

FIRST AMENDMENT TO LEASE GUARANTY

THIS FIRST AMENDMENT TO LEASE GUARANTY (this "Amendment") is entered into as of August 21, 2020, between the **CITY OF ARLINGTON, TEXAS** a duly incorporated home rule city of the State of Texas ("City"), and **DALLAS COWBOYS FOOTBALL CLUB, LTD.**, a Texas limited partnership ("Guarantor").

RECITALS:

- A. City and Guarantor entered into that certain Lease Guaranty dated as of September 1, 2005 (the "Guaranty," capitalized terms used but not defined herein shall have the meaning assigned to them in the Guaranty.)
- B. City and Guarantor desire to amend the Guaranty to reflect that the initial term of the Cowboys Complex Lease Agreement has been extended by one year.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, City and Guarantor agree as follows:


- 1. Thirty-One Year Period Fixed Rent.** All references to the term Thirty Year Period Fixed Rent in the Guaranty are hereby amended and replaced with the term "Thirty-One Year Period Fixed Rent," as defined in the Lease.
- 2. Ratification; Binding Effect; Governing Law.** City and Guarantor each hereby ratifies and confirms its obligations under the Guaranty. Except as modified hereby, the Guaranty shall remain in full effect and this Amendment shall be binding upon City and Guarantor and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Guaranty and the terms of this Amendment, however, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Texas.
- 3. Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[SIGNATURES ON NEXT PAGE]

Executed as of the date first set forth above.

CITY:

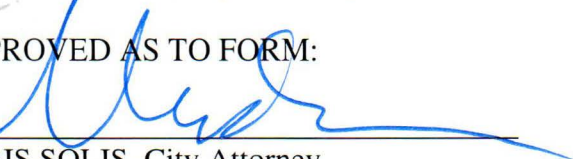
CITY OF ARLINGTON, TEXAS

By: 
TREY YELVERTON, City Manager

ATTEST:


for ALEX BUSKEN, City Secretary


APPROVED AS TO FORM:

By: 
TERIS SOLIS, City Attorney

GUARANTOR:

**DALLAS COWBOYS FOOTBALL CLUB,
LTD.
a Texas limited partnership**

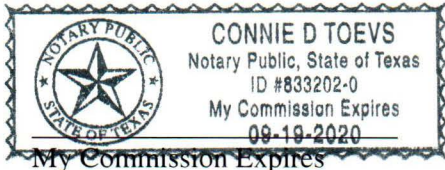
**By: JWJ Corporation
its General Partner**

By: 
Name: James Linker
Title: CFO

THE STATE OF TEXAS § **DALLAS COWBOYS FOOTBALL CLUB, LTD.**
 §
COUNTY OF TARRANT § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas Walker, known to me or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **DALLAS COWBOYS FOOTBALL CLUB, LTD.**, and as the Asst. Treas. thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of August, 2020.



Connie D Toews
Notary Public in and for
The State of Texas

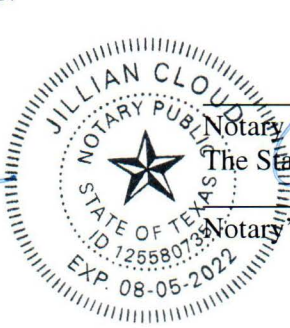
Notary's Printed Name

THE STATE OF TEXAS §
 § **CITY OF ARLINGTON, TEXAS**
COUNTY OF TARRANT § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of August, 2020.

8-5-2022
My Commission Expires



Jillian Cloud
Notary Public in and for
The State of Texas

Notary's Printed Name