

REIMBURSEMENT AGREEMENT

This **REIMBURSEMENT AGREEMENT** (this "Reimbursement Agreement"), made and entered into this the 9th day of February, 2005, by and between the City of Arlington, Texas, a duly incorporated home rule city of the State of Texas (the "City"), and Cowboys Stadium, L.P., a Texas limited partnership (the "Tenant").

RECITALS:

A. On August 17, 2004, the City and the Dallas Cowboys Football Club, Ltd., a Texas limited partnership (the "Club") entered into that certain Master Agreement Regarding the Dallas Cowboys Complex Development Project (the "Master Agreement") setting forth the outline of terms and conditions under which the City and the Club would move forward to expeditiously develop a multi-functional stadium, sports and community venue facility (the "Cowboys Complex") to be located and constructed within the City; and

B. Pursuant to an election duly called and held within the corporate limits of the City pursuant to Chapter 334, Texas Local Government Code, as amended (the "Act"), a majority of the City's voters who cast votes in the election voted in favor of the proposed financing and development of the Cowboys Complex ("Proposition"), thereby authorizing the City to go forward in the financing and development of the Cowboys Complex; and

C. On December 20, 2004, the City, pursuant to the Act and the authority granted to the City by the voters in their approval of the Proposition, passed ordinances levying the sales and use tax, the motor vehicle rental tax and the additional hotel occupancy tax, which together with certain other sources are referred to in the Cowboys Complex Funding and Closing Agreement (hereinafter referred to) as the "City Funding Sources", the revenues from which the City will pay its portion of the costs to finance, develop and construct the Cowboys Complex; and

D. Of even date herewith, the City and the Tenant have executed that certain Cowboys Complex Funding and Closing Agreement (herein so called) outlining certain terms and conditions necessary for the Cowboys Project Closing (as such term is defined therein) to occur; and

E. The Cowboys Complex Funding and Closing Agreement calls for certain mutually approved Project Costs (as therein defined) to be reimbursed by the City to the Tenant and certain other costs advanced by the Tenant for the benefit of the City also to be reimbursed to the Tenant at the Cowboys Project Closing, in accordance with the terms of this Reimbursement Agreement; and

F. The City acknowledges that it does not have funds in its current budget to pay its portion of certain costs associated with the pre-development of the Cowboys Complex, the negotiation of the Project Documents, certain costs associated with the identification and acquisition of the Land (as such term is used in the Cowboys Complex Funding and Closing Agreement) and certain other mutually agreed costs incurred or to be incurred by the City prior to the Cowboys Project Closing; and

G. In order to assist the City in its payment of such costs, the Tenant has agreed to reimburse the City for certain third-party, out-of-pocket costs incurred by the City in connection with the City's fulfillment of its obligations as set out in the Master Agreement, as superseded by the Cowboys Complex Funding and Closing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged and confessed by each of the parties hereto, the parties hereto do hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. Unless the context otherwise requires, capitalized terms used in this Reimbursement Agreement shall have the meanings assigned to them herein, provided capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Cowboys Complex Funding and Closing Agreement.

ARTICLE II

Section 2.01. Advances and Reimbursements. The Tenant (or its affiliates) has previously advanced certain funds to the City to reimburse the City for certain costs incurred by the City relating to the proposed development and financing of the Cowboys Complex, the Election and various other costs incurred by the City prior to the date hereof. In addition to such previously advanced costs, Tenant agrees to reimburse the City for certain additional third-party, out-of-pocket costs and expenses relating to the proposed development and financing of the Cowboys Complex which may be incurred by the City between the date hereof and the Conditions Satisfaction Deadline. All costs (i) previously incurred by the City and already reimbursed by the Tenant (or its affiliates) and (ii) that Tenant (or its affiliates) will reimburse the City pursuant to the immediately preceding sentence (in accordance with the procedures outlined in Section 2.02 below) are identified on Exhibit A attached hereto. To the extent that the City requests the Tenant to advance to or reimburse City for certain additional costs not yet identified on Exhibit A and to the extent that Tenant agrees to do so, such additional costs shall be evidenced by a supplemental written agreement between the parties and reimbursable to the Tenant (or its affiliates) in the same manner that other similar costs are reimbursable under the terms of this Reimbursement Agreement. The City agrees to provide oversight for these services and the costs associated therewith so as to promote the efficient use of time and resources and help control such costs.

Section 2.02. Payment. The City shall submit to the Tenant, within a reasonable time after payment, a request for reimbursement showing all such costs paid by the City since the date of the last request and attaching the supporting invoices detailing those costs. The Tenant shall make full payment to the City for the amounts unpaid and shown on the request for reimbursement within thirty (30) days of receipt of a request for reimbursement. The Tenant has no obligation to reimburse the City for any costs incurred by the City after the Conditions Satisfaction Deadline.

Section 2.03. Tenant Reimbursements. Tenant (for itself and on behalf of its affiliates) shall be entitled to be reimbursed for all costs so advanced or reimbursed by Tenant (or its affiliates) prior to the Conditions Satisfaction Deadline out of the proceeds of the City Funding Sources levied pursuant to the Act at the time such taxes are levied and revenues are received by the City. In the event that the Cowboys Project Closing does not occur, then in such event, all sums advanced and/or reimbursed by Tenant (or any affiliate thereof), which costs have not been previously reimbursed to Tenant (for itself or such affiliate) out of the City Funding Sources, shall constitute a special obligation of the City payable solely out of any City Funding Sources collected by the City until paid in full. In such event, the City agrees to continue to levy the taxes constituting a portion of the City Funding Sources up and until all such sums have been repaid to Tenant in the amounts and/or percentages (as applicable) set forth on Exhibit A hereto. In the event that the Cowboys Project Closing occurs, then any such unreimbursed costs shall be repaid to Tenant concurrently with such Closing in the amounts and/or percentages (as applicable) set forth on Exhibit A hereto. All of the costs and expenses incurred by the Tenant (or any affiliates) relating to the Cowboys Complex incurred prior to the Cowboys Project Closing Date (or thereafter) that are not otherwise reimbursable under the terms of this Reimbursement Agreement shall be reimbursable to the Tenant (or any such affiliate) to the extent that such costs are "Project Costs" pursuant to the terms of the Cowboys Complex Funding and Closing Agreement.

ARTICLE III

Section 3.01. Time of the Essence. Time is of the essence of this Reimbursement Agreement. However, if a date specified or computed under this Reimbursement Agreement for the performance of an obligation by any party, or for the occurrence of any event provided herein, shall be a Saturday, Sunday or "legal holiday" (defined for purposes hereof as any holiday observed by the City), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

Section 3.02. Notices. Any notice provided or permitted to be given under this Reimbursement Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested or (ii) by delivering the same in person to such party or (iii) by overnight courier or messenger service that retains regular records of delivery and receipt. All notices shall be effective on the date of receipt or refusal of service. The initial addresses of the parties for the purpose of notice in the manner described above under this Reimbursement Agreement shall be as follows:

If to the Tenant: Cowboys Stadium, L.P.
One Cowboy Parkway
Irving, Texas 75063
Attn: J. Stephen Jones

With a copy to: Dallas Cowboys
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

If to the City: City of Arlington
City Hall
101 West Abram
Arlington, Texas 76010
Attn: City Manager

With copies to: City of Arlington
City Attorney
201 E. Abram Street
Arlington, Texas 76010

Vinson & Elkins L.L.P.
3700 Trammel Crow Center
2001 Ross Avenue
Dallas, TX 75201
Attn: Ray Hutchison/Ben Brooks

Each party hereto, its successors and assigns, shall have the right from time to time by giving written notice to the other party hereto, to change its address for notices hereunder.

Section 3.03. Recitals. The parties agree that the recitals set forth above in this Reimbursement Agreement are true and correct, and the representations, covenants and recitations set forth therein are made a part hereof for all purposes.

Section 3.04. Authority of the City. The City hereby represents and warrants to the Tenant that the City has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and obligations of this Reimbursement Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Reimbursement Agreement constitutes the legal, valid and binding obligation of the City, and is enforceable in accordance with its terms and provisions.

Section 3.05. Authority of the Tenant. The Tenant hereby represents and warrants to the City that the Tenant has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Reimbursement Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of the Tenant.

Accordingly, this Reimbursement Agreement constitutes the legal, valid and binding obligation of the Tenant, and is enforceable in accordance with its terms and provisions.

Section 3.06. Amendment; Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Reimbursement Agreement. The failure of the City or the Tenant to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Reimbursement Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the City or the Tenant of any covenant, agreement, term, provision or condition of this Reimbursement Agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized official on behalf of the Tenant or the City.

Section 3.07. Consent. Unless otherwise specifically provided herein, no consent or approval by the City or the Tenant permitted or required under the terms of this Reimbursement Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is given.

Section 3.08. Severability. If any article, section, subsection, term or provision of this Reimbursement Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Reimbursement Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Reimbursement Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Reimbursement Agreement.

Section 3.09. Binding Effect. Except as may otherwise be provided herein to the contrary, this Reimbursement Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of the Tenant and the City, and their respective permitted successors and assigns.

Section 3.10. Relationship of Parties. Nothing contained in this Reimbursement Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Tenant and the City.

Section 3.11. Governing Law. This Reimbursement Agreement has been prepared in the State of Texas and shall be governed in all respects by the laws of the State of Texas.

Section 3.12. Effective Date. This Reimbursement Agreement shall be a legally binding agreement, in full force and effect, as of the date set forth in the first paragraph of this Reimbursement Agreement.

Section 3.13. Third-Party Beneficiary. The provisions of this Reimbursement Agreement are for the exclusive benefit of the parties hereto (and in the case of the Tenant, its affiliates, including the Club) and not for the benefit of any other third person, nor shall this Reimbursement Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

Section 3.14. Non-Exclusive Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Reimbursement Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by a party of its obligations hereunder may be inadequate in view of the complexities and uncertainties in measuring the actual damages which would be sustained by reason of either party's failure to comply fully with each of such obligations. Accordingly, the obligations of each party hereunder are expressly made enforceable by specific performance.

Section 3.15. Attorneys' Fees. Should either party to this Reimbursement Agreement engage the services of attorneys or initiate legal proceedings to enforce its rights or remedies under this Reimbursement Agreement, 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 3.16. Exhibits, Titles of Articles, Sections and Subsections. The exhibits, if any, attached to this Reimbursement Agreement are incorporated herein and shall be considered a part of this Reimbursement Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Reimbursement Agreement, the provisions of this Reimbursement Agreement shall prevail. All titles or headings are only for convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

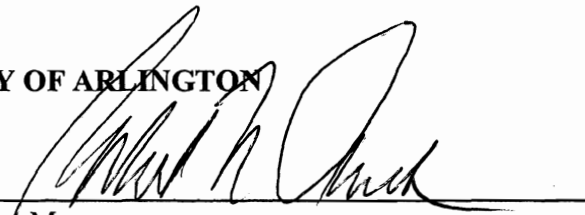
Section 3.17. Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous (other than the Cowboys Complex Funding and Closing Agreement), or subsequent oral or written agreements of the parties. There are no unwritten oral agreements between the parties relating the subject matter hereof. All prior negotiations, writings, discussions, correspondence, and preliminary understandings between the parties hereunder and others relating hereto are superseded by this Reimbursement Agreement.

Section 3.18. Interpretation. This Reimbursement Agreement has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Reimbursement Agreement.

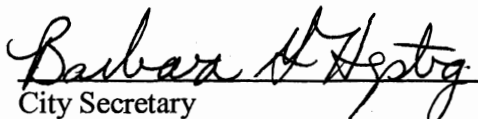
[Signature Pages Follow]

IN WITNESS HEREOF, the parties have executed this Reimbursement Agreement as of the day and year first hereinabove written.


CITY OF ARLINGTON

By: 
Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

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

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


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

EXHIBIT A

Description/Type of Cost	Previously Paid (P) or To Be Paid (TBP)	Percentage Reimbursable to Tenant if Cowboys Project Closing Occurs	Percentage Reimbursable to Tenant out of City Funding Sources if Cowboys Project Closing Does <u>Not</u> Occur
City outside legal fees for transactional (non-bond/finance costs and non-land-acquisition costs) ¹	P and TBP	100%	100%
City's preliminary financial advisor fees	P	100%	100%
City Financial Advisor Fees	TBP ²	100%	100%
City Relocation Consultant	TBP	50%	100%
Election Filing Fees and related City election costs	P	50%	50%
City Economic Impact Study	P	50%	50%

¹ Amount reimbursable by Tenant capped at \$225,000

² Capped at \$130,000