### **Wylie Economic Development Corporation Board Regular Meeting**



September 15, 2021 – 8:30 AM Council Conference Room - 300 Country Club Road, Building #100, Wylie, Texas 75098

### CALL TO ORDER

### **INVOCATION & PLEDGE OF ALLEGIANCE**

### **COMMENTS ON NON-AGENDA ITEMS**

Any member of the public may address Board regarding an item that is not listed on the Agenda. Members of the public must fill out a form prior to the meeting in order to speak. Board requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Board is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

### **CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider and act upon approval of the August 2021 WEDC Treasurer's Report.
- B. Consider and act upon approval of Minutes from the August 18, 2021 Regular Meeting of the WEDC Board of Directors.

### **REGULAR AGENDA**

1. Consider and act upon Resolution 2021-02(R) between the WEDC and Government Capital Corporation.

### **DISCUSSION ITEMS**

DS1. Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, WEDC Work Session and Board Tour, and WEDC Activities/Programs.

### **EXECUTIVE SESSION**

### Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES1. Consider the sale or acquisition of properties located at FM 544/Cooper, Jackson/Oak, State Hwy 78/Brown, State Hwy 78/Ballard, Ballard/Brown, State Hwy 78/Alanis, Regency/Steel, and Brown/Eubanks.

### Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

(a) This chapter does not require a governmental body to conduct an open meeting:

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or

(2) to hear a complaint or charge against an officer or employee.

(b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

ES2. Evaluation of WEDC Staff.

# Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.

This chapter does not require a governmental body to conduct an open meeting:

(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2018-3a, 2020-11b, 2021-4a, 2021-4b, 2021-4c, 2021-6a, 2021-8a, 2021-9a, and 2021-9b.

### **RECONVENE INTO OPEN SESSION**

Take any action as a result from Executive Session.

### FUTURE AGENDA ITEMS

### ADJOURNMENT

### CERTIFICATION

I certify that this Notice of Meeting was posted on September 10, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020. Hearing impaired devices are available from the City Secretary prior to each meeting.

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the Board at the date, hour and place given in this notice as the Board may conveniently meet in such closed or executive meeting or session or consult with the

attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

- § 551.071 Private consultation with an attorney for the City.
- § 551.072 Discussing purchase, exchange, lease or value of real property.
- § 551.073 Discussing prospective gift or donation to the City.
- § 551.074 Discussing personnel or to hear complaints against personnel.
- § 551.076 Discussing deployment of security personnel or devices or security audit.
- § 551.087 Discussing certain economic development matters.

### Minutes Wylie Economic Development Corporation Board of Directors Meeting August 18, 2021 – 8:30 A.M. 300 Country Club Road, Building #100 Wylie, TX 75098

### CALL TO ORDER

Announce the presence of a Quorum

President Demond Dawkins called the regular meeting to order at 8:44 a.m. Board Members present were Melisa Whitehead and Blake Brininstool. Board Member Gino Mulliqi joined the meeting just after 8:44 a.m. and was present for observation purposes only via teleconference.

Ex-Officio Members Mayor Matthew Porter and City Manager Chris Holsted were present.

WEDC staff present included Executive Director Jason Greiner, BRE Director Angel Wygant, and Senior Assistant Rachael Hermes.

### **INVOCATION & PLEDGE OF ALLEGIANCE**

President Dawkins gave the invocation and led the Pledge of Allegiance.

### COMMENTS ON NON-AGENDA ITEMS

With no citizen participation, President Dawkins moved to Regular Agenda.

### CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the WEDC Board of Directors and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

# A. Consider and act upon approval of Minutes from the July 21, 2021 Regular Meeting and August 4, 2021 Special Called Meeting of the WEDC Board of Directors.

### B. Consider and act upon approval of the July 2021 WEDC Treasurer's Report.

### **Board Action**

A motion was made by Melisa Whitehead, seconded by Blake Brininstool, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 3-0.

### REGULAR AGENDA

## 1. Consider and act upon Resolution 2021-01(R) between the WEDC and Government Capital Corporation.

### **Staff Comments**

Staff provided an overview of the process that took place to evaluate options to refinance current debt and borrow additional funds for the acquisition of key properties. Following direction at the 8-4-21 Board Meeting, Staff has requested a 240-month term with 5-yr call restrictions on an \$8MM loan. Staff noted that the loan rate has decreased since the prior meeting, with a final rate of 3.48%. Approving Resolution 2021-01(R) initiates moving forward in this process and will begin credit review, securing the compliance package, and generation of loan documents.

### **Board Action**

A motion was made by Blake Brininstool, seconded by Melisa Whitehead, to approve Resolution 2021-01(R) between the WEDC and Government Capital Corporation. A vote was taken, and the motion passed 3-0.

### 2. Consider and act upon a Performance Agreement between the WEDC and DW Wylie, LLC.

Mayor Porter stepped out at 8:44 a.m. prior to consideration of Item 2 and filed a conflict of interest form with Staff.

### **Staff Comments**

Staff noted that this Item relates to the renovation at 499 S Hwy 78 for Chipotle and was taken to Council for their review on July 27, 2021. DW Wylie, LLC requested assistance with the reimbursement of hard and soft costs of construction. Staff noted that a \$13,000 gas line would need to be installed plus additional fees and the Agreement outlines a maximum qualified infrastructure reimbursement of \$15,000. The Economic Impact Analysis (EIA) indicates that the project will generate an estimated \$853,429 in overall tax revenue for the City of Wylie over the next 10 years. For every \$1 that the WEDC invests, this business is investing \$56.89 in our community.

### **Board Action**

A motion was made by Melisa Whitehead, seconded by Blake Brininstool, to approve a Performance Agreement between the WEDC and DW Wylie, LLC, providing for a maximum infrastructure reimbursement incentive of \$15,000 and further authorizing the WEDC Executive Director to execute said Agreement. A vote was taken, and the motion passed 3-0.

Mayor Porter returned to the meeting at 8:51 a.m. following the vote on Item 2.

### **DISCUSSION ITEMS**

# DS1. Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, WEDC Work Session/Board Retreat, Upcoming Events, and WEDC Activities/Programs.

Staff noted that sales tax revenues were up 5.93% for the month of July and 20.20% for August. WEDC office furniture for replacement has been ordered. Staff highlighted upcoming events and opportunities to include the upcoming WEDC Board Retreat and TEDC Sales Tax Training in September.

### **EXECUTIVE SESSION**

The Board agreed to allow Board Member Gino Mulliqi to remain connected via teleconference for observation purposes only during Executive Session.

Recessed into Closed Session at 8:52 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

### Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

ES1. Consider the sale or acquisition of properties located at FM 544/Cooper, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, and State Hwy 78/Brown.

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Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, 2021-5a, 2021-6c, and 2021-8a.

### RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

President Demond Dawkins reconvened into Open Session at 9:27 a.m. and took no action.

### FUTURE AGENDA ITEMS

There were no Items requested for inclusion on future agendas.

#### ADJOURNMENT

With no further business, President Dawkins adjourned the WEDC Board meeting at 9:27 a.m.

**Demond Dawkins, President** 

**ATTEST:** 

Jason Greiner, Executive Director



Wylie Economic Development Board

# **AGENDA REPORT**

Meeting Date:	September 15, 2021	Item Number:	
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	9/7/21	Exhibits:	4

### Subject

Consider and act upon approval of the August 2021 WEDC Treasurer's Report.

### Recommendation

Motion to approve the August 2021 WEDC Treasurer's Report.

### Discussion

Presented for the Board's review and approval is the August 2021 Treasurer's Report detailing the month and year-to-date financial transactions and performance against budget. In this report you will find the Revenue and Expense Report, Statement of Net Position, Balance Sheet, and Sales Tax Report.

### **REVENUES:**

Sales Tax Revenue earned in June, allocated in August, was \$390,790.76, an increase of 20.20% over the same period in 2020.

### **EXPENSES:**

Incentives \$60,000 North Dallas Wylie Land Investors- Incentive 1 of 4

### WYLIE ECONOMIC DEVELOPMENT

## August Rev/Exp Report

### Account Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOI	MIC DEVEL CORP						
Revenue							
<u>111-4000-40210</u>	SALES TAX	2,968,437.00	2,968,437.00	390,790.76	2,829,594.13	-138,842.87	4.68 %
<u>111-4000-46110</u>	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	115.29	1,017.65	-4,982.35	83.04 %
<u>111-4000-48110</u>	RENTAL INCOME	153,240.00	153,240.00	18,170.00	124,085.00	-29,155.00	19.03 %
<u>111-4000-48410</u>	MISCELLANEOUS INCOME	0.00	0.00	1,435.00	1,435.00	1,435.00	0.00 %
<u>111-4000-48430</u>	GAIN/(LOSS) SALE OF CAP ASSETS	164,500.00	164,500.00	0.00	-31,208.00	-195,708.00	118.97 %
<u>111-4000-49600</u>	INSURANCE RECOVERIES	0.00	54,545.27	0.00	40,614.11	-13,931.16	25.54 %
	Revenue Total:	3,292,177.00	3,346,722.27	410,511.05	2,965,537.89	-381,184.38	11.39%
Expense							
<u>111-5611-51110</u>	SALARIES	240,920.00	240,920.00	19,248.51	218,112.56	22,807.44	9.47 %
111-5611-51130	OVERTIME	0.00	0.00	94.50	1,810.38	-1,810.38	0.00 %
<u>111-5611-51140</u>	LONGEVITY PAY	784.00	784.00	0.00	588.00	196.00	25.00 %
<u>111-5611-51310</u>	TMRS	37,464.00	37,464.00	2,909.10	33,602.14	3,861.86	10.31 %
<u>111-5611-51410</u>	HOSPITAL & LIFE INSURANCE	36,369.00	36,369.00	5,222.84	33,321.52	3,047.48	8.38 %
<u>111-5611-51420</u>	LONG-TERM DISABILITY	1,373.00	1,373.00	80.40	951.00	422.00	30.74 %
<u>111-5611-51440</u>	FICA	14,986.00	14,986.00	1,074.64	12,725.46	2,260.54	15.08 %
<u>111-5611-51450</u>	MEDICARE	3,505.00	3,505.00	251.32	2,976.13	528.87	15.09 %
<u>111-5611-51470</u>	WORKERS COMP PREMIUM	305.00	305.00	0.00	246.78	58.22	19.09 %
<u>111-5611-51480</u>	UNEMPLOYMENT COMP (TWC)	810.00	810.00	0.00	756.00	54.00	6.67 %
<u>111-5611-52010</u>	OFFICE SUPPLIES	5,000.00	5,000.00	270.35	4,808.61	191.39	3.83 %
<u>111-5611-52040</u>	POSTAGE & FREIGHT	300.00	300.00	0.00	30.55	269.45	89.82 %
<u>111-5611-52810</u>	FOOD SUPPLIES	6,100.00	6,100.00	222.39	1,096.27	5,003.73	82.03 %
<u>111-5611-54610</u>	FURNITURE & FIXTURES	0.00	0.00	23,638.00	23,638.00	-23,638.00	0.00 %
<u>111-5611-54810</u>	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	0.00	5,530.15	-30.15	-0.55 %
<u>111-5611-54910</u>	BUILDINGS	0.00	54,545.27	0.00	0.00	54,545.27	100.00 %
<u>111-5611-56030</u>	INCENTIVES	1,130,310.00	1,130,310.00	60,000.00	673,109.77	457,200.23	40.45 %
<u>111-5611-56040</u>	SPECIAL SERVICES	90,145.00	112,678.00	3,720.74	81,371.35	31,306.65	27.78 %
<u>111-5611-56080</u>	ADVERTISING	114,100.00	114,100.00	1,324.27	36,915.83	77,184.17	67.65 %
<u>111-5611-56090</u>	COMMUNITY DEVELOPMENT	44,550.00	44,550.00	138.27	14,922.69	29,627.31	66.50 %
<u>111-5611-56110</u>	COMMUNICATIONS	5,936.00	5,936.00	353.93	3,266.30	2,669.70	44.97 %
<u>111-5611-56180</u>	RENTAL	27,000.00	27,000.00	2,250.00	24,916.50	2,083.50	7.72 %
<u>111-5611-56210</u>	TRAVEL & TRAINING	62,600.00	62,600.00	1,451.19	12,025.72	50,574.28	80.79 %
<u>111-5611-56250</u>	DUES & SUBSCRIPTIONS	30,018.00	30,018.00	3,588.24	28,716.55	1,301.45	4.34 %
<u>111-5611-56310</u>	INSURANCE	2,803.00	4,770.00	0.00	4,769.50	0.50	0.01 %
<u>111-5611-56510</u>	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	552.00	11,625.00	21,375.00	64.77 %
<u>111-5611-56570</u>	ENGINEERING/ARCHITECTURAL	87,500.00	87,500.00	28.75	43,383.39	44,116.61	50.42 %
<u>111-5611-56610</u>	UTILITIES-ELECTRIC	2,400.00	2,400.00	190.56	1,722.66	677.34	28.22 %
<u>111-5611-57410</u>	PRINCIPAL PAYMENT	199,863.00	342,015.00	20,355.96	317,560.45	24,454.55	7.15 %
<u>111-5611-57415</u>	INTEREST EXPENSE	342,015.00	199,863.00	17,110.04	189,100.97	10,762.03	5.38 %
<u>111-5611-58110</u>	LAND-PURCHASE PRICE	0.00	408,540.00	0.00	407,332.20	1,207.80	0.30 %
<u>111-5611-58210</u>	STREETS & ALLEYS	1,005,000.00	1,558,680.00	0.00	189,180.00	1,369,500.00	87.86 %
<u>111-5611-58830</u>	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	797.00	1,703.00	68.12 %
<u>111-5611-58995</u>	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-407,332.20	407,332.20	0.00 %
	Expense Total:	3,533,156.00	4,574,421.27	164,076.00	1,973,577.23	2,600,844.04	56.86%
Fund: 111 - W	YLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%
	Report Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%

### **Group Summary**

Account Typ	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue	3,292,177.00	3,346,722.27	410,511.05	2,965,537.89	-381,184.38	11.39%
Expense	3,533,156.00	4,574,421.27	164,076.00	1,973,577.23	2,600,844.04	56.86%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%
Report Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%

### **Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66
Report Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66

Wylie Economic Development Corporation Statement of Net Position As of August 31, 2021

Assets			
Cash and cash equivalents	\$	2,880,922.81	
Receivables	\$	60,000.00	Note 1
Inventories	\$	12,435,269.70	
Prepaid Items	\$	-	
Total Assets	\$	15,376,192.51	
Deferred Outflows of Resources			
Pensions	\$	95,608.55	
Total deferred outflows of resources	\$	95,608.55	
Liabilities			
Accounts Payable and other current liabilities	\$	44,656.51	
Unearned Revenue	\$	1,200.00	Note 2
Non current liabilities:			
Due within one year	\$	77,886.83	Note 3
Due in more than one year	\$	5,090,479.60	
Total Liabilities	\$	5,214,222.94	
Deferred Inflows of Resources			
Pensions	\$	(47,711.41)	
1 611310113	<u> </u>	(47,711.41)	
Total deferred inflows of resources	\$	(47,711.41)	
Net Position			
Net investment in capital assets	\$	-	
Unrestricted	\$	10,305,289.53	
Total Net Position	\$	10,305,289.53	

Note 1: Includes incentives in the form of forgivable loans for \$60,000 (LUV-ROS)

Note 2: Deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$20,727

### WYLIE ECONOMIC DEVELOPMENT

## **August Balance Sheet**

Account Summary As Of 08/31/2021

Account	Name	Balance	
Fund: 111 - WYLIE ECONOMIC DEVEL COR	RP		
Assets			
<u>111-1000-10110</u>	CLAIM ON CASH AND CASH EQUIV.	2,868,922.81	
<u>111-1000-10111</u>	CASH - ECON DEVELOPMENT	0.00	
<u>111-1000-10115</u>	CASH - WEDC - INWOOD	0.00	
<u>111-1000-10130</u>	CASH - ECO DEV PAYROLL	0.00	
<u>111-1000-10135</u>	ESCROW	10,000.00	
<u>111-1000-10150</u>	CASH - RESTRICTED	0.00	
<u>111-1000-10180</u>	DEPOSITS	2,000.00	
<u>111-1000-10198</u>	OTHER - MISC CLEARING	0.00	
<u>111-1000-10312</u>	GOVERNMENT NOTES	0.00	
<u>111-1000-10321</u>	CERTIFICATES OF DEPOSIT	0.00	
<u>111-1000-10341</u>	TEXPOOL	0.00	
<u>111-1000-10343</u>	LOGIC	0.00	
<u>111-1000-10481</u>	INTEREST RECEIVABLE	0.00	
<u>111-1000-11511</u>	ACCTS REC - MISC	0.00	
<u>111-1000-11517</u>	ACCTS REC - SALES TAX	0.00	
<u>111-1000-12810</u>	LEASE PAYMENTS RECEIVABLE	0.00	
<u>111-1000-12925</u>	LOAN REC - CARLISLE	0.00	
<u>111-1000-12930</u>	LOAN REC - DC ASSOCIATES	0.00	
<u>111-1000-12940</u>	LOAN REC - HOFFMAN BLAST	0.00	
<u>111-1000-12950</u>	LOAN PROCEEDS RECEIVABLE	0.00	
<u>111-1000-12975</u>	LOAN REC - MULTI MACHINING	0.00	
<u>111-1000-12980</u>	LOAN REC - MOULDING	0.00	
<u>111-1000-12985</u>	LOAN REC - ALTHUSER	0.00	
<u>111-1000-12995</u>	LOAN REC - YELROW	0.00	
<u>111-1000-12996</u>	LOAN RECEIVABLE	0.00	
<u>111-1000-12997</u>	ACCTS REC - JTM TECH	0.00	
<u>111-1000-12998</u>	ACCTS REC - FORGIVEABLE LOANS	60,000.00	
<u>111-1000-14112</u>	INVENTORY - MATERIAL/ SUPPLY	0.00	
<u>111-1000-14116</u>	INVENTORY - LAND & BUILDINGS	12,435,269.70	
<u>111-1000-14117</u>	INVENTORY - 404 S HWY 78	0.00	
<u>111-1000-14118</u>	INVENTORY - BAYCO/ SANDEN BLVD	0.00	
<u>111-1000-14310</u>	PREPAID EXPENSES - MISC	0.00	
<u>111-1000-14410</u>	DEFERRED OUTFLOWS	438,367.00	
	Total Assets:	15,814,559.51	15,814,559.51
Liability			
111-1000-20132	EMP CARE FLITE	0.00	
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00	
111-2000-20111	MEDICARE PAYABLE	0.00	
	CHILD SUPPORT PAYABLE	0.00	
<u>111-2000-20112</u> 111-2000-20113	CREDIT UNION PAYABLE	0.00	
	IRS LEVY PAYABLE	0.00	
<u>111-2000-20114</u> 111-2000-20115	NATIONWIDE DEFERRED COMP	0.00	
<u>111-2000-20115</u> 111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	1,790.88	
		,	
<u>111-2000-20117</u> 111-2000-20118	TMRS PAYABLE ROTH IRA PAYABLE	2,102.96	
<u>111-2000-20118</u> 111-2000-20119	WORKERS COMP PAYABLE	0.00 0.00	
<u>111-2000-20120</u> 111-2000-20121		0.00	
<u>111-2000-20121</u> 111-2000-20122	TEC PAYABLE	0.00	
<u>111-2000-20122</u> 111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00	
111-2000-20123		0.00 0.00	
<u>111-2000-20124</u> 111-2000-20125	BANKRUPTCY PAYABLE VALIC DEFERRED COMP	0.00	

#### As Of 08/31/2021

Balance Sheet		
Account	Name	Balance
<u>111-2000-20126</u>	ICMA PAYABLE	0.00
<u>111-2000-20127</u>	EMP. LEGAL SERVICES PAYABLE	0.00
<u>111-2000-20130</u>	FLEXIBLE SPENDING ACCOUNT	8,437.30
<u>111-2000-20131</u>	EDWARD JONES DEFERRED COMP	0.00
<u>111-2000-20132</u>	EMP CARE FLITE	12.00
<u>111-2000-20151</u>	ACCRUED WAGES PAYABLE	0.00
<u>111-2000-20180</u>	ADDIT EMPLOYEE INSUR PAY	48.00
<u>111-2000-20199</u>	MISC PAYROLL PAYABLE	0.00
<u>111-2000-20201</u>	AP PENDING	0.00
<u>111-2000-20210</u>	ACCOUNTS PAYABLE	32,265.37
<u>111-2000-20530</u>	PROPERTY TAXES PAYABLE	0.00
<u>111-2000-20540</u>	NOTES PAYABLE	438,367.00
<u>111-2000-20810</u>	DUE TO GENERAL FUND	0.00
<u>111-2000-22270</u>	DEFERRED INFLOW	0.00
<u>111-2000-22275</u>	DEF INFLOW - LEASE PRINCIPAL	0.00
<u>111-2000-22280</u>	DEFERRED INFLOW - LEASE INT	0.00
<u>111-2000-22915</u>	RENTAL DEPOSITS	1,200.00
	Total Liability:	484,223.51
Equity		
<u>111-3000-34110</u>	FUND BALANCE - RESERVED	0.00
<u>111-3000-34590</u>	FUND BALANCE-UNRESERV/UNDESIG	14,338,375.34
	Total Beginning Equity:	14,338,375.34
Total Revenue		2,965,537.89
Total Expense		1,973,577.23
Revenues Over/Under Expenses	_	991,960.66
	Total Equity and Current Surplus (Deficit):	15,330,336.00
	Total Liabilities, Equity and Cu	rrent Surplus (Deficit):

Total Liabilities, Equity and Current Surplus (Deficit): \_\_\_\_\_15,814,559.51

#### **Balance Sheet**

Dalance Sheet			
Account	Name	Balance	
Fund: 922 - GEN LONG TERM DEBT (WEI	DC)		
Assets			
<u>922-1000-10312</u>	GOVERNMENT NOTES	0.00	
<u>922-1000-18110</u>	LOAN - WEDC	0.00	
922-1000-18120	LOAN - BIRMINGHAM	0.00	
922-1000-18210	AMOUNT TO BE PROVIDED	0.00	
922-1000-18220	BIRMINGHAM LOAN	0.00	
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	37,997.29	
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	1,800.00	
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	0.48	
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	55,810.78	
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-46,839.41	
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-40,835.41	
<u>522-1000-15120</u>	Total Assets:	47,897.14	47,897.14
	Total Assets:	47,097.14 =	47,097.14
Liability			
922-2000-20126	ICMA PAYABLE	0.00	
922-2000-20310	COMPENSATED ABSENCES PAYABLE	0.00	
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	20,727.84	
922-2000-21410	ACCRUED INTEREST PAYABLE	8,803.17	
922-2000-28205	WEDC LOANS/CURRENT	48,355.82	
922-2000-28210	WEDC LOANS	0.00	
922-2000-28220	BIRMINGHAM LOAN	0.00	
922-2000-28230	INWOOD LOAN	0.00	
922-2000-28232	ANB LOAN/EDGE	0.00	
922-2000-28233	ANB LOAN/PEDDICORD WHITE	0.00	
922-2000-28234	ANB LOAN/RANDACK HUGHES	0.00	
922-2000-28235	ANB LOAN	0.00	
922-2000-28236	AND CONSTRUCTION LOAN	0.00	
922-2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00	
922-2000-28238	ANB LOAN/BUCHANAN	0.00	
922-2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00	
922-2000-28240	HUGHES LOAN	0.00	
922-2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	4,067,890.31	
922-2000-28245	ANB LOAN/DALLAS WHIRLPOOL	640,776.23	
922-2000-28247	JARRARD LOAN	174,168.89	
922-2000-28250	CITY OF WYLIE LOAN	0.00	
922-2000-28260	PRIME KUTS LOAN	0.00	
	BOWLAND/ANDERSON LOAN	0.00	
<u>922-2000-28270</u> 922-2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
		0.00	
<u>922-2000-28290</u>	HOBART/COMMERCE LOAN NET PENSION LIABILITY		
<u>922-2000-29150</u> 922-2000-29151	SDBF LIABILITY	199,184.17	
922-2000-29151		8,460.00	
	Total Liability:	5,168,366.43	
Equity			
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-5,317,765.74	
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00	
	Total Beginning Equity:	-5,438,029.74	
Total Revenue		0.00	
Total Expense		-317,560.45	
Revenues Over/Under Expenses	-	317,560.45	
	Total Equity and Current Surplus (Deficit):	-5,120,469.29	

Total Liabilities, Equity and Current Surplus (Deficit): \_\_\_\_\_\_ 47,897.14

### Wylie Economic Development Corporation SALES TAX REPORT August 31, 2021

**BUDGETED YEAR** 

MONTH		514 00 4 0					-	DIFF	% DIFF
MONTH		FY 2018		FY 2019	FY 2020		FY 2021	20 vs. 21	20 vs. 21
DECEMBER	\$	184,848.59	\$	214,867.15	\$ 226,663.94	\$	235,381.33	\$ 8,717.39	3.85%
JANUARY	\$	191,895.71	\$	223,749.61	\$ 218,520.22	\$	262,263.52	\$ 43,743.30	20.02%
FEBRUARY	\$	275,667.83	\$	307,366.66	\$ 362,129.18	\$	456,571.35	\$ 94,442.17	26.08%
MARCH	\$	182,852.50	\$	208,222.32	\$ 228,091.34	\$	257,187.91	\$ 29,096.57	12.76%
APRIL	\$	163,484.89	\$	182,499.53	\$ 203,895.57	\$	221,881.55	\$ 17,985.98	8.82%
MAY	\$	203,707.17	\$	274,299.18	\$ 289,224.35	\$	400,371.70	\$ 111,147.35	38.43%
JUNE	\$	199,412.29	\$	234,173.88	\$ 239,340.35	\$	290,586.92	\$ 51,246.57	21.41%
JULY	\$	213,976.64	\$	215,107.94	\$ 296,954.00	\$	314,559.10	\$ 17,605.10	5.93%
AUGUST	\$	249,589.63	\$	283,602.93	\$ 325,104.34	\$	390,790.76	\$ 65,686.42	20.20%
SEPTEMBER	\$	213,425.79	\$	243,048.40	\$ 259,257.89				
OCTOBER	\$	210,701.71	\$	224,875.38	\$ 249,357.02				
NOVEMBER	\$	273,196.62	\$	308,324.41	\$ 384,953.89			 	
Sub-Total	<u>\$</u>	2,562,759.35	<u>\$</u>	2,920,137.37	\$ 3,283,492.09	<u>\$</u>	2,829,594.13	\$ 439,670.84	17.50%
Total	<u>\$</u>	2,562,759.35	<u>\$</u>	2,920,137.37	\$ 3,283,492.09	\$	2,829,594.13	\$ 439,670.84	17.50%



# WYLIEEDC

# **AGENDA REPORT**

Meeting Date:	September 15, 2021	Item Number:	1
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	9/7/21	Exhibits:	1

### Subject

Consider and act upon Resolution 2021-02(R) between the WEDC and Government Capital Corporation.

### Recommendation

Motion to approve Resolution 2021-02(R) between the WEDC and Government Capital Corporation.

### Discussion

On 8/18/2021, the Board approved Resolution 2021-01(R) which retained Government Capital Corporation as Lender for financing options for the WEDC. The attached exhibit contains the Loan Agreement, Series 2021 Note, Sales Tax Remittance Agreement, and Resolution Documents that will authorize the borrowing of the funds to refinance current debt and acquire additional key properties.

Tentative Timeline for Funding:

- 8/18/21 WEDC- Engaging Professionals Resolution
- 8/19-9/10/21 Credit Review, Secure Compliance Package, Loan Document Generation
- 9/15/21 WEDC- Action Item- Pass Authorizing Resolution (Authorizing the Borrowing)
- 9/28/21 City Council Action Item- Pass Sales Tax Remittance Resolution (Ratifying WEDC action)
- 10/5/21 Target Funding Date (wire transfer funds per Funding Memorandum)

As noted above, approval of Resolution 2021-02(R) authorizes the borrowing of funds for the loan in the principal amount of \$8,108,000.

### CLOSING DOCUMENTS INDEX \$8,108,000.00 SERIES 2021 NOTE (TAXABLE)

### **GOVERNMENT CAPITAL CORPORATION**

### ("<u>Lender</u>")

### and

### WYLIE ECONOMIC DEVELOPMENT CORPORATION ("<u>Corporation</u>")

### Dated as of October 5, 2021

### Document **Document Description** No. 1 Loan Agreement between Lender and Corporation Exhibit A – Form of Note 2 Series 2021 Note executed by Corporation and payable to Lender Schedule I – Payment Schedule Sales Tax Remittance Agreement executed by the Corporation and the City of Wylie, 3 Texas (the "City") General Certificate of Corporation 4 5 Resolution of Corporation 6 General Certificate of the City Exhibit A – Resolution/Order Calling Election, Notice of Election and Resolution/Order Canvassing Election Returns 7 Resolution of the City Exhibit A - Sales Tax Remittance Agreement 8 Opinion of Counsel 9 Articles of Incorporation of Corporation

Document <u>No.</u>	<b>Document Description</b>
10	Certificate of Good Standing for the Corporation from Texas Comptroller
11	Certificate of Fact for the Corporation from Texas Secretary of State

### LOAN AGREEMENT

between

### **GOVERNMENT CAPITAL CORPORATION**

and

### WYLIE ECONOMIC DEVELOPMENT CORPORATION

\$8,108,000.00

Dated as of October 5, 2021

### LOAN AGREEMENT

This LOAN AGREEMENT (as amended, restated, supplemented and/or otherwise modified, this "<u>Agreement</u>"), dated as of October 5, 2021, is between GOVERNMENT CAPITAL CORPORATION (the "<u>Lender</u>"), and the WYLIE ECONOMIC DEVELOPMENT CORPORATION (the "<u>Corporation</u>"), a nonprofit economic development corporation duly established and created pursuant to Chapters 501, 502 and 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), (collectively, the "<u>Act</u>"), created by or on behalf of the City of Wylie, Texas (the "<u>City</u>").

### $\underline{W I T N E S S E T H:}$

**WHEREAS**, the City has established, levied, is maintaining and collecting on behalf of the Corporation the Economic Development Sales and Use Tax pursuant to the Act;

WHEREAS, the Corporation has asked the Lender to make a loan to the Corporation for the purpose of (i) financing the purchase of certain real property in the City and completing infrastructure improvements thereto as part of a master-planned redevelopment as permitted under the Act; (ii) refinancing prior outstanding debt and (iii) paying costs of issuing the loan, such loan to be secured by and payable from the proceeds of the Economic Development Sales and Use Tax;

WHEREAS, purchasing the property and refinancing existing obligations is important to the economic growth and development of the City and will benefit the City's residents by aiding the City's efforts to encourage economic growth and development, stimulate commerce, promote or develop new or expanded business enterprises, enhance the health, safety, and welfare of the City's residents and promote long-term debt service savings;

WHEREAS, the Lender is willing to make such loan to the Corporation, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Lender and the Corporation agree as follows:

### **ARTICLE I**

### **DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.1** <u>Definitions</u> The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

<u>Act</u> - has the meaning ascribed to such term in the first paragraph hereof.

<u>Additional Parity Debt</u> - means: additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the

Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Existing Indebtedness and the Series 2021 Note.

<u>Additional Subordinate Debt</u> - means: Additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the Pledged Revenues that are junior or subordinate to the lien on the Pledged Revenues securing the payment of the Series 2021 Note.

<u>Agreement</u> - has the meaning ascribed to such term in the first paragraph hereof.

Bond Counsel – Naman Howell Smith & Lee, PLLC.

<u>Business Day</u> - Any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

<u>City</u> - has the meaning ascribed to such term in the first paragraph hereof.

<u>Closing Date</u> - The date that the Series 2021 Note is delivered to the Lender.

<u>Code</u> - The Internal Revenue Code of 1986, as amended, and all applicable regulations and any official rulings and determinations under the above.

<u>Corporation</u> - has the meaning ascribed to such term in the first paragraph hereof.

<u>Costs of Issuance</u> - The costs and expenses incurred by the Corporation with respect to the authorization, execution and delivery of the Loan Documents and all documentation related thereto.

<u>Debt Service Fund</u> - shall have the meaning ascribed to such term in <u>Section 4.4</u> hereof.

<u>Debt Service Requirement</u> - The amount necessary to pay the principal of and interest due and owing on the Series 2021 Note during each respective fiscal year of the Corporation.

<u>Economic Development Sales and Use Tax</u> - The  $\frac{1}{2}$  of 1% sales and use tax authorized to be levied by the City on behalf of the Corporation for the promotion of economic development pursuant to the Act and elections duly held.

<u>Event of Default</u> - Unless waived in writing by the Lender, the occurrence of any of the following:

(a) the failure of the Corporation to make any of the Series 2021 Note Payments when due;

(b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement, and the continuation of such failure for a period of thirty (30) days after the date that the Corporation acquired actual knowledge or written notice of such failure, which knowledge may take the form of notice specifying such failure given to the Corporation by the Lender;

(c) bankruptcy, insolvency, appointment of a receiver for, or the failure to discharge a judgment against, the Corporation;

(d) the violation of any representation or warranty made by the Corporation under Section 5.2 hereof; or

(e) the failure of the Corporation to perform any of its obligations under or comply with any provisions of this Agreement not described in (a) or (b) above or any other agreement with the Lender to which it may be a party or by which it is bound.

<u>Existing Parity Indebtedness</u> - means any note, bond or other debt obligations of the Corporation outstanding as of the Closing Date and payable from and secured in whole or in part by liens on the Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Series 2021 Note.

Interest Payment Date - The date interest payments are due on the Loan, as set forth in the Series 2021 Note.

Lender - Government Capital Corporation, together with its successors and assigns.

Loan - The loan from the Lender to the Corporation made pursuant to this Agreement.

Loan Documents - Collectively, this Agreement, the Series 2021 Note, the Sales Tax Remittance Agreement, and the Resolution.

<u>Maximum Interest Rate</u> - The maximum rate of interest allowed under Chapter 1204, Government Code, as amended, but not to exceed the "*applicable interest rate ceiling*" as determined under Chapter 303 of the Texas Finance Code from time to time in effect.

<u>Series 2021 Note</u> - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as <u>Exhibit A</u>, and any promissory note executed and delivered by the Corporation in replacement thereof or in substitution therefor.

<u>Series 2021 Note Payments</u> - The payments required by <u>Section 2.3</u> to be made by the Corporation in payment of the principal of and interest on the Series 2021 Note.

<u>Series 2016 Note</u> – The Corporation's promissory note dated November 22, 2016 in the original principal amount of \$2,000,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

<u>Series 2018 Note</u> - The Corporation's promissory note dated December 12, 2018 in the original principal amount of \$4,500,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

<u>Pledged Revenues</u> - 100% of the funds collected by the City from the levy of the Economic Development Sales and Use Tax, without deduction, offset or credit for any administrative charges or expenses incurred by the City or the Corporation in connection with the levy and collection of the Economic Development Sales and Use Tax, other than any amounts due and owing to the Comptroller of Public Accounts of the State for collection costs and other charges.

Principal Amount - \$8,108,000.00.

Property: That real property located at 802 W. Kirby Street, Wylie, Texas 75098.

<u>Refunded Obligations</u> – collectively, the Series 2016 Note and the Series 2018 Note.

<u>Resolution</u> - The resolution of the Board of Directors of the Corporation authorizing the execution and delivery of this Agreement and the Series 2021 Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Series 2021 Note, and any amendments or supplements thereto.

<u>Revenue Fund</u> - shall have the meaning ascribed to such term in <u>Section 4.4</u> hereof.

<u>Sales Tax Remittance Agreement</u> - The Sales Tax Remittance Agreement dated as of even date herewith by and between the Corporation and the City, as same may be amended, restated, supplemented and/or otherwise modified.

<u>Series 2021 Note</u> - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as <u>Exhibit A</u>, and any promissory note executed and delivered by the Corporation in replacement thereof or in substitution therefor.

<u>Series 2021 Note Payments</u> - The payments required by <u>Section 2.3</u> to be made by the Corporation in payment of the principal of and interest on the Series 2021 Note.

<u>Series 2016 Note</u> – The Corporation's promissory note dated November 22, 2016 in the original principal amount of \$2,000,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

<u>Series 2018 Note</u> - The Corporation's promissory note dated December 12, 2018 in the original principal amount of \$4,500,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

<u>State</u> - The State of Texas.

<u>Surplus Fund</u> - shall have the meaning ascribed to such term in <u>Section 4.4</u> hereof.

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Section 1.2 <u>Interpretative Matters</u> Whenever the context requires:

(i) references in this Agreement of the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

### **ARTICLE II**

### THE LOAN; REPAYMENT OF THE LOAN

**Section 2.1** <u>Financing the Loan</u> Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in <u>Section 2.2</u>, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Series 2021 Note and the covenants and agreements herein contained, the Lender will, on the Closing Date, advance to and for the sole use and benefit of the Corporation an amount equal to the Principal Amount for the exclusive purpose of financing the costs of the Property, certain infrastructure improvements to the Property, refunding the Refunded Obligations and the paying Costs of Issuance.

**Section 2.2** <u>Conditions to Closing</u> The obligation of the Lender to make the advance pursuant to <u>Section 2.1</u> hereof shall be subject to the following conditions:

(a) The representations of the Corporation herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;

(b) On the Closing Date, the Loan Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing Date, the Lender shall have received each of the following documents:

(i) This Agreement executed by an authorized officer of the Corporation;

(ii) The Series 2021 Note executed by an authorized officer of the Corporation;

(iii) A certificate, dated the Closing Date, executed by an authorized officer of the Corporation, to the effect that (A) the representations and warranties of the Corporation contained in this Agreement are true and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date; (B) the Resolution and this Agreement are in full force and effect and have not been amended or supplemented

except as may have been approved in writing by the Lender; (C) the Corporation is not in default with respect to any of its outstanding obligations; and (D) no litigation is pending or, to the best of their knowledge, threatened in any court to restrain or enjoin the execution and delivery of this Agreement or the Series 2021 Note, the refunding of the Refunded Obligations, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Loan Documents, or contesting the powers of the Board of Directors of the Corporation;

(iv) Certified copies of resolutions of the City and the Corporation authorizing execution, delivery and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing and other certificates or documents as the Lender may reasonably require to evidence the Corporation's authority;

(v) True copies of all organizational documents of the Corporation, including all amendments, restatements or supplements thereto;

(vi) An opinion of counsel to the Corporation which shall specifically provide that (1) the Corporation is a validly existing non-profit corporation created by the City of Wylie pursuant to Chapter 504 of the Act and (2) the Corporation is duly authorized and empowered to execute, deliver and perform the Loan Documents.

**Section 2.3** <u>**Repayment Terms**</u> The Corporation agrees to execute and deliver the Series 2021 Note to the Lender upon the advance of the Principal Amount by the Lender to the Corporation pursuant to <u>Section 2.1</u>.

(b) The Series 2021 Note shall be dated the Closing Date, shall be in an aggregate principal amount equal to the Principal Amount and shall be payable in installments on the dates and in the amounts specified in the Series 2021 Note.

(c) Interest shall accrue and be paid on the outstanding Principal Amount as specified in the Series 2021 Note.

Section 2.4 <u>Series 2021 Note Payments</u> All Series 2021 Note Payments shall be made on the applicable payment date in immediately available funds and shall be paid to the Lender at the address provided to the Corporation pursuant to <u>Section 8.2</u>.

Section 2.5 <u>Series 2021 Note Payments Due on Business Days</u> If the regularly scheduled due date for a Series 2021 Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

Section 2.6 <u>Prepayment of Series 2021 Note</u> (a) <u>Voluntary Prepayment</u>. The Corporation may at its option prepay the principal amount of the Series 2021 Note outstanding

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hereunder, in whole but not in part, on any payment date on or after November 5, 2026. The prepayment price shall be an amount equal to the Early Redemption Value set forth in the Series 2021 Note.

Section 2.7 <u>Limited Obligation</u> The obligations of the Corporation hereunder are special limited obligations thereof and neither the Series 2021 Note nor any instrument related to this Agreement may give a holder a right to demand payment from any source other than the Economic Development Sales and Use Tax imposed by Chapter 504 of the Act and pledged hereunder.

Section 2.8 <u>Segregation of Economic Development Sales and Use Tax</u> The Corporation shall or shall cause the City to maintain a separate fund into which shall be deposited the Economic Development Sales and Use Tax and the Corporation shall or shall cause the City to segregate such taxes collected from the general fund of the City.

### ARTICLE III

### **ADDITIONAL DEBT**

### Section 3.1 <u>Additional Parity Debt</u>.

(a) For so long as the Corporation is obligated hereunder and under the Series 2021 Note, the Corporation shall have the right to issue Additional Parity Debt when issued in compliance with the law and terms and conditions hereinafter appearing, the lien or pledge securing such Additional Indebtedness shall occupy a position of parity and equal dignity with the lien or pledge securing the Notes, so long as prior to doing the same:

(i) the Corporation furnishes to the Lender a signed statement, supported by its audit or other financial presentation acceptable to the Lender, that the Corporation's net revenues for the previous 24 months, prior to incurring such additional debt, are at least 1.15 times the annual debt service payments due on (i) the Series 2021 Note, (ii) any other then outstanding Existing Parity Indebtedness of the Corporation, and (iii) the proposed new debt yet to be incurred. Such statement shall be furnished to the Lender at least 14 days prior to the time any additional debt is incurred;

(ii) Net revenues shall mean the gross revenues of the Purchaser, less its operating expenses, as determined by GAAP. Depreciation or amortization costs shall not be counted as operating expenses.

### Section 3.2 Additional Subordinate Debt

(a) The Corporation may issue or incur Additional Subordinate Debt without restriction.

### **ARTICLE IV**

### **SPECIAL AGREEMENTS**

**Section 4.1** <u>Obligations of Corporation Unconditional</u> The obligation of the Corporation to make the payments required by <u>Section 2.3</u> shall be absolute and unconditional. The Corporation shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Corporation may have or assert against the Lender or any other person.

(b) Until such time as the Series 2021 Note is fully paid the Corporation:

(i) will not suspend or discontinue, or permit the suspension or discontinuance of, any Series 2021 Note Payment;

(ii) will perform and observe all of its other agreements contained in this Agreement; and

(iii) except by full payment and retirement of the Series 2021 Note will not terminate this Agreement for any cause.

Section 4.2 <u>Agreement as Security Agreement</u> An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law, with the Lender as the secured party. The lien, pledge, and security interest of the Lender created in this Agreement shall become effective immediately upon the Closing Date, and the same shall be continuously effective for so long as the Series 2021 Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) The provisions of this section are prescribed pursuant to the Bond Procedures Act of 1981 (Chapter 1204, Government Code), as amended, and other applicable laws of the State. If any other applicable law, in the opinion of counsel to the Corporation or in the opinion, reasonably exercised, of counsel to the Lender, requires any filing or other action additional to the filing pursuant to this section in order to preserve the priority of the lien, pledge, and security interest of the Lender created by this Agreement, the Corporation shall diligently make such filing or take such other action to the extent required by law to accomplish such result.

Section 4.3 <u>Pledge and Source of Payment</u> The Corporation hereby covenants that all Pledged Revenues shall be deposited and paid into the Special Funds established in <u>Section 4.4</u> hereof, and shall be applied in the manner set out herein, to provide for the payment of principal and interest on the Series 2021 Note and, to the extent permitted, any Existing Parity Indebtedness and Additional Debt and all expenses of paying the same. The obligations of the Corporation under the Series 2021 Note and any Existing Parity Indebtedness and Additional

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Debt shall be special limited obligations of the Corporation payable solely from, and secured by a first lien on, the Pledged Revenues, and collected and received by the Corporation, which Pledged Revenues shall, in the manner herein provided, be set aside and pledged to the payment of the Series 2021 Note and any Existing Parity Indebtedness and Additional Debt in the Debt Service Fund, and any excess Economic Development Sales and Use Tax revenues shall be set aside in the Surplus Fund as hereinafter provided. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment from sales tax revenues in excess of those collected from the Economic Development Sales and Use Tax.

Section 4.4 <u>Special Funds</u>. The following special funds are hereby created, and such funds shall be maintained and accounted for as hereinafter provided, so long as the Series 2021 Note and any Additional Debt remain outstanding:

(a) Economic Development Sales and Use Revenue Fund (the "<u>Revenue Fund</u>");

(b) Economic Development Sales and Use Series 2021 Note Debt Service Fund (the "*Debt Service Fund*"); and

(c) Economic Development Sales and Use Fund (the "*Surplus Fund*").

The Revenue Fund, the Debt Service Fund and the Surplus Fund shall be maintained and accounted for as separate accounts on the books of the Corporation. All of the funds named above shall be used solely as provided herein so long as the Series 2021 Note and any Additional Debt remain outstanding. Notwithstanding the foregoing and the provisions of <u>Sections 4.5, 4.6</u> and <u>4.7</u> hereof, the Corporation may utilize existing accounts and maintain appropriate internal records regarding the Revenue Fund, the Debt Service Fund and the Surplus Fund.

**Section 4.5** <u>Flow of Funds</u> All Pledged Revenues shall be deposited as collected into the Revenue Fund. Money from time to time on deposit to the credit of the Revenue Fund shall be applied as follows in the following order and priority:

(a) First, to make all deposits into the Debt Service Fund required by this Agreement to pay principal of and interest on the Series 2021 Note and as required by any resolution authorizing the issuance of any Existing Parity Indebtedness and Additional Debt;

(b) Second, to make the transfers required by any condition authorizing the issuance or incurrence of subordinate lien obligations (subject to the prior requirements of any resolution authorizing the issuance of any Existing Parity Indebtedness and Additional Debt); and

(c) Third, to make all deposits into the Surplus Fund as required by this Agreement, said funds to be used by the Corporation for any lawful purpose.

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Whenever the total amounts on deposit to the credit of the Debt Service Fund shall be equal to the amount set forth in <u>Section 4.6</u> hereof, no further payments need be made into the Debt Service Fund.

Section 4.6 <u>Debt Service Fund</u> On or before the last Business Day of each month, beginning on the last Business Day of the month in which the Closing Date occurs, there shall be deposited into the Debt Service Fund from the Revenue Fund such amounts as are necessary to accumulate the pro-rata monthly amount required to pay the initial Debt Service Requirements on the Series 2021 Note. Once such amount has been deposited, on or before the last Business Day of each month, there shall be transferred into the Debt Service Fund from the Revenue Fund such pro-rata monthly amounts as will be sufficient to accumulate the amount required to pay the Debt Service Requirement scheduled to become due on the Series 2021 Note during the Corporation's current fiscal year.

If in any month the Corporation shall fail to make the full transfer to the Debt Service Fund required by this Agreement, amount equivalent to such deficiency shall be transferred to the Debt Service Fund from the first available and unallocated money in the Revenue Fund in the following month or months, and such transfers shall be in addition to the other amounts required to be transferred to the Debt Service Fund.

Money deposited to the credit of the Debt Service Fund required by this Agreement shall be used solely for the purpose of paying principal and interest on the Series 2021 Note and any Additional Debt plus any costs related thereto.

**Section 4.7** <u>Surplus Fund</u> After making any transfers required into the Debt Service Fund or any other funds created in any resolution authorizing the issuance of any Existing Parity Indebtedness and Additional Debt or any subordinate lien obligations, any money remaining in the Revenue Fund shall be considered surplus, and may be deposited into the Surplus Fund and, notwithstanding the pledge of the Pledged Revenues hereunder, may be used by the Corporation for any lawful purpose so long as there is no Event of Default hereunder.

**Section 4.8** <u>Investment of Funds; Transfer of Investment Income</u> Money in the Revenue Fund and the Debt Service Fund may, at the option of the Corporation, be invested in time deposits or certificates of deposit of commercial banks secured in the manner required by law for public funds and insured by the Federal Deposit Insurance Corporation to the maximum extent permitted by law, or be invested in direct obligations of, or obligations fully guaranteed by, the United States of America, or in any other investments authorized by the laws of the State; provided that all such deposits or investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Any obligation in which money is so invested shall be kept and held in the official depository bank of the Corporation at which the fund is maintained from which the investment was made. All such investments shall be promptly sold when necessary to prevent any default in connection with the Series 2021 Note or any Additional Debt.

All interest and income derived from such deposits and investments shall be transferred or credited as received to the Revenue Fund, and shall constitute Pledged Revenues.

**Section 4.9** <u>Security for Uninvested Funds</u> All uninvested money on deposit in, or credited to, the Revenue Fund and the Debt Service Fund shall be secured by the pledge of security as provided by the laws of the State.

**Section 4.10** <u>Financial Statements and Reports</u> For so long as any amounts remain outstanding under the Series 2021 Note, the Corporation will promptly furnish to the Lender from time to time upon request such information regarding the business and affairs and financial condition of the Corporation as the Lender may reasonably request, and furnish to the Lender promptly after available and in any event within one hundred eighty (180) days of each fiscal year end, current audited financial statements, on a consolidated basis, of the Corporation, or if not separately prepared, then of the City, including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statements of cash flow, (iv) operating fund budget analysis, and (iv) appropriate Series 2021 Notes and attachments to the financial statements.

**Section 4.11** <u>Notice of Contingent Liabilities</u> Within five (5) days after the Corporation knows or has reason to know of the occurrence thereof, the Corporation shall give the Lender written notice of any actual or potential contingent liability in excess of \$50,000.00.

Section 4.12 <u>Inspection Rights</u> At any reasonable time and from time to time, the Corporation will permit representatives of the Lender to examine, copy, and make extracts from its books and records, to visit and inspect its properties, and to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants.

Section 4.13 <u>Keeping Books and Records</u> The Corporation will maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

### ARTICLE V

### **REPRESENTATIONS AND WARRANTIES**

**Section 5.1** <u>Representations and Warranties of Lender</u> The Lender represents and warrants to the Corporation the following:

(a) The Lender has all necessary power and authority to enter into and perform this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree or order or any agreement or other instrument by which the Lender is bound.

**Section 5.2** <u>Representations by the Corporation</u> The Corporation represents, warrants and covenants to the Lender as follows:

(a) The Corporation is a nonprofit industrial development corporation, within the meaning of Chapter 504 (formerly Section 4A) of the Act, has all of the rights, powers, privileges, authority and functions given by the general laws of the State to nonprofit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, except as otherwise provided in Section 501.054(a) of the Act (formerly Section 23(a) of the Act), and is authorized by the Act to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder.

(b) The Corporation is duly organized, validly existing, and in good standing under the laws of the State. The Corporation has all requisite power, authority and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All corporate action on the part of the Corporation which is required for the execution, delivery, performance and observance by the Corporation of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) The Corporation has duly approved the borrowing of funds from the Lender and has received the approval of the City therefor; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents.

(d) This Agreement and the Series 2021 Note are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officers of the Corporation, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Series 2021 Note or the collection of any Pledged Revenues to pay the Series 2021 Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Loan Documents, or (iii) in any way contesting the levy of the Economic Development Sales and Use Tax or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution and delivery of this Agreement and the Series 2021 Note, the Corporation has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Series 2021 Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Series 2021 Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Indenture.

(k) The Corporation's books and records properly reflect the financial condition of the Corporation and, to the best of the Corporation's knowledge, there has been no material adverse change in the business, condition (financial or otherwise), operations, prospects or properties of the Corporation since the effective date of the Corporation's most recent financial statements.

### ARTICLE VI

### **REMEDIES SECTION**

**Section 6.1** <u>Remedies Available</u> So long as any Event of Default has occurred and is continuing, the Lender may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Lender shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender in the proceedings authorized under subsection (a) of this Section.

(c) Notwithstanding any other provision of this Agreement, the acceleration of the Series 2021 Note Payments is not available as a remedy under this Agreement.

**Section 6.2** <u>Application of Money Collected</u> Any money collected as a result of the taking of remedial action pursuant to this Article VI, including money collected as a result of foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

Section 6.3 <u>Restoration of Rights</u> If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred.

**Section 6.4** <u>Non-Exclusive Remedies</u> No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

**Section 6.5** <u>Delays</u> No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

**Section 6.6** <u>Limitation on Waivers</u> If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

### **ARTICLE VII**

### **DISCHARGE BY PAYMENT**

When the Series 2021 Note has been paid in full or when the Corporation has made payment to the Lender of the whole amount due or to become due under the Series 2021 Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Corporation and the payment by the Corporation of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof.

### **ARTICLE VIII**

### MISCELLANEOUS

**Section 8.1** <u>Term of Agreement</u> This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Series 2021 Note have been fully paid.

**Section 8.2** <u>Notices</u> (a) All notices, certificates, or other communications required by or made pursuant to this Series 2021 Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows:

(i) if to the Lender:

Government Capital Corporation 345 Miron Drive Southlake, TX 76092

(ii) if to the Corporation:

Wylie Economic Development Corporation 250 South Highway 78 Wylie, Texas 75098 Attention: Demond Dawkins, Board President

(b) The Corporation and the Lender may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

Section 8.3 <u>Binding Effect, Assignment</u> (a) This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of the Lender. The Lender may assign, transfer or grant participations in all or any portion of this Agreement, the Series 2021 Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this Agreement; provided that any such assignment, transfer or grant shall be made only to a financial institution whose primary business is the lending of money.

**Section 8.4** <u>Expenses, Fees, Etc</u> The Corporation hereby agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, negotiation, execution, and delivery of the Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel for the Lender and other professionals.

Section 8.5 <u>Severability</u> If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 8.6 <u>Counterparts</u> This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 8.7 <u>Applicable Law</u> This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State and, if applicable, federal law.

Section 8.8 <u>Jurisdiction</u> All actions or proceedings with respect to, and the performance of, the Series 2021 Note and this Agreement shall be, or shall be instituted in the courts of the State of Texas, in Collin County, Texas, and by execution and delivery of this Agreement, the Corporation and the Lender irrevocably and unconditionally submit to the jurisdiction of such courts and unconditionally waive (i) any objection each may now or

hereafter have to the laying of venue in any such courts, and (ii) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

Section 8.9 <u>Notice of Final Agreement</u> THIS WRITTEN AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

### **GOVERNMENT CAPITAL CORPORATION**

By:	
Name:	
Title:	
# WYLIE ECONOMIC **DEVELOPMENT CORPORATION**

By: \_\_\_\_\_ Demond Dawkins, President

ATTEST:

By: \_\_\_\_\_ Gino Mulliqi, Secretary

#### **EXHIBIT A**

#### THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER AND IS NOT A REGISTERED OBLIGATION

\$8,108,000.00

October 5, 2021

#### WYLIE ECONOMIC DEVELOPMENT CORPORATION SERIES 2021 NOTE

WYLIE ECONOMIC DEVELOPMENT CORPORATION (the "*Corporation*") for value received, hereby promises to pay to the order of GOVERNMENT CAPITAL CORPORATION, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092 the principal sum of EIGHT MILLION ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$8,108,000.00).

All capitalized terms which are used but not defined in this Series 2021 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the "*Loan Agreement*").

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon monthly beginning on November 5, 2021 and continuing monthly thereafter until maturity in such amounts as reflected on <u>Schedule I</u> attached hereto.

Interest shall accrue at a per annum rate of 3.48%.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 360 day year and the actual number of days elapsed.

Principal of and interest on this Series 2021 Note shall be payable from and secured by a pledge of the Corporation's Economic Development Sales and Use Tax.

This Series 2021 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours. The principal of and interest on this Series 2021 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2021 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF WYLIE, TEXAS (THE "*CITY*"), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2021 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2021 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2021 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2021 NOTE PAYMENTS. The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2021 Note pursuant to <u>Section 2.6</u> of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2021 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2021 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

**IN WITNESS WHEREOF**, this Series 2021 Note has been duly executed effective as of the date first written above.

## WYLIE ECONOMIC DEVELOPMENT CORPORATION

ATTEST:

<u>Schedule I – Payment Schedule</u>
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PMT	PMT DATE	TOTAL	INTEREST	PRINCIPAL	EARLY REDEMPTION VALUE
NO.	MO. DAY YR	PAYMENT	PAID	PAID	after pmt on this line
1	11/5/2021	\$46,939.85	\$23,513.20	\$23,426.65	N/A
2	12/5/2021	\$46,939.85	\$23,445.26	\$23,494.59	N/A
3	1/5/2022	\$46,939.85	\$23,377.13	\$23,562.72	N/A
4	2/5/2022	\$46,939.85	\$23,308.80	\$23,631.05	N/A
5	3/5/2022	\$46,939.85	\$23,240.27	\$23,699.58	N/A
6	4/5/2022	\$46,939.85	\$23,171.54	\$23,768.31	N/A
7	5/5/2022	\$46,939.85	\$23,102.61	\$23,837.24	N/A
8	6/5/2022	\$46,939.85	\$23,033.48	\$23,906.37	N/A
9	7/5/2022	\$46,939.85	\$22,964.15	\$23,975.70	N/A
10	8/5/2022	\$46,939.85	\$22,894.62	\$24,045.23	N/A
11	9/5/2022	\$46,939.85	\$22,824.89	\$24,114.96	N/A
12	10/5/2022	\$46,939.85	\$22,754.96	\$24,184.89	N/A
13	11/5/2022	\$46,939.85	\$22,684.82	\$24,255.03	N/A
14	12/5/2022	\$46,939.85	\$22,614.48	\$24,325.37	N/A
15	1/5/2023	\$46,939.85	\$22,543.94	\$24,395.91	N/A
16	2/5/2023	\$46,939.85	\$22,473.19	\$24,466.66	N/A
17	3/5/2023	\$46,939.85	\$22,402.24	\$24,537.61	N/A
18	4/5/2023	\$46,939.85	\$22,331.08	\$24,608.77	N/A
19	5/5/2023	\$46,939.85	\$22,259.71	\$24,680.14	N/A
20	6/5/2023	\$46,939.85	\$22,188.14	\$24,751.71	N/A
21	7/5/2023	\$46,939.85	\$22,116.36	\$24,823.49	N/A
22	8/5/2023	\$46,939.85	\$22,044.37	\$24,895.48	N/A
23	9/5/2023	\$46,939.85	\$21,972.18	\$24,967.67	N/A
24	10/5/2023	\$46,939.85	\$21,899.77	\$25,040.08	N/A
25	11/5/2023	\$46,939.85	\$21,827.15	\$25,112.70	N/A
26	12/5/2023	\$46,939.85	\$21,754.33	\$25,185.52	N/A
27	1/5/2024	\$46,939.85	\$21,681.29	\$25,258.56	N/A
28	2/5/2024	\$46,939.85	\$21,608.04	\$25,331.81	N/A
29	3/5/2024	\$46,939.85	\$21,534.58	\$25,405.27	N/A
30	4/5/2024	\$46,939.85	\$21,460.90	\$25,478.95	N/A
31	5/5/2024	\$46,939.85	\$21,387.01	\$25,552.84	N/A
32	6/5/2024	\$46,939.85	\$21,312.91	\$25,626.94	N/A
33	7/5/2024	\$46,939.85	\$21,238.59	\$25,701.26	N/A
34	8/5/2024	\$46,939.85	\$21,164.06	\$25,775.79	N/A
35	9/5/2024	\$46,939.85	\$21,089.31	\$25,850.54	N/A
36	10/5/2024	\$46,939.85	\$21,014.34	\$25,925.51	N/A
37	11/5/2024	\$46,939.85	\$20,939.16	\$26,000.69	N/A

38	12/5/2024	\$46,939.85	\$20,863.76	\$26,076.09	N/A
39	1/5/2025	\$46,939.85	\$20,788.13	\$26,151.72	N/A
40	2/5/2025	\$46,939.85	\$20,712.29	\$26,227.56	N/A
41	3/5/2025	\$46,939.85	\$20,636.23	\$26,303.62	N/A
42	4/5/2025	\$46,939.85	\$20,559.95	\$26,379.90	N/A
43	5/5/2025	\$46,939.85	\$20,483.45	\$26,456.40	N/A
44	6/5/2025	\$46,939.85	\$20,406.73	\$26,533.12	N/A
45	7/5/2025	\$46,939.85	\$20,329.78	\$26,610.07	N/A
46	8/5/2025	\$46,939.85	\$20,252.61	\$26,687.24	N/A
47	9/5/2025	\$46,939.85	\$20,175.22	\$26,764.63	N/A
48	10/5/2025	\$46,939.85	\$20,097.60	\$26,842.25	N/A
49	11/5/2025	\$46,939.85	\$20,019.76	\$26,920.09	N/A
50	12/5/2025	\$46,939.85	\$19,941.69	\$26,998.16	N/A
51	1/5/2026	\$46,939.85	\$19,863.40	\$27,076.45	N/A
52	2/5/2026	\$46,939.85	\$19,784.88	\$27,154.97	N/A
53	3/5/2026	\$46,939.85	\$19,706.13	\$27,233.72	N/A
54	4/5/2026	\$46,939.85	\$19,627.15	\$27,312.70	N/A
55	5/5/2026	\$46,939.85	\$19,547.94	\$27,391.91	N/A
56	6/5/2026	\$46,939.85	\$19,468.51	\$27,471.34	N/A
57	7/5/2026	\$46,939.85	\$19,388.84	\$27,551.01	N/A
58	8/5/2026	\$46,939.85	\$19,308.94	\$27,630.91	N/A
59	9/5/2026	\$46,939.85	\$19,228.81	\$27,711.04	N/A
60	10/5/2026	\$46,939.85	\$19,148.45	\$27,791.40	N/A
61	11/5/2026	\$46,939.85	\$19,067.85	\$27,872.00	\$6,547,250.11
62	12/5/2026	\$46,939.85	\$18,987.03	\$27,952.82	\$6,519,297.29
63	1/5/2027	\$46,939.85	\$18,905.96	\$28,033.89	\$6,491,263.40
64	2/5/2027	\$46,939.85	\$18,824.66	\$28,115.19	\$6,463,148.21
65	3/5/2027	\$46,939.85	\$18,743.13	\$28,196.72	\$6,434,951.49
66	4/5/2027	\$46,939.85	\$18,661.36	\$28,278.49	\$6,406,673.00
67	5/5/2027	\$46,939.85	\$18,579.35	\$28,360.50	\$6,378,312.50
68	6/5/2027	\$46,939.85	\$18,497.11	\$28,442.74	\$6,349,869.76
69	7/5/2027	\$46,939.85	\$18,414.62	\$28,525.23	\$6,321,344.53
70	8/5/2027	\$46,939.85	\$18,331.90	\$28,607.95	\$6,292,736.58
71	9/5/2027	\$46,939.85	\$18,248.94	\$28,690.91	\$6,264,045.67
72	10/5/2027	\$46,939.85	\$18,165.73	\$28,774.12	\$6,235,271.55
73	11/5/2027	\$46,939.85	\$18,082.29	\$28,857.56	\$6,206,413.99
74	12/5/2027	\$46,939.85	\$17,998.60	\$28,941.25	\$6,177,472.74
75	1/5/2028	\$46,939.85	\$17,914.67	\$29,025.18	\$6,148,447.56
76	2/5/2028	\$46,939.85	\$17,830.50	\$29,109.35	\$6,119,338.21
77	3/5/2028	\$46,939.85	\$17,746.08	\$29,193.77	\$6,090,144.44
78	4/5/2028	\$46,939.85	\$17,661.42	\$29,278.43	\$6,060,866.01
79	5/5/2028	\$46,939.85	\$17,576.51	\$29,363.34	\$6,031,502.67
80	6/5/2028	\$46,939.85	\$17,491.36	\$29,448.49	\$6,002,054.18

81	7/5/2028	\$46,939.85	\$17,405.96	\$29,533.89	\$5,972,520.29
82	8/5/2028	\$46,939.85	\$17,320.31	\$29,619.54	\$5,942,900.75
83	9/5/2028	\$46,939.85	\$17,234.41	\$29,705.44	\$5,913,195.31
84	10/5/2028	\$46,939.85	\$17,148.27	\$29,791.58	\$5,883,403.73
85	11/5/2028	\$46,939.85	\$17,061.87	\$29,877.98	\$5,853,525.75
86	12/5/2028	\$46,939.85	\$16,975.22	\$29,964.63	\$5,823,561.12
87	1/5/2029	\$46,939.85	\$16,888.33	\$30,051.52	\$5,793,509.60
88	2/5/2029	\$46,939.85	\$16,801.18	\$30,138.67	\$5,763,370.93
89	3/5/2029	\$46,939.85	\$16,713.78	\$30,226.07	\$5,733,144.86
90	4/5/2029	\$46,939.85	\$16,626.12	\$30,313.73	\$5,702,831.13
91	5/5/2029	\$46,939.85	\$16,538.21	\$30,401.64	\$5,672,429.49
92	6/5/2029	\$46,939.85	\$16,450.05	\$30,489.80	\$5,641,939.69
93	7/5/2029	\$46,939.85	\$16,361.63	\$30,578.22	\$5,611,361.47
94	8/5/2029	\$46,939.85	\$16,272.95	\$30,666.90	\$5,580,694.57
95	9/5/2029	\$46,939.85	\$16,184.01	\$30,755.84	\$5,549,938.73
96	10/5/2029	\$46,939.85	\$16,094.82	\$30,845.03	\$5,519,093.70
97	11/5/2029	\$46,939.85	\$16,005.37	\$30,934.48	\$5,488,159.22
98	12/5/2029	\$46,939.85	\$15,915.66	\$31,024.19	\$5,457,135.03
99	1/5/2030	\$46,939.85	\$15,825.69	\$31,114.16	\$5,426,020.87
100	2/5/2030	\$46,939.85	\$15,735.46	\$31,204.39	\$5,394,816.48
101	3/5/2030	\$46,939.85	\$15,644.97	\$31,294.88	\$5,363,521.60
102	4/5/2030	\$46,939.85	\$15,554.21	\$31,385.64	\$5,332,135.96
103	5/5/2030	\$46,939.85	\$15,463.19	\$31,476.66	\$5,300,659.30
104	6/5/2030	\$46,939.85	\$15,371.91	\$31,567.94	\$5,269,091.36
105	7/5/2030	\$46,939.85	\$15,280.36	\$31,659.49	\$5,237,431.87
106	8/5/2030	\$46,939.85	\$15,188.55	\$31,751.30	\$5,205,680.57
107	9/5/2030	\$46,939.85	\$15,096.47	\$31,843.38	\$5,173,837.19
108	10/5/2030	\$46,939.85	\$15,004.13	\$31,935.72	\$5,141,901.47
109	11/5/2030	\$46,939.85	\$14,911.51	\$32,028.34	\$5,109,873.13
110	12/5/2030	\$46,939.85	\$14,818.63	\$32,121.22	\$5,077,751.91
111	1/5/2031	\$46,939.85	\$14,725.48	\$32,214.37	\$5,045,537.54
112	2/5/2031	\$46,939.85	\$14,632.06	\$32,307.79	\$5,013,229.75
113	3/5/2031	\$46,939.85	\$14,538.37	\$32,401.48	\$4,980,828.27
114	4/5/2031	\$46,939.85	\$14,444.40	\$32,495.45	\$4,948,332.82
115	5/5/2031	\$46,939.85	\$14,350.17	\$32,589.68	\$4,915,743.14
116	6/5/2031	\$46,939.85	\$14,255.66	\$32,684.19	\$4,883,058.95
117	7/5/2031	\$46,939.85	\$14,160.87	\$32,778.98	\$4,850,279.97
118	8/5/2031	\$46,939.85	\$14,065.81	\$32,874.04	\$4,817,405.93
119	9/5/2031	\$46,939.85	\$13,970.48	\$32,969.37	\$4,784,436.56
120	10/5/2031	\$46,939.85	\$13,874.87	\$33,064.98	\$4,751,371.58
121	11/5/2031	\$46,939.85	\$13,778.98	\$33,160.87	\$4,718,210.71
122	12/5/2031	\$46,939.85	\$13,682.81	\$33,257.04	\$4,684,953.67
123	1/5/2032	\$46,939.85	\$13,586.37	\$33,353.48	\$4,651,600.19

124	2/5/2032	\$46,939.85	\$13,489.64	\$33,450.21	\$4,618,149.98
125	3/5/2032	\$46,939.85	\$13,392.63	\$33,547.22	\$4,584,602.76
126	4/5/2032	\$46,939.85	\$13,295.35	\$33,644.50	\$4,550,958.26
127	5/5/2032	\$46,939.85	\$13,197.78	\$33,742.07	\$4,517,216.19
128	6/5/2032	\$46,939.85	\$13,099.93	\$33,839.92	\$4,483,376.27
129	7/5/2032	\$46,939.85	\$13,001.79	\$33,938.06	\$4,449,438.21
130	8/5/2032	\$46,939.85	\$12,903.37	\$34,036.48	\$4,415,401.73
131	9/5/2032	\$46,939.85	\$12,804.67	\$34,135.18	\$4,381,266.55
132	10/5/2032	\$46,939.85	\$12,705.67	\$34,234.18	\$4,347,032.37
133	11/5/2032	\$46,939.85	\$12,606.39	\$34,333.46	\$4,312,698.91
134	12/5/2032	\$46,939.85	\$12,506.83	\$34,433.02	\$4,278,265.89
135	1/5/2033	\$46,939.85	\$12,406.97	\$34,532.88	\$4,243,733.01
136	2/5/2033	\$46,939.85	\$12,306.83	\$34,633.02	\$4,209,099.99
137	3/5/2033	\$46,939.85	\$12,206.39	\$34,733.46	\$4,174,366.53
138	4/5/2033	\$46,939.85	\$12,105.66	\$34,834.19	\$4,139,532.34
139	5/5/2033	\$46,939.85	\$12,004.64	\$34,935.21	\$4,104,597.13
140	6/5/2033	\$46,939.85	\$11,903.33	\$35,036.52	\$4,069,560.61
141	7/5/2033	\$46,939.85	\$11,801.73	\$35,138.12	\$4,034,422.49
142	8/5/2033	\$46,939.85	\$11,699.83	\$35,240.02	\$3,999,182.47
143	9/5/2033	\$46,939.85	\$11,597.63	\$35,342.22	\$3,963,840.25
144	10/5/2033	\$46,939.85	\$11,495.14	\$35,444.71	\$3,928,395.54
145	11/5/2033	\$46,939.85	\$11,392.35	\$35,547.50	\$3,892,848.04
146	12/5/2033	\$46,939.85	\$11,289.26	\$35,650.59	\$3,857,197.45
147	1/5/2034	\$46,939.85	\$11,185.87	\$35,753.98	\$3,821,443.47
148	2/5/2034	\$46,939.85	\$11,082.19	\$35,857.66	\$3,785,585.81
149	3/5/2034	\$46,939.85	\$10,978.20	\$35,961.65	\$3,749,624.16
150	4/5/2034	\$46,939.85	\$10,873.91	\$36,065.94	\$3,713,558.22
151	5/5/2034	\$46,939.85	\$10,769.32	\$36,170.53	\$3,677,387.69
152	6/5/2034	\$46,939.85	\$10,664.42	\$36,275.43	\$3,641,112.26
153	7/5/2034	\$46,939.85	\$10,559.23	\$36,380.62	\$3,604,731.64
154	8/5/2034	\$46,939.85	\$10,453.72	\$36,486.13	\$3,568,245.51
155	9/5/2034	\$46,939.85	\$10,347.91	\$36,591.94	\$3,531,653.57
156	10/5/2034	\$46,939.85	\$10,241.80	\$36,698.05	\$3,494,955.52
157	11/5/2034	\$46,939.85	\$10,135.37	\$36,804.48	\$3,458,151.04
158	12/5/2034	\$46,939.85	\$10,028.64	\$36,911.21	\$3,421,239.83
159	1/5/2035	\$46,939.85	\$9,921.60	\$37,018.25	\$3,384,221.58
160	2/5/2035	\$46,939.85	\$9,814.24	\$37,125.61	\$3,347,095.97
161	3/5/2035	\$46,939.85	\$9,706.58	\$37,233.27	\$3,309,862.70
162	4/5/2035	\$46,939.85	\$9,598.60	\$37,341.25	\$3,272,521.45
163	5/5/2035	\$46,939.85	\$9,490.31	\$37,449.54	\$3,235,071.91
164	6/5/2035	\$46,939.85	\$9,381.71	\$37,558.14	\$3,197,513.77
165	7/5/2035	\$46,939.85	\$9,272.79	\$37,667.06	\$3,159,846.71
166	8/5/2035	\$46,939.85	\$9,163.56	\$37,776.29	\$3,122,070.42

167	9/5/2035	\$46,939.85	\$9,054.00	\$37,885.85	\$3,084,184.57
168	10/5/2035	\$46,939.85	\$8,944.14	\$37,995.71	\$3,046,188.86
169	11/5/2035	\$46,939.85	\$8,833.95	\$38,105.90	\$3,008,082.96
170	12/5/2035	\$46,939.85	\$8,723.44	\$38,216.41	\$2,969,866.55
171	1/5/2036	\$46,939.85	\$8,612.61	\$38,327.24	\$2,931,539.31
172	2/5/2036	\$46,939.85	\$8,501.46	\$38,438.39	\$2,893,100.92
173	3/5/2036	\$46,939.85	\$8,389.99	\$38,549.86	\$2,854,551.06
174	4/5/2036	\$46,939.85	\$8,278.20	\$38,661.65	\$2,815,889.41
175	5/5/2036	\$46,939.85	\$8,166.08	\$38,773.77	\$2,777,115.64
176	6/5/2036	\$46,939.85	\$8,053.64	\$38,886.21	\$2,738,229.43
177	7/5/2036	\$46,939.85	\$7,940.87	\$38,998.98	\$2,699,230.45
178	8/5/2036	\$46,939.85	\$7,827.77	\$39,112.08	\$2,660,118.37
179	9/5/2036	\$46,939.85	\$7,714.34	\$39,225.51	\$2,620,892.86
180	10/5/2036	\$46,939.85	\$7,600.59	\$39,339.26	\$2,581,553.60
181	11/5/2036	\$46,939.85	\$7,486.51	\$39,453.34	\$2,542,100.26
182	12/5/2036	\$46,939.85	\$7,372.09	\$39,567.76	\$2,502,532.50
183	1/5/2037	\$46,939.85	\$7,257.34	\$39,682.51	\$2,462,849.99
184	2/5/2037	\$46,939.85	\$7,142.26	\$39,797.59	\$2,423,052.40
185	3/5/2037	\$46,939.85	\$7,026.85	\$39,913.00	\$2,383,139.40
186	4/5/2037	\$46,939.85	\$6,911.10	\$40,028.75	\$2,343,110.65
187	5/5/2037	\$46,939.85	\$6,795.02	\$40,144.83	\$2,302,965.82
188	6/5/2037	\$46,939.85	\$6,678.60	\$40,261.25	\$2,262,704.57
189	7/5/2037	\$46,939.85	\$6,561.84	\$40,378.01	\$2,222,326.56
190	8/5/2037	\$46,939.85	\$6,444.75	\$40,495.10	\$2,181,831.46
191	9/5/2037	\$46,939.85	\$6,327.31	\$40,612.54	\$2,141,218.92
192	10/5/2037	\$46,939.85	\$6,209.53	\$40,730.32	\$2,100,488.60
193	11/5/2037	\$46,939.85	\$6,091.42	\$40,848.43	\$2,059,640.17
194	12/5/2037	\$46,939.85	\$5,972.96	\$40,966.89	\$2,018,673.28
195	1/5/2038	\$46,939.85	\$5,854.15	\$41,085.70	\$1,977,587.58
196	2/5/2038	\$46,939.85	\$5,735.00	\$41,204.85	\$1,936,382.73
197	3/5/2038	\$46,939.85	\$5,615.51	\$41,324.34	\$1,895,058.39
198	4/5/2038	\$46,939.85	\$5,495.67	\$41,444.18	\$1,853,614.21
199	5/5/2038	\$46,939.85	\$5,375.48	\$41,564.37	\$1,812,049.84
200	6/5/2038	\$46,939.85	\$5,254.94	\$41,684.91	\$1,770,364.93
201	7/5/2038	\$46,939.85	\$5,134.06	\$41,805.79	\$1,728,559.14
202	8/5/2038	\$46,939.85	\$5,012.82	\$41,927.03	\$1,686,632.11
203	9/5/2038	\$46,939.85	\$4,891.23	\$42,048.62	\$1,644,583.49
204	10/5/2038	\$46,939.85	\$4,769.29	\$42,170.56	\$1,602,412.93
205	11/5/2038	\$46,939.85	\$4,647.00	\$42,292.85	\$1,560,120.08
206	12/5/2038	\$46,939.85	\$4,524.35	\$42,415.50	\$1,517,704.58
207	1/5/2039	\$46,939.85	\$4,401.34	\$42,538.51	\$1,475,166.07
208	2/5/2039	\$46,939.85	\$4,277.98	\$42,661.87	\$1,432,504.20
209	3/5/2039	\$46,939.85	\$4,154.26	\$42,785.59	\$1,389,718.61

210	4/5/2039	\$46,939.85	\$4,030.18	\$42,909.67	\$1,346,808.94
211	5/5/2039	\$46,939.85	\$3,905.75	\$43,034.10	\$1,303,774.84
212	6/5/2039	\$46,939.85	\$3,780.95	\$43,158.90	\$1,260,615.94
213	7/5/2039	\$46,939.85	\$3,655.79	\$43,284.06	\$1,217,331.88
214	8/5/2039	\$46,939.85	\$3,530.26	\$43,409.59	\$1,173,922.29
215	9/5/2039	\$46,939.85	\$3,404.37	\$43,535.48	\$1,130,386.81
216	10/5/2039	\$46,939.85	\$3,278.12	\$43,661.73	\$1,086,725.08
217	11/5/2039	\$46,939.85	\$3,151.50	\$43,788.35	\$1,042,936.73
218	12/5/2039	\$46,939.85	\$3,024.52	\$43,915.33	\$999,021.40
219	1/5/2040	\$46,939.85	\$2,897.16	\$44,042.69	\$954,978.71
220	2/5/2040	\$46,939.85	\$2,769.44	\$44,170.41	\$910,808.30
221	3/5/2040	\$46,939.85	\$2,641.34	\$44,298.51	\$866,509.79
222	4/5/2040	\$46,939.85	\$2,512.88	\$44,426.97	\$822,082.82
223	5/5/2040	\$46,939.85	\$2,384.04	\$44,555.81	\$777,527.01
224	6/5/2040	\$46,939.85	\$2,254.83	\$44,685.02	\$732,841.99
225	7/5/2040	\$46,939.85	\$2,125.24	\$44,814.61	\$688,027.38
226	8/5/2040	\$46,939.85	\$1,995.28	\$44,944.57	\$643,082.81
227	9/5/2040	\$46,939.85	\$1,864.94	\$45,074.91	\$598,007.90
228	10/5/2040	\$46,939.85	\$1,734.22	\$45,205.63	\$552,802.27
229	11/5/2040	\$46,939.85	\$1,603.13	\$45,336.72	\$507,465.55
230	12/5/2040	\$46,939.85	\$1,471.65	\$45,468.20	\$461,997.35
231	1/5/2041	\$46,939.85	\$1,339.79	\$45,600.06	\$416,397.29
232	2/5/2041	\$46,939.85	\$1,207.55	\$45,732.30	\$370,664.99
233	3/5/2041	\$46,939.85	\$1,074.93	\$45,864.92	\$324,800.07
234	4/5/2041	\$46,939.85	\$941.92	\$45,997.93	\$278,802.14
235	5/5/2041	\$46,939.85	\$808.53	\$46,131.32	\$232,670.82
236	6/5/2041	\$46,939.85	\$674.75	\$46,265.10	\$186,405.72
237	7/5/2041	\$46,939.85	\$540.58	\$46,399.27	\$140,006.45
238	8/5/2041	\$46,939.85	\$406.02	\$46,533.83	\$93,472.62
239	9/5/2041	\$46,939.85	\$271.07	\$46,668.78	\$46,803.84
240	10/5/2041	\$46,939.85	\$136.01	\$46,803.84	\$0.00
	Grand Totals	\$11,265,564.00	\$3,157,564.00	\$8,108,000.00	

#### THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER AND IS NOT A REGISTERED OBLIGATION

\$8,108,000.00

October 5, 2021

#### WYLIE ECONOMIC DEVELOPMENT CORPORATION SERIES 2021 NOTE

WYLIE ECONOMIC DEVELOPMENT CORPORATION (the "<u>Corporation</u>") for value received, hereby promises to pay to the order of GOVERNMENT CAPITAL CORPORATION, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092 the principal sum of EIGHT MILLION ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$8,108,000.00).

All capitalized terms which are used but not defined in this Series 2021 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the "*Loan Agreement*").

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon monthly beginning on November 5, 2021 and continuing monthly thereafter until maturity in such amounts as reflected on <u>Schedule I</u> attached hereto.

Interest shall accrue at a per annum rate of 3.48%.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 360 day year and the actual number of days elapsed.

Principal of and interest on this Series 2021 Note shall be payable from and secured by a pledge of the Corporation's Economic Development Sales and Use Tax.

This Series 2021 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Series 2021 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised

Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2021 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF WYLIE, TEXAS (THE "*CITY*"), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2021 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2021 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2021 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2021 NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2021 Note pursuant to <u>Section 2.6</u> of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2021 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to

close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2021 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Series 2021 Note has been duly executed effective as of the date first written above.

## WYLIE ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_\_ Demond Dawkins, President

ATTEST:

By: Gino Mulliqi, Secretary

# <u>Schedule I – Payment Schedule</u>

PMT	PMT DATE	TOTAL	INTEREST	PRINCIPAL	EARLY REDEMPTION VALUE
NO.	MO. DAY YR	PAYMENT	PAID	PAID	after pmt on this line
1	11/5/2021	\$46,939.85	\$23,513.20	\$23,426.65	N/A
2	12/5/2021	\$46,939.85	\$23,445.26	\$23,494.59	N/A
3	1/5/2022	\$46,939.85	\$23,377.13	\$23,562.72	N/A
4	2/5/2022	\$46,939.85	\$23,308.80	\$23,631.05	N/A
5	3/5/2022	\$46,939.85	\$23,240.27	\$23,699.58	N/A
6	4/5/2022	\$46,939.85	\$23,171.54	\$23,768.31	N/A
7	5/5/2022	\$46,939.85	\$23,102.61	\$23,837.24	N/A
8	6/5/2022	\$46,939.85	\$23,033.48	\$23,906.37	N/A
9	7/5/2022	\$46,939.85	\$22,964.15	\$23,975.70	N/A
10	8/5/2022	\$46,939.85	\$22,894.62	\$24,045.23	N/A
11	9/5/2022	\$46,939.85	\$22,824.89	\$24,114.96	N/A
12	10/5/2022	\$46,939.85	\$22,754.96	\$24,184.89	N/A
13	11/5/2022	\$46,939.85	\$22,684.82	\$24,255.03	N/A
14	12/5/2022	\$46,939.85	\$22,614.48	\$24,325.37	N/A
15	1/5/2023	\$46,939.85	\$22,543.94	\$24,395.91	N/A
16	2/5/2023	\$46,939.85	\$22,473.19	\$24,466.66	N/A
17	3/5/2023	\$46,939.85	\$22,402.24	\$24,537.61	N/A
18	4/5/2023	\$46,939.85	\$22,331.08	\$24,608.77	N/A
19	5/5/2023	\$46,939.85	\$22,259.71	\$24,680.14	N/A
20	6/5/2023	\$46,939.85	\$22,188.14	\$24,751.71	N/A
21	7/5/2023	\$46,939.85	\$22,116.36	\$24,823.49	N/A
22	8/5/2023	\$46,939.85	\$22,044.37	\$24,895.48	N/A
23	9/5/2023	\$46,939.85	\$21,972.18	\$24,967.67	N/A
24	10/5/2023	\$46,939.85	\$21,899.77	\$25,040.08	N/A
25	11/5/2023	\$46,939.85	\$21,827.15	\$25,112.70	N/A
26	12/5/2023	\$46,939.85	\$21,754.33	\$25,185.52	N/A
27	1/5/2024	\$46,939.85	\$21,681.29	\$25,258.56	N/A
28	2/5/2024	\$46,939.85	\$21,608.04	\$25,331.81	N/A
29	3/5/2024	\$46,939.85	\$21,534.58	\$25,405.27	N/A
30	4/5/2024	\$46,939.85	\$21,460.90	\$25,478.95	N/A
31	5/5/2024	\$46,939.85	\$21,387.01	\$25,552.84	N/A
32	6/5/2024	\$46,939.85	\$21,312.91	\$25,626.94	N/A
33	7/5/2024	\$46,939.85	\$21,238.59	\$25,701.26	N/A
34	8/5/2024	\$46,939.85	\$21,256.59	\$25,775.79	N/A
35	9/5/2024	\$46,939.85	\$21,104.00	\$25,850.54	N/A N/A
36	10/5/2024	\$46,939.85	\$21,089.31	\$25,925.51	N/A N/A
30 37	11/5/2024	\$46,939.85	\$21,014.34 \$20,939.16	\$25,925.51 \$26,000.69	N/A N/A

38	12/5/2024	\$46,939.85	\$20,863.76	\$26,076.09	N/A
39	1/5/2025	\$46,939.85	\$20,788.13	\$26,151.72	N/A
40	2/5/2025	\$46,939.85	\$20,712.29	\$26,227.56	N/A
41	3/5/2025	\$46,939.85	\$20,636.23	\$26,303.62	N/A
42	4/5/2025	\$46,939.85	\$20,559.95	\$26,379.90	N/A
43	5/5/2025	\$46,939.85	\$20,483.45	\$26,456.40	N/A
44	6/5/2025	\$46,939.85	\$20,406.73	\$26,533.12	N/A
45	7/5/2025	\$46,939.85	\$20,329.78	\$26,610.07	N/A
46	8/5/2025	\$46,939.85	\$20,252.61	\$26,687.24	N/A
47	9/5/2025	\$46,939.85	\$20,175.22	\$26,764.63	N/A
48	10/5/2025	\$46,939.85	\$20,097.60	\$26,842.25	N/A
49	11/5/2025	\$46,939.85	\$20,019.76	\$26,920.09	N/A
50	12/5/2025	\$46,939.85	\$19,941.69	\$26,998.16	N/A
51	1/5/2026	\$46,939.85	\$19,863.40	\$27,076.45	N/A
52	2/5/2026	\$46,939.85	\$19,784.88	\$27,154.97	N/A
53	3/5/2026	\$46,939.85	\$19,706.13	\$27,233.72	N/A
54	4/5/2026	\$46,939.85	\$19,627.15	\$27,312.70	N/A
55	5/5/2026	\$46,939.85	\$19,547.94	\$27,391.91	N/A
56	6/5/2026	\$46,939.85	\$19,468.51	\$27,471.34	N/A
57	7/5/2026	\$46,939.85	\$19,388.84	\$27,551.01	N/A
58	8/5/2026	\$46,939.85	\$19,308.94	\$27,630.91	N/A
59	9/5/2026	\$46,939.85	\$19,228.81	\$27,711.04	N/A
60	10/5/2026	\$46,939.85	\$19,148.45	\$27,791.40	N/A
61	11/5/2026	\$46,939.85	\$19,067.85	\$27,872.00	\$6,547,250.11
62	12/5/2026	\$46,939.85	\$18,987.03	\$27,952.82	\$6,519,297.29
63	1/5/2027	\$46,939.85	\$18,905.96	\$28,033.89	\$6,491,263.40
64	2/5/2027	\$46,939.85	\$18,824.66	\$28,115.19	\$6,463,148.21
65	3/5/2027	\$46,939.85	\$18,743.13	\$28,196.72	\$6,434,951.49
66	4/5/2027	\$46,939.85	\$18,661.36	\$28,278.49	\$6,406,673.00
67	5/5/2027	\$46,939.85	\$18,579.35	\$28,360.50	\$6,378,312.50
68	6/5/2027	\$46,939.85	\$18,497.11	\$28,442.74	\$6,349,869.76
69	7/5/2027	\$46,939.85	\$18,414.62	\$28,525.23	\$6,321,344.53
70	8/5/2027	\$46,939.85	\$18,331.90	\$28,607.95	\$6,292,736.58
71	9/5/2027	\$46,939.85	\$18,248.94	\$28,690.91	\$6,264,045.67
72	10/5/2027	\$46,939.85	\$18,165.73	\$28,774.12	\$6,235,271.55
73	11/5/2027	\$46,939.85	\$18,082.29	\$28,857.56	\$6,206,413.99
74	12/5/2027	\$46,939.85	\$17,998.60	\$28,941.25	\$6,177,472.74
75	1/5/2028	\$46,939.85	\$17,914.67	\$29,025.18	\$6,148,447.56
76	2/5/2028	\$46,939.85	\$17,830.50	\$29,109.35	\$6,119,338.21
77	3/5/2028	\$46,939.85	\$17,746.08	\$29,193.77	\$6,090,144.44
78	4/5/2028	\$46,939.85	\$17,661.42	\$29,278.43	\$6,060,866.01
79	5/5/2028	\$46,939.85	\$17,576.51	\$29,363.34	\$6,031,502.67
80	6/5/2028	\$46,939.85	\$17,491.36	\$29,448.49	\$6,002,054.18

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81	7/5/2028	\$46,939.85	\$17,405.96	\$29,533.89	\$5,972,520.29
82	8/5/2028	\$46,939.85	\$17,320.31	\$29,619.54	\$5,942,900.75
83	9/5/2028	\$46,939.85	\$17,234.41	\$29,705.44	\$5,913,195.31
84	10/5/2028	\$46,939.85	\$17,148.27	\$29,791.58	\$5,883,403.73
85	11/5/2028	\$46,939.85	\$17,061.87	\$29,877.98	\$5,853,525.75
86	12/5/2028	\$46,939.85	\$16,975.22	\$29,964.63	\$5,823,561.12
87	1/5/2029	\$46,939.85	\$16,888.33	\$30,051.52	\$5,793,509.60
88	2/5/2029	\$46,939.85	\$16,801.18	\$30,138.67	\$5,763,370.93
89	3/5/2029	\$46,939.85	\$16,713.78	\$30,226.07	\$5,733,144.86
90	4/5/2029	\$46,939.85	\$16,626.12	\$30,313.73	\$5,702,831.13
91	5/5/2029	\$46,939.85	\$16,538.21	\$30,401.64	\$5,672,429.49
92	6/5/2029	\$46,939.85	\$16,450.05	\$30,489.80	\$5,641,939.69
93	7/5/2029	\$46,939.85	\$16,361.63	\$30,578.22	\$5,611,361.47
94	8/5/2029	\$46,939.85	\$16,272.95	\$30,666.90	\$5,580,694.57
95	9/5/2029	\$46,939.85	\$16,184.01	\$30,755.84	\$5,549,938.73
96	10/5/2029	\$46,939.85	\$16,094.82	\$30,845.03	\$5,519,093.70
97	11/5/2029	\$46,939.85	\$16,005.37	\$30,934.48	\$5,488,159.22
98	12/5/2029	\$46,939.85	\$15,915.66	\$31,024.19	\$5,457,135.03
99	1/5/2030	\$46,939.85	\$15,825.69	\$31,114.16	\$5,426,020.87
100	2/5/2030	\$46,939.85	\$15,735.46	\$31,204.39	\$5,394,816.48
101	3/5/2030	\$46,939.85	\$15,644.97	\$31,294.88	\$5,363,521.60
102	4/5/2030	\$46,939.85	\$15,554.21	\$31,385.64	\$5,332,135.96
103	5/5/2030	\$46,939.85	\$15,463.19	\$31,476.66	\$5,300,659.30
104	6/5/2030	\$46,939.85	\$15,371.91	\$31,567.94	\$5,269,091.36
105	7/5/2030	\$46,939.85	\$15,280.36	\$31,659.49	\$5,237,431.87
106	8/5/2030	\$46,939.85	\$15,188.55	\$31,751.30	\$5,205,680.57
107	9/5/2030	\$46,939.85	\$15,096.47	\$31,843.38	\$5,173,837.19
108	10/5/2030	\$46,939.85	\$15,004.13	\$31,935.72	\$5,141,901.47
109	11/5/2030	\$46,939.85	\$14,911.51	\$32,028.34	\$5,109,873.13
110	12/5/2030	\$46,939.85	\$14,818.63	\$32,121.22	\$5,077,751.91
111	1/5/2031	\$46,939.85	\$14,725.48	\$32,214.37	\$5,045,537.54
112	2/5/2031	\$46,939.85	\$14,632.06	\$32,307.79	\$5,013,229.75
113	3/5/2031	\$46,939.85	\$14,538.37	\$32,401.48	\$4,980,828.27
114	4/5/2031	\$46,939.85	\$14,444.40	\$32,495.45	\$4,948,332.82
115	5/5/2031	\$46,939.85	\$14,350.17	\$32,589.68	\$4,915,743.14
116	6/5/2031	\$46,939.85	\$14,255.66	\$32,684.19	\$4,883,058.95
117	7/5/2031	\$46,939.85	\$14,160.87	\$32,778.98	\$4,850,279.97
118	8/5/2031	\$46,939.85	\$14,065.81	\$32,874.04	\$4,817,405.93
119	9/5/2031	\$46,939.85	\$13,970.48	\$32,969.37	\$4,784,436.56
120	10/5/2031	\$46,939.85	\$13,874.87	\$33,064.98	\$4,751,371.58
121	11/5/2031	\$46,939.85	\$13,778.98	\$33,160.87	\$4,718,210.71
122	12/5/2031	\$46,939.85	\$13,682.81	\$33,257.04	\$4,684,953.67
123	1/5/2032	\$46,939.85	\$13,586.37	\$33,353.48	\$4,651,600.19

124	2/5/2032	\$46,939.85	\$13,489.64	\$33,450.21	\$4,618,149.98
125	3/5/2032	\$46,939.85	\$13,392.63	\$33,547.22	\$4,584,602.76
126	4/5/2032	\$46,939.85	\$13,295.35	\$33,644.50	\$4,550,958.26
127	5/5/2032	\$46,939.85	\$13,197.78	\$33,742.07	\$4,517,216.19
128	6/5/2032	\$46,939.85	\$13,099.93	\$33,839.92	\$4,483,376.27
129	7/5/2032	\$46,939.85	\$13,001.79	\$33,938.06	\$4,449,438.21
130	8/5/2032	\$46,939.85	\$12,903.37	\$34,036.48	\$4,415,401.73
131	9/5/2032	\$46,939.85	\$12,804.67	\$34,135.18	\$4,381,266.55
132	10/5/2032	\$46,939.85	\$12,705.67	\$34,234.18	\$4,347,032.37
133	11/5/2032	\$46,939.85	\$12,606.39	\$34,333.46	\$4,312,698.91
134	12/5/2032	\$46,939.85	\$12,506.83	\$34,433.02	\$4,278,265.89
135	1/5/2033	\$46,939.85	\$12,406.97	\$34,532.88	\$4,243,733.01
136	2/5/2033	\$46,939.85	\$12,306.83	\$34,633.02	\$4,209,099.99
137	3/5/2033	\$46,939.85	\$12,206.39	\$34,733.46	\$4,174,366.53
138	4/5/2033	\$46,939.85	\$12,105.66	\$34,834.19	\$4,139,532.34
139	5/5/2033	\$46,939.85	\$12,004.64	\$34,935.21	\$4,104,597.13
140	6/5/2033	\$46,939.85	\$11,903.33	\$35,036.52	\$4,069,560.61
141	7/5/2033	\$46,939.85	\$11,801.73	\$35,138.12	\$4,034,422.49
142	8/5/2033	\$46,939.85	\$11,699.83	\$35,240.02	\$3,999,182.47
143	9/5/2033	\$46,939.85	\$11,597.63	\$35,342.22	\$3,963,840.25
144	10/5/2033	\$46,939.85	\$11,495.14	\$35,444.71	\$3,928,395.54
145	11/5/2033	\$46,939.85	\$11,392.35	\$35,547.50	\$3,892,848.04
146	12/5/2033	\$46,939.85	\$11,289.26	\$35,650.59	\$3,857,197.45
147	1/5/2034	\$46,939.85	\$11,185.87	\$35,753.98	\$3,821,443.47
148	2/5/2034	\$46,939.85	\$11,082.19	\$35,857.66	\$3,785,585.81
149	3/5/2034	\$46,939.85	\$10,978.20	\$35,961.65	\$3,749,624.16
150	4/5/2034	\$46,939.85	\$10,873.91	\$36,065.94	\$3,713,558.22
151	5/5/2034	\$46,939.85	\$10,769.32	\$36,170.53	\$3,677,387.69
152	6/5/2034	\$46,939.85	\$10,664.42	\$36,275.43	\$3,641,112.26
153	7/5/2034	\$46,939.85	\$10,559.23	\$36,380.62	\$3,604,731.64
154	8/5/2034	\$46,939.85	\$10,453.72	\$36,486.13	\$3,568,245.51
155	9/5/2034	\$46,939.85	\$10,347.91	\$36,591.94	\$3,531,653.57
156	10/5/2034	\$46,939.85	\$10,241.80	\$36,698.05	\$3,494,955.52
157	11/5/2034	\$46,939.85	\$10,135.37	\$36,804.48	\$3,458,151.04
158	12/5/2034	\$46,939.85	\$10,028.64	\$36,911.21	\$3,421,239.83
159	1/5/2035	\$46,939.85	\$9,921.60	\$37,018.25	\$3,384,221.58
160	2/5/2035	\$46,939.85	\$9,814.24	\$37,125.61	\$3,347,095.97
161	3/5/2035	\$46,939.85	\$9,706.58	\$37,233.27	\$3,309,862.70
162	4/5/2035	\$46,939.85	\$9,598.60	\$37,341.25	\$3,272,521.45
163	5/5/2035	\$46,939.85	\$9,490.31	\$37,449.54	\$3,235,071.91
164	6/5/2035	\$46,939.85	\$9,381.71	\$37,558.14	\$3,197,513.77
165	7/5/2035	\$46,939.85	\$9,272.79	\$37,667.06	\$3,159,846.71
166	8/5/2035	\$46,939.85	\$9,163.56	\$37,776.29	\$3,122,070.42

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167	9/5/2035	\$46,939.85	\$9,054.00	\$37,885.85	\$3,084,184.57
168	10/5/2035	\$46,939.85	\$8,944.14	\$37,995.71	\$3,046,188.86
169	11/5/2035	\$46,939.85	\$8,833.95	\$38,105.90	\$3,008,082.96
170	12/5/2035	\$46,939.85	\$8,723.44	\$38,216.41	\$2,969,866.55
171	1/5/2036	\$46,939.85	\$8,612.61	\$38,327.24	\$2,931,539.31
172	2/5/2036	\$46,939.85	\$8,501.46	\$38,438.39	\$2,893,100.92
173	3/5/2036	\$46,939.85	\$8,389.99	\$38,549.86	\$2,854,551.06
174	4/5/2036	\$46,939.85	\$8,278.20	\$38,661.65	\$2,815,889.41
175	5/5/2036	\$46,939.85	\$8,166.08	\$38,773.77	\$2,777,115.64
176	6/5/2036	\$46,939.85	\$8,053.64	\$38,886.21	\$2,738,229.43
177	7/5/2036	\$46,939.85	\$7,940.87	\$38,998.98	\$2,699,230.45
178	8/5/2036	\$46,939.85	\$7,827.77	\$39,112.08	\$2,660,118.37
179	9/5/2036	\$46,939.85	\$7,714.34	\$39,225.51	\$2,620,892.86
180	10/5/2036	\$46,939.85	\$7,600.59	\$39,339.26	\$2,581,553.60
181	11/5/2036	\$46,939.85	\$7,486.51	\$39,453.34	\$2,542,100.26
182	12/5/2036	\$46,939.85	\$7,372.09	\$39,567.76	\$2,502,532.50
183	1/5/2037	\$46,939.85	\$7,257.34	\$39,682.51	\$2,462,849.99
184	2/5/2037	\$46,939.85	\$7,142.26	\$39,797.59	\$2,423,052.40
185	3/5/2037	\$46,939.85	\$7,026.85	\$39,913.00	\$2,383,139.40
186	4/5/2037	\$46,939.85	\$6,911.10	\$40,028.75	\$2,343,110.65
187	5/5/2037	\$46,939.85	\$6,795.02	\$40,144.83	\$2,302,965.82
188	6/5/2037	\$46,939.85	\$6,678.60	\$40,261.25	\$2,262,704.57
189	7/5/2037	\$46,939.85	\$6,561.84	\$40,378.01	\$2,222,326.56
190	8/5/2037	\$46,939.85	\$6,444.75	\$40,495.10	\$2,181,831.46
191	9/5/2037	\$46,939.85	\$6,327.31	\$40,612.54	\$2,141,218.92
192	10/5/2037	\$46,939.85	\$6,209.53	\$40,730.32	\$2,100,488.60
193	11/5/2037	\$46,939.85	\$6,091.42	\$40,848.43	\$2,059,640.17
194	12/5/2037	\$46,939.85	\$5,972.96	\$40,966.89	\$2,018,673.28
195	1/5/2038	\$46,939.85	\$5,854.15	\$41,085.70	\$1,977,587.58
196	2/5/2038	\$46,939.85	\$5,735.00	\$41,204.85	\$1,936,382.73
197	3/5/2038	\$46,939.85	\$5,615.51	\$41,324.34	\$1,895,058.39
198	4/5/2038	\$46,939.85	\$5,495.67	\$41,444.18	\$1,853,614.21
199	5/5/2038	\$46,939.85	\$5,375.48	\$41,564.37	\$1,812,049.84
200	6/5/2038	\$46,939.85	\$5,254.94	\$41,684.91	\$1,770,364.93
201	7/5/2038	\$46,939.85	\$5,134.06	\$41,805.79	\$1,728,559.14
202	8/5/2038	\$46,939.85	\$5,012.82	\$41,927.03	\$1,686,632.11
203	9/5/2038	\$46,939.85	\$4,891.23	\$42,048.62	\$1,644,583.49
204	10/5/2038	\$46,939.85	\$4,769.29	\$42,170.56	\$1,602,412.93
205	11/5/2038	\$46,939.85	\$4,647.00	\$42,292.85	\$1,560,120.08
206	12/5/2038	\$46,939.85	\$4,524.35	\$42,415.50	\$1,517,704.58
207	1/5/2039	\$46,939.85	\$4,401.34	\$42,538.51	\$1,475,166.07
208	2/5/2039	\$46,939.85	\$4,277.98	\$42,661.87	\$1,432,504.20
209	3/5/2039	\$46,939.85	\$4,154.26	\$42,785.59	\$1,389,718.61

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210	4/5/2039	\$46,939.85	\$4,030.18	\$42,909.67	\$1,346,808.94
211	5/5/2039	\$46,939.85	\$3,905.75	\$43,034.10	\$1,303,774.84
212	6/5/2039	\$46,939.85	\$3,780.95	\$43,158.90	\$1,260,615.94
213	7/5/2039	\$46,939.85	\$3,655.79	\$43,284.06	\$1,217,331.88
214	8/5/2039	\$46,939.85	\$3,530.26	\$43,409.59	\$1,173,922.29
215	9/5/2039	\$46,939.85	\$3,404.37	\$43,535.48	\$1,130,386.81
216	10/5/2039	\$46,939.85	\$3,278.12	\$43,661.73	\$1,086,725.08
217	11/5/2039	\$46,939.85	\$3,151.50	\$43,788.35	\$1,042,936.73
218	12/5/2039	\$46,939.85	\$3,024.52	\$43,915.33	\$999,021.40
219	1/5/2040	\$46,939.85	\$2,897.16	\$44,042.69	\$954,978.71
220	2/5/2040	\$46,939.85	\$2,769.44	\$44,170.41	\$910,808.30
221	3/5/2040	\$46,939.85	\$2,641.34	\$44,298.51	\$866,509.79
222	4/5/2040	\$46,939.85	\$2,512.88	\$44,426.97	\$822,082.82
223	5/5/2040	\$46,939.85	\$2,384.04	\$44,555.81	\$777,527.01
224	6/5/2040	\$46,939.85	\$2,254.83	\$44,685.02	\$732,841.99
225	7/5/2040	\$46,939.85	\$2,125.24	\$44,814.61	\$688,027.38
226	8/5/2040	\$46,939.85	\$1,995.28	\$44,944.57	\$643,082.81
227	9/5/2040	\$46,939.85	\$1,864.94	\$45,074.91	\$598,007.90
228	10/5/2040	\$46,939.85	\$1,734.22	\$45,205.63	\$552,802.27
229	11/5/2040	\$46,939.85	\$1,603.13	\$45,336.72	\$507,465.55
230	12/5/2040	\$46,939.85	\$1,471.65	\$45,468.20	\$461,997.35
231	1/5/2041	\$46,939.85	\$1,339.79	\$45,600.06	\$416,397.29
232	2/5/2041	\$46,939.85	\$1,207.55	\$45,732.30	\$370,664.99
233	3/5/2041	\$46,939.85	\$1,074.93	\$45,864.92	\$324,800.07
234	4/5/2041	\$46,939.85	\$941.92	\$45,997.93	\$278,802.14
235	5/5/2041	\$46,939.85	\$808.53	\$46,131.32	\$232,670.82
236	6/5/2041	\$46,939.85	\$674.75	\$46,265.10	\$186,405.72
237	7/5/2041	\$46,939.85	\$540.58	\$46,399.27	\$140,006.45
238	8/5/2041	\$46,939.85	\$406.02	\$46,533.83	\$93,472.62
239	9/5/2041	\$46,939.85	\$271.07	\$46,668.78	\$46,803.84
240	10/5/2041	\$46,939.85	\$136.01	\$46,803.84	\$0.00
	Grand Totals	\$11,265,564.00	\$3,157,564.00	\$8,108,000.00	

#### SALES TAX REMITTANCE AGREEMENT SERIES 2021 NOTE

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this "<u>Agreement</u>") is made to be effective as of October 5, 2021, by and between the **CITY OF WYLIE, TEXAS**, a duly incorporated and existing home rule city operating and existing under the laws of the State of Texas (the "<u>City</u>") and the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the "<u>Corporation</u>").

#### **RECITALS**

WHEREAS, the Corporation on behalf of the City is to refinance prior outstanding debt (the "Prior Obligations") and finance the costs to purchase and make infrastructure improvements to certain real property in the City located at 802 W. Kirby Street, Wylie, Texas 75098 (the "Property"); and

WHEREAS, such financing contemplates the issuance of the Corporation's promissory note in a principal amount of \$8,108,000.00 (the "*Series 2021 Note*"), and the proceeds are to be used by the Corporation to purchase the Property, refund the prior obligations and pay the costs of issuance of the Series 2021 Note.

#### A G R E E M E N T

1. <u>Financing</u>: For and in consideration of the City's covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to enter into a Loan Agreement dated of even date herewith (as same may be amended, restated, supplemented and/or otherwise modified, the "*Loan Agreement*"), with Government Capital Corporation (the "*Lender*"), and to execute the Series 2021 Note, and the Corporation hereby agrees and covenants that all proceeds of the loan evidenced by the Note shall be used solely to pay the costs of purchasing the Property, refinancing the Prior Obligations and to pay all costs related thereto.

2. <u>Receipt and Transfer of Proceeds of Sales Tax</u>. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the "<u>Sales Tax</u>" received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Corporation to be deposited immediately upon receipt by the City to the credit of the Corporation.

3. <u>Modifications</u>. This Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and approved in writing by the Lender.

4. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

5. <u>Counterparts</u>. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7. <u>Applicable Law</u>. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

8. <u>**Captions**</u>. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9. <u>Capitalized Terms</u>. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

# WYLIE ECONOMIC DEVELOPMENT CORPORATION

Demond Dawkins, President

ATTEST:

Gino Mulliqi, Secretary

# CITY OF WYLIE, TEXAS

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

### **CERTIFICATE FOR RESOLUTION**

On October 5, 2021, we, the undersigned officers of Wylie Economic Development Corporation (the "<u>Corporation</u>"), hereby certify as follows:

1. The Board of Directors of the Corporation convened in Regular Meeting on September 15, 2021 at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, to wit:

Demond Dawkins	President
Melisa Whitehead	Vice President
Gino Mulliqi	Secretary
Tim Gilchrist	Treasurer
Blake Brininstool	Member
Matthew Porter	Mayor, Ex-Officio Member
Chris Holsted	City Manager, Ex-Officio Member

and all of said persons were present, except the following absentees: \_\_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

#### **RESOLUTION NO. 2021-02(R)**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE ECONOMIC DEVELOPMENT CORPORATION REGARDING A LOAN IN THE PRINCIPAL AMOUNT OF \$8,108,000.**

was duly introduced for the consideration of said Board of Directors and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Board of Directors shown present above voted "*Aye*" except as shown below.

NOES:

ABSTAIN:

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and

acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the President of the Board of Directors of the Corporation has approved and hereby approves the aforesaid Resolution; that the President and the Secretary of said Corporation have duly signed said Resolution; and that the President and the Corporation Secretary of said Corporation hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

Signed on the date first written above.

Gino Mulliqi Secretary, Board of Directors

Demond Dawkins President, Board of Directors

#### **RESOLUTION NO. 2021-02(R)**

#### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION REGARDING A LOAN IN THE PRINCIPAL AMOUNT OF \$8,108,000.00.**

WHEREAS, The WYLIE ECONOMIC DEVELOPMENT CORPORATION ("*Borrower*") proposes to enter into a Loan Agreement dated as of October 5, 2021 (as amended, restated, supplemented and/or otherwise modified, the "*Loan Agreement*"), with Government Capital Corporation, as lender ("*Lender*") to enable the Corporation to (1) finance the purchase of certain real property (the "Property") in the City of Wylie, Texas (the "City") for economic develop purposes, and (2) pay costs of issuing the loan, and as security for the payment of the principal of and interest thereon, the Borrower has agreed to pledge its Economic Development Sales and Use Tax. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement.

WHEREAS, the proposed form of the Loan Agreement, the Series 2021 Note (as defined in the Loan Agreement) and the Sales Tax Remittance Agreement (as defined in the Loan Agreement) have been presented to this meeting.

#### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

<u>Section 1</u>. The Board of Directors agrees to enter into the Loan Agreement, Series 2021 Note and the Sales Tax Remittance Agreement to finance the cost of the Property in the amount of \$8,108,000.00 at an interest rate agreed upon by the Lender and the Borrower on the date of execution of the execution of the Series 2021 Note, the Loan Agreement and the Sales Tax Remittance Agreement and, in order to secure the principal and interest on the Series 2021 Note, to pledge its Economic Development Sales and Use Tax.

Section 2. That any one or more of the Authorized Officers of the Borrower listed in Section 3 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of Borrower to the Lender the Loan Agreement, including all attachments and exhibits thereto, the Series 2021 Note and the Sales Tax Remittance Agreement. The Loan Agreement, Series 2021 Note and Sales Tax Remittance Agreement shall be in substantially the form presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Borrower any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Loan Agreement, Series 2021 Note and Sales Tax Remittance Agreement; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

<u>Section 3</u>. That for the purpose of this resolution, the following persons, or the persons holding the following positions, are "<u>Authorized Officers</u>" duly authorized to enter into the transaction contemplated by this resolution in the name and on behalf of Borrower:

<u>Name</u>	<u>Title</u>
Demond Dawkins	President
Melisa Whitehead	Vice-President
Tim Gilchrist	Treasurer
Gino Mulliqi	Secretary
Blake Brininstool	Board Member

<u>Section 4</u>. That there is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Borrower the Loan Agreement, including all attachments and exhibits thereto, the Series 2021 Note and the Sales Tax Remittance Agreement in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

<u>Section 5</u>. That this Resolution shall take effect immediately.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of October, 2021.

## WYLIE ECONOMIC DEVELOPMENT CORPORATION

By:

Demond Dawkins, President

ATTEST:

By:

Gino Mulliqi, Secretary

#### **CERTIFICATE OF CITY SECRETARY**

THE STATE OF TEXAS§COUNTY OF COLLIN§CITY OF WYLIE§

I, the undersigned, City Secretary of the City of Wylie, Texas DO HEREBY CERTIFY as follows:

1. On September 28, 2021, a regular meeting of the City Council of the City of Wylie, Texas, was held at a meeting place within the City; the duly constituted members of the Council being as follows:

Matthew Porter	Mayor
David R. Duke	Councilman
Dave Strang	Councilman
Jeff Forrester	Mayor pro tem
Scott Williams	Councilman
Timothy T. Wallis D.V.M.	Councilman
Garrett Mize	Councilman

and all of said persons were present at said meeting, except the following: \_\_\_\_\_\_ Among other business considered at said meeting, the attached resolution entitled:

#### **RESOLUTION NO. 21-XX(R)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS ("CITY"), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN IN THE AMOUNT OF \$8,108,000.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made and seconded, the resolution was duly passed and adopted by the Council to be effective immediately by the following vote:

AYES: All members of the City Council shown present above voted "*Aye*", except as noted below,

NOES:

ABSTAIN:

all as shown in the official Minutes of the City Council for the meeting held on the aforesaid date.

2. The attached resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the Council; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above-entitled resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Chapter 551, Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially on the date first written above.

Stephanie Storm, City Secretary

#### **RESOLUTION NO. 2021-XX(R)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS ("CITY"), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN IN THE AMOUNT OF \$8,108,000.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

WHEREAS, The Wylie Economic Development Corporation (the "<u>Corporation</u>") has been duly created and organized pursuant to the provisions of Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the "<u>Act</u>") by the City of Wylie, Texas (the "<u>City</u>"); and

**WHEREAS**, pursuant to the Act, the Corporation is empowered to borrow money for the purpose of financing the cost of any "*project*" defined as such by the Act; and

WHEREAS, the Board of Directors of the Corporation has found and determined that (a) purchasing real property located at 802 W. Kirby Street, Wylie, Texas 75098 (the "Property") to be used to promote economic development in the City is authorized under the Act and loan proceeds may be used for such financing pursuant to that certain Loan Agreement, dated as of October 5, 2021, (as amended, restated, supplemented and/or otherwise modified, the "*Loan Agreement*") in the original principal amount of \$8,108,000.00 (the "*Loan*") between the Corporation and Government Capital Corporation (the "*Lender*"); and

**WHEREAS**, the Corporation proposes to enter into a Sales Tax Remittance Agreement, dated as of October 5, 2021, (as amended, restated, supplemented and/or otherwise modified, the "<u>Sales Tax Remittance Agreement</u>") with the City; pursuant to, which among other things, the Corporation will pledge its sales tax revenues to the Lender to secure repayment of the Loan;

**WHEREAS**, the Act requires the City Council of the City approve the resolution of the Corporation providing for the execution and delivery of the Loan Agreement.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

Section 1. The Resolution approving the Loan Agreement and authorizing the issuance of the Series 2021 Note (as defined in the Loan Agreement) authorized by the Corporation (the "*Corporation Resolution*") on September 15, 2021, and submitted to the City Council this day, is hereby approved in all respects. The Series 2021 Note is being issued to finance the cost of the Property and to pay the Costs of Issuance (as defined in the Loan Agreement).

Section 2. The approvals herein given are in accordance with the Act, and the Series 2021 Note shall never be construed an indebtedness or pledge of the City, or the State of Texas (the "<u>State</u>"), within the meaning of any constitutional or statutory provision, and the owner of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

Section 3. The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Series 2021 Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 4. The Sales Tax Remittance Agreement attached hereto as <u>Exhibit A</u> is incorporated by reference as a part of this Resolution for all purposes, with respect to the obligations of the City and Corporation during the time the Series 2021 Note is outstanding, is hereby reapproved as to form and substance. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

**Section 5.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

Section 7. This Resolution shall be in force and effect from and after its passage on the date shown below.

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**PASSED AND ADOPTED**, this 5<sup>th</sup> day of October, 2021.

## CITY OF WYLIE, TEXAS

By: \_\_\_\_\_\_\_\_Matthew Porter, Mayor

**ATTEST:** 

By:

Stephanie Storm, City Secretary

# EXHIBIT A

Sales Tax Remittance Agreement

## GENERAL CERTIFICATE OF CORPORATION SERIES 2021 NOTE

We, the undersigned duly authorized officers of the Board of Directors of the WYLIE ECONOMIC DEVELOPMENT CORPORATION (the "*Corporation*") acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of October 5, 2021, (as amended, restated, supplemented and/or otherwise modified, the "*Loan Agreement*") by and between Corporation and Government Capital Corporation authorizing the Corporation's Series 2021 Note (as defined in the Loan Agreement), as follows:

1. That the Corporation is a nonprofit economic development corporation, validly created by the City of Wylie, Texas (the "<u>City</u>") under Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the "<u>Act</u>") and existing under the Act, and the laws and the Constitution of the State of Texas and is a governmental agency thereof. All capitalized terms used herein shall have the meanings set forth for such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. That as of the date of approval of the Loan Agreement by the Corporation, the following named persons constitute the members of the Board of Directors of Corporation:

NAME	TITLE
Demond Dawkins	President
Melisa Whitehead	Vice President
Gino Mulliqi	Secretary
Tim Gilchrist	Treasurer
Blake Brininstool	Member
Matthew Porter	Mayor, Ex-Officio Member
Chris Holsted	City Manager, Ex-Officio Member

3. The proceeds of the Series 2021 Note will be used to purchase real property located at 802 W Kirby Street, Wylie, Texas 75098 and to refinance prior outstanding debt of the Corporation (the "*Project*").

4. The Board of Directors of the Corporation duly adopted by a majority vote a resolution (the "<u>Resolution</u>") authorizing and approving the entering into the Loan Agreement, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; that said meeting was duly called and open to the public in accordance with the laws of the State of Texas. The Resolution was considered and approved by the City Council of the City by resolution on September 28, 2021.

4. The following described instruments (collectively, the "*Instruments*"), as executed and delivered or authorized by the Corporation, are in substantially the same form and

text as copies of such Instruments which were before and were approved or ratified by the Board of Directors of the Corporation, and which the officers of the Corporation were authorized to execute and deliver for and on behalf of the Corporation:

- (a) the Loan Agreement;
- (b) the Series 2021 Note in the principal amount of \$8,108,000.00; and
- (c) the Sales Tax Remittance Agreement.

5. To the best knowledge of the undersigned, on the date hereof, the Corporation is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Instruments.

6. The representations and warranties of the Corporation contained in the Instruments are correct on and as of the date hereof as though made on and as of such date.

7. No litigation is pending or, to the best of Corporation's knowledge, threatened in any court to restrain or enjoin the execution and delivery of the Loan Agreement or the Note, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Instruments, or contesting the powers of the Board of Directors of the Corporation. IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

## WYLIE ECONOMIC DEVELOPMENT CORPORATION

By:

Demond Dawkins, President

ATTEST:

By:

Gino Mulliqi, Secretary

#### GENERAL CERTIFICATE OF CITY SERIES 2021 NOTE

We, the undersigned duly authorized officers of the CITY OF WYLIE, TEXAS ("<u>*City*</u>") acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of October 5, 2021, (as same may be amended, restated, supplemented and/or otherwise modified, the "<u>Loan Agreement</u>") by and between the WYLIE ECONOMIC DEVELOPMENT CORPORATION ("<u>Corporation</u>") and GOVERNMENT CAPITAL CORPORATION ("<u>*Corporation*</u>") authorizing a loan in the principal amount of \$8,108,000.00, as follows:

1. All capitalized terms used herein shall have the meaning set forth for such term in the Loan Agreement unless the context clearly indicates otherwise.

2. The City is a duly incorporated home rule city, operating and existing under the Constitution and the laws of the State of Texas.

3. The City has duly authorized the creation of the Corporation under the Act.

4. Attached hereto as <u>Exhibit "A"</u> are true, correct, and full copies of the proceedings pertaining to the levy of the Economic Development Sales and Use Tax and the election at which the Economic Development Sales and Use Tax was approved by the voters of the City.

5. No Litigation is pending or, to the best of their knowledge, threatened against the City with respect to the issuance by the Corporation of the Note, the Loan Agreement or the Sales Tax Remittance Agreement, the creation of the Corporation or the title or authority of the governing body or director of the Corporation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

## **CITY OF WYLIE, TEXAS**

By: <u>Matthew Porter, Mayor</u>

**ATTEST:** 

By:

Stephanie Storm, City Secretary

# EXHIBIT A



# **AGENDA REPORT**

Meeting Date:	September 15, 2021	Item Number:	DS1
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	9/7/21	Exhibits:	_1

#### Subject

Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, WEDC Work Session and Board Tour, and WEDC Activities/Programs.

#### Recommendation

No action is requested by staff for this item.

#### Discussion

Staff will lead a discussion regarding WEDC Property Updates, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, WEDC Work Session and Board Tour, and WEDC Activities/Programs.

# WYLIE ECONOMIC DEVELOPMENT

2021 August			Board Meeting – 18 <sup>th</sup>
Day	Time	Meeting/Event	
10	6:00 pm	City Council	
<u>12-13</u>		IEDC Economic Development Strategic Planning- jg	
<u>13-27</u>	Virtual	TEDC Sales Tax Training- rh	
<u>15-17</u>		SEDC Annual Conference – Tampa, FL	
<u>18</u>	8:30 am	WEDC- Board Meeting	
<u>19</u>		WSNCT - Virtual Career Fair	
24	11:30 am	Wylie Chamber of Commerce- Monthly Luncheon	
<u>2</u> 4	6:00 pm	City Council	

2021 Septem	ber	Board Meeting – 15 <sup>th</sup>
Day	Time	Meeting/Event
2		Retail Live! South Central- Austin
3-17		<u> TEDC Sales Tax Training – Virtual- mw, gm, jg</u>
6	CLOSED	Labor Day
13	6-8:00 pm	Comprehensive Plan Advisory Committee- Community Open House Meeting #1
14	6:00 pm	City Council
15	8:30 am	WEDC- Board Meeting
<u>17-18</u>		Wylie Championship Rodeo
28	6:00 pm	City Council - MFG Day Proclamation
30	11:30 am	Wylie Chamber of Commerce- Monthly Luncheon w/ Candy Noble

2021 October - Industry Appreciation Month		Board Meeting – 20 <sup>th</sup>	
Day	Time	Meeting/Event	
1		Manufacturing Day	
2-6		IAMC Fall 2021 Professional Forum- Kansas City, MO - jg	
<u>3-6</u>		IEDC Annual Conference – Nashville	
8		Tentative: WEDC Board Tour/Work Session	
<u>12</u>	6:00 pm	City Council & CPAC Workshop	
<u>13-15</u>		TEDC Annual Conference- Ft. Worth - jg	
20	8:30 am	WEDC- Board Meeting	
26		MFG Luncheon/Workforce Webinar	
26	6:00 pm	City Council	
<u>26-29</u>		TEDC Fall Basic Economic Development Course- Ft. Worth	
28-29		CSEF Conference- San Diego	

#### Around the Corner...

- TDA Conference November 3-5, Denton
- CDFA Virtual National Summit November 1-5
- CPAC Meeting: Housing, Special Planning Areas, Land Use Categories- November 11
- ICSC- Here, We Go. 2021- December 5-7, Las Vegas Convention Center