MASTER DEVELOPMENT AGREEMENT

FOR MIXED USE IMPROVEMENTS AT SOCCER COMPLEX

AMONG

CITY OF FRISCO, TEXAS,
FRISCO ECONOMIC DEVELOPMENT CORPORATION,
FRISCO COMMUNITY DEVELOPMENT CORPORATION

AND

FRISCO STADIUM, LLC

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MASTER DEVELOPMENT AGREEMENT
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THIS **MASTER DEVELOPMENT AGREEMENT FOR MIXED USE IMPROVEMENTS AT SOCCER COMPLEX** (this "Agreement") is entered into as of this 17th day of September, 2024 ("Effective Date"), by and among the **CITY OF FRISCO, TEXAS**, a municipal corporation of the State of Texas and a home-rule city located in Collin County, Texas (the "City"), **FRISCO ECONOMIC DEVELOPMENT CORPORATION** ("FEDC"), a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the "Act"), **FRISCO COMMUNITY DEVELOPMENT CORPORATION**, a Texas corporation organized and existing under the Act ("FCDC", which together with the City and the FEDC are called the "Public Entities"), **FRISCO STADIUM, LLC,** a Texas limited liability company ("FSLLC"). The City, FEDC, FCDC, and FSLLC are sometimes referred to herein collectively as the "Parties" or singularly as a "Party".

R E C I T A L S

WHEREAS, the City and FSLLC are parties to that certain Development Agreement for Soccer Complex and Related Improvements dated April 3, 2003, as amended by that certain Amendment to Development Agreement for Soccer Complex and Related Improvements dated October 21, 2004, (as amended, the "Development Agreement") and the related Soccer Complex Lease Agreement dated April 3, 2003, as amended by that certain First Amendment to Soccer Complex Lease Agreement dated September 15, 2015, that certain Second Amendment to Soccer Complex Lease Agreement dated October 19, 2016, and that certain Third Amendment to Soccer Complex Lease Agreement dated January 3, 2018 (as amended, the "Lease Agreement"), each specifying various terms related to the acquisition, construction and operation of what is now known as Toyota Stadium in the City of Frisco (the "Stadium"). The Stadium and related facilities are located on approximately 114 acres of property which is owned by the City, which property is more fully described in the attached **Exhibit A** (the "Stadium Property"); and

WHEREAS, all improvements contemplated under the Development Agreement have been completed and all prerequisites for the occupancy and operation of the Stadium under the Lease Agreement by FSLLC have been met and FSLLC has been in tenancy of the Stadium under the Lease Agreement continuously since January 27, 2006; and

WHEREAS, FSLLC and FCDC are parties to that certain Reimbursement Agreement dated to be effective December 17, 2015, as amended by that certain First Amendment to the Reimbursement Agreement dated October 2016, (as amended, the "Reimbursement Agreement"), wherein the FCDC agreed to reimburse FSLLC for its project costs incurred in the design, management, construction and installation of certain capital improvements to the Stadium (the "2016 Capital Improvements"). All of the 2016 Capital Improvements contemplated by the Reimbursement Agreement have been completed; and

WHEREAS, the City has created Tax Increment Reinvestment Zone Number One ("TIRZ #1") that includes the Stadium Property and other properties in the City; and

WHEREAS, FSLLC has requested that the City amend the Lease Agreement (and to the extent necessary or appropriate, the Development Agreement and the project plan and finance plan of TIRZ #1) to permit FSLLC to construct certain additional capital improvements to the Stadium as more fully set forth and described in the attached **Exhibit B**, which exhibit is incorporated herein for all purposes (the "Capital Improvements"), in order to upgrade patron comfort and amenities, increase seating capacity, and improve broadcast and technology, and stadium logistics and to expand the functionality of the Stadium to continue to attract a variety of public sporting and non-sporting events; and

WHEREAS, the City has agreed to amend the Lease Agreement to include the following matters: (a) an extension of the primary term of the Lease Agreement through and including December 31, 2057, (b) the construction of the Capital Improvements by FSLLC in accordance with the City Approved Plans, and (c) the payment by FSLLC of a second additional rent during the extended primary term of the Lease Agreement to cover a portion of the costs for the Capital Improvements, as more particularly set forth in that certain Fourth Amendment to Soccer Complex Lease Agreement dated September 17, 2024 (the "Fourth Amendment to Lease Agreement"); and

WHEREAS, pursuant to that certain Reimbursement and Performance Agreement dated September 17, 2024 (the "2024 Performance Agreement"), (i) the FCDC has agreed to provide reimbursements of up to $182,000,000.00 for costs incurred by FSLLC in the design, management, construction, and installation of the Capital Improvements, and (ii) the City and Frisco Independent School District ("FISD") have agreed to participate with the FCDC in the reimbursement of the cost of the Capital Improvements by agreeing to amend the project plan and the finance plan of TIRZ #1 to include the Capital Improvements to the Stadium Property and to allocate a portion of their TIRZ #1 revenues towards payment of the Public Facilities Debt (as such term is defined in the 2024 Performance Agreement) that is being issued to pay the cost of the Capital Improvements; and

WHEREAS, (i) FSLLC and its affiliates own approximately 31 acres of additional land located adjacent to the Stadium Property and being depicted in the attached **Exhibit A** (the "FSLLC Land") and (ii) the City owns 2.3 acres of land located adjacent to the east side and being a part of the Stadium Property and being depicted in the attached **Exhibit A** ("City Land") (the FSLLC Land and the City Land are, collectively, referred to as the "Mixed Use Property"); and

WHEREAS, FSLLC, by and through one or more affiliated entities, desires and intends to promote the development of the Mixed Use Property in one or more phases, based on the market conditions, of certain improvements including separate office buildings containing at least 1,200,000 square feet of Class A Office space in total (each office building being referred to as a "Class A Office Building" and, collectively, the "Class A Office Buildings"); a 200-key Upper Upscale full service hotel containing at least 180,000 square feet of space (the "Hotel"); a high-rise multifamily building containing at least 200 units and at least 300,000 square feet of space including retail space within the multifamily complex (the "Multifamily Building"); at least 30,000 square feet of retail space, which may be part of the Hotel and/or the Multifamily Building, and/or may be located in one or more separate buildings (the "Retail"); and one or more structured parking garages containing at least the number of parking spaces necessary for the Phase I(a) Development or the Phase I(b) Development, as applicable, to comply with all applicable City parking

requirements and ordinances (the "Parking Garages" and together with the Class A Office Buildings, the Hotel, the Multifamily Building, and the Retail, collectively, the "Mixed Use Improvements"). The Mixed Use Improvements are generally depicted in the attached **Exhibit C**. "Class A Office" shall mean an office building that is competing for premier office users with rents generally above average for the area and typically characterized by high quality design and is constructed or equipped with the following features:

(a) premium standard finishes;

(b) state of the art heating, ventilation, and air conditioning and security systems;

(c) structured parking;

(d) cabled and equipped to be compatible with current office and data technology;

(e) on-site support services/maintenance; and

(f) access to all suites from inside the building;

and equal to or better than the office buildings built in and around Legacy West in Plano, Texas, or other comparable Class A Office buildings in Collin County. "Upper Upscale" shall mean any full-service hotel operated as a brand rated "Upper Upscale" or better by the J.D. Power annual "North America Hotel Guest Satisfaction Index Study" (but shall expressly not include any "limited service" hotel). In the event of a dispute regarding whether a particular office use is "Class A Office" or whether the Hotel is "Upper Upscale" such determination shall be reviewed and determined by the City's Director of Development Services; and

WHEREAS, FSLLC anticipates that one or more of the Parking Garages will provide additional parking for the Stadium, subject to FSLLC operating same for shared use by the Stadium and the other developments in the Mixed Use Improvements (hereafter, those Parking Garages operated by FSLLC and serving the Stadium, as well as portions of the Mixed Use Improvements, are referred to, individually as a "FSLLC Operated Parking Garage" and, collectively, as the "FSLLC Operated Parking Garages"); and

WHEREAS, FSLLC envisions the Mixed Use Improvements being developed in phases over a period of years as market conditions warrant, the first phase to consist of (a) one or more buildings comprised of the Hotel, the Multifamily Building, and the Retail or, (b) a Class A Office Building containing at least 200,000 square feet of Class A Office space and a Parking Garage containing at least the number of parking spaces necessary for the Phase I(a) Development or the Phase I(b) Development, as applicable, to comply with all applicable City parking requirements and ordinances, and may include such other improvements (either of the clause (a) or (b) development being the "Phase I(a) Development" and the remaining, further development being the "Phase I(b) Development"); and

WHEREAS, FSLLC has requested financial and/or economic assistance from the FEDC to plan and construct certain infrastructure improvements to assist in the development of the Mixed

Use Property for the Mixed Use Improvements and the Stadium Property for the Capital Improvements; and

WHEREAS, FSLLC and the City may enter in further agreements providing for the conveyance of the City Land to FSLLC for development of Mixed Use Improvements.

WHEREAS, Section 501.103 of the Act states that the FEDC may provide funding for expenditures that are found by the Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements (the "Qualified Infrastructure"); and

WHEREAS, FSLLC represents and warrants that the total estimated cost of Qualified Infrastructure for the Mixed Use Property and the Stadium Property is at least Twenty-Five Million Dollars ($25,000,000.00); and

WHEREAS, the FEDC has found that the Qualified Infrastructure is necessary to promote or develop new or expanded business enterprises in the City and the FEDC has concluded that the Qualified Infrastructure constitutes a "project", as that term is defined in the Act, and is willing to provide FSLLC with economic assistance as hereinafter set forth on the terms and subject to the conditions as stated herein and FSLLC is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, the City may create a new Tax Increment Reinvestment Zone Number Eight ("TIRZ #8") that will include the Mixed Use Property and potentially other properties in the City or utilize one or more alternative delivery methods, at the City's option, to provide an equivalent economic incentive or benefit as more particularly described in Article III of this Agreement; and

WHEREAS, on September 17, 2024, the Parties approved this Agreement.

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:

ARTICLE I
ECONOMIC DEVELOPMENT GRANTS

1.1 Separated Materials Sales Tax Grant (City). FSLLC shall (i) cause all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more and (ii) use reasonable efforts to cause all other construction contracts, in either case, providing for construction of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property to (1) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (2) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas. Subject to FSLLC's compliance with the Performance

Requirements (defined below), the City shall provide to FSLLC an economic development grant under the provisions of Chapter 380 of the Texas Local Government Code to promote business and commercial activity on the Property (the "City Separated Materials Tax Grant") payable to FSLLC in an amount equal to fifty percent (50%) of the City's share of the retail sales tax revenue (one percent of taxable sales) generated from the use of a Separated Materials Contract for any portion of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property with the situs of all construction materials in the City of Frisco, and actually received by the City from the Comptroller's Office of the State of Texas, provided, however, that the City Separated Materials Tax Grant will not include any portion of the City's share of the retail sales tax revenue generated from the use of a Separated Materials Contract for any residential improvements, including, but not limited to, the Multifamily Building. The Separated Materials Tax Grant shall be paid once all of the following have occurred: (a) all construction is completed for the Phase I(a) Development of the Mixed Use Improvements, and the net retail sales tax from the use of Separated Materials Contract has been received by the City, and (b) all Phase I(a) Development Performance Requirements (hereinafter defined) have been satisfied. Likewise, the Separated Materials Tax Grant shall be paid once all of the following have occurred: (a) all construction is completed for the Phase I(b) Development of the Mixed Use Improvements, and the net retail sales tax from the use of Separated Materials Contract has been received by the City, and (b) all Phase I(b) Development Performance Requirements (hereinafter defined) have been satisfied. FSLLC shall engage Texas Economic Partners, LLC or other qualified sales tax consultant selected by FSLLC ("Consultant") as a consultant to assist FSLLC in the drafting, implementation, and management of the Separated Materials Contracts.

1.2 Separated Materials Sales Tax Grant (FCDC). FSLLC shall (i) cause all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more and (ii) use reasonable efforts to cause all other construction contracts, in either case, providing for construction of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property to (1) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (2) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas. Subject to FSLLC's compliance with the Performance Requirements (defined below), the FCDC shall provide to FSLLC an economic development grant under the provisions of Chapters 501, 502, and 505 of the Texas Local Government Code to promote or develop new or expanded business enterprises on the Property (the "FCDC Separated Materials Tax Grant") payable to FSLLC in an amount equal to fifty percent (50%) of the FCDC's share of the retail sales tax revenue (one-half of one percent of taxable sales) generated from the use of a Separated Materials Contract for any portion of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property with the situs of all construction materials in the City of Frisco, and actually received by the FCDC from the Comptroller's Office of the State of Texas, provided, however, that the FCDC Separated Materials Tax Grant will not include any portion of the FCDC's share of the retail sales tax revenue generated from the use of a Separated Materials Contract for any residential improvements, including, but not limited to, the Multifamily Building. The Separated Materials Tax Grant shall be paid once all of the following have occurred: (a) all construction is completed for the Phase I(a) Development of the Mixed Use Improvements, and the net retail sales tax from the use of

Separated Materials Contract has been received by the FCDC, and (b) all Phase I(a) Development Performance Requirements have been satisfied. Likewise, the Separated Materials Tax Grant shall be paid once all of the following have occurred: (a) all construction is completed for the Phase I(b) Development of the Mixed Use Improvements, and the net retail sales tax from the use of Separated Materials Contract has been received by the City, and (b) all Phase I(b) Development Performance Requirements have been satisfied. FSLLC shall engage Consultant as a consultant to assist FSLLC in the drafting, implementation, and management of the Separated Materials Contracts.

1.3 Separated Materials Sales Tax Grant (FEDC). FSLLC shall (i) cause all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more and (ii) use reasonable efforts to cause all other construction contracts, in either case, providing for construction of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property to (1) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (2) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas. Subject to FSLLC's compliance with the Performance Requirements (defined below), the FEDC shall provide to FSLLC an economic development grant under the provisions of Chapters 501, 502, and 504 of the Texas Local Government Code to promote or develop new or expanded business enterprises on the Property (the "FEDC Separated Materials Tax Grant") payable to FSLLC in an amount equal to fifty percent (50%) of the FEDC's share of the retail sales tax revenue (one-half of one percent of taxable sales) generated from the use of a Separated Materials Contract for any portion of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property with the situs of all construction materials in the City of Frisco, and actually received by the FEDC from the Comptroller's Office of the State of Texas, provided, however, that the FEDC Separated Materials Tax Grant will not include any portion of the FEDC's share of the retail sales tax revenue generated from the use of a Separated Materials Contract for any residential improvements, including, but not limited to, the Multifamily Building. The Separated Materials Tax Grant shall be paid once all of the following have occurred: (a) all construction is completed for the Phase I(a) Development of the Mixed Use Improvements, and the net retail sales tax from the use of Separated Materials Contract has been received by the FEDC, and (b) all Phase I(a) Development Performance Requirements have been satisfied. Likewise, the Separated Materials Tax Grant shall be paid once all of the following have occurred: (a) all construction is completed for the Phase I(b) Development of the Mixed Use Improvements, and the net retail sales tax from the use of Separated Materials Contract has been received by the City, and (b) all Phase I(b) Development Performance Requirements have been satisfied. FSLLC shall engage Consultant as a consultant to assist FSLLC in the drafting, implementation, and management of the Separated Materials Contracts.

1.4 FEDC Qualified Infrastructure Grant. In addition to the FEDC Separated Materials Tax Grants and subject to FSLLC's compliance with the Phase I(a) Development Performance Requirements and/or the Phase I(b) Development Performance Requirements (as each term is defined below), the FEDC shall provide to FSLLC a qualified infrastructure grant under the provisions of Chapters 501, 502, and 504 of the Texas Local Government Code to construct the

Qualified Infrastructure. The amount of the grant with respect to each of the Phase I(a) Development and the Phase I(b) Development shall be equal to the lesser of (i) the actual cost of the Qualified Infrastructure, or (ii) Twelve Million Five Hundred Thousand ($12,500,000.00) for each phase, for a total of Twenty-Five Million Dollars ($25,000,000.00) (the "Qualified Infrastructure Grant"), as defined in the 2024 Performance Agreement. The Qualified Infrastructure Grant will be deposited into a reserve account to be paid to FSLLC as reimbursement for capital expenditures paid by FSLLC for (a) the Capital Improvements to the Stadium contemplated by the Fourth Amendment to Lease Agreement and/or those cost overruns related to the 2016 Capital Improvements, and/or (b) capital expenditures relating to upkeep and maintenance of the Stadium, which are FSLLC's responsibility under the Lease.

ARTICLE II
PERFORMANCE REQUIREMENTS FOR ECONOMIC GRANTS; LEASE MODIFICATIONS

2.1 Phase I(a) Development Performance Requirements. FSLLC shall meet the following minimum performance requirements for the Phase I(a) Development (collectively, the "Phase I(a) Development Performance Requirements") to qualify for the City Separated Materials Tax Grant, the FCDC Separated Materials Tax Grant, the FEDC Separated Materials Tax Grant, and the Qualified Infrastructure Grant (collectively, those grants afforded FSLLC under Section 2.2, being referred to as the "Economic Incentive Grants"), based on verification of performance documentation submitted by FSLLC and reasonably acceptable to the City, FCDC and FEDC, as the case may be, in accordance with the terms and conditions specified in the Agreement:

(a) Documentation of commencement of construction of the Phase I(a) Development on or before December 31, 2032.

(b) Documentation of completion of construction of the Phase I(a) Development on or before December 31, 2035.

(c) Documentation on or before December 31, 2035 that the Phase I(a) Development complies with the "Building Materials Standards" for the City set forth in the attached **Exhibit D**.

(d)

(i) Documentation on or before December 31, 2035 that (i) Green Tag Shell Certificates have been obtained from the City for a Class A Office Building containing at least 200,000 square feet of Class A Office space in the Phase I(a) Development, (ii) permanent Certificate(s) of Occupancy have been obtained from the City for at least 100,000 square feet of Class A Office space within such completed Class A Office building, and (iii) the actual cost of the completed Class A Office Building is at least One Hundred Ten Million Dollars ($110,000,000.00); or

(ii) Documentation on or before December 31, 2035 that (i) one or more permanent Certificates of Occupancy were obtained from the City for the Hotel, the Multifamily Building, and the Retail, (ii) the Hotel, the Multifamily Building, and the Retail have all been fully operational and open to the public for at least thirty (30) days, and (iii) the actual combined cost of the completed Hotel, Multifamily Building, and Retail is at least Two Hundred Thirty-One Million Dollars ($231,000,000.00).

(e) If the Phase I(a) Development includes a Class A Office Building, then documentation on or before December 31, 2035 that (i) a permanent Certificate of Occupancy has been obtained from the City for one or more Parking Garages to serve the Phase I(a) Development containing at least the number of parking spaces necessary for the Phase I(a) Development to comply with all applicable City parking requirements and ordinances, and (ii) such Parking Garages have been fully operational and open to the public for at least thirty (30) days.

(f) Documentation of completion of construction of the Qualified Infrastructure with respect to the Phase I(a) Development on or before December 31, 2035.

(g) Documentation reasonably acceptable to the Public Entities verifying the actual cost of the Qualified Infrastructure for the Mixed Use Property and the Stadium Property at least Twelve Million Five Hundred Thousand Dollars ($12,500,000.00) on or before December 31, 2035.

(h) Documentation of completion of construction of the Capital Improvements to the Stadium, as evidenced by a permanent Certificate of Occupancy, on or before December 31, 2028, such date being subject to extension for force majeure.

(i) Documentation on or before December 31, 2035 that FSLLC has caused all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more for construction of the Mixed Use Improvements in the Phase I(a) Development, the Qualified Infrastructure, and any other construction contracts for improvements or infrastructure in the Phase I(a) Development of the Mixed Use Property, and, at FSLLC's option, any construction contracts in an amount less than One Hundred Thousand Dollars ($100,000.00) relating to construction of the Phase I(a) Development of the Mixed Use Improvements, the Qualified Infrastructure, and other improvements to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas.

(j) Documentation that FSLLC engaged Consultant as a consultant prior to commencing construction of Phase I(a) Development of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property to assist FSLLC in the drafting, implementation, and management of the

Separated Materials Contracts on or before the negotiation and award of any construction contract.

(k) Documentation that FSLLC has dedicated, at no cost to the City, all land, rights-of-way and easements reasonably necessary for water, sewer, streets, public ways, thoroughfares and other public improvements for the Phase I(a) Development on or before December 31, 2035.

(l) Documentation that a Company Meeting, as defined herein, was held within thirty (30) days after a request from the FEDC and if so requested. For the purposes of this Agreement, "Company Meeting" refers to a mandatory meeting between FSLLC and the FEDC to review compliance documentation and related processes for the Performance Requirements stated in this Agreement.

2.2 Phase I(b) Development Performance Requirements. FSLLC shall meet the following minimum performance requirements for the Phase I(b) Development (collectively, the "Phase I(b) Development Performance Requirements") to qualify for the Economic Incentive Grants, based on verification of performance documentation submitted by FSLLC and reasonably acceptable to the City, FCDC and FEDC, as the case may be, in accordance with the terms and conditions specified in the Agreement:

(a) Documentation of commencement of construction of the Phase I(b) Development on or before December 31, 2034.

(b) Documentation of completion of construction of the Phase I(b) Development on or before December 31, 2037.

(c) Documentation on or before December 31, 2037 that the Phase I(b) Development complies with the "Building Materials Standards" for the City set forth in the attached **Exhibit D**.

(d)

(i) Documentation on or before December 31, 2037 that (i) Green Tag Shell Certificates have been obtained from the City for a Class A Office Building containing at least 200,000 square feet of Class A Office space in the Phase I(b) Development, (ii) permanent Certificate(s) of Occupancy have been obtained from the City for at least 100,000 square feet of Class A Office space within such completed Class A Office building, and (iii) the actual cost of the completed Class A Office Building is at least One Hundred Ten Million Dollars ($110,000,000.00); or

(ii) Documentation on or before December 31, 2037 that (i) one or more permanent Certificates of Occupancy were obtained from the City for the Hotel, the Multifamily Building, and the Retail, (ii) the Hotel, the Multifamily Building, and the Retail have all been fully

operational and open to the public for at least thirty (30) days, and (iii) the actual combined cost of the completed Hotel, Multifamily Building, and Retail is at least Two Hundred Thirty-One Million Dollars ($231,000,000.00).

(e) If the Phase I(b) Development includes a Class A Office Building, then documentation on or before December 31, 2037 that (i) a permanent Certificate of Occupancy has been obtained from the City for one or more Parking Garages to serve the Phase I(b) Development containing at least the number of parking spaces necessary for the Phase I(b) Development to comply with all applicable City parking requirements and ordinances, and (ii) such Parking Garages have been fully operational and open to the public for at least thirty (30) days.

(f) Documentation of completion of construction of the Qualified Infrastructure with respect to the Phase I(b) Development on or before December 31, 2037.

(g) Documentation reasonably acceptable to the Public Entities verifying the actual cost of the Qualified Infrastructure for the Mixed Use Property and the Stadium Property is at least Twelve Million Five Hundred Thousand Dollars ($12,500,000.00) on or before December 31, 2037.

(h) Documentation of completion of construction of the Capital Improvements to the Stadium, as evidenced by a permanent Certificate of Occupancy, on or before December 31, 2028, such date being subject to extension for force majeure.

(i) Documentation on or before December 31, 2037 that FSLLC has caused all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more for construction of the Mixed Use Improvements in the Phase I(b) Development, the Qualified Infrastructure, and any other construction contracts for improvements or infrastructure in the Phase I(b) Development of the Mixed Use Property, and, at FSLLC's option, any construction contracts in an amount less than One Hundred Thousand Dollars ($100,000.00) relating to construction of the Phase I(b) Development of the Mixed Use Improvements, the Qualified Infrastructure, and other improvements to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas.

(j) Documentation that FSLLC engaged Consultant as a consultant prior to commencing construction of Phase I(b) Development of the Mixed Use Improvements, the Qualified Infrastructure, and any other improvements or infrastructure on the Mixed Use Property to assist FSLLC in the drafting, implementation, and management of the Separated Materials Contracts on or before the negotiation and award of any construction contract.

(k) Documentation that FSLLC has dedicated, at no cost to the City, all land, rights-of-way and easements reasonably necessary for water, sewer, streets, public ways,

thoroughfares and other public improvements for the Phase I(b) Development on or before December 31, 2037.

(l) Documentation that a Company Meeting, as defined herein, was held within thirty (30) days after a request from the FEDC and if so requested. For the purposes of this Agreement, "Company Meeting" refers to a mandatory meeting between FSLLC and the FEDC to review compliance documentation and related processes for the Performance Requirements stated in this Agreement

2.3 Payment of Economic Incentives. The term "Performance Requirements" shall mean either the Phase I(a) Development Performance Requirements or the Phase I(b) Development Performance Requirements or both the Phase I(a) Development Performance Requirements and the Phase I(b) Development Performance Requirements, as the context so warrants. Within thirty (30) days after verification of performance documentation submitted by FSLLC with respect to Phase I(a) Development or Phase I(b) Development, as applicable, and which documentation is reasonably acceptable to the City, FCDC and FEDC, as the case may be, verifying that all of the Performance Requirements have been completed in accordance with the terms and conditions specified in the Agreement, the Public Entities shall commence payment of the Economic Development Grants. The City shall use its best efforts and due diligence to complete verification of the Performance Requirements documentation not later than sixty (60) days after receipt of such documentation.

ARTICLE III
TAX INCREMENT REINVESTMENT ZONE NUMBER 8

3.1 Establishment. The City may take such lawful steps as are necessary to create Tax Increment Reinvestment Zone Number 8 ("TIRZ #8") over the entirety of the Mixed Use Property on or before the commencement of construction of the Phase I(a) Development. TIRZ #8 shall exist from the date of formation until the date of termination as provided in Section 311.017 of the Texas Tax Code, as it exists or may be amended (the "TIRZ #8 Term"). The City shall dedicate to TIRZ #8 fifty percent (50%) of the City's ad valorem taxes collected on the incremental increase above the ad valorem tax value from property within TIRZ #8 the year that TIRZ #8 is created.

3.2 Financing Criteria. To be eligible to receive any funds from TIRZ #8, the net acreage of the TIRZ #8 shall be developed as commercial development. As used in this section, "commercial development" means development that consists of a mixture of vertically mixed-use buildings that must include commercial uses including, but not limited to, corporate campus, office, entertainment, and integrated retail uses in a configuration where a majority of the buildings are two or more stories tall and pedestrian-oriented (i.e., designed and built to cater to the pedestrian by creating an experience of comfort, safety, security, attractiveness, and interest through sound urban design characteristics), which may include developments and corporate campuses comparable to those at Legacy West, the Shops at Legacy, and/or Legacy Business Park, each in Plano, Texas. Prior to beginning construction of or after completion of a phase of the Mixed Use Property, FSLLC may request written confirmation from the City that the project qualifies as commercial development.

3.3 Project Plan and Eligible Projects. The TIRZ #8 governing board shall prepare and approve the initial project plan, which will include, but not be limited to, the projects described below. TIRZ #8 funds may be used to pay for the projects listed in the following priority order: (i) the cost to construct one or more of the Parking Garages within the Mixed Use Property to provide parking for the Class A Office Buildings and/or the Stadium; (ii) interest costs on loans incurred by FSLLC to construct the Parking Garages within the Mixed Use Property to provide parking for the Class A Office Buildings and/or the Stadium attributable to the lesser of: (A) the actual interest paid on each such improvement; or (B) four percent (4%) of the actual cost of construction thereof; and (iii) the award of Chapter 380 grants for economic and business development within the boundaries of TIRZ #8.

3.4 Termination of TIRZ #8. Notwithstanding any statement to the contrary in this Agreement, the City shall have the right to terminate TIRZ #8 before the expiration of the TIRZ #8 Term if there is an event of default by FSLLC under this Agreement, including any notice and cure provision hereof, or if the TIRZ #8 governing board determines that all projects in the approved project plan have been completed and reimbursed.

3.5 Alternatives to TIRZ #8. Notwithstanding any statement to the contrary in this Agreement, the City shall have the right in its sole discretion to not establish TIRZ #8; rather, and in lieu of establishing TIRZ #8, the City may provide economic incentives from one or more of the Public Entities to FSLLC to promote business and commercial activity on the Mixed Use Property, which incentives may be in the form of one or more of the following: (i) economic development grants under the provisions of Chapter 380 of the Texas Local Government Code, (ii) economic incentives or grants under the provisions of Chapters 501, 504, and/or 505 of the Texas Local Government Code, and (iii) any other mechanisms available to the Public Entities. The combined scope all such incentives or grants that are utilized under this Section 3.5 will be equivalent to TIRZ #8 if it had been established under Section 3.1.

ARTICLE IV
FSLLC OPERATED PARKING GARAGES

4.1 FSLLC Operated Parking Garages. In conjunction with development of a phase that includes a Class A Office Building, FSLLC, or an affiliated entity, will construct one or more FSLLC Operated Parking Garage(s) on land owned by FSLLC, or an affiliated entity, to provide parking for one or more Class A Office Buildings as well as for patrons of the Stadium. The parties shall enter into a mutually agreeable shared parking agreement prior to construction of any such FSLLC Operated Parking Garage(s). Notwithstanding anything to the contrary contained herein, any reduction in the number of parking spaces available for the Stadium to be reduced by any of the development or construction contemplated in this Agreement shall be subject to the City's approval.

4.2 Operation of FSLLC Operated Parking Garages. As each FSLLC Operated Parking Garage is complete, FSLLC will enter in an agreement with the affiliate developer providing for FSLLC to operate such parking garage.

ARTICLE V
DEFAULTS; REMEDIES; TERMINATION

5.1 Defaults. A Party shall be in default if any of the following events ("Event of Default") shall occur:

(a) The failure on the part of the Party to pay an amount when due and owing under this Agreement and the continuation of such failure for thirty (30) days after notice has been provided in accordance with this Agreement;

(b) Any other breach of any covenant or provision of this Agreement and such breach has not been cured within thirty (30) days from and after the date of written notice of such breach is given; provided, however, such Event of Default shall not exist if the defaulting Party shall have commenced to remove or cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach; and

5.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, the non-defaulting Party or Parties shall have all remedies available to them at law or in equity, except as may be specifically limited in this Article IV. Notwithstanding anything herein to the contrary, the monetary remedies against any Party or Parties shall be limited to actual damages (but not consequential or punitive damages) suffered by a non-defaulting Party or Parties resulting from an Event of Default.

ARTICLE VI
MISCELLANEOUS

6.1 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.

6.2 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 a reputable independent courier service providing proof of delivery, a reputable overnight courier, or if mailed certified first class mail to the following addresses:

To City: City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034
Attention: City Manager

With copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Boulevard, Suite 300 McKinney, Texas 75069 Attention: Randy Hullett and Chris Zillmer
To FEDC:	Frisco Economic Development Corporation 6801 Gaylord Parkway, Suite 400 Frisco, Texas 75034 Attention: Jason Ford, President
With copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Boulevard, Suite 300 McKinney, Texas 75069 Attention: Randy Hullett and Chris Zillmer
To FCDC:	Frisco Community Development Corporation 6101 Frisco Square Boulevard Frisco, Texas 75034 Attention: City Manager
With copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Boulevard, Suite 300 McKinney, Texas 75069 Attention: Randy Hullett and Chris Zillmer
To FSLLC:	Frisco Stadium, LLC 9200 World Cup Way, Suite 202 Frisco, Texas 75033 Attention: Jimmy Smith, COO/CFO
With copy to:	Frisco Stadium, LLC 9200 World Cup Way, Suite 202 Frisco, Texas 75033 Attention: legalnotices@fcdallas.com

6.3 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 venue shall be in the District Court in Collin County, Texas.

6.4 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 Capital Improvements, the Qualified Infrastructure, and the Mixed Use Improvements.

6.5 Assignment. FSLLC may not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of FSLLC, except as follows:

(a) Without the consent of the City, but with notice to the City, to (i) an assignee to whom FSLLC assigns its rights under the Lease Agreement pursuant to the terms and conditions of the Lease Agreement, or (ii) an entity that controls, is controlled by, or is under common control with FSLLC; or

(b) With the consent of the City if to any other person, if the proposed assignee demonstrates financial ability to perform the obligations corresponding to the interests herein being assigned to the satisfaction of the City; or

(c) Without the consent of the City, FSLLC may assign any receivables due under this Agreement.

The City, FCDC, and FEDC shall not assign their obligations, rights, title, or interest in this Agreement.

6.6 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.

6.7 Amendment. Except as expressly set forth herein, this Agreement may not be amended or terminated without the written consent of the Parties hereto.

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

6.9 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.

6.10 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 permitted assigns.

6.11 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.

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

6.13 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.

6.14 Force Majeure. For the purposes of this Agreement, the term "Force Majeure" shall mean any unforeseeable causes beyond the control of either Party hereto, including, but not limited to, casualty, damage, strikes or lockouts, acts of God, war, terrorism, riots, epidemics, governmental restrictions, failure or inability to secure materials or labor, reason of priority or similar regulations or order of any governmental or regulatory body, enemy action, civil disturbance, fire, flood, unusually severe weather conditions, unavoidable casualties, the acts or omissions of the other Party, or any other cause beyond the reasonable control of the Party seeking the extension or excuse from performance.

6.15 Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any rights, power or remedy inuring to any Party upon any breach or default of any other Party under this Agreement shall impair any such right, power or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any breach of default theretofore or thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the Parties shall be cumulative and not alternative.

6.16 No Joint Venture. Nothing contained in this Agreement or any other agreement between FSLLC and the Public Entities, or any one of them, is intended by the parties to create a partnership or joint venture between FSLLC on the one hand, and the Public Entities, or any one of them, on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

6.17 Confidentiality. FSLLC has advised the City that the information to be included in the documents referenced herein may contain confidential commercial information relating to FSLLC or its businesses and affairs that are protected from public disclosure under applicable law, and that premature disclosure thereof will have a material adverse business and financial impact on FSLLC. Accordingly, the Public Entities agree that they will follow all procedures established by applicable law that give FSLLC the right to contest the public disclosure of confidential commercial and business information relating to FSLLC and its affiliated business entities.

6.18 Personal Data. In the course of verifying compliance by FSLLC with the requirements of this Agreement, the Public Entities and their employees, agents, consultants and contractors assigned to perform any portion of the review and inspection may obtain certain information relating to identified or identifiable individuals "Personal Data". The Public Entities acknowledge that they will have no right, title or interest in any Personal Data obtained by them as a result of this Agreement and will not use Personal Data for any purpose other than verification of compliance by FSLLC with the requirements of this Agreement. The Public Entities will take all appropriate legal, organizational, and technical measures to ensure the confidentiality of Personal Data, and protect Personal Data against unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data.

6.19 Approvals. This Agreement, including all exhibits attached hereto, is expressly contingent upon the approval by the Board of Directors of FEDC and FCDC, which approval is evidenced by each such entity's signature hereto.

6.20 FSLLC's Acknowledgement of City Compliance with Tex. Govt. Code. FSLLC has executed a certification in the form attached hereto as **Exhibit E** and acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. In the event that FSLLC, or any branch, division, or department of FSLLC, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by FSLLC, FSLLC must repay funds paid to FSLLC as grants or tax rebates or refunds or expended on infrastructure development and improvements designed to principally benefit FSLLC, if any, within one hundred twenty (120) calendar days following receipt of written demand from the City, plus simple interest at a rate of one percent (1%) per annum.

6.21 FSLLC Representations Regarding Compliance With Certain Tex. Govt. Code Provisions. FSLLC makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with FSLLC within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) FSLLC hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908, Texas Govt. Code and the rules promulgated by the TEC, was previously submitted to the City by FSLLC in connection with this Agreement. The City hereby agrees to acknowledge such form with the TEC through its electronic filing application within 30 days of the effective date hereof. FSLLC and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in any Form 1295 and neither the City not its consultants have verified such information. The City and FSLLC also agree that the transactions contemplated by this Agreement and the respective obligations of the City and FSLLC hereunder, shall not be modified, released, or excused by the failure of FSLLC to properly complete a Form 1295, except as set forth in the following sentence. The submission of any Form 1295 by FSLLC that does not provide a sufficient basis for the City to enter into this Agreement in accordance with Section 2252.908(d), Texas Govt. Code, shall result in the automatic dismissal and removal of FSLLC from its duties and rights hereunder and FSLLC shall not be considered a Party to this Agreement.

(b) Not a Sanctioned Company. FSLLC 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, Government Code. The foregoing representation excludes FSLLC 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.

(c) No Boycott of Israel. FSLLC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(d) No Discrimination Against Firearm Entities. FSLLC 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 against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(e) No Boycott of Energy Companies. FSLLC 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

FRISCO STADIUM, LLC, a Texas limited liability company

By:_____
Name:_____
Title:_____

CITY OF FRISCO, TEXAS,
a Texas home-rule municipality

By:_____
Name: Wesley S. Pierson
Title: City Manager

Attest:

_____
City Secretary

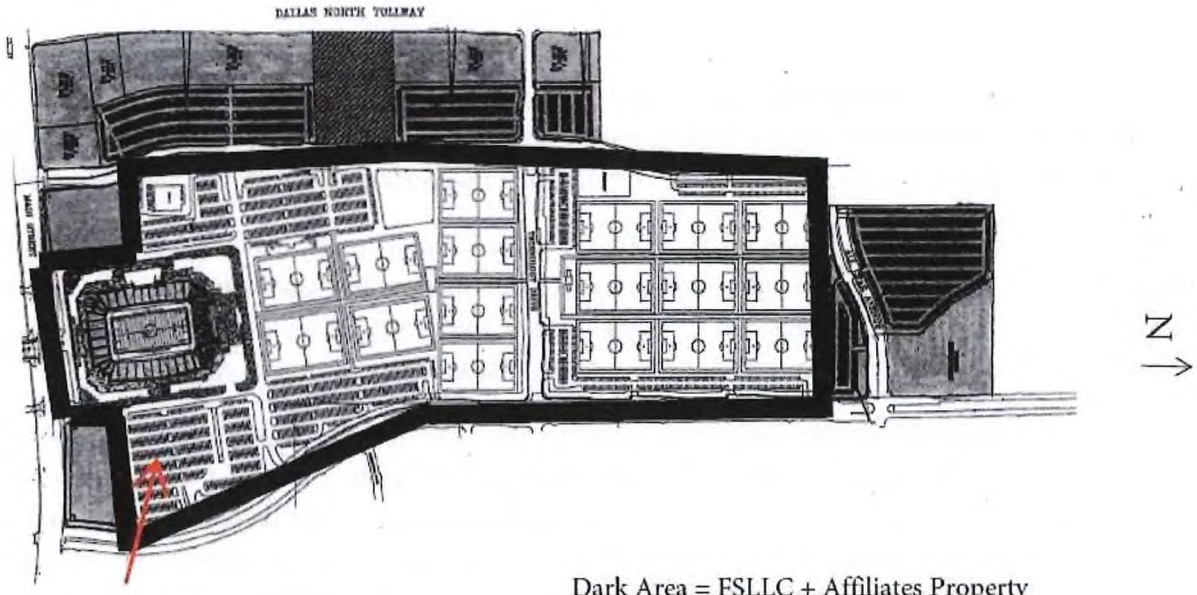
FRISCO ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code

By:_____
Name: Jason Ford
Title: President

FRISCO COMMUNITY DEVELOPMENT CORPORATION, a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code

By:_____
Name: Wesley S. Pierson
Title: Operations Manager

EXHIBIT A
DEPICTION OF THE STADIUM PROPERTY, THE FSLLC LAND, AND THE CITY LAND



City Land

Dark Area = FSLLC + Affiliates Property (Excluding Stadium)

Light Area (Inside Black Bordered Box) = Stadium Property(Including Stadium)

City Land = Limited Property As Marked

EXHIBIT B
PROJECT DESCRIPTION (THE CAPITAL IMPROVEMENTS)

Toyota Stadium Renovation: Project Overview

Toyota Stadium is a multi-purpose sports and entertainment venue located in Frisco, Texas. It is home to Major League Soccer's FC Dallas, the NCAA's FCS Championship Game, the Scooter's Coffee Frisco Bowl, Frisco ISD athletic events, the National Soccer Hall of Fame and much more.

The stadium was originally constructed in 2005 and, later, partially renovated to house the National Soccer Hall of Fame, which opened in the south end of the stadium in October 2018. This proposed renovation will consist of deconstructing north, east and west side structures and replacing them with 130,000 square feet of renovated space, per the attached Capital Improvements Budget.

Renovation highlights include multilevel additions that will feature upgraded club spaces and seating, luxury suites, and new broadcast booths and press box areas. Entrances to these areas will be through new north, east and west side main entrance gates. The featured spaces will be supported with new food service commissaries and kitchens. The re-constructed concourse structures will include new public restrooms, concessions, and retail outlets.

The north entrance will be redesigned to be a primary entryway and focal point with new retail space. The interior of the north end of the stadium will be renovated to accommodate additional seating.

New stadium technology and broadcast capabilities will be specified to meet current MLS standards. A new LED sports lighting system will be installed, along with major audio/visual upgrades.

A fabric canopy structure will be erected over the east and west side seating areas as well as the majority of the north end, similar to the existing south end's canopy structure.

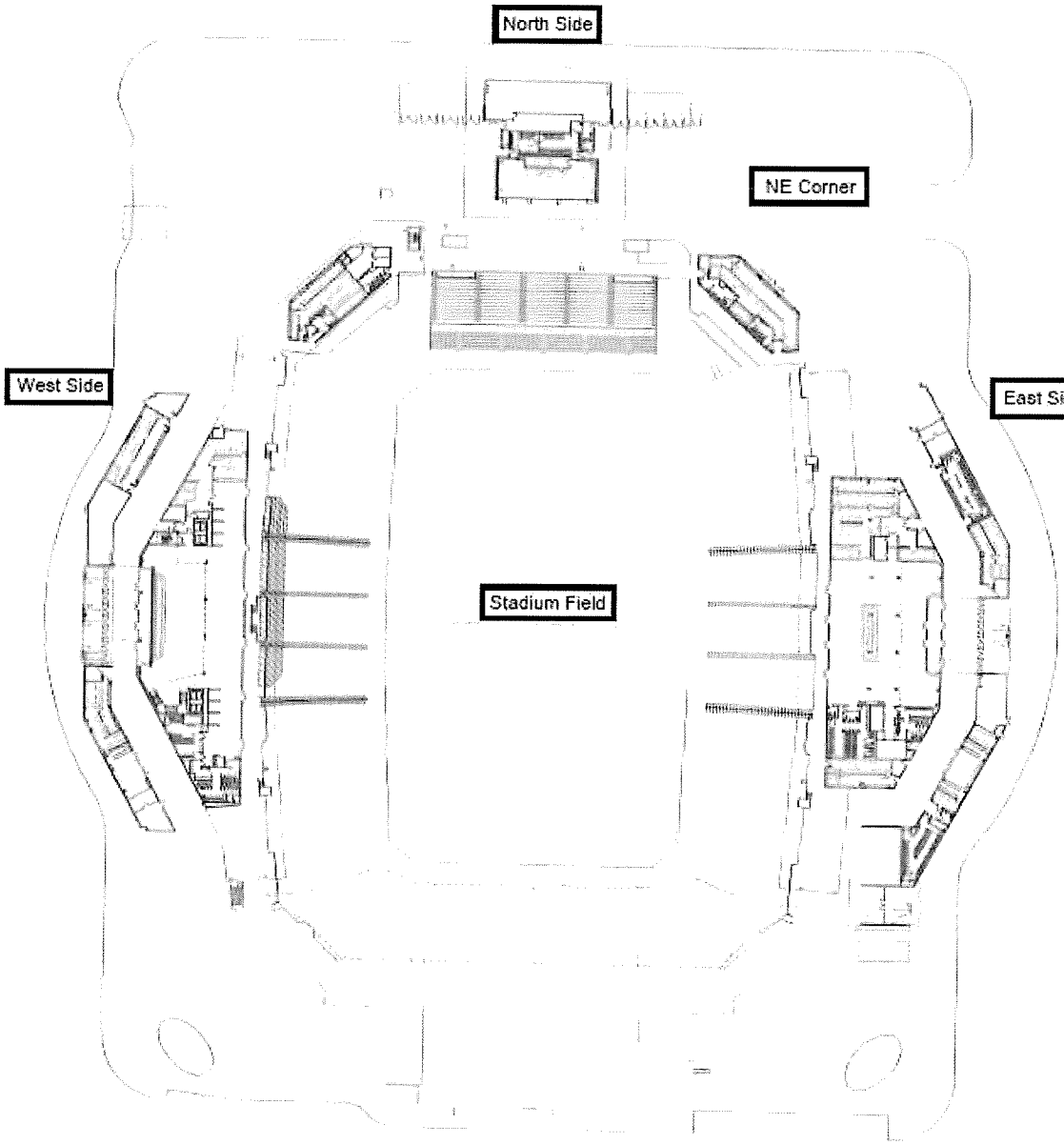
Also, see attached drawings outlining areas of proposed improvements.

CAPITAL IMPROVEMENTS BUDGET

Description		Value
North Side includes new entrance, concessions, retail space, restrooms, and seating	$	13,575,000
NE Corner includes new concessions and restrooms	$	2,450,000
East Side includes new entrance, club space and seating, concessions, retail space, and restrooms	$	35,925,000
West Side includes new entrance, club spaces and seating, suites, broadcast booths, press box, concessions, retail space, and restrooms	$	72,300,000
Communication/Technology Infra-Structure	$	8,000,000
Existing Restroom Upgrades	$	1,450,000
Stadium Field Modifications	$	850,000
Tunnel/Field Wall Remediation	$	1,300,000
Perimeter Fence Replacement Site	$	700,000
Sub Total Cost of Work	**$**	**136,550,000**
Insurances	$	4,654,745
Construction Manager Soft Costs/Fee	$	14,500,000
Construction Contingency	$	5,000,000
Sub Total Construction Costs	**$**	**24,154,745**
A/E Design Fees	$	13,065,255
HSG Consulting Fee	$	2,730,000
FFE	$	5,500,000
Sub Total Soft Costs	**$**	**21,295,255**
Total Project Costs	**$**	**182,000,000**

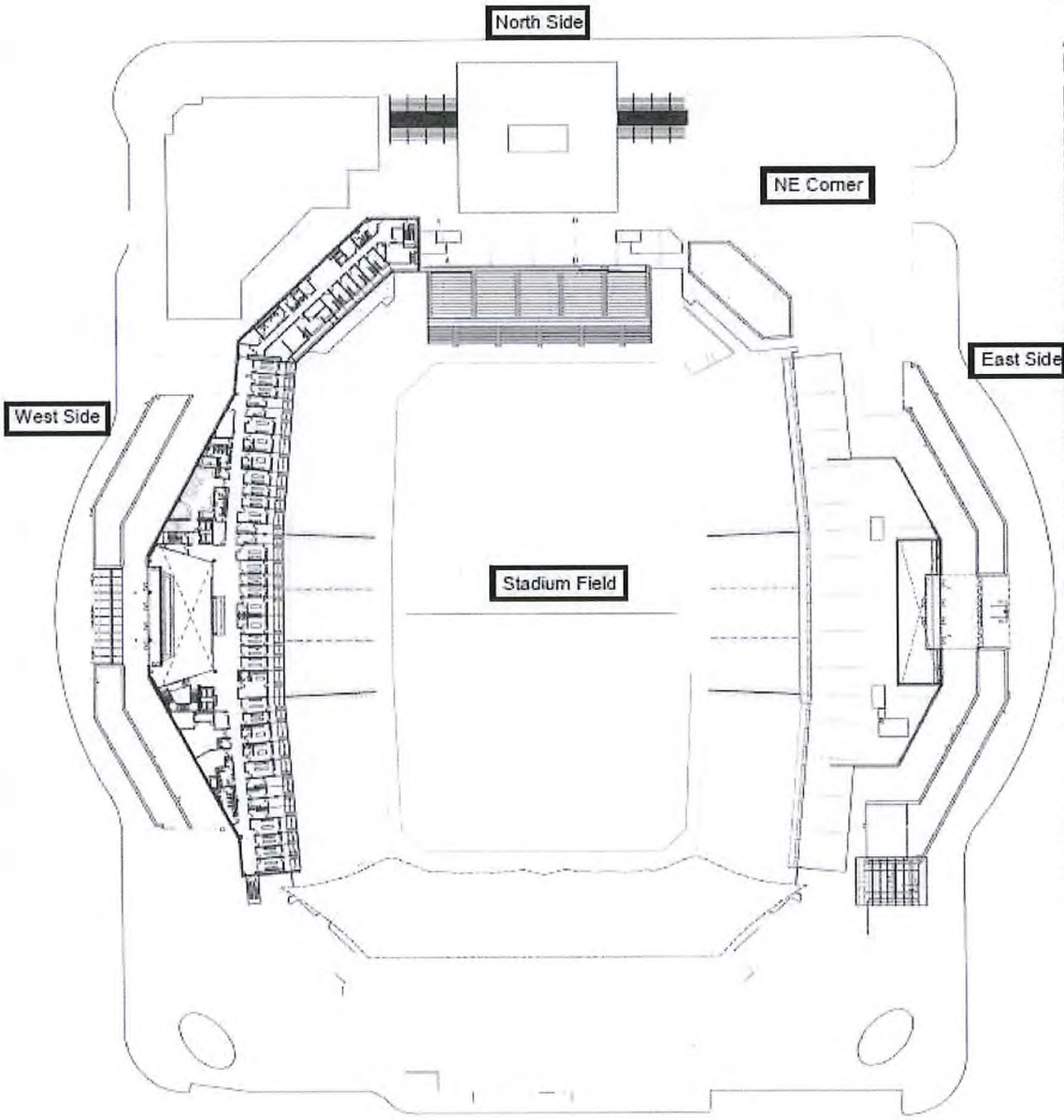
B-1

OVERALL CONCOURSE LEVEL PLAN (EXHIBIT B)



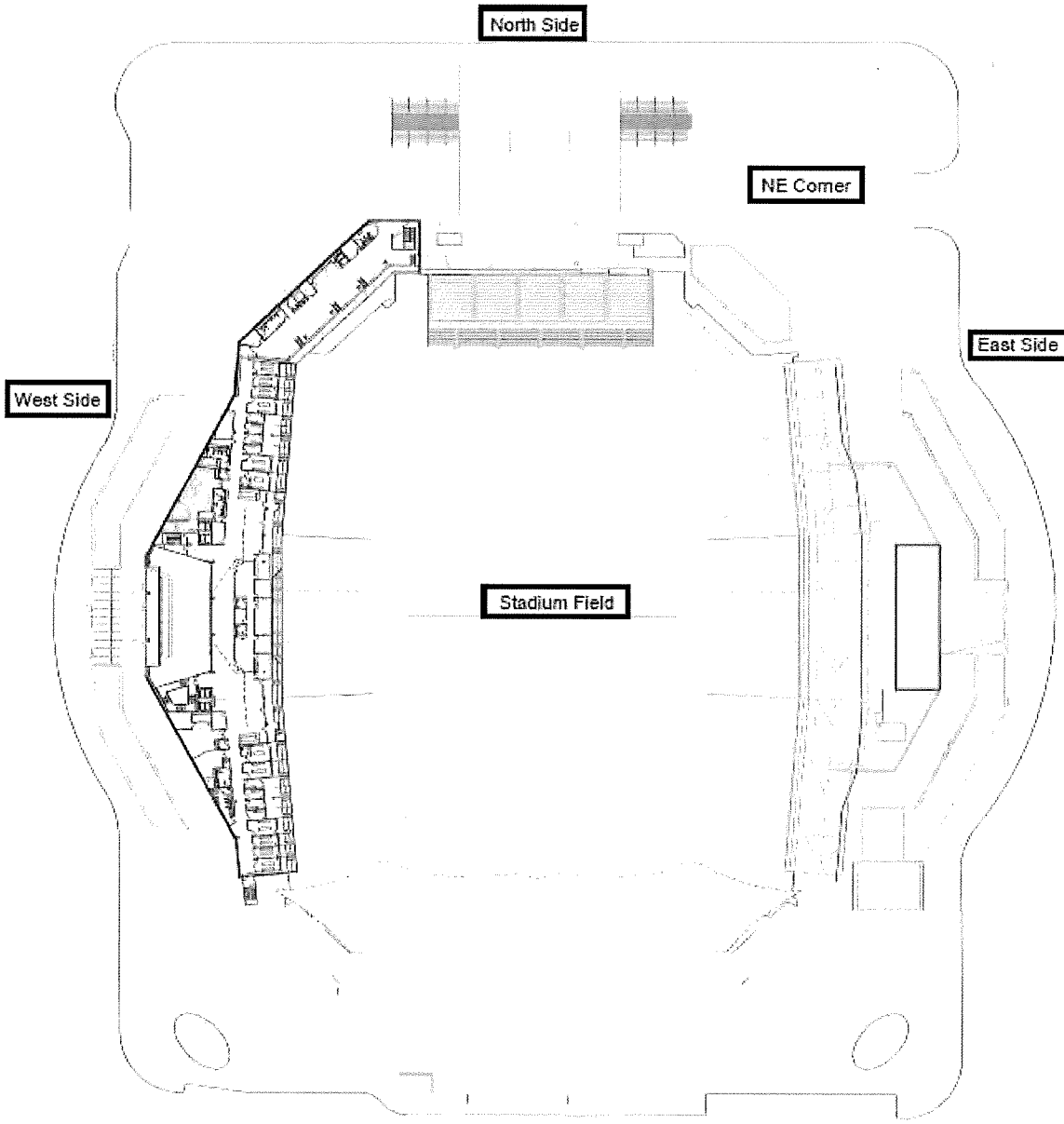
B-2

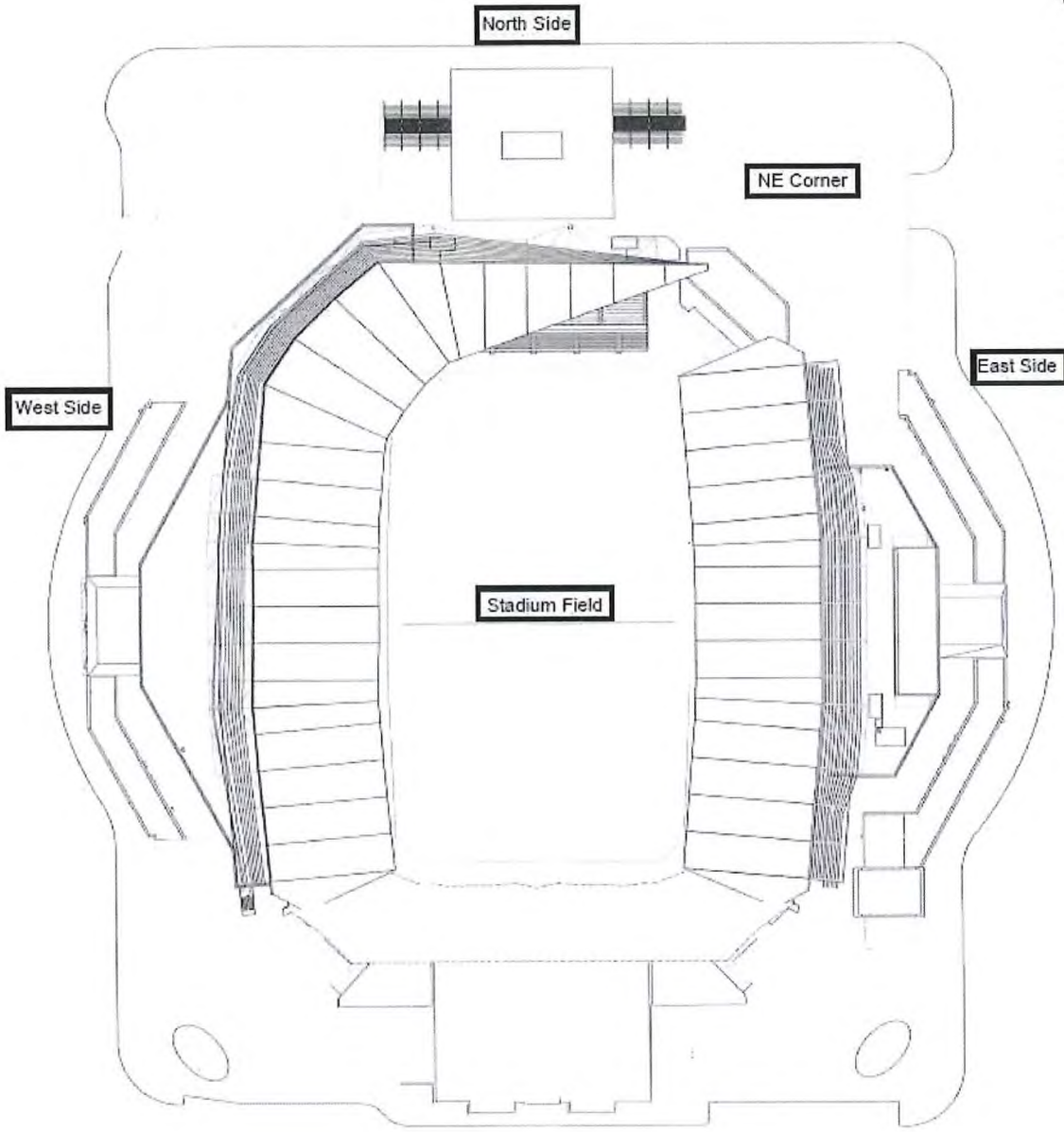
OVERALL LOWER SUITE LEVEL PLAN (EXHIBIT B)



B-3

OVERALL UPPER SUITE LEVEL PLAN (EXHIBIT B)





B-4

OVERALL CANOPY PLAN (EXHIBIT B)

EXHIBIT C
GENERAL DEPICTION OF THE MIXED USE PROPERTY



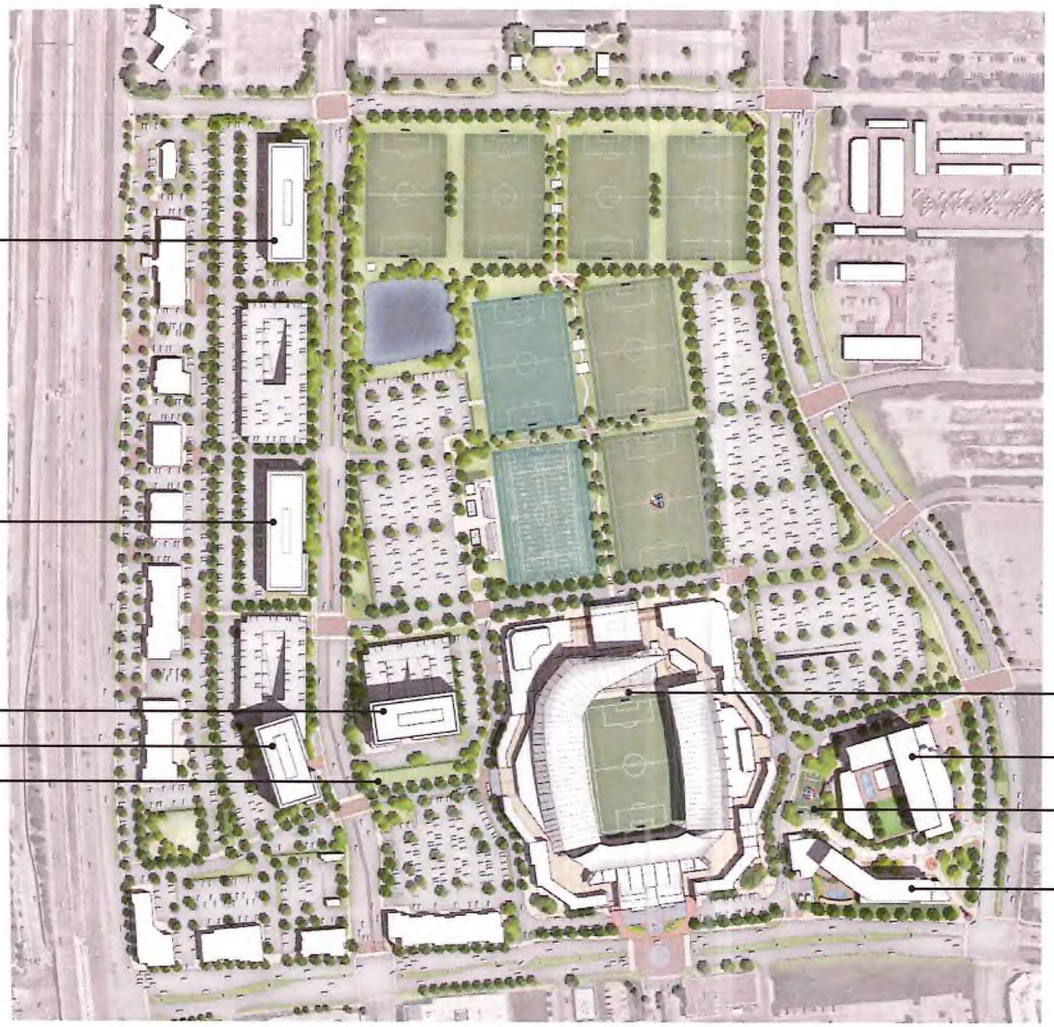
THE SOCCER SITE

SEPTEMBER 11TH, 2024

Cawley Partners Gensler swa

HKS OMNIPLAN FC DALLAS

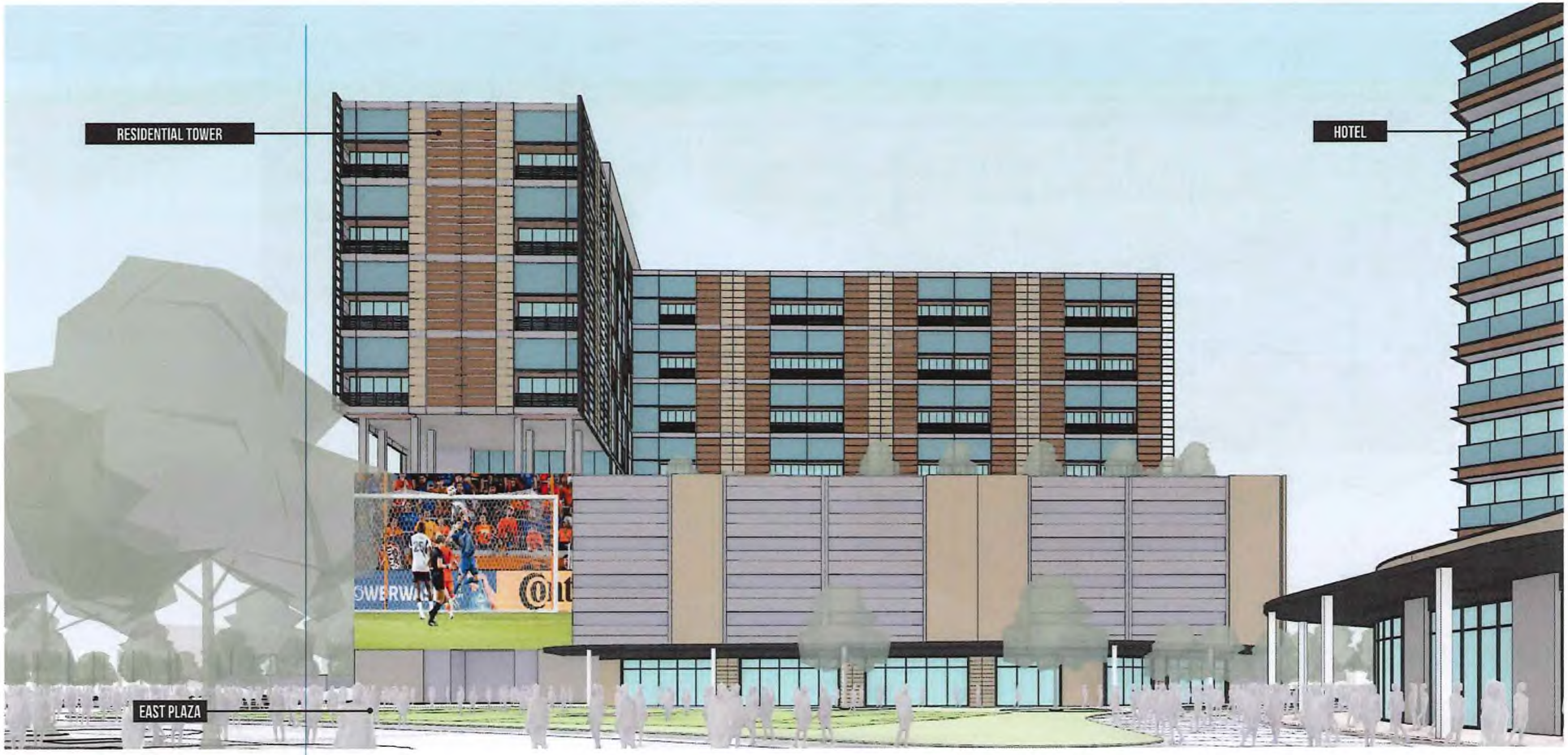
CONCEPTUAL MASTERPLAN






OFFICE C
OFFICE B
OFFICE D
OFFICE A
WEST PLAZA
STADIUM
RESIDENTIAL
EAST PLAZA
HOTEL

EAST SIDE: PLAZA - SUPPORTER ENTRY



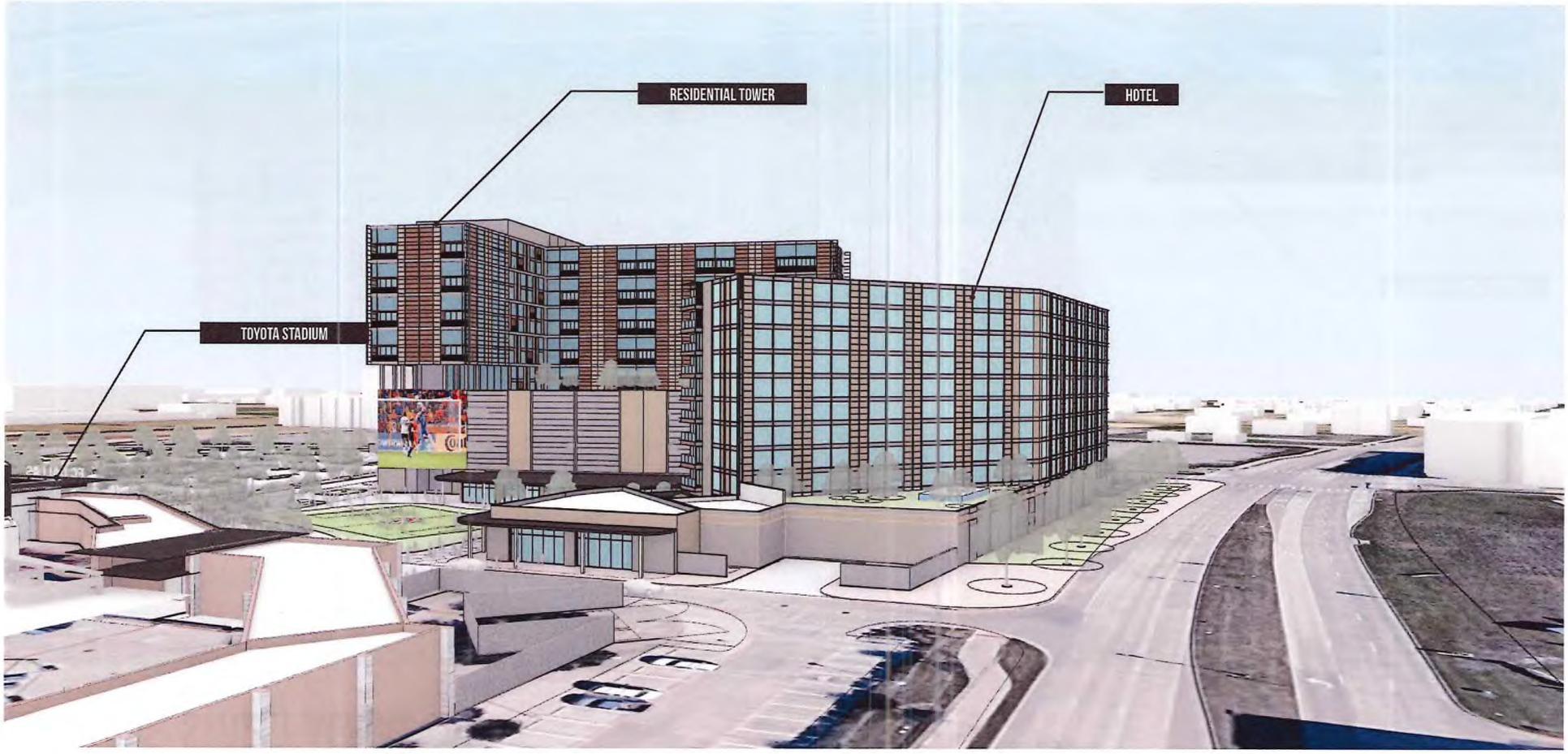
EAST SIDE: STREET EAST

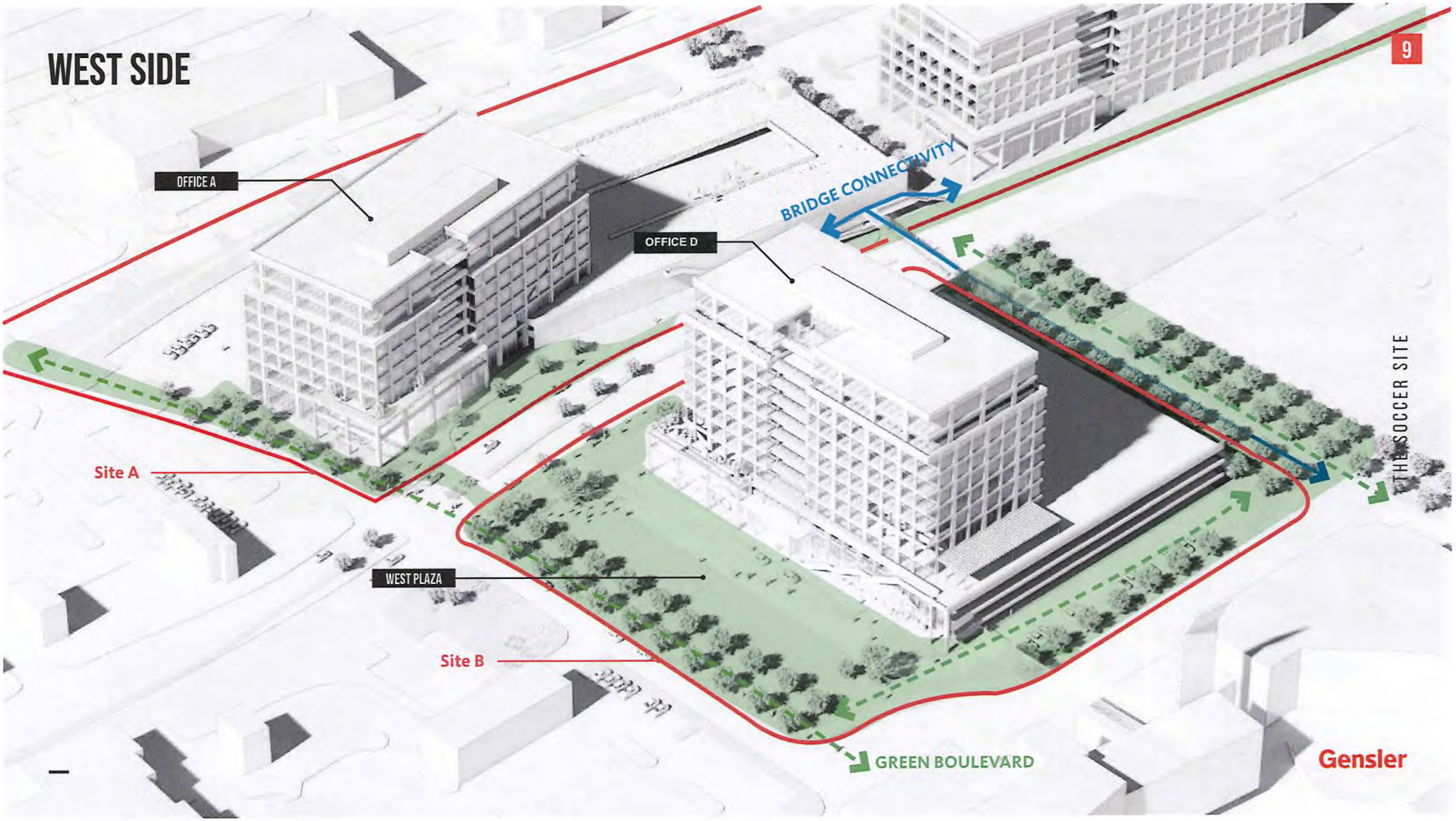


EAST SIDE: STREET AERIAL-EAST



EAST SIDE: STREET AERIAL-WEST




WEST SIDE
9
OFFICE A
OFFICE D
BRIDGE CONNECTIVITY
Site A
WEST PLAZA
Site B
GREEN BOULEVARD
THE SOCCER SITE
Gensler

WEST SIDE: OFFICE



WEST SIDE: OFFICE



WEST SIDE: OFFICE





Cawley Partners Gensler SWA

HKS OMNIPLAN FC DALLAS

EXHIBIT D
BUILDING MATERIALS STANDARDS

As used in this Agreement, the term "Building Materials Standards" shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Frisco's Zoning Ordinance, Ordinance No. 11-04-09, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto), including but not limited to Sections 4.07.09, 4.08.02, 4.09.03 and 4.12.03 of the Zoning Ordinance

2. The zoning ordinance applicable to the Property, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

3. Ordinance No. 2022-11-57, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

4. Ordinance No. 2022-11-53, International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

5. Ordinance No. 2022-11-56, International Mechanical Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

6. Ordinance No. 2022-11-55, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

7. Ordinance No. 2022-11-54, National Electrical Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

8. Ordinance No. 2022-11-58, International Residential Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

9. Ordinance No. 2022-11-52, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

10. Ordinance No. 19-11-111, National Fire Protection Association Code, Standard 13R and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

11. Ordinance No. 19-11-112, National Fire Protection Association Code, Standard 13 and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

12. Ordinance No. 2022-12-67, International Fire Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

13. Ordinance No. 2022-11-59, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

14. Ordinance No. 2022-11-60, International Swimming Pool and Spa Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

15. Ordinance No. 2022-11-61, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

16. Any other existing, future or successor ordinance, rule or regulation adopted by the Frisco City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building

EXHIBIT E
CERTIFICATIONS REGARDING EMPLOYMENT OF UNDOCUMENTED ALIENS

_____, a _____ ("Company") hereby certifies that Company, and the branches, divisions, and departments of Company, do not and will not knowingly employ an Undocumented Worker. For purposes of this certification "Undocumented Worker" means an individual who, at the time of employment, is not: (A) lawfully admitted for permanent residence to the United States or (B) authorized under law to be employed in that manner in the United States.

In the event that during the term of an agreement for a Public Subsidy from the City of Frisco, Company or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company must repay, within one hundred twenty (120) calendar days following receipt of written demand from the City of Frisco, the aggregate amount of any Public Subsidy received by Company from the City of Frisco, if any, plus Simple Interest at a rate of two percent (2%) per annum.

For the purposes of this Certification, "Public Subsidy" means a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in this state. The term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. "Simple Interest" is defined as a rate of interest applied only to an original amount of a grant payment made to Company by the City. This rate of interest can be applied each year or prorated as to partial years, but will only apply to the amount of subsidies received hereunder and is not applied to interest calculated. For example, if a subsidy payment received by Company is $10,000 and it is required to be paid back with one percent (1%) interest five years later, the total amount would be $10,000 + [5 x ($10,000 x 0.01)], which is $10,500. As provided by Chapter 2264 of the Government Code, this repayment obligation shall not apply to convictions of any affiliate of Company, any franchisee of Company, or any person or entity with whom Company contracts.

COMPANY:

By: _____
Name: _____
Its: _____