

Six Flags Entertainment Corporation

Location: 1000 Ballpark Way
Property Owner: Six Flags Entertainment Corporation
 1000 Ballpark Way, Ste 400
 Arlington TX 76011

About the Project

Six Flags seeks to create a world corporate headquarters in Arlington and occupy the 40,842 sq. Ft. of office space presently occupied by the Texas Rangers in the Centerfield Office Building. The Rangers plan to relocate their corporate headquarters to the new Globe Life Field prior to opening day in March of 2020. Six Flags has performed a thorough analysis of the Ballpark office space and determined that the space must be comprehensively renovated and updated to accommodate their business needs and the anticipated functions associated with their world headquarters. Six Flags will lease the office space from the Rangers for 15 years, with the option of two 5-year extensions to the lease term. During the lease term, they would maintain a minimum of 120 FTE's. The project budget to comprehensively renovate the office space is \$6M. Because the City owns the building and has the long-term interest of maintaining the useful economic life of the Ballpark, the City will reimburse Six Flags for the cost to renovate the space.

Goals of the Project

Corporate headquarter relocation; job creation

Current Status

Benefit to City

An economic impact analysis conducted by Impact Data Source projects over \$80M in taxable sales and purchases and the retention/creation of 176 direct and indirect jobs with a \$331 million estimated payroll during the term of the agreement. The timing of the building renovation eliminates any vacancy loss, secures a stable corporate headquarters lease that will minimize required periodic tenant improvements, and maintains the strength and vibrancy of the Entertainment District with a long-term anchor tenant which will improve our business recruitment and retention.

More importantly, this agreement marks a clear step forward in our ongoing Ballpark preservation and adaptation. At the same time, with the extension of the existing Rangers lease, the city will avoid significant Ballpark operating and maintenance costs which are projected at \$2M annually or \$22M over the 11-year Rangers lease extension.

Year Approved by Council	2019	
Base Year	n/a	
Beginning Year	2019	
Ending Year	2035	
Duration	17 years	
Base Year Value	n/a	
Property Tax Account Number(s)	n/a	
Total Incentives Allowed	\$ 9,000,000	
Total Estimated Investment by Company*	\$ 6,000,000	
Total Funds Distributed to Company To Date	\$ 3,000,000	2020
	\$ 3,000,000	
	\$ 6,000,000 TOTAL	

*Existing Six Flags Parks in the city are not part of this agreement and continue to pay for all property taxes, sales taxes, fees and utility costs.

Criteria Evaluated Owner or one of its direct or indirect wholly-owned subsidiaries, as tenant, to enter into a lease agreement with Rangers Baseball Real Estate LLC for the Premises for an initial lease term of no less than 15 years
 Owner to submit application for building permit by 3/31/2020
 Solicit and receive no less than three bids for the general contractor for the Project
 Owner to complete Project and received final Certificate of Occupancy by 12/1/2020
 Owner to locate the world headquarters to the Premises by 12/1/2020 and maintain operations for duration of agreement.
 Owner to located a minimum of 120 Jobs at the Premises by 12/1/2020 and maintain for duration of agreement.
 Ensure that all Eligible Property conforms to applicable building codes, zoning ordinances and all other state, federal, or local laws, ordinances and regulations.
 Do not fail to render for taxation any business personal property owned by Owner and located within the City of Arlington
 Do not allow ad valorem taxes to become delinquent on any property located within the City of Arlington
 Do not knowingly employ any undocumented workers

Incentives Allowed Two reimbursement payments, not to exceed \$6,000,000, paid to the Owner upon the following:
 - \$3,000,000 upon Owner providing proof of executed lease agreement, building permit application, contractor bids, and substantiation of Project Costs
 - \$3,000,000 upon Owner providing substantiation of Project Costs not previously reimbursed
 Annual \$200,000 payments, beginning in 2021 and continuing until 2035, due on/before September 1 of each year. Total annual grants not to exceed \$3,000,000.

Reimbursement Payments		Year	Annual Payments	TOTAL PAYMENTS	
12/23/2020	6,000,000.00	FY21	200,000.00	TOTAL	6,600,000.00
TOTAL	6,000,000.00	FY22	200,000.00		
		FY23	200,000.00		
		FY24			
		FY25			
		FY26			
		FY27			
		FY28			
		FY29			
		FY30			
		FY31			
		FY32			
		FY33			
		FY34			
		FY35			
		TOTAL	600,000.00		

Resolution No. 19-285

A resolution authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives by and between Six Flags Entertainment Corporation and the City of Arlington, Texas relative to the lease and renovation of space at 1000 Ballpark Way, Arlington, Texas as Six Flags Entertainment Corporation's new world corporate headquarters

WHEREAS, CITY has found that providing a program consisting of a grant of funds to Six Flags Entertainment Corporation (hereinafter referred to as "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; 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; 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 a Chapter 380 Program Agreement for Economic Development Incentives with OWNER to provide certain economic incentives associated with the lease and renovation of space at 1000 Ballpark Way, Arlington, Texas as OWNER's new world corporate headquarters.

III.

In authorizing the 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.

IV.


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 15th day of October, 2019, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY



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

THIS AGREEMENT is executed by and between **SIX FLAGS ENTERTAINMENT CORPORATION**, an entity authorized to do business in Texas (hereafter referred to as "OWNER"), 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, OWNER's operation of two amusement parks in Arlington, Texas – Six Flags Over Texas and Hurricane Harbor – provides significant tax revenue for the CITY; and

WHEREAS, OWNER desires to locate its new world corporate headquarters in Arlington, Texas; and

WHEREAS, OWNER has requested assistance from the CITY to offset costs of renovating and leasing space at 1000 Ballpark Way, Arlington, Texas 76011; and

WHEREAS, CITY has found that providing a program consisting of grants to OWNER in exchange for OWNER'S completion of the Project (as defined herein) and location of its world corporate headquarters in Arlington, Texas 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 Texas 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. "Annual Payment" is defined in Section V.B.1. of this Agreement.

- B. "Default" is defined in Section VIII.A. of this Agreement.
- C. "Effective Date" is defined in Article II of this Agreement.
- D. "First Payment" is defined in Section V.A.1. of this Agreement.
- E. "Incentives" shall mean the grants from CITY to OWNER as specified in Article V of this Agreement.
- F. "Job" shall mean a permanent, full-time employment position that results in actual employment on the Premises of at least 1,820 hours per position in a year. It shall not include part-time employment but shall include vacancies which OWNER is actively seeking to fill.
- G. "Premises" shall mean forty thousand eight hundred forty two (40,842) square feet of class A office space located at 1000 Ballpark Way, Arlington, Texas 76011.
- H. "Project" shall mean OWNER's leasing of and renovation of the Premises to accommodate OWNER's world corporate headquarters.
- I. "Project Conditions" is defined in Article IV of this Agreement.
- J. "Project Costs" shall mean all hard and soft costs incurred by OWNER in connection with its move to the Premises and the renovation, furnishing, and equipping of the Premises to accommodate OWNER's world corporate headquarters; including architectural, interior design, consulting and engineering costs, fees and expenses, general contractor and/or construction manager fees and expenses, general condition expenses, labor and material costs and expenses, subcontractor costs and expenses, furniture, fixtures and equipment costs and expenses, reasonable legal fees, moving expenses, and any overlapping rent payments OWNER pays on the Premises while also making payments on its existing lease provided such overlapping rent payments shall be limited to no more than three (3) months of rent. Project Costs shall not include broker commission or any leasing commission.
- K. "Second Payment" is defined in Section V.A.2. of this Agreement.

II. **Term**

This Agreement shall be effective as of the date of execution by all parties (the "Effective Date"). This Agreement will terminate on September 30, 2035, unless sooner terminated in accordance with the provisions of 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.
Project Conditions

OWNER shall satisfy the following conditions (hereafter "Project Conditions") to receive the Incentives from the CITY provided for in Article V, to avoid termination of this Agreement pursuant to Article VIII, and to avoid repayment penalties under Article IX this Agreement:

- A. OWNER or one of its direct or indirect wholly-owned subsidiaries, as tenant, shall enter into a lease agreement with Rangers Baseball Real Estate LLC, as landlord, for the Premises providing for an initial lease term of no less than fifteen (15) years.
- B. OWNER shall commence the Project, as evidenced by submission of an administratively complete application for a building permit to the CITY for construction of the Project, no later than March 31, 2020.
- C. OWNER shall solicit and receive no less than three (3) bids for the general contractor on the Project.
- D. OWNER shall complete the Project, as evidenced by the receipt of a certificate of occupancy for the Premises, no later than December 1, 2020.
- E. OWNER shall locate the world corporate headquarters for Six Flags Entertainment Corporation to the Premises no later than December 1, 2020, and maintain the Premises as the world corporate headquarters for Six Flags Entertainment Corporation for the remaining term of this Agreement (for the avoidance of doubt, nothing herein will preclude OWNER from maintaining satellite corporate offices in any location, as it currently does in New York and Chicago, provided the Premises remain its world corporate headquarters).
- F. OWNER shall locate a minimum of one hundred twenty (120) Jobs at the Premises no later than December 1, 2020, and maintain a minimum of one hundred twenty (120) Jobs at the Premises for the remaining term of this Agreement.
- G. To the extent that OWNER schedules any shareholders meetings, vendor meetings or other related corporate events in the North Texas region during the term of this Agreement, OWNER shall use good faith efforts to locate all out of town guests

and attendees for such shareholder meetings, vendor meetings, and other related corporate events at hotels in the City of Arlington.

- H. OWNER shall use good faith efforts to refer to the location of OWNER'S world corporate headquarters in all media, advertisements, or other publications as being in "Arlington" or "City of Arlington" rather than any other proper geographic name.
- I. OWNER shall not fail to render for taxation, in accordance with Chapter 22, Texas Tax Code, any business personal property owned by OWNER and located within the City of Arlington.
- J. 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 beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- K. OWNER shall timely provide all records and information to the CITY as specified in Article VI.
- L. The Project shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations; and the Premises at all times shall be used in a manner that is consistent with CITY's Unified Development Code and all other applicable federal, state, and local laws.
- M. OWNER covenants and certifies that OWNER 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 OWNER is convicted of a violation under 8 U.S.D. Section 1324a(f), OWNER shall repay to the CITY the full amount of the incentives provided under Article V of this Agreement, plus ten percent (10%) per annum from the date the incentive payment(s) was made. Repayment shall be paid within 120 days after the date OWNER receives notice of such violation from the CITY (i.e. a notice of conviction).

V.

Incentives

- A. In exchange for OWNER's satisfaction of the Project Conditions set forth in Sections IV.A., IV.B., and IV.C., CITY agrees to provide OWNER with a grant not to exceed Six Million Dollars (\$6,000,000) for reimbursement of Project Costs, paid in installments as follows:
 - 1. First Payment — OWNER may seek reimbursement in calendar year 2019 of an amount not to exceed Three Million Dollars (\$3,000,000) for Project Costs incurred to date (hereafter "First Payment"). The First Payment shall be made to OWNER within 30 days of OWNER providing CITY with proof

that OWNER has satisfied the Project Conditions set forth in Sections IV.A., IV.B., and IV.C., as well as documentation substantiating all Project Costs for which reimbursement is sought.

2. Second Payment — OWNER may seek reimbursement between May 1, 2020, and December 31, 2020, of an amount not to exceed the difference between Six Million Dollars (\$6,000,000) and the actual amount of the First Payment, for Project Costs incurred to date and not previously reimbursed by the First Payment (hereafter “Second Payment”). The Second Payment shall be made to OWNER within 30 days of OWNER providing CITY documentation substantiating all Project Costs for which reimbursement is sought.
- B. In exchange for OWNER’s satisfaction of the Project Conditions set forth in Sections IV.C., IV.D., IV.E., IV.F., IV.G., IV.H., IV.I., IV.J., IV.K, and IV.L., CITY agrees to provide OWNER with a grant not to exceed Three Million Dollars (\$3,000,000) paid in installments as follows:
1. Annual Payments – Commencing in 2021 and continuing until 2035, subject to Sections V.B.2. and V.B.3. below, CITY will make an annual payment to OWNER in the amount of Two Hundred Thousand Dollars (\$200,000) on or before September 1 of each year (hereafter “Annual Payment”).
 2. CITY reserves the right, in its sole and absolute discretion, to make more than one Annual Payment per year to accelerate payment of the Three Million Dollars (\$3,000,000) grant. Once the cumulative total of all Annual Payments reaches Three Million Dollars (\$3,000,000), the Annual Payment by CITY to OWNER shall cease.
 3. CITY reserves the right, in its sole and absolute discretion, to skip one or more Annual Payments, provided the CITY pays to OWNER Annual Payments totaling Three Million Dollars (\$3,000,000) on or before September 1, 2035. The CITY shall provide OWNER notice of their intention to skip an Annual Payment no less than one hundred and twenty (120) days before such payment is due to OWNER.
- C. The Incentives provided for in this Article V shall be subject to annual appropriation by the City Council of the CITY in the annual budget and the CITY’s obligations under this Agreement shall not constitute a general obligation of the CITY or indebtedness under the constitution or laws of the State of Texas.

VI.
Records, Audits, and Inspections

- A. Additional Records and Information – Throughout the term of this Agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support that Project Conditions set forth in Article IV have been satisfied.
- B. Right to Audit Books and Records – CITY shall have the right to audit the OWNER's books and records related to the Project. CITY shall notify OWNER in advance and in writing of their intent to audit to allow OWNER adequate time to make such books and records available.
- C. Inspection – At all times throughout the term of this Agreement, CITY shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Project Conditions are satisfied. All inspections shall be conducted in a manner as to not unreasonably interfere with construction of the Project or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety and security standards of OWNER.

VII.
**Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses; Community Cooperation**

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 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, the 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.

VIII.
Default and Termination

- A. OWNER is considered to be in default under this Agreement if OWNER fails to satisfy the Project Conditions under Article IV of this Agreement. The CITY is considered to be in default under this Agreement if CITY fails to fulfill its obligations under Article V of this Agreement. If either OWNER or CITY defaults (a "Default"), the defaulting party shall cure such Default within 60 days after

receipt of written notice of such Default from the other party, or if such Default cannot be cured within such 60-day period in the exercise of all due diligence, then if defaulting party commences an attempt to cure within such 60-day period, such longer period as the party thereafter continues diligently to prosecute the cure of such Default. Notice of a Default shall be in writing and shall be delivered by personal delivery or certified mail to the defaulting party at its address provided in Article X of this Agreement.

- B. If OWNER does not cure a Default in the time period allowed by this Agreement, the CITY may terminate this Agreement and seek repayment by OWNER of Incentives, as detailed in Article IX.
- C. If the CITY does not cure a Default within 30 days after the delivery of written notice, OWNER's sole remedy is to seek specific performance of the terms of this Agreement.

IX. Repayment of Incentives

- A. During the term of this Agreement, should OWNER fail to cure a Default in the time period allowed by this Agreement, the CITY may terminate this Agreement and (i) discontinue any further Annual Payments under Section V.B., and (ii) seek repayment by OWNER of Incentives paid based on the repayment schedule provided for below in Section IX.B. It shall be the duty of CITY to determine whether to require repayment of Incentives and to demand the payment of such.
- B. Should the CITY seek repayment of Incentives from OWNER, such amount shall be limited to the following:
 - 1. Default occurring between the Effective Date and September 20, 2025: an amount equal to one hundred percent (100%) of all Incentives paid.
 - 2. Default occurring between October 1, 2025, and September 30, 2030: an amount equal to (i) a pro-rata portion of Incentives paid under Section V.A. based on the remaining portion of the initial fifteen (15) year lease term for the Premises (for e.g. if the Default occurred at a time when seven (7) years remained on the lease, CITY would be entitled to seek reimbursement of 47% of Incentives paid under Section V.A.) plus (ii) any Annual Payments made in excess of an amount equal to \$200,000 multiplied by the number of years (including partial years) that have elapsed on the initial lease term at the time of such Default.
 - 3. Default occurring between October 1, 2030, and September 30, 2035: an amount equal to any Annual Payments made in excess of an amount equal to \$200,000 multiplied by the number of years (including partial years) that have elapsed on the initial lease term at the time of such Default.

- C. Repayment of Incentives shall become due 60 days following receipt of such demand from the CITY.
- D. The rights of CITY to require and demand repayment of Incentives, and the obligation of OWNER to pay such, shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the CITY, to initiate any litigation necessary to pursue repayment of Incentives pursuant to this Article IX.

X.
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: Six Flags Entertainment Corporation
Attn: _____

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

With a copy to:

City of Arlington
City Attorney's Office
Attn: City Attorney
P.O. Box 90231
Arlington, Texas 76004-3231

XI.
Indemnification

It is understood and agreed between the parties that the 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 such responsibility or liability. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith.

XII.
City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

XIII.
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.

XIV.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with CITY or OWNER or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

XV.
Remedies; No Waiver

- A. Except as otherwise provided in Article VIII, if a party is in default, the aggrieved party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity.
- B. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XVI.
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 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 remaining Incentives in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

XVII.
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.

XVIII.
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 obligations of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature outside of the control the party.

XIX.
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.

XX.
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.


XXI.
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.

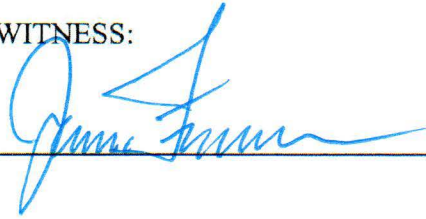
The Incentives authorized by this Agreement shall not be assignable by OWNER, other than to a wholly owned, direct or indirect subsidiary of OWNER, unless such assignment is approved in writing by the CITY with approval of the City Council, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19 day of December, 2019.

SIX FLAGS ENTERTAINMENT CORPORATION

BY 
Signature
LEONARD A. RUSS
Typed or Printed Name
SVP
Typed or Printed Title

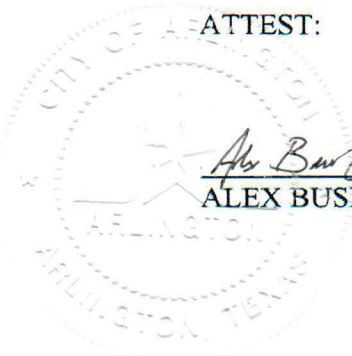

WITNESS:



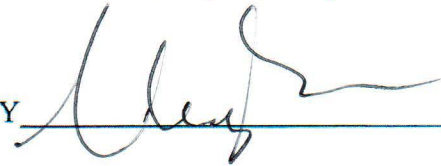
CITY OF ARLINGTON, TEXAS

BY 
JIM PARAJON
Deputy City Manager

ATTEST:



ALEX BUSKEN, City Secretary

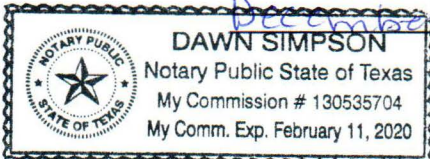
APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF TEXAS § **SIX FLAGS ENTERTAINMENT CORPORATION**
§
COUNTY OF Tarrant § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Leonard Russ, 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 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 forgoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **SIX FLAGS ENTERTAINMENT CORPORATION**, 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 December, 2019.



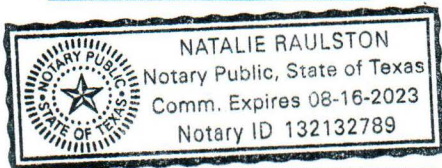
2-11-2020
My Commission Expires

Dawn Simpson
Notary Public in and for
The State of Texas
Dawn Simpson
Notary's Printed Name

THE STATE OF TEXAS § **CITY OF ARLINGTON, TEXAS**
§
COUNTY OF TARRANT § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, 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 30th day of December, 2019.



My Commission Expires
08-16-2023

Natalie Raulston
Notary Public in and for
The State of Texas
Natalie Raulston
Notary's Printed Name