



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		3/17/15			
Department:		Finance			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): <b>Toshia Kimball -x- 7479</b>					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a First Amendment of Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson WiFi Inc., a Delaware corporation formerly known as Ericsson Real Estate Holdings, Inc., and Ericsson Inc., a Delaware corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013/2014 through 2023/2024</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
FUND(S): <b>N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> A first amendment of tax abatement with Ericsson, Inc. relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
First Amendment of Tax Abatement Agreement.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution First Amendment of Tax Abatement Agreement					

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a First Amendment of Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson WiFi Inc., a Delaware corporation formerly known as Ericsson Real Estate Holdings, Inc., and Ericsson Inc., a Delaware corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Amendment of Tax Abatement Agreement by and between City of Plano, Texas ("City"), Ericsson WiFi Inc., a Delaware corporation formerly known as Ericsson Real Estate Holdings, Inc. ("Former Owner") and Ericsson Inc., a Delaware corporation ("Owner"), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Amendment"); and

**WHEREAS**, City Council approved a Tax Abatement Agreement by Resolution 2012-3-20(R) ("Agreement") between Former Owner, Owner and the City for real property tax abatement and business personal property tax abatement respectively; and

**WHEREAS**, Former Owner will assign its rights under the Agreement (including, without limitation, its real property tax abatement) to Owner as a transferee of the Real Property (as such term is defined in the Agreement); and

**WHEREAS**, Owner requests that the City authorize and approve the assignment by Former Owner to Owner, as transferee of the Real Property of the Former Owner's Interest in the Tax Abatement Agreement; and

**WHEREAS**, the parties wish to amend the Agreement as set forth below to reflect the assignment and to remove the Former Owner from any rights or responsibilities under the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The assignment of the Tax Abatement Agreement previously approved in Resolution No. 2012-3-20(R) from Ericsson WiFi Inc., a Delaware corporation formerly known as Ericsson Real Estate Holdings Inc., to Ericsson Inc., a Delaware corporation, hereby in all things approved.

**Section II.** The terms and conditions of the First Amendment to the Tax Abatement Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section III.** The City Manager or his designee is hereby authorized to execute the First Amendment and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the First Amendment.

**Section IV.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 17th day of March, 2015.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



b. Section 12, Notice, of the Agreement is changed to reflect that notices to the Owner should be sent to:

Ericsson Inc.  
Attn: Tax Department  
6300 Legacy Drive  
Plano, Texas 75024

with a copy to:

Ericsson Inc.  
Attn: Legal Department  
6300 Legacy Drive  
Plano, Texas 75024

c. Any reference to Former Owner and/or Tenant in the Agreement is hereby removed and Owner shall be obligated to perform all obligations of the Owner and/or Tenant specified in the Agreement. Any reference in the Agreement to any obligation of Owner (as Tenant) to lease any portion of the Real Property is hereby modified to be "lease, occupy or own" such portion of the Real Property.

**Section 3.** Except as is explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate the day and year first above written.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**FORMER OWNER:**

ERICSSON WIFI INC., a Delaware corporation  
formerly known as Ericsson Real Estate Holdings  
Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

ERICSSON INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of, 20\_\_\_\_\_, by Bruce D. Glasscock, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of ERICSSON WIFI INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of ERICSSON INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

RESOLUTION NO. 2012-3-20(R)

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas, Ericsson Inc., and Ericsson Real Estate Holdings Inc. providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

**WHEREAS**, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson Inc., a Delaware corporation, and Ericsson Real Estate Holdings Inc., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

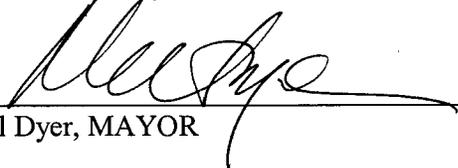
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:**

**Section I.** The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano, Texas and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

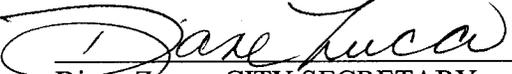
**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 26th day of March, 2012.

  
\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

  
\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



hereinafter referred to as the "Personalty." The Personalty is to have an assessed taxable value as determined by the Collin County Appraisal District of not less than Two Million Two Hundred Thousand Dollars (\$2,200,000.00) on the Real Property by January 1, 2014, and is or will be owned by Tenant.

3. Tenant shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty in other Reinvestment Zones in the City.

#### IMPROVEMENTS

4. (a) The Tenant shall lease not less than 200,000 gross square feet of space on the Real Property and add the Personalty required under Paragraph 2 by January 1, 2014, unless an extension as a result of an Event of Force Majeure is approved by the City in writing.

(b) By December 31, 2013, the Owner or Tenant shall make or cause to be made improvements to the Real Property consisting of a four story office building, two (2) multi-level parking garages, and site improvements with an assessed taxable value of Real Property Improvements of not less than Seventeen Million Dollars (\$17,000,000.00) as determined by the Collin County Central Appraisal District for the tax year beginning in January 2014, unless an extension as a result of an Event of Force Majeure has been approved by the City.

(c) In the Event of a Force Majeure "Event" the affected party shall notify the City in writing not less than sixty days of the onset of the Event with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the Improvements and/or Personalty shall be met.

(d) The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner or Tenant at the Real Property. The term shall not include a downturn in the economy.

#### DEFAULT

5. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Tenant allows its personal property taxes located on the Real Property or Owner allows its real property improvement taxes owed the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad

Exhibit "A" to Resolution No. 2012-3-20(R)

valorem taxes, or (2) cure such delinquency within 30 days of receipt of notice of such delinquency;  
or

(b) (i) Tenant fails to lease the Improvements on or before January 1, 2014;  
or

(ii) Owner or Tenant fails to construct the Improvements required in  
Paragraph 4(b); or

(c) (i) In the first year of the abatement period, the assessed taxable value of  
the Personalty is less than the minimum amount set forth in Paragraph 2; or

(ii) At any time during the Agreement, the Personalty is removed from the  
Real Property and that results in the assessed taxable value below the minimum amount set forth  
in Paragraph 2; or

(d) The assessed taxable value of the Real Property Improvements is less than  
the minimum amount set forth in Paragraph 4(b) as a result of the Owner's protest; or

(e) (i) Tenant or Owner or Owner's duly authorized representative fails to  
provide annual certification as required in Paragraph 9 below; or

(ii) Tenant or Owner fails to comply with the Assignment provision in  
Paragraph 10; or

(f) Tenant or Owner has been convicted of a violation under 8 U.S.C. Section  
1324a (f) regarding the unlawful employment of aliens at the Real Property.

6. In the event that the Tenant or Owner defaults under this Agreement, the City shall  
give all parties written notice of such default and if the default is not cured or a waiver obtained  
thereof within thirty (30) days of said written notice, this Agreement shall be terminated as to all  
parties except any damages as specified in Paragraph 7 below shall survive the termination of this  
Agreement. Notice shall be in writing as provided below. The City Manager is authorized on  
behalf of the City to send notice of default and to terminate the Agreement for any default that is  
not cured.

7. (a) Subject to Paragraph 6 above, upon the occurrence of an event of default  
under Paragraphs 5(a), (b) or (f) above and that default remains uncured all taxes, including  
previously abated taxes which would have been paid to the City without the benefit of this  
Agreement, shall become due and owing to the City, together with interest charged from the date of  
this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code §  
33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07  
and Texas Government Code Chapter 2264.

(b) Subject to Paragraph 6 above, upon the occurrence of an event of default  
under Paragraphs 5(c), (d) or (e) above and that default remains uncured, this Agreement shall

terminate in its entirety to all parties upon delivery of written notice by the City to the parties. At the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City without the benefit of this Agreement to become due and owing to the City, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety days of notice of default.

#### **EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS**

8. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

#### **ANNUAL CERTIFICATION**

9. Beginning November 1, 2014 and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Tenant and Owner, or their successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement. Owner hereby grants to Tenant a power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of Owner and Tenant agrees to perform such duty.

#### **ASSIGNMENT**

10. If either Tenant or Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) **City Consent Required.** Except as permitted by (b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) **Exceptions to City Consent.** Tenant or Owner may assign this Agreement without obtaining the City's consent:

- (i) To an Affiliate of Tenant or Owner; or
- (ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than fifty percent (50%) of the assets of the Tenant or Owner; or
- (iii) Upon the sale of the Real Property by Owner.

For purposes of this subsection (b), an Affiliate of Tenant or Owner shall mean an entity directly or indirectly, through one or more intermediaries, that controls, is controlled by, or is under common control with the Tenant or Owner, with control meaning fifty percent (50%) or more ownership or beneficial interest of income or capital, or ownership of the voting power of the voting entity.

(c) Prior to the effective date of the assignment or sale under (a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

#### **ABATEMENT PROVISIONS**

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and real property improvement taxes belonging to Tenant and Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) The tax abatements as to Personalty and Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2014, through December 31, 2023 (the "Term").

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property improvements for each tax year from January 1, 2014, through December 31, 2023.

(c) The Tenant or Owner shall have the right to protest and/or contest any assessment of the Personalty or Real Property improvements where such assessment is above the minimum amount required to be maintained under Paragraphs 2 and 4 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if the assessed value falls below those required to be maintained in Paragraph 2 and 4 as a result of Owner's protest and/or contest of the real property improvement value, or the removal of any Personalty from the Real Property and such removal causes the assessed taxable value to be less than the amount set forth in Paragraph 2.

**NOTICE**

12. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano  
Attention: Mr. Bruce D. Glasscock  
City Manager  
P.O. Box 860358  
Plano, Texas 75086-0358

With copy to:

City of Plano  
Attention: Ms. Diane C. Wetherbee  
City Attorney  
P.O. Box 860358  
Plano, Texas 75086-0358

For Tenant by notice to:

Ericsson Inc.  
Attn: Tax Department  
6300 Legacy Drive  
Plano, TX 75024

With a copy to:

Ericsson Inc.  
Attn: Legal Department  
6300 Legacy Drive  
Plano, TX 75024

For Owner by notice to:

Ericsson Real Estate Holdings, Inc.  
Attn: Tax Department  
6300 Legacy Drive  
Plano, TX 75024

With a copy to:

Ericsson Real Estate Holdings Inc.  
Attn: Legal Department  
6300 Legacy Drive  
Plano, TX 75024

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

### MISCELLANEOUS PROVISIONS

13. During the term of the Agreement, the Tenant and Owner further agree that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed between the parties that the Tenant and Owner, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Tenant and Owner agree to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

15. Based upon the certification provided by Owner and Tenant, the City represents that the Real Property is not owned by any member of the city council or planning commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 26<sup>th</sup> day of March, 2012, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Tenant and Owner pursuant to their duly authorized representatives.

18. This instrument shall constitute a valid and binding agreement between the City, the Tenant and the Owner when executed in accordance herewith.

19. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other

Exhibit "A" to Resolution No. 2012-3-20(R)

term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this \_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule municipal corporation

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Wetherbee, CITY ATTORNEY

ATTEST:

Ericsson Inc., a Delaware corporation

\_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Ericsson Real Estate Holdings Inc.,  
a Delaware corporation

\_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Being a tract of land situated in the Henry Cook Survey, Abstract No. 183, the City of Plano, Collin County, Texas, and being part of TRACT 12, as described in deed to West Plano Land Company, L.P., as recorded in County Clerk's Document No. 20060920001358250, in the Official Public Records of Collin County, Texas, (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "K.H.A." (hereinafter referred to as "with cap") found on the north right-of-way line of Tennyson Parkway (a variable width right-of-way line), as recorded in County Clerk's Document No. 2004-0021128, O.P.R.C.C.T., for the southwest corner of said Tract 12, same being the southeast corner of Lot 1, Block A, of the Ericsson Village Addition, an addition to the City of Plano, Texas, as recorded in County Clerk's Document No. 20081202010004190, O.P.R.C.C.T., said point also being the southwest corner of a tract of land described in deed to the City of Plano, as recorded in Volume 4624, Page 262, O.P.R.C.C.T.;

THENCE North 00 degrees 31 minutes 11 seconds West, along the east line of said Lot 1 and west line of said TRACT 12 and City of Plano tract, a distance of 11.00 feet to a 5/8-inch iron rod with cap found for the POINT OF BEGINNING of the herein described tract;

THENCE North 00 degrees 31 minutes 11 seconds West, continuing along said east and the west line of said TRACT 12, a distance of 115.31 feet to a 1/2-inch rod with cap set for corner;

THENCE North 04 degrees 00 minutes 32 seconds West, continuing along said east and west lines, a distance of 63.20 feet to a 5/8-inch iron rod with cap found for the point of curvature of a non-tangent circular curve to the left having a radius of 600.00 feet and whose chord bears North 30 degrees 32 minutes 09 seconds West, a distance of 535.51 feet;

THENCE Northwesterly, continuing along said east and west lines and along said curve, through a central angle of 53 degrees 00 minutes 29 seconds, an arc distance of 555.10 feet to a 5/8-inch iron rod with cap found for corner at the end of said curve;

THENCE North 00 degrees 31 minutes 54 seconds West, continuing along said east and west lines, a distance of 528.27 feet to a 1/2-inch rod with yellow plastic cap stamped "HALFF ASSOC." (hereinafter referred to as "with cap") set at the southwest corner of a tract of land described in deed to Diodes Inc., as recorded in County Clerk's Document No. 2008070100802860, O.P.R.C.C.T.;

THENCE North 89 degrees 17 minutes 31 seconds East, along the south line of said Diodes Inc. tract, a distance of 843.58 feet to a 1/2-inch rod with cap set on the west right-of-way line of Communications Parkway (a variable width right-of-way), as recorded in County Clerk's Document No. 2000-0068706, O.P.R.C.C.T. and the east line of said TRACT 12 at the southeast corner of said Diodes Inc. tract;

Exhibit "A" to Resolution No. 2012-3-20(R)

THENCE along the west right-of-way line of said Communications Parkway and the east line of said TRACT 12 the following bearings and distances:

South 00 degrees 42 minutes 29 seconds East, a distance of 831.43 feet to a 5/8-inch iron rod with cap found for corner;

South 00 degrees 54 minutes 53 seconds West, a distance of 150.06 feet to a 5/8-inch iron rod with cap found for corner;

South 00 degrees 42 minutes 33 seconds East, a distance of 181.99 feet to a 5/8-inch iron rod with cap found for the northeast corner of a corner clip at the intersection of said west right-of-way line of Communications Parkway and the north right-of-way line of said Tennyson Parkway;

THENCE South 44 degrees 28 minutes 30 seconds West, along said corner clip, a distance of 25.37 feet to a 1/2-inch rod with cap set for corner on the north right-of-way line of said Tennyson Parkway and the south line of said TRACT 12;

THENCE along the north right-of-way line of said Tennyson Parkway and the south line of said TRACT 12 the following bearings and distances:

South 89 degrees 39 minutes 29 seconds West, a distance of 182.00 feet to a 1/2-inch rod with cap set for corner;

South 88 degrees 01 minute 58 seconds West, a distance of 150.06 feet to a 1/2-inch rod with cap set for corner;

South 89 degrees 39 minutes 29 seconds West, a distance of 8.12 feet to a 1/2-inch rod with cap set for the southeast corner of said City of Plano tract;

THENCE North 84 degrees 37 minutes 52 seconds West, continuing along said north right-of-way line, and along the north line of said City of Plano tract, a distance of 110.88 feet to a 1/2-inch rod with cap set for corner;

THENCE South 89 degrees 39 minutes 29 seconds West, continuing along said north lines, a distance of 78.96 feet to a 1/2-inch rod with cap set for corner at the beginning of a tangent circular curve to the left having a radius of 1,121.75 feet and whose chord bears South 89 degrees 02 minutes 43 seconds West, a distance of 23.98 feet;

THENCE Southwesterly, along said north lines and along said curve, through a central angle of 01 degree 13 minutes 29 seconds, an arc distance of 23.98 feet to the POINT OF BEGINNING AND CONTAINING 859,849 square feet or 19.74 acres of land.



**EXHIBIT "B"**  
**CERTIFICATION FORM**

[DATE]

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

RE: Certification Form – Reinvestment Zone No. 123  
Tax Abatement Agreement (the "Agreement") between Ericsson Inc. ("Tenant"); Ericsson  
Real Estate Holdings Inc. ("Owner") and the City of Plano.

This letter certifies that Tenant and Owner are in compliance with each applicable term as set forth in the Agreement. The term of the Agreement is January 1, 2014 through December 31, 2023. This form is due on November 1 of each year the Agreement is in force. Tenant makes this certification on behalf of Owner pursuant to its power of attorney in Section 10 of the Agreement.

Ericsson Inc., a Delaware corporation,  
as Tenant and on behalf of Ericsson Real  
Estate Holdings Inc. as Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_