

EXHIBIT A

STRUCTURE FOR ADDITIONAL (BANK FINANCED) FUNDING FOR BROOKSTOWN DEVELOPMENT PROJECT

1. The current proposal for completing the ballpark (the “stadium”) calls for an additional financing infusion of \$27.7 million from 1) a loan to the developer by a banking consortium for \$15 million and 2) a City secured bank financing for \$12.7 million.
2. The banking consortium loan for \$15 million (Bank Loan I) would be 100% secured through stadium revenues and personal guarantees of entity owners. Each Guaranty shall be limited in an amount equal to 125% of the Guarantor’s ownership interest in Sports Menagerie Stadium, LLC times the amount of Loan I. The initial loan commitment is for three years. At the end of the term, an extension will need to be negotiated with terms dependent upon the success of the project.
3. The City secured financing of \$12.7 million (Bank Loan II) would be used to purchase the land under the stadium through a payment of \$8 million to Regions Bank (the original funding source) and to complete the stadium construction.
4. The City receives:
 - Title to land under stadium (Lot 1-subordinated to a 1st lien on land for Bank Loan I).
 - Title to Land for parking (Lot 2) and easements for parking during the time events are occurring at the stadium.
 - Security interest in the stadium subordinate to Bank Loan I.
 - 2nd Deed of Trust of all Brookstown Development Partners Properties, LLC.
 - Access to stadium and other revenues described below.
5. No additional principal advances may be made on the Regions Bank Deed of Trust without the City’s consent and no property subject to the Second Deed of Trust will be released from the lien unless accrued, unpaid ground rent and the interest thereon has been paid in full.
6. No additional principal advances may be made on Bank Loan I or be secured by the deed of trust supporting Bank Loan I without the City’s consent.
7. The City would a) ground lease the site of the stadium to Brookstown Development Partners, LLC for 25 years at a ground rent equal to debt service on \$8 million of Bank Loan II and b) lease their portion of the stadium to Sports Menagerie for a rent equal to debt service on \$4.7 million of Bank Loan II.
8. Brookstown Development Partners, LLC would sublease the stadium land to Sports Menagerie, LLC at a ground rent of a) \$1 million upfront payment and b) annual payments equal to debt service on \$1.5 million at the interest rate on Bank Loan II. The

ground lease will provide that as long as the ground rent from Brookstown Development Partners, LLC is unpaid the ground rent payable will under the sublease be paid instead to the City to the extent of the amount of any shortfall.

9. Stadium Net Revenues (all income received from the stadium, less operating expenses excluding depreciation and other non-cash expenses) would be distributed as follows:
 - 1) Debt Service on Bank Loan I.
 - 2) Ground Lease Payment (includes deficits from Brookstown Development Partners, LLC).
 - 3) Lease Payment to City for stadium (includes any deficits from prior years)
 - 4) Establish one-year debt service reserve for Bank Loan II.
 - 5) Distribution to Investors @ 10% return on investment.
 - 6) Retire principal on Bank Loan II with 50% remaining revenues.
10. Relocation of the team or sale of the team which results in the team not playing in the stadium will give rise to acceleration of the payment obligations of Sports Menagerie, LLC and Brookstown Development Partners, LLC.
11. The City's obligation is subject to the approval of the North Carolina Local Government Commission.