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CAUSE NO. 141-379519-26

VOTERS' VOICE OF ARLINGTON, an unincorporated nonprofit association ***Plaintiff,***	§	**IN THE DISTRICT COURT**
v.	§	**____ JUDICIAL DISTRICT**
CITY OF ARLINGTON, TEXAS, **JIM ROSS,** as Mayor; **TREY YELVERTON**, as City Manager, ***Defendants.***	§	**TARRANT COUNTY, TEXAS**

ORIGINAL PETITION for DECLARATION OF ILLEGAL TAXATION AND INJUNCTION TO PREVENT TAXATION WITHOUT REPRESENTATION

Our country celebrates its 250th anniversary of the Declaration of Independence this week, wherein the colonies' complaints included "**For imposing Taxes on us without our Consent**."

As part of this week's festivities, the City of Arlington will host the biggest parade in the DFW area. Mayor Jim Ross and the Arlington City Council will participate in this parade, even as the City proceeds with plans that Plaintiff contends violate those same founding principles.

Arlington's leadership was not always so brazen. In 2004, Arlington voters authorized the funding of $325 million in bonds to build a stadium for the Cowboys football team with a half-cent sales tax. These promises were documented in a Master Agreement with the Cowboys and the language of the authorizing election. Those bonds were sold and repaid as promised.

In 2016, the City held another election to use a half-cent sales tax to fund $500 million in bonds, this time the ballot to build the "Texas Rangers Complex Development," again described in a public agreement with great specificity.

Ignoring its promises, the Arlington City Council voted recently to give $273 million to the Cowboys, in spite of the ballot language and supporting documents from the 2004 and 2016 elections. Mayor Ross asserts an authority to 'extend' the half-cent sales tax to fund this gift for the *Cowboys football team*, based on the 2016 vote for the *Rangers baseball team*.

Plaintiff contends this planned gift is illegal, as the Tex. Const. art. III, § 52(a), art. XI, § 3, prohibits government agencies from gifting tax dollars without compensation, and established Texas case law holds that voter-approved ballot propositions constitute a contract with the voters.

The City's defense of this "lease extension" and payment for facility maintenance is an archetypical 'gaslighting'; the 2004 Master Agreement stated that the Cowboys would maintain the facilities, and the 2016 election was limited to $500M to be spent for the Rangers' new stadium, and not 'whatever funding the council wants to excuse.'

Plaintiff Voters' Voice of Arlington herein asks the Court to:

1) Declare the planned extension of the half-cent sales tax is illegal; and
2) Enjoin the City of Arlington from unlawfully extending the 2016 sales tax beyond its voter-approved original amount and scope of funding for the Ranger construction.

Plaintiff asks the Court to prohibit taxation without representation, pursuant to Texas law, Texas case law, and in accordance with the principals upon which this country was founded.

I. DISCOVERY CONTROL PLAN AND RULE 47 STATEMENT

1. Plaintiff intends that discovery be conducted under Level 2.

2. Pursuant to Texas Rule of Civil Procedure 47(c), Plaintiff seeks non-monetary relief in the form of declaratory and injunctive relief, plus reasonable attorney's fees recoverable under Section 37.009 of the Civil Practice and Remedies Code.

II. PARTIES

3. Plaintiff Voters' Voice of Arlington ("VVA") is an unincorporated nonprofit association organized under Chapter 252 of the Texas Business Organizations Code, with capacity to sue under Section § 252.007 on behalf of its members. VVA's members would have standing to sue in their own right as Arlington taxpayers; the interests VVA seeks to protect are germane to the organization's purpose of ensuring governmental accountability in the use of voter-approved tax revenues; and neither the declaratory and injunctive claims asserted nor the relief requested requires the participation of individual members. VVA may be served through the undersigned counsel.

4. Defendant City of Arlington, Texas ("City") is a home-rule municipality organized under the laws of the State of Texas. The City is the taxing authority that imposes and administers the taxes at issue and owns AT&T Stadium and Globe Life Field. The City is joined pursuant to the Texas Uniform Declaratory Judgments Act, which waives governmental immunity under these circumstances. The City may be served through its City Secretary at Arlington City Hall, 101 W. Abram Street, Arlington, Texas 76010, or wherever its agents may be found.

5. Defendant Jim Ross is the Mayor of the City of Arlington and is sued in his official capacity for prospective injunctive relief on Plaintiff's ultra vires claims, as an officer charged with the execution of the resolution and agreements described herein. He may be served at Arlington City

Hall, 101 W. Abram Street, Arlington, Texas 76010, or wherever he may be found. Defendants Ross and Yelverton are referred to herein collectively as the "Official Defendants."

6. Defendant Trey Yelverton is the City Manager of Arlington, and herein sued in his official capacity to enjoin him regarding Plaintiff's ultra vires claims. The April 21st resolution directs the City Manager to execute the Master Agreement Regarding Cowboys Stadium Extension; he is directed to effectuate the revenue diversion by closing the refunding transaction and making the deposits into the Maintenance and Operation Account as described herein. He may be served at Arlington City Hall, 101 W. Abram Street, Arlington, Texas 76010, or wherever he may be found.

7. Plaintiff is not yet naming Cowboys Stadium, L.P. and Dallas Cowboys Football Club, Ltd. as defendants, though they are the tenant/operator and the club under the Cowboys Complex lease documents and are parties to the Master Agreement Regarding Cowboys Stadium Extension. They may be joined later if Plaintiff learns that the City of Arlington has formally taken action that impacts them and joinder is necessary to ensure that all parties who have or claim any interest that would be affected by the declaration are made parties under Section 37.006(a) of the Civil Practice and Remedies Code. If joined later, Plaintiff does not expect to seek affirmative monetary relief against the Cowboys Defendants except as necessary to bind them to the Court's declarations and injunction.

8. Additionally, Plaintiff is not naming individual members of the City Council as defendants at this time, as they are not tasked with implementing the resolution. However, Plaintiff reserves the right to add them as defendants if the Council takes additional actions to implement the unauthorized diversion, to the extent such actions exceed the scope of legislative immunity.

III. JURISDICTION AND VENUE

9. This Court has subject-matter jurisdiction. Plaintiff asserts claims under the Uniform Declaratory Judgments Act, Tex. Civ. Prac. & Rem. Code ch. 37, challenging the validity of a

municipal resolution and the agreements executed under it, claims for which the Uniform Declaratory Judgments Act ("UDJA") waives the City's governmental immunity. See Tex. Civ. Prac. & Rem. Code § 37.006(b)*; Patel v. Tex. Dep't of Licensing & Regulation*, 469 S.W.3d 69, 75–77 (Tex. 2015). Plaintiff further asserts ultra vires claims for prospective declaratory and injunctive relief against the Official Defendants in their official capacities, which are not barred by immunity. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 372–73 (Tex. 2009).

10. Plaintiff has standing. VVA's members are taxpayers of the City of Arlington who have paid, and continue to pay, the Venue Taxes (defined below). As taxpayers, VVA's members may sue to enjoin the prospective illegal expenditure of public funds without demonstrating a particularized injury distinct from that of other taxpayers. *Williams v. Huff*, 52 S.W.3d 171, 179 (Tex. 2001); *Bland Indep. Sch. Dist. v. Blue*, 34 S.W.3d 547, 555–56 (Tex. 2000). VVA brings these claims on behalf of its members under its capacity as an unincorporated nonprofit association. See Tex. Bus. Orgs. Code § 252.007. The expenditures challenged here are prospective: under the challenged agreements, the first deposit into the Maintenance and Operation Account is not due until October 1, 2028, and no diversion can occur until the City closes the refunding transaction the agreements contemplate. See Exhibit 8.

11. This action is ripe. The Council has adopted the resolution; the City Manager has been authorized to execute (and on information and belief has executed or imminently will execute) the Master Agreement Regarding Cowboys Stadium Extension; the agreements bind the City to seek the 2028 refunding and to make the deposits upon closing; and the City has publicly committed to the diversion. A justiciable controversy exists now, and waiting will prejudice Plaintiff: once refunding bonds are approved by the Attorney General and registered by the Comptroller, they

become incontestable, see Tex. Gov't Code ch. 1202, and once tax dollars are deposited and disbursed they cannot be recovered.

12. Venue is proper and mandatory in Tarrant County because the City is located in Tarrant County, and the Official Defendants reside and hold office in Tarrant County. Additionally, at least a substantial part of the events giving rise to the claims occurred in Tarrant County.

IV. STATEMENT OF FACTS

A. In 2004, voters authorized taxes for the Dallas Cowboys Complex Development Project.

13. By Resolution No. 04-358, adopted August 10, 2004, the Arlington City Council designated the "Dallas Cowboys Complex Development Project" as a sports and community venue project under Chapter 334 of the Texas Local Government Code and called a special election for November 2, 2004. The ballot asked voters to authorize the City "to provide for the planning, acquisition, establishment, development, construction and financing of the Dallas Cowboys complex development project" and, to that end, to impose five venue taxes: a half-cent sales and use tax, a motor-vehicle rental tax, a hotel-occupancy tax, an admissions tax, and a parking tax (collectively, "Venue Taxes").

14. The financial contours of what the voters were asked to approve were fixed in a Master Agreement Regarding Dallas Cowboys Complex Development Project between the City and the Dallas Cowboys Football Club, dated August 17, 2004 ("2004 Master Agreement"), which was publicly disclosed and discussed throughout the election campaign.[1] The 2004 Master Agreement

[1]Plaintiffs ask the Court to take judicial notice of the Master Agreement Regarding Dallas Cowboys Complex Development Project (Aug. 17, 2004), attached as Exhibit 1 and published by the City at https://www.arlingtontx.gov/Government/City-Government/City-Secretary/Archived-Cowboys-Stadium-Documents and https://www.arlingtontx.gov/files/assets/city/v/1/city-secretary/documents/masteragr-r04-359.pdf (last accessed July 2, 2026).

capped the City's contribution to the project at $325 million, with all project costs above the City's capped contribution to be funded by the Cowboys.

15. The 2004 Master Agreement also fixed the parties' respective ongoing obligations. Section 4.1(b) required that the lease "shall be structured as a 'triple-net' agreement," under which the tenant "shall have the obligation to pay all operating, maintenance and utility costs of the Cowboys Complex" and "shall be obligated to maintain the same in first class condition." In exchange for its exclusive use of a publicly financed stadium, the Cowboys would bear the burden of maintenance of the complex, and not the taxpayers.

16. No elected official, City agent, or campaign proponent told the voters in 2004 that the Venue Taxes could be prolonged or redirected to subsidize the team's maintenance obligations. To the contrary, the consistent public understanding, fostered by the City publicly during the 2004 authorizing election, was that the Venue Taxes would service the voter-approved bonds for the approved project and then end.

17. The voters approved the proposition. The City issued its venue bonds, AT&T Stadium opened in 2009, and the Cowboys have operated it since under the triple-net lease, paying base rent of $2 million per year plus naming-rights rent.

B. In 2016, City voters approved venue taxes for the Texas Rangers Complex Development.

18. On May 24, 2016, by Resolution No. 16-090, the Council designated the "Texas Rangers Complex Development Project" ("Ranger Project") as a venue project under Chapter 334, to pay for a new retractable-roof ballpark for the Texas Rangers. At the May 24, 2016 work session, City Manager Trey Yelverton presented the Ranger Project to the Council and the public. Yelverton's presentation verified oral promises made throughout the public's discussion of the Ranger Project, stating on one slide: "City will contribute no more than $500M through bond proceeds, if

approved."[2] The same presentation and an accompanying staff report were provided to the public at the evening session.[3]

19. By Ordinance No. 16-038, adopted August 9, 2016, the Council called a special election for November 8, 2016. The ballot proposition authorized the City "to provide for the planning, acquisition, establishment, development, construction and financing of the Texas Rangers complex development project and related infrastructure," and "to authorize the use of the existing sales and use tax within the city at a rate of one-half of one percent (0.5%) … for the purpose of financing the Texas Rangers Complex Development." The same purpose limitation governed the authorized use of the existing hotel-occupancy and motor-vehicle-rental taxes. See Exhibit 2.

20. A Master Agreement Regarding Ballpark Complex Development Project between the City and the Rangers, publicly available before the election, defined the project and obligated the Rangers to remain in Arlington through 2054. The 2016 Master Agreement is attached as Exh. 10.

21. During the 2016 campaign, the City and project proponents explained to the public that the existing half-cent sales tax would transition from servicing the Cowboys-stadium bonds to servicing the new Rangers-ballpark bonds as the former's bonds were retired, and would then cease. No ballot language, ordinance, agreement, or contemporaneous public explanation told the voters that their approval would empower the Council, by simple majority vote at a Council meeting ten years later, to extend and redirect the taxes' proceeds to whatever stadium-adjacent purpose the Council might later prefer for up to thirty years.

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[2]The presentation used by Arlington City Manager Trey Yelverton during the City Council Work Session on May 24, 2016 is attached as Exhibit 3. A video of Mr. Yelverton's public presentation is available at https://arlingtontx.granicus.com/MediaPlayer.php?view_id=9&clip_id=2063&meta_id=235771; the quoted slide appears at 2:32:31 (last accessed June 29, 2026).

[3]See https://arlingtontx.granicus.com/MediaPlayer.php?view_id=9&clip_id=2064&meta_id=235944, at 44:57 (evening session)(last accessed June 29, 2026). The accompanying staff report is attached as Exhibit 4.

22. Based on the public's understanding and promise of limitations on the tax collection, the proposition passed with 70,113 votes in favor (59.99%) and 46,754 against (40.01%). The scope of the authorization actually presented to voters was limited to the Texas Rangers Complex Development; no ballot language, ordinance, or contemporaneous public explanation informed voters that a 'yes' vote would authorize the Council, by simple majority vote years later, to redirect the tax proceeds to a different team's stadium complex without further voter input. Ranger Project proponents certainly intended for voters to rely on the proposal's limitations on scope and maximum taxes to be collected, as the limitations were part of every public presentation regarding the matter, and voters voting in favor of the Ranger Project relied on those promises when voting in favor during the election. See Exhibit 5.

C. The Council voted on April 21, 2026 to extend the Ranger sales tax and divert $273M of the taxes collected to fund projects and maintenance for the Cowboys without an election.

23. On April 21, 2026, the Council passed a resolution with a seven to two vote that authorized the City Manager to execute a Master Agreement Regarding Cowboys Stadium Extension among the City, Cowboys Stadium, L.P., and Dallas Cowboys Football Club, Ltd. ("2026 Extension Agreement"), with amendments to the Cowboys lease, franchise agreement, lease guaranty, purchase option, and charitable-contribution agreements ("2026 Agreements").[4]

24. Under the 2026 Agreements: (a) the Cowboys' lease was extended from 2040 to 2055; (b) the City "shall make deposits of funds into the Maintenance and Operation Account," beginning with an initial deposit of $50,000,000 on October 1, 2028, and then annual deposits of $20,000,000 from October 1, 2029 through October 1, 2048, subject to downward adjustment, for a "total

[4]The April 21, 2026 staff report, work-session presentation, resolution, and Master Agreement Regarding Cowboys Stadium Extension (with attached form amendments) are attached as Exhibits 6 through 9. The meeting is recorded by the City and maintained at https://arlingtontx.granicus.com/player/clip/5426?view_id=9&redirect=true (last accessed June 29, 2026).

loaned amount" of $223,000,000 over twenty years (though the agreements impose no genuine repayment obligation on the Cowboys Defendants), which the City's own staff report values at approximately $273 million in net present value; (c) the Cowboys advance the cost of designated "Complex Improvements" and draw reimbursement from the Maintenance and Operation Account over time; and (d) the entire arrangement closes only upon the City refunding its existing Special Tax Revenue Bonds so that "Excess Tax Revenue" may be deposited into the account.

25. The City's own staff report quantifies the giveaway: "the City would also make a contribution of up to $273 million (net present value) over a 20-year period into a maintenance and operation account," funded "by revenue generated through voter-approved venue taxes already in place." The staff report concedes in the same breath that, "[a]s it has since the beginning of the lease, the Cowboys would remain responsible for operating and maintaining the stadium complex." In other words: the maintenance obligation stays with the tenant, as the 2004 voters were promised, but now the taxpayers will reimburse the tenant for discharging it. See Exhibit 6.

26. The funding mechanism depends on undoing the feature of the existing structure that protects the voters. As the City's April 21, 2026 work-session presentation explained, under current covenants "[t]ax revenue not needed for debt service is used for early bond redemption," and "2028 would be the next opportunity to refinance to allow tax revenues not required for debt service to be used for operation/maintenance of the venue projects." Exhibit 7. Because the Venue Taxes terminate by law when the obligations payable from them are paid (Tex. Loc. Gov't Code § 334.089), the existing structure returns every surplus dollar to the voters in the form of earlier tax abolition. The 2026 Agreements deliberately reverse that: the refunding will preserve the bonds' full 2048 maturity, halt early redemption, and reroute approximately two decades of surplus Venue Tax revenue into the Cowboys' reimbursement account, rather than cease collecting taxes.

27. The Council's public defense that there are "no new or increased taxes" and no "extension of current bond maturity date" confirms rather than cures the violation. The Council did not create a new tax precisely because a new tax would require an election. Instead, it seized the unspent margin of taxes the voters approved for other, completed purposes, and committed that margin to a new purpose the voters never saw on any ballot: a $273 million (net present value) subsidy of the Cowboys' contractual maintenance obligations, in exchange for a lease extension and incremental rent the City values at roughly $32 million over the term.

28. Mayor Ross asserted at the April 21, 2026, meeting that the City, as building owner, ought to maintain its building. But the 2004 Master Agreement, the very document on which the 2004 election was sold, assigns that duty to the Cowboys, and the staff report before the Council on the day of the vote says the same. No exigency, and no voter, required the City to pay $273 million to reimburse the Cowboys for performing a maintenance obligation the Cowboys were already contractually required to perform at their own expense. See Exhibit 6.

29. Members of VVA voted in the 2004 and 2016 elections in reliance on the ballot propositions, ordinances, master agreements, and the City's public explanations, which included the $325 million and $500 million contribution caps, respectively, and have paid the Venue Taxes continuously since their imposition. Unless enjoined, Defendants will close the refunding, begin the deposits in 2028, and disburse public funds that can never be recovered. See Exhibit 9, Declarations of VVA Members in Support of Injunctive Relief.

V. THE GOVERNING LEGAL FRAMEWORK

A. Chapter 334 conditions venue taxes on voter approval of a defined project, and provides an election — not a council vote — as the mechanism for new uses.

30. Chapter 334 authorizes municipal venue taxes only as an incident of a voter-approved project. A "venue project" becomes an "approved venue project" only when "…approved … by the voters…" at an election, Tex. Loc. Gov't Code § 334.001(4); the authorizing resolution must designate each method of financing and its rate, § 334.021; and the election order and ballot must submit the project and each financing method to the voters, § 334.024. The election is not a formality; it is the source of the taxing power.

31. The proceeds are then locked to the approval. All venue tax revenue must be deposited in the venue project fund, §§ 334.042(b), 334.088, in "separate accounts … for the various revenue sources," § 334.042(a), and the fund may be used only to pay project costs and debt service (including refunding), or "the costs of operating or maintaining one or more approved venue projects," § 334.042(d). Each tax expires by operation of law when its work is done; the venue sales tax "may not be collected" after the calendar quarter following the date the obligations payable from it are paid in full. § 334.089.

32. Plaintiffs anticipate that Defendants will invoke the "operating or maintaining" clause found in Section 334.042(d)(3), as a blank check. It is not. Section 334.042(d) describes permissible objects of fund expenditures; it does not enlarge the voted purpose of the taxes that fill the fund. Each tax is "imposed" or its use "authorized" only "as and to the extent" approved at the election. The 2016 ballot authorized the use of the existing sales tax "for the purpose of financing the Texas Rangers Complex Development," not for the maintenance of the Cowboys Complex, a separate venue project approved in 2004 under a different election, funded by different bonds, and governed by its own master agreement. Even if the Cowboys Complex remains an "approved

venue project" under Section 334.001(4), the 2016 election did not authorize diversion of the 2016 voter-approved tax revenues to that project. Reading Section 334.042(d)(3) to permit a council, by simple resolution, to redirect decades of surplus venue tax revenue to any "approved venue project" that the council now desires to fund would nullify the election requirement at the heart of the chapter and would render Section 334.0242 superfluous. Statutes are construed to give effect to every provision, and grants of municipal taxing power are construed strictly, with doubts resolved *against* the municipality. See *Town of Lakewood Village v. Bizios*, 493 S.W.3d 527, 536 (Tex. 2016); *City of Wink v. Griffith Amusement Co*., 129 Tex. 40, 100 S.W.2d 695, 698 (1936).

33. Indeed, the Legislature addressed this precise situation. Section 334.0242, captioned "Election on Use of Taxes to Improve or Maintain Venue Project," provides that when financing methods "have been approved at an election held under Section 334.024," the governing body "may order an election on the question of approving the use of revenue derived from one or more approved methods to finance a related venue project," with a prescribed ballot identifying the amount of revenue to be used and describing "the related venue project and its relation to the previously approved venue project." The statutory pathway for what the Council did on April 21, 2026 runs through the ballot box, and the Council's desire to sidestep that path is impermissible.

B. A venue election is a contract with the voters that limits the government's authority.

34. For over a century, Texas courts have held that when a governmental body submits a tax or debt proposition to the electorate and obtains approval, the proposition if read as an ordinary voter would read it, together with the order calling the election and the publicly disclosed instruments explaining it constitutes a contract with the voters and a limitation on official authority. Officials may not thereafter apply the approved tax or its proceeds to a materially different purpose without returning to the electorate. See *Moore v. Coffman*, 109 Tex. 93, 200 S.W. 374, 375 (1918);

Black v. Strength, 112 Tex. 188, 246 S.W. 79, 80–81 (1922) (officials may be restrained from diverting voter-approved funds to purposes materially different from those submitted); *San Saba County v. McCraw*, 130 Tex. 54, 108 S.W.2d 200, 203 (1937) (bond election proposition "becomes a contract" with the voters); *Lewis v. City of Fort Worth*, 126 Tex. 458, 89 S.W.2d 975, 978–79 (1936); *Taxpayers' Ass'n of Harris County v. City of Houston*, 129 Tex. 627, 105 S.W.2d 655, 657–58 (1937); *Devorsky v. La Vega Indep. Sch. Dist.,* 635 S.W.2d 904, 906–07 (Tex. App.—Waco 1982, no writ); *Fletcher v. Ely*, 53 S.W.2d 817 (Tex. Civ. App.—Amarillo 1932, writ ref'd). Election propositions are construed from the standpoint of the ordinary voter. *Dacus v. Parker*, 466 S.W.3d 820, 826–27 (Tex. 2015).

35. These principles converge here. The 2004 and 2016 propositions, ordinances, master agreements, and official explanations defined the projects, capped the City's contributions, assigned maintenance to the teams, and promised that the taxes would retire with the bonds. The 2026 Agreements materially revise every one of those terms without the voters' consent.

VI. CAUSES OF ACTION

COUNT 1 - DECLARATORY JUDGMENT

36. Plaintiffs incorporate the foregoing paragraphs by reference.

37. Under the Uniform Declaratory Judgments Act, a person whose rights are affected by a municipal ordinance, resolution, or franchise may obtain a declaration of rights and of the measure's validity. Tex. Civ. Prac. & Rem. Code §§ 37.004(a), 37.006(b). A justiciable controversy exists between the parties concerning the validity of the April 21, 2026 resolution and the 2026 Agreements, and a declaration will resolve it.

38. Plaintiffs seek declarations that:

a. the Venue Taxes were approved by the voters for the purposes stated in the 2004 and 2016 ballot propositions and the ordinances and resolutions submitting them, construed as an ordinary voter would construe them together with contemporaneous public documents;

b. neither the 2004 election, nor the 2016 election, nor Chapter 334, authorizes the City to deposit Venue Tax revenue into the Maintenance and Operation Account created by the 2026 Agreements to reimburse the Cowboys Defendants for maintenance, operation, or improvement of the Cowboys Complex, or to structure a refunding of the venue bonds for the purpose of freeing Venue Tax revenue for such uses, without approval at an election under Section 334.024 or 334.0242 of the Local Government Code;

c. the April 21, 2026 resolution and the 2026 Agreements are void and unenforceable to the extent they extend a Venue Tax, commit Venue Tax revenue to the Maintenance and Operation Account, authorize the diversion of Excess Tax Revenue, or contemplate a refunding structured to accomplish such diversion;

d. any prolongation of the collection of the Venue Taxes resulting from the suspension of early bond redemption in order to fund the Maintenance and Operation Account exceeds the authority conferred by the voters and by Chapter 334, including Section 334.089.

COUNT 2 - ULTRA VIRES (Against the Official Defendants in their official capacities)

39. Plaintiffs incorporate the foregoing paragraphs by reference.

40. A suit alleging that a government officer acted without legal authority or failed to perform a purely ministerial act, and seeking prospective declaratory and injunctive relief, is not barred by governmental immunity. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 372–73 (Tex. 2009). Municipal officers possess only the powers granted by statute and by the voters, and doubts are resolved against the existence of the power. *Bizios*, 493 S.W.3d at 536.

41. The Official Defendants act and threaten to act without legal authority by: (a) executing and implementing the 2026 Agreements insofar as they commit Venue Tax revenue to the Maintenance and Operation Account; (b) causing or permitting the 2028 refunding to be structured so as to divert Venue Tax revenue from debt service and early redemption to that account; (c) making or directing the deposits scheduled to begin October 1, 2028; and (d) continuing to collect

the Venue Taxes beyond the period that would obtain but for the unauthorized diversion — all without the election that Chapter 334 and the 2004 and 2016 voter contracts require.

42. Plaintiffs seek prospective relief only: a declaration that the foregoing acts are ultra vires, and temporary and permanent injunctions restraining the Official Defendants from performing them unless and until approved by the voters at an election held under Chapter 334.

COUNT 3 - IN THE ALTERNATIVE, UNCONSTITUTIONAL GRANT OF PUBLIC FUNDS (Tex. Const. art. III, § 52(a); art. XI, § 3)

43. Article III, Section 52(a) of the Texas Constitution forbids the Legislature to authorize a political subdivision "to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation." Article XI, Section 3 likewise forbids municipal grants in aid of private corporations. A transfer of public funds to a private entity survives these provisions only if it (1) serves a predominantly public purpose, (2) retains sufficient public control to ensure that purpose is accomplished, and (3) secures a return benefit to the public. Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers' Comp. Comm'n, 74 S.W.3d 377, 383–84 (Tex. 2002); see City of Donna v. Ramirez, 548 S.W.3d 26, 37–39 (Tex. App.—Corpus Christi–Edinburg 2017, pet. denied).

44. As applied here, the $273M commitment fails that test. The payments reimburse the Cowboys Defendants for performing maintenance, operation, and improvement obligations that the triple-net lease already imposes on them at their sole expense; the public therefore receives no genuine return benefit. The arrangement has the City paying $273 million so that the Cowboys will continue to perform maintenance obligations they are already contractually required to perform at their own expense. The alleged consideration, a fifteen-year lease extension yielding about $32 million in incremental revenue against a $273 million outlay, is grossly

disproportionate; the predominant purpose and effect of the arrangement is the private enrichment of the team. (See Exhibit 6, p.2.)

45. Plaintiff acknowledges the general legislative finding of public purpose for venue projects in Section 334.044, but that finding pertains to voter-approved venue projects and does not insulate every subsequent expenditure the City labels as venue-related. An expenditure may be statutorily colorable yet still constitute an unconstitutional gratuity as applied.

46. Based on this analysis, Plaintiff seeks a declaration that the commitment of $273 million (net present value) in Venue Tax revenue to reimburse the Cowboys Defendants for maintenance, operation, and improvement obligations they are already contractually required to perform constitutes an unconstitutional grant of public funds in violation of Texas Constitution article III, Section 52(a) and article XI, Section 3, and requests that the Court enjoin the extension of the Venue Taxes and disbursement of such funds as set forth in Section VII below.

VII. APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTION

47. Based on the facts already alleged, the Court should grant temporary and then a permanent injunction to prevent the City from extending and diverting funds to the Cowboys, based on the traditional elements of a request for injunctive relief, as follows:

a. Probable right to relief. For the reasons set out above, Plaintiffs are likely to prevail on their claims that the diversion of Venue Tax revenue to the Maintenance and Operation Account, and the refunding structured to accomplish it, exceed the authority conferred by the voters and by Chapter 334.

b. Probable, imminent, and irreparable injury. The City has committed itself by contract to close the refunding and begin deposits of $50 million on October 1, 2028 and $20 million annually thereafter. Once refunding bonds are approved by the Attorney General and

registered, they are incontestable, Tex. Gov't Code ch. 1202; once public funds are deposited and disbursed to the Cowboys Defendants, governmental immunity bars their recovery; and taxpayers cannot be made whole for taxes collected during years in which the taxes should have stood abolished. Money damages are unavailable and inadequate as a matter of law; only injunctive relief preserves the status quo.

c. Balance of equities and public interest. Defendants suffer no cognizable harm from being required to do what the law requires: submit the question to the voters. Absent the challenged 2026 Agreements, the Cowboys' existing lease runs through 2040, and nothing prevents the City from calling an election under Section 334.024 or 334.0242. The public interest is served by enforcing voter-approved limits on taxation and by protecting the integrity of venue elections on which every future proposition depends.

48. Plaintiffs therefore request that, after notice and hearing, the Court issue a temporary injunction, and on final trial a permanent injunction, restraining the Defendants and all persons acting with or at the direction of them from:

(a) closing any refunding of the City's venue bonds structured to permit Venue Tax revenue to be deposited into the Maintenance and Operation Account;

(b) depositing Venue Tax revenue, or any "Excess Tax Revenue" as defined in the 2026 Agreements, into that account;

(c) disbursing any such funds to the Cowboys; and

(d) collecting the Venue Taxes beyond the date on which they would be abolished under Section 334.089 absent the enjoined diversion, until the use is approved by the voters of Arlington at an election held under Chapter 334.

49. Plaintiff assert that a nominal bond in the amount of $100 would be proper, as Defendants will suffer no cognizable harm from being temporarily required to refrain from actions Plaintiff contends are unauthorized by law, and no precedent requires a substantial bond in a taxpayer suit to enjoin illegal expenditures of public funds.

VIII. ATTORNEY'S FEES

50. Plaintiffs seek their reasonable and necessary attorney's fees and costs as are equitable and just under Section 37.009 of the Civil Practice and Remedies Code.

IX. CONDITIONS PRECEDENT

51. All conditions precedent to Plaintiff's recovery have been performed, have occurred, or have been waived. Plaintiff has served, or will promptly serve the Attorney General of Texas with a copy of this petition in accordance with Tex. Civ. Prac. & Rem. Code § 37.006(b).

X. PRAYER

WHEREFORE, Plaintiff respectfully requests that Defendants be cited to appear and answer, and that on hearing and final trial the Court:

a. declare that the Venue Taxes were approved by the voters for the purposes stated in the 2004 and 2016 ballot propositions, and that the April 21, 2026 resolution and the 2026 Agreements, insofar as they commit Venue Tax revenue to the Maintenance and Operation Account or to reimbursement of the Cowboys Defendants, exceed the authority conferred by the 2004 and 2016 elections and by Chapter 334 of the Local Government Code, and are invalid and unenforceable absent voter approval;

b. declare that the Official Defendants' implementation of the diversion, including the contemplated 2028 refunding, the scheduled deposits, and any resulting prolongation of the Venue Taxes, is ultra vires;

c. in the alternative, declare that the commitment of up to $273 million (net present value) of public funds to the Cowboys Defendants violates Tex. Const. article III, Section 52(a) and Tex. Const. article XI, Section 3 as applied;

d. issue temporary and permanent injunctions as requested above;

e. award Plaintiffs their reasonable and necessary attorney's fees, costs, and expenses under Section 37.009 of the Civil Practice and Remedies Code; and

f. grant Plaintiffs all such other relief, at law or in equity, to which they may be justly entitled.

Respectfully submitted,

/s/Warren V. Norred
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O: (817) 704-3984; F: (817) 524-6686
Counsel for Plaintiff

EXHIBIT LIST

1 – Master Agreement Re: Dallas Cowboys Complex Development Project (Aug. 17, 2004)

2 – Ordinance No. 16-038 (Aug. 9, 2016), ordering the Nov. 8, 2016 special election

3 – City work-session presentation, May 24, 2016 ("City will contribute no more than $500M through bond proceeds, if approved")

4 – Staff Report, Texas Rangers Complex Development Project (May 24, 2016)

5 – City Secretary's canvass, Nov. 8, 2016 special election (70,113 to 46,754)

6 – Staff report, Dallas Cowboys Lease Extension (Apr. 21, 2026)

7 – City presentation, Dallas Cowboys Lease Extension (Apr. 21, 2026)

8 – Resolution (Apr. 21, 2026) with attached Master Agreement Regarding Cowboys Stadium Extension and form amendments

9 – Declarations of VVA Members in Support of Injunctive Relief

10 – Master Agreement Regarding Ballpark Complex Development Project

Execution Copy

MASTER AGREEMENT REGARDING

DALLAS COWBOYS COMPLEX DEVELOPMENT PROJECT

Between

CITY OF ARLINGTON

And

DALLAS COWBOYS FOOTBALL CLUB, L.L.C.

Dated as of August 17, 2004

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EXHIBIT B Preliminary Site Map

EXHIBIT C Preliminary Cowboys Complex Project Budget

MASTER AGREEMENT REGARDING

COWBOYS COMPLEX DEVELOPMENT PROJECT

THIS MASTER AGREEMENT REGARDING COWBOYS COMPLEX DEVELOPMENT PROJECT (this "Agreement") is entered into as of August 17, 2004, by and between the CITY OF ARLINGTON, TEXAS, a duly incorporated home rule city of the State of Texas (the "City"), and THE DALLAS COWBOYS FOOTBALL CLUB, L.L.C., a Texas Limited Liability Company (the "Club").

W I T N E S S E T H:

WHEREAS, the Club, as the owner of a professional football team that is popularly known as the "Dallas Cowboys" (the "Team") and that is in good standing as a member team of the National Football League (the "NFL"), has determined that it is in the best interests of the Team and its fans to play all of its regularly scheduled home football games in a new, flexible, retractable roof, multi-functional stadium, coliseum, sports and community venue project (the "Cowboys Complex") to be located and constructed within the City on a portion of the "Land," preliminarily identified on Exhibit B hereto (the "Land"); and

WHEREAS, the Club intends that the Cowboys Complex will be constructed as a first-class facility on a par with other comparably-sized, municipally-owned, multi-use outdoor/indoor sports and community venue projects recently constructed in North America, and, although designed and constructed primarily for use as the home field of the Team, the Cowboys Complex will be designed to accommodate approximately 75,000 persons for indoor or outdoor professional and college football games and will be capable of temporary reconfiguration for other types of indoor or outdoor sports and entertainment events; and

WHEREAS, subject to the performance by the City of its undertakings described herein, the Club has agreed to execute a non-relocation agreement (the "Non-Relocation Agreement") to designate the Cowboys Complex as the home field of the Team commencing with the Team game season in the year 2009 and to play all of its regularly scheduled home football games in the Cowboys Complex thereafter through the regular season ending in the year 2039; and

WHEREAS, pursuant to the authority granted to the City in Chapter 334, Local Government Code, as amended (the "Act"), and in consideration of the undertakings of the Club contained herein and the other agreements described herein and of the continuing economic benefits to be derived therefrom by the City and its citizens, the City, if authorized by its citizens at an election (the "Election") called and held in accordance with the Chapter 334 Election Ordinance attached hereto as Exhibit A, has agreed to join with the Club in the financing and development of the Cowboys Complex and to share in the costs thereof to the extent provided in and in accordance with the terms of this Agreement and the other contracts and agreements referred to or incorporated herein or contemplated hereby; and

WHEREAS, if a majority of the City's voters who cast votes in the Election shall have voted in favor of the proposition, then, in such event, the City and the Club have agreed to use

diligent good faith efforts to attempt to reach final agreement on all of the Project Documents (as defined herein) necessary to pursue the Cowboys Complex; and

WHEREAS, in the event that such Project Documents have not been agreed to by the City and the Club on or before December 31, 2004, then either party shall have the right to terminate this Agreement, in which event, neither party shall have any further liability to the other on account thereof; and

WHEREAS, if, on the other hand, the Project Documents are executed, on or before December 31, 2004, then the Project Documents shall supersede the terms and provisions of this Agreement and the relationship of the parties shall continue in accordance with the terms thereof; and

WHEREAS, the Project Documents shall include a Project Development Agreement, a Funding Agreement, an Operating Agreement or Lease, a Club Lease or Sublease Agreement, a Club Non-Relocation Agreement, a Lease-Performance Guaranty Agreement by the Club, if the Club is not itself the "lessee" under the Lease, and such other agreements as the parties may mutually agree to; and

WHEREAS, the Club currently estimates that the "Cowboys Complex Budget," as defined herein, will be approximately $650 million, subject to subsequent adjustments based on the ultimate land acquisition and preparation costs and the completion of final design and architectural plans and final construction costs for the Cowboys Complex; and

WHEREAS, the City, if authorized at the Election, has agreed to pay for a portion of the Project Costs (as hereinafter defined) of the Cowboys Complex pursuant to the provisions hereof in an amount that is equal to the lesser of (i) 50% of the actual Project Costs, or (ii) $325 million, which portion shall be funded out of the proceeds (the "Available Bond Proceeds") of one or more series of the Cowboys Complex Bonds, as described in Section 2.7(a) hereof to be issued by the City in accordance with the Act; and

WHEREAS, as consideration for the use and occupancy of the Cowboys Complex and in addition to all other amounts for all purposes required to be paid and expended by the Club under this Agreement and the Project Documents, the Club will pay or cause to be paid to the City as the City's money and property a rental (the "Base Rent") equal to the total of (i) the annual amount of Two Million Dollars ($2,000,000) commencing in the year 2009 and annually throughout the initial term of the Club Lease, and (ii) five percent (5%) of certain naming rights proceeds, but not exceeding $500,000 per year, derived in the future and at any time after the execution of this Agreement and continuing throughout the initial term of the Club Lease, by the Club from the sale of the naming rights for the Cowboys Complex as described in this Agreement; and

WHEREAS, in addition to the Base Rent, the Club directly or through other selected entities affiliated with the Club or the principals of the Club, has agreed to pay or contribute, in annual amounts of $500,000, the aggregate sum of $16.5 million, commencing in the year 2006 and continuing annually thereafter through the initial term of the Club Lease to benefit the youth

of the City by funding various facilities and programs for youth sports, recreation and education purposes; and

WHEREAS, the share of the costs of the Cowboys Complex to be provided by the Club shall be obtained and provided by the Club from any sources determined by the Club, including but not limited to the private funds and sources described herein; and

WHEREAS, any portion of the costs of the Cowboys Complex not funded by the methods described in the previous recitals may, at the option of the Club, be obtained through "Incremental Funding," as described in Section 2.8(c) hereof, that will be secured by and payable solely from one or more of the following and other user sources as more fully detailed in the Project Documents: (i) the Additional Rent (as set forth herein) paid to the City, and (ii) if authorized at the Election and in accordance with the Act, (A) an admissions tax on each ticket sold for admission to an event at the Cowboys Complex, at a rate not to exceed 10% of the price of a ticket sold (the "Admissions Tax"); (B) an event parking tax on each motor vehicle parking in a parking facility of the Cowboys Complex at a rate not to exceed $3 for each motor vehicle (the "Parking Tax"); and any other private sources, as determined by the Club, and pursuant to the rights and options reserved to the Club in Section 2.8(c) hereof, all to be done without recourse to the City; and

WHEREAS, this Agreement sets forth the preliminary plan of the City and the Club regarding the financing and development of the Cowboys Complex, and the parties have agreed, subject to the Project Documents, to complete and implement the financing and development plan consistent with the terms of this Agreement and the Project Documents as soon as practicable following the execution of the Project Documents if the proposition submitted pursuant to the Election Ordinance attached hereto as Exhibit A is approved by the voters at the Election;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the City and the Club have agreed and do hereby agree as follows:

ARTICLE I

THE COWBOYS COMPLEX DEVELOPMENT

Section 1.1. Affiliated Club Parties.

The Club will have the right to form wholly-owned subsidiaries or the principal owners of the Club will have the right to form other entities affiliated with the Club or such principal owners, either of which may be responsible for and control the development, construction, operations and maintenance of the Cowboys Complex.

Section 1.2. Development of the Cowboys Complex.

Subject to the terms and conditions set forth in this Agreement, (a) the Club (or its designee) shall plan, design, develop, construct, complete and make operational the Cowboys

Complex substantially in accordance with the Cowboys Complex Stadium Elements; and (b) the respective funding commitments shall be funded from the sources and in the manner provided in Article II hereof.

Section 1.3. Ownership of the Cowboys Complex, Exemptions from Ad Valorem Taxes, and Sales Taxes During Construction.

(a) The City shall own the Cowboys Complex for public purposes as provided herein and as set forth in the Act. The City and the Club shall jointly own all the Cowboys Complex architectural drawings, renderings, designs, plans and specifications (the "Plans); provided, however, that the City shall not use any of such Plans for commercial purposes or purposes unrelated to the Cowboys Complex. The Club shall have exclusive rights and benefits to licensing and granting rights in the Plans as contemplated herein and in the Project Documents.

(b) The components of the Cowboys Complex located on the Land and owned by the City and the Club's leasehold interest therein is intended to be and shall remain exempt from ad valorem taxes as set forth in the Act.

(c) During construction of the Cowboys Complex, the City and the Club shall cooperate in seeking a determination from the Comptroller of Public Accounts of the State of Texas confirming that items of tangible personal property (including without limitation materials, equipment and supplies) acquired by the City or by the Club on behalf of the City pursuant to the Project Documents shall be exempt from sales and use taxes. The City and the Club shall take appropriate or necessary steps to establish and maintain the foregoing exemption, including without limitation (i) structuring all construction contracts and subcontracts as "separated contracts" within the meaning of the Texas Tax Code, containing separately stated contract prices for materials and labor, (ii) executing and delivering an agreement or agreements between the City and the Club providing for donation and assignment to the City of items of tangible personal property (including without limitation materials, equipment and supplies) purchased with funds disbursed out of the "Project Account(s)," as defined herein, as and when incorporated into the Cowboys Complex or as and when delivered to the Land (including any staging area relating to the Cowboys Complex), (iii) the City's confirming in writing to the Club the City's acceptance of delivery of each donation of such tangible personal property, and (iv) the Club's issuing exemption certificates to its contractors and requiring that all contractors issue resale certificates to their subcontractors, in each case claiming appropriate exemption from tax.

Section 1.4. Design and Construction of The Cowboys Complex.

The Club shall have exclusive control over the planning, design, engineering and construction of the Cowboys Complex, except to the extent this Agreement expressly provides for the City's participation in that process. The Club shall be responsible for meeting or requiring through its contracts with its design professionals and contractors for meeting those requirements of law applicable to the construction of improvements on privately owned real property in the State of Texas (including without limitation, if applicable, (i) United States Occupational Safety and Health Administration requirements, (ii) Americans with Disabilities Act requirements, (iii) requirements under Title VII of the Civil Rights Act of 1964, as amended, (iv) Age

Discrimination in Employment Act requirements, (v) building codes and zoning requirements, and (vi) storm water, street, utility and related requirements).

Section 1.5. Architect and Engineers.

(a) The Club shall have all authority, control and rights in selecting (including the procedures or methods of procurement and selection), terminating and replacing such design professionals as reasonably required for the design of the Cowboys Complex, including an architect (the "Architect") who shall have the primary responsibility for the architectural design of the Cowboys Complex and who shall meet the qualifications criteria stated in this section.

(b) The Architect shall be an architectural firm experienced in the design of sports and entertainment facilities of the nature contemplated herein. The Club shall contractually obligate the Architect to indemnify the Club and the City as joint indemnitees consistent with the provisions of Chapter 130, Texas Civil Practices and Remedies Code, and to maintain insurance (including errors and omissions coverage) for the benefit of the Club and the City as additional insureds to the extent that such additional insured status is commercially available without additional premium cost, in each case in form and substance not less than is customary for a City-operated design project with a scope similar to that of the Cowboys Complex.

(c) The Club shall require in its contracts with the Architect or structural engineer (if the Club contracts directly with such structural engineer) that the structural elements of the Cowboys Complex be engineered in accordance with generally accepted engineering practices and engineered at a standard for an estimated useful life of the structural elements of not less than 40 years. In addition, the Club shall require that, at a minimum, the Cowboys Complex be designed to comply, in all material respects, with the current requirements of the NFL when such design is made.

Section 1.6. General Contractor.

The Club shall have exclusive authority, control and rights in selecting (including the procedures or methods of procurement and selection), terminating and replacing the general contractor(s) (the "General Contractor") for the Cowboys Complex.

Section 1.7. City Participation in Designing The Cowboys Complex.

The City and the Club (or its designee) shall negotiate the terms of a Project Development Agreement containing terms customary for a project similar to the Cowboys Complex, and incorporating the following provisions and such other provisions as the parties may reasonably agree to:

(a) In accordance with the requirements between the Club and the City with regard to the development and construction of the Cowboys Complex, the Club shall reasonably consult or contractually obligate its Architect, those engineers with whom the Club has contracted directly, and the General Contractor to reasonably consult with the City department head or employee of the City designated by the City Manager (the "Cowboys Complex City Representative" or "Director"), or the Director's authorized designee, with respect to the Club's satisfaction of the City's code requirements applicable to the design and construction of the Cowboys Complex.

(b) The Director's participation in the design and construction of the Cowboys Complex shall be limited to (i) the enforcement of City code requirements applicable to the Cowboys Complex, (ii) verifying that the design of the Cowboys Complex conforms to City codes, general construction ordinances and regulations applicable to the Cowboys Complex, (iii) verifying that the Cowboys Complex is constructed substantially in accordance with the Cowboys Complex Stadium Elements as adjusted pursuant to subsection (c) immediately below, (iv) approving all connections or tie-ins between the Cowboys Complex and existing City streets, storm sewers and utilities and (v) approving the proposed vehicle access and circulation in order to maximize efficient and effective traffic flow to and from public streets, during both event and non-event days.

(c) The Club may at any time or from time to time change any element of the Cowboys Complex Stadium Elements with notice to the Director; provided, however, that if any such proposed change would result in (i) the seating for professional football games being less than 72,000 seats or (ii) the Cowboys Complex not being in substantial compliance with the standards set forth in Section 1.5 regarding the engineering design of the structural elements or the minimum facility standards of the NFL at the time of design, such change shall not be made by the Club without first having been approved in writing by the Director, which shall not be unreasonably withheld or delayed.

(d) To ensure that neither the design nor the construction of the Cowboys Complex is delayed due to delays in the delivery of City responses or delays in other required City actions, the City shall cause the Director, his designee and other City personnel to respond in an expeditious manner to all submissions and requests by the Club, the Architect, the engineers or the General Contractor, which such response shall be binding on the City. By performing the functions described in this Section 1.7, the Director shall not, and shall not be deemed to, assume the obligations or responsibilities of the Architect, or the General Contractor, whose respective obligations pursuant to their respective agreements with the Club shall not be affected by the Director's exercise of the functions described in this Section 1.7.

Section 1.8. City Permits and Inspectors.

(a) The Club shall obtain, or cause to be obtained through contracts with the Architect or General Contractor, all City permits, licenses and approvals required pursuant to the agreement between the Club and the City regarding reasonable permitting requirements and procedures in connection with the construction of the Cowboys Complex and all other permits or approvals (if any) issued by other governmental agencies, to the extent required by law. Fees imposed by the City relating to the permit process shall not exceed the rates and amounts that are uniformly applied throughout the City for similar construction activities, and the amount of the fees shall be a Project Cost.

(b) To facilitate and expedite (i) scheduling and conducting necessary inspections, (ii) granting necessary permits and (iii) the completion of other required compliance with City ordinances, rules or regulations with respect to the design and construction of the Cowboys Complex, the City shall assign at all times a sufficient number of City personnel to the Cowboys Complex who shall, as necessary, be available at the construction site on a full-time basis during the construction of the Cowboys Complex and who shall have such authority necessary to

provide all such approvals and issue such permits as required from the City with regard to the construction of the Cowboys Complex.

Section 1.9. Contractor Assurances.

The Club shall contractually obligate the General Contractor to provide the following assurances to protect the City and the Club during and after construction: (i) reasonable procedures to assure payment and performance by the General Contractor's subcontractors, including payment and performance bonds to be furnished by those subcontractors if required by the Club, (ii) indemnification (which shall include commitments to defend and hold harmless) consistent with indemnification provisions customarily provided by prime contractors for City-operated construction projects with a scope similar to that of the Cowboys Complex, and (iii) insurance, including commercial liability, all-risks builders risks, workers compensation, auto liability and excess umbrella coverage, each in form and substance not less than is customary for a City-operated construction project with a scope similar to that of the Cowboys Complex. Each such indemnity and insurance policy shall name both the City and the Club, and the Club's affiliates, as joint indemnitees and as additional insureds, as the case may be. The City may from time to time reasonably request in writing that the Club furnish to the City evidence of the insurance provided by the General Contractor.

Section 1.10. Construction Contracts.

The Club shall have the sole right and responsibility to negotiate and enter into all contracts necessary for the design, engineering, construction and completion of the Cowboys Complex containing such terms and provisions as agreed by the Club, subject to such requirements as provided in Section 1.11 below. The Club shall provide to the City a copy of each construction contract to which the Club is a party.

Section 1.11. Additional Requirements.

In connection with the design and construction of the Cowboys Complex, the Club, pursuant to the Project Development Agreement, shall contractually obligate the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Architect shall provide to the Director copies of schematic design, design development and construction plans and specifications for the Cowboys Complex (including revisions) as such plans and specifications are completed and approved or accepted by the Club and shall be available, in accordance with the requirements between the Club and the City with regard to the development and construction of the Cowboys Complex, to discuss with the Director comments the Director may have concerning such plans and specifications (provided that the Club shall have sole discretion and full right and authority to make decisions regarding such comments);

(b) The Architect shall provide at least three sets of construction documents approved or accepted by the Club to the Director, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas;

(c) In accordance with the requirements between the Club and the City with regard to the development and construction of the Cowboys Complex, the Club or such person selected by and contracting with the Club shall provide the Director with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(d) The Architect or such other qualified person selected by and contracting with the Club shall have on-site observation responsibilities of a standard at least comparable to that set forth in Section 2.6.5 of AIA Document B141/Cma;

(e) The Club or such person selected by and contracting with the Club shall keep the Director reasonably advised and informed regarding the design and construction of the Cowboys Complex in accordance with the requirements between the Club and the City with regard to the development and construction of the Cowboys Complex;

(f) The Club or such person selected by and contracting with the Club shall provide the Director with reasonable advance notice of regularly-scheduled construction meetings and shall permit the Director to attend such meetings in accordance with the requirements between the Club and the City with regard to the development and construction of the Cowboys Complex;

(g) The General Contractor shall be responsible for maintaining reasonable vehicular and pedestrian access to property and buildings on the Land that abut City right-of-way, including the provision of temporary facilities, including pavements and utilities, until permanent facilities are in place or existing facilities are restored;

(h) The General Contractor shall arrange for site security within designated areas under construction, except as otherwise expressly required by its contract with the Club;

(i) The General Contractor shall comply with, and shall require that its agents and contractors comply with, all applicable laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(j) The General Contractor shall notify the Club and shall not proceed without the Club obtaining the Director's approval (which shall not be unreasonably withheld or delayed) with regard to all field changes that directly result in material changes to preexisting plans for the Cowboys Complex connections with City streets, storm sewers and utilities;

(k) The appropriate engineers designated by the Club shall cause all appropriate soils and materials testing to be conducted by certified independent laboratories and, upon the City's written request, shall furnish to the City copies of reports of such testing otherwise prepared for such engineers.

(l) The General Contractor shall promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the General Contractor or its subcontractors to property or facilities of the City, and shall reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(m) The General Contractor shall provide reasonable advance notice to the Director and shall allow the Director to be present during the scheduled pre-final (if any) and final inspection of the Cowboys Complex following substantial completion of construction;

(n) The General Contractor shall obtain correction of defective work, and shall perform warranty work (or shall cause such work to be performed) within the applicable corrective period as required in its contract with the Club;

(o) The General Contractor shall provide the Club with a sufficient number of copies of all building systems, training, operation and maintenance manuals for the Cowboys Complex within a reasonable time following completion of construction to allow the Club to provide such manuals to the Director in accordance with the requirements between the Club and the City with regard to the development and construction of the Cowboys Complex; and

(p) The General Contractor shall provide the Club with a sufficient number of complete as-built drawings for the Cowboys Complex within a reasonable time following completion of construction to allow the Club to provide one such set to the Director in accordance with the requirements between the Club and the City with regard to the development and construction of the Cowboys Complex.

If any of the foregoing entities or persons shall fail in a material respect to perform any of its contractual obligations described above (or in Section 1.9, Section 1.10 or Section 1.11), the Club shall use good faith efforts to enforce, to the extent practicable, such contractual obligations against such entities or persons.

Section 1.12. Naming Rights, Sponsors and Signage.

Prior to the Closing Date (as defined herein) and thereafter pursuant to the Operating Agreement or Lease and/or the Club Lease, the Club shall have all authority, control and rights in selecting the name or names of the Cowboys Complex, as well as the sponsor or sponsors for which the various portions of the Cowboys Complex will be named from time to time, and all signage, branding, service, concession or other rights, including without limitation, the right, subject to the provisions of Section 4.1 hereof, to retain all proceeds therefrom; provided, however, that the name given to the Cowboys Complex shall not include any reference to any proper geographic name unless such reference is to "Arlington" or to the "City of Arlington." Any naming or sponsorship agreements entered into by the Club prior to the Closing Date shall be subject to termination by the City upon any termination of this Agreement prior to the Closing (as defined herein) being consummated.

Section 1.13. Marketing.

Advertising placed within the boundaries of the Cowboys Complex, including any marquee, pylon, monument or directional signs, will not be restricted, except by safety, environmental, zoning and other like regulations, and the City shall provide (or shall cause to be provided by any other applicable governmental authority) the necessary permits, variances and authorizations to maximize signage and signage revenue. In addition, the City acknowledges that it is desirable and appropriate for additional signage (including advertising and directional signage) for the Cowboys Complex to be placed outside the boundaries of the Cowboys

Complex, such as on certain highways, roadways, etc. near the Cowboys Complex, and the City agrees to provide all permits, variances and authorizations required for all such signage as may be reasonably requested by the Club to the extent permitted by applicable law.

Section 1.14. Intellectual Property Rights.

The Club shall own all intellectual property rights in, to and relating to the Cowboys Complex, whether now in existence or created in the future, including without limitation all copyrights, trademarks, trade dress and merchandising rights in the Cowboys Complex, all names, logos and likenesses, as well as all rights to protect, enforce and license any or all of the foregoing.

ARTICLE II

COSTS AND FINANCING OF THE COWBOYS COMPLEX

Section 2.1. The Cowboys Complex Costs.

(a) The costs of the Cowboys Complex (collectively, the "Project Costs") shall be the costs for which funds from the "venue project fund" required by the Act may be used under the Act, including without limitation the following:

(i) acquisition and preparation costs of the Land, including any and all awards in condemnation proceedings, if any, to acquire any part of the Land incurred after the date of this Agreement by the City or the Club, including without limitation (i) all environmental remediation necessary with respect to the Land, (ii) the cost of physical improvements, landscaping and security for existing facilities that will be located on property adjacent to the Land, as may be required by agreements pursuant to which a tract included in the Land is located is acquired;

(ii) land planning, design, architectural and engineering costs incurred by the Club for preparation of plans, specifications and designs for the Cowboys Complex and for appropriate construction oversight and assessments by the Architect and engineers; costs incurred by the Club to construct, equip and furnish the Cowboys Complex;

(iii) environmental assessments covering the Cowboys Complex, and covering the land and projects adjacent to the Cowboys Complex (and assessments of costs if remediation is needed or required on any portion of the Cowboys Complex or on any portion of adjacent land which, without such remediation, may adversely affect any portion of the Cowboys Complex);

(iv) soil conditions reports and evaluation of soil removal, reclamation, fill and improvements requirements;

(v) all on-site and off-site work to cause utilities to be available at the Cowboys Complex, utility relocation and street abandonment;

(vi) zoning and land use issues and confirmation that all zoning and land use ordinances, codes and laws allow the development and construction of the Cowboys Complex as contemplated by this Agreement, and/or the availability of variances and special use permits for any non-compliance);

(vii) existing liens, easements and other encumbrances imposed upon or otherwise affecting the Cowboys Complex;

(viii) determination of any special development restrictions (such as FAA approval, archeological and historical significance requirements/assessments, etc.);

(ix) all other due diligence performed or to be performed by the parties pertaining to the Cowboys Complex (such as, by means of example only but without limitation, impact statements and impact fee requirements, traffic studies and transportation requirements [local and regional], all potential infrastructure, utility, parking, signage, and drainage needs and requirements)

(x) costs incurred for any "related infrastructure" (as such term is defined in the Act) that is not located on the Land, and including without limitation (A) costs incurred by the Club for demolition, grading, paving, constructing, landscaping, installing lighting and striping the parking areas, and parking structures, if any (B) costs of detention facilities and other related infrastructure improvements, and (C) costs of acquiring right-of-way for designing and constructing various necessary roadway improvements which otherwise might constitute "related infrastructure;"

(xi) permit, license and inspection fees incurred after the date of this Agreement by the Club;

(xii) fees and expenses of the General Contractor, subcontractors, consultants and similar persons incurred after the date of this Agreement by the Club, directly or indirectly in connection with the planning, design, engineering, construction, equipping and furnishing of the Cowboys Complex;

(xiii) costs incurred after the date of this Agreement by the Club in complying with the requirements of Section 1.11 hereof;

(xiv) costs incurred after the date of this Agreement by the Club in connection with removing, or providing security for, any material lien or encumbrance that arose in connection with the design, engineering, construction, equipping or furnishing of the Cowboys Complex;

(xv) reasonable general and administrative expenses of the Club allocable to the administration or oversight of the activities contemplated in Section 1.11 hereof and incurred after the date of this Agreement by the Club, directly or indirectly, in connection with the planning, design, engineering, construction, equipping and furnishing of the Cowboys Complex;

(xvi) all other out-of-pocket costs of the City or the Club paid out or incurred prior to or after the financing stage for the Cowboys Complex that were expended for and that are attributable to the construction of the Cowboys Complex or the acquisition of the Land.; and

(xvii) such other costs and expenses as the parties hereto shall mutually approve in writing.

Section 2.2. Project Budget and Master Plan.

As soon as practicable after the Club determines (but prior to the Closing) that the Architect's preliminary or conceptual plans for the Cowboys Complex are satisfactory and in conformity with the Cowboys Complex Stadium Elements, and after an initial estimate of total Project Costs has been determined based on such plans, which estimate must also be satisfactory to the Club, the Club shall deliver to the City (i) a set of such preliminary or conceptual plans (the "Master Plans") that reasonably identify the proposed locations of the parking tracts and of the Cowboys Complex, the parking facilities and the infrastructure on the Land, and (ii) a written preliminary budget (the "Cowboys Complex Budget") setting forth the aggregate amount of the Project Costs and identifying in reasonable detail each material cost item. The Club shall deliver to the City any updates to the Master Plans and the Cowboys Complex Budget that are delivered to the Club. The City and the Club currently estimate that the Cowboys Complex Budget will be approximately $650 million (exclusive of any contribution from Tarrant County for any other infrastructure costs as agreed to by the Club and Tarrant County), subject to subsequent adjustments based on the ultimate Land acquisition and preparation costs and the completion of final design and architectural plans. The Cowboys Complex Budget shall reflect the line items set forth on the attached Exhibit C and no material change shall be made by the Club in the Cowboys Complex Budget unless (i) such change is disclosed to the City, (ii) such change does not affect the suitability of the Cowboys Complex as a NFL venue, and (iii) to the extent such change causes the Project Costs to exceed $650 million, the Club, subject to the Club's acceptance of the revised Budget, shall be responsible for any such cost overrun; provided, however, the Project Development Agreement will further detail the required completion standards resulting from the Club's change orders as elected by the Club.

Section 2.3. City Project Fund and Cost Account.

(a) Pursuant to the Funding Agreement, on or prior to the Closing Date, the City shall establish the City Project Fund (the "City Project Fund") as the venue project fund for the Cowboys Complex, as provided in the Act. The City Project Fund shall consist of separate accounts as are necessary to comply with the terms and conditions of the "City Financing" (defined below) and as are necessary for funding the payment of the City's portion of Project Costs. The City Project Fund shall include (i) an account (the "City Project Cost Account"), into which account the "City Contribution" (defined below) shall be deposited and out of which account funds shall be transferred to the "Disbursement Account" (defined below) for payment of the City's portion of Project Costs pursuant to the procedure set forth in Section 2.6, and (ii) other accounts as may be required in the proceedings authorizing the City's Cowboys Complex Bonds (as defined herein) issued by the City and any bonds issued pursuant to Section 2.8, including without limitation an account referred to as the "City Debt Service

Account. " The City Debt Service Account shall be maintained as directed by the proceedings authorizing the Cowboys Complex Bonds.

(b) The City Project Cost Account shall be maintained at a current depository bank for City funds and shall not be commingled with any other funds of the City. The City acknowledges that the funds in the City Project Cost Account shall be dedicated solely to the payment of Project Costs. The City Project Cost Account shall be administered and controlled (including signatory authority) by the City and funds in such account shall be disbursed in the manner provided in Section 2.6. Pending disbursement of funds in the City Project Cost Account, the City shall invest such funds only in investments permitted and authorized by applicable law and the City's investment policy as in effect from time to time. All income earned on such investments shall be deposited in, and shall become part of, the City Debt Service Account or the City Project Cost Account, at the option of the City.

(c) If funds remain in the City Project Cost Account after the completion of the Cowboys Complex and the payment of all Project Costs pursuant to the terms hereof, then such funds shall be used by the City for the purpose of paying or retiring the Cowboys Complex Bonds.

Section 2.4. Club Project Cost Account.

(a) On or prior to the Closing Date, the Club shall establish an account (the "Club Project Cost Account") at a depositary institution that has one or more branches located in the City, into which account the Club Contribution (defined below) shall be deposited or, if applicable, each Club Deposit (defined below) shall be deposited (if not deposited directly into the Disbursement Account) and into which account any subsequent contributions by the Club for "Overruns" (defined below) shall be deposited. The Club acknowledges that funds in the Club Project Cost Account shall be dedicated solely to the payment of Project Costs. The Club Project Cost Account shall be administered and controlled (including signatory authority) by the Club and funds in such account shall be disbursed by the Club in the manner provided in Section 2.6. Pending disbursement of funds in the Club Project Cost Account, the Club may invest all or any portion of such funds in any investment authorized by applicable law. All income earned on such investment shall be deposited in and should become part of the Club Project Cost Account.

(b) If funds remain in the Club Project Cost Account after the completion of the Cowboys Complex and the payment of all Project Costs pursuant to the terms hereof, then such funds shall thereafter be the exclusive property of the Club and shall be available for use by the Club for any purposes as determined by the Club.

Section 2.5. Disbursement Account.

On or prior to the Closing Date, the Club shall establish an account designated as the "Cowboys Complex Disbursement Trust Account" (the "Disbursement Account"), into which account funds transferred from the City Project Cost Account in accordance with Section 2.6 and the Club Project Cost Account in accordance with Section 2.6 shall be deposited (or, if applicable, into which Club Deposits shall be deposited) and out of which account Project Costs

shall be paid pursuant to Section 2.6. The parties acknowledge that the Disbursement Account is a trust account and shall be dedicated solely to the payment of Project Costs. The Disbursement Account shall not be commingled with any other City or Club funds. The Disbursement Account shall be administered and controlled (including signatory authority) by the Club. The term "Project Account(s)" shall mean, collectively, the City Project Cost Account, the Club Project Cost Account, and the Disbursement Account.

Section 2.6. Disbursements To Pay Project Costs.

Funds shall be periodically disbursed from the City Project Cost Account by the City and from the Club Project Cost Account by the Club to the Disbursement Account, and from the Disbursement Account by the Club in direct payment of such Project Costs, in accordance with the following provisions:

(a) The Club shall promptly disburse funds from the Disbursement Account to pay each Project Cost, provided that a Payment Certificate authorizing such payment is duly completed in the manner described in subsection (b) of this section.

(b) "Payment Certificate" shall mean a written certificate prepared by the Club:

(i) which (A) reasonably identifies and represents that the identified Project Costs are due and owing and authorized to be paid pursuant to such Payment Certificate, (B) certifies that the amounts payable do not include contract retentions (other than those that are due) and (C) identifies the portion of such amount (if any) to be transferred to the Disbursement Account from the City Project Cost Account and the portion of such amount to be transferred to the Disbursement Account from the Club Project Cost Account (or to be deposited directly into the Disbursement Account by the Club as an Club Deposit);

(ii) which has attached to it a copy of an invoice(s) relating to such Project Costs which reasonably identifies the payee (or payees), the goods, services and/or materials provided by such payee (or payees) and the total amount due and owing with respect to such goods, services and/or materials ;

(iii) which, in the case of any Project Cost covered by such Payment Certificate that was incurred in connection with services, goods or materials provided by the General Contractor or any other contractor, has been executed by the Architect for the purpose of confirming that such services, goods or materials have been satisfactorily delivered or completed as the case may be;

(iv) which, in the case of any Project Cost covered by such Payment Certificate that was incurred under contracts providing for the fees of the Club or its employees or agents has been executed by an independent auditor (the "Independent Auditor") selected by the City Manager, for the purpose of confirming that the amount reflected in the invoices) attached to such Payment Certificate with respect to such Project Cost is consistent with the terms of the written contract pursuant to which such Project Cost was incurred; and

(v) which has been executed by the Club or its designee to certify that the fees, costs, expenses and other charges reflected on the Payment Certificate constitute Project Costs and are due and owing.

(c) If a Payment Certificate is otherwise completed and executed in accordance with items (i), (ii), (v) and, if applicable, (iii) and/or (iv) of subsection (b), above, and is submitted to the Director, the Director or his designee shall promptly prepare and submit, through normal payment procedures established for withdrawals from the City Project Cost Account, an appropriate directive for payment to the Disbursement Account of the amount certified in the Payment Certificate for disbursement by the City. The City shall cause the Director or his designee to respond promptly and expeditiously to all requests by the Club or its designee relating to Payment Certificates.

(d) The Independent Auditor shall be an accountant or accounting firm which, in connection with working for the Club and the City, satisfies the criteria for a "independent" certified public accountant set forth in Rule 2-01 of Regulation S-X promulgated by the United States Securities and Exchange Commission. The fees and expenses of the Independent Auditor shall be Project Costs.

(e) With respect to each Payment Certificate completed prior to the transfer of the City Contribution to the Disbursement Account for payment of Project Costs pursuant to the procedures set forth in Section 2.6, the City shall promptly transfer funds from the City Project Cost Account to the Disbursement Account an amount equal to 50.0% of the Project Costs to be paid pursuant to each such Payment Certificate; and (ii) the Club promptly shall transfer funds from the Club Project Cost Account to the Disbursement Account an amount equal to 50.0% of the Project Costs to be paid pursuant to each such Payment Certificate. After the required aggregate maximum amount is transferred from the City Project Cost Account to the Disbursement Account in payment of Project Costs pursuant to the procedures set forth in Section 2.6, the Club shall promptly transfer funds from the Club Project Cost Account to the Disbursement Account in an amount equal to 100% of the Project Costs to be paid pursuant to each such Payment Certificate.

(f) Upon the completion of each Payment Certificate, the Club shall promptly deposit in the Club Project Cost Account an amount (each such deposit being herein referred to as an "Club Deposit") equal to the amount to be disbursed from the Club Project Cost Account pursuant to subsection (e), above, to fund the Club's portion of the Project Costs set forth in the Payment Certificate. In lieu of depositing any Club Deposit directly into the Club Project Cost Account for disbursement to the Disbursement Account, the Club may, at its election, deposit such Club Deposit directly into the Disbursement Account in satisfaction of the Club's funding obligation under subsection (e), above.

Section 2.7. City's Funding Commitment.

(a) Subject to the terms and conditions set forth in Section 6.1, on the Closing Date, the City shall provide $325 million for payment of Project Costs (the "City Contribution") by depositing an amount equal to the City Contribution from the net available proceeds (after the payment of all costs and expenses of the financing, including reserve fund or other deposits

required by the financing) (the "Available Bond Proceeds") of the following issues of bonds to be approved, authorized, and issued by the City in accordance with the Act that are secured and payable as follows:

(i) The City shall issue, in one or more series, tax-exempt bonds (the "Senior Bonds") that will be secured by and payable from a senior or junior lien pledge of (A) the Sales Tax, (B) the HOT, and (C) the CRT;

(ii) The City shall issue, in one or more series, taxable bonds (the "Taxable Subordinate Bonds") secured by a senior lien pledge of the Base Rent and by a subordinate lien pledge of (A) the Sales Tax, (B) the HOT, and (C) the CRT;

(iii) If necessary in order to obtain Available Bond Proceeds equal to the City Contribution, the City shall also issue, and if necessary the Club shall purchase or cause to be purchased, on mutually approved terms, in one or more series, bonds (the "Third Lien Bonds") secured by and payable from a subordinate pledge of the Base Rent, and by a third-lien pledge of (A) Sales Tax, (B) HOT, and (C) CRT. The Third Lien Bonds shall have a final maturity of thirty years and pay interest currently but subject to accrual with interest if funds are not available on a current basis. Principal of the Third Lien Bonds shall be subject to mandatory redemption from all Sales Tax, HOT, and CRT and Base Rent received by the City on and after all the principal of and interest on the Senior Bonds and the Subordinate Bonds shall have been paid in full;

(iv) The Senior Bonds, the Taxable Subordinate Bonds, and the Third Lien Bonds (collectively, the "Cowboys Complex Bonds") shall fund the City Contribution in full; and

(v) In the event the Available Proceeds on the Closing Date expected to be generated from the Senior Bonds and the Taxable Subordinate Bonds are less than $290 million, the Club shall have the right to terminate this Agreement and the Project Documents without further obligation or liability.

(b) As soon as practicable after the Election, the City shall use good faith efforts to arrange the financing of the City Contribution by issuing the Cowboys Complex Bonds. The principal amount, structure, maturities, interest rates, provisions and specific terms of the Senior Bonds and the Taxable Subordinate Bonds shall be as approved by the City and the Club. The amount, terms and provisions of the Taxable Third Lien Bonds, if any, shall be as approved by the City and the Club. It is provided, however, that none of the Cowboys Complex Bonds shall (i) be a general obligation of the City, (ii) be secured by or payable from ad valorem taxes levied by the City, (iii) be secured by, guaranteed by or payable by the Club or its owners, or any of their affiliates or related parties or (iv) be secured by a lien, security interest or any similar interest on the Cowboys Complex.

(c) The City shall not submit in the Election any tax, bond financing or similar proposition other than the proposition set forth in the Election Ordinance attached as Exhibit A.

Section 2.8. Club's Funding Commitment.

(a) Subject to the terms and conditions set forth in Section 6.1, the Club shall provide $325 million for payment of Project Costs (the "Club Contribution") which shall be deposited in the Club Project Cost Account as and when needed to pay Project Costs on a pari passu basis with the City Contribution. The Club shall provide reasonably satisfactory assurances to the City and any bond insurer for the Cowboys Complex Bonds that the Club Contribution will be available to pay Project Costs as and when needed. Notwithstanding the foregoing, if, prior to the Closing Date, the Club determines that the aggregate of the Club Contribution and the Available Bond Proceeds generated from the Third Lien Bonds will be more than $360 million, the Club shall have the right to terminate this Agreement and the Project Documents without further obligation or liability.

(b) If any Project Costs are incurred after the funds in the City Project Cost Accounts and in the Club Project Cost Account are completely depleted (the "Overruns"), the Club shall promptly pay, or at the Club's election, contribute to the Club Project Cost Account from time to time as necessary, cash in an amount equal to such Overruns.

(c) The Club shall determine the manner and method of obtaining funds with which to make the Club Contribution and to pay for any Overruns and it may obtain and provide the Club Contribution and any Overruns from any source, including but not limited to, cash, equity, the Parking Tax or surcharge, the Ticket Tax or surcharge, rent (the "Additional Rent") payable to the City that is additional to the Base Rent payable to the City, any revenue generated from the Cowboys Complex, funds obtained from the NFL, personal or permanent seat license revenue, or third party contributions or financing.

(d) The Club reserves the right to request the City to issue non-recourse special revenue bonds (the "Incremental Funding") to aid the Club in providing the Club Contribution. If the City is so requested, the Club shall obligate itself to pay rent that is additional to the Base Rent and/or other payments or collections, including a Parking Tax and a Ticket Tax (at rates specified by the Club) to the City (all of such amounts, the "User Incremental Funding Payments"). If the City is requested to provide Incremental Funding, it will pledge all of the User Funding Payments as the payment of and as the security for such bonds, and will use its good faith efforts to issue taxable bonds secured solely by the User Incremental Funding Payments (and any other revenues determined by the Club) to generate all or any portion of the Club Contribution or any Overruns. Bonds issued as part of the Incremental Funding, if any, shall not be secured by or payable from any portion of the Sales Tax, the HOT, the CRT, or the Base Rent, or by any other funds or resources of the City.

Section 2.9. Closing; Closing Date.

(a) Subject to the City and the Club reaching final agreement on the Project Documents, the City and the Club each shall use good faith efforts to consummate their respective financings and to make their respective contributions or deliveries in accordance with Section 2.7 and Section 2.8 as soon as is practicable for the consummation of both such contributions after the Election. The City shall deliver written notice to the Club identifying the proposed sale date of the Cowboys Complex Bonds. The Club shall use good faith efforts to

deliver to the City, not later than the tenth business day after the date on which the City's notice of the proposed sale date is delivered to the Club, the status of the financing necessary for the Club Contribution (or for the delivery of the assurances thereof), subject to customary exceptions and conditions.

(b) The closing (the "Closing") for the transactions contemplated in Section 2.7, Section 2.8 and Article 4 shall occur on the earliest date (the "Closing Date") after the date hereof on which the City can complete its financing and make the City Contribution and on which the Club can complete its financing and make the Club Contribution (or deliver the assurances of the Club Contribution). The City and the Club each shall use good faith efforts to keep the other party advised regarding the status of such party's financing efforts. The City and the Club shall coordinate their financing efforts to cause the Closing to occur on the earliest practicable date at a time and place to be agreed upon by the Club and the City. The City shall use good faith efforts to effectuate the City Financing as soon feasible, based on the anticipated revenue streams from the taxes to be approved in the Election.

Section 2.10. Right to Audit.

The Club and the City shall each have the right to audit, upon reasonable notice and, at its own expense, all expenditures and financial records related to the Cowboys Complex, including the records related to the Project Account(s). Upon written request by the Club, the City shall give the Club access to all records controlled by, or in the direct or indirect possession of the City (other than records subject to legitimate claims of attorney-client privilege) relating to the City Project Cost Account, and permit the Club to review such records in connection with conducting a reasonable audit of such account. Upon written request by the City, the Club shall give the City access to all records controlled by, or in the direct or indirect possession of the Club (other than records subject to legitimate claims of attorney-client privilege) relating to the Club Project Cost Account and the Disbursement Account, and permit the City to review such records in connection with conducting a reasonable audit of such accounts. The City and the Club shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of completion of the Cowboys Complex.

ARTICLE III

THE LAND

Section 3.1. The Cowboys Complex Site.

The City shall acquire, as provided in this Article III, own and lease to the Club (as provided in Section 4.1) the Land. Upon the City's written request from time to time, the Club (i) shall furnish to the City copies of soils and other geotechnical reports relating to the Land that previously were obtained by the Club, the Architect or the General Contractor, and (ii) shall use good faith efforts to have the entities that rendered such reports address same to the City.

Section 3.2. Land Acquisition.

The City shall acquire the land by purchase, gift, donation or the exercise of the power of eminent domain (as further described in Section 3.3 below). The City shall make the Land available to the Club for the Cowboys Complex, as contemplated by the Project Documents.

Section 3.3. Condemnation.

If necessary for the purpose of constructing and equipping the Cowboys Complex, including necessary and related automobile parking facilities, the City may use its power of eminent domain to the extent legally permissible to acquire, with funds provided in the manner set forth in Section 2.6, all or any portion of the Land for the public purposes of the Cowboys Complex and development and diversification of the economy, the elimination of unemployment and underemployment and the development or expansion of transportation and commerce, subject to reimbursement and indemnity under the procedures set forth in Section 2.6 and on terms and conditions acceptable to the City in its sole discretion. If the City acquires any part of the Land through the exercise of its powers of eminent domain, the City shall deed restrict such property for use as a part of the Cowboys Complex pursuant to deed restrictions acceptable to the Club, and such property shall form a part of the leasehold estate leased in and created in the Project Documents.

Section 3.4. Streets.

At the Club's request and in accordance with the Master Plan, the City may consider closing any streets or alleys that would constitute any portion of the site for The Cowboys Complex.

Section 3.5. Related City Roadway Improvements.

The City agrees to design the roadway improvements (collectively, the "Roadway Improvements") necessary to support the Cowboys Complex. The estimated costs of such improvements is $25 million. The City agrees to work with Tarrant County and the Club to develop a method of financing such improvements. To the extent such improvements are not financed by the County, the costs thereof shall constitute a part of the Project Costs and paid for under the procedures and from the sources provided in Section 2.6. The parties recognize that the timing of Tarrant County's contribution will be as set out in the Project Documents. The City's design costs shall be Project Costs and reimbursed to it from the Disbursement Fund when funds are available therein in accordance with Section 2.6.

Section 3.6. Parking Requirements.

The Cowboys Complex will have sufficient parking spaces available (either on or off site) to accommodate the necessary patron parking for events occurring at the Cowboys Complex.

ARTICLE IV

LEASE MATTERS

Section 4.1. Club Lease.

The Operating or Club Lease Agreement shall include the following material terms, and such other terms as are customary for a long-term triple-net operating agreement or lease of facilities similar to those contemplated for the Cowboys Complex:

(a) The Operating or Club Lease Agreement and Club Sublease shall each be for an initial lease term commencing on and as of the dates on which the Land is acquired by the City and delivered to the Operator/Tenant and extends until December 31, 2038 as such date may be extended for any applicable playoff football games. The Operator/Tenant (and the Club) shall each have the option to renew such leases for two (2) successive renewal periods of ten (10) years each.

(b) The Operating or Club Lease Agreement shall be structured as a "triple-net" agreement. The Operator/Tenant (or the Club) shall have the obligation to pay all operating, maintenance and utility costs of the Cowboys Complex, shall be obligated to maintain the same in first class condition, reasonable wear and tear excepted, and shall have the right to retain and receive all revenues generated therefrom. The Club shall guarantee the obligations of the Operator/Tenant under the Operating or Club Lease Agreement. The Project Documents shall also address the Club's agreement to reimburse the City for any reasonable and necessary event day costs incurred by the City for traffic control outside the Cowboys Complex.

(c) As stated in the preambles to this Agreement, during the initial term of the Operating or Club Lease Agreement, the tenant will be obligated to pay or cause to be paid to the City as the City's money and property a rental (the "Base Rent") equal to the total of (i) the annual amount of Two Million Dollars ($2,000,000) commencing on the opening date of the Cowboys Complex in the year 2009 and annually throughout the initial term of the Lease, and (ii) five percent (5%) of the proceeds received from the sale of naming rights of the Cowboys Complex, net of fulfillment costs related to the granting of such rights, at any time after the execution of this Agreement and continuing through the initial term of the Lease, by the Club from the sale of the naming rights for the Cowboys Complex as described in this Agreement. During any extended or renewal term of the lease, Base Rent shall be paid to the City in the amount of $1 million per year.

(d) At the expiration of the initial term, the Operator/Tenant (or the Club) shall have the option to acquire the Cowboys Complex from the City for the option price of $100 Million, subject to a credit against such amount for all Base Rent paid during the term by the Operator/Tenant or Club to the City, and Operator/Tenant operator costs plus any additional Project Costs in excess of $650 million funded by the Club. In the event such purchase option is not exercised at the expiration of the initial term and the Operating or Club Lease Agreement is extended, the Operator/Tenant (or the Club) shall again have the option to acquire the Cowboys Complex on the same terms as applied at the expiration of the initial term. The City shall not be

obligated to incur any third party costs associated with the transfer of title of the Cowboys Complex to the Club following the Club's exercise of its option.

(e) The Operator/Tenant of the Cowboys Complex shall have the right to lease and license the use of the Cowboys Complex and related improvements for professional football and for any other lawful use not inconsistent with the Act. The Project Documents shall address the Club's agreement to use commercially reasonable efforts to maximize non-football event usage of the stadium.

(f) The Operator/Tenant shall enter into a sublease with the Club providing for a sublease term co-terminous with the term of the Club Lease. Subject to the timely completion of the Cowboys Complex, commencing with the 2009 NFL football season, the Club shall use the Cowboys Complex for all of its preseason (other than neutral site games, when the Club is designated as the "home team"), regular season and post-season and league championship home games (except in all cases, as required by the NFL to play certain games at neutral or other sites).

(g) For so long as any bonds are outstanding that are payable from and secured by the User Incremental Funding Payments, the Club shall pay the User Incremental Funding Payments to the City, including rent that is additional to the Base Rent under the Club Lease, in an amount sufficient to pay debt service on such bonds on a level basis for a 30 year term. The payment of such additional rent shall be paid on a prorated monthly basis commencing on the date that the stadium improvements for the Cowboys Complex are substantially complete and ready for use by the Club for its first home game, or as otherwise required by the financing documents pursuant to which such bonds are issued. If the option to purchase is not exercised, and the option to extend the Club Lease is exercised, then the Operator/Tenant shall continue to be responsible for all operating expenses relating to the Cowboys Complex, subject to the right to retain all revenues derived therefrom and, in addition, Operator/Tenant shall pay to the City as base rent during the renewal term, the sum of $1 million per year (payable on a prorated basis monthly as described above) for each year of any renewal term.

(h) The Club Lease shall contain the customary provisions for repair, maintenance, insurance, indemnity, hazardous materials, default and remedy, casualty and condemnation, assignment and compliance with laws which are typical for a major professional sports team that plays its home games in a municipally-owned stadium.

(i) In no event shall the Club or its affiliates be precluded from mortgaging its (or their) leasehold interest in the Cowboys Complex.

Section 4.2. Non-Relocation Agreement.

The City and the Club will enter into a separate Non-Relocation Agreement which will be co-terminus with and cross defaulted with the Club Lease and will obligate the Team to play all home games in the Cowboys Complex for 30 years and during each renewal term of the Club Lease. The Non-Relocation Agreement will contain specific performance provisions. In the event the Operator/Tenant (or the Club) exercises the right to purchase the Cowboys Complex at the end of the initial term, then the Club will be obligated to extend the Non-Relocation Agreement for another 10 year period.

Section 4.3. Community Contribution.

As stated in the preambles to this Agreement, the Club directly or through other selected entities affiliated with the Club or the principals of the Club shall pay or contribute the sum of $16.5 million to the City. Such amount shall be paid or contributed in an amount equal to $500,000 per year beginning on October 1, 2006 and on each anniversary date thereafter until the expiration of the initial term of the Club Lease. The City and the Club (or the Jones Family) will jointly create, in accordance with applicable tax, legal and accounting guidelines, an appropriate charitable entity that will oversee and administer the disbursement of such contributions for programs and facilities benefiting the youth of the City for sports, recreational and educational purposes.

ARTICLE V

CONDITIONS

Section 5.1. Conditions to the City's Obligations.

The City shall have no obligation to deposit the City Contribution or to consummate on the Closing Date the other transactions described herein, unless the following conditions have been satisfied:

(i) A majority of the City's voters who cast votes in the Election shall have voted in favor of the proposition submitted in the Ordinance calling the Election attached hereto as Exhibit A;

(ii) The Club shall have executed and delivered the Project Documents;

(iii) The Club shall have delivered the Master Plans and the Cowboys Complex Budget;

(iv) The Club shall have timely performed all of the material covenants, agreements and obligations required hereunder to be performed by the Club on or before the Closing Date and shall not be in default under the Project Documents or this Agreement; and

(v) The Club shall have satisfied it's obligations with respect to the Club Contribution and the User Contribution or delivered assurances of the availability thereof as and when needed, as required by Section 2.8, simultaneously with the City's deposit of the City Contribution, as required by Section 2.7.

Section 5.2. Conditions to the Club's Obligation.

The Club shall have no obligation to deposit the Club Contribution, to develop the Cowboys Complex as set forth herein or to consummate on the Closing Date the other transactions described herein, unless the following conditions have been satisfied:

(i) A majority of the City's voters who cast votes in the Election shall have voted in favor of the proposition submitted in the Ordinance calling the Election attached hereto as Exhibit A;

(ii) The City shall have executed and delivered the Project Documents;

(iii) The City shall have purchased or acquired exclusive possession of all of the Land,

(iv) The City shall have adopted a resolution approving the Project Documents and authorizing and directing the City Manager and other City officials to perform, fulfill and carry out the City's obligations under this Agreement and the Project Documents;

(v) The City shall have timely performed all of the material covenants, agreements and obligations required hereunder to be performed by the City on or before the Closing Date and shall not be in default under the Project Documents or this Agreement; and

(vi) The City shall have deposited the City Contribution, as required by Section 2.7, simultaneously with the Club's satisfaction of its obligations with respect to the Club Contribution or delivery of assurances of the availability thereof as and when needed, as required by Section 2.8.

ARTICLE VI

TERMINATION

Section 6.1. Termination.

This Agreement may be terminated under the following circumstances:

(i) By the mutual written consent of the City and the Club;

(ii) By either the City or the Club if a majority of the City's voters who cast votes in the Election vote against the proposition submitted thereat;

(iii) By either the City or the Club if the Project Documents have not been fully executed by December 31, 2004;

(iv) By either the City or the Club if the Closing shall not have occurred by July 1, 2005; or

(v) By the Club pursuant to Sections 2.7 or 2.8.

Section 6.2. Termination Procedure.

If either party determines that it wishes to terminate this Agreement pursuant to Section 6.1(ii), Section 6.1(iii), Section 6.1 (iv) or Section 6.1(v) (as applicable), then such party

must deliver a written notice to the other party to the effect that the notifying party thereby terminates this Agreement. The notice must be in writing and must specify in reasonable detail the factual basis for the termination of this Agreement.

Section 6.3. Termination upon Execution of Project Documents.

On the date of the execution of the Project Documents this Agreement shall automatically terminate and be deemed to have been fully performed by both the City and the Club.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Further Agreements.

The City and the Club agree to use their good faith efforts to complete and execute, as soon as practicable following the execution of this Agreement, all Project Documents necessary, appropriate or desirable to carry out the transactions agreed to by the parties in this Agreement.

Section 7.2. GOVERNING LAW.

THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES APPLICABLE THERETO AND THE LAWS OF THE STATE OF TEXAS APPLICABLE TO AN AGREEMENT EXECUTED, DELIVERED AND PERFORMED IN SUCH STATE.

Section 7.3. Compliance with Laws.

The Club and the City shall comply in all material respects with all applicable laws in connection with the design, engineering, construction, equipping and furnishing of the Cowboys Complex.

Section 7.4. Venue for Actions.

The venue for any legal action arising out of this Agreement shall lie exclusively in Tarrant County, Texas.

Section 7.5. Taxes.

The City covenants that if, in the future, the City, the County, or any other taxing jurisdiction imposes any form of tax, which is exclusively imposed or levied on any portion of the Cowboys Complex or the Club that will be assessed on advertising, tickets, concessions, catering, parking (other than as set forth in the Election and the Project Documents), rent or other revenue streams of the Cowboys Complex, then the Club will receive a dollar for dollar offset in the economic arrangements of the Club Lease, and/or Operating Agreement or Lease, which offset and the calculation of same shall be established in the Project Documents.

Section 7.6. Force Majeure.

After the Closing Date, the time within which any party to this Agreement shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed by condemnation, casualty, damage, strikes or lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor, reason of priority or similar regulations or order of any governmental or regulatory body, enemy action, terrorism, civil disturbance, fire, unavoidable casualties or any other cause beyond the reasonable control of the party seeking the delay.

Section 7.7. Representatives.

(a) During the term of this Agreement, the City Manager (and, where expressly provided for in this Agreement, the Director or his designee) shall have full authority to administer this Agreement on behalf of the City. The Club shall be entitled to rely on the authority of the City Manager (or, where indicated, the Director or his designee) for such purposes under this Agreement.

(b) During the term of this Agreement, the Club shall designate two individuals (the "Club Representatives") who shall have full authority (acting together and not alone) to administer this Agreement on behalf of the Club. The initial Club Representatives shall be Jud Heflin and David Frey. The Club may designate a permanent or temporary replacement for either Club Representative by delivering a written notice to the City executed by the Club. If the Club assigns its rights under this Agreement to another entity (the "Assignee"), the Assignee shall ensure that one or more of its senior executive officers possesses the authority to be exercised by the Club Representatives. From and after the date of any assignment to the Assignee, the officer or officers designated by the Assignee shall serve as the Club Representatives. The City shall be entitled to rely on the authority of the Club Representatives (acting together) for such purposes under this Agreement.

Section 7.8. Obligations to Defend Validity of Agreement.

If litigation is filed by a third party against the Club or the City in an effort to enjoin either party's performance of this Agreement, the parties hereto who are named as parties in such action shall take all commercially reasonable steps to support and defend the validity and enforceability of this Agreement. Either party may intervene in any such matter in which the other party hereto has been named as a defendant. Each party shall be responsible for its attorneys' fees and costs of litigation.

Section 7.9. Exclusive Dealing.

During the term of this Agreement, the Club will not solicit or accept any proposal of, or enter into any plan or agreement with, any county or any city other than the City regarding any project or facility having a purpose similar to the Cowboys Complex. The Project Documents, if executed, shall contain a similar provision for the term thereof.

Section 7.10. Confidentiality.

The Club has advised the City that the information to be included in the Project Documents may contain confidential commercial information relating to the Club and its business and affairs that is protected from public disclosure under applicable law, and that premature disclosure thereof will have a material adverse business and financial impact on the Club. Accordingly, the City agrees that it will follow all procedures established by applicable law that give the Club the right to contest the public disclosure of confidential commercial and business information relating to the Club and its affiliated business entities.

Section 7.11. Successors and Assigns.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as expressly provided herein, this Agreement may not be assigned without the prior written consent of the other party hereto; provided however the rights and interest of the Club under this Agreement are assignable to any successor-in-interest of the ownership of the Team.

Section 7.12. Non-Compete Covenant.

The City shall covenant that it will not, directly or indirectly, own, manage, operate, control, finance (either directly or in any manner), sponsor, develop, provide City -owned land or in any other way participate in or cooperate with (subject to applicable laws) any indoor or outdoor sports, entertainment or multi-use venue or complex with an attendance capacity of more than 25,000 and located anywhere within the City (other than Ameriquest Field).

Section 7.13. Minority Hiring, Contracting, Vending.

The Club and its affiliates covenant to abide by the guidelines set forth in Section 335.076, Local Government Code, as amended, regarding contracts with historically underutilized businesses (as defined by statute). The City agrees to advise the Club and its affiliates relating to these matters. The parties agree that the construction contracts for the Cowboys Complex shall be subject to any local, state or federal prevailing wage laws. The Project Documents shall address the agreement of the Club to work with the City to use reasonable efforts to use qualified, Arlington-based subcontractors.

Section 7.14. Entire Agreement: Amendment.

This Agreement (including the Exhibits attached hereto) and the other documents delivered pursuant hereto and referenced herein constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous, written or oral agreements or discussions between the parties. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

Section 7.15. Waiver.

No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

Section 7.16. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy or reputable overnight courier, and shall be deemed given when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties hereto.

If to the City:	City of Arlington 101 West Abram Street Arlington, Texas 76010 Attn: City Manager
with copies to:	City Attorney 201 E. Abram Street Arlington, Texas 76010
with copies to:	Vinson & Elkins, L.L.P. Trammel Crow Center 2001 Ross Avenue Dallas, Texas 75201 Attn: Ray Hutchison
If to the Club:	The Dallas Cowboys One Cowboy Parkway Irving, Texas 75063 Attn: J. Stephen Jones
with copies to:	Winstead Sechrest & Minick P.C. 2400 Bank One Center 910 Travis Street Houston, Texas 77002 Attn: Denis Clive Braham

Section 7.17. Delays or Omissions.

Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any party upon any breach or default of any party under this Agreement shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be

deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the parties shall be cumulative and not alternative.

Section 7.18. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Club and the City is intended by the parties to create a partnership or joint venture between the Club, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 7.19. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 7.20. Titles and Subtitles.

The titles of the articles, sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.21. Notice and Cure.

A party's failure to perform any obligation or agreement required to be performed hereunder after the Closing Date shall not constitute a breach or default hereunder until and unless the non-defaulting party gives the defaulting party written notice of the non-performance and the defaulting party then fails to cure such non-performance by the 10th day after the date on which such notice is given.

[execution page follows]

This Agreement has been executed and delivered as of the date first written above.

CITY OF ARLINGTON

By: _____
Charles R. Kiefer
City Manager, City of Arlington

ATTEST:

_____
Barbara G. Heptig
City Secretary, City of Arlington

APPROVED AS TO FORM:

_____
Jay Doegey
City Attorney, City of Arlington

DALLAS COWBOYS FOOTBALL CLUB, L.L.C.

By: _____
J. Stephen Jones, Executive Vice President/
Chief Operating Officer

EXHIBIT A

CHAPTER 334 ELECTION ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS CALLING A SPECIAL ELECTION TO BE HELD WITHIN THE CITY ON NOVEMBER 2, 2004, ON THE QUESTION OF APPROVING AND IMPLEMENTING A RESOLUTION DESIGNATING THE DALLAS COWBOYS COMPLEX DEVELOPMENT PROJECT AS A SPORTS AND COMMUNITY VENUE PROJECT AND DESIGNATING THE METHODS OF FINANCING THEREFOR AND THE RATE OF EACH METHOD OF FINANCING PURSUANT TO CHAPTER 334, LOCAL GOVERNMENT CODE, AS AMENDED; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS RELATING THERETO

WHEREAS, on August 10, 2004, pursuant to Chapter 334, Local Government Code (the "Act"), the City Council (the "Council'') of the City of Arlington (the "City") adopted Resolution No. 04-358 (the "Resolution"), designating and, subject to approval at an election, authorizing the Dallas Cowboys Complex Development Project (the "Project") as a sports and community venue project within the City of the type described and defined in Section 334.001(4)(A) of, and permitted by, the Act, and described in summary form as follows:

A multi-purpose and multi-functional stadium, coliseum, community and entertainment venue that is planned for use for one or more professional or amateur sports events, including the professional football games of the "Dallas Cowboys Football Club," a member team of the National Football League, and related infrastructure as defined in the Act;

and

WHEREAS, in the Resolution, the Council designated the following methods of financing authorized by the Act to finance the Project and the maximum rate of each method:

(a) The imposition of a sales and use tax at a rate not to exceed one-half of one percent (0.5%) on taxable retail sales and transactions within the City, as and to the extent authorized by Subchapter D of the Act;

(b) The imposition of a tax at a rate not to exceed five percent (5%) on the gross rental receipts from the short-term rental in the City of a motor vehicle, as and to the extent authorized by Subchapter E of the Act; and

(c) The imposition of a tax on the occupancy of a room in a hotel located within the City, at a rate not to exceed two percent (2%) of the price paid for such room, as and to the extent authorized by Subchapter H of the Act; and

(d) The imposition of a tax, not to exceed three dollars ($3.00) on each parked motor vehicle parking in a parking facility of the Project, as and to the extent authorized by Subchapter G of the Act, and

(e) The imposition of a tax on each ticket sold as admission to an event held at the Project, at a rate not to exceed ten percent (10%) of the price of the ticket sold as admission, as and to the extent authorized by Subchapter F of the Act.

WHEREAS, as required by Section 334.022 of the Act, the City sent a copy of the Resolution to the Comptroller of Public Accounts, and the Comptroller has notified the City that she has determined that the imposition of the taxes called for in the Resolution would have no significant negative fiscal impact on state revenue; and

WHEREAS, the Council is authorized and has determined to order an election on the question of approving and implementing the Resolution pursuant to Section 334.024 of the Act; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON:

Section 1. That an election (the "Election") is ordered and shall be held in the City of Arlington on Tuesday, November 2, 2004, between the hours of 7:00 a.m. and 7:00 p.m., which date is not less than 62 days from the effective date of this ordinance, is a uniform election date as defined in the Texas Election Code, as amended (the "Code") for the purpose of submitting to the qualified voters of the City a proposition on the question of approving and implementing the Resolution.

Section 2. That an electronic voting system must be used for voting at and on the date of the Election in compliance with the provisions of the Texas Election Code, as amended. At the Election, the following proposition shall be submitted:

Authorizing the City of Arlington to provide for the planning, acquisition, establishment, development, construction and financing of the Dallas Cowboys Complex Development Project, a sports and community venue project within the City of the type described and defined in Section 334.001(4)(A) of and permitted by Chapter 334, Local Government Code, as amended (the "Act"), designated by Resolution No. 04-358 (the "Resolution") and described in summary form as a multi-purpose and multi-functional stadium, coliseum, community and entertainment venue that is planned for use for one or more professional or amateur sports events, including the professional football games of the "Dallas Cowboys Football Club," a member team of the National Football League, and related infrastructure as defined in the Act, and (i) to impose a sales and use tax within the City at a rate of one-half of one percent (0.5%), as authorized by Subchapter D of the Act, (ii) to impose a tax at a maximum rate of five percent (5%) on the gross rental receipts from the short-term rental in the City of a motor vehicle, as and to the extent authorized by Subchapter E of the Act, (iii) to impose a tax on the occupancy of a room in a hotel located within the City, at a maximum

rate of two percent (2%) of the price paid for such room, as and to the extent authorized by Subchapter H of the Act, (iv) to impose an admissions tax on each ticket sold as admission to an event held at the Dallas Cowboys Complex Development Project, at a maximum rate not to exceed ten percent (10%) of the price of the ticket sold as admission, as and to the extent authorized by Subchapter F of the Act, and (v) to impose a tax on each parked motor vehicle parking in a parking facility of the Dallas Cowboys Complex Development Project at a maximum rate not to exceed three dollars ($3.00) per vehicle, as and to the extent authorized by Subchapter G of the Act, for the purpose of financing the Dallas Cowboys Complex Development Project, and approving the Resolution

Section 3. That the manner of conducting the election must be in accordance with the ordinances and charter of the City of Arlington and the laws of the State of Texas applicable to the holding of special elections.

Section 4. All resident, qualified voters of the City shall be eligible to vote at the Election.

Section 5. The voting precincts for the Election are hereby designated to be those municipal voting precincts identified by their respective county precinct numbers set forth in Exhibit A hereto and incorporated herein by reference for all purposes. Each polling place shall be open from 7:00 a.m. to 7:00 p.m. on the date of the Election.

Section 6. Election judges shall be paid $8.00 per hour, alternate judges shall be paid $8.00 per hour and clerks shall be paid $7.50 per hour for their service in the Election.

Section 7. E-slate, a Direct Record Electronic (DRE) System shall be used for early voting by personal appearance, and paper ballots, which are optically scanned, shall be used for early voting by mail. In the November 2, 2004 election, the City Secretary shall cause paper ballots, which are optically scanned, to be prepared in the form of the ballot set forth below, being in both English and Spanish, and shall furnish election officials said ballots, in such form, together with any other forms or blanks, in accordance with the Charter of the City of Arlington, Texas, the Constitution and laws of the State of Texas and the Voting Rights Act of 1965, and any amendments thereto, insofar as same are applicable.

Section 8. A summary of the Proposition shall be set forth substantially in the following form, so as to permit the voters to vote "FOR" or "AGAINST" the Proposition, which shall be set forth on the ballots in substantially the following form:

PROPOSITION

AUTHORIZING THE CITY OF ARLINGTON, TEXAS, TO PROVIDE FOR THE PLANNING, ACQUISITION, ESTABLISHMENT, DEVELOPMENT, CONSTRUCTION AND FINANCING OF THE DALLAS COWBOYS COMPLEX DEVELOPMENT PROJECT WITHIN THE CITY AND (i) TO IMPOSE A SALES AND USE TAX WITHIN THE CITY AT A RATE OF ONE-HALF OF ONE PERCENT (0.5%), (ii) TO IMPOSE A TAX AT A MAXIMUM RATE OF FIVE PERCENT (5%) ON THE GROSS RENTAL RECEIPTS FROM

THE SHORT-TERM RENTAL IN THE CITY OF A MOTOR VEHICLE, (iii) TO IMPOSE A TAX ON THE OCCUPANCY OF A ROOM IN A HOTEL LOCATED WITHIN THE CITY, AT A MAXIMUM RATE OF TWO PERCENT (2%) OF THE PRICE PAID FOR SUCH ROOM, (iv) TO IMPOSE AN ADMISSIONS TAX ON EACH TICKET SOLD AS ADMISSION TO AN EVENT HELD AT THE DALLAS COWBOY COMPLEX DEVELOPMENT PROJECT, AT A MAXIMUM RATE NOT TO EXCEED TEN PERCENT (10%) OF THE PRICE OF THE TICKET, AND (v) TO IMPOSE A TAX ON EACH PARKED MOTOR VEHICLE PARKING IN A PARKING FACILITY OF THE DALLAS COWBOY COMPLEX DEVELOPMENT PROJECT AT A MAXIMUM RATE NOT TO EXCEED THREE DOLLARS ($3.00) PER VEHICLE.

Section 9. Early voting shall be conducted at the following locations:

(a) Bob Duncan Community Center, 2800 South Center Street, Arlington, Texas 76014;

(b) Cliff Nelson Recreation Center, 4600 West Bardin Road, Arlington, Texas 76017;

(c) Sherrod Elementary School, 2626 Lincoln Drive, Arlington, Texas 76006; and;

(d) Kooken Educational Center, 423 North Center Street, Arlington, Texas 76011.

Section 10. Early voting by personal appearance shall begin on Monday, October 18, 2004, and shall end at 7:00 p.m. on Friday, October 29, 2004, with the voting times to be from 8:00 a.m. to 5:00 p.m. on October 18, 2004 through October 22, 2004. Extended hours for early voting shall take place on Saturday, October 23, 2004 from 7:00 a.m. to 7:00 p.m.; Sunday, October 24, 2004 from 11:00 a.m. to 4:00 p.m.; and Monday, October 25, 2004 through Friday, October 29, 2004 from 7:00 a.m. to 7:00 p.m.

Section 11. Early voting by mail shall be conducted in conformance with the requirements of the Code. Ballot applications and ballots voted by mail shall be sent to: Robert Parten, Early Voting Clerk, Elections Administration, 100 W. Weatherford Street, Room B90, P.O. Box 961011, Fort Worth, TX 76161-0011.

Section 12. The election materials enumerated in the Code shall be printed in both English and Spanish for use at the polling places and for early voting for the Election and provisions shall be made for oral assistance to Spanish-speaking voters.

Section 13. The holding of the Election shall be in compliance with the Code except as modified by other applicable provisions of law.

Section 14. The election officers shall make returns for the Election in the manner required by law, and the ballots that are properly marked in conformance with the provisions of the Code for votes cast both during the period of early voting and on the day of the Election shall be counted in the manner required by law.

Section 15. Notice of the Election shall be given by posting a notice containing a substantial copy of this Ordinance in both English and Spanish at the City Hall on the bulletin board used for posting notices of the meetings of the City Council not less than twenty-one (21) days prior to the date of the Election, and by publication of said notice at least once in a newspaper of general circulation not earlier than the 30th day nor later than the 10th day before the election.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2004, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2004, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
BARBARA G. HEPTIG, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY_____

EXHIBIT A

POLLING LOCATION - PRECINCT

B. N. Pope Elementary, 901 Chestnut Drive, Arlington 76012
Precincts 2003, 2303

Wood Elementary, 3300 Pimlico Drive, Arlington 76017
Precincts 2007, 2505

W. R. Wimbish Elementary, 1601 Wright Street, Arlington 76012
Precinct 2026

Atherton Elementary, 2101 Overbrook Drive, Arlington 76014
Precincts 2027, 2461

Truett Boles Jr. High, 3900 Southwest Green Oaks Boulevard, Arlington 76017
Precincts 2028, 2506

Kennedale Community Center, 100 East Broadway Street, Kennedale 76060
Precinct 2029.

Glenn Harmon Elementary, 5700 Petra Drive, Arlington 76017
Precinct 2030

Webb Community Center, 2011 Rutland Drive, Arlington 76018
Precinct 2031, 2613

Ruby Ray Swift Elementary, 1101 South Fielder Road, Arlington 76013
Precinct 2052

Sherrod Elementary, 2626 Lincoln Drive, Arlington 76006
Precincts 2055, 1380

Corrinne Crowe Elementary, 1201 Coke Drive, Arlington 76010
Precinct 2100

Meadow Lane Baptist, 1901 Meadow Lane, Arlington, 76010
Precincts 2143, 2403

Veda Knox Elementary School, 2315 Stonegate Street, Arlington 76010
Precinct 2145

Fielder Road Baptist, 2011 Fielder Road South, Arlington 76013
Precincts 2147, 2401

John Webb Elementary, 1200 N. Cooper Street, Arlington 76011
Precincts 2148, 2190

Kooken Educational Center, 423 North Center Street, Arlington 76011
Precinct 2161

South Davis Elementary, 2001 S. Davis Drive, Arlington 76013
Precincts 2168, 2513

Hutcheson Jr. High, 2101 Browning Drive, Arlington 76010
Precincts 2169, 2263, 2569

C. C. Duff Elementary, 3100 Lynnwood Drive, Arlington 76013
Precincts 2171, 2310

St. John Cumberland Presbyterian, 6007 West Pleasant Ridge Road, Arlington 76016
Precincts 2173, 2556, 2609, 2610

Key Elementary, 3621 Roosevelt Drive, Arlington 76016
Precinct 2174

Westminster Presbyterian, 1330 South Fielder Road, Arlington 76013
Precinct 2181

Bailey Jr. High School, 2411 Winewood Lane, Arlington 76013
Precincts 2205, 2451

Myrtle Thornton Elementary, 2301 E. Park Row Drive, Arlington 76010
Precinct 2210

St. Stephen United Methodist Church, 1800 West Randol Mill Road, Arlington 76012 Precinct 2217

Miller Elementary, 6401 W. Pleasant Ridge Rd., Arlington 76016
Precincts 2219, 2520

Dunn Elementary, 2201 Woodside Drive, Arlington 76013
Precinct 2220

Elzie Odom Recreation Center, 1601 NE Green Oaks Blvd, Arlington 76006
Precincts 2224, 2467

North Texas Carpenter's Training Center, 1901 Susan Drive, Arlington 76010
Precincts 2225, 2413, 2427

Burgin Elementary, 401 East Mayfield Road, Arlington 76014
Precinct 2226

Shackelford Jr. High, 2000 North Fielder Road, Arlington 76012
Precinct 2228, 1607

Beatrice Short Elementary, 2000 California Lane, Arlington 76015
Precinct 2229

Ethel Goodman Elementary, 1400 Rebecca Lane, Arlington 76014
Precincts 2235, 2269

Butler Elementary, 2121 Margaret Drive, Arlington 76012
Precinct 2246

New Hope Baptist Church, 6765 Dick Price Road, Mansfield 76063
Precinct 2262

Lake Arlington Baptist Church, 2912 Little Road, Arlington 76016
Precincts 2266, 2464

Foster Elementary, 1025 High Point Road, Arlington 76015
Precinct 2267

Workman Jr. High School, 701 East Arbrook Boulevard, Arlington 76014
Precinct 2268

National Guard Armory, 1929 West Randol Mill Road, Arlington 76012
Precinct 2280, 1605, 1606

Roquemore Elementary, 2001 Van Buren Drive, Arlington 76011
Precinct 2281

Arlington Christian Church, 5200 South Bowen Road, Arlington 76017
Precinct 2304

Kennedale High School, 901 Treepoint Drive, Kennedale 76060
Precincts 2305, 2425

Cliff Nelson Recreation Center, 4600 West Bardin Road, Arlington 76017
Precinct 2306

T. A. Howard Middle School, 7501 Calendar Road, Arlington 76017
Precincts 2307, 2535

C. B. Berry Elementary, 1800 Joyce Street, Arlington 76010
Precinct 2309

Jason B. Little Elementary, 3721 Little Road, Arlington 76016
Precinct 2313

Charles W. Young Junior High, 3200 Woodside Drive, Arlington 76016
Precincts 2314, 2468

Christ Fellowship Baptist Church, 2001 Brown Boulevard, Arlington 76006
Precincts 2315, 2537, 2571

Ellis Elementary, 2601 Shadow Ridge Drive, Arlington 76006
Precincts 2316, 3441, 3442, 2536, 3550, 3551, 3552, 3564

Lamar High, 1400 West Lamar Boulevard, Arlington 76012
Precinct 2317

Floyd Gunn Jr. High, 3000 South Fielder Road, Arlington 76015
Precinct 2318

Ruth Ditto Elementary, 3001 Quail Lane, Arlington 76016
Precinct 2319

Mayfield Road Baptist Church, 1701 East Mayfield Road, Arlington 76014
Precinct 2320

Corey Elementary, 5200 Kelly Elliott Road, Arlington 76017
Precincts 2352, 2521

Williams Elementary, 4915 Red Birch Drive, Arlington 76018
Precincts 2353, 2448, 2553

Fitzgerald Elementary, 5201 Creek Valley Drive, Arlington 76018
Precincts 2354, 2523

The Church of Rush Creek, 2300 SW Green Oaks Boulevard, Arlington 76017
Precincts 2356, 2519

Moore Elementary, 5500 Park Springs Boulevard, Arlington 76017
Precinct 2358

Farrell Elementary, 3410 Paladium Drive, Grand Prairie 75052
Precinct 2381

Bebensee Elementary, 5900 Inks Lake Drive, Arlington 76018
Precincts 2383, 2450

Elizabeth Amos Elementary, 3100 Daniel Drive, Arlington 76014
Precinct 2393

UAW Local 276, 2505 W E Roberts Street, Grand Prairie 75051
Precincts 2402, 2544, 2617

Pearcy Elementary, 601 East Harris Road, Arlington 76002
Precincts 2405, 2541

St. Andrews United Methodist, 2045 SE Green Oaks Blvd, Arlington 76018
Precinct 2449

Kenneth Davis Elementary, 900 Eden Road, Arlington 76001
Precincts 2462, 2581

Shepard of Life Lutheran Church 715 East Lamar Boulevard, Arlington 76011
Precinct 1463

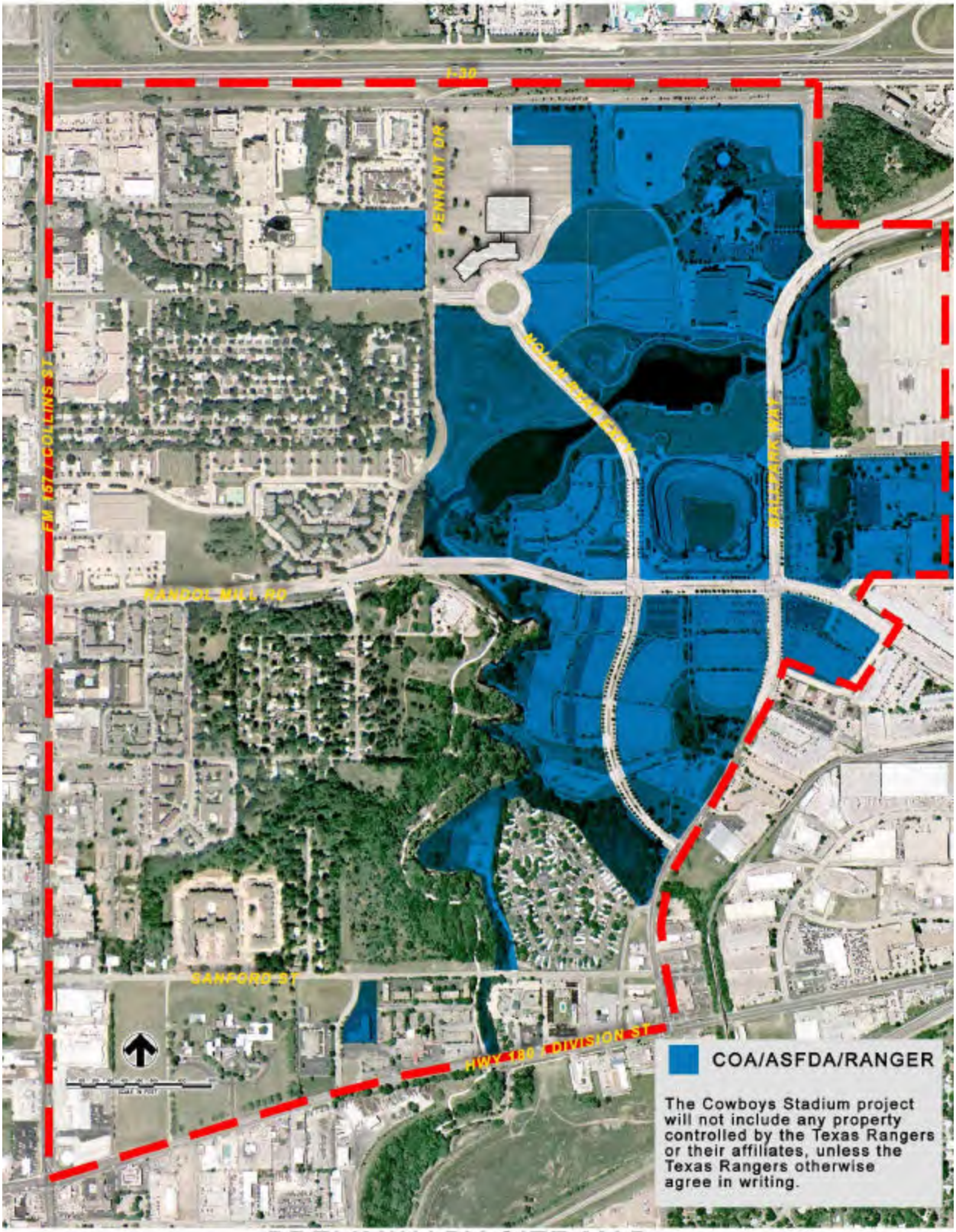
R. F. Patterson Elementary, 6621 Kelly Elliott Road, Arlington 76001
Precinct 2522

D. P. Morris Elementary, 7900 Tin Cup Drive, Arlington 76001
Precinct 2525

J. L. Boren Elementary, 1400 Country Club Drive, Mansfield 76063
Precinct 2557

EXHIBIT B

PRELIMINARY SITE MAP



PRELIMINARY SITE MAP
EXHIBIT B

EXHIBIT C

PRELIMINARY COWBOYS COMPLEX PROJECT BUDGET
CITY OF ARLINGTON, TEXAS

EXHIBIT C

PRELIMINARY COWBOYS COMPLEX PROJECT BUDGET
CITY OF ARLINGTON, TEXAS

	Budget	
SF Total Structure	***2,115,433***	
SF Footprint	***414,272***	
Excavation / Dewatering	$	14,528,269
Plaza Landscape/Hardscape	$	4,188,950
Foundations	$	12,196,862
Basement Walls	$	11,849,880
Access Tunnel to Event Level	$	4,460,304
Playing Field	$	2,860,167
Stadium Structure	$	63,684,636
Seating Bowl Structure	$	15,669,569
Roof Structure (Operable & Fixed)	$	107,086,927
Total Structure Cost	***$***	***236,525,564***
Exterior Skin	$	27,822,797
End Zone Build Out - Operable End Zone	$	4,364,260
Total Skin Cost	***$***	***32,187,057***
General Finish Out	$	25,767,722
Suite Finish Out	$	9,614,068
Misc Specialties	$	1,760,040
Food Service	$	9,509,277
Stadium Seating	$	6,385,760
Scoreboards / Video Boards	$	12,611,716
Audio / Visual Systems	$	7,349,144
Elevators / Escalators	$	7,500,000
Total Finish Out Cost	***$***	***80,497,727***
Mechanical Systems	$	68,209,733
Electrical Systems	$	27,222,033
Total Systems Cost	***$***	***95,431,766***
General Conditions(3.5%)	$	16,002,000
Fee / Bonds (Fee - 3% / Bonds - 1%)	$	17,305,991
Contingency (3.5% Construction / 3.5% Design)	$	33,456,507
Escalation	Not Included	

Total Stadium Contractor Fees / Contingencies	***$***	***66,764,498***
Architectural Design 3.5%	$	17,919,933
Structural Design 1.75%	$	8,959,966
MEP Design .8%	$	4,095,995
Other Design 3.2%	$	16,329,517
Total Design Cost 9.25%	***$***	***47,305,411***
Total Stadium Facility	**$**	**558,712,023**
Surface Parking (10,000spc)	$	10,698,000
Cowboys Hall of Fame	$	6,874,400
Fixtures Furnishings and Equipment (Stadium)	$	4,000,000
Land Acquisition	$	42,000,000
Utility Improvements	$	8,853,000
On Site Road Improvements	$	5,560,990
Grading & Hardscape	$	6,513,000
Demolition & Remediation	$	6,900,000
Total Site Development	***$***	***91,399,390***
Total Facility, Site & Land Cost	**$**	**650,111,413**

Disclaimer

The amounts contained in this Budget are preliminary. They may not be relied upon. They may be adjusted in the future. The final Budget will be based upon final plans for the Project prepared for and acceptable to the Dallas Cowboys Football Club.

Exhibit 2

ORDINANCE No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD WITHIN THE CITY TO APPROVE AND IMPLEMENT A RESOLUTION DESIGNATING THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT AS A SPORTS AND COMMUNITY VENUE PROJECT AND DESIGNATING THE METHODS OF FINANCING THEREFOR AND THE RATE OF EACH METHOD OF FINANCING PURSUANT TO CHAPTER 334, LOCAL GOVERNMENT CODE, AS AMENDED; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS RELATING THERETO

WHEREAS, on May 24, 2016, pursuant to Chapter 334, Local Government Code (the "Act") the City Council of the City of Arlington, Texas (the "City") adopted a resolution (the "Resolution") designating and, subject to approval at an election, authorizing the Texas Rangers Complex Development Project as a sports and community venue project within the City of the type described and defined in Section 334.001(4)(A) of, and permitted by, the Act and described in summary form as:

A multi-purpose and multi-functional stadium, coliseum, community and entertainment venue that is planned for use for one or more professional or amateur sports events, including the professional baseball games of the "Texas Rangers", a member team of Major League Baseball, and related infrastructure, as defined in the Act.

WHEREAS, in the Resolution the Council designated the following methods of financing authorized by the Act to finance the Texas Rangers Complex Development and the maximum rate of each method:

A. A sales and use tax on retail sales and transactions within the City at a rate of one-half of one percent (0.5%) as and to the extent authorized by Subchapter D of the Act;

B. A tax at a rate not to exceed five percent (5%) on the gross rental receipts from the short-term rental in the City of a motor vehicle, as and to the extent authorized by Subchapter E of the Act;

C. A tax on the occupancy of a room in a hotel located within the City, at a rate not to exceed two percent (2%) of the price paid for such room, as and to the extent authorized by Subchapter H of the Act.

D. A tax, at a rate not to exceed three dollars ($3.00) on each parked motor vehicle parking in a parking facility of the Texas Rangers Complex Development Project, as and to the extent authorized by Subchapter G of the Act.

E. A tax on each ticket sold as admission to an event held at The Texas Rangers Complex Development Project, at a rate not to exceed ten percent (10%) of the price of the ticket sold as admission, as and to the extent authorized by Subchapter F of the Act.

WHEREAS, as required by Section 334.022 of the Act, the City sent a copy of the Resolution to the Comptroller of Public Accounts, and the Comptroller has notified the City that he has determined that the taxes called for in the Resolution would have no negative fiscal impact on State revenue; and

WHEREAS, the City Council of the City of Arlington, Texas is authorized and has determined to order an election on the question of approving the implementation of the Resolution pursuant to Section 334.024 of the Act; and

WHEREAS, the City Council hereby finds and determines that said election shall be held on a uniform election date established by Section 41.001(a) Texas Election Code, as amended, as required by Texas law; and

WHEREAS, the City Council hereby finds and declares that the meeting at which this Ordinance is considered is open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

Section 1. Findings. The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as part of the operative provisions hereof.

Section 2. Election Ordered; Date; Propositions. An election (the "Election") shall be held for and within the City on Tuesday, November 8, 2016 ("Election Day"), a uniform election date established by Section 41.001(a) of the Texas Election Code, as amended (the "Code"). At the Election the following propositions (the "Propositions") shall be submitted to the qualified voters of the City in accordance with law:

PROPOSITION NO. 1

"Authorizing the City of Arlington to provide for the planning, acquisition, establishment, development, construction and financing of the Texas Rangers Complex Development Project and related infrastructure, within the City, of the type described and

defined in Section 334.001(4)(A) of and permitted by Chapter 334 Local Government Code, as amended (the "Act"), designated by Resolution No. 16-090 (the "Resolution"), and described in summary form as a multi-purpose and multi-functional stadium, coliseum, community and entertainment venue that is planned for use for one or more professional or amateur sports events, including the professional baseball games of the "Texas Rangers" a member team of Major League Baseball and (i) to impose a parking tax, at a rate not to exceed three dollars ($3.00) on each parked motor vehicle parking in a parking facility of the Texas Rangers Complex Development Project, as and to the extent authorized by Subchapter G of the Act, (ii) to impose an admissions tax on each ticket sold as admission to an event held at the Texas Rangers Complex Development Project, at a rate not to exceed ten percent (10%) of the price of the ticket sold as admission, as and to the extent authorized by Subchapter F of the Act; (iii) to authorize the use of the existing hotel occupancy tax on the occupancy of a room in a hotel located within the City, at a rate not to exceed two percent (2%) of the price paid for such room as and to the extent authorized by Subchapter H of the Act and if approved the maximum hotel occupancy tax rate imposed from all sources in the City would be 15%; (iv) to authorize the use of the existing sales and use tax within the City at a rate of one-half of one percent (0.5%), as and to the extent authorized by Subchapter D of the Act; and (v) to authorize the use of the existing motor vehicle short-term rental tax at a maximum rate of five percent (5%) on the gross rental receipts from the short-term rental in the City of a motor vehicle, as and to the extent authorized by Subchapter E of the Act, for the purpose of financing the Texas Rangers Complex Development and approving the Resolution."

Section 3. Official Ballot. The Proposition shall be set forth substantially in the following form, so as to permit the voters to vote "FOR" or "AGAINST" the Proposition, which shall be set forth on the ballots in substantially the following form:

PROPOSITION NO. 1

☐ FOR
☐ AGAINST

"AUTHORIZING THE CITY OF ARLINGTON TO PROVIDE FOR THE PLANNING, ACQUISITION, ESTABLISHMENT, DEVELOPMENT, CONSTRUCTION AND FINANCING OF THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT AND RELATED INFRASTRUCTURE, WITHIN THE CITY OF THE TYPE DESCRIBED AND DEFINED IN SECTION 334.001(4)(A) OF THE LOCAL GOVERNMENT CODE AS AMENDED (THE "ACT") AND (I) TO IMPOSE A PARKING TAX, AT A RATE NOT TO EXCEED THREE DOLLARS ($3.00) ON EACH PARKED MOTOR VEHICLE PARKING IN A PARKING FACILITY OF THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT, AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER G OF THE ACT, (II) TO IMPOSE AN ADMISSIONS TAX ON EACH TICKET SOLD AS ADMISSION TO AN EVENT HELD AT THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT, AT A RATE NOT TO EXCEED TEN PERCENT (10%) OF THE PRICE OF THE TICKET SOLD AS ADMISSION, AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER F OF THE ACT; (III) TO AUTHORIZE THE USE OF THE EXISTING HOTEL OCCUPANCY TAX ON THE OCCUPANCY

OF A ROOM IN A HOTEL LOCATED WITHIN THE CITY, AT A RATE NOT TO EXCEED TWO PERCENT (2%) OF THE PRICE PAID FOR SUCH ROOM AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER H OF THE ACT AND IF APPROVED THE MAXIMUM HOTEL OCCUPANCY TAX RATE IMPOSED FROM ALL SOURCES IN THE CITY WOULD BE 15%; (IV) TO AUTHORIZE THE USE OF THE EXISTING SALES AND USE TAX WITHIN THE CITY AT A RATE OF ONE-HALF OF ONE PERCENT (0.5%), AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER D OF THE ACT; AND (V) TO AUTHORIZE THE USE OF THE EXISTING MOTOR VEHICLE SHORT-TERM RENTAL TAX AT A MAXIMUM RATE OF FIVE PERCENT (5%) ON THE GROSS RENTAL RECEIPTS FROM THE SHORT-TERM RENTAL IN THE CITY OF A MOTOR VEHICLE, AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER E OF THE ACT."

Section 4. Use of Existing Taxes. If Proposition No. 1 is approved by the voters, the existing Hotel Occupancy Tax, Motor Vehicle Short-Term Rental Tax and Sales Tax collected under the Act are intended to be used for Texas Rangers Complex Development Project as stated herein in addition to being used for the previously approved Dallas Cowboys Complex Development Project.

Section 5. Persons Qualified to Vote. All resident, qualified electors of the City shall be eligible to vote at the Election.

Section 6. Election Precincts, Voting Locations and Voting Hours on Election Date. The voting precincts for the Election are hereby designated to be those municipal voting precincts identified by their respective county precinct numbers as determined by the Elections Administrator. Such locations incorporated herein by reference for all purposes; provided, however, such times and locations may be changed if so directed by the Elections Administrator without further action of the City Council. The Elections Administrator of Tarrant County is hereby authorized and directed to make such changes in polling locations as may be necessary for the proper conduct of the Election. Each polling place shall be open from 7:00 a.m. to 7:00 p.m. on the date of the Election.

Section 7. Early Voting Locations, Dates and Times. (a) The Elections Administrator of Tarrant County is hereby appointed as Early Voting Clerk for the election. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting. Early voting by mail shall be conducted in conformance with the requirements of the Code. The main early voting polling place is hereby designated to be the Tarrant County Elections Center, 2700 Premier St., Fort Worth, Texas 76111. Ballot applications and ballots voted by mail shall be sent to: Tarrant County Elections Center, P.O. Box 961011, Fort Worth, Texas 76161-0011. The Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Code. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location

listed above, such location may be changed or additional early voting locations may be added by the Elections Administrator, without further action of the City Council, as is necessary for the proper conduct of the Election.

(b) In addition to the main early voting polling location, City of Arlington voters may vote at all early voting polling locations as designated and maintained by Tarrant County throughout the County such locations as listed in Exhibit A attached hereto, as may be modified by the Elections Administrator without further action of the City Council.

(c) Early voting by personal appearance shall begin on Monday, October 24, 2016, and shall end at 7:00 p.m. on Friday, November 4, 2016, with the voting times to be as follows:

October 24 (Monday through Friday) - October 28	8:00 AM – 5:00 PM
October 29 (Saturday)	7:00 AM – 7:00 PM
October 30 (Sunday)	11:00 AM – 4:00 PM
October 31 (Monday through Friday) - November 4	7:00 AM – 7:00 PM

Section 8. Notice of Election. Notice of the Election shall be given by: (i) publishing a substantial copy of this Ordinance, in English and Spanish, not earlier than the thirtieth (30th) day nor later than the fourteenth (14th) day prior to the date set for the Election, in a newspaper published in the City, (ii) posting a copy of this Ordinance, in English and Spanish at the City Hall on the bulletin board used for posting notices of the meetings of the City Council and at three (3) other public places within the boundaries of the City, not later than the twenty-first (21st) day prior to the date set for the Election and (iii) posting a copy of this Ordinance, in English and Spanish, on the City's website, prominently and together with the notice of the Election and the contents of the Proposition, not later than the twenty-first (21st) day prior to the date set for the Election through Election Day. Additionally, on Election Day and during early voting by personal appearance, this Ordinance shall be posted in a prominent location at each polling place. Notice of the Election shall also be provided to the County Clerk of Tarrant County, Texas and the Tarrant County Voter Registrar not later than the 60th day before the Election Day.

Section 9. Conduct of Election. (a) The Election shall be conducted in accordance with the Code under the jurisdiction of the Tarrant County Elections Department (the "Elections Administrator") pursuant to an Election Services Contract (the "Contract") by and among Tarrant County Elections Department, the City and other participating entities, if any, described in the Contract. The City Manager or the City Manager's designee is authorized to amend or supplement the Contract to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Elections Administrator.

(b) Election judges, alternate judges and clerks shall be paid, as determined by the Elections Administrator, for their service in the Election.

(c) E-slate, a Direct Record Electronic (DRE) System shall be used for early voting by personal appearance, and paper ballots, which are optically scanned, shall be used for early voting by mail. In the November 8, 2016 election, the Elections Administrator shall cause paper ballots, which are optically scanned, to be prepared in the form of the ballot prescribed below, being in both English and Spanish, and shall furnish election officials said ballots, in such form, together with any other forms or blanks, in accordance with the Charter of the City of Arlington, Texas, the Constitution and laws of the State of Texas and the Voting Rights Act of 1965, and any amendments thereto, insofar as same are applicable. E-Slate, a Direct Record Electronic (DRE) System shall be provided and used at each polling location on Election Day.

(d) The holding of the Election shall be in compliance with the Code except as modified by other applicable provisions of law.

(e) The election officers shall make returns for the Election in the manner required by law, and the ballots that are properly marked in conformance with the provisions of the Code for votes cast both during the period of early voting and on the day of the Election shall be counted in the manner required by law.

Section 10. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney and bond counsel, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including making changes or additions to polling places or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 11. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 12. Effective Date. This Ordinance shall take effect immediately upon adoption.

Exhibit 2

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

[SEAL]

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By:_____

Signature Page for Ordinance Calling Election

EXHIBIT A

Exhibit 2

TARRANT COUNTY EARLY VOTING

(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)

NOVEMBER 8, 2016

(8 DE NOVIEMBRE DE 2016)

JOINT GENERAL AND SPECIAL ELECTIONS

(ELECCIÓNES GENERALES CONJUNTAS Y ESPECIALES)

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS

(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)

October 24(Monday through Friday)- October 28	8:00 AM – 5:00 PM
October 29 (Saturday)	7:00 AM – 7:00 PM
October 30 (Sunday)	11:00 AM – 4:00 PM
October 31 (Monday through Friday) - November 4	7:00 AM – 7:00 PM

	Location *(Ubicación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus *EMB - C Portable Building*	2100 Southeast Parkway	Arlington	76018
7	B J Clark Annex *Room 4*	603 Southeast Parkway	Azle	76020
8	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
9	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
10	Colleyville City Hall	100 Main Street	Colleyville	76034
11	Crowley Community Center	900 E Glendale Street	Crowley	76036
12	Euless Public Library	201 N Ector Drive	Euless	76039
13	Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
14	All Saints Catholic Church Parish Hall	200 NW 20th Street	Fort Worth	76164
15	Diamond Hill/Jarvis Library	1300 NE 35th Street	Fort Worth	76106
16	Griffin Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
17	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
18	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
19	JPS Health Center Viola M. Pitts/Como *Lower Level – Suite 100*	4701 Bryant Irvin Road N	Fort Worth	76107
20	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
21	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
22	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
23	Tarrant County Election Center Main Early Voting Site (Principal sitio de votación adelantada)	2700 Premier Street	Fort Worth	76111
24	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
25	Villages of Woodland Springs Amenity Center	12209 Timberland Boulevard	Fort Worth	76244

Exhibit 2

TARRANT COUNTY EARLY VOTING

(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)

NOVEMBER 8, 2016

(8 DE NOVIEMBRE DE 2016)

JOINT GENERAL AND SPECIAL ELECTIONS

(ELECCIÓNES GENERALES CONJUNTAS Y ESPECIALES)

	Location *(Ubicación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
26	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
27	Godley ISD Administration Building	313 N Pearson Street	Godley	76004
28	Asia Times Square	2615 W Pioneer Parkway (Corner Pioneer Pkwy and Great Southwest Pkwy)	Grand Prairie	75051
29	Lake Park Operations Center	5610 Lake Ridge Parkway	Grand Prairie	75052
30	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
32	Hurst Recreation Center	700 Mary Drive	Hurst	76053
33	Northeast Sub-Courthouse Community Room	645 Grapevine Highway	Hurst	76054
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
35	Kennedale Community Center	316 W 3rd Street	Kennedale	76060
36	Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
38	Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
39	Richland Hills Community Center	3204 Diana Drive	Richland Hills	76118
40	Eagle Mountain-Saginaw ISD Administration Building 6 – Training Room	1200 Old Decatur Road	Saginaw	76179
41	Southlake Town Hall	1400 Main Street	Southlake	76092
42	White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

TEMPORARY BRANCH EARLY VOTING LOCATIONS

NOVEMBER 8, 2016

JOINT GENERAL AND SPECIAL ELECTIONS

UTA – University of Texas at Arlington Maverick Activities Center	500 W. Nedderman Drive	Arlington	76019

Application for a Ballot by Mail may be downloaded from our website: www.tarrantcounty.com/elections
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): www.tarrantcounty.com/elections

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)

Exhibit 2

TARRANT COUNTY EARLY VOTING

(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)

NOVEMBER 8, 2016

(8 DE NOVIEMBRE DE 2016)

JOINT GENERAL AND SPECIAL ELECTIONS

(ELECCIÓNES GENERALES CONJUNTAS Y ESPECIALES)

Applications for a Ballot by Mail may be submitted between_____, 2016 and _____, 2016 by mail, fax or email to:

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el _____ de 2016 y _____ de 2016 por correo, fax o email a):

Early Voting Clerk *(Secretario De Votación Adelantada)*
PO Box 961011
Fort Worth TX 76161-0011

Fax: 817-831-6118
Email: www.votebymail@tarrantcounty.com

Exhibit 2

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION

(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

2600	W. M. Green Elementary School (1149 key precinct, not in Arlington) 4612 David Strickland Road Fort Worth, Texas 76119
1211	Sunrise-McMillian Elementary School 3409 Stalcup Road Fort Worth, Texas 76119
1463, 2467	Shepherd of Life Lutheran Church 715 East Lamar Boulevard Arlington, Texas 76011
1489	Bill J. Elliott Elementary School 2501 Cooks Lane Fort Worth, Texas 76120
2003, 1605, 2303, 2606	Berta May Pope Elementary School 901 Chestnut Drive Arlington, Texas 76012
2007, 2505	Southwest Bra**n**ch Library 3311 Southwest Green Oaks Boulevard Arlington, Texas 76017
2026, 2670	W. R. Wimbish Elementary School 1601 Wright Street Arlington, Texas 76012
2027, 2002, 2461, 2675	Atherton Elementary School 2101 Overbrook Drive Arlington, Texas 76014
2028, 2358, 2506	Truett Boles Junior High School 3900 Southwest Green Oaks Boulevard Arlington, Texas 76017
2031, 2613	Timberview High School 7700 South Watson Road Arlington, Texas 76002
2052	Ruby Ray Swift Elementary School 1101 South Fielder Road Arlington, Texas 76013
2055, 1380, 1631	Sherrod Elementary School 2626 Lincoln Drive Arlington, Texas 76006
2100	Meadowbrook Recreation Center 1400 Dugan Street Arlington, Texas 76010
2143, 2403	Louise Blanton Elementary School 1900 South Collins Street Arlington, Texas 76010
2145, 2673	Veda Knox Elementary School 2315 Stonegate Street Arlington, Texas 76010
2147, 2401, 2451	Fielder Church Annex 1333 West Pioneer Parkway Arlington, Texas 76013
2274, 2561, 2616	Myrtice and Curtis Larson Elementary School (2158 key precinct, not in Arlington) 2620 Avenue K Grand Prairie, Texas 75050
2161	Tarrant County Sub-Courthouse in Arlington 700 East Abram Street Arlington, Texas 76010
2168, 2513	South Davis Elementary School 2001 South Davis Drive Arlington, Texas 76013
2169, 2134, 2263, 2569	City of Arlington Senior Center 2015 Craig Hanking Drive Arlington, Texas 76010
2171, 2310	Woodland West Church of Christ 3101 West Park Row Arlington, Texas 76013
2174	Key Elementary School 3621 Roosevelt Drive Arlington, Texas 76016
2402	UAW Local #276 (2180 key precinct, not in Arlington) 2505 W.E. Roberts Street Grand Prairie, Texas 75051
2181	Westminster Presbyterian Church 1330 South Fielder Road Arlington, Texas 76013
2190, 2148, 2655,	John Webb Elementary School

Exhibit 2

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION

(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

2656, 2657	1200 North Cooper Street Arlington, Texas 76011

Exhibit 2

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION

(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

2205	Bailey Junior High School 2411 Winewood Lane Arlington, Texas 76013
2210	Myrtle Thornton Elementary School 2301 East Park Row Drive Arlington, Texas 76010
2217, 2058	St. Stephen United Methodist Church 1800 West Randol Mill Road Arlington, Texas 76012
2219	Miller Elementary School 6401 West Pleasant Ridge Road Arlington, Texas 76016
2220, 1514	Arlington First Church of the Nazarene 1301 West Green Oaks Boulevard Arlington, Texas 76013
2224, 1442	Elzie Odom Athletic Center 1601 Northeast Green Oaks Boulevard Arlington, Texas 76006
2225, 2428	Beth Anderson Elementary School 1101 Timberlake Drive Arlington, Texas 76010
2226, 2269, 2658	Bob Duncan Center 2800 South Center Street Arlington, Texas 76014
2228, 1420, 1607	Shackelford Junior High School 2000 North Fielder Road Arlington, Texas 76012
2229	Beatrice Short Elementary School 2000 California Lane Arlington, Texas 76015
2235, 2659	Ethel Goodman Elementary School 1400 Rebecca Lane Arlington, Texas 76014
2246	Butler Elementary School 2121 Margaret Drive Arlington, Texas 76012
2262	New Hope Baptist Church 6765 Dick Price Road Mansfield, Texas 76063
2267	Foster Elementary School 1025 High Point Road Arlington, Texas 76015
2268	Workman Junior High School 701 East Arbrook Boulevard Arlington, Texas 76014
2280	Interlochen Health and Rehabilitation Center 2645 West Randol Mill Road Arlington, Texas 76012
2281	Jones Academy 2001 Van Buren Drive Arlington, Texas 76011
2305, 2425	Kennedale High School 901 Wildcat Way Kennedale, Texas 76060
2306, 2521	Cliff Nelson Recreation Center 4600 West Bardin Road Arlington, Texas 76017
2309, 2660	Prince of Peace Church 1701 Martin Luther Drive Arlington, Texas 76010
2313	Jason B. Little Elementary School 3721 Little Road Arlington, Texas 76016
2314, 2266, 2468	Charles W. Young Junior High School 3200 Woodside Drive Arlington, Texas 76016
2316, 1441, 1564, 2315	Northeast Branch Library 1905 Brown Boulevard Arlington, Texas 76006
2317	Lamar High School 1400 Lamar Boulevard West Arlington, Texas 76012
2318	Gunn Junior High School 3000 South Fielder Road Arlington, Texas 76015
2319, 2464	Ruth Ditto Elementary School 3001 Quail Lane Arlington, Texas 76016
2320, 2302, 2393	Mayfield Road Baptist Church 1701 East Mayfield Road Arlington, Texas 76014
2356, 2304	The Church on Rush Creek

Exhibit 2

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION

(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

	2350 Southwest Green Oaks Boulevard Arlington, Texas 76017
2357	Donna Shepard Intermediate School 1280 FM Road 1187 Mansfield, Texas 76063
2381	J. M. Farrell Elementary School 3410 Paladium Drive Grand Prairie, Texas 75052
2383	New Life Fellowship 201 East Sublett Road Arlington, Texas 76018
2438	Cross Point Church of Christ 3020 West Bardin Road Grand Prairie, Texas 75052
2448, 2353	Southeast Branch Library 900 Southeast Green Oaks Boulevard Arlington, Texas 76018
2449	St. Andrews United Methodist Church 2045 Southeast Green Oaks Boulevard Arlington, Texas 76018
2450	Alpha International Seventh-day Adventist Church 6000 South Collins Street Arlington, Texas 76018
2462, 2581	Kenneth Davis Elementary School 900 Eden Road Arlington, Texas 76001
2474, 2029	Kennedale Community Center 316 West 3rd Street Kennedale, Texas 76060
2519, 2030	City of Arlington South Service Center 1100 Southwest Green Oaks Boulevard Arlington, Texas 76017
2520	Pleasant Ridge Church of Christ 6102 West Pleasant Ridge Road Arlington, Texas 76016
2522	R. F. Patterson Elementary School 6621 Kelly Elliott Road Arlington, Texas 76001
2523, 2354	New York Avenue Church of Christ 5371 New York Avenue Arlington, Texas 76018
2525	D. P. Morris Elementary School 7900 Tin Cup Drive Arlington, Texas 76001
2535, 2307	T. A. Howard Middle School 7501 Calender Road Arlington, Texas 76001
2536, 2537, 2571	Dora E. Nichols Junior High School 2201 Ascension Boulevard Arlington, Texas 76006
2541, 2341, 2405	Odeal Pearcy Elementary School 601 East Harris Road Arlington, Texas 76002
2553	Grace Community Church 801 West Bardin Road Arlington, Texas 76017
2556, 2173, 2609	St. John Cumberland Presbyterian Church 6007 West Pleasant Ridge Road Arlington, Texas 76016
2557	Janet Brockett Elementary School 810 Dove Meadows Drive Arlington, Texas 76002
2635	The Community at Lake Ridge 1151 Mansfield Webb Road Arlington, Texas 76002
2645	Martha Reid Elementary School 500 Country Club Drive Arlington, Texas 76002

Exhibit 3



MASTER AGREEMENT FOR A BALLPARK COMPLEX

ARLINGTON

CITY COUNCIL WORK SESSION

05.24.2016

TEXAS RANGERS™

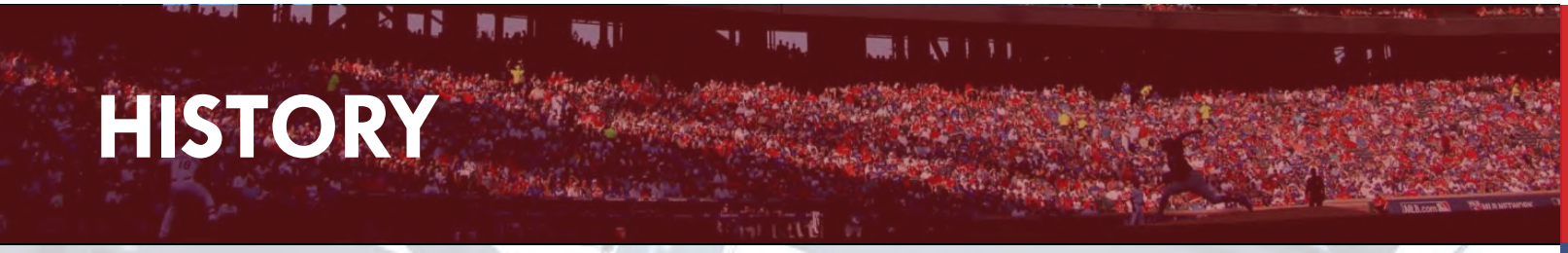
Exhibit 3


HISTORY
55 YEARS
OF ENTERTAINMENT AND TOURISM
HISTORY IN ARLINGTON

Exhibit 3



Exhibit 3



HISTORY

1961: Six Flags Over Texas opens

1972: Texas Rangers come to town

1985: Hurricane Harbor opens

1985: Arlington Convention Center opens

1994: Globe Life Park opens

1999: Arlington Convention Center expansion

2009: AT&T Stadium opens

2015: Texas Live! announced

Exhibit 3

POLICY FOUNDATION

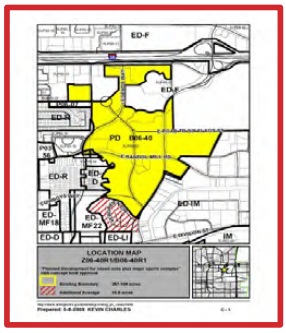
HORIZON ISSUES AND ACTIONS



Exhibit 3

POLICY FOUNDATION

2006



2007



2008

HVS

Convention Center Feasibility Study

2014

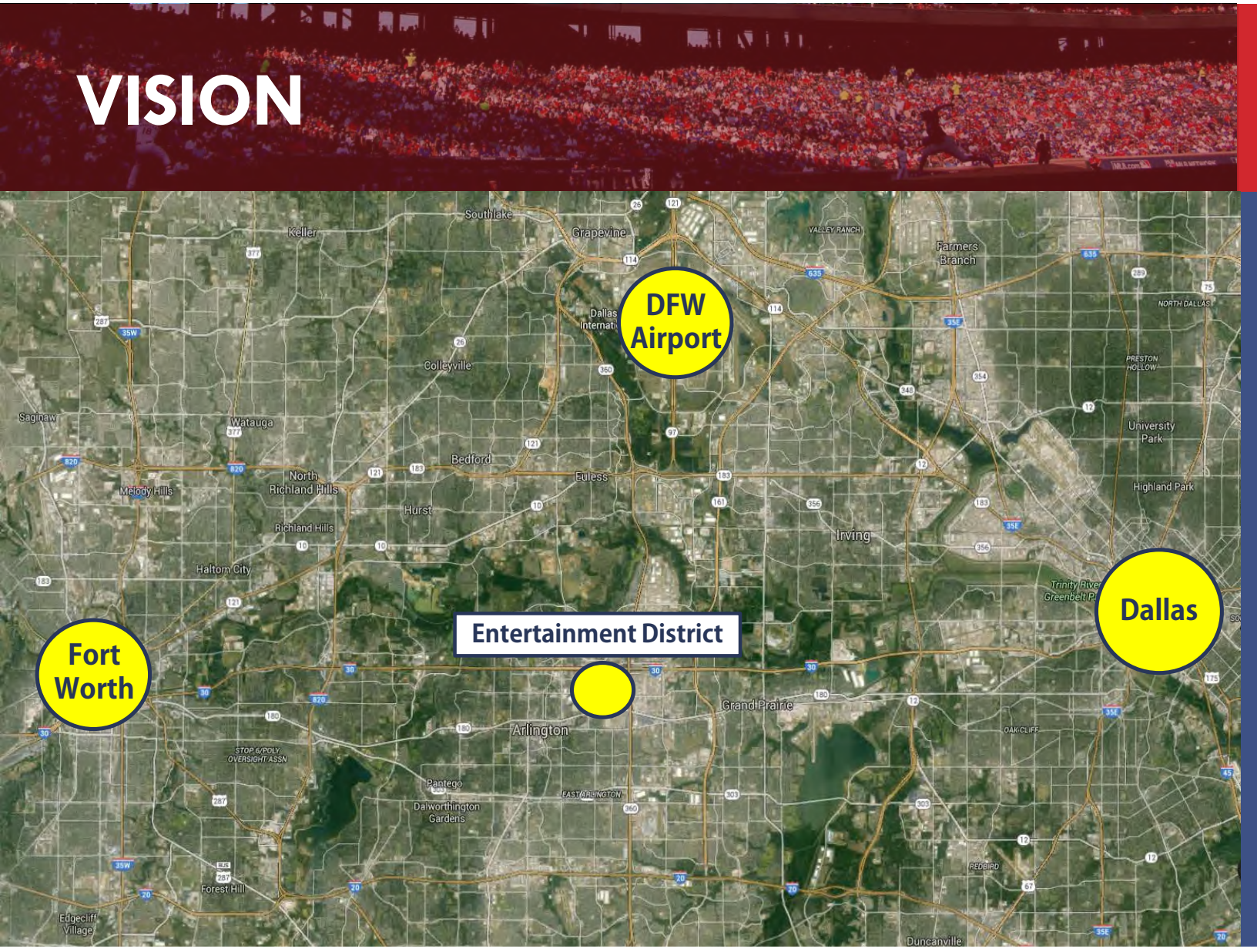


2015





Exhibit 3


VISION
DFW Airport
Entertainment District
Fort Worth
Dallas
Southlake
Grapevine
Keller
Colleyville
Saginaw
Watauga
Bedford
Euless
North Richland Hills
Hurst
Richland Hills
Haltom City
Melody Hills
Farmers Branch
Irving
Highland Park
University Park
Grand Prairie
Arlington
Pantego
Dalworthington Gardens
Forest Hill
Edgecliff Village
Duncanville

VISION

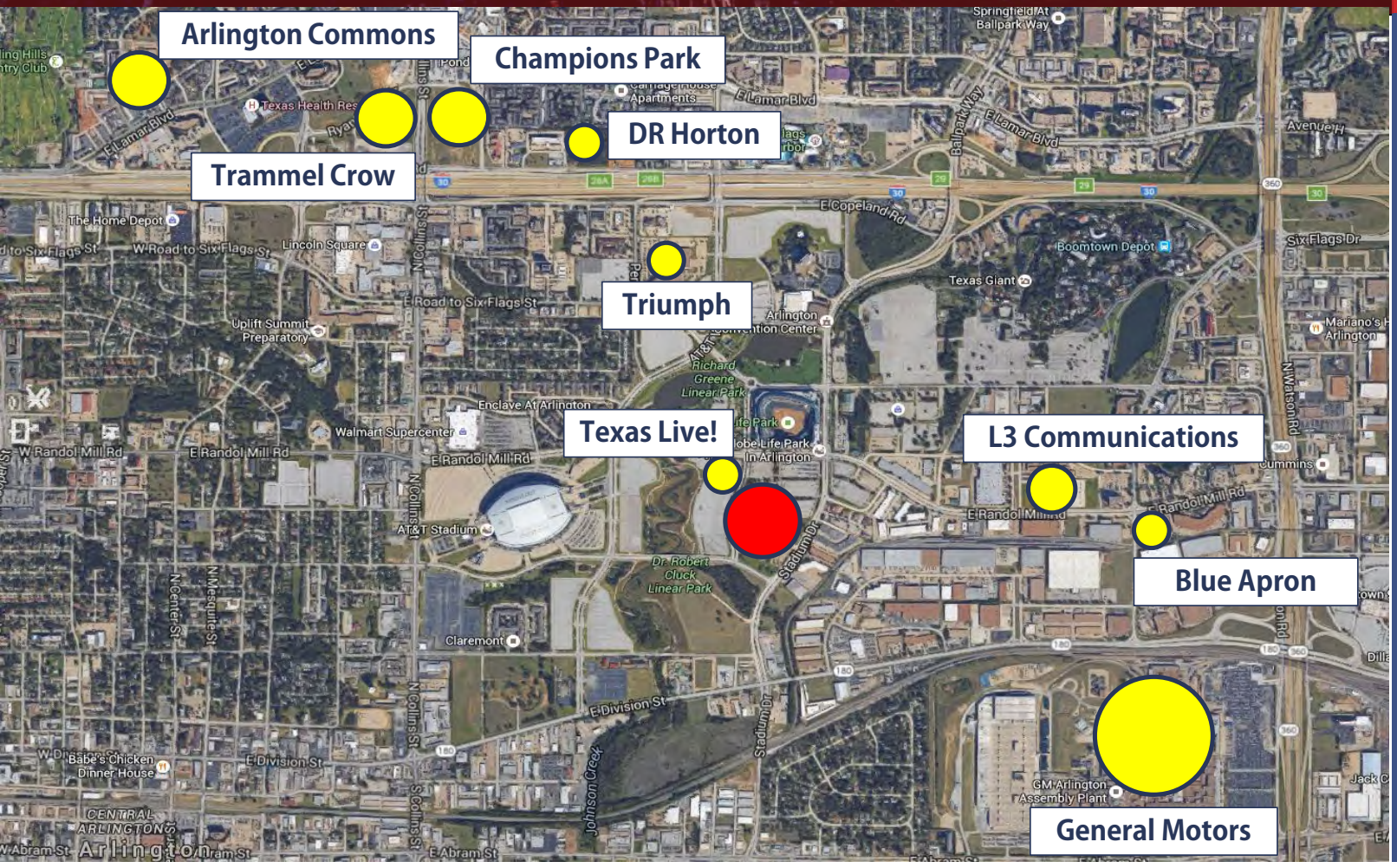

Arlington Commons
Champions Park
DR Horton
Trammel Crow
Triumph
Texas Live!
L3 Communications
Blue Apron
General Motors
E Lamar Blvd
E Road to Six Flags St
W Road to Six Flags St
E Copeland Rd
E Randol Mill Rd
W Randol Mill Rd
Six Flags Dr
Boomtown Depot
Texas Giant
Lincoln Square
The Home Depot
Uplift Summit Preparatory
Arlington Convention Center
Richard Greene Linear Park
Enclave At Arlington
Walmart Supercenter
AT&T Stadium
Dr. Robert Cluck Linear Park
Stadium Dr
Claremont
E Division St
Johnson Creek
GM Arlington Assembly Plant
Babe's Chicken Dinner House
CENTRAL ARLINGTON
Arlington
E Abram St
Ballpark Way
N Collins St
N Watson Rd
Cummins
Springfield At Ballpark Way

Exhibit 3



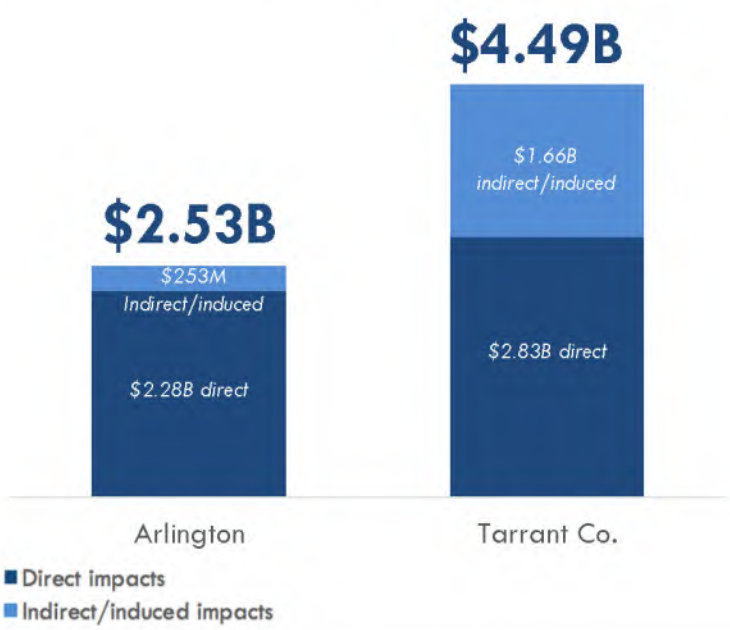
ECONOMIC IMPACT

Annual economic impacts

$77.5M
in the City of Arlington
$69.4M direct | **$8.1M** indirect/ induced

$137.6M
in Tarrant County
$86.9M direct | **$50.7M** indirect/ induced

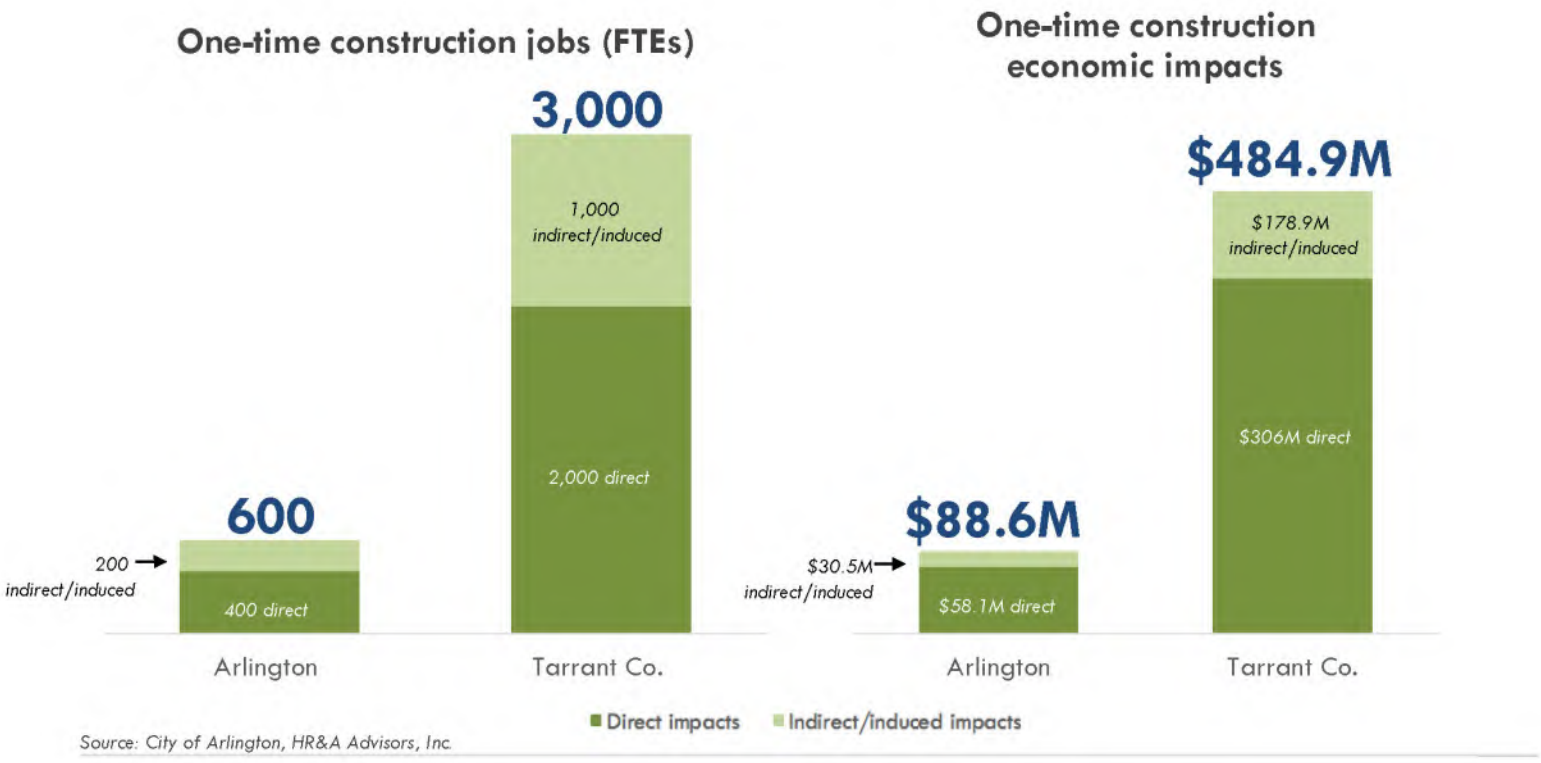
Net present value of economic output*
(2016-2054)



Source: Texas Rangers, City of Arlington, HR&A Advisors, Inc.
** Present value calculation assumes a 4% discount rate and 3% inflation.*

Exhibit 3

ECONOMIC IMPACT



Source: City of Arlington, HR&A Advisors, Inc.

STATUS OF EXISTING VENUES

- Globe Life Park completed in 1994
  - Original debt issue of $135M
  - Paid off in 2001
  - 10 years ahead of schedule

- AT&T Stadium completed in 2009
  - Original debt issue of $298M
  - At current rate of debt service, planned payoff in 2021
  - 14 years ahead of schedule

Exhibit 3

CONTEXT OF TRANSACTION

- Current Ballpark lease expires April 2024
- Rangers have expressed desire for facility with a retractable roof
- Adding retractable roof to Globe Life Park is not a viable option for the Rangers
- Optimal value to both entities to begin new ballpark sooner rather than later



SPORTS AND COMMUNITY VENUES STATUTE

- State of Texas adopted Chapter 334 of the Local Government Code: Sports and Community Venues in 1997
- Delineates clear path for governmental entities to ask voter approval for dedicated funding streams for venue projects
- Only specific funding mechanisms are allowed:
  - Up to ½ cent Sales Tax
  - 2% Hotel Occupancy Tax
  - 5% Car Rental Tax
  - Parking and Admissions Taxes for Venue Events
- Majority of these revenue streams are tourism-based
- Property Taxes will not be used to fund a proposed ballpark complex
- All land necessary for the project is assembled



ELECTION QUESTION

- **If Council calls a venue tax election for November 8, 2016, voters will be asked to extend the current venue taxes, at current rates, forward for a new ballpark venue**
  - **½ cent Sales Tax**
  - **2% Hotel Occupancy Tax**
  - **5% Car Rental Tax**
- **Data on VISA cardholder transactions in Arlington shows that 52% of sales to Arlington merchants are from visitors to Arlington**
- **Venue taxes are largely tourism-based taxes; our visitors pay for a large share of the venues they come to visit**

Exhibit 3

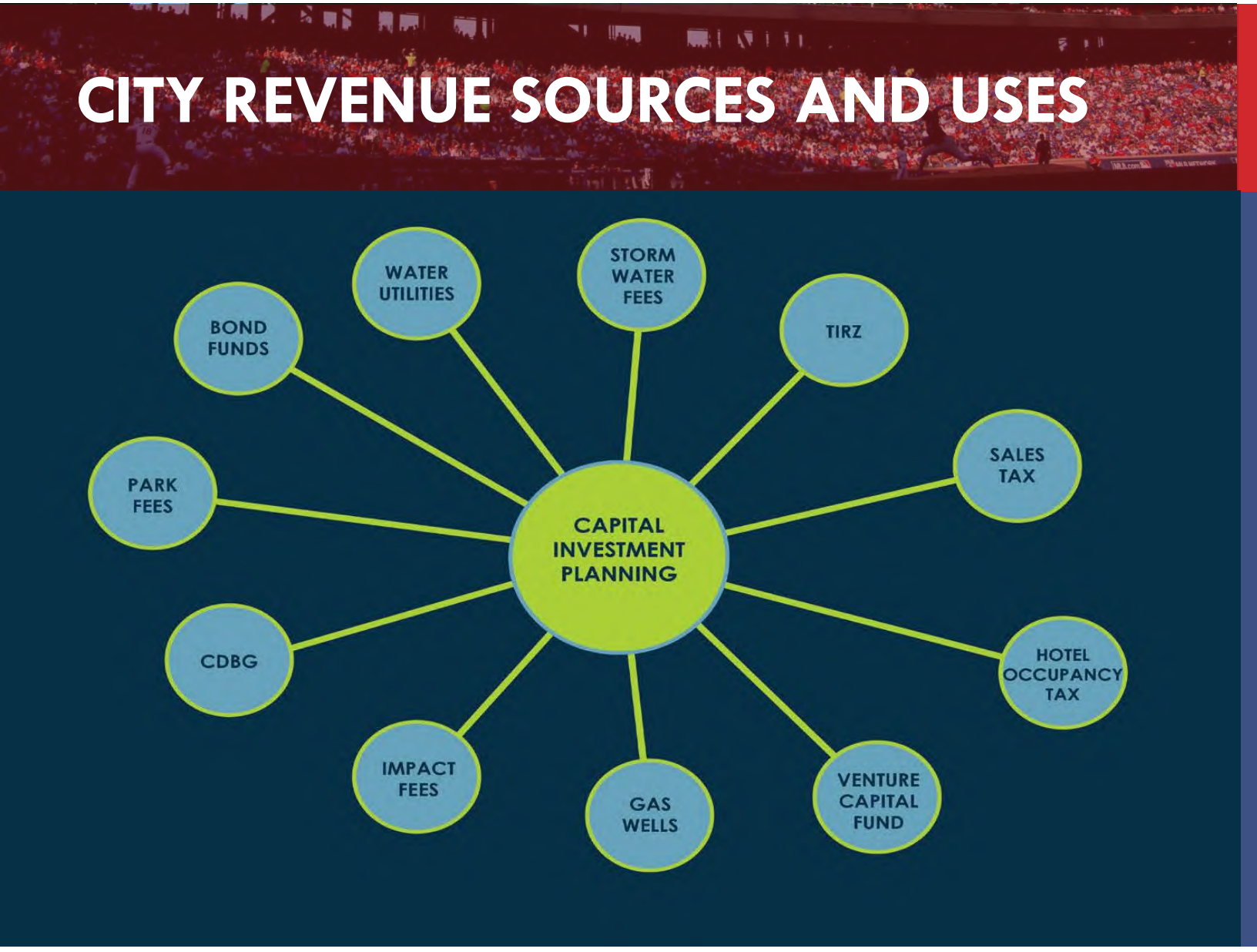
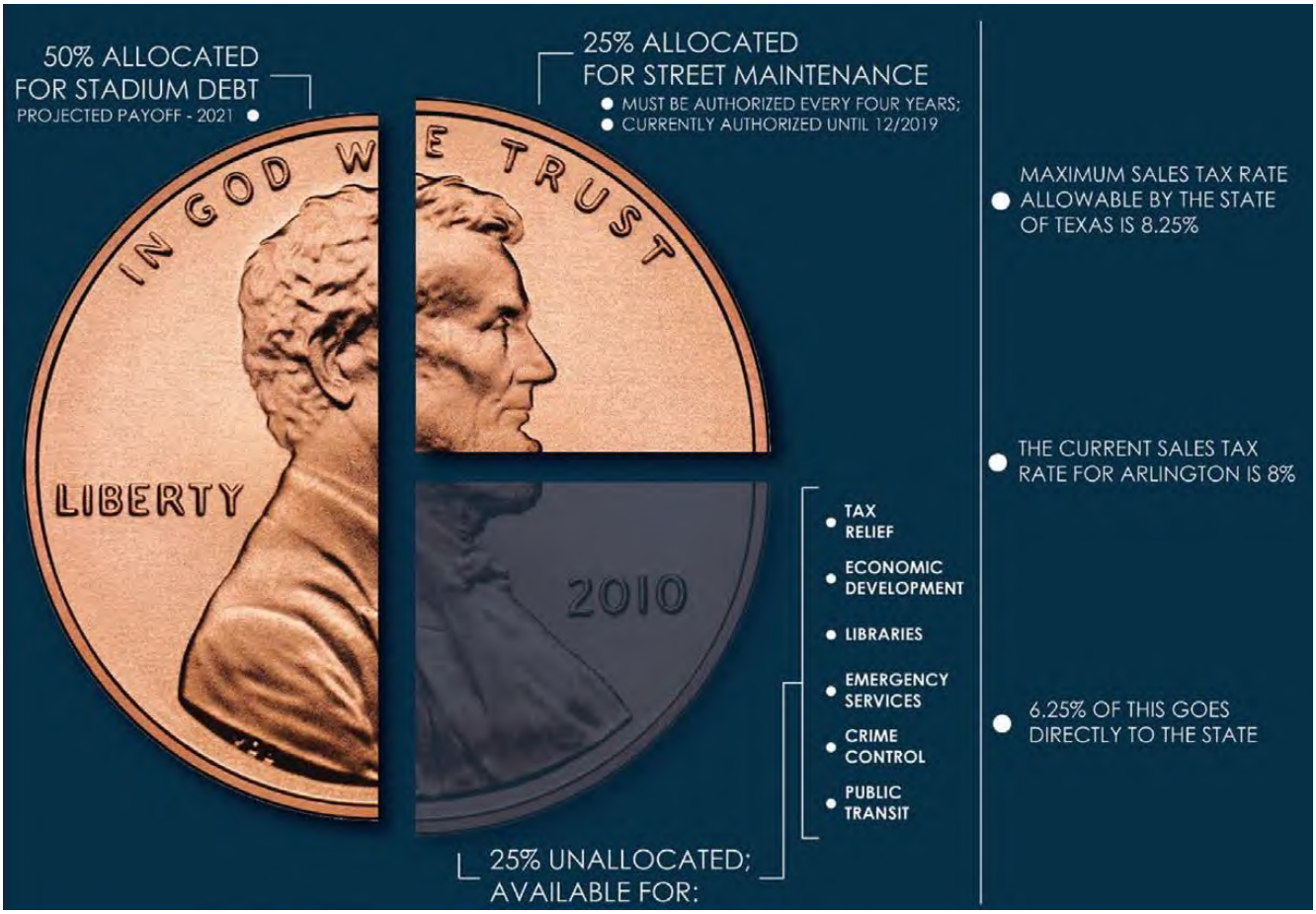
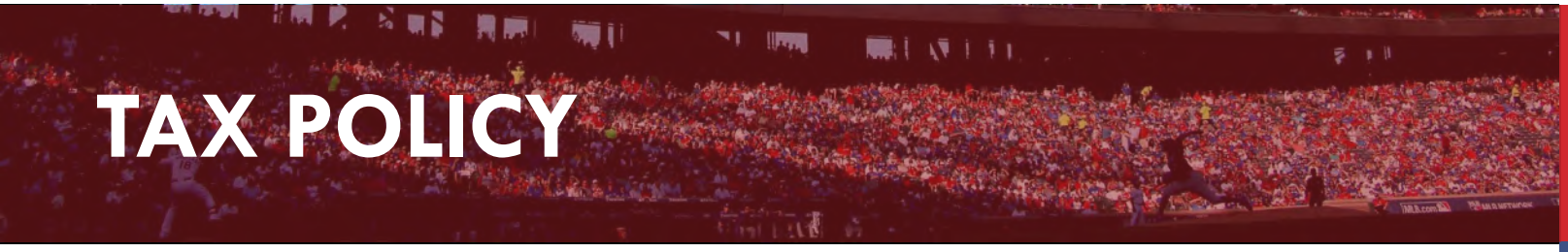

CITY REVENUE SOURCES AND USES
CAPITAL INVESTMENT PLANNING
WATER UTILITIES
STORM WATER FEES
BOND FUNDS
TIRZ
PARK FEES
SALES TAX
CDBG
HOTEL OCCUPANCY TAX
IMPACT FEES
GAS WELLS
VENTURE CAPITAL FUND

Exhibit 3

VOTER AUTHORIZED SALES TAX





TAX POLICY

- Competitive Property Tax Rate

- Homeowner Exemptions:

  - 20% General Homestead Exemption
  - $60,000 Over-65 Exemption
  - Over-65 Tax Ceiling
  - $60,000 Disabled Persons Exemption
  - Disabled Veteran Exemptions

- Business Exemptions:

  - Triple Freeport Exemption

Exhibit 3

HISTORIC INVESTMENT IN CAPITAL INFRASTRUCTURE

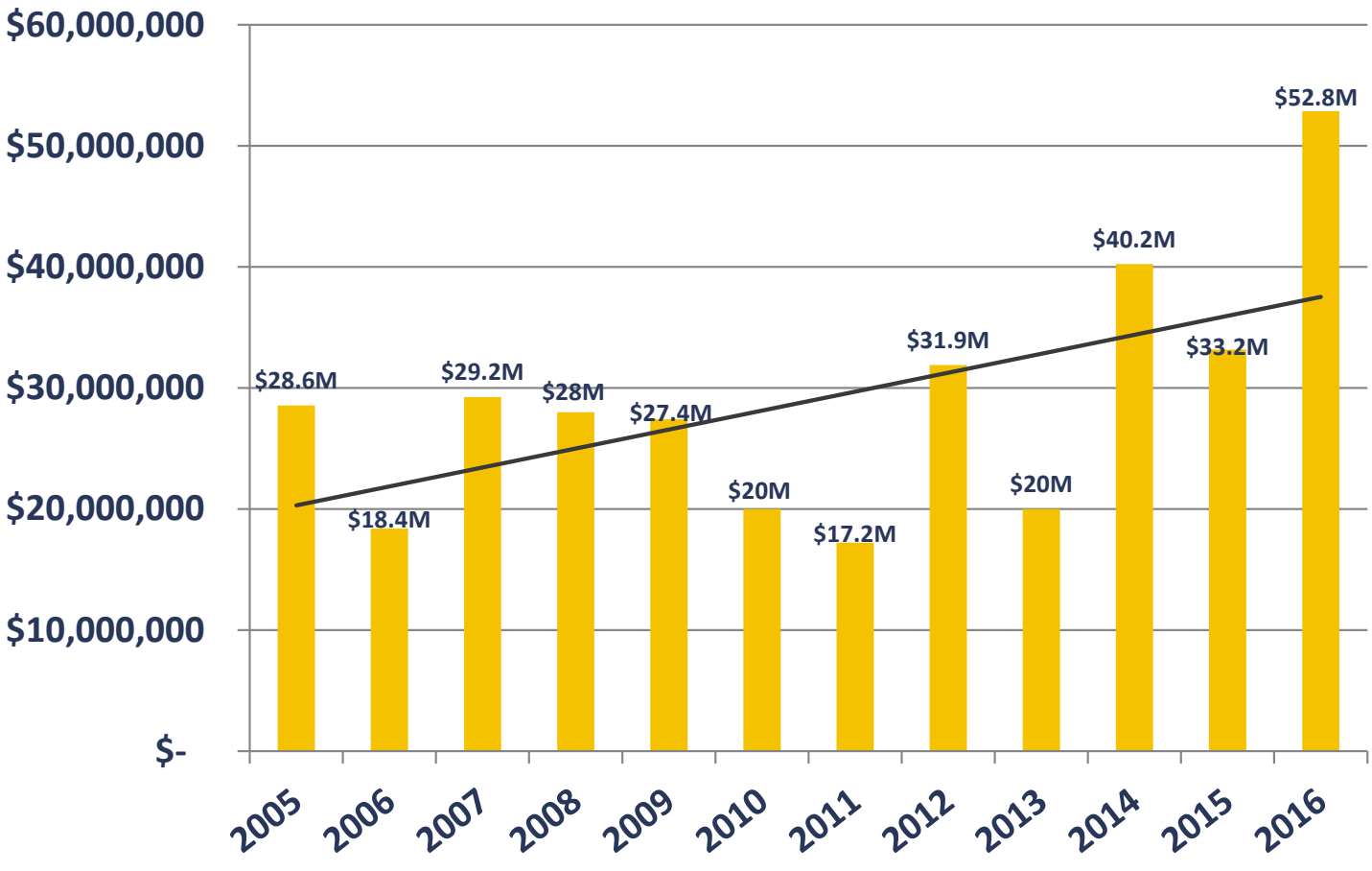


Exhibit 3

SALES TAX REVENUE TREND

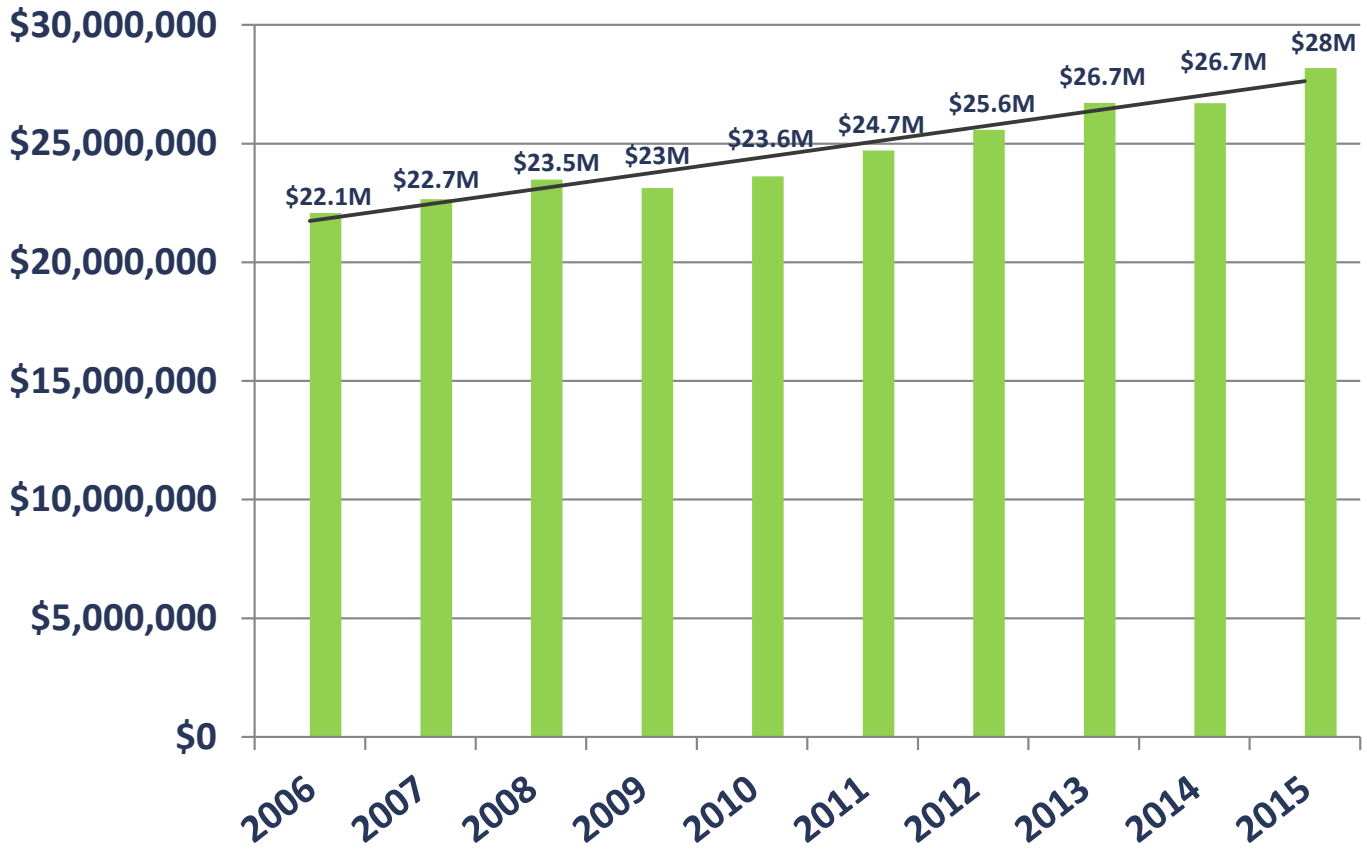


Exhibit 3

HOTEL OCCUPANCY TAX REVENUE TREND

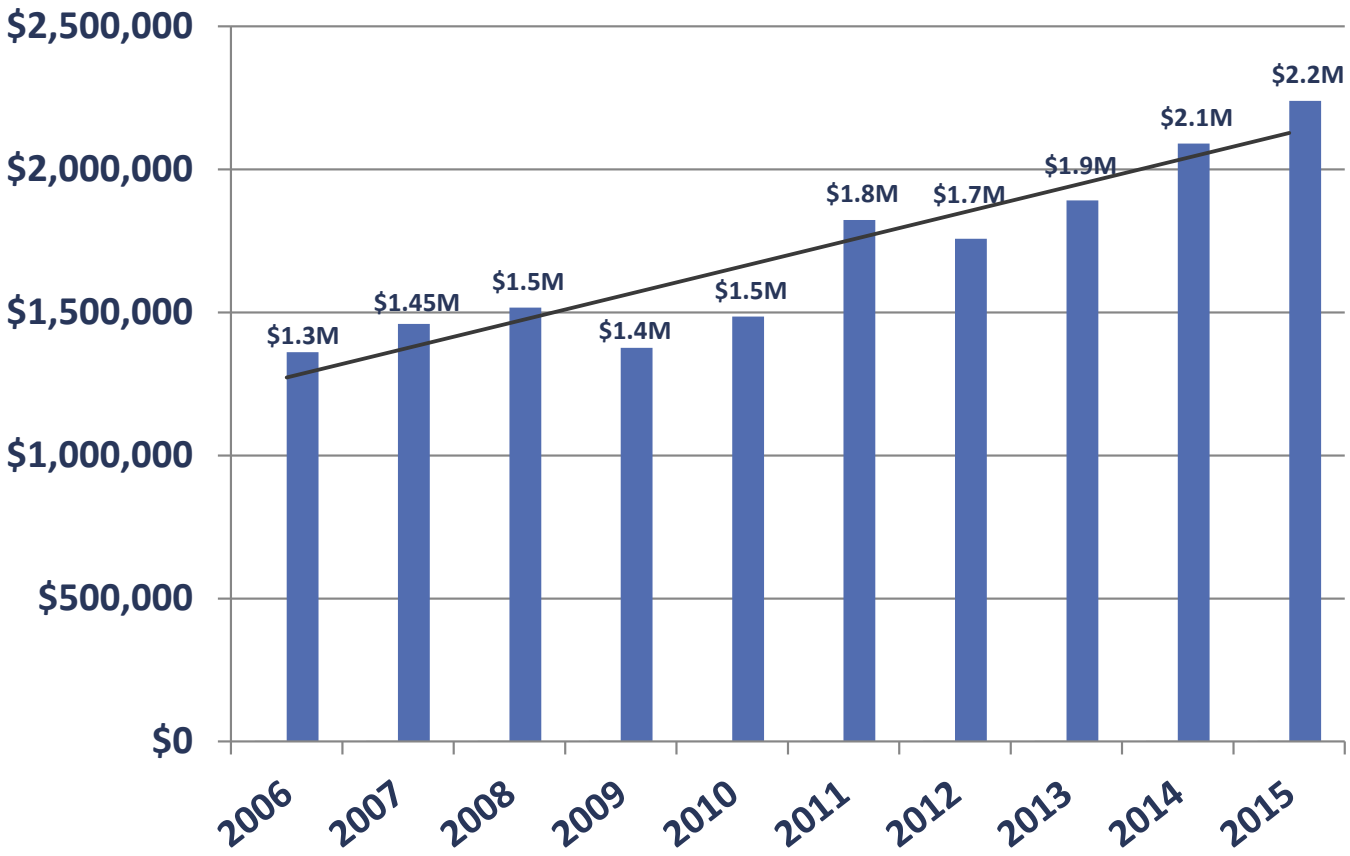
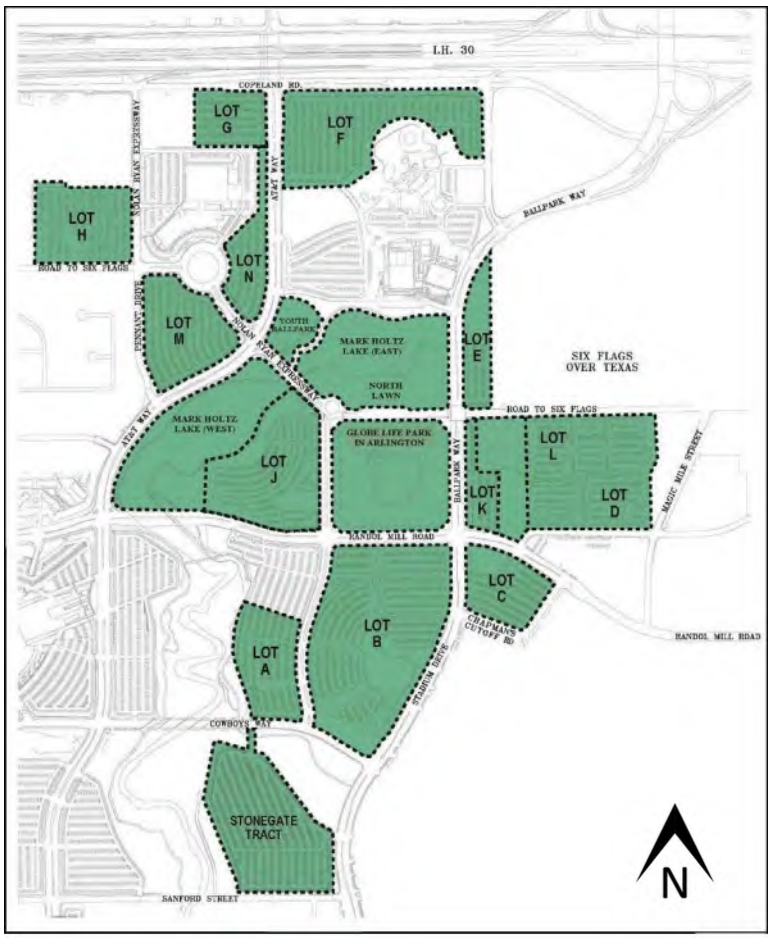
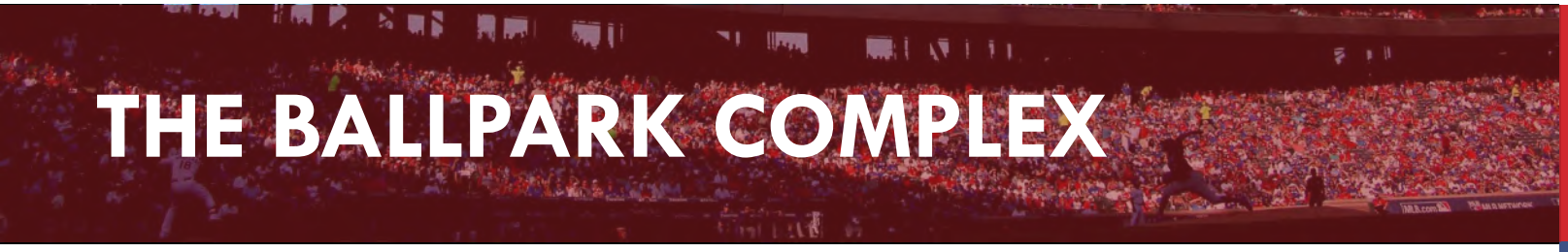


Exhibit 3

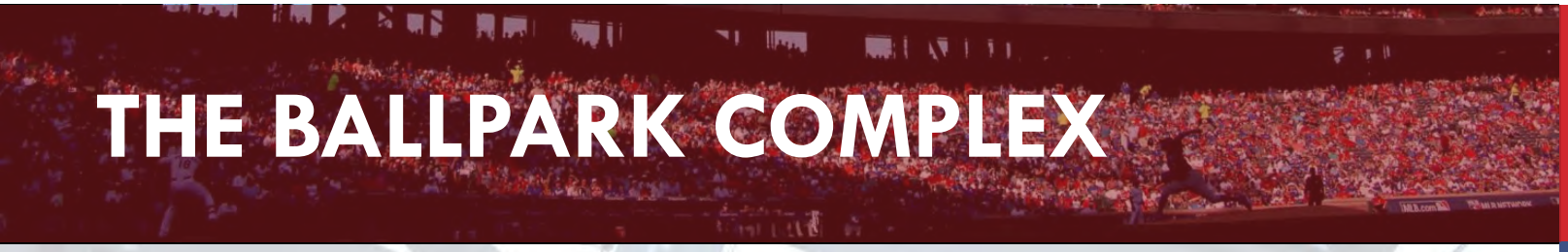
PRELIMINARY SITE MAP





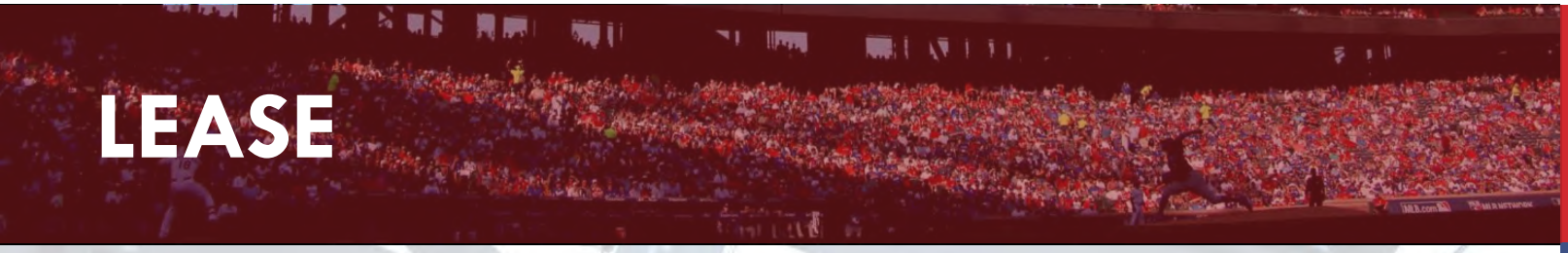
THE BALLPARK COMPLEX

- **Multi-use, indoor/outdoor, retractable-roof facility seating at least 38,000**
- **Team will execute Non-Relocation Agreement through Jan.1, 2054**
- **City will call election under Ch. 334 for voters to approve project/funding**
- **Estimated budget of $1B**
- **City will contribute no more than $500M through bond proceeds, if approved**



THE BALLPARK COMPLEX

- **Team and City will execute necessary project documents if voters authorize**
- **City shall own Ballpark Complex, Team will design and build**
- **Team shall refer to Arlington in TV and radio broadcasts, marketing materials**
- **Team shall include "Arlington" in a prominent feature of Complex**



LEASE

- **Initial Lease term of 33 years, plus 2 renewal periods of 5 years each**
- **Lease will be triple net; Team responsible for operations and maintenance**
- **Rent: $2M annually**
- **Team anticipates starting the 2020 season in the new Complex**

CITY AND TEAM CONTRIBUTION

$500M City Contribution Funded By:

- ½ Cent Sales Tax
- 2% Hotel Occupancy Tax
- 5% Car Rental Tax
- $2M Annual Rent

$500M Team Contribution Funded By:

- Private Loans
- Cash/Equity
- Parking and Ticket Tax
- Stadium Builder License Revenue



Exhibit 3

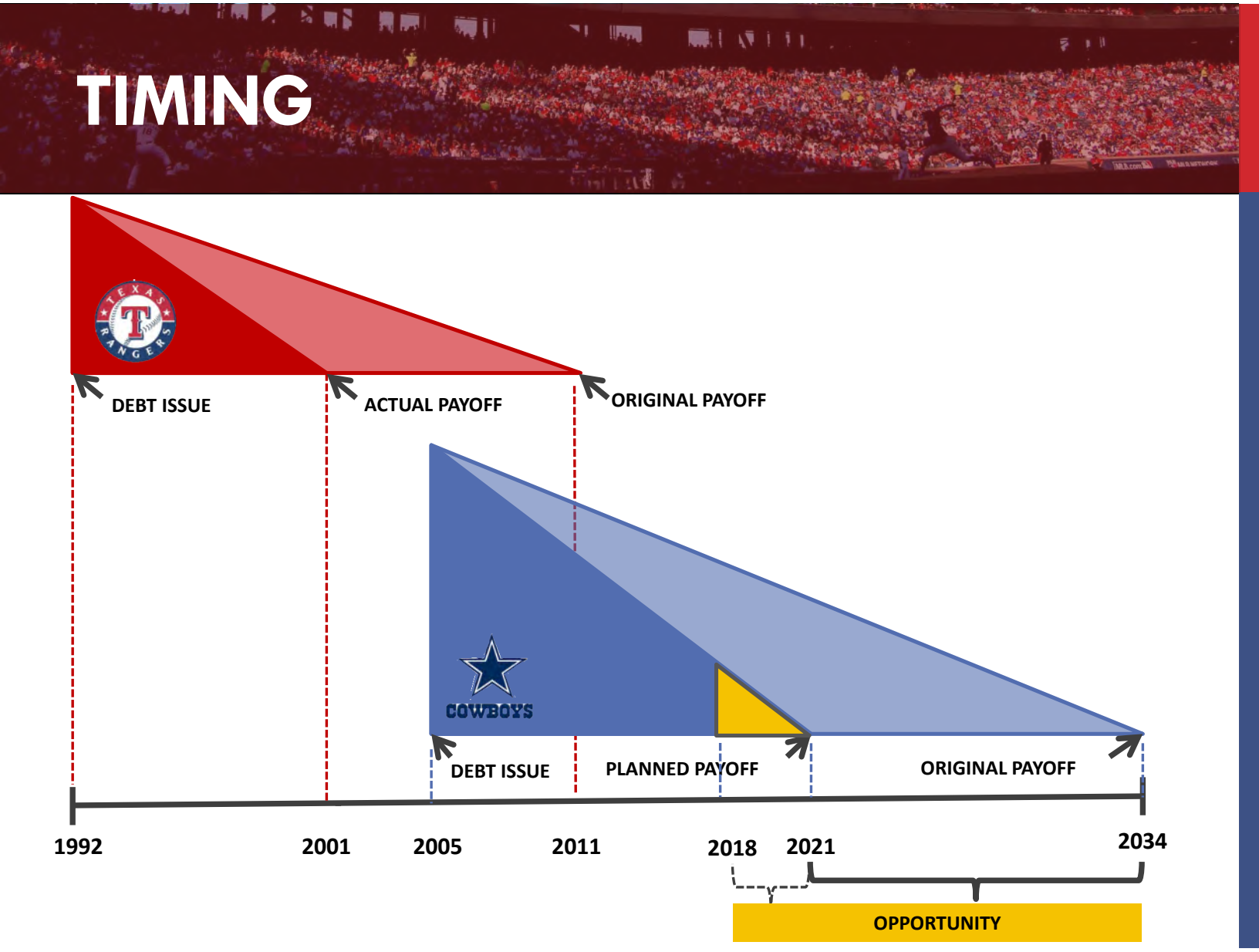

TIMING
DEBT ISSUE
ACTUAL PAYOFF
ORIGINAL PAYOFF
COWBOYS
DEBT ISSUE
PLANNED PAYOFF
ORIGINAL PAYOFF
1992
2001
2005
2011
2018
2021
2034
OPPORTUNITY

Exhibit 3

FUNDING PATH 1

If Rangers defease existing venue debt to advance the new Ballpark earlier than 2021, the City would repay the Rangers using excess tax revenue and base rent payments not necessary for City debt service on bonds for a new ballpark.

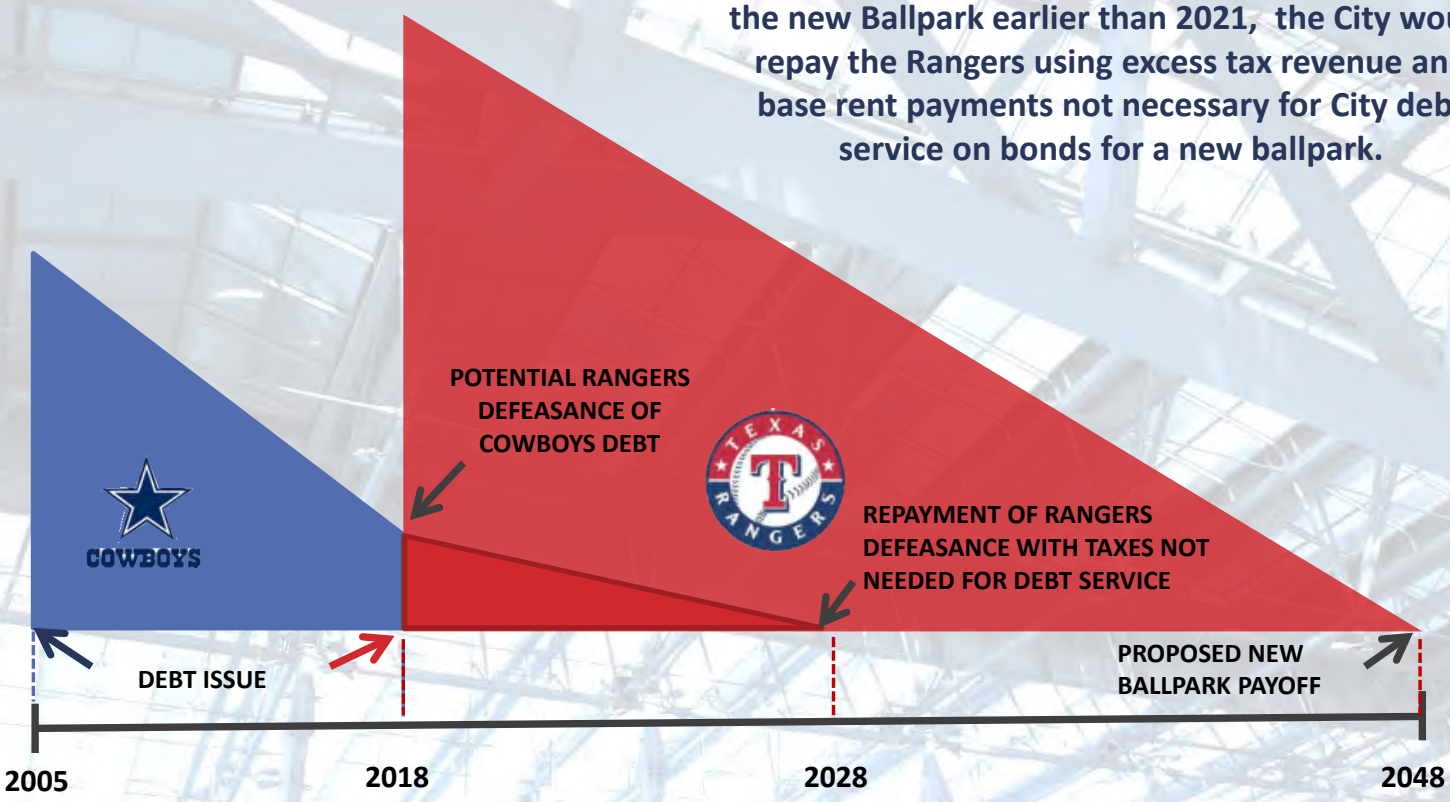
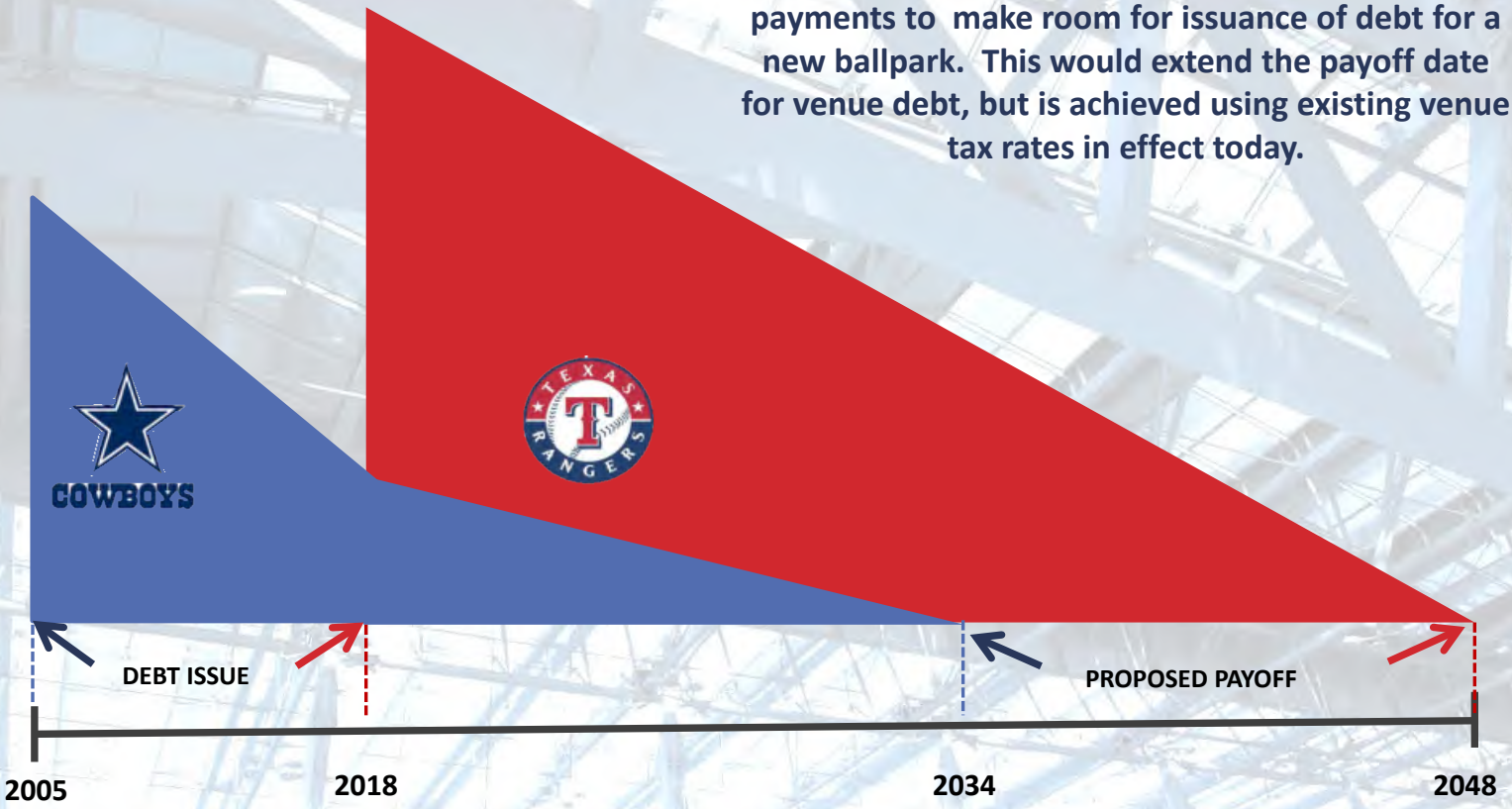
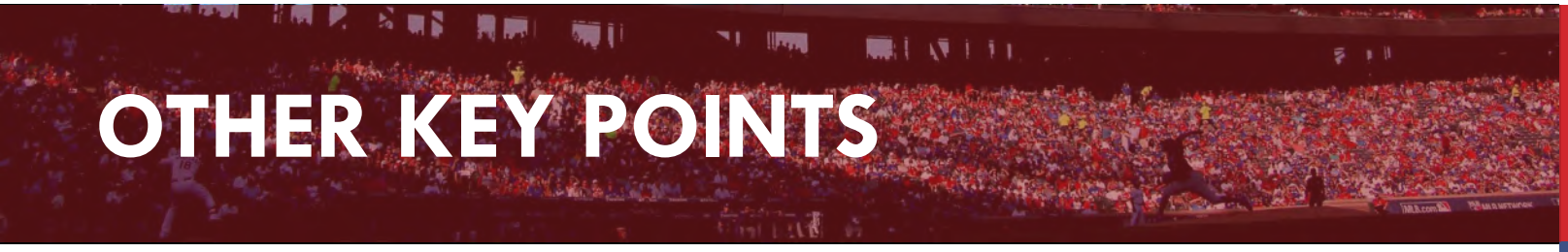


Exhibit 3

FUNDING PATH 2

Alternatively, the City can decelerate venue debt payments to make room for issuance of debt for a new ballpark. This would extend the payoff date for venue debt, but is achieved using existing venue tax rates in effect today.





OTHER KEY POINTS

- **If cost of Complex is less than $1B, Team will contribute to Entertainment District development to ensure their total investment matches the City contribution**
- **Team will host, sponsor, and participate in community events in Arlington**
- **Team will participate in Major Event Trust Fund event bids**
- **Team Headquarters will be in Arlington**
- **MWBE goal of 25% with Community Advisory Committee and Benefits Plan**
- **Team will incorporate elements into Complex to recognize contributions of former leaders**
- **Team and City will explore opportunities for repurposing portions of Globe Life Park; Team has final determination on future of structure**



PROPOSED TIMELINE

Near Term:

- **May 24, 2016: Designate Venue and Approve Master Agreement**
- **August 2, 2016: Call Venue Tax Election**
- **November 8, 2016: Election Held**

If Voters Authorize Project:

- **Early 2017: Project Documents Executed**
- **2017: Team initiates site preparation and Complex design**
- **2018: City sells bonds to fund City contribution, Team initiates construction**
- **2019: Construction Phase**
- **As early as 2020: Rangers begin season in new Complex**

RECOMMENDED ACTIONS

May 24, 2016:

- **Approve resolution designating the Texas Rangers Development Complex project as a sports and community venue project under Chapter 334 of the Texas Local Government Code**
- **Approve execution of a Master Agreement with Rangers Baseball, LLC**
- **Approve Stonegate Improvements Agreement with Ballpark Parking Partners LLC**

Exhibit 3



Exhibit 4

Staff Report

Ballpark Complex Project	
City Council Meeting Date: 05-24-16	Documents Being Considered: Resolutions

RECOMMENDATIONS

Consider a resolution designating and providing for the Texas Rangers Complex Development Project as a sports and community venue project and designating the methods of financing the Texas Rangers Complex Development Project.

Consider a resolution authorizing the execution of a Master Agreement for the Ballpark Complex Project.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

With the expiration of the current lease for Globe Life Park set to occur in April 2024, the City of Arlington and Rangers Baseball, LLC (the Team) have begun to explore options for the future of the Texas Rangers baseball franchise in Arlington.

The Team has expressed interest in a new, retractable-roof ballpark. In order to fund the public portion of financing for such a facility, the City would need to call an election for November 8, 2016 to ask the voters for approval of venue taxes for that purpose.

To call an election to allow the voters to consider approval of the Texas Rangers Complex Development Project as a sports and community venue project and methods of financing authorized under Texas Local Government Code Chapter 334, the City Council must first pass a resolution that describes the venue project and that designates the proposed methods of financing. The resolution must be submitted to the State Comptroller of Public Accounts who performs a State fiscal impact analysis based on information provided in the resolution. If the Comptroller determines that the proposed methods of financing the sports and community venue project will not have a significant negative fiscal impact on State revenue, the City Council may call an election on the proposed venue project and methods of financing.

The City and the Team have established parameters surrounding the requirements, duties, and responsibilities of each party in developing the Ballpark Complex Project. The Master Agreement will provide the foundation for the relationship between the City and the Team and the associated project documents required to develop the Ballpark Complex.
The Master Agreement contemplates that the Ballpark Complex would include a new, retractable-roof ballpark that would seat at least 38,000 and contain office space for the Team. The Team would execute a Non-Relocation Agreement that would commit the Team to play in Arlington until January 1, 2054. If voters approve the funding of the Ballpark Complex, the Team could begin playing in the new ballpark as early as the 2020 season.

The Ballpark Complex is estimated to cost $1 billion, with the City contributing no more than $500 million via proceeds from bonds backed by venue taxes and rent. Proposed venue taxes would include a half cent sales tax, a two percent hotel occupancy tax, and a five percent car rental tax. These proposed venue taxes would be collected at the same rate as they are today for the City's repayment of the outstanding AT&T Stadium bonds, so there would be no tax increase necessary to fund the Ballpark Complex. The annual rent paid for

the Ballpark Complex by the Team to the City of Arlington would be $2 million. The Team would contribute at least $500 million to the Ballpark Complex and associated elements, and would be responsible for all cost overruns.

The proposed Ballpark Complex would be built on what is now a parking lot south of Randol Mill Road and west of Stadium Drive. The City and the Team are discussing the future of the current ballpark, Globe Life Park in Arlington, with options including office development, park space, parking and a possible extension to the Texas Live! project. Ultimately, the Team will have the final decision on what to do with Globe Life Park in Arlington.

The Arlington Convention and Visitors Bureau commissioned an independent consulting group to provide an analysis of the economic impact of the Texas Rangers franchise on Arlington. HR&A Advisors found that the annual economic impact of the Rangers in a new ballpark would be $77.5 million for Arlington and $137.6 million for Tarrant County. According to HR&A's analysis, the net present value of the Rangers continued presence between 2016-2054 with a new ballpark would be $2.53 billion for Arlington and $4.49 billion for Tarrant County.

ADDITIONAL INFORMATION

Attached:	Resolution designating and providing for the Texas Rangers Complex Development Project as a sports and community venue project
	Resolution authorizing execution of Master Agreement
	Economic and Fiscal Impact Analysis of the Texas Rangers in Arlington and Tarrant County
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

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Trey.Yelverton@arlingtontx.gov

Teris Solis
City Attorney
817-459-6878
Teris.Solis@arlingtontx.gov

Exhibit 5

CITY SECRETARY'S OFFICE
ELECTION INFORMATION

NOVEMBER 8, 2016 SPECIAL ELECTION

PROPOSITION 1 - Authorizing City of Arlington to provide for the planning, acquisition, establishment, development, construction, and financing of the the Texas Rangers Complex Development Project and related infrastructure		
	VOTE TOTALS	PERCENTAGES
FOR	70,113	59.99%
AGAINST	46,754	40.01%
TOTALS	**116,867**	

Exhibit 6

Staff Report

Dallas Cowboys Lease Extension	
City Council Meeting Date: April 21, 2026	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager to execute a Master Agreement Regarding Cowboys Stadium Extension between Cowboys Stadium L.P., Dallas Cowboys Football Club, L.T.D., and the City of Arlington.

PRIOR BOARD OR COUNCIL ACTION

On February 8, 2005, the City Council approved Resolution No. 05-072 approving and authorizing the Cowboys Complex Funding and Closing Agreement and exhibits thereto, including the Lease Agreement and the Franchise Agreement effective September 1, 2005, relating to the Dallas Cowboys Complex Development Project.

On February 14, 2006, the City Council approved Resolution No. 06-039 authorizing execution of a First Amendment to the Cowboys Complex Lease Agreement relative to adding tracts of land acquired for the project.

On February 14, 2006, the City Council approved Resolution No. 06-040 authorizing execution of a Second Amendment to the Cowboys Complex Lease Agreement relative to adding additional tracts of land acquired for the project.

On October 23, 2007, the City Council approved Resolution No. 07-654 ratifying the Second Amendment approved by Resolution No. 06-040 and authorizing execution of a Third Amendment to the Cowboys Complex Lease Agreement relative to adding additional tracts of land acquired for the project.

On November 18, 2008, the City Council approved Resolution No. 08-432 authorizing execution of a Fourth Amendment to the Cowboys Complex Lease Agreement relative to adding additional tracts of land acquired for the project.

On March 24, 2009, the City Council approved Resolution No. 09-076 authorizing execution of an amendment to the Franchise Agreement between the City of Arlington and Dallas Cowboys Football Club, Ltd., to reflect the Operational Date.

On August 4, 2020, the City Council approved Resolution Nos. 20-201, 20-202, 20-203, and 20-204 authorizing the execution of a Fifth Amendment to the Cowboys Complex Lease Agreement, Second Amendment to Franchise Agreement, First Amendment to Purchase Option Agreement, and First Amendment to Lease Guaranty, extending the lease terms an additional 1-year, until 2040, due to the impact of the COVID-19 pandemic on the 2020 season.

ANALYSIS

In 2004, Arlington voters approved the Dallas Cowboys Complex Development Project, a sports and community venue project, financed by contributions from the Dallas Cowboys (the "Cowboys") and the City of Arlington under Texas Local Government Code Chapter 334. The venue, known as AT&T Stadium, is owned by the City and leased to the Cowboys. Since opening in 2009, the iconic, retractable-roof multipurpose venue has hosted Cowboys home games and hundreds of high-profile concerts, festivals, and mega events.

The Cowboys' current lease runs through 2040, with an option to extend near the end of the term. Since late last year, the City and the Cowboys have been exploring an extension of the current lease term to provide long-term certainty for both parties and ensure continued success of the stadium complex.

The proposed Master Agreement would extend the Cowboys' commitments in Arlington for an additional 15 years, through 2055. It also includes a shared commitment by the City, Cowboys, and fans to invest in improvements that will extend the life of the stadium, maintain its strong economic impact, and enhance safety and security. These improvements include maintaining high security measures to meet enhanced federal SAFETY Act certification standards from the U.S. Department of Homeland Security, as well as enhancements to traffic flow, pedestrian safety and overall event operation, among others.

Under the agreement, the Cowboys would commit to investing a minimum of $750 million of its own funds into the ongoing maintenance, operation and improvement of the complex through the extended lease term. Additionally, the City would also make a contribution of up to $273 million (net present value) over a 20-year period into a maintenance and operation account. The Cowboys would draw from this account over time to be reimbursed for allowed stadium complex expenses identified in the Master Agreement. The Cowboys would advance the costs of these improvements to ensure all upgrades are completed by 2043. As it has since the beginning of the lease, the Cowboys would remain responsible for operating and maintaining the stadium complex, including design and construction of the improvements.

The City's contribution would be funded by revenue generated through voter-approved venue taxes already in place, not the City's General Fund or new taxes. These venue taxes were approved by the voters in 2004 to help fund the Cowboys Complex Development Project and again in 2016 for the Texas Rangers Complex Development Project and have overperformed expectations to create additional capacity for this investment. These tax revenues are restricted to fund the approved venue projects and not able to be used on other City expenses. The City's contribution will be paid over a time period not to exceed 20 years, commencing in 2028 when the City is able to refund the existing venue bonds to allow excess venue tax revenues to be used for maintenance and operation expenses of the venues. The existing 2048 bond maturity will remain unchanged.

The Master Agreement provides for the execution of an amendment to the Lease Agreement to extend the lease term until 2055 as well as the Cowboys' commitment to pay $2 million in base rent and $500,000 in naming rights rent, both set to reduce to a combined $1 million if the Cowboys exercised an extension option under the existing Lease Agreement. In addition, an amendment to the Franchise Agreement would also be executed, extending the Cowboys' commitment to play home games in the City of Arlington until 2055, and an amendment to the Purchase Option Agreement and Lease Guaranty to align with the extended lease term. The Master Agreement also provides for an extension of the Cowboys' commitment to charitable contributions that support Arlington youth, by an extension of the $500,000 annual contribution commitment under the Charitable Contribution and Pledge Agreement. These extended commitments represent an additional $32 million in payments from the Cowboys that would not be made under the terms of the current agreements.

The City commissioned an independent analysis of the Dallas Cowboys' economic impact on Arlington by HR&A Advisors, a real estate, economic development, and public policy

consulting firm. The study found that the Cowboys generate approximately $324 million in annual economic impact in the City, for an economic impact of $4.9 billion over the extended lease term and a cumulative $9.7 billion economic impact over the next 30 years. Looking ahead, the analysis projects that from 2041 to 2055, the extended lease term, the Cowboys' presence at AT&T Stadium will produce $460 million in fiscal impact to the City for a total fiscal impact of $1.2 billion over the full 30 years.

ADDITIONAL INFORMATION

Attached:	Resolution with agreement attached
Under separate cover:	None
Available in the City Manager's Office:	None

STAFF CONTACT(S)

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Molly Shortall
City Attorney/ Deputy City Manager
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Molly.Shortall@arlingtontx.gov

Exhibit 7



Dallas Cowboys Lease Extension

City Council Work Session
April 21, 2026

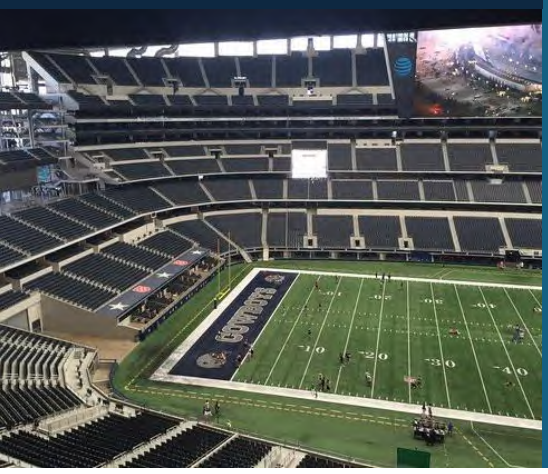
ARLINGTON
THE AMERICAN DREAM CITY

Executive Summary



- City owns AT&T Stadium and Globe Life Field
- Voters approved venue taxes to develop each venue
- Team to extend lease and franchise commitments by 15 years
- Cost Savings is exceeding expectations - $350M estimated
- Savings proposed for improvements - $273M
- Team to advance all costs of improvements
- Team to invest $750M in stadium complex
- No new or increased taxes
- Original financing maturity will remain unchanged - 2048

Extension Overview



- Opportunity to extend Dallas Cowboys lease at AT&T Stadium for 15 years; current lease ends in 2040, new extension would terminate in 2055
- $3M total annual revenue - $2M rent, $500K naming rights, and $500k charitable contributions to continue for additional 15 years instead of dropping to $1M annually under current lease
- $32M total new revenue for City during term
- Cowboys to advance $273M in complex improvements to be reimbursed by City over time
- Reimbursement comes from voter-approved venue taxes that are solely dedicated to the stadiums
- No new or increased taxes or extension of current bond maturity date (2048)

History



65 Years

OF SPORTS, ENTERTAINMENT AND TOURISM HISTORY IN ARLINGTON

Policy Foundation



2006



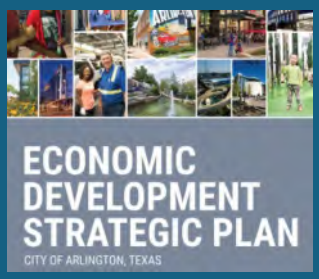
2007



2015

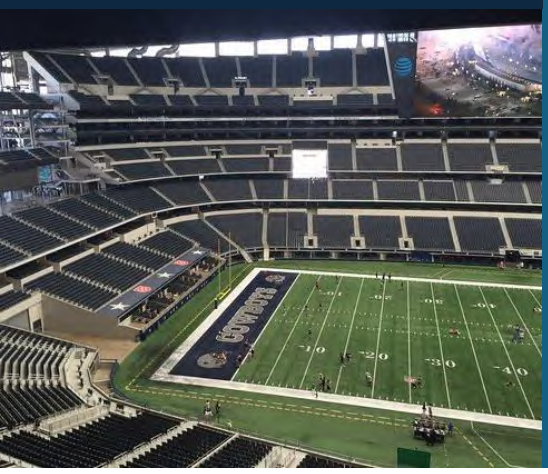


2022



"Create amenities and assets that will secure Arlington's position as a major activity hub in the Metroplex."

Venue Funding



City

- Voter approved sales, hotel, and rental car taxes
- 53% of sales taxes come from non-residents

Fans

- Ticket and Parking Taxes
- Economic impact through purchases

Teams

- Debt and Equity
- Operations and Maintenance

Ballot Language – AT&T Stadium

For AT&T Stadium (2004) under the authority of Chapter 334 of the Texas Local Govt. Code, the ballot language read:

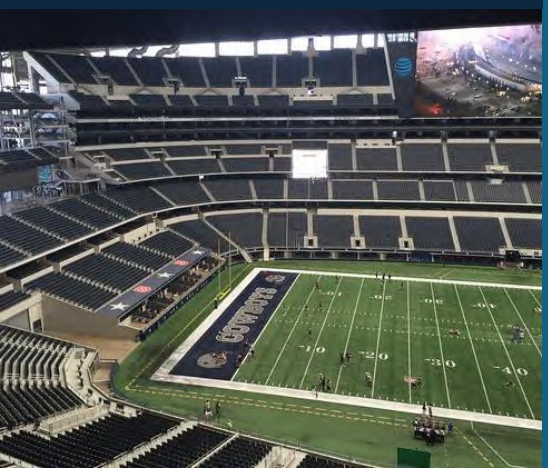
Authorizing the city of Arlington, Texas, to provide for the planning, acquisition, establishment, development, construction and financing of the Dallas Cowboys complex development project within the city and (i) to impose a sales and use tax within the city at a rate of one-half of one percent (0.5%), (ii) to impose a tax at a maximum rate of five percent (5%) on the gross rental receipts from the short-term rental in the city of a motor vehicle, (iii) to impose a tax on the occupancy of a room in a hotel located within the city, at a maximum rate of two percent (2%) of the price paid for such room, (iv) to impose an admissions tax on each ticket sold as admission to an event held at the Dallas Cowboys complex development project, at a maximum rate not to exceed ten percent (10%) of the price of the ticket, and (v) to impose a tax on each parked motor vehicle parking in a parking facility of the Dallas Cowboys complex development project at a maximum rate not to exceed three dollars ($3.00) per vehicle.

Ballot Language – Globe Life Field

For Globe Life Field (2016) the ballot language read:

"Authorizing the City of Arlington to provide for the planning, acquisition, establishment, development, construction and financing of the Texas Rangers complex development project and related infrastructure, within the city of the type described and defined in section 334.001(4)(a) of the local government code as amended (the "act") and (i) to impose a parking tax, at a rate not to exceed three dollars ($3.00) on each parked motor vehicle parking in a parking facility of the Texas Rangers complex development project, as and to the extent authorized by subchapter g of the act, (ii) to impose an admissions tax on each ticket sold as admission to an event held at the Texas Rangers complex development project, at a rate not to exceed ten percent (10%) of the price of the ticket sold as admission, as and to the extent authorized by subchapter f of the act; (iii) to authorize the use of the existing hotel occupancy tax on the occupancy of a room in a hotel located within the city, at a rate not to exceed two percent (2%) of the price paid for such room and to the extent authorized by subchapter h of the act and if approved the maximum hotel occupancy tax rate imposed from all sources in the city would be 15%; (iv) to authorize the use of the existing sales and use tax within the city at a rate of one-half of one percent (0.5%), as and to the extent authorized by subchapter d of the act; and (v) to authorize the use of the existing motor vehicle short-term rental tax at a maximum rate of five percent (5%) on the gross rental receipts from the short-term rental in the city of a motor vehicle, as and to the extent authorized by subchapter e of the act.".

Venue Projects History



- 2004 Dallas Cowboys Complex Venue Project
  - Voter Approved
  - Method of Finance - Venue Taxes Including:
    - Sales/Hotel/Motor Vehicle Taxes – supported bonds sold in 2005
    - Ticket/Parking Taxes – supported bonds sold in 2006
    - Sales/Hotel/Motor Vehicle Tax Bonds – refinanced in 2008, 2009, and 2017

- 2016 Texas Rangers Complex Venue Project
  - Voter Approved
  - Method of Finance - Venue Taxes Including:
    - Sales/Hotel/Motor Vehicle Taxes – supported bonds sold in 2018 with 2048 maturity
    - Ticket/Parking Taxes – supported bonds sold in 2020

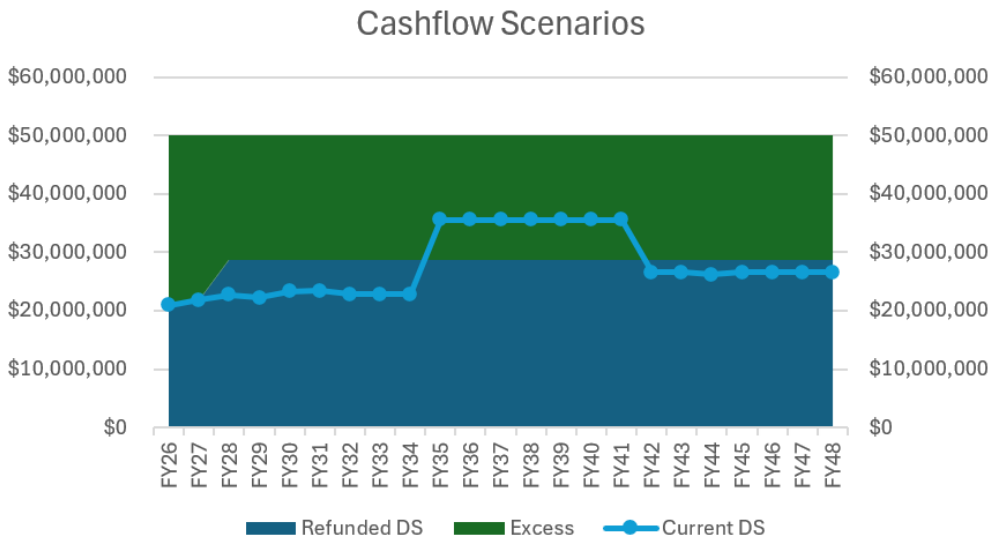
Venue Tax Fund



- Eligible expenses (334.042 of the Venue Statute)
  - Reimburse or pay the costs of planning, acquiring, establishing, developing, constructing, or renovating one or more approved venue projects in the municipality or county
  - Pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the municipality or county or to refund bonds, notes, or other obligations, or
  - Pay the costs of operating or maintaining one or more approved venue projects
- Revenues currently exceeding required debt service by approximately $20M per year
- Funds not required for debt service have to be used pursuant to 334.042 of the Venue Statute
- Chapter 334 does not provide a process or requirement for secondary voter approval to determine what expenses are paid from the Venue Fund

Funding Mechanism

- Venue bonds are supported by a voter-approved pledge of sales tax, HOT, and motor vehicle tax
- 30-year statutory limit
- Tax revenue not needed for debt service is used for early bond redemption
- 2028 would be the next opportunity to refinance to allow tax revenues not required for debt service to be used for operation/maintenance of the venue projects



Visitor Profile



- 2024 Compass Longwoods International Travel USA Visitor Profile for Arlington:
  - 16.3 million visitors
  - $3.1 billion domestic travel market spend
- 2025 VISA Cardholder data:
  - 53% of spend citywide from non-Arlington residents
  - 47% of spend citywide from Arlington residents

Economic Impact



Table 1: Annual Ongoing Economic Impacts: City of Arlington

Impact Type	Economic Output	Jobs Supported	Labor Income
Direct	$304,000,000	2,640	$65,000,000
Multiplier	$20,000,000	120	$6,000,000
Total	**$324,000,000**	**2,760**	**$71,000,000**

Over the next 30 years, that equates to **$9.7 billion** in cumulative economic impact (Table 2).

Table 2: Cumulative Economic Impacts: City of Arlington (2026$)

Cumulative Economic Impact	Economic Output
2041- 2055 (15 Years)	$4,900,000,000
2026 - 2055 (30 Years)	$9,700,000,000

Source: HR&A Advisors

Fiscal Impact

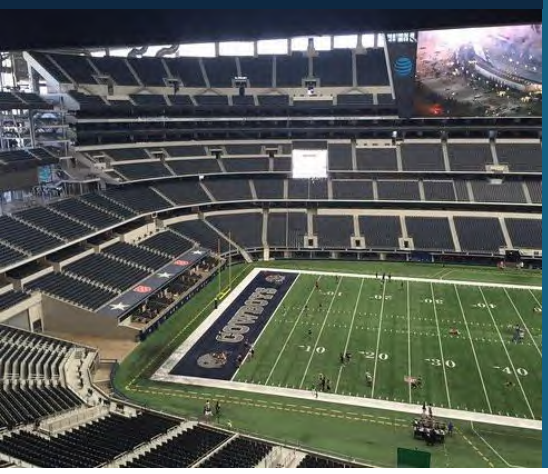


Table 3: Fiscal Impacts – City of Arlington

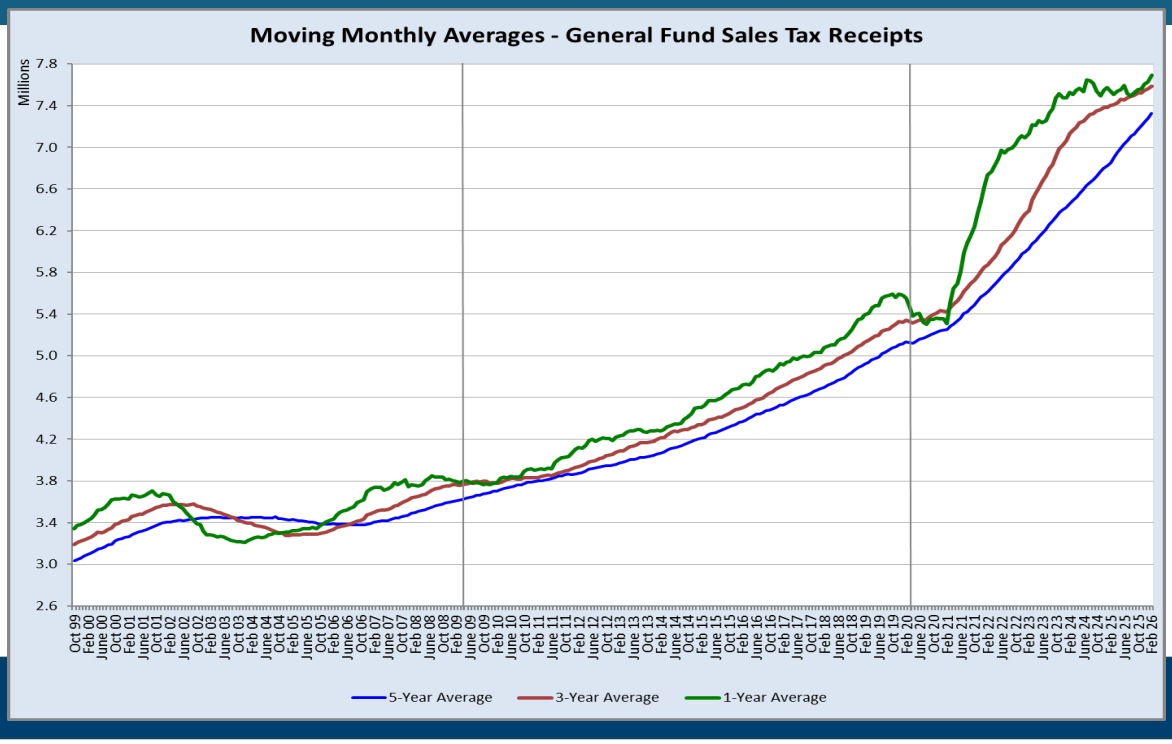
Fiscal Impacts*	Estimated Revenues
2041 - 2055 (NPV)	$458,000,000
2026 - 2055 (NPV)	$1,278,000,000
Annual Stabilized Year (2026$)	$65,000,000

*This includes revenues to the City from lease revenues, and sales, event admissions, hotel occupancy, parking, and mixed beverage taxes. Note that both NPV figures are discounted to 2026 using the City's discount rate of 6.375%.

Source: HR&A Advisors

Exhibit 7

General Fund Sales Tax History



Hotel Occupancy Tax History

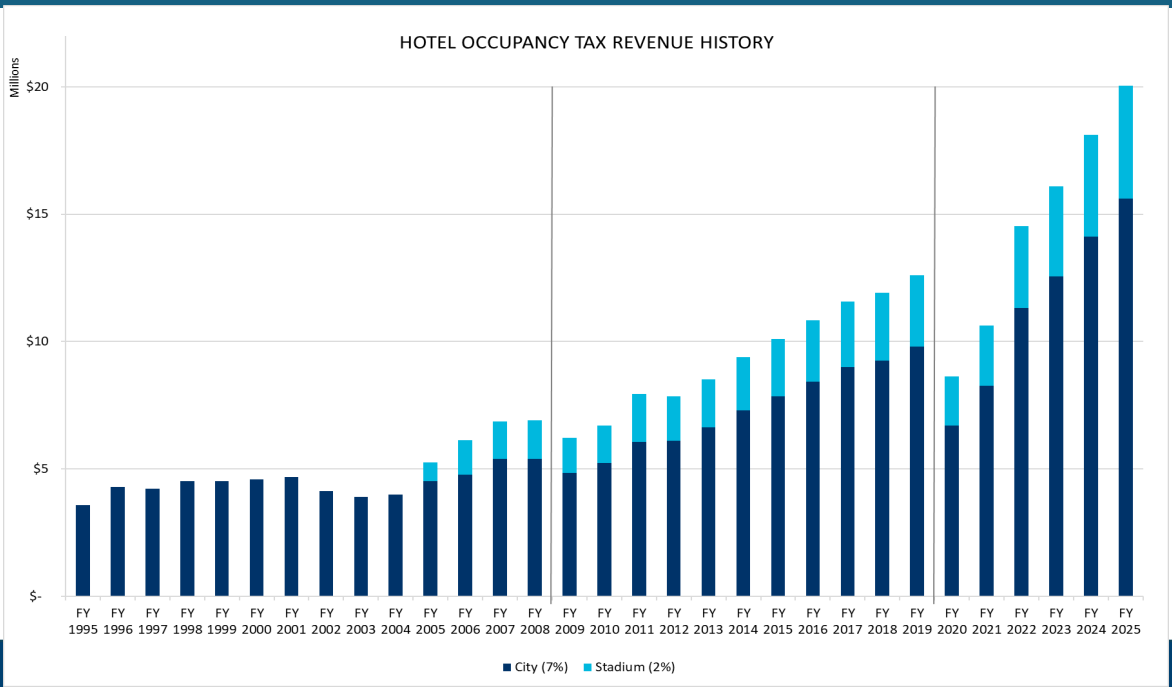
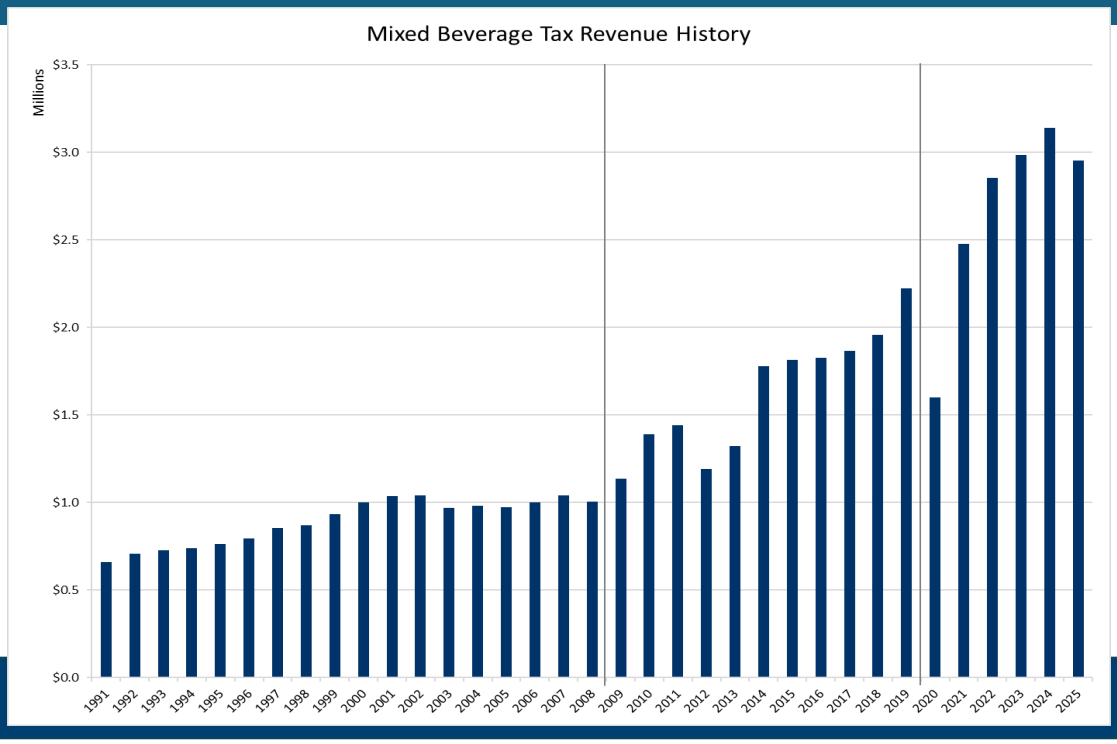


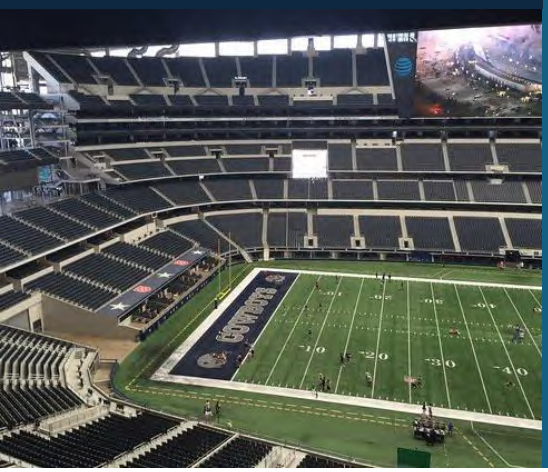
Exhibit 7

Mixed Beverage Tax History



Ad Valorem Comparison

	2004	2025	% Change
Stadium	$177.9M	$747.0M	320%
City	$20.7B	$60.4B	192%



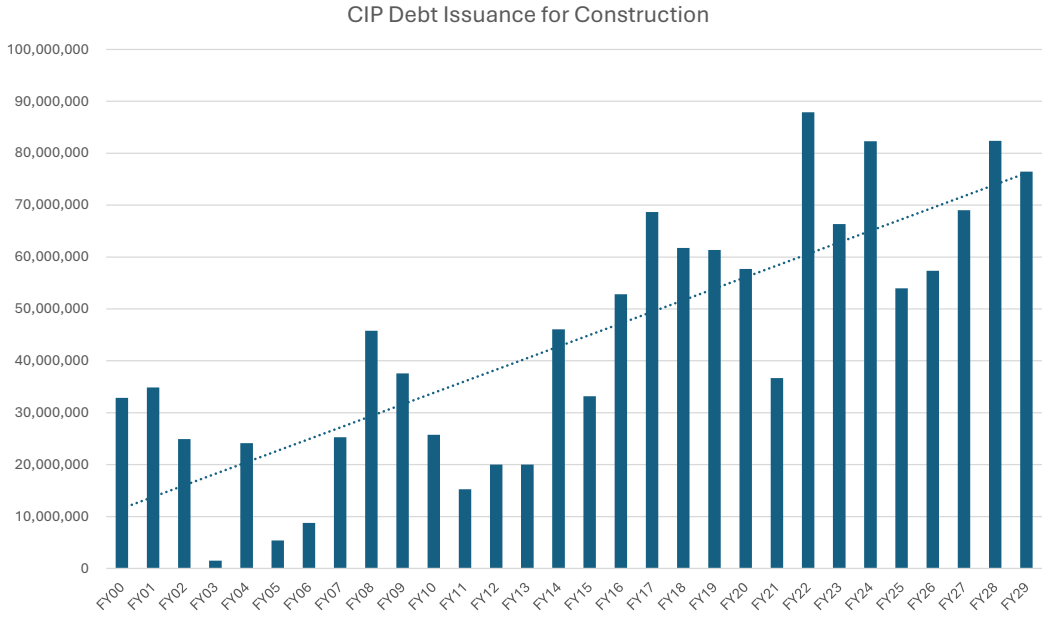
Economic Development Supports the Costs of Enhanced Public Services



Service Enhancements Since FY 2009:

- Number of Sworn Police Positions Added: 91
- Number of Sworn Fire Positions Added: 172
- Opened Fire Station 17 (Viridian)
- Opened Downtown Library
- Opened Two New Recreation Centers
- New Lane Miles Constructed: 66
- Total Number of Lane Miles Maintained: 3,018

Growth of Capital Improvement Program



Complex Improvements



- Elongate useful life of City's Stadium Complex
- Sustain economic impact for the community & fiscal impact for the City
- Enhance facility security & public safety infrastructure
- Increase vehicular & pedestrian safety and traffic & mobility systems

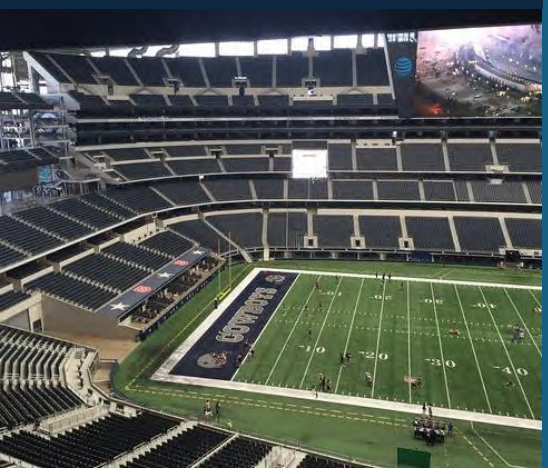
Complex Improvements

- SAFETY Act perimeter hardening
- Pedestrian/vehicular separation, including bridges
- Screening facility
- Cameras, detection, access control enhancements
- Employee access screening
- Additional venue parking, including rideshare
- Signage, including digital boards
- Kitchen and concession build out
- Mechanical, electric and plumbing improvements, including chiller replacement
- Plaza improvements, including shade structures and restrooms
- Technology improvements for fans and operations
- Replacement of certain area finishes
- Glass film, safety and energy efficiency





Additional Agreement Terms



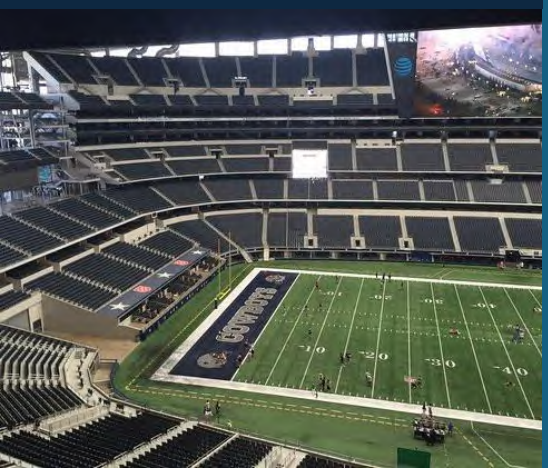
- Improve Arlington emphasis on TV, radio, web, media guides, and on stadium complex signage
- Suite commitment for lease term
- Commitment to use good faith efforts to cooperate on economic development efforts, including efforts to assemble strategic tracts of land in the Entertainment District and explore develop on portions of the parking lots
- Commitment to use good faith efforts to collaborate on mobility in the Entertainment District
- Pursue SAFETY Act Certification

Funding Summary



- **Team:** $750M total commitment over lease term
- **City:** $273M (net present value)
  - Team would fund all improvements up-front and be paid back by the City over time
    - $50M in 2028
    - $20M in 2029 through 2048
- **Offsets to City Contribution**
  - Early City Payment
  - Grants
  - Interest Savings

New Venue Project



- Voter approval process
- Could levy newly authorized taxes for 30 years from bond issuance, i.e. 2028-2058
- Existing authorized project funding ends after 30 years in 2048 without voter approval to extend
- Since same voter approved taxes are utilized within the same initial bond maturity, there is not a process or legal requirement for a secondary project election

Next Steps



- **Today**: Council action on Master Agreement Regarding Cowboys Stadium Extension
  - Lease Amendment, Franchise Amendment, Purchase Option Amendment, Lease Guaranty Amendment, and Charitable Contribution Amendment
- **Late 2027**: Council action on 2018 bond refunding to open lien
- **Early 2028**: Refunding closes and all amendments are executed extending Cowboys commitments

Summary



- **Team Investment**
  - Team Advances All Funds
  - City Reimburses Up to $273M NPV from venue taxes that are already approved for collection
- **City Funding From Existing Venue Tax Fund**
  - No new taxes, same 30 year end to the taxes in 2048
  - Plan to refinance existing bonds to same 2048 maturity
  - Funds not required for debt service available for eligible venue expenses
- **Impact and Rationale**
  - $324M annual impact/$9.7B total impact over 30 years
  - $458M fiscal impact to City over 15-year extension
  - Enhanced public safety
  - Protection of public infrastructure and assets
  - Sustained economic return
  - Mitigation of future risks

Exhibit 7

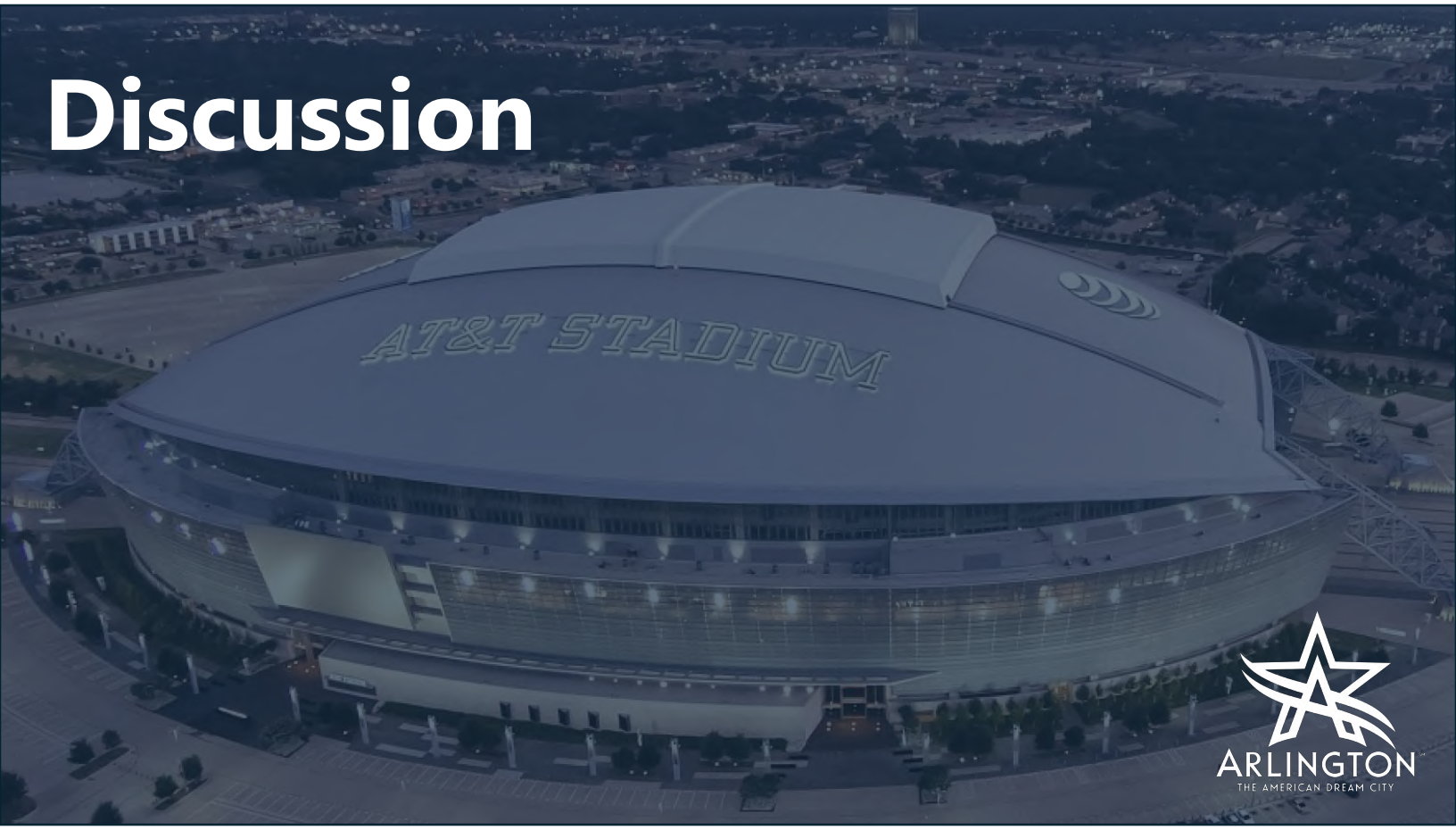


Exhibit 7

Initial Debt Service Schedule

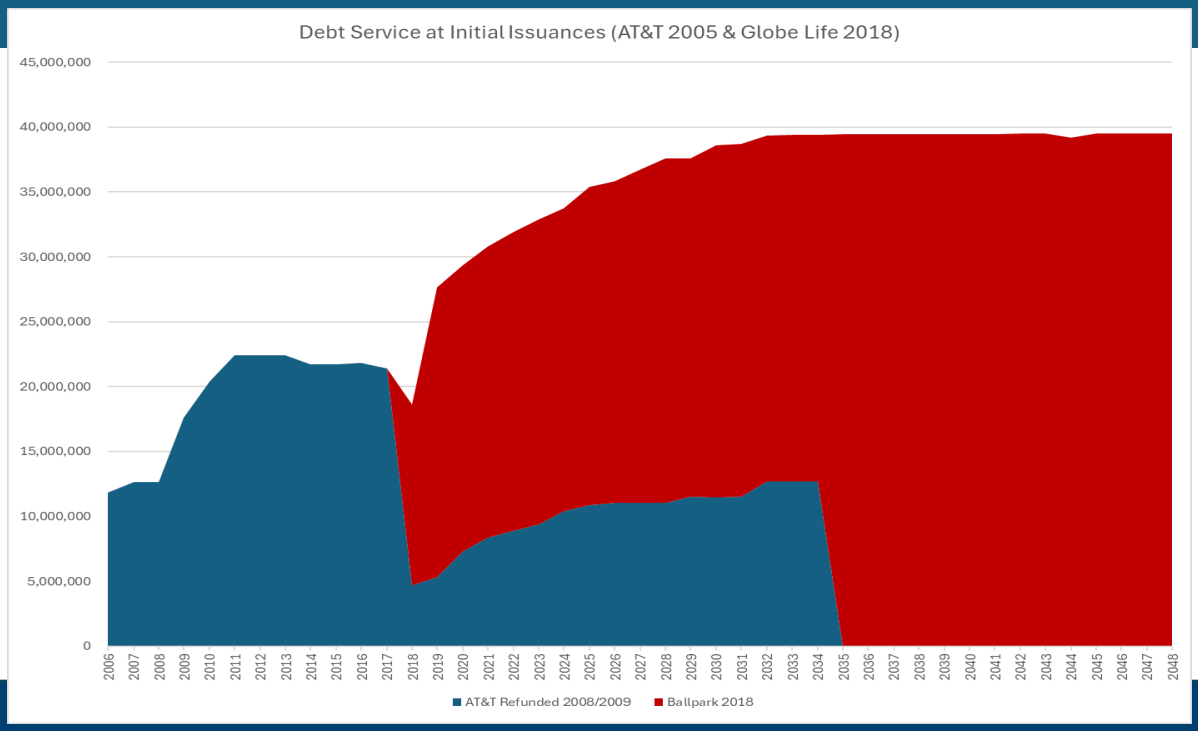


Exhibit 7

Current Debt Service Schedule

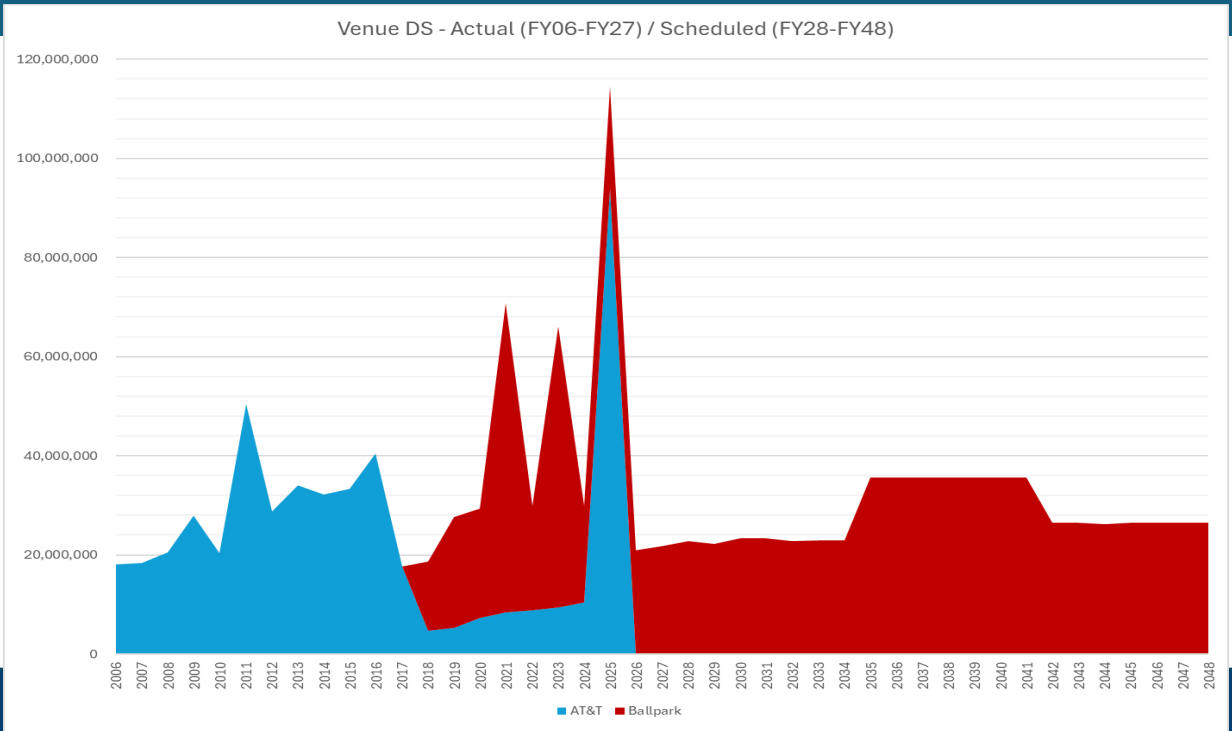
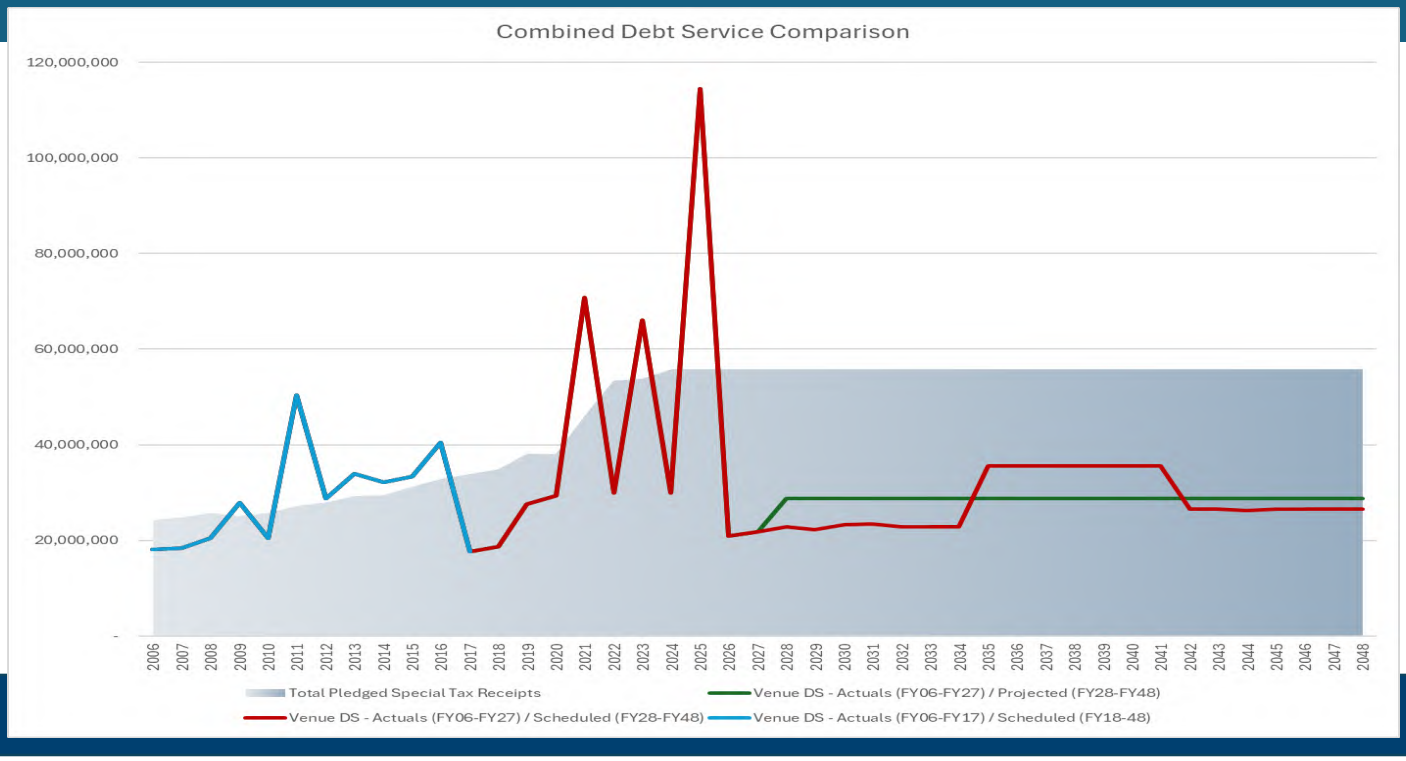


Exhibit 7

Combined Debt Service Comparison



Resolution No. _____

A resolution authorizing the City Manager to execute a Master Agreement Regarding Cowboys Stadium Extension between Cowboys Stadium L.P., Dallas Cowboys Football Club, L.T.D., and the City of Arlington

WHEREAS, In 2004, City of Arlington ("City") voters approved the Dallas Cowboys Complex Development Project, a sports and community venue project, financed by contributions from the Dallas Cowboys (the "Cowboys") and the City under Texas Local Government Code Chapter 334; and

WHEREAS, AT&T Stadium ("Cowboys Stadium"), owned by the City and leased to the Cowboys, has hosted the Cowboys home games and hundreds of concerts, festivals, and events since 2009; and

WHEREAS, on February 8, 2005, the City Council approved Resolution No. 05-072 approving and authorizing the Cowboys Complex Funding and Closing Agreement and exhibits thereto, including the Lease Agreement and the Franchise Agreement effective September 1, 2005, relating to the Dallas Cowboys Complex Development Project; and

WHEREAS, on February 14, 2006, the City Council approved Resolution No. 06-039 authorizing execution of a First Amendment to the Cowboys Complex Lease Agreement relative to adding tracts of land acquired for the project; and

WHEREAS, on February 14, 2006, the City Council approved Resolution No. 06-040 authorizing execution of a Second Amendment to the Cowboys Complex Lease Agreement relative to adding additional tracts of land acquired for the project; and

WHEREAS, on October 23, 2007, the City Council approved Resolution No. 07-654 ratifying the Second Amendment approved by Resolution No. 06-040 and authorizing execution of a Third Amendment to the Cowboys Complex Lease Agreement relative to adding additional tracts of land acquired for the project; and

WHEREAS, on November 18, 2008, the City Council approved Resolution No. 08-432 authorizing execution of a Fourth Amendment to the Cowboys Complex Lease Agreement relative to adding additional tracts of land acquired for the project; and

WHEREAS, on March 24, 2009, the City Council approved Resolution No. 09-076 authorizing execution of an amendment to the Franchise Agreement

between the City of Arlington and Dallas Cowboys Football Club, Ltd., to reflect the Operational Date; and

WHEREAS, on August 4, 2020, the City Council approved Resolutions No. 20-201, 20-202, 20-203, and 20-204 authorizing the execution of a Fifth Amendment to the Cowboys Complex Lease Agreement, Second Amendment to Franchise Agreement, First Amendment to Purchase Option Agreement, and First Amendment to Lease Guaranty, extending the lease terms an additional 1-year, until 2040, due to the impact of the COVID-19 pandemic on the 2020 season; and

WHEREAS, the City, Cowboys Stadium L.P., and Dallas Cowboys Football Club, L.T.D. ("Parties") now desire to enter a Master Agreement that sets forth the plan regarding the sequence of actions, obligations, and payments that the Parties have agreed upon to implement the Cowboys Stadium lease extension; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager is authorized to execute a Master Agreement Regarding Cowboys Stadium Extension between Cowboys Stadium L.P., Dallas Cowboys Football Club, L.T.D., and the City of Arlington.

III.

A substantial copy of Master Agreement Regarding Cowboys Stadium Extension is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 21st day of April, 2026, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
JIM R. ROSS, Mayor

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY Molly Shortall

Master Agreement Regarding Cowboys Stadium Extension

THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Master Agreement Regarding
Cowboys Stadium Extension

THIS MASTER AGREEMENT REGARDING COWBOYS STADIUM EXTENSION (hereinafter referred to as "Agreement") is entered into on _____, 2026 (hereinafter referred to as "Effective Date") by and among the **CITY OF ARLINGTON, TEXAS**, a duly incorporated home rule city of the State of Texas (the "**City**"), **COWBOYS STADIUM, L.P.**, a Texas limited partnership (the "**Tenant**"), and **DALLAS COWBOYS FOOTBALL CLUB, L.T.D.**, a Texas limited partnership (the "**Club**").

W I T N E S S E T H:

WHEREAS, the Club, as the owner of a professional football team that is popularly known as the "Dallas Cowboys" (the "Team") and that is in good standing as a member of the National Football League, has determined that it is in the best interests of the Team and its fans to continue to play all of its regularly scheduled home games at the stadium located in Arlington, Texas and currently known as "AT&T Stadium" (the "Stadium"); and

WHEREAS, subject to the performance by the City of its undertakings described herein, the Club and Tenant agree to extend their commitments under the terms of the Lease Agreement (defined herein), the Lease Guaranty (defined herein), the Purchase Option Agreement (defined herein), the Cowboys Franchise Agreement (defined herein), and the Charitable Contribution Agreement (defined herein) so as to play said regularly scheduled home games in the Stadium through the season ending in the year 2055, subject to NFL scheduling (collectively the "Extension"); and

WHEREAS, this Agreement sets forth the plan of the City, the Tenant, and the Club regarding the sequence of actions, obligations, and payments that the parties have agreed upon to implement the Extension;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the City, the Tenant, and the Club have agreed and do hereby agree as follows:

I.
DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement:

A. Act means Chapter 334, Texas Local Government Code, as amended.

B. Applicable Law means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any governmental authority, or any

judgement, decisions, decree, injunction, writ, order or like action of any court, arbitrator or other governmental authority. Applicable Laws shall include, but not limited to, City code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

C. Charitable Contribution Agreement means the August 26, 2005 Charitable Contribution and Pledge Agreement between the Club and Foundation for Arlington Youth.

D. Charitable Contribution Amendment means the First Amendment to Charitable Contribution and Pledge Agreement in the form and substance attached hereto as **Exhibit "D"** and made a part hereof.

E. City's Contribution shall have the meaning assigned to such term in Section III.B.

F. City Representative means the individual designated by the Arlington City Manager, having full authority to administer this Agreement on behalf of the City. The Tenant and Club shall be entitled to rely on the authority of the City Representative for such purposes under this Agreement.

G. Closing shall mean the execution of the Lease Amendment, Lease Guaranty Amendment, Purchase Option Amendment, Cowboys Franchise Amendment, and Charitable Contribution Amendment by the parties.

H. Closing Date means no later than December 31, 2028.

I. Complex Expenses means all expenses incurred by Tenant in maintaining, operating, and otherwise improving the Cowboys Complex from January 1, 2024 through May 31, 2055.

J. Complex Improvements means the list of improvements identified in **Exhibit "A"** attached hereto and made a part hereof.

K. Cowboys Franchise Agreement means the September 1, 2005 Franchise Agreement between the City of Arlington and Dallas Cowboys Football Club, Ltd., as amended.

L. Cowboys Franchise Amendment means the Third Amendment to Franchise Agreement in the form and substance attached hereto as **Exhibit "C"** and made a part hereof.

M. Excess Tax Revenues -revenues received by the City from the Venue Taxes in excess of amounts required for debt services payments, reserve fund deposits or administrative expenses on outstanding bonds for which the Venue Taxes are pledged.

N. Improvements Costs means the actual costs, both hard and soft, to acquire, design, develop, and construct the Complex Improvements, including but not limited to: acquisition and preparation costs of land, land planning, design, architectural and engineering costs, costs to construct, equip and furnish the Complex Improvements,

costs of water, sewer, drainage, and street improvements, permits, license, and inspection fees, fees and expenses of the architect, general contractor, subcontractors, consultants, and similar persons.

O. Lease Agreement means the September 1, 2005 Cowboys Complex Lease Agreement between the City of Arlington and Cowboys Stadium, L.P., as amended.

P. Lease Amendment- means Sixth Amendment to Cowboys Complex Lease Agreement in the form and substance attached hereto as **Exhibit "B"** and made a part hereof.

Q. Lease Guaranty – means the September 1, 2005 Lease Guaranty executed by Dallas Cowboys Football Club, Ltd. in favor of the City of Arlington.

R. Lease Guaranty Amendment- means the Second Amendment to Lease Guaranty in the form and substance attached hereto as **Exhibit "F"** and made a part hereof.

S. Maintenance and Operation Account means the account by that name and from which Improvement Costs will be paid which is to be created pursuant to Section III.C. hereof.

T. Purchase Option Agreement- means the September 1, 2025 Purchase Option Agreement between the City of Arlington and Dallas Cowboys Football Club, Ltd., as amended.

U. Purchase Option Amendment- means the Second Amendment to Purchase Option Agreement in the form and substance attached hereto as **Exhibit "E"** and made a part hereof.

V. SAFETY Act means the federal Support Anti-Terrorism by Fostering Effective Technologies Act of 2002 that provides incentives for the development and deployment of anti-terrorism technologies through risk and litigation management.

W. Special Tax Revenue Bonds means the City of Arlington Special Tax Revenue Bonds, Series 2018.

X. Venue Project Fund means the fund by that name required by the Act created and held by the City.

Y. Venue Taxes means the sales tax, hotel occupancy tax, and motor vehicle tax approved by the voters of the City of Arlington and levied in accordance with the Act.

II.
COMPLEX IMPROVEMENTS

A. Development of the Complex Improvements. The parties desire to fund and complete the Complex Improvements to elongate the useful life of the Stadium, provide enhanced security, increase efficient vehicular and pedestrian safety and traffic

management around the Stadium, and ensure the economic impact of the Stadium is sustained for the future. Subject to the terms and conditions set forth in this Agreement the Tenant shall plan, design, develop, construct, complete and make operational the Complex Improvements in accordance with all applicable provisions of the Cowboys Complex Lease Agreement.

B. Design and Construction of the Complex Improvements. The Tenant shall have exclusive control over the planning, design, engineering and construction of the Complex Improvements, provided, Tenant shall collaborate with the City's public safety personnel, identified by the City Representative, on the planning and design of SAFETY ACT related improvements as well as the City's public works personnel, identified by the City Representative, on the planning and design of all roadway and sidewalk improvements. The Tenant shall be responsible for complying with or requiring through its contracts with its design professionals and contractors' compliance with all Applicable Law.

C. City Permits and Inspectors. The Tenant shall obtain, or cause to be obtained through contracts with the design professionals or general contractor, all City permits, licenses and approvals required to construct the Complex Improvements and all other permits or approvals (if any) issued by other governmental agencies, to the extent required by Applicable Law.

D. Completion of the Complex Improvements. The Tenant shall diligently pursue completion of the Complex Improvements after Closing occurs so as to cause completion of all Complex Improvements by no later than December 31, 2043, provided, the Tenant shall apply for and complete all necessary improvements in an attempt to achieve certified SAFETY Act status for the Stadium by no later than December 31, 2030. Notwithstanding any other provision in this Agreement to the contrary, the Tenant shall have no obligation to complete the Complex Improvements if Closing does not occur.

E. Investment by Tenant. In exchange for the City's Contribution, Tenant agrees to invest no less than Seven Hundred and Fifty Million Dollars ($750,000,000.00) in Complex Expenses.

III.
COST AND FINANCING OF COMPLEX IMPROVEMENTS

A. The Complex Improvements Costs. The Improvements Costs shall be the costs for which Excess Tax Revenues may be used to pay as costs of operating and maintaining a venue project in accordance with the Act.

B. The City's Contribution to the Improvement Costs. Upon satisfaction of all conditions precedent to Closing, the City agrees to contribute an amount annually, set forth in the Lease Amendment, towards the Improvement Costs (the "**City's Contribution**"). The

City's Contribution shall be funded by Excess Tax Revenues, provided should the amount of Excess Tax Revenues in a given year be less than the annual contribution amount set forth in the Lease Amendment then the City shall allocate lawfully available funds to fund the difference. Notwithstanding any provision in this Agreement or the Lease Amendment to the contrary, should the City and/or Tenant receive non-City funding for any element of the Complex Improvements, the City's Contribution shall be reduced by such amount, this shall not include any amounts received by Tenant from the National Football League or other Tenant affiliated sources. In addition, should the City identify other lawfully available City funds to fund the City's Contribution, the City may choose to accelerate its payment of the City's Contribution.

C. Maintenance And Operation Account. Upon Closing, the City shall establish a Maintenance and Operation Account within the Venue Project Fund in which the City's Contribution shall be deposited annually. The Operation and Maintenance Account shall not be comingled with any other City funds and shall be dedicated solely to the payment of Improvement Costs, and expenditures and withdrawals of money from this account for any other purpose is strictly prohibited. The Operation and Maintenance Account shall be administered and controlled (including signatory authority) by the City.

D. Disbursement Account. Upon Closing, the City and Tenant shall jointly establish a Disbursement Account at a mutually selected and approved banking institution. Money deposited in the Disbursement Account may be invested, at the direction of the Tenant, only in short-term obligations of types and having ratings that are authorized for public funds under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. The Disbursement Account shall not be comingled with any other City or Tenant funds and shall be dedicated solely to the payment of Improvement Costs, and expenditures and withdrawals of money from this account for any other purpose is strictly prohibited. The Disbursement Account shall be administered (including signatory authority) by the Tenant subject to the disbursement requirements identified in this Section III.

E. Disbursements for Improvement Costs. The Tenant shall promptly disburse funds from the Disbursement Account to pay Improvement Costs, provided that a Payment Certificate authorizing such payment is duly completed in the manner described in subsection F of this section.

F. Payment Certificate.

i. Each Payment Certificate shall be in writing, prepared by the Tenant and satisfy the following:

a. (1) reasonably identifies and represents that the identified Improvement Costs that are due and owing and authorized to be paid pursuant to such Payment Certificate, and (2) certifies that the amounts payable do not include contract retentions (other than those that are due);

b. have attached to it a copy of an invoice(s) relating to such Improvement Costs which reasonably identifies the payee (or payees), the goods, services and/or materials provided by such payee (or payees) and the total amount due and owing with respect to such goods, services and/or materials;

c. in the case of any Improvement Costs covered by such Payment Certificate that was incurred in connection with services, goods or materials provided by the General Contractor or any other contractor, has been executed by the Architect for the purpose of confirming that such services, goods or materials have been satisfactorily delivered or completed as the case may be;

d. in the case of any Improvement Costs covered by such Payment Certificate that was incurred under contracts providing for the fees of the Tenant, Club, or their employees or agents has been executed by an independent auditor; and

e. executed by the Tenant or its designee to certify that the fees, costs, expenses and other charges reflected on the Payment Certificate constitute Improvement Costs that are due and owing.

ii. If a Payment Certificate is otherwise completed and executed in accordance with items (a), (b), (e) and, if applicable, (c) and/or (d) of subsection (i), above, and is submitted to the City Representative, the City Representative or his designee shall promptly prepare and submit, through normal payment procedures established for withdrawals from the Operation and Maintenance Account an appropriate directive for payment to the Disbursement Account of the amount certified in the Payment Certificate for disbursement by the City. The City shall cause the City Representative or his designee to respond promptly and expeditiously to all requests by the Tenant or its designee relating to Payment Certificates.

G. Right to Audit. The Tenant and the City shall each have the right to audit, upon reasonable notice and, at its own expense, all expenditures and financial records related to the Complex Improvements, including the records related to the Operation and Maintenance Account and Disbursement Account. Upon written request by the Tenant, the City shall give the Tenant access to all records controlled by, or in the direct or indirect possession of the City (other than records subject to legitimate claims of attorney-client privilege) relating to the Operation and Maintenance Account, and permit the Tenant to review such records in connection with conducting a reasonable audit of such account. Upon written request by the City, the Tenant shall give the City access to all records controlled by, or in the direct or indirect possession of the Tenant (other than records subject to legitimate claims of attorney-client privilege) relating to the Disbursement Account, and permit the

City to review such records in connection with conducting a reasonable audit of such accounts. The City and the Tenant shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 2 years from the date of completion of the Complex Improvements.

IV.
CLOSING

A. Prior to the Closing Date, Tenant and Club shall seek all necessary approvals from the National Football League for the Extension. If approvals are not obtained, then the City shall have no obligation to refund the Special Tax Revenue Bonds to allow Excess Tax Revenue to be deposited into the Operation and Maintenance Fund. Tenant and Club shall notify the City when such approvals are obtained.

B. Prior to the Closing Date, City shall seek to refund the existing Special Tax Revenue Bonds to allow Excess Tax Revenue to be deposited into the Operation and Maintenance Fund. Tenant and Club recognize that such refunding is subject to the approval of the Arlington City Council. The City shall notify the Tenant and Club when all approvals for the refunding have been obtained and a date for closing on the refunding bonds has been set.

C. Upon the City's closing on refunding bonds that allow Excess Tax Revenue to be deposited into the Operation and Maintenance Fund, Tenant and City shall execute the Lease Amendment.

D. Upon the City's closing on refunding bonds that allow Excess Tax Revenues to be deposited into the Operation and Maintenance Fund, Club and City shall execute the Cowboys Franchise Amendment, Lease Guaranty Amendment, and Purchase Option Amendment.

E. Upon the City's closing on refunding bonds that allow Excess Tax Revenue to be deposited into the Operation and Maintenance Fund, the Club shall execute the Charitable Contribution Amendment.

F. If the parties have not executed the Lease Amendment, Cowboys Franchise Amendment, Purchase Option Agreement, Lease Guaranty Amendment, and the Charitable Contribution Amendment by the Closing Date, then each of the City, Tenant, and Club shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties.

V.
MISCELLANEOUS

A. Governing Law. THIS AGREEMENT SHALL BE INTERPRETED AND THE

RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES APPLICABLE THERETO AND THE LAWS OF THE STATE OF TEXAS APPLICABLE TO AN AGREEMENT EXECUTED, DELIVERED AND PERFORMED IN SUCH STATE.

B. Venue for Actions. The venue for any legal action arising out of this Agreement shall lie exclusively in Tarrant County, Texas.

C. Force Majeure. The time within which any party to this Agreement shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed by condemnation, casualty, damage, strikes or lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor, reason of priority or similar regulations or order of any governmental or regulatory body, enemy action, terrorism, civil disturbance, fire, unavoidable casualties or any other cause beyond the reasonable control of the party seeking the delay.

D. Obligations to Defend Validity of Agreement. If litigation is filed by a third party against the City, Tenant, or Club in an effort to enjoin a party's performance of this Agreement, the parties hereto who are named as parties in such action shall take all commercially reasonable steps to support and defend the validity and enforceability of this Agreement. Either party may intervene in any such matter in which the other party hereto has been named as a defendant. Each party shall be responsible for its attorneys' fees and costs of litigation.

E. Exclusive Dealing. During the term of this Agreement, the Club will not solicit any proposal of, or enter into any plan or agreement with, any county or any city, other than the City, regarding the location of the facility in which the Team plays their regularly scheduled home games.

F. Confidentiality. Should the Tenant or Club share with the City information pertaining to the Complex Improvements that contain confidential commercial information relating to the Tenant, Club, and/or their business and affairs that is protected from public disclosure under applicable law, the City agrees that it will follow all procedures established by applicable law that give the Tenant and/or Club the right to contest the public disclosure of confidential commercial and business information relating to the their affiliated business entities.

G. Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned without the prior written consent of the other party hereto.

H. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

I. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy or reputable overnight courier, and shall be deemed given when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties hereto.

Club: Dallas Cowboys Football Club
One Cowboys Way
Frisco, Texas 75034

With a copy to:
Dallas Cowboys Football Club
c/o Legal Department
One Cowboys Way
Frisco, Texas 75034

Tenant: Cowboys Stadium, LP
One Cowboys Way
Frisco, Texas 75034

With a copy to:

City: City of Arlington
Attention: City Manager
P.O. Box 90231
Arlington, Texas 76004-3231

With a copy to: City of Arlington
Attention: City Attorney
P.O. Box 90231
Arlington, Texas 76004-3231

J. Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any party upon any breach or default of any party under this Agreement shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any breach or default theretofore or thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the parties shall be cumulative and not alternative.

K. No Joint Venture. Nothing contained in this Agreement or any other agreement between the parties is intended by the parties to create a partnership or joint venture

between the Club, on the one hand, and the City on the other hand, or between the Tenant, on the one hand, and the City on the other hand, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

L. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

M. Titles and Subtitles. The titles of the articles, sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

N. Notice and Cure. A party's failure to perform any obligation or agreement required to be performed hereunder after the Closing Date shall not constitute a breach or default hereunder until and unless the non-defaulting party gives the defaulting party written notice of the non-performance and the defaulting party then fails to cure such non-performance by the l0th day after the date on which such notice is given.

[execution page follows]

COWBOYS STADIUM, L.P.

BY_____
Name:_____
Title:_____

DALLAS COWBOYS FOOTBALL CLUB, L.T.D.

BY_____
Name:_____
Title:_____

CITY OF ARLINGTON, TEXAS

BY_____
Trey Yelverton
City Manager

ATTEST:

_____
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY_____

EXHIBIT "A"

COMPLEX IMPROVEMENTS

SAFETY Act perimeter hardening

Pedestrian/vehicular separation, including bridges

Screening guard shack

Cameras, detection, access control enhancements

Employee access screening

Additional venue parking, including rideshare

Signage, including digital boards

Kitchen and concession build out

Mechanical, electric and plumbing improvements, including chiller replacement

Plaza improvements, including shade structures and restrooms

Technology improvements for fans and operations

Replacement of certain area finishes

Glass film, safety and energy efficiency

EXHIBIT "B"

LEASE AMENDMENT

SIXTH AMENDMENT TO COWBOYS COMPLEX LEASE AGREEMENT

THIS SIXTH AMENDMENT TO COWBOYS COMPLEX LEASE AGREEMENT (this "**Amendment**") is entered into as of _____, 2026, between the **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, subsequently amended by that certain First Amendment to Cowboys Complex Lease Agreement, Second Amendment to Cowboys Complex Lease Agreement, Third Amendment to Cowboys Complex Lease Agreement, Fourth Amendment to Cowboys Complex Lease Agreement and Fifth Amendment to Cowboys Complex Lease Agreement (collectively the "**Lease**," capitalized terms used but not defined herein shall have the meaning assigned to them in the Lease.)

B. Landlord and Tenant desire to amend the Lease to extend the initial lease term by fifteen years and address various other provisions.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, Landlord and Tenant agree as follows:

1. Extension of Length of Term. The Term of the Lease shall be and is hereby extended by fifteen years. To give effect to the foregoing:

a. Section 1.2(a) of the Lease is hereby amended to read as follows:

(a) Length of Term. The Term of this Lease shall commence on the Effective Date, shall continue through the Development Period and the Forty-Six Year Period, as identified in Section 1.3, and shall continue beyond the Forty-Six 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).

b. Section 1.3(b) of the Lease is hereby amended to read as follows:

(b) Forty-Six Year Period. The period of time beginning on the Operational Date and ending on the date described in this subsection (b) is hereinafter referred to as the "Forty-Six Year Period." The Forty-Six Year Period shall end and terminate at 11:59 p.m. Central Time, on the forty-sixth (46th) anniversary of the Operational Date; provided, however, that if such anniversary date occurs during the course of a League season (including exhibition games, regular

season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60^{th}) date from and after the Team's last game (regardless of whether a home, road, regular season, playoff, or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however that if a Super Bowl (or other League championship game) is scheduled to be held in Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such championship game. On or about the Operational Date, Landlord and Tenant shall execute a written memorandum confirming the date of the Operational Date (the "Operational Date Memorandum"). During the Forty-Six Year Period and during any Extension Options, the Cowboys Complex shall be used by the Tenant for the purposes described, permitted or required in Section 5.1(c) of this Lease.

c. Section 1.3(c) of the Lease is hereby amended to read as follows:

(c) Extension Options.

(i) Tenant may renew this Lease and extend the Term for uses permitted and required by Article V hereof for four (4) consecutive periods of five (5) years each, followed by one (1) period of four (4) years (each an "Extension Period"), on the same terms provided with respect to the Forty-Six Year Period (except that the annual Rentals during the respective Extension Periods shall be the applicable Extension Period Rent amounts described hereinbelow, and except as may be otherwise set forth to the contrary in Section 5.3(c) of this Lease), by delivering written notice of the exercise thereof to the Landlord not later than ninety (90) days prior to the expiration of the Forty-Six Year Period or each Extension Period thereafter, if and as applicable.

(ii) The First Extension Period shall commence on the day following the expiration of the Forty-Six Year Period and shall terminate at 11:59 p.m. Central Time, on the fifty-first (51^{st}) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60^{th}) date from and after the Team's last game (regardless of whether a home, road, regular season, playoff, or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however that if a Super Bowl (or other League championship game) is scheduled to be held in Cowboys Stadium more than sixty (60) days

following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such championship game.

(iii) The Second Extension Period shall commence on the day following the expiration of the First Extension Period and shall terminate at 11:59 p.m. Central Time, on the fifty-sixth (56th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) date from and after the Team's last game (regardless of whether a home, road, regular season, playoff, or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however that if a Super Bowl (or other League championship game) is scheduled to be held in Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such championship game.

(iv) The Third Extension Period shall commence on the day following the expiration of the Second Extension Period and shall terminate at 11:59 p.m. Central Time, on the sixty-first (61st) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) date from and after the Team's last game (regardless of whether a home, road, regular season, playoff, or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however that if a Super Bowl (or other League championship game) is scheduled to be held in Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such championship game.

(v) The Fourth Extension Period shall commence on the day following the expiration of the Third Extension Period and shall terminate at 11:59 p.m. Central Time, on the sixty-sixth (66th) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60th) date from and after the Team's last game (regardless of whether a home, road, regular season, playoff, or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further

provided, however that if a Super Bowl (or other League championship game) is scheduled to be held in Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such championship game.

(vi) The Fifth Extension Period shall commence on the day following the expiration of the Fourth Extension Period and shall terminate at 11:59 p.m. Central Time, on the seventieth (70^{th}) anniversary of the Operational Date; provided, however, that if such date occurs during the course of a League season (including exhibition games, regular season games, playoff games, or any championship game), then the Term shall automatically be extended, without any further action by either Landlord or Tenant, and without Tenant exercising any Extension Option, to terminate on that date that is the sixtieth (60^{th}) date from and after the Team's last game (regardless of whether a home, road, regular season, playoff, or championship game) of such season (unless this Lease has otherwise been earlier terminated pursuant to its terms); further provided, however that if a Super Bowl (or other League championship game) is scheduled to be held in Cowboys Stadium more than sixty (60) days following Tenant's last game of such season, then this Lease shall terminate at 11:59 p.m. Central Time on the day after such championship game.

(vii) Landlord and Tenant shall, promptly following the exercise by Tenant of an Extension Option (hereinafter defined), execute an amendment to this Lease (in form and content mutually and reasonably satisfactory to each of the Landlord and Tenant) evidencing the exercise of the Extension Option and the Extension Period Rent during the applicable Extension Period.

d. Section 1.3(d) of the Lease are hereby amended to read as follows:

(d) Extension Period Termination Option. At any time during the Second Extension Period, Third Extension Period, Fourth Extension Period, or Fifth Extension Period, Tenant may terminate this Lease by providing Landlord with at least six (6) months' prior written notice. On the termination date, Tenant shall pay Landlord a cancellation fee equal to the Extension Period Rent which would have been due to Landlord throughout the remainder of the Extension Period during which Tenant exercises the Extension Period Termination Option. After the termination date, Landlord and Tenant shall have no further liability hereunder, except those liabilities that expressly survive the termination hereof.

e. The following defined terms set forth and defined in Section 1.5 of the Lease are hereby amended to read as follows:

Extension Option. Any of the five (5) options, exercisable consecutively by Tenant in its sole discretion, to extend the Term for additional periods of five (5) or four (4) years each, pursuance to the terms and conditions set forth in Section 1.3(c) of this Lease.

Extension Period. Any of the four (4) five (5) year periods, or the one (1) four (4) year period, described in Section 1.3(c) of this Lease.

Extension Period Rent. With respect to the First Extension Period, an annual rent due to Landlord in the amount of One Million Dollars ($1,000,000.00) per year. With respect to the Second Extension Period, Third Extension Period, Fourth Extension Period, and Fifth Extension Period, an annual rent due to Landlord in the amount of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) per year.

Extension Period Termination Option. Tenant's option to terminate the Lease during the Second Extension Period, Third Extension Period, Fourth Extension Period, or Fifth Extension Period, as described in Section 1.3(d) hereof.

Fifth Extension Period. The four (4) year period described in Section 1.3(c)(vi) hereof.

Naming Rights Rent. An annual rental payable to Landlord from and after the Effective Date (or such later date as Tenant has actually granted Naming Rights to a Name Sponsor), and through the Forty-Six Year Period, in an amount equal to the lesser of (i) $500,000.00, or (ii) five percent (5%) of the total proceeds received by Tenant from the sale or license of Naming Rights, net of Tenant's Fulfillment Costs.

Thirty-One Year Period. The Thirty-One Year Period shall be the portion of the Term described in Section 1.3(b).

f. The defined term Thirty-One Year Period as set forth and defined in Section 1.5 of the Lease is hereby amended and replaced with the defined term Forty-Six Year Period and is defined as follows:

Forty-Six Year Period. The Forty-Six Year Period shall be the portion of the Term described in Section 1.3(b).

g. The defined term Thirty-One Year Fixed Rent as set forth and defined in Section 1.5 of the Lease is hereby amended and replaced with the defined term Forty-Six Year Period Fixed Rent and is defined as follows:

Forty-Six Year Period Fixed Rent. An annual rental required to be paid to Landlord during the Forty-Six Year Period in an amount of Two Million Dollars ($2,000,000.00).

h. The following defined terms are hereby added to Section 1.5 of the Lease and read as follows:

Complex Improvements. Shall have the meaning assigned to such term in the Master Agreement Regarding Cowboys Stadium Extension.

Maintenance and Operation Account. The account by that name created pursuant to Section III.C. of the Master Agreement Regarding Cowboys Stadium Extension.

Master Agreement Regarding Cowboys Stadium Extension. That certain agreement, dated_____, 2026 between the Landlord, Tenant, and Club.

Tenant's Interest Rate. The actual interest rate obtained by Tenant on its loan to finance the Complex Improvements.

i. The following defined terms set forth and defined in Section 1.5 of the Lease are hereby deleted from the Lease: "Seventh Extension Option" and "Sixth Extension Option."

j. Section 2.1(b) of the Lease is hereby amended to read as follows:

(b) Rental During the Forty-Six Year Period. Commencing on the Operational Date, the annual Rental for the use and occupancy of the Cowboys Complex throughout the Forty-Six Year Period shall be the sum of:

(i) The Forty-Six Year Period Fixed Rent, which Forty-Six Year Period Fixed Rent shall be payable in five hundred and fifty-two (552) 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 Forty-Six Year Period Fixed Rent paid by Landlord is equal to $92,000,000.00; plus

(ii) Naming Rights Rent, which shall be due and payable on December 31st of each year for the Forty-Six Year Period, based on the actual amounts received by the Tenant during such calendar year; provided, however, if the forty-sixth (46th) year of the Forty-Six 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 forty-sixth (46th) year of the Forty-Six Year Period; provided, however, in no event shall the total Naming Rights Rent accrued during the Forty-Six Year Period exceed $23,000,000.00.

k. All references to the defined term Thirty-One Year Period in the Agreement are hereby amended and replaced with the term "Forty-Six Year Period" as defined in this Amendment. All references to the defined term Thirty-One Year Fixed Rent in the Agreement are hereby amended and replaced with the defined term "Forty-Six Year Period Fixed Rent" as defined in this Amendment.

2. Section 5.1(e) is hereby added to the Lease and shall read as follows:

(e) Tenant will use good faith efforts to cooperate with the City of Arlington on economic development efforts to attract and retain businesses to the City of Arlington, including efforts to assemble strategic tracts of land in the

Entertainment District and develop portions of the parking facilities in the Cowboys Complex.

3. **Section 5.1(f)** is hereby added to the Lease and shall read as follows:

   (f) Tenant shall provide the City the right to exclusive use by the City of one suite in the Cowboys Stadium, when Tenant controls suite usage, located in the designated location for such suite as of the date of this Amendment. This use shall include the customary number of admission tickets and parking passes associated with a suite and basic food and beverage services provided at no costs to the City.

4. **Section 5.1(g)** is hereby added to the Lease and shall read as follows:

   (g) Tenant will use good faith efforts to cooperate with the City of Arlington on efforts to address mobility in the Entertainment District, including but not limited to the provision of space in the Cowboys Complex.

5. **Section 5.3(e)** is hereby added to the Lease and shall read as follows:

   (e) Notwithstanding anything in this Lease to the contrary, Landlord shall make deposits of funds into the Maintenance and Operation Account in accordance with this Section 5.3(e). Landlord shall make an initial deposit of funds in the Maintenance and Operation Account of Fifty Million Dollars ($50,000,000.00) on October 1, 2028. On an annual basis thereafter, Landlord shall make deposits into the Maintenance and Operation Account based on the following schedule: Twenty Millions Dollars ($20,000,000.00) annually from October 1, 2029 through October 1, 2048 (the "Annual Deposit"); however, if Tenant's Interest Rate is less than 6.35% then the Annual Deposit amount shall be reduced in accordance with a standard amortization scheduled in which the total loaned amount is Two Hundred and Twenty-Three Million Dollars ($223,000,000.00), the loan term is twenty (20) years, and the interest rate is Tenant's Interest Rate. Tenant may seek disbursements from the Maintenance and Operation Account in accordance with the terms of the Master Agreement Regarding Cowboys Stadium Extension. Should Landlord decide to accelerate the deposit of funds into the Maintenance and Operation Account then the total amount of funds to be deposited in the Maintenance and Operation Account over the Term of the Lease and the duration of such deposits shall be reduced in accordance with a standard amortization schedule in which the total loaned amount is Two Hundred and Twenty-Three Million Dollars ($223,000,000.00), the loan term is twenty (20) years, and the interest rate is 6.35% or Tenant's Interest Rate, whichever is less. Tenant shall use good faith efforts to obtain an interest rate less than 6.35% and shall provide the Landlord with access to records to demonstrate such efforts and substantiate Tenant's Interest Rate.

6. **Section 5.7(c)** is hereby added to the Lease and shall read as follows:

(c) Media and Marketing. Tenant shall cause Club to use good faith efforts to promote, or encourage broadcasters to reference, the City of Arlington by referring to "in Arlington" or "at Arlington" during all home television and radio broadcasts, on Club websites, or media guides, and in a reasonable amount of marketing materials, as reasonably determined by Club.

7. **Section 5.7(d)** is hereby added to the Lease and shall read as follows:

(d) LED Boards. Should Tenant build new exterior digital LED board(s), Landlord will receive ten (10) digital exposures on Tenant determined exterior LED board(s) around the Cowboys Stadium per day on at least one (1) board but no greater than two (2) boards. Such exposures will be on such board(s) that will be comparable in size and scope to the large board(s) contemplated when the Cowboys Stadium was originally built, so long as large boards are built. Each exposure will include a 10-second static advertisement each 24-hour day. Said exposures may not include commercial advertisements and will not run on game days or event days. It is the Landlord's responsibility to provide high resolution files and applicable advertising spots in the appropriate format. The rotation schedule and boards will be determined by Tenant in its sole discretion.

8. **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, however, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Texas.

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

[SIGNATURES ON NEXT PAGE]

Executed as of the date first set forth above.

LANDLORD:

CITY OF ARLINGTON, TEXAS

By:_____
TREY YELVERTON, City Manager

ATTEST:

_____
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:

By:_____
MOLLY SHORTALL, City Attorney

TENANT:

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

By: Cowboys Stadium GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

COWBOYS STADIUM, L.P.

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me or proved to me on the oath of _____ or through _____ (*description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **COWBOYS STADIUM, L.P.,** and as the _____ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, **TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

EXHIBIT "C"

FRANCHISE AMENDMENT

THIRD AMENDMENT TO COWBOYS FRANCHISE AGREEMENT

THIS THIRD AMENDMENT TO COWBOYS FRANCHISE AGREEMENT (this "**Amendment**") is entered into as of _____, 2026, between the **CITY OF ARLINGTON, TEXAS** a duly incorporated home rule city of the State of Texas ("**City**"), and **DALLAS COWBOYS FOOTBALL CLUB, LTD.,** a Texas limited partnership ("**Owner**").

RECITALS:

A. City and Owner entered into that certain Cowboys Franchise Agreement dated as of September 1, 2005 and subsequently amended by that certain Amendment to Cowboys Franchise Agreement and Second Amendment to Cowboys Franchise Agreement (collectively the "**Agreement**," capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.)

B. City and Owner desire to further amend the Agreement to extend the Franchise Term by fifteen years.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, City and Owner agree as follows:

1. **Extension of Franchise Term**. The Franchise Term shall be and is hereby extended by fifteen year. To give effect to the foregoing:

   a. The following defined terms set forth and defined in Section 1.1 of the Agreement are hereby amended to read as follows:

   "Fifth Extension Option"- shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from sixty-six (66) years to seventy years (70) after the Operational Date.

   "First Extension Option"- shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from forty-six (46) years to fifty-one (51) years after the Operational Date.

   "Fourth Extension Option"- shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from sixty-one (61) years to sixty-six (66) years after the Operational Date.

   "Franchise Term"- the period commencing on the Effective Date and ending on May 31st, 2055; provided, however, said forty-six (46) year period shall be extended an additional five (5) years in the event; (i) Tenant exercises the First Extension Option, or (ii) Tenant exercises the Purchase Option with respect to any portion of the Cowboys Complex that includes the Cowboys Stadium and

the First Extension Option has not been previously exercised. If the Franchise Term is extended to fifty-one (51) years as a result of Tenant's exercise of the First Extension Option, the Franchise Term shall thereafter be automatically extended without any further action required by City or Owner for additional periods of five (5) years each upon Tenant's exercise of each of the Second Extension Option, Third Extension Option, Fourth Extension Option, and four (4) years upon Tenant's exercise of the Fifth Extension Option, respectively. Notwithstanding anything to the contrary set forth herein, however, if any Extension Period following the First Extension Period is terminated prior to the scheduled expiration of such Extension Period in accordance with the terms of Section 1.3(d) of the Lease, then the Franchise Term shall end and expire simultaneously with the earlier expiration date of such Extension Period. In any event, if the date on which the Franchise Term is scheduled to expire occurs during the course of a League season (including exhibition games, regular games, playoff games, or any championship game), then the Franchise Term shall automatically be extended, without any further action by Owner or City, to terminate on the date immediately after the Team's last game of the applicable League season.

"Second Extension Option"- shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from fifty-one (51) years to fifty-six (56) years after the Operational Date.

"Third Extension Option"- shall mean the option granted to Tenant under the Section 1.3(c) of the Lease to extend the Lease Term from fifty-six (56) years to sixty-one (61) years after the Operational Date.

b. The following defined terms set forth and defined in Section 1.1 of the Agreement are hereby deleted from the Agreement: "Seventh Extension Option" and "Sixth Extension Option."

c. Section 2.1(b) of the Agreement is hereby amended to read as follows:

(b) From and After the Operational Date. Subject to the rights of termination set forth in Section 2.5 hereof, and further subject to the provisions set forth in Section 2.3 hereof, the Owner shall, commencing on the Operational Date and continuing throughout the remainder of the Franchise Term, continuously designate the City and Cowboys Stadium as the location in which the Home Games shall be played. Accordingly, commencing with the first League season following the Operational Date and continuing throughout the remainder of the Franchise Term, all Home Games of the Team shall be produced and played in the Cowboys Stadium, except that the Team shall be entitled to play up to one (1) of its Home Games outside of the City and Cowboys Stadium during each League season during the Franchise Term. The right to play one (1) Home Game outside of the City and Cowboys Stadium shall be non-cumulative and any unused portion shall expire at the end of each League season. Owner and

City acknowledge and agree that in the event Owner exercises the Purchase Option (with respect to any portion of the Cowboys Complex that includes Cowboys Stadium) during or prior to the First Extension Period, this Franchise Agreement shall continue through and until the fifty-first (51st) anniversary of the Operational Period, upon which date this Franchise Agreement shall terminate; provided, however, if the date on which the Franchise Term is scheduled to expire occurs during the course of a League season (including exhibition games, regular season, playoff games, or any championship game), then the Franchise Term shall automatically be extended, without any further action by Owner or City, to terminate on the date immediately after the Team's last game of the applicable League season. Additionally, Owner and City acknowledge and agree that in the event Owner exercises the Purchase Option at an time subsequent to the expiration of the First Extension Period, this Franchise Agreement shall terminate concurrently with the closing of such purchase pursuant to the Purchase Option, without any further action required by the City or the Owner.

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

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

[SIGNATURES ON NEXT PAGE]

Executed as of the date first set forth above.

CITY:

CITY OF ARLINGTON, TEXAS

By:_____
TREY YELVERTON, City Manager

ATTEST:

_____
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:

By:_____
MOLLY SHORTALL, City Attorney

OWNER:

DALLAS COWBOYS FOOTBALL CLUB, LTD.
a Texas limited partnership

By: JWJ Corporation
its General Partner

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

DALLAS COWBOYS FOOTBALL CLUB, LTD.

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me or proved to me on the oath of _____ or through _____ (*description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **DALLAS COWBOYS FOOTBALL CLUB, LTD.**, and as the _____ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, **TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

EXHIBIT "D"

CHARITABLE CONTRIBUTION AMENDMENT

FIRST AMENDMENT TO CHARITABLE CONTRIBUTION AND PLEDGE AGREEMENT

THIS FIRST AMENDMENT TO CHARITABLE CONTRIBUTION AND PLEDGE AGREEMENT (this "Amendment") is entered into as of _____, 2026, between the **DALLAS COWBOYS FOOTBALL CLUB, LTD.** (the "Donor) and **FOUNDATION FOR ARLINGTON YOUTH** (the "Foundation").

RECITALS:

A. Donor and Foundation entered into that certain Charitable Contribution and Pledge Agreement ("Agreement") dated as of August 26, 2005.

B. Donor and Foundation desire to amend the Agreement to extend the Donor's commitments.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, Donor and Foundation agree as follows:

1. **Section 4.** Section 4. of the Agreement is hereby amended to read as follows:

   4. Donor pledges to the Foundation the total sum of Twenty-Four Million Five Hundred Thousand and No/100 Dollars ($24,500,000.00), to be paid in equal annual installments of $500,000 each year over 49 years, ended in 2055; provided, however, that in the event the Franchise Agreement dated September 1, 2005 between the Dallas Cowboys Football Club, Ltd. and the City if terminated in accordance with the 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 person or entity.

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

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

[SIGNATURES ON NEXT PAGE]

Executed as of the date first set forth above.

DALLAS COWBOYS FOOTBALL CLUB, LTD.
a Texas limited partnership

By: JWJ Corporation
its General Partner

By:_____
Name:_____
Title:_____

FOUNDATION FOR ARLINGTON YOUTH

By:_____
Name:_____
Title:_____

EXHIBIT "E"

PURCHASE OPTION AMENDMENT

SECOND AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE OPTION AGREEMENT (this "**Amendment**") is entered into as of _____, 2026, between the **CITY OF ARLINGTON, TEXAS** a duly incorporated home rule city of the State of Texas ("**Optionor**"), and **DALLAS COWBOYS FOOTBALL CLUB, LTD.,** a Texas limited partnership ("**Optionee**").

RECITALS:

A. Optionor and Optionee entered into that certain Purchase Option Agreement dated as of August 25, 2005, subsequently amended by that certain First Amendment to Purchase Option Agreement (collectively the "**Agreement**," capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.)

B. Optionor and Optionee desire to amend the Agreement to reflect that the initial term of the Cowboys Complex Lease Agreement has been extended by fifteen years.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, Optionor and Optionee agree as follows:

1. **Forty-Six Year Period**. All references to the term Thirty-One Year Period in the Agreement are hereby amended and replaced with the term "Forty-Six Year Period," as defined in the Lease.

2. **Forty-Six Year Period Fixed Rent**. All references to the term Thirty-One Year Period Fixed Rent in the Agreement are hereby amended and replaced with the term "Forty-Six Year Period Fixed Rent," as defined in the Lease.

3. **Ratification; Binding Effect; Governing Law**. Optionor and Optionee each herby ratifies and confirms its obligations under the Agreement. Except as modified hereby, the Agreement shall remain in full effect and this Amendment shall be binding upon Optionor and Optionee and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, however, 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.

[SIGNATURES ON NEXT PAGE]

Executed as of the date first set forth above.

OPTIONOR:

CITY OF ARLINGTON, TEXAS

By:_____
TREY YELVERTON, City Manager

ATTEST:

_____
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:

By:_____
MOLLY SHORTALL, City Attorney

OPTIONEE:

DALLAS COWBOYS FOOTBALL CLUB, LTD.
a Texas limited partnership

By: JWJ Corporation
its General Partner

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

DALLAS COWBOYS FOOTBALL CLUB, LTD.

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me or proved to me on the oath of _____ or through _____ (*description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **DALLAS COWBOYS FOOTBALL CLUB, LTD.**, and as the _____ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, **TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

EXHIBIT "F"

LEASE GUARANTY AMENDMENT

SECOND AMENDMENT TO LEASE GUARANTY

THIS SECOND AMENDMENT TO LEASE GUARANTY (this "**Amendment**") is entered into as of _____, 2026, between the **CITY OF ARLINGTON, TEXAS** a duly incorporated home rule city of the State of Texas ("**City**"), and **DALLAS COWBOYS FOOTBALL CLUB, LTD.,** a Texas limited partnership ("**Guarantor**").

RECITALS:

A. City and Guarantor entered into that certain Lease Guaranty dated as of September 1, 2005 subsequently amended by that certain First Amendment to Lease Guaranty (collectively the "**Guaranty,**" capitalized terms used but not defined herein shall have the meaning assigned to them in the Guaranty.)

B. City and Guarantor desire to amend the Guaranty to reflect that the initial term of the Cowboys Complex Lease Agreement has been extended by fifteen years.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, City and Guarantor agree as follows:

1. **Forty-Six Year Period Fixed Rent**. All references to the term Thirty-One Year Period Fixed Rent in the Guaranty are hereby amended and replaced with the term "Forty-Six Year Period Fixed Rent," as defined in the Lease.

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

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

[SIGNATURES ON NEXT PAGE]

Executed as of the date first set forth above.

CITY:

CITY OF ARLINGTON, TEXAS

By:_____
TREY YELVERTON, City Manager

ATTEST:

_____
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:

By:_____
MOLLY SHORTALL, City Attorney

GUARANTOR:

DALLAS COWBOYS FOOTBALL CLUB, LTD.
a Texas limited partnership

By: JWJ Corporation
its General Partner

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

DALLAS COWBOYS FOOTBALL CLUB, LTD.

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me or proved to me on the oath of _____ or through _____ (*description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **DALLAS COWBOYS FOOTBALL CLUB, LTD.**, and as the _____ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, **TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

DECLARATION

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

My name is Warren V. Norred, my date of birth is February 21, 1963, and my address is 2803 Zinfandel Lane, Arlington, Texas. I am competent to make this declaration, and I declare under penalty of perjury that the following is true and correct:

1. I have been a resident of the City of Arlington, Texas for more than 30 years.

2. I am a member of Voters Voice of Arlington ("VVA"), an unincorporated nonprofit association to advocate for taxpayer rights, transparency, and strict adherence to voter-approved limitations on the use of public-funds in the City of Arlington.

3. I voted in one or more of the elections authorizing venue taxes for stadium projects:

November 2, 2004 special election (Dallas Cowboys Complex Development Project)

November 8, 2016 special election (Texas Rangers Complex Development Project)

4. Prior to, during, and following the elections in which I voted, I participated in the public discussion, debate, and civic process surrounding the proposed venue taxes and stadium projects, and understood by those events that the maximum funding was as the master agreements indicated, and in my discussions with agents for the city, I was informed that the taxes collected were limited to the $325M for the Dallas Cowboys election, and $500M for the Rangers election. I further understood that the Cowboys were responsible for the maintenance of the constructed project.

5. Had I been told that the taxes could depart from the ballot language, the election results would have been different, which I know because people supporting the propositions touted the limited nature of the taxes.

6. I have paid the venue taxes continuously on my taxable purchases made within the City of Arlington from the time the taxes were first imposed following each respective election through the present date, and I continue to pay them today.

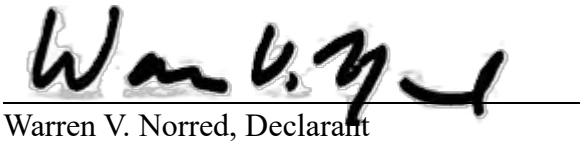
7. I am aware that on April 21, 2026, the Arlington City Council passed a resolution (by a 7-2 vote) authorizing the City Manager to execute a Master Agreement regarding the Cowboys Stadium Extension and related amendments (the "2026 Agreements"). My understanding is that this new resolution will extend the sales tax to pay for another $273M in funding for the Cowboys' project and maintenance, using the sales tax established for the Rangers, beyond what the Ranger election authorized.

8. This is different from what I was told and understood when I voted. I was told the tax would end once the bonds for the approved projects were paid off, and that the teams would pay for their own maintenance. Instead, the plan keeps the tax going for decades longer and uses the tax money to pay for maintenance at the Cowboys' stadium.

9. If the City moves forward with this plan, I will continue paying the half-cent sales tax on my purchases in Arlington for many more years than I expected when I voted. Tax money that I understood would stop being collected once the bonds were paid will instead be used for a different purpose than what was presented to voters.

10. The statements in this declaration are based on my own personal knowledge, what I personally read, heard, and understood at the time of the elections, and what I have learned about the current plan.

Executed this July 2, 2026, in Arlington, Tarrant County, Texas.



Warren V. Norred, Declarant

Exhibit 10

Final Version

MASTER AGREEMENT REGARDING

BALLPARK COMPLEX PROJECT

Between

CITY OF ARLINGTON

And

RANGERS BASEBALL LLC

Dated as of May 24, 2016

Final Version

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Final Version

MASTER AGREEMENT REGARDING
BALLPARK COMPLEX PROJECT

THIS MASTER AGREEMENT REGARDING BALLPARK COMPLEX DEVELOPMENT PROJECT (this "Agreement") is entered into as of May 24, 2016, by and between the CITY OF ARLINGTON, TEXAS, a duly incorporated home rule city of the State of Texas (the "City"), and RANGERS BASEBALL LLC, a Delaware limited liability company, (the "Team").

W I TN E S S E T H:

WHEREAS, Rangers Baseball LLC, as the owner of a professional baseball club that is currently known as the "Texas Rangers" and that is in good standing as a member club of Major League Baseball, has determined that it is in the best interests of the Team and its fans to play Texas Rangers' Scheduled Home Games in the Ballpark Complex to be located within the City on a portion of Land; and

WHEREAS, the Team intends that the Ballpark Complex will be constructed as a first-class facility on a par with other comparably-sized, municipally-owned, multi-use outdoor/indoor sports and community venue projects recently constructed in North America, and, although designed and constructed primarily for use as the home field of the Team, the Ballpark Complex will be designed to accommodate at least 38,000 persons for indoor or outdoor professional, college and amateur baseball games, will accommodate the Team's corporate and executive offices and will be reasonably capable of temporary reconfiguration for other types of indoor or outdoor sports and entertainment events; and

WHEREAS, subject to the performance by the City of its undertakings described herein, the Team has agreed to execute the Non-Relocation Agreement to designate the Ballpark Complex as the home field of the Texas Rangers for at least a 30-year period commencing in the first full year after completion of construction of the Ballpark Complex and to play all of the Texas Rangers' Scheduled Home Games in the Ballpark Complex thereafter through January 1, 2054; and

WHEREAS, pursuant to the authority granted to the City in Chapter 334, Local Government Code, as amended (the "Act"), and in consideration of the undertakings of the Team contained herein and the other agreements described herein and of the continuing economic benefits to be derived therefrom by the City and its citizens, the City, if authorized by its citizens at the Election called and held in accordance with the Election Ordinance, has agreed to join with the Team in the financing and development of the Ballpark Complex and to share in the costs thereof to the extent provided in and in accordance with the terms of this Agreement and the other contracts and agreements referred to or incorporated herein or contemplated hereby; and

WHEREAS, if a majority of the City's voters who cast votes in the Election shall have voted in favor of the proposition, then, in such event, the City and the Team have agreed to use diligent good faith efforts to agree to and approve the Project Documents necessary to pursue the Ballpark Complex; and

WHEREAS, in the event that such Project Documents have not been fully negotiated and approved on or before the Project Documents Deadline then either party may terminate this Agreement pursuant to the terms of Article VIII herein; and

WHEREAS, upon the approval and execution of the Project Documents on or before Project Documents Deadline, then this Agreement shall terminate and the Project Documents shall control and shall supersede the terms and provisions of this Agreement; and

WHEREAS, the Team currently estimates that the Ballpark Complex Budget will be approximately $1,000,000,000 (One Billion Dollars), subject to subsequent adjustments based on the ultimate preparation costs and the completion of final design and architectural plans and final construction costs for the Ballpark Complex; and

WHEREAS, the City, if authorized at the Election, has agreed to pay for a portion of the Project Costs (as hereinafter defined) of the Ballpark Complex in an amount equal to but no more than $500,000,000 (Five Hundred Million Dollars), subject to the financing provisions herein, and not including any costs of defeasance of the Outstanding Bonds, which amount shall be funded out of the Available Bond Proceeds of one or more series of the Ballpark Complex Bonds, as described in Section 3.7(a) hereof to be issued by the City in accordance with the Act; and

WHEREAS, as consideration for the use and occupancy of the Ballpark Complex and in addition to all other amounts for all purposes required to be paid and expended by the Team under this Agreement and the Project Documents, the Ballpark Tenant will pay or cause to be paid to the City the Base Rent commencing on the Rent Commencement Date and annually throughout the Initial Term and any renewal terms of the Ballpark Complex Lease; and

WHEREAS, a portion of the Initial Construction Costs and Operations and Maintenance Costs of the Ballpark Complex shall be paid from the sale of Stadium Builder Licenses by the City; and

WHEREAS, the share of the costs of the Ballpark Complex to be provided by the Team shall be obtained and provided by the Team from any sources determined by the Team, including but not limited to the private funds and sources described herein; and

WHEREAS, any portion of the Initial Construction Costs of the Ballpark Complex not funded by the methods described in the previous recitals may, at the option of the Team, be obtained through "Incremental Funding," as described in Section 3.8(g) hereof, that will be secured by and payable solely from one or more of the following and other user sources as more fully detailed in the Project Documents: (i) the Additional Rent paid to the City, and (ii) if authorized at the Election and in accordance with the Act, (A) the Admissions Tax; (B) the Parking Tax and (C) any other private sources, as determined by the Team, and pursuant to the rights and options reserved to the Team in Section 3.8(g) hereof, all to be done without recourse to the City; and

WHEREAS, this Agreement sets forth the preliminary plan of the City and the Team regarding the financing and development of the Ballpark Complex, and the parties have agreed

subject to the terms of the Project Documents to complete and implement the financing and development plan consistent with the terms of this Agreement and the Project Documents as soon as practicable following the approval of the Project Documents if the proposition submitted pursuant to the Election Ordinance is approved by the voters at the Election;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the City and the Team have agreed and do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Recitals. The findings set forth in the recitals of this Agreement are hereby found to be true and correct.

Section 1.2. Definitions. When used in this Agreement with an initial capital letter or letters, each of the following terms shall have the meaning given it below.

"Act" means Chapter 334, Texas Local Government Code, as amended.

"Additional Costs" means those costs of the Ballpark Complex that may not be funded from Tax Revenues in the City Project Fund, as more specifically described in Section 3.1(b) herein.

"Additional Rent" means cash or surcharge or rent payable to the City that is collected in addition to the Base Rent and is required to support the Incremental Funding.

"Additional Services" means public safety services provided by the City for the Ballpark Complex that are in addition to the Base Services, such services to be paid by the Team.

"Admissions Tax" means a tax on each ticket sold for admission to an event at the Ballpark Complex, at a rate not to exceed 10% of the price of a ticket sold.

"Affiliate" means any entity owned by the Team or owners of membership interests in the Team, or any other entity that directly or indirectly controls, is controlled by, or is under common control with the Team or such owners.

"Agreement" means this agreement.

"Architect" means the architect(s) designing the Ballpark Complex who meets the requirement of Section 2.5 herein.

"Assignee" means any entity to which the Team assigns its rights under the Agreement.

"Available Bond Proceeds" means the proceeds of the Ballpark Complex Bonds, net of financing costs, expenses, reserve funds or other deposits required by the Ballpark Complex Bonds.

"Ballpark Complex" means a flexible, retractable roof, multi-functional stadium, coliseum, sports and community venue project to be located within the City at which the Team will play the Scheduled Home Games.

"Ballpark Complex Bonds" means the City's debt obligations, issued simultaneously or at different times, in one or more series, on a taxable and/or tax-exempt basis, to fund the City Contribution which are secured by Tax Revenues and/or Base Rent. The term "Ballpark Complex Bonds" shall not include any Incremental Funding.

"Ballpark Complex Budget" means the written preliminary budget setting forth the aggregate amount of the Project Costs and Additional Costs and identifying to the extent practicable and in reasonable detail each material cost item for the construction of the Ballpark Complex.

"Ballpark Complex Elements" means those required elements and features of the Ballpark Complex as set forth in Exhibit B.

"Ballpark Complex Lease" means the lease agreement between the City and the Ballpark Tenant concerning the Ballpark Complex.

"Ballpark Complex Site" means that portion of the Land on which the Ballpark Complex is to be constructed.

"Ballpark Tenant" means the Team's Affiliate which executes the Ballpark Complex Lease as tenant.

"Base Rent" means the amount of $2,000,000 (Two Million Dollars) paid to the City annually, a portion of which is to be derived from the proceeds received by the Team or its Affiliates from the sale of the naming rights for the Ballpark Complex as described in Section 2.12 herein, commencing on the Rent Commencement Date and annually throughout the Initial Term thereto, of the Ballpark Complex Lease. During the term of any renewal of the Ballpark Complex Lease, the Base Rent shall be $1,000,000 (One Million Dollars); provided, however that such Base Rent may be increased pursuant to Section 5.1(e) herein.

"Base Rent Excess Revenues" means Base Rent paid to the City not necessary for the payment of debt service or for funding reserves for the Ballpark Complex Bonds.

"Base Services" mean the public safety services provided by the City and paid by the Team for the Ballpark Complex as set forth in a public safety operations and staffing plan entered into pursuant to Section 5.1(l) herein.

"BOC" means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

"BPP" means Ballpark Parking Partners LLC.

"Capital Improvement Costs" means any renovations, additions, repair or capital improvements other than Operations and Maintenance Costs.

"Centerfield Lease" means that lease agreement between the City and Rangers Baseball Real Estate, LLC as tenant, with respect to the offices located within Globe Life Park in Arlington in which the Team offices, as well as additional tenants, are currently located.

"City" means the City of Arlington, Texas.

"City Contribution" means the combined proceeds of the issuance of the Ballpark Complex Bonds, net of all costs and expenses of financing the Ballpark Complex Bonds (including any reserve funds or other deposits required by the Ballpark Complex Bonds but not including any reimbursement to the Team for the costs to defease the Outstanding Bonds) in one or more series, on a taxable and/or tax-exempt basis, the proceeds of which are to be used to construct the Ballpark Complex; provided however, that the City shall not be obligated to contribute more than $500,000,000 in Available Bond Proceeds.

"City Debt Service Account" means the account or fund established by the documents authorizing the Ballpark Complex Bonds in to which Tax Revenues are deposited to pay debt service on the Ballpark Complex Bonds.

"City Designee" means the City Manager of the City or such other person as may be designated by the City Manager as his representative and designee for the construction of the Ballpark Complex and the administration of the Project Documents.

"City Project Fund" means the venue project fund established by the City for the Ballpark Complex, pursuant to Section 334.042 of the Act and as described in Section 3.3 herein.

"City Project Cost Account" means the account within the City Project Fund into which the City Contribution shall be deposited pursuant to Section 3.3(c) herein and pursuant to the documents authorizing the Ballpark Complex Bonds.

"Commissioner" means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"Convention Center Parking Agreement" means that agreement between the City and the Team concerning parking for Ballpark Complex events at the City's convention center.

"Cost Overruns" means those Project Costs in excess of the City Contribution and the Team Contribution for the development, design and construction of the Ballpark Complex for which the Team shall be responsible.

"Development Option Agreement" means that agreement between the City and BPP concerning land subject to the Development Property Lease which grants BPP the right to take title to that land for the purpose of economic development.

"Development Property Lease" means that lease agreement between the City and BPP concerning land owned by the City surrounding the Ballpark Complex.

"Disbursement Account" means an account established by the Team into which funds are transferred from the City Project Cost Account and the Team Project Cost Account to fund Project Costs, as set forth in Section 3.5 herein.

"Election" means that venue election to be held pursuant to the Act on November 8, 2016 authorizing the Ballpark Complex as a venue project under the Act.

"Election Ordinance" means that certain ordinance to be approved by the City Council of the City authorizing and ordering an election to be held pursuant to the Act for the approval of the Ballpark Complex as a venue project under the Act and authorizing the Sales Tax, Motor Vehicle Tax, Hotel Occupancy Tax, Admissions Tax and Parking Tax at the rates described therein.

"Entertainment District" means the City's Tax Increment Financing District #5.

"Excess Tax Revenues" means the annual Tax Revenues, if any, received by the City but not required for the annual debt service payments on the Ballpark Complex Bonds.

"Existing Ballpark Lease" means the lease agreement between the City and the Team pertaining to Globe Life Park in Arlington.

"General Contractor" shall mean that contractor selected by the Team to construct the Ballpark Complex.

"Hotel Occupancy Tax" means the 2% (Two Percent) tax authorized by the Election levied pursuant to Subchapter H of the Act on persons occupying hotel rooms within the City.

"Incremental Funding" means non–recourse special revenue bonds issued by the City, at the request of the Team, the net proceeds of which shall be used to pay for the Initial Construction Costs of the Ballpark Complex, and which will constitute a part of the Team Contribution.

"Incremental Tax Revenues" means the revenues derived by the City, net of the costs of collection, from the Parking Tax and the Admissions Tax.

"Independent Auditor" means an accountant or accounting firm which, in the connection with working for the Team and City, satisfies the criteria for an "independent" certified public accountant set forth in Rule 2-01 of Regulation S-X promulgated by the United States Securities and Exchange Commission. The fees and expenses of the Independent Auditor shall by a Project Cost.

"Initial Construction Costs" means the costs expended to design, develop and construct the Ballpark Complex through initial occupancy.

"Initial Team Contribution" means the amount of $50,000,000 (Fifty Million Dollars) paid by the Team as set forth in Section 3.6(d) for the payment of Project Costs relating to development, design and site preparation of the Ballpark Complex incurred prior to the issuance of the Ballpark Complex Bonds, the total amount of which and the timing of such contribution shall be in the sole discretion of the Team.

"Initial Term" means the term of the Ballpark Complex Lease commencing on the Rent Commencement Date and ending on January 1, 2054.

"International Play" means any baseball-related tour, game, clinic or competition that is initiated by Major League Baseball or the Major League Baseball Players Association and which is staged (a) outside of the United States and the province of Ontario, Canada, or (b) within or without the United States against a foreign club or clubs.

"Land" means the land set forth in Exhibit A which contains the Ballpark Complex Site.

"Major League Baseball" or "MLB" means, depending on the context, any or all of (i) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council, and/or (ii) the Major League Clubs acting collectively.

"Major League Baseball Club" or "Major League Club" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"Major League Constitution" shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

"Master Plans" means a set of preliminary and conceptual plans for the Ballpark Complex.

"MLB Agency Agreement" shall mean the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the

various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

"MLB Approval" shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

"MLB Entity" shall mean each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

"MLB Governing Documents" shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.

"MLB Rules and Regulations" shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

"Motor Vehicle Rental Tax" means the short-term motor vehicle rental tax authorized by the Election and subchapter E of the Act, which shall not exceed 5% (Five Percent) on the gross receipts from the rental in the City of a motor vehicle.

"Non-Relocation Agreement" means the agreement between the City and the Team to designate the Ballpark Complex as the home field of the Team and to play all of the Scheduled Home Games in the Ballpark Complex through the Initial Term, subject to renewal pursuant to Section 5.2.

"Operations and Maintenance Costs" means all operating, maintenance and utility costs of the Ballpark Complex, including work, labor and materials reasonably required in the ordinary course of business to be performed and used to: (i) maintain the Ballpark Complex in good, clean working order; (ii) repair components of the Ballpark Complex as a result of ordinary wear and tear; and (iii) replace, at the end of their economic life cycle, those components of the Ballpark

Complex whose reasonably expected economic life at the time of original installation was two years or less, all as set forth in the Project Documents.

"Outstanding Bonds" means the outstanding City's Special Tax Revenue Bonds, Series 2008 and 2009 or any obligations refunding or defeasing such obligations.

"Parking Tax" means a tax on each motor vehicle parking at a parking facility of the Ballpark Complex at a rate not to exceed $3.00 (Three Dollars) for each motor vehicle.

"Payment Certificate" means the certificate submitted by the Team for the payment of invoices relating to Project Costs, which certificate must conform to the requirements set forth in Section 3.6 herein.

"Person" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

"Plans" means the Ballpark Complex architectural and engineering drawings, renderings, designs, plans and specifications and all schematics, models, studies and derivative works with respect thereto.

"Project Accounts" means, collectively, the City Project Cost Account, the Team Project Cost Account and the Disbursement Account.

"Project Costs" means the actual costs to design, develop and construct the Ballpark Complex provided that such Project Costs are authorized under the Act, including those costs described in Section 3.1 hereto.

"Project Documents" means the Project Funding Agreement, Ballpark Complex Development Agreement, Ballpark Complex Lease, Non-Relocation Agreement, Development Property Lease Agreement, Development Option Agreement, Convention Center Parking Agreement, Stadium Builder License Agreement, if any, and Stonegate Lease, or some combination thereof, as well as such other agreements to which the parties may agree as necessary to fulfill and document the obligations set forth herein.

"Project Documents Deadline" means May 15, 2017 or such other date as the Team Designee and City Designee may agree upon.

"Related Infrastructure" means any store, restaurant, on-site hotel, concession, automobile parking facility, area transportation facility, road, street, water or sewer facility, park or other on-site or off-site improvement that relates to and enhances the use, value or appeal of the Ballpark Complex, including areas adjacent to the Ballpark Complex, and any other expenditure reasonably necessary to construct, improve, renovate, or expand the Ballpark Complex, including an expenditure for environmental remediation; provided that such structure or facility is consistent with the term "related infrastructure" as used in the Act.

"Reimbursement Account" means an account established in the documents authorizing the Ballpark Complex Bonds into which Excess Tax Revenues and Base Rent Excess Revenues are deposited in the amount of the Team Defeasance Costs for the purpose of reimbursing the costs as incurred in the establishment of the Ballpark Complex through the defeasance of the Outstanding Bonds; provided, however, that the Team shall use funds distributed from the Reimbursement Account for Operations and Maintenance Costs, Capital Improvement Costs or Initial Construction Costs of the Ballpark Complex.

"Rent Commencement Date" means the date on which the Ballpark Tenant occupies the Ballpark Complex, as set forth in the Ballpark Complex Lease.

"Sales Tax" means the sales and use tax authorized by the Election and levied pursuant to Subchapter D of the Act and levied at a rate of ½% (one-half percent) on all sales within the City as set forth in the Act and in Chapter 321, Texas Tax Code.

"SBL Proceeds" means the proceeds of the sale of Stadium Builder Licenses, including deposits, but net of SBL expenses, including costs of sale and administration.

"Scheduled Home Games" means all of the Team's regular season and postseason MLB home games that Major League Baseball schedules to take place in the Team's operating territory, as defined in the MLB Rules and Regulations subject to reasonable exceptions for International Play and play in neutral venues other than (i) any regular season games at another location due to a force majeure event, and (ii) in the case of postseason games, at any location required by MLB.

"Stadium Builder Licenses" or "SBL" means personal or private seat licenses sold by the City, as owner of the Ballpark Complex, to the general public as authorized in the Act. Such licenses will grant holders the right, among others, to purchase tickets for certain seats to events held at the Ballpark Complex.

"Stonegate Lease" means that lease between the City and BPP, dated June 30, 2014, concerning the tract of land located south of Cowboys Way in Arlington, Texas.

"Targeted Taxes" means any form of tax or legislation imposing an economic burden that is exclusively levied or imposed on any portion of the Ballpark Complex or the Team or its Affiliates that will be assessed on or directed at advertising, tickets, concessions, catering, parking (other than as set forth in the Election and the Project Documents), rent, or other facilities, services or revenue streams of the Ballpark Complex, without the prior written approval of the Team, provided however that Targeted Taxes shall not include the Sales Tax, Hotel Occupancy Tax, Motor Vehicle Rental Tax, Parking Tax or Admissions Tax provided for herein.

"Tax Revenues" means the revenues derived by the City, net of the costs of collection, of the Hotel Occupancy Tax, the Sales Tax and the Motor Vehicle Rental Tax.

"Team" means the Rangers Baseball LLC, a Delaware limited liability company.

"Team Contribution" means the amount of funds necessary to pay the Project Costs of the Ballpark Complex, less the City Contribution and the SBL Proceeds.

"Team Defeasance Costs" means the total costs incurred by the Team or its Affiliate to defease any or all of the Outstanding Bonds, including the costs of the Team borrowing for such costs and any interest paid thereon, provided, however, that for the purposes of this definition, the weighted average rate of interest over the reimbursement period shall not exceed 5.5%.

"Team Deposit" means each deposit to the Team Project Cost Account equal to the amount required for the payment of Project Costs as set forth in Section 3.6(a)(i) herein.

"Team Designee" means one or more Affiliates designated pursuant to Section 2.1 as the Team's representative which (acting together and not alone) have full authority and responsibility for and control over the development, construction, operations and maintenance of the Ballpark Complex, including but not limited to, the authority to enter into contracts as set forth in Article III herein.

"Team Project Cost Account" means the account established by the Team at a depositary institution that has one or more branches located in the City for the purpose of funding the Team Contribution, as set forth in Section 3.4 herein.

"Team Representative" means the individuals designated pursuant to Section 9.7 herein who have full authority (acting together and not alone) to administer this Agreement on behalf of the Team.

"User Incremental Funding Payments" means Additional Rent, the revenues from the Parking Tax and Admissions Tax (at the rates specified in the Election) received by the City, with such payments to be pledged to the Incremental Funding.

"Youth Ballpark" means the baseball field currently located adjacent to Globe Life Park in Arlington that is primarily used for youth baseball games.

ARTICLE II

THE BALLPARK COMPLEX DEVELOPMENT

Section 2.1. Affiliated Team Parties.

The Team and its owners shall have the right to designate the Team Designee.

Section 2.2. Development of the Ballpark Complex.

Subject to the terms and conditions set forth in this Agreement, (a) the Team shall plan, design, develop, construct, complete and make operational the Ballpark Complex substantially in accordance with Ballpark Complex Elements, set forth in the attached Exhibit B; and (b) the respective funding commitments shall be funded from the sources and in the manner provided in Article III hereof.

Section 2.3. Ownership of the Ballpark Complex, Exemptions from Ad Valorem Taxes, and Sales Taxes During Construction.

(a) The City shall own the Ballpark Complex for public purposes as provided herein and as set forth in the Act. The Team shall own all the Plans; provided, however, that the Team shall grant the City a limited license to such Plans consistent with the Project Documents and in connection with its rights in the Ballpark Complex under the Ballpark Complex Lease and pursuant to the exercise of the City's governmental functions. The City shall not use any of such Plans for commercial purposes or purposes unrelated to the Ballpark Complex. Unless the Team or its Affiliate purchases the Ballpark Complex pursuant to Section 5.1(f), upon termination of the Ballpark Complex Lease and any renewals thereof, ownership of the Plans shall be transferred to the City; provided, however, that the City shall grant the Team a limited license to such Plans for use in connection with the history of the Team, including the exploitation and sublicensing thereof for commercial purposes. For so long as it is owner of the Plans, the Team shall have exclusive rights to license the Plans and receive the benefit therefrom and shall have the sole power and authority to grant rights in the Plans as contemplated herein and in the Project Documents.

(b) The Team shall provide the City, as the owner of the Ballpark Complex, a copy of all as-built drawings and any applicable operations or maintenance documentation relating to material structural changes and material capital improvements to the Ballpark Complex within a reasonable period after completion of construction or installation thereof. The provisions of Section 2.3(a) shall apply with respect to the ownership and licensing of the Plans related to such structural changes and capital improvements.

(c) The components of the Ballpark Complex that are located on the Land and owned by the City and the leasehold interests of the Team or its Affiliates in the Land and in improvements used for the Ballpark Complex, as permitted by the Act, are intended to be exempt from ad valorem taxes as set forth in the Act.

(d) During construction of the Ballpark Complex, the City and the Team shall cooperate in seeking a determination from the Comptroller of Public Accounts of the State of Texas confirming that items of tangible personal property (including without limitation materials, equipment and supplies) acquired by the City or by the Team on behalf of the City pursuant to the Project Documents shall be exempt from sales and use taxes. The City and the Team shall take appropriate or necessary steps to establish and maintain the foregoing exemption, including without limitation (i) structuring all construction contracts and subcontracts as "separated contracts" within the meaning of the Texas Tax Code, containing separately stated contract prices for materials and labor, (ii) executing and delivering an agreement or agreements between the City and the Team providing for donation and assignment to the City of items of tangible personal property (including without limitation materials, equipment and supplies) purchased with funds disbursed out of the Project Accounts, as and when incorporated into the Ballpark Complex or as and when delivered to the Ballpark Complex Site (including any staging area on the Land relating to the Ballpark Complex), (iii) the City's confirming in writing to the Team the City's acceptance of delivery of each donation of such tangible personal property, and (iv) the Team's issuing exemption certificates to its contractors and requiring that all contractors

issue resale certificates to their subcontractors, in each case claiming appropriate exemption from tax.

Section 2.4. Design and Construction of The Ballpark Complex.

The Team shall have exclusive control over the planning, design, engineering and construction of the Ballpark Complex, except to the extent this Agreement expressly provides for the City's participation in that process. The Team shall be responsible for meeting or requiring through its contracts with its design professionals and contractors for meeting those requirements of law applicable to the construction of improvements on privately owned real property in the State of Texas (including without limitation, if applicable, (i) United States Occupational Safety and Health Administration requirements, (ii) Americans with Disabilities Act requirements, (iii) requirements under Title VII of the Civil Rights Act of 1964, as amended, (iv) Age Discrimination in Employment Act requirements, (v) building codes and zoning requirements, and (vi) storm water, street, utility and related requirements).

Section 2.5. Architect and Engineers.

(a) The Team shall have all authority, control and rights in selecting (including the procedures or methods of procurement and selection), terminating and replacing such design professionals as reasonably required for the design of the Ballpark Complex, including the Architect who shall have the primary responsibility for the architectural design of the Ballpark Complex and who shall meet the qualifications criteria stated in this Section 2.5.

(b) The Architect shall be an architectural firm experienced in the design of sports and entertainment facilities of the nature contemplated herein. The Team shall, to the extent authorized by law, contractually obligate the Architect to indemnify the Team, the Team Designee and Affiliates and the City as joint indemnitees consistent with the provisions of Chapter 130, Texas Civil Practices and Remedies Code, and to maintain insurance (including errors and omissions coverage) for liabilities that may arise out of its design for the benefit of the Team and the City as additional insureds to the extent that such additional insured status is commercially available without additional premium cost, in each case in form and substance not less than is customary for a City-operated design project with a scope similar to that of the Ballpark Complex.

(c) The Team shall require in its contracts with the Architect or structural engineer (if the Team contracts directly with such structural engineer) that the structural elements of the Ballpark Complex be engineered in accordance with generally accepted engineering practices and engineered at a standard for an estimated useful life of the structural elements of not less than 40 years. In addition, the Team shall require that, at a minimum, the Ballpark Complex be designed to comply, in all material respects, with the current requirements of Major League Baseball when such design is made.

Section 2.6. General Contractor.

The Team shall have exclusive authority, control and rights in selecting (including the procedures or methods of procurement and selection), terminating and replacing the General Contractor for the Ballpark Complex.

Section 2.7. City Participation in Designing Ballpark Complex.

The following provisions shall apply to the design of the Ballpark Complex:

(a) In accordance with the requirements between the Team and the City with regard to the development and construction of the Ballpark Complex, the Team shall reasonably consult with or contractually obligate its Architect, those engineers with whom the Team has contracted directly, and the General Contractor to reasonably consult with the City Designee, with respect to the Team's satisfaction of the City's code requirements applicable to the design and construction of the Ballpark Complex.

(b) The City Designee's participation in the design and construction of the Ballpark Complex shall be limited to (i) the enforcement of City code requirements applicable to the Ballpark Complex, (ii) verifying that the design of the Ballpark Complex conforms to City codes, general construction ordinances and regulations applicable to the Ballpark Complex, (iii) verifying that the Ballpark Complex is constructed substantially in accordance with the Ballpark Complex Elements as adjusted pursuant to subsection (c) immediately below, (iv) approving all connections or tie-ins between the Ballpark Complex and existing City streets, storm sewers and utilities and (v) approving the proposed vehicle access and circulation in order to maximize efficient and effective traffic flow to and from public streets, during both event and non-event days.

(c) The Team may at any time or from time to time change any element of the Ballpark Complex Elements with notice to the City Designee; provided, however, that if any such proposed change would result in (i) the seating for professional baseball games being less than 38,000 seats or (ii) the Ballpark Complex not being in substantial compliance with the standards set forth in Section 2.5 regarding the engineering design of the structural elements or the minimum facility standards of Major League Baseball at the time of design, such change shall not be made by the Team without first having been approved in writing by the City Designee, which shall not be unreasonably withheld or delayed.

(d) To ensure that neither the design nor the construction of the Ballpark Complex is delayed due to delays in the delivery of City responses or delays in other required City actions, the City shall cause the City Designee, his designee and other City personnel to respond in an expeditious manner to all submissions and requests by the Team, the Architect, the engineers or the General Contractor, which such response shall be binding on the City. By performing the functions described in this Section 2.7, the City Designee shall not, and shall not be deemed to, assume the obligations or responsibilities of the Architect, or the General Contractor, whose respective obligations pursuant to their respective agreements with the Team shall not be affected by the City Designee's exercise of the functions described in this Section 2.7.

Section 2.8. City Permits and Inspectors.

(a) The Team shall obtain, or cause to be obtained through contracts with the Architect or General Contractor, all City permits, licenses and approvals required pursuant to the agreement between the Team and the City regarding reasonable permitting requirements and procedures in connection with the construction of the Ballpark Complex and all other permits or approvals (if any) issued by other governmental agencies, to the extent required by law. Fees, expenses, assessments, charges and other payments imposed by the City relating to the permits, licenses and approvals shall be waived.

(b) To facilitate and expedite (i) scheduling and conducting necessary inspections, (ii) granting necessary permits and (iii) the completion of other required compliance with City ordinances, rules or regulations with respect to the design and construction of the Ballpark Complex, the Team shall retain a third party inspector who shall, as necessary, be available at the construction site on a full-time basis during the construction of the Ballpark Complex and who shall have such authority necessary to provide all such approvals and issue such permits as required from the City with regard to the construction of the Ballpark Complex. The cost to retain a third party inspector shall be a Project Cost.

(c) The waiver of permit fees, expenses, assessments, charges and other payments in Section 2.8(a) above shall only be effective so long as the Team retains a third party inspector pursuant to Section 2.8(b) above.

Section 2.9. Contractor Assurances.

The Team shall contractually obligate the General Contractor to provide the following assurances to protect the City and the Team, the Team Designee and Affiliates during and after construction: (i) commercially reasonable procedures to assure payment and performance by the General Contractor's subcontractors, including payment and performance bonds to be furnished by those subcontractors if required by the Team, (ii) indemnification (which shall include commitments to defend and hold harmless) consistent with indemnification provisions customarily provided by prime contractors for City operated construction projects with a scope similar to that of the Ballpark Complex, to the extent allowed by law, and (iii) insurance, including commercial liability, all-risks builders risks, workers compensation, auto liability and excess umbrella coverage, each in form and substance not less than is customary for a City-operated construction project with a scope similar to that of the Ballpark Complex. Each such indemnity and insurance policy shall name both the City and the Team Designee, and the Team's Affiliates, as joint indemnitees and as additional insureds, as the case may be. The City may from time to time reasonably request in writing that the Team furnish to the City evidence of the insurance provided by the General Contractor.

Section 2.10. Construction Contracts.

The Team shall have the sole right and responsibility to negotiate and enter into all contracts necessary for the design, engineering, construction and completion of the Ballpark Complex containing such terms and provisions as agreed by the Team, subject to such

requirements as provided in Section 2.11 below. The Team shall provide to the City a copy of each construction contract to which the Team is a party.

Section 2.11. Additional Requirements.

In connection with the design and construction of the Ballpark Complex, the Team, shall contractually obligate the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Architect shall provide to the City Designee copies of schematic design, design development and construction plans and specifications for the Ballpark Complex (including revisions) as such plans and specifications are completed and approved or accepted by the Team and shall be available, in accordance with the requirements between the Team and the City with regard to the development and construction of the Ballpark Complex, and shall discuss with the City Designee comments the City Designee may have concerning such plans and specifications (provided that the Team shall have sole discretion and full right and authority to make decisions regarding such comments provided that the Team and Architect are in compliance with City codes and ordinances applicable to the Ballpark Complex);

(b) The Architect shall provide at least three (3) sets of construction documents approved or accepted by the Team to the City Designee, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas;

(c) In accordance with the requirements between the Team and the City with regard to the development and construction of the Ballpark Complex, the Team or such person selected by and contracting with the Team shall provide the City Designee with one (1) copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(d) The Architect or such other qualified person selected by and contracting with the Team shall have on-site observation responsibilities of a standard at least comparable to that set forth in Section 3.6.2 of the AIA Document B132 (2009);

(e) The Team or such person selected by and contracting with the Team shall keep the City Designee reasonably advised and informed regarding the design and construction of the Ballpark Complex in accordance with the requirements between the Team and the City with regard to the development and construction of the Ballpark Complex;

(f) The Team or such person selected by and contracting with the Team shall provide the City Designee with reasonable advance notice of regularly-scheduled construction meetings and shall permit the City Designee to attend such meetings in accordance with the requirements between the Team and the City with regard to the development and construction of the Ballpark Complex;

(g) The General Contractor shall be responsible for maintaining reasonable vehicular and pedestrian access to property and buildings on the Ballpark Complex Site and other portions of the Land that abut City rights-of-way, including the provision of temporary facilities,

including pavements and utilities, until permanent facilities are in place or existing facilities are restored;

(h) The General Contractor shall arrange for site security within designated areas under construction, except as otherwise expressly required by its contract with the Team;

(i) The General Contractor shall comply with, and shall require that its agents and contractors comply with, all applicable laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(j) The General Contractor shall notify the Team and shall not proceed without the Team obtaining the City Designee's approval (which shall not be unreasonably withheld or delayed) with regard to all field changes that directly result in material changes to preexisting plans for the Ballpark Complex connections with City streets, storm sewers and utilities;

(k) The appropriate engineers designated by the Team shall cause all appropriate soils and materials testing to be conducted by certified independent laboratories and, upon the City's written request, shall furnish to the City copies of reports of such testing otherwise prepared for such engineers.

(l) The General Contractor shall promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the General Contractor or its subcontractors to property or facilities of the City, and shall reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(m) The General Contractor shall provide reasonable advance notice to the City Designee and shall allow the City Designee to be present during the scheduled pre-final (if any) and final inspection of the Ballpark Complex following substantial completion of construction;

(n) The General Contractor shall obtain correction of defective work, and shall perform warranty work (or shall cause such work to be performed) within the applicable corrective period as required in its contract with the Team;

(o) The General Contractor shall provide the Team with a sufficient number of copies of all building systems, training, operation and maintenance manuals for the Ballpark Complex within a reasonable time following completion of construction to allow the Team to provide such manuals to the City Designee in accordance with the requirements between the Team and the City with regard to the development and construction of the Ballpark Complex; and

(p) The General Contractor shall provide the Team with a sufficient number of complete as-built drawings for the Ballpark Complex within a reasonable time following completion of construction to allow the Team to provide one such set to the City Designee in accordance with the requirements between the Team and the City with regard to the development and construction of the Ballpark Complex.

If any of the foregoing entities or persons shall fail in a material respect to perform any of its contractual obligations described in this section (or in Section 2.9, Section 2.10 or Section 2.11), the Team shall use good faith efforts to enforce, to the extent practicable, such contractual obligations against such entities or persons.

Section 2.12. Naming Rights, Sponsors and Signage.

(a) The Team shall have all authority, control and rights in selecting the name or names of the Ballpark Complex, as well as the sponsor or sponsors for which the various portions of the Ballpark Complex will be named from time to time, and all signage, branding, service, concession or other rights, including without limitation, the right to retain all proceeds therefrom, (except for any naming rights paid to the City as a component of Base Rent). Notwithstanding the foregoing sentence, the name given to the Ballpark Complex (and any other material naming rights of any permanent sub-portions of the Ballpark Complex that feature material signage) shall not include any reference to the proper geographic name of any city, governmental entity or quasi-governmental entity (e.g., economic development corporations) that is within the Dallas-Fort Worth Metropolitan Statistical Area (as defined by the United States Office of Management and Budget), unless such reference is to "Texas," or "Arlington," or to the "City of Arlington" (unless such geographic name is part of the name of any non-governmental company sponsor – e.g., Mutual of Omaha). The Team shall use good faith efforts to promote the City of Arlington by referring to "in Arlington" or "at Arlington" near the beginning of all home television and radio broadcasts, on Team websites, or media guides, and in a reasonable amount of marketing materials, as reasonably determined by the Team.

(b) The Team shall use good faith efforts to use "in Arlington" or "at Arlington" in the names of a mutually agreed upon prominent feature or element both inside and outside of the Ballpark Complex.

Section 2.13. Temporary Sponsorships or Advertising.

The City and the Team intend that advertising placed within the boundaries of the Ballpark Complex, including any marquee, pylon, monument or directional signs will not be restricted, except by safety, environmental, zoning and other like regulations, which may require permits, variances and authorizations to maximize signage and signage revenue. In addition, the City acknowledges that it is desirable and appropriate for additional signage (including advertising and directional signage for the Ballpark Complex to be placed outside the boundaries of the Ballpark Complex such as on certain highways, roadways, etc. near the Ballpark Complex and shall work with the Team on the application for an approval of all permits, variances and authorizations required for all such signage as may be reasonably requested by the Team. Further, the City intends to amend the ordinances governing a Major Sports Complex in the City to cover a facility of the size and configuration contemplated herein so that such rights, obligations and protections will be extended to the Ballpark Complex.

Section 2.14. Intellectual Property Rights.

The Team shall own all intellectual property rights in, to and relating to the Ballpark Complex and the Plans subject to Sections 2.3(a) and 2.3(b) herein, whether now in existence or created in the future, including without limitation all copyrights, trademarks, trade dress and merchandising rights in the Ballpark Complex and the Plans, all names, logos and likenesses, as well as all rights to protect, enforce and license any or all of the foregoing.

Section 2.15. Stadium Builder Licenses.

(a) The City will sell Stadium Builder Licenses as part of the financing of the Ballpark Complex pursuant to the Project Documents. Proceeds from the sale of Stadium Builder Licenses shall be collected solely by the City for Initial Construction Costs and Operations and Maintenance of the Ballpark Complex, in accordance with the Project Documents.

(b) As owner of the Ballpark Complex, the City shall own, and will continue to own the sole and exclusive right to sell, license, or otherwise transfer SBLs and all similar instruments and rights with respect to any and all seats located in the Ballpark pursuant to Section 334.042 of the Act. The Team acknowledges that it has no right to sell SBLs for the Ballpark (except as agent of the City, if it is so appointed), whether based on its ownership of a Major League Baseball franchise, its maintenance of a season ticket list, its status as a tenant of the Ballpark Complex, or otherwise. This provision does not preclude the City from granting to the Team through the Ballpark Complex Lease, the right to sell individual game tickets, season tickets, suite licenses and similar rights and licenses.

(c) The City elects, in its sole discretion, and pursuant to the Project Documents, to appoint the Team as the City's agent to assist the City in marketing and selling SLBs and the Team agrees to such appointment, as set forth in the Project Documents. The City may hire such other agents for marketing and selling the SBLs and for related purposes as it deems appropriate.

ARTICLE III

COSTS AND FINANCING OF THE BALLPARK COMPLEX

Section 3.1. The Ballpark Complex Costs.

(a) The Project Costs shall include without limitation the following:

(i) acquisition and preparation costs of the Ballpark Complex Site and other portions of the Land incident thereto, including without limitation (i) all environmental remediation necessary with respect to the Ballpark Complex and Land incident thereto, (ii) the cost of physical improvements, landscaping and security for existing facilities that will be located on property immediately physically adjacent to the Ballpark Complex Site

that are permitted under the Act, but not including the costs of development or construction of Texas Live!;

(ii) land planning, design, architectural and engineering costs incurred by the Team for preparation of plans, specifications and designs for the Ballpark Complex and for appropriate construction oversight and assessments by the Architect and engineers;

(iii) costs incurred by the Team to construct, equip and furnish the Ballpark Complex;

(iv) environmental assessments covering the Ballpark Complex Site, and covering the land and projects adjacent to the Ballpark Complex Site (and assessments of costs if remediation is needed or required on any portion of the Ballpark Complex or on any portion of adjacent land which, without such remediation, may adversely affect any portion of the Ballpark Complex);

(v) soil conditions reports and evaluation of soil removal, reclamation, fill and improvements requirements;

(vi) all on-site and off-site work to cause utilities to be available at the Ballpark Complex, utility relocation and street abandonment;

(vii) zoning and land use issues and confirmation that all zoning and land use ordinances, codes and laws allow the development and construction of the Ballpark Complex as contemplated by this Agreement, and/or the availability of variances and special use permits for any non-compliance);

(viii) the removal of existing liens, easements and other encumbrances imposed upon or otherwise affecting the Ballpark Complex, excluding any existing liens for which the Team, and/or its Affiliates, including but not limited to, Rangers Baseball Real Estate LLC and BPP is the mortgagor or otherwise responsible party;

(ix) determination of any special development restrictions (such as FAA approval, archeological and historical significance requirements or assessments, etc.);

(x) all other due diligence performed or to be performed by the parties pertaining to the Ballpark Complex (such as, by means of example only but without limitation, impact statements and impact fee requirements, traffic studies and transportation requirements (local and regional), all potential infrastructure, utility, parking, signage, and drainage needs and requirements);

(xi) costs incurred for any Related Infrastructure that is not located on the Ballpark Complex Site or other parcels of the Land, and including without limitation (A) costs incurred for demolition, grading, paving, constructing, landscaping, installing lighting and striping the parking areas, and parking structures, if any, (B) costs of detention facilities and other related infrastructure improvements, (C) costs incurred to design and construct any stores, restaurants or on-site hotels, and (D) costs of acquiring

rights-of-way and for designing and constructing various necessary roadway improvements which otherwise might constitute Related Infrastructure;

(xii) permit, license and inspection fees incurred after the date of this Agreement by the Team for the Ballpark Complex;

(xiii) fees and expenses of the General Contractor, subcontractors, consultants and similar persons incurred after the date of this Agreement by the Team, directly or indirectly in connection with the planning, design, engineering, construction, equipping and furnishing of the Ballpark Complex;

(xiv) costs incurred after the date of this Agreement by the Team in complying with the requirements of Section 2.11 hereof;

(xv) costs incurred after the date of this Agreement by the Team in connection with removing, or providing security for, any material lien or encumbrance that arose in connection with the design, engineering, construction, equipping or furnishing of the Ballpark Complex;

(xvi) reasonable general and administrative expenses of the Team allocable to the administration or oversight of the activities contemplated in Article II hereof and incurred after the date of this Agreement by the Team, directly or indirectly, in connection with the planning, design, engineering, construction, equipping and furnishing of the Ballpark Complex;

(xvii) All Operations and Maintenance Costs, and Capital Improvement Costs paid during the Initial Term of the Ballpark Complex Lease and any renewals thereof; provided however, that the City Contribution and any Incremental Funding may only be used for the Initial Construction Costs of the Ballpark Complex;

(xviii) all other out-of-pocket costs of the City or the Team paid out or incurred prior to or after the financing stage for the Ballpark Complex that were expended for and that are attributable to the construction of the Ballpark Complex; and

(xix) such other costs and expenses as the parties hereto shall mutually approve in writing; provided however, that the City Contribution may only be used for the Initial Construction Costs of the Ballpark Complex.

(b) Additional Costs. The Additional Costs shall include without limitation, the following:

(i) The fair market value of parcels contributed by the Team for development and operation of the Ballpark Complex, not to exceed 50 acres.

(ii) Team Defeasance Costs, if any, subject to Section 3.3(a);

(iii) all costs incurred by the Team in decommissioning or demolishing of Globe Life Park in Arlington or any portion thereof;

(iv) Cost Overruns;

(v) costs incurred in excess of $100,000,000 (One Hundred Million) for the development of Texas Live! and the related hotel development;

(vi) such other costs and expenses as the parties hereto shall mutually approve in writing.

(c) The Project Documents will address the Team's commitment to make additional capital contributions to the City's Entertainment District such that the total contribution by the Team and its Affiliates with respect to the Ballpark Complex and surrounding development is at least equal to the City Contribution.

Section 3.2. Project Budget and Master Plan.

(a) As soon as practicable after the Team determines that the Architect's preliminary or conceptual plans for the Ballpark Complex are satisfactory and in conformity with the Ballpark Complex Elements, and after an initial estimate of total Project Costs and Additional Costs has been determined based on such plans, which estimate must also be satisfactory to the Team, the Team shall deliver to the City (i) the Master Plans that reasonably identify the proposed locations of the parking tracts and of the Ballpark Complex, the parking facilities and the Related Infrastructure on the Ballpark Complex Site and other portions of the Land, and (ii) the Ballpark Complex Budget. The Team shall deliver to the City any updates to the Master Plans and the Ballpark Complex Budget that are delivered to the Team.

(b) The City and the Team currently estimate that the Ballpark Complex Budget will be approximately $1,000,000,000 (One Billion Dollars), subject to subsequent adjustments based on the ultimate land preparation costs and the completion of final design and architectural plans.

(c) The Ballpark Complex Budget shall reflect the line items set forth on the attached Exhibit D and no material change shall be made by the Team in the Ballpark Complex Budget unless (i) such change is disclosed to the City, (ii) such change does not affect the suitability of the Ballpark Complex as a Major League Baseball venue, and (iii) to the extent such change causes the Project Costs to exceed $1,000,000,000 (One Billion Dollars), the Team, subject to the Team's acceptance of the revised Ballpark Complex Budget, shall be responsible for any such Cost Overruns as an Additional Cost; provided, however, the Project Documents will further detail the required completion standards resulting from the Team's change orders as elected by the Team.

Section 3.3. City Project Fund and Cost Account.

(a) Pursuant to the Project Documents, the City shall establish the City Project Fund. The City Project Fund shall consist of separate accounts as are necessary to comply with the Act and the terms and conditions of the Ballpark Complex Bonds, the Incremental Funding and the

Outstanding Bonds, and as are necessary for funding the payment of the City Contribution or the refunding or defeasance of the Outstanding Bonds. The City Project Fund shall include (i) the City Project Cost Account, into which account the City Contribution shall be deposited and out of which account funds shall be transferred to the Disbursement Account for payment of the City's portion of Project Costs pursuant to the procedure set forth in Section 3.6, (ii) other accounts as may be required in the proceedings authorizing the Ballpark Complex Bonds and Incremental Funding, including without limitation, the City Debt Service Account, and (iii) if the Team or any Affiliates make a payment to the City for the defeasance of the Outstanding Bonds, a Reimbursement Account into which Excess Tax Revenues and Base Rent Excess Revenues shall be deposited up to the amount of the Team Defeasance Costs, which shall be disbursed to the Team after such funds have been deposited to funds and accounts as required pursuant to the ordinance or indenture authorizing the Ballpark Complex Bonds and Incremental Funding, and may be used by the Team for construction of the Ballpark Complex, Maintenance and Operations Costs or Capital Improvement Costs.

(b) The SBL Proceeds shall be deposited into a segregated City account for the payment of the Initial Construction Costs or Operations and Maintenance Costs of the Ballpark Complex, as set forth in the Project Documents.

(c) The City Project Cost Account shall not be commingled with any other funds of the City. The City acknowledges that the funds in the City Project Cost Account shall be dedicated solely to the payment of Project Costs. The City Project Cost Account shall be administered and controlled (including signatory authority) by the City and funds in such account shall be disbursed in the manner provided in Section 3.6. Pending disbursement of funds in the City Project Cost Account, the City shall invest such funds only in investments permitted and authorized by applicable law and the City's investment policy as in effect from time to time. All income earned on such investments shall be deposited in, and shall become part of, the City Debt Service Account or the City Project Cost Account, at the option of the City.

(d) If funds remain in the City Project Cost Account after the completion of the Ballpark Complex and the payment of all Project Costs pursuant to the terms hereof, then such funds shall be utilized by the City for the purpose of paying or retiring the Ballpark Complex Bonds.

(e) Beginning in fiscal year 2017, the City shall deposit rent, in the amounts set forth below, then or thereafter payable to the City by the Team or an Affiliate pursuant to the Existing Ballpark Lease, the Development Property Lease and the Centerfield Lease, to a segregated account of the City. Such rent amounts shall be transferred to the segregated account in annual installments beginning with $350,000 for fiscal year 2017 and increasing annually by a minimum of $350,000 until 100% of annual rent referenced in this section is transferred. If the Team or its Affiliate makes a payment for the defeasance of the Outstanding Bonds, 100% of such rent payments on deposit in the City's segregated account shall be used, in conjunction with any Team payment, to defease the Outstanding Bonds. If, however, the Team or its Affiliate does not make a payment to defease the Outstanding Bonds, such rent payments in the segregated account shall be used by the City for any lawful purpose. If, subsequent to the defeasance of the Outstanding Bonds pursuant to a Team payment, there are continued rent payments under this

Section, such payments shall continue to be deposited to the City segregated account and shall be remitted to the Team for reimbursement of the Team Defeasance Costs. Only the rent amounts deposited to the segregated account shall be available for defeasance of the Outstanding Bonds and/or reimbursement to the Team.

Section 3.4. Team Project Cost Account.

(a) The Team shall establish the Team Project Cost Account into which account the Team Contribution shall be deposited or, if applicable, each Team Deposit shall be deposited and into which account any subsequent contributions by the Team for Cost Overruns shall be deposited. The Team acknowledges that funds in the Team Project Cost Account shall be dedicated solely to the payment of Project Costs and Cost Overruns except as provided in Section 3.4(c). The Team Project Cost Account shall be administered and controlled (including signatory authority) by the Team and funds in such account shall be disbursed by the Team in the manner provided in Section 3.6. Pending disbursement of funds in the Team Project Cost Account, the Team may invest all or any portion of such funds in any investment authorized by applicable law. All income earned on such investment shall be deposited in and should become part of the Team Project Cost Account.

(b) The Team shall deposit sufficient funds in the Team Project Cost Account to pay the Team's portion of any such Project Costs and/or Cost Overruns contemplated by such Payment Certificate as provided in Section 3.6

(c) If funds remain in the Team Project Cost Account after the completion of the Ballpark Complex and the payment of all Project Costs pursuant to the terms hereof, then such funds shall thereafter be the exclusive property of the Team and shall be available for use by the Team for any purposes as determined by the Team.

Section 3.5. Disbursement Account.

The Team shall establish the Disbursement Account, into which account funds transferred from the City Project Cost Account in accordance with Section 3.6 and out of which account Project Costs payable from the City Contribution and shall be paid pursuant to Section 3.6; provided, however, that funds transferred from the City Project Cost Account may not be used to pay for Cost Overruns. The parties acknowledge that the Disbursement Account is a trust account and shall be dedicated solely to the payment of Project Costs. The Disbursement Account shall not be commingled with any other City or Team funds. The Disbursement Account shall be administered and controlled (including signatory authority) by the Team.

Section 3.6. Disbursements To Pay Project Costs.

Funds shall be periodically disbursed from the City Project Cost Account to the Disbursement Account by the City and from the Team Project Cost Account by the Team, in direct payment of such Project Costs, in accordance with the following provisions:

(a) The Team shall promptly disburse funds from the Disbursement Account or Team Project Cost Account, as applicable, to pay each Project Cost, provided that a Payment Certificate authorizing such payment is duly completed in the manner described below.

(i) (A) reasonably identifies and represents that the identified Project Costs are due and owing and authorized to be paid pursuant to such Payment Certificate, (B) certifies that the amounts payable do not include contract retentions (other than those that are due) and (C) identifies the portion of such amount (if any) to be transferred to the Disbursement Account from the City Project Cost Account and the portion of such amount to be deposited to the Team Project Cost Account as a Team Deposit;

(ii) has attached to it a copy of an invoice(s) relating to such Project Costs which reasonably identifies the payee (or payees), the goods, services and/or materials provided by such payee (or payees) and the total amount due and owing with respect to such goods, services and/or materials ;

(iii) in the case of any Project Cost covered by such Payment Certificate that was incurred in connection with services, goods or materials provided by the General Contractor or any other contractor, has been executed by the Architect or an independent engineer for the purpose of confirming that such services, goods or materials have been satisfactorily delivered or completed as the case may be;

(iv) in the case of any Project Cost covered by such Payment Certificate that was incurred under contracts providing for the fees of the Team or its employees or agents has been executed by an Independent Auditor selected by the City Designee, for the purpose of confirming that the amount reflected in the invoices attached to such Payment Certificate with respect to such Project Cost is consistent with the terms of the written contract pursuant to which such Project Cost was incurred; and

(v) has been executed by the Team or the Team Designee to certify that the fees, costs, expenses and other charges reflected on the Payment Certificate constitute Project Costs and are due and owing.

(b) If a Payment Certificate is otherwise completed and executed in accordance with items (i), (ii), (v) and, if applicable, (iii) and/or (iv) of subsection (a), above, and is submitted to the City Designee, the City Designee shall promptly prepare and submit, through normal payment procedures established for withdrawals from the City Project Cost Account, an appropriate directive for payment to the Disbursement Account of the amount certified in the Payment Certificate for disbursement by the City. The City shall cause the City Designee or his designee to respond promptly and expeditiously to all requests by the Team or its designee relating to Payment Certificates.

(c) Team shall provide the City with a report of all Project Costs and Cost Overruns paid from the Disbursement Account and the Team Project Cost Account on a quarterly basis, as well as all payments made from SBL Proceeds. Such report shall identify the Project Costs paid by the City Contribution, the SBL Proceeds, the Project Costs and Cost Overruns paid by the Team Contribution.

(d) With respect to each Payment Certificate (i) the Team shall promptly deposit funds to the Team Project Cost Account an amount equal to 100% of the Project Costs then due, to be paid pursuant to each such Payment Certificate up to the Initial Team Contribution, until such time as the Ballpark Complex Bonds are issued; (ii) at which point the City shall promptly transfer funds from the City Project Cost Account to the Disbursement Account an amount equal to 100% of the Project Costs then due, to be paid pursuant to each such Payment Certificate until such time as the City Contribution has been contributed in full (iii) at which time the Team shall then deposit funds to the Team Project Cost Account in amounts equal to 100% of the remaining Project Costs then due, and all Cost Overruns to be paid pursuant to each such Payment Certificate. SBL Proceeds shall be used as and when available for each Payment Certificate, as detailed in the Stadium Builder License Agreement or in another Project Document.

Section 3.7. City's Funding Commitment.

(a) Subject to the terms and conditions set forth in Section 7.1, the City shall fund and provide the full amount of the City Contribution by depositing the Available Bond Proceeds of the one or more series of Ballpark Complex Bonds to be approved, authorized, and issued by the City in accordance with the Act that are secured and payable from all or a combination of the Tax Revenues and Base Rent.

(b) After the Election, the City shall use good faith efforts to arrange the financing of the City Contribution by issuing the Ballpark Complex Bonds. The principal amount, structure, maturities, interest rates, provisions and specific terms of the Ballpark Complex Bonds shall be as approved by the City and in consultation with the Team. None of the Ballpark Complex Bonds shall (i) be a general obligation of the City, (ii) be secured by or payable from ad valorem taxes levied by the City, (iii) be secured by, guaranteed by or payable by the Team or its owners, or Affiliates, or (iv) be secured by a lien, security interest or any similar interest on the Ballpark Complex or any portion of the Land. The City may, if financially feasible to do so, issue Incremental Funding at the request of and in consultation with the Team for the Initial Construction Costs of the Ballpark Complex. The City will notify the Team of any subsequent refinancing of the Ballpark Complex Bonds or Incremental Funding. Notwithstanding the above, the issuance of debt is a governmental function of the City and subject to the discretion of the City Council of the City.

(c) The City Contribution shall be made only for Project Costs related to the Initial Construction Costs of the Ballpark Complex and such Project Costs may not include any costs for which funds in the venue project fund established pursuant to Section 334.042 of the Act may not be used.

(d) Prior to the date the City approves the Election Ordinance, the City shall provide a copy of the proposed Election Ordinance to the Team for the Team's review and consultation.

Section 3.8. Team's Funding Commitment.

(a) Subject to the terms and conditions set forth in Section 7.2, the Team shall provide its Team Contribution for payment of Project Costs which shall be deposited in the Team Project Cost Account as and when needed to pay Project Costs pursuant to Sections 3.6

and 3.7 herein. Prior to the sale of the Ballpark Complex Bonds and as provided in the Project Documents, the Team shall provide, in a form reasonably acceptable to the City, evidence to the City and any bond insurer for the Ballpark Complex Bonds or Incremental Funding that the Team has received a commitment to fund the entire amount of the Team Contribution through private loans, cash or equity, or any combination thereof. Any loan agreement for the Team Contribution shall have no conditions to funding other than those customarily included in similar financings. The City and Team agree to use good faith efforts to maintain the integrity of the Project Documents prior to the Team entering into its financing agreements. Each party will work to identify commercially reasonable changes to the Project Documents and the Team shall use good faith efforts to ensure that all lenders, investors or other parties to its financing shall have reviewed the Project Documents, as early in the process as possible and shall use good faith efforts to make only those changes or additions to the Project Documents authorized therein.

(b) Any State or federal grants or funds for which the Ballpark Complex, or the design or construction thereof qualifies shall be deemed a Team Contribution.

(c) If the Team, its owners or Affiliates contribute any parcels of the Land, the Team shall be credited with the fair market value of such parcels as a Team contribution to the Ballpark Complex, excluding any like-kind exchanges of portions of the Land between the City and the Team. In addition, the fair market value of such contributed land shall be included as an Additional Cost, paid for by the Team and shall not be a Project Cost paid from the City Contribution.

(d) If any Project Costs are incurred after the funds in the City Project Cost Accounts and in the Team Project Cost Account are depleted, the Team shall promptly pay, or at the Team's election, contribute to the Team Project Cost Account from time to time as necessary, cash in an amount equal to such Cost Overruns.

(e) Prior to the sale of Ballpark Complex Bonds, the Team shall provide the City with reasonable assurances that the Ballpark Complex will be constructed and completed, including, but not limited to providing evidence of agreements with a General Contractor providing for a guaranteed maximum price and the financing assurances set forth in Section 3.8(a).

(f) Prior to the sale of the Ballpark Complex Bonds, the Team shall determine the manner and method of obtaining funds with which to make the Team Contribution and to pay for any Cost Overruns. The Team may obtain and provide the Team Contribution and Cost Overruns from any source, including but not limited to Incremental Funding, any revenue generated from the Ballpark Complex, funds obtained from Major League Baseball or third party contributions or financing, provided, however, that the Team Contribution may not be funded with SBL Proceeds. With respect to any of the foregoing revenues (with the exception of the Parking Tax and Admissions Tax, unless such taxes are in excess of amount needed to fund the Incremental Funding), the Team may elect to contribute such funds to the Team Project Cost Account pursuant to Section 3.4 herein.

(g) The Team reserves the right to request the City to issue Incremental Funding to aid the Team in providing the Team Contribution. If Incremental Funding is issued by the City

the Team shall remit to the City Parking Tax revenues and Admissions Tax revenues, and, if necessary to make the issuance of Incremental Funding financially feasible, the Team shall make Additional Rent payments. If the City is requested to provide Incremental Funding, it will pledge all of the User Incremental Funding Payments as the payment of and as the security for such bonds, and will use its good faith efforts to issue taxable bonds secured solely by the User Incremental Funding Payments (and any other revenues determined by the Team) as soon as is reasonably practicable to generate all or any portion of the Team Contribution or any Overruns. Bonds issued as part of the Incremental Funding, if any, shall not be secured by or payable from any portion of the Sales Tax, the Hotel Occupancy Tax, the Motor Vehicle Rental Tax, or the Base Rent, or by any other funds or resources of the City. Notwithstanding the above, the issuance of debt is a governmental function subject to the discretion of the City Council of the City.

(h) All Additional Costs paid by the Team shall be recognized as a contribution in excess of its contributions to the Project Costs.

Section 3.9. Timing of Financing.

(a) City and the Team each shall use commercially reasonable efforts to consummate their respective financings and to make their respective contributions or deliveries in accordance with Section 3.7 and Section 3.8 by the date set forth in the Project Documents. The City shall deliver written notice to the Team identifying the proposed sale date of the Ballpark Complex Bonds. The Team shall use commercially reasonable efforts to deliver to the City, not later than the tenth (10^{th}) business day after the date on which the City's notice of the proposed sale date is delivered to the Team, the evidence of the Team Contribution as set forth in Section 3.8(a).

(b) The closing for the transactions contemplated in Section 3.7, Section 3.8 and Article V shall occur on the earliest date after the date hereof on which the City can complete its financing and make the City Contribution and on which the Team can deliver the assurances of the Team Contribution set forth in Section 3.8(a). The City and the Team each shall use commercially reasonable efforts to keep the other party advised regarding the status of such party's financing efforts. The City and the Team shall coordinate their financing efforts to cause the closing to occur on the earliest practicable date at a time and place to be agreed upon by the Team and the City. The City shall use good faith efforts to effectuate the issuance of the Ballpark Complex Bonds as soon as feasible, based on the anticipated revenue streams from the taxes to be approved in the Election. The City shall use good faith efforts to effectuate the Incremental Funding as soon as reasonably practicable after receipt of a written request for Incremental Funding from the Team pursuant to Section 3.8.

Section 3.10. Right to Audit.

The Team and the City shall each have the right to audit, upon reasonable notice and, at its own expense, all expenditures and financial records related to the Ballpark Complex, including the records related to the Project Account(s). Upon written request by the Team, the City shall give the Team access to all records controlled by, or in the direct or indirect possession of the City (other than records subject to legitimate claims of attorney-client privilege) relating to

the City Project Cost Account, and permit the Team to review such records in connection with conducting a reasonable audit of such account. Upon written request by the City, the Team shall give the City access to all records controlled by, or in the direct or indirect possession of the Team (other than records subject to legitimate claims of attorney-client privilege) relating to the Team Project Cost Account and the Disbursement Account, and permit the City to review such records in connection with conducting a reasonable audit of such accounts. The City and the Team shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of completion of the Ballpark Complex.

Section 3.11. Certain Tax Matters.

The Project Documents shall contain provisions relating to the depreciation of certain Ballpark Complex property.

ARTICLE IV

THE LAND

Section 4.1. The Ballpark Complex Site.

The City shall acquire, as provided herein, own and lease to the Ballpark Tenant the Ballpark Complex Site. Upon the City's written request from time to time, the Team (i) shall furnish to the City copies of soils and other geotechnical reports relating to the Ballpark Complex Site that previously were obtained by the Team, the Architect or the General Contractor, and (ii) shall use good faith efforts to have the entities that rendered such reports address same to the City.

Section 4.2. Land Acquisition.

(a) The City shall acquire the Ballpark Complex Site through transfers made by the Team or its Affiliates. The City shall make the Land available to the Team for the Ballpark Complex, as contemplated by the Project Documents.

(b) Pursuant to the Project Documents, the Team will convey certain tracts of the Land to the City and the City shall lease certain tracts of the Land to the Team, its owners or Affiliates as set forth more specifically in the Project Documents. The City will cooperate with the Team's efforts to qualify certain conveyances as a like-kind exchange for federal income tax purposes, provided that the City shall not be obligated to expend any funds or relinquish any rights under the Existing Ballpark Lease or the Development Property Lease with respect to such exchange.

(c) Upon the conclusion of the transactions contemplated herein and in the Project Documents, the Ballpark Complex Site will be owned by the City and leased to the Ballpark Tenant, and the remainder of the Land will be owned by the City and leased to the Team, its owners or Affiliates under one or more leases, as set forth in the Project Documents.

Section 4.3. Streets.

At the Team's request and in accordance with the Master Plans, the City may consider abandoning any streets or alleys that would constitute any portion of the site for the Ballpark Complex.

Section 4.4. Parking Requirements.

The Ballpark Complex will have sufficient parking spaces available on or in close proximity to the Land to comply with all parking requirements applicable to the Ballpark Complex including, without limitation, all applicable MLB Rules and Regulations.

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ARTICLE V

LEASE AND NON-RELOCATION MATTERS

Section 5.1. Team Lease.

The Ballpark Complex Lease shall include the following material terms, and such other terms as are customary for a long-term triple-net operating agreement or lease of facilities similar to those contemplated for the Ballpark Complex:

(a) The Ballpark Complex Lease shall be for an initial lease term commencing upon occupancy of the completed Ballpark Complex by the Ballpark Tenant through January 1, 2054. The Ballpark Tenant shall have the option to renew such lease for two (2) successive renewal periods of five (5) years each.

(b) The Ballpark Complex Lease shall be structured as a "triple-net" lease. The Ballpark Tenant shall have the obligation to pay all Operations and Maintenance Costs and shall be obligated to maintain the same in first class condition, reasonable wear and tear excepted, including work, labor and materials reasonably required in the ordinary course of business to be performed and used to: (i) maintain the Ballpark Complex in good, clean working order; (ii) repair components of the Ballpark Complex as a result of ordinary wear and tear; and (iii) replace, at the end of their economic life cycle, those components of the Ballpark Complex whose reasonably expected economic life at the time or original installation was two years or less. Other than as expressly set forth herein, the Ballpark Tenant (or the Team) shall have the right to retain and receive all revenues generated from and related to the Ballpark Complex. The Team shall guarantee the obligations of the Ballpark Tenant under the Ballpark Complex Lease Agreement.

(c) The Team shall provide periodic updates to the City with respect to any material structural changes and material capital improvements to the Ballpark Complex and will respond timely to any reasonable requests by the City for additional information, including with respect to the schedule or costs for such material structural changes and capital improvements.

(d) Should the City pay Excess Tax Revenues or Base Rent Excess Revenues to the Team for reimbursement pursuant to Section 3.3(a) herein, such Excess Tax Revenues and Base Rent Excess Revenues shall be used by the Team for the payment of Initial Construction Costs, Operation and Maintenance Costs or for Capital Improvement Costs.

(e) The Ballpark Tenant will be obligated to pay or cause to be paid Base Rent to the City, commencing on the Rent Commencement Date and annually throughout the Initial Term and any renewal terms of the Ballpark Complex Lease. Upon payment in full of the Ballpark Complex Bonds, the Base Rent shall be paid to the City in the amount of $2,000,000 (Two Million Dollars) per year and the City will remit such Base Rent to the Team for the Capital Improvement Costs of the Ballpark Complex. Upon the expiration and renewal of the Ballpark Complex Lease, the Base Rent shall be $1,000,000 (One Million Dollars) and the City will remit such Base Rent to the Team for Capital Improvement Costs of the Ballpark Complex, provided that the Ballpark Complex Bonds are no longer outstanding. Notwithstanding the above, the Team and the City may agree to an increase in the amount of Base Rent in the Ballpark Complex Lease in order accommodate additional City financing capacity for the City Contribution.

(f) At the expiration of the Initial Term, the Ballpark Tenant, Team or its Affiliate shall have the option to acquire the Ballpark Complex from the City for the option price of $100,000,000 (One Hundred Million Dollars) subject to a credit against such amount for all Base Rent paid during the Initial Term by the Ballpark Tenant to the City, and costs of operation of the Ballpark Complex paid by the Ballpark Tenant, plus any Project Costs and Additional Costs funded by the Team, but in no event less than $1.00 (One Dollar). In the event such purchase option is not exercised at the expiration of the Initial Term and the Ballpark Complex Lease Agreement is extended, the Ballpark Tenant, the Team or its Affiliate shall again have the option to acquire the Ballpark Complex on the same terms as applied at the expiration of the Initial Term. The City shall not be obligated to incur any third party costs associated with the transfer of title of the Ballpark Complex to the Ballpark Tenant or its Affiliate following the exercise of this option.

(g) The Team shall have the right to lease and license the use of the Ballpark Complex and related improvements for professional baseball and for any other lawful use not inconsistent with the Act.

(h) Subject to the timely completion of the Ballpark Complex, commencing as early as the 2020 Major League Baseball season, the Team shall use the Ballpark Complex for all of the Scheduled Home Games beginning in the first Major League Baseball season subsequent to the completion of the Ballpark Complex.

(i) For so long as any bonds are outstanding that are payable from and secured by the User Incremental Funding Payments, the Team shall remit the Parking Tax revenues and Admissions Tax revenues and shall pay Additional Rent to the City, in an amount sufficient to pay debt service on such bonds on a level basis for a 30 year term. The payment of such Additional Rent shall be paid on a prorated monthly basis commencing on the Rent Commencement Date, or as otherwise required by the financing documents pursuant to which such bonds are issued. If, at the end of the Initial Term the option to purchase is not exercised,

and the option to extend the Ballpark Complex Lease is exercised, then the Ballpark Tenant shall continue to be responsible for all operating expenses relating to the Ballpark Complex, subject to the right to retain all revenues derived therefrom and, in addition, upon payment in full of the Ballpark Complex Bonds, the Ballpark Tenant shall pay to the City as Base Rent during the renewal term, the sum of $1,000,000 (One Million Dollars) per year (payable on a prorated basis monthly as described above) for each year of any renewal term. After the Ballpark Complex Bonds have been paid in full, such Base Rent received during the renewal term shall be remitted to the Team for the payment of Capital Improvement Costs of the Ballpark Complex.

(j) The Ballpark Complex Lease shall contain the customary provisions for repair, maintenance, insurance, indemnity, leasehold mortgages, hazardous materials, default and remedy, casualty and condemnation, assignment and compliance with laws which are typical for a major professional sports team that plays its home games in a municipally-owned stadium.

(k) In no event shall the Team or its Affiliates be precluded from mortgaging its (or their) leasehold interest in the Ballpark Complex or the Land.

(l) The City and the Team shall enter into a public safety operations and staffing plan for the Ballpark Complex which shall identify the Base Services to be provided by the City with respect to public safety at the Ballpark Complex. Such plan shall be consistent with current practices at Globe Life Park in Arlington with respect to staffing types, levels and pay rate plans, but shall provide for the adjustment of annual costs pursuant to an inflation index and subject to City personnel wage adjustment, as set forth in the plan. Such plan will provide that the Team may request Additional Services from the City or that the City may initiate the provision of Additional Services as a result of information received from public safety officials after consultation with the Team. The Team shall bear the cost of such Additional Services. The City acknowledges that the Team can be exempt from City public safety operations and staffing ordinances by entering into a public safety plan approved by the City.

Section 5.2. Non-Relocation Agreement.

The City and the Team will enter into a separate Non-Relocation Agreement which will be coterminous with and cross defaulted with the Ballpark Complex Lease and will obligate the Team to play Scheduled Home Games in the Ballpark Complex from the Rent Commencement Date through January 1, 2054. The Non-Relocation Agreement will contain specific performance provisions. In the event the Ballpark Tenant, Team or its Affiliate exercises the right to purchase the Ballpark Complex at the end of the Initial Term, then the Team will be obligated to extend the Non-Relocation Agreement for an additional 10 year period. In the event the Ballpark Tenant, Team or its Affiliate exercises the right to purchase the Ballpark Complex at the end of one or more renewal terms, there will be no obligation to extend the Non-Relocation Agreement.

Section 5.3. Community Events.

(a) On an annual basis the Team will use good faith efforts to host, sponsor, and participate in numerous community and civic events throughout the North Texas region. The Team intends for a substantial portion of these events to be held in the City of Arlington,

provided that no specific number of events is guaranteed, except that the Team will host at least two (2) signature Team or Team-related charitable events, in Arlington each year, (e.g., Fan Fest, Welcome Home event, Awards Banquet, Triple Play, Golf Tournament) and shall continue the Arlington appreciation night. Further, the Team intends to use good faith efforts to be an active corporate participant in charitable and philanthropic activities in the City of Arlington.

(b) All or portions of the Ballpark Complex shall be made available for booking of City sponsored and City hosted events or events at which the City is a major participant at the then current market rate for the requested space; provided the event organizer has contacted the Team at least a year in advance of the event, the space requested is available and does not conflict with the Team's schedule of regular season or postseason Major League Baseball games or related activities. In addition, the Team shall provide large meeting room space in the Ballpark Complex for City sponsored or City hosted events for no licensing fees to the City three times per year, subject to availability and the City paying direct expenses (e.g., staffing, food and beverage).

(c) The Team agrees to reasonably cooperate with the City on all bids for events that qualify for purposes of the State of Texas' Event Trust Fund or Major Events Reimbursement Program. The Team agrees to work with the City on scheduling such events at the Ballpark Complex, subject to availability based on Team requirements. City agrees that any use of the Ballpark Complex in connection with such events will be on the basis of then current market rates and terms of use.

(d) During the Initial Term of the Ballpark Complex Lease and any extensions thereof, the Team agrees to use good faith efforts to host pre or post game public celebrations (if any) related to post season games in Arlington, to the extent consistent with the MLB Rules and Regulations.

Section 5.4. Rangers Corporate Headquarters and Executive Offices.

The Team's corporate headquarters and executive offices shall remain in Arlington for the Initial Term of the Ballpark Complex Lease and any subsequent renewal terms; located either in the Ballpark Complex or related facilities located on the Land. In addition, the Team will use good faith efforts to cooperate with the City on economic development efforts to attract and retain businesses to Arlington.

Section 5.5. MWBE/Local Business.

The Team agrees that it will implement a Community Benefits Plan to provide meaningful community benefits and appropriate opportunities for local companies, as well as racial and ethnic minority or women owned companies ("MWBE Companies"), in the design, development, procurement and construction of the Ballpark Complex. The Team agrees that the Community Benefits Plan will establish an overall goal of 25% (twenty-five percent) use by the Team of qualified MWBE Companies, with reasonable exclusions. The Team agrees to work with the City to develop, in coordination with a Community Advisory Committee, the Community Benefits Plan to ensure it achieves a diverse workforce. The workforce shall be

sourced, to the extent reasonably possible, from local residents, for the design, development, procurement and construction of the Ballpark Complex.

Section 5.6. Development Property Lease, Development Option Agreement, and Convention Center Parking Agreement.

(a) The City and Team agree to enter into one or more leases and agreements, which will include the following: a Development Property Lease, a Development Option Agreement, a Convention Center Parking Agreement, the Stonegate Lease and the Convention and Visitor Bureau sub-lease.

(b) The City and the Team will enter into a lease that provides for the relocation of the Youth Ballpark, at the expense of the Team, to a public park or other off-site location, as mutually agreed by the City and the Team, or to replace the Youth Ballpark with youth baseball fields or youth baseball initiatives at off-site location in the City of Arlington, as mutually agreed. The Ballpark Complex Lease will provide for the continued use and operation of Globe Life Park in Arlington and the Land by the Team and its Affiliates until the Team moves its operations to the Ballpark Complex.

(c) The easement currently granted by the Team across lot J for the benefit of the City, shall remain in place unless and until the underground parking at Globe Life Park in Arlington is demolished.

Section 5.7. Memorial Elements. The Team, in cooperation with the City, shall create an appropriate memorial in the Ballpark Complex to recognize the Team's history in Arlington and the civic leadership that brought the Team to Arlington.

ARTICLE VI

GLOBE LIFE PARK IN ARLINGTON

The City and Team agree that reasonable efforts will be used to explore opportunities for repurposing portions of Globe Life Park in Arlington that retain some elements of the ballpark which could include portions of the façade, the underground parking and/or the Centerfield Building; provided, however, that the parties understand that the Team may, in its discretion, ultimately determine that all of Globe Life Park in Arlington should be demolished by the Team at any time subsequent to the Team's relocation to the Ballpark Complex.

ARTICLE VII

CONDITIONS

Section 7.1. Conditions to the City's Obligations.

The City shall have no obligation to deposit the City Contribution or to consummate the other transactions described herein, unless the following conditions have been satisfied:

(a) A majority of the City's voters who cast votes in the Election shall have voted in favor of the proposition authorizing the venue project and the related taxes submitted in the Election Ordinance;

(b) The City has adopted the Resolution required under the Act;

(c) The Team shall have executed and delivered the Project Documents;

(d) The City owns the Ballpark Complex Site and the Land;

(e) The Team shall have delivered the Master Plans and the Ballpark Complex Budget;

(f) The Team shall have timely performed all of those material covenants, agreements and obligations required hereunder and under the Project Documents to be performed by the Team prior to the City depositing the City Contribution, and the Team shall not be in default under the Project Documents or this Agreement; and

(g) The Team shall have satisfied its obligations with respect to the Team Contribution or delivered assurances of the availability thereof and shall have delivered assurances of completion of the construction of the Ballpark Complex, as required by Section 3.8;

(h) The City has determined that the sale of the Ballpark Complex Bonds will achieve the City Contribution under reasonable market terms to the City.

(i) Major League Baseball shall have reviewed and approved this Agreement and the Project Documents in writing prior to the execution thereof to the extent required under the MLB Rules and Regulations.

Section 7.2. Conditions to the Team's Obligation.

The Team shall have no obligation to deposit the Team Contribution, to develop the Ballpark Complex as set forth herein or to consummate the other transactions described herein, unless the following conditions have been satisfied:

(a) A majority of the City's voters who cast votes in the Election shall have voted in favor of the proposition submitted in the Ordinance calling the Election;

(b) The City shall have adopted a resolution approving the Project Documents;

(c) Major League Baseball shall have reviewed and approved this Agreement and the Project Documents in writing prior to the execution thereof to the extent required under the MLB Rules and Regulations;

(d) The City shall own the Ballpark Complex Site and the Land;

(e) The Team has acquired all necessary rights-of-way, abandonments, zoning changes, land use entitlements and similar governmental actions or approvals by the City necessary or appropriate for the Team to develop the Ballpark Complex in the manner contemplated herein;

(f) The City has not passed any legislation authorizing and has not imposed Targeted Taxes on the Team or its Affiliates related to the Ballpark Complex, or on the Ballpark Complex itself or on the Ballpark Complex Site;

(g) The City has a plan in place to defease the Outstanding Bonds, if necessary, to fund the City Contribution;

(h) The City shall have timely performed all of the material covenants, agreements and obligations required hereunder to be performed by the City hereunder and under the Project Documents prior to the deposit of the Team's Contribution and shall not be in default under the Project Documents or this Agreement; and

(i) The City shall have deposited the City Contribution, as required by Section 3.7.

ARTICLE VIII

TERMINATION

Section 8.1. Termination.

Prior to the Election, this Agreement may not be terminated; after the Election, this Agreement may be terminated under the following circumstances:

(a) By the mutual written consent of the City and the Team prior to the sale of the Ballpark Complex Bonds in the market;

(b) By either the City or the Team if a majority of the City's voters who cast votes in the Election vote against the proposition submitted thereat;

(c) By either the City or the Team if the Project Documents have not been approved and delivered by the Project Documents Deadline, and closing shall not have occurred by the date specified in the Project Documents; or

(d) By the Team if the City fails to fund its City Contribution as required by Section 3.7;

(e) By the City if the Team cannot meet its Team Contribution requirements under Section 3.8;

(f) By the Team prior to the sale of the Ballpark Complex Bonds, if the Team determines, based on revised estimates to the Ballpark Complex Budget, that the aggregate amount of the Project Costs and Additional Costs will be more than $1,250,000,000 (One Billion

Two Hundred Fifty Million Dollars); provided, however, that the Team shall notify the City of its intent to terminate pursuant to this Section, and the Team and the City shall make a good faith effort to reduce the cost of the Ballpark Complex or identify additional funding sources. If the Team and the City cannot reduce the aggregate amount of the Project Costs and Additional Costs below $1,250,000,000 (One Billion Two Hundred Fifty Million Dollars) or find sufficient additional revenue sources within 90 days of the notice, or if the Team has not withdrawn its notice of termination during such 90 day period, then the Team's decision to terminate shall become effective.

(g) No later than ninety (90) days prior to the date of posting or publication of the official statement or notice of sale relating to the Ballpark Complex Bonds is scheduled to occur, the City shall provide written notice to the Team of the estimated expected Available Bond Proceeds. In the event the Available Bond Proceeds will be less than $500,000,000, the Team may provide notice of termination to the City. The notice of termination shall become effective if, after consultation between the City and the Team, alternative financing arrangements cannot be agreed upon within ninety (90) days.

Section 8.2. Termination Procedure.

If either party determines that it wishes to terminate this Agreement pursuant to Section 8.1, then such party must deliver a written notice to the other party to the effect that the notifying party thereby terminates this Agreement. The notice must be in writing and must specify in reasonable detail the factual basis for the termination of this Agreement.

Section 8.3. Termination Upon Execution of Project Documents.

Upon execution of the Project Documents, this Agreement shall automatically terminate and be deemed to have been fully performed by both the City and the Team.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Further Agreements.

The City and the Team agree to use their good faith efforts to complete and execute, as soon as practicable following the execution of this Agreement, all Project Documents necessary, appropriate or desirable to carry out the transactions agreed to by the parties in this Agreement.

Section 9.2. Governing Law.

THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES APPLICABLE THERETO AND THE LAWS OF THE STATE OF TEXAS APPLICABLE TO AN AGREEMENT EXECUTED, DELIVERED AND PERFORMED IN SUCH STATE.

Section 9.3. Compliance with Laws.

The Team and the City shall comply in all material respects with all applicable laws in connection with the design, engineering, construction, equipping and furnishing of the Ballpark Complex.

Section 9.4. Venue for Actions.

The venue for any legal action arising out of this Agreement shall lie exclusively in Tarrant County, Texas.

Section 9.5. Taxes.

The City covenants that if, in the future, the City imposes Targeted Taxes on the Team, its Affiliates, the Ballpark Complex or the Ballpark Complex Site, then, in addition to other remedies available to the Team, the City shall fully reimburse the Team for the total amount of such Targeted Taxes from lawfully available revenues, including revenues collected from the Targeted Taxes, to the extent authorized by law.

Section 9.6. Force Majeure.

The time within which any party to this Agreement shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed by condemnation, casualty, damage, strikes or lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor, reason of priority or similar regulations or order of any governmental or regulatory body, enemy action, terrorism, civil disturbance, fire, unavoidable casualties or any other cause beyond the reasonable control of the party seeking the delay.

Section 9.7. Representatives.

(a) During the term of this Agreement, the City Designee shall have full authority to administer this Agreement on behalf of the City. The Team shall be entitled to rely on the authority of the City Designee for such purposes under this Agreement.

(b) During the term of this Agreement, the Team shall designate Team Representatives. The initial Team Representative shall be Rob Matwick. The Team may designate a permanent or temporary replacement for a Team Representative by delivering a written notice to the City executed by the Team. If the Team assigns its rights under this Agreement to an Assignee, the Assignee shall ensure that one or more of its senior executive officers possesses the authority to be exercised by the Team Representatives. From and after the date of any assignment to the Assignee, the officer or officers designated by the Assignee shall serve as the Team Representatives. The City shall be entitled to rely on the authority of the Team Representatives (acting together) for such purposes under this Agreement.

Section 9.8. Obligations to Defend Validity of Agreement.

If litigation is filed by a third party against the Team or the City in an effort to enjoin either party's performance of this Agreement, the parties hereto who are named as parties in such action shall take all commercially reasonable steps to support and defend the validity and enforceability of this Agreement. Either party may intervene in any such matter in which the other party hereto has been named as a defendant. Each party shall be responsible for its attorneys' fees and costs of litigation.

Section 9.9. Exclusive Dealing.

During the term of this Agreement, the Team will not solicit or accept any proposal of, or enter into any plan or agreement with, any county or any city other than the City regarding any project or facility having a purpose similar to the Ballpark Complex. The Project Documents, if executed, shall contain a similar provision for the period through completion of construction of the Ballpark Complex.

Section 9.10. Confidentiality.

The Team has advised the City that the information to be included in the Project Documents may contain confidential commercial information relating to the Team and its business and affairs that is protected from public disclosure under applicable law, and that premature disclosure thereof will have a material adverse business and financial impact on the Team. Accordingly, the City agrees that it will follow all procedures established by applicable law that give the Team the right to contest the public disclosure of confidential commercial and business information relating to the Team and its Affiliates.

Section 9.11. Successors and Assigns.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as expressly provided herein, this Agreement may not be assigned without the prior written consent of the other party hereto; provided, however, the rights and interest of the Team under this Agreement are assignable to any successor-in-interest of the ownership of the Team or to any wholly-owned subsidiaries or other entities formed by the principal owners of the Team and its Affiliates.

Section 9.12. Entire Agreement: Amendment.

This Agreement (including the Exhibits attached hereto) and the other documents delivered pursuant hereto and referenced herein constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous, written or oral agreements or discussions between the parties. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the parties hereto and for which all necessary MLB Approvals have been obtained in advance.

Section 9.13. Waiver

No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel and for which all necessary MLB Approvals have been obtained in advance.

Section 9.14. MLB Rules and Regulations Subordination

Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Team to the City hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the " operating territory" or "home television territory," as applicable of the Team as established and amended from time to time pursuant to the MLB Rules and Regulations. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

Section 9.15. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, or reputable overnight courier, and shall be deemed given when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties hereto.

If to the City	If to the Team
City of Arlington, Texas City Manager's Office c/o City Manager 101 W. Abram Street Arlington, Texas 76004-3231	Rangers Baseball LLC 1000 Ballpark Way, Suite 400 Arlington, Texas 76011 Attn: Rob Matwick, Executive Vice- President of Business Operations Copy to: Kate Cassidy, Associate Counsel

Section 9.16. Delays or Omissions.

Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any party upon any breach or default of any party under this Agreement shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies

either under this Agreement or by law or otherwise afforded to the parties shall be cumulative and not alternative.

Section 9.17. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Team and the City is intended by the parties to create a partnership or joint venture between the Team, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 9.18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. An electronic (e.g., pdf) copy of this executed Agreement shall be valid as an original for all purposes.

Section 9.19. Titles and Subtitles.

The titles of the articles, sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 9.20. Notice and Cure.

Except as otherwise stated herein, a party's failure to perform any obligation or agreement required to be performed hereunder shall not constitute a breach or default hereunder until and unless the non-defaulting party gives the defaulting party written notice of the non-performance and the defaulting party then fails to cure such non-performance by the tenth (l0th) day after the date on which such notice is given.

[execution page follows]

This Agreement has been executed and delivered as of the date first written above.

CITY OF ARLINGTON

By: _____
TREY YELVERTON
City Manager, City of Arlington, Texas

ATTEST:

_____
MARY SUPINO
City Secretary, City of Arlington

APPROVED AS TO FORM:

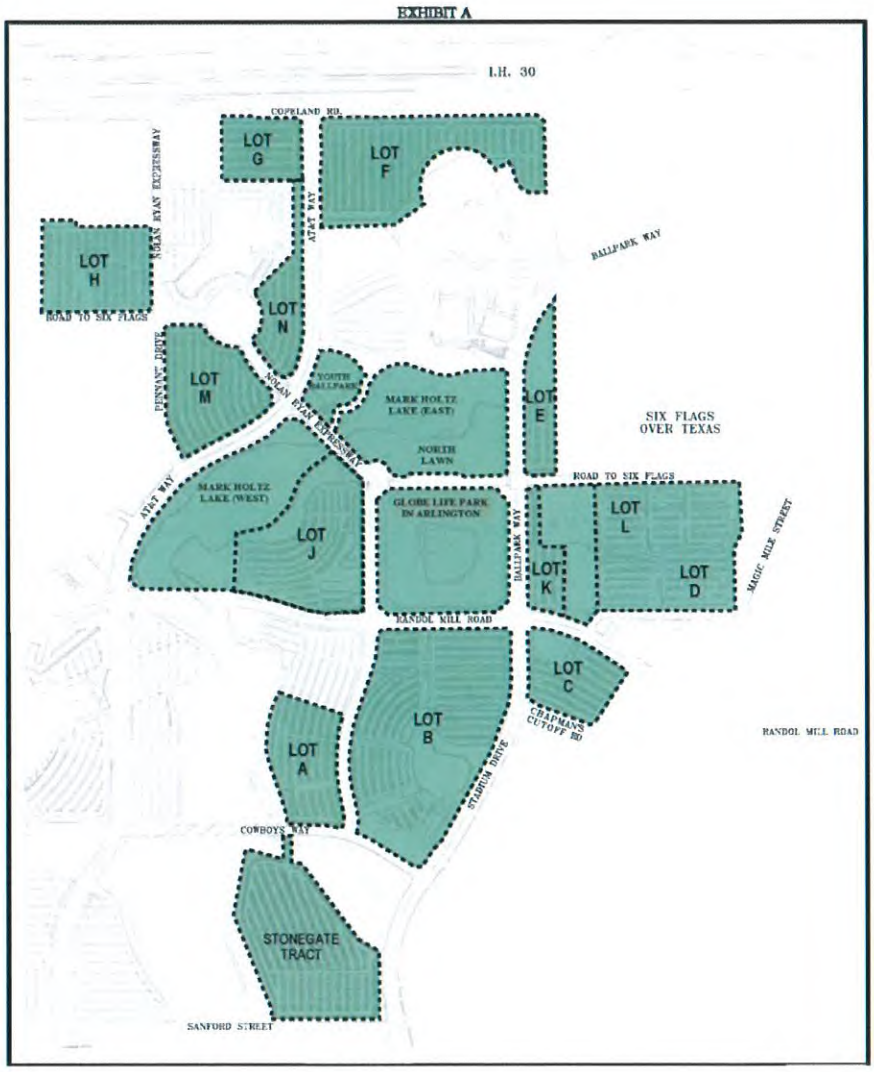
_____
TERIS SOLIS
City Attorney, City of Arlington

RANGERS BASEBALL LLC
A Delaware limited liability company

By: _____
Rob Matwick
Executive VP of Business Operations

EXHIBIT A

The Land



PRELIMINARY SITE MAP

EXHIBIT B

Ballpark Complex Elements

- A new, flexible, retractable roof, multi-functional stadium, coliseum, sports and community venue project.
- First class-facility on a park with other comparably-sized, municipally-owned, multi-use outdoor/indoor sports and community venue projects recently constructed in North America
- Designed to accommodate at least 38,000 people for indoor or outdoor professional, college, and amateur baseball games
- Office space sufficient for the Team's needs
- Reasonably capable of temporary reconfiguration for other types of indoor or outdoor sports and entertainment events
- Luxury suites
- Multiple levels of seating
- At least 2 bullpens, at least 2 indoor locker rooms, indoor training facilities
- Elevators and escalators
- Food service preparation and service facilities
- Baseball playing field, consistent with MLB standards
- Multiple areas for merchandise display and sales
- Bar and restaurant facilities, including dine-in areas
- ADA compliant
- Player and baseball staff areas
- Media area(s), such as press box and area(s) for radio/television production
- Shipping and receiving area(s)
- Trash hauling and warehouse storage area(s)

Final Version

EXHIBIT C

Preliminary Ballpark Complex Budget

EXHIBIT C

Preliminary Ballpark Complex Budget

SF - 1,220,000

Spectator Facilities	$	133,864,620
Food Service/Retail		43,416,533
Service Level Operations		46,099,760
Operable Roof		125,987,572
Special Systems (MEP)		112,157,317
Scoreboards		28,660,824
CMAR Cost		39,214,930
Insurance/Bonds/Fees		33,087,597
Contingencies & Escalations		68,904,922
Ballpark Construction (excl. Design, Site Preparation, etc.)		631,394,075
Site & Infrastructure		106,315,326
Design, Legal, Financing & Consultant Costs		170,164,786
Project Costs		907,874,187
Additional Costs (Land, Texas Live!, Hotel, Others)		100,000,000
Ballpark Complex Budget	$	1,007,874,187

Disclaimer

The amounts contained in this Budget are preliminary. They may not be relied upon. They may be adjusted in the future. The final Budget will be based upon final plans for the Project prepared for and acceptable to the Team.

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Warren Norred on behalf of Warren Norred
Bar No. 24045094
wnorred@norredlaw.com
Envelope ID: 116910873
Filing Code Description: Petition
Filing Description: Original Petition for Declaration of Illegal Taxation and Injunction to Prevent Taxation Without Representation
Status as of 7/2/2026 4:59 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Warren Norred		wnorred@norredlaw.com	7/2/2026 4:06:36 PM	SENT
Norred Law		court@norredlaw.com	7/2/2026 4:06:36 PM	SENT