

AFTER RECORDING, RETURN TO:

City Secretary  
City of McKinney, Texas  
P.O. Box 517  
McKinney, Texas 75070

## **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT**

This Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, to be effective as of the Effective Date (as defined in Section 11(p) below), by and between the City of McKinney, Texas, a Texas home rule municipality (the "City"), and Aimbridge Hospitality, LLC, a Delaware limited liability company ("Aimbridge").

### **RECITALS:**

**WHEREAS**, Aimbridge intends to construct and operate a resort hotel with 285 guest rooms, a conference center containing at least 33,000 square feet of meeting space, a resort-style pool with "lazy river", a fitness center, a three-meal restaurant, a lounge with terrace/pool seating and food/beverage service, a coffee/bakery kiosk, structured parking, valet and self-parking, a gift/sundries shop, a business center, and high speed internet (the "Facility") to be located on an 8.011 acre parcel at the northeast corner of Collin McKinney Parkway and Van Tuyl Parkway as more particularly described on Exhibit "A" attached hereto, and including guest access to the golf course at TPC Craig Ranch ("TPC"), the Craig Ranch Fitness Center facility, and at least 3,000 square feet of conference meeting space at the TPC Clubhouse; and

**WHEREAS**, Aimbridge has requested that the City authorize and provide certain economic development grants as provided herein; and

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code and for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce, and stimulating business and commercial activity in the State of Texas, Collin County, and the City, the City desires to offer certain economic development grants to Aimbridge as more particularly described in this Agreement.

**NOW, THEREFORE**, for and in consideration of the promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and Aimbridge agree as follows:

1. **Subject of this Agreement.** Aimbridge will construct and operate the Facility, as further described in the submittals filed with the City in order to obtain such permits as may be required under applicable City ordinances, and generally in accordance with the Site Plan attached hereto as Exhibit "B" (the "Site Plan"), as such Site Plan may be modified during the approval process with the City.

2. **Economic Development Grants.** Subject to the terms and conditions of this Agreement, and specifically the satisfaction of the conditions for qualifying in Section 3 below, the City will provide economic development grants to Aimbridge as follows:

a. Reimbursement to Aimbridge each quarter of (i) seventy-five percent (75%) of the Sales Tax Receipts (hereinafter defined) for a five (5) year period commencing on the first day of the first month following the month in which a certificate of occupancy is issued for the Facility and (ii) fifty percent (50%) of the Sales Tax Receipts for an additional five (5) years thereafter (“Sales Tax Grant”).

b. Reimbursement to Aimbridge each year of an amount equal to (i) seventy-five percent (75%) of the real property improvement and business personal property ad valorem taxes assessed against the Facility and actually received by the City, exclusive of ad valorem taxes assessed against the value of the land and assessments by other taxing entities, for a period of five (5) years commencing on the year in which a certificate of occupancy is issued for the Facility and (ii) fifty percent (50%) of the real property improvement and business personal property ad valorem taxes assessed against the Facility and actually received by the City, exclusive of ad valorem taxes assessed against the value of the land and assessments by other taxing entities, for an additional five (5) years thereafter (“Ad Valorem Tax Grant”).

c. Reimbursement to Aimbridge each quarter of an amount equal to (i) seventy-five percent (75%) of the Hotel Occupancy Taxes (“HOT”) received by the City for room-night transactions at the Facility for a period of five (5) years commencing on the first day of the first month following the month in which a certificate of occupancy is issued for the Facility and (ii) fifty percent (50%) of the HOT received by the City for room-night transactions at the Facility for an additional five (5) years thereafter (“HOT Grant”).

d. The cumulative reimbursements to Aimbridge pursuant to 2(a)-(c) above shall not exceed Ten Million and No/100 Dollars (\$10,000,000.00).

“Sales Tax Receipts” will mean and include net receipts actually received by the City from the Texas Comptroller of Public Accounts (the “Texas Comptroller”) for sales of Taxable Items at the Facility during the periods of time set forth above, but will not include net receipts allocated to the McKinney Economic Development Corporation or McKinney Community Development Corporation. “Taxable Items” will have the same meaning assigned by Chapter 151, TEX. TAX CODE, as amended from time to time. The Sales Tax Grant, Ad Valorem Tax Grant, and HOT Grant are each referred to individually under this Agreement as a “Grant” and collectively as the “Grants.”

3. **Conditions to Qualify for Grants.** The following conditions will be satisfied by Aimbridge for the entire term of this Agreement in order to qualify for the Grants:

a. Completion of Construction (as hereinafter defined) of the Facility will occur by January 31, 2020 (the “Completion Deadline”), as such Completion Deadline may be extended, pro tanto, by delays caused by Force Majeure (as defined in Section 8

below). “Completion of Construction” will mean that a certificate of occupancy for the Facility has been issued to Aimbridge (or that a temporary certificate of occupancy has been issued for the Facility under which Aimbridge is permitted to, and does, open for business).

b. The Facility will be branded as a Marriott Autograph Collection hotel, and such brand will be maintained for the Facility for the entire term of this Agreement.

c. The Facility will be constructed on approximately 8.011 acres located on the northeast corner of Collin McKinney Parkway and Van Tuyl Parkway as more particularly described on Exhibit “A” attached hereto, and will contain at least 285 guest rooms and 33,000 square feet of conference space consisting of:

- i. a main ballroom of at least a 6,000 square feet;
- ii. a junior ballroom of at least a 4,000 square feet;
- iii. breakout rooms of at least 12,000 square feet;
- iv. boardrooms of at least 1,000 square feet;
- v. pre-function space of at least 5,000 square feet; and
- vi. outdoor event space of at least 5,000 square feet.

d. The Facility’s on-site amenities will include a resort style pool with “lazy river,” fitness center, concierge, three-meal restaurant, lounge with terrace/pool seating and food/beverage service, coffee/bakery kiosk, structured parking, valet and self-parking, gift/sundries shop, business center, and high speed internet.

e. The Facility’s off-site amenities will include guest access to the golf course at TPC, the Craig Ranch Fitness Center facility, and at least 3,000 square feet of conference meeting space at the TPC Clubhouse.

f. At the time of payment of any portion of the Grants, Aimbridge must not be delinquent in the payment of any ad valorem taxes then owed by Aimbridge on the Facility (provided, however, Aimbridge retains the right to timely and properly protest and contest any such ad valorem taxes).

g. At the time of payment of any portion of the Grants, Aimbridge must be in continuous compliance under the covenants or obligations of any related McKinney Community Development Corporation grant or loan agreement made incident to the Facility.

If the qualifications set forth in subsections (a)-(f) have not been met by the Completion Deadline, it will not constitute a default, but this Agreement will automatically terminate and be null and void. If, after all of the conditions set forth in subsections (a)-(f) above have been initially satisfied, any of the conditions set forth in subsections (b)-(g) above are thereafter not

satisfied during any period of time (quarterly for the Sales Tax Grant and HOT Grant; and annually for the Ad Valorem Tax Grant) for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to Aimbridge of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar quarter or year; provided, however, that the subsequent failure of any of the conditions set forth in subsections (b)-(g) above (after such conditions have been initially satisfied) will not constitute a default hereunder, except that failure of the condition set forth in subsection (d) above that is not cured prior to the expiration of the notice and cure period set forth in Section 7(b) below will constitute an Event of Default hereunder. Furthermore, in the event the City pays any portion of the Grant to Aimbridge for a particular period based upon a statement or information provided by Aimbridge to the City that is incorrect and which, if corrected, would have resulted in Aimbridge not being entitled to the portion of the Grant related to the applicable period for which the statement or information was provided, then Aimbridge will refund to the City the portion of the Grant which Aimbridge received based upon such statement or information within thirty (30) days after receipt of written demand by the City and determination of the inaccuracy of such statement or information. If Aimbridge fails to refund such portions of the Grant as provided above, the City will have the right to bring an action against Aimbridge for the payment of such refund.

4. **Effective Date; Term of this Agreement.** The Effective Date of this Agreement will be the date of Completion of Construction as defined in Section 3(a) above. The term of this Agreement will commence on the Effective Date and will continue until the date that the Sales Tax Grant, Ad Valorem Tax Grant, and HOT Grant have been fully disbursed in accordance with the terms of this Agreement, unless sooner terminated under the last full Section of Section 3 above, Section 7(b), 7(c), 9(d), 9(e) or 10(p) (the "Term").

5. **Calculation and Payment of Sales Tax Grants.**

The parties agree that the dollar amount of Sales Tax Receipts eligible for the Grants payable to Aimbridge will be derived from the sale of Taxable Items at the Facility and the sales and use tax information furnished by Aimbridge and the Texas Comptroller or any successor agency charged with collecting such information and preparing such reports. In order to obtain the Grants, Aimbridge must provide the City with a Sales Tax Certificate ("Sales Tax Certificate") in the form attached hereto as **Exhibit "C"** for each applicable calendar quarter, or portion thereof, during the term of this Agreement. The Sales Tax Certificate will at a minimum contain, include, or be accompanied by the following:

a. A schedule detailing the amount of sales and use tax collected by Aimbridge (or its Affiliates, lessees, sublessees, or licensees) at the Facility and paid to the Texas Comptroller for the previous calendar quarter;

b. A copy of all sales and use tax returns and reports, sales and use tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by Aimbridge (or its Affiliates, lessees, sublessees, or licensees) with the Texas Comptroller for the previous calendar quarter period showing the sales and use tax collected and paid to the Texas Comptroller for the Facility;

c. A copy of all direct payment and self-assessment returns, including amended returns, filed by Aimbridge (or its Affiliates, lessees, sublessees, or licensees) with the Texas Comptroller for the previous calendar quarter period showing the sales and use tax collected at the Facility;

d. Information concerning any refund or credit received by Aimbridge (or its Affiliates, lessees, sublessees, or licensees) from the Texas Comptroller of sales and use tax paid or collected at the Facility which has been reported by Aimbridge in a Sales Tax Certificate for a previous calendar quarter and for which an installment of the Sales Tax Grant has been paid by the City; and

e. A schedule detailing the total sale of Taxable Items at the Facility for the previous calendar quarter.

Aimbridge's failure to provide the City with a Sales Tax Certificate for an applicable calendar quarter within ninety (90) days after the end of such calendar quarter will not constitute a default under this Agreement, but will relieve the City of its obligation to pay that portion of the Sales Tax Grant that relates to such calendar quarter. The City will pay Aimbridge an installment of the Sales Tax Grant from the Sales Tax Receipts received for each quarter of the calendar year within sixty (60) days of receipt of the Sales Tax Certificate and accompanying information required above, and the City's portion of the Sales Tax Receipts from the Texas Comptroller's Report indicating the sales tax collection reported to the Texas Comptroller for the Facility.

6. **Confidentiality.** Aimbridge, its successors and assigns, will sign and submit to the City and the Texas Comptroller, the Waiver of Sales Tax Confidentiality form attached hereto as Exhibit "D". Aimbridge and the City acknowledge that the information regarding sales taxes generated by the Facility is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to Aimbridge. To the maximum extent permitted by law and in conformity with the Public Information Act (the "PIA"), the City will maintain the confidentiality of the information contained in the Sales Tax Certificates or similar reporting forms filed by Aimbridge with the Texas Comptroller and the sales tax revenue generated by the Facility (collectively, the "Sales Information"), but will be permitted to disclose the Sales Information to such employees and consultants of the City as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes set forth herein. If the City receives any PIA requests for public information or court orders to release any of the Sales Information, then prior to responding to the same, the City will provide Aimbridge with at least ten business days prior written notice in accordance with the provisions of Section 11(h) below (or such longer notice as required under applicable law or such shorter notice as practicable, so as to allow the City to comply with the PIA and such court order).

7. **Default.**

a. The following will constitute an "Event of Default" under this Agreement:

(i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 7(b) below, the City's failure to process any portion of the Grants owing to Aimbridge in accordance with this Agreement.

(ii) Upon the expiration of the notice and cure period set forth in the first sentence of Section 7(b) below, a failure of Completion of Construction to occur on or before the Completion Deadline (as the same may have been extended by Force Majeure).

(iii) Upon the expiration of the notice and cure period set forth in the first sentence of Section 7(b) below, Aimbridge's failure to pay any real or business personal ad valorem taxes or other material fees or charges owed by Aimbridge to the City prior to delinquency (provided, however, Aimbridge retains the right to timely and properly protest and contest any such taxes or fees, and so long as Aimbridge is timely and properly protesting or contesting the same, it will not constitute an Event of Default).

(iv) A breach of any representation made in this Agreement by Aimbridge or the City.

(v) A breach under any related McKinney Community Development Corporation grant or loan agreement made incident to the Facility.

b. In the event of the occurrence of a default described under Section 7(a) above, the non-defaulting party will have the right to give written notice to the defaulting party of such default, and the defaulting party will have thirty (30) days thereafter to cure said default or if the defaulting party is diligently pursuing the cure of such default, but such default is not reasonably curable within thirty (30) days, then the defaulting party will have such additional amount of time as is reasonably necessary to cure such default. Should said default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party will have the right to give the defaulting party a notice (the "Second Notice") that this Agreement will immediately terminate if such default is not cured within fifteen (15) days after the Second Notice is given, and if such default is not cured within such additional 15-day period, regardless of the amount of time reasonably necessary to cure, then this Agreement will terminate without further action by either party. In addition and without terminating this Agreement, Aimbridge will further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. Aimbridge will further have the right to seek a judicial declaration of the total amount of Grants owed to it by the City. No action will lie for damages by either party (beyond the foregoing amounts owed by the City upon an Event of Default by the City), including punitive damages, and no special or consequential damages will be recovered by either party.

c. This Agreement will terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the term of this Agreement;

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 7(b) above), after an Event of Default.

d. Attorney's fees may be awarded by a court of competent jurisdiction in any legal proceeding to enforce this Agreement, in which case the attorney's fees will be paid by the party so ordered to pay.

e. The City's sole and exclusive remedies for a breach by Aimbridge under this Agreement will be those expressly provided for in this Section 7 and elsewhere in this Agreement, and the City hereby waives any other remedies under law or in equity.

f. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CITY VOLUNTARILY WAIVES ITS RIGHT TO ASSERT SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY IN RESPONSE TO AN ACTION BY AIMBRIDGE SEEKING ONLY THE REMEDIES SPECIFIED IN THIS AGREEMENT. THE CITY DOES NOT OTHERWISE WAIVE IMMUNITIES EXISTING UNDER APPLICABLE LAWS, AND IT IS EXPRESSLY UNDERSTOOD THAT THE WAIVER HERE GRANTED IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CLAIMS UNDER THIS AGREEMENT.

8. **Force Majeure.** For purposes of this Agreement, the term "Force Majeure" will mean and include (a) labor disputes, strikes, lockouts, action of labor unions; (b) inability after expending reasonable efforts to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the ordinary course of business on the open market; (c) fire, earthquake, floods, explosion, act of God, severe and adverse weather conditions; (d) war, invasion, riots, insurrections, civil commotion, mob violence, sabotage, act of the public enemy, terrorist acts; (e) condemnation, requisition, moratorium, unusual delay in transportation, unforeseeable acts, or failures to act by the City or any other governmental entity or their respective agents or employees, unforeseeable governmental restrictions, regulations, or controls; or (f) other causes beyond the reasonable control of Aimbridge after the exercise of due diligence. Force Majeure will not mean nor include delays caused by Aimbridge's lack of, or inability to obtain, funding.

9. **Assignment.**

a. Except as hereinafter provided, this Agreement may not be assigned by either party without the written consent of the other party.

b. So long as no Event of Default under this Agreement exists and remains uncured, Aimbridge will have the right, without the City's consent but with notice to the City, to transfer or assign this Agreement to an Affiliate (as hereinafter defined) of Aimbridge, provided that the operations of such Affiliate on the Facility are not materially different than those conducted by Aimbridge or its Affiliates nationally and Aimbridge notifies the City in writing of such transfer or assignment promptly after the effective date thereof. "Affiliate" will mean (i) any entity that controls, is controlled by, or is under common control with Aimbridge; (ii) a successor corporation related to Aimbridge by merger, consolidation, non-bankruptcy reorganization, or government action; (iii) a joint venture or partnership in which Aimbridge or another entity satisfying

the criteria of an Affiliate set forth in (i)-(ii) of this definition is a general partner; or (iv) an owner/developer of the project that has a written agreement for Aimbridge to manage and operate the Facility.

c. The transfer or assignment of this Agreement to an entity which does not satisfy the requirements of Section 9(b) above will require the City's consent as evidenced by a Resolution duly enacted by the City Council after receipt by the City of Aimbridge's written notification of such proposed transfer at least sixty (60) days prior to the effective date thereof. The City's consent may be withheld, conditioned, or delayed in its sole and absolute discretion and may be conditioned upon the express assumption by such transferee/assignee of all of Aimbridge's obligations set forth in this Agreement. An assignment of this Agreement executed by the City and recorded in the real property records where the Facility is located will be conclusive evidence of the City's consent to such assignment.

d. Any attempted transfer or assign this Agreement by Aimbridge in violation of the terms set forth in this Section 9 will be void ab initio and will entitle the City to terminate this Agreement by written notice to Aimbridge; provided, however, that such termination will not be effective if within ten (10) days after its receipt of the City's termination notice, Aimbridge notifies the City that Aimbridge has rescinded such attempted transfer or assignment.

e. Nothing in this Agreement will prohibit Aimbridge from conveying or leasing any interest in the Facility; provided, however, that if Aimbridge conveys or leases all of its interest in the Facility to any party other than an Affiliate as permitted in Section 9(b) above, then unless an assignment of this Agreement executed by the City has been recorded in the real property records where the Facility is located at the time of such conveyance or lease, this Agreement will terminate automatically and immediately without any further action required on the part of either party. To memorialize such termination, the City will execute a confirmation of such termination which will be recorded in the real property records where the Facility is located.

#### 10. **Miscellaneous.**

a. All construction will be in accordance with applicable rules, regulations, and ordinances of the City, subject to any variances granted in writing by the City.

b. It is acknowledged and agreed by the parties that the terms hereof are not intended to and will not be deemed to create a partnership or joint venture among the parties. It is further understood and agreed by the parties that Aimbridge and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibility or liability to third parties in connection with these actions.

c. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and may not be modified or terminated except in accordance with the provisions hereof or by the mutual written agreement of the parties hereto.

d. This Agreement will be construed in accordance with the laws of the State of Texas and will be performable in Collin County, Texas.

e. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

f. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others (i) that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, (ii) that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement, and (iii) that each individual affixing his or her signature hereto is authorized to do so and such authorization is valid and effective on the date hereof. This Agreement was approved by the City Council of the City at its meeting on May 2, 2017.

g. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

h. Any notice and/or statement required and permitted to be delivered will be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to the City: City of McKinney, Texas  
Box 517  
McKinney, TX 75070  
Attn: City Manager

With required copy to: Brown & Hofmeister, LLP  
740 E. Campbell Road, Suite 800  
Richardson, TX 75081  
Attn: Mark Houser

If to Aimbridge: Aimbridge Hospitality, LLC  
5851 Legacy Circle, Suite 400  
Plano, TX 75024  
Attn: William P. Stadler

With required copy to: Abernathy, Roeder, Boyd & Hullett, P.C.  
1700 Redbud Blvd., Suite 300  
McKinney, TX 75069  
Attn: Robert H. Roeder

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

i. This Agreement may be executed in any number of identical counterparts, each of which will be deemed an original for all purposes.

j. In case any one or more of the provisions contained in this Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal, the parties agree to terminate (or if feasible, modify) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

k. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

l. Time is of the essence in this Agreement.

m. The recitals to this Agreement are incorporated herein for all purposes. The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit "A" — Property

Exhibit "B" — Site Plan

Exhibit "C" — Form of Sales Tax Certificate

Exhibit "D" — Waiver of Sales Tax Confidentiality

n. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

o. Nothing in this Agreement will be implied to vest any rights in the parties. In addition, nothing contained in this Agreement will constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **AIMBRIDGE WAIVES ANY STATUTORY CLAIM THAT THIS AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

p. It is expressly understood that this Agreement will be binding upon and benefit the parties hereto only upon execution by both parties have signed it and upon the McKinney Community Development Corporation's approval of a \$3,000,000.00 grant and related \$5,000,000.00 loan to the Project, but will not be effective until Completion of Construction (the "Effective Date"). If, for any reason, Aimbridge has not completed

construction of the Facility by the Completion Deadline, this Agreement will terminate and be of no further force or effect.

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**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date as described herein.

**CITY:**

**CITY OF MCKINNEY, TEXAS,**  
a Texas home rule municipality

By: \_\_\_\_\_

Name: Paul G. Grimes

Title: City Manager

**AIMBRIDGE:**

**AIMBRIDGE HOSPITALITY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by Paul Grimes, City Manager of the City of McKinney, Texas, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_, of Aimbridge Hospitality, LLC, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**Exhibit “A”**  
**Property — Metes and Bounds Description**

**Exhibit “B”**  
**Site Plan**

**Exhibit “C”**  
**Form of Sales Tax Certificate**

**Exhibit "D"**  
**Waiver of Sales Tax Confidentiality**

Date: \_\_\_\_\_, 2017

I authorize the Texas Comptroller of Public Accounts to release sales tax information pertaining to the taxpayer indicated below to the City of McKinney. I understand that this waiver applies only to our retail store located in

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

Name of Taxpayer Listed on Texas Sales Tax Permit:

\_\_\_\_\_

Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name):

\_\_\_\_\_

Taxpayer Mailing Address:

\_\_\_\_\_

Physical Location of business Permitted for Sales Tax in McKinney, Texas

\_\_\_\_\_

Texas Taxpayer Number: \_\_\_\_\_

Tax Outlet Number: \_\_\_\_\_

(As Shown on Texas Sales Tax Permit)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name of Authorized Signature

\_\_\_\_\_  
Position of Authorized Signature

\_\_\_\_\_  
Phone of Authorized Signature

The authorized signature must be the owner, officer, director, partner, or agent authorized to sign its Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts (512) 531-5441.