

## **SPORTS FACILITY FUNDING AGREEMENT**

This Sports Facility Funding Agreement is made this \_\_\_\_ day of August, 2015 by and between the City of Mansfield, a home rule municipal corporation of the State of Texas ("City") and the Mansfield Park Facility Development Corporation ("MPFDC"), an instrumentality of the City, created pursuant to Chapters 501 and 505 of the Texas Local Government Code (the "Act").

### **RECITALS:**

**WHEREAS**, the City and the MPFDC have engaged in negotiations with Mansfield Fieldhouse, LLC to bring a Fieldhouse USA sports facility to the City, including the financing and operation of the Sports Facility (the "Fieldhouse"), with ancillary parking facilities and related infrastructure (the "Project"); and

**WHEREAS**, the MPFDC has and hereby does find that funding the Project, which will bring an indoor sports facility to the City, is a qualified project under Section 505.152 of the Act; and

**WHEREAS**, the MPFDC, the City and Mansfield Fieldhouse, LLC have entered into a Development Agreement for Sports Facility and Related Improvements (the "Development Agreement"), attached hereto as Exhibit "A", whereby the City will own and construct the Fieldhouse in cooperation with Mansfield Fieldhouse, LLC; and

**WHEREAS**, the City and Mansfield Fieldhouse, LLC have entered into a Sports Facility Lease and Operating Agreement (the "Lease"), attached hereto as Exhibit "B", whereby the City agrees to lease the Fieldhouse to Mansfield Fieldhouse, LLC and Mansfield Fieldhouse, LLC agrees to operate the Fieldhouse for a term of twenty-five (25) years with possible extensions of up to fifteen (15) additional years; and

**WHEREAS**, the MPFDC has agreed to issue debt to fund the construction of the Fieldhouse, which will be repaid through lease payments made by Mansfield Fieldhouse, LLC.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the parties hereto have agreed and, intending to be legally bound, do hereby agree as follows:

### **SECTION 1.**

The MPFDC hereby agrees to fund the construction of the Fieldhouse in an amount not to exceed Twelve Million Dollars (\$12,000,000) in accordance with the terms set forth in the Development Agreement. It is anticipated that the MPFDC will issue debt in an amount sufficient to fund the Fieldhouse prior to the end of 2015.

### **SECTION 2.**

The City agrees to remit the Total Rent (as defined in the Lease) to the MPFDC for repayment of the debt issued by the MPFDC to construct the Fieldhouse. The City and the MPFDC agree to attempt to structure the debt repayment so that the Total Rent pays the debt

service. In the event the Total Rent is not sufficient to support the debt service, the City agrees to make up any shortfall through the City's general fund.

### **SECTION 3.**

The City has expended and will continue to expend, funds for the development of the Fieldhouse. The MPFDC agrees to reimburse the City for funds expended for the Fieldhouse prior to the issuance of debt by the MPFDC, but in no event shall the total expenditure by the MPFDC for the Fieldhouse exceed Twelve Million Dollars (\$12,000,000).

**EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**CITY OF MANSFIELD, TEXAS**

**MANSFIELD PARKS FACILITIES  
DEVELOPMENT CORPORATION**

BY: \_\_\_\_\_  
Clay Chandler, City Manager

BY: \_\_\_\_\_  
Harold Bell, President

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Community Services Secretary