

LEASE GUARANTY

by

**DALLAS COWBOYS FOOTBALL CLUB, LTD.,
a Texas Limited Partnership**

for the benefit of, and accepted by

CITY OF ARLINGTON, TEXAS,
a duly incorporated home rule city of the State of Texas

September 1, 2005

LEASE GUARANTY

This Lease Guaranty (this "Guaranty") is executed this 1st day of September, 2005, by DALLAS COWBOYS FOOTBALL CLUB, LTD., a Texas Limited Partnership ("Guarantor"), for the benefit of, and accepted by, the CITY OF ARLINGTON, TEXAS, a duly incorporated home rule city of the State of Texas ("City").

WHEREAS, City desires to develop, own and make available for lease, a newly-constructed, multi-function stadium, coliseum, sports and community venue and other improvements pursuant to the authority granted in Chapter 334, Local Government Code, as amended (the "Act"), to be used, among other uses, as a football stadium (the "Cowboys Complex"), in order to promote the state and local economy, alleviate unemployment, or underemployment in the corporate limits of City and to stimulate business and commercial activity therein; and

WHEREAS, Cowboys Stadium, L.P., a Texas limited partnership ("Tenant"), and City have entered into that certain Cowboys Complex Lease Agreement, dated of even date herewith (the "Lease"), which Lease grants Tenant the right to use the Cowboys Complex for purposes permitted by the Act and for other lawful purposes, as well as the right to grant subleases and licenses for third-parties to use all or any portion of the Cowboys Complex; and

WHEREAS, Guarantor owns a franchise from the National Football League for the professional football team known as the Dallas Cowboys Football Club (the "Team"), and Guarantor intends to use the Cowboys Stadium (as defined in the Lease), that is one of the components of the Cowboys Complex, as the home field of the Team and to host the Team's home professional football games in accordance with a certain "Franchise Agreement" (herein so called), dated of even date herewith, executed between the City and the Guarantor; and

WHEREAS, Guarantor has agreed to guarantee the payment by Tenant and its successors and assignees of the "Thirty Year Period Fixed Rent," the "Naming Rights Rent," and the "Extension Period Rent," as each of such terms is defined in and payable under the Lease, subject to any offsets, credits and/or abatements thereof as may be provided for under the Lease.

NOW, THEREFORE, as an inducement to City for entering into the Lease, Guarantor and City hereby agree as follows:

1. Guaranty of Guaranteed Obligations. Guarantor hereby unconditionally and irrevocably guarantees to City:

(a) the full and punctual payment when due of all Thirty Year Period Fixed Rent, Naming Rights Rent, and Extension Period Rent due and owing or to become due and owing (subject to any offsets, credits and/or abatements thereof as may be provided for under the Lease) to the City, as Landlord under the Lease, by Tenant, and by any successor lessee permitted under the Lease; and

(b) the payment by Tenant of premiums for casualty insurance with respect to the improvements comprising the Cowboys Complex, in coverage amounts as required

pursuant to Section 6.2 of the Lease (the obligations of Tenant described in paragraph (a), above, and this paragraph (b) are herein referred to as the "Guaranteed Obligations").

2. Scope and Extent of Guaranty. Guarantor shall be primarily liable, jointly and severally, with Tenant and any other guarantor of Tenant's obligations in respect to the payment of the Guaranteed Obligations. Guarantor's agreement to guarantee the Guaranteed Obligations is expressly subject to the right of Guarantor to assert any defenses (whether substantive or procedural), set offs and counterclaims that Tenant could itself assert against City under the Lease with the same force and effect as if Guarantor had executed the Lease directly, which right is hereby reserved by Guarantor (except as expressly set forth to the contrary in Section 4 below). Guarantor hereby waives all notices of protest, dishonor, and notices of acceptance of this Guaranty, and waives all notices of existence, creation, or incurring of new or additional obligations from Tenant to the City, as Landlord under the Lease; provided, however, that the foregoing provisions of this sentence do not waive, and Guarantor shall instead be expressly entitled to, receipt of any and all notices of any default or event of default which may be delivered by City to Tenant pursuant to the Lease ("Tenant Default Notice"), and City does, by its acceptance of this Guaranty, hereby agree to deliver to Guarantor a true, correct and complete copy of any Tenant Default Notice to Guarantor at Guarantor's address as set forth below (or at such other address as may be provided by Guarantor to City in writing from time to time) and at the same time and in the same manner as notice to Tenant is required or provided to be given under the Lease, and City shall afford Guarantor the same amount of time as such Tenant is provided under the Lease to cure any such default or event of default or to cause the same to be cured (and City agrees to accept any such cure by or on behalf of Guarantor as though such cure has been effected directly by Tenant). Notwithstanding the foregoing, if City fails to deliver a Tenant Default Notice to Guarantor contemporaneously with City's delivery of such Tenant Default Notice to Tenant, such failure shall not waive, bar City's exercise of, or otherwise modify or reduce City's rights and remedies against Guarantor under this Guaranty; provided, however, in the event of such failure by City, City may not exercise its rights or remedies against Guarantor under this Guaranty until City delivers such a true, correct and complete copy of the applicable Tenant Default Notice to Guarantor, and Guarantor is afforded the same amount of time, commencing as of the date on which City delivers such Tenant Default Notice to Guarantor, as Tenant is provided under the Lease to cure any such default or event of default or to cause the same to be cured. Guarantor acknowledges that, under the terms of the Lease and Franchise Agreement, City may terminate the Lease or Tenant's right of possession thereunder as a result of a Tenant "Event of Default" under the Lease and, upon any such termination, Guarantor (as a party to the Franchise Agreement) or a third party designated by Guarantor shall automatically become the "Tenant" under the Lease or a substitute lease agreement. Guarantor agrees that this Guaranty is intended to continue in full force and effect following the termination of the Lease or the termination of Tenant's right of possession thereunder as a result of a Tenant "Event of Default" under the Lease, and that Guarantor shall (except as may be otherwise agreed in writing by City) continue to guarantee the Guaranteed Obligations as contemplated hereunder if Guarantor or any other third party becomes "Tenant" under the Lease or a New Lease (as defined in the Franchise Agreement), as applicable, as a result of an Event of Default under the Lease by Tenant. In any such event, Guarantor shall execute any such documentation ratifying or confirming Guarantor's obligations hereunder, including a new guaranty in the same form as this Guaranty, as City may reasonably require.

3. Period of Guaranty. Subject to the following sentence, the obligations of Guarantor as to the Guaranteed Obligations shall continue in full force and effect against Guarantor in accordance with the terms hereof until the expiration of the Term (as defined in the Lease) of the Lease, whereupon this Guaranty shall terminate and Guarantor shall have no further liability hereunder; provided, further, that Guarantor shall have no further liability to pay rent under paragraph (a) of Section 1, above, if the Lease is terminated pursuant to the terms of the Lease for any reason other than a default or event of default by Tenant thereunder. This Guaranty covers any and all of the Guaranteed Obligations, whether presently outstanding or arising subsequent to the date hereof. This Guaranty is irrevocably binding upon and enforceable against Guarantor and the successors of Guarantor in accordance with the terms hereof, and shall inure to the benefit of the City, as Landlord under the Lease, and its successors and assigns.

4. Primary Liability of Guarantor. This is a primary and continuing guaranty of payment of the Guaranteed Obligations, independent of Tenant's obligations under the Lease. Guarantor waives any right or claim to require City (a) to proceed against any person or entity (including Tenant or its successors) to look for payment of the Guaranteed Obligations, or join any such person or entity in any suit under this Guaranty (provided, however, that City agrees that Guarantor shall be an initial party-defendant in any legal proceeding asserted by City against the Tenant that may result in any liability of Guarantor under this Guaranty, but City may enforce the provisions of this Guaranty and assert claims against Guarantor hereunder without first pursuing any right or remedy against Tenant), (b) to proceed or exhaust any security given to secure Tenant's obligations under the Lease, or (c) to pursue or exhaust any other remedy within the City's power. Guarantor agrees not to assert any claim that Guarantor may have against City by virtue of City's failure to exercise any rights against Tenant. Guarantor waives any right or claim to force City to proceed first against Tenant and agrees that no delay or refusal of City to exercise any right or privilege City has or may have against Tenant shall operate to impair the liability of Guarantor hereunder. Guarantor agrees that neither bankruptcy, insolvency, other disability, cessation of existence or dissolution of Tenant shall in any manner impair, affect, or release the liability of Guarantor hereunder, and Guarantor shall be and remain fully liable hereunder in accordance with the terms hereof. Guarantor understands and acknowledges that, by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Tenant or its successors. Guarantor hereby acknowledges and agrees that the Guaranteed Obligations shall not be reduced by the amount of any funds which City is required to return to Tenant (or the legal estates thereof) pursuant to a bankruptcy or reorganization case or proceeding with respect to Tenant. Guarantor waives any right to participate in any security now or hereafter held by Landlord. The City may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease; provided, however, that no such compromise, extension or other modification of the terms of the Lease that would increase or accelerate the monetary obligations of Guarantor under this Guaranty shall be permitted or undertaken by City without Guarantor's prior written consent with respect thereto, and Guarantor shall not be bound by any such compromise, extension or modification which results in an increase or acceleration of any such monetary obligations of Guarantor under this Guaranty without such consent. Guarantor further waives all defenses afforded guarantors based on suretyship or impairment of collateral under applicable law, other than payment and performance in full of the Guaranteed Obligations. Until all of Tenant's obligations to the City with respect to the Guaranteed Obligations have been discharged in full,

any and all rights of subrogation which Guarantor may have or be entitled to against Tenant shall be and are hereby subordinated to the rights of the City against Tenant with respect thereto.

5. Place of Performance. All payments to be made hereunder shall be payable in Tarrant County, Texas.

6. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas, and is intended to be performed in accordance with and as permitted by such laws. Wherever possible each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty or application thereof shall be prohibited by or be invalid under such law, such provision or application (as the case may be) shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or other applications or the remaining provisions of this Guaranty.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries of this Guaranty.

8. Notices. Any notices given to Guarantor or City hereunder shall be given in the manner set forth in Section 14.5 of the Lease, but to the respective addresses set forth beneath the parties' signatures below or at such other addresses as the parties may hereafter designate in writing from time to time.

9. Multiple Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

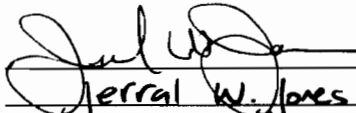
10. Modifications. This Guaranty may not be modified except by a writing signed by the parties hereto.

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This Guaranty has been executed and delivered as of the date first written above.

DALLAS COWBOYS FOOTBALL CLUB, LTD.,
a Texas Limited Partnership

By: JWJ Corporation,
Its General Partner

By: 
Name: Jerral W. Jones
Title: President

Address(es) for notices pursuant to Section 8:

Dallas Cowboys Football Club, Ltd.
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

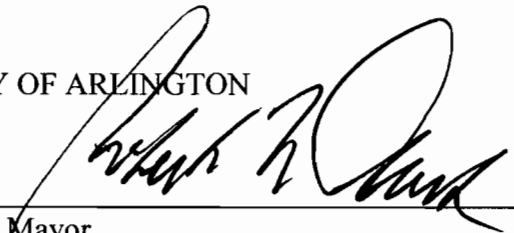
And with copies to:

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

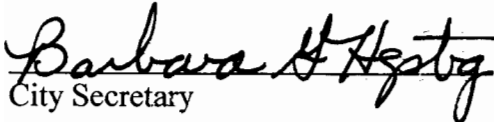
[Signatures continued on next page.]

CITY OF ARLINGTON

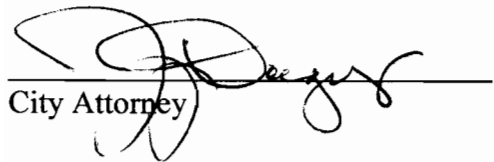
By: _____
Mayor



ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

Address(es) for notices pursuant to Section 8:

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.