
COWBOYS COMPLEX LEASE AGREEMENT

between

CITY OF ARLINGTON,

as Landlord

and

COWBOYS STADIUM, L.P.,

as Tenant

September 1, 2005

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COWBOYS COMPLEX LEASE AGREEMENT

This COWBOYS COMPLEX LEASE AGREEMENT (this "Lease") is executed to be effective as of the 1st day of September, 2005 (the "Effective Date"), by and between the CITY OF ARLINGTON, TEXAS, a duly incorporated home rule city of the State of Texas ("Landlord" or "City"), and COWBOYS STADIUM, L.P., a Texas limited partnership ("Tenant") and its successors or assigns, sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

RECITALS

A. Pursuant to an election duly called and held within the corporate limits of the Landlord pursuant to Chapter 334, Local Government Code, as amended (the "Act"), the voters voting thereat approved the construction and development of a multi-functional stadium, coliseum, sports and community venue project as an approved venue project under the Act, and authorized the Landlord to levy and collect certain taxes within the City for the purpose of providing the "City Contribution" in payment of a portion of the "Project Costs," as such terms are defined in the Closing Conditions Agreement, and the Landlord has issued the bonds required for such purposes, and Tenant has agreed to satisfy its funding requirements of the remaining Project Costs as described in the Closing Conditions Agreement (as defined below).

B. The Parties hereto have agreed to the execution and delivery of this Lease, and to all of the other terms and provisions hereof, pursuant to the authority granted in the Act, and in furtherance of a program established by the Landlord pursuant to the authority granted in Article 3, Section 52-a, Texas Constitution, and in Chapter 380, Local Government Code, as amended, and designed to promote the state and local economy, to alleviate unemployment, or underemployment in the corporate limits of the Landlord, and to stimulate business and commercial activity therein.

C. On and as of February 9, 2005, Landlord, Tenant and the Club, entered into the Closing Conditions Agreement, establishing certain conditions precedent to the effectiveness of this Lease and the other Project Documents, as herein defined.

D. Because all of the conditions precedent to the commencement of this Lease set forth in Article IV of the Closing Conditions Agreement have been satisfied, Landlord now desires to lease to Tenant, and Tenant now desires to lease from Landlord, the Cowboys Complex (hereinafter defined), subject to the terms and conditions set forth herein.

ARTICLE I

Grant, Term of Lease and Certain Definitions

Section 1.1. Leasing Clause.

Upon and subject to the terms, provisions and conditions herein set forth, Landlord does hereby LEASE, DEMISE and LET unto Tenant, and Tenant does hereby take and lease from Landlord, the Cowboys Complex, TO HAVE AND TO HOLD the Cowboys Complex, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to

the Cowboys Complex, for the term herein provided, upon and subject to the terms, conditions and agreements contained herein.

Section 1.2. Term.

(a) Length of Term. The Term of this Lease shall commence on the Effective Date, shall continue through the Development Period and the Thirty Year Period, as identified in Section 1.3, and shall continue beyond the Thirty Year Period if one or more of the Extension Options described in Section 1.3 is exercised (unless this Lease has otherwise been earlier terminated pursuant to its terms).

(b) Vesting of Rights, Possession. Subject to the provisions of subsection (c) of this Section 1.2, Landlord's and Tenant's respective rights under this Lease, and in and to the Cowboys Complex, shall be deemed vested as of the Effective Date. The City will retain possession and primary control of the Land from the Effective Date through the delivery of possession thereof to the Cowboys as provided in this paragraph below, but Tenant shall be responsible from and after the Effective Date for the management and supervision of activities at and upon such Land, and, consequently, Tenant shall additionally be responsible for (and shall indemnify and hold harmless City from and against) any risk of injury or damage caused by any activities upon the Cowboys Complex from and after the Effective Date, in accordance with Tenant's indemnity and insurance obligations as set forth in this Lease below; provided, further, that Tenant shall in any event assume and take possession and occupancy of the Cowboys Complex no later than the Commencement Date and/or at any time prior to the Commencement Date as the City shall elect and effect, and Tenant shall, from and after the date of delivery of such possession, be solely responsible for the possession, operation, upkeep and maintenance of the Cowboys Complex. With respect to any additional tracts of Land acquired by Landlord, and made a part of the Cowboys Complex, from time to time, pursuant to the terms of the Closing Conditions Agreement and/or pursuant to the terms of this Lease, Tenant's rights and responsibilities with respect to such additional Land and pursuant to this Section 1.2 shall commence on the date specified in an amendment to this Lease, to be entered into pursuant to Section 4.2(c) hereof.

(c) Costs Prior to and After Commencement Date. Any and all costs incurred by Tenant for maintenance, upkeep, security, demolition or otherwise with respect to the occupancy of any portion of the Land between the Effective Date and the Operational Date shall be accounted and paid for as Project Costs.

Section 1.3. Uses of Cowboys Complex During Term.

(a) Development Period. The period of time beginning on the Effective Date and ending on the Operational Date is hereinafter referred to as the "Development Period." During the Development Period, the Cowboys Complex may be used by Tenant for the purposes described, permitted and required in Sections 5.1(a) and 5.1(b) of this Lease.

(b) Thirty Year Period. The period of time beginning on the Operational Date and ending on the date described in this subsection (b) is hereinafter referred to as the "Thirty Year Period." The Thirty Year Period shall end and terminate at 11:59 p.m. Central Time, on the

thirtieth (30th) anniversary of the Operational Date; provided, however, that if such anniversary date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such championship game. On or about the Operational Date, Landlord and Tenant shall execute a written memorandum confirming the date of the Operational Date, and the thirtieth (30th), fortieth (40th), forty-fifth (45th), fiftieth (50th), fifty-fifth (55th), sixtieth (60th), sixty-fifth (65th) and seventieth (70th) anniversaries of the Operational Date (the "Operational Date Memorandum"). During the Thirty Year Period and during any Extension Options, the Cowboys Complex shall be used by Tenant for the purposes described, permitted and required in Section 5.1(c) of this Lease.

(c) Extension Options.

(i) Tenant may renew this Lease and extend the Term for uses permitted and required by Article V hereof for one (1) additional period of ten (10) years, followed by six (6) consecutive additional periods of five (5) years each (each an "Extension Period"), on the same terms provided with respect to the Thirty Year Period (except that the annual Rental during the respective Extension Periods shall be the applicable Extension Period Rent amounts described hereinbelow, and except as may be otherwise set forth to the contrary in Section 5.3(c) of this Lease), by delivering written notice of the exercise thereof to Landlord not later than ninety (90) days prior to the expiration of the Thirty Year Period or each Extension Period thereafter, if and as applicable.

(ii) The First Extension Period shall commence on the day following the expiration of the Thirty Year Period and shall terminate at 11:59 p.m. Central Time, on the fortieth (40th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in the Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such Super Bowl or other championship game.

(iii) The Second Extension Period shall commence on the day following the expiration of the First Extension Period and shall terminate at 11:59 p.m. Central Time,

on the forty-fifth (45th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in the Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such Super Bowl or other championship game.

(iv) The Third Extension Period shall commence on the day following the expiration of the Second Extension Period and shall terminate at 11:59 p.m. Central Time, on the fiftieth (50th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in the Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such Super Bowl or other championship game.

(v) The Fourth Extension Period shall commence on the day following the expiration of the Third Extension Period and shall terminate at 11:59 p.m. Central Time, on the fifty-fifth (55th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in the Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such Super Bowl or other championship game.

(vi) The Fifth Extension Period shall commence on the day following the expiration of the Fourth Extension Period and shall terminate at 11:59 p.m. Central Time, on the sixtieth (60th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular

season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in the Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such Super Bowl or other championship game.

(vii) The Sixth Extension Period shall commence on the day following the expiration of the Fifth Extension Period and shall terminate at 11:59 p.m. Central Time, on the sixty-fifth (65th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in the Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such Super Bowl or other championship game.

(viii) The Seventh Extension Period shall commence on the day following the expiration of the Sixth Extension Period and shall terminate at 11:59 p.m. Central Time, on the seventieth (70th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) day from and after the Team's last game (regardless of whether a home, road, regular season, playoff or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however, that if a Super Bowl (or other League championship game) is scheduled to be held in the Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such Super Bowl or other championship game.

(ix) Landlord and Tenant shall, promptly following the exercise by Tenant of an Extension Option (hereinafter defined), execute an amendment to this Lease (in form and content mutually and reasonably satisfactory to each of Landlord and Tenant) evidencing the exercise of the Extension Option and the Extension Period Rent during the applicable Extension Period.

(d) Extension Period Termination Option. At any time during the Second Extension Period, Third Extension Period, Fourth Extension Period, Fifth Extension Period, Sixth Extension Period or Seventh Extension Period, Tenant may terminate this Lease by providing Landlord with at least six (6) months' prior written notice. On the termination date, Tenant shall pay Landlord a cancellation fee equal to the Extension Period Rent which would have been due to Landlord throughout the remainder of the Extension Period during which Tenant exercises the Extension Period Termination Option. After the termination date, Landlord and Tenant shall have no further liability hereunder, except those liabilities that expressly survive the termination hereof.

Section 1.4. Acquisition of Land.

As of the Effective Date, only a portion of the Land required to accommodate the Cowboys Complex has been acquired by Landlord and made subject to this Lease, which previously acquired portions of the Land are described in Exhibit "A-1" attached hereto. Landlord and Tenant intend that Landlord shall continue to acquire Land prior to and after the Effective Date and during the Development Period in accordance with the requirements and provisions of the Closing Conditions Agreement and Article IV of this Agreement. Landlord has determined that certain additional tracts of land situated within the area depicted on Exhibit "A-2" attached hereto, when combined with the tracts described in Exhibit "A-1" attached hereto (all of which are also situated within the land depicted in Exhibit "A-2"), are reasonably suitable and necessary to accommodate the Cowboys Complex. The Landlord shall continue to use its best efforts to acquire such additional tracts and such other tracts as may be necessary to accommodate the Cowboys Complex as soon as specifically identified by Landlord and as reasonably possible after the Effective Date.

Section 1.5. Certain Definitions.

The following terms shall have the meaning set forth below in this Section 1.5 for all purposes hereof:

Act. Chapter 334 of the Texas Local Government Code, as amended or recodified from time to time.

Applicable Law. All laws, statutes, ordinances, regulations, guidelines or requirements now in force or hereafter enacted by any applicable Governmental Authority relating to or affecting the Cowboys Complex and/or this Lease.

Arbitration Procedures. The applicable procedures for resolution of a Dispute or Controversy as set forth in Section 9.5 hereof and Exhibit "B" hereto.

Business Day. A day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are authorized to close in Arlington, Texas. Use of the word "day", as opposed to Business Day, means calendar day.

Closing Conditions Agreement. That certain Cowboys Complex Funding and Closing Agreement, dated effective as of February 9, 2005, by and between Landlord and Tenant,

describing the process for the acquisition of the Land and also describing certain conditions precedent to the effectiveness of the Project Documents.

Club. Dallas Cowboys Football Club, Ltd., a Texas limited partnership.

Commencement Date. The later to occur of (i) the date that title and/or possessory rights to a sufficient portion of the tracts or parcels of the Land required to commence construction of the Cowboy Stadium and related improvements, as described in Section 1.4 above, has been acquired by the City and possession of such portions of the Land has been delivered to Tenant in accordance with this Lease, or (ii) the date that Tenant commences construction of the Cowboys Stadium. Landlord and Tenant agree that each shall, upon request of either such party, execute a confirmation (in form and content mutually and reasonably satisfactory to Landlord and Tenant) of the actual Commencement Date under this Lease.

Commissioner. The office of the Commissioner of the League.

Cowboys Complex. The entire premises leased pursuant to the terms hereof, including the Land, the Cowboys Stadium, and other improvements, buildings, structures and Related Infrastructure, from time to time constructed, installed on and affixed to the Land (and only to the extent located on the Land), which other improvements, if desired by Tenant in its sole discretion, may include, without limitation, conference facilities, offices for stadium and complex operations, restaurants and other food service establishments, retail establishments, museums, a "Cowboys Hall of Fame," parking facilities, and other public facilities of the types authorized or permitted by the Act. The Cowboys Complex shall also include other rights, privileges, easements and appurtenances that benefit the Land and belong to Landlord, but solely in its capacity as the owner of fee simple title and/or other rights of possession to the Land and not in the City's capacity as the owning Governmental Authority, including (i) any and all rights, privileges, easements and appurtenances now or hereafter existing in, to, over or under adjacent streets, sidewalks, alleys and property contiguous to the Land, (ii) reversions which may hereafter accrue to Landlord, as owner of fee simple title to the Land, or any portion thereof, by reason of the closing of any street, sidewalk or alley or the abandonment of any rights by the City as the owning Governmental Authority, and (iii) any and all strips and gores relating to the Land, or any portion thereof.

Cowboys Stadium. A multi-functional stadium, coliseum, sports and community venue project designed to seat approximately 75,000 spectators (or more, if elected by Tenant in its sole discretion), to be used, among other uses, as the home field football stadium for the Team pursuant to the Franchise Agreement, which stadium may also include additional features or facilities, if desired by Tenant in its sole discretion, including, without limitation, Team offices, Team practice facilities, locker rooms, workout rooms, training rooms, dressing rooms, food preparation and concessionaire facilities, parking facilities, and Related Infrastructure.

Demolition Costs. To the extent necessary to remediate a hazardous condition at the Cowboys Complex caused by a casualty, the cost of demolition (including related clean-up and removal of debris) of the applicable portions of the Cowboys Complex and/or the cost of such lesser repairs as may be reasonably necessary to restore such Cowboys Complex to a condition which does not present a health or safety hazard to the public.

Development Period. The period of time described in Section 1.3(a) of this Lease.

Extension Option. Any of the seven (7) options, exercisable consecutively by Tenant in its sole discretion, to extend the Term for additional periods of five (5) or ten (10) years each, pursuant to the terms and conditions set forth in Section 1.3(c) of this Lease.

Extension Period. Any of the six (6) five (5) year periods, or the one (1) ten (10) year period, described in Section 1.3(c) of this Lease.

Extension Period Rent. With respect to the First Extension Period, an annual rental due to Landlord in the amount of One Million Dollars (\$1,000,000.00) per year. With respect to the Second Extension Period, Third Extension Period, Fourth Extension Period, Fifth Extension Period, Sixth Extension Period and Seventh Extension Period, an annual rental due to Landlord in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) per year.

Extension Period Termination Option. Tenant's option to terminate the Lease during the Second Extension Period, Third Extension Period, Fourth Extension Period, Fifth Extension Period, Sixth Extension Period or Seventh Extension Period, as described in Section 1.3(d) hereof.

Fifth Extension Period. The five (5) year period described in Section 1.3(c)(vi) hereof.

First Extension Period. The ten (10) year period described in Section 1.3(c)(ii) hereof.

Force Majeure. Acts of God, strikes, lock-outs, strikes or lock-outs involving League players or personnel, cancellation of any football game or games pursuant to League decree, acts of the public enemy, terrorist acts, the enactment, imposition or modification of any Applicable Law or other governmental restriction which occurs after the date of this Agreement and which prohibits or materially interferes with the development, construction or use of the Cowboys Stadium (or any material Related Infrastructure), confiscation or seizure by any government or public authority, wars or war-like action (whether actual and pending or expected, and whether de jure or de facto), arrests or other restraints of government (civil or military, but excluding restraints on the development, construction or use of the Cowboys Stadium (or any material Related Infrastructure) occurring as a result of any violations of Applicable Law by the party claiming the right to delay performance), blockades, insurrections, riots, civil disturbances, epidemics, landslides, mudslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, breakage or accident to major equipment or machinery critical to the development of the Cowboys Stadium (or any material Related Infrastructure), nuclear reaction or radiation, radioactive contamination, acts, or the failure to act, of any Governmental Authority or any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably within the control of the party claiming the right to delay performance on account of such occurrence and which, in any event, are not a result of the negligence of the party claiming the right to delay performance on account of such occurrence.

Fourth Extension Period. The five (5) year period described in Section 1.3(c)(v) hereof.

Franchise. The rights of the Club, pursuant to a written agreement with the League, to field and operate the Team as a competing member team of the League.

Franchise Agreement. That certain agreement, dated as of the Effective Date, by and between the Club and Landlord, in which the Club, as owner of the Franchise, agrees to continuously operate the Team as a member team of the League and to play the Team's home games at the Cowboys Stadium, in accordance with the terms and conditions set forth therein.

Fulfillment Costs. All reasonable costs incurred with respect to the sale or licensing of Naming Rights, including third-party agency costs, commissions, and retail value of amenities provided to any Name Sponsor (which amenities may include by way of example, but not limitation, tickets to sports and entertainment events, hospitality, and program advertising) (subject to the provisions of Section 2.1(c) hereof).

Governmental Authority(ies). Any federal, state and/or local agency, department, commission, board, bureau, administrative or regulatory body or other instrumentality having jurisdiction over the Cowboys Complex, including any private sector or mixed private and public sector board, agency, or body which has been authorized by a Governmental Authority to exercise some portion of its jurisdiction over the Cowboys Complex.

Hazardous Materials. Any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any law applicable to the Cowboys Complex, relating to pollution or the protection or regulation of human health, natural resources or the environment.

Impositions. Taxes, if any (other than ad valorem taxes), special assessments (other than assessments levied by Section 334.044(d), Local Government Code, and other than amounts to be paid by the Tenant to the Arlington Independent School District pursuant to the agreement identified in Section 3.3(f) of this Lease), levies and liens for any construction performed by or at the direction of Tenant, or its affiliates (other than liens, if any, which are payable by Landlord pursuant to written agreements executed by Landlord), assessed and becoming due during the Term and that are levied or assessed against the Cowboys Complex; provided, however, building permit expenses and the associated construction-related fees (by way of example but not limitation, impact fees and tap fees) as described in the Project Development Agreement, shall be expressly excluded from the term "Impositions".

Insurance Trustee. Any bank, insurance company or financial institution selected by any Leasehold Mortgagee or, in the event there is no Leasehold Mortgagee, by the mutual agreement of Landlord and Tenant, to collect all money payable under any insurance policy pursuant to Section 6.5 hereof.

Land. The tracts of land described on Exhibit "A-1" hereto, together with such additional tracts of land as shall be hereafter acquired by Landlord for purposes of this Lease (in accordance with the Closing Conditions Agreement) and which, when combined with the tracts described in Exhibit "A-1" attached hereto, shall be of a size and configuration reasonably suitable to accommodate the Cowboys Stadium and other contemplated improvements.

League. The association of member owners of professional football teams known as the "National Football League" headquartered currently in New York, New York, that sanctions and

authorizes competitive professional football games in various United States cities and towns, and any successor or successors of such association.

Lease. This Cowboys Complex Lease Agreement by and between Landlord, as landlord, and Tenant, as tenant, covering the Cowboys Complex.

Lease Guaranty. That certain lease guaranty, dated of even date herewith, executed by the Club in favor of Landlord.

Leasehold Mortgage. Any mortgage, deed of trust, or other instrument in the nature thereof which encumbers Tenant's leasehold interest in any of the Cowboys Complex and any of Tenant's rights, titles and interests hereunder relating to the Cowboys Complex, including (without limiting the generality of the foregoing) Tenant's right to use and occupy the Cowboys Complex and all of Tenant's rights, titles and interests in and to any and all buildings, other improvements and fixtures now or hereafter placed on the Cowboys Complex.

Leasehold Mortgagee. Any mortgagee, trustee, or anyone that claims an interest by, through or under a Leasehold Mortgage.

Name Sponsor. Each sponsor for which the Cowboys Stadium is named from time to time.

Naming Rights. The right, which Tenant may grant to a Name Sponsor from time to time, to have a name temporarily designated for all (or substantially all) of the Cowboys Stadium, which name shall identify the Name Sponsor. Naming Rights shall be separate and distinct from Sponsor Signs.

Naming Rights Agreement. Any agreement which Tenant and a Name Sponsor may enter into from time to time regarding Naming Rights.

Naming Rights Audit. An examination, conducted by the Naming Rights Auditor, of any Naming Rights Agreement and Tenant's books and records with respect to Naming Rights and Fulfillment Costs, in order to verify the amount of the Naming Rights Rent.

Naming Rights Auditor. An independent certified public accountant, selected by Tenant (but subject to Landlord's reasonable approval) to review Tenant's agreements, books and records regarding Naming Rights Agreements.

Naming Rights Rent. An annual rental payable to Landlord from and after the Effective Date (or such later date as Tenant has actually granted Naming Rights to a Name Sponsor), and through the Thirty Year Period, in an amount equal to the lesser of (i) \$500,000.00, or (ii) five percent (5%) of the total proceeds received by Tenant from the sale or license of Naming Rights, net of Tenant's Fulfillment Costs.

Nondisturbance Agreement. An agreement between Landlord and any Subtenant of any portion of the Cowboys Complex as required by and conforming with the provisions of Section 7.3 hereof.

Obligations. Any Cowboys Complex Bonds or User Tax Revenue Bonds (as such terms are defined in the Closing Conditions Agreement). The term "Obligations" shall describe only such bonds as originally issued, thus excluding any re-amortization or other potential material modifications thereto unless Tenant consents in advance in writing to such material modifications (which consent shall not be unreasonably withheld, conditioned or delayed); provided, that Landlord may amend any such bonds without Tenant's consent so long as such amendment(s) do not materially extend or delay Landlord's repayment obligations thereunder, or increase the Obligations Repayment Costs or otherwise materially modify the payment schedule of the Obligations.

Obligations Related Instrument. Any interest rate hedge agreement, swap agreement, collar, or other financial instrument related to the Obligations. The term "Obligations Related Instrument" shall describe only such financial instruments as are entered into by Landlord in connection with the original issuance of the related Obligations, and thus excluding any potential material modifications thereto or any subsequent financial instruments entered into with respect to previously issued Obligations unless Tenant consents in advance to such material modifications and/or subsequent financial instruments, such consent not to be unreasonably withheld, conditioned, or delayed; provided, that Landlord may amend any such financial instruments without Tenant's consent as long as such amendment(s) do not materially extend, delay, or increase Landlord's actual or potential repayment obligations thereunder, or otherwise materially increase the Obligations Repayment Costs.

Obligations Repayment Costs. In connection with the payment, redemption, or defeasance, in full or in part, of the Obligations as required herein, the amount equal to (a) the sum of (1) the outstanding principal balance of any Obligations being paid or redeemed (or in the case of a defeasance, the cost of substitute securities necessary or reasonably appropriate to defease the principal balance of the Obligations being defeased), (2) any accrued but unpaid interest under the Obligations, (3) any prepayment premiums or other costs necessary to pay, redeem or defease such Obligations, in whole or in part, to the extent such costs are required under and in accordance with any document or instrument governing or evidencing the Obligations, (4) any costs that are in addition to those described in the preceding item 3 and that are incurred in connection with the payment, redemption, or defeasance of the Obligations, in whole or in part, arising out of the breakage, termination, cancellation, or other modification to any Obligations Related Instrument, to the extent such costs are required under and in accordance with any such Obligations Related Instrument, and (5) to the extent that same may be applicable, any Demolition Costs, minus (b) the sum of (I) any collected but unapplied funds from authorized sources to be applied against outstanding principal and interest of the Obligations, (II) any funds from authorized sources that have not yet been collected but which are reasonably anticipated to be collected (to the extent eventually and actually collected) and which have already been allocated for application against outstanding principal and interest of the Obligations, (III) any reserves held by the City in connection with the Obligations and that may be lawfully applied against the Obligations Repayment Costs, and (IV) any funds collected from a counter-party to any Obligations Related Instrument as a result of the breakage, termination, cancellation, or other modification of any such agreement.

Operational Date. The date that the Cowboys Stadium hosts its first sports event, entertainment event or other public event, which is open to the members of the general public for an admission fee.

Project Account(s). This term shall have the meaning set forth in the Closing Conditions Agreement.

Project Costs. This term shall have the meaning set forth in the Closing Conditions Agreement.

Project Developer. The company selected by Tenant to initially design, construct and equip the Cowboys Complex.

Project Development Agreement. An agreement to be entered into by Tenant and Project Developer, describing the rights and responsibilities of said parties with respect to the construction of the Cowboys Complex.

Project Documents. This Lease, the Closing Conditions Agreement, the Franchise Agreement, the Purchase Option Agreement and the Lease Guaranty.

Purchase Option Agreement. That certain Purchase Option Agreement, dated as of the Effective Date, by and between Landlord and Club, regarding the potential acquisition of the Cowboys Complex following the termination of this Lease.

Related Infrastructure. Means all infrastructure that is to be designed, constructed, acquired, equipped, and operated either as a part of, or in connection with, the Cowboys Complex, in order to make the Cowboys Complex complete and operational in accordance with the plans and specifications approved by Tenant, or infrastructure otherwise required by Governmental Authorities, such as water, sewer, roads, streets, street drainage and flood control facilities and systems, and wet lands mitigation and remediation properties and facilities. Related Infrastructure shall also include, if applicable, any store, restaurant, hotel, concession, automobile parking facility, area transportation facility, road, street, water or sewer facility, park, or other on-site or off-site improvement that is related to and enhances the use, value, or appeal of the Cowboys Stadium, including areas adjacent to the Cowboys Stadium, and any other expenditure reasonably necessary to construct, improve, renovate, or expand the Cowboys Stadium, including any expenditure for environmental remediation.

Rental. The rental for the use and occupancy of the Cowboys Complex, as provided in Section 2.1 hereof, for the time period provided therein.

Second Extension Period. The five (5) year period described in Section 1.3(c)(iii) hereof.

Seventh Extension Period. The five (5) year period described in Section 1.3(c)(viii) hereof.

Sixth Extension Period. The five (5) year period described in Section 1.3(c)(vii) hereof.

Sponsor Signs. Signs, banners, posters, flyers, monuments, murals, theme towers, paintings, electronic signs and other visual media, whether temporary or permanent, indoor or outdoor, used for the purpose of advertising or otherwise promoting the goods, services or identities of third parties, including, without limitation, Name Sponsors. Sponsor Signs shall be separate and distinct from Naming Rights.

Subtenant. Any person or entity to whom or to which Tenant grants or licenses any rights to occupy, use, operate, manage, or provide or sell food, beverages, services, merchandise or sporting goods within the Cowboys Complex.

Team. The "Dallas Cowboys Football Club," a member professional football team of the League pursuant to the rights granted by the League to the Club pursuant to the Franchise.

Term. The term of this Lease as set forth in Section 1.2

Third Extension Period. The five (5) year period described in Section 1.3(c)(iv) hereof.

Thirty Year Period. The Thirty Year Period shall be the portion of the Term described in Section 1.2(b).

Thirty Year Period Fixed Rent. An annual rental required to be paid to Landlord during the Thirty Year Period in an annual amount of Two Million Dollars (\$2,000,000.00).

Untenantable Condition. The existence of either of the following conditions: (i) the condition of the Cowboys Stadium such that the playing of League games is not permitted under League regulations; or (ii) the condition of the Cowboys Stadium such that the playing of League games or hosting of other entertainment or sporting events is not permitted under Applicable Law.

ARTICLE II

Rental and Other Payments

Section 2.1. Rental.

Tenant shall pay to Landlord a Rental under this Lease for the use and rights of occupancy of the Cowboys Complex by Tenant under this Lease as follows:

(a) Rental During the Development Period. Commencing on the Effective Date, the annual Rental for the use and occupancy of the Cowboys Complex throughout the Development Period shall be the sum of:

(i) A fixed rental of one dollar (\$1.00) for each year or partial year of this Lease, which shall be due and payable on the Effective Date, and on each anniversary date thereafter during the Development Period; plus

(ii) Naming Rights Rent, which shall be due and payable on December 31st of each year, based on the actual amounts received by Tenant during such calendar year;

provided, however, if the Development Period ends on a date other than December 31st, any accrued Naming Rights Rent for such year shall be due and payable on December 31st of such year together with any Naming Rights Rent for such year payable under Section 2.1(b)(ii).

(b) Rental During the Thirty Year Period. Commencing on the Operational Date, the annual Rental for the use and occupancy of the Cowboys Complex throughout the Thirty Year Period shall be the sum of:

(i) The Thirty Year Period Fixed Rent, which Thirty Year Period Fixed Rent shall be payable in three hundred sixty (360) equal monthly installments of \$166,666.67, commencing on the Operational Date and continuing on the same date of each month thereafter, until the total amount of Thirty Year Period Fixed Rent paid to Landlord is equal to \$60,000,000.00; plus

(ii) Naming Rights Rent, which shall be due and payable on December 31st of each year, based on the actual amounts received by Tenant during such calendar year; provided, however, if the Thirty Year Period ends on a date other than December 31st, any accrued Naming Rights Rent for the final calendar year (or portion thereof) shall be due and payable on the final day of the Thirty Year Period; provided, however, in no event shall the total Naming Rights Rent accrued during the Thirty Year Period exceed \$15,000,000.00.

(c) Conditions Regarding Naming Rights Rent. Tenant shall not structure any Naming Rights transaction in a manner intended, designated, or implemented to enrich, or which has the effect of enriching, Tenant, while artificially reducing the Naming Rights Rent payable to Landlord. Tenant may pay Naming Rights Rent in one or more installments at any time on or before December 31st of each year, but in no event later than the last Business Day of each calendar year. Tenant may, at any time during the Development Period and Thirty Year Period, enter into one or more Naming Rights Agreements, and proceeds derived from all such Naming Rights Agreements shall be included in the calculation of any Naming Rights Rent payment. Any Naming Rights Agreement must be in writing. Contemporaneous with the delivery of the Naming Rights Rents, Tenant shall cause to be delivered to Landlord a written statement executed by Tenant, setting forth the amount of proceeds received by Tenant with respect to any Naming Rights Agreement, the amount of Fulfillment Costs incurred by Tenant, and the amount of Naming Rights Rent due to Landlord. If Landlord disagrees with Tenant's determination of the Naming Rights Rent, then Landlord may request (by written notice to Tenant) that a Naming Rights Audit be conducted by a Naming Rights Auditor. The Naming Rights Audit must occur at the Cowboys Complex during normal business hours on days upon which no sports, entertainment or other public event is scheduled at the Cowboys Stadium. The sole written result of the Naming Rights Audit shall be a statement of whether the Naming Rights Rent has been overpaid, underpaid or paid correctly, and the amount of any alleged overpayment or underpayment. The Naming Rights Auditor shall provide Landlord with a written certification of the result of such Naming Rights Audit but shall not provide to Landlord a copy of, or otherwise disclose to the public, any Naming Rights Agreement, or any of Tenant's books and records with respect to Naming Rights and Fulfillment Costs, or any of the contents of such documents. The results of the Naming Rights Audit shall be deemed final. In the event that the

Naming Rights Audit reveals any overpayment or underpayment of Naming Rights Rent, Landlord or Tenant, as the case may be, shall reimburse the other party for the amount due, or, if Landlord is unable to reimburse Tenant for any overpayment from lawfully available funds, Tenant shall be entitled to a credit in the amount due to Tenant against the next succeeding Naming Rights Rent payment(s) until such credit is exhausted. The costs of any Naming Rights Audit shall be paid by Landlord; unless, however, the Naming Rights Audit reveals any underpayment in excess of five percent (5%) of the total Naming Rights Rent due to Landlord, in which event the cost of the Naming Rights Audit shall be paid by Tenant.

(d) Rental During the First Extension Period. Commencing on the first day of the First Extension Period, the annual rental for the use and occupancy of the Cowboys Complex throughout the each such Extension Period shall be the Extension Period Rent as specified in the first sentence of the definition of such term set forth in Section 1.5 hereof, payable in equal monthly installments of \$83,333.34 on the first day of each month; provided that if the first day of the Extension Period is not the first day of a month, the installment of Rental for that month shall be reduced on a pro rata basis according to the number of days remaining in that month. If this Lease terminates or expires during or at the end of an Extension Period on a day other than the last day of a calendar month, the Rental for such partial month shall be proportionately reduced and the remaining Rental shall be payable, or the excess portion of Rental previously paid shall be refunded, as applicable, on such date of termination or expiration.

(e) Rental During the Second, Third, Fourth, Fifth, Sixth and Seventh Extension Periods. Commencing on the first day of the Second, Third, Fourth, Fifth, Sixth or Seventh Extension Period, as applicable, the annual rental for the use and occupancy of the Cowboys Complex throughout each such Extension Period shall be the Extension Period Rent as specified in the second sentence of the definition of such term set forth in Section 1.5 hereof, payable in equal monthly installments of \$104,166.67 on the first day of each month; provided that if the first day of the Extension Period is not the first day of a month, the installment of Rental for that month shall be reduced on a pro rata basis according to the number of days remaining in that month. If this Lease terminates or expires during or at the end of an Extension Period on a day other than the last day of a calendar month (except in the event Tenant exercises the Extension Period Termination Option), the Rental for such partial month shall be proportionately reduced and the remaining Rental shall be payable, or the excess portion of Rental previously paid shall be refunded, as applicable, on such date of termination or expiration.

ARTICLE III

Impositions and Utilities

Section 3.1. Payment of Impositions.

Tenant shall pay all Impositions before the same become delinquent, and Tenant shall at the request of Landlord furnish to Landlord receipts or copies thereof showing the payment of such Impositions. Tenant shall be entitled to pay any Impositions in installments as and to the extent the same may be permitted by the applicable assessing authority or claimant. Landlord agrees to cooperate with Tenant in seeking the delivery of all notices of Impositions to Tenant directly from the applicable authorities. In no event shall Tenant be in default under this Lease

for failure to pay any Impositions before the same become delinquent for which the notice of such Impositions shall have been delivered to Landlord and not forwarded or delivered to Tenant at least thirty (30) days before the date the same become delinquent.

Section 3.2. Contest of Impositions.

If the levy of any of the Impositions shall be deemed by Tenant to be improper, illegal or excessive, or if Tenant desires in good faith to contest the Impositions for any other reason, Tenant may, at Tenant's sole cost and expense, dispute and contest the same and file all such protests or other instruments and institute or prosecute all such proceedings for the purpose of contest as Tenant shall deem necessary or appropriate; provided, however, that Tenant shall not permit any lien which may be imposed against the Cowboys Complex for contested Impositions to be foreclosed and, at or prior to any such contest, Tenant shall adequately indemnify or secure Landlord thereof to its reasonable satisfaction. Subject to the foregoing, any item of contested Imposition need not be paid until it is finally adjudged to be valid, but Tenant shall in such event be obligated to pay any fine, penalty, interest or cost which may be added thereto. Tenant shall be entitled to any refund of any Imposition that had been theretofore paid by Tenant. Landlord shall be entitled to any refund of any Imposition that had been paid by Landlord, less any reasonable costs of Tenant expended by it in pursuit of the right to receive such refund, prior to the time that Landlord paid such Imposition.

Section 3.3. Ad Valorem Taxes, Exemptions, and Payments in Lieu of Ad Valorem Taxes.

(a) Landlord and Tenant intend that the Land, the Cowboys Complex, and the leasehold interest of Tenant hereunder (for so long as the Cowboys Complex is owned by the City and is used as a sports and community venue project under the Act as enacted on the Effective Date), presently are and shall continue to be exempt from ad valorem taxes as exempt properties under the applicable provisions of the Texas Constitution, the Texas Tax Code, the Act, and other Applicable Laws of the State of Texas. Tenant is authorized to assert, insist upon, continue, and restate this joint intent in any agency, forum, or court having jurisdiction and at which the question may arise or be presented, and Landlord, at the request of Tenant and at Tenant's sole expense in accordance with Section 3.3(g), shall jointly take and pursue such lawful actions with Tenant, including, if necessary, judicial actions, as may be available and appropriate, to protect and defend the Cowboys Complex and the leasehold interest of Tenant therein against the levy, assessment or collection of ad valorem taxes by any governmental agency asserting the power to levy, assess, and collect such taxes under currently Applicable Law. In the event of any proposed or actual change in the Texas Constitution, the Texas Tax Code, the Act, and other Applicable Laws of the State of Texas, which threatens to alter the ad valorem tax status of the Cowboys Complex, Landlord shall reasonably cooperate with Tenant (which cooperation may include joining in any legal proceedings deemed appropriate by Tenant) to maintain all possible ad valorem tax exemptions available to the Cowboys Complex.

(b) If, pursuant to the authority granted to Tenant under this Lease, Tenant elects, once the Cowboys Stadium is built, to alter, add to, or modify the uses of any portion of the Cowboys Complex, it is Landlord's and Tenant's intent that the altered, additional, or modified uses of the Cowboys Complex shall also constitute "exempt properties" under Applicable Law so

long as such altered and modified uses are of types described in the Act, and shall be exempt from ad valorem taxation in any agency, forum, or court and in accordance with any procedures for claiming such exemptions as are permitted by Applicable Law, including the Tarrant Central Appraisal District and the subsequent administrative and judicial procedures that are currently or in the future permitted by the Texas Tax Code. If the Tenant claims any such exemptions in any such request or proceeding, then, at Tenant's sole expense in accordance with Section 3.3(g), the Landlord shall provide such verifications and certifications showing its ownership of the fee title to the Cowboys Complex and the improvements thereon and shall otherwise reasonably cooperate in such contest as may be reasonably requested by Tenant. If, after making any application to any agency or body having jurisdiction, any administrative determination is entered that is adverse to the Tenant's claimed exemption, such determination may be contested by the Tenant in any proper court or forum in any manner provided by law so long as Tenant takes all action necessary or, in the reasonable opinion of Landlord, desirable to protect the Cowboys Complex, or any part thereof, from foreclosure of any liens for taxes. In the event of a failure of such contest, and if the planned improvements are finally found and determined not to be exempt and to be subject to ad valorem taxation, Tenant shall pay such taxes before the same become delinquent.

(c) Landlord covenants and agrees that, during the Term of this Lease and any renewals or extensions thereof, and prior to the termination of this Lease, it will at all times own and hold title to the Cowboys Complex, as encumbered by this Lease, for the benefit of and on behalf of the Landlord in accordance with the Act, and further covenants and agrees that it will not sell, transfer or otherwise convey all or any portion of the Cowboys Complex to any person or entity, other than to a non-profit instrumentality created for and as the instrumentality of the Landlord (which sale must be made expressly subject to this Lease), without the prior written consent of Tenant. Landlord will give Lessee at least sixty (60) days prior written notice of any proposed transfer of all or any portion of the Cowboys Complex. In the event that any such transfer threatens to result or actually results in the imposition of any ad valorem tax liability against the Cowboys Complex or Tenant, Tenant shall have the right to both abate Rental payments to the extent of any such tax liability and/or obtain an injunction prohibiting any such transfer.

(d) So long as and to the extent that the Cowboys Complex is used for purposes authorized by the Act, Landlord, at the request of Tenant and at Tenant's sole expense and in accordance with Section 3.3(g), shall jointly take and pursue such lawful actions with Tenant, including if necessary, judicial actions, as may be available and appropriate, to protect and defend the title of Landlord and the leasehold interest of Tenant in and to the Cowboys Complex, against the levy, assessment or collection of ad valorem taxes by any governmental body, agency, or political subdivision having the power to levy such taxes. Landlord further agrees not to take any action that may cause the levy, assessment or collection of any such ad valorem taxes. If, for any reason, it should be finally determined that the interests of Landlord or Tenant in and to the Cowboys Complex and/or any of its properties and facilities as they are configured and used on the Operational Date for purposes authorized by the Act are no longer exempt from taxation by reason of a change of law or otherwise, then Tenant shall pay such taxes before they become delinquent, subject to Tenant's right of contest as provided in this Lease, and the aggregate amount of such taxes owing and paid to the City as a governmental taxing entity, but

not to other taxing jurisdictions, throughout the Term of this Lease shall be applied as a credit against the Rentals due under this Lease pursuant to the terms hereof.

(e) Notwithstanding anything to the contrary contained herein, all amounts, if any, paid by Tenant to Landlord (but not to other taxing jurisdictions) for (i) any franchise tax, revenue tax, income tax or profit tax imposed by Landlord, if any, or (ii) any succession, transfer, stamp, gift or other tax, if any, which may be imposed and levied against Tenant upon or with respect to any transfer of Landlord's interest in the Cowboys Complex, or (iii) any sale, excise or use taxes, if any, that are a charge against the Tenant that are imposed on or with respect to the Rentals paid to Landlord, or any taxes similar to any of the above described taxes that are paid as a charge against the Tenant, shall also be applied as a credit against the Rentals due under this Lease pursuant to the terms hereof.

(f) Further notwithstanding anything to the contrary contained herein, Landlord and Tenant acknowledge and agree that Tenant (or one of its affiliates) and the Arlington Independent School District have entered into (or will enter into) a written agreement whereby Tenant (or one of its affiliates) will make certain regular payments to the Arlington Independent School District in lieu of paying ad valorem taxes to said district. Tenant acknowledges and agrees that payments made in lieu of ad valorem taxes shall not be applied in reduction of the Rentals due under this Lease.

(g) Notwithstanding anything to the contrary, if Landlord undertakes any action (i) requested by Tenant under this Section 3.3 or (ii) that is to be performed at Tenant's cost or expense as provided for in this Lease, then Tenant shall pay all third-party costs, including outside attorney fees and expenses, reasonably incurred by Landlord, or, within thirty (30) days after written demand therefor, reimburse such costs to Landlord; provided, that Landlord has notified Tenant in writing of the anticipated amount of such costs prior to incurring any costs. Notwithstanding the foregoing, Landlord shall be responsible for its own internal administrative and legal expenses associated therewith.

Section 3.4. Standing.

If Tenant determines that Tenant lacks standing to contest any Impositions or to obtain an extended payment period, Landlord, at Tenant's sole expense in accordance with Section 3.3(g), agrees to join in such contest or otherwise, if and to the extent permitted by Applicable Law, provide Tenant with sufficient authority to obtain such standing.

Section 3.5. Utilities.

During the Development Period, all bills for utilities furnished to the Cowboys Complex shall constitute "Project Costs" and shall be paid by Tenant. From and after the Operational Date, Tenant shall pay all bills for utilities furnished to the Cowboys Complex as leasehold operating expenses of the Cowboys Complex, including, but not limited to, bills for water, electricity, gas, telephone, storm drainage, garbage, and sewer. Throughout the Term of the Lease, Landlord shall not unreasonably interrupt the provision of any utility services (within Landlord's control) to the Cowboys Complex. In the event that a planned temporary interruption of any utility services to the Cowboys Complex is deemed necessary or appropriate by Landlord

for reasons of public health and safety, Landlord shall provide reasonable prior written notice of such interruption to Tenant and shall reasonably cooperate with Tenant to minimize any disturbance to Tenant's use of the Cowboys Complex. To the extent within Landlord's control, Landlord will not allow Tenant to be charged utility rates greater than those charged to other businesses of comparable classification located in the City. Tenant will have reasonable discretion as to the proper amount of usage of the various utilities described above and will have sole discretion regarding the choice of utility providers.

ARTICLE IV

Cowboys Complex Development

Section 4.1. Tenant's Obligation to Develop Cowboys Stadium During Development Period.

(a) Subject to events of Force Majeure and subject to the acquisition of sufficient land for purposes hereof in accordance with the Closing Conditions Agreement and Section 1.4 of this Lease, Tenant agrees to commence and use commercially reasonable diligence to continue with and/or cause the commencement and commercially reasonable diligent continuation of the design, construction and equipping of the Cowboys Stadium and to thereby cause the Operational Date to occur on the earliest practical and reasonable date. It is agreed that Tenant and Tenant's contractors, agents and employees, together with any governmental agencies or authorities (and/or their agents, employees or contactors) performing tasks with respect to the construction and/or preparation for construction described herein, shall have the license to access the Land prior to the Commencement Date for the purposes of inspecting such Land (and any improvements thereon) and for the further purposes of preparing such Land for construction of the Cowboys Complex (including, without limitation, demolition of any existing improvements situated upon such Land, preparation of staging areas for Tenant's construction activities thereon, and clearing, grading and other preparation of the Land for any such construction); provided, that at any time prior to the Commencement Date that Tenant conducts or permits any such demolitions, clearing, grading, site preparation or other construction activities on any part of the Land, Tenant and Tenant's contractors shall provide Landlord (prior to the commencement of any such activities upon the Land) evidence satisfactory to Landlord that each is covered under the insurance required pursuant to this Lease (including both during and after the Development Period), and such activities by Tenant and Tenant's contractors, agents and employees pursuant to this sentence shall be deemed to be under all of the terms, covenants, provisions and conditions of this Lease (including without limitation all insurance and indemnity requirements and obligations of Tenant set forth herein) except those concerning payment of rental.

(b) In order to help fulfill its obligations under subsection (a) above, Tenant may enter into a Project Development Agreement, containing such terms and conditions as Tenant and Project Developer may agree upon, in their sole discretion; provided, that any Project Development Agreement entered into by Tenant shall be required to include the following provisions:

(i) Tenant shall cause Landlord to be expressly designated as a third-party beneficiary of the Project Development Agreement;

(ii) Project Developer and/or its general contractor shall name Landlord as an additional insured on any insurance policy obtained by Project Developer or such contractor related to the development and construction of the Cowboys Complex and/or Project Developer's or such contractor's presence and use of the Land with respect thereto, and evidence of such insurance in form reasonably acceptable to Landlord shall be provided to Landlord prior to the commencement of any work on the Land by such Project Developer and/or contractor;

(iii) Project Developer shall deliver to Landlord, prior to the commencement of the construction of the Cowboys Complex, a written certification in form reasonably acceptable to Landlord confirming that: (A) Project Developer shall indemnify the City and hold the City harmless from any and all liabilities, damages, claims or demands arising out of any accident or occurrence during the development and construction of the Cowboys Complex causing death or injury to any person or persons, or damage to any property, in any way connected with the development or construction of the Cowboys Complex, or the use, occupancy or operation of the Land underlying the Cowboys Complex by Project Developer, or any of its affiliates, contractors or agents (except to the extent that any such liabilities, damages, claims or demands are caused by the negligence or willful acts of the City or its officers, agents, representatives or employees); and (B) Project Developer shall be required to comply with, and to require that Project Developer's agents and contractors comply with, all Applicable Laws related to the design, development and construction of the Cowboys Complex, including, if and as applicable (1) the United States Occupational Safety and Health Administration requirements, (2) the Americans with Disabilities Act requirements, (3) requirements under Title VII of the Civil Rights Act of 1964, as amended, (4) the Age Discrimination in Employment Act requirements, (5) applicable building codes and zoning requirements of the City, (6) applicable storm water, street, utility and other Related Infrastructure requirements, and (7) requirements related to the use, removal, storage, transportation, disposal and remediation of Hazardous Materials;

(iv) Project Developer and/or its general contractor shall be obligated thereunder to (A) provide reasonable assurances to the City that reasonable procedures are in place to assure payment and performance by the general contractor's subcontractors, including payment and performance bonds to be furnished by those subcontractors if required by Tenant, (B) provide to the City, upon request therefor, a copy of each construction contract to which Tenant is a party, including the Project Development Agreement, (C) provide to City copies of schematic design, design development and construction plans and specifications for the Cowboys Complex (including revisions) as such plans and specifications are completed and approved (or accepted) by Tenant, and be available to discuss with the City's Representative or its designee comments the City may have concerning such plans and specifications (provided that Tenant shall have sole discretion and full right and authority to make decisions regarding such comments), (D) provide to City at least three (3) sets of construction documents once approved (or accepted) by Tenant, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas, (E) provide City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule,

(F) keep the City's Representative reasonably advised and informed regarding the design and construction of the Cowboys Complex, (G) provide the City with reasonable advance notice of regularly-scheduled construction meetings and permit the City's Representative or its designee to attend such meetings, (H) maintain reasonable vehicular and pedestrian access to property and buildings on the Land that abut any City right-of-way, including the provision of temporary facilities, including pavements and utilities, until permanent facilities are in place or existing facilities are restored, (I) arrange for site security within designated areas under construction, except as otherwise expressly required by its contract with Tenant, (J) notify the Tenant and not proceed without the Tenant obtaining the City's approval (which approval shall not be unreasonably withheld, conditioned or delayed) with regard to all field changes that directly result in material changes to preexisting plans for the Cowboys Complex connections with City streets, storm sewers and utilities, (K) cause all appropriate soils and materials testing to be conducted by certified independent laboratories and furnish to the City copies of reports of such testing in accordance with Section 5.9 hereof, (L) promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City, and reimburse the City for out-of-pocket costs actually incurred by City that are directly related to the City's necessary emergency repairs of any such damage, (M) provide reasonable advance notice to the City's Representative and allow such designated representative to be present during the scheduled pre-final (if any) and final inspection of the Cowboys Complex following substantial completion of construction, (N) upon request therefor, obtain correction of defective work, and perform warranty work (or cause such warranty work to be performed), within the applicable curative period(s) as required in its contract with Tenant, (O) provide Tenant with a sufficient number of copies of all manuals relating to fire, safety and other governmentally required building systems for the Cowboys Complex within a reasonable time following completion of construction, to allow Tenant to provide such manuals to the City as may be requested, and (P) provide Tenant, within a reasonable time following completion of construction, with a sufficient number of such as-built drawings as may be reasonably requested by Tenant with respect to designated portions of the Cowboys Complex, including such as-built drawings as may be needed by Tenant in order to allow Tenant to provide to the City such as-built drawings as may be reasonably requested by the City with respect to such designated portions of the Cowboys Complex; and

(v) Project Developer shall arrange for an architect or other qualified person selected by and contracting with Tenant to have on-site observation responsibilities of a standard at least comparable to that set forth in Section 2.6.5 of AIA Document B141/Cma.

(c) Upon execution of this Lease, Landlord, acting by and through its City Manager, shall designate and appoint in writing with notice to the Tenant and the Project Developer, the individual who is to be the representative of the Landlord (the "City's Representative") who shall be legally authorized to act as liaison and contact person, and to grant or otherwise legally evidence Landlord's approval or consent whenever required, in accordance with this Lease and in connection with the development and construction of the Cowboys Complex.

(d) Landlord shall instruct the City's Representative, or his or her authorized designee, to respond to written requests for consent, approval, waiver or review, as the case may be, within ten (10) days after submittal (except as otherwise set forth in the next succeeding sentence hereof). Except in cases in which (i) Landlord's consent may be formally granted only by the City Council of the City, or (ii) Landlord's approval can only be evidenced through issuance of a written permit from an administrative agency of the City, if a written notice of disapproval is not received by the Tenant or Project Developer within the ten (10) day period set forth in the preceding sentence, the matter shall be deemed approved, waived, consented to or reviewed, as applicable. The Project Developer, the Tenant, and any other person dealing with the Landlord in connection with the Cowboys Complex shall be fully protected in relying upon the authority and capacity of the City's Representative or any such designee to act for and bind the Landlord in any such matter.

(e) From time to time following the execution hereof, Landlord may change or replace the City's Representative upon five (5) Business Days' written notice to the Tenant.

(f) Tenant shall, or shall cause the Project Developer to, satisfy the Club's obligations under that certain Cowboys Complex Fair Share Agreement dated as of September 30, 2004, between the Landlord and Club, regarding participation by local, minority and small businesses.

Section 4.2. Additional Land Acquisitions.

(a) The City agrees to acquire additional parcels of real property to become part of the Land, as set forth and identified in Section 1.4 hereof. Landlord shall make the Land available to Tenant for the construction and development of the Cowboys Complex at all times as required by Tenant for the design and construction of the components of the Cowboys Complex thereon or in connection therewith.

(b) In order to facilitate the development and construction of the Cowboys Complex, including necessary and related automobile parking facilities, Landlord may acquire, with funds provided in the manner set forth in the Closing Conditions Agreement, all or any portion of the Land for the public purposes of the Cowboys Complex and Related Infrastructure, subject to the procedures and limitations set forth herein and in the Closing Conditions Agreement, and otherwise on terms and conditions acceptable to the City in its sole discretion.

(c) Concurrently with Landlord's acquisition of any additional tracts of real property that become a part of the Land, Landlord and Tenant shall execute amendments to this Lease, each in form and content mutually and reasonably satisfactory to each of Landlord and Tenant, describing the additional tracts and all of the Land with particularity.

Section 4.3. Ownership of Plans and Specifications.

Landlord and Tenant shall jointly own all of the architectural drawings, renderings, designs, plans and specifications, and other instruments of service or design documents related to the design of the various components of the Cowboys Complex; provided, however, that Landlord may only use such design documents in connection with the maintenance, repair or demolition of the Cowboys Complex, after the termination of this Lease or at any time as necessary in the performance of the City's governmental functions. Except for Landlord's use of

the design documents for the purposes set forth in the immediately preceding sentence, Tenant shall at all times have the exclusive right to use, license and grant rights to such design documents.

Section 4.4. Sales Taxes During Construction.

During construction of the Cowboys Complex, the City, Tenant, and Project Developer shall cooperate in seeking a determination from the Comptroller of Public Accounts of the State of Texas confirming that items of tangible personal property (including without limitation materials, equipment and supplies) acquired by Tenant and/or by the Project Developer on behalf of the City pursuant to the Project Documents shall be exempt from sales and use taxes. City, Tenant and Project Developer shall take appropriate or necessary steps to establish and maintain the foregoing exemption, including, without limitation (i) structuring all construction contracts and subcontracts as "separated contracts" within the meaning of the Texas Tax Code, containing separately stated contract prices for materials and labor, (ii) executing and delivering an agreement or agreements between the City and the Project Developer providing for donation and assignment to the City of items of tangible personal property (including materials, equipment and supplies) purchased with funds disbursed out of the Project Account(s) as and when incorporated into the Cowboys Complex or as and when delivered to the Land (or any off-site staging area in preparation for delivery to the Land), (iii) the City's confirming in writing to the Project Developer the City's acceptance of delivery of each donation of such tangible personal property, and (iv) the Project Developer's issuing exemption certificates to its contractors and requiring that all contractors issue resale certificates to their subcontractors, in each case claiming appropriate exemption from tax.

Section 4.5. Streets.

In the event that Tenant or Project Developer requests that any streets or alleys constituting a portion of the Land be permanently closed, Landlord will promptly assist Tenant in the governmental processing of such requests, so as not to unreasonably delay, prevent or otherwise hinder the development of the Cowboys Complex. To the extent permitted by Applicable Law, Landlord's cooperation may include, without limitation, executing petitions, applications and other documents to be submitted to other Governmental Authorities, and, when within the City's authority, granting written approvals, permits or certificates pursuant to Tenant's request.

Section 4.6. Related City Roadway Improvements.

Tenant shall cause to be designed, or may authorize Project Developer to cause to be designed, subject to the City's governmental approval, the roadway improvements necessary to support the Cowboys Complex. The City agrees to work with Tarrant County and Tenant to develop a method of financing such improvements. To the extent such improvements are not financed by Tarrant County, the costs thereof shall constitute a part of the Project Costs and shall in such event be paid for under the procedures and from the sources provided for in the Closing Conditions Agreement.

Section 4.7. Permits and Licenses.

(a) Tenant shall obtain or cause Project Developer to obtain, or cause to be obtained, all permits, licenses, and approvals that are required by the City for projects of similar size, scope, and purposes as the components of the Cowboys Complex, plus all such other permits, licenses, and approvals required by Governmental Authorities in connection with the design, planning, construction, and completion of the Cowboys Complex and the use and occupancy thereof. Any fees or costs imposed by the City relating to the issuance of such permits, licenses, and approvals shall be based on the actual costs thereof and shall not, as to the City, exceed the City's posted fee schedule for all construction in the City in effect at the time such fees are due. All fees and costs for the issuance of permits, licenses, and other approvals required hereunder shall be Project Costs.

(b) To facilitate and expedite (i) scheduling and conducting necessary inspections, (ii) granting necessary permits to be issued by Landlord, and (iii) the completion of other required compliance with Landlord's ordinances, rules or regulations with respect to the design and construction of the Cowboys Complex, the Landlord shall assign at all times a sufficient number of personnel to the Cowboys Complex who shall, as necessary, be available at the construction site during the construction of the Cowboys Stadium and other improvements and who shall have and shall, in good faith, exercise (to the extent permitted by Applicable Law) such authority necessary to provide all such approvals and issue such permits as required from Landlord with regard to the construction of the Cowboys Stadium and other improvements on a timely basis. Landlord and Tenant shall reasonably cooperate with each other to determine the costs required to complete such work.

Section 4.8. City Participation in Designing the Cowboys Complex.

(a) Tenant shall require the Project Developer to reasonably consult or contractually obligate the project architect, those engineers with whom the Project Developer has contracted directly, and the general contractor to reasonably consult with the City's Representative, or its authorized designees, to ensure the Project Developer's compliance with the City's code requirements applicable to the design and construction of the Cowboys Complex, including specifically the Related Infrastructure.

(b) Landlord's participation in the design review and construction of the Cowboys Complex shall otherwise be limited to (i) the enforcement of Landlord's code requirements applicable to the Cowboys Complex, (ii) verifying that the design of the various parts of the Cowboys Complex conforms to the City's codes, general construction ordinances and regulations applicable to the Cowboys Complex, (iii) approving all connections or tie-ins between the Cowboys Complex, including the Related Infrastructure, and existing City streets, storm sewers and utilities and (iv) approving the proposed vehicle access and circulation in order to maximize efficient and effective traffic flow to and from public streets, during both event and non-event days.

(c) Landlord, through the City's Representative, shall additionally:

(i) promptly furnish to Tenant, upon receipt by Landlord, copies of any and all legal notices received by the Landlord affecting the Cowboys Complex, including, without limitation, notices from Governmental Authorities, notices from any party claiming any default in any financing or payment obligation, and any other notice not of a routine nature;

(ii) promptly notify Tenant of any suit, proceeding or action that is initiated or threatened in connection with the Cowboys Complex or against Tenant, Project Developer or the City in connection with the Cowboys Complex; and

(iii) cooperate with the Tenant and the Project Developer in the development and construction of the Cowboys Complex and exercise good faith and diligence in connection with its obligations, rights, and responsibilities of the parties hereunder with regard to the Land and the activities and operations to be conducted thereon, including the issuance of site and building permits, reasonable zoning and platting changes and variances, and certificates of occupancy and temporary occupancy in accordance with applicable codes and regulations, and in timely conducting inspections and issuing approvals for design and construction, in each case as required from the City with regard to the construction of the various components of the Cowboys Complex on a timely basis and in accordance with Applicable Law (but without expansion of the City's scope of authority granted or obligations imposed under this Lease and/or then required under Applicable Law).

(d) By performing the functions described in this Article IV, the Landlord shall not, and shall not be deemed to, assume the obligations or responsibilities of the Tenant, the Project Developer, any project architect, any general contractor, whose respective obligations pursuant to their respective agreements shall not be affected by the Landlord's exercise of the functions described in this Article IV. Further, by approving any plans and specifications, the Landlord shall not, and shall not be deemed to, have waived its rights and obligations with regard to the enforcement of its building, fire, safety, and health ordinances and compliance with the City's established permitting process.

Section 4.9. Improvement Rights; Rights to Alter and Demolish; Intellectual Property.

(a) In addition to the components of the Cowboys Complex required to be constructed pursuant to the Project Development Agreement during the Development Period, Tenant shall otherwise, during and after the Development Period, have the right, at its option and in its sole discretion, to develop portions of the Land, and to erect buildings and other improvements thereon, and to alter, add to, reconstruct, remodel or demolish as often as and whenever Tenant deems proper or desirable, and to devote the same for any lawful uses and purposes, subject to the applicable ordinances, rules, and regulations of the City (as same may have been modified or stayed by virtue of any variances granted with respect to the Cowboys Complex in accordance with Applicable Law) and to the terms and provisions hereof and as long as such development, demolition, reconstruction and remodeling does not materially interfere with the operation of the Cowboys Stadium for its intended primary purpose as the home field professional sports venue for the Team pursuant to the Franchise Agreement and this Lease.

Title to all buildings and permanent improvements constructed on the Land, and fixtures attached thereto, shall immediately vest in Landlord and shall continue to reside with Landlord throughout the Term of this Lease, subject to the below and all of Tenant's rights hereunder. In the event that Tenant (or the Club, or any affiliate thereof or any licensee or subtenant of Tenant) physically attaches any fixtures or other items to the Cowboys Complex which are not essential for the reasonable operation of the Cowboys Stadium as a sports and community venue project in accordance with the Act, such items may be removed from the Cowboys Complex upon the expiration or termination of this Lease. For purposes of illustration, and not limitation, stadium light fixtures, spectator seats, toilets and sinks, are essential items, while video monitors, athletic training equipment, physical therapy equipment and Sponsor Signs are not essential items. Tenant shall patch any holes or otherwise repair any damage to the Cowboys Complex caused by Tenant's removal of any non-essential items.

(b) Tenant (or the Club or any affiliate thereof) shall own all intellectual property rights in, and relating to, the Cowboys Complex, whether now in existence or created in the future, including, without limitation, all plans and specifications (subject to Section 4.3 hereof), copyrights, trademarks, trade dress and merchandising rights in the Cowboys Complex, all names, logos and likenesses, as well as the rights to protect, enforce and license any or all of the foregoing.

Section 4.10. Easements and Dedications.

In order to develop portions of the Land, it may be necessary or desirable that street, water, sewer, drainage, gas, power lines, set back lines, and other easements, and dedications and similar rights (the "Easements and Dedications") be granted or dedicated over or within portions of the Cowboys Complex (or any property owned by Landlord), by plat, replat, grant, deed or other appropriate instrument. Landlord shall reasonably cooperate with Tenant, at Tenant's cost, in connection with any Easements and Dedications desired by Tenant. If Tenant requests in writing that Landlord join with Tenant in executing and delivering such documents, from time to time throughout the Term, as may be reasonably appropriate or necessary for the development, construction or operation of the Cowboys Complex, Landlord shall not unreasonably withhold, condition or delay its consent to such request (provided that it shall not be considered unreasonable of Landlord to withhold such consent to any such Easements and Dedications on property other than the Cowboys Complex if such Easements and Dedications (a) materially and adversely interfere with other dedicated purposes of such property, or (b) are otherwise prohibited by Applicable Law). In no event shall Landlord grant any Easements and Dedications within the boundaries of the Cowboys Complex without the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed (provided, that it shall not be considered unreasonable of Tenant to withhold consent to any such Easements and Dedications which may, in the reasonable estimation of Tenant, affect, disrupt or interfere with the operations or economics of the Cowboys Stadium).

Section 4.11. Zoning and Other Governmental Approvals.

(a) In the event that Tenant deems it necessary or appropriate to obtain use approvals, zoning approvals, site plan approvals, building permits, temporary or permanent certificates of occupancy, elevator permits, foodservice permits, liquor licenses, permits for any signs on or

near the Cowboys Complex, or any other permit from the City, or any other Governmental Authority having jurisdiction over the Land or any portion thereof or interest therein, the City agrees, from time to time, on request of Tenant, to reasonably assist Tenant in obtaining such governmental approvals, as may be appropriate to expedite the construction of the Cowboys Complex and to facilitate the use of the Cowboys Complex as contemplated and permitted hereunder, and to cooperate in good faith with Tenant in all such efforts. The City's cooperation may include, without limitation, executing petitions, applications and other documents to be submitted to other Governmental Authorities, and, when within the City's authority, granting written approvals, permits or certificates pursuant to Tenant's request, to the extent permitted by Applicable Law.

(b) With respect to advertising placed within the boundaries of the Cowboys Complex, including any marquee, pylon, monument or directional signs, such items will not be restricted, except by safety, environmental, zoning and other like regulations that are applicable to the Land, and the City shall provide (or assist in obtaining from any other applicable Governmental Authority) the necessary permits, variances and authorizations to maximize signage and signage revenue to Tenant, to the extent permitted by Applicable Law. In addition, Landlord acknowledges that it may be desirable and appropriate for additional signage (including advertising and directional signage) for the Cowboys Complex to be placed outside the boundaries of the Cowboys Complex, such as on certain highways, roadways and the like, near the Cowboys Complex, and the City agrees to provide all permits, variances and authorizations required by applicable rules, regulations and ordinances for all such signage as may be reasonably requested by Tenant, to the extent permitted by Applicable Law. All signs permitted under this Lease must comply with all Applicable Laws, including (without limitation) any laws regarding public display of obscene, profane or sexually explicit materials and any applicable limitations on sign specifications related to public health and/or safety concerns.

(c) Tenant shall have discretion to name or re-name, from time to time, the streets and roadways constituting a portion of the Cowboys Complex, to the extent permitted by Applicable Law. In addition, Landlord acknowledges that it may be desirable and appropriate for streets and roadways outside of, but adjacent to, the Cowboys Complex, to be named or re-named, from time to time, with names selected by Tenant and approved by the City to identify, locate or otherwise promote the Cowboys Complex or its components. Street names selected by Tenant may include, without limitation, names in honor of the Team, names in honor of individuals associated with the Team, or other names inspired by sports, entertainment or the community in general. Landlord agrees, from time to time, upon request of Tenant, to provide permits, variances and authorizations required by applicable rules, regulations and ordinances for all such names (and signage therefore) as may be reasonably requested by Tenant, to the extent permitted by Applicable Law. Tenant shall pay the cost for producing and installing any street sign requested by Tenant.

ARTICLE V

Use of Premises

Section 5.1. Use.

(a) The Landlord leases the Cowboys Complex to the Tenant and Tenant leases same from Landlord effective on the Effective Date, and Tenant shall receive possession of the Cowboys Complex and have the responsibilities and obligations with respect thereto from and after the Effective Date as set forth in and subject to the provisions of Sections 1.2, 1.4 and 4.1 of this Lease, as well as under and pursuant to this Section. During the Development Period, Tenant shall occupy the Cowboys Complex for the purposes of (i) completing the design, construction, and equipping of the Cowboys Stadium and Related Infrastructure for the primary use of the Club in performing its obligations to the Landlord under the Franchise Agreement from and after the Operational Date, and (ii) beginning and/or completing the design, construction, and equipping of the other components of the Cowboys Complex.

(b) During the Development Period, Tenant shall have the right to grant to the Project Developer the right to enter upon the Land and to conduct any lawful activities deemed desirable by Tenant and the Project Developer in connection with the design and construction of the Cowboys Stadium and the remaining components of the Cowboys Complex.

(c) From and after the Operational Date and throughout the remainder of the Term, and during any Extension Period, Tenant (X) shall use the Cowboys Complex for the purposes of (i) conducting home football games of the Team in accordance with League rules, and (ii) operating facilities for other uses in support of the Team (which uses may be selected by Tenant in its sole discretion, from time to time, including, without limitation: Team offices; Team practice facilities; offices for stadium operations; food service establishments; retail establishments; museums; parking structures and other public facilities), and (Y) may also use the Cowboys Complex for (i) hosting indoor and outdoor sports and entertainment events, which may or may not be related to the Team (which events shall be determined by Tenant in its sole discretion, but subject to Applicable Law), and (ii) any other lawful purposes that are not prohibited by the Act (as it exists on the date hereof) and do not materially interfere with the use of the Cowboys Stadium as a professional football facility within the League, including any portions or components of the Cowboys Complex that remain to be constructed after the Development Period. In connection with such uses, Tenant may authorize related activities by spectators of sports and entertainment events at the Cowboys Complex, such as environmentally safe activities in the parking areas of the Cowboys Stadium that do not violate the universally applicable codes and ordinances of the City or other Applicable Law (whether commonly referred to as "tailgating" or otherwise). Throughout the Term, Tenant shall use commercially reasonable efforts to maximize the use of Cowboys Stadium for purposes other than football games played by the Team; provided, however, that except as required by the Franchise Agreement, Landlord shall have no authority to require that the Cowboys Complex be used to host any particular event or type of event or be used for any purpose which is not economically viable, as determined by Tenant in its reasonable discretion. Landlord acknowledges that it will be commercially reasonable for Tenant to limit use of the Cowboys Complex based on safety or security concerns, the maintenance requirements of the Cowboys Complex, scheduling conflicts

with other events to be held at the Cowboys Complex, scheduling conflicts with other events to be held nearby or in the region, the anticipated profitability (or lack of profitability) of hosting any particular event, and other factors or circumstances which may be relevant to the event industry from time to time.

(d) Tenant shall have the further right to sublease the Cowboys Complex (or any portion thereof) or grant licenses to use the Cowboys Complex (or any portion thereof) to third parties in furtherance of the purposes listed in subsection (c) of this Section, and to grant licenses to individuals to use of seats and suites in the Cowboys Stadium for specific events. Upon the request of Tenant and at Tenant's sole expense in accordance with Section 3.3(g), and to the extent not legally prohibited, Landlord, from time to time, shall provide a written certification to Tenant, a Subtenant or a Leasehold Mortgagee that a particular or contemplated use of the Cowboys Complex, or any portion thereof, is a permitted use under this Lease. In no event, however, shall Tenant be required to obtain any prior consent from Landlord before engaging (or allowing any Subtenant to engage) in any particular use of the Cowboys Complex of a type described in subsection (c) of this Section.

Section 5.2. Compliance with Laws.

Tenant agrees not to use the Cowboys Complex or any components of the Cowboys Complex for any use or purpose in violation of any valid Applicable Law of the United States, the State of Texas, the City, or other lawful Governmental Authority having jurisdiction over the Cowboys Complex. Landlord agrees that, so long as neither Landlord nor any portion of the Cowboys Complex will be subjected to any liability, loss, penalty or forfeiture, Tenant may at its sole cost and expense in good faith contest the alleged violation or the validity, enforceability or applicability of any such Applicable Law. To the extent permitted by Applicable Law, Landlord shall reasonably cooperate with Tenant in order to attempt to structure any proposed law or ordinance in a manner that would minimize its effect on the use of the Cowboys Complex..

Section 5.3. Net Lease, Maintenance.

(a) As provided in Section 14.14 hereof, Tenant acknowledges and agrees that this Lease is a "net lease" and that Tenant takes the Cowboys Complex "as is and where is," and in the condition in which found, and that, except as set forth in Section 12.1 hereof, the Landlord makes no warranty of any nature or kind with respect to the Cowboys Complex regarding its condition or its usefulness for any purpose or otherwise.

(b) From and after the Operational Date, the Tenant shall, at its sole cost and expense, continuously maintain and keep all permanent improvements or buildings that from time to time may be a part of Cowboys Complex in a reasonably good state of repair, reasonable wear and tear excepted, and the Tenant shall configure, operate, and maintain the same in a manner and at a level of quality that will permit the Club to perform all of its obligations in the Cowboys Stadium under the Franchise Agreement.

(c) Upon the expiration of the Term or earlier termination by Landlord pursuant to Section 9.4(c), Tenant shall deliver the Cowboys Complex and all components of the Cowboys Complex then situated thereon in a reasonably good state of repair, reasonable wear and tear,

obsolescence, acts of God and loss by casualty excepted, and free of any mechanic's, materialman's, or other lien that first arose as a result of Tenant's, or an affiliate of Tenant's, failure to pay a monetary obligation when due. Upon such expiration or termination, Tenant shall additionally deliver to Landlord all building systems training, operation and maintenance manuals for the Cowboys Complex that are in Tenant's possession or control and that have not theretofore been furnished to Landlord.

(d) With regard to casualties damaging any portion of the Cowboys Complex, Tenant will, within a reasonably practical time after the date of a casualty (taking into the consideration factors that could reasonably be expected to affect the timing of a repair or reconstruction project, including, without limitation, the extent of the casualty, the availability of insurance proceeds, and the availability of governmental permits), commence the work of repair, reconstruction or replacement of the damaged improvements (or any other improvement deemed appropriate by Tenant, if in compliance with the requirements hereof). Notwithstanding the preceding sentence, if Tenant determines that either (X) the Cowboys Stadium or any material Related Infrastructure shall be damaged or destroyed to an extent greater than fifty percent (50%) of the then-replacement value of the Cowboys Stadium or material Related Infrastructure, or to an extent such that the Cowboys Stadium cannot economically and feasibly be used by Tenant, or (Y) at any time during any Extension Period (if applicable) or during the final thirty-six (36) months of the Thirty-Year Period, the Cowboys Stadium, or any improvements necessary for the operation thereof, shall be damaged or destroyed to an extent greater than twenty-five percent (25%) of the then-replacement value of the Cowboys Stadium or material Related Infrastructure, then Tenant shall have the option, within six (6) months from the date of such casualty event, to terminate this Lease by giving written notice of such termination to Landlord within such six (6) month period and this Lease shall terminate as of the termination date specified in such notice to Landlord, which shall not be less than thirty (30) days after the date of such notice; provided, that if Tenant terminates this Lease pursuant to clause (Y) above, then on such date of termination by Tenant, Tenant shall pay to Landlord a cancellation fee equal to the amount of the Thirty Year Period Fixed Rent or the Extension Period Rent, as the case may be, which would have been due to Landlord throughout the remainder of the then applicable Thirty Year Term or Extension Period, as the case may be, during which Tenant exercises such termination right. Tenant's election to not terminate the Lease or Tenant's failure to timely deliver to Landlord notice of its election to terminate the Lease, time being of the essence, shall obligate Tenant to repair or reconstruct the damaged improvements in accordance with this Section 5.3(d). It is provided, however, if any of the Obligations have not been paid in full at the time Tenant terminates this Lease under this Section 5.3(d), Tenant shall be required to pay the applicable Obligations Repayment Costs. Upon the termination of this Lease as provided in this Section 5.3(d), Tenant shall pay all Rental and other sums payable by Tenant hereunder as justly apportioned to such date of termination. In the event that Tenant is obligated to, or elects to, repair or reconstruct the improvements following the occurrence of a casualty, Tenant may, at its sole discretion, repair or reconstruct the improvements to a condition or standard that is different than, or less than, the condition and standard of the Cowboys Complex as originally constructed (so long as the improvements are repaired to a condition or standard that will permit the Cowboys Stadium to host League games pursuant to League regulations and Applicable Law and will permit the Club to honor and fulfill all of its obligations under the Franchise Agreement). For purposes of illustrating (but not limiting) the preceding sentence, the Cowboys Stadium may be repaired or reconstructed to a condition or standard that is smaller, accommodates fewer

spectators, uses different building materials, or features less-technologically advanced amenities, than the Cowboys Stadium as originally constructed. In the event that Tenant is obligated to, or elects to, repair or reconstruct the improvements following the occurrence of a casualty but, during the period from the casualty until the repair of the improvements, the Cowboys Stadium is in Untenantable Condition, Tenant may elect to extend the Term of the Lease for a period of time (the "Casualty Extension Period") equal to the period during which the Cowboys Stadium is in Untenantable Condition (the "Untenantable Period"). Unless Tenant has otherwise terminated this Lease in accordance with this Section 5.3(d), Tenant shall continue to pay all Rental due during any such Untenantable Period, as and when the same is due and payable hereunder; and the amount of Rental due during the Casualty Extension Period shall then be equal to the Extension Period Rent which would have otherwise been due at such time (regardless of whether the Untenantable Period occurred during the Thirty Year Period or an Extension Period), but the amount of any such Rental payable by Tenant during such a Casualty Extension Period shall be credited and reduced by the amount of Rental paid by Tenant during the Untenantable Period preceding such Casualty Extension Period. Tenant's election to enter into the Casualty Extension Period shall not be deemed as an exercise of an Extension Option and shall not preclude Tenant from later exercising any Extension Option. Upon Tenant's election to enter into the Casualty Extension Period, Tenant and Landlord shall execute an amendment to this Lease evidencing the commencement date, termination date, and Rental due during the Casualty Extension Period.

Section 5.4. Operational Standards for Tenant.

(a) The Cowboys Complex shall be operated in a reasonable and prudent businesslike manner. Tenant shall, subject to the terms and provisions hereof, have full control of the operation and management of all components of the Cowboys Complex.

(b) Without limiting the generality of the foregoing, such control by Tenant shall include and extend to (i) the use of the Cowboys Complex for all purposes incident thereto, (ii) the charges to be made for and the terms of admittance to the various components of the Cowboys Complex, or the leasing of commercial space therein, including signage, for privileges for entertainment and amusement, and for parking, food, beverages and other concessions, (iii) employee relations and policies, (iv) all phases of promotion and publicity with respect to the Cowboys Complex, (v) the right to use, grant access to and control the parking areas and parking facilities from time to time located on the Cowboys Complex, including the right to limit its use to persons attending football games and other public events at the Cowboys Stadium, office tenants, officers, employees, agents, contractors, suppliers, service providers, shippers, and other business guests of the Cowboys Complex.

(c) Tenant shall have the full right to grant licenses, concessions, use and occupancy agreements, subleases, management agreements, operating agreements and any and all other agreements of any nature relating to the Cowboys Complex or any component thereof on such terms as Tenant deems appropriate, for periods not extending beyond the Term, for all events performed therein.

Section 5.5. Operating Revenues.

Subject to its subleases and/or other agreements (including without limitation license and/or concession agreements) with third parties, Tenant shall have the full right to collect and own as Tenant's exclusive property all revenues, profits, royalties, payments of every kind and rentals derived from, produced within or associated with the Cowboys Complex or any component thereof, including, without limitation, all sublease and other rental or license fees, admission ticket revenue, all parking fees, all revenues derived from the sale of programs, novelties and concessions, all sponsorship revenues and (except as provided herein) facility naming revenues, all radio, television, cablecast, pay television and any other broadcasting revenues of any type whatsoever, irrespective of method of transmission or whether derived from the sale of broadcasting rights, broadcast advertising or other sources of revenue relating to broadcasting of League games during the Term, and all advertising and signage revenues of any type whatsoever, including but not limited to revenues from the sale of advertising and signage on scoreboards and in all other places on the Cowboys Complex.

Section 5.6. The Franchise.

Tenant acknowledges and agrees that Landlord and the Club have executed and delivered the Franchise Agreement, that the same is in full force and effect in accordance with its terms, and that Tenant shall take no action to cause the Club to breach its obligations under the Franchise Agreement.

Section 5.7. Marketing Rights.

Landlord and Tenant acknowledge and agree that Tenant's right to fully control, operate and manage the Cowboys Complex shall include, without limitation, the following marketing rights:

(a) Sponsor Signs. Tenant shall have the exclusive right to sell, grant or license the placement of Sponsor Signs in, on and throughout the Cowboys Complex. Tenant, at its sole discretion, may charge a fee for the placement of any Sponsor Sign. Fees generated from Sponsor Signs, whether such fees are paid by a Name Sponsor or any other third party, shall be separate and distinct from fees generated from Naming Rights, and shall be the exclusive property of Tenant. Subject to Section 4.11(b) hereof, Tenant shall have sole discretion as to the content of any Sponsor Signs except that, during the term of the Lease, no Sponsor Signs shall promote any political party or promote the candidacy of any person running for public office.

(b) Naming Rights. Tenant shall have the exclusive right to sell, grant or license Naming Rights for the Cowboys Complex (or any portion thereof), subject to the prohibition that the name designated for the Cowboys Complex (or any portion thereof), pursuant to any Naming Rights shall not include any proper geographic name, without Landlord's prior written consent, unless such name is "Arlington" or the "City of Arlington." Notwithstanding the foregoing, nothing herein shall prohibit Tenant or the Club from displaying the name "Dallas Cowboys" or "Texas Stadium" anywhere at the Cowboys Complex, or from otherwise using the name "Dallas Cowboys" or "Texas Stadium" in any aspect of their business operations. Tenant, at its sole discretion, may charge a fee for any Naming Rights, which fee shall be the exclusive property of

Tenant, subject to the payment of Naming Rights Rent hereunder. Tenant shall be under no obligation to sell, grant, license or collect a fee for any Naming Rights.

Section 5.8. Security/Traffic Management, Reimbursement of Costs.

(a) To the extent permitted by Applicable Law, and in order to facilitate Tenant's use of the Cowboys Complex, Tenant shall have the authority to determine the staffing needs for security and safety personnel (including, without limitation, police, fire department, paramedic service, and emergency flight service) for the Cowboys Complex. To the extent permitted by Applicable Law, Tenant may deal directly with any public or private agency (without the need to consult Landlord or any particular representative of Landlord) to arrange for such services, and to negotiate the scope, costs, and other terms of such services. Upon Tenant's request, Landlord shall cooperate with Tenant in the provision of general security, safety and traffic management services in conjunction with sports, entertainment and other public events held at the Cowboys Stadium.

(b) Tenant may close, redirect the traffic flow of, or otherwise restrict access to, streets to and around the Cowboys Stadium on event days, to the extent permitted by the City's Department of Public Works and under the supervision and direction of such department. Landlord shall cause its Department of Public Works to reasonably cooperate with the Tenant regarding the designation and manner of such street closure and restrictions; provided, that Tenant shall, in addition to any costs required to be paid by Tenant under Section 5.8(c) below, be responsible for the payment of the City's customary cost of setting any barricades in connection with such street closures or traffic controls.

(c) As an ongoing operating expense of the Tenant, the Tenant agrees to reimburse the City for its actual costs of providing, at the request of the Tenant, police, fire, security, and other municipal services in connection with events conducted at the Cowboys Complex (other than those services that the City routinely and generally provides to other commercial establishments in the City). Landlord and Tenant shall reasonably cooperate with each other to determine, reasonably in advance of any events at the Cowboys Complex, the police, fire and other municipal services staffing required for such event, and the amount of any such costs for which Tenant will be responsible before such costs are incurred. The costs charged to Tenant for such services shall be at the lowest rates then generally made available by the City for such services.

Section 5.9. Hazardous Materials.

Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Cowboys Complex except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Applicable Laws regarding Hazardous Materials. Tenant (i) shall furnish or cause to be furnished to Landlord copies of any soils and other geotechnical reports that Tenant or Project Developer may obtain relating to the Land, promptly after receipt thereof, and (ii) shall use good faith efforts to have the entities that rendered such reports include the City as an additional addressee and/or cause such reports to contain a statement that expressly permits the City to be able to rely on each such report. If Tenant breaches its obligations under this Section 5.9,

Landlord may, following reasonable advance notice in writing to Tenant (except in the event of an emergency) and the continuation of such breach following such notice period, take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. In addition to any other indemnity of Landlord elsewhere in the Lease or any other Project Document, Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of clean up and remediation) arising from Tenant's use, generation, storage or disposal of Hazardous Materials on or about the Cowboys Complex at any time during the Term. In no event shall Tenant be required to take any remedial action with respect to Hazardous Materials which were introduced to each parcel of Land prior to Landlord's acquisition of such parcel (and in no event before the Effective Date), unless Landlord and/or Tenant is otherwise mandated by Applicable Law. Subject to Section 5.10 below, upon the termination of this Lease, Tenant shall be permitted to surrender the Cowboys Complex to Landlord subject to any physical conditions which were present on each parcel of Land prior to Landlord's acquisition of such parcel (and in any event before the Effective Date), unless otherwise required to be removed, by Applicable Law, during the Term. The indemnity provision under this Section 5.9 shall survive the termination or expiration of this Lease for a period of two (2) years following such termination or expiration (the "Environmental Survival Period"). For purposes of the preceding sentence, the term "survive" shall mean that Landlord shall only be entitled to pursue a legal claim or cause of action against Tenant pursuant to this Section 5.9 to the extent Landlord files a suit with respect to any legal claim relative to such indemnification on or before the expiration of the Environmental Survival Period indicated.

Section 5.10. Hazardous Materials Put Option.

In addition to Landlord's rights and remedies under Section 5.9 relating to Hazardous Materials, if, as of the date on which this Lease expires or terminates, any parcel of Land contains any Hazardous Materials that both (a) are materially in excess of the levels of Hazardous Materials reasonably anticipated in connection with the ordinary and proper legal use of a multi-functional stadium, coliseum, sports and community venue project designed to seat approximately 75,000 spectators, and (b) either (i) did not exist on such parcel as of the date such parcel was acquired by Landlord, or (ii) are materially in excess of the levels that existed on such parcel on the date such parcel was acquired by Landlord, regardless of the cause or origin of such Hazardous Materials on the applicable parcel(s) of Land, then at any time during the Environmental Survival Period, Landlord, at its sole option, may transfer, convey, or put such affected parcel(s) to Tenant or other entity designated by Tenant, and Tenant or such other entity shall accept such parcel(s). Without limiting the generality of the foregoing, any Hazardous Materials at levels in excess of the Tier 1 Protective Concentration Levels applicable to industrial and commercial property (in effect as of the Effective Date) or any corresponding standards subsequently adopted by the Texas Commission on Environmental Quality or its successor shall be considered "material." Landlord's conveyance pursuant to the put option shall be by means of a special warranty deed which shall be countersigned by Tenant (or the other entity designated by Tenant) to (i) acknowledge the release of Landlord for any liability in connection with Hazardous Materials on the land as described in this Section 5.10, and (ii) expressly reserve any rights to pursue liability against third parties with respect to Hazardous Materials. In addition to

any other rights or remedies of Landlord under this Lease, Landlord may enforce the foregoing put option through specific performance without pursuing the dispute resolution procedures set forth in Section 9.5 and Exhibit B (Section 9.5 notwithstanding to the contrary). Landlord may not exercise the put option described in this Section 5.10 if Landlord caused the introduction or increase of Hazardous Materials to the Land which would otherwise give rise to such option. In the event that Landlord exercises such option, Landlord shall reasonably cooperate with Tenant (or the entity designated by Tenant to acquire title to the Land) in order to permit Tenant (or the designated entity) to pursue any lawfully available remedies against any third party which may be responsible for the presence or increase of Hazardous Materials on the Land. The terms and conditions of this Section 5.10 shall survive the termination of this Lease for the Environmental Survival Period.

ARTICLE VI

Insurance and Indemnity

Section 6.1. Liability Insurance.

Tenant agrees, at its sole expense, to obtain and maintain public liability insurance at all times during the Term with responsible insurance companies rated A-VII or better by A.M. Best, legally authorized to transact business in the State of Texas, with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for personal injury to or death of any person or persons and property damages, protecting Landlord, by naming Landlord as an additional insured, and Tenant against any liability, damage, claim or demand in any way arising out of or connected with the condition or use of the Cowboys Complex. Such insurance coverage may be maintained by any combination of single policies and umbrella policies and may be obtained and maintained by a Subtenant with respect to that portion of the Cowboys Complex subleased to such Subtenant. During any construction of any part of the Cowboys Complex, Tenant shall cause the general contractors for each phase of the construction to obtain and maintain public liability insurance with limits of at least those amounts specified above, naming Landlord and Tenant as additional insureds, and protecting against any liability, damage, claim or demand in any way arising out of or connected with the Cowboys Complex or such construction.

Section 6.2. Casualty Insurance.

At all times during the Term, but commencing only upon commencement of Tenant's construction or installation of the buildings and/or structures included in the Cowboys Complex, Tenant shall at its sole expense keep all buildings and structures included in the Cowboys Complex insured against loss or damage by fire, with extended coverage (if obtainable) to include direct loss by fire, windstorm, hail, explosion (other than boiler explosion), riot, civil commotion, terrorism (if available on commercially reasonable terms and cost), and smoke, with responsible insurance companies legally authorized to transact business in the State of Texas. Such insurance shall be in an amount sufficient to pay the applicable Obligations Repayment Costs.

Section 6.3. Policies.

All insurance policies required by this Article shall provide for at least thirty (30) days' written notice to Landlord before cancellation and copies of certificates of policies of insurance shall be delivered to Landlord and the form and substance thereof shall be subject to the approval of Landlord (which approval shall not be unreasonably withheld, conditioned or delayed). Landlord agrees that such policies may provide for such deductibles as Tenant determines to be commercially reasonable. If any blanket general insurance policy of Tenant complies with the terms of these provisions, the naming of Landlord therein as an additional insured shall be deemed compliance with the requirements for the insurance coverage provided in any such blanket policy.

Section 6.4. Named Insureds; Adjustment of Losses.

At the request of Tenant at any time during the Term, any Leasehold Mortgagee may be named as an additional insured under any of such casualty insurance policies required under Section 6.2 hereof, as its interest may appear. Any loss under any such casualty insurance policy required under Section 6.2 hereof shall be made payable to an "Insurance Trustee" for the benefit of Landlord and Tenant, to the end that the Insurance Trustee shall be entitled to collect all money due under such insurance policies payable in the event of and by reason of the loss of or damage to the Cowboys Complex, to be applied pursuant to Section 6.5 below. Any accumulation of interest on the insurance proceeds collected by the Insurance Trustee shall be added to, and become a part of, the trust fund being held by the Insurance Trustee for the benefit of Landlord and Tenant. The adjustment of losses with the insurer shall be made by the Insurance Trustee only after securing the approval of Landlord and Tenant.

Section 6.5. Application of Proceeds of Casualty Insurance.

All proceeds payable pursuant to the provisions of any policies of casualty insurance required to be carried under the terms hereof shall be applied for the following purposes:

(a) Unless this Lease is terminated in accordance with its terms, all proceeds shall first be used, subject to any other terms and conditions contained in this Lease, as a fund for the restoration and repair of the portion of the Cowboys Complex, and of any and all buildings, improvements and equipment included therein, which have become destroyed or damaged and for which such proceeds are payable; and

(b) If this Lease is terminated in accordance with its terms, proceeds shall be disbursed to the Insurance Trustee to the extent of and for application to the payment of the Obligations Repayment Costs.

(c) Any funds not disbursed pursuant to Section 6.5(a) and Section 6.5(b) above shall be applied, subject to the terms of any Leasehold Mortgage, as directed by Tenant.

Section 6.6. Indemnity.

From and after the Effective Date, Tenant agrees to indemnify Landlord against, and to hold Landlord harmless from any and all liabilities, damages, claims or demands arising out of

any accident or occurrence during the Term causing death or injury to any person or persons, or damage to any property in any way connected with the demolition or construction of, or any land excavation or other grading in connection with the construction of any improvements on the Cowboys Complex performed solely by or at the sole discretion of Tenant, or any of its agents, representatives or affiliates, or the other use, occupancy or operation of the Cowboys Complex, including all improvements thereon, or any part thereof by Tenant or any of its affiliates; except to the extent any such liabilities, damages, claims or demands are caused by the negligence or willful acts of Landlord or any of Landlord's officers, agents, representatives or employees. The preceding sentence shall not be construed to create any obligations or liabilities of Landlord which do not already exist as a matter of law or are not expressly set forth herein.

Section 6.7. Waiver of Subrogation.

Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claims, actions or causes of action against the other, its agents, servants, partners, shareholders, officers or employees, for any loss or damage that may occur to the Cowboys Complex or any improvements thereto or any personal property of such party therein, by reason of fire, the elements or any other cause which is insured against (or which is required hereunder to be insured against), **regardless of cause or origin, including negligence of the other Party hereto, its agents, officers, partners, shareholders, servants or employees**, and Landlord and Tenant each covenants that no insurer shall hold any right of subrogation against such other Party. If the respective insurer of Landlord and/or Tenant does not permit such a waiver without an appropriate endorsement to such Party's insurance policy, then Landlord and Tenant each covenant and agree to notify its insurer of the waiver set forth herein and to secure from such insurer an appropriate endorsement to its respective insurance policy with respect to such waiver.

ARTICLE VII

Assignment and Subletting

Section 7.1. Assignment.

Tenant shall have the right at any time, without the consent of Landlord, but only with the written consent and agreement of the Club confirmed in writing to the Landlord, to sell or assign all, or any portion, of the leasehold estate created hereby, or all, or any, of the rights of Tenant hereunder, so long as this Lease remains a "net lease" as described in Section 14.15 hereof. Upon any such assignment, the assignee shall be deemed to have taken such assignment subject to the terms and conditions of this Lease. Except as provided below, Tenant shall remain liable to Landlord for all liabilities or obligations of the tenant provided under this Lease pertaining to the Cowboys Complex, including but not limited to the obligations of Tenant set forth in Articles II and III hereof, unless expressly released in writing therefrom by Landlord. Notwithstanding the foregoing, Tenant shall be relieved from all liabilities or obligations under this Lease that first arise from and after the date of assignment pertaining to the assigned portion of the Cowboys Complex if such assignment is made in connection with the sale or transfer of the Team and the Franchise to an entity not affiliated with Tenant, provided the assignee and the new owner of the Team and the Franchise expressly assumes in writing, which shall be delivered

to Landlord, the obligations of Tenant, Club, or other entity that is a party to any other Projects Documents being assumed, as applicable, under the Franchise Agreement, the Lease Guaranty and this Lease, with respect to the assigned portion of the Cowboys Complex.

Section 7.2. Subletting.

Tenant shall have the right at any time, without the consent of Landlord, but subject to the terms and provisions of this Lease, to sublet, license or otherwise assign the rights of use to Seats, Suites concessions any other portion of the Cowboys Complex (or the entire Cowboys Complex) as Tenant shall desire, including, but not limited to, scoreboards, end-zones, concourses, club areas, parking areas, walls, signs and billboards located within or associated with the Cowboys Complex. In addition to, and not in limitation of, the foregoing, Tenant may sublet, license or otherwise assign all, or any, rights of Tenant hereunder to the Club.

Section 7.3. Nondisturbance Agreement.

Upon the written request of Tenant, Landlord will enter into a Nondisturbance Agreement with any Subtenant that is not an affiliate of Tenant. The Nondisturbance Agreement shall include such reasonable provisions as requested by the Subtenant, subject to the approval of Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), but in any event shall (i) reaffirm Landlord's ownership of the Cowboys Complex, (ii) confirm (if true) that this Lease is in full force and effect without default by Tenant (or, if a default exists, specifying the default and the remedy required by Landlord), and (iii) provide, in substance, that, so long as the Subtenant complies with all of the terms of its sublease, Landlord, in the exercise of any of its rights or remedies under this Lease, shall not deprive the Subtenant of possession, or the right of possession, of the subleased property during the term of the sublease, or join the Subtenant as a party in any action or proceeding to enforce or terminate this Lease or obtain possession of the property leased in the sublease for any reason other than a breach by the Subtenant of the terms of the sublease which would entitle Landlord to dispossess the Subtenant thereunder, provided that (a) such Nondisturbance Agreement shall not cover any period beyond the Term, and (b) simultaneously with the execution of the Nondisturbance Agreement, the Subtenant, at the request of Landlord, shall agree in writing that, in the event of any termination of this Lease prior to the expiration of its Term, the Subtenant shall be deemed attorned to Landlord, and shall become a tenant of Landlord under its sublease or other agreement, with all rental or other fees thereunder payable to Landlord from and after the date of such attornment.

Section 7.4. General Provisions.

Tenant shall, in connection with any assignment or sublease, provide notice to Landlord of the name, legal composition and address of any assignee or Subtenant. In addition, Tenant shall provide Landlord with a description of the nature of the assignee's or Subtenant's business to be carried on in the Cowboys Complex. In no event, however, shall Tenant be required to provide Landlord with a copy of any assignment agreement or sublease.

ARTICLE VIII

Leasehold Mortgages

Section 8.1. Leasehold Mortgage Permitted.

Tenant shall from time to time and at any time have the right to grant a Leasehold Mortgage, and in such event, upon Tenant's written request to Landlord, Landlord will execute and deliver a reasonable estoppel certificate and recognition agreement, each addressed to the Leasehold Mortgagee under such Leasehold Mortgage setting forth the information described in Section 14.2 hereof, confirming the terms of this Article VIII, and providing Landlord's agreement to recognize the Leasehold Mortgagee or any purchaser of the Cowboys Complex at foreclosure in the same manner as an assignee pursuant to Section 7.1 hereof. Landlord agrees to accept amendments of this Lease which are reasonably requested by a Leasehold Mortgagee prior to the execution of its Leasehold Mortgage which are reasonably calculated to protect the Leasehold Mortgagee's interest in this Lease under its Leasehold Mortgage and do not, in the reasonable opinion of Landlord, materially diminish the rights of Landlord under this Lease. Notwithstanding the foregoing, no Leasehold Mortgagee shall by virtue thereof acquire any greater right in the Cowboys Complex and in any building or improvements thereon than Tenant then had under this Lease, and provided further that any Leasehold Mortgage and the indebtedness secured thereby shall at all times be and remain inferior and subordinate to all of the conditions, covenants and obligations of this Lease and to all of the rights of Landlord hereunder. In no event shall Tenant have the right to encumber, subordinate or render inferior in any way Landlord's fee simple title and reversionary interest in and to the Cowboys Complex; except as expressly set forth to the contrary in any of the Project Documents.

Section 8.2. Notices to Leasehold Mortgagees.

If at any time after execution and recordation of any Leasehold Mortgage in the Real Property Records of Tarrant County, Texas, in accordance with the provisions of Section 8.1, the Leasehold Mortgagee or Tenant shall notify Landlord in writing that the Leasehold Mortgage on the Cowboys Complex (or portion thereof) has been given and executed by Tenant, and shall furnish Landlord at the same time with the address to which Leasehold Mortgagee desires copies of notices to be mailed, or designates some person or corporation as its agent and representative for the purpose of receiving copies of notices, Landlord hereby agrees that it will thereafter mail to Leasehold Mortgagee and to the agent or representative so designated by the Leasehold Mortgagee, at the address so given, duplicate copies of any and all notices in writing which Landlord may from time to time give or serve upon Tenant under and pursuant to the terms and provisions of this Lease, or in connection herewith, and any and all pleadings in suits filed by Landlord against Tenant, as applicable. No notice to Tenant shall be effective as to Tenant or Leasehold Mortgagee unless duplicate copies thereof are mailed to such Leasehold Mortgagee at the same time the notice is given or served upon Tenant.

Section 8.3. Leasehold Mortgagee's Right to Cure.

If Landlord shall ever be entitled to exercise a remedy hereunder, after the giving of notice or the passage of time, as applicable, Landlord, subject to notification by Leasehold

Mortgagee pursuant to Section 8.2 above, shall deliver additional written notice to Leasehold Mortgagee of Landlord's intention to so terminate this Lease or exercise any other remedy and describing the existing defaults, and Leasehold Mortgagee thereafter shall have thirty (30) days to cure the defaults described in such written notice. Notwithstanding the foregoing, but subject to the provisions of Section 9.2 hereof, in the event (i) such default is not capable of cure within such 30-day period, this Lease may not be terminated, or other remedy exercised, if Leasehold Mortgagee shall deliver to Landlord, within such 30-day period, written notice of Leasehold Mortgagee's intention to cure the specified defaults and shall commence and diligently pursue the cure of the specified defaults and such defaults by reason of such due diligence are cured within ninety (90) days of the date of such notice, or (ii) any Leasehold Mortgagee is not in actual possession of the Cowboys Complex on the date of the additional notice given the Leasehold Mortgagee under this Section 8.3, and possession is necessary in order to cure any default, then the time within which such Leasehold Mortgagee may commence to cure such default shall be extended for a reasonable time not to exceed ninety (90) days until such Leasehold Mortgagee can obtain actual possession. No purported termination of this Lease, or other exercise of remedy, shall be effective until such written notice shall have been given to Leasehold Mortgagee and such 30-day period, or additional time period as provided above, shall have expired without the described defaults having been cured. Leasehold Mortgagee may, at its option any time before the rights of Tenant under this Lease shall have been terminated, pay any of the Rentals due hereunder, procure any insurance required hereunder, pay any installments due with respect to the Obligations, make any repairs and improvements required hereunder, or do any other act or thing or make any other payment required of Tenant by the terms of this Lease or which may be necessary and appropriate to comply with the covenants and conditions of this Lease to prevent the termination of this Lease. All payments so made and all things so done and performed by any such Leasehold Mortgagee shall be as effective to prevent a forfeiture of the rights of Tenant hereunder as if performed by Tenant.

Section 8.4. New Lease.

Notwithstanding anything to the contrary contained in this Lease or otherwise, in the event of termination of this Lease for any reason prior to the stated expiration date, Landlord shall promptly notify all Leasehold Mortgagees of such termination. If the Leasehold Mortgagee having the highest priority with respect to this Lease, cures all defaults giving rise to such termination as provided below, Landlord shall enter into a new lease of the Cowboys Complex with such Leasehold Mortgagee for the remainder of the Term, such new lease to be effective as of the date of termination of this Lease, at the Rental and other payments then payable under Article III hereof, and upon all of the same terms, conditions, covenants, agreements, provisions and limitations contained herein, subject to the following:

(a) The Leasehold Mortgagee entitled to the new lease shall make written request to Landlord for a new lease within sixty (60) days after receipt by the Leasehold Mortgagee of written notice from Landlord of the date of termination of this Lease; and

(b) At the time of the execution and delivery of the new lease, the Leasehold Mortgagee shall pay to Landlord all amounts specified in the notice of termination delivered by Landlord which would have been due hereunder except for such termination and which are currently due except for such termination, and shall promptly cure all other defaults giving rise to

such termination. The provisions of this Section 8.4 shall survive the termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 8.4 was a separate and independent contract among Landlord, Tenant and any Leasehold Mortgagee.

Section 8.5. Leasehold Mortgagee's Liability.

Unless a new lease shall have been executed pursuant to Section 8.4 above, no Leasehold Mortgagee shall be or become personally liable to Landlord as an assignee of this Lease, for the payment or performance of any obligation of Tenant unless and until it expressly assumes by written instrument the payment or performance of such obligation, and no assumption of liability shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by any Leasehold Mortgage, or from a conveyance or assignment pursuant to which any purchaser at foreclosure shall acquire the rights and interest of Tenant under the terms of this Lease; provided, however, any such assignee or purchaser must timely and diligently perform all obligations of Tenant hereunder.

Section 8.6. No Modification or Surrender.

During such time as Tenant's leasehold estate is subject to a Leasehold Mortgage, this Lease may not be modified or voluntarily surrendered without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE IX

Default of Tenant

Section 9.1. Monetary Defaults by Tenant.

In the event of a failure on the part of Tenant to pay Rentals and the other amounts payable hereunder when due and the continuation of such failure for ten (10) days after the date such Rentals or other amounts are due hereunder, then and in such event Landlord shall have the full right at Landlord's election to take any of the remedies set forth in Section 9.4 hereof; provided, however, Landlord may not terminate this Lease until Tenant has been provided with written notice of such failure (which notice shall include in bold or otherwise conspicuous print and manner the statement that "FAILURE OF TENANT TO CURE THE DESCRIBED MONETARY DEFAULT BY PAYMENT OF THE DELINQUENT AMOUNT TO LANDLORD WITHIN TEN (10) DAYS FOLLOWING TENANT'S RECEIPT OF THIS NOTICE MAY RESULT IN TERMINATION OF THE LEASE") and Tenant's failure then continues for ten (10) days after Tenant's receipt of such notice.

Section 9.2. Non-monetary Defaults by Tenant.

In the event of any material breach of any covenant of this Lease by Tenant other than the failure to pay Rentals when due, then and in such event Landlord shall have the right to give to Tenant and to each Leasehold Mortgagee in accordance with the provisions of Section 8.2 hereof a written notice specifying such breach, and unless within thirty (30) days from and after the date such notice is so given, Tenant or (except as may be otherwise provided in Article VIII above)

any Leasehold Mortgagee shall have commenced to remove or to cure such breach and shall be proceeding with continuous and reasonable diligence to completely remove or cure such breach within such time as is reasonably practical, taking into consideration all applicable circumstances, then Landlord shall have the full right at Landlord's election to take any of the remedies set forth in Section 9.3 hereof; provided, however, that if any Leasehold Mortgagee is not actually in possession of the Cowboys Complex at the time of such default, then the time within which such Leasehold Mortgagee may commence to cure such default shall be extended for a reasonable time not to exceed ninety (90) days. Notwithstanding the foregoing provisions of this Section 9.2, it is further provided that the following shall be events of default of Tenant hereunder entitling Landlord without notice to exercise any of the remedies set forth in Section 9.4 hereof: (i) the making of any general assignment for the benefit of creditors by Tenant; (ii) the filing of a voluntary petition in bankruptcy or a voluntary petition for an arrangement or reorganization under the United States Federal Bankruptcy Act (or similar statute or law of any foreign jurisdiction) by Tenant; (iii) the appointment of a receiver or trustee for all or substantially all of Tenant's interest in the Cowboys Complex or its leasehold estate hereunder if not removed or stayed within sixty (60) days; (iv) any action taken by Tenant which causes the Club to breach its obligations under the Franchise Agreement, beyond any applicable cure periods set forth therein; and (v) the entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating Tenant to be bankrupt, and the expiration without appeal of the period, if any, allowed by Applicable Law in which to appeal therefrom.

Section 9.3. Cross-Defaults Under other Agreements.

It is expressly agreed and provided that (a) the occurrence of any event that constitutes a default by the Club under the Franchise Agreement beyond all applicable cure periods, or (b) a default beyond all applicable cure periods by Tenant, or any affiliate of Tenant, under any of the other Project Documents, shall constitute an event of default of the Tenant under this Lease entitling Landlord, without notice, to exercise any of the remedies set forth in Section 9.4 hereof.

Section 9.4. Remedies.

Upon Landlord becoming entitled to pursue Landlord's remedies against Tenant, as provided in Sections 9.1, 9.2 and 9.3 above, and subject to the additional rights of any Leasehold Mortgagee to cure existing defaults pursuant to Section 8.3 hereof (which remains uncured beyond the expiration of any applicable grace, notice or cure period), Landlord may declare Tenant in default under this Lease and (a) enforce the performance of this Lease, (b) pursue any remedy in any manner provided and permitted by Applicable Law or in equity, including specific performance or damages, (c) terminate Tenant's right of possession under this Lease, and/or (d) terminate this Lease at Landlord's discretion. Upon Landlord's election to terminate this Lease, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the Term. All amounts actually and reasonably expended by Landlord to cure any default or to pursue remedies hereunder shall be paid by Tenant to Landlord upon demand and shall be in addition to the Rentals and other payments otherwise payable hereunder. All remedies of Landlord under this Lease shall be cumulative, and the failure to assert any remedy, and any waiver of any event of default, shall not be deemed to be a waiver of such remedy or event of default at later dates. Any amounts due to Landlord pursuant to this Section 9.4 shall be limited by the provisions of Section 14.19 hereof.

Section 9.5. Dispute Resolution.

(a) Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the parties hereto arises under this Lease or any right, duty or obligation arising herefrom or the relationship of the parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Lease, the parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 9.5. In the event a Dispute or Controversy arises, any party hereto shall have the right to notify the other party hereto that the notifying party has elected to implement the procedures set forth in this Section 9.5. Within fifteen (15) days after delivery of any such notice by one party to the other party regarding a Dispute or Controversy, a representative of each of the parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained within fifteen (15) days after the meeting of the parties' representatives for such purpose, or such longer period as the parties may mutually agree upon, then either party may by notice to the other party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 9.5(b) and Exhibit "B" hereto. Upon the receipt of notice of referral to arbitration hereunder, the receiving party shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section 9.5 and Exhibit "B" hereto without regard to the justiciable character or executory nature of such Dispute or Controversy.

(b) Arbitration. Each party hereto hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 9.5(a) above shall be submitted to binding arbitration hereunder and shall be resolved exclusively and finally through such binding arbitration in accordance with the Arbitration Procedures. This Section 9.5(b) and Exhibit "B" hereto are and hereby constitute a written agreement by the parties hereto to submit to arbitration any such Dispute or Controversy arising after the effective date of this Lease within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

(c) Emergency Relief. Notwithstanding any provision of this Lease to the contrary, any party hereto may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Tarrant County, Texas. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the Arbitration Procedures, notwithstanding that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the parties hereto expressly agree that the Arbitration Procedures will still govern the ultimate resolution of that portion of the Dispute or Controversy not resolved pursuant to said court order.

ARTICLE X

Default of Landlord

Section 10.1. Defaults.

In the event of any material breach of any specifically and expressly identified obligation, representation or warranty of Landlord contained in this Lease, then and in such event Tenant shall have the right to execute and deliver to Landlord a written notice specifying such breach or the occurrence of such event, and unless within thirty (30) days from and after the date of delivery of such notice Landlord shall have commenced to remove or to cure such breach or occurrence and shall be proceeding with reasonable diligence to completely remove or cure such breach or occurrence, then Tenant shall have the full right at Tenant's election to take any of the remedies set forth in Section 10.2 hereof.

Section 10.2. Remedies.

Upon Tenant becoming entitled to pursue Tenant's remedies against Landlord, as provided in Section 10.1 above, Tenant may enforce the performance of this Lease, abate payment of any Rental due for so long as any default remains uncured (to the extent of any monetary damages incurred as set forth in this Lease), and pursue any remedy in any manner, or exercise any remedy, provided and permitted by Applicable Law, in equity or under this Lease. All remedies available to Tenant shall be cumulative and Tenant's exercise of a single remedy shall not later preclude Tenant from exercising any other available remedy.

Section 10.3. Grant of Peaceful Possession, Denial of Quiet Enjoyment.

(a) The Landlord hereby grants to, and the Tenant shall have, peaceful possession and quiet enjoyment of the Cowboys Complex against hindrance or disturbance throughout the Term for the primary purpose of enabling the Club to perform its obligations under the Franchise Agreement and for other lawful purposes that are permitted by the Act and other Applicable Law. In that regard, Landlord agrees that Tenant shall throughout the Term of this Lease have the exclusive use and control of the surface of the Land, subject to the terms and conditions of this Lease and further subject to Applicable Law. Landlord further agrees that Landlord expressly releases and waives, on behalf of itself and its successors or assigns, including any future lessees of the mineral estate with respect to the Land, all rights of every kind and character whatsoever to enter upon, use or in any way disturb the surface of the Land, or any part thereof, for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purpose incident to the development or production of the oil, gas and other minerals in, on and under the Land; provided, however, that nothing contained in this sentence shall ever be construed to prevent Landlord, or its successors or assigns, from developing or producing the oil, gas and other minerals in and under any portions of the Land other than the site of the Cowboys Stadium by directional drilling under the Land from well sites located on property other than the Land, so long as any such directional drilling and activities do not (A) disrupt, impair or interfere with Tenant's construction of the Cowboys Complex or with Tenant's peaceful possession and quiet enjoyment of the Cowboys Complex for those uses and purposes

permitted under this Lease, or (B) adversely affect the structural integrity of any buildings or improvements situated upon the Land (and so long as Landlord provides to Tenant reasonable prior notice of any such intended activities); provided, further, that the provisions, limitations and covenants set forth in this sentence are covenants running with the Land and shall be binding upon Landlord and its successors and assigns, including any lessees of all or any part of the mineral estate with respect to the Land.

(b) If the Landlord, through direct intervention in the conduct of the Tenant's ordinary and lawful business activities at the Cowboys Complex, or through the exercise of governmental powers, takes voluntary actions that in either event are predominant factors that (i) cause material disruption of Tenant's peaceful possession and quiet enjoyment of the Cowboys Complex for those uses and purposes permitted under this Lease as of the Commencement Date and/or the Operational Date on a profitable basis, or (ii) materially impairs the exercise of those uses and purposes permitted under this Lease as of the Commencement Date and/or the Operational Date and the theretofore profitable business and affairs of the Tenant and/or the Club at the Cowboys Complex as an approved venue project under the Act, then the Tenant shall have the right, at its cost and expense, to initiate and pursue the dispute resolution procedures in accordance with Exhibit B hereto. If, as a result of such procedures, it is determined that the provisions of (i) or (ii) immediately preceding have occurred, then the Landlord shall have sixty (60) days during which the same can be corrected, failing which the Tenant shall have the right, upon sixty (60) days' notice to Landlord, to terminate this Lease and surrender the Cowboys Complex in accordance with Section 5.3(c) hereof, without further liability of any nature or kind except for any unpaid monetary obligations that have accrued prior to such termination and any obligations that survive the termination of this Lease in accordance with the express terms hereof.

ARTICLE XI

Condemnation

Section 11.1. Special Definitions.

Whenever used in this Article, the following words shall have the definitions and meanings herein set forth:

(a) "Condemnation Proceedings": Any action brought for the purpose of any taking of the Cowboys Complex or any part thereof or any other property interest therein by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

(b) "Taking" or "Taken": The event and date of vesting of title to the Cowboys Complex or any part thereof or any other property interest therein pursuant to the condemnation proceedings.

Section 11.2. Efforts to Prevent Taking.

Landlord agrees to use its reasonable efforts to cause all competent authorities with the power of eminent domain to refrain from instituting any Condemnation Proceedings or exercising any other powers of eminent domain with respect to the Cowboys Complex or any part of same or any interest therein during the Term.

Section 11.3. Entire Taking.

If all the Cowboys Complex shall be taken in Condemnation Proceedings, this Lease shall terminate as of the Taking and the Rental shall be paid to the date of such termination; provided, however such termination shall not affect Tenant's rights to recovery of any separate award or portion of lump sum awards as Tenant may be allocated for its leasehold interests hereunder or other interests, as otherwise provided herein. Landlord shall give Tenant a proportionate refund of any Rental paid for periods after the date of such termination.

Section 11.4. Partial Taking.

(a) If less than all the Cowboys Complex shall be taken in Condemnation Proceedings, Tenant shall determine, within a reasonable time after such Taking (but not more six (6) months after such Taking), whether the remaining portions of the Cowboys Complex (after necessary and feasible repairs and reconstruction to constitute the same a complete architectural unit or units) can economically and feasibly be used by Tenant.

(b) If, after such Taking, it is determined by Tenant that the Cowboys Stadium or any material Related Infrastructure cannot economically and feasibly be used by Tenant and the Club, then Tenant, at its election and with the written consent of any Leasehold Mortgagee, if any, may terminate this Lease on thirty (30) days' notice to Landlord to such effect; provided, however, such termination shall not affect Tenant's rights to recovery of any separate award or portion of lump sum awards as Tenant may be allocated for its leasehold interests hereunder or other interests, as provided herein. However, such election to terminate must be exercised within six (6) months after the date of the Taking, time being of the essence.

Section 11.5. Condemnation Award.

(a) Upon any Taking, Landlord and Tenant shall each be entitled to receive and retain such separate awards or portions of lump sum awards as may be allocated to their respective interests in any Condemnation Proceedings, subject to the following:

(i) If a partial Taking occurs and Tenant is required or determines to repair or reconstruct the remaining improvements, Tenant shall first be entitled to an amount equal to the costs of such repair or reconstruction to be so applied; and

(ii) Landlord shall be entitled to an amount equal to the value of the portion of Cowboys Complex taken considered as unimproved, raw land, valued as a separate tract not part of a larger assemblage of land and valued on the basis of such parcel's then highest and best use, but encumbered by this Lease (i.e., the value of the remainder interest of Landlord), which amount, not to exceed the total amount of the then

outstanding Obligations Repayment Costs, shall be applied to the payment of the applicable Obligations Repayment Costs; and

(iii) Landlord shall be entitled to an amount equal to the then current fair market value of the portion of the improvements owned by Landlord and situated on the portion of the Land taken in its condition existing at the time of Taking, but encumbered by this Lease (i.e., the value of the remainder interest of Landlord), which amount, not to exceed the total amount of the then outstanding Obligations Repayment Costs, shall be applied to the payment of the applicable Obligations Repayment Costs; and

(iv) The balance of the award, including without limitation an amount equal to the then current rent fair market value of the portion of the improvements owned by or paid for by Tenant situated on the portion of the land taken in their condition existing at the time of Taking and all moving expenses and diminishment in value of other property of Tenant, shall be paid to Tenant, subject to the rights of any Leasehold Mortgagees.

(b) If this Lease is not terminated by Tenant pursuant to the provisions of Section 11.4(b) after a partial condemnation, then (i) this Lease shall not terminate and it shall continue in full force and effect as to the portion of the Cowboys Complex not taken, and the Rental payable hereunder shall be equitably reduced during the unexpired portion of the Term, and (ii) Tenant shall commence and proceed with reasonable diligence to repair or reconstruct the remaining improvements on the Cowboys Complex to a complete architectural unit or units; provided, however, Tenant's obligation to so repair or reconstruct the remaining improvements shall be limited to the proceeds of the condemnation award actually received by Tenant under this Section.

Section 11.6. Temporary Taking.

If any right of temporary (herein defined) possession or occupancy of all or any portion, of the Cowboys Complex shall be taken, the foregoing provisions of this Article shall be inapplicable thereto and this Lease shall continue in full force and effect without reduction or suspension of Rental or other amounts and Tenant shall be entitled to make claim for and recover any award or awards, whether in the form of Rental or otherwise, recoverable in respect of such possession or occupancy, and Landlord shall have no right or claim to any such award or awards. For the purposes of this Section 11.6, the Taking of possession or occupancy shall be regarded as "temporary" if it does not extend to or beyond the Term. Any Taking of the right of possession or occupancy of all or any portion of the Cowboys Complex, which is for a period that does extend beyond the Term, shall be regarded for purposes of this Lease as a Taking which is not temporary and to which the foregoing provisions of this Article XI shall be applicable.

Section 11.7. Settlement of Proceedings.

Landlord shall not make any settlement with the condemning authority in any Condemnation Proceedings nor convey or agree to convey the whole or any portion of the Cowboys Complex to such authority in lieu of condemnation without first obtaining the written consent of Tenant and any Leasehold Mortgagee.

ARTICLE XII

Representations, Warranties and Special Covenants

Section 12.1. Landlord's Representations, Warranties and Special Covenants.

Landlord hereby represents, warrants and covenants as follows, effective as of the Effective Date:

(a) Corporate Existence. Landlord is a duly incorporated home rule city of the State of Texas operating under the general laws of the State and its duly adopted home rule charter and is validly existing and in good standing under the laws of the State of Texas.

(b) Authority. Landlord has all requisite power and authority to own the Cowboys Complex and to enter into this Lease and consummate the transactions herein contemplated, and by proper action in accordance with all Applicable Law has duly authorized the execution and delivery of this Lease and the consummation of the transactions herein contemplated.

(c) Binding Obligation. This Lease is a valid obligation of Landlord and is binding upon Landlord in accordance with its terms.

(d) No Defaults. The execution by Landlord of this Lease and the consummation by Landlord of the transactions contemplated hereby: do not, as of the execution hereof result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under the Act or under any resolution, indenture, agreement, instrument or obligation to which Landlord is a party or by which the Cowboys Complex or any portion thereof is bound; and does not, to the knowledge of Landlord, constitute a violation of any order, rule or regulation applicable to Landlord or any portion of the Cowboys Complex of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Landlord or any portion of the Cowboys Complex.

(e) Consents. Except as required by the Attorney General of Texas and the Comptroller of Public Accounts of the State of Texas in connection with the issuance of bonds by the Landlord, no permission, approval or consent by third parties or any other governmental authorities is required in order for Landlord to enter into this Lease or provide for the financing of its share of the costs of the Cowboys Stadium in accordance with the Funding Agreement.

(f) Zoning. The Land is or will prior to the commencement of Tenant's construction and development of the Cowboys Stadium be zoned in conformity with Applicable Law in a manner permitting the construction and development of the Cowboys Stadium and Cowboys Complex and the use thereof for the uses and purposes as provided and/or contemplated hereunder.

(g) Proceedings. Except as otherwise disclosed in writing to Tenant on or before the Effective Date, there are no actions, suits or proceedings pending or, to the reasonable best knowledge of Landlord, threatened or asserted against Landlord affecting Landlord or any portion of the Cowboys Complex, at law or in equity or before or by any federal, state, municipal

or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(h) Compliance with Laws. Landlord has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Cowboys Complex or any portion thereof.

(i) Title and Encumbrances. Landlord has not conveyed an interest in the Leasehold Premises to any party which is superior to, or otherwise conflicts with, the leasehold interest granted to Tenant herein. Except as expressly referred to herein or disclosed in writing to Tenant prior to the Effective Date, there are no liens or security interests against the Cowboys Complex, nor are there any liens or actions pending, to the knowledge of Landlord, which would result in the creation of any lien, for any existing improvements, including, but not limited to, water, sewage, street paving, electrical or power improvements, which give rise to any lien, completed or in progress, and there are no unpaid bills or claims in connection with any repair of the existing improvements or other work performed or material purchased in connection with the existing improvements and no part of the existing improvements have been destroyed or damaged by fire or other casualty.

(j) Limitations Regarding Condition of Cowboys Complex. Except as expressly set forth in this Section 12.1 of this Lease, this Lease is made by Landlord without, and Landlord expressly disclaims any, representation or warranty of any kind, either express or implied, as to the condition (physical or otherwise) of the Cowboys Complex, its merchantability, its usefulness, suitability or fitness for Tenant's intended use or for any particular purpose and all of the Cowboys Complex is leased on an "AS IS, WHERE IS" basis with all faults. Landlord does not warrant or represent that the Cowboys Complex is or at any time will be habitable for any purpose or use.

Section 12.2. Tenant's Representations, Warranties and Special Covenants.

(a) Existence. Tenant is a limited partnership, duly organized and validly existing, under the laws of the State of Texas.

(b) Authority. Tenant has all requisite partnership power and authority to own its property, operate its business, enter into this Lease and consummate the transactions herein contemplated, and by proper action has duly authorized the execution and delivery of this Lease and the consummation of the transactions herein contemplated.

(c) Binding Obligations. This Lease is a valid obligation of Tenant and is binding upon Tenant in accordance with its terms.

(d) No Default. The execution by Tenant of this Lease and the consummation by Tenant of the transactions contemplated hereby do not, as of the execution date, result in a breach of any of the terms or provisions of, or constitute a default or condition which upon notice or lapse of time or both would ripen into default under the certificate of limited partnership or partnership agreement of Tenant, or under any indenture, agreement, instrument or obligation to which Tenant is a party or is bound.

(e) Leasehold Mortgages. Tenant has not entered into any Leasehold Mortgages of Tenant's interests under this Lease as of the date hereof.

(f) Consents. No other permission, approval or consent by third parties or any other governmental authorities is required in order for Tenant to enter into this Lease or consummate the transactions herein contemplated other than those that have been obtained; except, however, for certain approvals which have not yet been obtained from the League.

(g) Guaranty. Tenant shall cause the Club to enter into the Lease Guaranty contemporaneously with this Lease. At all times during the Term, without limiting the obligations or liability of the Club under the Lease Guaranty, Tenant shall cause the person or entity that holds the Franchise to assume, in writing, the obligations of a guarantor under the Lease Guaranty in accordance with its terms.

(h) Adequacy of Capital. Throughout the Thirty Year Period and thereafter if and as any Extension Option is exercised, Tenant shall maintain such adequate capital, or reasonable access to capital (including, by way of example, lines of credit and/or reserves for capital repairs and improvements), as is reasonably necessary or appropriate to perform Tenant's maintenance and repair obligations under Section 5.3(b) of this Lease. Landlord agrees, however, that Tenant's performance of such obligations in accordance with this Lease shall be deemed as compliance with the capital requirements of this paragraph.

Section 12.3. Exclusive Right to Exhibit Professional Football.

(a) As part of the consideration for this Lease and the other Project Documents, it is agreed that Tenant shall have the sole and exclusive right and privilege of exhibiting professional football in not only the Cowboys Stadium but any other stadium owned or controlled by Landlord, or any affiliate or instrumentality of Landlord, within the limits of the City. In addition, Landlord agrees that, without Tenant's prior written consent (which consent may be withheld in Tenant's sole discretion), Landlord will not enter into a lease or other contractual arrangement with any other person or entity for, or that allows, the exhibition of professional football during the Term. For purposes of this Lease, "professional football" shall mean the type of American football regularly played in the United States between member teams within a football association such as the League, the Canadian Football League, the NFL Europe League, the Arena Football League, and any other similar league or leagues now or hereafter organized, and including any teams without league affiliation playing a comparable style and brand of professional American football. The hereinabove stated provisions of this Section 12.3 shall constitute restrictive covenants which run with and bind the Cowboys Complex, including the Cowboys Stadium, and any other stadium owned or controlled by Landlord or any affiliate of Landlord within the limits of the City during the entire Lease Term. Tenant shall be deemed the beneficiary of the aforesaid restrictive covenants.

(b) Notwithstanding anything to the contrary contained in this Lease, Tenant's sole and exclusive remedies for any violation of this Section 12.3 by Landlord, or any affiliate of Landlord, shall be as follows: (i) Tenant shall have the right to obtain an injunction prohibiting any such violation, or (ii) so long as any such violation exists, Tenant also shall have the continuing rights to either (X) abate all payments to be made under this Lease and any of the

other Project Documents, or (Y) upon sixty (60) days' written notice to Landlord during which time Landlord may cure such breach, to terminate this Lease and the other Project Documents and to relocate the Team to any other location whether within or outside the limits of Tarrant County, Texas, without any accountability or liability to Landlord, and be deemed thereupon released from all obligations under this Lease and the Project Documents, except those that expressly survive the expiration or termination of the Lease or any such Project Document.

(c) In connection with the rights granted to Tenant in this Section 12.3, Landlord recognizes that Tenant has contributed and/or shall contribute significant capital costs to the construction of the Cowboys Complex; and Landlord acknowledges and agrees that monetary damages could not be calculated to compensate Tenant for any violation by the Landlord of the covenants, duties and obligations contained in this Section 12.3. Accordingly, Landlord agrees that (i) Tenant may restrain or enjoin any violation as provided above in this Section 12.3 or threatened violation of any covenant, duty or obligation contained in this Section 12.3 without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impracticable and, in the event of any violation of any covenant, duty or obligation contained in this Section 12.3, the balance of hardships would weigh in favor of entry of injunctive relief, (iii) Tenant may enforce any such covenant, duty or obligation contained in this Section 12.3 through specific performance, and (iv) Tenant may seek injunctive or other form of equitable relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Section 12.3 on an interim basis pending the outcome the controversy. Landlord further agrees and irrevocably stipulates that the rights of Tenant to injunctive relief pursuant to this Section 12.3 shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Landlord.

ARTICLE XIII

[Intentionally Deleted]

ARTICLE XIV

Miscellaneous

Section 14.1. Inspection.

Tenant shall permit Landlord and its agents, upon no less than twenty-four (24) hours' prior notice, to enter into and upon the Cowboys Complex during normal business hours on days upon which no sports, entertainment or other public event is scheduled at the Cowboys Stadium, for the purpose of inspecting the same, on conditions that (a) Tenant's and Tenant's tenants' and invitees' use and quiet enjoyment of the same is not interfered with, and (b) Tenant may require that any inspector be accompanied by a representative of Tenant. In the event of a safety or health-related inspection, the aforesaid twenty-four (24) hours' prior notice shall not be required, although Landlord will endeavor to provide as much advance notice to Tenant as is reasonably

possible under the circumstances, and Landlord shall give reasonable notice prior to any planned inspection.

Section 14.2. Estoppel Certificates.

Tenant and Landlord shall, at any time and from time to time upon not less than ten (10) days' prior request by the other Party, execute, acknowledge and deliver to Landlord or Tenant, as the case may be, a statement in writing certifying (i) its ownership of the interest of Landlord or Tenant hereunder (as the case may be), (ii) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (iii) the dates to which the Rental and any other charges have been paid, (iv) that, to the best knowledge Landlord or Tenant, as the case may be, no default hereunder on the part of the other Party exists (except that if any such default does exist, the certifying Party shall specify such default), and (v) as to any other matters reasonably requested by a third-party unrelated to Tenant and Landlord (including, without limitation, a Leasehold Mortgagee).

Section 14.3. Release.

If requested by Landlord, Tenant shall upon termination of this Lease, execute and deliver to Landlord an appropriate release, in form proper for recording, of all Tenant's interest in the Cowboys Complex, and upon request of Tenant, Landlord will execute and deliver a written cancellation and termination of this Lease and release of all claims in proper form for recording to the extent such release is appropriate under the provisions hereof.

Section 14.4. Landlord's Right to Perform Tenant's Covenants.

If Tenant shall fail in the performance of any of its covenants, obligations or agreements contained in this Lease, other than the obligation to pay Rental, and such failure shall continue without Tenant curing or commencing to cure such failure within all applicable grace, notice and cure periods, Landlord, after ten (10) days' additional written notice to Tenant specifying such failure and conspicuously describing that Landlord may perform Tenant's covenant's unless Tenant takes action within ten (10) days (or shorter notice if any emergency exists), may (but without any obligation so to do) perform the same for the account and at the expense of Tenant, and the amount of any payment made or other reasonable expenses (including reasonable attorneys' fees incurred by Landlord for curing such default), shall be payable by Tenant to Landlord on demand, or if not so paid, shall be treated at Landlord's option as a monetary default hereunder pursuant to and subject to all of the provisions of Section 9.1 hereof. Interest at the rate of ten percent (10%) per annum shall begin to accrue on any payments made or other reasonable expenses incurred by Landlord in curing such default, on the date which is thirty (30) days from and after that date that Tenant first receives a written invoice from Landlord for such sums and continuing until paid.

Section 14.5. Notices.

(a) Any notice to be given or to be served in connection with this Lease 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 Tenant:

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

With copies to:

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

And with copies to:

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

If to Landlord:

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

With copies to:

City of Arlington
201 East Abram Street
Arlington, Texas 76010
Attn: City Attorney

And with copies to:

Vinson & Elkins, L.L.P.
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Attn: E. Ray Hutchison, Esq. or
Ben A. Brooks, III, Esq.

provided, however, that either Party may at any time change the place of receiving notice by ten (10) days' written notice of such change of address to the other Party in accordance with the manner of giving notice described below.

(b) If at any time that the rights of Tenant hereunder have passed from the original Tenant, there are included within the term "Tenant" as used in this instrument more than one person, firm or corporation, they shall arrange among themselves for the joint execution of such a notice specifying not more than three parties. All Parties included within the term the "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice. Notwithstanding the fact that the rights of Tenant hereunder may have passed from the original Tenant, if the original Tenant still maintains any liability hereunder, the original Tenant shall always be provided with a copy of any notices delivered pursuant to this Lease.

Section 14.6. Successor and Assigns.

The word "Tenant" as used in this instrument shall extend to and include the entity executing this Lease, as well as any and all persons or entities who at any time or from time to time during the Term shall succeed to the interest and estate of Tenant hereunder immediate or remote, including any purchaser at any foreclosure sale and successive assignees or successors of the purchaser at any foreclosure sale and grantees or assigns of the leasehold estate in lieu of foreclosure under any Leasehold Mortgage granted by Tenant; and, subject to the provisions of Section 8.5 hereof, all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of or are binding upon Tenant shall inure to the benefit of and shall be jointly and severally binding upon the successors, assigns and grantees of Tenant, and each of them, and any and all persons who at any time or from time to time during the Term shall succeed to the interest and estate of created hereby.

The word "Landlord" as used in this instrument shall extend to and include the entity executing this Lease, as well as any and all persons or entities who at any time or from time to time during the Term shall succeed to the interest and estate of Landlord hereunder immediate or

remote; and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of or are binding upon Landlord shall inure to the benefit of and shall be jointly and severally binding upon the successors, assigns and grantees of Landlord, and each of them, and any and all persons who at any time or from time to time during the Term shall succeed to the interest and estate of created hereby.

Section 14.7. Modifications.

Subject to Section 8.6 hereof, no subsequent agreement amending, supplementing, modifying, waiving or in any way relating to the subject matter of this Lease shall be effective unless set forth in a written instrument making specific reference to this Lease signed by Landlord and Tenant. No waiver of any breach of this Lease shall be construed as an implied amendment or agreement to amend any provision of this Lease.

Section 14.8. Descriptive Headings.

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

Section 14.9. Unavoidable Default and Delays.

The time within which either Party hereto shall be required to perform any act under this Lease shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by an event of Force Majeure. The provisions of this Section 14.9 shall not operate to excuse Tenant from the timely payment of Rental pursuant to the terms of this Lease or the timely payment of any other sums which may be due on a particular date, or have accrued prior to the commencement of the particular event of Force Majeure, pursuant to the terms of this Lease.

Section 14.10. Partial Invalidity.

If any term, provision, condition or covenant of this Lease or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and enforceable to the fullest extent permitted by Applicable Law.

Section 14.11. Applicable Law and Venue.

This Lease shall be governed by and construed in accordance with the laws of the State of Texas and, the terms, provisions, obligations and covenants hereof being performable in Tarrant County, Texas. Subject to Section 9.5 hereof, the Parties hereby agree that venue for any action instituted to enforce the right of either Party hereunder shall be in a court of competent jurisdiction in Tarrant County, Texas.

Section 14.12. Attorneys' Fees.

Subject to Section 9.5 hereof, should either Party to this Lease engage the services of attorneys or institute legal proceedings to enforce its rights or remedies under this Lease, the prevailing Party to such dispute or proceedings shall be entitled to recover its reasonable attorneys' fees and similar costs incurred in connection with the resolution of such dispute or the institution, prosecution or defense in such proceedings, as adjudged by the applicable court, from the non-prevailing Party.

Section 14.13. 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 Parties hereto, it being understood and agreed that none of the provisions contained herein or any acts of the Parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the Parties hereto other than the relationship of landlord and tenant. 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 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 14.14. Net Lease.

It is the intention of Landlord and Tenant and the Parties agree (a) that the Rental payable under this Lease after the Effective Date, and all Impositions and other costs related to Tenant's use or operation of the Cowboys Complex shall be absolutely net to Landlord, and that Tenant shall pay during the Term, without (except as otherwise expressly set forth herein) any offset or deduction whatsoever, all such Impositions and other costs, and (b) that Landlord shall have no responsibility whatsoever for the construction, maintenance, operation or upkeep of the Cowboys Complex (except as otherwise set forth herein or in the Closing Conditions Agreement).

Section 14.15. Brokerage Commission.

Landlord and Tenant represent and warrant to each other that no broker commission, finder's fees or similar compensation is due to any party claiming through the representing Party in respect of this Lease.

Section 14.16. Short Form.

Landlord and Tenant agree to execute and deliver to each other a short form of this Lease and any amendment thereto in recordable form which incorporates all of the terms and conditions of this Lease or amendment, as applicable, by reference in the form mutually agreed upon by Landlord and Tenant. Landlord and Tenant agree that such short form may be recorded, at Tenant's expense, in the applicable real property records of Tarrant County, Texas, but this Lease shall not be recorded.

Section 14.17. Landlord's Lien Waiver.

Landlord hereby waives all landlord's liens that Landlord might hold, statutory or otherwise, to any of Tenant's (or any subtenant's) inventory, trade fixtures, equipment or other personal property now or hereafter placed on the Cowboys Complex

Section 14.18. Waiver of Consequential Damages.

Notwithstanding anything in this Lease to the contrary, (a) Landlord hereby waives any consequential damages, compensation or claims for inconvenience, loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Tenant or its representatives, agents or employees, and (b) except as set forth in Section 12.3(b) hereof, Tenant hereby waives any consequential damages, compensation or claims for inconvenience, loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Landlord or its representatives, agents or employees.

Section 14.19. Principles of Construction.

All references to Sections and Exhibits are to Sections and Exhibits in or to this Lease unless otherwise specified. Any reference to "this Section" in this Lease shall mean the Section in which such reference appears, and shall also be deemed refer to the subsections contained in such Section. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Lease, shall refer to this Lease as a whole and not to any particular provision of this Lease. The words "includes", "including" and similar terms shall be construed as if followed by the words "without limitation." Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. Definitions contained in this Lease which identify documents, including this Lease, shall be deemed to include all amendments thereto. Tenant acknowledges and agrees that each provision of this Lease for determining charges and amounts payable by Tenant is commercially reasonable and, as to each such charge or amount, constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 of the Texas Property Code, as enacted by House Bill 2186, 77th Legislature.

Section 14.20. Counterparts.

This Lease 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.

Section 14.21. Entire Agreement.

This Lease, the other Project Documents and the documents referenced therein, constitute the entire understanding and agreement of Landlord and Tenant with respect to the subject matter hereof, and contain all the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord, Tenant, or anyone acting on behalf

of Landlord or Tenant, which are not contained therein or herein, and any prior agreements, promises, negotiations or representations not expressly set forth therein are of no force or effect.

Section 14.22. Exculpation.

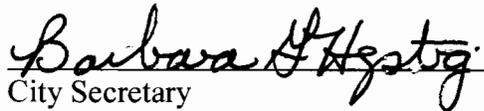
Both Tenant's general partner and Tenant's limited partners, and all of their constituent members, partners, shareholders, officers, directors, employees, participants and agents are hereby released from all personal liability under this Lease and the other Project Documents, except to the extent that such party is a primary party to any Project Document (by way of example but not limitation, nothing in this provision shall release the Club from liability under the Guaranty). Tenant's liability, and Landlord's sole means of recourse, hereunder shall be limited to Tenant's interest in the Cowboys Complex, and any real estate sales, casualty insurance or condemnation proceeds thereof.

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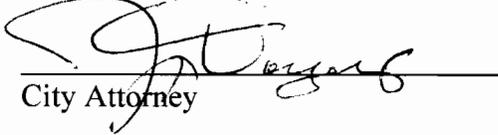
WITHOUT LIMITING ANY OTHER DISCLAIMERS OR QUALIFICATIONS HEREIN, LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE COWBOYS COMPLEX IS PHYSICALLY SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT'S OBLIGATION TO PAY RENTAL HEREUNDER IS NOT DEPENDENT UPON THE PHYSICAL CONDITION OF THE COWBOYS COMPLEX.

EXECUTED to be effective as of the Effective Date, but actually executed on the dates set forth in the respective acknowledgments below.

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

LANDLORD:

CITY OF ARLINGTON

By:


Mayor

TENANT:

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

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

By:

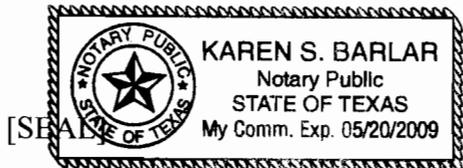
Name:

Title:


JERRAL W. JONES
PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 25th day of August, 2005, by Robert N. Cherk, Mayor of City of Arlington, Texas, a duly incorporated home rule city of the State of Texas.



Karen S. Barlar
Notary Public in and for the State of Texas

My Commission Expires:

05/20/2009

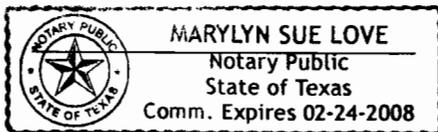
STATE OF TEXAS §
 §
COUNTY OF DALLAS §
~~TARRANT~~

This instrument was acknowledged before me on the 24th day of August, 2005, by Jerral W. Jones, President of Blue & Silver, Inc., a Texas corporation, the General Partner of Cowboys Stadium, L.P., a Texas limited partnership, on behalf of said limited partnership.

Marilyn Sue Love
Notary Public in and for the State of Texas

[SEAL]

My Commission Expires:



List of Exhibits:

- Exhibit A - Land
- Exhibit B - Dispute Resolution Procedure

Exhibit "A-1"
Property Descriptions

Lot 35 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 901 Sweetbriar Drive.

Lot 36 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 829 Sweetbriar Drive.

Lot 44 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according recorded in Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 1205 Ivy Lane.

Lot 39 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 817 Sweetbriar Drive.

Lot 13 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 909 Crestwood Drive.

Lot 10 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 916 Crestwood Drive.

Lot 52 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-P, Page 9 of the Plat Records of Tarrant County, Texas with a physical address being 1210 Johnson Avenue.

Lot 53 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-P, Page 9 of the Plat Records of Tarrant County, Texas with a physical address being 1206 Johnson Avenue.

Lot 31 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 917 Sweetbriar Drive.

Lot 14 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 905 Crestwood Drive.

One acre of land, more or less, out of the Joel Blackwell Survey, and being off the south end of Lot 5, of the Beachum and Johnson Subdivision of the Joel Blackwell Survey, as shown by map or plat thereof recorded in Volume 309, Page 30, of the Plat Records of Tarrant County, Texas with a physical address being 815 Beacham Street.

Exhibit "A-1" cont'd

Lots 13 & 14, of Oak Park Subdivision, an Addition to the City of Arlington, Tarrant County, Texas, according to the Revised Plat thereof recorded in Volume 388-17, Page 193, of the Plat Records of Tarrant County, Texas with a physical address being 625 and 627 Sweetbriar Drive.

Lot 12, of Oak Park Subdivision, an Addition to the City of Arlington, Tarrant County, Texas, according to the Revised Plat thereof recorded in Volume 388-17, Page 193, of the Plat Records of Tarrant County, Texas with a physical address being 623 Sweetbriar Drive.

Lots 1 & 2, of Oak Park Subdivision, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Volume 2000, Page 490, of the Plat Records of Tarrant County, Texas with a physical address being 601 Sweetbriar Drive.

All that certain tract of land out of the J. Blackwell Survey, Abstract No. 147, Tarrant County Texas, with a physical address being 933 Sanford Street, described as follows:

BEGINNING at an iron pipe 450.7 feet West of the Southeast corner of the S.E. Hatcher 11.0 acre tract and in the North line of Old Fort Road, as recorded in Volume 877, Page 1007, Deed Records of Tarrant County, Texas;

THENCE North with the West line of a 3 acre tract owned by Robert Moore, a distance of 782.4 feet;

THENCE North 88 degrees 45 minutes West 76.7 feet with a fence line;

THENCE South 00 degrees 19 minutes East 784.0 feet to a point in the North line of Old Fort Road;

THENCE South 89 degrees 44 minutes East 70.0 feet with the North line of said road to the PLACE OF BEGINNING, and containing 1.3 acres, more or less.

Lots 1 and 2, of Ivy Estates, an addition to the City of Arlington, Tarrant County, Texas, according to the Plat recorded in Volume 388-Y, Page 138, Plat Records of Tarrant County, Texas, with a physical address being 1307 and 1343 Ivy Lane.

BEING approximately 2.3 acres out of the Joel Blackwell Survey, Abstract No. 147 in Tarrant County, Texas, with a physical address identified as 923 Sanford Street, described by metes and bounds as follows:

BEGINNING at the Southwest corner of S.E. Hatcher tract out of the Joel Blackwell Survey, which beginning point is 237-1/2 varas East and 950 varas South of the Northwest corner of said Blackwell Survey, said beginning point being also at the Southeast corner of the Turner 10 acre tract out of said survey;

THENCE North 785 feet to the Northwest corner of said S.E. Hatcher tract;

THENCE East for 128 feet to iron rod;

THENCE South 785 feet to an iron pin in the North side of the Watson School House Public Road;

THENCE West 128 feet to the PLACE OF BEGINNING.

Block A, of Beachum & Johnson Addition No. 2, an addition to the City of Arlington, Tarrant County, Texas, according to Plat thereof recorded in Volume 388-27, Page 473, Plat Records of Tarrant County, Texas, with a physical address being 927 Peach Street.

Exhibit "A-1" cont'd

Lots 6-A and 6-B of a revision of Lots 4 and 6 of Beachum & Johnson Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to the Revised Plat thereof recorded in Volume 388-28, Page 1, Plat Records of Tarrant County, Texas, with a physical address being 1000 Peach Street.

Lot 11 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 917 Crestwood Drive.

Lot 25 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 828 Sweetbriar Drive.

Lot 30 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-D, Page 375 and Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 916 Sweetbriar Drive.

Lots 29, 27 and 28, of Oak Park Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Volume 2000, Page 490, Deed Records of Tarrant County, Texas, with physical addresses being 602 and 604 Sweetbriar Drive.

Lot 22 of H.W. Reynolds Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to map or plat thereof recorded in Volume 388-F, Page 529, of the Plat Records of Tarrant County, Texas with a physical address being 816 Sweetbriar Drive.

Lot 21R, of Oak Park Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to the Revised Plat thereof recorded in Volume 388-9, Page 537, Plat records of Tarrant County, Texas, with a physical address being 618 Sweetbriar Drive.

Being the North 1/2 of Lot 6 and all of Lots 7 and 8 of Oak Park Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Volume 2000, Page 490, Deed Records of Tarrant County, Texas, with a physical address being 613 Sweetbriar Drive.

Lot 11 and the North one-half (1/2) of Lot 10 of Oak Park Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Volume 2000, Page 490, Deed Records of Tarrant County, Texas, with a physical address being 619 Sweetbriar Drive.

Being a 0.623 acre tract of land out of the J. Blackwell Survey, Abstract No. 147, Tarrant County, Texas, with a physical address being 919 E. Sanford Street, and being more particularly described by metes and bounds on the attached **Exhibit "A-1.1"**.

Being a 2.334 acre tract of land out of the J. Blackwell Survey, Abstract No. 147, Tarrant County, Texas and also being a portion of Lot 30, of the J. Blackwell Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 27, Plat records of Tarrant County, Texas, with a physical address being 1601 Ivy Lane, and more particularly described by metes and bounds on the attached **Exhibit "A-1.2"**.

Exhibit "A-1.1"

0.623 acres situated in the JOEL BLACKWELL SURVEY, Abst. No. 147, City of Arlington, Tarrant County, Texas; being a portion of a track of land conveyed to Myrtle McKenzie by deed recorded in Volume 1810, page 337, Deed Records, Tarrant County, Texas, said 0.623 acre being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron in the north line of East Sanford Street (a 50 foot R.O.W.) said point being East, 481.35 feet from the intersection of the north line of said East Sanford Street and the east line of North Collins Street (a 70 foot R.O.W.), said point also being the southeast corner of a tract of land conveyed to Urban Housing Consultants Inc. by deed recorded in Volume 6864, page 368, Deed Records, Tarrant County, Texas, and the most southerly southwest corner of said McKenzie tract;

THENCE N 00°34' W, along the east line of said Urban Housing tract, 211.00 feet to a 5/8" iron at the northeast corner of said Urban Housing tract in the south line of a tract of land conveyed to Preferred Financial Corporation, by deed recorded in Volume 6410, page 95, Deed Records, Tarrant County, Texas;

THENCE S 85°07' E, along the south line of said Preferred Financial tract, 132.8 feet to a 38" iron at the southeast corner of said Preferred Financial tract, in the west line of a tract of land conveyed to George W. Mills, by deed recorded in Volume 4517, page 882, Deed Records, Tarrant County, Texas;

THENCE S 00°34' E, along the west line of said Mills tract, 199.70 feet to the southwest corner of said Mills tract, and the southeast corner of said McKenzie tract, in the north line of said East Sanford Street;

THENCE West along the north line of said East Sanford Street, 132.2 feet to the Point of Beginning and containing 27,147 square feet or 0.623 acre of land, more or less.

Exhibit "A-1.2"

BEING a 2.334 acre tract of land out of the J. Blackwell Survey, Abstract No. 147, Tarrant County, Texas and also being a portion of Lot 30, of the J. Blackwell Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 27, Plat Records, Tarrant County, Texas also being a portion of a tract of land owned by the City of Arlington, as recorded in Volume 11908, page 1725, Deed Records, Tarrant County, Texas and also being a portion of Ivy Lane, a 50 foot wide dedicated street in the City of Arlington, Texas. Said 2.281 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2 inch iron rod, located in the approximate centerline of said Ivy Lane and also being located South 00°19'33" East, 25.00 feet, from the southwest corner of said Lot 30 and the southeast corner of the Peggy Blackman tract, as recorded in Volume 6845, Page 202, D.R.T.C.T.;

THENCE North 00°19'33" West, at 25.00 feet passing said southwest corner of Lot 30 and the southeast corner of said Blackman tract and continuing along said common line, in all, a distance of 338.89 feet to a set 1/2 inch iron rod;

THENCE North 89°42'10" East, leaving said common line, for a distance of 46.50 feet to a set 1/2 inch iron rod;

THENCE South 71°33'19" East, for a distance of 81.85 feet to a set 1/2 inch iron rod, located in the north line of said Lot 30;

THENCE North 89°42'10" East, following along said north line, for a distance of 28.26 feet to a set 1/2 inch iron rod;

THENCE South 53°51'53" East, leaving said north line, for a distance of 140.91 feet to a set 1/2 inch iron rod;

THENCE South 52°31'58" East, for a distance of 144.96 feet to a set 1/2 inch iron rod;

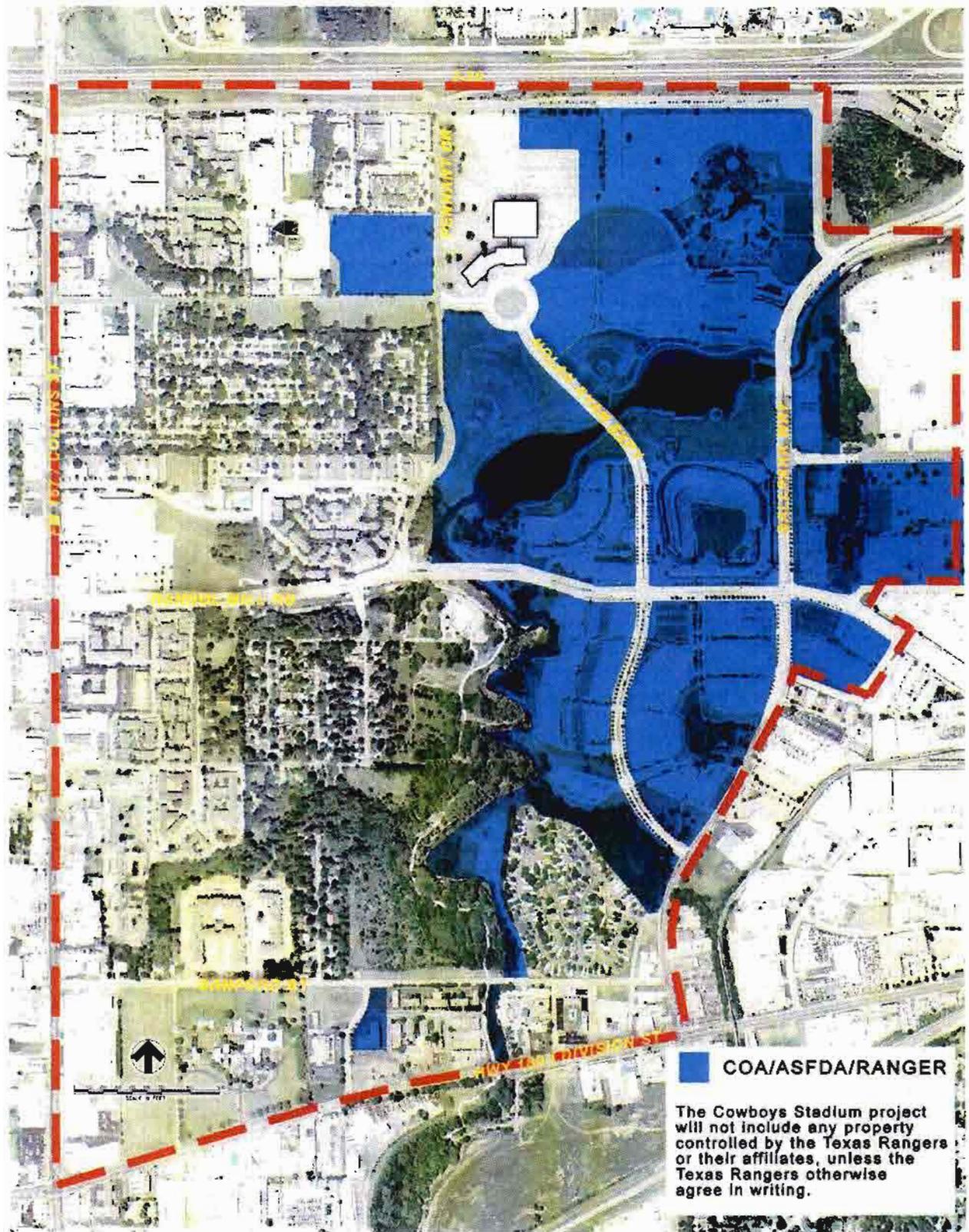
THENCE South 00°17'50" East, for a distance of 140.13 feet to a set 1/2 inch iron rod, located in the approximate centerline of said Ivy Lane;

THENCE South 89°42'10" West, following along the said approximate centerline of Ivy Lane, for a distance of 380.07 feet to the **POINT OF BEGINNING and CONTAINING** 101,654 square feet or 2.334 acres of land more or less.

EXHIBIT A-2

Description/Depiction of Overall Land

[The description/depiction of the remaining proposed area of the Land to comprise the Cowboys Complex site follows this cover page.]



COA/ASFDA/RANGER

The Cowboys Stadium project will not include any property controlled by the Texas Rangers or their affiliates, unless the Texas Rangers otherwise agree in writing.

EXHIBIT B

Dispute Resolution Procedure

Section 1. Arbitration.

1.1 Regular Arbitration. Except for a Dispute or Controversy between Landlord and Tenant that is required to be resolved by Fast-Track Arbitration (defined below), binding arbitration of a Dispute or Controversy shall be conducted in accordance with the following procedures ("Regular Arbitration"):

(a) The person seeking arbitration hereunder (the "Electing Party") shall request such arbitration in writing, which writing shall be delivered to the other persons to be made parties to such arbitration (the "Other Parties to Arbitration") and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief), then any request to arbitrate under this paragraph shall be delivered within ninety (90) days of the date that the Electing Party receives service of process in such legal proceeding. Except to the extent provided in this Exhibit B, Regular Arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association; if there is any conflict between such Commercial Rules and the terms and provisions of this Exhibit, this Exhibit shall govern. Any arbitration hereunder shall be conducted by a single arbitrator who shall be appointed upon the mutual agreement of the Electing Party and the Other Parties to Arbitration (collectively, the "Parties to Arbitration"; individually, a "Party to Arbitration") within twenty (20) days of the date the written request for arbitration by the Electing Party was delivered to the Other Parties to Arbitration. In order to facilitate any such appointment, the Electing Party shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the Other Parties to Arbitration. In the event the Parties to Arbitration are unable to agree on a single arbitrator within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving administrative judge of the civil trial division of Tarrant County, Texas or any successor thereto within the next ten (10) day period. The Electing Party shall make the request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each Party to Arbitration may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein, and the judge shall select the arbitrator from among the individuals proposed by the Parties to Arbitration. No Party to Arbitration shall have any ex parte communications with any nominee or any arbitrator once selected pursuant to this Section 1.1(a).

(b) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the Parties to Arbitration in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Arlington, Texas. At the hearing, the testimony of witnesses and experts called by each Party to Arbitration shall be heard. Depositions may be taken and other discovery may be made in accordance with the Texas

Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each Party to Arbitration shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the Electing Party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and non-appealable by, the Parties to Arbitration and judgment thereon may be entered or enforcement thereof sought by any Party to Arbitration in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit B.

(c) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the Lease or any other Project Document.

1.2 Fast-Track Arbitration. The Parties to Arbitration shall agree upon an independent third party who is mutually acceptable to all Parties to Arbitration (the “Fast-Track Arbitrator”) and an alternate third party (the “Alternate”) to decide a Dispute or Controversy required by the Lease to be resolved by Fast-Track Arbitration. If the Parties to Arbitration are unable to agree on a third party to serve as the Fast-Track Arbitrator or if the Fast-Track Arbitrator or Alternate are unable or fail to act in such capacities, any applicable Dispute or Controversy shall be referred to Regular Arbitration pursuant to Section 1.1 of this Exhibit B. Arbitration known as “Fast-Track Arbitration” shall be conducted in accordance with the following procedures:

(a) Any Party to Arbitration may refer a Dispute or Controversy required to be resolved by Fast-Track Arbitration by providing written notice to the Fast-Track Arbitrator and the other Parties. Such notice shall include a clear statement of the matter(s) in dispute and a brief description (no longer than two (2) pages) of the Dispute or Controversy. If a Party to Arbitration gives written notice of the referral of such Dispute or Controversy to Fast Track Arbitration, the other Parties to Arbitration shall be bound to enter into Fast-Track Arbitration and may not utilize the procedures of Regular Arbitration, except in the circumstances described in the second sentence of Section 1.2 above or in Section 1.2(d) below). The Parties to Arbitration may also mutually agree (but shall have no obligation) to enter into Fast-Track Arbitration to resolve any other Dispute or Controversy (in addition to those listed above) by providing joint written notice to the Fast-Track Arbitrator. In the event that the Fast-Track Arbitrator is unavailable to resolve the Dispute or Controversy within the time period stated in the next sentence, the Dispute or Controversy shall be referred to the Alternate.

(b) The Fast-Track Arbitrator or the Alternate, as the case may be (i.e., whichever one serves as the “arbitrator” for the Fast-Track Arbitration), shall be directed to resolve the Dispute or Controversy within fifteen (15) days of the referral, and the arbitrator shall

diligently endeavor to resolve such Dispute or Controversy within such fifteen (15) day time period. The arbitrator shall schedule, and the Parties to Arbitration may attend, a hearing at which the testimony of witnesses and experts called by each Party to Arbitration will be heard. No depositions or discovery shall be permitted, and no evidence by affidavit shall be allowed in such Fast-Track Arbitration proceeding. Except as set forth in this Exhibit B, Fast-Track Arbitration shall otherwise be conducted in accordance with the Commercial Rules of the American Arbitration Association; provided, however, that the arbitrator may further modify such rules, in a manner consistent with the terms and conditions of this Exhibit B, in order to expedite resolution of the Dispute or Controversy.

(c) The arbitrator's decision shall be set forth in a written decision that the arbitrator shall furnish to the Parties to Arbitration on the fifteenth (15th) day or, if such day is not a Business Day, the next Business Day. The Parties to Arbitration shall cooperate promptly and in good faith in providing to the arbitrator any information reasonably needed to resolve the Dispute or Controversy within the specified time period. Unless a Party to Arbitration gives written notice of dissatisfaction with the decision (as permitted under Section 1.2(d) of this Exhibit B, the decision of the arbitrator shall be final and binding on, and non-appealable by, the Parties to Arbitration and judgment thereon may be entered or enforcement thereof sought by any Party to Arbitration in a court of competent jurisdiction.

(d) The decision of the arbitrator under Section 1.2(c) shall be final and binding on the Parties to Arbitration unless written notice of dissatisfaction with the decision is given by one Party to Arbitration to the other Parties to Arbitration within fifteen (15) days of the date of the written decision of the arbitrator, in which event the Party to Arbitration giving such notice must refer the Dispute or Controversy to Regular Arbitration.

Section 2. Further Qualifications of Arbitrators; Conduct. Every person nominated or recommended to serve as an arbitrator pursuant hereto shall be and remain at all times neutral and wholly impartial, and shall have substantial experience and knowledge in the substantive laws applicable to the subject matter of the Dispute or Controversy and shall have substantial experience with issues of such nature concerning multi-purpose public sports and entertainment facilities for professional sports teams, and the public/private relationships and aspects related thereto. All arbitrators shall, upon written request by any Party to Arbitration, provide the Parties to Arbitration with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall currently be employed by or represent, or have previously been employed by or represented, a Party to Arbitration or, if not a Party to Arbitration, the Club, the League, any member team of the League, or any affiliates or subsidiaries thereof, or have any material financial dependence upon any such person or Party to Arbitration, nor shall any arbitrator have any material financial interest in the Dispute or Controversy. Further, all arbitrators must meet the qualifications and adhere to the standards of Sections 154.052 and 154.053 of Chapter 154, TEXAS CIVIL PRACTICE AND REMEDIES CODE.

Section 3. Applicable Law; Limitations on Authority. The agreement to arbitrate set forth in this Exhibit B shall be enforceable in either federal or state court. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator may, but shall not be required to, provide for such remedies as

are available at law or in equity in accordance with the Applicable Laws of the State of Texas, and in accordance with the terms and conditions of the Lease.

Section 4. Consolidation. If the Parties to Arbitration initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the Parties to Arbitration hereby agree that all such proceedings may be consolidated into a single arbitral proceeding as determined by the arbitrator in the earliest commenced of the multiple proceedings.

Section 5. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not, in and of themselves, relieve or excuse any Party to Arbitration from its ongoing duties and obligations under the Lease or any right, duty or obligation arising herefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a Party to Arbitration to the arbitrator (with contemporaneous notice thereof to the other Party to Arbitration), the arbitrator may issue interim measures for preservation or protection of the status quo.

Section 6. Complete Defense. The Parties to Arbitration agree that compliance by a Party to Arbitration with the provisions of this Exhibit B shall be a complete defense to any suit, action or proceeding instituted in any federal or state court, or before any administrative tribunal by another Party to Arbitration with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 7. Costs of Arbitrator. The costs and expenses of the arbitrator and the additional incidental costs of arbitration shall be shared equally by all the Parties to Arbitration; provided, however, that if Landlord fails or is unable to pay its share of any such costs or expenses and such failure is continuing beyond the expiration of any cure applicable thereto, then Tenant shall pay such share and the amount so paid by Tenant shall be applied as a credit against the Rentals due under this Lease pursuant to the terms hereof.