

LEASE SUMMARY

TEAM: Dallas COWBOYS

Team Owner: Jerry Jones

[Team Website](#)

FACILITY: AT&T Stadium

[Facility Website](#)

Year Built: 2009

TITLE OF AGREEMENT: Cowboys Complex Lease Agreement

Lessor: City of Arlington

Lessee: Cowboys Stadium, L.P.

TERM OF AGREEMENT:

“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).” Section 1.2, page 2.

ANNUAL FIXED PAYMENT:

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.

Section 2.1, pages 13-14.

TERMINATION OF LEASE:

Default of 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, page 41.

Default of Landlord:

"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, page 44.

USE OF FACILITY:

"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." Section 5.1, page 28.

MAINTENANCE:

"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." Section 5.3, page 29.

INSURANCE:

Indemnity and Insurance:

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." Section 6.1, page 35.

Section 6.2: Casualty Insurance

At all times during the Term the tenant must maintain casualty insurance. Section 6.2, page 35.