

DEVELOPMENT AGREEMENT FOR MANSFIELD STARCENTER SPORTS FACILITY AND RELATED IMPROVEMENTS

THIS DEVELOPMENT AGREEMENT FOR MANSFIELD STARCENTER SPORTS FACILITY AND RELATED IMPROVEMENTS (this "**Agreement**") is entered into as of this _____ day of _____, 2016 (the "**Effective Date**"), by and between the City of Mansfield, Texas, 1200 E. Broad St., Mansfield, TX 76063, a municipal corporation of the State of Texas and a home rule city ("**City**"), the Mansfield Parks Facilities Development Corporation, a Texas nonprofit corporation created pursuant to Chapters 501 and 505 of the Texas Local Government Code ("**MPFDC**") and DSE Hockey Centers, L.P., a Delaware limited partnership ("**DSE**").

PRELIMINARY STATEMENTS

A. The City and DSE have entertained discussions relating to the development of the Project Land, including the financing and operation of an indoor recreational ice skating rink and sports center with ancillary parking facilities, miscellaneous equipment and related infrastructure improvements (the "**Project Land**", the "**Facilities**", the "**FF&E**", the "**Shared Parking**", and the "**Infrastructure**", as all are hereinafter defined, and all collectively referred to as the "**Project**") for the benefit of the public to be further documented as described herein.

B. The City and DSE now desire to set forth the definitive terms and conditions of the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

STATEMENT OF AGREEMENT

ARTICLE 1 DEFINITIONS

"**Affiliate**" means any person directly controlling or controlled by, DSE, or any person controlling or controlled by the same person who is controlling or is controlled by DSE. As used in this definition, the term "control" means, ownership or the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise. DSE shall disclose to the City any such persons that DSE reasonably anticipates to be Affiliates upon execution of this Agreement. If new persons become Affiliates that were not anticipated Affiliates at the time of execution, DSE shall disclose the identity of such new Affiliates to the City in a commercially reasonable amount of time.

"**Approved Budget**" means that certain \$15,000,000 budget for the construction of the Project and the purchase of the FF&E, approved by City and DSE.

“Approved Marquee Budget” means that certain \$600,000 budget for the construction of the Marquee.

“Approved Plans” means the plans for the onsite Infrastructure and Facilities developed by City and DSE.

“Approved Marquee Plans” means the plans for the Marquee developed by City in advance of construction.

“Architect” shall mean the professional architect hired by the City to design the Project.

“Certificate of Occupancy” shall mean the certificate issued by the City building official reflecting that construction has been substantially completed in conformance with appropriate municipal codes and DSE is authorized to secure full utility service and to permit commercial occupancy and operation of the StarCenter.

“City” means the City of Mansfield, a municipal corporation of the State of Texas and a home rule city.

“City Change” has the meaning defined in Section 2.4(b) and Section 3.4.

“Common Areas” means and includes the areas located on the exterior of the Facilities, including, without limitation, any common roadways, service areas, driveways, areas of ingress and egress, sidewalks and other pedestrian ways, private drives, landscaped areas, landscaped public rights-of-way and utility systems, but such term shall not include the Facilities or the Marquee.

“Construction Contract” has the meaning defined in Section 2.1 of this Agreement.

“Contractor” has the meaning defined in Section 2.1 of this Agreement.

“Drawings” has the meaning defined in Section 2.4(a).

“DSE” means DSE Hockey Centers, L.P., a Delaware limited partnership, whose general partner is DSE Hockey Centers GP, Inc.

“Exhibit Amendment” has the meaning defined in Section 5.19 of this Agreement.

“Facilities” means the StarCenter and the Parking Area.

“FF&E” means the movable furniture, fixtures and equipment that have no permanent connection to the StarCenter and that are to be used to operate the StarCenter.

“Governmental Regulations” means all laws, ordinances, rules, regulations, statutes, and building codes of all governmental authorities having jurisdiction over the Project Land, including, without limitation, all health, environmental and regulatory requirements, whether currently in effect or hereafter enacted.

“Ice Rink Elements” has the meaning defined in Section 2.4(b).

“Infrastructure” means the infrastructure improvements set forth in Section 2.15 of this Agreement.

“Marquee” has the definition set forth in Section 3.1 of this Agreement.

“MPFDC” means the Mansfield Parks Facilities Development Corporation.

“Parking Area” means surface parking facilities with a minimum capacity of 150 vehicles to support the StarCenter, located on the Project Land.

“Project Land” means approximately 5.1 acres owned by the City and more particularly described on Exhibit A attached hereto.

“Project” means the construction of the Facilities, the FF&E and the Infrastructure on the Project Land, and the construction of the Shared Parking.

“Project Costs” has the meaning set forth in Section 2.4(a) of this Agreement.

“Project Hard Costs” has the meaning set forth in Section 2.4(b) of this Agreement.

“Project Soft Costs” has the meaning set forth in Section 2.4(b) of this Agreement.

“Project Scope Criteria” has the meaning set forth in Section 2.1 of this Agreement.

“Shared Parking” has the meaning set forth in Section 2.2(b) of this Agreement.

“StarCenter” means an indoor ice skating and sports facility constructed in substantial and material compliance with the Approved Plans.

“StarCenter Lease” means the Mansfield StarCenter Lease and Operating Agreement whereby DSE will lease the Project Land, the Facilities, the FF&E and access to the Marquee and Shared Parking from the City, with such instrument being attached hereto as Exhibit B, and made a part hereof by reference.

ARTICLE 2 DEVELOPMENT OF PROJECT

2.1 **General.** The City will construct, complete and equip the Facilities as set forth herein on the Project Land, in substantial and material accordance with the Approved Plans, and in accordance with all applicable Governmental Regulations, in a location on the Project Land which is acceptable to City and DSE. City, at City’s expense, will provide all Infrastructure to the Project Land, including all costs for the maintenance and construction of roadways, drive lanes, turning lanes, on ramps, water, water lines, utilities, utility lines and any other infrastructure necessary in connection with the Project Land and the development and construction of the Facilities for their intended use. The City will use the construction manager-at-risk delivery method in selecting a general contractor (**“Contractor”**) for the construction of the Facilities and the Infrastructure. City agrees to accept and fairly evaluate Contractor bids from vendors introduced by DSE. City and Contractor will bid the project in compliance with all Governmental Regulations, including, but not limited to Chapter 2269 of the Texas Government Code. City shall execute a contract (the

“Construction Contract”) with Contractor, which among other things will stipulate that Contractor will evaluate bids from subcontractors as introduced to Contractor by DSE, as the general contractor for the development and construction of the Facilities and Infrastructure. The Construction Contract shall provide a guaranteed maximum cost for construction, completion and equipping of the Facilities and Infrastructure in accordance with the Approved Plans. The Construction Contract shall provide that the Approved Plans shall be prepared by the Architect from time to time during the course of construction, and City shall be responsible to assure that such Approved Plans are without material deviation from the minimum criteria described in Section 2.2(a) and (b) (**“Project Scope Criteria”**). City will cause Contractor to provide DSE and City a construction progress schedule once such schedule has been prepared, and immediately upon their availability from time to time, copies of the Approved Plans and all other related construction documents.

2.2 **Development of Facilities.** The City shall construct, develop, complete and own for public purposes the Facilities as follows, each designed for a minimum useful life of no less than thirty (30) years,

(a) on the Project Land:

(i) **StarCenter.** An indoor skating rink and sports facility with 77,500 – 82,500 gross square feet constructed with first-class quality, similar to in look of finishes and materials as the Dr Pepper StarCenter-McKinney at Craig Ranch, located at 6993 Stars Ave, McKinney, TX 75070, and providing at a minimum the following: (i) two (2) ice surfaces, each two-hundred (200) feet long by eighty-five (85) feet wide with accompanying locker rooms, (ii) programming space, (iii) viewing area, (iv) party and meeting rooms, (v) other amenities which are mutually agreed to by the City and DSE and (vi) retail spaces for a concession area, bar and/or retail store. In order to serve the sports activity needs of the City, the Facilities will offer at least the following sports: ice hockey and figure skating.

(ii) **Parking Area.** Surface parking facilities located on the Project Land with a minimum capacity of 150 vehicles to support the StarCenter to be completed no later than the time of the completion of construction of the StarCenter.

(b) adjacent to, or in close proximity to, the Project Land in the area known as James McKnight Park East:

(iii) **Shared Parking.** Surface parking facilities separate from the Parking Area containing no less than 100 parking spaces, additional to those in existence as of the Effective Date, available to Tenant on a non-exclusive, first-come-first-serve basis within the plot of land shown in **Exhibit “C”** (**“Shared Parking”**).

2.3 **Architect and Consultants.** City shall hire, terminate, and replace, as the case may be, and shall pay all fees and costs of the architect (the **“Architect”**), engineers, and other design professional subcontractors for the design development of the Facilities, with the understanding that the structural elements of the Facilities shall be engineered in accordance with generally accepted engineering practices which will result in a useful life of the structural elements of not less than thirty (30) years. The fees and expenses of the Architect, other design professional subcontractors, and the engineers shall be included in the Approved Budget.

2.4 Approved Plans.

(a) General. The Architect shall deliver to DSE and City architectural drawings of the onsite Infrastructure and StarCenter ("**Drawings**"), which upon DSE and City's written approval shall become incorporated into the Approved Plans.

(b) DSE Approval Limitations. Notwithstanding anything in this Agreement to the contrary, DSE's approval rights to the Drawings and Approved Plans are restricted to the Ice Rink Elements of the StarCenter. The "**Ice Rink Elements**" shall mean, collectively, the elements of the StarCenter that are necessary to ensure the proper design, construction, and operation of a recreational ice rink, limited to: floorplan layout; functional and mechanical requirements; suitability of the ice plant and ice floor; suitability of the building envelope and vapor barriers; sufficiency of elements such as lighting and flooring needed to serve the unique sporting needs of the StarCenter.

(c) Time for Approval. City or its design consultants shall furnish to DSE for review and approval the Drawings, and such approval may not be unreasonably withheld. If DSE does not respond to the request for approval of the Drawings within 5 business days after DSE's receipt of the Drawings, then DSE will be deemed to have approved the Drawings and the Drawings will be incorporated into the Approved Plans. Upon either party's desire for a change to the Approved Plans, or any other change under the Construction Contract, the requesting party shall provide the non-requesting party with written notice thereof, and the non-requesting party shall respond to the requesting party's request within five (5) days of such notice. City shall have final approval of any requested change.

(d) Limited Responsibility. The Architect along with City's engineers, as the case may be, are to be the professionals of record for their respective responsibilities on the Project and will stamp and provide their formal certification for the Project designs and plans, for which DSE's approval in no way relieves those parties of their professional duties nor does DSE assume liability for the accuracy or sufficiency of such professionals' work. **DSE'S APPROVAL OF THE DRAWINGS OR APPROVED PLANS DOES NOT IMPOSE ON DSE ANY RESPONSIBILITY FOR THE SUFFICIENCY OF THE APPROVED PLANS OR COMPLIANCE WITH ANY GOVERNMENTAL REGULATIONS, FOR WHICH CITY, ARCHITECT, AND CONTRACTOR SHALL HAVE FULL AND COMPLETE RESPONSIBILITY. NOTWITHSTANDING THE FOREGOING, DSE WAIVES ANY CLAIM AGAINST THE CITY REGARDING THE SUITABILITY OF THE SPECIFICATION AND SELECTION OF THE ICE RINK ELEMENTS WHICH DSE HAS APPROVED.**

2.5 Approved Budget.

(a) General. The Approved Budget will be developed and approved by City and DSE; provided, however, that DSE's approval rights to the Approved Budget are restricted to the cost allocations to the Ice Rink Elements and of the FF&E.

(b) Time for Approval. City shall furnish to DSE for review and approval the Approved Budget, and such approval may not be unreasonably withheld. If DSE does not

respond to the request for approval of the Approved Budget within 5 days after DSE's receipt of the Approved Budget, then DSE will be deemed to have approved the Approved Budget.

2.6 Project Costs.

(a) Based upon the scope of the Project set forth in this Article 2 and as more fully set forth in the final plans and specifications and budget therefor which have been approved by City, it is anticipated by the parties that the total Project Soft Costs (hereinafter defined) and Project Hard Costs (hereinafter defined) will equal no more than \$15,000,000, based upon costs actually incurred in the design, construction and completion of the Project, and the furnishing of the required FF&E (not to exceed, without prior City approval, \$780,000) for the Project (the "**Project Costs**"). Project Soft Costs shall not exceed 10% of the Project Costs.

(b) Notwithstanding anything contained herein to the contrary, in no event shall the aggregate amount of Project Costs funded by the City exceed \$15,000,000 unless such cost is the result of an increase in the scope of the Project requested by the City (a "**City Change**"), which must be approved by DSE. It is the intention of the parties hereto that the term Project Costs shall include only all Project Hard Costs and Project Soft Costs incurred in constructing, developing and furnishing the Project, excluding Infrastructure costs located offsite. The term "**Project Hard Costs**" in this section shall mean all labor and materials for the Project arising under all construction contracts related to the Project on the Project Land, and all costs incurred in furnishing and equipping the Project in accordance with the Approved Plans. The term "**Project Soft Costs**" in this section shall mean only architectural, engineering, surveying, accounting, financing, testing or costs arising under the construction contracts related to the Project or incurred by the parties in administering this Agreement and the Project, but shall explicitly exclude legal and other fees incurred by the City in the negotiation of this Agreement and exclude all installments of interest and/or principal due from the date of this Agreement through and until the commencement date under the StarCenter Lease as hereinafter defined. Other than the Project Costs, no City direct or indirect or overhead costs shall be included in Project Costs.

2.7 Conditions Relating to Construction.

(a) City shall not authorize the Contractor to begin construction of the Project in accordance with the Construction Contract without DSE's written acceptance of the Approved Budget, a preliminary FF&E list and the Approved Plans.

(b) Both City and DSE shall each have the right to terminate this Agreement, without obligation to the other party except as provided in this Section 2.7 and in this Agreement, in the event of any of the following: (i) City's failure to execute a Construction Contract on or before October 1, 2016 containing a construction completion date of not later than July 1, 2017 (with a Certificate of Occupancy required by July 1, 2017); or (ii) City's failure to secure acceptable funding for the Project on or before June 1, 2016. In the event that this Agreement is terminated by either party pursuant to this Section 2.7(b), then the City shall refund any funds provided by DSE to the City in connection with this Agreement, including but not limited to the Security Deposit and Prepaid Rent in the StarCenter Lease. Such payment must be made no later than 30 days after the date this Agreement is

terminated. Termination of this Agreement will automatically terminate the StarCenter Lease. This Section 2.7(b) shall survive the termination or expiration of this Agreement.

(c) In the event the parties do not enter into the StarCenter Lease within 60 days of the Effective Date of this Agreement, the City may terminate this Agreement. In the event that this Agreement is terminated by City pursuant to this Section 2.7(c), then the City shall refund any funds provided by DSE to the City in connection with this Agreement, including but not limited to the Security Deposit and Prepaid Rent in the StarCenter Lease. Such payment must be made no later than 30 days after the date this Agreement is terminated. This Section 2.7(c) shall survive the termination or expiration of this Agreement.

2.8 Cost Overruns/Cost Savings. Should bid documents based on the Approved Plans exceed \$15,000,000 and DSE declines to pay the overage, the City may scale back the Approved Plans in consultation with DSE in accordance with the procedures in Section 2.4 so that Project Costs are no greater than \$15,000,000. Project Costs incurred after contracts for the Project have been let due solely to change orders formally requested in writing by DSE, and which are outside of budget allowances or contingency amounts contained in the approved contracts for the Project, shall be at the sole cost of DSE. Project Costs that are due to cost overruns by any contractor are the responsibility of the City and such contractor and are not the obligation of DSE. If after contracts for Project have been let, there arise savings or underages to the Approved Budget, the parties will jointly reallocate the underage to mutually agreed Project improvements such that Project Costs will not be materially less than the Approved Budget.

2.9 Limits on DSE's Authority. Under no circumstances whatsoever shall DSE authorize, without City's prior written approval, any change, alteration, or addition to the Approved Plans.

2.10 Timing. City acknowledges and agrees that City is responsible, as between City and DSE, for assuring that construction of the Facilities: (a) will be constructed in accordance with the construction progress schedule, the Project Scope Criteria and the Approved Plans, and (b) will be performed in a good and workmanlike manner as provided in the Construction Contract. The Construction Contract shall include liquidated damages from Contractor in favor of City in the event the Contractor does not complete construction and furnishing of the StarCenter, Parking Area, and the Shared Parking to be ready for use for the purpose for which it was designed by July 1, 2017 and obtain a Certificate of Occupancy for the StarCenter by July 1, 2017. The amount of liquidated damages from Contractor shall equal the forfeited rent payments described in the StarCenter Lease. DSE shall have no liability to City, Contractor or any other party as a result of such event.

2.11 Warranties. Upon the completion of construction of the Facilities and related improvements, City will assign to DSE any and all warranties obtained by City in connection with the construction of the Facilities and related improvements. City further agrees that it will not, without the consent of DSE, waive or release any rights or claims that City may have against the Contractor or any of the other contractors, subcontractors, material suppliers, architects, design consultants, or other third parties regarding the design or construction of the Facilities or related improvements.

2.12 Construction Costs. Except as otherwise provided herein, City shall be solely responsible for the costs and expenses related to construction, furnishing and completion of the Facilities, including the Parking Area, in accordance with the requirements of this Agreement.

2.13 Purchase of FF&E. City shall purchase the “**FF&E**”, at the direction of DSE, subject to all Governmental Regulations. The parties agree that (a) the total cost to City for such FF&E shall not exceed, without prior City approval, \$780,000 as set forth in the Approved Budget, and (b) DSE provides to City a detailed listing and description of the FF&E to be purchased. All FF&E purchased by City shall remain property of the City and remain at the Facilities; provided, however that DSE will be entitled to exclusive use of the FF&E in order to operate the Facilities for its useful life or until it is replaced by FF&E of comparable function or utility, unless otherwise provided in this Agreement or the StarCenter Lease.

2.14 Ownership of Improvements. The StarCenter, the Parking Area, the FF&E, and all other improvements of any nature constructed on the Project Land, together with any modifications, replacements or substitutions for any of the foregoing, shall be owned by and shall be the property of City, free of any claim of DSE or any party claiming by, through or under DSE. Any and all fixtures which are a part of the Project and related improvements shall remain at the Facilities unless replaced by DSE with items of comparable quality, characteristics and value, in accordance with this Agreement and the StarCenter Lease.

2.15 Development of Infrastructure. The City shall construct and develop at its cost the improvements, whether or not located on the Project Land, which shall be sufficient to allow for, and sustain for thirty (30) years, the improvement and/or development and operation of the Facilities, together with storm water detention facilities, drainage facilities, sidewalks, roads and public areas, as may be necessary or reasonably requested by DSE and approved by the City contemporaneously and in connection with the construction of the Facilities (the “**Infrastructure**”). The City will complete the construction of the Infrastructure by July 1, 2017 with sufficient time for Contractor to reasonably meet City’s and Contractor’s timing obligations contained in Section 2.10. Notwithstanding anything herein to the contrary, the City shall be responsible for the selection, development, and construction of any portion of the Infrastructure located outside of the Project Land that will be necessary for the development, construction, and operation of the Facilities.

2.16 City Assurances. In designing and constructing the Facilities and Shared Parking, City shall ensure that (i) the Architect and the engineers adhere to the City’s code requirements applicable to the design of the Facilities and Shared Parking (ii) the Contractor obtains all City permits, licenses and approvals required by law, rule, regulation or ordinance in connection with the construction of the Facilities and the Shared Parking and all other permits or approvals, if any, issued by other governmental agencies, to the extent required by law; and (iii) adhere to a competitive bidding process for materials and subcontractors relating to the Project, including evaluating bids from vendors and subcontractors recommended by DSE. City hereby acknowledges that the City has agreed to waive any construction and design permit fees in connection with the construction of the Facilities and the Shared Parking.

ARTICLE 3 DEVELOPMENT OF MARQUEE

3.1 General. The City will construct, complete and equip a digital sign (the “**Marquee**”) with direct frontage on S.H. 287 at or near the southeast corner of its intersection with Broad Street in the City of Mansfield, Texas, according to the following terms and conditions:

(a) Marquee shall be designed in accordance with up to date industry standards for similar marquees that have been constructed within 24 months from the Effective Date, and shall be completed by July 1, 2017.

(b) Marquee shall be two-sided and have a minimum of 400 square feet of digital display area on each side.

(c) Marquee shall contain the name and/or logo of the StarCenter as specified in the StarCenter Lease in a permanent, fixed position which shall include the name "Mansfield".

(d) To the extent that DSE is able to assist City with superior pricing due to DSE's buying power or to offer its industry knowledge to assist City in the procurement and installation of the Marquee in order to maximize the value of the Marquee to both parties, DSE shall do so.

(e) City shall pay for the design, permitting, construction, installation and operating costs of the Marquee, including without limitation the costs of all up to date industry standard hardware and software required to operate and maintain the Marquee.

(f) DSE's use of the Marquee shall be governed by the terms in the StarCenter Lease.

3.2 Contracts. All construction contracts entered into by the City for construction and completion of the Marquee shall provide a guaranteed maximum cost for construction, completion and equipping of the Marquee in accordance with the Approved Marquee Plans.

3.3 Consultants. City shall hire, terminate, and replace, as the case may be, and shall pay all fees and costs of the architect, engineers, and other design professional subcontractors for the design development of the Marquee, with the understanding that the structural elements of the Marquee shall be engineered in accordance with generally accepted engineering practices which will result in a useful life of the structural elements for the Marquee of not less than thirty (30) years. The fees and expenses of the architect and the engineers shall be included in the Approved Marquee Budget.

3.4 Construction Costs. Except as otherwise provided herein, City shall be solely responsible for the costs and expenses related to construction and completion of the Marquee, in accordance with the requirements of this Agreement.

ARTICLE 4

LEASE, MAINTENANCE AND USE OF THE PROJECT LAND, THE FACILITIES AND THE MARQUEE

4.1 Lease. No later than 60 days after the Effective Date of this Agreement, the City shall enter into a lease agreement (the "**StarCenter Lease**") with DSE (or a successor or an Affiliate thereof approved by City in its sole discretion), pursuant to which DSE will lease the Project Land, the Facilities and the FF&E from the City and have access to certain digital inventory on the Marquee.

4.2 Maintenance. During the term of the StarCenter Lease, maintenance and operation of the Project Land and the Facilities and the Marquee shall be in accordance with the terms of the StarCenter Lease.

4.3 City Use and Promotion. During the term of the StarCenter Lease, all City uses and promotional obligations shall be in accordance with the terms of the StarCenter Lease.

ARTICLE 5
MISCELLANEOUS

5.1 Further Agreements. The parties hereto agree to use their good faith efforts to complete and execute, as soon as practicable following the date hereof, all agreements or other documents necessary, appropriate or desirable to carry out the transactions contemplated hereby specifically including the agreements described on the attached exhibits.

5.2 Notices. Any notices or other communications required or desired to be given to the other parties hereto shall be given in writing and delivered by courier, email, overnight delivery, facsimile, or certified first class mail to the following addresses:

To: City of Mansfield
Attention: City Manager
1200 E. Broad Street Mansfield, Texas 76063

With copy to:

Mansfield City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

To: Mansfield Parks Facilities Development Corporation
Attention: Harold Bell, President
1200 E. Broad Street
Mansfield, Texas 76063

With copy to:

City of Mansfield
Attention: Shelly Lanners, Deputy City Manager
1200 E. Broad Street
Mansfield, Texas 76063

To: DSE Hockey Centers, L.P.
2601 Avenue of the Stars
Frisco, Texas 75034
Attention: Chief Operating Officer

With copy to:

Alana C. Newhook, General Counsel
DSE Hockey Centers, L.P.
2601 Avenue of the Stars
Frisco, Texas 75034

5.3 Governing Law; Venue. This Agreement shall be interpreted and the rights of the parties hereto determined in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereto, and exclusive venue shall be in State District Court in Tarrant County, Texas.

5.4 Compliance with Laws. The parties hereto shall comply in all material respects with all applicable laws in connection with the development and construction of the Facilities and the Marquee and Infrastructure.

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

5.6 Entire Agreement. This Agreement (including the exhibits hereto) and the other agreements and documents referenced herein constitute the full and entire understanding and agreement of the parties hereto with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous agreement or understanding among the parties.

5.7 Amendment. This Agreement may not be amended without the written consent of the parties hereto.

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

5.9 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.10 Third-Party Beneficiaries. The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual other than the parties hereto and their assigns.

5.11 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.

5.12 Headings. The headings of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

5.13 Draftsmanship. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

5.14 Approvals. This Agreement, including all exhibits attached hereto, is expressly contingent upon the approval hereof by the Mansfield Community Development Corporation, which approval is evidenced by such entity's signature hereto.

5.15 No Joint Venture. The parties hereto agree that nothing in this Agreement shall be deemed to create, or shall create, a joint venture, partnership or other entity between the City and DSE.

5.16 City Warranties, Representations and Covenants. The City represents and warrants that the following statements are and after giving effect to the transactions contemplated hereby will be true, correct and complete to and including the final completion of the Project:

(a) The City (i) is duly organized, validly existing and in compliance with the laws of the jurisdiction of its organization, (ii) has the authority to execute, deliver and perform its obligations under this Agreement and all agreements executed in connection herewith and (iii) has been authorized to enter into such transactions.

(b) This Agreement and all documents executed in connection herewith, when executed and delivered, shall be legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except as limited by law and general principles of equity.

5.17 DSE Warranties, Representations and Covenants. DSE represents and warrants that the following statements are and after giving effect to the transactions contemplated hereby will be true, correct and complete to and including the final completion of the Project:

(a) It (i) is duly organized, validly existing and in compliance with the laws of the jurisdiction of its organization, (ii) has the authority to execute, deliver and perform its obligations under this Agreement and all agreements executed in connection herewith and (iii) has been authorized to enter into such transactions.

(b) This Agreement and all documents executed in connection herewith, when executed and delivered, shall constitute the legal, valid and binding obligations of it, enforceable against it in accordance with their respective terms, except as limited by bankruptcy, insolvency, or other loss of general application relating the enforcement of creditors' rights and general principles of equity.

5.18 No Waiver of Sovereign Immunity. By execution of this Agreement, neither the City nor the MPFDC waive or surrender any of their governmental powers, immunities or rights.

5.19 Exhibits. As of the date of execution of this Agreement, the parties have not agreed upon nor attached Exhibit A (Description of Project Land), Exhibit B (StarCenter Lease), and Exhibit C (Shared Parking). Promptly after execution of this Agreement, City and DSE shall use good faith efforts to negotiate and reach mutual agreement of these exhibits, and upon agreement of these exhibits, will execute an amendment to this Agreement attaching Exhibits A, B, and C (the "Exhibit Amendment").

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first written above.

CITY OF MANSFIELD, TEXAS,
a Texas Municipal corporation

BY: _____
Name: Clayton Chandler
Title: City Manager

DSE HOCKEY CENTERS, L.P.
a Delaware limited partnership

BY: DSE Hockey Centers GP, Inc.,
its General Partner

BY: _____
Name: _____
Title: _____

**MANSFIELD PARKS FACILITIES
DEVELOPMENT CORPORATION**

By: _____
Name: Harold Bell
Title: President

EXHIBIT A

Project Land

[Description of land to be attached once land is identified]

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 5.112 acres of land located in the HENRY ODELL SURVEY, Abstract No. 1196, Mansfield, Tarrant County, Texas, and being a portion of the 40.0 acre tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D204157325, of the Deed Records of Tarrant County, Texas. Said 5.112 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron pipe found at the West corner of said 40.0 acre City of Mansfield Tract,

THENCE N 58° 04' 28" E 494.27 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE S 31° 55' 32" E 43.20 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE N 58° 04' 28" E 9.00 feet, to a ½" iron rod marked "Brittain & Crawford" set,

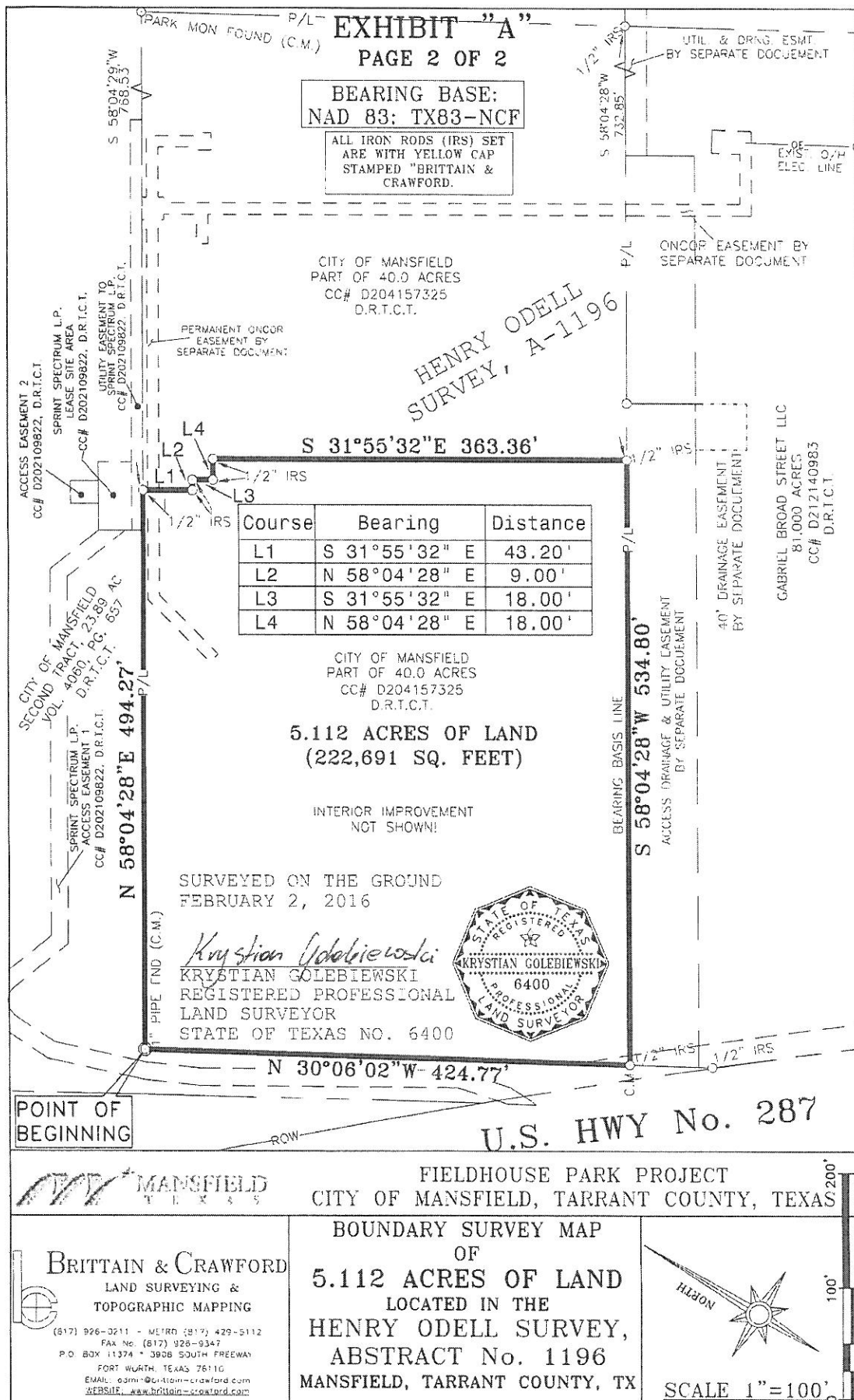
THENCE S 31° 55' 32" E 18.00 feet, to a ½" iron rod marked "Brittain & Crawford" set;

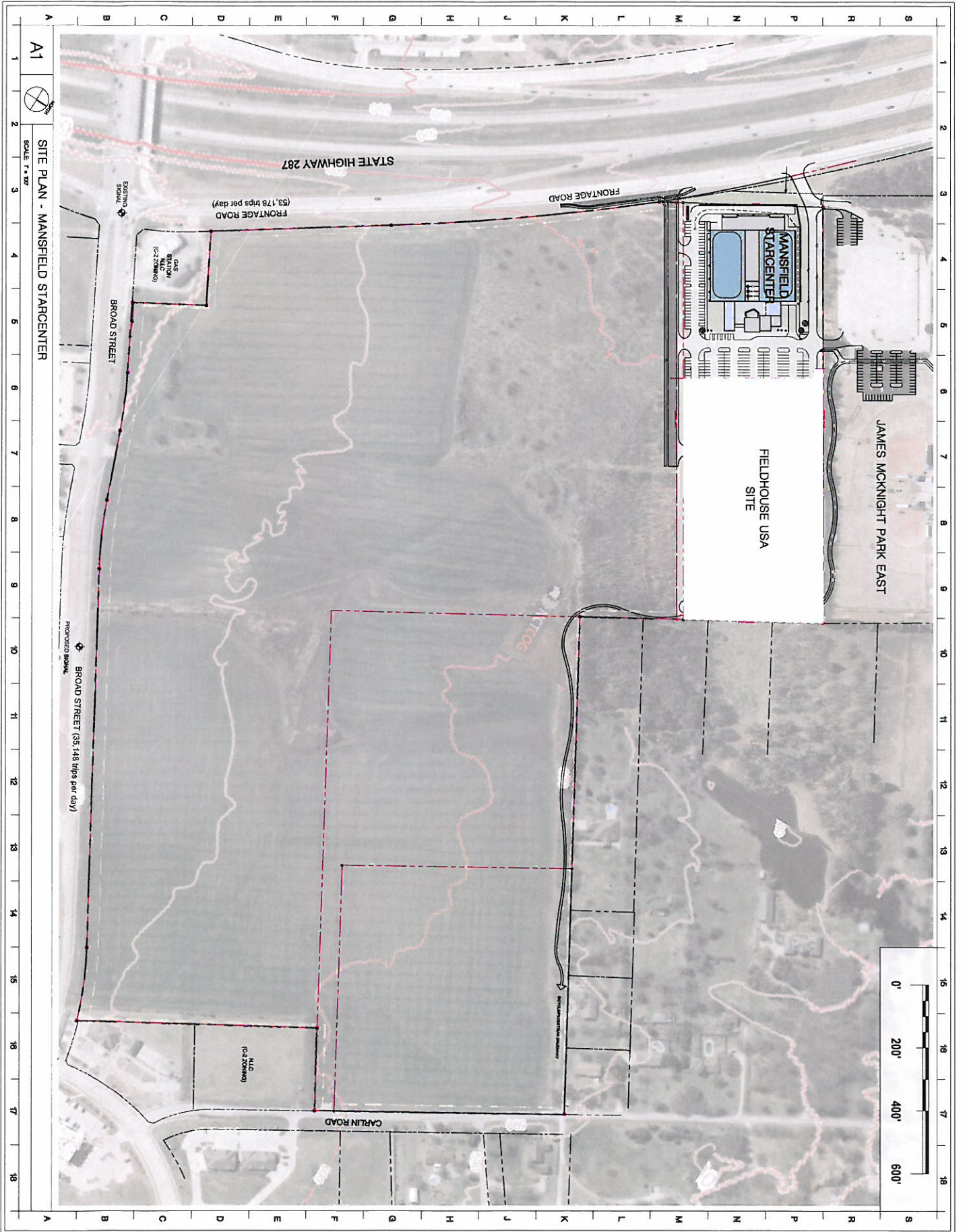
THENCE N 58° 04' 28" E 18.00 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE S 31° 55' 32" E 363.36 feet, to a ½" iron rod marked "Brittain & Crawford" set, in the Southeast boundary line of said 40.0 acre City of Mansfield Tract,

THENCE S 58° 04' 28" W 534.80 feet, along the Southeast boundary line of said 40.0 acre City of Mansfield Tract, to a ½" iron rod marked "Brittain & Crawford" found, at the South corner of said 40.0 acre City of Mansfield Tract;

THENCE N 30° 06' 02" W 424.77 feet, along the Southwest boundary line of said 40.0 acre City of Mansfield Tract, to the POINT OF BEGINNING containing 5.112 acres (222,691 square feet) of land.





MANSFIELD STARCENTER STUDY 600 N. U. S. 287 MANSFIELD, TEXAS		MAGEE ARCHITECTS, L. P. DESIGNERS • PLANNERS • INTERIORS FORT WORTH, TEXAS
PROJECT NO. DATE DRAWN BY CHECKED BY	PREPARED BY REVIEWED BY APPROVED BY AUTHORIZED SIGNATURE	SHEET NO. SHEET NAME SHEET NUMBER
PROJECT NO. SP102		SHEET NO. SP102

EXHIBIT B

StarCenter Lease

[30 year lease agreement to be attached once executed]

EXHIBIT C

Shared Parking

[Attach depiction of Shared Parking as defined in Section 2.2(b)]

FRONTAGE ROAD

MANSFIELD
STARCENTER
APPROX. 78,775 S.F.

PROPOSED PARKING AREA (ONSITE) MINIMUM 150 SPACES
420 FIELDHOUSE SPACES SHOWN

FIELDHOUSE USA

EXISTING AND PROPOSED
SHARED PARKING (OFFSITE)

EXISTING PARKING
≈ 250 SPACES
NEW PARKING
24 SPACES

JAMES MCKNIGHT PARK EAST
NEW PARKING
76 SPACES



A1

SITE PLAN - MANSFIELD STARCENTER

SCALE 1" = 50'

MANSFIELD STARCENTER STUDY

600 N. U. S. 287
MANSFIELD, TEXAS

MAGEE ARCHITECTS, L. P.
DESIGNERS • PLANNERS • INTERIORS

FORT WORTH, TEXAS

NOT FOR
CONSTRUCTION
APPROVAL
REMARKS ON
CONSTRUCTION

APPROVED FOR CONSTRUCTION

SHEET NUMBER

SHEET NUMBER

SP101