

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas, a home-rule municipal corporation (“City”) and AT&T Services Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is a multinational telecom and communication services corporation and agrees to construct, or cause to be constructed, and occupy a minimum of 2,000,000 square feet of new office, amenity, and retail space for the Company’s global headquarters operations at 5400 Legacy Drive, Plano Texas 75024 on or before December 31, 2029; and

WHEREAS, Company agrees to construct or cause to be constructed Real Property Improvements that have a minimum Construction Cost of \$1,350,000,000.00 on the Property; and

WHEREAS, Company may transfer, retain, or create and maintain up to 10,000 FTEs at the Property throughout the Term of this Agreement; and

WHEREAS, Company intends to Occupy the Property and maintain all FTE for twenty-five (25) years; and

WHEREAS, 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, City Council finds that the construction and Occupancy of a minimum 2,000,000 square feet of office, amenity, and retail space at the Real Property with an investment of at least \$1,350,000,000.00 in Real Property Improvements and the creation or transfer and maintenance of up to 10,000 FTEs will promote economic development, stimulate commercial activity, and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I **Definitions**

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

“Affiliate” shall mean, with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such Person.

“Business Day” shall mean Monday through Friday of each week, except any federal holidays designated by the Government of the United States shall not be regarded as a Business Day.

“Commencement Date” shall mean the date of occupancy of the Real Property or December 31, 2029, whichever comes first.

“Company” shall mean AT&T Services Inc., its Affiliate, and its permitted successors and assigns.

“Construction Cost” shall mean the actual hard costs related to the construction of the Real Property Improvements as paid or acquired by or on behalf of the Company. Construction Cost shall not include any soft construction costs.

“Control” and any derivation thereof shall mean, as to a Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, statutory authority or otherwise.

“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, pandemics, epidemics, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn not caused by any of the foregoing shall not constitute an Event of Force Majeure.

“Full-Time Job Equivalent(s)” or “FTE” shall mean one or more Company Entity employees, whether individual or combined with other employees, whose assigned work location is primarily at the Real Property within any Company Entity’s human resource system(s) of record(s), is a resident of the MSA Area, is

paid a total of at least 2,080 hours annually and issued an Internal Revenue Service W-2 form by any Company Entity. Company or another Company Entity 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). FTE shall exclude (a) employees who primarily work remotely outside the MSA Area and (b) independent contractor positions.

"MSA Area" is a fourteen-county area which includes 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), Cooke County, Fannin County, and Grayson County.

"Occupancy" or "Occupy" shall mean the Company has obtained a certificate of occupancy for the Real Property and is regularly open and operating their business at the Real Property.

"Person" shall mean a natural person, general partnership, limited partnership, limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Project" means the Property and the Real Property Improvements.

"Real Property" or "Property" shall mean the real estate located at 5400 Legacy Drive, Plano, TX 75024.

"Real Property Improvements" shall mean all buildings, structures, fixtures, and other improvements of a permanent nature located on, attached to, or incorporated into the Real Property constructed by or on behalf of Company.

Article II Term

The term of this Agreement shall begin on the Commencement Date and continue for twenty-five (25) years thereafter, unless sooner terminated as provided herein ("Term").

Article III Obligations of Company

In consideration of the grant described in Article IV, the Company Entities shall:

(a) By the Commencement Date, construct or cause to be constructed a minimum of 2,000,000 square feet of new office, amenity, and retail space at the Real Property and maintain Occupancy throughout the Term of the Agreement; and

(b) By the Commencement Date, construct or cause to be constructed Real Property Improvements that have a minimum Construction Cost of \$1,350,000,000.00 on the Real Property; and

(c) By Commencement Date, transfer, retain, and/or create and maintain at least 4,000 FTE for a minimum of 180 days prior to grant payment and continue to maintain those FTE at the Real Property throughout the Term of the Agreement; and

(d) By December 31, 2034, and subject to Company maintaining its obligation described in Article III(a) and (c), transfer and/or create and maintain an additional 4,000 FTE at the Real Property throughout the Term of the Agreement; and

(e) By December 31, 2039, and subject to Company maintaining its obligations described in Article III(a), (c), and (d), transfer and/or create and maintain up to 2,000 additional FTE at the Real Property throughout the Term of the Agreement; and

(f) Use reasonable efforts to use facilities, including hotels and motels, located in the City of Plano, Texas for any Company-related or sponsored business activities throughout the Term of the Agreement; and

(g) Use reasonable efforts to use the words “Plano, Texas” or “Plano, TX” when referencing the address for the Company on printed or electronic materials.

Article IV **Economic Development Grant**

4.01 Grant. City agrees to provide the Company a grant of up to \$20,000,000.00 (“Grant”) as long as Company meets each of the obligations of this Agreement.

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

(a) **Redevelopment Grant.** Company shall be entitled to a grant payment of \$10,000,000.00 to offset costs to complete the construction of Real Property Improvements (“Redevelopment Grant”) if:

1. Company complies with the obligations set forth in Article III(a) and (b); and
2. Company submits a certification, with documentation, that the Company has added a minimum of \$1,350,000,000.00 in Construction Cost of Real Property Improvements on the Property.

The Redevelopment Grant shall not be pro-rated.

(b) **Fee Waiver.** In consideration of Company's performance of the obligations set forth in Article III, the City agrees to provide a fee waiver to all City fees related to the construction and development of the Real Property Improvements including, but not limited to permit fees, building inspection fees, engineering fees, and planning fees. No fee waiver will be granted for any "fee in lieu" charges that the City may require. Company shall not be entitled to any fee waivers after December 31, 2030.

(c) **Job Creation Grant #1.** Company shall be entitled to a grant payment of \$4,000,000.00 ("Job Creation Grant #1") if Company complies with the obligations set forth in Article III(a) and (c). The Job Creation Grant #1 shall not be pro-rated.

(d) **Job Creation Grant #2.** Company shall be entitled to a grant payment of \$4,000,000.00 ("Job Creation Grant #2") if Company complies with the obligations set forth in Article III(a), (c), and (d). The Job Creation Grant #2 shall not be pro-rated.

(e) **Job Creation Grant #3.** Company shall be entitled to a grant payment of \$2,000,000.00 ("Job Creation Grant #3") if Company complies with the obligations set forth in Article III(a), (c), (d), and (e).

1. In addition, the Job Creation Grant #3 may be pro-rated. Specifically, for each additional FTE transferred and/or created and maintained greater than 8,000 FTEs, the Company shall be entitled to a grant payment of \$1,000.00 per FTE added. The maximum amount Company may be entitled to under Job Creation Grant #3 is \$2,000,000.00.

(f) **Initial Grant Request.** Company shall submit one cumulative grant request for payment under the Redevelopment Grant and the Job Creation Grant #1 (the "Initial Grant Request") to the City. Such Initial Grant Request shall include any documentation required by each Grant. With the Initial Grant Request, Company shall submit an executed Certificate of Compliance form, attached as **Exhibit "A."** The Company shall submit its Initial Grant Request to the City between 180 days after the Commencement Date and one calendar year (365 days) after the Commencement Date (the "Initial Grant Request Form"). Subject to Section 5.01(b) below, the City's obligation to pay the Company under the Redevelopment Grant and Job Creation Grant #1 shall terminate if the Company does not timely deliver to the City the Initial Grant Request Form.

1. The City will make the Redevelopment Grant and Job Creation Grant #1 payment within thirty (30) days of receipt of the Initial Grant Request. City may, in its sole discretion, withhold such payment if additional documents or information is reasonably necessary from the Company and until such additional documents or information is provided.

(g) **Job Creation Grants Payment Request.**

1. For the Job Creation Grant #2 payment request, the Company must submit an executed Certification of Compliance (**Exhibit A**). The

Company's request for payment under the Job Creation Grant #2 must be submitted to the City by January 31, 2035. Subject to Section 5.01(b) below, a failure to submit the payment request by January 31, 2035, to the City shall result in forfeiture of the Job Creation Grant #2 by the Company and thus the City shall have no further obligation to pay Company under the Job Creation Grant #2.

2. For the Job Creation Grant #3 payment request, the Company must submit an executed Certification of Compliance (**Exhibit A**). The Company's request for payment under the Job Creation Grant #3 must be submitted to the City by January 31, 2040. Subject to Section 5.01(b), a failure to submit the payment request by January 31, 2040, to the City shall result in forfeiture of the Job Creation Grant #3 by the Company and thus the City shall have no further obligation to pay Company under the Job Creation Grant #3.

(h) Notwithstanding any provision in this Agreement to the contrary, the obligations of each Grant shall be treated separate and apart. Thus, the Company's failure to comply with an obligation under a specific Grant does not disqualify the Company from receiving payment under a different Grant outlined in this Article. For example, if the Company fails to comply with the obligations of the Redevelopment Grant, then the Company may still be eligible to receive payment under the Job Creation Grants, so long as Company meets the specific obligations and requirements under those Grants.

(i) Beginning January 31, 2031, Company must submit an annual certification on the form, attached as **Exhibit "B"** not later than January 31st of each year for the duration of this Agreement. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be a default and, if not timely cured, results in the City's right to damages as specified in Section 4.03 below.**

(j) All certifications required under this Agreement must be executed by the Company's chief executive or financial officer.

4.03 Refund/Repayment/Default.

(a) The following events shall constitute a default if Company (an "Event of Default"):

1. Fails to (A) Occupy or (B) maintain throughout the Term Occupancy at the Real Property, it being understood that temporary periods of failure to Occupy due to reasons other than abandonment, such as reconstruction or Force Majeure, shall not result in a breach of this Section 4.03(a)(1);
2. Fails to refund any payments as required by the City;

3. Fails to fulfill any of the obligations set forth in this Agreement;
4. Fails to maintain the required number of FTE for which it has received payment, at the time Company submits its annual certification to the City; or
5. Is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers.

(b) Subject to Section 5.01(b), if any Event of Default occurs prior to any Grant funds being due to the Company by the City, then the Company shall forfeit the entire Grant and the City's obligations under this Agreement shall terminate.

(c) Subject to Section 5.01(b), if any Event of Default, excluding an Event of Default under Section 4.03(a)(4) and (a)(5), occurs after Grant funds have been paid to the Company by the City, then at the City's sole discretion (in making such determination, the City may consider in its sole discretion how many years the Company complied with the terms of this Agreement, the actual damages caused by such Event of Default and the Company's overall stewardship with the City, among any other factors the City desires to consider), it may require repayment of all or a portion of the Grant payments made by the City to the Company. Any repayment due and owing to the City shall be paid by the Company within thirty (30) days of written demand from the City to the Company for repayment. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney's fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(d) If a default occurs under Section 4.03(a)(4), then the Company shall have until January 1st of the following year to cure. If the Company fails to cure the default by January 1st of the following year, then the Company shall refund to the City an amount equal to One Thousand Dollars and 00/100 (\$1,000.00) per lost FTE as described in the relevant Job Certificate, as defined below. For the purposes of determining whether the City can claim that it is due a refund under this Subsection, the Company shall certify to the City as set out in Section 4.02 the actual number of FTEs at the Real Property for the compliance period using the annual certification form (**Exhibit B**) (each, a "Job Certificate"). 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 FTE(s), Company is not entitled to any future payment for that lost FTE(s) that is subsequently complies with the FTE requirement of this Agreement at a later date.

(e) If a default occurs under Section 4.03(a)(5), then the Company shall repay to the City all Grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the Grant funds at a 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. 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.

(f) Notwithstanding any provision in this Agreement to the contrary, the City's remedy for any breach by the Company pursuant to this Agreement is limited to the remedies expressly set forth in this Agreement (for example, no consequential or punitive damages or right to specific performance).

(h) Any notice from the City to the Company of an Event of Default or any other default by the Company pursuant to this Agreement shall include the following verbiage in all caps, bolded letters and at least 16 point type on the first page of the notice: "**THIS IS A NOTICE OF DEFAULT AND BREACH BY [THEN NAME OF COMPANY] PURSUANT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT RELATING TO ITS CORPORATE HEADQUARTERS; AND THE FAILURE TO TIMELY CURE MAY RESULT IN SUBSTANTIAL DAMAGES TO [THEN NAME OF COMPANY].**"

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 cure 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 the Real Property belonging to or in use by Company pertaining to the Agreement (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 FTEs. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential or that the Company reasonably determines is proprietary or sensitive or would, in the hands of a competitor, provide a competitor with a competitive advantage. 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, 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 Affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than fifty (50) 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 (not to be unreasonably withheld, delayed or conditioned) 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 (provided that if the assignment is to an Affiliate of the Company, then the assignment agreement must be furnished to the City no later than thirty (30) days after the effective assignment date). City agrees to notify within 14 days after request by the Company of the potential assignee of any known default of this Agreement by the Company or the City, but such notification shall not excuse defaults of the Company 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 **Addresses and Notices.** Any notice provided in or permitted under this Agreement shall be made in writing and may be given or served by: (a) delivering the same in person to the party to be notified; (b) depositing the same in the mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified; (c) delivering the same on a prepaid basis via a nationally recognized courier service, such as FedEx; or (d) sending the same by email to the addressee's email address as set forth below, followed by delivery of a hard copy via a nationally recognized courier service, such as FedEx. If notice is deposited in the mail pursuant to this Section 8.04, it will be deemed received on the fourth (4th) Business Day after it is deposited. Notice given in any other manner shall be deemed received only if and when actually received by the party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If intended for the City:
City of Plano, Texas

If sent before Occupancy:
AT&T Services, Inc.

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

Attention: Mr. Michael Ford
Senior V.P. of Global Real Estate and Security
208 S Akard Street
Dallas, TX 75202

If sent after Occupancy:
AT&T Services, Inc.
Attention: Mr. Michael Ford
Senior V.P. of Global Real Estate and Security
5400 Legacy Drive
Plano, TX 75024

In each case, with a copy to:

Haynes Boone, LLP
2801 N. Harwood Street
Suite 2300
Dallas, TX 75201
Attention: Jeff W. Dorrill

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least 15 days' prior written notice to the other parties. Each party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other party 15 days' prior written notice thereof, setting forth the address of such additional parties. Notice required to be delivered hereunder to any party shall not be deemed to be effective until the additional parties, if any, designated by such party have been given notice in a manner deemed effective pursuant to the terms of this Section 8.04.

8.05 Compliance with Laws. The Company shall comply with all applicable federal, state, and local laws, regulations and ordinances in effect from time to time in connection with its obligations under this Agreement. Nothing in this Agreement shall be construed to require the Company to comply with local laws, regulations or ordinances to the extent such laws, regulations or ordinances are preempted by, or conflict with, applicable federal or state law.

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.

8.13 **Company Lenders.** In addition to its rights under Article VII above, Company may, without obtaining the City's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement, the Property and/or the Project to a lender for the purpose of financing the operations of the Project or constructing the Project or acquiring additional equipment following any initial phase of construction. A Company's encumbering its interest in this Agreement may include an assignment of such Company's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. If the Company takes any of the actions permitted by this Section 8.13, then the Company may provide written notice of such action to the City with such notice to include the name and notice information of the lender. If the Company provides the name and contact information of a lender to the City, then the City shall be required to provide a copy to such lender of all notices delivered to the Company pursuant to this Agreement at the same time that the notice is delivered to the Company. The City agrees to reasonably cooperate with Company and lenders in the execution of any financing consents, estoppels or amendments requested by any lender as a condition of its financing. Any action by a lender that cures or contributes to the cure of a breach by the Company pursuant to this Agreement shall be treated for all purposes as an action by the Company.

[INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

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:

for Paige Mims, CITY ATTORNEY

ATTEST:

AT&T Services, Inc., a Delaware corporation

Name: _____
Title: _____

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

EXHIBIT "A"
CERTIFICATE OF COMPLIANCE

Step One (Due no earlier than 180 days after the Commencement Date and no later than one-year after the Commencement Date):

Please select one of the options below:

Redevelopment Grant

a. I hereby certify that AT&T Services, Inc. has constructed or caused to be constructed and occupy a minimum of 2,000,000 square feet of new office, amenity, and retail space and has added new Real Property Improvements with a minimum Construction Cost of \$1,350,000,000.00 on the Real Property by the Commencement Date, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with the Agreement.

b. I hereby certify that AT&T Service, Inc. has failed to construct or cause to be constructed and occupy 2,000,000 square feet of new office, amenity, and retail space or has failed to add new Real Property Improvements with a minimum Construction Cost of \$1,350,000,000.00 on the Real Property by the Commencement Date, or is not in compliance with all the terms of the Agreement and is not entitled to receive payment in accordance with the Agreement.

Job Creation Grant #1

a. I hereby certify that AT&T Services, Inc. has (1) Occupied the Real Property by the Commencement Date, (2) transferred, retained, and/or created and maintained 4,000 FTEs at the Real Property, and (3) is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with the Agreement. The actual number of FTEs is _____.

b. I hereby certify that AT&T Services, Inc. has (1) failed to Occupy the Real Property by the Commencement Date, (2) failed to transfer, retain, and/or create and maintain 4,000 FTEs at the Real Property, or (3) is not in compliance with all terms of the Agreement and is not entitled to receive payment in accordance with the Agreement. The actual number of FTEs is _____.

Step Two (Due by January 31, 2035):

Please select one of the options below:

Job Creation Grant #2

a. I hereby certify that AT&T Services, Inc. has transferred or created and maintained an additional 4,000 FTEs at the Real Property on or before December 31, 2034, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with the Agreement. The actual number of FTEs is _____.

b. I hereby certify that AT&T Services, Inc. has failed to transfer or create and maintain an additional 4,000 FTEs at the Real Property on or before December 31, 2034, and is not in compliance with all terms of the Agreement and is not entitled to receive payment in accordance with the Agreement. The actual number of FTEs is _____.

Step Three (Due by January 31, 2040):
Please select one of the options below:

Job Creation Grant #3

a. I hereby certify that AT&T Services, Inc. has transferred or created and maintained additional FTE positions at the Real Property on or before December 31, 2039, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with the Agreement. The actual number of additional FTEs added is _____. The total number of FTEs is _____.

b. I hereby certify that AT&T Services, Inc., has failed to transfer or create and maintain any additional FTE positions at the Real Property on or before December 31, 2039, and is not entitled to receive payment in accordance with the Agreement. The actual number of FTEs is _____.

ATTEST:

AT&T Services, Inc., a Delaware corporation

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Legal and Administrative Officer

For the Redevelopment Grant and Job Creation Grant #1, this certification shall be submitted between 180 days after the Commencement Date and one-year after the Commencement Date. For the Job Creation Grant #2, this certification shall be submitted by January 31, 2035. For the Job Creation Grant #3, this certification shall be submitted by January 31, 2040.

This Certificate of Compliance should be mailed to:

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

EXHIBIT “B”

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options for annual certification beginning January 31, 2031:

a. I hereby certify that AT&T Services, Inc., is in compliance with each applicable term as set forth in the Agreement and the transferred or created number of FTEs has not fallen below the number for which AT&T Services, Inc. has received a grant payment in accordance with the terms and conditions set out in Article III and IV. I further certify that as of December 31 of the prior year, the number of FTEs was ____.

b. I hereby certify that AT&T Services, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of FTEs has fallen below the number for which AT&T Services, Inc. has received a grant payment. I understand that AT&T Services, Inc. shall have one-year to cure the FTE default. If such default is not cured by the following year, AT&T Services, Inc. shall refund the City of Plano the appropriate amount as required by Article IV, Section 4.03(d) of the Agreement. I further certify that as of December 31 of the prior year, the number of FTEs was ____.

c. I hereby certify that AT&T Services, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of FTEs has fallen below the number for which AT&T Services, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of FTEs was ____ and that the City of Plano will be refunded the appropriate amount as required by Article IV, Section 4.03(d) of the Agreement.

ATTEST:

AT&T Services, Inc., a Delaware corporation

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Legal and Administrative Officer

NOTE: This form is due by January 31st of each year beginning on January 31, 2031, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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