



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/26/12		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Linda Thomason x8301				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Ericsson Inc. and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-2012	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	14,304,756	0	14,304,756
Encumbered/Expended Amount	0	-141,700	-7,607,220	-7,748,920
This Item	0	0	-1,625,000	-1,625,000
BALANCE	0	14,163,056	-9,232,220	4,930,836
FUND(S): ECONOMIC DEVELOPMENT FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy.				
SUMMARY OF ITEM				
<p>A request from Ericsson Inc. for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Ericsson Inc. agrees to occupy not less than 150,000 sq. ft. of commercial space by 12/31/14 and agrees to retain, create or transfer at least 500 jobs by 12/31/14. Ericsson Inc. may also create up to an additional 300 jobs by 12/31/16.</p>				
List of Supporting Documents: Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Ericsson Inc. and the City of Plano; 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 Economic Development Incentive Agreement by and between Ericsson Inc. and the City of Plano, 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, THAT:

Section I. The terms and conditions of the 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 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 immediately upon 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

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (“City”) and Ericsson Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of providing telecommunication equipment and related services for fixed and mobile operators and plans to add Twelve Million Seven Hundred and Fifty Thousand Dollars (\$12,750,000) of Real Property improvements and Two Million Dollars (\$2,000,000) of Business Personal Property at the Real Property in Plano, Texas; and

WHEREAS, Company agrees to occupy at least 150,000 square feet of Real Property in Plano, make or cause to be made certain improvements to the Real Property that will add \$12,750,000 of taxable value, and create a minimum of 500 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Council finds that the occupancy of at least 150,000 square feet of Property, the addition of \$12,750,000 of Real Property improvements, and the creation or transfer of 500 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

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

“Affiliate or Affiliates” shall mean with respect to Company an entity directly or indirectly, through one or more intermediaries, that controls, is controlled by, or is under common control with the Company, 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 equity.

“Base Employees” shall mean Two Thousand (2,000) employees of the Company and/or its Affiliates who are located at the Campus and each employee is paid at least 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company and/or its Affiliates.

“Campus” shall mean all Company facilities in Plano including 6300 Legacy Drive and the Real Property described herein.

“Company” shall mean Ericsson Inc., a Delaware corporation.

“Development Permit Fees” shall mean those fees paid to the City of Plano by Company and/or Company’s contractors on behalf of Company for the development of the Real Property, and are actually charged by the City for Company’s development at the Real Property in order to receive a Certificate of Occupancy. These fees include site plan review, engineering, inspection, building permit, initial installation and meter charges for sewer and water (but excluding on-going or maintenance fees for meters), etc. but shall not include any fees and/or charges incurred by the Company from any other entity including its own operations.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, 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 or work stoppages, any of which event(s) directly and significantly impact the Company’s operations in the City. An economic down turn shall not constitute an event of force majeure.

“Job Equivalent” shall mean one or more Company and/or Affiliate

employees, whether individual or combined with other employees, who are located at the Campus, and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company and/or its Affiliates. Job Equivalents shall not include remote employees, contract employees or Base Employees currently located at the Campus. Job Equivalents may include those employees who are transferred from locations outside of the Campus.

“Real Property” shall mean the property located in Plano, Texas and described in the metes and bounds description on the attached Exhibit D.

"Relocation and Occupancy Grant" shall mean reimbursement for expenses for transportation of Company's equipment and furniture, and capital improvements that are critical for Company to occupy the Real Property and conduct its operations.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2024 unless sooner terminated as provided herein.

Article III Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company on behalf of it and its Affiliates agrees to perform the following:

- (a) On or before December 31, 2014, occupy at least 150,000 square feet of commercial space on the Real Property and maintain such occupancy throughout the term of the Agreement; and
- (b) Company shall maintain the Base Employees at the Campus throughout the term of the Agreement; and
- (c) Create at least 500 Job Equivalents above the required number of Base Employees to the Campus by December 31, 2014; and
- (d) At Company's option, it may create up to an additional 300 Job Equivalents by December 31, 2016 for a total of 800 Job Equivalents above the number of Base Employees. Company agrees to maintain those Job Equivalents for which it has received a grant throughout the remainder of the Agreement. The additional 300 Job Equivalents excludes any Job Equivalents for which Company has received grant funds from the City pursuant to its agreement under Phase I, a copy of that agreement is attached hereto as Exhibit E; and
- (e) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano taking into consideration availability, price location, suitability and amenities; and

- (f) On or before January 1, 2015, make or cause to be made a minimum of Twelve Million Seven Hundred Fifty Thousand Dollars (\$12,750,000.00) of additional taxable value improvements to the Real Property. Such value shall be determined by the Collin County Appraisal District.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cumulative cash award up to One Million Six Hundred and Twenty-Five Thousand Dollars (\$1,625,000.00) as long as Company meets the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below. This award amount represents the total allowable payments set out in 4.02.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the specified amounts under the grant award in accordance with meeting the following requirements and schedule:

(a) **Job Equivalents and Occupancy Requirements.**

(i) By December 31, 2014, Company shall occupy not less than 150,000 square feet of commercial space at the Real Property, have at least 500 Job Equivalents above the required number of Base Employees at the Campus, and meet all of the requirements set out in Article III to be eligible to receive a payment of Five Hundred Thousand Dollars (\$500,000.00). The payment will **not** be pro-rated.

Company must submit the Initial Certification form attached hereto as Exhibit "A" verifying compliance with the obligations set forth in Article III above not later than March 31, 2015. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant and termination of the Agreement.

City will make the Five Hundred Thousand Dollar (\$500,000.00) payment within thirty (30) days of receipt of the Initial Certification unless the City reasonably objects to the certification.

(ii) At Company's option, it may add up to an additional 300 Job Equivalents on the Real Property above the existing 500 Job Equivalents by December 31, 2016, and if it is in compliance with all of the requirements of Article III above, it is entitled to a second grant payment up to Three Hundred Thousand Dollars (\$300,000.00). This amount will be pro-rated at One Thousand Dollars (\$1,000.00) per Job Equivalent. **Company must submit the Second Certification form attached hereto as Exhibit "B" verifying compliance with the obligations set forth in Article III above not later than January 31, 2017. A failure to provide this form by that date is an event of default and, if not cured within thirty days after receiving notice thereof, results in a complete forfeiture of this portion of the grant, and the Company is not eligible for any other payments for Job Equivalents.**

City will make payment within thirty (30) days of receipt of the Second Certification unless the City reasonably objects to the Certification, but will not make any payment any earlier than January 31, 2017.

(b) **Development Fee/Permit Grant.** If Company complies with the required obligations set forth in Article III, the Development Permit fees paid by the Company to the City of Plano will be reimbursed as a grant where such fees are required to be obtained in order for Company to obtain a certificate of occupancy at the Property as follows:

The City agrees to make a grant to reimburse Company up to Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for Development Permit Fees that are paid to the City of Plano for the construction of improvements to the Property and which fees are incurred after the execution of this Agreement. In order to receive this reimbursement, the Company must submit one written request for reimbursement itemizing and listing the nature of the fees paid and amount, provide all necessary documentation that supports the request, including receipts and invoices, all of which must be submitted to the City no earlier than March 31, 2015. If the information supporting the request is deemed satisfactory by the City, the reimbursement shall be made within thirty days of receipt unless the City reasonably objects to the request. A failure to submit the request with all supporting documents by April 30, 2015, is an event of default and, if not cured within thirty days after receiving notice thereof, shall result in a forfeiture of this portion of the grant.

(c) **Relocation Grant.** If Company is in compliance with the required obligations set forth in Article III, City shall pay a cash grant up to Six Hundred Thousand Dollars (\$600,000.00) to offset relocation and occupancy expenses. Company shall submit a certification that includes proof of such expenses and issuance of an occupancy permit by the City of Plano, and that the reimbursement for the expenses is in accordance with the terms of this Agreement. Company agrees that only one submittal will occur with a single certification. This certification may not be submitted any earlier than March 31, 2015 and not later than April 30, 2015. If the information supporting the request is deemed satisfactory by the City, reimbursement shall be made within thirty days of receipt unless the City reasonably objects to the certification. A failure to submit the request with all supporting documents by April 30, 2015, is an event of default and, if not cured within thirty days after receiving notice thereof, shall result in a forfeiture of this part of the Grant.

(d) **Annual Certification.** Beginning January 2016, Company must submit an annual certification on the form attached hereto as Exhibit "C" not later than January 31 of each year for the duration of this agreement verifying compliance with Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement is an event of default and, if not cured, shall result in a default and a right to a full refund.

(e) All certifications must be verified by the Company's Director of Business Operations.

4.03 **Refund/Default.**

(a) If following the receipt of a grant payment, the Company fails to meet the required number of Job Equivalents for which it has received payment for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "C". All refunds under this Agreement shall be due prior to or at the time of filing the certification. A failure to make the refund payment within thirty (30) days shall constitute an event of default. If a refund is due for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, or breaches any other term or condition of this Agreement, the foregoing shall be considered an event of default and, if not cured, the full amount of the Grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) If at any time during this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of a penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** 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.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (1) five (5) years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and real property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

7.01 **Assignment.** This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its Affiliates, or (b) to 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 Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) above, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention:
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention:
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
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

8.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

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

EXECUTED on this _____ day of _____, 20____.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

Ericsson Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify and affirm that Ericsson Inc. has occupied not less than 150,000 square feet of commercial space on the Real Property and has added at least 500 Job Equivalent positions above the required number of Base Employees to the Campus by December 31, 2014. Company is in compliance with the Agreement and is entitled to receive payment in accordance with Section 4.02 (a)(i) of that Agreement.

ATTEST:

Ericsson Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Director of Business Operations

Date

This Certification is due by March 31, 2015.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

**SECOND CERTIFICATE OF COMPLIANCE FOR ADDITIONAL
JOB EQUIVALENTS AND BASE EMPLOYEES**

I hereby certify and affirm that Ericsson Inc. is in compliance with all terms and conditions of the Agreement and that Ericsson Inc. has transferred or added up to 300 new Job Equivalents to the Campus by December 31, 2016, and is entitled to receive payment in accordance with Section 4.02 (a)(ii). The exact number of added Job Equivalents is _____ and the total number of Job Equivalents at the Campus is _____ and the number of Base Employees at the Campus is _____.

ATTEST:

Ericsson Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Director of Business Operations

Date

This Certification is due by January 31, 2017.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify and affirm that Ericsson Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or created number of Job Equivalents has not fallen below the number for which it has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify and affirm that as of December 31 of the prior year, the number of Job Equivalents was _____ and the number of Base Employees at the Campus was _____. If the number of Job Equivalents is below the number required to be maintained pursuant the Agreement, I certify and affirm that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

Ericsson Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Director of Business Operations

Date

NOTE:

**This form is due by January 31 of each year as long as this Agreement is in effect with the final annual certification due on January 31, 2024.
The first filing is due by January 31, 2016.**

This Certificate of Compliance should be mailed to:

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

EXHIBIT "D"
Metes and Bounds Description

BEING a 15.69 acre tract of land in the Collin County School Survey, Abstract No. 150, and the H. Cook Survey, Abstract No. 183, situated in the City of Plano, Collin County, Texas, being the Remainder of that tract of land described as Tract 13 in Special Warranty Deed to West Plano Land Company, L.P., as recorded in Document No. 20060920001358250, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being all of Lot 2 of Pizza Hut Addition Lots 1 & 2, Block 1, as recorded in Volume 2010, Page 132, O.P.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a found City of Plano Monument on the north right-of-way line of Tennyson Parkway (a variable width right-of-way), as recorded in Cabinet M, Page 41, and Cabinet P, Page 490, of the Plat Records of Collin County, Texas (P.R.C.C.T.) and being the easternmost corner of said Tract 13 and the southernmost corner of Lot 1, Block A, of Ericsson Village, as recorded in Volume 2008, Page 668, O.P.R.C.C.T., said monument being on a circular curve to the left having a radius of 1,110.75 feet and whose chord bears South 67 degrees 26 minutes 22 seconds West, a distance of 44.62 feet;

THENCE Southwesterly, departing said common line and along said north right-of-way line and said curve, through a central angle of 02 degrees 18 minutes 06 seconds, an arc length of 44.62 feet to the point of tangency;

THENCE South 66 degrees 17 minutes 18 seconds West, continuing along said north right-of-way line, a distance of 67.10 feet to a 5/8-inch found iron rod with Kimley-Horn cap point for corner;

THENCE South 66 degrees 17 minutes 18 seconds West, continuing along said north right-of-way line, a distance of 458.25 feet to a point for corner from which a 1-inch found iron rod bears South 13 degrees 33 minutes 30 seconds West, a distance of 0.33 feet;

THENCE South 71 degrees 33 minutes 20 seconds West, continuing along said north right-of-way line, a distance of 150.05 feet to a point for corner from which a 5/8-inch found iron rod with Kimley-Horn cap bears North 27 degrees 22 minutes 16 seconds West, a distance of 0.27 feet;

THENCE South 66 degrees 17 minutes 19 seconds West, continuing along said north right-of-way line, a distance of 182.00 feet to a 5/8-inch found iron rod with Kimley-Horn cap for corner at the beginning of the corner clip between said north right-of-way line and the east right-of-way line of said Corporate Drive (a variable width right-of-way), as shown in Right-of-Way Dedication Plat recorded in Volume P, Page 455, P.R.C.C.T.;

THENCE North 68 degrees 42 minutes 38 seconds West, departing said north right-of-way line and along said corner clip, a distance of 26.35 feet to a 1-inch found iron rod for corner on said east right-of-way line;

THENCE North 23 degrees 42 minutes 56 seconds West, departing said corner clip and along said east right-of-way line, a distance of 8.66 feet to a 1-inch found iron rod for the point of curvature of a circular curve to the left having a radius of 852.50 feet and whose chord bears North 29 degrees 56 minutes 31 seconds West, a distance of 184.92 feet;

THENCE Northwesterly, continuing along said east right-of-way line and along said curve, through a central angle of 12 degrees 27 minutes 10 seconds, an arc length of 185.28 feet to a point for corner, from which a 1-inch found iron rod bears South 04 degrees 13 minutes 41 seconds East, a distance of 0.28 feet;

THENCE North 45 degrees 05 minutes 28 seconds West, departing said curve and continuing along said east right-of-way line, a distance of 108.41 feet to a 5/8-inch found iron rod with Kimley-Horn cap for the point of curvature of a non-tangent circular curve to the left having a radius of 842.52 feet and whose chord bears North 45 degrees 48 minutes 29 seconds West, a distance of 68.73 feet;

THENCE Northwesterly, continuing along said east right-of-way line and along said curve, through a central angle of 04 degrees 40 minutes 31 seconds, an arc length of 68.75 feet to a 1-inch found iron rod for corner;

THENCE North 48 degrees 08 minutes 28 seconds West, departing said curve and continuing along said east right-of-way line, a distance of 110.07 feet to a 1/2-inch found iron rod with yellow plastic cap stamped "HALFF ASSOC" for the southernmost corner of Lot 1, Block 1, of the Pizza Hut Addition, an addition to the City of Plano, Texas, as recorded in Document No. 20100204000117940, O.P.R.C.C.T.

THENCE North 41 degrees 51 minutes 32 seconds East, departing said east right-of-way line and along the common line between said Lots 1 and 2, Pizza Hut Additions, a distance of 283.88 feet to a point for corner;

THENCE North 23 degrees 00 minutes 07 seconds East, continuing along said common line, a distance of 616.59 feet to a point for corner;

THENCE North 53 degrees 00 minutes 07 seconds East, continuing along said common line, a distance of 140.75 feet to a point for the northeast corner of said Lot 2, same being a corner on the west line of said Lot 1, Ericsson Village;

THENCE South 00 degrees 32 minutes 02 seconds East, along the common line between said Lot 2 and said Lot 1, Ericsson Village, a distance of 103.13 feet to a point for corner;

THENCE South 38 degrees 02 minutes 12 seconds East, continuing along said common line, a distance of 999.42 feet to the POINT OF BEGINNING AND CONTAINING 683,331 square feet or 15.69 acres of land.

EXHIBIT "E"

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas ("City") and Ericsson Inc., a Delaware corporation ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of providing telecommunication equipment and related services for fixed and mobile operators and plans to add Seventeen Million Dollars (\$17,000,000) of Real Property improvements and Two Million Two Hundred Thousand Dollars (\$2,200,000) of Business Personal Property at the Real Property in Plano, Texas; and

WHEREAS, Company agrees to occupy at least 200,000 square feet of Real Property in Plano, make or cause to be made certain improvements to the Real Property that will add Seventeen Million Dollars (\$17,000,000) of taxable value, and create a minimum of 500 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Council finds that the occupancy of at least 200,000 square feet of Property, the addition of \$17 Million Dollars of Real Property improvements, and the creation or transfer of 500 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

EXHIBIT "E"

Article I Definitions

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

"Affiliate or Affiliates" shall mean with respect to Company an entity directly or indirectly, through one or more intermediaries, that controls, is controlled by, or is under common control with the Company, 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 equity.

"Base Employees" shall mean Fifteen Hundred (1,500) employees of the Company and/or its Affiliates who are located at the Campus and each employee is paid at least 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company and/or its Affiliates.

"Campus" shall mean all Company facilities in Plano including 6300 Legacy Drive and the Real Property described herein.

"Company" shall mean Ericsson Inc., a Delaware corporation.

"Development Permit Fees" shall mean those fees paid to the City of Plano by Company and/or Company's contractors on behalf of Company for the development of the Real Property, and are actually charged by the City for Company's development at the Real Property in order to receive a Certificate of Occupancy. These fees include site plan review, engineering, inspection, building permit, initial installation and meter charges for sewer and water (but excluding on-going or maintenance fees for meters), etc. but shall not include any fees and/or charges incurred by the Company from any other entity including its own operations.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, 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 or work stoppages, any of which event(s) directly and significantly impact the Company's operations in the City. An economic down turn shall not constitute an event of force majeure.

"Job Equivalent" shall mean one or more Company and/or Affiliate

EXHIBIT "E"

employees, whether individual or combined with other employees, who are located at the Campus, and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company and/or its Affiliates. Job Equivalents shall not include remote employees, contract employees or Base Employees currently located at the Campus. Job Equivalents may include those employees who are transferred from locations outside of the Campus.

"Real Property" shall mean the property located in Plano, Texas and described in the metes and bounds description on the attached Exhibit D.

"Relocation and Occupancy Grant" shall mean reimbursement for expenses for transportation of Company's equipment and furniture, and capital improvements that are critical for Company to occupy the Real Property and conduct its operations.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2023 unless sooner terminated as provided herein.

Article III Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company on behalf of it and its Affiliates agrees to perform the following:

- (a) On or before December 31, 2013, occupy at least 200,000 square feet of commercial space on the Real Property and maintain such occupancy throughout the term of the Agreement; and
- (b) Company shall maintain the required number of Base Employees at the Campus throughout the term of the Agreement; and
- (c) Create at least 500 Job Equivalents above the number of Base Employees to the Campus by December 31, 2013; and
- (d) At Company's option, it may create up to an additional 300 Job Equivalents by December 31, 2015 for a total of 800 Job Equivalents above the number of Base Employees. Company agrees to maintain those Job Equivalents for which it has received a grant throughout the remainder of the Agreement. The additional 300 Job Equivalents excludes any Job Equivalents for which the Company has received grant funds from the City pursuant to its agreement under Phase II, a copy of that agreement is attached as Exhibit E; and
- (e) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano taking into consideration availability, price location, suitability and amenities; and

EXHIBIT "E"

- (f) On or before January 1, 2014, make or cause to be made a minimum of Seventeen Million Dollars (\$17,000,000.00) of additional taxable value improvements to the Real Property. Such value shall be determined by the Collin County Appraisal District.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cumulative cash award up to One Million Nine Hundred Thousand Dollars (\$1,900,000.00) as long as Company meets the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below. This award amount represents the total allowable payments set out in 4.02.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the specified amounts under the grant award in accordance with meeting the following requirements and schedule:

(a) **Job Equivalents and Occupancy Requirements.**

(i) By December 31, 2013, Company shall occupy not less than 200,000 square feet of commercial space at the Real Property, have at least 500 Job Equivalents above the required number of Base Employees at the Campus, and meet all of the requirements set out in Article III to be eligible to receive a payment of Five Hundred Thousand Dollars (\$500,000.00). The payment will **not** be pro-rated.

Company must submit the Initial Certification form attached hereto as Exhibit "A" verifying compliance with the obligations set forth in Article III above not later than March 31, 2014. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant and termination of the Agreement.

City will make the Five Hundred Thousand Dollar (\$500,000.00) payment within thirty (30) days of receipt of the Initial Certification unless the City reasonably objects to the certification.

(ii) At Company's option, it may add up to an additional 300 Job Equivalents on the Real Property above the existing 500 Job Equivalents by December 31, 2015, and if it is in compliance with all of the requirements of Article III above, it is entitled to a second grant payment up to Three Hundred Thousand Dollars (\$300,000.00). This amount will be pro-rated at One Thousand Dollars (\$1,000.00) per Job Equivalent. **Company must submit the Second Certification form attached hereto as Exhibit "B" verifying compliance with the obligations set forth in Article III above not later than January 31, 2016. A failure to provide this form by that date is an event of default and, if not cured within thirty days after receiving notice thereof, results in a complete forfeiture of this portion of the grant, and the Company is not eligible for any other payments for Job Equivalents.**

EXHIBIT "E"

City will make payment within thirty (30) days of receipt of the Second Certification unless the City reasonably objects to the Certification.

(b) **Development Fee/Permit Grant.** If Company complies with the required obligations set forth in Article III, the Development Permit fees paid by the Company to the City of Plano will be reimbursed as a grant where such fees are required to be obtained in order for Company to obtain a certificate of occupancy at the Property as follows:

The City agrees to make a grant to reimburse Company up to Three Hundred Thousand Dollars (\$300,000.00) for Development Permit Fees that are paid to the City of Plano for the construction of improvements to the Property and which fees are incurred after the execution of this Agreement. In order to receive this reimbursement, the Company must submit one written request for reimbursement itemizing and listing the nature of the fees paid and amount, provide all necessary documentation that supports the request, including receipts and invoices, all of which must be submitted to the City no earlier than March 31, 2014. If the information supporting the request is deemed satisfactory by the City, the reimbursement shall be made within thirty days of receipt unless the City reasonably objects to the request. A failure to submit the request with all supporting documents by April 30, 2014 is an event of default and, if not cured within thirty days after receiving notice thereof, shall result in a forfeiture of this portion of the grant.

(c) **Relocation Grant.** If Company is in compliance with the required obligations set forth in Article III, City shall pay a cash grant up to Eight Hundred Thousand Dollars (\$800,000.00) to offset relocation and occupancy expenses. Company shall submit a certification that includes proof of such expenses and issuance of an occupancy permit by the City of Plano, and that the reimbursement for the expenses is in accordance with the terms of this Agreement. Company agrees that only one submittal will occur with a single certification. This certification may not be submitted any earlier than March 31, 2014 and not later than April 30, 2014. If the information supporting the request is deemed satisfactory by the City, reimbursement shall be made within thirty days of receipt unless the City reasonably objects to the certification. A failure to submit the request with all supporting documents by April 30, 2014 is an event of default, and if not cured within thirty days after receiving notice thereof, shall result in a forfeiture of this portion of the Grant.

(d) **Annual Certification.** Beginning January 2015, Company must submit an annual certification on the form attached hereto as Exhibit "C" not later than January 31 of each year for the duration of this agreement verifying compliance with Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement is an event of default and, if not cured, shall result in a default and a right to a full refund.

(e) All certifications must be verified by the Company's Director of Business Operations.

EXHIBIT "E"

4.03 **Refund/Default.**

(a) If following the receipt of a grant payment, the Company fails to meet the required number of Job Equivalents for which it has received payment for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "C". All refunds under this Agreement shall be due prior to or at the time of filing the certification. A failure to make the refund payment within thirty (30) days shall constitute an event of default. If a refund is due for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, or breaches any other term or condition of this Agreement, the foregoing shall be considered an event of default and, if not cured, the full amount of the Grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) If at any time during this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of a penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

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The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** 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.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (1) five (5) years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and real property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

EXHIBIT "E"

Article VII Assignment

7.01 **Assignment.** This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its Affiliates, or (b) to 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 Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) above, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

EXHIBIT "E"

If intended for the City:
City of Plano, Texas
Attention:
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention:
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
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

8.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal,

EXHIBIT "E"

invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

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

EXECUTED on this _____ day of _____, 20__.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By:

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

Ericsson Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "E"

**EXHIBITS "A"-"E" HAVE BEEN OMITTED FROM THIS DOCUMENT BUT ARE
CONTAINED IN THE ORIGINAL AGREEMENT**

EXHIBIT "E"