

ECONOMIC DEVELOPMENT AGREEMENT

SUPER STUDIOS MANSFIELD, LLC

This Economic Development Agreement (“Agreement”) is entered into by and between the CITY OF MANSFIELD, TEXAS (“City”), the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (“MEDC”), a nonprofit corporation organized under Title 12, Subtitle C(1) of the Texas Local Government Code (the “Act”), and SUPER STUDIOS MANSFIELD, LLC, a Texas limited liability company. (“Company”). City, MEDC, and Company are sometimes hereinafter referred to collectively as the “parties” and individually as a “party”.

WITNESSETH:

WHEREAS, the City has previously elected to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code; and

WHEREAS, the City also adopted and reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the “City’s Tax Abatement Guidelines and Criteria”); and

WHEREAS, the City’s Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City, as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the City Council of the City of Mansfield, Texas, intends on adopting a tax abatement reinvestment zone (“Zone”) in the City of Mansfield, Texas, as authorized by Chapter 312 of the Texas Tax Code; and

WHEREAS, Company intends to purchase from MEDC the Real Property (as defined below) located within the Zone and seeks to receive incentives from the City, including tax abatement; and

WHEREAS, the abatement of real property taxes within the Zone will maintain and enhance the economic and employment base of the City, thereby benefiting the City, in accordance with the City’s Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code; and

WHEREAS, the City Council of the City of Mansfield, Texas, finds that the contemplated use of the Real Property, and the improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment within the Zone in the City of Mansfield, Texas, in accordance with the purposes for its creation, and are in compliance with the City’s Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code; and

WHEREAS, Company acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the City also desires to provide incentives to Company pursuant to Chapter 380 of the Texas Local Government Code in consideration of Company bringing the Project to the City of Mansfield, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City of Mansfield, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and the City of Mansfield, by eliminating unemployment or underemployment in the State of Texas and the City of Mansfield, and will enhance business and commercial activity within the State of Texas and the City of Mansfield; and

WHEREAS, the City finds that it is in the public interest to provide the tax abatement, the Chapter 380 grants, and other incentives contemplated by this Agreement; and

WHEREAS, the board of directors of the MEDC desire to provide incentives to Company in accordance with this Agreement and find that such incentives are expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and constitute a “project”, as that term is defined in Section 501.103 of the Act; and

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Area Reports” means reports from the Comptroller to the City as provided in Section 321.3022 of the Texas Tax Code that identify amounts paid from the Comptroller to the City, by period, of City Construction Sales Taxes. If during the Term due to a change in law or policy the Comptroller ceases providing such reports, then “Area Reports” means such alternative documentation that is acceptable to the City and Company that establishes the amounts of City Construction Sales Taxes received by the City.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any Bankruptcy or Insolvency laws by or against such party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year Taxable Value” shall mean the Taxable Value for the Real Property for the year in which this Agreement is executed.

“Capital Investment” shall mean a minimum of \$70,000,000 which represents the actual cost incurred related to the construction of Phase 1 of the Project, including the actual construction costs of all buildings; renovations; site preparation; structures; infrastructure; offsite improvements (if any); utilities; landscaping and onsite improvements, including labor and materials; engineering costs; surveying costs; fees of consultants; and permit and inspection fees. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs, or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the City to Company certifying compliance with applicable building codes and other laws, and indicating a structure to be in a condition suitable for occupation.

“City Construction Sales Taxes” means the City’s general one percent (1.0%) general municipal sales and use tax imposed pursuant to Chapter 321 of the Texas Tax Code arising from the purchase of construction materials by Company or contractors retained by Company in connection with the construction of the Project.

“City Mixed Beverage Taxes” means payments or allocations made to the City, pursuant to Subchapter C, Chapter 183 of the Texas Tax Code, from the Comptroller of mixed beverage taxes (mixed beverage gross receipts tax and the mixed beverage sales tax) imposed by Chapter 183 of the Texas Tax Code, paid by any mixed beverage permittee, and attributable to mixed beverages sold at the Project.

“Commencement of Construction” shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of Phase 1; (ii) all necessary permits for the construction of Phase 1 have been issued by the applicable governmental authorities; and (iii) construction of the foundations has commenced for buildings within Phase 1.

“Comptroller” means the Office of the Texas Comptroller of Public Accounts or any successor governmental agency.

“Completion of Construction” shall mean a Certificate of Occupancy has been issued for a structure or structures.

“Construction Costs” shall mean with respect to the Infrastructure Improvements, the costs incurred and paid by Company for the design, permitting, and construction of the Infrastructure Improvements, including Development Fees. The term does not include costs for legal fees, the costs of the land, interest, finance, the cost of financing, management fees, right-of-way, or easements.

“Development Fees” means roadway, water, sewer, and any other impact fees incurred by Company attributable to the construction of the commercial portions of the Project.

“Contract of Sale” means the contract of sale, and all of its exhibits, conveying the Real Property from MEDC to Company, attached hereto as Exhibit D.

“Effective Date” shall mean the date this Agreement is fully executed by the parties.

“Expiration Date” shall mean when the parties have satisfied all of their obligations in this Agreement, unless terminated earlier in accordance with this Agreement.

“Force Majeure” means any act that (i) materially and adversely affects the affected party’s ability to perform the relevant obligations under this Agreement or delays such affected party’s ability to do so; (ii) is beyond the reasonable control of the affected party; (iii) is not due to the affected party’s fault or negligence; and (iv) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage, and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land, or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (e) fires; (f) epidemics or pandemics where shut-down of residential or commercial construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (h) economic hardship; (i) changes in market condition; (j) any strike or labor dispute involving the employees of Company or any affiliate of Company, other than industry or nationwide strikes or labor disputes; (k) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (l) the occurrence of any manpower, material, or equipment shortages except as set forth in (f) above; or (m) any delay, default, or failure (financial or otherwise) of the general contractor or any subcontractor, vendor, or supplier of Company, or any construction contracts for the Project or Infrastructure Improvements.

“HOT Grants” means the grants described in Section 5.3.

“HOT Revenue” means the amounts collected by the Town as a result of the hotel occupancy taxes imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended.

“Hotels” means the two hotels identified on the attached Exhibit B, each being identified individually as a “Hotel.”

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged,

levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within the City.

“Infrastructure Improvements” shall mean the infrastructure improvements required by the City and necessary to construct the commercial portions of the Project, as described or depicted on the attached Exhibit C.

“Infrastructure Grants” means the payments to be made by the MEDC to Company pursuant to this Agreement as a reimbursement for a portion of the Construction Costs of the completed Infrastructure Improvements upon the terms, conditions, and provisions set forth herein. Each individual payment is referred to as an “Infrastructure Grant.”

“Opening Date” means the first day a person pays for the use or possession of or for the right to the use or possession of a room or space at one of the Hotels.

“Payment Request” means a written request from Company to the City or MEDC for payment of the City Construction Sales Tax Grants, HOT Grants, City Construction Sales Tax Grants, Infrastructure Grants, Mixed Beverage Tax Grants, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to the City or MEDC to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement. Payment Requests for Infrastructure Grants must include evidence reasonably satisfactory to the City of the expenditure of Construction Costs.

“Phase 1” means four (4) or more clusters as identified on the attached Exhibit B.

“Project” means the mixed-use studio development on the Real Property, consisting of the uses and structures as more particularly shown on the attached Exhibit B, and other ancillary facilities, such as reasonably required parking and landscaping more fully described in the submittals filed by Company with the City, from time to time, in order to obtain a building permit(s).

“Qualified Expenditure” means an expenditure which (i) promotes tourism and the convention and hotel industry, and (ii) is authorized by Section 351.101 of the Texas Tax Code, as amended.

“Real Property” shall collectively mean the approximate 72 acres of land as more particularly described on the attached Exhibit A.

“Related Agreement” shall mean any other agreement by and between the City and Company, its parent company, and any affiliated or related entity owned or controlled by Company or its parent company relating to the Real Property and the Project.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” means the appraised value as certified by the Tarrant Appraisal District as of January 1 of a given year.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Project to the City. The terms of this Agreement implement the program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 COMPANY OBLIGATIONS

As consideration for the City’s and MEDC’s performance of their obligations in this Agreement, Company agrees and covenants as follows:

3.1 Contract of Sale. Company shall execute the Contract of Sale within ninety (90) days after the parties’ full execution of this Agreement.

3.2 Commencement of Construction. Commencement of Construction shall occur within 24 months from the Effective Date.

3.3 Completion of Construction.

(a) Completion of Construction of Phase 1 of the Project must occur within 5 years from Commencement of Construction, and must occur before any residential Certificates of Occupancies are issued for any residential structure on the Real Property.

(b) Completion of Construction for the first Hotel within the Project must occur within 5 years of Commencement of Construction.

(c) Completion of Construction for a minimum of 45,000 square feet of restaurant and retail space within the Project must occur within 5 years of Commencement of Construction.

(d) Completion of Construction for the second Hotel within the Project must occur no later than 5 years from Commencement of Construction.

3.3 Capital Investment and Jobs. Company must expend the Capital Investment prior to Completion of Construction for Phase 1 of the Project. A minimum of twenty-five (25) people shall be employed in the construction of the Phase 1 of the Project.

3.4 Compliance with Laws. Company agrees to construct the Project in accordance with the site plan attached hereto as Exhibit B. Company agrees to construct the Project and Infrastructure Improvements in accordance with the City-approved construction plans and all applicable federal, state, and local laws, codes, and regulations. Upon City approval of the plans for the Infrastructure Improvements, such plans will be incorporated into Exhibit C of this Agreement as if it were set forth herein on the Effective Date. Throughout the Term of this Agreement, Company must operate the Project in accordance with the land uses identified on the site plan attached hereto as Exhibit B.

3.5 Good Standing. Company must not have an uncured breach or default of this Agreement or a Related Agreement.

3.6 Audit. Company shall grant access to the City, or such other persons or entities designated by the City for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records associated with Capital Investment and job creation and retention related to Company's performance of this Agreement ("Company Records"), provided that the City has provided five (5) business days prior notice, and the City or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, paper and electronic records related to the performance of this Agreement shall be subject to examination or audit by the City, or such other persons or entities designated by the City in accordance with state and federal laws, regulations, or directives applicable to Company's performance of this Agreement. The City agrees, to the extent allowed by law, to maintain the confidentiality of Company Records.

3.7 Undocumented Workers. Company certifies that Company, and its branches, divisions, and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company in good faith, is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy rather than the third party for any penalties and fines based on the applicable statutory fines implemented by City.

3.8 Rezoning. Company acknowledges that the City intends on rezoning the Real Property to (PD) Planned Development District in order for the Project to be developed in accordance with the site plan attached hereto as Exhibit B, and Company agrees to support the rezoning application.

3.9 Subdivision. Company reserves the right to subdivide the Real Property without limitation to number of lots, provided the Project is built in accordance with the site plan on Exhibit B. In the event the Company subdivides the Real Property and conveys lots to other parties, the Company will still be entitled to the grants described in Articles 5 and 6 of this Agreement.

3.10 Real Property Purchase Price. Pursuant to the Contract of Sale, Company agrees to pay MEDC \$1,000,000 at closing. Per Commercial Contract Financing Addendum Paragraph C. Seller Financing, Company must subsequently pay MEDC monthly installments \$0.00 per month for Years 1-5 and \$46,600.34 per month for Years 6-20 in accordance with the promissory note to be

delivered by Company at closing. Company's payment obligations in this section will survive termination of this Agreement.

ARTICLE 4 TAX ABATEMENT

4.1 Tax Abatement.

(a) Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Agreement, the City hereby grants Company an abatement of fifty percent (50%) of the Taxable Value of the Real Property, as improved by the commercial structures of the Project, for a period of ten (10) consecutive years, beginning with the Tax Year 2025. The actual percentage of Taxable Value subject to abatement for each year will apply only to the portion of the Taxable Value of the Real Property that exceeds the Base Year Taxable Value.

(b) Notwithstanding any other terms of this Agreement to the contrary, the parties agree that the areas on which the commercial structures are to be built as identified on Exhibit B are the only portions of the Real Property that may be subject to abatement, and such areas may be final platted into lots by Company after the Effective Date, and the future lots on which those structures will be constructed will be the only lots on which the value of improvements can be abated. Upon approval of the plat by the City Council, the parties may amend Exhibit B with an updated exhibit showing the commercial lots which are eligible for abatement, and such updated exhibit will become a part of this Agreement.

(c) Company shall before May 1 of each calendar year that the Agreement is in effect, certify in writing to the City that it is in compliance with each term of this Agreement.

(d) The Real Property and the Project constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance and all other City development and building regulations, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone.

(e) It shall be the responsibility of Company to file an annual exemption application form for the Real Property with the Tarrant Appraisal District. A copy of the respective exemption application shall be submitted to the City upon request.

(f) Company will provide access to and authorize inspection of the Real Property and Project by City employees to ensure that the Project is constructed according to the specifications and conditions of this Agreement.

(g) Notwithstanding any term of this Agreement to the contrary, the terms of this Article 4 are not effective until (i) the city council of City establishes the Zone over the Real Property and approves the terms of tax abatement as required by Chapter 312 of the Texas Tax Code; and (ii) Company becomes owner of the Real Property.

ARTICLE 5
CHAPTER 380 GRANTS

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Agreement, City agrees to the following:

5.1 City Construction Sales Tax Grant. For a period beginning on the date Company or contractors retained by Company purchase the first item of material ("First Purchase Date") in connection with the construction of the Project and ending on the date Company has fully constructed the Project, the City shall provide Company grants (each being a "City Construction Sales Tax Grant") in an amount equal to a portion of the City Construction Sales Taxes. After the conclusion of each calendar quarter beginning with the calendar quarter that includes the First Purchase Date, the City shall make a City Construction Sales Tax Grant payment to Company in an amount equal to the City Construction Sales Taxes for such calendar quarter, as identified in the Area Reports for such quarter, no later than thirty (30) days after the later of (i) the City's receipt of Area Reports that identify amounts of City Construction Sales Taxes for all months in a quarter and (ii) the City's receipt of the City Construction Sales Taxes for all periods in the quarter. Company will not receive a City Construction Sales Tax Grant for any phase of the Project once that respective phase of the Project has received a Certificate of Occupancy.

5.2 Mixed Beverage Tax Grant. For a period beginning on the date a mixed beverage is sold at the Project ("First Mixed Beverage Sale Date") and ending with the last calendar quarter of 2030, the City shall provide Company a grant (each being a "Mixed Beverage Tax Grant") in an amount equal to a portion of the City Mixed Beverage Taxes. After the conclusion of each calendar quarter beginning with the calendar quarter that includes the First Mixed Beverage Sale Date, the City shall make a grant payment to Company in amount equal to the City Mixed Beverage Taxes for such calendar quarter, as identified in the Area Reports for such quarter, no later than thirty (30) days after the later of (i) the City's receipt of Area Reports that identify amounts of City Mixed Beverage Taxes for all months in a quarter, and (ii) the City's receipt of the City Mixed Beverage Taxes for all periods in the quarter.

5.3 HOT Grants. City agrees to reimburse Company for Company's Qualified Expenditures as follows:

(a) Grants. City agrees to pay Company an amount equal to sixty-five percent (65%) of the HOT Revenue collected and remitted to City from the Hotels each calendar quarter during a period beginning on the Opening Date and continuing thereafter for seven (7) years.

(b) Annual Plan and Budget.

(i) Plan and Grant Year. On an annual basis, Company shall prepare and submit to City a proposed annual plan and budget ("Annual Plan and Budget") setting forth and itemizing Company's intended use of HOT Grants for the upcoming "HOT Grant Year," which for the first year will be from the

Opening Date until December 31, and every HOT Grant Year thereafter will be a one-year period from January 1 through December 31. The proposed Annual Plan and Budget must be submitted to the City's Economic Development Director no later than thirty (30) days prior to commencement of the upcoming HOT Grant Year. Failure to submit the Annual Plan and Budget will constitute an event of default, and may, at the sole discretion of the City, and notwithstanding Article 7 of this Agreement, result in Company's forfeiture of any HOT Grants for the upcoming HOT Grant Year; provided, however, the City shall not exercise such forfeiture right unless Company fails to submit the Annual Plan and Budget within ten (10) days after Company's receipt of written notice that the Annual Plan and Budget is past due.

(ii) Contents of Plan. The proposed Annual Plan and Budget must include, at a minimum, a line item budget detailing the use of the HOT Grant for the upcoming HOT Grant Year, the amount of the expenditure for each item and a description of the item indicating how it complies with the requirements of 351.101 of the Texas Tax Code, as amended.

(iii) Approval and Amendments. The City's Economic Development Director must, after finding that all of the proposed expenditures are Qualified Expenditures (which funding shall not be unreasonably withheld), approve the Annual Plan and Budget before Company receives any HOT Grant for the upcoming HOT Grant Year. Company may, at any time, submit an amendment to the Annual Plan and Budget; provided, however, that any amendment does not become effective until it has been approved by the City's Economic Development Director.

(c) Time of Payments. Payments to Company will be made on a quarterly basis on or before forty-five (45) days following the receipt by the City of the latter of: (i) the HOT Revenue from the Hotels for the applicable quarter, and (ii) a Payment Request with sufficient documentation from Company that it has made Qualified Expenditures in accordance with the Annual Plan and Budget in a form reasonably acceptable to the City's Economic Development Director or his designee. The City is not obligated to pay Company for an expenditure that was not a Qualified Expenditure already approved in the Annual Plan and Budget.

(d) Limitations on Funding. In no event will any quarterly payment under this Section 5.3 exceed sixty-five percent (65%) of the HOT Revenue collected by the Hotels and remitted to the City for any given quarter as described in this Section 5.3. The City is obligated to make the payments under this section only from the HOT Revenue collected from the Hotels, and the City is not obligated to make such payments from any other funds or revenues of the City. Company will have no right to any unexpended HOT Grant funds in any given HOT Tax Year, and such funds will remain with the City.

(e) Improper Expenditures. Should any expenditure of HOT Grants by Company be for a use that is found to be improper or illegal, the City shall have no liability in

connection thereof, and Company agrees to indemnify and hold harmless the City for such amounts, provided Company shall have the right to contest such finding if Company reasonably believes such expenditure was made in accordance with the City approved Annual Plan and Budget. Subject to Company's right to contest, Company further agrees that no later than thirty (30) days after receipt of written notification from the City, it will reimburse the City in an amount equal to the improper expenditure, plus interest at the rate of the prime rate per annum.

ARTICLE 6 MEDC INCENTIVES

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Agreement, MEDC agrees to the following:

6.1 Infrastructure Grants. Beginning on January 1, 2029, and continuing thereafter for nine (9) consecutive years, MEDC agrees to pay Company an Infrastructure Grant to reimburse Company for a portion of its Construction Costs. Each Infrastructure Grant must not exceed \$560,000 and in no case will the aggregate of the Infrastructure Grants made to Company exceed \$5,600,000. Each Infrastructure Grant will be paid to Company no later than thirty (30) days after MEDC's receipt of a Payment Request.

ARTICLE 7 DEFAULT AND RECAPTURE

7.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) upon written notice by the City or MEDC, if:
 - (i) Company fails to execute the Contract of Sale as required by this Agreement; or
 - (ii) if the Contract of Sale is terminated or the conveyance of the Real Property to Company otherwise fails to close (except due to a MEDC default thereunder); or
- (b) by mutual written agreement of the parties;
- (c) upon written notice by either Company or the City, if the other party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof;
- (d) upon written notice by the City, if any Impositions owed to the City by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (e) upon written notice by the City, if Company suffers an Event of Bankruptcy or Insolvency; or

(f) upon written notice by Company or the City, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

7.2 Repayment.

(a) Company Repayment. In the event this Agreement is terminated by the City pursuant to Section 7.1 (c), (d), or (e), Company shall (i) immediately refund to the City and MEDC an amount equal to the amount of all payments that have been provided by the City and MEDC to Company under this Agreement prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, accruing from the Effective Date until paid; and (ii) return to the City the amount of all taxes abated under this Agreement.

(b) Additional Remedies. Upon termination of this Agreement by the City, all taxes abated as a result of this Agreement shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. The City shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of this Agreement shall be based upon the full Taxable Value of the portion of the Real Property abated, without tax abatement for the years in which tax abatement hereunder was received by Company, as determined by the Tarrant Appraisal District, multiplied by the City's tax rate of the years in question. The liquidated damages shall constitute a tax lien against the Real Property. Further, the liquidated damages shall incur penalties and interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(c) Survival of Repayment Obligations. The repayment obligations of Company set forth in this Section 7.2 shall survive termination of this Agreement.

7.3 Offsets. The City and MEDC may, at their option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and MEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due has been reduced to judgment by a court.

**ARTICLE 8
MISCELLANEOUS**

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

Company: Super Studios Mansfield, LLC
4912 Kendlewood Avenue
McAllen, Texas 78501

City or MEDC, to: Economic Development Director
City of Mansfield
301 S. Main Street
Mansfield, Texas 76063

With a copy to: City Manager
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

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

8.2 Authorization. This Agreement was authorized by resolution of the City Council.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

8.6 Entire Agreement. This Agreement and the Contract of Sale embody the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

8.7 Recitals. The determinations recited and declared in the preamble to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 Assignment. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the City and MEDC.

8.10 Governmental Function. The parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or attracting major investment in the Zone that would be a benefit to the Real Property and that would contribute to the economic development of the City and the State of Texas, and is for all purposes a governmental function of the City for the benefit of the citizens of City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out essential governmental functions which are enjoined on the City by law and given to it by the State of Texas as part of the State's sovereignty.

8.11 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for special, consequential (including lost profits), or exemplary damages.

8.12 Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

8.13 Force Majeure. If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of any party under this Agreement.

8.14 Ethics Disclosure. Company represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 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. The information contained in the Form 1295 has been provided solely by Company and the City has not verified such information.

8.15 Anti-Boycott Verification. Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the

Term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Company understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Company and exists to make a profit.

8.16 Iran, Sudan and Foreign Terrorist Organizations. Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable federal law and excludes Company and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Company understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Company and exists to make a profit.

8.17 Petroleum. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such section and to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (ii) does business with a company described by (i) above. Company understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Company within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

8.18 Firearms. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to

enable the Issuer to comply with such section and to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association: means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. Company understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Company within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

CITY OF MANSFIELD, TEXAS

By: _____
Joe Smolinski, City Manager

Date: _____

ATTEST:

City Secretary

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION

By: _____
David Godin, President

Date: _____

ATTEST:

Board Secretary

SUPER STUDIOS MANSFIELD, LLC,
a Texas limited liability company

By: _____

Name: _____

Date: _____

Title: _____

Exhibit A

Real Property

Exhibit B

Site Plan of the Project

Exhibit C

Infrastructure Improvements

Exhibit D

Contract of Sale