



## EXECUTION FINAL

June 8, 2026

**Re: Non-Binding Letter of Intent Regarding Proposed New Indoor Sports and Entertainment Arena Complex in Plano, Texas**

THIS NON-BINDING LETTER OF INTENT (this "**LOI**") is entered into by and between the City of Plano, Texas (the "**City**"), a home-rule city and municipal corporation, acting by and through its duly authorized representative, and Dallas Sports & Entertainment LP, a Delaware limited partnership ("**DSE**"). The City and DSE may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

DSE, through its subsidiary DSE Hockey Club, L.P., owns and operates the National Hockey League (the "**NHL**") franchise known as the Dallas Stars (the "**Team**"). The City is interested in engaging DSE to develop and construct a new indoor sports and entertainment arena to be located in the City for use by the Team as its home venue (the "**Arena**"). The Arena will be developed on land adjacent to the District (as defined herein) (the "**Arena Site**").

The Parties acknowledge and agree that this LOI provides a non-binding framework for negotiating the terms and conditions of a master agreement (the "**Arena Master Agreement**") and related definitive material agreements (collectively, the "**Definitive Documents**") pursuant to which the Parties will collaborate to finance, develop, operate, and maintain the Arena, together with related facilities and infrastructure. The following provisions outline the key deal points and areas of mutual understanding that will guide the negotiation and drafting of the Arena Master Agreement and the other Definitive Documents.

1. **Arena.** The City and DSE anticipate that the Arena will be constructed as a first-class, multi-purpose facility that will be competitive with other comparably sized, publicly owned, indoor arenas recently developed for NHL teams. DSE shall use the Arena for the Team's home games and for other lawful purposes associated with the operation of an NHL franchise, including Team practices, camps, and other professional hockey activities. While the Arena will be designed and constructed primarily for use as the home venue of the Team, the Arena will also be capable of temporary reconfiguration to accommodate other types of indoor sports, entertainment, cultural, and civic events.

DSE acknowledges the City's interest in making the Arena available for use by the City and other public and community entities for certain events and programming to foster economic development, recreation, and other opportunities for the citizens of the City. The Parties agree to work in good faith to establish mutually acceptable terms for such use, including scheduling protocols, cost-sharing arrangements (including City reimbursement of event-specific expenses), and event coordination, all of which will be addressed in the Arena Master Agreement and the other Definitive Documents and subject to reasonable operational and logistical considerations.

2. **District.** The City and DSE acknowledge and agree that the Arena is intended to anchor a larger sports, entertainment, and mixed-use district (the "**District**") to be developed on land adjacent to the Arena Site which is shown on Exhibit A attached herein (the "**District Site**"). DSE shares the City's vision for the District Site to become a vibrant destination that complements the Arena and delivers long-term value to the surrounding community.

To that end and as shall be further detailed in the applicable Definitive Documents, DSE (together with its development partners) agrees to collaborate in good faith with the City and its development partners to contribute to the planning and build-out of the District Site in a manner that promotes economic activity and community engagement. While the District may be developed in multiple phases, the Parties shall (i) mutually agree upon the applicable initial critical path development phases for the District (the “**Initial District Development Phases**”) and (ii) acknowledge and agree that as a condition to the issuance of the Arena Bonds (as defined herein) or other final approvals required to commence construction of the Arena, DSE shall demonstrate, to the City’s reasonable satisfaction, that:

- A. DSE, its affiliates and its development partners have expended or are contractually obligated to expend a material and substantial portion of the total applicable costs associated with the Initial District Development Phases prior to the issuance of the Arena Bonds.
- B. The Initial District Development Phases are proceeding in accordance with mutually agreed-upon milestones, including but not limited to site plan approvals, commencement of construction, vertical development activity, and other indicators of substantive progress set forth in the Arena Master Agreement and the other Definitive Documents.

The Parties anticipate coordinating infrastructure, connectivity, and programming across the Arena Site and District Site to ensure that the overall development functions as a cohesive resource for the Parties as well as the City’s residents, visitors, and stakeholders. Specific roles, responsibilities, and contributions related to the Arena Site and the District Site, as well as procedures for resolving any disagreements between the Parties with respect to any of the design and development aspects of the Arena Site and the District Site, will be further defined in the Arena Master Agreement and the other Definitive Documents.

3. **City Contribution toward Arena Costs.** Subject to final approval by the Plano City Council and the negotiation of an economic development agreement, the Arena Master Agreement and the other Definitive Documents, the City intends to support the development of the proposed Arena through (i) the establishment of a tax increment financing reinvestment zone with an initial term of thirty (30) years (the “**TIRZ**”) that encompasses the Arena Site, the District Site, and surrounding area and is depicted in **Exhibit B** attached herein and (ii) other legally available funds.

Based on DSE’s representation that the anticipated Development Costs to construct the Arena will equal or exceed \$1 billion, the City intends to contribute funding toward the Arena through the issuance of bonds backed by TIRZ revenues and other legally available funds (collectively, the “**Arena Bonds**”). Specifically, the City anticipates allocating one hundred percent (100%) of the property tax and sales tax increment generated within the TIRZ to support the repayment of such bonds, with the City’s total contribution through TIRZ revenues and other legally available funds being in the amount of \$700 million so long as the Development Costs to construct the Arena equal or exceed \$1 billion. Further, such funding shall occur during the course of construction of the Arena, in accordance with a construction schedule and draw mechanics mutually agreed upon by the Parties (and as further detailed within the applicable Definitive Documents). As used herein, “**Development Costs**” means all land acquisition, hard and soft costs (including, without limitation, architectural and engineering fees, contractor costs, parking costs, related infrastructure costs, equipment and furnishings, financing costs, and other pre-development and development expenses that the Parties mutually agree qualify as project costs and are set forth in the Arena Master Agreement and the other Definitive Documents) and expenses for the design, engineering, development, construction, equipping and operating of the Arena.

Except for the City's contribution to the Development Costs as described in the Arena Master Agreement and the other Definitive Documents and except as may otherwise be provided in such Definitive Documents, DSE shall be solely responsible for all other costs and expenses associated with the design, development, construction, and delivery of the Arena (including without limitation all soft costs, hard costs, financing costs, and any cost overruns), in each case to the extent in excess of the City's contribution and to the extent not triggered by the acts or omissions of the City or any of its officials, officers, employees, representatives, members, or agents. DSE shall not be entitled to additional public funding or reimbursement from the City beyond the agreed upon City contribution. After the City's contribution has been deposited into an Arena-specific project disbursement account in accordance with applicable statutory requirements, DSE may, subject to the Arena Master Agreement and the other Definitive Documents, determine the applicable use of such funds in connection with any pre-development or development aspects of the Arena.

4. **Arena Design and Construction.** DSE will be responsible for the development, design, and construction of the Arena, with review and input from the City as agreed upon in the Arena Master Agreement and the other Definitive Documents. The Arena will comply with NHL rules and standards and be designed, finished, and equipped to a level consistent with other recently constructed NHL arenas. The Parties intend to establish a cooperative process in the Arena Master Agreement and the other Definitive Documents for reviewing and monitoring the Arena's budget, design, contractor selection, and construction details. The City will retain customary rights to review the design and construction of the Arena and approve other construction components in its governmental capacity.

5. **Arena Ownership, Lease, Operations, and Maintenance.** The Parties intend for the City to own the Arena Site and the Arena, and with the City entering into a long-term lease agreement (with an initial term of thirty (30) years) with DSE for the Arena Site (including the Arena), with renewal and other terms to be negotiated and set forth in the Arena Master Agreement and the other Definitive Documents.

DSE will retain all revenues generated from the use and operation of the Arena (including, without limitation, with respect to sponsorship rights and naming rights) and will be responsible for the operation and routine repair and maintenance of the Arena, including costs associated with day-of-event operations, capital repairs and replacements, and capital improvements. Notwithstanding the foregoing, the City may also contribute to the funding of certain long-term capital repairs, replacements and improvements, to the extent provided in the CAM Plan.

DSE will operate and maintain the Arena in compliance with NHL standards and all applicable laws, and in a manner consistent with comparable NHL arenas, as further defined in the Arena Master Agreement and the other Definitive Documents.

The Parties agree to establish a comprehensive Capital Asset Management Plan (the "**CAM Plan**") governing the long-term maintenance, repair, replacement, and capital reinvestment obligations for the Arena and any related public or shared-use facilities, to be further described in the Arena Master Agreement and the other Definitive Documents. The CAM Plan shall address funding sources, capital maintenance, and capital improvement reserve requirements (including potential City funding and reserve contributions), and procedures for periodic review and updates to ensure the Arena is maintained as a first-class, multi-purpose facility, consistent with comparable NHL arenas. Additionally, DSE will annually provide the City with: (i) operations, maintenance, and capital improvements plans and budgets; and (ii) reporting on work performed during the prior year, including associated costs. The City agrees to make certain monetary contributions toward a material and substantial portion of all long-term capital improvements at the Arena, including from available TIRZ revenues and other legally available funds, subject to terms and limitations to be set forth in the Arena Master Agreement and the other Definitive Documents.

6. **Transportation Improvements.** The City and DSE will collaborate and work in good faith with the City’s public transportation providers (the “**Transit Providers**”) to expand the provisioning of public transportation to include one or more bus stops within walking distance of the Arena and the addition of one or more new bus routes and shuttles. A public transportation hub shall be implemented into the District design, securing safe public transportation onboarding and exiting for patrons, including families with children and public transit riders with limited mobility or special needs. The City, DSE, and the Transit Providers will work in good faith to incorporate commuting options brought on by the sharing economy (carshare, rideshare, and bikeshare, among others) into the design of the public transportation hub.

The Parties shall also work together to develop a transportation and parking plan (including a traffic impact analysis) (the “**Transportation, Parking, and Event Plan**”) that shall be approved by DSE and the City consistent with existing and applicable regulations, for which the City shall assist in coordinating input from all relevant City departments, the Transit Providers, Collin County, affected state agencies, and other stakeholder groups. The Transportation, Parking, and Event Plan shall include but not be limited to the following: on-site parking opportunities; residential permit parking participation and enforcement for the affected surrounding areas on game days and during major events; clearly defined roles and responsibilities for implementation (which is expected to include reasonable and customary off-site improvements and public right of way improvements, and which improvements shall not be DSE’s obligations); and determining standards and enforcement for minimizing impact to surrounding communities related to hours, noise, and other quality of life issues.

All transportation and parking related improvements and requirements shall be further described in the Arena Master Agreement and the other Definitive Documents.

7. **Mid-Term Evaluation.** The Parties agree to conduct a joint evaluation of the Arena at the approximate midpoint of the lease term. This evaluation will assess the Arena’s condition, functionality, and competitiveness relative to newer NHL arenas, and determine whether any renovations, upgrades, or adjustments to maintenance obligations are warranted to maintain the Arena as a first-class facility, including any associated modifications to the CAM Plan.

Any renovation or capital improvement identified through this mid-term evaluation will be subject to mutual agreement of the Parties, including agreement on scope, timing, and funding (and respective obligations with respect thereto). The Parties will cooperate in good faith to identify appropriate sources of funding, subject to applicable approvals and limitations.

8. **Team’s Commitment to Play at Arena.** DSE agrees the Team will play its home games in the Arena throughout the term of the lease agreement (including renewals); provided, however, that the Team will have the ability to play home games at international sites and other neutral sites as required by NHL rules and regulations. The Definitive Documents will include customary remedies for breach of this commitment, including the City’s right to seek injunctive or declaratory relief, liquidated damages, and other remedies necessary to make the City whole.

9. **Community Benefits.** The Parties will negotiate and enter into a Community Benefits Agreement (the “**CBA**”) as one of the Definitive Documents. The CBA will memorialize DSE’s commitment to support initiatives aligned with the Parties’ shared mission and values, including youth sports and education, local small business engagement, health programming, internships, workforce development, park improvements, community spaces, and other community-focused efforts.

10. **Period of Negotiations.** The City and DSE intend to negotiate diligently and in good faith to prepare the Arena Master Agreement during the Exclusive Negotiation Period (as defined in that certain Mutually Exclusive Negotiating Agreement, dated effective as of November 5, 2025, as amended, by and between the Parties, which shall remain in full force and effect notwithstanding any terms or conditions set forth in this LOI). This commitment includes regular communication and reasonable cooperation regarding unresolved issues, through meetings, calls, and correspondence. The Parties acknowledge that final agreement on all terms may not be reached, and each Party agrees to be responsible for any costs it incurs during the Exclusive Negotiation Period.

Upon expiration of the Exclusive Negotiation Period (as may be extended), this LOI shall terminate and the Parties shall have no further rights or obligations to one another, except for DSE's indemnity obligations set forth in Section 19 of this LOI.

11. **Definitive Documents.** The Parties anticipate the Definitive Documents will include, without limitation, the following:

(a) Development Agreement that will set forth the Parties' specific roles, responsibilities, and contributions with respect to the design, development, and construction of the Arena and District and clarify the scope of development and the sources of funding for the Arena and District construction.

(b) Design and Construction Agreements that will include the conditions and obligations related to release of funds, design, and construction timelines, permitting processes and review procedures for the Arena and District construction.

(c) Lease Agreement that will govern DSE's use and occupancy of the Arena and Arena Site, including provisions that establish payment, maintenance, and operational obligations and confirming that DSE will retain revenues generated from the use and operation of the Arena, as described more fully in Section 5.

(d) Non-Relocation Agreement that will include obligations requiring the Team to play its home games in the Arena during the lease term, as described more fully in Section 8.

(e) Team Sublease Agreement that will set forth the terms and conditions by which DSE will sublease certain rights and responsibilities in the Arena to a designated affiliate, subject to the City's review or approval.

(f) CBA that will include DSE's commitments with respect to specific programs or projects important to the Plano community, as described more fully in Section 9.

(g) Intellectual Property Rights Agreement that will set forth the terms and conditions related to each Party's use of the other Party's intellectual property rights.

(h) Construction Trust Agreement that will define the manner and method by which construction proceeds are disbursed for payment of Arena construction costs, dictate how such proceeds are treated prior to use, and establish construction safeguards.

(i) Guaranty Agreement(s) with DSE, its affiliates and/or its development partners (but no individual guarantors) that will provide customary performance and financial guarantees to the City

for the obligations of DSE and its development partners related to the Arena and the District, and as may be agreed to in the Definitive Documents.

12. **DSE Tasks.** During the Exclusive Negotiation Period, DSE will use good faith to:

(a) Provide a preliminary design concept for the Arena and the Arena Site that is mutually agreeable to the Parties in their reasonable discretion, and that takes into consideration the Team's existing and potential future operations, as well as ancillary development opportunities within the District Site;

(b) Submit a preliminary development plan showing proposed building footprints, elevations, design theme, landscaping, signage and lighting, parking infrastructure, vehicular and pedestrian access ways and exits, and other factors descriptive of the Arena;

(c) Provide preliminary development costs, pro-formas and other documents with respect to the Arena, as necessary for City review;

(d) Provide evidence reasonably satisfactory to the City to establish that DSE has the financial ability (equity and/or loan commitments, letters of interest, etc.) to, along with the City's contribution of TIRZ revenues and other legally available funds, implement the development and construction of the Arena;

(e) Provide written progress reports as reasonably requested (but no more frequently than on a monthly basis) by the City; and

(f) Disclose to the City the names of other developers (if any), primary employee contacts, consultants, or representatives anticipated to be directly involved in the Arena.

13. **City Tasks.** During the Exclusive Negotiation Period, the City will use good faith to:

(a) Negotiate with DSE, through its staff and outside advisors, regarding the Arena project;

(b) Review DSE's proposed preliminary development plans in a timely manner;

(c) Provide DSE with relevant documents in the City's possession that may assist DSE with the due diligence activities described in this LOI;

(d) Collaborate in good faith with DSE to evaluate and facilitate the establishment of the TIRZ, including providing access to relevant City documents that may assist DSE in assessing potential TIRZ revenues and structuring the financing of the Arena;

(e) Respond promptly to all submittals by DSE made pursuant to this LOI;

(f) Collaborate with DSE to establish a reasonable schedule for negotiating principal terms to be included in the Definitive Documents and for completing all necessary approvals and permits within the Exclusive Negotiation Period; and

(g) Provide reasonable assistance to DSE in preparing for and participating in presentations before regulatory or advisory panels related to applications for land use permits, design review, or amendments to the general plan or zoning ordinances.

14. **Retention of Discretion.** This LOI is non-binding and is not intended to be contractual in nature but is a statement of the general terms and conditions upon which representatives of the Parties are prepared to consider and discuss entering into binding agreements pertaining to the Arena. Approval of the transactions contemplated by this LOI will be subject to the independent discretionary approval of the Plano City Council and DSE. Except as otherwise expressly provided in this LOI, nothing herein shall obligate the City to exercise its discretion in any particular manner, and any exercise of discretion required by law, other than abuse of discretion, shall not be deemed to constitute a breach of City duties under this LOI.

The Parties understand and acknowledge that the Arena Master Agreement and any other Definitive Documents resulting from the negotiations arising from this LOI shall become effective only if and after the Arena Master Agreement and such other Definitive Documents have been considered and approved by the Plano City Council in its sole and absolute discretion, and only if and after the Arena Master Agreement and such other Definitive Documents have been executed by the City Manager. The Parties understand that no City commitment to move forward with the Arena can be made other than by action of the Plano City Council at a public meeting, and only after compliance with applicable state laws governing the use of property and other governmental actions in furtherance of the Arena and understand that the action of the Plano City Council will be at its sole and absolute discretion.

If the Parties do not successfully negotiate the terms of a mutually satisfactory Arena Master Agreement and the other Definitive Documents, or if the Plano City Council declines to authorize execution of the Arena Master Agreement and the other Definitive Documents (or similar instruments) for any reason, then, without further action, these negotiations shall automatically terminate and no Party shall have further responsibilities with respect to the others. Any approvals or consents given by the City pursuant to this LOI shall be in its proprietary capacity and shall in no way constitute regulatory approval of any development concepts presented by DSE.

15. **NHL Authority.** The Team and its operations are subject to the governing documents, rules, regulations, policies, and decisions of the NHL including any requirements imposed by the NHL Commissioner, as they presently exist and as they may be enacted or amended from time to time during the Term. The Parties acknowledge that certain aspects of the Arena project, including, but not limited to location of the Team in the City, Arena design, Team obligations under the Definitive Documents, and any debt incurred by the Team, may require NHL review and approval. The Definitive Documents will include provisions to address NHL rules or policies and, to the extent practicable, mitigate any material adverse impacts resulting from changes in NHL rules or policies that affect the Parties' respective interests in the Arena or other matters contemplated by this LOI.

16. **Assignment.** DSE shall not assign this LOI without the prior written approval of the City, which may be granted or withheld in the City's sole discretion. The City agrees that, notwithstanding the foregoing, DSE may assign without the City's prior written approval, but with thirty (30) days' prior written notice to the City, DSE's rights under this LOI to a limited liability company, corporation, trust, or partnership of which DSE owns the majority beneficial interest and has operational control.

17. **Termination.** Either Party may terminate this LOI with or without cause upon thirty (30) days' prior written notice to the other Party. Upon termination of this LOI, the Parties will have no further obligations hereunder, except as stated in Sections 18, 19, and 20, which will survive any such termination.

18. **Confidentiality.** The City and DSE may be exchanging Confidential Information in connection with the evaluation of the transactions contemplated by this LOI. To the extent permitted by law, all Confidential Information will be held and treated by the Parties and their agents, partners, directors, officers, employees, affiliates, and advisors, in each case who will receive the information (collectively, the “**Representatives**”) in confidence. As used in this Agreement, “**Confidential Information**” means all information that is confidential, proprietary, or otherwise not generally available to the public and is furnished by one Party or its Representatives to the other Party or its Representatives, and includes, without limitation, this Agreement and the existence of discussions between the Parties regarding the subject matter hereof.

Notwithstanding the foregoing or anything to the contrary in this Agreement, DSE acknowledges that the City is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the “**Act**”). In the event the City receives a request to release any Confidential Information (including the terms and conditions of this Agreement) in accordance with the Act, the City agrees to promptly notify DSE in writing and provide a copy of the request to DSE. If DSE desires to withhold disclosure of any of the Confidential Information requested, then DSE will promptly notify the City in writing, in which case the Parties will agree to work diligently and in good faith to request an opinion from the Texas Attorney General as to whether the City must release the Confidential Information requested under the Act. In the event the Texas Attorney General directs the City to release some or all of the Confidential Information requested and DSE desires to pursue administrative action or litigation contesting the ruling of the Texas Attorney General, the City agrees to reasonably cooperate with DSE, at no cost to the City, in DSE’s efforts.

No prepared statements or media releases regarding the Arena or any of the other transactions contemplated by this LOI shall be issued by either Party without the other Party’s prior written consent.

19. **Indemnity.** DSE shall indemnify and hold harmless the City and its officials, officers, employees, representatives, members, and agents (collectively, the “**City Indemnified Parties**”) from and against any and all losses, liabilities, damages, claims, or costs, including reasonable attorneys’ fees, to the extent arising from the gross negligence, fraud, or willful misconduct with respect to the obligations of DSE, its officers, employees, representatives, members and agents hereunder, excluding any such losses arising from the gross negligence, fraud, or willful misconduct of the City Indemnified Parties or the discovery by DSE of an existing environmental condition or other hazardous condition at the Arena Site. This indemnity obligation in connection with events occurring prior to the termination of this LOI shall survive the termination of this LOI.

20. **General Provisions.**

(a) **Counterparts.** This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same LOI. This LOI may be executed by electronic signatures which shall be binding as originals on the Parties.

(b) **Notices, Demands, and Communications Between the Parties.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this LOI shall be in writing and shall be considered as properly given or made if delivered personally, by electronic transmission, by messenger or by registered or certified U.S. mail with return receipt requested, and addressed to the intended recipient at the following addresses:

**If to DSE:** Dallas Sports & Entertainment, L.P.  
c/o Winstead PC  
2728 N. Harwood Street, Suite 500  
Dallas, Texas 75201  
Attention: Justin A. Hoover  
Email: jhoover@winstead.com

**If to City:** City of Plano  
Plano Municipal Center  
1520 K Avenue  
Plano, Texas 75074  
Attention: Mark Israelson, ICMA- CM, City Manager  
Email: Marki@plano.gov

**with a copy to:** City of Plano  
Plano Municipal Center  
1520 K Avenue  
Plano, Texas 75074  
Attention: Paige Mims, City Attorney  
Email: Paigem@plano.gov

**with a copy to:** Greenberg Traurig, LLP  
Wells Fargo Tower  
1000 Louisiana Street, Suite 6700  
Houston, Texas 77002  
Attention: Franklin Jones  
Email: Franklin.Jones@gtlaw.com

(c) Covenant Against Contingent Fees. Unless otherwise expressly agreed to by the City in writing, the City shall not be liable for any real estate commissions or brokerage fees that may arise as a consequence of any transaction involving DSE or its development partners and this LOI, the Arena, or any part thereof.

(d) No Partnership. Notwithstanding any language in this LOI or any other representation or warranty to the contrary, neither Party shall be deemed to be a partner or joint venturer of the other Party, and neither Party shall be responsible for any debt of the other Party or of any operator or manager of the other Party.

(e) Waivers and Amendments. All waivers of the provisions of this LOI must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate representatives of the City and DSE.


(f) Costs. Except as otherwise expressly provided in this LOI, each Party will be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees and the expenses of its Representatives) incurred at any time in connection with pursuing or consummating the transactions contemplated by this LOI.

IN WITNESS HEREOF, the Parties have executed this LOI to be effective as of the date set forth above.

**DSE:**

DALLAS SPORTS & ENTERTAINMENT, LP  
Delaware Limited Partnership

By: DSE GP, Inc.,  
a Delaware corporation,  
its General Partner

By:   
Name: BRAD ALBERTS  
Title: PRESIDENT/CEO

**CITY:**

CITY OF PLANO

By: \_\_\_\_\_  
Name: Mark Israelson, ICMA- CM  
Title: City Manager

**ATTEST:**

\_\_\_\_\_  
[\*]  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
City Attorney

**EXHIBIT A**  
**DISTRICT SITE**



Exhibit A

EXHIBIT B – TIRZ BOUNDARY

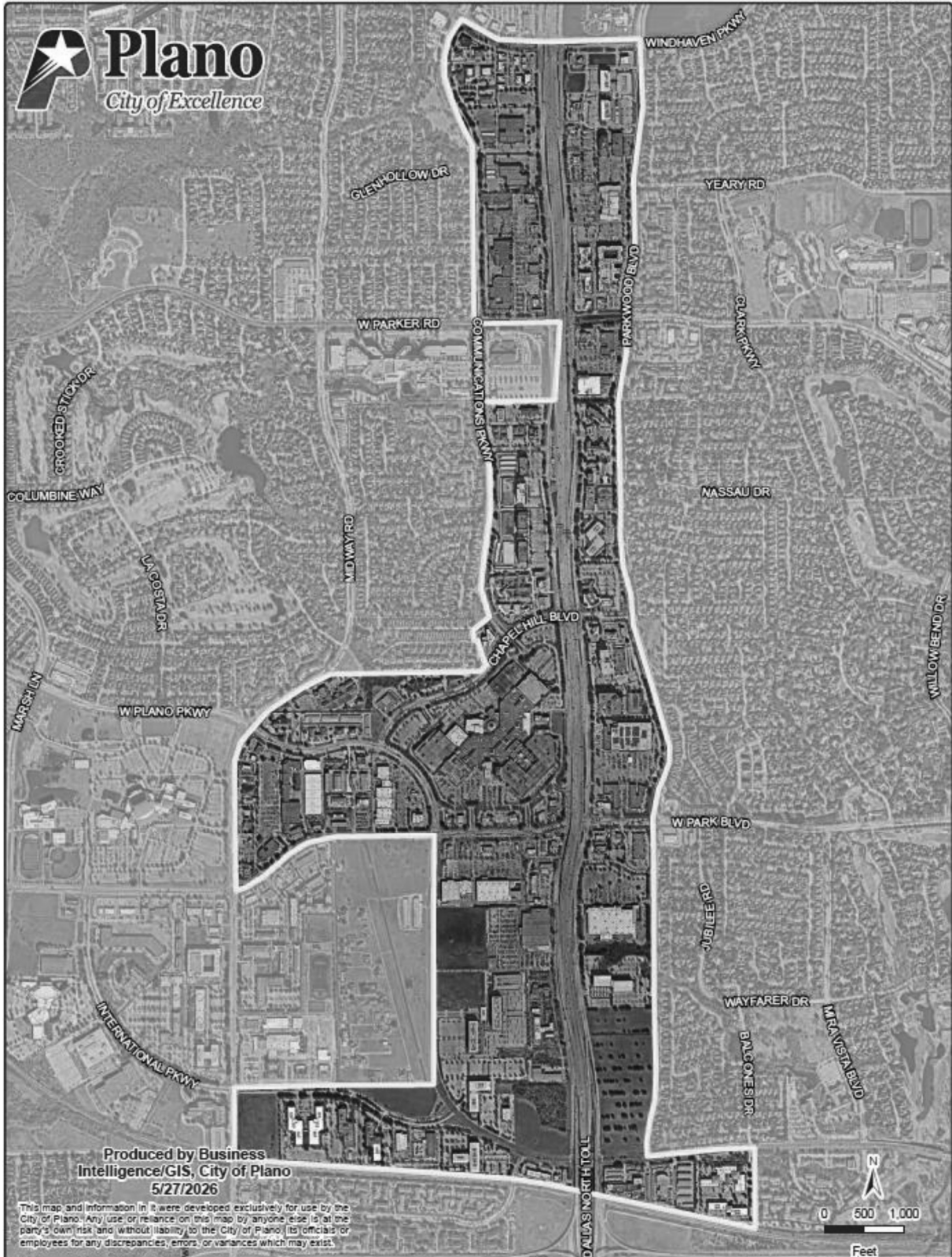


EXHIBIT B