

CONSULTING, MANAGEMENT, AND OPERATIONS AGREEMENT

This CONSULTING, MANAGEMENT, AND OPERATIONS AGREEMENT (“**Agreement**”) is made as of February __, 2024 (the “**Effective Date**”), by and between CITY OF MANSFIELD (“**City**”), and REV SPORTS MANAGEMENT LLC, a Delaware limited liability company (“**Manager**”). City and Manager as sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Certain capitalized terms used in this Agreement are defined in *Schedule A* attached hereto.

RECITALS

WHEREAS, City intends to build a multi-use stadium complex (the “**Stadium**”) to be located in Mansfield, Texas;

WHEREAS, Manager has experience in the management and operation of professional sports venues similar to the Stadium;

WHEREAS, City also desires Manager to manage the programming, design, construction and FFE installation of the Stadium;

WHEREAS, City desires to engage Manager, and Manager desires to accept such engagement, as a professional consultant in connection with the conceptual design, development, and construction of the Stadium and thereafter, as the manager and operator of the Stadium upon completion thereof; on the terms and conditions set forth herein;

WHEREAS, City finds and determines that Manager is providing professional management and consulting services (defined below) pursuant to Texas Gov’t Code Ch. 2254, and Manager is the most highly qualified provider of those services on the basis of demonstrated competence and qualifications;

WHEREAS, Manager intends to subcontract certain Services (defined below) to FC Dallas pursuant to that certain Sub-Management Services Agreement dated on or about the date hereof between Manager and FC Dallas (the “**Sub-Management Agreement**”); and

NOW, THEREFORE, in consideration of the foregoing premises, the representations and warranties, covenants, and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

CONSULTING SERVICES

Section 1.1 **Scope of Consulting Services.** City hereby engages Manager to provide, and Manager hereby agrees to provide, the following services (“**Consulting Services**”) for the benefit of City during Phase I:

- (a) advise City on architectural firm bids, including management of the RFP process for the same;
- (b) advise City on construction firm bids, including management of the RFP process for the same;

- (c) utilize discovery and analysis of the market, Stadium's site, and overall project, and any other related factors specific to the operation of a sports facility/event center;
- (d) evaluate design plans and consult with City based on proposed events at Stadium consistent with (but not limited to) those possible events identified on *Schedule B* attached hereto (the "**Anticipated Events**");
- (e) assist in the creation of a master plan and facility needs for a multi-use arena, based on the Anticipated Events;
- (f) manage and implement marketing strategy for all communications around key moments, including groundbreaking, first steel erection, topping off, opening day, etc.;
- (g) create, solicit, and market a plan to be implemented for future events at Stadium;
- (h) work cooperatively with City and operating team on the creation of organization charts, staffing plans, and Stadium operating budgets;
- (i) assist the development and design team in the overall programming of the Stadium, including attending design calls and meetings to provide input and value as needed/requested by development team;
- (j) collaborate and produce a master event log that is proprietary for the Stadium, including specific needs for each event (*e.g.*, food service, conversion/AV, FF&E needs, etc.);
- (k) provide certain accounting functions, including:
 - 1. manage budgeting, Revenues/costs, and economic impacts of Anticipated Events;
 - 2. manage projections and provide detailed proformas based on Anticipated Events;
- (l) create the need/want list for the Stadium from a programming and design prospective;
- (m) communicate past experiences for case study/examples/lessons learned of certain needs to the design team from past events/venues;
- (n) develop maintenance reserve program and analysis;
- (o) work with marketing and branding team on signage, marketing, sponsorship opportunities, corporate naming rights, etc.;
- (p) provide input on selection of ticketing system, POS software, facility maintenance system, and other systems related to operations of Stadium;
- (q) work cooperatively with FC Dallas on matters related to the design and construction of the Stadium as it pertains to soccer operations as more particularly set forth in the Sub-Management Agreement; and
- (r) assist in hiring, planning, and contracting of suggested consultants upon request, as follows:

1. sports and entertainment construction consultant;
2. ADA (operations only);
3. food and beverage;
4. retail merchandise;
5. production/broadcast/cabling/audio;
6. structural engineer (rigging points);
7. ingress/egress;
 - A. parking;
 - B. ramps/stairs;
 - C. size and number of entry gates;
 - D. projected timed egress;
8. lighting consultant;
9. event electrical;
 - A. arena lighting;
 - B. show power;
10. stadium seating consultant; and
11. signage (wayfinding/directional/naming/etc.); and

(s) provide such other similar consulting services as the Parties deem mutually agreeable and appropriate.

Section 1.2 Term of Consulting Services. Manager shall provide the Consulting Services commencing on the Effective Date and continuing until completion of Phase I (the “**Consulting Term**”), anticipated to occur approximately March 2026, unless the Stadium construction is not completed by then, in which case the Consulting Term shall expire upon construction ceasing on the Stadium, or unless terminated earlier as provided herein. If this Agreement is terminated in accordance with the terms of this Agreement, Consultant shall be paid a *pro rata* portion of the Fee (as defined below) for all Consulting Services provided through the end of the applicable termination date.

Section 1.3 Liability. City acknowledges that Manager’s liability for any design recommendations or requests it makes while carrying out the Consulting Services shall be limited only to the liability provided by Section 4.1 in this Agreement.

ARTICLE II

MANAGEMENT AND OPERATIONS SERVICES

Section 2.1 Engagement of Manager. Subject to the terms and conditions hereof, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Management Services (defined below) during Phase II in connection with the operation, direction, management, and supervision of the Stadium and Events occurring at the Stadium. Manager shall have the right to delegate all or a portion of its duties and responsibilities hereunder to subcontractors or agents including, without limitation, Affiliates of Manager; provided, however, Manager shall be ultimately responsible for the actions of such subcontractors or agents. Manager hereby acknowledges and confirms that neither Manager nor any of its personnel, subcontractors, or agents, if any, covered by the immediately preceding sentence will be, or be deemed to be, an employee of City.

Section 2.2 Scope of Management and Operations Services. City hereby engages Manager to provide, and Manager hereby agrees to provide, the following services (“**Management Services**” and

together with the Consulting Services, the “**Services**”) for the benefit of City during Phase II, with the cost of all Management Services reflected as an operating expense in the Budget:

- (a) oversee all operations of the Stadium, including all day-to-day operational control and management decisions, including but not limited to business operations and venue operations;
- (b) negotiate and execute agreements with third parties with respect to Stadium operations;
- (c) hire, supervise, manage and replace on-site venue staff, including without limitation a General Manager, management and sales personnel, groundskeepers and other field maintenance personnel, janitorial and general maintenance personnel, ticket sellers, ticket takers, ushers, “hawkers” and other concessionaire personnel, parking attendants, customer service representatives, announcers, accounting, legal, financial and administrative personnel, safety, security, and crowd control personnel, etc., with the full staffing structure to be mutually agreed upon between REV and the City;
- (d) consult with the City on the creation of organizational charts, staffing plans, arena operating budgets, Revenue projections, sales strategy, and long-term planning for the Stadium;
- (e) manage and sell signage and sponsorship inventory for the Stadium, including without limitation ticket content, radio, television, and other media contracts whether now known or hereafter developed, all graphic and electronic advertising, sponsorships, promotions, marketing, and naming rights in, on, or about the Stadium (including, without limitation, the placements of additional graphic and electronic advertising signs, billboards, and kiosks in, on, or, or about the Stadium), etc.;
- (f) identify, negotiate with, and contract with tenant(s) and users at the Stadium;
- (g) cooperate with tenant(s) and users at the Stadium to mutually determine inventory for applicable event days, including in-venue static and digital signage, kiosk placement, and activation locations;
- (h) create master plan and manage master event calendar, actively booking events for Stadium; provided that the foregoing shall not constitute a representation or warranty by Manager of any given number of events to be scheduled or occur at the Stadium;
- (i) oversee and supervise food and beverage partner, including management of the RFP process for the same, and all day-to-day operations of such partner;
- (j) provide certain accounting functions, including:
 - 1. manage all accounting functions necessary to the operation and booking of the Stadium;
 - 2. prepare the Annual Budget (defined below);
 - 3. manage budgeting, Revenues/costs and economic impacts of proposed Events;
- (k) perform ordinary and customary maintenance of, and repairs to, the Stadium and equipment used in the operation thereof, and in preparation for Events;

- (l) subject to the City's right to reasonably approve the cost associated therewith, initiate any Emergency Repairs;
- (m) pay all customary and normal operating expenses relating to the Stadium and Events;
- (n) manage and implement public relations, marketing, and communications strategy for all communications around key moments at the Stadium, including opening day and Events;
- (o) manage community engagement and outreach opportunities at the Stadium;
- (p) work cooperatively with local sports authorities, commissions, community leaders, and decision-makers to promote and maximize the use and visibility of the Stadium;
- (q) work cooperatively with FC Dallas on matters related to soccer operations as more particularly set forth in the Sub-Management Agreement;
- (r) provide a permanent professional sports team acceptable to City to use and occupy the Stadium pursuant to the Sub-Management Agreement with FC Dallas, prior to the expiration of the Consulting Term;
- (s) maintain and operate the Stadium in accordance with the United States Soccer Federation guidelines for minimum stadium standards; and
- (t) provide such other similar management services for the Stadium as are customary or as the Parties deem mutually agreeable and appropriate.

Section 2.3 Authority of Manager. Subject to the contractual and legal obligations and other restrictions described herein, the powers of Manager with respect to the Management Services will be plenary. Nothing contained herein will preclude, prevent, or be a limitation upon Manager acting for itself or for others, or being a partner in a partnership, a stockholder in a corporation, or otherwise involved in any other entity engaged in the ownership and/or operation of sports teams, venues, or other ventures similar to the Stadium.

Section 2.4 Insurance. Manager will obtain and maintain, at its sole cost and expense, throughout the Term a professional liability insurance policy relating to Manager's performance of its obligations hereunder and a general liability insurance policy in such amounts as Manager will reasonably determine to be necessary in order to provide adequate coverage for Manager. Manager will cause City to be named as an additional insured under such policies throughout the Term, and such policies shall include waivers of subrogation issued in favor of the City. All insurance policies relating to such insurance coverage will provide that they may not be cancelled, renewed, or reduced unless at least thirty (30) days' notice thereof has been provided to City and Manager. Further, Manager will obtain and maintain, at its sole cost and expense, throughout the Term an automobile insurance policy with respect to each automobile used by its personnel in the conduct of the Management Services in such amount as Manager will reasonably determine to be necessary in order to provide adequate coverage for the insureds covered by such insurance policy. Manager will be solely responsible for securing, at its own expense, whatever insurance coverage it may desire on its personal property located at the Stadium. Manager will provide workers' compensation coverage for its employees as may be required by applicable law. Manager shall deliver to City certificates of insurance indicating that such coverages required by this Section 2.4 are in place.

Section 2.5 Term of Management Services. Manager shall provide the Management Services commencing on the first day of Phase II, anticipated to occur approximately March 2026, and continuing until expiration or earlier termination of the Term (the “**Management Term**”). If this Agreement is terminated in accordance with the terms of this Agreement, Consultant shall be paid a *pro rata* portion of the Fee (as defined below) for all Management Services provided through the end of the applicable termination date.

ARTICLE III

FINANCIAL TERMS AND REPORTING

Section 3.1 Compensation. Manager shall receive the following compensation in exchange for the Services provided hereunder:

- (a) **Management Fee:** City shall pay Manager a Management Fee (defined below) for each year of the Term, which amount shall be payable in twelve (12) equal monthly installments due and payable in advance on the first day of each calendar month during the Term without notice or demand and without any offset or deduction whatsoever. Should this Agreement commence on a day other than the first day of a calendar month or terminate on a day other than the last day of a calendar month, the Management Fee for such partial month will be prorated on a daily basis. The Management Fee for the first partial month, if any, will be payable on the Effective Date. Manager shall have the right to withhold such Management Fee from any amounts payable to the City pursuant to Section 3.3 below; provided, however, that in the event monthly Revenues from the Stadium are insufficient to cover the Management Fee, Manager will provide an invoice to City for any shortfall for each monthly portion of the Management Fee then due and City shall be obligated to make such payments directly to Manager within thirty (30) days of receipt of such invoice, subject to the availability and appropriation of public funds by the City in accordance with Texas law. As used herein, the “**Management Fee**” shall be, for the first year of the Term, an amount equal to \$350,000, payable in twelve (12) monthly installments of \$29,166.67 each, and shall be increased each subsequent year by a four percent (4%) escalator each year calculated using the prior year’s Management Fee (*e.g.*, the Management Fee for the second year of the term shall increase to \$364,000, payable in twelve (12) monthly installments of \$30,333.33, and so forth).

The Management Fee shall include all reimbursable expenses incurred by Manager in connection with the Services, including travel by Manager’s corporate staff in connection with the Services.

- (b) **Revenue Share:** In addition to the Management Fee and commencing with Phase II, Manager shall be entitled to receive annually an amount equal to ten percent (10%) of annual gross Revenue relating to the operation of the Stadium and calculated in accordance with the then-current applicable Fiscal Year financial statements (the “**Revenue Share**”), a portion of the Manager’s Revenue Share shall be payable by Manager to FC Dallas as more particularly described in the Sub-Management Agreement. The Revenue Share shall be calculated in good faith by Manager, subject to the approval of the City which shall not be unreasonably withheld, conditioned, or delayed, and paid to Manager no later than the date that is sixty (60) days following the end of the applicable Fiscal Year; provided, however, that the Revenue Share shall not be approved by the City until after the City has determined that gross Revenues are sufficient to provide the funding necessary to pay for Capital Expenditures.

Section 3.2 Preparation of Financial Statements. Manager will use commercially reasonable efforts to cause its accountants to reasonably cooperate with all requests made by City's accountants as to the scope and presentation of monthly financial statements delivered to City. Manager shall deliver to City unaudited monthly financial statements without footnotes, prepared in accordance with GAAP.

Section 3.3 Preparation and Reconciliation of Budget. Within ninety (90) days following the Effective Date and thereafter within ninety (90) days prior to October 1st of each subsequent fiscal year of the City, Manager will prepare and deliver to City the preliminary annual operating plan and budget (the "**Budget**") for the following fiscal year, with such Budget being subject to the City's approval which shall not be unreasonably withheld, conditioned, or delayed, but shall be subject to approval of the budget and appropriation by the City Council in accordance with Texas law. The Budget will provide, in reasonable detail, an annual operating plan and budget covering the scope of the Management Services, including anticipated Revenues and operating and Capital Expenditures, listing in reasonable detail material line items. For the avoidance of doubt, the City shall fund the initial Budget applicable to the Stadium and thereafter shall be responsible to fund any shortfall in Revenues to cover the approved Budget, subject to the availability of public funds in accordance with Texas law. The Parties shall work cooperatively to reconcile the Budget monthly no later than the twentieth (20th) day of the following month.

ARTICLE IV

INTELLECTUAL PROPERTY

Section 4.1 Intellectual Property Rights. Manager hereby covenants and agrees that all improvements, inventions, modifications, ideas, discoveries, techniques, formulae, know-how, computer programs, marketing and advertising materials, deliverables, and other work product of Manager hereunder, whether patentable or subject to trademark protection or not, which, during the Term of this Agreement, Manager shall make, conceive, learn, or first actually reduce to practice, alone or in conjunction with others, while engaged in work for the Stadium or with the use of the City's materials or facilities (collectively, the "**Intellectual Property Rights**"), shall be the sole and exclusive property of City, and City shall be the sole owner of all patents, trademarks, copyrights, and other intellectual property rights in connection therewith. Such Intellectual Property Rights shall be deemed "works made for hire" within the meaning of 17. U.S.C §§ 101 and 201(b) and are not subject to any retained or reserved license, permit, or other right of Manager to use such Intellectual Property Rights for any purpose. Manager hereby assigns to City any rights it may have or acquire in the Intellectual Property Rights and associated rights and agrees to assist City (at City's expense) in its acquisition and enforcement of patents, trademarks, copyrights, and other rights in the Intellectual Property Rights in any and all countries. Notwithstanding the foregoing, the Intellectual Property Rights shall not include any improvements, inventions, modifications, ideas, discoveries, techniques, formulae, know-how, computer programs, marketing and advertising materials, deliverables, or other work product of Manager that (i) was created by Manager prior to the Effective Date or (ii) is created by Manager following the Effective Date, but is created by Manager for use by both the Stadium and other venues in which City has no interest (collectively, the "**Excluded Intellectual Property**"); provided, however, Manager hereby grants to City a perpetual, royalty-free license to exploit, solely in connection with the operation of the Stadium, any such Excluded Intellectual Property that has been used by Manager in connection with the performance of its obligations hereunder, with the exception of the trademarks, trade names, and logos associated with Manager and any of its Affiliates. Manager shall maintain accurate and current records reflecting all work performed hereunder. In addition, all files, books, accounts, records, and other information of any nature, however recorded or stored, and related to the Stadium (the "**Records**") shall be the sole and exclusive property of City, and to the extent possessed by Manager hereunder, such possession shall be for the benefit of and as agent for City. Manager's possession of the Records is at the will of City and is solely for the purpose of enabling Manager to perform its

obligations hereunder. The Records shall be readily separable from the records of Manager and Manager will promptly and fully disclose the same to City, its proper executives, and designated representatives, but to no others, and upon termination of Manager's engagement with City, Manager will deliver to City all such Records.

Section 4.2 City and Stadium Marks. City hereby grants worldwide to Manager and its Affiliates the limited, non-exclusive, perpetual, irrevocable, royalty-free right and license (with sublicense rights) to reproduce, republish, publicly display, modify, and otherwise use the corporate and trade name(s), trademark(s), service mark(s), logo(s), symbol(s), design(s), decal(s), artwork(s) or other proprietary designation(s) of the City and any of the foregoing relating to the Stadium (collectively, the "**City Marks**"), any of City's trademarks, trade names, taglines, and copyrightable materials provided to Manager under this Agreement, including the Stadium name and logo, for any use or purpose. City shall have no rights to any payment of fees, royalties, or other consideration from Manager or any other entity in connection with use of City Marks pursuant to this limited license. City represents and warrants that it has all right, title, and interest in and to the City Marks and the authority to grant this limited license to Manager. City further represents and warrants that to its knowledge none of the City Marks infringes the intellectual property or other proprietary rights of any third-party. All City Marks used or displayed in connection with the sponsorship and advertising elements set forth in this Agreement remain the sole and exclusive property of City.

ARTICLE V

RIGHTS AND OBLIGATIONS OF CITY

Section 5.1 Exclusive Possession and Use.

- (a) City will take all such action as will be necessary or which Manager will otherwise reasonably request in order to ensure that Manager and any other person providing services hereunder will (i) have access to the Stadium and all surrounding areas owned or otherwise controlled by City for purposes of fulfilling Manager's obligations hereunder and (ii) quietly enjoy the rights afforded to Manager under this Agreement without hinderance, disturbance, or molestation by City or any other Person. City hereby acknowledges and confirms the scheduling of Revenue-generating Events will be accorded the highest priority vis-à-vis any other non-Revenue-generating Event to be held at the Stadium (*e.g.*, those Events that the City requests to have at the Stadium regardless of Revenue).
- (b) City will not agree to, or otherwise permit, any use of the Stadium by any other sports league, team, or organization without the prior written consent of Manager.
- (c) City will not, directly or indirectly, amend, modify, or otherwise supplement the terms and conditions relating to the use of the Stadium in a manner materially less favorable to the Stadium than as in effect as of the Effective Date without the prior written consent of Manager (which consent will not be unreasonably withheld, delayed, or conditioned).
- (d) City shall coordinate any City sponsored Events with Manager, and City reserves the right to use the Stadium, or portions thereof, for non-Revenue generating Events that do not materially interfere with Manager's use of the Stadium. City will retain control of one (1) suite selected by City for its use for all Events, whether programmed by Manager, City, or any outside content provider.

Section 5.2 Insurance. During the Term, Manager will use a portion of the Revenues as identified in the Budget to maintain the following types of insurance on behalf of City:

- (a) property insurance against damage or destruction to the Stadium on an “all risk” basis for the full replacement value thereof, including, without limitation, all materials, equipment, machinery, and supplies for use in the operation of the Stadium, and further including business interruption insurance and boiler and machinery insurance coverage; and
- (b) general liability insurance, umbrella liability insurance, and automobile liability insurance on terms and conditions, and with limits that are at least substantially equivalent to the terms, conditions, and amounts of City’s insurance policies in effect as of the Effective Date, copies of which have been provided to Manager.

The foregoing insurance policies will provide (i) that they may not be cancelled, renewed, or reduced unless at least thirty (30) days’ notice thereof has been provided to City and Manager, and (ii) that Manager, its members, and any of their respective Affiliates, are additional insureds thereunder. In the event the foregoing insurance policies apply to more than one (1) location, such policies will provide that the per occurrence and aggregate limits will apply separately with respect to each location. All insurance against loss or damage to property and business interruption referred to above will be endorsed to provide that any release from liability of, or waiver of claim for, recovery from Manager entered into in writing by City prior to any loss or damage will not affect the validity of said policy or the right of the insured to recover thereunder and providing, further, that the insurer waives all rights of subrogation which such insurer might have against Manager. To that end, all insurance policies providing insurance will contain in the body of said policy, the following language: “This insurance will not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party of loss occurring to the property described herein,” or such other language substantially equivalent thereto.” Without limiting any release or waiver of liability or recover set forth in any other provision of this Agreement, but rather in confirmation and furtherance thereof, each of the Parties waives all claims for recovery from the other Party for any loss or damage to any of its property or damages as a result of fire, business interruption, or other perils, events, or happenings insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

Further, City will provide, at its sole cost and expense, workers’ compensation coverage for its employees as may be required by applicable law.

ARTICLE VI

TERM; TERMINATION; FORCE MAJEURE

Section 6.1 Term. The initial term of this Agreement commences on the Effective Date and will continue for an initial term of ten (10) years with a right to renew the Agreement upon mutual written agreement of the Parties for an additional ten (10) years, for a total period equal to twenty (20) years (collectively the “**Term**”). The Term shall include both the Consulting Term and the Management Term. After the expiration of twenty (20) years, the Term of this Agreement as it pertains to the Management Services shall automatically renew for two (2) additional periods of five (5) years each unless either Party provides the other Party with written notice to the contrary six (6) months prior to the end of the current term.

Section 6.2 Termination by City.

- (a) At any time that City reasonably determines in good faith that a Cause Event has occurred, City will deliver notice to Manager, which notice will specify in reasonable detail the grounds

supporting the Cause Event and provide Manager with the lesser of (i) sixty (60) days or (ii) the number of days remaining in the Term to cure such Cause Event (the “**Cause Event Notice**”), provided that if (A) the aforesaid Cause Event cannot be cured within the cure period covered by clause (i) or clause (ii), as applicable, of this sentence and (B) Manager has promptly commenced to take all action necessary to cure such Cause Event, then Manager will be afforded a reasonable additional period of time (not to exceed thirty (30) additional days) as will be necessary to cure the Cause Event at issue. If Manager cures the breach to the City’s satisfaction within the applicable time period specified in the immediately preceding sentence, the Cause Event Notice relating to such breach will be disregarded and this Agreement will continue in full force and effect. If Manager has not cured the Cause Event within the applicable time period provided for in this Section 6.2(a), then this Agreement will terminate as of the last day of such time period. Without prejudice to City’s termination right set forth in the immediately preceding sentence, City will have the right, but not the obligation, to pay or otherwise cure the Cause Event and recover the amount expended by City in curing such Cause Event from Manager. Any termination of this Agreement under this Section 6.2 will be without prejudice to any other rights and remedies, if any, available to City under applicable law in connection therewith.

- (b) City will have the right, but not the obligation, to terminate this Agreement by delivery of notice to Manager upon the occurrence of (i) any Bankruptcy Event of Manager or (ii) the dissolution of Manager.

Section 6.3 Termination by Manager.

- (a) At any time that Manager reasonably determines in good faith that a breach in the performance of any material covenant or obligation of City has occurred hereunder, Manager will deliver notice to City, which notice will specify in reasonable detail the material covenant so determined by Manager to have been breached by City and provide City with the lesser of (i) sixty (60) days or (ii) the number of days remaining in the Term to cure such breach (the “**Termination Notice**”); provided, however, that if (A) such breach cannot be cured within the cure period covered by clause (i) or clause (ii), as applicable, of this sentence and (B) City has promptly commenced to take all action necessary to cure such breach, then City will be afforded a reasonable additional period of time (not to exceed thirty (30) additional days) as will be necessary to cure the breach at issue. If City cures the breach within the time period specified in the Termination Notice, such notice will be disregarded and this Agreement will continue in full force and effect. If City has not cured the payment breach or substantially cured any other type of breach, as the case may be, within the time period specified in the Termination Notice, then this Agreement will terminate as of the last day of such time period. Without prejudice to Manager’s termination right set forth in the immediately preceding sentence, Manager will have the right, but not the obligation, to pay or otherwise cure the breach of this Agreement by City at issue and recover the amount expended by Manager in curing such default from City, subject to the limitations of Subsection I, of Texas Local Gov’t Code Ch. 271. Any termination of this Agreement effected under this Section 6.3 will be without prejudice to any other rights or remedies, if any, available to Manager under applicable law in connection therewith.
- (b) Either Party will have the right, but not the obligation, to terminate this Agreement by delivery of written notice to the other Party upon the occurrence of any of the following events:
 - 1. any Bankruptcy Event;
 - 2. the dissolution; or

3. the Stadium is condemned through the exercise of eminent domain by a governmental authority or the Stadium is substantially damaged by more than twenty five percent (25%) due to an event of Force Majeure that renders the entire Stadium unfit for occupancy for a period of more than 180 days; provided, however, if any event covered by this clause (3) occurs, City will be afforded a reasonable period of time to remediate such event.

Section 6.4 Fee Upon Termination. Upon termination of this Agreement, for whatever reason, any fees, costs, or expenses earned and accrued hereunder to the date of termination, but not yet paid to Manager or City will be payable at the time of such termination, provided that if the effective date of such termination will be prior to the end of the then current Fiscal Year, then the Revenue Share due to Manager will be calculated by Manager will be based on complete year-to-date accounting at the date of termination and a commercially reasonable forecast for completion of the year based on Manager's event calendar through the current Fiscal Year.

Section 6.5 Obligations Upon Termination. Following the termination of this Agreement, (i) neither City nor Manager will thereafter have any obligation or liability owing to the other, except for any such obligation or liability (A) resulting from any breach of this Agreement occurring prior to the effective date of termination and (B) in respect of any payment required to be made under Section 6.4; (ii) Manager will promptly transfer all amounts then held by it constituting Revenues to City together with a reasonably detailed accounting of same. This Section 6.5 and Article VI, Article VIII, and Article IX (other than Section 9.11) will survive the termination of this Agreement.

Section 6.7 Force Majeure. Either Party will be excused without penalty from performing any obligation set forth herein in the event and/or for so long as the performance of any such obligation is prevented, delayed, retarded, or hindered by reason of Force Majeure.

ARTICLE VII

INDEMNIFICATION; REPRESENTATIONS; AND WARRANTIES

Section 7.1 Indemnification by City. To the extent allowed by Texas law and without waiving any governmental immunity, police power, or legislative authority of the City, City will indemnify, defend, and hold harmless Manager and its Affiliates, and their respective officers, directors, managers, members, employees, agents, and other representatives (collectively, "Manager Indemnitees") from and against any and all claims, losses, damages, liabilities, obligations, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of, in connection with, or otherwise attributable to (i) any breach by City of any representation and warranty, covenant, or agreement made in this Agreement; and (ii) the enforcement by any Manager Indemnitee of its rights under this Agreement. Moreover, this indemnity and defense obligation by the City shall not be construed as requiring the City to appropriate funding or establish a sinking fund, and any obligation or demand for the City to pay its obligations, whether indemnity or defense, from current or future revenues shall be construed as creating an unconstitutional debt in violation of Texas law.

Section 7.2 Indemnification by Manager. Manager will indemnify, defend, and hold harmless City and its Affiliates, and their respective officers, directors, managers, members, employees, agents, and other representatives (collectively, "City Indemnitees" and together with the Manager Indemnitees, "Claimants") from and against any and all claims, losses, damages, liabilities, obligations, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of, in connection with or otherwise attributable to (i) any breach by Manager of any representation

and warranty, covenant, or agreement made in this Agreement; and (ii) the operation of the Stadium and the conduct of Events, in each case that are directly due to Manager's gross negligence, bad faith, or willful misconduct. For purposes of this Section 7.2, any action taken by Manager which has been expressly approved or authorized by City or which is in accordance with customary commercial or business practices of owners and operators of stadiums and other public entertainment facilities will not be deemed to constitute gross negligence, bad faith, or willful misconduct on the part of Manager. In the event that Manager will become obligated under this Section 7.2 to make a payment to one or more City Indemnitees, Manager will make such payment by promptly effecting a wire transfer of immediately available funds in the amount of such payment to such account(s) as such City Indemnitee(s) will have designated in writing to Manager.

Section 7.3 Indemnification Procedures.

- (a) Upon the discovery of any claim by a Claimant which, if sustained, would be subject to indemnification pursuant to Section 7.1 or Section 7.2, such Claimant will give prompt notice to City or Manager, as the case may be (the "**Indemnifying Party**") of such claim; provided, however, that the failure of such Claimant to so promptly notify the Indemnifying Party of such claim will not relieve the Indemnifying Party of any indemnification obligation under this Agreement unless the Indemnifying Party will have been actually and materially prejudiced thereby.
- (b) If the indemnification sought under Section 7.3(a) involves a claim made against the Claimant by a Person unaffiliated with the Indemnifying Party, then the Indemnifying Party will assume and control such defense, in which event the Claimant will have the right to retain its own counsel in each jurisdiction for which the Claimant determines that counsel is required, at the expense of the Indemnifying Party; provided, however, the Indemnifying Party shall only pay for such separate counsel if there is a conflict of interest that makes it reasonably necessary for separate counsel to represent Claimant or the Indemnifying Party agrees, in writing, to such separate counsel. If the Indemnifying Party will fail or refuse to undertake the defense within fifteen (15) days after receiving notice that a claim has been made, the Claimant will have the right (but not the obligation) to assume the defense of such claim in such manner as it deems appropriate until the Indemnifying Party will, with the consent of the Claimant, assume control of such defense, and the Indemnifying Party will indemnify the Claimant pursuant to Section 7.1 or Section 7.2, as applicable, from and against the costs and expenses of such defense. The Party handling the defense of an action will keep the other Party fully informed at all times of the status of the claim. Neither the Indemnifying Party nor Claimant, when handling the defense of a claim for which indemnification may be sought by the Claimant, will settle such claim without the consent of the other Party (which consent will not be unreasonably withheld or delayed) unless such settlement will (i) impose no additional liability or obligation upon such Party (or any other Person entitled to indemnification under Section 7.1 or Section 7.2, as applicable) whose consent would otherwise be required and (ii) where the Indemnifying Party is handling the defense and settlement of the claim, provide the Claimant with a general release with respect to the subject claim.

Section 7.4 Reference to Schedule C. The representations and warranties set forth on *Schedule C* attached hereto are incorporated herein by reference as if fully set forth herein and will survive the execution and delivery of this Agreement.

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Dispute Resolution Procedure. All controversies, claims, disputes, and matters in question (“**Disputes**”) arising out of, or relating to, this Agreement will be resolved in accordance with the following procedures:

- (a) Each Party will provide the other with a written notice describing in reasonable detail the nature of the Dispute and the desired outcome. Following the delivery of the notice provided for in the immediately preceding sentence, each Party will negotiate in good faith to resolve the Dispute. If City and Manager are unable to resolve the Dispute within fifteen (15) days or a mutually-agreed upon longer or shorter period of time (the “**Negotiation Period**”), then City and Manager will follow the procedures set forth in Section 8.1(b) through Section 8.1(c) to resolve the Dispute.
- (b) In the event that City and Manager are unable to timely resolve the Dispute pursuant to Section 8.1(a), City and Manager may, within three (3) Business Days following the expiration of the Negotiation Period, attempt to resolve the Dispute by submitting to non-binding mediation.
- (c) The City is a home rule municipality governed by its Charter and the laws of the state of Texas. Accordingly, any claims, disputes, or other matters in controversy arising out of or related to this Agreement may be subject to litigation in accordance with Texas law, and nothing in Section 8.1 shall be construed as a condition precedent to litigation.

Section 8.2 Availability of Equitable Relief. Manager and City hereby acknowledge and confirm that Section 8.1 will not limit or otherwise restrict the right of either of them to seek equitable relief from any court of competent jurisdiction with respect to any Dispute to which such Party may otherwise be entitled, including, without limitation, specific performance or injunctive relief.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Interpretation. All pronouns and any variation thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require. All references to a “Section,” “Article,” or “Schedule” will mean Section of, Article of, or Schedule attached to this Agreement unless the context otherwise requires. Each reference to “this Agreement” will mean this Agreement including each Schedule attached hereto, as the same may be amended, modified, or otherwise supplemented from time to time.

Section 9.2 Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, of the Parties regarding the subject matter of this Agreement. Each of the Schedules attached to this Agreement is hereby incorporated in and made part of this Agreement as if set forth in full. The words “hereof,” “herein,” and “hereunder,” and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument, or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, or statute as from time to time amended, modified, or supplemented, including, without limitation, (in the case of agreements or instruments) by waiver or consent

and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

Section 9.3 Notices. All notices, requests, claims, demands, and other communications must be in writing and will be duly given on the date of delivery if transmitted by a nationally recognized courier service or by email to the applicable email address set forth below, or on the date of receipt if mailed to the Person to whom notice is to be given by certified or registered mail, postage prepaid, and properly addressed to the addresses set forth below or such other address as may be set forth in written notice of change of address transmitted in the manner set forth in this Section 9.3.

if to Manager:

REV Sports Management LLC
734 Stadium Drive
Arlington, TX 76011
Attn: Sean Decker, President
SDecker@REVEntertainment.com

with copy to:

REV Sports Management LLC
734 Stadium Drive
Arlington, TX 76011
Attn: Legal Department
EKearney@TexasRangers.com

if to City:

City of Mansfield
1200 E. Broad Street
Mansfield, TX 75160
Attn: Joe Smolinski, City Manager

with copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Dean Roggia

Section 9.4 Governing Law and Exclusive Stadium. Subject to Article VIII, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including, without limitation, Texas laws relating to applicable statutes of limitation, without regard to conflict-of-laws principles or principles of comity which would cause this Agreement to be interpreted or governed by the applicable law of any state other than the State of Texas. The exclusive venue for any proceeding in connection with this Agreement shall be in Tarrant County, Texas.

Section 9.5 Governmental Functions and Immunities. The parties hereby acknowledge and agree that City is entering into this Agreement pursuant to its governmental functions and that nothing contained

in the Agreement shall be construed as constituting a waiver of City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

Section 9.6 Captions. The captions used in this Agreement are intended for convenience or reference only, will not constitute any part of this Agreement, and will not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

Section 9.7 Amendments. Any amendment to this Agreement will require the written consent of the Parties hereto. This Agreement will not be assigned by either Party hereto without the prior written consent of the other Party hereto.

Section 9.8 Binding Effect. This Agreement will be binding upon, and will inure to the benefit of, the respective successors and assigns of the Parties hereto.

Section 9.9 Separability. In case any one or more of the provisions contained in this Agreement or any application thereof will be deemed invalid, illegal, or unenforceable in any respect, such affected provisions will be construed and deemed rewritten so as to be enforceable to the maximum extent permitted by law, thereby implementing to the maximum extent possible, the intent of the Parties hereto, and the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 9.10 Waiver. Any breach of any term or provision of this Agreement will be waived only by means of a writing signed by the non-breaching Party which sets forth with particularity the breach being waived and the scope of the waiver. Any waiver of any term or condition of this Agreement will not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or provision of this Agreement. No waiver will be implied from any conduct or action of the non-breaching Party. The failure of either Party hereto in asserting any of its rights hereunder will not operate as a waiver of any such rights.

Section 9.11 Fees and Expenses. Each Party hereto will pay its own fees and expenses incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and any other agreement or document contemplated hereby or thereby.

Section 9.12 Third Party Beneficiaries. Except as may otherwise be specifically agreed in writing by the Parties hereto, the provisions of this Agreement are not intended to be for the benefit of any creditor or other Person to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) either Party hereto; and no such creditor or other Person will obtain any benefit from such provisions or will, by reason of any such foregoing provision, have any claim in respect of any debt, liability, or obligation against either Party hereto.

Section 9.13 Remedies. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy will be cumulative and will be in addition to every remedy under this Agreement or now or hereafter existing at law or in equity.

Section 9.14 Specific Performance. Each Party hereto hereby acknowledges and confirms that its respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, agrees that, in the event of a breach or threatened breach by either Party hereto of the provisions of this Agreement, in addition to any remedies under Article VIII or at law, the other Party hereto will, without posting any bond or submission of proof of actual damages, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy which may then be available.

Section 9.15 Relationship of the Parties. No partnership, joint venture, or other business relationship is established between City and Manager under this Agreement, other than the relationship of (i) City as the owner of the Stadium and (ii) Manager as an independent contractor of City.

Section 9.16 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, email (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 9.17 Confidentiality.

- (a) Each of Manager and City (the “**Receiving Party**”) acknowledges that it will receive or have access to confidential and proprietary information and materials of the other Party and its affiliates (the “**Confidential Information**”). The Confidential Information shall include, without limitation, the terms and conditions of this Agreement. During the Term and thereafter, the Receiving Party (i) shall maintain the confidentiality of the Confidential Information, using the same degree of care that the Receiving Party uses to protect its own confidential information of a like character; and (ii) shall not use or disclose the Confidential Information, except in furtherance of the purposes of this Agreement or as may be required by law or a court order. If at any time a Party is requested or required by law, court order, subpoena, or other legal process to disclose any Confidential Information, such Party shall notify the other Party in writing immediately and shall refrain from making such disclosure so that the other Party may, at its own expense, seek an appropriate protective order and/or waive compliance with the provisions of this Section 9.17. Each Party shall cause its employees, contractors, and representatives, who have access to the Confidential Information, to execute an agreement obligating them to maintain the confidentiality of the Confidential Information as set forth herein.
- (b) Notwithstanding anything to the contrary contained herein, the Confidential Information shall not include information which (i) is or becomes generally known to the public without the breach of this Agreement, (ii) is in the Receiving Party's or its affiliates' possession prior to its disclosure from the other Party, (iii) is received by the Receiving Party or its affiliates from a third party with no restrictions on disclosure, or (iv) is independently created or developed by the Receiving Party or its affiliates without a breach of its obligations under subsection (a) above.
- (c) The Receiving Party acknowledges and agrees that a breach of this Section 9.17 shall cause irreparable damage to the other Party for which the other Party will not have adequate remedy at law. Accordingly, in the event of such breach or threatened breach, the other Party shall be entitled to immediate injunctive and other equitable relief to secure performance of this Section 9.17 (in addition to all of the other rights and remedies available to the other Party).

(d) Notwithstanding the foregoing Sections 9.17 (a) through (c) or any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act.

(e) The obligations of the parties under this Section 9.17 shall survive the expiration or earlier termination of the Term.

Section 9.18 Public Funding. This Agreement is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

Section 9.19 Texas Boycott Prohibitions. To the extent required by Texas law, Manager verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, as amended, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) it does not “boycott Israel” as that term is defined in Texas Government Code § 808.001, and Texas Government Code Ch. 2271, as amended, and it will not boycott Israel during the term of this Agreement; (3) it does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of this Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

Section 9.20 Ethics Disclosure. To the extent required by law, Manager represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295.

Section 9.21 Attorneys’ Fees. Except as provided in Article VII, in any litigation or other proceeding by which one Party, whether in contract, tort, equity, and/or a statutory claim, or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, and expenses incurred.

Section 9.22 Further Assurances. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper, or advisable to carry out the intent and purposes of this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have duly caused this Agreement to be executed and delivered as of the date first written above:

CITY:

CITY OF MANSFIELD

Name:

Title:

Date:

MANAGER:

REV SPORTS MANAGEMENT LLC

Name: Sean Decker

Title: President

Date:

SCHEDULE A

DEFINITIONS

The following terms will have the meanings set forth below if not defined within the Agreement:

“**Affiliate**” or “**Affiliates**” means any entity, any parent, any subsidiary, or any person (including, any natural person, or corporation, partnership, limited partnership, trust, unincorporated association, or other form of business organization) controlling, controlled by, or under common control with such entity.

“**Bankruptcy Event**” means commencement by City or Manager of a voluntary case or proceeding under Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Federal Bankruptcy Act**”) or any other similar federal or state law or any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent (whether by action or inaction) by City or Manager to the entry of a decree or order for relief in respect of City or Manager, as the case may be, in an involuntary case or proceeding under the Federal Bankruptcy Act or any other similar federal or state law or to the commencement of any bankruptcy or insolvency case or proceeding against City or Manager, or the filing by City or Manager of a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, or the consent by City or Manager to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of City or Manager, as the case may be, or any substantial part of the property of City or Manager, as the case may be, or the making by City or Manager of an assignment for the benefit of creditors, or the admission by City or Manager in writing of its inability to pay its debts generally as they become due.

“**Business Day**” means any day that is not a Saturday, Sunday, legal holiday, or other day on which banks are required to be closed in Mansfield, Texas.

“**Cause Event**” means that Manager has breached this Agreement or has taken any action or failed to take any action constituting bad faith, willful misconduct, criminal acts, or gross negligence.

“**Capital Expenditures**” means major building components of the Stadium, including but not limited to HVAC systems, mechanical and electrical systems, and underground plumbing and structural elements, including but not limited to roof and foundation repairs. To be considered a Capital Expenditure, the item or homogenous group of items must have a projected useful life of no less than three (3) years and have a minimum value of \$15,000.

“**Emergency Repairs**” means repair or remediation work to the Stadium which is necessary to protect public health or safety.

“**Event**” means (i) any event that has Revenue associated with it in the form of rent, lease, paid ticket, or license fee, plus (ii) any event that the City requests to have at the Stadium, regardless of the existence of Revenue generated therefrom, together with, in the case of any Event covered by clause (i) or clause (ii), a reasonable period of time to (A) prepare the Stadium for such Event; (B) clean the Stadium after such Event has been attended by spectators; and (C) perform normal and customary grounds keeping activities following such Event.

“**Fiscal Year**” means the City’s Fiscal Year which is established in accordance with Texas law (October 1st to September 30th) and included within the Term, provided that the initial Fiscal Year hereunder will commence as of the Effective Date and end on September 30, 2024.

“Force Majeure” means that no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay continues for a period of at least thirty (30) consecutive days and is caused by or results from acts beyond the impacted Party’s (“Impacted Party”) reasonable control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or any global serious illness outbreaks); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party must provide written notice to the other party specifying the nature and duration of the Force Majeure Event no later than thirty (30) days after the occurrence of the Force Majeure Event.

“GAAP” means generally accepted accounting principles as in effect in the United States from time to time, consistently applied.

“Person” means an individual, corporation, trust, partnership, limited liability company or partnership, joint venture, unincorporated organization, governmental authority or any agency or political subdivision thereof, or other entity.

“Phase I” means the period of time commencing on the Effective Date and ending upon completion of the Stadium and issuance by the City of a certificate of occupancy with respect to the same.

“Phase II” means the period of time commencing immediately upon the completion of Phase I and continuing until expiration or earlier termination of this Agreement.

“Revenues” means all revenue generated in connection with the operation of the Stadium and the Events determined in accordance with GAAP.

SCHEDULE B

ANTICIPATED EVENTS

Manager shall hold a minimum of one hundred and fifty (150) Events annually. More than one Event may be held during a calendar day; however, for purposes of meeting the minimum requirement above, each calendar day that Manager holds one or more Events shall constitute only one (1) Event.

- **Sports (amateur and professional)**
 - Soccer
 - Football
 - Lacrosse
 - Field Hockey
 - Pickle Ball
 - Boxing
 - Corn Hole
 - Cross Fit
- **Concert Setup**
 - Concerts
 - Comedy Shows
 - Speaker Series
 - Graduation /Commencements
 - Community Events
 - Church Functions
 - Corporate Rally
- **Dirt Mode:**
 - Bull Riding
 - Rodeo
 - Team Roping
- **Convention/Classroom setup:**
 - Banquet/Gala
 - Corporate Meetings
- **Exterior Activations:**
 - Festivals
 - Holiday Markets
 - Lifestyle Festival
 - Food, Wine, Art, Etc.
 - Farmers Market
- **Trade Shows:**
 - Job Fairs
 - Expos

SCHEDULE C

REPRESENTATIONS AND WARRANTIES

Manager hereby represents and warrants to City as follows:

1. Manager is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, with full power and authority, and with all licenses, permits, certifications, registrations, approvals, consents, and franchises necessary to (i) conduct its business as currently conducted; (ii) execute, deliver, and perform this Agreement; and (iii) consummate the transactions contemplated hereby;
2. this Agreement is the valid and binding obligation of Manager, enforceable against it in accordance with the terms and conditions hereof, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally and the discretion of courts in granting equitable remedies; and
3. the execution, delivery, and performance of this Agreement by Manager does not and will not, with or without the giving of notice or the lapse of time, or both, (i) result in any violation of its constitutional documents; (ii) result in a breach of, or conflict with, any of the terms or provisions of, or constitute a default under, or result in the modification or termination of, or result in the creation or imposition of any encumbrance upon any of its properties or assets pursuant to any indenture, mortgage, note, contract, commitment or other agreement, or instrument to which it is a party or by which it or its properties or assets are or may be bound or affected; or (iii) violate any existing applicable law, rule, regulation, judgment, order, or decree of any governmental agency or court, domestic or foreign, having jurisdiction over it or its assets.

City hereby represents and warrants to Manager as follows:

1. City is a Texas home rule municipality duly organized under the Texas Constitution, validly existing and in good standing under the laws of the State of Texas, with full power and authority, and with all licenses, permits, certifications, registrations, approvals, consents, and franchises necessary to (i) conduct its business as currently conducted; (ii) execute, deliver, and perform this Agreement; and (iii) consummate the transactions contemplated hereby;
2. this Agreement is the valid and binding obligation of City, enforceable against it in accordance with the terms and conditions hereof, and subject to Subchapter I of Texas Local Gov't Code Ch. 271;
3. the execution, delivery and performance of this Agreement by City does not and will not, with or without the giving of notice or the lapse of time, or both, (i) result in any violation of its charter; (ii) result in a breach of, or conflict with, any of the terms or provisions of, or constitute a default under, or result in the modification or termination of, or result in the creation or imposition of any encumbrance upon any of its properties or assets pursuant to any indenture, mortgage, note, contract, commitment, or other agreement or instrument to which it is a party or by which it or its properties or assets are or may be bound or affected; or (iii) violate any existing applicable law, rule, regulation, judgment, order, or decree of any governmental agency or court, domestic or foreign, having jurisdiction over it or its assets;

4. as of the Effective Date, there is no contractual restriction or limitation that prohibits or materially adversely affects any right of Manager under this Agreement;
5. to the best of City's knowledge, no other state, county, or local government rule, regulation, policy, or ordinance prohibits or materially adversely affects any right of Manager under this Agreement;
6. City is the sole beneficial and record owner of the right to operate the Stadium and such ownership is held by City free and clear of all encumbrances; and
7. no representation or warranty or other statement made by City in this Agreement or in connection with the transactions contemplated herein contains any untrue statement of a material fact or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading.

DRAFT