

SECOND AMENDMENT TO COWBOYS COMPLEX LEASE AGREEMENT

THIS SECOND AMENDMENT TO COWBOYS COMPLEX LEASE AGREEMENT (this "Amendment") is entered into as of July __, 2007, between CITY OF ARLINGTON, TEXAS, a duly incorporated home rule city of the State of Texas ("Landlord"), and COWBOYS STADIUM, L.P., a Texas limited partnership ("Tenant").

RECITALS:

A. Landlord and Tenant entered into that certain Cowboys Complex Lease Agreement dated as of September 1, 2005 (as amended to date, the "Lease"; capitalized terms used but not defined herein shall have the meanings assigned to them in the Lease).

B. Landlord owns certain tracts of real property located in and around Johnson Creek and more particularly described on Annex A attached hereto and depicted pictorally on Annex B attached hereto (the "Johnson Creek Land").

C. Landlord and Tenant desire for the Johnson Creek Land to be used as part of the Cowboys Complex and further desire to amend the Lease to incorporate the Johnson Creek Land as part of the Land under and subject to the Lease on the terms and conditions herein contained.

AGREEMENTS:

NOW, THEREFORE, for the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Johnson Creek Land. The Johnson Creek Land is hereby incorporated into and made subject to the Lease. To give effect to the foregoing:

(a) The Lease is amended to add a new Exhibit "A-4", which is in the form of Annex A attached hereto.

(b) The definition of "Land" in Section 1.5 of the Lease is deleted in its entirety and replaced with the following:

Land. The tracts of land described on Exhibit "A-1", Exhibit "A-2", Exhibit "A-3", and Exhibit "A-4" 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", Exhibit "A-2", Exhibit "A-3", and Exhibit "A-4" attached hereto, shall be of a size and configuration reasonably suitable to accommodate the Cowboys Stadium and other contemplated improvements.

(c) Tenant may use the Johnson Creek Land solely for parking purposes at the Cowboys Complex and such other uses as may be hereafter mutually agreed by Landlord and Tenant in writing to be necessary and/or advantageous to the development and use of the Cowboys Complex.

2. **Valuation Amount; Amount and Nature of Payment to Landlord.** Landlord and Tenant acknowledge and agree that as of the date of this Amendment, the agreed price of the Johnson Creek Land is stipulated to be One Million Nine Hundred Forty-Five Thousand Eight Hundred Sixty-One and No/100 Dollars (\$1,945,861.00) (such stipulated amount being hereinafter called the "**JCL Price**"). Upon the complete execution of this Amendment, Tenant and Landlord shall pay their respective portion of the JCL Price (as required under the Closing Conditions Agreement) into the Venue Project Fund (as defined in the Closing Conditions Agreement) as partial consideration for the use of the Johnson Creek Land as part of the Cowboys Complex throughout the Term; provided, however, if as of the date hereof, Landlord shall have satisfied the City Contribution (as defined in the Closing Conditions Agreement) by already contributing \$325,000,000 toward the Project Costs, then Landlord shall have no obligation to contribute any portion of the JCL Price and Tenant shall bear the full cost thereof. The JCL Price shall be paid as a Project Cost in accordance with the Closing Conditions Agreement. Landlord and Tenant acknowledge and agree that Landlord previously acquired the Johnson Creek Land for purposes other than for use as part of the Cowboys Complex. Accordingly, the payment of the JCL Price to Landlord constitutes compensation to Landlord in its capacity as fee title owner of the Johnson Creek Land for Landlord's agreement to encumber the Johnson Creek Land under the Lease (comparable to the purchase price paid to third-party land owners for the acquisition of other land used as part of the Cowboys Complex); such payment is not being made to Landlord in its capacity as Landlord under the Lease and does not constitute Rental under the Lease.

3. **Ratification; Binding Effect; Governing Law.** Landlord and Tenant each hereby ratifies and confirms its obligations under the Lease. Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Texas.

4. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Executed as of the date first above written.

ATTEST:

Karen Barbera
City Secretary

APPROVED AS TO FORM:

Jessamine McIntyre
City Attorney

LANDLORD:
CITY OF ARLINGTON

By:

[Signature]
Mayor

TENANT:

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

By: Cowboys Stadium GP, LLC, a Texas
limited liability company, its general
partner

By: Blue & Silver, Inc., a Texas
corporation, its managing member

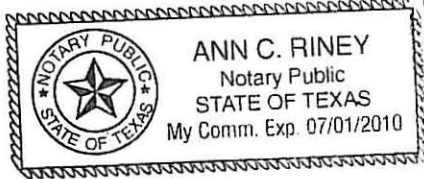
By:

Name: STEPHEN JONES

Title: CHIEF OPERATING OFFICER

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 1st day of August, 2007, by Robert A. Chick, Mayor of City of Arlington, Texas, a duly incorporated home rule city of the State of Texas.



Ann C. Riney
Notary Public in and for the State of Texas

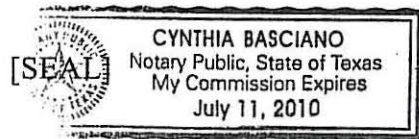
[SEAL]

My Commission Expires:

7/1/10

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 27 day of July, 2007, by STEPHEN JONES, COO of Blue & Silver, Inc., a Texas corporation, the managing member of Cowboys Stadium GP, LLC, a Texas limited liability company and general partner of Cowboys Stadium, L.P., a Texas limited partnership, on behalf of said corporation, limited liability company and limited partnership.



Cynthia Basciano
Notary Public in and for the State of Texas

My Commission Expires:

July 11, 2010

ANNEX A

Exhibit "A-4"

**CITY OF ARLINGTON PROPERTY
SOUTH OF RANDOL MILL ROAD - WEST OF JOHNSON CREEK
TRACT I**

BEING a 6.41 acre tract out of the Joel Blackwell Survey, Abstract No. 147, Tarrant County, Texas and also being out of Lot 36, of the Joel Blackwell Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 7736, Plat Records, Tarrant County, Texas, Blocks 2, 3 and 4 of the East Crestwood Addition, 2nd Filing, as recorded in Volume 388-W, Page 29, Plat Records, Tarrant County, Texas. Said 6.41 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point, said point being the northwest corner of Lot 35 of said Joel Blackwell Addition, and also being located in the south right-of-way line of Johnson Avenue (a 50 foot right-of-way);

THENCE North 89°45'33" East, along the south line of Johnson Avenue, for a distance of 769.41 feet to the **POINT OF BEGINNING**;

THENCE North 02°35'37" East, leaving said south line, for a distance of 50.20 feet to a point;

THENCE North 89°43'29" West, for a distance of 225.83 feet to a point;

THENCE North 00°29'50" West, for a distance of 800.62 feet to a point;

THENCE North 89°28'41" East, for a distance of 469.85 feet to a point;

THENCE South, for a distance of 44.21 feet to a point;

THENCE South 68°13'04" West, for a distance of 244.36 feet to a point;

THENCE South 11°20'15" East, for a distance of 108.24 feet to a point, said point being the point of curvature of a non-tangent curve to the right, having a delta of 10°53'11", a radius of 555.00 feet and a chord bearing and distance of South 05°53'39" East, 105.29 feet;

THENCE along said curve, an arc distance of 105.45 feet to the point of tangency of said curve;

THENCE South 00°27'03" East, for a distance of 639.75 feet to a point;

THENCE North 89°43'56" West, for a distance of 337.57 feet to a point;

THENCE North 38°43'01" West, for a distance of 31.46 feet to a point, said point being the point of curvature of a non-tangent curve to the left, having a delta of 07°01'09", a radius of 857.50 feet and a chord bearing and distance of North 07°57'15" East, 104.98 feet;

THENCE along said curve, an arc distance of 105.05 feet to the point of tangency of said curve;

THENCE South 89°51'40" East, for a distance of 293.17 feet to the **POINT OF BEGINNING** and **CONTAINING** 279,116 square feet or 6.41 acres of land more or less.

**CITY OF ARLINGTON PROPERTY
SOUTH OF RANDOL MILL ROAD - WEST OF JOHNSON CREEK
TRACT II**

BEING a 8.88 acre tract out of the Joel Blackwell Survey, Abstract No. 147, Tarrant County, Texas and also being out of Lot 36, of the Joel Blackwell Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 7736, Plat Records, Tarrant County, Texas. Said 8.88 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point, said point being the southeast corner of Lot 26, Joel Blackwell Addition, an addition to the City of Arlington, as recorded in Volume 388-189, Page 17, Plat Records, Tarrant County, Texas and also being located in the north right-of-way line of Sanford Street (a variable width right-of-way);

THENCE North 88°43'29" East, along the north line of Sanford Street, for a distance of 422.82 feet to the **POINT OF BEGINNING**;

THENCE North 00°38'51" West, leaving said north line, for a distance of 451.50 feet to a point, being the point of curvature of a curve to the right, having a delta of 34°18'29", a radius of 611.04 feet and a chord bearing and distance of North 16°30'23" East, 360.44 feet;

THENCE along said curve, an arc distance of 365.88 feet to the point of tangency of said curve;

THENCE North 33°39'38" East, for a distance of 159.83 feet to a point;

THENCE South 56°20'22" East, for a distance of 159.83 feet to a point;

THENCE South 16°30'00" East, for a distance of 282.44 feet to a point, being the point of curvature of a curve to the left, having a delta of 22°51'23", a radius of 985.00 feet and a chord bearing and distance of South 27°55'42" East, 390.33 feet;

THENCE along said curve, an arc distance of 392.93 feet to the point of tangency of said curve;

THENCE South 00°38'51" East, for a distance of 220.33 feet to a point, said point located in the north line of said Sanford Street;

THENCE South 89°27'38" West, following along said north line, for a distance of 584.49 feet to the **POINT OF BEGINNING** and **CONTAINING** 386,725 square feet or 8.88 acres of land more or less.

**CITY OF ARLINGTON PROPERTY
SOUTH OF RANDOL MILL ROAD - WEST OF JOHNSON CREEK
TRACT III**

BEING a 1.05 acre tract out of the Joel Blackwell Survey, Abstract No. 147, Tarrant County, Texas and also being out of Lot 35, of the Joel Blackwell Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 7736, and Lot 49, of the Reynolds Subdivision, an addition to the City of Arlington, Texas, as recorded in Volume 388-P, Page 9, Plat Records, Tarrant County, Texas. Said 1.05 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point, said point being the northwest corner of Lot 35 of said Joel Blackwell Addition, and also being located in the south right-of-way line of Johnson Avenue (a 50 foot right-of-way);

THENCE South $00^{\circ}05'06''$ East, leaving said south line of Johnson Avenue, for a distance of 5.70 feet to the **POINT OF BEGINNING**;

THENCE South $89^{\circ}51'40''$ East, for a distance of 360.36 feet to a point, said point being the point of curvature of a non-tangent curve to the right, having a delta of $08^{\circ}07'39''$, a radius of 742.50 feet and a chord bearing and distance of South $09^{\circ}10'36''$ West, 105.24 feet;

THENCE along said curve, an arc distance of 105.33 feet to the point of tangency of said curve;

THENCE South $52^{\circ}14'11''$ West, for a distance of 39.38 feet to a point;

THENCE North $89^{\circ}43'56''$ West, for a distance of 316.47 feet to a point, said point being the point of curvature of a curve to the left, having a delta of $00^{\circ}27'56''$, a radius of 1,035.00 feet and a chord bearing and distance of North $89^{\circ}57'54''$ West, 8.41 feet;

THENCE along said curve, an arc distance of 8.41 feet to the point of tangency of said curve;

THENCE North $01^{\circ}34'01''$ East, for a distance of 127.47 feet to a point;

THENCE South $89^{\circ}51'40''$ East, for a distance of 8.95 feet to the **POINT OF BEGINNING** and **CONTAINING** 45,900 square feet or 1.05 acres of land more or less.

**CITY OF ARLINGTON PROPERTY
SOUTH OF RANDOL MILL ROAD - WEST OF JOHNSON CREEK
TRACT IV**

BEING a 0.95 acre tract out of the Joel Blackwell Survey, Abstract No. 147, Tarrant County, Texas and also being out of Lot 35, of the Joel Blackwell Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 7736, and the Oak Park Subdivision, an addition to the City of Arlington, Texas, as recorded in Volume 388-9, Page 537, Plat Records, Tarrant County, Texas. Said 0.95 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point, said point being the northwest corner of Lot 35 of said Joel Blackwell Addition, and also being located in the south right-of-way line of Johnson Avenue (a 50 foot right-of-way);

THENCE South 00°05'06" East, leaving said south line of Johnson Avenue, for a distance of 378.52 feet to the **POINT OF BEGINNING**;

THENCE North 89°42'28" East, for a distance of 221.34 feet to a point;

THENCE South 33°39'38" West, for a distance of 190.71 feet to a point, said point being the point of curvature of a curve to the left, having a delta of 19°48'40", a radius of 857.50 feet and a chord bearing and distance of South 23°45'18" West, 295.02 feet;

THENCE along said curve, an arc distance of 296.50 feet to the point of tangency of said curve;

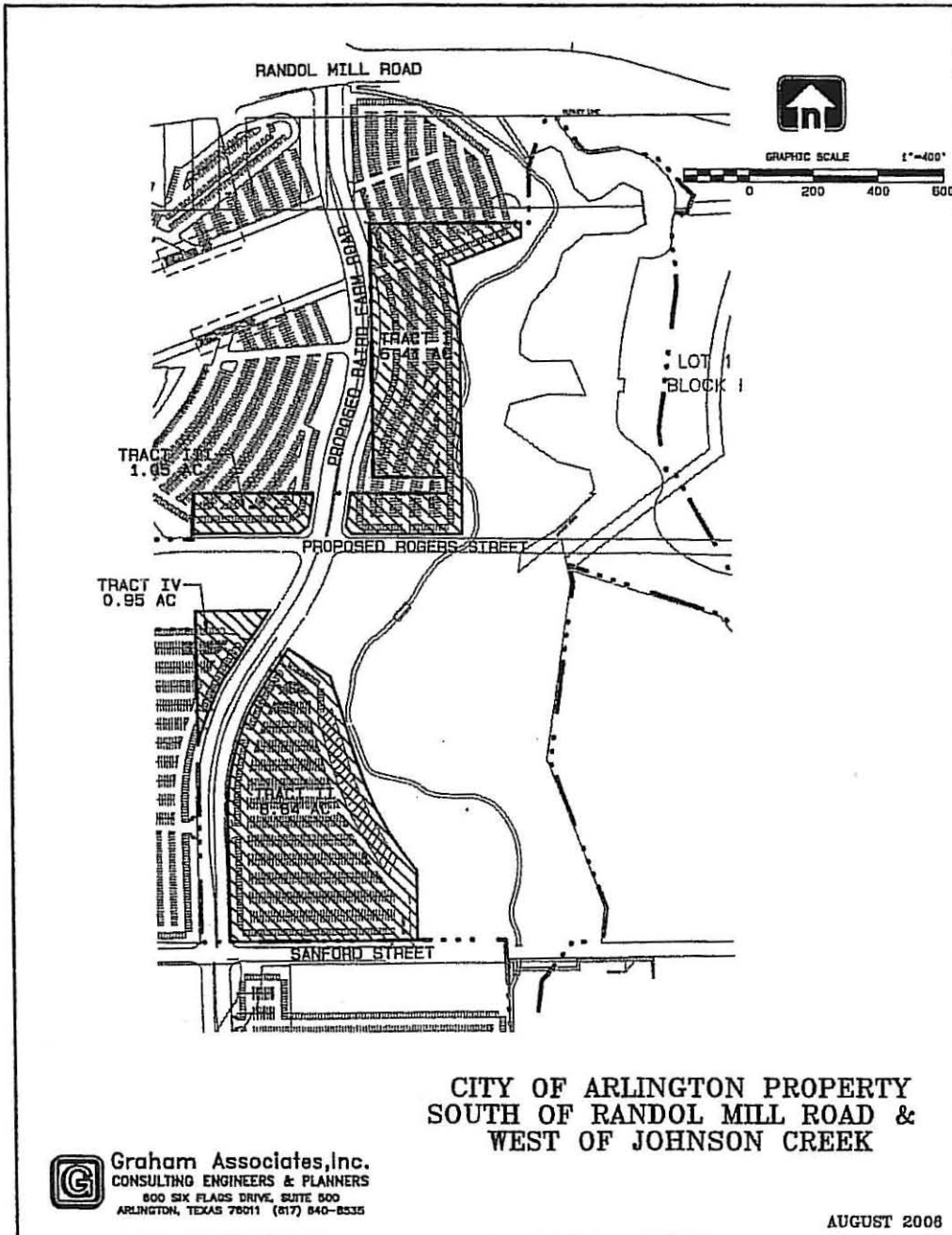
THENCE North 00°33'06" West, for a distance of 368.87 feet to a point;

THENCE North 00°17'32" West, for a distance of 58.74 feet to a point;

THENCE North 89°42'28" East, for a distance of 7.06 feet to the **POINT OF BEGINNING** and **CONTAINING** 41,525 square feet or 0.95 acres of land more or less.

ANNEX B

DEPICTION OF JOHNSON CREEK LAND



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