

SALES TAX REMITTANCE AGREEMENT SERIES 2021 NOTE

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”) 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 “City”) 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 “Corporation”).

R E C I T A L S

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. **Financing**: 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. **Receipt and Transfer of Proceeds of Sales Tax**. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the “Sales Tax” 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. **Modifications**. 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. **Entire Agreement.** 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. **Counterparts.** 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. **Severability.** 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. **Applicable Law.** 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. **Captions.** 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. **Capitalized Terms.** 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