TOWN OF ADDISON, TEXAS

ORDINANCE NO: 003-041

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS GRANTING TO TXU GAS DISTRIBUTION, A DIVISION OF TXU GAS COMPANY, A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS PERMITTED HEREIN, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF NATURAL GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS: PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES. EXCEPTING AD VALOREM **FRANCHISE** TAXES: REPEALING ALL **PREVIOUS** GAS ORDINANCES: PROVIDING OTHER TERMS AND CONDITIONS IN CONNECTION WITH THE PROVISION OF NATURAL PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. GRANT OF AUTHORITY: The Town of Addison, Texas, hereinafter called "City," hereby grants to TXU Gas Distribution, a division of TXU Gas Company, hereinafter called "Company," a non-exclusive consent to use and occupy the present and future public streets, public alleys, public highways, and public thoroughfares of the City, hereinafter referred to as "Public Rights-of-Way," for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute natural gas in, out of, and through the City for persons, firms, and corporations, including all the general public, and to sell natural gas (hereinafter, "gas" means "natural gas") to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2023. This consent or grant does not grant to the Company the right, privilege or authority to engage in any other business within the City other than the provision of gas sales, transportation, distribution and the furnishing of gas to the City and its residents ("residents" meaning all persons, businesses, industry, governmental agencies, and any other entity whatsoever, located, in whole or part, within the City that are or may be served by the Company hereunder).

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY FACILITIES: Company shall lay, maintain, repair, construct, operate, and replace its System to minimize interference with traffic, other property, trees and other vegetation and landscaping, and improvements, shall perform work in a timely and expeditious manner, and shall promptly clean up and restore to approximate original condition all Public Rights-of-Way that it may disturb to the satisfaction of the City consistent with applicable ordinances, rules, regulations, and standards of the City to the extent that such do not conflict with state law. In determining the location of the facilities of the City and other utility franchisees within City, the City will have first priority to location, but to the extent reasonable and practicable, in the City's sole determination, it will endeavor to minimize any significant interference with then existing facilities of Company. In the event of a conflict between the location of the facilities of Company and the location of the facilities of City or other utility franchisees within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities. Company shall be required to obtain street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Company's operations in Public Rights-of-Way in accordance with the ordinances, rules and regulations of the City (including, without limitation, Chapter 60, article III and IV, of the City's Code of Ordinances), however, in no event shall the Company be required to pay permitting fees or bonds, so long as they remain a regulated gas distribution company by the Texas Railroad Commission or any successor entity.

The construction, placement, replacement, expansion, excavation, repair, maintenance, use and operation of Company's System used in connection with the provision of gas hereunder, and the operation of the business of the Company, shall be consistent and in compliance with this franchise, the ordinances, regulations and rules of the City as now existing or as they may be added to, repealed, supplemented, amended or revised (including, without limitation, Chapter 70, articles III and IV, Town of Addison Code of Ordinances) to the extent that such do not conflict with all applicable laws, regulations, and rules, whether federal, state or local. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest or appeal any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state or local law or regulation.

The City reserves the right to change the grade of, construct, install, repair, alter, maintain, relocate, modify, close, reduce, or widen (together, "change") any Public Right-of-Way, within the present or future limits of the City, and at the City's request the Company shall at the Company's own cost and expense relocate or remove its pipelines, equipment, mains, laterals, and other facilities in order to accommodate such change of any Public Right-of-Way. When the Company is required by City to remove or relocate its pipelines, equipment, mains, laterals, and/or other facilities to accommodate such change of any Public Right-of-Way, and Company is eligible under

federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through the City, Company costs and expenses shall be included in any application by the City for reimbursement, if Company submits its cost and expense documentation to the City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City. If the Company is required by the City to remove or relocate its System for any reason other than such change of or to any Public Right-of-Way, Company shall be entitled to reimbursement from the City or others of the cost and expense of such removal or relocation. When Company is required to remove or relocate its pipelines, equipment, mains, laterals and/or other facilities to accommodate such change of any Public Rightof-Way by City without reimbursement from City, Company shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 et al, of the Texas Utilities Code (provided such law (or any successor law thereto) is in effect at the time the City requires such removal or relocation).

Upon request of the City, Company shall remove and abate any portion of its gas System or any equipment or facility that is dangerous to life or property, and in case Company, after notice, fails or refuses to act, the City may remove or abate the same, at the sole cost and expense of Company, all without compensation or liability for damages to Company. Company shall be given adequate notice and opportunity to remove or abate. City may not take action to remove or abate without providing the Company at least five (5) business day's notice of intent to act to remove or abate Company's facilities.

If City abandons any Public Right-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

Company shall install, repair, maintain and replace its pipelines, equipment and other facilities in a good and workmanlike manner.

SECTION 3. <u>INDEMNITY & INSURANCE</u>: (A) In the event of injury to any person or damage to any property by reason of Company's construction, operation, maintenance or replacement of Company's pipeline System within Public Rights-of-

- Way, Company shall indemnify, defend and keep harmless the City, its officers, employees and agents, from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including without limitation, the City's negligent or intentional actions or omissions.
- (B) Company may self-insure to the extent permitted by applicable law under any plan of self- insurance, maintained in accordance with sound accounting practices, against risks and obligations undertaken pursuant to this franchise and shall not be required to maintain insurance; provided that Company furnishes the City satisfactory evidence of the existence of an insurance reserve adequate for the risks covered by such plan of self-insurance. Company shall provide the City with evidence of the form and basis for insurance coverage or self insurance, as applicable, within thirty (30) days of the effective date of this franchise ordinance. Provided however that the Company's self-insurance shall provide to the City, its officers, employees and agents, with the same defense as would be provided by an insurance carrier and with substantially the same coverage as required by other users of the Public Right-of-Way in the City. Should Company elect to change the form or basis of insurance during the term of this franchise, Company shall notify the City. Company shall provide documentation necessary for review by the City of the changed circumstances of Company.
- SECTION 4. EXTENSIONS FOR RESIDENTIAL CUSTOMERS: At an individual residential customer's request, Company shall be required to extend distribution mains for such customer in any Public Rights-of-Way up to one hundred feet (100') for any one residential customer only if such customer, at a minimum, uses gas for unsupplemented space heating and water heating. Company shall not be required to extend transmission mains in any Public Rights-of-Way within City or to make a tap on any transmission main within City unless Company agrees to such extension or tap by a written agreement between Company and a customer. Upon final approval of the Line Extension Policy filed by TXU Gas in it's Tariff for Gas Service, filed as part of its systemwide rate case (Gas Utilities Docket No. 9400), the provisions of Section 4 will terminate and line extensions will be in accordance with the approved Tariff.
- SECTION 5. <u>NON-EXCLUSIVE FRANCHISE</u>: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person, corporation, or any other business entity for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 6. PAYMENTS TO CITY:

A. Company, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of April, 2004, and as set forth in 6. C below of each succeeding year during the life of this franchise the last payment being made on the 1st day of April, 2023, except as stated in 6.C.(2) below, a sum of money which shall be equivalent to four percent

- (4%) of the Gross Revenues, as defined in 6.B below, received by Company during the preceding calendar year.
- B. "Gross Revenues" shall mean all revenue derived or received, directly or indirectly, by the Company from or in connection with the operation of the System within the corporate limits of the City and including, without limitation:
 - (1) all revenues received by the Company from the sale of gas to all classes of customers within the City:
 - (2) all revenues received by the Company from the transportation of gas through the System of Company within the City to customers located within the City; and
 - (3) the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales"), with the value of such gas to be reported by each Transport Customer to the Company, provided, however, that should a Transport Customer refuse to furnish Company its gas purchase price, Company shall estimate same by utilizing TXU Gas Distribution's monthly industrial Weighted Average Cost of Gas, as reasonably near the time as the transportation service is performed.
 - (4) "Gross revenues" shall also include:
 - (a) other revenues derived from the following 'miscellaneous charges':
 - i. charges to connect, disconnect, or reconnect gas within the City;
 - ii. charges to handle returned checks from consumers within the City;
 - iii. such other service charges and charges as may, from time to time, be authorized in the rates and charges on file with the City; and
 - iv. contributions in aid of construction ("CIAC");
 - (b) revenues billed but not ultimately collected or received by the Company; and
 - (c) gross receipts fees;
 - (5) "Gross revenues" shall not include:
 - (a) the revenue of any Person including, without limitation, an affiliate, to the extent that such revenue is also included in Gross Revenues of the Company;

- (b) sales taxes;
- (c) any interest income earned by the Company; and
- (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.
- C. The initial payment for the rights and privileges herein provided shall be for the period January 1, 2004 through December 31, 2004, and each succeeding payment shall be for the calendar year in which the payment is made.
 - (1) The franchise fee amounts based on CIAC shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
 - (2) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year.
 - (3) Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by City. Interest shall be calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003 for the time period involved.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

- D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Company
 - (1) If Company should at any time after the effective date of this Ordinance agree to new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance shall be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.
 - (2) The provisions of this Subsection D apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, including without limitation the timing of such payments.

E. Company Franchise Fee Recovery Tariff

- (1) Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- F. Lease of Facilities Within City's Rights-of-Way. Company shall have the right to lease, license or otherwise grant to a party other than Company the use of its facilities within the City's public rights-of-way provided: (i)

Company first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Company makes the franchise fee payment due on the revenues from such lease pursuant to Sections 6.A. and 6.B. of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees and to obtain consent of the City to use the Public Rights-of-Way by franchise or as otherwise may be required by law.

G. Company agrees that on the same date that payments are made, as provided in this Section 6, it will file with the City Secretary a report showing the gross revenues as defined in this Section 6 received by the Company during the calendar quarter or year, as applicable, upon which the payment is based in sufficient detail to reasonably verify payments. City may, if it sees fit, have the books and records of Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein, and Company shall fully cooperate in making available its records and otherwise assisting in these activities. Should any payment due date required by this franchise fall on a weekend or declared bank holiday, payment shall be delivered to the City no later than the close of business of the last working day prior to any specifically required due date contained within this franchise.

SECTION 7. <u>ACCEPTANCE OF FRANCHISE</u>: In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Company, this franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Company shall be automatically canceled and annulled, and shall be of no further force and effect; provided, however, that any claim, action or complaint which prior to such effective date has been initiated or has arisen under or pursuant to any such previous ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the previous ordinance shall be deemed to remain and shall continue in full force and effect.

SECTION 8. <u>CHANGING BOUNDARIES OF CITY</u>. After written notification by the City to Company of an approved annexation, the Company will initiate actions to reclassify affected customers into the City limits in a timely manner.

SECTION 9. <u>PLANNING AND COMMUNICATION</u>. Representatives of the Company and the City shall meet periodically to discuss long term planning for capital improvement projects contemplated by each. Upon the City's or Company's reasonable

request, the Company and City shall meet to share information regarding the Company's operations and activities under this franchise.

SECTION 10. <u>NOTICES</u>. Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America, proper postage prepaid, and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

| CITY | COMPANY | | |
|---|--|--|--|
| If by hand delivery: City Manager Town of Addison 5300 Belt Line Road Addison, Texas 75240-7606 | Manager, Municipal Regulatory Affairs ONCOR 500 N. Akard, Suite 14132 Dallas, Texas 75201 | | |
| | | | |
| If by mail: | ONOOR | | |
| Town of Addison, Texas | ONCOR | | |
| P.O. Box 9010 | 500 N. Akard, Suite 14132 | | |
| Addison, Texas 75001 | Dallas, Texas 75201 | | |

SECTION 11. <u>COMPLIANCE, REMEDIES AND TERMINATION</u>: The City shall notify the Company, in writing, of an alleged failure to comply with a material provision of this Ordinance, which notice shall specify the alleged failure with reasonable particularity. The Company shall, upon its receipt of such notice, either:

- (i) diligently cure such failure, but in any event within not more than thirty (30) days after such receipt; or
- (ii) if such failure cannot with due diligence be cured within the said thirty (30) day period, then cure such failure within an additional reasonable period of time so long as the Company has submitted to the City in writing its plan (including, without limitation, the time period) to cure such failure and has commenced curative action within the said thirty (30) day period, and thereafter is diligently attempting to cure the failure; or

(iii) if the Company reasonably believes that the failure specified in the notice from the City is not a failure of a material provision of this Ordinance, submit to the City within ten (10) days after its receipt of the notice the Company's written response specifying facts and presenting arguments in refutation or defense of such alleged failure (the "Company's Defense").

In the event that the Company does not comply with subparagraphs (i), (ii), or (iii) above, or if the Company does comply with subparagraph (iii) above but the City, after its review of the Company's Defense, nevertheless believes that the Company has failed to comply with a material provision of this Ordinance, the City shall be entitled to compel compliance by suit in any court of competent jurisdiction and seek such other remedies as may be available to the City, and if, upon final judgment, not subject to further appeal, being entered in favor of the City, the Company remains in default of any material provision of this Ordinance or the final judgment, the City may declare this Ordinance to be terminated.

SECTION 13. <u>PARAGRAPH HEADINGS. CONSTRUCTION:</u> The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 14. <u>ASSIGNMENT</u>. Prior to assignment, transfer, pledge or other conveyance of its rights, duties and obligations under this franchise, except to an affiliated entity, Company shall obtain prior written consent of the governing body of the City, which consent will not be unreasonably withheld or delayed. For purposes hereof, an "affiliated entity" means Company's corporate parent owning more than 50% of the shares of Company, a partnership or joint venture in which Company owns a controlling interest of more than 50%, or a subsidiary entity of Company in which Company owns a controlling interest of more than 50%. Company shall provide notice of any assignment, transfer, pledge or conveyance to an affiliated entity at the same time it provides written notice to the Texas Railroad Commission. Any assignment, transfer, pledge or other conveyance, whether to an affiliated entity or otherwise, shall require the assignee or transferee to perform all of the terms and conditions of this franchise.

SECTION 15. <u>COMPLIANCE WITH CITY CHARTER</u>. Company recognizes, accepts and agrees that the terms, conditions and provisions of this Franchise are subject to the applicable provisions of the City Charter. Any request by Company for a modification to this Franchise shall be subject to a review by the City Attorney for compliance with the applicable provisions of the City Charter.

SECTION 16. <u>THIRD PARTIES</u>. Nothing contained in this franchise shall be construed to provide rights to third parties.

SECTION 17. <u>SEVERABILITY</u>. This Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

SECTION 18. <u>EFFECTIVE DATE</u>: If Company accepts this ordinance, by the filing of its written acceptance with the City Secretary, this ordinance shall become effective on date of final passage. If written acceptance of this franchise ordinance is not filed by Company after its final passage and approval by said City within sixty (60) days, the franchise ordinance shall be rendered null and void.

PASSED AND APPROVED on this the 25th day of November, 2003.

ATTEST:

City Secretary

Mayor

Town of Addison, Texas

STATE OF TEXAS
COUNTY OF DALLAS
TOWN OF ADDISON

I, Carmen Moran, City Secretary of the Town of Addison, Dallas County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Addison, Texas, at a regular session, held on the 25th day of November, 2003, as it appears of record in the Minutes of the Addison City Council meeting for November 25, 2003.

WITNESS MY HAND AND SEAL OF SAID CITY, this the 1st day of December, A. D. 2003.

City Secretary

Town of Addison, Texas

STATE OF TEXAS §
COUNTY OF DALLAS

WHEREAS, there was finally passed and approved on November 25, 2003, Ordinance No. 003-041 granting to TXU Gas Company, a corporation, its successors and assigns, a franchise to furnish and supply gas to the general public in the City of Addison, Dallas County, Texas, for the transporting, delivery, sale and distribution of gas in, out of and through said municipality for all purposes, which is recorded in the Minutes of the City Council of said City; and

WHEREAS, Section 7 of said ordinance provides as follows:

"SECTION 7: In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Company, the franchise ordinance shall be rendered null and void."

AND, WHEREAS, it is the desire of TXU Gas Company, the holder of the rights, privileges and grants under the aforesaid franchise ordinance, to comply with the above-quoted provisions of Section 8 thereof.

NOW, THEREFORE, premises considered, TXU Gas Company, acting by and through its duly authorized officers, and within the time prescribed by Section 7 quoted above, does hereby agree to and accept the franchise granted to it by the above-described ordinance, in accordance with its terms, provisions, conditions and requirements and subject to the stipulations and agreements therein contained.

| | WITNESS THE I | 29# | day | |
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| of | De | , 2003. | | |

TXU GAS COMPANY

Vice President

STATE OF TEXAS COUNTY OF DALLAS CITY OF ADDISON

City Secretary of the City of Addison. Texas, do hereby certify that the above and foregoing is a true and correct copy of a formal acceptance of a franchise ordinance finally passed and approved by said City on November 25, 2003, and of record in the Minutes of the City; and I do further certify that said acceptance has been duly presented to the City Council and filed in connection with and as a part of said franchise ordinance.

OF WHICH, witness my official signature and the seal of said City on this the

day of farming, 2004.

City Secretary

City of Addison, Texas