



Mt. Juliet, Tennessee

Industrial Development Board

Agenda

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Tuesday, May 13, 2025 **4:00 PM** **Commission Chambers**

1. Call to Order and Declare a Quorum Present

Public Notice **1239**

Attachments: PUBLIC NOTICE

2. Set Agenda

3. Approval of Minutes

Approval of February 14, 2024 Minutes **1237**

Attachments: Minutes 2-14-24

4. Election of Officers

Election of Chairperson **1238**

Attachments: Election of Officers

5. Approval of Bank Signers

Authorize Signers at Wilson Bank & Trust **1234**

Attachments: Authorize Signers at Wilson Bank

6. Review Bank Accounts & Investments

Review of Bank Accounts and Approval of Investments **1235**

Attachments: Recap of 4-25 Bank Balances
Payments as of 05.07.25
WBT

7. Approval of June 2025 Grant Payment

Approval of Grant Agreement Payment of \$2 Million due in June of 2025 **1236**

Attachments: Approval of June 2025 Grant Agreement Payment
Capital Grant Agreement

8. Adjournment



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1239

Agenda Date: 5/13/2025

Agenda #:

Title:

Public Notice

UPDATED - PUBLIC NOTICE

The City of Mt. Juliet Industrial Development Board (IDB) will meet on Tuesday, May 13, 2025 at 4 PM at the Mt. Juliet City Hall, 2425 N. Mt. Juliet Road, to elect officers, review and approve investments and financial obligations of the IDB. (Previously noticed for Wednesday, May 14, 2025)

The Public is Invited to attend and comment.

Kenneth Powers, Vice-Chairperson

Judy Roark, Secretary



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1237

Agenda Date: 5/13/2025

Agenda #:

Title:

Approval of February 14, 2024 Minutes



1. Call to Order & Declare a Quorum Present

Gerard Bullock called the IDB to order at 1:34 PM and declared a quorum present.

Members Present: Chairperson Gerard Bullock, Ken Powers, Judy Roark, Linn Yeager, Sam Anderson and Daryl Crouch.

2. Set Agenda

As Published.

3. New Business

- 3.A.** Approve Reimbursement Payment to the City of Mt. Juliet for the invoice from Taylor, Pique & Marchetti **0516**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments:

Motion made by Judy Roark to approve the payment to the City of Mt. Juliet, seconded by Linn Yeager.

Vote Yea: Unanimous

- 3.B.** Decision on Investment of CD maturing 2/29/24 **0517**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments:

Kevin Sanders, WB&T: Proposed that the \$2 million dollar CD be renewed for 6 months at 4.75%. Then whenever the funds are needed the IDB can pull out the money with no penalty.

Motion made by Judy Roark to approve the renewal of the 6 month CD at 4.75% with no penalty for early withdrawal, 2nd by Ken Powers.

Vote Yea: Unanimous

4. Adjournment

Motion made by Darryl Crouch and 2nd by Sam Anderson to adjourn at 1:40 PM.

Vote Yea: Unanimous

Chairperson

Secretary



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1238

Agenda Date: 5/13/2025

Agenda #:

Title:

Election of Chairperson

Election of Chairperson:

Recap:

Gerard Bullock moved out of the City Limits and is no longer eligible to be on the IDB.

Vote Request:

1) To appoint the following:

Chairperson



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1234

Agenda Date: 5/13/2025

Agenda #:

Title:

Authorize Signers at Wilson Bank & Trust

Authorize Signers at Wilson Bank & Trust:

Gerard Bullock and Secretary Judy Roark are currently the only two eligible to sign the wire for the Grant payment to Costco that will be due in June of 2025. I would like to add a 3rd signer just in case one of the authorized signers is not able to get by Wilson Bank & Trust on N. Mt. Juliet Road when needed.

Vote Request:

- 1) Authorize the removal of Gerard Bullock as a Signer at Wilson Bank & Trust
- 2) Appoint three (3) authorized signers at Wilson Bank & Trust.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1235

Agenda Date: 5/13/2025

Agenda #:

Title:

Review of Bank Accounts and Approval of Investments

Industrial Development Board

Checking Account

Apr-25

3/31/2025	Ending Balance	146,122.90
4/10/2025	Interest on Cking	128.30
4/29/2025	CD Interest #455504	9,030.13

4/30/2025	Balance	155,281.33
------------------	----------------	-------------------

Explanation of CD, Payments received from the City of Mt. Juliet & Payments to Costco

June 29, 2023

City's 1st \$2M payment to IDB invested in CD on 6/30/23

City's 1st \$2M payment to IDB remains in the CD and has been re-invested at maturity

June 4, 2024

City's 2nd \$2M payment to IDB deposited in IDB Checking

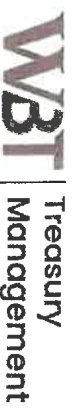
June 13, 2024

City's 2nd \$2M payment that was deposited in IDB Checking, wired to Costco (1st Costco payment)

June 2025

City's 3rd \$2M payment to IDB will be made first week of June

City's 3rd \$2M payment to IDB will be wired from IDB to Costco in June (2nd Costco payment)



FDIC FDIC-Insured - Backed by the full faith and credit of the U.S. Government

Back to Account List

Account: **Checking**

Account Transactions Refresh

Account Type: Checking Available Balance: Current Balance: **\$155,281.33** Collected Balance: **\$155,281.33**

Account Name: Checking \$157,031.33

Account Number: xxxx-xxxx-xxxx-xxxx

Transaction Dates:

Advanced Transaction Search

Date Range

04/01/2025 To 04/30/2025

Search

Type to filter

Date ↕	Check/Ref # ↕	Description ↕	Debit ↕	Credit ↕	Balance ↕
04/29/2025		CD INTEREST CD INTEREST, Cert No.		\$9,030.13	\$155,281.33
04/10/2025		INTEREST RATE CHANGE		\$0.00	\$146,251.20
04/10/2025		INTEREST DEPOSIT		\$128.30	\$146,251.20
Viewing 1 - 3 of 3 transactions			100	▼	\$0.00 \$9,158.43



FDIC FDIC-Insured - Backed by the full faith and credit of the U.S. Government

[Back to Account List](#)

Account: **Time Deposit**

Account Transactions [Refresh](#)

Account Type: Time Deposit

Account Name: Time Deposit

Account Number: **[REDACTED]**

Current Balance:

\$2,000,000.00

Transaction Dates:

Today

[Advanced Transaction Search](#)



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1236

Agenda Date: 5/13/2025

Agenda #:

Title:

Approval of Grant Agreement Payment of \$2 Million due in June of 2025

Approval of June 2025 Grant Agreement Payment of \$2 Million to the Company /Costco

The Industrial Development Board (IDB) entered into a Capital Grant Agreement with Costco on May 25, 2023. The Grant Agreement states in “Article III” – “Issuance of Grant” :

Section 3.1 Funding of Advances. The Initial Advance of the Grant shall be funded within five (5) business days of the written request of the Company to the Board the Opening date (June 2024). The next two (2) Advances shall be funded automatically by the Board to the Company following the First (1st), Second (2nd) and Third (3rd) anniversaries of the Opening Date. The Fourth (4th) Advance shall be funded within forty five (45) days following the later to occur of (i) the fourth (4th) anniversary of the Opening Date and (ii) the Board’s receipt of written notice from the Company that the Company has generated at least eight million dollars (\$8,000,000) in total local sales and use taxes at the Facility since the Opening Date (the “Sales Tax Threshold”).

Vote Request:

- Approve the \$2 million Capital Grant Advance to be paid within five (5) business days of the 1st Anniversary of the Grand Opening in June, 2024.

CAPITAL GRANT AGREEMENT

Between

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF MT. JULIET, TENNESSEE**

and

COSTCO WHOLESALE CORPORATION

DATED AS OF:

May 25, 2023

TABLE OF CONTENTS
(This Table of Contents is not a part of the
Capital Grant Agreement but is for convenience of reference only.)

Article I DEFINITIONS AND RULES OF CONSTRUCTION	1
SECTION 1.1 Definitions	1
SECTION 1.2 Rules of Construction	2
Article II REPRESENTATIONS AND WARRANTIES	3
SECTION 2.1 Representations and Warranties by the Board	3
SECTION 2.2 Representations and Warranties by the Company	3
Article III ISSUANCE OF THE GRANT	4
SECTION 3.1 Funding of Advances	4
SECTION 3.2 Conditions Precedent to Funding Initial Advance	5
SECTION 3.3 Conditions Precedent to Subsequent Advances	5
Article IV PARTICULAR COVENANTS	5
SECTION 4.1 Indemnification	5
SECTION 4.2 Compliance with Laws	6
Article V TERMINATION; DEFAULTS AND REMEDIES	6
SECTION 5.1 Termination	6
SECTION 5.2 Events of Default	6
SECTION 5.3 Remedies on Default	7
SECTION 5.4 Agreement to Pay Attorney's Fees and Expenses	8
SECTION 5.5 Remedies Subject to Provisions of Law	8
Article VI MISCELLANEOUS	8
SECTION 6.1 Notices	8
SECTION 6.2 Binding Effect	9
SECTION 6.3 Amendments, Changes and Modifications	9
SECTION 6.4 Execution in Counterparts	9
SECTION 6.5 Captions	9
SECTION 6.6 Governing Law	9
SECTION 6.7 WAIVER OF JURY TRIAL	9

CAPITAL GRANT AGREEMENT

THIS CAPITAL GRANT AGREEMENT (as the same may be amended or supplemented, the "Agreement"), is made as of May 25, 2023 between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MT. JULIET, TENNESSEE, a public, nonprofit corporation organized under the laws of the State of Tennessee (the "Board") and COSTCO WHOLESALE CORPORATION, a Washington corporation (the "Company") and under the following circumstances:

WHEREAS, the Board was duly organized and created under and pursuant to the provisions of Chapter 53, Title 7, Tennessee Code Annotated, as amended (the "Act"), as a public corporation and instrumentality of the City, the purpose of said Act, as stated therein, being to authorize the incorporation in the several municipalities and counties in the State of Tennessee of public corporations to finance, acquire, own, lease, and/or dispose of properties to the end that such corporations may be able to maintain and increase employment opportunities, increase the production of agricultural commodities, and increase the quantity of housing available in affected municipalities by promoting industry, trade, commerce, tourism and recreation, agriculture and housing construction by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational and agricultural enterprises to locate in or remain in the State of Tennessee (the "State") and further the use and production of its agricultural products and natural resources, and to vest such corporations with all powers that may be necessary to enable them to accomplish such purposes;

WHEREAS, the Board is authorized by the Act to, among other things, donate any or all of its properties whenever its board of directors shall find any such action to be in furtherance of the purposes for which the Board was organized accordance with the provisions of the Act;

WHEREAS, the Board has agreed to make a capital grant in the sum of Eight Million Dollars (\$8,000,000) (the "Grant") to the Company, the proceeds of which will be used to reimburse the Company for a portion of the costs of acquisition, construction and equipping of the Facility (as herein defined) by the Company.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant, agree and bind themselves as follows (provided that any obligation of the Board created by or arising out of this Agreement shall not be a general debt on its part but shall be payable solely out of advances received with respect to the City Grant, as defined herein):

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1 Definitions. In addition to the words and terms defined in the recitals and elsewhere in this Agreement, the words and terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, except as otherwise expressly provided or unless the context otherwise requires.

"Advance" means an advance of a portion of the Grant to the Company, each in the sum of Two Million Dollars (\$2,000,000).

"Agreement" or "Capital Grant Agreement" means this Capital Grant Agreement between the Board and the Company, as amended or supplemented from time to time.

"City" means the City of Mt. Juliet, Tennessee.

"City Grant" means the grant by the City to the Board in the sum of Eight Million Dollars (\$8,000,000).

"City Grant Agreement" means the Economic Development Agreement between the City and the Board, pursuant to which the City Grant will be made by the City, as amended or supplemented from time to time.

"Effective Date" means the date that this Agreement is fully executed and delivered.

"Facility" means collectively (i) the 19.94 acre tract of land located in Mt. Juliet, Tennessee and (ii) the approximately 194,977 square foot retail warehouse store and related facilities to be developed and operated by the Company thereon.

"Force Majeure" shall mean, without limitation, the following: acts of God; strikes or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; pandemics or epidemics; insurrections; riots; terrorism; landslides; earthquakes; fires; storms; tornadoes; droughts; floods; explosions; and events not reasonably within the control of the Company. The Company agrees, however, to use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreement.

"Grant" means the grant by the Board to the Company in the sum of Eight Million Dollars (\$8,000,000).

"Grant Documents" means this Capital Grant Agreement and the City Grant Agreement.

"Opening Date" means the date that the Facility is opened to the public for business.

"State" means the State of Tennessee.

SECTION 1.2 Rules of Construction.

(a) Unless the context clearly indicates to the contrary, the words "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used. Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(b) Any reference herein to the Board or any officer or official thereof shall include those which succeed to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference herein to a section or provision of the Code or the Constitution of the State of Tennessee or to a section, provision or chapter of the Tennessee Code Annotated shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided that no such change shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Board or the Company under this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1 Representations and Warranties by the Board. The Board represents and warrants that: (a) it is a duly organized and validly existing public nonprofit corporation under the laws of the State; (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of the City Grant and the execution and delivery of the Grant Documents; (c) it is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in the Grant Documents; (d) it is empowered to enter into the transactions contemplated by the Grant Documents; (e) it has duly authorized the execution, delivery and performance of the Grant Documents; (f) it will do all things in its power in order to maintain its existence; and (g) it has sufficient funds to issue the initial Advance to the Company.

SECTION 2.2 Representations and Warranties by the Company. The Company represents and warrants that:

(a) The Company is a corporation duly organized and validly existing under the laws of the state of Washington.

(b) The Company has the power and authority and is duly authorized to enter into this Capital Grant Agreement and perform all of the Company's obligations thereunder, and no approval or other action by any governmental authority or agency or other person is required in connection therewith except such as have been obtained as of the date of execution and delivery hereof.

(c) The willingness of the Board to issue the Grant for purposes of reimbursing a portion of the cost of acquisition, construction and equipping of the Facility, has induced the Company to proceed with the acquisition, construction and equipping of the Facility.

(d) As of the Effective Date, the Facility is expected to initially create not less than 100 new jobs and is expected to create additional sales tax revenues for the State and the City.

(e) As of the Effective Date, the Company is not subject to any contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Company from entering into this Capital Grant Agreement, or performing any of the Company's obligations thereunder; and the execution and delivery of this Capital Grant Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of or compliance with the terms and conditions thereof will not conflict with or result in a breach of the terms, conditions or provisions of any rules, regulations or the like under which the Company exercises authority nor of any restriction, agreement or instrument to which the Company is a party or by which the Company is bound, or of any law or regulation, or of any writ, order or decree of any court or governmental agency, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance upon any of the properties or assets of the Company pursuant to the terms of any of the foregoing, except as permitted by this Capital Grant Agreement.

(f) This Capital Grant Agreement has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company in accordance with its respective terms.

(g) As of the date of initial Advance, the Company will own good and marketable fee simple title to the Facility, without, to the Company's knowledge, being subject to any liens or encumbrances which would materially impair the Company's ability to operate the Facility.

(h) As of the Effective Date, there are no actions, suits, or proceedings pending, or to the knowledge of the Company threatened, against or affecting the Company before any court or before any governmental or administrative body or agency which might materially and adversely affect the ability of the Company to develop and operate the Facility.

ARTICLE III

ISSUANCE OF THE GRANT

SECTION 3.1 Funding of Advances. The initial Advance of the Grant shall be funded within five (5) business days of the written request of the Company to the Board following the Opening Date. The next two (2) Advances shall be funded automatically by the Board to the Company within five (5) business days following the first (1st), second (2nd) and third (3rd) anniversaries of the Opening Date. The fourth (4th) Advance shall be funded within forty five (45) days following the later to occur of (i) the fourth (4th) anniversary of the Opening Date and (ii) the Board's receipt of written notice from the Company that the Company has generated at least eight million dollars (\$8,000,000) in total local sales and use taxes at the Facility since the Opening Date (the "Sales Tax Threshold"). To demonstrate that it has met the Sales Tax Threshold, the Company shall provide to the Board a copy of the Company's sales and use tax return filed with the Tennessee Department of Revenue with respect to sales at the Facility for the tax periods ending between the Opening Date and the date the Company meets the Sales Tax Threshold. For the avoidance of doubt, the Board shall pay the Company the fourth (4th) Advance regardless of how long it takes the Company to reach the Sales Tax Threshold. In the

event for any reason the Board does not fund in any year any portion of an Advance, the Board will fund any deficiency as soon as possible thereafter with as many additional Advances as necessary and this Agreement shall continue until the entire Grant has been paid to the Company. The members of the Board will use their influence (if any) with members of the City Commission to convince the City Commission to prioritize funding of the entire Grant amount. The Board will fund each Advance by wire transfer.

SECTION 3.2 Conditions Precedent to Funding Initial Advance. The obligation of the Board to fund the initial Advance hereunder is subject to the following conditions:

- (a) The Opening Date has occurred;
- (b) The Board has received a Secretary's Certificate regarding the authority of the Company's signatory to execute this Agreement, and certificate(s) of existence for Company, from the state of Washington;
- (c) No Event of Default shall exist and be continuing; and
- (d) Each of the Representations and Warranties of the Company as set out in Section 2.2 hereof shall remain true and correct in all material respects as of the date of the initial Advance.

SECTION 3.3 Conditions Precedent to Subsequent Advances. The obligation of the Board to make additional Advances pursuant hereto shall be subject to the following conditions precedent:

- (a) The City shall have funded a corresponding Advance of the City Grant;
- (b) The Facility has been open and operating, subject to any event of Force Majeure, for at least ten (10) months of the immediately prior twelve (12) month period;
- (c) No Event of Default shall exist and be continuing; and
- (d) Each of the Representations and Warranties of the Company as set out in Section 2.2 hereof shall remain true and correct in all material respects as of the date of such Advance.

ARTICLE IV

PARTICULAR COVENANTS

SECTION 4.1 Indemnification. The Company (i) releases the Board and the City from, (ii) agrees that the Board and the City shall not be liable for, and (iii) agrees to protect, defend, indemnify and hold harmless the Board and the City from and against, any loss or damage to property, or any injury to or death of any person, that may be occasioned by any third party claim pertaining to Facility or the use thereof. The Company further agrees to protect, defend, indemnify and hold harmless the Board and the City against and from any and all costs,

liabilities, expenses and claims arising from any third party claim arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of any of this Capital Grant Agreement or in connection with the issuance of the City Grant, or any third party claim arising from any act or failure to act by the Company or any of the Company's agents, contractors, servants, employees, or licensees with respect to the Facility, or arising from any third party claim arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Agreement, in or about the Facility, and from and against all costs, liabilities and expenses incurred in or in connection with any such claim, action or proceeding brought thereon. In case any such action or proceeding is brought against the Board and the City by reason of any such claim, the Board and the City will provide prompt written notice to the Company of such action or proceeding. Neither the Board nor the City shall settle or compromise such claim, action or proceeding without the prior written consent of the Company. Nothing contained in this Section, however, shall require the Company to indemnify the Board or any of its officials, officers, employees or agents, or the City or any of its officers, employees or agents, from any cost, liability, expense, loss or claim arising out of or resulting from the willful misconduct or negligence of the Board or any of its officials, officers, employees, members or agents, or the City or any of its officers, employees, independent contractors and agents, or for matters for which the Company was not given the timely opportunity to contest. Further, the Company shall not be liable for: (a) matters which were caused by the Board's or City's acts or omissions, (b) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, or (c) any direct or indirect lost or foregone tax revenues. The indemnification provided by this Section to the Board and the City shall include their respective officials, officers, members, employees, independent contractors and agents.

SECTION 4.2 Compliance with Laws. The Company shall, throughout the term of this Agreement, promptly comply or cause compliance in all material respects with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Facility or to the repair and alteration thereof, or to the use or manner of use of the Facility, or to the Company's and any lessee's operations at the Facility.

ARTICLE V

TERMINATION; DEFAULTS AND REMEDIES

SECTION 5.1 Termination. If the Company does not proceed with the construction and operation of the Facility due to the failure to obtain any required approvals, permits, easements, rights-of-ways, licenses, or other such documents or instruments necessary for the Company to operate the Facility, or because the Company does not acquire the Facility, then this Agreement, including all of its conditions, shall be terminated retroactive to the date of signature of this Agreement, no benefits will be offered to the Company under this Agreement, and the Company shall have no obligations hereunder.

SECTION 5.2 Events of Default. Subject to any applicable cure period, each of the following events is hereby declared an Event of Default:

(a) Subject to any event of Force Majeure, the failure of the Opening Date to occur prior to the third (3rd) anniversary of the Effective Date.

(b) The Company's failure to observe and perform any of its other covenants, conditions or agreements contained herein for a period of thirty (30) days after written notice (unless the Board shall agree in writing to an extension of such time prior to its expiration) specifying such failure and requesting that it be remedied, given by the Board to the Company; provided however that if such failure shall be such that it can be corrected but not within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued and corrected within one hundred eighty (180) days after the expiration of the initial thirty (30) day cure period.

(c) If any representation or warranty by the Company contained herein is false in any material respect.

(d) The Company shall commence any case, proceeding or other action relating to the Company in bankruptcy, liquidation, dissolution, winding-up, arrangement, composition, readjustment of the Company's debts, or for any other relief, under any bankruptcy, insolvency, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or the Company shall apply for a receiver, custodian or trustee of the Company or for all or a substantial part of the Company's property; or the Company shall make an assignment for the benefit of creditors; or the Company shall be unable to, or shall admit in writing the inability to, pay the Company's debts as they become due; or the Company shall take any action indicating the Company's consent to, approval of or acquiescence in, or in the furtherance of, any of the foregoing.

(e) Any case, proceeding or other action against the Company shall be commenced in bankruptcy or seeking liquidation, dissolution, or winding-up of the Company's debts, or any other relief, under any bankruptcy, insolvency, liquidation, or dissolution of debt or other similar act or law of any jurisdiction, now or hereafter existing; or a receiver, custodian or trustee of the Company or for all or a substantial part of the Company's property shall be appointed; or a warrant of attachment, execution or restraint, or similar process shall be issued against any substantial part of the property of the Company; and in each such case such condition shall continue for a period of one hundred eighty (180) days undismissed, undischarged or unbonded.

The provisions of paragraphs (d) and (e) of this Section are subject to the condition that the declaration of an Event of Default due to any of the acts or circumstances specified therein, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of the United States Bankruptcy Code affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy or liquidation proceedings.

SECTION 5.3 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Board's obligation to make future Advances of the Grant shall automatically terminate.

SECTION 5.4 Agreement to Pay Attorney's Fees and Expenses. If an Event of Default should occur and the Board should incur expenses, including reasonable attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due hereunder, the Company shall reimburse the Board for the reasonable expenses so incurred upon demand.

SECTION 5.5 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling, and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1 Notices. All notices and other communications provided for hereunder (except for routine informational communications) shall be in writing and shall be mailed, certified mail, return receipt requested, sent by recognized national overnight courier service, or hand delivered (either party may, by notice to the other, change its notice information set forth below):

If to the Board:	The Industrial Development Board of the City of Mt. Juliet, Tennessee 2425 North Mt. Juliet Road Mt. Juliet, TN 37122 Attention: Chairman
with a copy to:	Taylor, Pigue, Marchetti & Blair, PLLC 2908 Poston Avenue Nashville, TN 37203 Attention: Gino Marchetti
and to:	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC 1600 West End Avenue, Suite 1600 Nashville, TN 37203 Attention: Kenneth P. Ezell, Jr.
If to the Company:	Costco Wholesale Corporation 999 Lake Drive Issaquah, Washington 98027 Attn: Legal Dept / Property Management Re: Location #: TBD, Mt. Juliet, TN

with a copy to: Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, GA 30363
Attention: Andrew J. Schutt

All such notices and other communications shall be effective (a) if mailed, when received or three (3) Business Days after mailing, whichever is earlier; or (b) if sent by overnight courier service, on the first (1st) Business Day after sending, or (c) if hand-delivered, upon delivery.

SECTION 6.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Board and the Company and their respective heirs, legal representatives, successors and assigns.

SECTION 6.3 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, this Agreement and the City Grant Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Board and the Company.

SECTION 6.4 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement and any other document contemplated hereby may be executed via DocuSign or similar electronic signature service.

SECTION 6.5 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

SECTION 6.6 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, except to the extent that Tennessee conflict of law rules would require the substantive rules of law of any other jurisdiction to apply.

SECTION 6.7 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Board and the Company have executed this Agreement all as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MT. JULIET, TENNESSEE**

Attest:

By:


Chairman

By:


Secretary

[Signature Page of the Company Follows]

**COSTCO
CORPORATION**

WHOLESALE

By: _____

Name: _____

Title: _____

Margaret McCulla (no)
Margaret C. McCulla
Assistant Secretary