

LEASE SUMMARY

TEAM: Dallas COWBOYS

Team Owner: Jerry Jones

Team Website: www.dallascowboys.com

FACILITY: Cowboys Stadium

Facility Website: stadium.dallascowboys.com

Year Built: 2009

TITLE OF AGREEMENT: Lease Agreement

Lessor: City of Irving, TX

Lessee: Texas Stadium Corp.

TERM OF AGREEMENT:

This Agreement shall commence on February 1, 1985 and shall expire twenty four years after the date, on January 31, 2019.

TERMINATION OF LEASE:

The following events will be considered a default on the Agreement, and the Agreement may be terminated:

- Lessee shall fail to pay the rent within thirty days after agreed upon due date and such failure continues for a period of ten days after written notice is given by Lessor to Lessee.
- Lessee fails to observe or perform any of the other covenants, and such failure shall continue and not be cured for a period of sixty days after written notice thereof has been given by Lessor to Lessee.
- If more than thirty days is reasonably required to cure such matter complained of if Lessee shall fail to commence the correct within sixty days after written notice and shall fail with reasonable diligence to prosecute the same to completion.

RENT:

Lessee shall pay Lessor an annual rent for each Fiscal Year a cash sum equal to eight percent of Operating Revenues and an additional cash sum equal to eight percent of Skybox Revenues. If the aggregate rent is less than \$950,000 then the Lessee shall pay a cash sum equal to \$950,000 in lieu of the annual rental amounts.

REVENUE SOURCES:

Operating Revenues of Lessee shall consist of all revenues received by Lessee and receipts of Lessee derived from the operations of Texas Stadium. Operating Revenues include:

- **Advertising:** Advertising revenues received from Lessee from the Scoreboard, Theme Tower and elsewhere in, upon, and around Texas Stadium
- **Subletting:** Revenues received by Lessee for the Subletting of the Advertising Boxes and the additional Box Suites
- **Parking:** Revenues received by Lessee
- **Concessions:** Concession revenues received by Lessee

- **Broadcasts:** All revenues received by Lessee from Radio and Television broadcasts
- **Other:** Any other revenues received by, or receipts obtained by, Lessee from such rent and occupancy of Texas Stadium

MAINTENANCE:

Repair, damage, and restoration of the leased premises shall be governed by the following provisions:

- Lessee shall at all times keep the leased premises in a reasonably clean and orderly condition and appearance.
- Lessee shall promptly make all repairs, replacements and restorations of all or any part of the leased premises, interior, and exterior, structural or non-structural.
- Lessee shall have the right, at its own cost and expense, from time-to-time to make improvements to the leased premises, subject to the approval of the plans and specifications by the Lessor.