

**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 Capital One, National Association, a national banking association (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is a full service bank providing a broad spectrum of financial products and services to consumers, small businesses and commercial clients and added real property improvements with an initial expenditure of not less than Fifteen Million Dollars (\$15,000,000.00) or a taxable value of not less than Five Million Dollars (\$5,000,000.00) in the City of Plano and anticipated to expend not less than Four Million (\$4,000,000.00) on Business Personal Property; and

WHEREAS, Company constructed and occupies not less than 135,000 square feet of commercial office space in Building 3, Phase III, at Capital One’s Campus located at 7941 Preston Road, Plano, Texas, 75024 (the “Property”); and added 200 Full-Time Job Equivalent (“FTE”) positions to the Campus; and

WHEREAS, the occupancy of 135,000 square feet of office space (the “Improvements”) and the creation or transfer of 200 new FTE positions will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, Company added Twenty-Nine Million Dollars (\$29,000,000) of Real Property improvements and added Six Million Dollars (\$6,000,000) of Business Personalty Property; and

WHEREAS, Company constructed and occupies Building 7, Phase V, consisting of a minimum of 200,000 square feet of commercial office space at Company’s Plano Campus and transferred or created up to 700 additional Full-Time Job Equivalents whose assigned work location is at the Campus within Company’s 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, City and Company entered into an initial Economic Development Incentive Agreement, as approved by the City Council of the City of Plano, on November 8, 2010 (hereinafter “Original Agreement”), which was further amended (hereinafter “First Amendment”), as approved by the City Council of the City of Plano, on November 9, 2015 to promote economic development, stimulate commercial activity and enhance the tax base 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 the City's inhabitants and will promote local economic development and 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 and the First Amendment 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 and the First Amendment through the Effective Date; and

WHEREAS, as of the Effective Date, the herein Revised and Restated Agreement supersedes and replaces the First Amendment and the Original Agreement in their 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:

"Baseline Full-Time Job Equivalents" shall mean Four Thousand (4,000) Full-Time Job Equivalents positions required at the Company's Campus, which include the Company's 1,200 Full-Time Job Equivalents from Company's Phase I and Phase II that were required with the prior agreements. The Baseline Full-Time Job Equivalents shall be used as benchmark for calculating additional Full-Time Job Equivalent requirements for purposes of the grant payments pursuant to Article III Subsection (f) and (g) herein.

"Campus" shall mean all Company facilities identified as Buildings 1, 2, 3, 4, 5, 6, 7 and Company's Conference Center, located at 8036 Dominion Parkway, in Plano, Texas, 75024.

"Company" shall mean Capital One, National Association, and all of its affiliates.

“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 impact the Company’s operations in Plano.

“Full-Time Job Equivalent(s)” shall mean one or more Company employees or one of its affiliates employees, whether individual or combined with other employees, whose assigned work location is at the Campus within Company’s 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). For purposes of this Agreement, Full-Time Job Equivalents shall not include the initial Four Thousand (4,000) Baseline Full-Time Job Equivalents assigned at the Campus.

“Real Property” or “Property” shall mean Building 3 at 7941 Preston Road, Plano, Texas, 75024 and Building 7 at 8066 Dominion Parkway, Plano, Texas, 75024.

“First Amendment” shall mean the First Amendment to the Economic Development Incentive Agreement as approved by City Council in their regular meeting on November 9, 2015.

“Original Agreement” shall mean the Economic Development Incentive Agreement as approved by City Council in their regular meeting on November 8, 2010.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2027, unless sooner terminated as provided herein.

Article III

Obligations of Company

In consideration for the grant of public funds as set forth in Article IV, Section 4.01 below, the Company agrees to perform the following:

(a) Construct Building 3 consisting of new commercial office space of 135,000 square feet on the Property on or before March 31, 2012; and

(b) Create or transfer 200 Full-Time Job Equivalents assigned at the Campus on or before July 1, 2012; and

(c) Maintain the 200 Full-Time Job Equivalents for which a grant was paid pursuant to this Agreement for the remainder of the term of this Agreement; and

(d) Construct Building 7 consisting of new commercial office space of 200,000 square feet on the Property on or before December 31, 2017; and

(e) Maintain Four Thousand (4,000) as the number of Baseline Full-Time Job Equivalents assigned at the Campus throughout the term of this Agreement; and

(f) Subject to maintaining the required Baseline Full-Time Job Equivalents, Company shall transfer or create a minimum of 400 additional Full-Time Job Equivalents assigned at the Campus on or before December 31, 2017 and maintain the 400 additional Full-Time Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Full-Time Job Equivalents throughout the term of the Agreement; and

(g) By December 31, 2018, and subject to maintaining the required number of Baseline Full-Time Job Equivalents in addition to the Full-Time Job Equivalents added pursuant to Article III, Section (f) herein, Company may transfer or create up to 300 additional Full-Time Job Equivalents assigned at the Campus, for a combined total of up to 4,700 Full-Time Job Equivalents assigned at the Campus, and maintain those additional Full-Time Job Equivalents throughout the term of the Agreement; and

(h) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities at the Campus, at facilities located in the City of Plano.

Article IV **Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company the following incentives:

(a) A cash grant of up to One Hundred Thousand Dollars (\$100,000) for the reimbursement of permit, building inspection, engineering and planning fees paid to the City by Company for the construction of the Improvements on the Property. Such grant shall be payable by the City within thirty (30) days of request thereof but not later than October 1, 2012. (Subsequently, Company has received a reimbursement of Eighty-Six Thousand Eight Hundred Twelve Dollars and Sixty-Nine Cents (\$86,812.69) for this category.)

(b) The Company shall be entitled to an initial grant payment ("Initial Grant Payment") of One Hundred Twenty Thousand Dollars (\$120,000) from the City under this Agreement payable within thirty (30) days after the City's receipt of the Initial Certification

Exhibit “A”, that the Company has met its obligations as set forth in Article III (a) and (b) above. (Subsequently, Company has received a grant payment of One Hundred Twenty Thousand Dollars (\$120,000) for this category.)

(c) The Company shall be entitled to a third grant payment (“Third Grant”) equal to Six Hundred Dollars (\$600) times the additional Full-Time Job Equivalents, in excess of 200, assigned at the Campus before March 31, 2014 and maintained for the remaining term of the Agreement. Such Third Grant payment shall not exceed One Hundred and Eighty Thousand Dollars (\$180,000). Payment shall be made thirty (30) days after receipt of Exhibit “A”. (Subsequently, Company has received a second grant payment of One Hundred Eighty Thousand Dollars (\$180,000) for this category.)

(d) By December 31, 2017 and subject to maintaining the required number of Baseline Full-Time Job Equivalents assigned at the Campus, Company shall transfer or create a minimum of 400 Full-Time Job Equivalents assigned at the Campus for a total minimum of 4,400 Full-Time Job Equivalents assigned at the Campus to be eligible to receive a fourth cash grant payment (“Fourth Grant”). Such Fourth Grant payment shall not exceed Two Hundred Forty Thousand Dollars (\$240,000). Payment shall be made thirty (30) days after receipt of Exhibit “C”. (Subsequently, Company has received a grant payment of Two Hundred Forty Thousand Dollars (\$240,000) for this category.); and

(e) By December 31, 2018, and subject to Company maintaining the required number of Baseline Full-Time Job Equivalents and Full-Time Job Equivalents required pursuant to Section 4.01 (d) herein, Company may add up to an additional 300 Full-Time Job Equivalents for a total of up to 4,700 Full-Time Job Equivalents assigned at the Campus to be eligible to receive a fifth grant payment (“Fifth Grant”) of up to One Hundred Eighty Thousand Dollars (\$180,000) which may be pro-rated at Six Hundred Dollars (\$600) for each Full-Time Job Equivalent up to the maximum amount allowed herein. Such Fifth Grant payment shall not exceed One Hundred Eighty Thousand Dollars (\$180,000). Payment shall be made thirty (30) days after receipt Exhibit “C”. (Subsequently, Company has received a grant payment of One Hundred Eighty Thousand Dollars (\$180,000) for this category.).

(f) Beginning January 31, 2016, Company must submit an annual certification on the form attached hereto as Exhibit “B” 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 4.02.

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

(a) In the event the Company fails to perform its obligations as set forth in Article III for the full term of this Agreement, Company shall, as liquidated damages, refund to the City the full amount of this grant. In the event the Company allows the Full-Time Job Equivalents assigned at the Campus to fall below the number of Full-Time Job Equivalents for

which it has received a grant payment, for more than one hundred eighty (180) consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to the following:

(i) If Company's Full-Time Job Equivalents drop below the range of Four Thousand Seven Hundred (4,700) down to Four Thousand One (4,001) Full-Time Job Equivalents for more than 180 consecutive days during the term of this Agreement, the Company shall refund to the City an amount equal to Six Hundred Dollars (\$600) for each lost Full-Time Job Equivalent; and

(ii) If the Company's Baseline Full-Time Job Equivalents drop below the range of Four Thousand (4,000) to Three Thousand Five Hundred One (3,501) Full-Time Job Equivalents for more than 180 consecutive days during the term of this Agreement, the Company shall refund the City an amount equal to Seven Hundred Seventy-Three Dollars (\$773) for each lost Full-Time Job Equivalent.

For purposes of determining whether the City is due a refund under this section, an officer of the Company shall certify to the City by January 31, 2016 and by January 31st of each year thereafter during the term of this Agreement the actual number of Full-Time Job Equivalents assigned at the Campus for the preceding calendar year, using the certification form substantially in the form of the attached as Exhibit "B". All refunds under this Agreement shall be due within sixty (60) days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount paid to Company as set forth in Section 4.01.

(b) If the Company fails to maintain occupancy at the Campus, in default of Article III, Section (a) and (d) 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 Campus and the Full-Time Job Equivalent's, as required by Article III herein, assigned work location is at the Campus. 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) In the event the Company, at any time during the term of this Agreement, 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 one hundred twenty (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:

- (a) Five (5) years from the end of the Agreement period; or
- (b) 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. Company's books and records need not be maintained on the Real Property, and copies of said books and records may be made available to City electronically. 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
Attn: Mark D. Israelson
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:
City of Plano, Texas
Attn: Paige Mims
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company:
Capital One, N.A.
Attention: Real Estate Administration Office
8050 Dominion Parkway
Plano, Texas 75024

With a copy to:
Capital One, N.A.
Attention: Associate General Counsel, Corporate Real Estate
1600 Capital One Drive
Tysons, Virginia 22102
Electronic copy to: leasenotifications@capitalone.com

8.05 **Compliance with Equal Rights Ordinance.** Company agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

“It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;

(b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;

(c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;

(d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;

(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;

(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;

(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;

(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment;

(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

Company also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance's application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the contract will be placed on hold.

8.06 **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.

8.07 **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.

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

8.09 **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.

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

8.11 **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.

8.12 **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 Revised and Restated 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:

CAPITAL ONE, NATIONAL
ASSOCIATION, a national banking
association

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE*

I hereby certify that CAPITAL ONE, NATIONAL ASSOCIATION has occupied not less than 135,000 square feet of commercial space in Building III on the Property and has added _____ new Job Equivalent positions to the Property. CAPITAL ONE, NATIONAL ASSOCIATION, is in compliance with subsections (__) of Article III of the Agreement and is entitled to receive payment under the terms of that Agreement.

ATTEST: CAPITAL ONE,
NATIONAL ASSOCIATION, a national
banking association

BY: _____
Daniel R. Mortensen
Senior Vice President Facilities
Management/Real Estate

NOTE:

This Certificate of Compliance should be mailed to:

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

*This form may be modified as appropriate to certify payment for the Additional Grant Payment.

EXHIBIT "B"

ANNUAL CERTIFICATION OF COMPLIANCE

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

- _____ a. I hereby certify that Capital One, National Association, a national banking association, is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has not fallen below the number for which Capital One, National Association, a national banking association, has received a grant payment in accordance with the terms and conditions set out in Article IV, Section 4.01 of the Original Agreement, the First Amendment and the Revised and Restated Agreement. 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 Capital One, National Association, a national banking association, is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has fallen below the number for which Capital One, National Association, a national banking association, has received a grant payment. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was _____ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.02 of the Original Agreement, the First Amendment and the Revised and Restated Agreement.

ATTEST:

CAPITAL ONE, NATIONAL
ASSOCIATION, a national banking
association

Name: _____
Title: _____

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

NOTE: This form is due by January 31 of each year beginning on January 31, 2016 and as long as this Agreement is in effect and should be mailed to:

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

CERTIFICATION FOR FOURTH AND FIFTH GRANTS

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

(This Certification must be returned no earlier than July 1, 2018 and no later than October 1, 2018.)

- _____ a. I hereby certify that Capital One, National Association, has transferred or created the additional 400 Job Equivalents at the Real Property by December 31, 2017 in addition to maintaining the 4,000 Baseline Job Equivalents at the Campus, and is entitled to receive a fourth (4th) grant payment in accordance with Article IV the Agreement. I further certify that as of December 31, 2017, the total number of Job Equivalents was _____.
- _____ b. I hereby certify that Capital One, National Association, has failed to transfer or create the additional 400 Job Equivalents in addition to maintaining the 4,000 Baseline Job Equivalents at the Campus by December 31, 2017, and is not entitled to receive a fourth (4th) grant payment in accordance with Article IV of the Agreement. The actual number of Job Equivalents is _____.
- _____ c. **(FOR USE IN JANUARY 2019 ONLY IF APPLICABLE)** I hereby certify that Capital One, National Association, a national banking association, is in compliance with all terms and conditions of the Agreement and that as of December 31, 2018, Capital One, National Association, a national banking association, has added ____ total number of Job Equivalents (not to exceed 300), in addition to the 4,400 existing Job Equivalents, and is entitled to receive a fifth (5th) grant payment in accordance with Article IV of the Agreement. I further certify that as of December 31 of the prior year, the total number of Job Equivalents was _____.

ATTEST:

CAPITAL ONE, NATIONAL
ASSOCIATION, a national banking
association

Name: _____
Title: _____

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

This Certificate of Compliance should be mailed to:

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