

**MEMORANDUM OF UNDERSTANDING
AMONG
BEXAR COUNTY, THE CITY OF SAN ANTONIO,
AND THE SAN ANTONIO SPURS L.L.C.**

This Memorandum of Understanding (this “**MOU**”) is entered into as of ____ day of _____, 2025, by and among **Bexar County, Texas** (the “**County**”), a Texas political subdivision and county, acting by and through its County Judge, as authorized by the Bexar County Commissioners Court (the “**County Commissioners**”); the **City of San Antonio, Texas** (the “**City**”), a Texas municipal corporation acting by and through its City Manager, as authorized by the San Antonio City Council (the “**City Council**”); and **San Antonio Spurs Holdings, L.L.C.**, a Texas limited liability company (the “**Team**”) Each of the City, County, and Team may be referred to as a “**Party**” or together as the “**Parties**”.

Background

A. The Team is a Texas limited liability company and owner of the NBA franchise for the professional basketball team known as the San Antonio Spurs (“**Spurs Basketball Team**”). The Team represents a national brand with deep roots in the local economy dating back to 1973 and has made a significant impact on the history, economy, art and cultural landscape of the County and the City.

B. The County is a public body corporate and politic and a political subdivision of the State of Texas acting by and through its County Commissioners and may take only such actions as are authorized under state law and approved by a vote at a properly held meeting of the County Commissioners.

C. The City is a municipal corporation with a council-manager form of government with the authority and power granted to a home-rule city under the Texas Constitution and applicable law.

D. The County owns a, multi-purpose sports, civic, and entertainment venue suitable for professional basketball and rodeo and livestock exhibition events, as well as for hosting other sporting events, family shows, concerts, and other flat floor events known as the Frost Bank Center, which is located adjacent to the Joe and Harry Freeman Coliseum, on approximately one hundred seventy-five (175) acres of County-owned land referred to as the Freeman Coliseum Grounds. The Frost Bank Center currently serves as the home court for the Spurs Basketball Team.

E. The City owns, controls, or has rights to facilities and land in downtown San Antonio including the Convention Center, the Alamodome and its surrounding parking lots, the Hemisfair area, and the property that currently includes the former Institute of Texas Cultures building.

F. The Team is considering the relocation of the Spurs Basketball Team to a new sports arena (the “**New Arena**,”) which will be a state-of-the-art, multi-purpose venue, if built, to be located within the County in the downtown area of the City.

G. Accordingly, the County, the City and Team want to work together and, under the right circumstances, plan for the following projects (each a “**Project**” and collectively, the “**Projects**”):

- a) The renovation of the Frost Bank Center and the Freeman Coliseum and the redevelopment of the Freeman Coliseum Grounds and surrounding area to support continued attraction of major national sporting, musical, cultural, family, and community events to the County and to spur, encourage, promote, attract, and stimulate the development, growth and expansion of business, commerce, and tourism.

- b) The City's creation of a downtown sports and entertainment district and the City's proposal to expand the Convention Center, renovate the Alamodome, construct a land bridge over I-37 that will connect downtown with the Eastside, and encourage the development of other retail, entertainment, and housing developments downtown.
- c) The new downtown arena to be designed and constructed to support the primary occupancy of the Spurs Basketball Team for professional basketball and ancillary related uses. The New Arena shall be comparable with professional basketball arenas and facilities for the NBA and all applicable building codes and ordinances, and capable of seating spectators for basketball and other ancillary uses.

NOW THEREFORE, to encourage cooperation and coordination, the Parties hereby enter into this MOU.

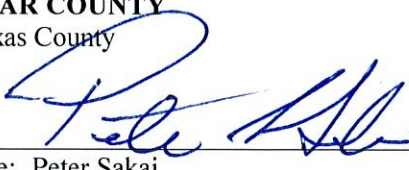
- 1. **Purpose.** The purpose of this MOU is to establish a framework for the development, refinement and understanding of the Projects identified in Section G(a)-(c) above. Pursuant to this MOU, the Parties intend to meet, confer, and collaborate to potentially reach a consensus on future agreements related to the Projects. The Parties acknowledge that the planning, development, and construction of one Project is not dependent on the other and that planning, development, and construction of the Projects may occur simultaneously.
- 2. **Venue Tax Funding.** The Parties will develop a process timeline for potentially including a venue tax proposal on the November 2025 ballot to provide a source of funding for some of the Projects. The Parties will collaborate on setting priorities for expenditure from venue tax project funding, including Project funding from venue tax revenue bond proceeds.
- 3. **Legislative Support.** The Parties intend to support and endorse any local, state, or federal opportunities for revenue streams for the Projects contemplated by this MOU and intend to support any local, state, or federal legislation that creates or expands opportunities for the availability of funding for the Projects related to this MOU.
- 4. **Funding Strategies.** All Parties contemplate working together on a potential funding strategy for Projects contemplated by this MOU. The Parties contemplate exploring opportunities for Team contribution, private equity, public private partnerships, and other private and public funding sources including the venue tax identified above. The Parties will work to develop a framework that does not include property taxes (with the exception of property taxes within a Tax Increment Reinvestment Zone), or general funds from either the County or the City. The City, County, and Spurs will work to publicly lay out their respective contributions for a funding framework no later than the beginning of July 2025, to the extent feasible.
- 5. **Further Support.** In addition to funding strategies, the Parties will work to identify other potential supporting tools or strategies to further the implementation and development of the Projects. The County has identified the conveyance of the City's Willow Springs Golf Course as a facilitating transaction as long as it is part of a comprehensive plan for renovation and development of the Frost Bank Center and surrounding area. The County will conduct a community engagement process to receive feedback on development opportunities and will notify appropriate City and County officials of any meetings. The City and County agree that any development will consider adopted City ordinances or regulations then in effect such as the preservation or enhancement of existing green space, the Strategic Housing Implementation Plan and the Climate Action and Adaptation Plan, as applicable.

6. **Community Outreach and Benefits.** The Parties shall work together to develop a public and community outreach effort aimed at getting input from stakeholders and communities that may be affected by the Projects. The Parties envision that the development of the Projects will include specific community benefits that will be identified in part from the community outreach and input during the discussion and planning contemplated by this MOU. The Parties will produce a plan by the beginning of April 2025, to the extent feasible.
7. **Next Steps.** The Parties intend to work collaboratively and in coordination on a strategy for developing the Projects assuming the Party's goals are adequately identified. The Parties intend to work together and intend to share relevant information as each Party feels is necessary or appropriate related to developing a potential funding framework to include the level of public participation in the proposed Projects. These work efforts will proceed based upon a timeline which contemplates allowing the required work and due diligence to be completed for an election on the venue tax to be held in November 2025.
8. **No Definitive Agreement.** The Parties agree that this MOU is an informal non-binding agreement to work together toward mutually beneficial goals of further developing and defining the Projects and exploring potential Project funding options. The Parties have no obligation under this MOU other than the obligation to cooperate in good faith and with honest intent in discussions related to the Projects. If the Parties agree to move forward with the Projects, then the Parties anticipate the creation and further negotiation of a more detailed term sheet or definitive documents to support implementation of the Project(s).
9. **No Waivers.** The Parties acknowledge that there are existing contractual obligations between the respective parties related to the Projects described in this MOU. This MOU does not waive any existing obligations or potential remedies that may be applicable to those existing contracts.
10. **Term.** This MOU shall begin upon the signing by all Parties and shall continue until December 31, 2025, unless superseded by an agreement between the Parties or until terminated by written notice by any of the Parties.
11. **Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

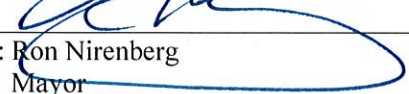
[Signatures appear on the following page.]
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WITNESS OUR HANDS, EFFECTIVE as of April 4, 2025:

BEXAR COUNTY
a Texas County

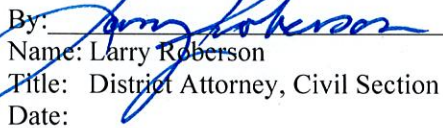
By: 
Name: Peter Sakai
Title: County Judge
Date: 4/4/25

CITY OF SAN ANTONIO
a Texas Municipal Corporation

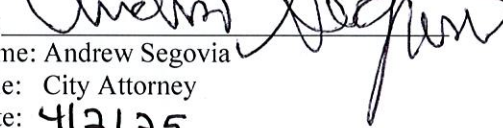
By: 
Name: Ron Nirenberg
Title: Mayor
Date: April 2, 2025

By: 
Name: Erik Walsh
Title: City Manager
Date: 4/2/25

APPROVED AS TO FORM:

By: 
Name: Larry Roberson
Title: District Attorney, Civil Section
Date:

APPROVED AS TO FORM:

By: 
Name: Andrew Segovia
Title: City Attorney
Date: 4/2/25

SAN ANTONIO SPURS Holdings, LLC
a Texas Limited Liability Company

By: 
Name: Peter J. Holt
Title: Managing Partner
Date: 4/3/25

SAN ANTONIO SPURS Holdings, LLC
a Texas Limited Liability Company

By: 
Name: Bobby Perez
Title: Chief Legal Officer; General Counsel
Date: