

AGREEMENT FOR BUSINESS GRANT BETWEEN
THE CITY OF WACO AND KB HOTELS, LLC

This Agreement for Business Grant ("Agreement") is entered into pursuant to Chapter 380 of the Texas Local Government Code by and between the **CITY OF WACO, TEXAS** (hereinafter "CITY"), a home rule city and municipal corporation of McLennan County, Texas, acting herein by and through its City Manager and KB HOTELS, LLC or its Affiliates (hereinafter "KB").

RECITALS:

WHEREAS, in order to provide for investment in areas in need of revitalization by businesses which result in the creation of new jobs, new income and provide for positive economic growth and economic stabilization beneficial to the City as a whole; and

WHEREAS, CITY is the administrator of the City of Waco Business Grant Program which provides incentives to new or expanding businesses in the City of Waco; and,

WHEREAS, on October 16, 2018, pursuant to Resolution No. 2018-941, the City Council authorized the CITY to enter into this Business Grant Agreement with KB; and,

WHEREAS, in consideration of business grant incentives from CITY, KB will build three new hotels in Waco, McLennan County, Texas and will create and retain jobs in Waco, McLennan County, Texas; and,

WHEREAS, KB and CITY desire to enter into this Agreement for Business Grant; and,

NOW, THEREFORE, for the promises and considerations set forth herein, the parties to this Agreement agree as follows:

DEFINITIONS

"Affiliates" means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with Kiran Bhatka. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Kiran Bhatka or (b) direct or cause the direction of management or policies of Kiran Bhatka, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of Kiran Bhatka or any Affiliate of such lender.

"Commissionable conference room block" shall mean a block of hotel rooms that a third-party meeting planner secures with a contract at a negotiated rate.

"Non-commissionable conference room block" shall mean a block of hotel rooms that is not secured by a third-party meeting planner.

“Rack rate” shall mean the official or advertised price of a hotel room, on which a discount is usually negotiable.

I.

KB COMMITMENTS

1.1 PROPERTY INVESTMENT – KB owns real property on the east side of Martin Luther King, Jr., Blvd., of approximately 7.403 acres total. KB is building three new hotels (Cambria, Even, and Holiday Inn Express) (hereinafter “Hotels” collectively and each singularly “Hotel”) on the property with capital investment of no less than \$21,700,000.00, being no less than \$19,250,000.00 in real property improvements, no less than \$2,450,000.00 in personal property improvements, and other improvements which shall include the total cost of building, constructing, and designing the Hotels (collectively the “Total Project Investments”) and create no less than 85 new full-time jobs with benefits and no less than 20 new part-time jobs, for a total new job commitment of no less than 105 new jobs. The legal description of the real property and the site plan for the Hotels are attached hereto as **Exhibit “A”** and hereby made a part of this Agreement for all purposes, and being more specifically described in KB’S Application for Business Grant (“Application”) attached hereto as **Exhibit “B”** and hereby made a part of this Agreement for all purposes (the “PREMISES”).

1.1.1 Real Property Investment – KB will invest no less than \$19,250,000.00 in taxable real property improvements at the PREMISES, as determined by McLennan County Appraisal District (“MCAD”), or may demonstrate the same via Total Project Investments by documentation of actual expenditures on the PREMISES provided by KB to City by December 31, 2023. If the determination of investment is done by documentation provided by KB, and not by MCAD, City will review documentation provided to City by KB and determine whether KB met its investment commitment. KB agrees that all \$19,250,000.00 of the real property improvements, the subject of this Agreement, will be taxable and that no tax exemptions will be sought for these real property improvements by KB.

1.2 EMPLOYMENT REQUIREMENTS - For purposes of this Agreement, “full-time job” means a permanent, full-time job that requires a minimum of forty (40) hours of work per week, provides health insurance benefits, and is a year-round job that pays a minimum of nine dollars per hour (\$9.00/hr.). KB shall create no less than forty (40) new full-time jobs and ten (10) part-time jobs at the PREMISES by December 31, 2022 (the “1st Job Requirement”). KB shall create no less than eighty-five (85) total full-time jobs and twenty (20) total part-time jobs at the PREMISES by December 31, 2023 (the “Total Job Requirement”). Thereafter, KB shall retain the 85 new full-time jobs and the 20 new part-time jobs through the entire term of this Agreement. For purposes of this section, any tipped wage employee, as that term is defined under the Fair Labor Standards Act (FLSA), retained by KB shall not be required to make a minimum of nine dollars per hour (\$9.00/hr.), but shall be paid according to the state minimum wage required by the FLSA (currently \$2.13/hr.) but that employee shall, at all times, count towards KB meeting its First and Total Job Requirements.

1.2.1 Extensions - If KB determines that the Hotels will not be completed within the timeframe set forth herein, and therefore delaying the Total Job Requirement deadline of December 31, 2023, then KB must provide written notice to the City no later than December 1,

2023, stating the reasons for the delay and request an extension of the deadline(s) contained herein. In the event such extension request is granted to KB, the City Manager is authorized to issue an extension for up to an additional one hundred eighty (180) days. If more than one hundred eighty (180) days is requested, approval of such extension must be given by the City Council of the City of Waco.

1.2.2 Annual Certification of Employment - On or before February 1, 2022 and on or before February 1st of each subsequent year, up to and including the year immediately following the termination of this Agreement, KB shall provide CITY with an Annual Certification of Employment (as of December 31st of the prior year) including an employee roster showing a unique identification number, address including zip code, date of hire, whether the person is a part-time or full-time employee, and wage. An example of an acceptable employee roster is attached hereto as **Exhibit "C"**. Every time that KB submits its yearly employee roster in the format required by CITY, KB shall also submit a letter certifying that KB meets its obligations under this Agreement, including the employment requirements. If KB is not able to certify that it is in compliance with the requirements of this Agreement, KB shall submit a notarized letter of explanation with a proposed strategy to resolve the shortcomings. After providing prior reasonable notice to KB, CITY shall have the right during regular business hours to conduct a review of KB's records to verify the employment data. CITY agrees that all KB employee data it receives or views pursuant to this Agreement will be treated as confidential in accordance with all applicable laws, subject to the provisions of Section 1.2.3. In the event KB fails to provide the Annual Certification of Employment, CITY will notify KB in writing and KB shall have fifteen (15) days in which to provide the Annual Certification of Employment. If KB fails to provide the above-requested information, it shall be subject to the enforcement and termination provisions of this Agreement.

1.2.3 Public Information Requests for Information in Annual Certification of Employment. KB acknowledges that the City of Waco is subject to the provisions of the Texas Public Information Act as set forth in Chapter 552 of the Texas Government Code. Notwithstanding Section 1.2.2, if a public information request is made to CITY for information contained in an Annual Certification of Employment provided by KB in accordance with the Public Information Act, CITY will send a request to the Texas Attorney General for a decision as to whether or not such information may be withheld from disclosure and will release such information if required to do so by Texas or federal law, as interpreted by the Texas Attorney General. CITY will notify KB that such public information request has been made so that KB can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that KB can assert any other rights it may have under law to keep such information from being disclosed. Also, notwithstanding Section 1.2.2, if CITY is required to make disclosure of information contained in an Annual Certification of Employment provided by KB pursuant to a court order, subpoena or summons, CITY shall notify KB to allow KB to assert whatever exclusions or exemptions may be available to KB under applicable law. KB acknowledges that CITY must comply with such court order, subpoena or summons unless otherwise determined by the applicable court. The provisions of this Section shall survive the termination of this Agreement.

1.3 HOTEL BLOCK REQUIREMENT – KB agrees to provide to the City of Waco's

Convention Center (“Convention Center”) and Convention & Visitors Bureau (“CVB”) no less than 40 committable rooms per Hotel per night during a large, Priority 1 (“P-1”) citywide convention. (KB acknowledges that a P-1 citywide convention is defined by the Convention Center’s priority booking policy and is subject to revision throughout the term of this Agreement.) Each Hotel’s booking calendar will be kept open for P-1 conventions more than 18 months in advance of the convention to be in-line with the Convention Center’s priority booking policy. The requested dates for P-1 bookings should not conflict with annual citywide events hosted in Waco by Baylor such as Baylor home football games (conference games only), family weekend, May graduation or Baylor move-in events. KB agrees to commit to a forty-eight (48) hour maximum response time for bids issued from the CVB. KB agrees to provide access to the client to host one complimentary pre-conference meeting in one of the hotels’ meeting space/boardroom subject to availability. KB agrees to provide one complimentary sleeping room per every 40 rooms booked in each Hotel. The P-1 convention clients will have access to the gathering areas and will partner with the CVB to plan events at the hotels with all meeting rooms at standard rates. KB will guarantee discount of 25% off the rack rate for non-commissionable conference room blocks per Hotel, and 20% discount on commissionable conference room blocks per Hotel. KB will provide free Wi-Fi and free parking to the room block P-1 clients at each Hotel. Collectively, all of the commitments in this Section 1.3 will be hereinafter referred to as the “Hotel Block Requirement.”

1.4 PAYMENT OF TAXES AND ASSESSMENTS - KB agrees to pay all taxes and assessments (unless otherwise exempted or abated) it owes to CITY prior to such taxes and/or assessments becoming delinquent, provided that KB shall have the right to dispute in good faith the validity or application of any such tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion. In the event KB does dispute any such tax or assessment, it shall nevertheless promptly pay to the local tax office prior to the taxes becoming delinquent, all taxes and assessments which it is not so disputing. If KB undertakes any such dispute, it shall so notify CITY in writing and keep CITY apprised of the status of such dispute. All appraisal disputes are subject to the provisions of Section 3.5 of this Agreement. Should KB be unsuccessful in any dispute, KB shall promptly pay the taxes and any resulting penalties and/or interest.

1.5 INDEMNIFICATION - KB AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE INSTALLATION OF SAID TOTAL PROJECT INVESTMENTS, AND SUCH USE UNDER THIS AGREEMENT, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY TO THE EXTENT CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, KB’S NEGLIGENCE IN SAID CONSTRUCTION, INSTALLATION OR USE HEREUNDER.

1.6 INSURANCE - During the term of this Agreement, KB shall keep the PREMISES insured against loss or damage by fire or any other casualty in commercially reasonable amounts. KB shall furnish the City of Waco Risk Management Office with all certificates

of insurance evidencing such insurance coverage within 30 days of full execution of this Agreement. In the event PREMISES is damaged by fire or any other casualty during the term of this Agreement, if KB pursues diligent completion of such damages in order to repair, replace, remodel or renovate PREMISES then the grant as provided for in this Agreement shall be suspended during the time that the PREMISES is being repaired, replaced, remodeled or renovated and shall re-commence when PREMISES is restored the grant shall commence for the remaining term of the Agreement, which shall be automatically extended for the same amount of the time that the PREMISES is being repaired, replaced, remodeled, or renovated. Should KB decide not to repair, replace, remodel or renovate the damaged PREMISES, then the grant as provided for in this Agreement shall cease completely. Within ninety (90) days of the date such damage to PREMISES occurs, KB shall submit written notice of intent to the Waco City Manager setting forth the dates KB anticipates starting and completing the repair, replacement, remodeling or renovation of the damaged PREMISES. In the event that KB does not provide CITY with all required notices and/or documents hereunder, it shall not initially be deemed an event of default, but CITY shall send written notice to KB of its failure to provide Certificate(s) of Insurance and KB shall have fifteen (15) days to provide such Certificate(s) of Insurance. If KB fails to provide the Certificate(s) within 15 days of the CITY'S notice, then the Penalty Provisions of Section 3.6 shall apply.

1.7 INSPECTION - At all reasonable times during the construction and/or installation and use of the PREMISES during the term of this Agreement, KB shall permit CITY and its respective designees to inspect PREMISES, after providing two (2) days advance notice, in order to assure that all construction, workmanship, materials and installations involved in or incident to the project are performed in substantial compliance with any PLANS or revised PLANS, submitted to and approved by CITY. KB agrees to construct and/or install and use said PREMISES in accordance with all applicable laws, ordinances, codes, rules, requirements, or regulations of the City of Waco, McLennan County, the State of Texas, and the United States, and any subdivision, agency, or authority thereof.

1.8 CITY RIGHT OF REVIEW: CITY has the right to review all of KB'S invoices related to the construction and installation of the PREMISES the subject of this Agreement, which includes the right of CITY to examine and obtain copies of all invoices related to the construction and installation of the improvements the subject of this Agreement.

II.

THE CITY OF WACO COMMITMENTS

2.1 INCENTIVE GRANT – In exchange for KB investing no less than \$19,250,000.00 at the PREMISES as defined herein, by December 31, 2021; and, KB complying with the employment and hotel block requirements of this Agreement, CITY agrees to provide KB with a refund of 55% of the direct City of Waco hotel occupancy tax ("HOT") actually paid by the three hotels on the PREMISES to the City ("Grant") with a 50% cap on over performance on present HOT revenue projections, and a minimum HOT revenue generation requirement as set forth in 3.3, and as shown in the following table:

year	Projected Hotel Occupancy revenues for 3 hotels combined	anticipated 55% grant based on projected revenues	50% cap on overperformance of HOT Tax revenue overage allowed for the year	total allowed HOT revenues to be counted toward grant for year (anticipated revenue + 50%)	55% of the maximum capped amount = maximum possible grant payment for that year
1	\$ 468,942	\$ 257,918	\$ 234,471	\$ 703,413	\$ 386,877
2	\$ 700,408	\$ 385,224	\$ 350,204	\$1,050,612	\$ 577,837
3	\$ 867,371	\$ 477,054	\$ 433,686	\$1,301,057	\$ 715,581
4	\$ 902,745	\$ 496,510	\$ 451,373	\$1,354,118	\$ 744,765
5	\$ 942,225	\$ 518,224	\$ 471,113	\$1,413,338	\$ 777,336
6	\$ 983,262	\$ 540,794	\$ 491,631	\$1,474,893	\$ 811,191
7	\$1,025,912	\$ 564,252	\$ 512,956	\$1,538,868	\$ 846,377

Upon the expiration of the seven (7) year period this agreement shall terminate. Improvements not identified in **Exhibit “A”** are not subject to a grant under this Agreement.

2.2 Payment – Throughout the term of this Agreement, KB will submit, on the anniversary of the date the agreement was fully executed, a payment request for that year’s Grant amount. The payment request must include the total amount of City of Waco HOT revenues paid by KB for that year.

III. COMPLIANCE AND REDUCTION/RECOVERY OF GRANT

3.1 JOB RETENTION COMPLIANCE – As set out in Section 1.2, and pursuant to any extension granted under Section 1.2.1, KB must create and fill no less than eighty five (85) new full-time jobs at the PREMISES by December 31, 2023. KB shall create no less than 20 new part-time jobs at the PREMISES by December 31, 2023. KB shall retain the 85 new full-time jobs and the 20 new part-time jobs through the entire term of this Agreement and, shall fulfill its total job retention commitment through December 31, 2030. If KB does not meet the total job retention commitment of 85 jobs through December 31, 2030, CITY may reduce the grant payments to KB by an amount equal to the percentage of decrease in KB’s employment numbers; or, may cancel the grant payments to KB and require repayment of grant funds as set out below.

3.1.1 Partial Compliance with Job Retention - If during any year during the term of this Agreement, KB decreases its level of employment below the number of jobs required to be created and filled for such year, as set out in Section 3.1, CITY shall reduce the grant

payable to KB for such year by an amount equal to the percentage of the decrease in KB'S employment numbers, subject to Sections 3.1.2 and 3.1.3, below. For example purposes only, if KB is eligible to receive a grant of \$1,000.00 for the year 2023, but KB has reduced its employment numbers from 85 jobs to 80 jobs, being 95% of the required number of full-time jobs for that year (partial employee percentage rounded down to a full number), then KB will only be entitled to receive \$950.00 of the grant. A lesser pro rata reduction may be considered, relative to the amount of time that compliance was achieved.

3.1.2 Temporary Failure to meet Job Retention – If during any year during the term of this Agreement, the number of KB's jobs falls below the number of jobs required to be created and filled for such year, as set out in Section 3.1, but remains at least ninety percent (90%) of the required number of jobs for such year due to normal attrition, that event will not be used as a basis for terminating this Agreement or requiring repayment of a pro-rata reduction of the grant funds for such year, unless KB does not reasonably attempt to fill the vacant job positions through its normal hiring processes. KB will provide documentation required by CITY to verify KB's reasonable attempt to fill those vacant positions.

3.1.3 Noncompliance with Job Retention – If KB provides an Annual Certification of Employment that demonstrates that its level of employment during any year of the term of this Agreement has fallen below eighty-five percent (85%) of the total job retention commitment for such year, as set out in Section 3.1, then CITY may require KB to repay the grant payment, if any, for that year and cancel all future grant payments. KB shall make the repayment of grant funds to CITY upon sixty (60) days written demand by CITY.

3.2 Noncompliance With Total Value of Real Property Improvements – If by December 31, 2023, KB has not invested at least \$19,250,000.00 in total real property improvements as set forth in this Agreement, CITY shall reduce the grant by an amount equal to the percentage of decrease in KB'S investment in real property improvements, subject to Section 3.2.1. For example, if by December 31, 2023, KB has invested a total of \$18,287,500.00 (95% of the required investment amount) in real property improvements, then KB's grant will be reduced by five percent (5%). In that event, KB will be required to repay CITY five percent (5%) of all grant funds received, if any, and all future grant payments may be reduced accordingly by CITY. Repayment of grant funds shall be made by KB upon sixty (60) days written demand by CITY. For the purposes of calculating the appropriate remedies for noncompliance, the remedy for noncompliance with the total job retention commitment shall be applied before the remedy for noncompliance with the total value of required real property improvements.

3.2.1 Noncompliance by Fifteen Percent (15%) or More With Total Value of Real Property Improvements - In the event that KB does not complete at least \$14,437,500.00, being eighty five percent (85%) of \$19,250,000.00, in real property improvements at the PREMISES by December 31, 2022, KB will not be entitled to any grant pursuant to this Agreement and this Agreement may be terminated upon the giving of written notice to KB by CITY. In that event, KB will be required to repay CITY any grant received by KB, if any, and all future grant payments may be cancelled by CITY. Repayment shall be made by KB upon sixty (60) days written demand by CITY.

3.3 Noncompliance by Not Meeting Threshold of a Minimum of 50% Projected Tax

Revenue – In the event that KB does not generate at least 50% of the projected HOT revenue for any grant year, KB will not be entitled to any grant pursuant to this Agreement for that year. The minimum HOT revenue generation required to receive the Grant per year are as follows:

Grant Year 1: \$234,471.00
Grant Year 2: \$350,204.00
Grant Year 3: \$433,686.00
Grant Year 4: \$451,373.00
Grant Year 5: \$471,113.00
Grant Year 6: \$491,631.00
Grant Year 7: \$512,956.00

3.4 Noncompliance by Not Meeting the Hotel Block Requirement – In the event KB fails to meet the Hotel Block Requirement, as set forth in Section 1.3, for any year, KB will not be entitled to any grant pursuant to this Agreement for that year.

3.5 Appraisal Disputes – KB shall have the right to dispute any assessment of the value of the real property improvements by MCAD. KB agrees that the estimated fair market value after completion of all real property improvements at the PREMISES for purposes of this Agreement will be no less than \$19,250,000.00 (“Appraisal Dispute Value”). If during the term of this Agreement, as the result of an appraisal dispute initiated by KB or an agent or representative of KB, MCAD values the real property improvements at an amount below \$19,250,000.00 after the project’s completion, then KB shall be required to repay the CITY all grant funds awarded and paid by CITY and will not be entitled to any further grant funds. Repayment of grant funds shall be made by KB upon sixty (60) days written demand by CITY. As provided by this Agreement, grant funds will not be disbursed until all appraisal disputes have been finalized and the taxes have been paid. This provision for reduction of the amount of grant funds that may be paid by City will remain in effect even if the appraisal dispute of the property is initiated by a subsequent third party purchaser, transferee, or owner of the Property, or the agent or representative of a subsequent third party purchaser, transferee, or owner of the Property. The provisions of this Section shall continue and remain in full force and effect for the entire term of this Agreement as set out in Section 2.1, above. OWNER agrees to execute a “Memorandum of Unrecorded Agreement” or similar document for filing with the official public records of the McLennan County Clerk memorializing this covenant to provide notice to any third party purchaser, transferee, or owner of the Property.

3.6 PENALTY PROVISIONS – In the event KB (a) does not diligently, faithfully, and conscientiously pursue the construction and/or installation of said PREMISES; (b) does not maintain the PREMISES in good condition, reasonable wear and tear excepted; (c) fails to repair, replace, remodel or renovate any material damage or destruction of the PREMISES as provided for in this Agreement; (d) fails to use the PREMISES for the purposes that are contemplated by this Agreement and/or allows the PREMISES to become vacant; (e) fails to maintain the number of jobs as set forth herein; (f) knowingly makes a false or incorrect statement or representation in any certificate, report or other instrument furnished in connection with this Agreement in any material respect that proves to have been false or incorrect when made; (g) fails to pay all taxes in the manner required by this Agreement, or (h) fails to comply with the Hotel Block Requirement, then CITY shall give KB written notice

of such deficiencies or failures. If KB has not complied with or made satisfactory efforts to comply within sixty (60) days of said written notice, CITY may, subject to any more specific remedy provisions provided elsewhere in this Agreement, renegotiate, suspend or terminate this Agreement and/or require KB to repay the CITY all or a pro-rata portion of the grant funds awarded under the Agreement. Repayment of the grant funds shall be made by KB upon sixty (60) days demand therefore by the CITY. In event of termination by the CITY, the PREMISES shall not be entitled to a grant as provided herein from and after the effective date of termination.

3.7 ADDITIONAL ENFORCEMENT PROVISIONS - If KB fails to certify its compliance and/or fails to comply with all of the terms of this Agreement, CITY may cancel and/or modify this Agreement following CITY'S written notice to KB of its failure to comply with the terms of this agreement and KB'S subsequent failure to cure such failure within 0) sixty (60) days of receipt of such notice. In the event that the CITY terminates this Agreement, KB shall make a repayment of all of the grant funds upon sixty (60) days written demand by CITY, except as provided in Sections 3.1.3, 3.3., and 3.4.

3.8 NON-APPROPRIATION OF FUNDS – The Texas Constitution prohibits a municipality from entering into an obligation which is not payable from current revenues without first levying a tax and creating a sinking fund to pay the obligation. CITY does not intend to levy a separate tax or create a sinking fund. Therefore, to preserve the validity of this Agreement, CITY may cancel this Agreement by non-appropriation in its budget for its obligations hereunder without penalty for liability for such cancellation, provided that CITY shall give KB written notice of its intention to non-appropriate for the succeeding fiscal year of CITY (which ends on September 30) at least 60 days before the end of the then current fiscal year of CITY. The foregoing being said, CITY presently intends to appropriate the amounts that lawfully come due under the Agreement in each year of this Agreement from available revenues of CITY, and will use its best efforts to do so.

IV.

KNOWING EMPLOYMENT OF UNDOCUMENTED WORKERS

DEVELOPER certifies that DEVELOPER does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if DEVELOPER is convicted of a violation under 8 U.S.C. Section 1324a(f), DEVELOPER shall repay to the City the full amount of any payments made under this Agreement, and interest thereon be charged at the Interest Rate from the date the payments were made. Repayment shall be paid within one hundred twenty (120) days after the date DEVELOPER receives notice of violation from the City.

V.

MISCELLANEOUS

5.1 REMEDIES - CITY shall have all remedies provided by law or in equity to recover the grant funds, and shall be entitled to recover all reasonable and necessary attorneys' fees and costs incurred in connection therewith.

5.2 **VENUE** - Texas law shall govern interpretation of this Agreement and all disputes hereunder. This Agreement is to be performed in McLennan County, Texas, and venue of any dispute between the parties shall be fixed in McLennan County, Texas.

5.3 **SIGNATURE AUTHORITY** - The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign, and have the express power to bind the parties for which they sign.

5.4 **NOTICE** - Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or other reliable courier.

Notice to the **CITY** shall be sent to:
City of Waco City Manager's Office
Attn: Bradley Ford
P.O. Box 2570
Waco, Texas 76702-2570

Notice to **KB** shall be sent to:
KB Hotels, LLC
c/o Kiran Bhatka
6610 Springwood Ct.
Temple, Texas 76502

With a copy to:
Patel Gaines, PLLC
c/o Rahul B. Patel
2030 N loop 1604 W, Suite 200
San Antonio, TX 78248

5.5 **WAIVER** - No waiver by either party of any provision of this Agreement shall be effective unless in writing and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

5.6 **ASSIGNMENT** - KB may not assign this Agreement, or the grant funds awarded hereunder, without the prior written approval of CITY, which approval shall not unreasonably be withheld.

5.7 **AGREEMENT AND BINDING AUTHORITY** - This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

5.8 **AMENDMENTS** - This agreement can be supplemented and/or amended by a dated written document executed by both parties. **To initiate such an amendment, KB should present the request in writing to the CITY.**

5.9 **ARTICLE AND SECTION HEADINGS** - The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope

of any provision of this agreement.

5.10 **PARTIAL INVALIDITY** - If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

5.11 **SEVERABILITY** - If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

(signature block on next page)

EXECUTED this 8th day of May, 2019.

KB HOTELS, LLC

By: [Signature]
Name: Kiran Bhatka
Title: Managing Member

ATTEST:

THE CITY OF WACO, TEXAS

By: [Signature]
Name: Wiley Stem III
Title: City Manager, City of Waco

ATTEST:
By: [Signature]
Esmeralda Hudson
City Secretary, City of Waco



APPROVED AS TO FORM AND LEGALITY:

[Signature]
Jennifer Richie
City Attorney, City of Waco

EXHIBIT "A"

LEGAL DESCRIPTION & PRELIMINARY SITE PLANS

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FIELD NOTES FOR A 7.403 ACRE (TRACT I) TRACT AND A 2.232 ACRE (TRACT II) TRACT OF LAND SITUATED IN THE TOMAS DE LA VEGA SURVEY, ABSTRACT NO. 43, McLENNAN COUNTY, TEXAS, AND BEING ALL OF THE REMAINDER OF THE TRACTS AS DESCRIBED IN DEEDS TO WACO AND NORTHWEST RAILROAD AND RECORDED IN VOLUME O, PAGE 352, VOLUME O, PAGE 678, VOLUME O, PAGE 717 AND VOLUME B, PAGE 63 OF THE DEED RECORDS OF McLENNAN COUNTY, TEXAS (D.R.M.O.T.), ALSO BEING A PORTION OF LOTS 1-12, BLOCK 1, LOTS 7-10, BLOCK 2, ALL OF LOTS 1-12, BLOCK 4, A PORTION OF LOTS 1-12, BLOCK 5 OF THE HOUSTON AND TEXAS CENTRAL RAILROAD ADDITION AS RECORDED IN VOLUME 21, PAGE 98 OF THE D.R.M.O.T., ALL OF AN 80 FOOT BY 300 FOOT STRIP OF LAND AS DESCRIBED IN A DEED TO HOUSTON AND TEXAS CENTRAL RAILROAD AND RECORDED IN VOLUME 162, PAGE 606 OF THE D.R.M.O.T., ALL OF THE REMAINDER OF A TRACT OF LAND AS DESCRIBED IN A DEED TO HOUSTON AND TEXAS CENTRAL RAILROAD AND RECORDED IN VOLUME 166, PAGE 406 OF THE D.R.M.O.T., AND ALL OF THE REMAINDER OF A TRACT OF LAND AS DESCRIBED IN A DEED TO HOUSTON AND TEXAS CENTRAL RAILROAD AND RECORDED IN VOLUME 169, PAGE 699 OF THE D.R.M.O.T.; SAID 7.403 ACRE (TRACT I) TRACT AND SAID 2.232 ACRE (TRACT II) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT I

BEGINNING at a 1/2 inch capped iron rod found for the west corner of Block 6 of said Houston and Texas Central Railroad Addition, being on the south line of said Waco and Northwest Railroad tract recorded in Volume O, Page 717 and being the intersection of the northwesterly Right of Way (R.O.W.) line of Martin Luther King Jr. Boulevard (variable R.O.W. width) and the southeasterly R.O.W. of Bridge Street (100 foot R.O.W. width) for the most westerly corner of the herein described tract;

THENCE, over and across the interior of said Waco and Northwest Railroad tracts, the following four (4) courses and distances:

- 1) N 34° 50' 34" E, a distance of 681.74 feet to a Mark nail found in asphalt for an angle point hereof;
- 2) S 84° 43' 47" E, a distance of 90.73 feet to a 1/2 inch capped iron rod found and stamped "LBTH RPLS 5878" for an angle point hereof;
- 3) N 34° 22' 64" E, a distance of 145.36 feet to a 3/8 inch iron rod found for the north corner hereof, being on the southwesterly line of a 20 foot wide alley;
- 4) S 84° 64' 19" E, with the southwesterly line of said alley, a distance of 607.59 feet to a 1/2 inch iron rod found on the northwesterly line of Taylor Street (100 foot R.O.W. width) being a called 1.499 acre tract of land as described in a deed to the City of Waco and recorded in Volume 1148, Page 116 of the Official Public Records of McLennan County, Texas (O.P.R.M.O.T.).

THENCE, continuing over and across the interior of said Waco and Northwest Railroad tracts and with the northwesterly R.O.W. line of said Taylor Street, the following four (4) courses and distances:

- 1) S 05° 46' 51" W, a distance of 154.66 feet to a 1/2 inch capped iron rod set and stamped "Wallace Group" being the beginning of a curve with a central angle of 29° 58' 42", having a radius of 622.98 feet, a long chord of S 22° 19' 54" W and a chord distance of 248.97 feet;
- 2) Along said curve to the right, an arc distance of 246.24 feet to a 1/2 inch capped iron rod found and stamped "LBTH RPLS 5879" for an angle point hereof;
- 3) S 35° 47' 11" W, a distance of 185.46 feet to a 1/2 inch iron rod found being the beginning of a curve with a central angle of 03° 21' 33", having a radius of 1,600.48 feet, a long chord of S 37° 58' 42" W and a chord distance of 67.66 feet;
- 4) Along said curve to the right, an arc distance of 67.97 feet to a 1/2 inch iron rod found, for the intersection of the northwesterly R.O.W. line of said Martin Luther King Jr. Boulevard and the northwesterly R.O.W. line of said Taylor Street, being the beginning of a curve with a central angle of 05° 43' 27", having a radius of 2,100.84 feet, a long chord of N 66° 46' 55" W and a chord distance of 216.79 feet for the south corner hereof.

THENCE, continuing over and across the interior of said Waco and Northwest Railroad tracts and with the northeasterly R.O.W. line of said Martin Luther King Jr. Boulevard, the following two (2) courses and distances:

- 1) Along said curve to the right, an arc distance of 216.85 feet to a 1/2 inch iron rod found for an angle point hereof;
- 2) N 74° 30' 41" W, a distance of 160.63 feet to a 1/2 inch iron rod found being on the south line of said Waco and Northwest Railroad tract recorded in Volume O, Page 717 for an angle point hereof;

THENCE, N 68° 52' 34" W, continuing with the southeasterly R.O.W. line of said Martin Luther King Jr. Boulevard and with the south line of said Waco and Northwest Railroad tract recorded in Volume O, Page 717, a distance of 166.21 feet to the POINT OF BEGINNING and containing 7.403 acres of land more or less.

and

4829-6519-7914.1

BEGINNING at a 1/2 inch iron rod found in concrete at the northeasterly Right of Way (R.O.W.) line of Martin Luther King Jr. Boulevard (variable R.O.W. width) being on the south line of said Waco and Northwest Railroad tract recorded in Volume O, Page 717 and being the east corner of a ceded 1.82 acre tract of land as described in a deed to the City of Waco and recorded as tract No. 3 in Volume 1106, Page 8 of the O.P.R.M.C.T., for the southeast corner of the herein described tract;

THENCE, N 82° 42' 42" W, over and across the interior of said Waco and Northwest Railroad tracts and with the northeasterly R.O.W. line of said Martin Luther King Jr. Boulevard, a distance of 399.72 feet to a 1/2 inch capped iron rod set and stamped "Wallace Group" at the intersection of the northeasterly R.O.W. line of said Martin Luther King Jr. Boulevard and the southeasterly R.O.W. line of Taylor Street (100 foot R.O.W. width) for an angle point of the herein described tract;

THENCE, with the southeasterly R.O.W. line of said Taylor Street, continuing over and across the interior of said Waco and Northwest Railroad tracts, the following three (3) courses and distances:

1) N 03° 46' 12" W, a distance of 76.80 feet to a 5/8 inch iron rod found for an angle point hereof;

2) N 35° 47' 41" E, a distance of 116.35 feet to a 1/2 inch capped iron rod found and stamped "LETH RPLS 3678" being the beginning of a curve to the left with a central angle of 12° 58' 36", having a radius of 622.98 feet, a long chord of N 20° 18' 23" E and a chord distance of 140.70 feet;

3) Along said curve to the left, on a distance of 141.00 feet to a 1/2 inch capped iron rod set and stamped "Wallace Group" being the west corner of a ceded 14.88 acre tract of land as described in a deed to Exporters and Traders Company and Warehouse Company and recorded in Volume 1669, Page 171 of the O.P.R.M.C.T. for the north corner hereof;

THENCE, S 55° 24' 26" E, departing the R.O.W. of said Taylor Street, continuing over and across the interior of said Waco and Northwest Railroad tracts, for a distance of 473.93 feet to a 1/2 inch capped iron rod found and stamped "LETH RPLS 3678" being on the south line of said Waco and Northwest Railroad tract recorded in Volume O, Page 717 for the east corner hereof;

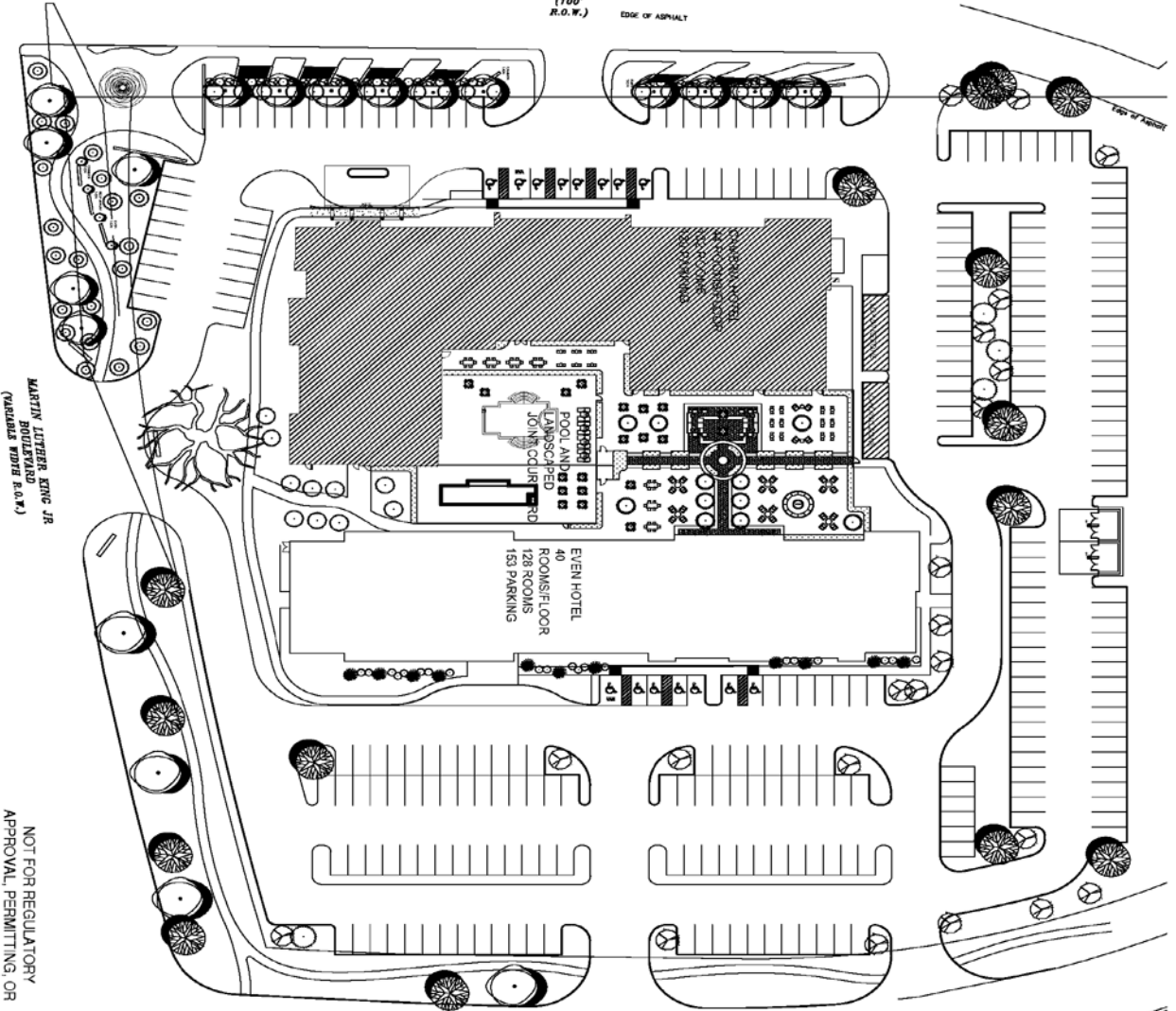
THENCE, S 69° 21' 58" W, with the south line of said Waco and Northwest Railroad tract recorded in Volume O, Page 717, a distance of 148.06 feet to the **POINT OF BEGINNING** and containing 2.232 acres of land more or less.

Lots 10-14 Blk 6
BGG Investors, LLC
MCC No. 2011018684
O.P.R.M.C.T.

Lots 1-6, Blk 6
H&TCRR ADDITION
VOL 21 PG 98
D.R.M.C.T.

BRIDGE STREET
(100' R.O.W.)

EDGE OF ASPHALT



TAYLOR STREET
(100' R.O.W.)

CONCRETE

TYPE SIGN

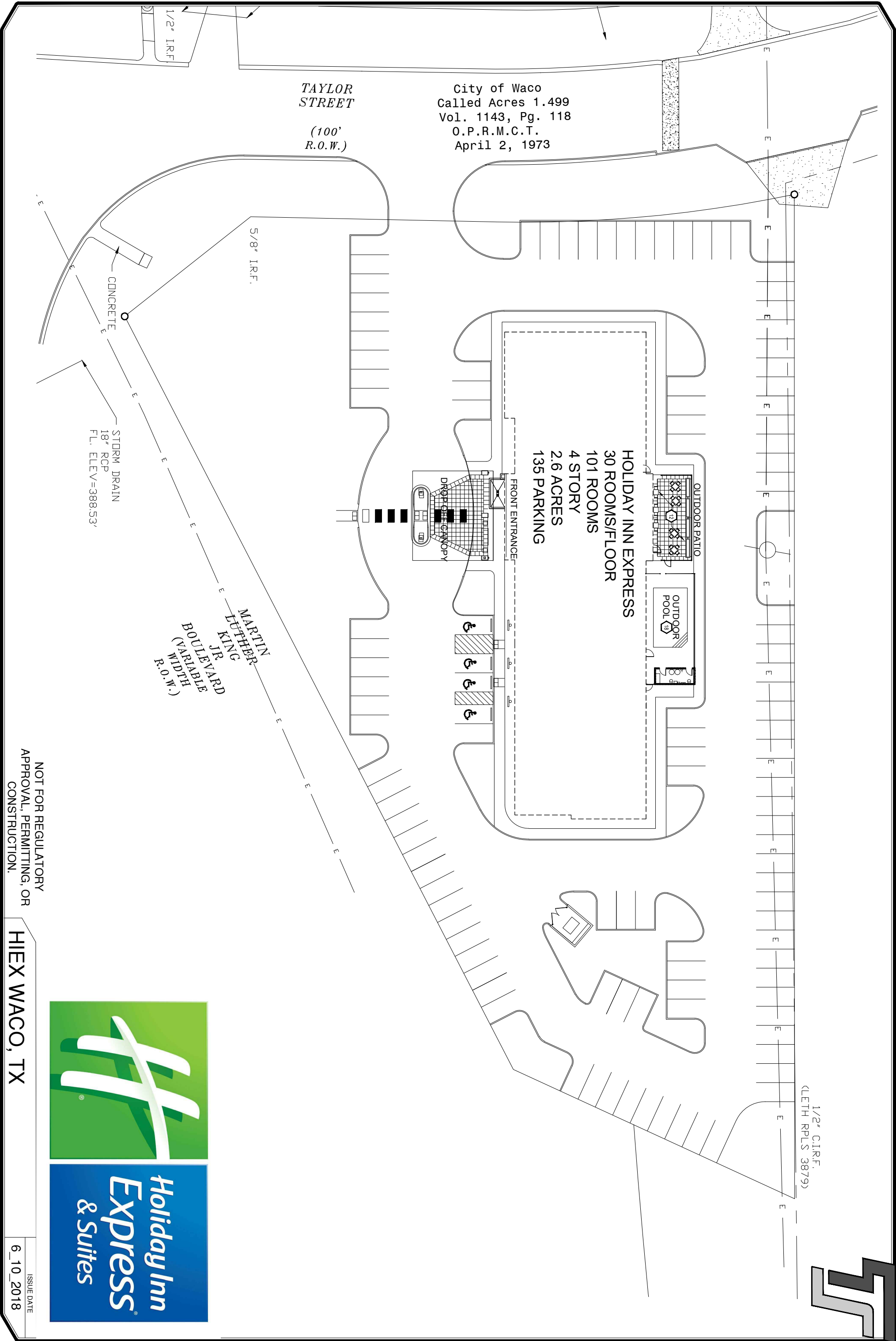
NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION.

CAMBRIA/EVEN WACO, TX

CAMBRIA

hotels & suites

8_8_2018
ISSUE DATE



City of Waco
Called Acres 1.499
Vol. 1143, Pg. 118
O.P.R.M.C.T.
April 2, 1973

TAYLOR
STREET

(100'
R.O.W.)

HOLIDAY INN EXPRESS
30 ROOMS/FLOOR
101 ROOMS
4 STORY
2.6 ACRES
135 PARKING

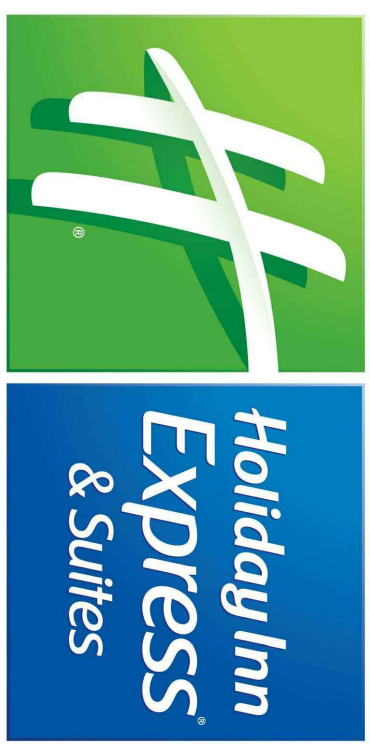
MARTIN
LUTHER
KING
JR
BOULEVARD
(VARIABLE
WIDTH
R.O.W.)

CONCRETE
STORM DRAIN
18" RCP
FL. ELEV=388.53'

1/2" C.I.R.F.
(LETH RPLS 3879)

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION.

HIEX WACO, TX



ISSUE DATE
6_10_2018

EXHIBIT "B"

APPLICATION FOR BUSINESS GRANT



P. O. Box 2570

Waco, Texas 76702-2570

(254) 750-5656

CITY OF WACO APPLICATION FOR BUSINESS GRANT

The purpose of this application is to present to the City of Waco and other taxing entities a reasonably comprehensive outline of the project for which business grant is requested. If **more space is needed, additional pages may be attached.**

IMPORTANT NOTE: TO ENSURE MAXIMUM BENEFIT, AN APPLICATION MUST BE SUBMITTED WITH APPLICATION FILING FEE AND AN AGREEMENT EXECUTED PRIOR TO THE START OF CONSTRUCTION. THIS PROCESS MAY TAKE TWO MONTHS (OR LONGER IF RE-ZONING, PLATTING, OR ANNEXATION IS REQUIRED).

BUSINESS DETAILS

1. Legal name and address of every business involved and applying for business grant (Ex. Another related company may own the land and lease to company operating at the facility.)
KB Hotels, LLC and/or assigns
6610 Springwood Ct
Temple, Texas 76502
2. Name, corporate position, address, telephone number and e-mail of person to whom questions and correspondence concerning this project should be addressed.
Mr. Kiran Bhatka,
Owner/Managing Member
6610 Springwood Ct
Temple, Texas 76502
254.760.5511
4kennyb@gmail.com
3. Name, corporate position, address, telephone number and e-mail of the contact person at headquarters.
Mr. Kiran Bhatka,
Owner/Managing Member
6610 Springwood Ct
Temple, Texas 76502
254.760.5511
4kennyb@gmail.com
4. Name, corporate position, address, telephone number, e-mail of the person(s) legally authorized to sign the contract on behalf of the company. (Provide a Corporate Resolution showing person/s with the authority to sign.)
Mr. Kiran Bhatka,
Owner/Managing Member
6610 Springwood Ct

Temple, Texas 76502
254.760.5511
4kennyb@gmail.com

5. What type of business (Corporation, Ltd. Partnership, etc.) is applying for business grant?
Limited Liability Company, KB Hotels, LLC
6. Provide the date the business was formed.
05/13/2015
7. Attach your Certificate of Filing from the Texas Secretary of State.
Submitted with Application
8. In what States and Cities is your business registered or located (attach a separate page if needed).
Throughout the State of Texas
9. Is the business in good standing with these States and cities?
Yes, the business maintains an active right to transact business in Texas.

PROJECT DETAILS

10. Attach an Executive Summary providing background details about the business, the products, goods, or services produced; and details about the proposed project and the products, goods, or services to be produced.
See attached proposal
11. Location of project (street address):
209 Bridge and 117 Taylor Waco, Texas 76704
12. Legal description (Lot, Block, Subdivision) of property to be developed.
Campbell & Tuttl Block 12162 Lot PART SUTTON- PART OF A3 1.79
ACRE, 6- 12 THRU 16, Acres 1.79

SUTTON Block 162 Lot A3 RR LAND Acres 1.886

SUTTON Block 162 4 5 LotA3 ALL 3.727 AC 6-11 6-17 PART OF A3
13. Provide survey and plat of property to be developed.
Previously submitted
14. Do you own the premises on which the improvements will be made?
Yes, purchased Feb 2018.
15. Describe the type of business to be conducted, and goods or services to be produced or provided.
A total of three hotels, approximately 370 rooms broken out as follows:

Cambria Hotel- approximately 132 units, bar/restaurant and fitness room. Event space will total 5,453 square feet and will have capacity to accommodate 300-

person banquet. Additionally, a board room and private dining space will be offered.

Even Hotel- approximately 128 units, fitness hotel with large gym, workout equipment in each guest rooms. Bar/restaurant, lap pool. Meeting space of 1,928 square feet with the capacity to accommodate 80-person banquet. An additional, separate boardroom will be offered as well.

Holiday Inn Express- approximately 110 units, fitness room, pool, single board room/flex space

16. Provide a detailed timeline for the project from the start of construction or installation to physical completion, and to the commencement of operations.
approximately 20 months
17. Is this business grant application for real property or personal property, or both?
Both

REAL PROPERTY DETAILS

18. For real property construction or expansion, what is the current assessed taxable value of the real property on which the new construction or expansion will be located (attach current MCAD Statement if available)?
\$907,660 based on the 2017 Finalized Values from MCAD. Statements are attached. The property has not been notified for tax year 2018.

If there is no assessed taxable value, what is the current market value, or purchase price? N/A

19. What is the value of the real property improvements to be added?
At least nineteen million two hundred and fifty thousand and no/100 dollars
20. For real property, provide a summary description of the new facility or expansion. Attach a drawing to include estimated square footage.
Submitted with application
21. What is the proposed depreciation schedule for real property construction or expansion?
39-year estimated or as otherwise provided based on applicable IRS guidelines
22. Describe any additional public improvements that will be needed.
Submitted with application file

PERSONAL PROPERTY DETAILS

23. What is the assessed value of the personal property that is already in your possession at this location?
N/A
24. What is the value of the personal property to be added?
For the three hotels, estimated personal property costs to be no less than one and a half million and no/100 dollars
25. For personal property, attach a detailed list of equipment to be installed, including the cost

Revised January 2018

and the anticipated installation schedule of each piece of equipment. Include a drawing showing the proposed location of the equipment after installation.

All fixtures, furniture and equipment needed to complete each hotel including public space and guest rooms will be installed timely.

26. What is the proposed depreciation schedule for personal property to be installed?

For IRS tax purposes, the 3-7-year depreciation schedule for furniture, fixtures and equipment or as may be otherwise provided based on applicable IRS guidelines

EMPLOYMENT IMPACT

27. How many full-time, year-round jobs (40 hrs. per week, 2080 hrs. per year) with health insurance currently exist & will be retained at this facility?

None currently.

- What is the total annual payroll of these existing full-time jobs?

N/A. No current payroll or employees.

Types, Wages and Number of Existing Full-Time Jobs NA

28. How many new full-time, year round jobs (40 hrs. per week, 2080 hrs. per year) with health insurance jobs will be created, filled, and maintained with this specific project?
85

29. What is the hiring timeline to create the new full-time jobs?

New Jobs to be Created by Year: 2022 40

New Jobs to be Created by Year: 2023 85

30. Types, Wages and Number of New Full-Time Jobs to be Created

Job Title	Pay Range (hourly)	
<u>Front Desk Agents</u>	<u>\$10 to \$13</u>	<u>12</u>
<u>Housekeeping/ Laundry</u>	<u>\$9 to \$11</u>	<u>40</u>
<u>Chief Engineer (Salary)</u>	<u>\$32 K to \$36K</u>	<u>2</u>
<u>Maintenance</u>	<u>\$10 to \$12</u>	<u>2</u>
<u>Director of Sales (Salary)</u>	<u>\$42 K to \$50K</u>	<u>2</u>
<u>Sales Admin</u>	<u>\$12 to \$ 15</u>	<u>4</u>
<u>Kitchen</u>	<u>\$9 to \$14</u>	<u>12-16</u>
<u>Executive Chef (Salary)</u>	<u>\$50K to \$ 55K</u>	<u>1</u>
<u>General Manager (Salary)</u>	<u>\$50 K to \$70K</u>	<u>3</u>
<u>Assistant GM (Salary)</u>	<u>\$42K</u>	<u>2</u>
<u>PM Operations Manager (Salary)</u>	<u>\$32 K to \$40K</u>	<u>1</u>
<u>Front Desk Manager (Salary)</u>	<u>\$32 K to 34K</u>	<u>1</u>

Revised January 2018

31. What is the total annual payroll of the full and part time jobs to be created? Estimated \$3,100,000
32. How many part-time (at least 20 hrs. per week, 1040 hrs. per year) currently exist at the facility? NA Will these jobs retained?
33. How many temporary jobs currently exist at this facility? NA
34. What is the total annual payroll of these existing part-time or temporary jobs? NA
35. Types, Wages and Number of New Part-Time Jobs, and Temporary Jobs

Job Title	Pay Range (hourly)
<u>Servers (10-12 positions)</u>	<u>\$2.35 plus tip – Avg take home \$10-\$15 per</u>
<u>Banquet Servers (6-10)</u>	<u>hour \$10 to \$11</u>

36. What percentage of new full time employees will be from: (a) Waco (within City Limits) _____, (b) McLennan County (include Wacoans in total%) __, and (c) estimated 100% however, applicant is not precluded from hiring out of state employees ____Texas?
37. Describe the type and level of health insurance, retirement and other benefits provided to full-time employees (attach a page if necessary).
Generally includes Subsidized healthcare including the options for dental and vision, as well as deeply discounted employee rates at thousands of hotels worldwide and paid time off available for salaried employees.

COMMUNITY IMPACT

38. What is the estimated amount of direct sales tax that will be generated?
Three year estimate for the three hotels is slightly over \$6,000,000.
39. What is the estimated impact on nearby business and/or office facilities?
Nearby businesses and office facilities will benefit from more selections to accommodate out of town/overnight guests. Two of these hotels will have meeting/banquet facilities, giving nearby businesses options for meeting space that didn't exist previously.
40. What is the estimated impact on the local housing market?
Negligible
41. What is the estimated impact on local school districts?
Minimal negative impact in terms of enrollment etc, however, the property tax and sales tax revenue generated from these new properties will be positive.
42. Is the proposed project compatible with the City's comprehensive zoning plan? The Zoning Board of Adjustment approved a variance on Nov. 29, 2018.
43. Will rezoning or platting/replatting be required?

No, however, a replatting may occur after the project completion.

ENVIRONMENTAL IMPACT

44. Describe any environmental impact that will be created by the project (attach a page if necessary). Describe any environmental remediation that must be conducted on this property. If completed, please provide a copy of the certification.
Certification Attached.
- The Holiday Inn Express is currently undergoing a second round of ground water testing pursuant to the recent Phase 2 report. A "No further Action" letter was submitted to the State regarding the Phase 2 results on December 7, 2018 and approval is currently pending.
45. Is this company in compliance with all applicable state and federal safety and environmental laws and regulations? Yes.
46. Is this company in compliance with all applicable state and federal safety and environmental laws and regulations? Yes.
47. Has this company ever been cited or sued for violations of any safety or environmental laws or regulations? No.

ATTACHMENTS REQUIRED:

- (#4) Corporate Resolution
- (#7) Certificate of Filing with Texas Secretary of State
- (#10) Executive Summary providing background details about the business, the products, goods, or services produced; and details about the proposed project and the products, goods, or services to be produced.
- (#12) Survey and Plat of property to be developed
- (#19) A Drawing of the facility or improvements to be constructed with square footage
- (#24) A Detailed List of equipment: include the anticipated installation schedule, and cost of each piece of equipment (if applicable).
- (#24) A Drawing of the proposed location of each piece of equipment for which funds are requested.
- **** Any other information required to adequately answer a request for information.

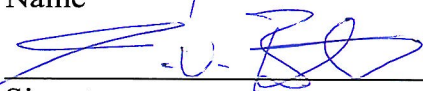
Please ensure that the Signature page that follows has been signed, all attachments are included and the application processing fee is submitted with application. Submit the electronic copy, the hard copy and the filing fee at the same time.

It is understood that the information provided herein is based on estimates and projections, but that such estimates and projections have been fully investigated and are made in good faith as to their accuracy. It is further understood that any information provided herein that is actual and not estimated is represented to be true and correct. Any information herein, which is misrepresented as true and correct or for which there is no good faith basis, may result in the denial of consideration for or termination of a business grant agreement.

KENNY R HAKTA

Name

Title



Signature

Date

Mail or deliver completed application to: City of Waco
Phone#: (254) 750-5656 Housing and Economic Development Services
P.O. Box 2570
Waco, Texas 76702-2570

E-mail the completed application and attachments to: meletth@wacotx.gov, and
aprilh@wacotx.gov.

EXHIBIT “C”

EMPLOYEE ROSTER

Certified Employee Roster

ABC Company Employee Roster as of mo/day/year

# of jobs #	employee ID # or name	Employee's Street Address *	City	Zip	County	Hire Date	job title / position	Pay Type	Pay Rate (per hour or month)
1	12345	5155 N Johnson Blvd	Waco	76706	McLennan	01/30/2010		hourly	
2	12346	12121 Lake Oaks Drive	Waco	76710	McLennan	01/30/2010		salary	
3	12358	6644 S. Cahill Ridge Ln	Bellmenad	76705	McLennan	02/22/2009		hourly	
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Sample

* Notes on Street Addresses:

Must include Street Direction - N, S, E, W, SE, etc (if applicable)

Must include Street Type - St, Rd, Ave, Blvd, Ln, Cir, etc

PO Boxes are not acceptable addresses

If Address is I-35 in McLennan Co. - Use "Jack Kultgen Exwy" as Street name