

STATE OF TEXAS §
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COUNTY OF WILLIAMSON §
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ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Agreement (“Agreement”) is made by and between the City of Georgetown, Texas (“City”) and Costco Wholesale Corporation, a Washington corporation (“Company”) (City and Company each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Company is an American multinational corporation which operates a chain of membership-only warehouse clubs; and

WHEREAS, Company owns or is under contract to purchase certain real property located at the North West corner of I-35 and Lakeway Drive in Georgetown, Texas, including, in part, approximately 20.042 acres further described in **Exhibit “A”** (the “Land”), which Land is generally depicted on **Exhibit “A-1”** attached hereto; and

WHEREAS, Company has applied to the City of Georgetown, Texas to rezone such real property as a planned unit development district to be known as the Costco Planned Unit Development District (the “PUD”) to be comprised of the Land and certain outlots (the “Outlots”) as generally depicted on **Exhibit “A-1”**; and

WHEREAS, Company intends to construct a Costco Wholesale wholesale and retail general merchandise facility on the Land (the “Project”) consisting of a commercial building containing approximately 150,000 square feet of space, a fuel facility and related improvements such as utility facilities, required parking and landscaping more fully described in the submittals filed by Company with the City, from time to time, in order to obtain a building permit(s) (collectively the “Improvements”); and

WHEREAS, Company intends to make a Capital Investment (hereinafter defined) of at least Twenty Million Dollars (\$20,000,000.00); and

WHEREAS, Company has advised City that a contributing factor that would induce Company to undertake the development and construction of the Improvements would be an agreement by City to provide economic development grants to Company to offset the costs for the development and construction of the Improvements as further described herein; and

WHEREAS, promoting the location of new business enterprises within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by City pursuant to and in accordance with those programs; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

WHEREAS, City has determined that making an economic development grant to Company in accordance with City's economic development program will (i) further the economic development objectives of City; (ii) benefit City and City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in City; and

WHEREAS, City Council does hereby approve this Agreement as a program for making economic development grants to Company for the purpose of stimulating and maintaining its commercial activity within City, and to promote the generation of sales tax, the enhancement of the property tax base, and to maintain and increase the economic vitality of City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Acquisition Deadline" shall mean March 1, 2020.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence, insolvency, employment of receiver for any part of a Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against a Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

"Capital Investment" shall mean the cost incurred and paid by Company for the acquisition of the Land, the design and construction of the Improvements, including any necessary off-site improvements, the costs of equipping the Improvements and for the Tangible Personal Property located at the Improvements.

"Certificate of Occupancy" shall mean a certificate of occupancy issued by City, or a temporary certificate of occupancy under which Company is permitted to open for business in the Improvements.

“City” shall mean the City of Georgetown, Texas.

“Commencement Date” shall mean the later of the date Completion of Construction has occurred and the date the Improvements are opened for the Required Use, fully stocked, for at least one day.

“Company” shall mean Costco Wholesale Corporation, a Washington corporation.

“Company Affiliate” shall mean (i) any entity that controls, is controlled by or is under common control with Company; (ii) a successor corporation related to Company by merger, consolidation, non-bankruptcy reorganization, or government action; (iii) a purchaser of substantially all of the assets of Company in the State of Texas; or (iv) a joint venture or partnership in which Company or another entity satisfying the criteria of a Company Affiliate set forth in (i) – (iii) of this definition is a general partner.

“Completion of Construction” shall mean that the Improvements have been substantially completed which shall be deemed to have occurred on the date the City has issued a Certificate of Occupancy for the occupancy of the Improvements by Company.

“Consummated” shall have the same meaning assigned by Texas Tax Code, Section 321.203, or its successor.

“Land” is defined in the above Recitals.

“Default Rate” shall mean interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City as its prime or base commercial lending rate.

“Effective Date” shall mean the last date of execution hereof by the Parties.

“Event of Default” shall have the meaning set forth in Section 5.2 below.

“Expiration Date” shall mean the earlier to occur of the tenth (10th) anniversary of the Commencement Date and the payment in full of the Maximum Sales Tax Grant Amount by City to Company.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, action or inaction by City or any other governmental entity (or de facto governmental entity) or utility company or their respective agents or employees (unless caused by the intentionally

wrongful acts or omissions of such Party), fires, earthquake, volcanic eruption, impact of meteor or extraterrestrial body, tidal or wave event such as a tsunami, meteorological event including but not limited to tornado, hurricane or other severe and adverse weather conditions, explosions, floods, labor disputes, a general inability to obtain labor or materials or reasonable substitutes for either, unusual delay in transportation strikes, slowdowns or work stoppages, plague or other epidemiological event, inability to obtain or delays in obtaining necessary governmental permits or approvals (not including delays resulting from the Party's failure to provide to or reply to requests for information or payments required for granting such permits or approvals), and delays caused by governmental restrictions, regulations or controls, including without limitation, any moratoriums enacted after the Effective Date (i.e. zoning, platting, building or similar moratoriums). An inability to obtain funds shall not be considered Force Majeure (unless directly caused by one of the events specifically described above).

"GEDCO" shall mean the Georgetown Economic Development Corporation.

"GEDCO Economic Development Agreement" shall mean that certain agreement by and between Company and GEDCO of approximate date herewith.

"GTEC" shall mean the Georgetown Transportation Enhancement Corporation.

"GTEC Economic Development Agreement" shall mean that certain economic development agreement by and between GTEC and Company of approximate date herewith.

"Impositions" shall mean all ad valorem taxes, general and special assessments, MUD or other special district assessments, use and occupancy taxes, and development application or permit fees, which are or may be assessed, levied, or imposed by the City or other local taxing authority having jurisdiction over the Project.

"Improvements" is defined in the above Recitals.

"Land" is defined in the Recitals and shall mean the real property described in **Exhibit "A"**, subject to Section 6.14 below.

"Maximum Sales Tax Grant Amount" shall mean the aggregate payment of Sales Tax Grants in the amount of Two Million Dollars (\$2,000,000.00).

"Payment Request" shall mean a written request from Company to City in the form attached hereto as **Exhibit "D"** for payment of a Sales Tax Grant.

"Permitted Closure" shall mean any period in which the Improvements are not opened for the Required Use (i) as a result of a fire, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose, as determined by Company in its reasonably exercised judgment, or (ii) as a result of an event of Force Majeure, or (iii) as a result of a condemnation or other exercise by a governmental authority of the

power of eminent domain, to the extent necessary as determined by Company in its reasonably exercised judgment for repair and restoration of the Improvements, or (iv) as a result of any repairs, renovations, alterations or modifications to the Improvements made by Company with the intention of recommencing operations in the Improvements.

“Related Agreement” shall mean each of the GEDCO Economic Development Agreement and the GTEC Economic Development Agreement but only so long as either such agreement remains in full force and effect and has not expired or been terminated (other than a termination due to a default by Company).

“Retailers” shall mean any owner, business, occupant, tenant and lessees, or other entities within the Improvements, which is required by the State of Texas to collect Sales and Use Tax on the sale of Taxable Items Consummated at the Improvements and that Company elects to include in any Payment Request.

“Required Use” shall mean the operation on the Land of Company’s wholesale and retail general merchandise facility or other retail business operation open to the public including the citizens of the City, subject to Company’s membership policies.

“Sales and Use Tax” shall mean the City's one percent (1%) sales and use tax imposed pursuant to Chapter 321 of the Texas Tax Code on the sale of Taxable Items by Company and Retailers Consummated at the Improvements during the applicable Sales Tax Reporting Period.

“Sales Tax Certificate” shall mean a report (or reports) provided by the State of Texas to City in accordance with Texas Tax Code, Section 321.3022, (or other applicable provision of the Texas Tax Code) which lists the amount of Sales and Use Tax paid (including any refunds, credits or adjustments) to the State of Texas for the sale of Taxable Items by Company and Retailers Consummated at the Improvements and received by City from the State of Texas from the sale of Taxable Items by Company and Retailers Consummated at the Improvements for the applicable Sales Tax Reporting Period, or if any such report is not available, a certificate or other statement from the State of Texas, including the foregoing information, which are to be used to determine eligibility of Company for the Sales Tax Grants.

“Sales Tax Grants” shall mean successive annual economic development grants to be provided by City to Company, each in an amount equal to Fifty percent (50%) of the Sales Tax Receipts for the applicable Sales Tax Reporting Period, to be paid to Company as set forth herein not to exceed the Maximum Sales Tax Grant Amount. The amount of each Sales Tax Grant shall be computed by multiplying the Sales Tax Receipts received by the City Consummated at the Improvements for a given Sales Tax Reporting Period by the percentage set forth above less any amount the State of Texas is entitled to retain pursuant to Tax Code Section 321.503 or any similar statute.

“Sales Tax Receipts” shall mean City’s receipts of Sales and Use Tax from the State of Texas from collection of Sales and Use Tax Consummated at the Improvements

(it being expressly understood that City's one percent (1%) sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of sale of Taxable Items by Company and Retailers Consummated at the Improvements for the applicable Sales Tax Reporting Period.

"Sales Tax Reporting Period" shall mean a calendar year during the term of this Agreement provided however (i) the first Sales Tax Reporting Period shall begin on the first day of the first calendar month immediately following the Commencement Date and end on December 31st of the same calendar year; and (ii) the last Sales Tax Reporting Period shall begin on January 1 of the calendar year containing the tenth (10th) anniversary of the Commencement Date and end on the tenth (10th) anniversary of the Commencement Date.

"State of Texas" shall mean the office of the Texas Comptroller, or its successor.

"Tangible Personal Property" shall have the same meaning assigned by Tax Code, Section 1.04, and shall mean all tangible personal property, equipment, fixtures, and machinery, inventory and supplies located in the Improvements.

"Taxable Items" shall mean both "taxable items" and "taxable services" as those terms are defined by Chapter 151, Texas Tax Code, as amended.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein. Notwithstanding anything to the contrary set forth in this Agreement, if Company has not closed on the acquisition of the Land by the Acquisition Deadline, this Agreement shall automatically terminate and be of no further force or effect as of such date and the Parties shall have no further rights or obligations hereunder.

Article III

Economic Development Grants

3.1 Sales Tax Grants.

(a) Payment of Sales Tax Grants. Subject to the continued satisfaction of all the terms and conditions of Article IV of this Agreement by Company, and the obligation, if applicable, of Company to repay the Sales Tax Grants as provided in this Agreement, City agrees to provide Company with annual Sales Tax Grants, not to exceed the Maximum Sales Tax Grant Amount. The Sales Tax Grants shall be paid within ninety (90) days after receipt of a Payment Request following the end of the applicable Sales Tax Reporting Period. Company shall submit the Payment Request no later than one hundred eighty (180) days after the end of each Sales Tax Reporting Period. Failure of Company to submit a Payment Request within one hundred eighty

(180) days after the end of a Sales Tax Reporting Period shall operate as a forfeiture of the Sales Tax Grant for such Sales Tax Reporting Period. In no case shall the aggregate payment of Sales Tax Grants exceed the Maximum Sales Tax Grant Amount.

(b) Amended Returns. Company shall notify City in each Payment Request of any direct payment and self-assessment returns, if any, including amended returns, if any filed by Company and any Retailers for any prior Sales Tax Reporting Period. In the event Company and/or Retailers file an amended sales and use tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and owing by Company and/or Retailers to the State of Texas, as determined or approved by the State of Texas, affecting Sales Tax Receipts for a previous Sales Tax Reporting Period, then the Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas approved amendment shall be adjusted accordingly (i.e., up or down, depending on the facts), provided City has received Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide City with a copy of any such amended sales and use tax report or return, and the approval thereof by the State of Texas with the Payment Request for the next Sales Tax Reporting Period.

(c) Refunds of Erroneously Received Sales Tax Receipts. In the event the State of Texas determines that City erroneously received Sales Tax Receipts, such that the amount of a Sales Tax Grant previously paid to Company exceeds (or is less than) the correct amount of the Sales Tax Grant for a previous Sales Tax Reporting Period, City shall notify Company in writing specifying the amount by which such previous Sales Tax Grant exceeded the amount to which Company was entitled pursuant to such State of Texas notification or determination and including a copy of such notification or determination by the State of Texas, and Company shall adjust (up or down, depending on the facts) the amount claimed in the Payment Request for the Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas notification or determination; provided, however if any such adjustment is necessary with respect to Sales Tax Receipts included as the basis for the final Sales Tax Grant payable to Company under this Agreement, Company shall refund the amount City was required to return to the State of Texas or for which has been re-allocated (including any adjustment by the State of Texas to future remittance of Sales Tax to the City) within sixty (60) days after receipt of written demand from City. If the term of this Agreement has terminated due to Company's receipt of the Maximum Sales Tax Grant Amount (and not due to the passage of time or other cause of termination) at the time City requests a refund of erroneously received Sales Tax Receipts, the term of this Agreement shall be reinstated and extended not to exceed the tenth (10th) anniversary of the Commencement Date, so as to allow Company an opportunity to obtain the full Maximum Sales Tax Grant Amount. Further, if City receives Sales Tax Receipts for a previous Sales Tax Reporting Period for which Company has received a Sales Tax Grant after the term of this Agreement has expired due to the passage of time but the Maximum Sales Tax Grant Amount has not been received by Company, City will pay Company an additional Sales Tax Grant in the amount of such additional Sales Tax Receipts (but not to exceed the Maximum Sales Tax Grant Amount) within sixty (60) days after receipt of such additional Sales Tax Receipts. The provisions of this Section shall survive termination of this Agreement.

(d) Sales Tax Grant Payment Termination; Suspension. In the event the State of Texas seeks to invalidate the Improvements as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the "Comptroller Challenge") the payment of Sales Tax Grants by City hereunder shall be suspended until such Comptroller Challenge is resolved. In such event, Company shall not be required to refund Sales Tax Grants previously received from City provided Company is actively defending against and/or contesting the Comptroller Challenge and Company promptly informs City in writing of such Company actions. The payment of Sales Tax Grants shall terminate on the effective date of a final determination by the State of Texas or other appropriate agency or court of competent jurisdiction that the Improvements is not a place of business resulting in Sales and Use Taxes being due the City from the sale of Taxable Items by Company and/or Retailers at the Improvements. In such event if any Sales and Use Tax Receipts previously paid or remitted to City relating to the Improvements for which Company received a Sales Tax Grant are required to be repaid to the State of Texas or for which has been re-allocated (including any adjustment by the State of Texas to future remittance of Sales Tax to the City) as a result of such Comptroller Challenge, Company shall repay such Sales Tax Grant(s) (or portion thereof) to City within sixty (60) days after the date of the final determination of the Comptroller Challenge that required repayment or for which has been re-allocated (including any adjustment by the State of Texas to future remittance of Sales Tax to the City) of such Sales and Use Tax Receipts.

(e) Indemnification. THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR PURPOSE OF THIS INDEMNITY, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, REASONABLE ATTORNEY FEES, COSTS, EXPENSES, RESULTING FROM COMPANY'S FAILURE TO REFUND THE AMOUNT OF ANY SALES TAX GRANTS THAT COMPANY IS REQUIRED TO REFUND TO CITY PURSUANT TO THIS SECTION 3.1 IT BEING THE INTENTION OF THE PARTIES THAT, SUBJECT TO AND UPON THE TERMS AND CONDITIONS OF THIS SECTION 3.1, COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF SALES TAX GRANTS PAID TO COMPANY HEREIN BY CITY THAT INCLUDES SALES TAX RECEIPTS ATTRIBUTED TO THE SALE OF TAXABLE ITEMS BY THE COMPANY AND OR RETAILERS CONSUMMATED AT THE IMPROVEMENTS FOR ANY SALES TAX REPORTING PERIOD DURING THE TERM OF THIS AGREEMENT THAT THE STATE OF TEXAS HAS DETERMINED WERE ERRONEOUSLY PAID, COLLECTED, DISTRIBUTED, OR ALLOCATED TO THE CITY THE PROVISIONS OF THIS SECTION 3.1 SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY.

(f) Waiver of Sales Tax Confidentiality. Company shall sign (and shall cause any affiliate, tenant, licensee, or other party generating Sales Tax Receipts at the Improvements which Company desires to be included for purposes of determining any such Sales Tax Grant to sign) and submit to City and maintain during the term of this Agreement), the Waiver of Sales Tax Confidentiality form attached as **Exhibit "B"**, or other similar form required by the State of

Texas as may be required from time to time during the term of this Agreement to permit the release to City of sales tax information Consummated at the Improvements.

3.4 Grant Limitations. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision and this Agreement shall in no way be construed as being secured by ad valorem taxes or financed by debt. Further, City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.5 Current Revenue. The Sales Tax Grants made hereunder shall be paid solely from lawfully available funds. Consequently, notwithstanding any other provision of this Agreement, City shall have no obligation or liability to pay any Sales Tax Grants except as allowed by law. City shall not be required to pay any Sales Tax Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction. Should any such legal impediment arise during the term of this Agreement, the Parties agree, to the extent feasible and permitted by applicable law, the Parties agree to work together in good faith to modify this Agreement or enter into a new agreement or otherwise provide Company with a remedy or reasonably equivalent value to otherwise accomplish the purpose of this Agreement.

3.6 Cooperation. City agrees to cooperate with Company to expeditiously and in good faith process permits, plat applications, and other approvals as required for the Land and Improvements. This section does not waive any requirements of City's ordinances as they apply to Company. All normal fees from City shall apply to Company, including, but not limited to, traffic impact analysis fees, water fees, and wastewater impact fees.

3.7 Construction of the Improvements.

(a) This Agreement shall terminate, and Company shall not be entitled to any Sales Tax Grants if Completion of Construction of the Improvements and the Commencement Date have not occurred on or before five (5) years after the Effective Date, as such date may be extended due to delays caused by events of Force Majeure.

(b) The Parties acknowledge and understand that the PUD may contain provisions that may or do (i) prohibit, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a commercial building otherwise approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of a building, or (ii) establishes a standard for a building product, material, or aesthetic method in the construction, renovation, maintenance, or other alteration of a commercial building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, such that such provision(s) may be void as a matter of law pursuant to Chapter 3000 of the Texas Government Code. Notwithstanding the foregoing Company agrees to comply with the PUD and construct the Improvements in

accordance with the elevations in the PUD. Further, during the term of this Agreement, Company agrees to use building materials consistent and harmonious with the PUD. The provisions of this Section shall be a covenant running with the Land until the Expiration Date and are fully binding on the Company and each and every subsequent owner of all or any portion of the Land during the term of this Agreement but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors and assigns of the Company which acquire any right, title, or interest in or to the Land, or any part thereof. The terms and conditions of this Section 3.7 shall automatically expire on the Expiration Date without the need for any further action, however, upon the written request of Company or any other party at any time subject to the terms and conditions of this Section 3.8, delivered to City after the Expiration Date, City agrees to execute an instrument in recordable form acknowledging the termination of the terms and conditions of this Section 3.7 and releasing the Land from this Agreement and the terms and provisions of this Section 3.8.

3.8 Confidentiality. City acknowledges that the information regarding Sales and Use Tax generated at the Improvements is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to Company and/or its tenants, subtenants and/or licensees, as applicable. To the maximum extent permitted by law, City and elected officials, officers and employees, and its agents or contractors retained to perform economic development services for City (the "City Parties") (i) shall maintain the confidentiality of all information filed by Company and its tenants, subtenants and/or licensees, as applicable, with the State of Texas and all other information received by the City Parties regarding the Sales and Use Tax generated at the Improvements; (ii) shall treat as confidential any other proprietary or financial information of Company and its tenants, subtenants and/or licensees and shall not release any of the foregoing information to the public, unless required by law or court order. City shall immediately notify Company of requests or court orders to release such information. City shall be permitted to disclose the foregoing information to such of the City Parties as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes of this Agreement, so long as the City makes such disclosure subject to compliance by such City Parties with the terms of this Section 3.8.

Article IV

Conditions to the Economic Development Grant

The obligation of City to provide the Sales Tax Grants shall be conditioned upon the continued compliance with and satisfaction of each of the conditions set forth in this Article.

4.1 Good Standing. No uncured Event of Default shall exist under this Agreement.

4.2 Commencement Date. The Commencement Date shall have occurred on or before the date that is five (5) years after the Effective Date, as such date may be extended due to delays caused by events of Force Majeure.

4.3 Payment Request. Company shall, as a condition precedent to the payment of the applicable Sales Tax Grant timely provide City with the applicable Payment Request as provided

in Section 3.1(a) above. If Company fails to timely provide City with a Payment Request as provided in Section 3.1(a) above, City shall have no obligation to pay the Sales Tax Grant for such Sales Tax Reporting Period.

4.4 Capital Investment. As a condition precedent to the payment of the first Sales Tax Grant, the Capital Investment shall be at least Twenty Million Dollars (\$20,000,000.00) as of the date of Completion of Construction. This condition shall be satisfied by delivery from Company to City of a certificate in the form attached hereto as Exhibit "C".

4.5 Required Use.

(a) Notwithstanding anything contained in this Agreement, Company shall have no obligation to occupy or operate the Improvements, and if Company fails or ceases to operate for business in the Improvements it shall not constitute a breach or default under this Agreement. However, as a condition precedent to the payment of the first Sales Tax Grant, Company must open for the Required Use in the Improvements as provided in Section 4.2 above and if at any time from and after the date that Company opens for the Required Use in the Improvements, Company ceases to occupy and operate the Improvements for the Required Use for a continuous period of one hundred eighty (180) days, except in connection with, and to the extent of, a Permitted Closure, then at any time after such 180 day period, City shall have the right, via written notice to Company: (i) to cease payment of all or any of the Sales Tax Grants to Company under this Agreement from the 181st day of such cessation of occupation or operation until Company re-opens for the Required Use in the Improvements, without any obligation for the City to pay any Sales Tax Grants which would or may have accrued during such period of ceased occupation or operation; and/or (ii) to terminate this Agreement if Company fails to re-open for the Required Use in the Improvements within ninety (90) days from the date Company receives the City's written notice of termination, with such termination being effective as of the 91st day without further notice.

(b) Further, if at any time from and after the date that Company opens for the Required Use in the Improvements, Company ceases to occupy and operate the Improvements for the Required Use pursuant to a Permitted Closure for a period of more than three hundred sixty-five (365) days, then at any time after such 365 day period, City shall have the right, via written notice to Company: (i) to cease payment of all or any of the Sales Tax Grants to Company under this Agreement from the 366th day of such cessation of occupation or operation until Company re- opens for the Required Use in the Improvements, without any obligation for the City to pay any Sales Tax Grant which would or may have accrued during such period of ceased occupation or operation; and/or (ii) to terminate this Agreement with respect to Company if Company fails to re-open for the Required Use in the Improvements within ninety (90) days from the date Company receives the City's written notice of termination, with such termination being effective as of the 91st day without further notice.

Article V

Termination; Repayment

5.1 Termination. This Agreement shall terminate on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event of an Event of Default by the other Party as provided in Section 5.2 below;
- (c) upon written notice by City, if Company suffers an event of Bankruptcy or Insolvency;
- (d) upon written notice by City, if any Impositions owed by Company shall become delinquent after sixty (60) days written notice is delivered by City to Company pursuant to this Agreement (provided, however, Company retains the right to timely and properly protest and contest any such Impositions and such Impositions shall not be deemed delinquent during the pendency of such proceedings); and
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, however, that, to the extent feasible and permitted by applicable law, the Parties agree to work together in good faith to modify this Agreement or enter into a new agreement or otherwise provide Company with a remedy or reasonably equivalent value to otherwise accomplish the purpose of this Agreement.

5.2 Event of Default. In the event of the occurrence of a breach or default by Company or City under this Agreement (including without limitation, the failure of City to pay any portion of any Sales Tax Grant as required under this Agreement), as applicable, the non-defaulting Party shall give written notice to the other Party of such default, and the defaulting Party shall have ninety (90) days thereafter to cure said default. Should a default or breach remain uncured after such cure period it shall constitute an “Event of Default”. A Party shall not be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of an event of Force Majeure.

5.3 Remedies. Under no circumstances shall City be entitled to a refund of any portion of any of the Sales Tax Grants that have been paid to Company, except as provided in Section 3.1, Section 5.4 and Section 6.13 below. No action shall lie for damages against Company except that City shall be entitled to any action to recover any amounts owed by Company as provided in the foregoing sentence. No action shall lie for damages against City except that Company shall be entitled to any action to recover any amounts owed by City as provided in the following sentence. Upon the occurrence of an Event of Default by City, Company has the right to bring any action to recover any amounts owed to Company under this Agreement, together with interest thereon at the Default Rate. The sole and exclusive remedies of Company for a breach by City under this Agreement, and City’s sole and exclusive remedies for a breach by Company under this Agreement, shall be those expressly provided for in this

Article V and elsewhere in this Agreement. Company and City each hereby waives any other remedies under law or in equity.

5.4 Repayment. If any portion of any Sales Tax Grant was made based upon false or fraudulent information certified to or provided by Company and Company would not otherwise have been entitled to the same, Company shall immediately repay to City an amount equal to such Sales Tax Grant previously paid by City to Company as of the date of termination, plus interest at the Default Rate, which shall accrue from the date of such Sales Tax Grant payment until paid.

5.5 Offsets. City may, at its option, offset the amount of the Sales Tax Grants due and payable under this Agreement against any debt (including taxes) lawfully due to GTEC, GEDCO and/or City from Company, after expiration of any applicable notice and cure periods ("Unpaid Amounts"), regardless of whether such Unpaid Amounts arise pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether such Unpaid Amounts due GTEC, GEDCO and/or City have been reduced to judgment by a court provided that (i) Company is not contesting such Unpaid Amounts, (ii) City first provides Company with written notice of the Unpaid Amounts City intends to offset against the Sales Tax Grants and Company fails to pay (or properly contest) such Unpaid Amounts within thirty (30) days of receipt of such written notice; and (iii) GTEC has not offset such Unpaid Amounts against amounts due to Company under the GTEC Economic Development Agreement.

5.6 No Waiver. Any delay for any amount of time by a Party in providing notice of breach or default to the other Party shall in no event be deemed or constitute a waiver of such breach or default by such non-defaulting Party of any of its rights and remedies available in law or in equity. In addition, any waiver granted by one Party to the other Party shall not be deemed or constitute a waiver of any other existing or future breach or default by such Party or of a subsequent breach or default of the same act or event.

5.7 Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and the Company acknowledge and agree that this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended. The City agrees that its immunity from suit is waived for the purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter I of Chapter 271, Texas Local Government Code, as amended.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned in whole or in part by Company without the prior written consent of City; except Company may assign this Agreement in whole to a Company Affiliate without the consent of City provided: (i) Company provides prompt written notice thereof but no later than thirty (30) after such assignment; and (ii) the

assignee assumes all of the rights and obligations of Company in writing in a form reasonably approved by City.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties. City represents that the Mayor is authorized to execute any instruments related to this Agreement on behalf of the City, including any amendments to this Agreement. All appropriate and necessary action has been taken by the City under applicable law to execute this Agreement and create a valid and binding obligation of City hereunder subject to the terms and conditions set forth in this Agreement. City acknowledges that Company is acting in reliance upon City's performance of its obligations under this Agreement in making Company's decision to commit substantial resources and money to acquire the Land and develop the Improvements.

6.4 Notice. Any notice or other communication ("Notice") given under this Agreement shall be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party; (iii) by depositing the Notice with Federal Express or other nationally recognized courier service for next day delivery; or (iii) by confirmed facsimile. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, are as follows:

If intended for City, to:

Attn: David Morgan
City Manager
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626
512.931.7657 - fax

With a copy to:

Charlie McNabb
City Attorney
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626
512.931.7657 - fax

If intended for Company, to:

Attn: Property Management
Department
Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
425.318.8114 – fax

With a copy to:

Attn: Ray T. Khirallah
Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201
214.969.1751 - fax

6.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable and effects the intent, purpose, and benefits of this Agreement. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for, or against, either Party based on draftsmanship.

6.9 Exhibits. The following exhibits are attached to and incorporated into this Agreement and made a part of this Agreement for all purposes as if they were set forth herein in their entirety:

Exhibit "A"	–	Legal Description of Land
Exhibit "A-1"	–	Depiction of Land and Outlots
Exhibit "B"	–	Waiver of Sales Tax Confidentiality
Exhibit "C"	–	Form of Certificate Regarding Capital Investment
Exhibit "D"	–	Form of Payment Request

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Employment of Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code during the term of this Agreement, Company, or a branch, division or department thereof, does not and will not knowingly employ any undocumented worker (as defined in Section 2264.001 of the Texas Government Code) and, if Company, or a branch, division or department thereof, is convicted of a violation of 8 U.S.C. Section 1324a (f), during the term of this Agreement, Company shall repay the amount of the Sales Tax Grants and any other funds received by Company from City as of the date of such conviction within 120 days after the date Company is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of conviction until paid. It is agreed that for purposes of this Section, but only if permissible under Chapter 2264 of the Texas Government Code, (i) that neither Company nor a branch, division or department thereof, shall be liable for a violation of Chapter 2264 of the Texas Government Code or this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts; (ii) neither Company nor a branch, division, or department thereof, shall be deemed to have been “convicted of a violation” until all appeals have been exhausted and/or the time for all appeals has expired; and (iii) the date that “City notifies Company of the violation” may not be earlier than the date that Company, or a branch, division or department thereof, has been “convicted of a violation” as provided in the immediately preceding subsection.

6.14 Modification of Land. CITY acknowledges and agrees that the configuration of the Land and the legal description thereof may be modified prior to final approval of a subdivision plat of the Land and the PUD and thereafter, provided the requirements of applicable City ordinances and the PUD are met. The Outlots shall not be subject to this Agreement; provided, however, Company shall have the right, but no obligation, to develop all or any portion of the Outlots as part of the Project (e.g. to expand the Project or for placement of certain Improvements thereon, such as the fuel facility, for purpose of example but not limitation), subject to satisfaction of the requirements of applicable City ordinances and the PUD, in which case, such portions of the Outlots shall be deemed to be part of the Land for purposes of this Agreement. It shall not be necessary to amend this Agreement in the event of a modification of the Land as provided in this Section 6.14; however, City and Company agree to reasonably cooperate to execute any documentation reasonably requested by one of the Parties to evidence any such modification.

6.15 Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer any rights, privileges, or causes of action upon any third party.

6.16 Conditions Precedent. This Agreement is expressly subject to and the obligations of the Parties are conditioned upon: (i) Company and GTEC execution of the GTEC Economic Development Agreement; (ii) Company and GEDCO execution of the GEDCO Economic Development Agreement; and (iii) Company closing its purchase of the Land on or prior to the Acquisition Deadline.

(signature page to follow)

EXECUTED on this _____ day of _____, 2019.

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on ____ day of _____, 20__, by Dale Ross, as Mayor of Georgetown, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

EXECUTED on this _____ day of _____, 2019.

COSTCO WHOLESALE CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of Costco Wholesale Corporation, a Washington corporation, on behalf of said corporation.

Notary Public, State of _____

My Commission Expires:_____

EXHIBIT "A"
Description of Land

PROPERTY DESCRIPTION LOT 1

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEING a tract of land situated in the DAVID WRIGHT SURVEY, ABSTRACT NO. 13, City of Georgetown, Williamson County, Texas and being a portion of a tract of land as described in deed to Georgetown Griffin Family LP, recorded in Document No. 2007093828, D.R.W.C.T. (Tract 1), and a portion of a tract of land as described in deed to Georgetown Griffin Family, L.P. (Tract 2), recorded in Document No. 2015012124, Official Public Records, Williamson County, Texas, and being more particularly described as follows:

BEGINNING at a brass monument found for a Southeasterly corner of said Georgetown Griffin Family tract (Doc#2007093828), said brass monument being the Northeasterly end of a corner clip at the intersection of the Northwesterly right-of-way line of Interstate Highway 35 (variable width right-of-way) and the Northerly right-of-way line of Lakeway Drive (120' right-of-way);

THENCE South 76 deg 39 min 17 sec West, along said corner clip and the Southerly line of said Georgetown Griffin Family tract (Doc#2007093828), a distance of 33.36 feet to a point for corner;

THENCE North 59 deg 53 min 07 sec West, departing said corner clip and over and across said Tract 1, a distance of 133.17 feet to a point for corner, said point being the beginning of a curve to the left having a radius of 1,152.64 feet, a central angle of 17 deg 57 min 27 sec, a chord bearing of North 65 deg 29 min 53 sec West, and a chord length of 359.78 feet;

THENCE continuing over and across said Tract 1 and along said curve to the left, an arc distance of 361.26 feet to a point for corner;

THENCE North 13 deg 22 min 29 sec East, over and across said Tract 1 & 2, a distance of 80.04 feet to a point for corner, said point being the beginning of a curve to the left, with a radius of 286.50 feet, a central angle 35 deg 15 min 54 sec, a chord bearing of North 04 deg 15 min 28 sec West, and a chord length of 173.57 feet;

THENCE continuing over and across said Tracts 1 & 2, an arc distance of 176.34 feet to a point for corner;

THENCE continuing over and across said Tract 1 the following:

North 21 deg 53 min 50 sec West, a distance of 261.21 feet to a point for corner;

EXHIBIT "A"
Description of Land

North 23 deg 09 min 15 sec East, a distance of 28.26 feet to a point for corner;

North 68 deg 11 min 55 sec East, a distance of 30.86 feet to a point for corner, said point being the beginning of a curve to the left, with a radius of 386.50 feet, a central angle of 18 deg 55 min 47 sec, a chord bearing of North 58 deg 44 min 02 sec East, and a chord length of 127.11 feet;

Along said curve to the left, an arc distance of 127.69 feet to a point for corner;

North 49 deg 16 min 09 sec East, a distance of 103.19 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 313.50 feet, a central angle of 18 deg 55 min 45 sec, a chord bearing of North 58 deg 44 min 01 sec East, and a chord length of 103.10 feet;

Along said curve to the right, an arc distance of 103.57 feet to a point for corner;

North 68 deg 11 min 55 sec East, a distance of 897.83 feet to a point for corner, said point being the beginning of a curve to the right with a radius of 213.50 feet, a central angle of 47 deg 01 min 31 sec, a chord bearing of South 88 deg 17 min 20 sec East, and a chord length of 170.35 feet;

Along said curve to the right, an arc distance of 175.23 feet to a point for corner;

South 64 deg 46 min 34 sec East, a distance of 60.08 feet to a point for corner, said point being situated in the Westerly right-of-way of said Interstate Highway 35 and the Easterly line of said Tract 1, said point being the beginning of a non-tangent curve to the right, with a radius of 11,409.20 feet, a central angle of 02 deg 08 min 30 sec, a chord bearing of South 25 deg 41 min 34 sec West, and a chord length of 426.43 feet;

THENCE along the Easterly line of said Tract 1 and the Westerly right-of-way of said Interstate Highway 35 the following:

Along said non-tangent curve to the right, an arc distance of 426.45 feet to a concrete monument found for corner, said monument being the beginning of a non-tangent curve to the right, with a radius of 1,095.92 feet, a central angle of 23 deg 03 min 38 sec, a chord bearing of South 38 deg 10 min 59 sec West, and a chord length of 438.12 feet;

Along said non-tangent curve to the right, an arc distance of 441.09 feet to a concrete monument found for corner, said monument being the beginning of a curve to the left, with a radius of 1,194.08 feet, a central angle of 29 deg 37 min

EXHIBIT "A"
Description of Land

42 sec, a chord bearing of South 35 deg 01 min 33 sec West, and a chord length of 610.62 feet;

Along said curve to the left, an arc distance of 617.47 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 20.042 acres or 873,048 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 18th day of January, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4203), NAD 83, grid values from the City of Georgetown GPS Static Survey, Monument No. GT14 and Monument No. GT13.

EXHIBIT "A-1" **Depiction of Land and Outlots**

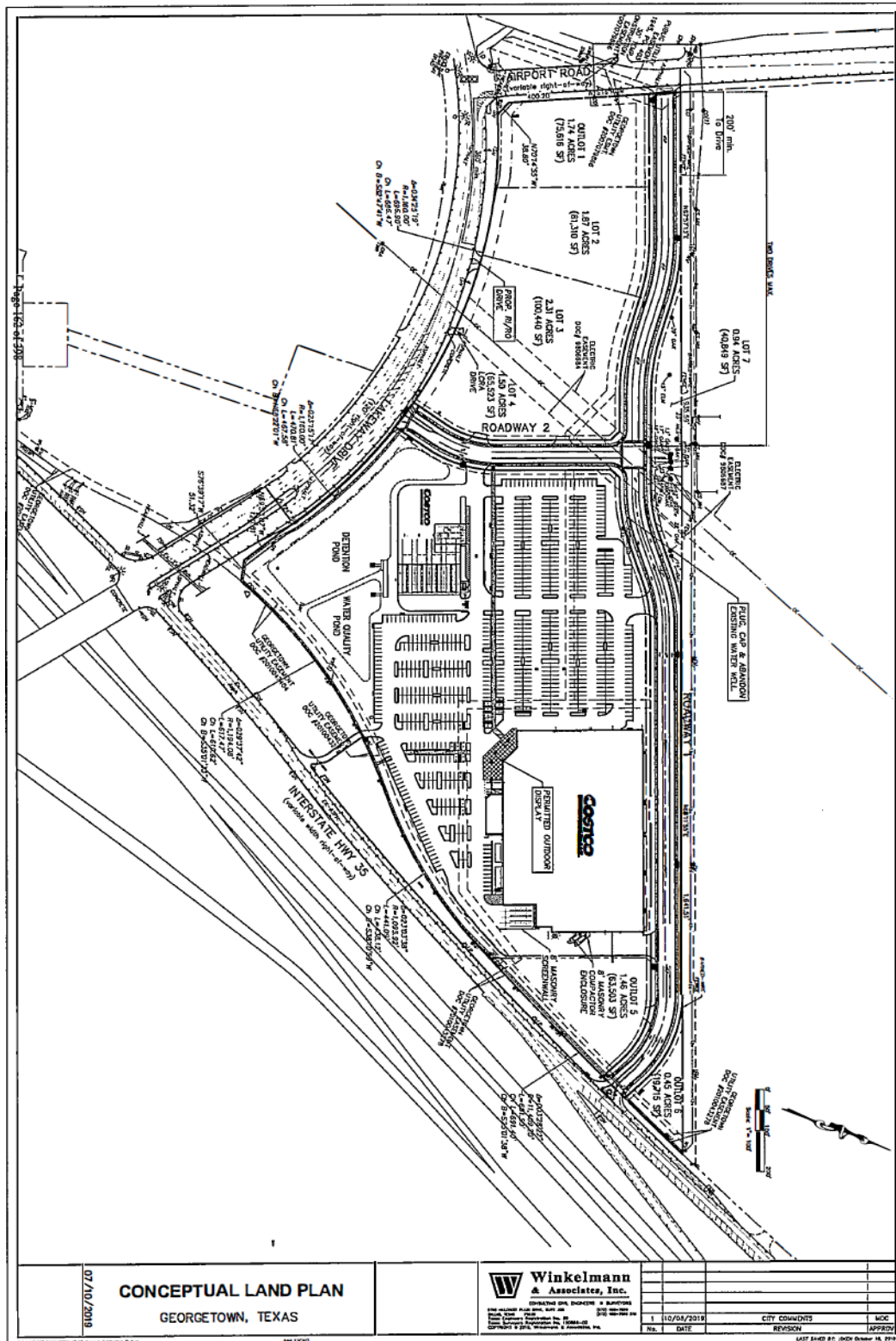


EXHIBIT "B"
Waiver of Sales Tax Confidentiality

AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

This Agreement for Disclosure of Confidential Tax Information (this "Agreement") is entered into between the City of Georgetown, Texas (the "City") and [Costco Wholesale Corporation, a Washington corporation] [(*business name*)] (hereafter the "Taxpayer") for the purposes indicated herein.

The undersigned Taxpayer hereby authorizes the Texas Comptroller's Office to release and disclose to the City any and all sales and use tax information pertaining to Taxpayer's business in the Costco wholesale/retail facility located at _____, in Georgetown, Texas. This waiver applies only to the Costco wholesale/retail facility located at _____, in Georgetown, Texas.

The undersigned Taxpayer understands and agrees that this release will be made by the Texas Comptroller's Office to the City on an ongoing monthly basis beginning on the date this Agreement is executed. Taxpayer waives any and all rights of confidentiality of tax information under Sections 111.006, 151.027 of the Texas Tax Code to the extent, and only to the extent, necessary to permit the Texas Comptroller's Office to release and disclose Taxpayer's sales and use tax information as provided in this Agreement.

The City agrees that the City will use the sales and use tax information disclosed by the Texas Comptroller pursuant to this Agreement solely and exclusively for the purposes under the Economic Development Incentive Agreement Between the City of Georgetown, Texas and Costco Wholesale Corporation, and subject to the terms thereof.

This Agreement is entered into in the City of Georgetown, Williamson County, Texas, and Texas law will apply to its interpretation and enforcement.

SIGNED AND AGREED TO on this ____ day of _____, 20__

Name of Taxpayer Listed on Texas Sales Tax Permit

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

Taxpayer Mailing Address

Physical Location of Business Permitted for Sales Tax

Texas Taxpayer ID Number

Tax Outlet Number
(As Shown on Texas Sales Tax Permit)

EXHIBIT “B”
Waiver of Sales Tax Confidentiality

Taxpayer’s Authorized Signature*

Print Name of Authorized Signature

Position of Authorized Signature

*The authorized signature must be that of an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

City of Georgetown, Texas

City’s Authorized Signature*

Print Name of Authorized Signature

Position of Authorized Signature

EXHIBIT "C"
Form of Certificate Regarding Capital Investment

Re: Economic Development Agreement by and between the
City of Georgetown, Texas and Costco Wholesale Corporation

This Capital Investment Certification is being delivered by Costco Wholesale Corporation ("Company") in connection with that certain Economic Development Agreement by and between the City of Georgetown, Texas ("City"), and Company dated effective as of _____, 2019 (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned authorized officer of Company hereby certifies to City that Company has made a Capital Investment of not less than Twenty Million Dollars (\$20,000,000).

The undersigned hereby certifies that I am a duly authorized representative of Costco and am duly authorized to execute this Capital Investment Certification.

COSTCO WHOLESALE CORPORATION

BY: _____
NAME – SIGNATURE

NAME – PRINTED

TITLE

DATE _____ 20 ____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed to before me on the ____ day of _____, 20____, by
_____.

NOTARY NAME

EXHIBIT "D"
Form of Payment Request

Attn: David Morgan
City Manager
City of Georgetown
113 E. Eighth Street
Georgetown, Texas 78626

Re: Economic Development Agreement (the "Agreement") dated _____, 2019 by
and between the City of Georgetown, Texas and Costco Wholesale Corporation;
all terms used herein shall have the meaning ascribed thereto in the Agreement

Dear Mr. Morgan

Pursuant to Section 4.2 of the above-referenced Agreement, Company submits this request for payment of the Sales Tax Grant for the Sales Tax Reporting Period from _____, 20____ through December 31, 20____. In support of this request, Company submits the following:

1. Schedule detailing the amount of sales and use tax paid to the State of Texas for the sale of Taxable Items Consummated at the Improvements for the above-referenced Sales Tax Reporting Period (see Schedule 1 attached hereto).
2. Copies of monthly sales and use tax returns for the above-referenced Sales Tax Reporting Period (see Schedule 2 attached hereto).
3. Schedule detailing the total sales of Taxable Items at the Improvements during the above-referenced Sales Tax Reporting Period (see Schedule 3 attached hereto).
4. Copies of all direct payment and self-assessment returns, if any, including amended returns, if any filed by Company for a prior Sales Tax Reporting Period (see Schedule 4 attached hereto).
5. Information concerning any refund or credit received by Company of sales or use taxes paid or collected by Company which has been reported by Company on a previous Payment Request as sales and use tax paid or collected at the Improvements and for which a Sales Tax Grant has been paid by City (see Schedule 5 attached hereto).

If you have any questions, I can be reached directly at (425) _____ or via email at ____@costco.com.

Sincerely

Name: _____
Costco Wholesale Corporation
Director, Corporate Tax

EXHIBIT "D"
Form of Payment Request

SCHEDULE 1 TO PAYMENT REQUEST

Taxpayer Name and Number: _____

Calendar Year Period Ending: December 31, 20____

1. TOTAL SALES (Whole dollars only) _____		
2. TAXABLE SALES (Whole dollars only) _____		
3. TAXABLE PURCHASES (Whole dollars only) _____		7. AMOUNT OF TAX DUE (Dollars and Cents) (Multiply "Amount subject to tax "by "Tax Rate" for state and City tax due)
4. Amount subject to state tax (Item 2 plus Item 3) _____	X	= 7a.State Tax (include Item 8a)
5. Amount subject to City tax _	X	= 7b.City Tax (include Item 8b)

	STATE TAX - Column a	LOCAL TAX - Column b
8. Total tax due		
9. Prepayment credit		
10. Adjusted tax due (Item 8 minus Item 9)		
11. TIMELY FILING DISCOUNT		
12. Prior payments		
13. Net tax due (Item 10 minus Items 11 & 12)		
14. Penalty and interest (See instructions)		
	15a. Total state amount due	15b. Total City amount due
15. TOTAL STATE AND LOCAL AMOUNT DUE (Item 13 plus Item 14)		
	16. TOTAL CITY AMOUNT PAID (Item 15b)	

I declare that the Information in this document and any attachments is true and correct to the best of my knowledge.		
Sign Here ►	Taxpayer or duly authorized agent	Date
		Daytime phone (Area code & number)

**EXHIBIT “D”
Form of Payment Request**

SCHEDULE 2 TO PAYMENT REQUEST

Taxpayer Name and Number: _____

Calendar Year Period Ending: December 31, 20____

[ATTACH COPIES OF MONTHLY SALES AND USE TAX RETURNS]

EXHIBIT “D”
Form of Payment Request

SCHEDULE 3 TO PAYMENT REQUEST

TOTAL SALES OF TAXABLE ITEMS

	Total Sales of Taxable Items
January	\$
February	\$
March	\$
April	\$
May	\$
June	\$
July	\$
August	\$
September	\$
October	\$
November	\$
December	\$
Total	\$

**EXHIBIT “D”
Form of Payment Request**

SCHEDULE 4 TO PAYMENT REQUEST

[ATTACH COPIES OF DIRECT PAYMENT AND SELF-ASSESSMENT RETURNS, IF
ANY]

**EXHIBIT “D”
Form of Payment Request**

SCHEDULE 5 TO PAYMENT REQUEST

[ATTACH INFORMATION RE REFUNDS OR CREDITS, IF ANY RECEIVED BY
COMPANY]