

**REVISED AND RESTATED
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Revised and Restated Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (“City”), and Tyler Technologies, 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 integrated software and technology services to the public sector and plans to add Eleven Million, Five Hundred Thousand Dollars (\$11,500,000.00) of Real Property improvements and Four Hundred Eighty Thousand Dollars (\$480,000.00) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 139,000 gross square feet of office space and transfer, create and maintain up to 400 Full-Time Job Equivalents whose assigned work location is at the Real Property within Company’s Human Resource system(s) of record(s) and who are residents of one of the eleven counties in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (as shown on the map of Metropolitan and Micropolitan Statistical Areas of the United States and Puerto Rico published by the U.S. Census Bureau as of March 2020) or Cooke, Fannin or Grayson County (such fourteen-county area, “MSA Area”) 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 City Council finds that the occupancy of at least 139,000 gross square feet of office space and the retention, creation or transfer of up to 400 Full-Time Job Equivalents whose assigned work location is at the Real Property within Company’s Human Resource system(s) of record(s) and who are residents of the MSA Area 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, Company hereby acknowledges and agrees that the City has disbursed all funds contemplated by Article IV hereof and otherwise fully complied with its obligations under the Original Agreement through the Effective Date. City hereby acknowledges and agrees that Company has met the minimum number of Full-Time Job Equivalents and otherwise fully complied with its obligations under the Original Agreement through the Effective Date; and

WHEREAS, as of the Effective Date, the herein Revised and Restated Agreement supersedes and replaces the Original Agreement in its entirety.

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:

“Company” shall mean Tyler Technologies, Inc., a Delaware corporation.

“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 downturn shall not constitute an Event of Force Majeure.

“Full-Time Job Equivalent(s)” shall mean one or more Company employees, whether individual or combined with other employees, whose assigned work location is at the Real Property within Company’s Human Resource system(s) of record(s), is a resident of the MSA Area, is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company. Company shall retain a copy of the W-2 forms, or other similar documents, for each such person representing such person’s residence that is reported in the Company’s annual certification(s).

“Original Agreement” shall mean the Economic Development Incentive Agreement as approved by City Council in their regular meeting on September 10, 2012. The parties acknowledge that Company has timely submitted Exhibit A, Exhibit B, Exhibit C and Exhibit D for years through January 2021.

“Real Property” or “Property” shall mean 5101 Tennyson Parkway, Plano, Texas 75024.

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 agrees to perform the following:

- (a) On or before December 31, 2013, occupy at least 139,000 gross square feet of office space on the Real Property throughout the term of the Agreement; and
- (b) By December 31, 2013, create or transfer at least up to 320 Full-Time Job Equivalents and maintain those Full-Time Job Equivalents at the Real Property throughout the Agreement; and
- (c) By December 31, 2015, create up to 80 additional Full-Time Job Equivalents at the Real Property throughout the Agreement and maintain those Full-Time Job Equivalents at the Real Property throughout the Agreement; and
- (d) 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.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Four Hundred Thousand Dollars (\$400,000.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

- (a) By December 31, 2013, Company shall occupy not less than 139,000 gross square feet of office space and transfer or create at least 320 Full-Time Job Equivalents at the Real Property to be eligible to receive a payment of One Hundred Sixty Thousand Dollars (\$160,000.00). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit “A” certifying compliance with the obligations set forth in Article III 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.

To be eligible to receive the second payment of One Hundred Sixty Thousand Dollars (\$160,000.00), Company must submit its second certification verifying continued compliance with Article III above as of December 31, 2014 using the form attached hereto as Exhibit "B" not later than January 31, 2015. **The payment will not be pro-rated. A failure to provide this certification by that date is an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03 and an immediate and complete forfeiture of the remaining grant.**

Company shall be eligible to receive a third grant payment of up to Eighty Thousand Dollars (\$80,000.00) if Company adds up to an additional 80 Full-Time Job Equivalents to the existing 320 Full-Time Job Equivalents at the Real Property by December 31, 2015. This amount will be pro-rated at One Thousand Dollars (\$1,000.00) per Full-Time Job Equivalent for each Full-Time Job Equivalent added over the initial 320 Full-Time Job Equivalents up to a total of 400 Full-Time Job Equivalents. Company must submit its third certification verifying additional Full-Time Job Equivalents added and continued compliance with Article III above as of December 31, 2015 using the form attached hereto as Exhibit "C" not later than January 31, 2016. **Company shall not receive any payment for Full-Time Job Equivalents added after December 31, 2015. A failure to provide this certification by that date is an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03 and an immediate and complete forfeiture of the remaining grant.**

City will make the payment within thirty (30) days of receipt of the initial and subsequent certifications unless the City reasonably objects to the certification but payment shall not be made earlier than an eligibility date as stated above.

(b) Beginning January 2017, Company must submit an annual certification on the form attached hereto as Exhibit "D" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.**

(c) All certifications must be executed by the Company's chief executive or financial officer

4.03 Refund/Default.

(a) If the Company fails to meet the required number of Full-Time Job Equivalents 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:

(i) Five Hundred Dollars (\$500.00) for each lost Full-Time Job Equivalent that occurs after receipt of the first installment of the grant payment pursuant to Section 4.02(a) but before the receipt of the second installment of the grant payment; and

(ii) One Thousand Dollars (\$1,000.00) for each lost Full-Time Job Equivalent that occurs after receipt of the second or third grant payments pursuant to Section 4.02(a).

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 Full-Time Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit “B”, “C” or “D”. A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Full-Time Job Equivalent(s), Company is not entitled to any future payment for that lost Full-Time Job Equivalent(s) notwithstanding that it subsequently complies with the Full-Time Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire 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 the Company fails to maintain occupancy at the Property, in default of Article III, Section (a) herein, at any point during the term of the Agreement, the full amount of the entire grant paid shall be refunded by Company to the City immediately. Occupancy of the site shall mean that the Company is regularly open and operating their business at the Property and the Full-Time Job Equivalent’s, as required by Article III herein, assigned work location is at the Property. 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.

(d) At any time during the term of 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 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 **Events of Termination.** 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 Full-Time 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 5.01 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

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 wholly owned 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 ninety (90) percent 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) in the preceding paragraph, 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 (30) 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: Mr. Mark D. Israelson
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company:
Tyler Technologies, Inc.
Attention: Mr. Rusty Smith
President of Courts and Justice Division
5101 Tennyson Parkway
Plano, TX 75024

With a copy to:
Tyler Technologies, Inc.
Attention: Ms. Abigail Diaz
Chief Legal Officer
5101 Tennyson Parkway
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.

This Agreement shall be effective upon the last date on which all parties have executed this agreement.

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Mark D. Israelson, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

TYLER TECHNOLOGIES, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____a. I hereby certify that Tyler Technologies, Inc. has occupied at least 139,000 square feet of office space and transferred or created at least 320 Full-Time Job Equivalent positions at the Real Property by December 31, 2013 and is in compliance with the Agreement and is entitled to receive initial payment in accordance with Section 4.02(a) of that Agreement. The actual number of Full-Time Job Equivalents is _____

_____b. I hereby certify that Tyler Technologies, Inc. has failed to occupy at least 139,000 square feet of office space and failed to retain, transfer or add at least 320 Full-Time Job Equivalent positions at the Real Property by December 31, 2013 and is not in compliance with the Agreement and is not entitled to receive initial payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Full-Time Job Equivalents is _____

ATTEST:

TYLER TECHNOLOGIES, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

This Certification is due by March 31, 2014.

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

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Tyler Technologies, Inc. has continued to occupy at least 139,000 square feet of office space and has continued to maintain at least 320 Full-Time Job Equivalents at the Real Property as of December 31, 2014 and is in compliance with all terms of the Agreement and is entitled to receive a second grant payment in accordance with Section 4.02 (a). The actual number of Full-Time Job Equivalents is _____

_____ b. I hereby certify that Tyler Technologies, Inc. has failed to continue to occupy at least 139,000 square feet of office space and/or has failed to continue to maintain at least 320 Full-Time Job Equivalents at the Real Property as of December 31, 2014 and is not entitled to a second grant payment. The actual number of Full-Time Job Equivalents is _____. I further certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement.

ATTEST:

TYLER TECHNOLOGIES, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

This form is due by January 31, 2015.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

THIRD CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Tyler Technologies, Inc. has transferred or created up to 80 additional Full-Time Job Equivalents to the existing initial 320 Full-Time Job Equivalents at the Real Property by December 31, 2015 and is in compliance with all terms of the Agreement and is entitled to receive a third grant payment in accordance with Section 4.02 (a). The actual number of Full-Time Job Equivalents is _____

_____ b. I hereby certify that Tyler Technologies, Inc. has not transferred or created up to 80 additional Full-Time Job Equivalents to the existing initial 320 Full-Time Job Equivalents at the Real Property by December 31, 2015 pursuant to the Agreement. The actual number of Full-Time Job Equivalents is _____. I further certify that the City of Plano is not required to pay a third grant payment to Tyler Technologies, Inc. and has been refunded any appropriate amounts as required by Section 4.03 of the Agreement.

ATTEST:

TYLER TECHNOLOGIES, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

This form 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”

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Tyler Technologies, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or created number of Full-Time Job Equivalents has not fallen below the number for which Tyler Technologies, Inc. has received a grant payment in accordance with the terms and conditions set out in Article III. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was _____

_____ b. I hereby certify that Tyler Technologies, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or created number of Full-Time Job Equivalents has fallen below the number for which Tyler Technologies, Inc. has received a grant payment in accordance with the terms and conditions set out in Article III. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was _____. I further certify that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

TYLER TECHNOLOGIES, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

This form is due by January 31 of each year beginning January 2017 and as long as this Agreement is in effect with the final annual certification due on January 31, 2023.

This Certificate of Compliance should be mailed to:

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