

CAUSE NO. 352-249 344-10

COWBOYS STADIUM, L.P.
Plaintiff,

vs.

TEACO ENERGY SERVICES, INC.
Defendant.

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IN THE _____ JUDICIAL

DISTRICT COURT OF

TARRANT COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

Cowboys Stadium, L.P. ("Cowboys"), by undersigned counsel, complains of Teaco Energy Services, Inc. ("Teaco"), and in support thereof, respectfully alleges as follows:

1. DISCOVERY CONTROL PLAN

1.1 Discovery is intended to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

2. PARTIES

2.1 Plaintiff is Cowboys Stadium L.P., a Texas Limited Partnership, with its principal place of business in Arlington, Texas.

2.2 Defendant Teaco is incorporated under the laws of New Mexico. Defendant Teaco may be served with process by serving its registered agent, Teresa Arsiaga at 32021 Turner Hobbs, New Mexico 88240.

3. JURISDICTION AND VENUE

3.1 The District Court has jurisdiction over this action because the amount in controversy exceeds the minimum jurisdictional limits of the District Courts of Tarrant County, Texas.

3.2 Venue is proper in Tarrant County under sections 15.002 and 15.005 of the Texas Civil Practice & Remedies Code because: (1) all or a substantial part of the events and omissions giving rise to Cowboy's causes of action occurred in Tarrant County, (2) all of Cowboy's

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claims against Teaco arise out of the same transaction, occurrence, or series of transactions and occurrences.

4. FACTUAL BACKGROUND

- 4.1 Cowboys and Teaco entered into two separate Cowboys Arlington Stadium Suite Lease Agreements ("Suite Agreements"). According to the Suite Agreements, Teaco was to lease suite number Hall of Fame 248 and Event Level 24 for 20 years. The annual lease fee during the term was \$350,000.00 for Hall of Fame 248 and \$225,000.00 for Event Level 24 ("Lease Fees") for the first 10 years and there would not be an increase in the Lease Fees greater than 3% per year in each of the last 10 years. Teaco paid \$57,500.00 (10% of the first year Lease Fee of \$350,000.00 and \$225,000.00) as payment of the security deposit for the suites as well as \$575,000.00 for the first year's Lease Fees. A true and correct copy of the Suite Agreements are attached hereto as Exhibit A.
- 4.2 To date Teaco has refused to make any additional payments. According to the Suite Agreement, in the event that Teaco fails to pay any amounts due to the Cowboys, the Cowboys may terminate the right of Teaco to the use and possession of their suites and declare the entire unpaid balance of the Lease Fees "which for purposes hereof shall include the total aggregate unpaid balance of the annual Lease Fee for the remainder of the Term," immediately due and payable.

5. CAUSE OF ACTION

COUNT 1 - BREACH OF CONTRACT

- 5.1 Cowboys reassert the allegations in the foregoing paragraphs and incorporates those paragraphs herein by reference.

- 5.2 The Suite Agreements signed between Cowboys and Teaco constitute a valid contract under applicable law. Cowboys have performed all of their obligations under the Suite Agreements in all respects.
- 5.3 Teaco breached the terms and conditions of the Suite Agreements by failing to make their annual Lease Fees of Three Hundred Fifty Thousand Dollars (\$350,000.00) and Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to the Cowboys. Teaco owes the Cowboys Ten Million Nine Hundred Twenty Five Thousand Dollars (\$10,925,000.00) which is the total aggregate unpaid balance of the annual Lease fees for the remainder of the Suite Agreements.
- 5.4 On numerous dates, Cowboys demanded payment of the sums previously mentioned, but Teaco has failed, and continue to fail, to pay Cowboys the sums owed.
- 5.5 The breach of the Suite Agreements by Teaco has proximately caused the Cowboys to suffer damages in an amount in excess of the minimum jurisdictional limits of the Court, for which it now sues.

COUNT 2 - ATTORNEY FEES

- 5.6 Cowboys reassert the allegations in the foregoing paragraphs and incorporates those paragraphs herein by reference.
- 5.7 As a result of the Teaco's breach of the Suite Agreements, Cowboys were forced to retain the undersigned counsel. Pursuant to the terms of the parties' agreement and §38.001 of the Texas Civil Practice & Remedies Code, Cowboys are entitled to, and hereby seeks to recover, its reasonable and necessary attorney's fees and costs from Teaco. Cowboys hereby present their claims to Teaco and request judgment for their reasonable and necessary attorneys' fees for prosecuting this matter and taking any appeal. All conditions precedent to recovery of attorneys' fees have been performed or have occurred.

6. CONDITIONS PRECEDENT

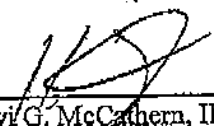
6.1 All conditions precedent to Cowboys' right of recovery have been performed or have occurred.

7. PRAYER

7.1 WHEREFORE, PREMISES CONSIDERED, Plaintiff Cowboys Stadium, L.P. requests that this Court cite Teaco to answer and appear and, upon final trial of the merits, that Plaintiff recover judgments against Teaco jointly and severally, as follows:

- (a) actual damages as prayed for herein, including past and future rent payments;
- (b) consequential damages;
- (c) exemplary damages as prayed for herein;
- (d) reasonable attorneys' fees and related costs;
- (e) costs of court;
- (f) pre-judgment and post-judgment interest as provided by law; and
- (g) such other and further relief, both at law and in equity, to which Plaintiff is justly entitled.

Respectfully submitted,
MCCATHERN | MOOTY, L.L.P.



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