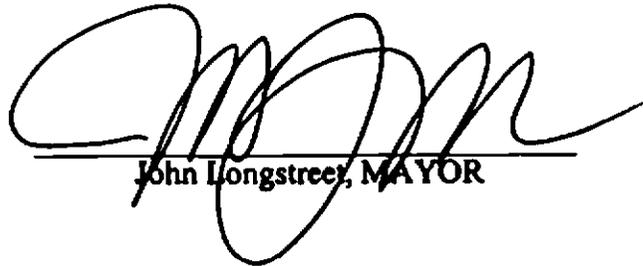






DULY PASSED AND APPROVED this the 24 day of February,

1997.



John Longstreet, MAYOR

ATTEST:



Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, City Attorney

*microtune, inc.*

5068 West Plano Parkway  
Suite 388  
Plano, Texas 75093  
972 407 8600  
Fax 972 447 1424

May 30, 1997



Mr. John F. McGrane  
City of Plano  
P.O. Box 860358  
Plano, TX 75086-0358

Ref. Exhibit "A" to Resolution No. 97-2-28(R)

Dear Mr. McGrane,

With respect to item 17 in the above-mentioned exhibit, authority by the Board of Directors of Microtune, Inc. (OWNER) was not necessary to authorize an officer to execute this agreement on behalf of OWNER.

As a result, item 17 in the exhibit is intentionally left blank.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andreas Melder', written over a horizontal line.

Andreas Melder  
Vice President, Marketing & Sales  
Microtune, Inc.

Cc: Douglas J. Bartek

**Agreement**

**City-Taxing Units - Microtune, Inc.**

THE STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

**TAX ABATEMENT AGREEMENT**

This Agreement is entered into by and between the **City of Plano, Texas**, a home rule city and Municipal Corporation of Collin County, Texas, duly acting herein by and through its City Manager, hereinafter referred to as **CITY**; the **County of Collin, Texas**, duly acting herein by and through its County Judge, and the **Collin County Community College District of Collin County, Texas**, duly acting herein by and through its President of the Board of Trustees, hereinafter collectively referred to as **TAXING UNITS**, and **Microtune, Inc.**, a Texas corporation, duly acting by and through its designated officer, hereinafter referred to as **OWNER**.

**WITNESSETH:**

**WHEREAS**, on the 24th day of February 24, 1997, the City Council of the City of Plano, Texas, passed Ordinance No. 97-2-27 establishing Reinvestment Zone No. 16, City of Plano, Texas for tangible personal property tax abatement, hereinafter referred to as the **ORDINANCE**, as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act; hereinafter referred to as **ACT**; and

**WHEREAS**, the **CITY** has adopted a revised policy statement for Tax Abatement by Resolution No. 96-2-9 stating that it elects to be eligible to participate in tax abatement (the "**POLICY STATEMENT**"); and

**WHEREAS**, the **POLICY STATEMENT** sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the **CITY** as contemplated by the **ACT**; and

**WHEREAS**, tax abatement will maintain and enhance the economic and employment base of the Plano area thereby benefiting both the **CITY** and **TAXING UNITS**, in accordance with said **ORDINANCE** and **ACT**; and

**WHEREAS**, the terms as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 16 in accordance with the purposes for its creation and are in compliance with the intent of the **POLICY STATEMENT** and the **ORDINANCE** and similar guidelines and criteria adopted by the **CITY** and all applicable law.

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

1. The tangible personal property subject of this Agreement shall be personal property excluding inventory and supplies used within Reinvestment Zone No. 16 which shall be hereinafter

referred to as the **PERSONALTY**. The **PERSONALTY** is presently estimated to have an approximate taxable value of not less than \$4,000,000.

2. **OWNER** must locate the **PERSONALTY**, for purposes of maintaining taxable situs of the **PERSONALTY** in Reinvestment Zone No. 16 throughout the term.

3. **OWNER** estimates the proposed business relocation will result in approximately 175 full-time jobs in Plano by the time the building is occupied.

4. **OWNER** shall thereafter, until the expiration of this Agreement, continuously maintain the **PERSONALTY** (or cause the same to be maintained) for the following described purposes: Business Relocation initially employing approximately 175 employees, referred to herein as the **PURPOSES**.

5. In the event that (1) **OWNER** allows its personal property taxes owed the **CITY** or **TAXING UNITS** to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or (2) **OWNER** fails to obtain the **PERSONALTY** for the **PURPOSES** set forth in paragraph 4 above; or (3) the value of the **PERSONALTY** subject to ad valorem **BUSINESS PERSONAL** taxes is less than the value referenced in paragraph 1 above; or (4) **OWNER** breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. With regard to a breach of **OWNER'S** employee commitment, **OWNER** will be in default only if it does not employ at least 75% of its employee commitment as provided in paragraph 4 above. In the event that the **OWNER** defaults in its performance of (1), (2), (3), or (4) above, then the **CITY** or **TAXING UNITS** shall give the **OWNER** written notice of such default and if the **OWNER** has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a thirty (30) day period owing to causes beyond the control of the **OWNER**, and the **OWNER** does not commence to cure such default within said thirty (30) day period and thereafter diligently proceed with its efforts to cure same, this Agreement may be terminated by the **CITY** and **TAXING UNITS**. Notice shall be in writing as provided below. Upon the occurrence of an event of default and after **OWNER** fails to cure same in accordance herewith, all taxes which otherwise would have been paid to the **CITY** and **TAXING UNITS** without the benefit of abatement [but without the addition of penalty; interest will be charged at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code 33.01] shall immediately become a debt to the **CITY** and **TAXING UNITS** and shall be due and owing to the **CITY** and **TAXING UNITS** within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of the **CITY** and **TAXING UNITS**. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

6. On or before the 1st day of November of each calendar year during the term of this Agreement, the **OWNER** must provide annual certification (in the form attached as **EXHIBIT "A"** hereto) to the Governing Body of the **CITY** and the **TAXING UNITS** certifying that the **OWNER** is in compliance with each applicable term of the Agreement.

7. The **CITY** and the **TAXING UNITS** each represent and warrant that the **PERSONALTY** does not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

8. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by **OWNER** unless written permission is first granted by the **CITY** and **TAXING UNITS**, which permission shall be at the reasonable discretion of the **CITY** and **TAXING UNITS**.

9. It is understood and agreed between the parties that the **OWNER**, in performing its obligations hereunder, is acting independently, and the **CITY** and **TAXING UNITS** assume no responsibilities or liabilities in connection therewith to third parties and **OWNER** agrees to indemnify and hold harmless **CITY** and **TAXING UNITS** from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of **OWNER'S** default of its obligations hereunder.

10. The **OWNER** further agrees that the **CITY** and **TAXING UNITS**, their agents and employees, shall have reasonable right (upon reasonable prior notice to **OWNER**) to access and to inspect the **PERSONALTY** in order to insure that the location of the **PERSONALTY** is in accordance with this Agreement and all applicable federal, state, and local laws and regulations. The **CITY** and **TAXING UNITS** shall have the continuing right, (upon reasonable prior notice to **OWNER**), to inspect the **PERSONALTY** to insure that the **PERSONALTY** is thereafter maintained in accordance with this Agreement.

25. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the **CITY** and **TAXING UNITS**, a portion of ad valorem personal property taxes from the **PERSONALTY** otherwise owed to the **CITY** and **TAXING UNITS** shall be abated as follows:

(a) The tax abatement as to the **PERSONALTY** shall be for a period of four (4) tax years, commencing on January 1, 1998, and continuing through the year 2001.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to seventy-five percent (75%) of the value of the **PERSONALTY** for the tax year commencing on January 1, 1998; and, fifty percent (50%) of the value of the **PERSONALTY** for the tax years commencing January 1, 1999 and continuing through the year 2001.

(c) The **OWNER** shall have the right to protest and/or contest any assessment of the **PERSONALTY**, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

12. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to

the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

**For CITY by notice to:**

City of Plano  
Attention: Thomas H. Muehlenbeck  
City Manager  
P.O. Box 860358  
Plano, Texas 75086-0358

with copy to:

City Attorney  
Attention: Diane C. Wetherbee  
P.O. Box 860358  
Plano, Texas 75086-0358

**For TAXING UNITS by notice to:**

County of Collin, Texas  
Attention: Ron Harris  
County Judge  
Collin County Commissioners Court  
210 S. McDonald  
McKinney, Texas 75069

Collin County Community College District  
of Collin County, Texas  
Attention: John Anthony  
President of Board of Trustees  
4800 Preston Park Blvd.  
Plano, Texas 75093

**For OWNER by notice to:**

Microtune, Inc.  
Attn: Andreas Melder  
Vice President, Sales & Marketing  
5068 West Plano Parkway  
Plano, TX 75093

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

13. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 24th day of February, 1997, authorizing the City Manager to execute the Agreement on behalf of the City.

14. This Agreement was authorized by the minutes of the Commissioners Court of Collin County, Texas, at its meeting on the 10 day of March, 1997, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

16. This Agreement was authorized by the Board Minutes of the Board of Trustees of Collin County Community College District at its Board Meeting on the 17th day of March, 1997, whereupon it was duly determined that the Chairman would execute the Agreement on behalf of Collin County Community College District.

17. This Agreement was entered into by OWNER pursuant to authority granted by its Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, whereby an officer was authorized to execute this Agreement on behalf of OWNER. a copy of which authorization will be furnished to the City.

18. This shall constitute a valid and binding Agreement between the CITY and OWNER when executed in accordance herewith, regardless of whether any other TAXING UNIT executes this Agreement. This shall constitute a valid and binding Agreement between such TAXING UNIT and OWNER when executed on behalf of said parties, for the abatement of such TAXING UNIT's taxes in accordance therewith.

This Agreement is performable in Collin County, Texas, witness our hands this 27 day of February, 1997.

ATTEST:

CITY OF PLANO, TEXAS

Elaine Bealke  
Elaine Bealke, CITY SECRETARY

Thomas H. Muehlenbeck  
Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee  
Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS COURT OF  
COLLIN COUNTY

Hein Harnes Igen

Ron Harris  
COUNTY JUDGE

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTORNEY FOR COLLIN COUNTY

ATTEST:

COLLIN COUNTY COMMUNITY  
COLLEGE DISTRICT

Quayle L. Brown

Corey Cox  
CHAIRMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTORNEY FOR COLLIN COUNTY  
COMMUNITY COLLEGE DISTRICT

ATTEST:

MICROTUNE, INC.

John P. Narsworthy  
John P. Narsworthy

By: Andreas H. Melder  
Name: Andreas H. Melder  
Its: VP, Sales & Marketing

ATTEST:

COMMISSIONERS COURT OF  
COLLIN COUNTY

*[Handwritten Signature]*



*[Handwritten Signature]*  
COUNTY JUDGE

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTORNEY FOR COLLIN COUNTY

ATTEST:

COLLIN COUNTY COMMUNITY  
COLLEGE DISTRICT

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTORNEY FOR COLLIN COUNTY  
COMMUNITY COLLEGE DISTRICT

ATTEST:

MICROTUNE, INC.

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

**EXHIBIT "A"**

**CERTIFICATION FORM  
Reinvestment Zone No. 16**

This letter certifies that \_\_\_\_\_ is in compliance with each applicable term as set forth in the Agreement to Resolution No. \_\_\_\_\_ as of \_\_\_\_\_.

ATTEST:

MICROTUNE, INC.

\_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_ Date