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SUMMARY OF CERTAIN KEY FINANCIAL TERMS USED IN THE COWBOYS COMPLEX FUNDING AND CLOSING AGREEMENT, IN THE PROJECT DOCUMENTS AND IN THE REIMBURSEMENT AGREEMENT REGARDING THE DALLAS COWBOYS COMPLEX PROJECT IN THE CITY OF ARLINGTON, AND A SIMPLIFIED SUMMARY OF THE CONTEMPLATED ACTIVITIES OF THE COWBOYS AND THE CITY DURING THE VARIOUS STATED PERIODS OF TIME, BEGINNING AFTER THE DATE OF APPROVAL BY THE CITY ON FEBRUARY 8, 2005, IF APPROVED**

A) Key Terms (Terms are summaries of certain defined terms contained or referred to in the Dallas Cowboys Complex Project Funding and Closing Agreement):

“City Contribution” – The amount of the City’s commitment toward the payment of “Project Costs”: The amount that equals the lower of (i) \$325 million, or (ii) 50% of the actual Project Costs of the Cowboys Complex.

“User Contribution” – The amount to be contributed to the payment of Project Costs by the fans and users of the Cowboys Complex that can be commercially financed by the levy of a 10% Admissions Tax and a 3% Parking Tax.

“Tenant Contribution” – The amount of the Tenant’s, an affiliated party of the Cowboys, commitment toward the payment of “Project Costs”: The amount that equals the difference between the total amount of Project Costs (including cost overruns), and the total amount of the City Contribution and the amount raised to fund the User Contribution, and a commitment to provide funds to pay up to \$35 million of the City Contribution through the purchase by the Cowboys or an affiliate of “Third Lien Special Tax Revenue Bonds” issued by the City as a part of the City Contribution.

“Commencement Date” – The date on which (i) the closing of the multiple transactional documents are executed and closed in a concurrent transaction, projected to be September 1, 2005, or an earlier date, if mutually approved by the Cowboys and the City, and (ii) the Naming Rights portion of rent payable to the City under the Cowboys Complex Lease Agreement becomes effective as to any sale of naming rights thereafter.

“Operational Date” – The date on which the Dallas Cowboys Complex opens for business, estimated to be during the Spring of 2009, and after which (i) the Cowboys must move team games to Arlington, (ii) the fixed \$2 million portion of the annual rent is required to be paid to the City, and (iii) the initial 30 year period of the Cowboys Team play at the Stadium begins to run.

“Arlington Youth Foundation” – A Texas non-profit corporation to be incorporated and established as a charitable foundation for the benefit of the youth and youth programs of the City.

“Charitable Contribution and Pledge Agreement” – The agreement by that name that is attached as Exhibit E to the Cowboys Complex Funding and Closing Agreement, to be executed at the Complex Closing on September 1, 2005 (or earlier), to be executed by the **“Gene and Jerry Jones Family Charities,”** as “Donor,” and in which the Donor agrees to contribute \$500,000 annually for 33 years to the Arlington Youth Foundation, beginning in 2006.

B) Time Line and Period Activities:

February 8 and February 9, 2005:

- 2/8/05:** City Council considers and acts on Resolution approving the Reimbursement Agreement and the Cowboys Complex Funding and Closing Agreement and the form and substance of its exhibits, that include the Franchise Agreement, the Cowboys Complex Lease Agreement, the Lease Guaranty, the Purchase Option Agreement, the Charitable Contribution and Pledge Agreement.
- 2/9/05:** If approved by the City Council on 2/8, City and Cowboys affiliates execute and deliver Reimbursement Agreement and Cowboys Complex Funding and Closing Agreement.

Final Decision Period - February 10 to July 1, 2005:

Cowboys:

- (i) Complete preliminary design of Complex,
- (ii) Develop Project-Cost budget based on preliminary design, with target maximum cost of \$650 million, plus \$25 million for offsite road improvements,
- (iii) Develop commercial financing strategies for funding Tenant Contribution, dictated mainly by general economic and financial market conditions

- (iv) Join City in developing commercial financing strategy of User Contribution, dictated mainly by general economic and financial market conditions
- (v) Verify that existing or proposed codes and ordinances of City will permit standard and profitable operation of Complex according to preliminary design,
- (vi) Confirm and satisfy itself that City will be able to finance at least \$290 million of the City Contribution on a timely basis, dictated mainly by general economic and financial market conditions,
- (vii) Obtain approval of transaction by National Football League; and
- (viii) Make independent and final go-no-go decision on or before July 1, 2005.

City:

- (i) Confirm and satisfy itself that Cowboys parties will have access to funds through commercial or other sources sufficient on a timely basis to fund the Tenant Contribution and the User Contribution if City and Cowboys parties determine to finance and provide the User Contribution,
- (ii) Pursue land acquisition activities at the Cowboys Complex project site,
- (iii) Confirm and satisfy itself that the City will have access to funds through bond market or other commercial sources sufficient on a timely basis to fund the City Contribution, dictated mainly by general economic and financial market conditions, and
- (iv) Make independent and final go-no-go decision on or before July 1, 2005.

Closing Period - July 1 to September 1, 2005 (or earlier if mutually approved):

Cowboys:

- (i) Proceed to completion of steps required by the Cowboys Complex Funding and Closing Agreement to obtain funding on a timely basis of Tenant Contribution and guarantee of funding and credit support of User Contribution, if to be made, and make preparations to purchase up to \$35 million of Third Lien Special Tax Revenue Bonds of City, if required to complete the funding of the City Contribution,
- (ii) Proceed with preparation of final architectural plans for Cowboys Complex,
- (iii) Complete incorporation and qualification of Arlington Youth Foundation as a charitable foundation for the benefit of the youth of the City, and

- (iv) Participate on September 1 (the “Cowboys Project Closing Date”), or an earlier date if mutually approved, in the “Cowboys Project Closing,” by providing funding and by executing and delivering the Franchise Agreement, the Cowboys Complex Lease Agreement, the Lease Guaranty, the Purchase Option, and the Charitable Contribution and Pledge Agreement among the respective parties thereto. This is the “Commencement Date” under all documents.

City:

- (i) Proceed to completion of steps required by the Cowboys Complex Funding and Closing Agreement to obtain funding on a timely basis of City Contribution and guarantee of funding and credit support of User Contribution, if to be made,
- (ii) Continue land acquisition program,
- (iii) Participate on the Cowboys Project Closing Date, or an earlier date if mutually approved, in the Cowboys Project Closing, by providing funding and by executing and delivering the Franchise Agreement, the Cowboys Complex Lease Agreement, the Lease Guaranty, the Purchase Option, and the Charitable Contribution and Pledge Agreement among the respective parties thereto, and
- (iv) Make settlements under Reimbursement Agreement.

Development Period - September 1, 2005, to Spring, 2009 (projected):

The “Development Period” is a defined period of time beginning on the Commencement Date (September 1, 2005, unless an earlier date is mutually approved) and ending on the Operational Date.

During the Development Period, the Tenant, a Cowboys affiliate, is responsible for and obligated to complete the architectural design and construction of the Cowboys Stadium.

Under the Franchise Agreement, from and after the Commencement Date and during the Development Period, the Cowboys are obligated to play all home football games in a stadium of their selection located in North Texas.

On, from, and after the Operational Date, the Franchise Agreement requires the Cowboys to move the Team’s home field to the Cowboys Stadium in Arlington, and, except for untenable conditions and serious interruptions to the use of Cowboys Complex, to continue there for a minimum of 30 years.

Cowboys:

- (i) Complete final architectural and design plans for Cowboys Complex and secure all necessary governmental permits, licenses, and

- approvals, and
- (ii) Develop construction plans, enter into development contracts and agreements, commence and complete construction of Cowboys Stadium and related on-site and off-site infrastructure, and set opening day, defined in the documents as the “Operational Date,” projected for the Spring of 2009.

City:

- (i) Complete land acquisition program, and work with Cowboys and contractors to expedite governmental code compliance, licensing, permitting, inspections and other requirements, such as traffic studies, and alterations to traffic and road conditions.

**** This document contains an imprecise summary of selected events and consequences that are either required to occur or are anticipated to occur under legal documents in a set of interrelated transactions. Reference is made to the documents for a full statement of all rights and responsibilities of the respective parties thereto.**
