

CHARITABLE CONTRIBUTION AND PLEDGE AGREEMENT

AGREEMENT made as of the 26th day of August, 2005, by and between the Dallas Cowboys Football Club, Ltd. (the "Donor") and Foundation for Arlington Youth (the "Foundation").

WHEREAS, the City of Arlington, Texas, a duly incorporated home rule city of the State of Texas ("City") and the Cowboys Stadium, L.P., a Texas Limited Partnership have entered into a Cowboys Complex Funding and Closing Agreement (the "Closing Agreement") dated February 9, 2005; and

WHEREAS, the Closing Agreement refers to the execution of certain agreements, all as therein described, including this Agreement, at the Closing (as therein contemplated); and

WHEREAS, the Jerral W. Jones family and its affiliated entities have been benefactors of youth in sports, recreational and educational activities; and

WHEREAS, pursuant to the terms and conditions of the Closing Agreement, the Donor wishes to establish a fund exclusively for the benefit of the youth of the City in support of programs and activities for sports, recreational and educational purposes; and

WHEREAS, prior to the execution of this Agreement, the Foundation was formed as a Texas non-profit corporation to oversee and administer the distribution of the amounts pledged by the Donor to such Foundation.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, and for other good and valuable consideration, the Donor agrees as follows:

1. The Foundation has been created as a Texas non-profit corporation that will apply or has applied for recognition as an organization exempt from federal income tax as described in Section 501(c)(3) of the Internal Revenue Code and is able to accept donations for the purposes stated in its organizational documents.

2. The Articles of Incorporation and Bylaws of the Foundation will contain provisions (i) requiring that at all times, a number of directors equal to at least one less than a majority of the members of the Board of Directors shall consist of persons either appointed by the City or persons appointed automatically as a result of their position with or relationship to the City (collectively, the "City Directors"), and (ii) requiring that any amendment to the Articles of Incorporation and Bylaws of the Foundation that reduces the number of City Directors below one less than a majority of the members of the Board of Directors must be approved unanimously by the City Directors.

3. On or before October 1, 2006 Donor shall contribute to the Foundation the initial sum of \$500,000 as its initial contribution to such Organization ("Initial Funding").

4. Donor pledges to the Foundation the total sum of Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000), to be paid in equal annual

installments of \$500,000 each over 33 years; provided, however, that in the event the Franchise Agreement dated September 1, 2005 between the Dallas Cowboys Football Club, Ltd. and the City is terminated in accordance with its terms, Donor's obligations under this Charitable Contribution and Pledge Agreement shall cease and be of no further force or effect as of the date of such termination. The Initial Funding shall constitute the first annual installment. The Donor reserves the right to fulfill its pledge as follows: (i) by making annual installments itself or (ii) by making annual installments through any other person or entity.

5. Donor's obligation to make payments to fulfill the pledge or to pay any annual installment of the pledge is not conditioned on or affected by whether the payment is deductible by the Donor or any other payor for federal income tax purposes or federal gift tax purposes. Moreover, the Donor and the Foundation may, without the consent of the City, alter or amend any provision of this Agreement if the Donor and Foundation deem such alteration or amendment necessary in order to insure that the Foundation qualifies as an entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code or in order to avoid the imposition of excise tax under Sections 4941 through 4945 of the Internal Revenue Code; provided, however, no such alteration or amendment may reduce the financial agreement or pledge of the Donor to the Foundation or amend the first sentence of this Section 5.

6. Monies received from Donor by the Foundation shall be the property of the Foundation and shall not be deemed a separate trust fund held by it in a trustee capacity.

7. Monies received from Donor by the Foundation shall be used exclusively to support and benefit the youth of the City for sports, recreational and educational purposes in programs and projects which are selected, established, administered and/or supervised by the Foundation and which further the purpose of the Foundation.

8. Distributions and use by the Foundation of the income or principal or both shall be made at such times, in such amounts, in such ways and, subject to the preceding paragraphs, for such purposes as the Foundation shall determine in its sole discretion, but not in an amount greater than funds received from time to time by the Foundation.

9. Donor acknowledges that the Foundation will incur obligations and engage in ongoing and continuous efforts to establish programs and undertake financial commitments to third parties to support programs for the purposes described in this Agreement, which it would not undertake but for Donor's pledge as provided herein.

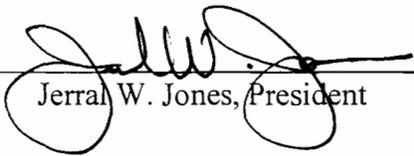
10. This Agreement is intended to be binding upon Donor and Donor's successors and assigns for the benefit of and enforceable by the Foundation and the City. The City shall be an express third party beneficiary of this Agreement. This Agreement does not create a partnership or joint venture between or among the City, the Donor, and the Foundation.

11. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Donor has executed this Agreement as of the date first written above.

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

By: JWJ Corporation,
Its General Partner

By: 
Jerral W. Jones, President

FOUNDATION FOR ARLINGTON YOUTH

By: 
Charlotte Anderson, President