



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:		7/27/15			
Department:		Finance			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): Toshia Kimball x 7479					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson Inc., a Delaware corporation, and erPlano Property LP, a Delaware limited partnership; authorizing its execution by the City Manager or his designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Approving the terms and conditions of an Amended and Restated Tax Abatement Agreement with Ericsson Inc., relates to the City's goals of Financially Strong City with Service Excellence and Strong Local Economy.					
SUMMARY OF ITEM					
Amended and Restated Tax Abatement Agreement					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Amended and Restated Tax Abatement Agreement					

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson Inc., a Delaware corporation, and erPlano Property LP, a Delaware limited partnership; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Amended and Restated Tax Abatement Agreement by and between City of Plano, Texas ("City"), Ericsson Inc., a Delaware corporation ("Ericsson"), and erPlano Property LP, a Delaware limited partnership ("erPlano"), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, Ericsson Real Estate Holdings Inc., a Delaware corporation ("Ericsson Holdings"), previously entered into that certain Tax Abatement Agreement dated April 11, 2012, by and between Ericsson Holdings, as owner, the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas (the "City"), and Ericsson Inc., a Delaware corporation ("Ericsson"), as tenant, which has been amended by that certain First Amendment of Tax Abatement Agreement dated March 17, 2015 (the "First Amendment"), by and between the City, Ericsson Wifi Inc., a Delaware corporation (formerly known as Ericsson Real Estate Holdings Inc.) ("Ericsson Wifi") and Ericsson (as so amended, the "Agreement"), with respect to that certain parcel of real property located in Plano, Texas ("Real Property"); and

WHEREAS, Ericsson as owner of the Real Property has divided, replatted and partially conveyed a portion of said Real Property to erPlano; and

WHEREAS, the attached Amended and Restated Tax Abatement Agreement accurately incorporates the changes and assignment of certain rights, title and interest after Ericsson's conveyance of the portion of the Real Property to erPlano; and

WHEREAS, upon full review and consideration of the Amended and Restated Tax Abatement 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 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 Amended and Restated 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 II. The City Manager or his 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 27th day of July, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

THE STATE OF TEXAS

COUNTY OF COLLIN

AMENDED AND RESTATED

TAX ABATEMENT AGREEMENT

This Amended and Restated Tax Abatement Agreement (this "Agreement") is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as the "City"; Ericsson Inc., a Delaware corporation, duly acting by and through its authorized representative, hereinafter referred to as "Ericsson"; and erPlano Property LP, a Delaware limited partnership, duly acting by and through its authorized representative, hereinafter referred to as "erPlano."

WITNESSETH:

WHEREAS, on the 26th day of March, 2012, the City Council of the City of Plano, Texas, passed Ordinance No. 2012-3-19 establishing Reinvestment Zone No. 123, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

WHEREAS, the City has adopted a policy statement for Tax Abatement by Resolution No. 2014-1-1(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefitting the City in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 123 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, in connection with the foregoing, the City, Ericsson and Ericsson Real Estate Holdings Inc., a Delaware corporation, whose name was subsequently changed to Ericsson Wifi Inc., a Delaware corporation ("Former Owner"), entered into that certain Tax Abatement Agreement authorized by resolution of the City Council at its Council Meeting on March 26, 2012, and executed April 11, 2012, which was subsequently amended by that certain

First Amendment to Tax Abatement Agreement dated March 17, 2015, by and between the City, Former Owner, and Ericsson (as amended, the "Original Abatement Agreement"); and

WHEREAS, the Original Abatement Agreement covered that certain real property more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Real Property"); and

WHEREAS, the Real Property has been replatted by that certain Replat Ericsson Village Addition, Lots 2R and 3, Block A, being a replat of Ericsson Village Addition, Lot 2, Block A, an addition to the City of Plano, Collin County, Texas, according to the plat thereof filed 06/23/2015, recorded in Volume 2015, Page 346, cc# 20150623010002250, Plat Records, Collin County, Texas, a copy of which is attached hereto as Exhibit C (the "Replat"); and

WHEREAS, in connection with the sale of Lot 2R of the Replat, as more particularly described on Exhibit D attached hereto ("Lot 2R") by Ericsson to erPlano and the leasing thereof, including without limitation all improvements on Lot 2R, pursuant to that certain Lease Agreement by and between erPlano, as landlord, and Ericsson, as tenant, dated as of June 29, 2015 (the "Lease"), the parties hereto have agreed to amend and restate the Original Abatement Agreement subject to and in accordance with the terms hereof; and

WHEREAS, Ericsson will be retaining ownership of Lot 3 of the Replat, as more particularly described on Exhibit E attached hereto ("Lot 3"), following the sale of Lot 2R to erPlano.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. erPlano is the owner of Lot 2R, and Ericsson is the tenant with respect to Lot 2R and any improvements located thereon, including without limitation two (2) office buildings and one (1) parking garage, pursuant to the Lease which are identified on Exhibit F attached hereto.
2. Ericsson is the owner of Lot 3.
3. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 123, which shall be hereinafter referred to as the "Personalty." Prior to January 1, 2014, Ericsson, Former Owner or their affiliates added or caused the Personalty to be added to the Real Property. By January 1, 2014, the Personalty located in the office buildings on that portion of the Real Property now known as Lot 2R had 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) (the "Minimum Personalty Value").
4. Ericsson shall maintain the taxing situs of the Personalty on Lot 2R and may not relocate the taxing situs of the Personalty in other Reinvestment Zones in the City.

IMPROVEMENTS

5. (a) Pursuant to the Lease, Ericsson has leased more than 200,000 gross square feet of space in the office buildings located on Lot 2R.

(b) Prior to December 31, 2013, Ericsson, Former Owner or their affiliates made or caused to be made improvements to the Real Property (collectively, the “Real Property Improvements”) consisting of two (2) four (4) story office buildings, 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) (the “Minimum Improvements Value”) as determined by the Collin County Central Appraisal District for the tax year beginning in January 2014.

DEFAULT

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

(a) (i) Ericsson allows its personal property taxes on the Personalty located on Lot 2R or its real property improvement taxes with respect to Lot 3, or (ii) erPlano allows its real property improvement taxes with respect to Lot 2R, owed to 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 valorem taxes, or (2) cure such delinquency within 30 days of receipt of written notice of such delinquency; or

(b) At any time during this Agreement, the Personalty is removed from Lot 2R and that results in the assessed taxable value of all tangible personal property on Lot 2R to be less than the Minimum Personalty Value; or

(c) The assessed taxable value of the Real Property Improvements is less than the Minimum Improvements Value as a result of a protest by Ericsson or erPlano; or

(d) (i) Ericsson, erPlano or their duly authorized representatives fail to provide annual certification as required in Paragraph 10 below; or

(ii) Ericsson or erPlano fails to comply with the Assignment provision in Paragraph 11; or

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

7. In the event that Ericsson or erPlano 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 8 below shall survive the termination of this Agreement. A default by one party is deemed a default by both parties subject to this default provision. 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.

8. (a) Subject to Paragraph 7 above, upon the occurrence of an event of default under Paragraphs 6(a), (b) or (e) 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 by the party in default hereunder, 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 7 above, upon the occurrence of an event of default under Paragraphs 6(c) or (d) 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 by the party in default hereunder, 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 (if at all) within ninety (90) days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

9. 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

10. Beginning November 1, 2015, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, Ericsson and erPlano, or their successors or assigns, must each provide annual certification (substantially in the form attached as Exhibit B hereto) (an "Annual Certification") to the City certifying compliance with each applicable term of the Agreement. erPlano hereby grants to Ericsson a power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of erPlano and Ericsson agrees to perform such duty. The City hereby acknowledges that Ericsson delivered the Annual Certification for calendar year 2014 in accordance with the terms of the Original Abatement Agreement.

ASSIGNMENT

11. If either Ericsson or erPlano 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 City Council review and approval.

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

(i) To an Affiliate of Ericsson or erPlano; or

(ii) 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 Ericsson or erPlano; or

(iii) Upon the sale of Lot 2R by erPlano; or

(iv) Upon the sale of Lot 3 by Ericsson.

For purposes of this subsection (b), an Affiliate of Ericsson or erPlano shall mean an entity directly or indirectly, through one or more intermediaries, that controls, is controlled by, or is under common control with Ericsson or erPlano, 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, transfer 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 applicable to the assigning party, without exception, and the assignee or successor shall be responsible for any default(s) of the assignor or seller that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

12. 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 (i) real property improvement taxes payable by Ericsson with respect to Lot 3, (ii) ad valorem personal property taxes payable by Ericsson with respect to the Personalty located on Lot 2R, and (iii) real property improvement taxes payable by erPlano with respect to Lot 2R, 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) Ericsson or erPlano 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 Personalty Value or the Minimum Improvements Value, as applicable. 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 foregoing, it shall be a breach of this Agreement if the assessed value of the Real Property Improvements falls below the Minimum Improvements Value or if the assessed value of the Personalty falls below the Minimum Personalty Value in either case as a result of Ericsson's or erPlano's protest and/or contest of the value of the Real Property Improvements or the Personalty, or if the removal of any Personalty from Lot 2R causes the assessed taxable value of the Personalty to be less than the Minimum Personalty Value.

NOTICE

13. 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. Paige Mims
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Ericsson 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 erPlano by notice to:

erPlano Property LP
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas, 21st Floor
New York, New York 10019
Attention: David M. Ledy

With a copy to:

Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attention: Wendy J. Schriber, Esq.

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

14. During the term of the Agreement, Ericsson and erPlano 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 erPlano) 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.

15. It is understood and agreed between the parties that Ericsson and erPlano, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Ericsson and erPlano agree to indemnify and hold harmless the 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.

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

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the _____ day of _____, 2015, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was entered into by Ericsson and erPlano pursuant to its execution and delivery by their respective duly authorized representatives.

19. This instrument shall constitute a valid and binding agreement between the City, Ericsson and the erPlano when executed in accordance herewith.

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

21. This Agreement amends, restates and supersedes in its entirety the Original Abatement Agreement.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Agreement is performable in Collin County, Texas. Signed this ____ day of June, 2015.

ATTEST:

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

Lisa C. Henderson, City Secretary

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ATTEST:

ERICSSON INC.,
a Delaware corporation

Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ERPLANO PROPERTY LP,
a Delaware limited partnership

By: erPlano Property GP LLC,
a Delaware limited liability company,
its General Partner

Title: _____

By: _____
Name: _____
Title: _____

This Agreement is performable in Collin County, Texas. Signed this ____ day of June, 2015.

ATTEST:

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

Lisa C. Henderson, City Secretary

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ATTEST:

ERICSSON INC.,
a Delaware corporation



Title: Assistant Secretary

By: 

Name: Vickie Bunch
Title: Assistant Secretary

ATTEST:

ERPLANO PROPERTY LP,
a Delaware limited partnership

By: erPlano Property GP LLC,
a Delaware limited liability company,
its General Partner

Title: _____

By: _____
Name: _____
Title: _____

This Agreement is performable in Collin County, Texas. Signed this ____ day of June, 2015.

ATTEST:

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

Lisa C. Henderson, Secretary

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ATTEST:

ERICSSON INC.,
a Delaware corporation

Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ERPLANO PROPERTY LP,
a Delaware limited partnership



Title: Officer

By: erPlano Property GP LLC,
a Delaware limited liability company,
its General Partner

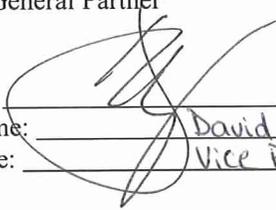

By: _____
Name: David M. Ledy
Title: Vice President

EXHIBIT A

LEGAL DESCRIPTION
OF REAL PROPERTY

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 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;

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

[DATE]

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

RE: Certification Form — Reinvestment Zone No. 123

Amended and Restated Tax Abatement Agreement (the "Agreement") between Ericsson Inc. ("Ericsson"); erPlano Property LP ("erPlano") and the City of Plano.

This letter certifies that Ericsson and erPlano are in compliance with each applicable term as set forth in the Agreement. The term of the tax abatements provided under 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. [IF APPLICABLE: Ericsson makes this certification on behalf of erPlano pursuant to the power of attorney in Section 10 of the Agreement.]

ERICSSON INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ERPLANO PROPERTY LP,
a Delaware limited partnership

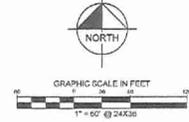
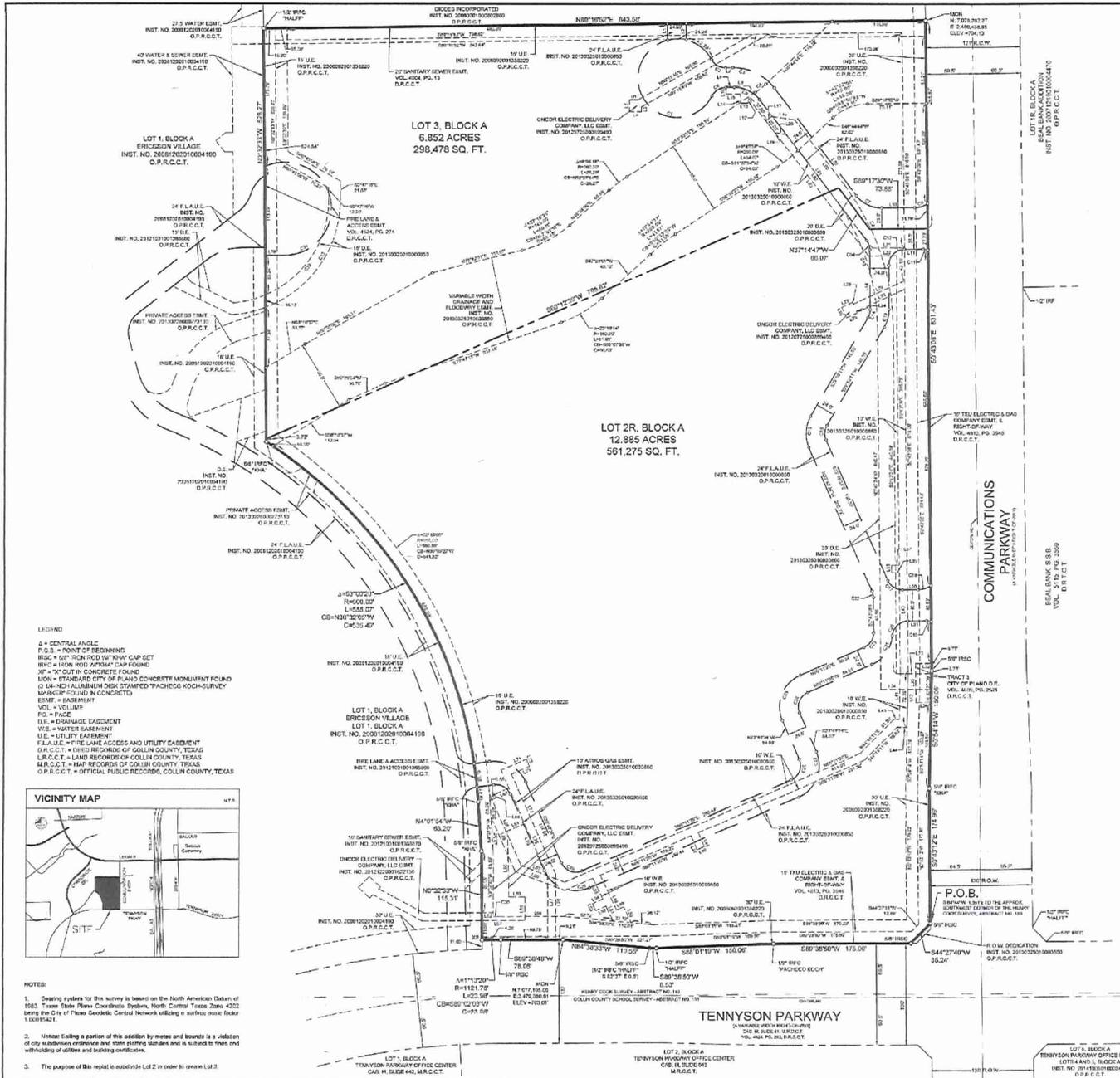
By: erPlano Property GP LLC,
a Delaware limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

EXHIBIT C

REPLAT

[Attached Hereto]

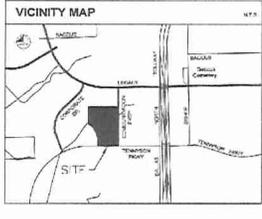


LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE	
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING
L1	N0°42'30"W	21.07	L22	S89°17'30"E	36.76	L43	S05°58'45"E
L2	S02°42'30"E	21.07	L23	S89°17'30"E	36.76	L44	S05°58'45"E
L3	S02°42'30"E	21.07	L24	S89°17'30"E	36.76	L45	S05°58'45"E
L4	S02°42'30"E	21.07	L25	S89°17'30"E	36.76	L46	S05°58'45"E
L5	S02°42'30"E	21.07	L26	S89°17'30"E	36.76	L47	S05°58'45"E
L6	S02°42'30"E	21.07	L27	S89°17'30"E	36.76	L48	S05°58'45"E
L7	S02°42'30"E	21.07	L28	S89°17'30"E	36.76	L49	S05°58'45"E
L8	S02°42'30"E	21.07	L29	S89°17'30"E	36.76	L50	S05°58'45"E
L9	S02°42'30"E	21.07	L30	S89°17'30"E	36.76	L51	S05°58'45"E
L10	S02°42'30"E	21.07	L31	S89°17'30"E	36.76	L52	S05°58'45"E
L11	S02°42'30"E	21.07	L32	S89°17'30"E	36.76	L53	S05°58'45"E
L12	S02°42'30"E	21.07	L33	S89°17'30"E	36.76	L54	S05°58'45"E
L13	S02°42'30"E	21.07	L34	S89°17'30"E	36.76	L55	S05°58'45"E
L14	S02°42'30"E	21.07	L35	S89°17'30"E	36.76	L56	S05°58'45"E
L15	S02°42'30"E	21.07	L36	S89°17'30"E	36.76	L57	S05°58'45"E
L16	S02°42'30"E	21.07	L37	S89°17'30"E	36.76	L58	S05°58'45"E
L17	S02°42'30"E	21.07	L38	S89°17'30"E	36.76	L59	S05°58'45"E
L18	S02°42'30"E	21.07	L39	S89°17'30"E	36.76	L60	S05°58'45"E
L19	S02°42'30"E	21.07	L40	S89°17'30"E	36.76	L61	S05°58'45"E
L20	S02°42'30"E	21.07	L41	S89°17'30"E	36.76	L62	S05°58'45"E
L21	S02°42'30"E	21.07	L42	S89°17'30"E	36.76	L63	S05°58'45"E

CURVE TABLE					CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	264°30'18"	50.00	265.88	N06°42'30"W	48.42	C16	37°48'37"	30.00	17.31	N72°42'30"E	17.19
C2	52°39'58"	23.00	21.20	S39°23'58"E	22.70	C17	17°48'57"	20.00	4.27	N04°48'14"W	5.19
C3	133°37'21"	61.00	61.11	S09°34'24"E	58.81	C18	59°44'58"	20.00	20.73	S00°04'58"E	21.38
C4	174°29'10"	100.00	173.54	N01°29'10"W	172.82	C19	32°38'42"	44.00	42.72	S20°38'42"E	45.42
C5	32°27'11"	43.00	37.32	N03°27'11"E	36.22	C20	23°39'27"	20.00	8.88	N12°39'27"E	9.01
C6	62°38'10"	23.00	21.70	S62°38'10"E	20.70	C21	58°34'31"	20.00	23.20	N24°34'31"E	22.93
C7	153°37'11"	45.00	17.52	S63°37'11"E	35.96	C22	69°39'57"	20.00	31.47	S31°39'57"E	28.39
C8	32°32'52"	35.00	17.48	N22°32'52"E	17.24	C23	59°38'57"	44.00	66.12	N01°38'57"E	62.73
C9	32°32'52"	35.00	17.48	N22°32'52"E	17.24	C24	59°39'57"	20.00	31.47	N01°39'57"E	28.39
C10	32°32'52"	20.00	18.50	N03°32'52"E	18.52	C25	69°39'57"	44.00	66.12	S21°39'57"E	62.23
C11	132°38'50"	20.00	6.81	N01°38'50"E	6.82	C26	59°38'57"	44.00	66.12	N01°38'57"E	62.23
C12	60°39'58"	20.00	31.47	S41°39'58"E	28.28	C27	59°39'57"	20.00	31.47	S01°39'57"E	28.28
C13	32°42'18"	44.00	23.50	S42°42'18"E	23.50	C28	67°27'37"	111.70	6.08	S07°27'37"E	6.08
C14	32°42'18"	20.00	16.72	N14°42'18"E	16.59	C29	32°42'18"	59.00	210.79	S12°42'18"E	116.21
C15	52°47'45"	20.00	16.78	N02°47'45"E	16.58	C30	67°27'37"	132.50	156.49	N02°47'45"E	141.40
C16	32°47'45"	44.00	41.31	N02°47'45"E	39.81	C31	67°27'37"	147.89	186.23	N04°47'45"E	169.31
C17	67°27'37"	20.00	28.97	S11°27'37"E	28.48	C32	32°42'18"	23.00	12.71	N11°42'18"E	12.64

LEGEND

Δ = CENTRAL ANGLE
 P.O.B. = POINT OF BEGINNING
 B.P.C. = BACK SIGHT ROD END CAP FOUND
 I.P.C. = IRON ROD W/ 1/4" CAP FOUND
 T.P. = 1/4" CUT IN CONCRETE FOUND
 I.M.S. = FURNISHED CITY OF PLANO AND CONCRETE MONUMENT FOUND
 M.A.S. = 1/4" ALUMINUM DISK STAMPED "TRACED" FOUND
 M.A.S. FOUND IN CONCRETE
 E.M.T. = EMBLEM
 VOL. = VOLUME
 NO. = PAGE
 I.E. = DRAINAGE EASEMENT
 W.E. = WATER EASEMENT
 F.L.A.E. = FIRE LANE ACCESS AND UTILITY EASEMENT
 O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 L.R.C.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS
 M.R.C.C.T. = MAP RECORDS OF COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



NOTES:

1. Bearing system for this survey is based on the North American Datum of 1983. Texas State Plane Coordinate System, North Central Texas Zone, AZ92 being the City of Plano Coordinate. Control Network utilizing a surface scale factor of 1.0000431.
2. Notes falling a portion of the addition by notes and bounds is a violation of city subdivision ordinance and state planning statutes and is subject to review and withdrawal of addition and building ordinance.
3. The purpose of this report is to divide Lot 2 in order to create Lot 3.

2015-346

Signature

REPLAT
ERICSSON VILLAGE ADDITION
 LOTS 2R AND 3, BLOCK A
 BEING A REPLAT OF
 ERICSSON VILLAGE ADDITION, LOT 2, BLOCK A
 19.737 ACRES SITUATED IN THE
 HENRY COOK SURVEY, ABSTRACT NO. 183
 CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley»Horn

12750 Merrill Drive, Suite 1000 Dallas, Texas 75221
 Phone: (972) 770-1300 Fax: (972) 230-1300

OWNER: ERICSSON REAL ESTATE HOLDINGS, INC. 17700 WINTERCREEK BLVD. SUITE 100 PLANO, TX 75024
 ENGINEER: KIMLEY HORN AND ASSOCIATES, INC. 17700 WINTERCREEK BLVD. SUITE 100 PLANO, TX 75024
 CONTACT: VICKIE BUNCH CONTACT: SARAH EGGETT, P.E.

Drawn by	Checked by	Date	Project No.	Sheet No.
SLJ	DAB	MAY 2015	06029001	1 OF 2

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS ERICSSON INC., is the owner of a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas...

BEGINNING at a 5/8" iron rod with "N64" cap set at the northeast corner of a right-of-way corner clip at the intersection of the north right-of-way line of Terryson Parkway...

THENCE with said right-of-way corner clip, South 44°27'49" West, a distance of 35.24 feet to a 6/8" iron rod with "N64" cap set in the said north right-of-way line of Terryson Parkway;

THENCE with said north right-of-way line of Terryson Parkway, the following courses and distances:

South 80°38'50" West, a distance of 178.00 feet to a 1/2" iron rod with "Porchee Koon" cap found for corner;

South 80°14'18" West, a distance of 180.00 feet to a 1/2" iron rod with "Hailf" cap found for corner;

South 80°38'50" West, a distance of 8.53 feet to a 5/8" iron rod with "N64" cap set for corner, from which a 1/2" iron rod with "Hailf" cap found for reference bears South 80°27' East, a distance of 0.5 feet;

North 84°30'33" West, a distance of 110.55 feet to a standard City of Plano concrete monument found for corner;

South 89°36'48" West, a distance of 78.00 feet to a 5/8" iron rod with "N64" cap set at the beginning of a tangent curve to the left having a central angle of 1°12'30", a radius of 1121.75 feet, a chord bearing and distance of South 89°02'03" West, 23.38 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 23.38 feet to an "X" cut in concrete found for corner in the east line of Lot 1, Block A, of Ericsson Village, Lot 1, Block A, an addition to the City of Plano, Texas, according to the plat, recorded in Instrument No. 20081930210004193, Official Public Records of Collin County, Texas at the southwest corner of said Lot 2;

THENCE departing said north right-of-way line of Terryson Parkway and with said east line of Lot 1, the following courses and distances:

North 0°32'33" West, a distance of 115.31 feet to a 5/8" iron rod with "N64" cap found for corner;

North 4°01'54" West, a distance of 63.20 feet to a 5/8" iron rod with "N64" cap found at the beginning of a tangent curve to the left having a central angle of 53°07'07", a radius of 600.50 feet, a chord bearing and distance of North 30°32'02" West, 332.49 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 355.07 feet to a 5/8" iron rod with "N64" cap found at the end of said curve;

North 0°32'33" West, a distance of 528.27 feet to a 1/2" iron rod with "Hailf" cap found at the southeast corner of a tract of land described in Special Warranty Deed to Diodes Incorporated recorded in Instrument No. 20030770100002860, Official Public Records of Collin County, Texas;

THENCE departing said east line of Lot 1 and with the south line of said Diodes Incorporated tract, North 80°18'52" East, a distance of 843.50 feet to a standard City of Plano concrete monument found for corner at said west right-of-way line of Communications Parkway;

THENCE with said west right-of-way line of Communications Parkway, the following courses and distances:

South 0°42'50" East, a distance of 831.43 feet to a 6/8" iron rod with "N64" cap set for corner;

South 0°56'14" West, a distance of 150.06 feet to a 5/8" iron rod with "N64" cap found for corner;

South 0°43'12" East, a distance of 174.90 feet to the POINT OF BEGINNING and containing 19,737 acres or 659,753 square feet of land.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ERICSSON INC., acting herein by and through their duly authorized officers, do hereby adopt this plat designating the heretofore described property as ERICSSON VILLAGE ADDITION, LOTS 2R AND 3, BLOCK A, an addition to the City of Plano, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and always shown thereon. The streets and always are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Plano. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the consent limits the use to particular utilities, said use by public utilities being subordinate to the public and City of Plano's use thereof. The City of Plano and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Plano and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, repairing, paroling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

The undersigned does hereby covenant and agree that he (they) shall construct upon the fee lands easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but not limited to the parking of motor vehicles, trailers, boats, or other improvements to the access of the fee easements. The maintenance of paving on the fee lands easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fee lands, stating "Fire Lane, No Parking." The poster of the duly authorized representative is hereby authorized to issue such signs and other easements to be maintained free and unobstructed at all times for Fire Department and emergency uses.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other road property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Plano, its agents, employees, workmen, and representatives having ingress, egress, and ingress in, along, upon, and across said premises.

This plat is hereby adopted by the owner (called "Owner") and approved by the City of Plano, (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: The drainage and floodway easement as shown and described by bearings and distances on the plat is called "Drainage and Floodway Easement." The Drainage and Floodway Easement is hereby dedicated to the public use forever, but including the following covenants with regard to maintenance responsibilities. The existing creek or creek traversing the Drainage and Floodway Easement will remain as an open channel at all times and shall be maintained by the individual owners of the lot or lots that are bounded by or adjacent to the Drainage and Floodway Easement. The City will not be responsible for the maintenance and operation of said creek or creeks or for any damage or injury to private property or person that results from the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of storm water runoff shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Floodway Easement. However, it is understood that in the event it becomes necessary for the City to channelize or consider erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City shall have the right, but not the obligation, to enter upon the Drainage and Floodway Easement of any parcel, or parcels, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage purposes. Each property owner shall keep the natural drainage channels and creeks traversing the Drainage and Floodway Easement adjacent to his property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Plano shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channels and creeks through the Drainage and Floodway Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages or injuries of any nature resulting from the occurrence of these natural phenomena, not resulting from the failure of any structure or structures, within the natural drainage channels, and the Owners hereby agree to indemnify and hold harmless the City from any such damages and injuries. Building areas outside the Drainage and Floodway Easement line shall be filled to a minimum elevation six inches on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

WITNESS, my hand, this 10th day of JUNE, 2015.

ERICSSON INC.

By: Vickie Bunch, Director of REPM, Americas

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Vickie Bunch, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 10th day of JUNE, 2015.

Susan Lynn Nye, Notary Public in and for the State of Texas



SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Dana Brown, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the same requirements herein thereon were properly placed under my personal supervision, in accordance with the Code of Professional Regulations of the City of Plano, Texas.

Dana Brown, Registered Professional Land Surveyor No. 0320, Kinney-Horn and Associates, Inc., 12750 Merit Drive, Suite 1000, Dallas, Texas 75251, Ph: 072-770-1500



STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Dana Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, 2015.

Notary Public, State of Texas, Print Name: Dana Brown



CERTIFICATE OF APPROVAL

APPROVED on this the 16th day of JUNE, 2015 by the Planning & Zoning Commission, City of Plano, Texas.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Doug Boudreau, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of JUNE, 2015.

Margaret Washington, Notary Public in and for the State of Texas, Print Name: Margaret Washington



SECRETARY, PLANNING & ZONING COMMISSION OR CITY ENGINEER

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Doug Boudreau, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 16th day of JUNE, 2015.

Margaret Washington, Notary Public in and for the State of Texas, Print Name: Margaret Washington



FILED FOR RECORD
OFFICIAL PUBLIC RECORDS
Collin County, Texas
06/17/2015 09:48:20 AM
1211 65 NORBIA
101004193000

2015-347

Signature

REPLAT
ERICSSON VILLAGE ADDITION
LOTS 2R AND 3, BLOCK A
BEING A REPLAT OF
ERICSSON VILLAGE ADDITION, LOT 2, BLOCK A
19.737 ACRES SITUATED IN THE
HENRY COOK SURVEY, ABSTRACT NO. 183
CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley Horn logo and contact information: 12750 Merit Drive, Suite 1000, Dallas, Texas 75251, Phone: (972) 770-1300, Fax: (972) 238-2000.

OWNER: ERICSSON REAL ESTATE HOLDINGS, INC. 12750 MERIT DRIVE, SUITE 1000, DALLAS, TEXAS 75251. CONTACT: VICKIE BUNCH.

ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 12750 MERIT DRIVE, SUITE 1000, DALLAS, TEXAS 75251. CONTACT: SHAWN SCOTT, P.E.

Scale: N/A, Elevation: GLJ, Checked By: DAB, Date: MAY 2015, Plot No: 090205001, Sheet No: 2 OF 2.

EXHIBIT D

LOT 2R

LEGAL DESCRIPTION

12.885 ACRES

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas and being all of Lot 2R, Block A of Ericsson Village Addition, Lots 2R and 3, Block A, an addition to the City of Plano, Texas according to the plat thereof recorded in Instrument No. 20150623010002250, and Cabinet 2015, Page 346, Official Public Records of Collin County, Texas, and being part of a tract of land described in Warranty Deed to Ericsson Inc. recorded in Instrument No. 20150610000691140, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set at the northeast corner of a right-of-way corner clip at the intersection of the north right-of-way line of Tennyson Parkway (a variable width right-of-way) and the west right-of-way line of Communications Parkway (a variable width right-of-way);

THENCE with said right-of-way corner clip, South 44°27'49" West, a distance of 35.24 feet to a 5/8" iron rod with "KHA" cap set in the said north right-of-way line of Tennyson Parkway;

THENCE with said north right-of-way line of Tennyson Parkway, the following courses and distances:

South 89°38'50" West, a distance of 175.00 feet to a 1/2" iron rod with "Pacheco Koch" cap found for corner;

South 88°01'19" West, a distance of 150.06 feet to a 1/2" iron rod with "Halfp" cap found for corner;

South 89°38'50" West, a distance of 8.53 feet to a 5/8" iron rod with "KHA" cap set for corner; from which a 1/2" iron rod with "Halfp" cap found for reference bears South 82°27' East, a distance of 0.5 feet; North 84°38'33" West, a distance of 110.55 feet to a standard City of Plano concrete monument found for corner;

South 89°38'48" West, a distance of 78.96 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the left having a central angle of 1°13'29", a radius of 1121.75 feet, a chord bearing and distance of South 89°02'03" West, 23.98 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 23.98 feet to an "X" cut in concrete found for corner in the east line of Lot 1, Block A of Ericsson Village, Lot 1, Block A, an addition to the City of Plano, Texas, according to the plat recorded in Instrument No.

20081202010004190, Official Public Records of Collin County, Texas and being the southwest corner of said Lot 2R;

THENCE departing said north right-of-way line of Tennyson Parkway and with said east line of Lot 1, the following courses and distances:

North 0°32'33" West, a distance of 115.31 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 4°01'54" West, a distance of 63.20 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 53°00'20", a radius of 600.00 feet, a chord bearing and distance of North 30°32'05" West, 535.49 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 555.07 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;

North 0°32'33" West, a distance of 3.73 feet to a 5/8" iron rod with "KHA" cap set for the southwest corner of said Lot 3;

THENCE departing said east line of Lot 1 and with the south line of said Lot 3, the following courses and distances:

North 66°12'39" East, a distance of 795.62 feet to an "X" cut in concrete found for corner;
South 37°14'47" East, a distance of 66.07 feet to an "X" cut in concrete found for corner;
North 89°17'30" East, a distance of 73.88 feet to an "X" cut in concrete found for corner in said west right-of-way line of Communications Parkway and being the southeast corner of said Lot 3;

THENCE with said west right-of-way line of Communications Parkway, the following courses and distances:

South 0°43'08" East, a distance of 565.56 feet to a 5/8" iron rod with "KHA" cap set for corner;
South 0°54'14" West, a distance of 150.06 feet to a 5/8" iron rod with "KHA" cap found for corner;
South 0°43'12" East, a distance of 174.99 feet to the **POINT OF BEGINNING** and containing 12.885 acres or 561,275 square feet of land.

Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas Zone 4202 being the City of Plano Geodetic Control Network utilizing a surface scale factor 1.00015421.

EXHIBIT E

LOT 3

LEGAL DESCRIPTION

6.852 acres

BEING, a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas and being part of Lot 2, Block A of Ericsson Village Addition, Lot 2, Block A, an addition to the City of Plano, Texas according to the Final Plat recorded in Instrument No. 20130325010000850, Official Public Records of Collin County, Texas, and being part of a tract of land described in Special Warranty Deed to Ericsson Real Estate Holdings, Inc. recorded in Instrument No. 20111208001327000, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a City of Plano concrete monument set in the west right-of-way line of Communications Drive, (a 121-foot right-of-way), and being the northeast corner of said Lot 2, Block A and the southeast corner of a tract of land described in Special Warranty Deed to Diodes Incorporated recorded in Instrument No. 20080701000802860, Official Public Records of Collin County, Texas;

THENCE with said west right-of-way line, South 00°43'08" East, a distance of 265.87 feet to a point for corner;

THENCE departing said west right-of-way line the following courses and distances, to wit:

South 89°17'30" West, a distance of 73.88 feet to a point for corner;

North 37°14'47" West, a distance of 66.07 feet to a point for corner;

South 66°12'39" West, a distance of 795.62 feet to a point for corner, corner in the east line of Lot 1, Block A of Ericsson Village, Lot 1, Block A, an addition to the City of Plano, Texas, according to the plat recorded in Instrument No. 20081202010004190, Official Public Records of Collin County, Texas;

THENCE with the east line of said Lot 1, Block A, North 00°32'33" West a distance of 524.54 feet to a to a 1/2" iron rod with "Half" cap found for the southwest corner of said Diodes tract and being the northwest corner of said Lot 2, Block A

THENCE departing said east line of Lot 1 and with the south line of said Diodes Incorporated tract, North 89°16'52" East, a distance of 843.58 to the **POINT OF BEGINNING** and containing 6.852 acres or 298,478 square feet of land.

Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas Zone 4202 being the City of Plano Geodetic Control Network utilizing a surface scale factor 1.00015421.

EXHIBIT F

[Attached Hereto]

