

**ORDINANCE NO. 20060302-008**

**AN ORDINANCE CREATING AN ECONOMIC DEVELOPMENT PROGRAM  
AND AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT WITH  
HEWLETT-PACKARD COMPANY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** The city council finds that:

- (A) Hewlett-Packard Company ("Hewlett-Packard"), a corporation engaged in high technology production, is considering the construction of a data center in Austin, Texas.
- (B) Hewlett-Packard has represented to the City that if the data center is constructed, it will add at least 140 new permanent jobs in Austin within six years.
- (C) Hewlett-Packard will purchase additional new equipment, and has requested a rebate of a portion of the property tax which will be owed on its property related to the data center. The City will provide annual economic development grants to Hewlett-Packard equal to 40 percent of the City property tax for ten years on the increase in value of Hewlett-Packard real and business personal property.
- (D) Hewlett-Packard will invest a minimum of \$300 million in new machinery and equipment, and real property renovation improvements for the former Freescale facility located in the desired development zone at 3501 Ed Bluestein Boulevard.
- (E) The City anticipates that Hewlett-Packard will provide many benefits to the City and its citizens and businesses, and the City welcomes Hewlett-Packard's presence here. The data center and related jobs will (1) provide additional economic benefits to the City, (2) be a catalyst for economic development benefiting the entire community, (3) promote local economic development, and (4) stimulate business and commercial activity in the City.
- (F) Texas Local Government Code Chapter 380 (*Miscellaneous Provisions Relating to Municipal Planning and Development*) authorizes the City to establish local economic development programs.

**PART 2.** An economic development program for Hewlett-Packard is created under Texas Local Government Code Chapter 380 (*Miscellaneous Provisions Relating to Municipal Planning and Development*).

**PART 3.** As part of the City's economic development program, the city manager is directed and authorized to negotiate and execute a performance based economic development agreement with Hewlett-Packard that includes terms and conditions substantially similar to those in the attached Exhibit A, including waivers and rebates of taxes, costs and fees, and other terms and conditions deemed necessary, advisable or required by the city manager or city attorney.

**PART 4.** This ordinance takes effect on March 13, 2006.

**PASSED AND APPROVED**

\_\_\_\_\_, March 2 \_\_\_\_\_, 2006

§  
§  
§

\_\_\_\_\_  
Will Wynn  
Mayor

**APPROVED:**

\_\_\_\_\_  
David Allan Smith  
City Attorney

**ATTEST:**

\_\_\_\_\_  
Shirley A. Gentry  
City Clerk

Exhibit A

**CITY OF AUSTIN / HEWLETT-PACKARD COMPANY**

**CHAPTER 380**

**ECONOMIC DEVELOPMENT AGREEMENT**

This Chapter 380 Economic Development Agreement ("Agreement") is made and entered into by and between HEWLETT-PACKARD Company, a Delaware corporation licensed to do business in Texas, its successors and assigns ("HEWLETT-PACKARD") and the CITY OF AUSTIN, TEXAS, a home rule city and municipal corporation ("City").

**RECITALS**

WHEREAS, the City has adopted Ordinance No. \_\_\_\_\_, establishing and authorizing the City Manager to make economic development grants to HEWLETT-PACKARD as an inducement by the City for (i) HEWLETT-PACKARD to locate and maintain at least one data center in Austin, Texas, and (ii) HEWLETT-PACKARD to create new jobs and make more capital investment in the Desired Development Zone in Austin, Texas, [(i) and (ii) being the "Project"]; and

WHEREAS, as part of the Project, the City seeks to induce HEWLETT-PACKARD to create at least 140 new fulltime jobs in connection with the Project and the operations of HEWLETT-PACKARD in Austin, Texas, which jobs will promote state and local economic development and stimulate business and commercial activity in Austin; and

WHEREAS, as part of the Project, the City seeks to induce HEWLETT-PACKARD to invest at least \$300 million by December 31, 2011, in real property improvements, and new equipment and machinery, at its site or sites in the City's Desired Development Zone; and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and HEWLETT-PACKARD agree as follows:

## I. Authority

1.01 City Authority. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and Ordinance No. \_\_\_\_\_ and constitutes a valid and binding obligation of the City.

1.02 HEWLETT-PACKARD's execution and performance of this Agreement constitutes a valid and binding obligation of HEWLETT-PACKARD in the event HEWLETT-PACKARD proceeds to locate the Project at its site in the City's Desired Development Zone. The City acknowledges that HEWLETT-PACKARD is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to invest its funds, and expand employment in Austin.

## II. Definitions

2.01 **"HEWLETT-PACKARD Campus"**: The lands owned by HEWLETT-PACKARD at \_\_\_\_\_, Austin, Texas, as shown on the Official Records of Travis County, Texas.

2.02 **"Data Center"**: A \_\_\_\_\_ at one of the approximate locations delineated as alternatives in the attached Exhibit A.

2.03 **"Chapter 380 Payment"**: The amounts paid by the City to HEWLETT-PACKARD under the Program (defined below).

2.04 **"Effective Date"** is January 1, 2006.

2.05 **"Full-time Job(s)"** means full-time jobs performed at the HEWLETT-PACKARD Campus by employees of HEWLETT-PACKARD and created as the result of the construction and operation by HEWLETT-PACKARD of a Data Center.

2.06 **"New Equipment and Machinery"** means new equipment and machinery placed into service for, or supporting the operation of a Data Center(s) at the Hewlett-Packard Campus after the Effective Date, or equipment supporting or used in conducting research and development or manufacturing operations at the Hewlett-Packard Campus.

**2.07 “Program”** means the economic development program for this Project established by the City pursuant to Texas Local Government Code Chapter 380 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the City.

**2.08 “TCAD”** means the Travis Central Appraisal District.

### III. Hewlett-Packard Obligations

In consideration of the City’s participation in the Program, HEWLETT-PACKARD agrees that the following performance guidelines shall apply:

**3.01 Creation of Jobs.** Between the effective date of this Agreement and December 31, 2011, HEWLETT-PACKARD will create at least 140 new Full-time Jobs.

(a) In the event of a voluntary or involuntary termination or elimination of a Full-time Job after December 31, 2011, that causes the number people employed in Full-time Jobs to fall below 140, HEWLETT-PACKARD shall continue to receive the incentives set out in Section 4.01 below, provided the required number of people employed in said Full-time Jobs is re-established within ninety (90) days after the date of the termination or elimination that caused the number of people employed in Full-time Jobs to fall below 140.

(b) If the total number of the Full-time Jobs falls below 140 and is not reestablished within ninety (90) days in accordance with paragraph (a) above, then, at the option of the City, this Agreement may be terminated.

(c) Hewlett-Packard shall utilize local groups in hiring recruitment efforts for the Data Center, and work with local hiring resources to further expand its pool of diverse candidates. HEWLETT-PACKARD will utilize resources such as the National Society of Black Engineers, Society of Hispanic Professional Engineers, the Career Expo for People with Disabilities, the Out and Equal Summit to expand its pool of diverse candidates.

**3.02 Local Business Participation.**

(a) HEWLETT-PACKARD shall provide small businesses, minority, women and veteran-owned businesses, and other under-utilized businesses an equal opportunity to participate as suppliers for materials and services purchased by HEWLETT-PACKARD. HEWLETT-PACKARD shall:

(i) Identify, qualify, mentor and develop local small businesses by purchasing from these businesses whenever practical while continuing to procure on the basis of competitive technology, quality, responsiveness, delivery and cost;

(ii) Expand the number of local small businesses and minority, women, and veteran-owned businesses used by HEWLETT-PACKARD and to increase the total amount of procurements awarded to these businesses; and

(iii) Adhere to HEWLETT-PACKARD supplier diversity policies, practices and procedures and comply with all applicable Federal and Defense Federal Acquisition Regulations, including Public Laws 95-507, 99-661, 100-180, 100-656 and all applicable state and municipal laws and ordinances.

(b) In the construction of the facilities which are the subject of the Economic Development Agreement, HEWLETT-PACKARD and its general construction contractor will work to identify qualified minority and women-owned businesses (MWBE) through local and regional agencies and appropriate outreach efforts, i.e., recruiting fairs; outline the potential scopes of work; establish the bid packages available; match the qualified MWBE businesses with the specific bid packages; and, solicit those qualified MWBE businesses to participate in the process.

(c) In an effort to further stimulate and positively impact the local economy, HEWLETT-PACKARD will use its best efforts to source, pre-qualify and include small, minority, women, veteran and other under-utilized businesses in the Hewlett-Packard supply chain. This effort is applicable to all procurement and supplier selection decisions and to all functional areas of HEWLETT-PACKARD including, but not limited to, manufacturing, engineering, marketing, sales, service, facilities, finance and administration.

**3.03 Data Center Investment.** By December 31, 2011, HEWLETT-PACKARD will invest at least \$300,000,000 in the purchase of existing vacant facilities, renovation and environmental clean up of the existing facilities, construction of new real property improvements, and installation of New Equipment and

Machinery for a Data Center at an existing facility located within the City of Austin.

3.04 Compliance with City Regulations. For the construction or remodeling of the Data Center and related facilities which are the subject of the Economic Development Agreement, and any future facilities in the City's planning jurisdiction during the term of the Economic Development Agreement, HEWLETT-PACKARD will comply with all City Code regulations, including water quality regulations in effect at the time any site plan application is filed, unless HEWLETT-PACKARD has negotiated an agreement with the City to comply with overall impervious cover limits and provide the currently required water quality controls. This means HEWLETT-PACKARD will not assert possible Chapter 245 rights to avoid compliance with water quality regulations for any future development within Austin's planning jurisdiction during the term of this agreement. If, during the term of the Economic Development Agreement, HEWLETT-PACKARD's development does not comply with water quality regulations in effect at the time any site plan application is filed for any development, the Economic Development Agreement shall, at the option of the City, terminate by giving HEWLETT-PACKARD written notice of its election.

3.05 Certificate of Compliance and Inspection.

(a) HEWLETT-PACKARD shall annually deliver to City a Certificate of Compliance, at the time that Hewlett-Packard delivers to City the annual Property Tax Notice required under Section 4.02 below.

(b) In the Certificate of Compliance, HEWLETT-PACKARD shall warrant to the City that it is in full compliance with each of its obligations under this Agreement, including the number of new Full-time Jobs maintained by HEWLETT-PACKARD for the preceding year pursuant to Section 3.01 above.

(c) City has the right to inspect pertinent records of HEWLETT-PACKARD to verify compliance with all requirements of this Agreement. Inspections shall be preceded by at least two week's notice by telephone or in writing to HEWLETT-PACKARD.

3.06 Failure to Meet Obligations. In the event that HEWLETT-PACKARD fails to fulfill its obligations under the performance guidelines above, after receipt of notice and expiration of the cure period described in Section 5.05 of this Agreement, the City may, at its option, terminate this Agreement, whereupon the

City shall not be required to pay, and HEWLETT-PACKARD shall not be entitled to receive any further payments under this Agreement.

#### IV. City Obligations.

4.01 Property Tax Incentive. As consideration for HEWLETT-PACKARD's performance of its obligations under this Agreement, for a period of 10 years beginning January 1, 2007 and ending December 31, 2016, the City will:

(a) rebate 40% of the City property taxes levied on all personal property acquired after the effective date of this Agreement that is installed in a Data Center located on a HEWLETT-PACKARD Campus(es) in support of a Data Center, and

(b) rebate 40% of the City property taxes levied on the increase after the effective date of this Agreement in taxable value of the HEWLETT-PACKARD Campus(es) and improvements thereon which are owned or leased by HEWLETT-PACKARD. Exhibit A includes plat(s) of the HEWLETT-PACKARD Campus(es) that indicates the approximate locations at which Data Center(s) could be constructed, and dimensions of the structure(s).

4.01.1 replacements of existing property must be New Equipment and Machinery in order to be eligible for rebate of 40% of City property tax under this Agreement. Real property improvements constructed by or for Hewlett-Packard after the Effective Date are Eligible Property; –and the increase in the value of land, above the value on the date of purchase, if purchased by Hewlett-Packard for the data center facilities, is eligible for rebate. Previously existing real property improvements acquired or leased by Hewlett-Packard after the Effective Date are not Eligible Property.

4.02 Schedule for Chapter 380 Payments and Coordination with TCAD.

(a) In order to properly identify property which is eligible for rebate of city taxes, HEWLETT-PACKARD will work with TCAD to create separate TCAD accounts for both new real property improvements, and personal property acquired after the effective date of the Agreement.

(b) With respect to the tax rebates described in section 4.01 above, on or before March 1<sup>st</sup> of each year during the term of this Agreement, HEWLETT-PACKARD shall notify the City in writing of the amount of Property Tax paid by HEWLETT-PACKARD to the County tax collector or



its successor (the "Property Tax Notice"). The Chapter 380 Payments with respect to the property taxes shall be based on the amount stated in the Property Tax Notice.

(c) Both real property and personal property Chapter 380 Payments shall be paid to HEWLETT-PACKARD by the City on an annual basis for the preceding year, on or before October 30<sup>th</sup> following the tax year for which they were paid. For example, the first Chapter 380 Payments shall be based on taxes paid for the calendar year 2007, and shall be paid on or before October 30, 2008, and the last Chapter 380 Payments for the first ten year period of tax rebates shall be based on taxes paid for the calendar year 2016, and shall be paid on or before October 30, 2017.

(d) If, after the October 30 payment date of any year, HEWLETT-PACKARD is required to pay more Property Tax on Eligible Property than the amount stated in HEWLETT-PACKARD'S Property Tax Notice to the City for the year preceding the applicable October 30 payment date, then HEWLETT-PACKARD shall notify the City in writing of the amount of additional Property Tax paid by HEWLETT-PACKARD to the County tax collector or its successor (the "Additional Property Tax Notice"). The City shall pay HEWLETT-PACKARD the amount stated in the Additional Property Tax Notice at the same time as the next payment is due to HEWLETT-PACKARD under this Section. A summary explanation and examples of schedules for rebates of taxes and fees under this Agreement is attached as Exhibit B.

## V. General Terms

5.01 Term. This Agreement shall become enforceable upon execution by the City and HEWLETT-PACKARD and shall be effective on the Effective Date. Unless terminated earlier in accordance with its terms, this Agreement shall terminate December 31, 2017.

5.02 Payments Subject to Future Appropriation. This Economic Development Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to HEWLETT-PACKARD.

(a) All payments or expenditures made by the City, including Austin Energy, under this Economic Development Agreement are subject to the

City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payments to be made to HEWLETT-PACKARD, or other expenditures under the Agreement, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Economic Development Agreement, the City shall not be liable to HEWLETT-PACKARD for such payments or expenditures, and HEWLETT-PACKARD, in its sole discretion, shall have the right but not the obligation to rescind this Economic Development Agreement.

(d) To the extent there is a conflict between this Section and any other language or covenant in this Economic Development Agreement, this Section shall control, except as set out in Subsection 5.02(e) below.

(e) Notwithstanding any other clause or covenant in this Agreement to the contrary, this Agreement shall not be subject to this Section 5.02, if Texas Constitutional Article III, Section 52-a, as amended as a result of the November 2, 2005 general election, permits the removal of this Section 5.02 without rendering this Agreement, or a portion hereof, void, voidable, or invalid. In such event, this Section 5.02 shall not govern this Agreement or portion hereof; and this Agreement, or such portion, shall be interpreted and enforced as if this Section 5.02 were not contained in this Agreement.

5.03 Mutual Assistance. City and HEWLETT-PACKARD will do the things commercially reasonable, necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of changes in public policy, the law or taxes or assessments attributable to HEWLETT-PACKARD facilities.

5.04 Representations and Warranties. The City represents and warrants to HEWLETT-PACKARD that the Program and this Agreement are within its

authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. HEWLETT-PACKARD represents and warrants to City that it has the requisite authority to enter into this Agreement.

5.05 Default. If either the City or HEWLETT-PACKARD should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default.

5.06 Attorney's Fees. In the event any legal action or proceeding is commenced between the City and HEWLETT-PACKARD to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

5.07 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and HEWLETT-PACKARD.

5.08 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

5.09 Assignment. Except as provided, HEWLETT-PACKARD may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary, HEWLETT-PACKARD may assign all or part of its rights and obligations without the prior consent of the City to a third party lender advancing funds for the acquisition, construction or operation of HEWLETT-PACKARD facilities.

5.10 Termination. In the event HEWLETT-PACKARD elects not to proceed with the Project as contemplated by this Agreement, HEWLETT-PACKARD shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.

5.11 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

**HEWLETT-PACKARD:**

HEWLETT-PACKARD

Austin, TX 787xx

Attn:

Re: Economic Development Agreement

with copies to:

**City:**

City Manager

301 West 2<sup>nd</sup> Street

Austin, Texas 78701

(P.O. Box 1088, Austin, Texas 78767)

Phone: (512) 974-2200

with copies to:

Director, Economic Growth and Redevelopment Services

301 West 2<sup>nd</sup> Street

Austin, Texas 78704

Phone: (512) 974-7820

City Attorney

301 West 2<sup>nd</sup> Street

Austin, Texas 78701

(P.O. Box 1546, Austin, Texas 78767)

Phone: (512) 974-2268

Facsimile: (512) 974-2894

Either party may designate a different address at any time upon written notice to the other party.

5.12 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of

which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

5.13 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Travis County, Texas.

5.14 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.15 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.16 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

5.17 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 any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with HEWLETT-PACKARD facilities or the design, construction or operation of any portion of the facilities.

5.18 Exhibits. The following Exhibits "A", "B" and "C" are attached and incorporated by reference for all purposes.

Exhibit "A":           Plat and Drawing with outline of Data Center

Exhibit "B":           Summary of Schedules and Examples for Rebates of  
Taxes and Fees

Exhibit "C":           Compliance Form

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below.

**HEWLETT-PACKARD** corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF AUSTIN, TEXAS,**  
a home-rule city and municipal  
corporation

By: \_\_\_\_\_  
Toby Hammett Futrell  
City Manager

Exhibit A  
HEWLETT-PACKARD to provide plat/drawing of Data Center site

## **EXHIBIT B**

### **Incentive Program Methodology**

1. HEWLETT-PACKARD makes investment each year
2. TCAD appraises value of investment each year and records in separate TCAD account
3. HEWLETT-PACKARD pays property taxes each year on new investment
4. City budgets each year for incentive payment based on taxes paid for previous year
5. City makes economic development grant each year to HEWLETT-PACKARD based on taxes paid for previous year.

*Note: Fees paid by HEWLETT-PACKARD each year are granted back to HEWLETT-PACKARD each year in a similar fashion.*

### **Example Property Tax Grant**

December, 2006    HEWLETT-PACKARD invests in building, machinery and equipment

January 1, 2007    TCAD appraises HEWLETT-PACKARD fixed assets

December, 2007    HEWLETT-PACKARD pays property tax

March 1, 2008            HEWLETT-PACKARD informs COA via letter of taxes paid on new investment

June, 2008            COA prepares budget

October 30, 2008    COA pays economic development grant to HEWLETT-PACKARD



## EXHIBIT C

### Economic Development Agreement Reporting Form City of Austin

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REPORTING YEAR \_\_\_\_\_ (YEAR \_\_\_\_\_ OUT OF 10)

#### 1.0 Employment

- |     |   |   |
|-----|---|---|
| 1.1 | Total number of employees at facility for reporting year. Agreement requires 140 new jobs by December 31, 2011 (section 3.01)   | Number of FTE's for reporting year<br>_____       |
| 1.2 | Average Annual Salary   | Avg. annual salary for reporting year<br>\$ _____ |
| 1.3 | Total Payroll   | Annual payroll for reporting year<br>\$ _____     |
| 1.4 | Diverse Workforce (section 3.01c)<br>Please attach information addressing this section including: 1) Enhancement of recruiting efforts for minority job applicants; 2) Recruiting fairs; for new hires in underrepresented areas of the city; and 3) Texas Workforce Commission assistance in recruiting job seekers. |   |
| 1.5 | Diverse Contractor Workforce (section 3.02)<br>Please attach information addressing this section including: 1) Efforts with general construction contractor and major subcontractors in holding recruiting fairs regarding jobs opportunities.  |   |
| 1.6 | Diverse Construction Vending Opportunities (section 3.02)<br>Please attach information addressing this section including: 1) Efforts to acquire goods and services from M/WBE's during construction phase of the 300mm fab.   |   |
| 1.7 | Small Business Utilization (section 3.02)<br>Please attach information addressing this section including: 1) Efforts to utilize locally based small businesses in supporting functions of the new 300mm fab.  |   |

#### 2.0 Investment

Agreement requires \$300,000,000 by December 31, 2011 in the purchase of existing facilities, renovation & environmental cleanup of the existing facilities (section 3.03)

2.1	Total investment since project start.	Real Property	Business Personal Property
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		\$ _____	\$ _____
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2.2	Reporting year investment	\$ _____	\$ _____
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**3.0 Reimbursement Request**

Agreement requires reimbursement for 40% of City tax paid on increase in appraised value above \_\_\_\_\_ appraised value and 40% of City tax on Eligible Business Personal Property and Real Property over term of Agreement (section 4.01)

3.1	Property Taxes Paid (reporting year)	\$ _____	\$ _____
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3.2	Reimbursement Request	\$ _____	\$ _____
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3.3	Total Request	\$ _____	
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I, company representative, hereby certify that the above information is correct and accurate pursuant to the terms of this Agreement:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title (Chief Financial Officer (or equivalent) \_\_\_\_\_