

International Bowling Campus

Location: 621 Six Flags Dr

Property Owner: International Bowling Campus LLC

621 Six Flags Dr

Arlington TX

About the Project

International Bowling Campus (formerly New Era Bowling) relocated the bowling headquarters from Wisconsin and developed a bowling campus consisting of the purchase/renovation of 103,000 SF of office space and the construction of a 15,000 SF testing and training facility on vacant property adjacent to the existing building. This project resulted in about one hundred fifty full time jobs.

Goals of the Project

New recruited enterprise, occupancy of 103,000 sf of office space and construction of 15,000 sf testing and training facility, create 145-160 FTE jobs, generate hotel occupancy tax revenues, and create minimum tax value of \$3M

Current Status

Agreement was amended in FY15 to allow for fewer jobs and a flat rate for Hotel Occupancy Tax rebate

Benefit to City

150-170 jobs created; a minimum of \$3 million in added taxable value associated with the renovation and construction; Approximately \$15,000-20,000 in additional hotel occupancy tax revenue annually

Year Approved by Council	2009	Amended in 2011 and 2015
Base Year	2008	
Beginning Year	2010	FY11
Ending Year	2019	FY20
Duration	10 years	
Base Year Value	\$ 5,500,000	real property
Property Tax Account Number(s)	04984781	
Total Rebate Allowed	55% of real property and \$10k annually of HOT	
Total Estimated Investment by Company	\$ 18,000,000	

Criteria Evaluated Complete eligible property improvements resulting in added taxable value above the base year value by at least \$3m at 621 Six Flags Drive by January 1, 2011 (according to agreement amendment dated 09-30-11).

Relocate the headquarters for the United States Bowling Congress (USBC) and Bowling Proprietors Association of American (BPAA) to the improved premises and continue to operate at this location through the duration of the agreement.

Provide at least 145 full-time equivalent jobs by January 1, 2010 and maintain for the calendar year 2010, and at least 153 jobs during each calendar year thereafter for the duration of the agreement. Jobs number was amended from 160 to 153 in 2015.

Incentives Allowed Equivalent of 55% of real property taxes collected by the City in the previous year if the Added Taxable Value of \$3m over the Base Year Value is achieved

Equivalent of 50% of hotel occupancy taxes collected by the City in the previous year upon the report of the hotel rooms directly attributable to conferences and events held on the premises by the USBC or BPAA. A flat rate of \$10,000 annually for Hotel Occupancy Tax improvements.

Year	Rebate Percentage Allowed on Eligible Property	Appraised Value	Percentage of Total Value Abated	Eligible Value	Rebates			Jobs Reported	Average Salary	Rebate as % of Total Tax Liability
					Property Tax Levy	Hotel Occupancy Tax	Total			
2010 (FY11)	55%	7,684,444	28%	2,184,444	7,785	9,563	17,349	173	54,660	9%
2011 (FY12)	55%	8,539,000	36%	3,039,000	10,831	5,793	16,624	173	61,918	8%
2012 (FY13)	55%	8,539,000	36%	3,039,000	10,831	13,313	24,144	174	61,913	11%
2013 (FY14)	55%	8,539,000	36%	3,039,000	10,831	2,075	12,906	164	65,690	6%
2014 (FY15)	0%	8,539,000	0%	-	-	-	0	0	0	0%
2015 (FY16)	55%	8,539,000	36%	3,039,000	10,831	10,000	20,831	155	55,488	9%
2016 (FY17)	-	-	-	-	-	-	-	-	-	-
2017 (FY18)	-	-	-	-	-	-	-	-	-	-
2018 (FY19)	-	-	-	-	-	-	-	-	-	-
2019 (FY20)	-	-	-	-	-	-	-	-	-	-
TOTAL					\$ 51,109	\$ 40,744	\$ 91,854			

Levy Paid to Taxing Entities

Year	City of Arlington (024)	Tarrant County (220)	Tarrant County Hospital District (224)	Tarrant County College District (225)	Arlington ISD (901)	Mansfield ISD (908)	Kennedale ISD (914)	Total Annual Tax Bill
2010 (FY11)	49,795	20,287	17,513	10,577	102,587	-	-	200,759
2011 (FY12)	55,333	22,543	19,460	12,721	111,477	-	-	221,533
2012 (FY13)	55,333	22,543	19,460	12,721	111,092	-	-	221,149
2013 (FY14)	55,333	22,543	19,460	12,766	110,338	-	-	220,440
2014 (FY15)	55,333	22,543	19,460	12,766	115,115	-	-	225,217
2015 (FY16)	55,333	22,543	19,460	12,766	120,652	-	-	230,754
2016 (FY17)	-	-	-	-	-	-	-	-
2017 (FY18)	-	-	-	-	-	-	-	-
2018 (FY19)	-	-	-	-	-	-	-	-
2019 (FY20)	-	-	-	-	-	-	-	-
	\$ 326,459	\$ 133,002	\$ 114,813	\$ 74,315	\$ 671,262	\$ -	\$ -	\$ 1,319,851

Resolution No. 08-477

A resolution authorizing the negotiation and execution of a Chapter 380 Program Agreement for Economic Development Incentives by and between New Era, LLC and the City of Arlington, Texas relative to the property located at 621 Six Flags Drive in the City of Arlington, Texas

- WHEREAS, New Era, LLC (hereinafter referred to as “New Era”) has agreed to develop an International Bowling Congress consisting of the purchase/renovation of 103,000 SF of office space at 621 Six Flags Drive and the construction of a 15,000 SF testing and training facility on vacant property adjacent to the existing building (the “Project” or the “Development”) by a target date of June 30, 2009; and
- WHEREAS, the completion of the Project will result in at least 145 Full-time Equivalent Jobs by no later than December 31, 2010, and in each calendar year thereafter, at least 160 Full-time Equivalent Jobs will be maintained; and
- WHEREAS, New Era has asked the City to consider a Chapter 380 agreement to provide annual program grants for a 10-year period; and
- WHEREAS, the grants will be based on annual payments equal to 55% of the value of real property taxes collected by the City on the incremental increase in value of the Development; and
- WHEREAS, in order to receive the maximum program grants based on added value, the Project must achieve a minimum taxable value of at least \$3,000,000; and
- WHEREAS, New Era will also receive additional program grants equal to 50% of the City’s \$.07 Hotel Occupancy Tax Revenues of hotel rooms directly attributable to the Development and received by the City in the previous year; and
- WHEREAS, the actual amount of the annual program grant based on Hotel Occupancy Tax will depend upon the extent to which the U.S. Bowling Congress (“USBC”) or the Bowling Proprietor’s Association (“BPAA”) are able to quantify the number of hotel rooms that have been utilized and are a direct result of conferences/events held by the USBC or BPAA; and
- WHEREAS, the Arlington Convention and Visitor’s Bureau will confirm the number of hotel rooms utilized by USBC and BPAA and report to the City on a quarterly basis; and

WHEREAS, no portion of the program grants paid will come directly from any Hotel Occupancy Taxes paid to the City; and

WHEREAS, the City will also waive the following fees related to the Project that would otherwise be charged by the City: building permit, plan review, landscape plan review, substitute landscape plan, amended plat application, early grading release, sign permit, and fire department permit/inspection; and

WHEREAS, the City will submit an application to the State of Texas seeking Enterprise Project designation for jobs created as a part of the overall development project and will provide one annual use of the City Suite at the Rangers Ballpark for business development functions; and

WHEREAS, a 100% recapture is in place for the life of the agreement; and

WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; and

WHEREAS, providing a program of incentives to New Era in exchange for New Era developing an International Bowling Campus and a testing and training facility in Arlington would promote local economic development, stimulate business and commercial activity and possibly create jobs within the City of Arlington; and

WHEREAS, CITY finds that the Chapter 380 Program Agreement for Economic Development Incentives will directly accomplish a public purpose, and that the proposed transactions involving the use of public funds and resources contain sufficient controls to protect the public interest; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to negotiate and execute a Chapter 380 Program Agreement for Economic Development Incentives with New Era,

and other necessary or required parties, to provide certain economic incentives associated with securing New Era's obligations under the Chapter 380 Program Agreement.

III.

The City Manager or his designee, with concurrence of the City Attorney, is hereby authorized to take any and all other action that may be necessary or appropriate, including the execution and delivery of such further agreements and documents as may be negotiated with New Era, and any other necessary or required parties, to secure New Era's obligations under the Chapter 380 Program Agreement.

IV.

In authorizing the negotiation and execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

V.

A substantial copy of the Chapter 380 Program Agreement for Economic Development Incentives is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 16th day of December, 2008, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



Robert N. Cluck

ROBERT N. CLUCK, Mayor

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY *Jay Doegey*

THE STATE OF TEXAS § **CHAPTER 380 PROGRAM AGREEMENT**
 § **FOR ECONOMIC DEVELOPMENT**
 COUNTY OF TARRANT § **INCENTIVES**

THIS AGREEMENT is executed by and between **NEW ERA, LLC**, a corporation authorized to do business in Texas (hereafter referred to as "OWNER"), its address being 621 SIX FLAGS DR, ARLINGTON, TX 76011 and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, CITY has found that providing a program consisting of a grant of funds to OWNER in exchange for OWNER'S completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as "PROGRAM"); and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the program provided herein; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual covenants and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

- A. "Added Taxable Value" is defined as the value of the Improved Premises above the Base Year Value, as determined by the Tarrant Appraisal District.
- B. "Base Year Value" is defined as the taxable value of the Premises on January 1 of 2008, as determined by the Tarrant Appraisal District.
- C. "Development" is defined as the construction of the International Bowling Campus consisting of the purchase and renovation of 103,000 square feet of office space at 621 Six Flags Dr. and the construction of a 15,000 square foot testing and training facility on vacant property adjacent to the existing building; and the relocation of the headquarters for the United States Bowling Congress and Bowling Proprietors Association of America to Arlington, Texas.

- D. "Premises" are defined as the real property (land and improvements) located at 621 Six Flags Dr. as described in **Exhibit "A"**, which existed on January 1, 2008.
- E. "Improved Premises" are defined as the real property (land and improvements) located at 621 Six Flags Dr. after the renovation of 103,000 square feet of office space and the construction of a 15,000 square foot testing and training facility is complete.

II

Term

This Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date CITY makes to OWNER the tenth grant payment as detailed in V(A) below, unless sooner terminated in accordance with this Agreement.

III.

General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.

IV.

Improvement Conditions and Requirements

In order to be eligible for and keep the incentives described in section V below, the following must occur:

- A. OWNER shall improve the Premises by completing the renovation of 103,000 square feet of office space and the construction of a 15,000 square foot testing and training facility by June 30, 2009. Such date may be extended upon mutual agreement of the parties.
- B. No later than January 1, 2010, the taxable value of the "Improved Premises" shall have increased by at least \$3 million over the Base Year Value.
- C. The headquarters for the United States Bowling Congress ("USBC") and Bowling Proprietors Association of America ("BPAA") shall be relocated to the Improved Premises by January 1, 2010 and continue to operate on the Improved Premises throughout the term of this Agreement.
- D. OWNER shall provide and fill at least one hundred and forty-five (145) full-time equivalent jobs at the Improved Premises by no later than January 1, 2010. In each calendar year thereafter during the term of this Agreement OWNER shall

provide and fill at least one hundred and sixty (160) full-time equivalent jobs at the Improved Premises.

- E. On or before February 1 of each year, OWNER shall provide CITY with sufficient documentation evidencing the number of full time equivalent jobs provided and filled by OWNER at the Improved Premises.
- F. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent.
- G. On a quarterly basis, OWNER shall provide CITY with a report showing the number of hotel rooms directly attributable to conferences and events held by the USBC or BPAA. Additionally, upon reasonable notice to OWNER by CITY, OWNER shall allow CITY to inspect and review all supporting data, information and materials used to calculate the number of hotel rooms reported by OWNER and to request additional information if necessary to correctly calculate the grant amount.
- H. OWNER shall enter into an agreement with the Arlington Convention and Visitor's Bureau for the calculation of the number of hotel rooms directly attributable to conferences and events held on the Improved Premises by the USBC or BPAA. *See Exhibit "B"*.

V. **Incentives**

In exchange for OWNER'S completion and compliance with the conditions and requirements set forth in section IV above, CITY shall do the following:

- A. On an annual basis, beginning in 2011 and ending in 2020, CITY agrees to pay to OWNER a grant payment calculated as provided in this paragraph, V (A). The amount of each grant payment shall be determined annually and shall be equal to the sum of: an amount equal to 55% of the real property taxes collected by CITY in the previous year on the Added Taxable Value plus an amount equal to 50% of CITY's hotel occupancy tax revenue from the previous year for hotel rooms directly attributable to conferences and events held on the Improved Premises by the USBC or BPAA.
- B. All grant payments will be paid by CITY to OWNER on or before June 1 of each year, beginning in 2011 and ending in 2020, provided Conditions and Requirements contained in Paragraph IV herein have been met.
- C. CITY agrees to waive the following fees related to the Development, unless otherwise prohibited by applicable law, ordinance, or regulation: building permit fee, plan review fee, landscape plan review fee, substitute landscape plan review

fee, amended plat application fee, early grading release fee, sign permit fee, and fire permit/inspection fee. Notwithstanding anything to the contrary herein, in no event will CITY waive or reimburse OWNER for any water or sewer impact fees or fees of any nature assessed by a third party such as third party inspection fees.

- D. CITY agrees to submit an application to the State of Texas seeking State Enterprise Project designation based on the jobs that are created by the Development.
- E. CITY agrees to provide to OWNER use of CITY's Suite at the Ranger Ballpark in Arlington for one game per season throughout the term of this Agreement. Use of suite by OWNER shall be for OWNER's business development functions and in accordance with CITY's guidelines relating to use of the suite.
- F. CITY shall use good faith efforts to work with OWNER to establish a procedure by which CITY can expedite all CITY approvals, including permits and inspections, for the Development. CITY will also provide a dedicated staff member to assist with real-time plan review and inspection.

VI. **Breach**

- A. **Breach** - A breach of this Agreement may result in termination or modification of this Agreement, non payment by CITY of grant funds allowed by this Agreement and/or recapture by CITY of grant funds previously paid and fees waived. The following, if not cured below, shall constitute a breach of this Agreement:

OWNER fails to meet the conditions and requirements specified in Section IV (A), IV (B), IV (C), IV (D), IV (F), IV (G) or IV (H) above.

- B. **Notice of Default** - In the event that CITY makes a reasonable determination that OWNER has defaulted under this Agreement by failing to comply with the provisions specified in subsection VI (A) above, then CITY shall give OWNER written notice of such default. OWNER has thirty (30) days following receipt of said written notice to reasonably cure such default, or OWNER shall be in breach and this Agreement may be terminated by CITY, and non-payment of fees may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section VIII of this Agreement. It shall be the duty of CITY to determine whether to require non-payment of incentive monies.
- C. **Recapture** - During the term of this Agreement, should OWNER commit a default of this Agreement according to subsection VI (A) above, and OWNER does not cure as provided in subsection VI (B) above, OWNER shall be in breach of this Agreement, and CITY may terminate this Agreement and recapture all grant payments previously made to OWNER and all waived fees. OWNER shall make

such repayments to CITY within 15 days of written request to OWNER from CITY at the address provided by OWNER as reflected in paragraph VIII herein.

VII.

Effect of Sale or Lease of Property

The grants authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises unless such assignment is approved in writing by CITY.

VIII.

Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: New Era, LLC
621 SIX FLOES DR
ARLINGTON, TX 76011
Attn: KEVIN DORNBERGER

CITY: City of Arlington
City Manager's Office
P.O. Box 90231
Arlington, Texas 76004-3231
Attn: Economic Development Manager

IX.

City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Chapter 380 Program Agreement for Economic Development Incentives on behalf of the CITY.

X.

Severability

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

XI.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the incentives in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XII.
OWNER's Standing

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XIII.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XIV.
Indemnification

It is understood and agreed between the parties that OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any claims, damages, verdicts or judgments arising out of actions or omissions by OWNER or caused by OWNER in breach of this agreement. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XV.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the

requirements of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVI.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XVII.
Signatories

This Agreement is effective and binding on those parties that have duly signed below.

XVIII.
**Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses**

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons or organizations proposed for work on this Agreement, OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

XIX.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of City Council and such consent shall not be unreasonably withheld, provided however, the procedures set out in Section VII, Effect of Sale or Lease of Property, is binding for the assignment situation specifically described in Section VI.

XXI.
Execution of Agreement

This Agreement must be executed within sixty (60) days after the date this Agreement is authorized by the City of Arlington City Council and presented to OWNER for signature. This Agreement has been authorized by City Council on December 16, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of April, 2009.

NEW ERA, LLC

BY 

Signature
KEVIN DORNBERGER

Typed or Printed Name
DIRECTOR

Typed or Printed Title

WITNESS:

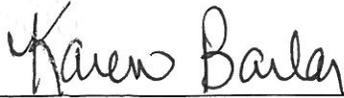


CITY OF ARLINGTON, TEXAS

BY 
Fiona M. Allen

Deputy City Manager

ATTEST:



Karen Barlar

KAREN BARLAR,
City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

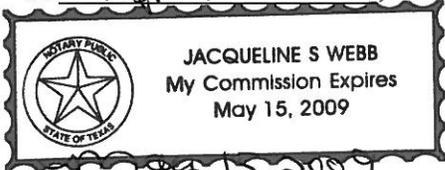
BY Mary Stuenkel

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

NEW ERA, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin Dornberger, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through Drivers Licence (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **NEW ERA, LLC**, and as the Director of **NEW ERA, LLC**, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of April, 2009.



May 15, 2009
My Commission Expires

Jacqueline S Webb

Notary Public in and for
The State of Texas

Jacqueline S. Webb
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Fiona M. Allen known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, a municipal corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of February, 2009. ack
2010

2/10
My Commission Expires

Ann C. Jones

Notary Public in and for
The State of Texas

Ann C. Jones
Notary's Printed Name

Exhibit "A"

BEING a 6.358 acre tract of land out of the J. Wilson Survey, Abstract No. 1631. Tarrant County, Texas, and also being all of Site 69, Six Flags Business Park, an addition to the City of Arlington, as recorded in Volume 388-160, Page 85, Plat Records, Tarrant County, Texas. Said 6.358 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a X-cut found, said point being the intersection point of the northwest corner of said Site 69, and the south right-of-way line of Road to Six Flags (an 80 foot right-of-way, at this point);

THENCE East along the North line of said Site 69 and the South line of said Road to Six Flags, for a distance of 68.34 feet to a found ½ inch iron rod, being the point of curvature of a non-tangent curve to the left, having a delta of 09 degrees 11 minutes 40 seconds, a radius of 934.00 feet and a long chord bearing and distance of South 85 degrees 24 minutes 10 seconds East, 149.72 feet;

THENCE continuing along said lines, for an arc distance of 149.88 feet to the end of said curve and a found ½ inch iron rod;

THENCE East, continuing along said lines, for a distance of 138.45 feet to a found ½ inch iron rod, and the point of curvature of a curve to the right, having a delta of 113 degrees, 35 minutes 14 seconds, a radius of 65.00 feet, and a long chord bearing and distance of South 33 degrees 12 minutes 23 seconds East, 108.77 feet;

THENCE along said curve and continuing along said lines, for an arc distance of 128.86 feet to the end of said curve and a set ½ inch iron rod being located in the west right-of-way line of Six Flags Drive (an 80 foot right-of-way);

THENCE South 23 degrees 35 minutes 14 seconds West, along the west line of said Six Flags Dr. and the east line of said Site 69, for a distance of 38.00 feet to a found ½ inch iron rod and the point of curvature of a curve to the left, having a delta of 04 degrees 35 minutes 28 seconds, a radius of 935.00 feet and a long chord bearing and distance of South 21 degrees 17 minutes 30 seconds West, 74.90 feet;

THENCE continuing along said lines and said curve, for an arc distance of 74.92 feet to the end of said curve and an "X" cut in concrete;

THENCE South 23 degrees 35 minutes 14 seconds West, continuing along said lines, for a distance of 124.77 feet to a found ½ inch iron rod and the point of curvature of a curve to the left, having a delta of 18 degrees 03 minutes 45 seconds, a radius of 994.93 feet and a long chord bearing and distance of South 14 degrees 33 minutes 21 seconds West, 312.36 feet;

THENCE continuing along said curve and said lines, for an arc distance of 313.65 feet to a found ½ inch iron rod and the end of said curve;

THENCE West, leaving said right-of-way line and following along the south line of said Site 69, for a distance of 629.72 feet to a set ½ inch iron rod;

THENCE North, for a distance of 192.00 feet to a found ½ inch from rod;

THENCE East, for a distance of 385.00 feet to a X-cut in concrete;

THENCE North 00 degrees 00 minutes 20 seconds West, for a distance of 432.35 feet to the POINT OF BEGINNING and CONTAINING 276,942 square feet or 6.358 acres of land.

Exhibit "B"

ROOM DETERMINATION AGREEMENT

THIS ROOM DETERMINATION AGREEMENT (this "**Agreement**") is made as of this ___ day of September, 2009, by and among New Era Bowling, LLC, a Wisconsin limited liability company ("**New Era**"), and the Arlington Convention and Visitors Bureau, Inc., a Texas non-profit corporation ("**CVB**").

RECITALS:

The City of Arlington, Texas (the "**City**") and New Era have entered into a Chapter 380 Program Agreement For Economic Development Incentives, dated as of the date hereof (the "**380 Agreement**"), whereby the City, among other things, has agreed to pay to New Era an amount equal to 50% of hotel occupancy tax revenue received by the City that is attributable to conferences and events held, in whole or in part, at 621 Six Flags Drive, Arlington, Texas (the "**Improved Premises**") by or in connection with the United States Bowling Congress, Inc., a non-profit Wisconsin corporation (the "**USBC**") and/or the Bowling Proprietors' Association of America, Inc., an Illinois corporation (the "**BPAA**" and together with USBC, the "**Incentive Group**").

The City and New Era desire that the number of hotel rooms occupied and occupancy tax generated in connection with Incentive Group activities be determined in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED:**

ARTICLE I: DEFINED TERMS

- 1.1 "**City Representative**" means the City Manager of the City of Arlington, Texas.
- 1.2 "**CVB Representative**" means the Chief Executive Officer of the CVB.
- 1.3 "**New Era Representative**" means the Director of Meetings and Events of the BPAA or other designee.
- 1.4 "**Qualified Room Provider**" any hotel, motel or other entity or organization that offers for occupancy Qualified Rooms.
- 1.5 "**Qualified Room**" means any room located in the City of Arlington:
 - (a) for which Municipal Hotel Occupancy Tax is imposed and collected by authority of Texas Tax Code, Chapter 351; and
 - (b) which was occupied by or otherwise used by: (A) individuals participating in and/or attending Qualified Events and their respective guests; and/or (B) agents, officials and vendors participating in or servicing participants in Qualified Events, media representatives covering any such Qualified Event or and service providers engaged to provide services in connection with any Qualified Event.

1.6 “**Qualified Event**” means any tournament, conference, meeting or other group gathering that: (a) takes place, in whole or in part, at the Improved Premises; and (b) is sponsored or otherwise arranged, in whole or in part, by New Era or either member of the Incentive Group.

ARTICLE II: ROOM DETERMINATION

2.1 Determination Method and Submission to CVB.

(a) The number of Qualified Rooms shall be determined as follows: within 30 days following a Qualified Event, a review of the records shall be conducted jointly between New Era and each Qualified Room Provider that rented rooms in connection with the Qualified Event (each such provider, a “**Participating Vendor**”). New Era and the Participating Vendor shall complete a report based on the review findings and New Era shall deliver the report (“**Qualified Rooms Report**”) to the CVB in the form of the attached Exhibit “A”. New Era shall submit the Qualified Rooms Report not more than 90 days following conclusion of the Qualified Event (“**CVB Reporting Date**”).

(b) If the Participating Vendor and New Era are unable to agree on the number of Qualified Rooms or any other data to be included in the Qualified Rooms Report, New Era shall make a New Era Representative available to a representative of the Participating Vendor to engage in good faith negotiations to reach a mutual agreement on the content of the Qualified Rooms Report prior to the CVB Reporting Date. The CVB shall use reasonable efforts to encourage the Participating Vendor to engage in such negotiations in good faith. If the Participating Vendor and New Era are unable to reach an agreement, the CVB Reporting Date shall be extended for a reasonable time and the Participating Vendor and New Era shall each submit a separate report to the CVB with a statement explaining the disparity in the reports (the “**Vendor Report**” and “**Incentive Report**”, respectfully).

2.2 Notice to Challenge; Procedures.

Within thirty (30) business days following submission of either the Qualified Rooms Report or New Era and Vendor Report, the CVB shall notify New Era in writing if it disagrees with New Era and specify in detail why. The parties agree to use their best efforts to arrive at an agreement as to the number of Qualified Rooms for the Qualified Event. If the parties cannot agree, at the request of New Era, each party shall choose its own independent consultant at its own expense to: (i) review the report or reports; and (ii) use best efforts to work together with the other party’s consultant to reach agreement as to the number of Qualified Rooms. If the parties’ respective consultants cannot reach an agreement then, upon mutual agreement of New Era and CVB, the two consultants shall appoint a third independent consultant to make a final binding determination of Qualified Rooms for the specified Qualified Event. Each party shall pay 50% of the third consultant’s reasonable fees and expenses.

ARTICLE III: REPRESENTATIONS

3.1 Existence. The CVB is duly organized and validly existing as a non-profit corporation under the laws of the State of Texas.

3.2 Authority. The CVB has full power and authority to agree to the terms of this Agreement and to carry out the CVB's obligations hereunder.

3.3 Existence. New Era is a non-profit limited liability company organized under the laws of the State of Wisconsin.

3.4 Authority. New Era has full power and authority to agree to the terms of this Agreement and to carry out New Era's obligations hereunder.

ARTICLE IV: MISCELLANEOUS

4.1 Term; Amendment. This Agreement shall be effective commencing on the Effective Date and shall terminate on the date the City makes to New Era the tenth grant payment as detailed in the 380 Agreement. It is agreed that New Era may in good faith propose one or more amendments to the terms of this Agreement relating to the methods used to calculate Qualified Rooms. This Agreement may be amended only by a writing signed by the CVB and New Era with concurrence of the City Manager or his designee and the City Attorney or his designee pursuant to Resolution No. 08-477, paragraph III, and no additional City Council authority shall be required prior to amendment.

4.2 Notices. All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

NEW ERA: New Era Bowling, LLC
621 Six Flags Drive
Arlington, Texas 76011
Attn: _____

CVB: Arlington Convention and Visitors Bureau
1905 E. Randol Mill Road
Arlington, Texas 76011
Attn: Chief Executive Officer

4.3 Choice of Law. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

4.4 City Authorization; Effectiveness. By Resolution No.08-477 of the City Council, the City Manager or his designee was authorized to execute the 380 Program Agreement, to which this Agreement is an exhibit. This Agreement is effective as of the effective date of the 380 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

NEW ERA BOWLING, LLC

BY SA B/Upson
Signature
STUART UPSON
Typed or Printed Name
EXECUTIVE DIRECTOR, USBC
Typed or Printed Title

WITNESS:

[Handwritten Signature]

ARLINGTON CONVENTION AND VISITORS BUREAU

By: [Handwritten Signature]
Jay Burress
Chief Executive Officer

ATTEST:

Name: _____
Title: _____

CITY OF ARLINGTON, TEXAS
APPROVED WITH RESPECT TO SECTION .1 AND AS TO FORM:

BY Fiona M Allen
Signature
Fiona M. Allen
Typed or Printed Name
Deputy City Manager
Typed or Printed Title

Resolution No. 11-365

A resolution authorizing the execution of the First Amendment to the Chapter 380 Program Agreement for Economic Development Incentives by and between New Era, LLC and the City of Arlington, Texas relative to the property located at 621 Six Flags Drive in the City of Arlington, Texas

WHEREAS, on December 16, 2008, City Council approved Resolution No. 08-477, authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives (Agreement) by and between New Era, LLC (New Era) and the City of Arlington, Texas (the City) relative to New Era developing an International Bowling Congress consisting of the purchase/renovation of 103,000 SF of office space at 621 Six Flags Drive and the construction of a 15,000 SF testing and training facility on vacant property adjacent to the existing building (the "Project" or the "Development") by a target date of June 30, 2009; and

WHEREAS, due to slight construction delays surrounding the building renovation and expansion, New Era has requested an amendment to the Agreement to extend the time to complete the construction and renovation of the Premises and to extend the time to increase the taxable value of the Improved Premises over the Base Year value; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

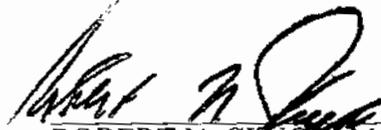
II.

That the City Manager or his designee is authorized to execute the First Amendment to the Chapter 380 Program Agreement for Economic Development Incentives (the "Amendment") with New Era, LLC and other necessary or required parties, to extend the time to complete the construction and renovation of the Premises and to extend the time to increase the taxable value of the Improved Premises over the Base Year value.

III.

A substantial copy of the Amendment is attached hereto and incorporated herein for all purposes.

PRESENTED AND PASSED on this the 27th day of September, 2011, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



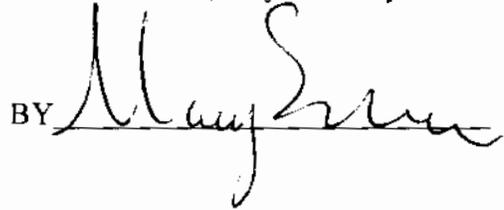
ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY 

STATE OF TEXAS § **SECOND AMENDMENT TO THE**
 § **CHAPTER 380 PROGRAM AGREEMENT**
 § **FOR ECONOMIC DEVELOPMENT**
COUNTY OF TARRANT § **INCENTIVES**

THIS SECOND AMENDMENT TO THE CHAPTER 380 PROGRAM AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES is entered into by and between the CITY OF ARLINGTON, TEXAS, a home-rule municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee (hereafter referred to as "CITY"), and INTERNATIONAL BOWLING CAMPUS, LLC, a corporation authorized to do business in Texas, (hereafter referred to as "OWNER"), its address being 621 Six Flags Dr., Arlington, Texas 76011.

WITNESSETH:

WHEREAS, CITY and OWNER entered into a Chapter 380 Program Agreement for Economic Development Incentives ("Agreement") dated April 1, 2009, relative to certain improvements at 621 Six Flags Dr., Arlington, Texas 76011; and

WHEREAS, On July 21, 2011, the OWNER changed its name from New Era, LLC to International Bowling Campus, LLC; and

WHEREAS, On September 30, 2011, CITY and OWNER executed a First Amendment to the Agreement to extend the time to complete the construction and renovation of the Premises and the time to increase the taxable value of the Improved Premises over the Base Year Value; and

WHEREAS the OWNER has requested additional amendments to the Agreement to revise the grant payment provided to OWNER and to reduce the minimum number of full time employees; and

WHEREAS, CITY and OWNER now want to amend the Agreement, as specified below; NOW THEREFORE;

In consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

Subsections IV.D. and V.A. of the Agreement between CITY and OWNER shall be amended to read as follows:

IV.D. OWNER shall provide and fill at least one hundred and forty-five (145) full-time equivalent jobs at the Improved Premises by no

later than January 1, 2010. In each calendar year thereafter during the term of this Agreement OWNER shall provide and fill at least one hundred and fifty three (153) full-time equivalent jobs at the Improved Premises.

V.A. On an annual basis, beginning in 2011 and ending in 2014, CITY agrees to pay to OWNER a grant payment calculated as follows: the amount of each grant payment shall be determined annually and shall be equal to the sum of: an amount equal to 55% of the real property taxes collected by CITY in the previous year on the Added Taxable Value plus an amount equal to 50% of the CITY's hotel occupancy tax revenue from the previous year for hotel rooms directly attributable to conferences and events held on the Improved Premises by the USBC or BPAA.

On an annual basis, beginning in 2016 and ending in 2020, CITY agrees to pay to OWNER a grant payment calculated as follows: the amount of each grant payment shall be determined annually and shall be equal to the sum of: an amount equal to 55% of the real property taxes collected by CITY in the previous year on the Added Taxable Value plus \$10,000.

EXECUTED THIS 27th day of October, 2015.

**INTERNATIONAL BOWLING
CAMPUS, LLC**

By: [Signature]
Title: Chairman IBC
Date: 10/27/15

CITY OF ARLINGTON, TEXAS

By: Jim PARDON
Name: JFP
Title: DCM

WITNESS:

[Signature]

ATTEST:

[Signature]
Mary W. Supino, City Secretary

APPROVED AS TO FORM:

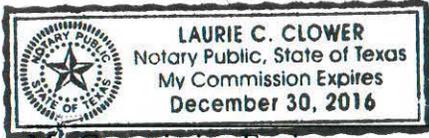
[Signature]
Teris Solis, City Attorney

THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

INTERNATIONAL BOWLING CAMPUS, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Frank DeSocio, who is known to me or who was proved to me on the oath of Laurie Clower (name of person identifying the acknowledging person) or who was proved to me through driver's license (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **INTERNATIONAL BOWLING CAMPUS, LLC**, as the Chairman thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of October, 2015.



My Commission Expires
December 30, 2016

Laurie C. Clower
Notary Public, State of Texas
Laurie Clower
Notary's Printed Name

THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

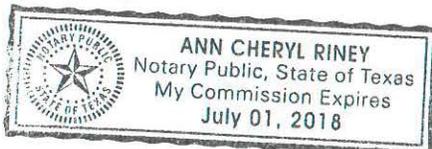
CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James J. Peepjok known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the Deputy City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of November, 2015.

7/1/18
My Commission Expires

Ann Cheryl Riney
Notary Public, State of Texas
Ann Cheryl Riney
Notary's Printed Name



Resolution No. 15-255

A resolution authorizing the execution of the Second Amendment to the Chapter 380 Program Agreement for Economic Development Incentives by and between International Bowling Campus, LLC and the City of Arlington, Texas relative to the property located at 621 Six Flags Drive in the City of Arlington, Texas

WHEREAS, on December 16, 2008, City Council approved Resolution No. 08-477, authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives (the "Agreement") by and between New Era, LLC ("New Era") and the City of Arlington, Texas (the "City") relative to New Era developing an International Bowling Congress consisting of the purchase/renovation of 103,000 SF of office space at 621 Six Flags Drive and the construction of a 15,000 SF testing and training facility on vacant property adjacent to the existing building; and

WHEREAS, on July 21, 2011, New Era changed its name from New Era, LLC to International Bowling Campus, LLC ("IBC"); and

WHEREAS, on September 27, 2011, City Council approved Resolution No. 11-365 authorizing the execution of a First Amendment to the Agreement to extend the time to complete construction and renovation of the premises due to construction delays and to extend the time to increase the taxable value of the improved premises over the base year value; and

WHEREAS IBC has requested additional amendments to the Agreement to revise the grant payment provided to IBC and to reduce the minimum number of full time employees; and

WHEREAS, the City and IBC now want to amend the Agreement, as specified below;
NOW THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute the Second Amendment to the Chapter 380 Program Agreement for Economic Development Incentives (the "Second Amendment") with International Bowling Campus, LLC and other necessary or required parties, amending the Agreement for the remaining five years of the Agreement (FY 2016–2020) relative to: 1) changing the manner in which the hotel occupancy portion of the grant is calculated to provide a flat \$10,000 reimbursement to IBC annually; and 2) reducing the minimum full-time jobs requirement from 160 to 153.

III.

A substantial copy of the Second Amendment is attached hereto and incorporated herein for all purposes.

PRESENTED AND PASSED on this the 13 day of October, 2015, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

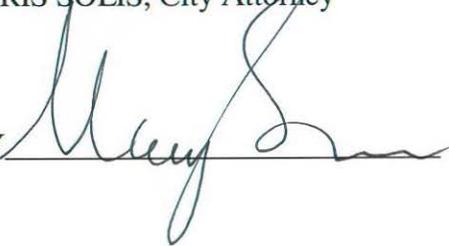
ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY



STATE OF TEXAS § **SECOND AMENDMENT TO THE**
 § **CHAPTER 380 PROGRAM AGREEMENT**
 § **FOR ECONOMIC DEVELOPMENT**
COUNTY OF TARRANT § **INCENTIVES**

THIS SECOND AMENDMENT TO THE CHAPTER 380 PROGRAM AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES is entered into by and between the CITY OF ARLINGTON, TEXAS, a home-rule municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee (hereafter referred to as "CITY"), and INTERNATIONAL BOWLING CAMPUS, LLC, a corporation authorized to do business in Texas, (hereafter referred to as "OWNER"), its address being 621 Six Flags Dr., Arlington, Texas 76011.

WITNESSETH:

WHEREAS, CITY and OWNER entered into a Chapter 380 Program Agreement for Economic Development Incentives ("Agreement") dated April 1, 2009, relative to certain improvements at 621 Six Flags Dr., Arlington, Texas 76011; and

WHEREAS, On July 21, 2011, the OWNER changed its name from New Era, LLC to International Bowling Campus, LLC; and

WHEREAS, On September 30, 2011, CITY and OWNER executed a First Amendment to the Agreement to extend the time to complete the construction and renovation of the Premises and the time to increase the taxable value of the Improved Premises over the Base Year Value; and

WHEREAS the OWNER has requested additional amendments to the Agreement to revise the grant payment provided to OWNER and to reduce the minimum number of full time employees; and

WHEREAS, CITY and OWNER now want to amend the Agreement, as specified below; NOW THEREFORE;

In consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

Subsections IV.D. and V.A. of the Agreement between CITY and OWNER shall be amended to read as follows:

IV.D. OWNER shall provide and fill at least one hundred and forty-five (145) full-time equivalent jobs at the Improved Premises by no

later than January 1, 2010. In each calendar year thereafter during the term of this Agreement OWNER shall provide and fill at least one hundred and fifty three (153) full-time equivalent jobs at the Improved Premises.

V.A. On an annual basis, beginning in 2011 and ending in 2014, CITY agrees to pay to OWNER a grant payment calculated as follows: the amount of each grant payment shall be determined annually and shall be equal to the sum of: an amount equal to 55% of the real property taxes collected by CITY in the previous year on the Added Taxable Value plus an amount equal to 50% of the CITY's hotel occupancy tax revenue from the previous year for hotel rooms directly attributable to conferences and events held on the Improved Premises by the USBC or BPAA.

On an annual basis, beginning in 2016 and ending in 2020, CITY agrees to pay to OWNER a grant payment calculated as follows: the amount of each grant payment shall be determined annually and shall be equal to the sum of: an amount equal to 55% of the real property taxes collected by CITY in the previous year on the Added Taxable Value plus \$10,000.

EXECUTED THIS 27th day of October, 2015.

**INTERNATIONAL BOWLING
CAMPUS, LLC**

By: [Signature]
Title: Chairman IBC
Date: 10/27/15

CITY OF ARLINGTON, TEXAS

By: Jim PARDON
Name: JFP
Title: DCM

WITNESS:

[Signature]

ATTEST:

[Signature]
Mary W. Supino, City Secretary

APPROVED AS TO FORM:

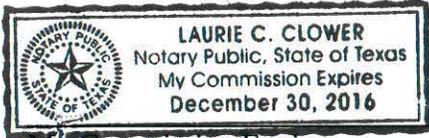
[Signature]
Teris Solis, City Attorney

THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

INTERNATIONAL BOWLING CAMPUS, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Frank DeSocio, who is known to me or who was proved to me on the oath of Laurie Clower (name of person identifying the acknowledging person) or who was proved to me through driver's license (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **INTERNATIONAL BOWLING CAMPUS, LLC**, as the Chairman thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of October, 2015.



My Commission Expires
December 30, 2016

Laurie C. Clower
Notary Public, State of Texas
Laurie Clower
Notary's Printed Name

THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James J. Peepjok known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the Deputy City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of November, 2015.

7/1/18
My Commission Expires

Ann Cheryl Riney
Notary Public, State of Texas
Ann Cheryl Riney
Notary's Printed Name

