Tax Increment Reinvestment Zone #4 Board - Meeting
April 14, 2025 - 1:00 PM
1200 E. Broad St., Mansfield, TX 17063

1. **CALL MEETING TO ORDER**

2. **CITIZEN COMMENTS**
Citizens wishing to address the Board on agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Board as they are no able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK. All comments are limited to five (5) minutes. In order to be recognized during "Citizen Comments" please complete a blue card and present it to the City Secretary prior to the start of the meeting.

3. **RECESS INTO EXECUTIVE SESSION**
Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

4. **RECONVENE INTO REGULAR BUSINESS SESSION**

5. **NEW BUSINESS**

Discussion, Consideration, and Possible Action regarding a First Amendment to the Master Development Agreement for a Qualified Convention Center and Hotel Project

Presenters: Jason Moore, Executive Director of Economic Development
Attachments:
1. Exhibit A - First Amendment to Agreement
2. Master Development Agreement
3. Resolution
4. Contract of Sale

6. **ADJOURN**

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the April 14, 2025 Tax Increment Reinvestment Zone #4 Board Meeting Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on April 10, 2025 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

____

Keera Seiger, Assistant City Secretary

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 276-4207 at least three (3) business days in advance. Reasonable accommodation will be made to assist your needs.

City of Mansfield
Staff Report

Item ID: 25-505

Agenda Date: April 14, 2025

Title
Discussion, Consideration, and Possible Action regarding a First Amendment to the Master Development Agreement for a Qualified Convention Center and Hotel Project

Description/History
I. PURPOSE
The purpose of this report is to provide the TIRZ #4 Board and the public with an overview of the original Master Development Agreement (MDA) executed on October 30, 2024, between the City, the Board, and TerraViva Global, LLC ("Developer"), and to summarize the substantive changes included in the proposed First Amendment to the MDA. The First Amendment, along with associated conveyance documents and lease agreements, further refines the project scope, land development terms, and financing mechanisms.

II. BACKGROUND – RECAP OF THE MASTER DEVELOPMENT AGREEMENT
The original MDA outlines the planning, financing, construction, and operation of a Qualified Convention Center and two upper-upscale hotels—Hotel Carbon-Elite and Cache Legitimate/KUBO—on City-owned land within TIRZ #4. The agreement also includes the private development of parcels (Lot 3 and Lot 11) to support vertical mixed-use and medical uses.
Key features of the original MDA:

- The City leases Lots 10 and 7 to the Developer to construct the Convention Center and hotels.
- Developer agrees to a minimum capital investment of $225 million.
- Public infrastructure, including a structured parking garage and the convention center, will be conveyed or leased back to the Developer for operations.
- The City will sell two private parcels (Lots 3 and 11) to the Developer under a separate Contract of Sale.
- Hotel-generated taxes will support eligible project costs through reimbursements from the TIRZ Fund.

III. SUMMARY OF FIRST AMENDMENT TO THE MDA
The First Amendment introduces five significant changes to the MDA, which are summarized below:

1. Reconfiguration of Private Project Properties

- **Change**: Lot 11 has been removed from the agreement and replaced with six new development parcels: Steam, XO2 Tower Property, Boardwalk, CVL, Lavender Lamb, and KAI Legitimate.
- **Purpose**: This adjustment reflects refined development goals, enabling a broader mix of entertainment, commercial, and residential uses.
- **City Protection**: All properties will be conveyed under the same purchase price formula ($3/sf) and include automatic reverter provisions if the Developer fails to meet key

construction deadlines, ensuring land reverts to the City if performance fails.

2. Conveyance of the Hotel Carbon Parking Garage

- **Change**: The Parking Garage, originally a leasehold, will now be sold to the Developer.
- **Purpose**: This streamlines ownership and allows Developer control of the entire hotel-parking system.
- **City Protection**: Sale proceeds are deposited into the TerraViva TIRZ Account, and a restrictive covenant ensures the garage is operated to the standards in the MDA. If performance obligations aren't met, the City may enforce terms under land use covenants or seek legal remedies.

3. Conveyance of Cache Legitimate/KUBO Parking

- **Change**: Like the Carbon Garage, this parcel is now subject to sale rather than lease.
- **Purpose**: Supports integrated hotel-parking planning for Cache Legitimate/KUBO and supports Developer's financing strategy.
- **City Protection**: Same safeguards apply—restricted use covenants, fixed pricing, and deposits into the TerraViva TIRZ Account for infrastructure reimbursement.

4. Exhibit A-1 & Updated Legal Descriptions

- **Change**: Exhibit A-1 replaces the original site map and legal descriptions.
- **Purpose**: Provides clearer mapping and alignment with platted lot boundaries and amended project scope.
- **City Protection**: This update ensures that all conveyance documents, including contracts of sale and ground leases, tie directly to legal property descriptions approved by the City Council.

5. Clarification of Leased Parcels

- **Change**: Only properties labeled as Numbers 1, 2, 5, and 11 on the updated Exhibit A-1 are subject to ground leases; all others are proposed for fee simple sale.
- **Purpose**: Establishes which parcels remain City-owned (leased) versus privately held.
- **City Protection**: All ground leases are structured to revert the property to the City at nominal cost upon expiration or default. Additionally, future replatting will ensure the City maintains control over the foundational footprint of vertical structures.

IV. RISK AND CITY PROTECTIONS

Risk Exposure:
By transferring or leasing City-owned property to a private developer, the City assumes risk that the Developer may not complete construction or may fail to operate the facilities as intended. This could affect public return on investment, tax increment collections, and broader development momentum.

Mitigation Measures:

1. **Automatic Reverters**: Special warranty deeds include reversion clauses that allow the City to reclaim land if construction deadlines are not met.
2. **Ground Lease Controls**: Lease agreements contain detailed operating requirements aligned with Texas Tax Code Chapter 351 standards and require continued operation to “upper-upscale” hospitality standards.
3. **Land Use Covenants**: Even after conveyance, the City imposes long-term restrictive covenants to ensure properties remain compatible with the MDA’s goals.
4. **TIRZ Account Oversight**: Sale proceeds are placed into a segregated TIRZ account, only to be drawn by Developer for Qualified Project work on a reimbursable, progress-based basis.
5. **Council Approval Rights**: All leases and sales are subject to City Council approval of plans and tenants, especially for retail elements within the vertical mixed-use developments.

Strategic Initiative
Develop Strong Economy
Focus on the Future

Recommendation
To approve the First Amendment to the Master Development Agreement.

Funding Source
N/A

Prepared By
Jason Moore, Executive Director of Economic Development - (817) 728-3651

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR QUALIFIED CONVENTION CENTER AND HOTEL PROJECT

This **FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR QUALIFIED CONVENTION CENTER AND HOTEL PROJECT** ("First Amendment") is made by and between the City of Mansfield, a Texas home-rule municipal corporation (the "City"), the Board of Directors of Reinvestment Zone Number Four in the City of Mansfield, Texas (the "Board"), and TerraViva Global, LLC, a Texas limited liability company and/or assigns ("Developer"). The City, Board, and Developer may sometimes hereafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City, Board, and Developer are parties to a Master Development Agreement for Qualified Convention Center and Hotel Project dated as of October 30th, 2024 ("Agreement"), as further described in the Agreement; and

WHEREAS, the parties desire to amend the Agreement as herein set forth in this First Amendment, and

WHEREAS, the recitals in the Agreement are incorporated into this First Amendment as if fully set forth herein, except as amended by this First Amendment, and defined terms shall have the meaning assigned to such terms in the Agreement, unless otherwise defined herein.

AGREEMENT

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

1. **The "Private Project Properties".**

   i. The "Private Project Properties" as that term is defined in the Agreement and all references to the Private Project Properties shall be amended to delete Lot 11 (as originally shown in Exhibit A) from the Agreement and shall include the following additional properties:

      a. the property identified as Number 13 "Steam" on the attached **Exhibit A-1**, which is also identified as Lot 3, Block 2, Final Plat of Staybolt Entertainment Addition, City of Mansfield, Tarrant County, Texas, consisting of approximately 4.314 acres or 187,931 square feet;

      b. the property identified as Number 3 (labeled as XO2 .79 acres, or 34,459 square feet) on the attached **Exhibit A-1** (the "XO2 Tower Property");

c. the property identified as Number 8 (labeled as Boardwalk 2.29 acres) (the "Boardwalk Property"), as generally shown on the attached **Exhibit A-1**, and subject to final survey and platting;

d. the property identified as Number 9 (labeled as CVL 1.67 acres) (the "CVL Property"), as generally shown on the attached **Exhibit A-1**, and subject to realignment of Heritage Parkway as shown on **Exhibit A-1**;

e. the property identified as Number 10 (labeled as Lavender Lamb 3.28 acres) (the "Lavender Lamb Property"), as generally shown on the attached **Exhibit A-1**, and subject to realignment of Heritage Parkway as shown on **Exhibit A-1**;

f. the property identified as Number 12 (labeled as KAI Legitimate 2.76 acres) (the "KAI Legitimate Property"), as shown on the attached **Exhibit A-1**; and

g. the property identified as Lot 3 in the original agreement may also referred to in the Agreement as Number 7 on the attached **Exhibit A-1**.

ii. All terms and conditions of the Agreement relating to Lot 3 are hereby amended to also include reference to the property identified as Number 13 "Steam" on the on the attached **Exhibit A-1**, which is also identified as "Lot 3, Block 2, Final Plat of Staybolt Entertainment Addition, City of Mansfield, Tarrant County, Texas, consisting of approximately 4.314 acres or 187,931 square feet", as also shown on the attached **Exhibit A-1**. The Developer shall develop the property identified as Number 13 "Steam" under the same terms and conditions of the Agreement relating to Lot 3 in the Agreement.

iii. All references to the XO2 Tower and the terms and conditions of the Agreement relating to the XO2 shall be amended to refer to the property identified as Number 3 (labeled as XO2 .79 acres, or 34,459 square feet) on the attached **Exhibit A-1** (the "XO2 Tower Property"). The XO2 Tower Property shall be purchased by the Developer, under the same price, terms, and conditions of Sections 3.1 and 4.1 in the Agreement.

iv. The Boardwalk Property, the CVL Property, the Lavender Lamb Property, the KAI Legitimate Property, and the Steam Property shall all be purchased, under the same price, terms, and conditions of Sections 3.1 and 4.1 in the Agreement.

2. **Parking Garage (Hotel Carbon – Elite).** The Agreement is hereby amended to provide that the "Parking Garage", as that term is defined in the Agreement, shall

be conveyed to Developer under the same price, terms, and conditions of Section 4.1 in the Agreement. The Parking Garage is shown on the property identified as Number 4 (labeled as the Hotel Carbon Parking - consisting of approximately 3.33 acres or 145,200 square feet) on the attached **Exhibit A-1**. All references relating to the Ground Lease of Parking Garage are hereby removed from the Agreement.

3. **Parking (Cache Legitimate/KUBO Parking).** The Agreement is hereby amended to provide that the property identified as Number 6 (labeled as the Cache Legitimate/KUBO Parking consisting of approximately 4.62 acres or 201,317 square feet) on the attached **Exhibit A-1**, shall be conveyed to Developer under the same price, terms, and conditions of Sections 3.1 and 4.1 in the Agreement.

4. **Exhibit A-1.** The Parties agree that **Exhibit A-1**, which is attached to this First Amendment identifies the description of the Property for the Project, and **Exhibit A-1** shall control and supersede the original Exhibit A in the event of a conflict. The original Exhibit A is also amended to restate comment No. 2, which shall read as follows: "The Private Project Properties are identified as "Number 13 "Steam"", "Number 3", "Number 7", "Number 8", "Number 9", "Number 10", and "Number 12" on the map on **Exhibit A-1** attached hereto."

5. **Exhibit B.** The Parties agree that **Exhibit B**, which is attached to this First Amendment identifies the Zone in accordance with the final Project and Finance Plan for the Zone, and **Exhibit B** hereby replaces the original **Exhibit B** in its entirety.

6. **Ground Lease Properties**. The properties identified as Numbers 1, 2, 5, and 11 on the attached **Exhibit A-1**, are to be leased to Developer in accordance with the Agreement (each a "Leased Parcel and collectively the "Leased Parcels"). The parties hereby agree that upon Approved Plans for improvements to be constructed on any Leased Parcel, the City and Developer will work together to obtain a replat of the Leased Parcel so that portion of the Property with vertical improvements (the building), shall be a separate lot from the rest of the Leased Parcel. Meaning the location of the building foundation for a vertical structure shall be its own lot and the remaining portion of the Leased Parcel (driveways, green areas, sidewalks, etc.) shall be its own lot. However, the Leased Parcels that are part of the Qualified Project Properties may share common infrastructure or facilities in accordance with Texas Tax Code Sec. 351.151. All references to the term "Ground Lease" in the Agreement shall mean and refer to that certain ground lease of the properties identified as Numbers 1, 2, 5, and 11 on the attached **Exhibit A-1** to the Developer as lessee by the City as lessor, and the Leased Parcels shall be subject to the terms and conditions of Section 4.2 of the Agreement. However, for purposes of Texas Tax Code Ch. 351, the Ground Lease for the property identified as Number 11, shall not be considered part of the Qualified Project, and lease of the same shall

require approval of (1) the Mansfield Parks Development Corporation; and (2) the current operators of the property identified as Number 11.

7. **ROFR**. Section 4.1.2 is hereby deleted in its entirety and is of no further force or effect.

8. The parties agree that Subsection 5.1(i) "Escrow Account" of Section 5 is deleted and replaced in its entirety to read as follows:

"TerraViva TIRZ Account. In accordance with Section 311.014(a) of the TIRZ Act, the City shall deposit the proceeds from the sale of the properties identified as Numbers 3, 4, 6, 7, 8, and 13 on the attached **Exhibit A-1** in a separate account in the TIRZ Fund (the "TerraViva TIRZ Account"). The Developer may request to draw-down funds from the TerraViva TIRZ Account beginning after it begins pouring the foundation of the Qualified Convention Center Facility, and on a monthly basis thereafter for work performed on the Qualified Project Properties to ensure funds are available for full development of the Qualified Project Properties. The Developer's written request shall be made on a payment application form provided by the City. The City shall review and verify the Developer's written request and approve the same in writing, which approval shall not be unreasonably withheld, conditioned, or delayed beyond thirty (30) days after written request by the Developer."

9. The parties agree that Section 3.1 of the Agreement is deleted a and replaced in its entirety to read as follows:

"Contract of Sale. Within one hundred and eighty (180) days of the Effective Date, plus any days required by the City to prepare the Private Project Properties for development by Developer, such as zoning, subdividing, platting, amending the Project and Finance Plan for the Zone, Developer shall execute the Contract of Sale for the Private Project Properties and any exhibits of the Contract of Sale requiring Developer's execution."

10. Section 3.5 of the Agreement is amended to add the following at the end of Section 3.5: "The City and the Board, as applicable, shall not unreasonably withhold, condition or delay the granting of the Building Final or the Certificate of Occupancy for the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Facility(ies)."

11. The parties agree that Section 4.1(b) of the Agreement is deleted a and replaced in its entirety to read as follows:

"Developer shall close on the Private Project Properties from the City on or prior to June 30, 2025 (provided, that Developer shall have one option to extend this closing date for one period of thirty (30) days), except that closing of the Boardwalk Property shall be subject to final survey and platting, and closing of the CVL Property and the Lavender Lamb Property shall be subject to realignment of Heritage Parkway as shown on **Exhibit A-1**, and the Contract of Sale shall include a provision acknowledging the same; and"

12. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution of this First Amendment may be accomplished by facsimile or electronic signatures and shall be deemed fully executed upon the exchange among the parties of signed facsimile or electronic copies of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers and to be effective as of the last date set forth below.

TERRAVIVA GLOBAL, LLC

a Texas limited liability company

By: Richard Shawn Ellis

Name: Richard Shawn Ellis

Title: Manager

Date: 4/3/2025

CITY OF MANSFIELD, TEXAS

____
Joe Smolinski, City Manager, or designee

Date: ______________________________

ATTEST:

____
Susana Marin, City Secretary

BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER FOUR, CITY OF MANSFIELD

____
Chairman

Date: ______________________________

EXHIBIT A-1

THE PROPERTY

This **Exhibit A-1** is subject to the following: The Approved Plans and the site plan for each respective Lot will be subject to approval by the City prior to Commencement of Construction of each respective Lot.

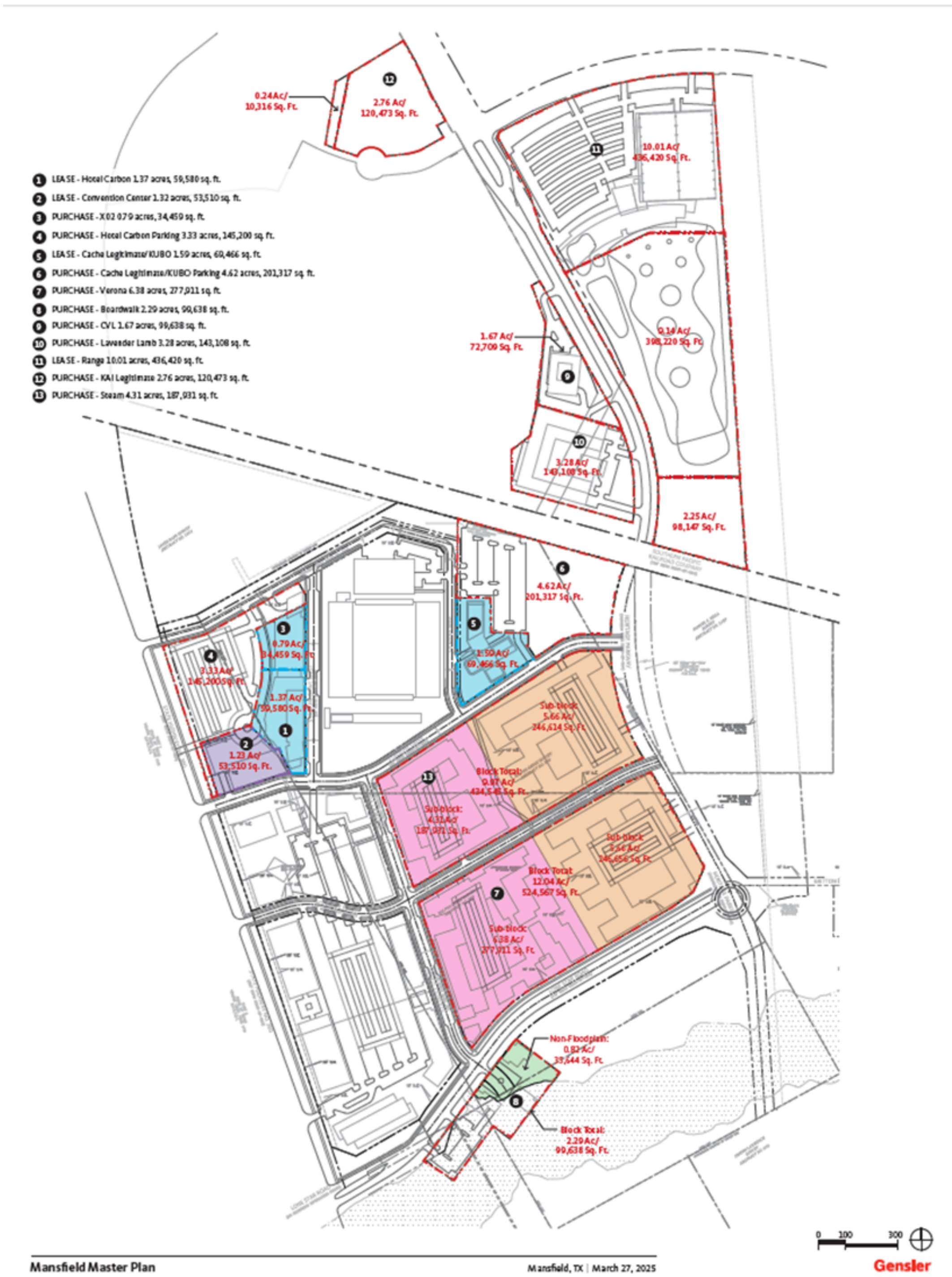
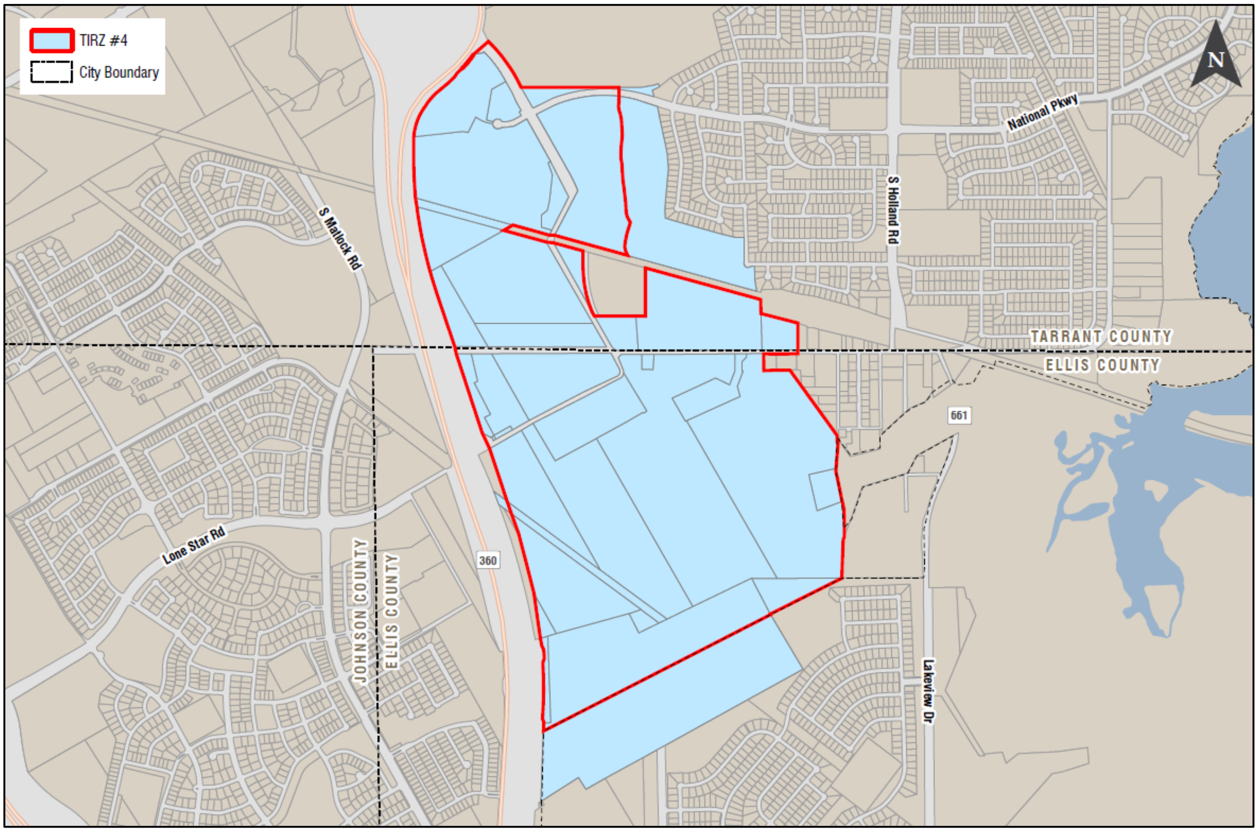


EXHIBIT B

THE ZONE



Certificate Of Completion

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Subject: First Amendment to Master Development Agreement for Qualified Convention Center & Hotel Project

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Signer Events	Signature	Timestamp
Richard Shawn Ellis shawn@houseoftangram.com CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/3/2025 6:31:24 PM ID: c84b58ad-e3ca-4f13-8e9b-217f0b12f3c9	Richard Shawn Ellis Signature Adoption: Pre-selected Style Using IP Address: 174.231.89.88 Signed using mobile	Sent: 4/3/2025 4:25:07 PM Viewed: 4/3/2025 6:31:24 PM Signed: 4/3/2025 6:31:31 PM
Susana Marin susana.marin@mansfieldtexas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/4/2025 8:29:13 AM ID: 7aee02d2-bebe-4a7e-860e-a5dad376bd20		Sent: 4/3/2025 4:25:08 PM Viewed: 4/4/2025 8:29:13 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christy Pennington cpennington@clarkhill.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 4:25:08 PM Viewed: 4/4/2025 11:40:36 AM
David Ovard dovard@clarkhill.com Member David Ovard Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/3/2025 4:25:08 PM Viewed: 4/3/2025 4:35:14 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 1/16/2024 10:08:04 AM ID: 77cfeb78-e596-4574-99b6-20bf9da3a577		
Dean Roggia droggia@toase.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 4:25:09 PM
Krishna Nimmagadda kk@letscapitalize.com Manager Capitalize Ventures LLC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 4:25:07 PM Viewed: 4/3/2025 8:15:58 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2025 4:25:09 PM
Certified Delivered	Security Checked	4/4/2025 8:29:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Clark Hill PLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Clark Hill PLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: wshelton@clarkhill.com

To advise Clark Hill PLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at wshelton@clarkhill.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Clark Hill PLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to wshelton@clarkhill.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark Hill PLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to wshelton@clarkhill.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Clark Hill PLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Clark Hill PLC during the course of your relationship with Clark Hill PLC.

MASTER DEVELOPMENT AGREEMENT

FOR

QUALIFIED CONVENTION CENTER AND HOTEL PROJECT

BETWEEN

THE CITY OF MANSFIELD, TEXAS

AND

THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER FOUR

AND

TERRAVIVA GLOBAL, LLC

Dated: October 30, **2024**

MASTER DEVELOPMENT AGREEMENT
FOR
QUALIFIED CONVENTION CENTER AND HOTEL PROJECT

This Master Development Agreement for Qualified Convention Center and Hotel Project ("Agreement") is made by and between the City of Mansfield, a Texas home-rule municipal corporation (the "City"), the Board of Directors of Reinvestment Zone Number Four in the City of Mansfield, Texas (the "Board"), and TerraViva Global, LLC, a Texas limited liability company and/or assigns ("Developer"). The City, Board, and Developer may sometimes hereafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City created Reinvestment Zone Number Four, City of Mansfield, Texas (the "Zone") by Ordinance 2285-22 on December 12, 2022, pursuant to Chapter 311, Texas Tax Code, as amended (the "TIRZ Act"); and

WHEREAS, the City is a home rule municipality with a population of 70,000 or more but less than 150,000 that borders Joe Pool Lake, and the City owns undeveloped land located in the Zone, which is identified as Lot 10 and Lot 7 and is generally depicted on the attached **Exhibit A** (the "Qualified Project Properties"); and

WHEREAS, the Developer desires to provide the planning, design, construction, and commissioning of two full-service, upper-upscale "Qualified Hotel(s)" and a public "Qualified Convention Center Facility" with related public "Infrastructure" and a Parking Garage (defined below), as the terms "Qualified Hotel(s)" "Qualified Convention Center Facility" and "Infrastructure" are defined in Texas Tax Code Ch. 351 (collectively the "Qualified Project"); and

WHEREAS, the Qualified Hotels will carry the Brand(s) (defined below) of "Hotel Carbon – Elite" and "Hotel Cache Legitimate/KUBO", and are designated by the City as Qualified Hotels pursuant to Texas Tax Code Ch. 351 and are part of the Qualified Project and will be located on land owned by the City, and (i) Hotel Carbon – Elite will be connected to the Qualified Convention Center Facility, and (ii) Cache Legitimate/KUBO will have an exterior wall that is located not more than 1,000 feet from the nearest exterior wall of the Qualified Convention Center Facility; and

WHEREAS, the Qualified Convention Center Facility will be constructed by the Developer and (A) will be primarily used to host conventions or meetings; (B) will be wholly owned by the City, and none of which will be owned through an undivided common interest; (C) will be connected to Hotel Carbon – Elite, or have an exterior wall that is located not more than 1,000 feet from the nearest exterior wall of Cache Legitimate/KUBO; (D) will not be located in Hotel Carbon – Elite or any other structure but may share common infrastructure or facilities with Hotel Carbon – Elite, such as a fiber optics, heating, ventilation, and air-conditioning system, electrical system, or kitchen; (E) has at least 22,000 square feet of continuous meeting space; and (F) is configurable to simultaneously accommodate multiple events described by (A) above of different sizes and types; and

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WHEREAS, the Developer has been selected by the City and the Board to provide a development team that includes an architect, engineer, General Contractor, and operator for the Qualified Project, and the City and Board find that the Developer is the most highly qualified developer to design, construct, operate, and fund the Qualified Project; and

WHEREAS, the City desires that the Developer undertake the development of the Qualified Project in order to serve the needs of the City to promote tourism and the convention and hotel industry, and the Qualified Project will generate a measurable amount of municipal hotel occupancy taxes, a portion of which may be used to pay debt service on City obligations issued to construct certain public improvements relating to the Zone and the Qualified Project; and

WHEREAS, the Parties intend that the development of the Qualified Project will proceed as follows: (i) the City will lease Lot 10 and Lot 7 to the Developer on which the Qualified Convention Center Facility and the Qualified Hotels will be constructed; (ii) the Developer will construct two full-service, upper-upscale Qualified Hotels on Lot 10 and Lot 7 with Hotel Carbon – Elite (Lot 10) consisting of a minimum of 144 rooms with (a) two pro floors, (b) no less than two (2) destination restaurants on site, (c) performance and recovery centers, and (d) a publicly accessible covered aerial walkway, designed and approved by Developer, connecting to the "Feild Live" floor of the adjacent High Five Development; and Hotel Cache Legitimate/KUBO (Lot 7) consisting of a minimum of 200 rooms which will be connected to Hotel Carbon-Elite through fiber-optics and other high-technology improvements; (iii) the Developer will construct and dedicate or convey at no cost to the City, except as expressly provided for herein, the public Qualified Convention Center Facility and related on-site Infrastructure (collectively the "Convention Center") and a structured Parking Garage on Lot 10 with sufficient public parking spaces as is customary and standard for such facility (the "Parking Garage"); and (iv) the City will lease the Qualified Convention Center Facility, related on-site Infrastructure, and the Parking Garage to the Developer as stated herein to be operated as public City facilities; and

WHEREAS, the City and Board are authorized by Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Gov't Code, and Chapter 311 of the Texas Tax Code to enter into agreements that benefit the Zone and to provide economic development grants and incentives to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the Developer will privately fund the Qualified Project, in an amount sufficient for the purposes of designing, constructing, furnishing, and Equipping (defined below) the Qualified Hotels, Qualified Convention Center Facility, and the Parking Garage in a manner satisfactory to the City; and

WHEREAS, this is a Qualified Project as that term is defined in Texas Tax Code Ch. 351, and as further described in Resolution RE-4155-24, as amended, which was adopted by the City on January 22, 2024; and

WHEREAS, to benefit the Qualified Project, a portion of the revenue derived from the tax imposed under Texas Tax Code Ch. 351 and collected by the Qualified Hotels will be used for the

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payment of contractual obligations authorized under Texas Local Gov't Code Ch. 380 and incurred pursuant to this Agreement for the Qualified Project; and

WHEREAS, pursuant to Texas Gov't Code Section 2303.5055 and other law, as applicable, the City desires that the Texas Comptroller of Public Accounts rebate eligible tax proceeds directly to the City, or that the same be assigned to the Developer pursuant to the terms of this Agreement and in accordance with applicable law; and

WHEREAS, City and Board desire for Developer to design and build the Qualified Hotels, Qualified Convention Center Facility, and the Parking Garage within the Qualified Project Properties, in accordance with the Approved Plans and the Project and Finance Plan for the Zone, or the Board's approval of any amendments to the Project and Finance Plan for the Zone; and

WHEREAS, pursuant to the Contract of Sale (defined below) and this Agreement, the City desires to convey to the Developer fee title, free and clear of all liens and encumbrances, to (i) Lot 11 for the design, construction, and development of the XO2 Tower, which will consist of a minimum of two (2) floors of outpatient medical services with ten (10) for-sale condominium suites; and (ii) Lot 3 for the development of a vertical mixed-use development consisting of a minimum of three-hundred and sixty (360) residential units above first floor commercial podium retail space, in accordance with the Approved Plans and as authorized by Texas Tax Code Ch. 311 and Texas Local Gov't Code Ch. 253, and Developer agrees to develop and maintain Lot 11 and Lot 3, which are generally depicted on the attached **Exhibit A** (collectively the "Private Project Properties") in accordance with this Agreement; and

WHEREAS, the Qualified Project Properties and the Private Project Properties may be referred to collectively as the "Property" or the "Properties" in this Agreement; and

WHEREAS, in accordance with Section 311.010 of the Act, the City and the Board, as necessary or convenient to implement the adopted Project and Finance Plan, and achieve its purposes, may enter into agreements to implement the Project and Finance Plan for the Zone and establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the TIRZ Fund of the Zone; and

WHEREAS, this Agreement constitutes a program of the City and the Board, and the competitive bidding requirements of Texas Local Gov't Code Ch. 252 do not apply to the dedication, pledge, or other use of revenue in the TIRZ Fund for the Zone, and by approval of the City Council, the Board has all the powers of a municipality under Chapter 380, Texas Local Gov't Code; and

WHEREAS, in accordance with the adopted Project and Finance Plan, the City and Board find that the lease of the Qualified Project Properties and the sale of the Private Project Properties to the Developer under this Agreement are advisable to implement the Project and Finance Plan for the Zone, and are in compliance with the Tax Increment Financing Act, Chapter 311, Texas

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Tax Code, and will be made in furtherance of economic development programs authorized under Chapter 380, Texas Local Gov't Code, and are eligible projects that will generate ad valorem and sales tax revenue and encourage the regeneration of public funds; and

WHEREAS, the City and the Board find that development of the Property and payments, if any, from the TIRZ Fund to Developer and any grants or incentives provided in this Agreement will serve the public purposes of: (i) developing and diversifying the economy of the Zone and the State of Texas (the "State"); (ii) eliminating unemployment and underemployment in the State and Zone; (iii) developing and expanding commerce in the State and Zone; (iv) stimulating business and commerce within the State and Zone; and (v) promoting development and redevelopment within the State and Zone; and

WHEREAS, the City and Board have concluded and hereby find that this Agreement promotes economic development in the City, 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 and City, by eliminating unemployment or underemployment in the State and City, and will enhance business and commercial activity within the State and City.

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

ARTICLE 1
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Affiliate" of Developer means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

"Approved Plans" means the plans and specifications relating to the design, construction, and Equipping of the Property, inclusive of any change orders thereto, which are in compliance with all City rules and regulations, and approved by the City Council, in its reasonable discretion.

"Brand" means the upper-upscale hotel brand of the Qualified Hotels as approved by the City. Such Brand shall never be below that of Comparable Hotel Properties during the Term of this Agreement.

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"Building Final" means the approval of the final inspection issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish-out for Developer, or for its tenant(s).

"Capital Investment" shall mean Developer's capitalized costs for the design and construction of the Qualified Project and the Private Project Properties (inclusive of all hard and soft costs). Capital Investment does not include the cost of the of acquisition of the Private Project Properties, land, or rights-of-way.

"Captured Appraised Value" means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year less the Tax Increment Base.

"Certificate of Occupancy" means the document issued by the City certifying that a building is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

"City" means the City of Mansfield, Texas.

"Commencement of Construction" means (i) the plans have been prepared and submitted to all applicable governmental authorities have been obtained for construction of improvements to the respective Qualified Project Properties or the Private Project Properties, as applicable; and (ii) all necessary permits for the construction of improvements to the respective Qualified Project Properties or the Private Project Properties, as applicable, have been issued by the applicable governmental authorities.

"Comparable Hotel Properties" means hotels that (i) are upper-upscale, full-service, convention center headquarter hotels (not including so-called "budget" or "limited service" hotels or motels); (ii) has at least one hundred and forty-four (144) rooms (Lot 10) or two hundred (200) rooms (Lot 7); (iii) contain features, finishes, and amenities that are available in hotels of similar age that are at all times during the term of the Ground Lease maintained in a condition no less than that required by the hotel operating standard acceptable to the City and are considered to be upper-upscale, full-service, convention center headquarter hotels; and (iv) are located within the continental United States.

"Contract of Sale" means the contract of sale to be provided by the City for the Private Project Properties and executed by the parties after finalization of the Approved Plans for the Private Project Properties, which are subject to final approval by the City Council.

"Director" means the City's Economic Development Director or his authorized designee.

"Effective Date" means the date this Agreement is fully executed by the parties.

"Equipping" means those items of furnishings, fixtures, equipment, accessories, and materials for use in the operation of the improvements to be constructed on the Properties.

"Event of Bankruptcy or Insolvency" means the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's

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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.

"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 construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; and (g) laws or regulations which would prohibit or delay a party's actions required hereunder; (h) 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: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate, other than industry or nationwide strikes or labor disputes; (x) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; or (y) any delay, default or failure (financial or otherwise) of the General Contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the projects contemplated under this Agreement.

"General Contractor" means the contractor(s), as selected by the Developer and approved by the City pursuant to this Agreement.

"Ground Lease" means that certain lease of Lot 10 and Lot 7 to the Developer as lessee by the City as lessor.

"Impositions" mean 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 Developer or the Property, or any property or any business owned by Developer or within the City.

"Parking Garage" a structured parking facility with a number of parking spaces consistent with a hotel operating standard acceptable to the City that is maintained by the Developer and open to the general public to serve Hotel Carbon – Elite, the Qualified Convention Center Facilities, and the surrounding stadium, retail, entertainment, and restaurant space.

"Project and Finance Plan" means the final project plan and finance plan adopted by the City and the Board for the TIRZ required by the TIRZ Act, as amended.

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"Tax Increment" means the total amount of property taxes levied and collected by the City for a calendar year on the Captured Appraised Value of real property taxable by the City and located in the Zone.

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

"Tax Increment Base" means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year in which the Zone was designated by the City.

"Taxable Value" shall mean the appraised value of the Properties as certified by the Tarrant Appraisal District, or its successor, for a given Tax Year.

"TIRZ Fund" means the funds deposited by the City in the Tax Increment fund for the Zone.

"Term" means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2
TERM

2.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until (1) the Parties have fully satisfied all terms and conditions of this Agreement, or (2) upon the expiration of thirty (30) years, whichever occurs first, unless sooner terminated as provided herein.

ARTICLE 3
DEVELOPER OBLIGATIONS

3.1 Contract of Sale. Within ninety (90) days of the Effective Date, plus any days required by the City to prepare the Private Project Properties for development by Developer, such as zoning, subdividing, platting, amending the Project and Finance Plan for the Zone, Developer shall execute the Contract of Sale for the Private Project Properties and any exhibits of the Contract of Sale requiring Developer's execution.

3.2 Compliance with Laws. Development of the Properties must be done in accordance with the Approved Plans and all applicable federal, state and local laws, codes, and regulations. The Developer consents and agrees to the zoning of the Property pursuant to City Ordinance 2262-22, "S, South Mansfield Form-Based Development District", which was adopted by the City on June 27th, 2022, and that such zoning is consistent with this Agreement.

3.3 Regulations Regarding Building Products, Materials, or Methods. The parties find that each Property constitutes an area of architectural importance and significance and the City Council of City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants

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and conditions contained herein and pursuant to §3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Approved Plans and the Zoning District (collectively the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard 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. The parties agree that: (a) the City will not issue any permits for the Property in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Developer's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City and Board to authorize the payments to Developer described herein; (d) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

3.4 Commencement of Construction. Developer must achieve:

(1) Commencement of Construction of the Qualified Convention Center Facility, Hotel Carbon – Elite, Parking Garage (Lot 10), and Vertical Mixed-Use Development (Lot 3) no later than December 1st, 2025; and

(2) Commencement of Construction of Hotel Cache Legitimate/KUBO (Lot 7) no later than December 1st, 2026; and

(3) Commencement of Construction of XO2 Tower (Lot 11) by December 1st, 2027.

3.5 Building Final and Certificate of Occupancy. Developer must receive a Building Final and Certificate of Occupancy for the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10) no later than December 1st, 2027.

3.6 Property Maintenance. Developer agrees that it or its designee shall be responsible for the continuous and perpetual operation and maintenance of the Properties in accordance with all applicable federal, state and local laws, codes, and regulations during the Term of this Agreement.

3.7 Intentionally Deleted.

3.8 Capital Investment. The minimum Capital Investment for the Properties shall be at least Two Hundred and Twenty Five Million dollars ($225,000,000) as of the date the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10), Vertical Mixed-

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Use Development (Lot 3), and Hotel Cache Legitimate/KUBO (Lot 7) receive a Building Final. The Developer shall, within thirty (30) days after receiving a Building Final deliver to the Director copies of invoices, bills, receipts and such other information as may be reasonably requested by City or Board to document compliance with the required minimum Capital Investment.

3.9 Intentionally Deleted.

3.10 Vertical Mixed Use Development. To further serve the public and economic development purposes of this Agreement, the Developer shall provide a list of potential podium retail tenants to the City for the City's preliminary approval prior to Completion of Construction of the Lot 3 first floor commercial podium retail space. The final list of tenant(s) of the Lot 3 first floor commercial podium retail space must be submitted to the City for approval prior to tenant occupancy. Podium retail tenant(s) must provide a high quality destination experience acceptable to the City. A high quality destination experience is a retail, restaurant, and/or entertainment business that attracts customers from the Dallas-Fort Worth metropolitan region or beyond due to the unique and exclusive nature of the business which, as a minimum qualification to determine exclusivity, will have established less than five (5) similar business locations in the Dallas-Fort Worth metropolitan region. Accordingly, the City Manager may determine if a tenant is acceptable to the City and may reject or approve any tenant(s), which approval shall not be unreasonably withheld. The Developer may appeal the City Manager's determination to the City Council, which shall be made in writing by the Developer.

ARTICLE 4
PAYMENTS

4.1 Conveyance of Private Project Properties. The City owns the Private Project Properties and development of the Private Project Properties is necessary to implement the Project and Finance Plan in accordance with Section 311.008 of the TIRZ Act and Texas Local Gov't Code Ch. 253, as applicable. As such, the City and the Board find that it is advisable that the Developer shall be able to purchase the Private Project Properties from the City upon the following conditions:

(a) The price for the Private Project Properties shall be the total square footage of Lot 11 and Lot 3 multiplied by $3.00 per square foot, with such payment to be made to the City with cash payable at the closing of the conveyance of the Private Project Properties to the Developer; and

(b) The Developer's right to purchase the Private Project Properties from the City shall expire upon the expiration of one hundred and eighty (180) days from the Effective Date of this Agreement, and the Contract of Sale shall include a provision acknowledging the same; and

(c) To ensure compliance with Texas Local Gov't Code Ch. 253 and to ensure the public purposes of the City and the Board are satisfied, the special warranty deed to the Developer shall include an automatic reverter if the Developer fails to achieve Commencement of Construction of XO2 Tower (Lot 11) by December 1st, 2027. The public purposes of the City and the Board shall be considered satisfied and the City will release the automatic reverter if the

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developer achieves Commencement of Construction of XO2 Tower (Lot 11) by December 1st, 2027.

4.1.1 Expanded Zone Properties: The City Council shall consider an ordinance expanding the boundaries of the Zone and adopting or amending the Project and Finance Plan for the Zone to include the properties shown on **Exhibit B-1** (the "Expanded Zone Properties") no later than December 31, 2024. After expansion of the Zone, the City owned properties shown on **Exhibit B-1** shall also be conveyed to the Developer under the same price, terms, and conditions of Section 4.1(a) through (c) above, subject also to: (1) City approval of the Approved Plans for each of the Expanded Zone Properties; (2) the Board's approval and amendment to the Project and Finance Plan for the Zone to include the Expanded Zone Properties as eligible projects in the Zone; (3) approval by the Mansfield Parks Development Corporation as it relates to the golf course property; and (4) the execution of any lease, operation, or any other agreements determined by the Parties to be necessary to compete the transactions. Notwithstanding any other provision in this Agreement, the Developer may automatically terminate this Agreement if the City fails to expand the boundaries of the Zone and adopt or amend the Project and Finance Plan for the Zone as provided in this Section 4.1.1. Alternatively, if the City fails to expand the Zone and adopt or amend the Project and Finance Plan for the Zone as provided in this Section 4.1.1., the Developer may elect to increase the room densities of the Qualified Hotels to provide the number of rooms determined by the Developer to be commercially necessary to support the Qualified Convention Center Facility.

4.1.2 Lot 9: During the Term of this Agreement, if the City designates any portions of Lot 9, as is generally depicted on the attached **Exhibit A**, for retail use of any kind, Developer shall have a Right of First Refusal ("ROFR") to purchase those portions of Lot 9, which shall be conveyed to Developer under the same price, terms, and conditions of Section 4.1. The ROFR shall be subject to Developer providing a high quality destination experience acceptable to the City as described in Section 3.10, and successful negotiation and execution of a development agreement for Lot 9 on terms mutually acceptable to the Parties. The Parties shall agree to the form of the ROFR and execute the same within sixty (60) days of the is Agreement. A memorandum of the ROFR shall be filed in the Official Property Records of Tarrant County, Texas within seventy-five days of the execution of this Agreement.

4.2 Ground Lease of Qualified Project Properties. The parties agree that the Qualified Project Properties (Lot 10 and Lot 7) will be continued to be owned by the City as provided in this Agreement. The City as "Lessor" will enter into a Ground Lease with the Developer as "Lessee" with rental in the amount of twelve dollars per year ($12.00), which shall continue for a term of fifteen (15) years, or until the tenth (10th) anniversary of the date Hotel Carbon – Elite is open for initial occupancy, whichever occurs sooner. Such Ground Lease shall include the lease of all interest the City may have in and to the Qualified Project Properties, Convention Center, Parking Garage, and the Qualified Hotels. During the term of the Ground Lease, Developer, or a third party selected by Developer, shall operate the Convention Center, Parking Garage, and the Qualified Hotels without interference by the City. Upon expiration of the term of the Ground Lease, the Qualified Project Properties and all improvements owned by the City thereon, including but not limited to the Parking Garage and any interest in the Qualified Hotels (but expressly excluding the Qualified Convention Center Facility and the portion of the Qualified Project Properties upon

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which it is located which shall be retained by the City), will be conveyed in fee simple, free and clear of all liens and encumbrances, to the Developer for ten dollars ($10.00) and other good and valuable consideration by special warranty deed in accordance with Texas Local Gov't Code Ch. 253 and Texas Tax Code Ch. 311. However, the parties agree that the special warranty deed will include land use restriction terms and conditions as a covenant running with the land that will obligate the Developer, or its Affiliates, or any future owners of the property to continue to operate and maintain the Qualified Project Properties in accordance with the Brand and Comparable Hotel Properties standard set forth in this Agreement for a period of ten (10) years from the date of conveyance to the Developer. In addition, upon expiration of the term of the Ground Lease, the City as "Lessors" will enter into a Lease with the Developer as "Lessee" with rental in the amount of twelve dollars per year ($12.00) for the Qualified Convention Center Facility which shall continue for a term of seventy-five (75) years. During the term of this Agreement and the Ground Lease, the City shall not sell or otherwise encumber the Qualified Project Properties and or any of the improvements owned by the City thereon, including but not limited to the Qualified Convention Center Facility, Parking Garage, and any interest in the Qualified Hotels. The Parties further agree that all conveyances, leases, and ground leases for the Qualified Project Properties and the Private Project Properties shall lease, grant, or convey to Developer the right to utilize all of the airspace above or around such properties. The City further specifically agrees that Developer shall have the right to utilize drones for the delivery of food and other reasonable uses on the Properties.

4.3 For purposes of this Agreement, the purchase price, reverter, ground lease, and payment requirements of this Article 4 are determined to be the manner and condition the City and Board find to be advisable to implement the Project and Finance Plan for the Zone, and shall be considered a part of the economic development program and consideration for Developer's completion and compliance with the conditions and requirements of this Agreement.

4.4 Development Fees and Charges.

1. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges, if any, applicable to the City's preliminary and final plat review and approval process according to the fee schedule in effect at the time of the signing of this Agreement. For the avoidance of doubt, if the fees charged by the City decrease, Developer shall pay the decreased fee amount and the fees charged by the City shall not increase above the fees in effect at the time of signing of this Agreement. The City shall use reasonable efforts to expedite the platting of the Property as may be required hereunder.

2. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges, if any, applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Project and any other improvements requiring City review, according to the fee schedule in effect at the time of the signing of this Agreement. For the avoidance of doubt, if the fees charged by the City decrease, Developer shall pay the decreased fee amount and the fees charged by the City shall not increase above the fees in effect at the time of signing of this Agreement. The City shall use reasonable efforts to expedite the permitting issuance of all permits (including building permits) for construction of the improvements on the Property.

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3. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees, if any, according to the fee schedule in effect at the time of the signing of this Agreement. For the avoidance of doubt, if the fees charged by the City decrease, Developer shall pay the decreased fee amount and the fees charged by the City shall not increase above the fees in effect at the time of signing of this Agreement.

4. Park Fees. Development of the Property shall be subject to the payment to the City of all park fees, if any, according to the fee schedule in effect at the time of the signing of this Agreement. For the avoidance of doubt, if the fees charged by the City decrease, Developer shall pay the decreased fee amount and the fees charged by the City shall not increase above the fees in effect at the time of signing of this Agreement.

5. Impact Fees. Development of the Property shall be subject to the payment to the City of Impact Fees, if any, according to the fee schedule in effect at the time of the signing of this Agreement. For the avoidance of doubt, if the fees charged by the City decrease, Developer shall pay the decreased fee amount and the fees charged by the City shall not increase above the fees in effect at the time of signing of this Agreement.

6. Selection of Building Inspection Firm. In the event the City is unable to routinely complete building inspection within thirty (30) days of a request by the general contractor for a building, the City and the Developer shall implement a program of third-party inspections. Such building inspections for development within the Property may be conducted by a third-party (the "Building Inspection Firm") at the sole cost of the Developer. The Developer shall present to the City three candidate firms for consideration. Such candidate firms shall be in compliance with all Applicable Law and shall not have previously been involved in litigation against the City. In addition, none of such firms shall have previously conducted work for the City for which the City was unsatisfied. The City shall select the Building Inspection Firm from these candidates and shall notify the Developer of its selection within thirty (30) days of receiving the candidate list if the City does not interview any of the firms. If the City elects to interview any of the firms, the City shall have sixty (60) days to select a Building Inspection Firm. No building inspection fees shall be charged by the City for an inspection performed by a Building Inspection Firm and the fees charged by the Building Inspection Firm shall not exceed the fee schedule charged by the City for inspections. Further, if the fees charged by the City decrease, the Building Inspection Firm shall likewise decrease its fees accordingly and Developer shall pay the decreased fee amounts, and the fees charged shall not increase above the fees in effect at the time of signing of this Agreement.

7. The City agrees that it shall allow electronic signage on the adjacent roadway and on the exterior walls of the Qualified Hotels, Convention Center, and Parking Garage, in accordance with the Approved Plans.

ARTICLE 5
CHAPTER 380 PROGRAM GRANTS AND INCENTIVES

5.1 In exchange for Developer's Capital Investment, and bringing the Qualified Project to the City, Zone, and the State, and its completion and compliance with the conditions and requirements of this Agreement, the City shall provide the following Chapter 380 program grants and incentives to the Developer:

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(i) Escrow Account. The City shall keep the proceeds from the sale of the Private Project Properties in an escrow account held by the City. The Developer may draw-down funds from the escrow account on a monthly basis for work performed on the Qualified Project Properties to ensure funds are available for full development of the Qualified Project Properties. The draw-down of funds by the Developer shall be approved in writing by the City subject to inspection of the work by the City and the Developer's continued satisfaction with the terms and conditions of this Agreement.

(ii) The Parties agree that the Qualified Hotels will benefit from the pledge or commitment of Qualified Project Revenues under this Agreement. "Qualified Project Revenues" are those revenues pledged or committed to the City's contractual Chapter 380 Payment obligations under this Agreement. Such Qualified Project Revenues include:

(i) The State hotel occupancy tax collected from the respective Qualified Hotel pursuant to Chapter 156 of Texas Tax Code, for a period of ten (10) years from the date the respective Qualified Hotel to which the entitlement relates is open for initial occupancy.

(ii) The State mixed beverage tax imposed by Section 183.051 of Texas Tax Code, paid by any mixed beverage permittee, and attributable to mixed beverages sold at the respective Qualified Hotel, for a period of ten (10) years from the date the respective Qualified Hotel to which the entitlement relates is open for initial occupancy.

(iii) The State sales and use tax collected from the respective Qualified Hotel pursuant to Chapter 151 of Texas Tax Code, for a period of ten (10) years from the date the respective Qualified Hotel to which the entitlement relates is open for initial occupancy.

The City shall pay the Qualified Project Revenues to the Developer within thirty (30) days after the Texas Comptroller of Public Accounts makes quarterly payment of the same to the City pursuant to Subchapter C, of Texas Tax Code Chapter 351, or other applicable law.

5.2 Payment in Lieu of Ad Valorem Taxes. Developer agrees that with respect to each Tax Year of this Agreement that all or any portion of the Qualified Hotels are exempt from ad valorem taxation due to the City's ownership of the real property, Developer will make Payment in Lieu of Taxes ("PILOT") to the City for the ad valorem taxes that would have been paid to the City and Tarrant County had the Developer owned the real property. The Developer agrees to disburse such PILOT payment(s) to the City on or before January 31st of each Tax Year, and the City agrees that the portion of the PILOT payment(s) that would have been identified as Tax Increment by the City and County will be added to the TIRZ Fund to benefit the Zone.

5.3 Utilities, Access Road, Design, and Construction. City agrees to bring, at sole cost to the City, all necessary public utilities, including water, stormwater, and sewer, and cause or authorize all franchise utilities to bring internet, phone, gas, and power to the Property as part of the City's overall development of the Zone.

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ARTICLE 6
TERMINATION, OFFSET, AND REPAYMENT

6.1 Termination. This Agreement may be terminated upon any one or more of the following:

(a) by mutual written agreement of the parties; or

(b) upon written notice by the City or Board, if:

(i) Developer fails to execute the Contract of Sale or Ground Lease; or

(ii) upon written notice by the City or Board, if the Contract of Sale is properly terminated or otherwise fails to close, except for an event of Force Majeure; or

(iii) Unless caused by the City or a Force Majeure event, if Developer fails to achieve Commencement of Construction of the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10), Vertical Mixed-Use Development (Lot 3), and Hotel Cache Legitimate/KUBO (Lot 7) as required by Section 3.4 above.

(c) upon written notice by any Party, if another Party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof, however, if the nature of the obligation that a party has failed to perform is such that more than thirty (30) days is required to cure, a default will not occur so long as the Party commences to cure the default within the thirty (30) day period and diligently and continuously prosecutes until such cure is achieved; or

(d) upon written notice by the City or Board, if Developer suffers an Event of Bankruptcy or Insolvency; or

(e) upon written notice by the City or Board, if any Impositions owed to City or Board become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or

(f) upon written notice by any Party if any subsequent federal or state legislation or any decision of the Texas Comptroller of Public Accounts, State Attorney General, or a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

Notwithstanding the foregoing, any default under a Ground Lease, lease, deed, or a purchase agreement related to the Qualified Project Properties or the Private Project Properties, shall not be

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deemed to be a default under this Agreement and shall be dealt with under the default and remedy provisions of such document.

6.2 Offset. The Developer shall not allow the ad valorem taxes owed to the City on any property owned by Developer and located within the City to become delinquent beyond the last day ad valorem taxes can be paid without assessment of penalty. The City may at its option, and after delivering written notice to Developer of its intent to do so, increase any amounts due and payable to the City under this Agreement to recover any delinquent debt (including taxes) lawfully due to City, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

6.3 Repayment. In the event this Agreement is terminated by the City or Board pursuant to Section 6.1(b)-(f), Developer shall timely refund the paid portions of the grant or incentive payments to the City or the Board, if any, 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, which shall accrue from the Effective Date until paid.

6.4 Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term, or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term, or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE 7
INSURANCE, INDEMNIFICATION, AND RELEASE

7.1 Insurance. With no intent to limit any General Contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Qualified Project, certain insurance, as provided below in full force and effect at all times during construction of the Qualified Project and shall require that the City is named as an additional insured under such General Contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each General Contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, General Contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or

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employees, in the amount of $1,000,000 Per Occurrence or a limit equal to the amount of the contract amount, $6,000,000 General Aggregate Bodily Injury and Property Damage. The General Contractor may procure and maintain a master or controlled insurance policy to satisfy the requirements of this Section, which may cover other property or locations of the General Contractor and its affiliates, so long as the coverage required in this Section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the General Contractor pursuant to the Construction Agreement (defined below) involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability;

(iv) To the extent available, each policy of commercial general liability, Worker's Compensation, and automobile liability insurance shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) The commercial general liability and automobile liability insurance shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

Each policy, with the exception of Worker's Compensation, the commercial general liability and professional automobile liability insurance, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

The Developer shall cause each General Contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the improvements on the Property and within thirty (30) days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the General Contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. The contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

7.2 Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

7.3 Additional Insured Status. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that

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provide the most comprehensive coverage to the City under Texas law including products/completed operations.

7.4 Certificates of Insurance. Certificates of Insurance and policy endorsements in a form reasonably satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article. On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

7.5 Carriers. All policies of insurance required to be obtained by the Developer and its General Contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its General Contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

7.6 INDEMNIFICATION. THE CITY AND BOARD SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER, GENERAL CONTRACTOR, OR THEIR CONTRACTORS PURSUANT TO THIS AGREEMENT. DEVELOPER HEREBY WAIVE ALL CLAIMS AGAINST THE CITY AND THE BOARD, THEIR COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY REPRESENTATIVES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER, OR THEIR CONTRACTORS PURSUANT TO THIS AGREEMENT. DEVELOPER AND DO HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF

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PROPERTY ARISING FROM DEVELOPER'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF DEVELOPER OR THEIR OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND DEVELOPER THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE DEVELOPER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY DEVELOPER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8
CONSTRUCTION OF PUBLIC IMPROVEMENTS

8.1 Developer as Construction Manager, Construction Engineers.

(a) Prior to construction of the Qualified Project, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the project and shall obligate each General Contractor, architect, and consultant who work on the project to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the improvements on the Property to be undertaken in accordance with City Regulations. The Developer shall select architects and engineers pursuant to Texas Gov't Code Ch. 2254, and the Developer shall make commercially reasonable efforts to ensure that all work performed on the Qualified Project is competitively bid in accordance with a delivery method approved by Texas Local Gov't Code Ch. 252 or Texas Gov't Code Ch. 2269.

(b) The Developer shall design, construct, furnish, equip, and operate, or cause the design, construction, furnishing, Equipping, and operation of the project in accordance with this Agreement and the final Project and Finance Plan for the Zone.

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(c) Developer shall comply, or shall require its General Contractor to comply, with all local and state laws and regulations, including the City Regulations regarding the design and construction of the Qualified Project applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two-year maintenance bonds for the Qualified Project in accordance with Texas Gov't Code Ch. 2253.

(d) Within 45 days of the Completion of Construction of the Qualified Project or a phase of the Qualified Project, Developer shall provide City with a final cost summary of all project costs incurred and paid associated with the construction of that portion of the Qualified Project and provide proof that all amounts owing to General Contractors have been paid in full evidenced by "all bills paid" affidavits and final unconditional lien releases executed by Developer or its General Contractors with regard to that portion of the Qualified Project.

(e) Developer agrees to require General Contractors and/or subcontractors constructing the Qualified Project to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City. The same requirement shall apply to Developer if Developer performs the role of General Contractor. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City may reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to work being performed on any such Qualified Project, and the City shall be named as an additional obligee on all bonds.

(f) Within 45 days of Completion of Construction of the Qualified Project or a portion thereof, the Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with Applicable Law, all property rights relating to the Qualified Convention Center Facilities (but not any other improvements constructed by Developer).

8.2 Construction Agreements.

(a) The Developer shall enter into contracts with General Contractors and/or subcontractors for construction of the Qualified Project to be let in the name of the Developer (the "Construction Agreements"). The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents, and Developer shall provide all construction documents for the Qualified Project and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Qualified Project that the General Contractor(s) will indemnify, defend, and save harmless the City and Board against any costs or liabilities thereunder in the same manner provided by Section 7.6 "INDEMNIFICATION" of this Agreement. The Developer or its designee shall administer the Construction Agreements, which shall be paid by the Developer or caused to be paid by the Developer.

(b) In addition to Section 8.02(a) above the following requirements apply to Construction Agreements for the Qualified Project:

(i) Plans and specifications shall comply with all Applicable Law and City Regulations, and shall be in conformity to the Approved Plans. All plans and specifications

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and any amendments thereto shall be reviewed and approved by the City prior to the issuance of permits; and

(ii) Each Construction Agreement shall provide that the General Contractor is an independent contractor, independent of and not the agent of the City or Board.

(c) City's and Board's Roles. City and Board shall have no responsibility for the cost of planning, design, engineering construction, or furnishing/Equipping the Qualified Project necessary to achieve Completion of Construction of the Qualified Project under this Agreement.

8.3 Project Scope Verification. The Developer will from time to time, as reasonably requested by the City, verify to the City that the Qualified Project is being constructed in accordance with the Approved Plans. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or General Contractor to consult with the Developer and the City regarding such concerns.

8.4 By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the governmental functions described in this Article. The City shall review plans and specifications for compliance with Applicable Law, but the City does not make any representation or warranty concerning the appropriateness of any such plans and specifications for any purpose. The City's approval of (or failure to disapprove) any such plans and specifications, including the site plan, submitted with such plans and specifications and any revisions thereto, shall not render the City liable for same.

8.5 Additional Requirements. In connection with the design and construction of the Qualified Project, the Developer shall undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the plans and specifications for the Qualified Project (including revisions) as such plans and specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Qualified Project;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Qualified Project, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each General Contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Approved Plans to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

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(d) The Developer, its General Contractor, if any, and the City shall provide each Party with reasonable advance notice of any scheduled construction meetings as set forth in the construction contracts for the Qualified Project, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the progress of the work;

(e) The Developer or any General Contractor shall comply with, and shall require that its agents and subcontractors comply with all Applicable Law regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any General Contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to a portion of the Approved Plans for the Qualified Project;

(g) Upon reasonable notice from the City, the Developer shall or shall cause any General Contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage (which reasonably needs to be repaired) caused by such General Contractor or its subcontractors during construction of the Qualified Project and to reimburse the City for reasonable out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon reasonable notice from the City, the Developer shall promptly cause the correction of materially defective work (which reasonably needs to be corrected) and shall cause such work to be corrected in accordance with Approved Plans for the Qualified Project and with City Regulations;

(i) If Developer's General Contractors, subcontractors, architect, engineers performs any soils, construction, and materials testing during construction of the Qualified Project, the Developer shall make available to the City copies of the results of all such tests;

(j) If the Developer's General Contractors, subcontractors, architects, or engineers foregoing entities, or any other persons shall fail in a material respect to perform any of the obligations described in this Agreement, the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein;

(k) The Developer shall provide to the City any other information or documentation or services required by City Regulations with regard to the design and construction of the Qualified Project; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Qualified Project.

8.5 City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Law to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its General Contractor's construction activities on or at

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the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any General Contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its General Contractors.

8.6 Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Qualified Project arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any proper claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Qualified Project for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. In order to comply with this paragraph, the Developer shall cause any such claim of lien to be fully discharged prior to the date of dedication and acceptance of the Qualified Project by the City, and may provide proof thereof to the City through final unconditional lien waivers, recorded release of liens, or other bond guarantees. The City shall have no obligation to accept the dedication of the Qualified Project or any portion thereof that is encumbered by a lien or any other cloud on title. This Section 8.6 is not intended to, and does not, limit any lien or deed of trust relating to Developer's lending institution providing financing for the Qualified Project Development.

8.7 City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Qualified Project or otherwise under this Agreement shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay, must be based on a reasonable standard, and may not be unreasonably withheld.

8.8 Right of the City to Make Inspection.

(a) At any time during the construction of the Qualified Project, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Qualified Project; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the work site that are imposed by the Developer or its General Contractor or subcontractors.

(b) Inspection of the construction of the Qualified Project shall be by the City Representative. The Developer shall pay the inspection fee which may be included as a Qualified Project cost.

ARTICLE 9
ACCESS TO INFORMATION; RECORDS

9.1 Public Information Act. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a

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court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the Texas Comptroller of Public Accounts the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the Texas Comptroller of Public Accounts considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the City's request, Developer agrees to provide the City access to contract documents, invoices, receipts, records, and reports to verify Developer's compliance with this Agreement. Developer may provide confidential and/or proprietary information to the City and, if so, the City will notify Developer and provide an opportunity for Developer to object to and/or seek protection from disclosure of such information before the City provides any such information to a party who is not a party to this Agreement.

9.2 Right to Audit. The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds for the Capital Investment. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of costs related to the Qualified Project, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff. The City and the Developer shall reasonably cooperate with the auditors (internal or external), and shall retain and maintain all such records for at least two (2) years from the date of Completion of Construction of the Qualified Project. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

9.3 Ownership of Plans and Warranties. Upon Completion of Construction of the Qualified Convention Center Facility, ownership of all Approved Plans, and all manufacturers warranties, and other guarantees for the design, construction, and Equipping of the Qualified Convention Center Facility and common infrastructure or facilities shall be assigned to and vest in the City, and Developer shall have a license to use same. The Developer will own all rights related to the Approved Plans for the design, construction, and Equipping of Hotel Carbon – Elite and "Hotel Cache Legitimate/KUBO." Notwithstanding the foregoing, the Parties acknowledge that Developer shall own all intellectual property of any kind, including, but not limited to, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names and registrations and applications for registration thereof and all goodwill associated therewith, copyrights and registrations and applications for registration thereof, all right, title and interest in all software, data and documentation (including, modifications, enhancements, revisions or versions of or to any of the foregoing), methods, specifications, designs, plans, proposals, technical data, marketing, and business data in anyway associated with the Qualified Hotels or installed or used by the Developer in the development or operation of the Qualified Hotels, Qualified Convention Center Facility, or Parking Garage, and the City will receive a license to use the same for the benefit of the Qualified Convention Center Facility if same is installed and/or used at the Qualified Convention Center Facility within Developer's discretion.

ARTICLE 10
GOVERNMENTAL FUNCTIONS AND IMMUNITY

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10.1 The parties hereby acknowledge and agree that the City and the Board are entering into this Agreement pursuant to their governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of their police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the City. To the extent a Court of competent jurisdiction determines that the City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the City's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE 11
GENERAL PROVISIONS

11.1 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. 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.

11.2 Representations and Warranties. Developer represents and warrants that they have the requisite authority to enter into this Agreement. Developer represents and warrant that they will not violate any federal, state or local laws in constructing or operating the Qualified Project, and that the Qualified Project shall conform to the applicable building codes, zoning ordinances, Approved Plans, and all other ordinances and regulations of the City of Mansfield.

11.3 Titles and Headings. The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

11.4 Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

11.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

11.6 Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

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11.7 Successors and Assigns.

(a) This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

(b) Developer may assign all or part of its rights and obligations under this Agreement to a non-Affiliate only upon prior written approval of the City and the Board. However, this Agreement may be assigned by Developer to: (i) its Affiliate without consent by the City or the Board, if Developer provides to City and Board with at least forty-five (45) days' prior written notice thereof and such assignee assumes in writing the obligations and liabilities of such transferring Affiliate in a form reasonably approved by City and Board; and (ii) to third-parties providing loans to Developer as collateral for such loans; provided, however, the assignment of this Agreement as collateral shall not be construed as creating any debt of the City or the Board within the meaning of any constitutional or statutory provision, and the City and Board shall not be required to subordinate their rights or obligations under this Agreement to any financial institution, or to any other third-party providing loans to Developer when mutually agreed upon by Parties pursuant to this Agreement.

11.8 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The Parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

DEVELOPER:	TerraViva Global, LLC, 5 Cowboys Way, Suite 300 Frisco, Texas 75034 Attn: Richard Ellis, Manager
CITY:	City of Mansfield, Texas 1200 E. Broad Street Mansfield, Texas 76063 Attn: City Manager
BOARD:	Board of Directors of TIRZ #4 1200 E. Broad Street Mansfield, TX 75160 Attn: Joe Smolinski, City Manager
With a copy to:	Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200

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Fort Worth, Texas 76107
Attn: Dean Roggia

11.9 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

11.10 Applicable Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas.

11.11 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11.12 No Joint Venture. Nothing contained in this Agreement or any other agreement between the Parties is intended by the Parties to create a partnership or joint venture between or among the Developer and the City, 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.

11.13 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.

11.14 Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

11.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

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11.16 Undocumented Workers. Developer covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Developer is convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay to the City the full amount of all payments made under this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Developer receives a notice of violation from the City.

11.17 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

11.18 Gift to Public Servant. The City may terminate the Agreement immediately if the Developer has offered or agreed to confer any benefit upon a City or Board employee or official that the City or Board employee or official is prohibited by law from accepting.

11.19 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

11.20 No Consent to Third-Party Financing. The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement.

11.21 No Third-Party Beneficiaries. The City and the Developer 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 or entity other than the City, the Developer or assignees of such Parties.

11.22 380 Grant Limitations. Under no circumstances shall the obligations of the City or Board hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City and the Board agree during the term of this Agreement to make a good faith effort to appropriate funds in accordance with this Agreement. Further, City and Board shall not be obligated to pay any lienholder, commercial bank, lender, or similar person or financial institution for any loan or credit agreement made by the Developer. None of the obligations of City or Board under this Agreement shall be pledged or otherwise encumbered by the Developer in favor of any lienholder, commercial bank, lender, or similar person, or financial institution.

11.23 Ethics Disclosure. The Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the Texas Ethics Commission'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 Developer and the City has not verified such information.

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11.24 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

11.25 Time of the Essence. The Parties agree that with respect to the performance of the obligations of each, including all development related submissions and reviews, time is of the essence.

11.26 Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

11.27 Estoppel Certificates. From time to time upon written request of the Developer, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, and without waiving any claim, providing any warranty, or promising to indemnify, execute a written estoppel certificate identifying any Developer obligations under this Agreement that are in default.

11.28 Rough Proportionality.

(i) The Parties agree that all conveyances, dedications, construction costs and other payments, if any, made by the Developer related to the Approved Plans are roughly proportional to the need for such improvements created by the development of the Properties.

(ii) The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, are related both in nature and extent to the impact of the development of the Properties. The Developer waives and releases any and all claims against the City and Board related to rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Gov't Code, or the Texas or U.S. Constitutions.

11.29 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

11.30 Anti-Boycott Verification. The Developer 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. The Developer understands 'affiliate' to mean an entity that

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controls, is controlled by, or is under common control with the Developer and exists to make a profit.

11.31 Iran, Sudan and Foreign Terrorist Organizations. The Developer 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 the Developer 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. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

11.32 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, the Developer 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 (A) 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 (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

11.33 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, the Developer 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

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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. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

11.34 <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

11.35 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[Signatures on Following Pages]

[Remainder of Page Intentionally Left Blank]

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TERRAVIVA GLOBAL, LLC
a Texas limited liability company

By: R Shawn Ellis, Manager

Name: Richard Shawn Ellis

Title: Manager

Date: 10. 30. 24

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on this 30 day of October, 2024, by Richard Shawn Ellis, Manager, of TerraViva Global, LLC, a Texas limited liability company, on behalf of said corporation.

Notary Public in and for the State of Texas

[SEAL]

SIMRAN AGGARWAL
Notary Public, State of Texas
Comm. Expires 06/06/2028
Notary ID 134939192

CITY OF MANSFIELD, TEXAS

Joe Smolinski, City Manager, or designee

Date: 11/4/24

ATTEST:

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Susana Marin, City Secretary

BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER FOUR, CITY OF MANSFIELD

Larry Broseh

Chairman

Date: 11/4/2024

EXHIBIT A

THE PROPERTY

1. The Qualified Project Properties are identified as "Lot 10" and "Lot 7" on the map below.

2. The Private Project Properties are identified as "Lot 11" and "Lot 3" on the map below.

3. This **Exhibit A** is subject to the following: The Approved Plans and the site plan for each respective Lot will be subject to approval by the City prior to Commencement of Construction of each respective Lot.

Map

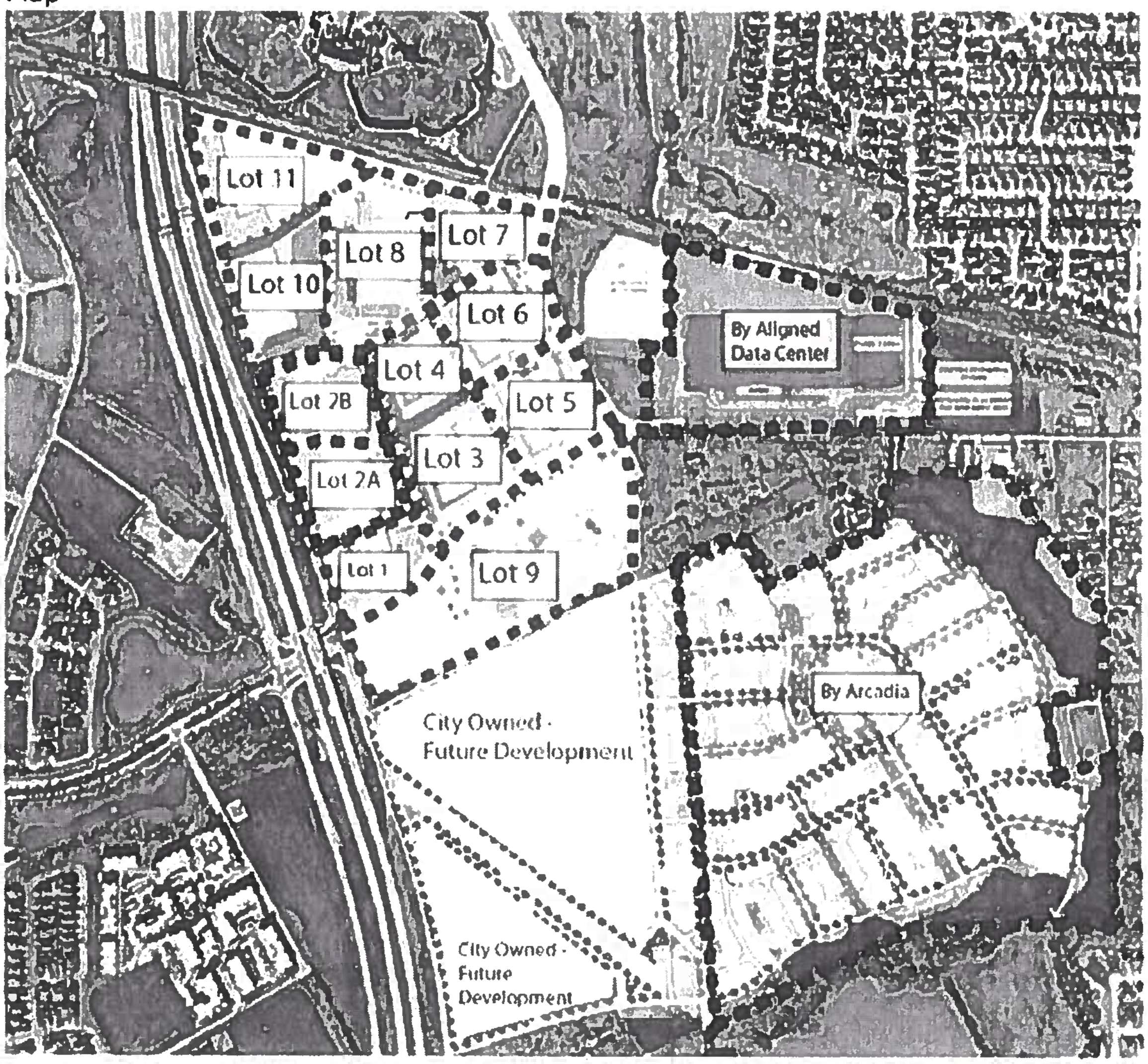

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EXHIBIT B

THE ZONE

This **Exhibit B** is subject to modification upon the approval of an expanded Zone and approval of a final Project and Finance Plan in accordance with the TIRZ Act.

REINVESTMENT ZONE NUMBER FOUR, CITY OF MANSFIELD, TEXAS

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EXHIBIT B-1

EXPANDED ZONE

Upon expansion of the Zone and amendment the Project and Finance Plan, this Agreement may be amended, or the Parties anticipate entering into separate agreements to include the following as generally shown on the proposed master plan for the Project (below):

1. Hawaiian Falls Water Park Site (Appx. 2.94 Acres): Redeveloped into a water-themed entertainment and hotel concept known as KAI Legitimate under the House of Tangram family of hotels. 120 rooms, including an extensive indoor and outdoor family-friendly water park, and all new, updated operations.
2. Golf Property and Hotel (Appx. 9.2 Acres and 5.51 Acres) Redevelopment and creation of a unique, one-of-a-kind upscale golf experience similar to Top Golf or Bays of Frisco, with the inclusion of a single or dual-branded hotel experience under the House of Tangram family of hotels.) Conveyance and use of this property requires approval by the Mansfield Parks Development Corporation.

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EXHIBIT B-1

EXPANDED ZONE

1. **Hawaiian Falls Water Park Site (Appx. 2.94 Acres)**

2. **Golf Property (Appx. 9.2 Acres)**

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EXHIBIT B-1

EXPANDED ZONE

3. **Hotel (Appx. 5.51 Acres)**

10.30.24

RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR QUALIFIED CONVENTION CENTER AND HOTEL PROJECT (THE "AMENDMENT"), AND NEGOTIATE AND EXECUTE THE RELATED GROUND LEASES, CONTRACTS OF SALE, AND ANY NECESSARY DEEDS OR OTHER CONVEYANCE DOCUMENTS (COLLECTIVELY, THE "AGREEMENTS") FOR THE QUALIFIED CONVENTION CENTER AND HOTEL PROJECT, INCLUDING THE PRIVATE PROJECT PROPERTIES, BETWEEN THE CITY OF MANSFIELD, THE BOARD OF DIRECTORS OF TAX REINVESTMENT ZONE NUMBER FOUR, AND TERRAVIVA GLOBAL, LLC; AUTHORIZING THE CHAIRMAN OF THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR (THE "BOARD") TO EXECUTE THE AMENDMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield, Texas (the "City") created Tax Increment Reinvestment Zone Number Four (the "Zone") to promote economic development and stimulate commercial activity in the City; and,

WHEREAS, TerraViva Global, LLC, has been selected as the developer for a Qualified Convention Center Facility and Qualified Hotel project in accordance with Texas Tax Code Chapters 351 and 311, and Texas Local Gov't Code Chapters 253 and 380, and other applicable law (the "Project"), which will consist of two full-service Qualified Hotels and a public Qualified Convention Center Facility located on city-owned land within the Zone, and development of the Private Project Properties, as more fully described in the Master Development Agreement (the "MDA"); and,

WHEREAS, the City and Board desire to amend the MDA with TerraViva Global, LLC to further outline the responsibilities and obligations of the parties regarding the planning, construction, and operation of the Project, and the conveyance and development of the Private Project Properties in accordance with the MDA and the Amendment; and,

WHEREAS, the City Council finds that amending the MDA and execution of the related Agreements will promote local economic development, create jobs, and enhance the City's hotel and tourism industry, and will promote and enhance the same for the region and the State of Texas; and,

WHEREAS, the City Council desires to authorize the City Manager and the Chairman of the Board execute the Amendment, and negotiate, finalize, and approve the related Agreements and all other related documents necessary to implement the Project; and,

WHEREAS, the recitals and findings in the MDA, Amendment, and related Agreements are incorporated into this Resolution as if fully set forth herein; and,

WHEREAS, this Resolution shall be interpreted to be harmonious with and cumulative of Resolution RE-4155-24, and Resolution 24-6265, which authorized execution of the MDA on October 28, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2.

The First Amendment to Master Development Agreement for Qualified Convention Center and Hotel Project (the "Amendment") between the City of Mansfield, the Board of Directors of Tax Reinvestment Zone Number Four, and TerraViva Global, LLC, which is attached to this Resolution as **EXHIBIT A** is hereby approved and is incorporated into this Resolution as if fully set forth herein.

SECTION 3.

The City Manager, or his designee, and the Chairman of the Board for the Zone are authorized to execute the Amendment and negotiate and execute the related Agreements; including, ground leases, contracts of sale, deeds, conveyance documents, and any other related documents necessary to implement the terms of the MDA and the Amendment, with such changes as the City Manager may deem appropriate and in the best interest of the City, subject to approval by the City Attorney. Furthermore, the City Manager, or his designee, is hereby authorized to seek guidance or direction on behalf of the City relating to the Qualified Project from the Texas Comptroller of Public Accounts through a general information letter, private letter ruling, or other written communication, as applicable.

SECTION 4.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 14TH DAY OF APRIL, 2025.

____

Michael Evans, Mayor

ATTEST:

____

Keera Seiger, Assistant City Secretary

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "***Agreement***") dated as of the Effective Date (as defined below) is made between the City of Mansfield, a Texas home-rule municipality ("***Seller***"), and TerraViva Global, LLC, a Texas limited liability company and/or assigns ("***Buyer***").

1. **Agreement to Sell and Purchase**. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain real property located in Tarrant County and Ellis County Texas, consisting of approximately 29.434 acres of land: (1) identified on the attached **EXHIBIT C** as numbers three (3), four (4), six (6), seven (7), eight (8), nine (9), ten (10), twelve (12), and thirteen (13), respectively, and labeled as XO2 consisting of 0.79 acres or 34,459 square feet (the "***XO2 Property***"); the Hotel Carbon Parking consisting of approximately 3.33 acres or 145,200 square feet; the Cache Legitimate/KUBO Parking consisting of approximately 4.62 acres or 201,317 square feet; Verona consisting of 6.38 acres or 277,911 square feet; Boardwalk consisting of approximately 2.29 acres or 99,638 square feet; CVL consisting of 1.67 acres or 99,638 square feet; Lavender Lamb consisting of 3.28 acres or 143,108 square feet; and KAI Legitimate consisting of 2.76 acres or 120,473 square feet; and (2) identified on the Final Plat of Staybolt Entertainment Addition, City of Mansfield, Tarrant County and Ellis County, Texas, as Lot 3, Block 2, consisting of approximately 4.314 acres or 187,931 square feet, as more particularly described and depicted on **EXHIBIT A** attached hereto (the "***Land***") together with Seller's right, title and interest in and to any rights, privileges, and appurtenances belonging thereto (collectively called the "***Property***").

2. **Reservations**. It is expressly acknowledged by Buyer that the conveyance provided for herein by Seller shall not include (and the Deed, as defined below, shall expressly exclude and reserve unto Seller) any of Seller's right, title or interest in and to all oil, gas and other minerals located in, on or under the Land and that may be produced therefrom (such excluded rights hereinafter the "***Mineral Rights***"); *provided, however*, that as a part of such reservation by Seller, the Deed shall provide that the use of the surface of the Land in connection with the exercise of the reserved Mineral Rights shall be restricted such that Seller waives all rights to the surface of the Land and the right to conduct operations of whatsoever nature with respect to the exploration for, exploitation of, mining, production, processing, transporting and marketing of oil, gas or other minerals from the Land, but that nothing shall restrict or prohibit the pooling or unitization of the portion of the Mineral Rights with land other than the Land, or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Land but enter or bottom under the Land at depths of and below five hundred feet (500'), or by any other method that does not require ingress and egress over the surface of the Land. The Deed shall also reserve to Seller (a) a perpetual subsurface easement under and through the Land at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property and (b) any rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Land but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Land or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

3. **Purchase Price; Earnest Money**.

(a) The purchase price for the Property shall be the total square footage of the Property multiplied by $3.00 per square foot (the "***Purchase Price***"). The promises by Buyer and Seller stated in this Agreement, and Buyer's performance obligations under the Master Development Agreement for Qualified Convention Center and Hotel Project between Seller and Buyer dated October 30th, 2024, as amended (the

"***Master Development Agreement***"), are additional consideration for the formation of this Agreement, which also includes development of the Property in accordance with the Approved Plans. The Approved Plans for the Property are attached to this Agreement as **Exhibit C (Approved Plans - Site Plan and Concept Package)**.

(b) There is no earnest money in this transaction.

(c) No later than ten (10) business days after the Effective Date hereof, Buyer shall deliver to Seller the amount of One Hundred and No/100 Dollars ($100.00) ("***Independent Option Consideration***"), which amount the parties bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and as consideration for the Inspection Period provided for in Section 7 hereof. The Independent Option Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and shall be retained by Seller if Buyer exercises its option to terminate this Agreement pursuant to Section 7.

4. **Due Diligence Materials**.

(a) Within ten (10) business days after the Effective Date, Seller will deliver or cause to be delivered to Buyer copies of the following documents to the extent the same are in Seller's possession (herein, the "***Due Diligence Materials***"), which Seller will have the option of delivering in an electronic format such as by e-mail or via a web-based data room: any prior on-the-ground ALTA survey (whether one or more, the "***Prior Survey***") and copies of all environmental reports, soil studies, or other geotechnical studies.

(b) Buyer acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in Section 8 hereof and the Master Development Agreement, Seller delivers or makes available the Due Diligence Materials described in this Section 4 without representation or warranty as to the accuracy thereof, and Buyer specifically acknowledges and agrees that Seller shall have no liability or responsibility for any inaccuracy thereof. Buyer, relying on its own evaluation of the Property, disclaims any reliance on the Due Diligence Materials or on any statements (oral or written) which may have been made or may be made by Seller, Seller's broker, or any other party, concerning the Due Diligence Materials. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE DUE DILIGENCE MATERIALS AND ANY OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER PURSUANT TO THIS AGREEMENT MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND THAT NEITHER SELLER NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS OR CONTRACTORS MAKE NOR HAVE MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY THEREOF. BUYER SPECIFICALLY RELEASES SELLER, AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS AND CONTRACTORS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER SUIT IS INSTITUTED OR NOT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY BUYER BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, SUCH DUE DILIGENCE MATERIALS OR OTHER INFORMATION.

5. **Title; Survey; Objections**.

(a) As soon as practicable after the Effective Date, Seller will cause the Title Company to issue and deliver to Buyer a current TLTA Form T-7 Commitment for Title Insurance (the "***Title Commitment***") for a standard TLTA Form T-1 Owner's Policy of Title Insurance (the "***Title Policy***"), together with true, complete and legible copies of all documents referred to in the Title Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements (the "***Title Documents***"). Within thirty (30) days after the Effective Date, Buyer shall obtain a current on-the-ground survey (or an update of the Prior Survey) (the "***Survey***") of the Property, prepared by a registered professional land surveyor reasonably acceptable to Buyer and the Title Company, and in a form that allows the Title Company to delete the survey exception (except as to "shortages-in-area") from the Title Policy. The costs of the Survey shall be the responsibility of Seller, notwithstanding whether the transactions contemplated hereby actually close.

(b) Not later than ten (10) business days after receiving both the Survey, the Title Documents, and the Title Commitment (the "***Objection Deadline***"), Buyer may give written notice to Seller and the Title Company (the "***Objection Notice***") of any matters contained in the Title Commitment, Title Documents, or the Survey to which Buyer objects (the "***Title Objections***"). Any matters in the Title Commitment, Title Documents, or Survey to which Buyer does not timely object shall constitute "***Permitted Exceptions***." In the event that the Title Company adds any new exceptions to the Title Commitment after the expiration of the Objection Deadline, Buyer shall have the right to object to such new exceptions. If Buyer gives notice of its Title Objections within the time period set forth above, Seller shall have five (5) business days after receipt thereof to notify Buyer that Seller either will cause or elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary liens or deeds of trust filed against the Property arising by, through, or under Seller or mechanic's liens resulting from the acts or omissions of Seller, which Seller shall cure prior to the Closing Date without necessity for a Buyer's objection. If Seller does not notify Buyer within such five (5) business day period as to any Title Objection shall be deemed an election by Seller not to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller will not remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have until the fifth (5th) business day after the expiration of such five (5) business day period to (i) terminate this Agreement or (ii) waive such Title Objections (in which event the matters in the Title Objections shall be deemed to be Permitted Exceptions) and proceed to Closing without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give such notice within said five (5) business day period, Buyer shall be deemed to have elected to waive its Title Objections, and the matters in such Title Objections shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing Seller, at its sole cost and expense, shall be obligated to remove all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against the Property (other than liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money (collectively, the "***Mandatory Cure Items***"), whether or not Buyer objects thereto on or prior to the Objection Deadline, and all such matters shall not be deemed Permitted Exceptions. Seller agrees that it will not voluntarily create any additional encumbrances on the Property prior to the Closing without the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned or delayed.

6. **Inspections**.

(a) Subject to the terms hereof, Buyer shall have the right during the Inspection Period (unless this Agreement is terminated earlier as provided herein), to enter upon the Property at all reasonable times and from time to time for any purpose contemplated by the terms and conditions hereof; *provided, however*, that any entry shall be at the sole cost, expense and risk of Buyer, and that, except for the mere discovery of existing defects or conditions affecting the Property, Buyer hereby indemnifies and agrees to hold Seller harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting, directly or indirectly, from any entry by Buyer, or any employee, agent, principal or independent contractor of Buyer, upon the Property; provided, however, that the foregoing indemnity shall not extend to (i) protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) or (ii) any liens, claims, causes of action, damages, liabilities or expenses that are attributable to the action or inaction of Seller or its agents or employees or their gross negligence or willful misconduct. SUCH INDEMNIFICATION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF SELLER, EVEN IF THE APPLICABLE CLAIM AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT, PREMISES LIABILITY, OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST SELLER. Buyer shall notify Seller not less than twenty-four (24) hours in advance of any such proposed entry, and Seller may (to the extent it timely makes personnel available) be present during any such entry by Buyer. Further, Buyer agrees to (i) satisfy any and all mechanic's liens which may be filed or threatened against the Property as a result of such entry by Buyer, or any of its employees, agents, principals or independent contractors, onto the Property, and (ii) if this transaction does not close, repair any damage to the Property to the extent caused by Buyer, or its employees, agents, principals or independent contractors, and restore the Property to substantially the same condition existing at the time immediately prior to any such damage.

(b) Seller hereby consents to Buyer conducting a Phase I Environmental Site Assessment of the Property (a "***Phase I***") during the Inspection Period, if it so desires, and Buyer shall promptly furnish a copy thereof to Seller. If, as a result of the Phase I which Buyer so obtains, Buyer deems it appropriate to have a Phase II Environmental Site Assessment (a "***Phase II***") of the Property performed, Buyer shall present Seller with a detailed plan or proposal for the conducting of the Phase II for Seller's prior approval thereof. Buyer shall obtain Seller's prior written approval or consent before performing the Phase II in the manner so proposed, which said consent or approval of the Phase II shall not be unreasonably withheld, conditioned or delayed. Seller may have a representative present at any time that Buyer or its representative is on the Property for any and all such inspection, examination, investigation and testing of the Property. Buyer shall provide Seller at least seventy-two (72) hours' advance written notice before it conducts any Phase II test to which Seller has given its prior written consent and at least twenty-four (24) hours' advance written notice of any such other proposed inspection, examination, investigation and testing to be conducted, at any time, on the Property by Buyer or its representative.

(c) Buyer shall be solely responsible, at Buyer's sole cost and expense, for obtaining all governmental approvals necessary for Buyer's intended use and development of the Property (collectively, the "***Approvals***"). Buyer shall not make any submissions or applications to any governmental entity regarding the Property with respect to such Approvals without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Seller shall reasonably cooperate with Buyer's efforts to obtain the Approvals, at no out-of-pocket cost or liability to Seller.

(d) This Section 6 shall survive the termination of this Agreement or the Closing, whichever is applicable.

7. **Inspection Period**.

(a) *Inspection Period*. Buyer will have a period of forty-five (45) days after the Effective Date (the "***Inspection Period***") to inspect the Property and conduct studies regarding the Property as described in Section 6 above. Buyer may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property.

(b) *Right to Terminate*. Buyer shall have the right to terminate this Agreement for any reason whatsoever or for no reason before the expiration of the Inspection Period by sending written notice thereof to Seller and the Title Company on or before the expiration of the Inspection Period. If Buyer delivers such notice of termination within the Inspection Period, then this Agreement shall terminate and have no further force or effect. Buyer must deliver to Seller all such copies of all surveys, inspections, and third party reports (excluding any internally prepared reports or other information) that Buyer obtained for the Property prior to termination.

8. **Representations and Warranties**.

(a) Seller represents and warrants to Buyer that (i) Seller is a Texas home-rule municipality, (ii) to Seller's actual knowledge, Seller is not aware of any violation of or noncompliance with any ordinance, regulation, law or statute from any governmental agency regarding the Property which has not been complied with, (iii) to Seller's knowledge, there are no pending condemnation actions with respect to the Property and Seller has not received any notice of any condemnation actions being contemplated, (iv) other than this Agreement, Seller has not granted any options to Purchase, and Seller is not a party to any purchase contracts or leases, written or oral, granting any person, firm, corporation or entity (other than Buyer) any right, title or interest in, or right to acquire, the surface estate in the Property or any portion thereof, nor is Seller currently a party to any negotiations regarding the same (other than with Buyer), (v) to Seller's knowledge, Seller has not transferred (and has no intent to transfer) any development rights with respect to the Property, (vi) to Seller's knowledge, Seller does not currently have in progress any material construction or material excavation projects with respect to the Property or any portion thereof, (vii) Seller will not sell, assign or convey any right, title or interest whatever in or to the surface estate in the Property on or before the Closing Date, (viii) Seller will not create or grant any lien, encumbrance or charge in or to the surface estate of in the Property (other than the Permitted Exceptions) without discharging the same on or before the Closing Date, and (ix) to Seller's knowledge, no hazardous substances or materials have been or currently are stored, placed or disposed of on, in or under the Property. Seller has or will have as of the Closing full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and any required action and approvals therefor have been or will be as of the Closing duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are or will be as of the Closing duly authorized to sign the same on Seller's behalf and to bind Seller thereto. Neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Seller or the Property are or may be bound or subject.

(b) Buyer represents and warrants to Seller that Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. Neither the execution, delivery or performance of this Agreement by Buyer, nor the consummation of the transactions contemplated hereby will (i) violate or conflict with any provision of the organizational documents of Buyer, or (ii) violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Buyer is or may be bound or subject.

(c) The representations and warranties set forth in this Section 8 shall survive the Closing for a period of twenty-four (24) months.

9. **Disclaimers; Releases and Limitations**.

(a) BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 8 AND IN THE MASTER DEVELOPMENT AGREEMENT (AS LIMITED

BY THIS SECTION 9) AND IN THE DEED, BUYER DISCLAIMS ANY RELIANCE UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF SELLER OR ANY OF ITS AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES.

(b) WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8, IN THE MASTER DEVELOPMENT AGREEMENT (AS LIMITED BY THIS SECTION 9), AND IN THE DEED, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BUYER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS BUYER MAY DESIRE OR DETERMINE WARRANTED, AND THAT BUYER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8, IN THE MASTER DEVELOPMENT AGREEMENT (AS LIMITED BY THIS SECTION 9), AND IN THE DEED) OR ANY OF SELLER'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT BUYER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

(c) THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE CLOSING WITHOUT LIMITATION.

10. **The Closing**.

(a) *The Closing Date*. The closing (the "***Closing***") shall take place at Yellowstone Title Company, 309 East Broad Street, Mansfield, Texas 76063 (the "***Title Company***") on a date (the "***Closing Date***") which is the later to occur of (i) the thirtieth (30th) day after the expiration of the Inspection Period, (ii) ten (10) business days after Buyer's receipt of all Approvals, or (iii) at an earlier date mutually agreed to by Seller and Buyer in writing. Neither party shall have the obligation to have an authorized representative physically present at the Closing. All documents and payments shall be delivered on the Closing Date in escrow at the place of Closing specified herein. The Parties anticipate that Closing of the Boardwalk Property, the CVL Property, and the Lavender Lamb Property will occur on mutually agreed upon Closing Dates, subject to the following conditions: (i) Closing of the Boardwalk Property shall be subject to final survey and platting, and (ii) Closing of the CVL Property and the Lavender Lamb Property shall be subject to realignment of Heritage Parkway as shown on **EXHIBIT C**.

(b) *Seller's Closing Requirements*. At the Closing, Seller will: (i) execute, acknowledge and deliver a special warranty deed in the form attached to this Agreement as **EXHIBIT B** (the "***Deed***"), subject to the insertion of the Permitted Exceptions; (ii) execute and deliver a declaration of nonforeign status;

(iii) deliver evidence that the person executing Seller's closing documents is authorized to bind Seller; (iv) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Seller detailing the net proceeds due to Seller, after taking into account the allocation of closing costs under this Agreement; (v) execute and deliver the Ground Lease and all other documents required by the Master Development Agreement to Buyer; and (vi) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company, Buyer, or by applicable law for the Closing.

(c) *Buyer's Closing Requirements*. At the Closing, Buyer will: (i) pay the Purchase Price in immediately available funds; (ii) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Buyer detailing the gross amount due from Buyer, after taking into account the allocation of closing costs under this Agreement; (iii) execute and deliver the Ground Lease and all other documents required by the Master Development Agreement to Seller; and (iv) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company, Seller, or by applicable law for the Closing. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to purchase the Property is conditioned on the Title Company being prepared to issue the Title Policy for the Property as described in Section 5 hereof.

11. **Closing Costs**. Seller and Buyer shall pay the closing costs as follows:

(a) *Taxes*. The real and personal property taxes for the Property for the year in which the Closing occurs shall be prorated on a calendar year and per-diem basis as of the Closing Date (based on actual ad valorem taxes for the year preceding the Closing), with Seller paying for such taxes through the Closing Date and Buyer paying for such taxes thereafter. If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest (the "***Roll Back Taxes***") for periods prior to Closing, the Roll Back Taxes will be the obligation of Seller, except where exempt. Obligations imposed by this paragraph will survive Closing.

(b) *Fees and Costs*. Seller and Buyer shall split equally any and all customary closing costs, fees and other charges of the Title Company. Buyer and Seller shall pay their respective attorneys' fees.

(c) *Recording Fees*. Buyer shall pay the costs for recording the Deed. Seller shall pay the costs of recording any document to cure a Title Objection which Seller elects to cure, and any and all other recording costs shall be paid by Buyer, including for any financing.

(d) *Title Policy*. Seller shall pay the costs to issue the Title Commitment and the premium for the basic Title Policy. Buyer shall pay the costs of any additional premiums for endorsements or extended coverage, including the costs associated with the removal of the so-called survey exception. Buyer shall pay all costs associated with any title costs for financing, including lender's title insurance premiums, if any.

(e) *Survey*. Seller shall pay the cost and expense of the Survey.

12. **Possession**. On the Closing Date, Seller shall deliver possession of the Property to Buyer, free, clear and discharged of possession or use and the right of possession or use by any and all individuals and entities except for the Permitted Exceptions.

13. **Commissions**. Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Buyer and Seller covenant and agree that each will, to the extent permitted by law, hold the other harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to

negotiation or execution of this Agreement, or the purchase and sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom, alleged to be due to the other party's acts. Such obligations shall survive any termination or Closing of this Agreement.

14. **<u>Risk of Loss</u>**.

(a) *<u>Material Casualty</u>*. All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is damaged by any casualty or other occurrence prior to the Closing, Seller shall promptly notify Buyer in writing (the "***Casualty Notice***"). The Casualty Notice shall include a description of the damage in reasonable detail, Seller's estimate of the time and cost to repair the damage, and Seller's good faith reasonable determination as to whether or not the casualty damage is covered by Seller's insurance. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the Property prior to Closing to substantially the same condition it was prior to the casualty, then at Buyer's sole option, Buyer may (i) elect to terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the Closing Date, in which event all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) elect to take the Property as it then is, in which event the parties will proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the transaction in accordance with the terms of this Agreement.

(b) *<u>Eminent Domain</u>*. In the event all or any material portion of the Land is taken by eminent domain or any eminent domain or condemnation proceeding is instituted (or notice of same is given) prior to Closing, Seller shall promptly notify Buyer in writing which shall include a description in reasonable detail of the property to be taken. In such event then at Buyer's sole option, Buyer may (i) elect to terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the Closing Date, in which event all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) not terminate this Agreement and proceed to Closing, without a reduction in the Purchase Price, in which event Seller shall assign its rights to any condemnation award resulting from such event and Seller.

15. **<u>Default and Remedies</u>**.

(a) *<u>Default by Seller</u>*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Seller, Buyer may, as Buyer's sole and exclusive remedy, elect by notice to Seller within ninety (90) days following the scheduled Closing Date, either of the following: (i) terminate this Agreement, and thereafter Seller and Buyer will have no further rights or obligations under this Agreement (other than those matters which expressly survive the early termination of this Agreement); (ii) seek the remedy of specific performance of the Agreement, and in either event, except as expressly provided above, Buyer hereby waives all other remedies, including, without limitation, any claim against Seller for damages of any type or kind, including, without limitation, consequential or punitive damages; or (iii) pursue any and all remedies available to Buyer at law or in equity. Failure of Buyer to make the foregoing election within the foregoing ninety (90) day period shall be deemed an election by Buyer to terminate this Agreement, whereupon Seller and Buyer will have no further rights or obligations under this Agreement, except as expressly provided above.

(b) *<u>Default By Buyer</u>*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Buyer and such failure continues for more than ten (10) days after Buyer's receipt of written notice of such failure, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement. Notwithstanding the foregoing, nothing contained herein will limit Seller's remedies at law, in equity or as herein provided in the event of a breach by Buyer of any of the matters which expressly survive Closing or those matters which expressly survive the early termination of this Agreement.

(c) *Consequential and Punitive Damages*. Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages or lost profits for any matter or claim arising under this Agreement. This Section 15(c) shall survive Closing or early termination of this Agreement.

(d) Termination. The termination of this Agreement shall not affect the rights or obligations of the Buyer or Seller under the Master Development Agreement.

16. **Miscellaneous**.

(a) *Severability*. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

(b) *Time*. Time is of the essence of this Agreement; *however*, if the terms of this Agreement provide for the performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or the expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

(c) *Binding Effect; Assignment*. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto. Buyer may not assign this Agreement without first obtaining Seller's prior written consent thereto, which may be withheld in Seller's sole discretion. Notwithstanding the foregoing, Buyer may assign this Agreement without Seller's prior written consent to an entity affiliated with, controlling, controlled by or under common control with Buyer or any of Buyer's principals or members. Any assignment in contravention of this Section shall be void. No assignment consented to by Seller shall release Buyer herein named from any obligation or liability under this Agreement. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if the assignee were the original signatory hereto.

(d) *Amendment and Waiver*. This Agreement may be amended only by an instrument in writing executed by Seller and Buyer, with a copy sent to the Title Company. Either Buyer or Seller may waive any requirement to be performed by the other, *provided* that said waiver shall be in writing and executed by the party waiving the requirement.

(e) *Integrated Agreement*. This Agreement, together with the Exhibits hereto, and the Master Development Agreement, as amended, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties, or representations with respect to the Property between Buyer and Seller other than those set forth herein.

(f) *Choice of Law/Venue/Attorney Fees*. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

(g) *Notice*. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or by email, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be, or (iii) if by email, on the date the email is sent if the email is sent prior to 5:00 p.m. Central time or on the date after the email is sent if the email is sent after 5:00 p.m. Central time. Notices on behalf of either party may be given by the attorneys representing such party. The parties hereby designate the addresses set forth below as their respective notice addresses under the Agreement.

If to Buyer:	If to Seller:
TerraViva Global, LLC, 5 Cowboys Way, Suite 300 Frisco, Texas 75034 Attn: Richard Ellis, Manager	City of Mansfield 1200 E. Broad St. Mansfield, TX 76063 Attn: Director of Economic Development
With a copy to:	With a copy to:
Clark Hill 2600 Dallas Parkway, Suite 600 Frisco, TX 75034 Attn: David Ovard and Christy Pennington	Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107 Attn: Dean Roggia

(h) *Full Execution*. This Agreement shall be deemed fully executed and binding upon Buyer and Seller if and when Buyer and Seller have executed this Agreement or separate counterparts. The Title Company's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Company's acceptance of its obligations hereunder as set forth below.

(i) *Non-Survival*. Except as otherwise stated in this Agreement, all terms and provisions contained in this Agreement shall merge into the documents executed and/or delivered at Closing and shall not survive Closing.

(j) *Limitation of Liability*. In no event whatsoever shall Seller's liability (if any) under this Agreement and the Closing documents (including any such liability for attorneys' fees and expenses) exceed, in the aggregate, amounts authorized by Texas Local Gov't Code Ch. 271. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's directors, employees, agents, directors, officers.

(k) *Sophistication of the Parties*. Each party to this Agreement hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation and preparation of this Agreement, that it is sophisticated and experienced in real estate transaction matters, and has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement.

(l) *Counterparts*. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute one and the same instrument.

(m) *Exclusive Dealing*. Following the mutual execution of this Agreement and continuing until any termination of this Agreement, Seller shall not, and Seller shall not cause or permit Seller's employees, officers, partners, agents, representatives or other affiliates to, (a) market the Property for sale, (b) solicit, initiate, obtain, encourage, entertain, negotiate or document any proposals or offers relating to the sale, finance or lease of the Property or any interest therein, (c) discuss, negotiate or enter into any backup contract or term sheet relating to the sale, finance or lease of the Property or any interest therein or (d) grant any other party a prior right to purchase the Property.

17. **Insufficient Legal Description**. Seller and Buyer acknowledge that the description of the Property contained in Exhibit "A" of this Agreement may be technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Buyer confirm to one another that, notwithstanding such insufficiency, they desire to proceed to create this Agreement and obtain a Survey of the Property pursuant to Section 5(a) of this Agreement. Therefore, since the parties are desirous of executing this Agreement and further desire to provide certain rights to demand and successfully enforce performance, and to ensure that such rights are not precluded due to the legal description of the Property contained in Exhibit "A", Seller and Buyer agree that (a) they are experienced in transactions of the nature provided for in this Agreement; (b) in fact, they specifically are familiar with the location of the Property that is the subject of this Agreement; and (c) upon completion of, and mutual approval of, the Survey, the new legal description of the Property contained therein shall automatically be substituted for the legal description attached as Exhibit "A" to this Agreement and shall also be the legal description used in the Deed.

18. **Legal Notices**.

(a) *Texas Real Estate Licensing Act*. The Texas Real Estate License Act requires a real estate agent to advise Buyer that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Buyer.

(b) *Notice Regarding Possible Liability for Additional Taxes*. Seller notifies Buyer under Section 5.010, Texas Property Code, as follows: If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change.

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SIGNATURE PAGE

Seller and Buyer have executed this Agreement on the dates which follow below their respective signatures. Any reference herein to the "***Effective Date***," "the date of this Agreement" or "the date hereof" shall be the date on which the Title Company executes this Agreement below, acknowledging receipt a fully executed copy of this Agreement.

BUYER:

TERRAVIVA GLOBAL, LLC
a Texas limited liability company

By: ______________________________

Name: ____________________________

Title: ______________________________

Date: _____________________, 2025

SELLER:

CITY OF MANSFIELD, TEXAS,
a home-rue municipal corporation

By: ___________________________________

Name: __________________________________

Title: ____________________________________

Date: _____________________________, 2025

TITLE COMPANY:

The Title Company acknowledges receipt of this Agreement fully executed by Seller and Buyer on _____________________, 2025.

Yellowstone Title Company, 309 East Broad Street, Mansfield, Texas 76063

By:______________________________________

EXHIBIT A

PROPERTY

[Note: Add legal descriptions; amend Master Development Agreement; and obtain Mansfield City Council Approval prior to conveyance of the Property.]

(1) Hotel Carbon Parking - consisting of approximately 3.33 acres or 145,200 square feet;

(2) Cache Legitimate/KUBO Parking consisting of approximately 4.62 acres or 201,317 square feet;

(3) XO2 consisting of 0.79 acres or 34,459 square feet (the "***XO2 Property***");

(4) Verona consisting of 6.38 acres or 277,911 square feet;

(5) Boardwalk consisting of approximately 2.29 acres or 99,638 square feet;

(6) CVL consisting of 1.67 acres or 99,638 square feet;

(7) Lavender Lamb consisting of 3.28 acres or 143,108 square feet;

(8) KAI Legitimate consisting of 2.76 acres or 120,473 square feet; and

(9) Lot 3, Block 2, Final Plat of Staybolt Entertainment Addition, City of Mansfield, Tarrant and Ellis County, Texas, consisting of approximately 4.314 acres or 187,931 square feet, generally depicted below:

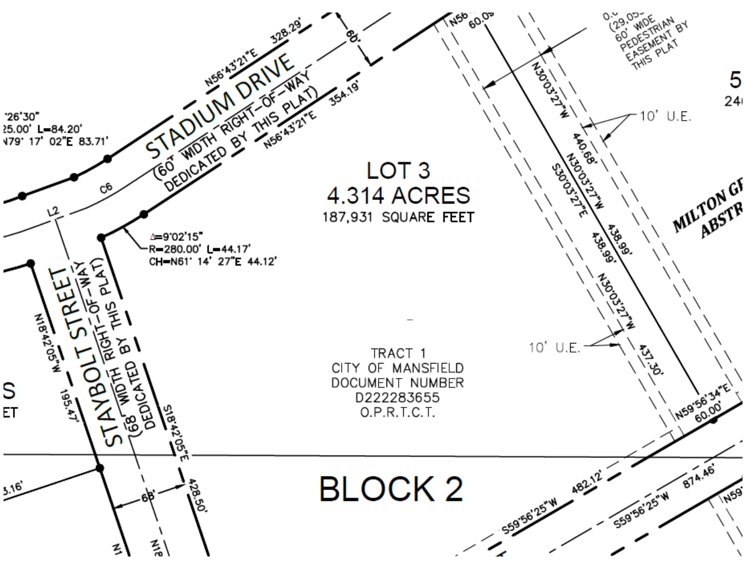

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TARRANT [and/or ELLIS] §

The City of Mansfield, a Texas home-rule municipality ("***Grantor***"), for and in consideration of the sum of $10.00 dollars and other good and valuable consideration to Grantor paid by TerraViva Global, LLC, a Texas limited liability company ("***Grantee***"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in Tarrant County [and/or Ellis], Texas, described on **EXHIBIT A** (the "***Property***"), together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto, including but not limited to (i) all improvements and fixtures on the Property, (ii) all adjacent and/or contiguous streets, roads, avenues, alleys, and rights of way, (iii) rivers, streams, and strips and gores of land adjoining, adjacent and contiguous thereto, (iv) all easements, rights of ingress and egress, rights of way, and covenants appurtenant to the Property, (v) all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the Property and (vi) all warranties, permits, approvals, licenses, rights, and authorizations and exemptions of any kind from governmental authorities related to the ownership, maintenance, use, development or operation of the Property or any improvements thereon (the "***Ancillary Rights***"). The Property and Ancillary Rights are conveyed without the express or implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on **EXHIBIT B** attached hereto.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property at depths of and below five hundred feet (500') and further provided the same do not disturb the surface of the Property or any improvements now or hereafter situated thereon.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of a perpetual subsurface easement under and through the Property at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made for the rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

Grantor hereby expressly releases and waives and conveys to Grantee, on behalf of Grantor and its successors, assigns and legal representatives, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use the surface of the Property for any purpose, including for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals associated with the Property, and, without limiting the foregoing, Grantor further expressly covenants and agrees that any oil, gas or mineral lease hereafter executed by Grantor in favor of any person, covering or affecting any such rights, shall contain a surface waiver provision by the lessee that conforms to the terms hereof.

All taxes and other assessments assessed against the Property for the year 2025 have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantor, except where exempt.

<u>Right of Reverter</u>. Grantor has reversionary rights to the XO2 Property as set forth below:

(a) Grantor and Grantee entered into a Master Development Agreement for Qualified Convention Center and Hotel Project on October 30th, 2024, as amended (the "***Master Development Agreement***"), which is incorporated by reference as if fully set forth herein and also includes Approved Plans and performance obligations for the development of the XO2 Property. Except when the context requires otherwise, the capitalized terms in this special warranty deed shall have the same definitions used in the Master Development Agreement.

(b) Pursuant to Section 4.1(c) of the Master Development Agreement, if Grantee fails to achieve Commencement of Construction of XO2 Tower by December 1st, 2027, then the XO2 Property shall automatically revert to the Grantor. The Grantor shall then have the right to re-enter and take possession of the XO2 Property and declare a termination in favor of Grantor of the title, and of all the rights, title and interests in the Property. Such title, and all rights, title and interests to the XO2 Property (including without limitation all appurtenant rights and interests thereto and all improvements made by

Grantee thereon) shall automatically revert to Grantor as provided in this paragraph. After December 1st, 2027, Grantor's recordation of a Notice of Reversion in the Tarrant County [and/or Ellis], Texas, Real Property Records (the "***Reverter***") shall be evidence of the Reverter without any further action on the part of either party.

(c) Reverter Rights Are Covenants Running with Land. Grantor, as the fee simple owner of the XO2 Property, establishes the Reverter as covenants, conditions, and restrictions upon the XO2 Property. Grantor and Grantee stipulate that (i) the Reverter touches and concerns the XO2 Property; (ii) privity of estate exists by reason of the ownership of the XO2 Property; and (iii) notice is given by filing this instrument in the Tarrant County [and/or Ellis], Texas, Real Property Records. The Reverter runs with the land making up the XO2 Property, is binding on Grantee and Grantee's successors and assigns forever, and inures to the benefit of Grantor and its successors and assigns forever.

(d) Termination of Grantor's Reverter Rights. The public purposes of the Grantor and the Board shall be considered satisfied and the City will release the automatic Reverter if the developer achieves Commencement of Construction of XO2 Tower by December 1st, 2027. Grantor's Reverter may also terminate by mutual written amendment to the Master Development Agreement. In such events, Grantor will file documents evidencing such termination in the Tarrant County [and/or Ellis], Texas, Real Property Records. In addition, the parties shall have the right to mutually amend the reverter rights by written agreement.

TO HAVE AND TO HOLD the Property and Ancillary Rights, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED to be effective the ____ day of __________________________.

GRANTOR:

CITY OF MANSFIELD, TEXAS

By: ____

Name: ____

Title: ____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _______________________ _______, __________________________ of the City of Mansfield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ___________, 202__.

[SEAL]

____
Notary Public in and for the State of Texas

____
Printed/Typed Name of Notary
My Commission Expires:__________________________

<u>GRANTEE</u>:

TERRAVIVA GLOBAL, LLC
a Texas limited liability company

By: ____

Name: ____

Title: ____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _______________________ _______, __________________________ of TerraViva Global, LLC, a Texas limited liability company and/or assigns, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ___________, 202__.

[SEAL]

____
Notary Public in and for the State of Texas

____
Printed/Typed Name of Notary
My Commission Expires:__________________________

EXHIBIT A – to form of special warranty deed

Legal Description

EXHIBIT B – to form of special warranty deed

Permitted Exceptions

EXHIBIT C

Approved Plans (Site Plan and Concept Package)