

**SECOND AMENDED AND RESTATED**

**CHAPTER 380**

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Second Amended and Restated Chapter 380 Agreement (this **“SECOND AND RESTATED AGREEMENT”**) is made and entered into as of this 16<sup>th</sup> day of SEPTEMBER, 2021 (the **“EFFECTIVE DATE”**) by and between the City of Corinth, Texas a home rule municipal corporation (the **“CITY”**), the Corinth Economic Development Corporation, a non-profit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code (the **“CEDC”**) and 6Q Hospitality, L.L.C., a Texas limited liability corporation (the **“COMPANY”**). The City, the CEDC and the Company are collectively referred to as the **“PARTIES”** or individually as a **“PARTY”**. This Agreement amends, restates and supersedes the First Amended and Restated Chapter 380 Economic Development Incentive Agreement executed on the 19th day of September 2019 by and between the Parties.

**RECITALS**

**PART 1.**

The City and the CEDC seek to attract and retain a diverse range of businesses for economic stability and growth.

**PART 2.**

The Company agrees to construct (or to cause to be constructed) a **“LIMITED-SERVICE HOTEL”**, as defined by the City’s Unified Development Code and a conference center and related improvements, upon the property located at 6557 South Interstate 35E (the **“LAND”** as further defined below) providing a minimum of 86 guest rooms and a minimum of 2,400 square feet of conference space and other amenities

meeting the requirements of this Agreement which shall constitute the **“BUILDING IMPROVEMENTS”** (as further defined below). The Company seeks economic development incentives from the City and the CEDC to pay a portion of the costs of the construction of the Building Improvements and for continued operation and maintenance of the Limited-Service Hotel and the conference center (the **“BUSINESS”** as further defined below) on the Land.

### PART 3.

The City and the CEDC seek to promote local economic development and to stimulate new business and commercial activity in the City. The construction and operation of the Business will advance the City’s and the CEDC’s interests by creating Jobs, increasing sales and property tax revenues, and enhancing the image of the City.

### PART 4.

The Parties entered into the Original Chapter 380 Economic Development Incentive Agreement dated the 19th day of OCTOBER 2017 (the **“PRIOR INCENTIVE AGREEMENT”**) and the First Amended and Restated Agreement dated the 19th day of SEPTEMBER 2019 (the **“FIRST AMENDED AND RESTATED AGREEMENT”**). The Company has requested that the City and the CEDC enter into this Agreement to replace the First Amended and Restated Agreement in order to make certain amendments to more accurately reflect the rights and obligations of the Parties in connection with the construction of the Building Improvements and operation of the Business on the Land. The rights and obligations of the Parties set forth in this Agreement are intended to amend, restate, and supersede the terms and conditions of the Prior Incentive Agreement and the First Amended and Restated Agreement, and the Parties acknowledge and agree that this Agreement shall become effective upon its execution by all Parties.

### PARTS 5

The City is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic

development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the City. The City and the CEDC have determined that providing economic development incentives to the Business will promote local economic development and stimulate new business and commercial activity within the City.

For the reasons stated in these Recitals, which are incorporated into and made a part of this Agreement, and in consideration of the mutual benefits and obligations set forth herein, the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

## ARTICLE I.

### **DEFINITIONS**

The following words will have the following meanings when used in this Agreement:

PARAGRAPH 1.01. **“BUILDING IMPROVEMENTS”** means new building improvements located on the Land consisting of a hotel with a minimum of 86 guest rooms and a minimum of 2,400 square feet of conference space in accordance with the requirements of this Agreement, together with all related improvements and activities, including without limitation a business center, a convenience store, a fitness center, an indoor swimming pool and a dining, lounge and seating area built in substantial accordance with the specifications detailed in Paragraph 2.03. below.

PARAGRAPH 1.02. **“BUSINESS”** means all the activities of the Company conducted for the purpose of a direct or indirect gain, benefit, or advantage, in the City of Corinth, Texas on the Land as related to the Building Improvements, including, but not limited to the construction, maintenance and operation of a Limited-Service Hotel and conference center.

PARAGRAPH 1.03. **“JOB”** means a full-time employment position at the Building Improvements resulting from the Business, which position:

- (A). Is not seasonal; AND
- (B). Is provided with at least 30 hours of employment per week.

Any position not meeting such criteria does not qualify as a “JOB” for purposes of this Agreement.

PARAGRAPH 1.04. **“LAND”** means the approximately 2.071-acre tract of real property and all improvements thereon located at 6557 South Interstate 35E, Corinth, Texas, and upon which the Building Improvements will be constructed, a map of which is attached as Exhibit “A.1.” and incorporated herein for all purposes.

PARAGRAPH 1.05. **“PERSONAL PROPERTY”** means all construction materials, furniture, fixtures, supplies, equipment, inventory, or other personal property attributable to the Business on the Land subject to state and local sales and use taxes imposed by state law, including without limitation, Chapter 151 of the Texas Tax Code, as amended.

PARAGRAPH 1.06. The **“TERM”** of this Agreement will commence on the Effective Date and continue in effect until its expiration on the 31st day of December 2032 unless sooner terminated as provided in this Agreement, except that the Company’s obligation to submit in calendar year 2033 a Compliance Certificate (as defined in Paragraph 6.02. hereof) for calendar year 2032 and the City’s obligation, if any, to complete the Grant Payments (as defined in Sub-paragraph 3.02. (E). hereof) due under this Agreement for calendar year 2032 shall survive termination of this Agreement and shall continue until satisfied, subject to the limitations of this Agreement.

## ARTICLE II.

### **OBLIGATIONS OF THE COMPANY**

PARAGRAPH 2.01. The Company will operate, maintain, and manage the Business on the Land under a franchise agreement with Marriott International, Inc. (**“MARRIOTT”**) as a Fairfield Inn & Suites

or an equivalent alternative brand with features and amenities the same as or substantially similar to those provided by Fairfield Inn & Suites (the "ALTERNATIVE BRAND"); and such Alternative Brand shall be subject to the prior written approval of the City and the CEDC.

PARAGRAPH 2.02. The Company has obtained a Texas Direct Payment Permit from the Texas Comptroller of Public Accounts (the "**TEXAS DIRECT PAYMENT PERMIT**"), a copy of which is attached hereto and incorporated herein as Exhibit "A.2.", for the purpose of permitting the Company to accrue and to pay all sales and use taxes directly to the Texas Comptroller of Public Accounts. During the Term, the Company agrees that it shall keep in effect at all times its Texas Direct Payment Permit and it also understands that failure to maintain the Texas Direct Payment Permit shall be considered a default hereunder. FAILURE TO MEET THE OBLIGATIONS UNDER THIS PARAGRAPH 2.02. IS NOT SUSCEPTIBLE TO A CURE (AS DEFINED IN PARAGRAPH 8.03. HEREOF) AND SHALL RESULT IN AUTOMATIC FORFEITURE BY THE COMPANY OF THE RIGHT TO ANY GRANT PAYMENT FOR THE APPLICABLE CALENDAR YEAR DURING WHICH SUCH FAILURE OCCURS. THE CITY AND THE CEDC SHALL NOT BE LIABLE FOR RETROACTIVE PAYMENT OF SUCH FORFEITED GRANT PAYMENT.

PARAGRAPH 2.03. The Company shall cause the Building Improvements to be constructed on the Land in accordance with the specifications set forth in Exhibit "A.3.", a copy of which is attached hereto and incorporated herein and in accordance with all terms of this Agreement, including without limitation, this Paragraph 2.03. The Company shall commence construction (or cause the construction) of the Building Improvements to be commenced on or before the 1st day of JANUARY 2020, and all such construction shall be completed on or before the 31st day of MARCH 2022. Completion of the Building Improvements shall be deemed to have occurred on the date that the City issues a certificate of occupancy for the Building Improvements in accordance with applicable City regulations and ordinances. In addition, the Company agrees that the incentives offered in this Agreement are being offered as a result of the common interest of the Parties to have high quality architectural design and construction of the Building Improvements. The Company agrees and asserts that it is committed to providing a high quality of architectural design for

construction of the Building Improvements. The Company agrees to comply with the following minimum requirements for the architectural design and construction of the Building Improvements:

(A). The following primary building materials, with the exception of materials used for all openings for doors and windows and architectural features such as cornices, shall be limited to the following:

- (1). Fired brick.
- (2). Granite.
- (3). Manufactured stone.
- (4). Marble.
- (5). Natural stone.

(B). All outdoor fire pits, if any, will be constructed of stone.

(C). The conference center will have openings for windows.

(D). The conference center will overlook amenity features and / or natural areas to the extent reasonably possible.

(E). The conference center will consist of two (2) rooms, a board room, and a meeting room. The board room will have the capacity to accommodate a minimum of ten (10) occupants and shall comply with all applicable state and federal regulations and City ordinances, and the meeting room will have the capacity to accommodate a minimum of 80 occupants in accordance and shall comply with all applicable state and federal regulations and City ordinances. An accordion wall may separate the board room from the meeting room in accordance with all applicable City ordinances. The minimum area allocated to the board room and the meeting room will be as follows:

- (1). BOARD ROOM — 300 square feet.
- (2). MEETING ROOM — 2,100 square feet.

(F). The conference center shall be equipped with state-of-the-art audio and visual systems which shall be properly maintained in working order, standard interior finishes of high

quality, high speed internet access, projectors, televisions, tables, chairs, podiums, and other related furnishings.

PARAGRAPH 2.04. The Company will ensure that construction of the Building Improvements on the Land will conform to all applicable ordinances and laws.

PARAGRAPH 2.05. The Company will ensure that as of the 1st day of JANUARY 2023, the minimum cumulative assessed value of the Land and the Building Improvements is at least \$6,000,000.00 (the “**MINIMUM ASSESSED VALUE**”) as established by the Denton County Appraisal District, and it shall maintain such assessed value for the duration of the Term. However, the Parties acknowledge and agree that due to changes in economic and market conditions, the Minimum Assessed Value may increase or decrease during the Term. If, at any time after the 1st day of JANUARY 2023, through the end of the Term, that the total value of all real property in the City increases or decreases by ten (10) percent or more deviation as established by the Denton County Appraisal District for any tax year, the Minimum Assessed Value for that tax year shall be automatically increased or decreased by the same ten (10) percent or more deviation. Notwithstanding the foregoing, the Company will have the right to protest the assessed value of the Land and the Building Improvements established by the Denton County Appraisal District provided that such protest shall not result in an assessed value that is less than the Minimum Assessed Value required by this Paragraph 2.05. FAILURE TO MEET THE OBLIGATION IS NOT SUSCEPTIBLE TO A CURE AND SHALL RESULT IN AUTOMATIC FORFEITURE BY THE COMPANY OF THE RIGHT TO ANY GRANT PAYMENT FOR THE APPLICABLE CALENDAR YEAR DURING WHICH SUCH FAILURE OCCURS. THE CITY AND THE CEDC SHALL NOT BE LIABLE FOR RETROACTIVE PAYMENT OF SUCH FORFEITED GRANT PAYMENT.

PARAGRAPH 2.06. On or before the 1st day of JUNE, 2022, the Company will continuously employ a minimum of fifteen (15) persons in Jobs (the “**MINIMUM JOBS REQUIREMENT**”), and it shall maintain such Jobs during the Term. While the titles, the personnel or the classification of such Jobs may change, the Minimum Jobs Requirement shall be continuously maintained through the end of the Term. The Company agrees that it will maintain, and shall use its best efforts to enforce, employment policies that

prohibit discrimination from occurring in the hiring and employment of persons in Jobs on the basis of race, creed, color, national origin, sex or disability or other characteristics for which protection is available under applicable local, state, and federal anti-discrimination laws. The Company shall also report to the City in its annual Compliance Certificate any judicial or administrative agency determinations if the Company has violated any such anti-discrimination laws in relation to persons applying for or employed in Jobs for the applicable reporting period.

PARAGRAPH 2.07. The Company will endeavor to recruit and hire residents of the City and the surrounding communities for its Jobs with commercially reasonable diligence. At the reasonable request of the City, the Company will provide documentation of its efforts to comply with this Paragraph 2.07. to the City.

PARAGRAPH 2.08. The Company will commence operation of the Business on the Land on or before the 1st day of JUNE 2022, and will continuously operate, maintain and manage the Business for the duration of the Term.

PARAGRAPH 2.09. The Company will advertise and market the Business on the Land as being geographically located in "CORINTH" or the "**CITY OF CORINTH**" in all advertising and marketing materials rather than any other proper geographic name with commercially reasonable diligence.

PARAGRAPH 2.10. From the date that the Company commences operation of the Business on the Land in Paragraph 2.08. above, the Company will provide at the City's or the CEDC's request, and at no rental cost or expense to the City or the CEDC, access to the conference center for the duration of the Term. Such access will be limited to four (4) times per month for the City, and four (4) times per month for the CEDC and is subject to availability on the dates requested by the City and the CEDC.

PARAGRAPH 2.11. From the date the Company commences operation of the Business on the Land in Paragraph 2.08. above, the Company will provide space for the display and dissemination of City tourist information for the duration of the Term.

PARAGRAPH 2.12. From the date that the Company commences operation of the Business on the Land as provided in Paragraph 2.08. above, the Company will provide at the City's or the CEDC's



request, and at a corporate rate to the City and the CEDC, up to four (4) room nights per month for public purposes and economic development use as designated by the City or the CEDC subject to room availability on the nights requested by the City or the CEDC for the duration of the Term. The Company will upgrade the rooms provided under this Paragraph 2.12. to king suites to the extent that king suite space is available.

PARAGRAPH 2.13. During the Term, the Company shall reinvest all refunded hotel occupancy tax revenues directly for the benefit of the conference center and related purposes as permitted in accordance with Chapter 351 of the Texas Tax Code, as amended. Such reinvestment shall be in an amount not less than the City's total share of the hotel occupancy tax revenues generated from the operation of the Business. The Company shall, with submittal of its annual Compliance Certificate, include financial records in a form that is satisfactory to the City Manager of the City verifying and providing evidence of the expenditure of such hotel occupancy tax revenues directly for the benefit of the conference center and related purposes permitted in accordance with Chapter 351 of the Texas Tax Code, as amended.

PARAGRAPH 2.14. In performing its obligations under this Article, the Company will comply with all applicable ordinances and laws.

### ARTICLE III.

#### **ECONOMIC DEVELOPMENT INCENTIVE PROVIDED BY THE CITY AND THE CEDC**

PARAGRAPH 3.01. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement and the Company's compliance with this Agreement, the City and the CEDC agree to refund the Company amounts in the manner set forth in this Article.

PARAGRAPH 3.02. As consideration for the Company's performance of its obligations under this Agreement:

(A). The City and the CEDC will refund the Company amounts equal to 100 percent of the City's and the CEDC's share of sales and use tax revenues attributable to the addition of new Personal Property on the Land collected by the Texas Comptroller of Public Accounts and paid to and

actually, received by the City and the CEDC in accordance with the terms and limitations of this Article. It is understood and agreed by the Parties that the City's share of sales and use tax revenues attributable to the addition of new Personal Property on the Land excludes all sales and use tax revenues collected by the Texas Comptroller of Public Accounts for payment to the Street Maintenance Sales Tax Fund, to the Crime Control and Prevention District Sales Tax Fund or to any other special purpose sales tax in effect or later adopted by the City. Said sales and use tax revenues shall be collected under a Texas Direct Payment Permit, and the Company will provide the City and the CEDC with information in a form satisfactory to the City as determined necessary by the City to evidence and verify all the sales and use taxes paid directly to the Texas Comptroller of Public Accounts under the Company's Texas Direct Payment Permit.

(B). The City will refund the Company amounts equal to 75 percent of the City's share of hotel occupancy tax revenues generated from the operation of the Business on the Land.

(C). In the event the Company does not generate sales and use tax revenues that are attributable to the addition of new Personal Property on the Land for any applicable calendar year, the Company will still be entitled to receive the refund of any amounts of hotel occupancy tax revenues provided under Sub-paragraph 3.02. (B). above provided that Company is otherwise in compliance with all of the terms of this Agreement.

(D). In the event the Company does not generate hotel occupancy taxes from the operation of the Business on the Land for any applicable calendar year, the Company will still be entitled to the refund of any amounts of sales and use tax revenues provided under Sub-paragraph 3.02. (A) provided that Company is otherwise in compliance with all of the terms of this Agreement.

(E). The refunds of sales and use tax and hotel occupancy tax revenues under this Sub-paragraph 3.02. (A) and (B) will be collectively referred to as the "GRANT PAYMENTS".

PARAGRAPH 3.03. The City and the CEDC will make Grant Payments to the Company for a period of up to ten (10) calendar years, commencing in calendar year 2022 and ending in calendar year 2032 provided that the Company is in compliance with all of the terms of this Agreement.

PARAGRAPH 3.04. Grant Payments properly due to the Company will be made by the City and

the CEDC on or before MARCH 31 of the calendar year immediately following the calendar year in which sales and use tax and hotel occupancy tax revenues upon which the total Grant Payment amount is based are generated. For example, any sales and use tax revenues collected by the Texas Comptroller of Public Accounts and received by the City and the CEDC and hotel occupancy tax revenues collected by the City in calendar year 2022 will be paid by the City and the CEDC to the Company on or before March 31, 2023. Notwithstanding the foregoing and in addition to those circumstances under other provisions of this Agreement which relieve the City and the CEDC from their obligations to make payment to Company, the City and the CEDC will not be required to make a Grant Payment during any applicable calendar year unless and until:

(A). The sales and use tax revenues for the preceding calendar year are received by the City and the CEDC from the Texas Comptroller of Public Accounts and provided such sales and use tax revenues generated from the addition of new Personal Property on the Land are collected under a Texas Direct Payment Permit issued by the Texas Comptroller of Public Accounts to the Company;

(B). The hotel occupancy tax revenues for the preceding calendar year are collected by the City;

(C). The ad valorem taxes for the preceding calendar year are received by the City from the Denton County Tax Assessor — Collector;

(D). The funds are appropriated by the Corinth City Council and the CEDC for the specific purpose of making a Grant Payment under this Agreement as part of the City's and the CEDC's ordinary budget and appropriations approval process; AND

(E). The Company has submitted a Compliance Certificate together with all information that the City and the CEDC may request to verify the Company's compliance with the terms of this Agreement.

ARTICLE IV.

**ADDITIONAL ECONOMIC DEVELOPMENT INCENTIVE PROVIDED BY THE CEDC**

PARAGRAPH 4.01. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement and the Company's compliance with this Agreement, the CEDC agrees to reimburse the Company in the manner set forth in this Article.

PARAGRAPH 4.02. As consideration for the Company's performance of its obligations under this Agreement, the CEDC will reimburse the Company in the amount of \$150,000.00 for impact fees and expenses, costs and fees incurred by the Company for obtaining all permits, licenses and inspections from the City and any other governmental agencies necessary for construction of the Building Improvements and the operation of the Business on the Land (the "**REIMBURSEMENT AMOUNT**"). The CEDC will pay the Reimbursement Amount to the Company within thirty (30) calendar days of the Company providing the Executive Director of the CEDC a copy of the receipts showing amounts paid for all impact fees, permits, licenses and inspections from the City and any other governmental agencies and permanent certificate of occupancy. The CEDC will not be required to pay the Reimbursement Amount to the Company unless and until the Company completes construction of the Building Improvements on the Land as provided in Paragraph 2.03. above, and provides the Executive Director of the CEDC with a copy of the receipts showing amounts paid and permanent certificate of occupancy.

ARTICLE V.

**REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

As of the Effective Date, the Company represents and warrants to the City and the CEDC, as follows:

PARAGRAPH 5.01. The Company is a duly organized, validly existing Texas Limited Liability Company, in good standing under the laws of the State of Texas and is authorized to conduct business or own real property in the State of Texas. The activities that the Company proposes to carry on at the Land may lawfully be conducted by the Company.

PARAGRAPH 5.02. The execution, delivery and performance by the Company of this Agreement are within the Company's powers and have been duly authorized.

PARAGRAPH 5.03. This Agreement is the legal, valid, and binding obligation of the Company, and is enforceable against the Company in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

PARAGRAPH 5.04. The Company is not in violation or default in the performance, observance, or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which they are parties or by which they or any of their property is bound that would have any material adverse effect on the Company's ability to perform under this Agreement.

PARAGRAPH 5.05. Neither this Agreement nor any schedule or Exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

## ARTICLE VI.

### **INFORMATION**

PARAGRAPH 6.01. The Company will, at such times and in such form as the City may request from the Company, provide information concerning the performance of the Company's obligations under this Agreement.

PARAGRAPH 6.02. Commencing in the calendar year 2022 and continuing each calendar year thereafter for the duration of the Term, the Company will submit to the City Manager of the City, on or before JANUARY 31, a certified statement in a form acceptable to the City Manager of the City, and signed by an authorized officer of the Company, providing all of the following information (the “COMPLIANCE CERTIFICATE”):

(A). A statement that it is in full compliance with the Minimum Jobs Requirement, with such statement detailing an employee roster of all persons employed by the Business on the Land, the hours of employment per week, the job titles and the total number of persons hired and employed in the preceding calendar year and cumulatively since commencing operation of the Business on the Land as provided in Paragraph 2.08. above;

(B). A copy of all invoices and related documentation verifying the Company’s expenditure of refunded hotel occupancy tax revenues as permitted in accordance with applicable state law;

(C). A statement that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and reasons therefor.

After timely receipt of the Compliance Certificate from the Company, the City Manager of the City will have 30 calendar days to notify the Company in writing of any questions related to the Compliance Certificate and the Business that the City may have concerning any of the information provided by the Company, and the Company will diligently work in good faith to respond to such questions to the reasonable satisfaction of the City.

PARAGRAPH 6.03. The Company agrees that authorized employees of the City will have the right to access and review the business records of the Company that relate to the Company’s compliance with the terms and conditions of this Agreement at any reasonable time and upon at least seven (7) calendar days’ prior notice to the Company in order to determine compliance with this Agreement. Said authorized employees of the City will be accompanied by authorized officers or employees of the Company when

accessing and reviewing the business records. At all times until the expiration of this Agreement, authorized employees of the City will have access to the Building Improvements and the Business on the Land for the purpose of inspecting them to ensure that the Building Improvements on the Land are constructed, installed, maintained, and used in accordance with the terms and conditions of this Agreement.

PARAGRAPH 6.04. Subject to the requirements of the Texas Public Information Act (Chapter 552 of the Texas Government Code), or order of a court of competent jurisdiction, the Company may be required to disclose or make available to the City or the CEDC any information relating to this Agreement. The Company agrees to cooperate with the City and the CEDC in response to any request for information under the Texas Public Information Act or court order. The City and the CEDC will endeavor to provide the Company with advance written notice of any such request for information or court order so that the Company may seek any relief to which the Company believes that it is entitled. The City's and the CEDC's obligations under this Paragraph 6.04. do not impose a duty upon the City or the CEDC to challenge any court order or ruling of the Texas Attorney General to release information in response to a specific request for information under the Texas Public Information Act.

## ARTICLE VII.

### **PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON THE CITY'S AND THE CEDC'S OBLIGATIONS**

PARAGRAPH 7.01. No official or employee of the City or the CEDC will be personally responsible for any liability arising under or growing out of this Agreement.

PARAGRAPH 7.02. The Grant Payments made, and any other financial obligation of the City and the CEDC hereunder will be paid solely from lawfully available funds that have been budgeted and appropriated each applicable Fiscal Year (as defined below) during the Term by the City and the CEDC as provided in this Agreement. Under no circumstances will the City's or the CEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently,

notwithstanding any other provision of this Agreement, the City and the CEDC will have no obligation or liability to pay any Grant Payments or other payments unless the City and the CEDC budget and appropriate funds to make such payments during the Fiscal Year in which such Grant Payments or other payments are payable under this Agreement. If the City or the CEDC fails to budget and appropriate funds to make any Grant Payments, then it will immediately notify the Company of such non-appropriation and the Company may elect, at its sole discretion and option, to terminate this Agreement, effective upon written notice to the City and the CEDC. For purposes of this Agreement, the “**FISCAL YEAR**” means the fiscal year of the City and the CEDC, commencing on OCTOBER 1, and ending on SEPTEMBER 30.

PARAGRAPH 7.03. EXCEPT FOR THE RIGHT TO TERMINATE AS PROVIDED IN PARAGRAPH 7.02. ABOVE, THE COMPANY WILL HAVE NO OTHER RECOURSE AGAINST THE CITY OR THE CEDC FOR THE CITY’S OR THE CEDC’S FAILURE TO BUDGET AND APPROPRIATE FUNDS DURING ANY FISCAL YEAR TO MEET THE PURPOSES OF AND SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT.

#### ARTICLE VIII.

#### **DEFAULT, TERMINATION AND REMEDIES**

PARAGRAPH 8.01. The Parties acknowledge and agree that this Agreement will automatically terminate, and the Parties herein will be relieved of all of their obligations and rights set forth herein if the Company fails to operate the Business on the Land as Fairfield Inn & Suites or a different brand with the prior written consent of the City and the CEDC as provided in Paragraph 2.01. above.

PARAGRAPH 8.02. If this Agreement is terminated under Paragraph 8.01. above, the Company will repay to the City and the CEDC the full amount of all Grant Payments made, and it will repay to the CEDC the full amount of the Reimbursement Amount within 60 calendar days. The City and the CEDC will be entitled to record a lien against the Land to secure the full amounts of the Grant Payments and the Reimbursement Amount if this payment is not timely made.



PARAGRAPH 8.03. Except as otherwise provided herein, at any time during the Term of this Agreement that the Company is not in compliance with its obligations under this Agreement, the City may send written notice of such non-compliance to the Company. If such non-compliance is not cured within 30 calendar days after the Company's receipt of such written notice or, if non-compliance is not reasonably susceptible to cure within 30 calendar days and a cure is not begun within such 30-day period and thereafter, continuously and diligently pursued to completion on a schedule to be approved by the City (in either event, a "**CURE PERIOD**"), then the City and the CEDC may, at their sole discretion and option, terminate this Agreement. The Term will not be extended as a result of any Cure Period agreed to by the City under this Paragraph 8.03. For purposes of this Agreement, a "CURE" or "CURED" means the correction or elimination of any breach(es), default(s) or violation(s) of the terms and conditions of this Agreement.

PARAGRAPH 8.04. Upon breach of any obligation under this Agreement by the Company, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the City and / or the CEDC may pursue such remedies as are available at law or in equity for breach of contract. Similarly, with regard to violations of applicable ordinances of the City, the City may seek such relief as is available for violation of so such ordinances, including fines and injunctive relief.

PARAGRAPH 8.05. As permitted by applicable state law, the City may deduct from any Grant Payments due to the Company, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the City.

PARAGRAPH 8.06. A "**FORCE MAJEURE EVENT**" means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, any acts of God; earthquake; fire; explosion; war; civil insurrection; acts of the public enemy; act of civil or military authority; sabotage; terrorism; floods; lightning; hurricanes; tornadoes; severe snow storms or utility disruption; strikes; lockouts; or major equipment failure or the failure of any major supplier to perform its obligations. A Force Majeure Event pauses a Party's performance obligation for the duration of the event but does not excuse it. A Party will not be deemed to be in default or otherwise in violation of any term or condition of this Agreement to the extent such Party's action, inaction or omission is the result

of a Force Majeure Event. If a Force Majeure Event occurs and such event prevents a Party from fulfilling its obligations hereunder, the applicable time period for performing such obligations will only be extended by the period of delay resulting from the Force Majeure Event. The Parties agree to use commercially reasonable diligence in order to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement.

PARAGRAPH 8.07. THE CITY AND THE CEDC SHALL NOT BE OBLIGATED TO PAY ANY INDEBTEDNESS OR OBLIGATIONS OF THE COMPANY. THE COMPANY HEREBY AGREES TO DEFEND, INDEMNIFY, RELEASE AND HOLD THE CITY AND THE CEDC, AND THE CITY'S AND THE CEDC'S RESPECTIVE OFFICERS AND EMPLOYEES, HARMLESS FROM AND AGAINST: (I) ANY INDEBTEDNESS OR OBLIGATIONS OF THE COMPANY; (II) ANY OTHER LOSS, CLAIM, DEMAND, LAWSUIT, LIABILITY OR DAMAGES ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE COMPANY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (III) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE COMPANY CONTAINED IN THIS AGREEMENT, WITHOUT REGARD TO ANY NOTICE OR CURE PROVISIONS. THE COMPANY'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL INCLUDE PAYMENT OF THE CITY'S AND THE CEDC'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES WITH RESPECT THERETO.

PARAGRAPH 8.08. The Company may terminate this Agreement at any time for convenience with at least ten (10) calendar days' prior written notice.

#### ARTICLE IX.

#### **MISCELLANEOUS**

PARAGRAPH 9.01. This Agreement, including the Recitals and the Exhibits hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein.

PARAGRAPH 9.02. This Agreement may only be amended, altered, or terminated by written instrument signed by all Parties.

PARAGRAPH 9.03. All notices required and/or permitted by this Agreement will be delivered to the following by certified mail or electronic mail transmission. Each Party will notify the other Parties in writing of any change in information required for notice under this Paragraph 9.03.

**THE CITY:**

Bob Hart, City Manager  
City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Facsimile: (940) 498 -7574  
E-mail: Bob.hart@cityofcorinth.com

**THE CEDC:**

Elise Back, Director  
City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Facsimile: (940) 498-7574  
E-mail: elise.back@cityofcorinth.com

**THE COMPANY:**

Jay Patel, Managing Member  
6Q Hospitality, L.L.C.  
7034 Mesa Verde Boulevard  
Irving, Texas 75063  
E-mail: Jay@nimbushospitality.com

PARAGRAPH 9.04. This Agreement will be construed under the laws of the State of Texas and the United States of America. This Agreement is performable in Denton County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Denton County, Texas. Mandatory venue for any matters in federal court will be in the United States District Court for the Eastern District of Texas, Sherman Division.

PARAGRAPH 9.05. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision will be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of such deleted provision, there will be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

PARAGRAPH 9.06. The term “**WILL**” is mandatory in this Agreement.

PARAGRAPH 9.07. The Company agrees that the City will assume no liability or responsibility by approving plans, issuing permits or approvals, or making inspections related to any matter arising under this Agreement.

PARAGRAPH 9.08. Nothing contained in this Agreement, and no action of the City under this Agreement, will constitute a waiver of any immunity of the City to suit or to liability or of any limitations on liability granted by law or the Texas Constitution.

PARAGRAPH 9.09. It is acknowledged and agreed between the Parties that the City, the CEDC and the Company, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. THE CITY AND THE CEDC WILL ASSUME NO RESPONSIBILITY OR LIABILITY TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY AND THE CEDC, AND THEIR OFFICERS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES.

PARAGRAPH 9.10. This Agreement is for the exclusive benefit of the Parties and no third party may claim any right, title or interest in any benefit arising under this Agreement. The Company may not assign any of its rights, or delegate or sub-contract any of its duties under this Agreement, in whole or in part, without the prior written consent of the City and the CEDC, except that: (i) the Company may assign this Agreement to an affiliate with such assignment to be effective only upon receipt by the City and the CEDC of written notice thereof, together with documentation establishing the relationship of the affiliate to the Company to the satisfaction of the City and the CEDC; or (ii) the Company may assign this Agreement in connection with the sale of all its interest in the Business on the Land, provided that the Company will provide the City and the CEDC with at least 30 calendar days' written notice of such assignment for the assignment to be effective. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

PARAGRAPH 9.11. No term or condition contained in this Agreement will be deemed to have been waived, nor will there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

PARAGRAPH 9.12. The Company agrees that the economic development incentive involving the use of refunded hotel occupancy tax revenues will be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry in accordance with the provisions of Chapter 351 of the Texas Tax Code. The Company acknowledges that while not anticipated to occur, if it is found by a court of appropriate jurisdiction or other official administrative body that the City does not have the legal authority to enter into this Agreement regarding the use of refunded hotel occupancy tax revenues, that such determination will cause the economic development incentive involving such use of refunded hotel occupancy tax revenues to immediately cease hereunder. The termination of this economic development incentive will not affect any of the other terms and conditions of this Agreement not related to the same.

PARAGRAPH 9.13. The following Exhibits are attached and made a part of this Agreement for all purposes.

- (A). **EXHIBIT "A.1."** — Survey of the Land.

- (B). **EXHIBIT “A.2.”** — Texas Direct Payment Permit.
- (C). **EXHIBIT “A.3.”** — Building Improvements.
- (D). **EXHIBIT “A.4.”** — L.L.C. Certificate of Formation.
- (E). **EXHIBIT “A.5”** — L.L.C. Certificate of Resolution

PARAGRAPH 9.14. The Company certifies that the Company does not and will not, during the Term of this Agreement, knowingly employ an **“UNDOCUMENTED WORKER”** as such term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, should the Company be convicted of a violation under 8 U.S.C. Section 1324a(f), then the Company will repay to the City and the CEDC the full amount of the Grant Payments and to the CEDC the full amount of the Reimbursement Amount under this Agreement, plus five (5) percent interest per annum from the date the Grant Payment and the Reimbursement Amount were paid. Repayment will be paid within 120 calendar days after the date the Company receives written notice of violation from the City, which notice will not be given by the City until after such conviction is final and non-appealable. Notwithstanding anything to the contrary contained in this Paragraph 9.14., the Company will not be deemed in violation of this Paragraph 9.14. and will not be obligated to make such repayment of the Grant Payments or the Reimbursement Amount in the event that a subsidiary, affiliate, or person with whom the Company contracts, such as a general contractor, is convicted of a violation under 8 U.S.C. Section 1324a(I).

PARAGRAPH 9.15. Pursuant to the requirements of Chapter 2270 of the Texas Government Code, the Company verifies that it does not boycott Israel, and it will not boycott Israel during the Term of the Agreement. Pursuant to Chapter 2252, Subchapter F of the Texas Government Code, the Company affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

PARAGRAPH 9.16. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument, and facsimile or electronic (in

PDF) copies of this Agreement and facsimile or electronic (in PDF) signatures to this Agreement shall be authorized and deemed effective.

EXECUTED in duplicate originals to be effective as of the Effective Date.

[SIGNATURES ON NEXT PAGE]

**CITY OF CORINTH, TEXAS**

By:

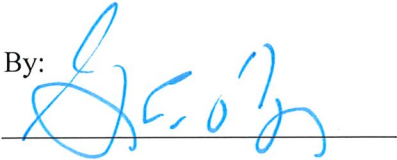


Bob Hart

City Manager

**CORINTH ECONOMIC DEVELOPMENT CORPORATION**

By:

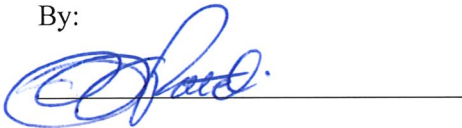


Grady Ray

President

**6Q Hospitality, L.L.C.**

By:



Jay Patel

Managing Member



EXHIBIT "A.1."

**SURVEY OF THE LAND**



EXHIBIT "A.2."

TEXAS DIRECT PAYMENT PERMIT

Form 30-000 (Rev. 1-15-05)



TEXAS DIRECT PAYMENT SALES TAX PERMIT

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.  
 TEXAS CODE ANN., §4-1/5

Taxpayer number	3-20632-2863-2
Effective date	12/28/2017

Taxpayer name and mailing address

65 HOSPITALITY, LLC  
 1034 MESAVERT DRIVE  
 IRVING

TX 75455-3558

*Glenn Hegar*  
 GLENN HEGAR  
 Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

Search here and display your permit only

Is the information printed on this permit correct?

If not, please fill in in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

If your permit is correct, **DO NOT** return this form.

If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS  
 111 E. 17th Street  
 Austin, TX 78774-0100

Keep this permit until you receive a corrected permit.

NOTE: This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.

TEXAS DIRECT PAYMENT SALES TAX PERMIT

Taxpayer name shown on the permit  
 65 HOSPITALITY, LLC

Taxpayer number shown on the permit  
 3-20632-2863-2

Please enter only the information that has to be corrected.

Correct taxpayer name	Daytime phone (Area code and number)

Correct mailing address

City	State	ZIP code	FEIN number

If you are no longer in business, enter the date of your last business transaction, .....

For additional information, see the back of this form.

Sign here Taxpayer or authorized agent	Date

You have certain rights under Chapters 652 and 659, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or phone number listed on the form.

Comptroller use only  
 Job name: MSCAPP  
 Description:  
 00901  
 011  
 Reference number:  
 Taxpayer number change  
 01000  
 Master name correct box (and)  
 Master mailing address change AND  
 Master phone number and change  
 XLMASST  
 OOB for permit  
 XJUSTAT

# EXHIBIT "A.3."

## BUILDING IMPROVEMENTS

FACE MATERIAL	Surface area including knockout and air diff.
Area	EAULT
Primary Material	BRICK - 26783 sq ft STONE - 34229 sq ft
Secondary Material	GLASS - 8217 sq ft - 14.8%
Total Area	450141 sq ft - 100%

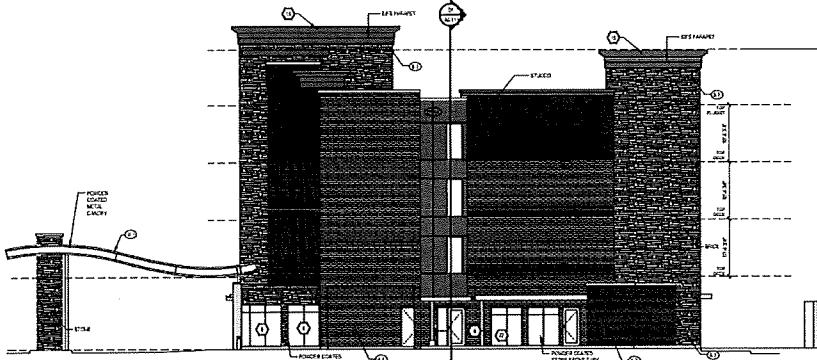
### GENERAL NOTES

1. BUILDING ELEVATIONS AND IMPROVEMENTS ARE ALL SHOWN IN BLUE IN ALL VIEWS EXCEPT WHERE NOTED OTHERWISE.
2. FINISHES SHOWN IN THIS DRAWING ARE SUBJECT TO APPROVAL BY THE ARCHITECT.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING WORK.
4. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.

### KEY NOTES

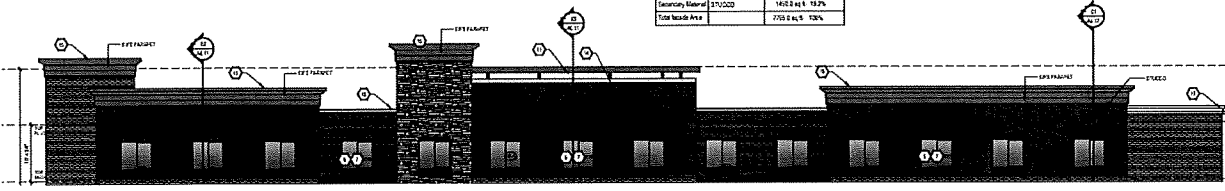
1. WINDOW TYPE AND SIZE
2. BRICK GLAZE FOR EXTERIOR FACED WALL
3. BRICKY GLAZE
4. FINISH BRICKWORK APPROX. 4" END OF COURSE
5. FINISH BRICKWORK APPROX. 4" END OF COURSE
6. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
7. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
8. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
9. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
10. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
11. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
12. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
13. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
14. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
15. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
16. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
17. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
18. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
19. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
20. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
21. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES
22. BRICKWORK TO BE FINISHED TO MEET LOCAL CODES

MATERIAL TAG	MATERIAL LEGEND
1	Primary Material: Manufacturer: Acme brick color: Gables
2	Primary Material: Manufacturer: Acme brick color: Onatocall gray
3	Primary Material: Manufacturer: Texas stone color: Mesa Gray Stack stone
4	Secondary Material: Finish: stucco color: SW6531 beige
5	Secondary Material: Finish: stucco color: SW6531 beige
6	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
7	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
8	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
9	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
10	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
11	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
12	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
13	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
14	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
15	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
16	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
17	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
18	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
19	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
20	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
21	Roofing Material for canopy roof: Material: metal Color: Muesel Gray
22	Roofing Material for canopy roof: Material: metal Color: Muesel Gray



01 EAST ELEVATION  
SCALE: 1/8" = 1'-0"

FACE MATERIAL	Surface area including knockout and air diff.
Area	EAULT
Primary Material	BRICK - 26783 sq ft STONE - 34229 sq ft
Secondary Material	GLASS - 8217 sq ft - 14.8%
Total Area	450141 sq ft - 100%



### BUILDING SIGNAGE:

1. ALL SIGNAGE SHALL BE IN LETTERS OF EQUAL SIZE AND COLOR.
2. ALL SIGNAGE SHALL BE IN LETTERS OF EQUAL SIZE AND COLOR.
3. ALL SIGNAGE SHALL BE IN LETTERS OF EQUAL SIZE AND COLOR.
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5. ALL SIGNAGE SHALL BE IN LETTERS OF EQUAL SIZE AND COLOR.
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19. ALL SIGNAGE SHALL BE IN LETTERS OF EQUAL SIZE AND COLOR.
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21. ALL SIGNAGE SHALL BE IN LETTERS OF EQUAL SIZE AND COLOR.
22. ALL SIGNAGE SHALL BE IN LETTERS OF EQUAL SIZE AND COLOR.

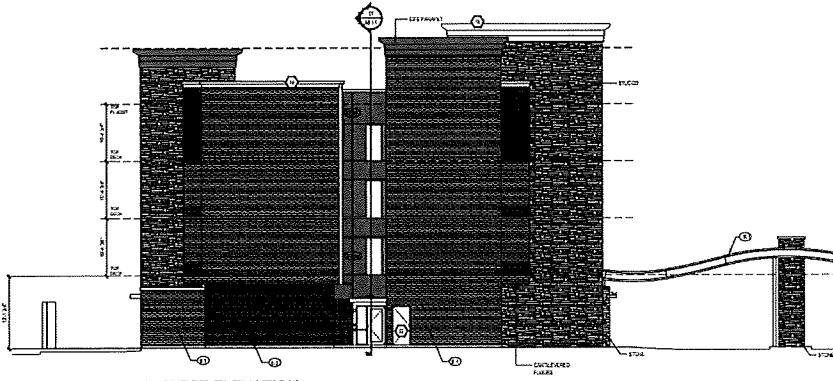
**FAIRFIELD**  
DESIGN  
ARCHITECT  
2500 SOUTH  
CORN, TEXAS 75063

Project Manager  
**FR PATEL DESIGN**  
&  
Project Architect  
Benjamin Cortez, AIA

OWNER  
**6Q Hospitality**  
7034 Mesa Verde Ave.  
Dallas Texas-75063

**FAIRFIELD**  
DESIGN  
ARCHITECT  
2500 SOUTH, CORNITH  
TEXAS

FACADE MATERIAL		Surface area including abstraction and window
Calculation Per UDC Section 2.03.04		WEST
Area		
Primary Material	BRICK - 4757 sq ft STONE - 1142 sq ft	3722 sq ft 81%
Secondary Material	STUCCO	276 sq ft 7%
Total Area		3998 sq ft 100%



02 WEST ELEVATION  
SCALE 1/8\"/>

**GENERAL NOTES**

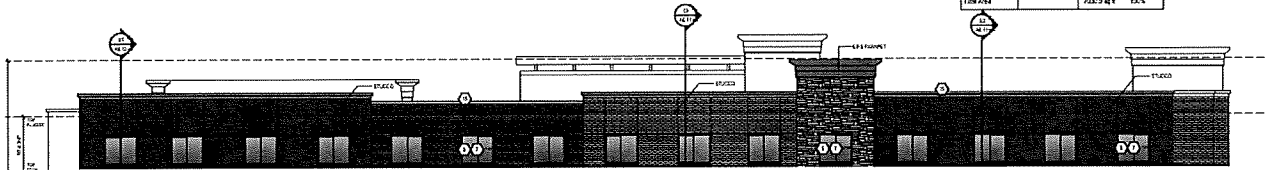
1. BUILDING ELEVATIONS ARE APPROXIMATE AND SHALL VARY BASED ON STRUCTURAL SYSTEM
2. FINISHES EXIST FOR THE MOST PARTS OF ELEVATIONS FOR AESTHETIC QUALITY
3. GUARANTEE FINISH TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
4. ALL DOWNSPUTES MUST HAVE DRAINAGE

**KEY NOTES**

- 01 APPROXIMATE LINE OF FINISH
- 02 ARCHITECTURE EXCEPT FOUNDATION WALL
- 03 ARCHITECTURE
- 04 TYPICAL SECTION THROUGH TO GRADE FINISH
- 05 TYPICAL SECTION THROUGH TO UPPER FINISH
- 06 SECTION FINISH TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 07 DATA WINDOW & FINISHES EXIST FOR THE GRADE. GRADE AND FINISHES SHALL BE AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.
- 08 ALUMINUM WINDOW SYSTEM BY PERSON SPECIFYING AND SEE SPECIFICATIONS
- 09 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 10 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 11 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 12 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 13 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 14 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 15 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 16 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 17 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 18 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 19 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 20 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 21 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS
- 22 FINISHES TO BE OF EQUAL OR BETTER QUALITY THAN INDICATED ON THESE ELEVATIONS

MATERIAL TAG	MATERIAL LEGEND	
01	Primary Material	Manufacturer: Acme brick color: Galena
02	Primary Material	Manufacturer: Acme brick color: Charcoal gray
03	Primary Material	Manufacturer: Texas stone color: Mesa Gray Stock stone
04	Secondary Material	Finish: stucco color: SW6631 (teal)
05	Primary Material	Finish: stucco color: SW6632 (teal)
06	Roofing Material	Roofing Material for canopy roof color: Interlock color: Mission Gray
07	Aluminum window	Manufacturer: window color: Bronze

FACADE MATERIAL		Surface area including abstraction and window
Calculation Per UDC Section 2.03.04		West
Area		
Primary Material	BRICK - 4757 sq ft STONE - 1142 sq ft	3722 sq ft 81%
Secondary Material	STUCCO	276 sq ft 7%
Total Area		3998 sq ft 100%



**FAIRFIELD**  
ARCHITECTS  
KENTON SOUTH  
Denton, Texas Project # 2024

Project Manager  
**RK PATEL DESIGN**  
&  
Project Architect  
Benjamin Cortez, AIA

OWNER  
**60 Hospitality**  
7024 Mesa Verde Ave,  
Dallas Texas-75063

**FAIRFIELD**  
ARCHITECTS  
Denton South, Coimth  
Texas

EXHIBIT "A.4."

**L.L.C. CERTIFICATE OF FORMATION**

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

## Office of the Secretary of State

March 22, 2017

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.  
101 N. Brand Blvd, 10th Floor  
Glendale, CA 91203 USA

RE: 6Q Hospitality, LLC  
File Number: 802679624

-----  
It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure

Date of this notice: 03-24-2017

Employer Identification Number:  
82-0928457

Form: SS-4

Number of this notice: CP 575 G

6Q HOSPITALITY LLC  
JAY PATEL SOLE MBR  
7034 MESA VERDE AVE  
IRVING, TX 75063

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-0928457. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is 6QHO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.





Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

6Q Hospitality, LLC  
File Number: 802679624

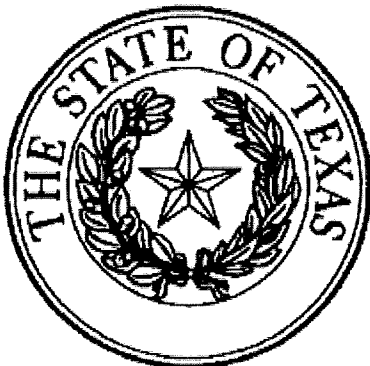
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.


Dated: 03/22/2017

Effective: 03/22/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State

Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709  Filing Fee: \$300	  <b>Certificate of Formation          Limited Liability Company</b>	Filed in the Office of the Secretary of State of Texas Filing #: 802679624 03/22/2017 Document #: 723515720002 Image Generated Electronically for Web Filing
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**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:  
**6Q Hospitality, LLC**

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above) by the name of:  
**United States Corporation Agents, Inc.**

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:  
**9900 Spectrum Drive Austin TX 78717**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.  
 The names and addresses of the governing persons are set forth below:

Managing Member 1: **Jay Patel** Title: **Managing Member**

Address: **7034 Mesa Verde Ave. Irving TX, USA 75063**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**Cheyenne Moseley      101 N. Brand Blvd., 11th Floor, Glendale, CA 91203**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Cheyenne Moseley**

Signature of Organizer

FILING OFFICE COPY

EXHIBIT "A.S."

**L.L.C. CERTIFICATE OF RESOLUTION**

L.L.C. CERTIFICATE OF RESOLUTION

The undersigned Members of 6Q Hospitality, L.L.C., a limited liability company duly organized under the laws of the State of Texas (the "L.L.C."), hereby certify that the following resolutions were duly adopted by said Members of the L.L.C. on the 01 day of October, 20 17 and that such resolutions have not been modified or rescinded as of the date hereof:

**RESOLVED**, that Jay Patel, is hereby authorized and directed for and on behalf of the L.L.C. to execute all legal documents with regard to entering into an economic development incentive agreement with the City of Corinth, Texas (the "CITY") and the Corinth Economic Development Corporation (the "CEDC") to construct and operate a hotel and conference center in the City of Corinth, Texas as approved by him/her as being in the best interests of the L.L.C.; and to take any and all further actions which may be necessary or appropriate to commence and complete said construction and operation of the hotel and conference center in such a manner as being, in his/her opinion, in the best interests of the L.L.C.

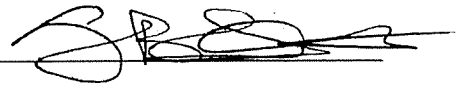
**RESOLVED**, that this action may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one action.

**IN WITNESS, WHEREOF**, the undersigned has executed this instrument as of this 01 day of October, 20 17.

Written Name of Member and Title: Jay Patel managing member  
Signature Name of Member: [Signature]


Date: 10 / 01 / 2017

Written Name of Member and Title: tl li

Signature Name of Member: 

Date: 10 / 01 / 2017

Written Name of Member and Title: Jay Patel

Signature Name of Member: 

Date: 10 / 01 / 2017