

**ECONOMIC AND COMMUNITY DEVELOPMENT  
INCENTIVE GRANT AGREEMENT**

This Economic and Community Development Incentive Grant Agreement ("**Agreement**") is entered into as of the Effective Date by and among the Metropolitan Government of Nashville and Davidson County (the "**Metropolitan Government**"), the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County (the "**IDB**") and Philips Holding USA Inc., a Delaware corporation ("**Philips**").

**RECITALS**

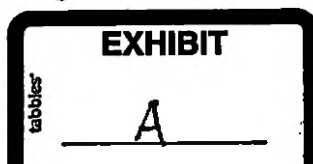
WHEREAS, the Metropolitan Government is vitally interested in the economic welfare of the citizens living within the area of the Metropolitan Government (such area, the "County") and wishes to provide the leadership necessary to enhance this area's capabilities for growth and development; and

WHEREAS, the provision of quality jobs to area citizens by local business is both necessary and vital to the economic well-being of the Metropolitan Government; and

WHEREAS, pursuant to Tenn. Code Ann. § 5-9-101(26), the Metropolitan Government is authorized to use available funds to make grants for economic and community development purposes; and

WHEREAS, the Metropolitan County Council adopted Ordinance No. BL2010-806 on February 1, 2011, after determining that, in order to promote industry, develop trade, create jobs and reduce unemployment, and in order to further other public purposes of the Metropolitan Government, it was in the best interest of the Metropolitan Government to make economic and community development incentive grants to companies to encourage the location and growth within the area of the Metropolitan Government of manufacturing facilities, offices, distribution facilities, customer support or call center facilities of well known and successful companies, comparable, but not limited to, companies on the Fortune 500 listing, involved in the servicing, manufacturing or assembly of computers, or telecommunications equipment or component parts thereof, if the location within the area of the Metropolitan Government is expected to result in the creation of at least five hundred new jobs for citizens within the area of the Metropolitan Government during the next five years of operations; and

WHEREAS, Chapter 2.210 of the Metropolitan Code, as amended by BL2010-806, provides that, in order to promote industry, develop trade, create jobs and reduce unemployment, and in order to further other public purposes of the Metropolitan Government, it is in the best interest of the Metropolitan Government to make economic and community development incentive grants to Technology firms (as redefined in BL2010-806) by taking into account, among other things, the amount of



revenue from all sources that is anticipated to be received by the Metropolitan Government with respect to the location of the qualified company and its operations within the area of the Metropolitan Government and other economic and community development opportunities that the qualified company is expected to create; and

WHEREAS, Philips is an indirect, wholly owned subsidiary of Koninklijke Philips N.V., a publicly-traded company with more than 71,000 employees worldwide that provides healthcare technology as well as prevention, diagnosis, treatment and home care and

WHEREAS, Philips has announced its decision to build an administrative and technology center that includes commercial operations, customer service operations, finance, human resources, information technology, marketing, procurement and quality and regulatory (the "Philips Center of Expertise") within the County (the "Project"); and

WHEREAS, the Metropolitan Government has found that Philips meets the criteria to be eligible to receive the benefits of an economic and community development incentive grant as authorized by Chapter 2.210.020(B) of the Metropolitan Code as amended by Ordinance No. BL2010-806; and

WHEREAS, the Metropolitan Government has found that the location of the Philips Center of Expertise within the area of the Metropolitan Government and the related investment and growth in connection therewith will maintain and expand significant employment and other commercial opportunities for area citizens; and

WHEREAS, in order to promote industry and develop trade and to create jobs and reduce unemployment and to further other public purposes of the Metropolitan Government, and after taking into account, among other things, the amount of revenue from all sources that is anticipated to be received by the Metropolitan Government from the continued location of Philips' existing presence, the location of its Center of Expertise and the related investment and growth in connection therewith and other economic and community development opportunities that Philips is expected to create within the area of the Metropolitan Government, the Metropolitan Government and the IDB have found that it is in the best interest of the Metropolitan Government to make an economic and community development incentive grant to Philips in an amount calculated by multiplying the number of "Philips Jobs" (as defined herein) by \$500.00 for a period of seven years in recognition of the costs and expenses incurred in continuing to locate and grow its Center of Expertise within the area of the Metropolitan Government.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I

### DEFINITIONS

- 1.1 **Recitals.** The foregoing Recitals are hereby incorporated herein as if fully set forth below and are material terms and provisions of this Agreement representing the intent of the Parties.
- 1.2 **Definitions.** Certain terms are defined in the text of this Agreement. As used in this Agreement and unless otherwise expressly indicated, the following terms shall have the following meanings:

"**Annual Settlement Statement**" shall mean the annual reporting document that includes the items set forth in **Exhibit A**.

"**Applicable Law**" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authority.

"**Covered Expenses**" means any of the following costs or expenses incurred after November 1, 2017 and not previously reimbursed with Grant Payment funds: (a) any documented expenses incurred by any Philips Entity related to the acquisition, preparation or occupancy of office space and other facilities at or in connection with the Project (including (i) costs of relocating operations of Philips Entities or employees of Philips' affiliates in connection with the Project, (ii) costs and expenses for the purchase and/or installation of office furniture or equipment, used by Philips Entities in connection with the Project, and (iii) rental payments made pursuant to any sublease or lease agreements pursuant to which Philips Entities lease office space or other facilities in connection with the Project), (b) any documented costs incurred by any Philips Entity associated with employee training with respect to Project-based employee or contract personnel, and (c) any documented expenses incurred by any Philips Entity to improve, maintain, extend, equip or furnish real or personal property used for the Project.

"**Director of Finance**" shall mean the Director of Finance of the Metropolitan Government.

"**Effective Date**" shall mean December 31, 2017.

"**Governmental Authority**" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any

governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

**"Grant Payment"** shall mean, with respect to each Grant Year, the amount calculated by multiplying the number of Philips Jobs as of December 31 by \$500.

**"Grant Period"** means the seven-year period commencing on the date determined pursuant to Section 3.1.

**"Grant Year"** shall mean each calendar year during the Grant Period.

**"Metropolitan Clerk"** shall mean the Metropolitan Clerk of the Metropolitan Government.

**"Metropolitan Council"** shall mean the Metropolitan County Council of the Metropolitan Government.

**"Parties"** shall mean the parties to this Agreement.

**"Person"** shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body, government or other entity.

**"Philips Entity"** shall mean (a) Philips, (b) any successor to Philips, including, without limitation, any corporation, partnership, limited liability company or other entity that (i) acquires, directly or indirectly, a controlling interest in Philips (whether through merger, stock purchase, stock swap or otherwise), (ii) merges or consolidates with Philips, or (iii) acquires substantially all of the assets of Philips, and (c) any corporation, partnership, limited liability company or other entity that is controlled by, or is under common control with, any of the foregoing.

**"Philips Jobs"** shall mean the sum of (a) individuals who (i) have worked for a Philips Entity for at least 26 weeks during the Grant Year, (ii) work on average 32 or more hours per week for a Philips Entity, and (iii) provide services to the Philips Center of Expertise or the Project, and (b) individuals who (i) have performed services for a Philips Entity through employment outsourcing or similar arrangement for at least 26 weeks during the Grant Year, (ii) work on average 32 or more hours per week performing services for a Philips Entity, (iii) provide services to the Philips Center of Expertise or the Project, and (iv) are paid in excess of the most recently published average wage for "All Occupations" in the Nashville – Davidson County – Murfreesboro – Franklin, Tennessee metropolitan statistical area according to the U.S. Bureau of Labor Statistics. The foregoing notwithstanding, Philips Jobs shall exclude any

individuals in functions previously filled by an individual based at another Philips Entity in Davidson County.

"State" shall mean the State of Tennessee.

- 1.3 **Additional Terms.** The definitions in Section 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references to Chapters or Sections of the Metropolitan Code shall be deemed references to the applicable Chapter or Section of the Metropolitan Code of the Metropolitan Government as amended as of the date of this Agreement. All reference to Articles, Sections and Paragraphs shall be deemed reference to Articles, Sections and Paragraphs of this Agreement, unless the context shall otherwise require. All references herein to Exhibits shall be deemed to be references to the Exhibits attached to this Agreement. The terms "this Agreement", "hereof," "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular Article, Section or Paragraph or other portion hereof and include any agreement supplemental hereto. The conjunction "or" shall be understood in its inclusive sense (and/or).
- 1.4 **Headings.** The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## ARTICLE II

### **ECONOMIC AND COMMUNITY DEVELOPMENT INCENTIVE GRANT**

- 2.1 **Economic and Community Development Grant.** Subject to the terms and conditions set forth in this Agreement, the Metropolitan Government shall pay to IDB for the benefit of Philips, the Grant Payment for each Grant Year on or before July 10 of the year following the end of such Grant Year. The IDB agrees to pay to Philips the amount of any Grant Payment that the IDB receives from the Metropolitan Government pursuant to this Agreement within three (3) business days following the IDB's receipt of any such Grant Payment.
- 2.2 **Annual Settlement Statement.** Philips shall deliver the Annual Settlement Statement for each Grant Year that includes the items set forth in **Exhibit A** hereto and an affidavit from an authorized representative of Philips which affirms the matters set forth in **Exhibit B** hereto with respect to such Annual Settlement Statement to the IDB and the, Director of Finance on or before February 15 of the year following the end of such Grant Year. Philips will furnish at least one hardcopy of such Annual Settlement Statement and related affidavit to the IDB,

with either a hardcopy or electronic copy to the Director of Finance. Such Annual Settlement Statement will include a calculation of the number of Philips Jobs as of December 31 of the applicable Grant Year, the amount of the Grant Payment for such Grant Year determined in accordance with this Agreement, a summary of the Covered Expenses to be paid or reimbursed with the Grant Payment for such Grant Year, and the other information set forth in **Exhibit A**. In addition, such Annual Settlement Statement shall include the average annual wage for the Philips Jobs for the applicable Grant Year and the percentage of the Philips Jobs (in aggregate) for each (i) gender, (ii) race and (iii) county of residence; provided however, that Philips shall not be required to make publicly available any individual employee data. As soon as reasonably practicable, Philips shall provide the Director of Finance such additional documentation as is reasonably necessary and which she requests within thirty (30) days of her receipt of the Annual Settlement Statement and related affidavit for the applicable Grant Year.

- 2.3 **Manner of Payment.** Each Grant Payment shall be paid annually following receipt and approval of the Annual Settlement Statement by the Metropolitan Government and the IDB (approval process by the IDB and Metropolitan Government is set forth in **Exhibit A**), by check to Philips at its address set forth in Section 4.1 or by wire transfer of immediately available funds, and, if paid by wire transfer, the payment shall be made into such bank account as Philips may specify in advance from time to time by completing the form in **Exhibit C** attached hereto and returning to the Metropolitan Government.
- 2.4 **Annual Appropriation.** Notwithstanding anything to the contrary herein, the Metropolitan Government's obligation to make any payments hereunder is contingent upon the annual appropriation of funds for such purpose by the Metropolitan Council. Although the Parties recognize that such annual appropriation is a legal requirement of the Metropolitan Government, the Metropolitan Government acknowledges that this Agreement has served as a material inducement to Philips for certain growth plans in Nashville and to make material investments in Nashville.

### ARTICLE III

#### **TERM**

- 3.1 **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall expire upon the date payment is made with respect to the Annual Settlement Statement for the seventh (7<sup>th</sup>) Grant Year during the Grant Period. Philips shall have the right to specify the date on which the Grant Period commences by giving the IDB and the Metropolitan Government written notice of such date not later than thirty (30) days before such designated commencement date. Notwithstanding the foregoing, the Grant Period must commence on a January 1.

## ARTICLE IV

### STANDARD TERMS AND CONDITIONS

- 4.1 **Notices.** All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in written or electronic form and shall be deemed delivered (i) on the date of delivery when delivered by hand, (ii) on the date of transmission when sent by overnight courier maintaining records of receipt, or (iii) three days after dispatch when sent by certified mail, postage prepaid, return-receipt requested; provided that, in any such case, such communication is addressed as provided below:

To the Metropolitan Government:

The Metropolitan Government of  
Nashville and Davidson County  
106 Metropolitan Courthouse  
P.O. Box 196300  
Nashville, TN 37219  
Attention: Director of Finance  
Telephone: (615) 862-6151

With copy to:

Director of Law of the Metropolitan Government  
108 Metropolitan Courthouse  
P.O. Box 196300  
Nashville, TN 37219  
Telephone: (615) 862-6341

If to the Industrial Development Board:

c/o Executive Director  
The Industrial Development Board of the Metropolitan Government of  
Nashville and Davidson County  
100 Metropolitan Courthouse  
P.O. Box 196300  
Nashville, TN 37219  
matt.wiltshire@nashville.gov  
Telephone: 615-862-6021

If to Philips:

Philips Holding USA Inc.  
3000 Minuteman Road  
Building Four

Andover, MA 01810  
Attention: James Mark Mattern II, Senior Vice President  
E-mail: mark.mattern@philips.com

With a copy to:

Philips Holding USA Inc.  
3000 Minuteman Road  
Building One  
Andover, MA 01810  
Attention: Joseph E. Innamorati, Legal Department  
E-mail: joseph.innamorati@philips.com

Any Party may change its address or the designation of the intended recipient of notice provided that it notifies the other Parties in accordance herewith.

- 4.2 **Applicable Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State. The Parties hereby agree that any suit, action or proceeding may be instituted with respect to this Agreement in any federal or state court in Davidson County. The Parties hereby consent to *in personam* jurisdiction of such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum or the *in personam* jurisdiction of such courts or from the execution of judgments resulting therefrom.
- 4.3 **Entire Agreement; Amendments and Waivers.** This Agreement and the Exhibits hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Parties. Amendments, supplements, or modifications to the terms of the calculation of the Grant Payment must first be approved by the Metropolitan County Council by Resolution. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. Any Party's failure to enforce any provision of this Agreement or its acceptance of any payment shall not constitute a waiver thereof and shall not prevent such Party from enforcing that provision or any other provision of this Agreement in the future.



- 4.4 **Remedies Cumulative.** No reference to any specific right or remedy shall preclude any Party from exercising any other right or from having other remedy or from maintaining any other action to which it would otherwise be entitled at law or in equity.
- 4.5 **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.
- 4.6 **No Merger.** The terms and provisions of this Agreement (including, without limitation, the representations, warranties and covenants) shall not merge, be extinguished or otherwise affected by the delivery and execution of any document delivered pursuant to this Agreement unless such document shall specifically so state and shall be signed by the Metropolitan Government, the IDB and Philips.
- 4.7 **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third Person to create the relationship of principal and agent, partnership, joint venture or any association between or among the Metropolitan Government, the IDB and Philips.
- 4.8 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4.9 **Compliance with Laws.** Philips agrees to comply with all applicable federal, state and local laws and regulations.
- 4.10 **Contingent Fees.** Philips hereby represents that Philips has not been retained or retained any persons to solicit or secure this Agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is material breach of this Agreement. For the purposes of this Agreement, the term "bona fide commercial selling agency" means an established commercial business or entity maintained for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain government contract or contracts through improper influence.
- 4.11 **Nondiscrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Philips certifies and warrants that any Philips Entity that occupies the Project will comply with this policy with respect to its hiring, employment and other practices within the Country. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be

discriminated against in treatment or employment in programs or activities funded with a Grant Payment, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the employment practices of Philips. Accordingly, Philips shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination within the area of the Metropolitan Government.

- 4.12 **Ethical Standards.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any requirement of this Agreement. Breach of the provisions of this paragraph is material breach of this Agreement.
- 4.13 **Audit.** The Metropolitan Government or the IDB, or their respective designees, shall have the right to perform on-site audits of the Annual Settlement Statements and underlying data and all supporting documentation, generated by Philips pertaining to this Agreement, no more than annually, upon reasonable notice and during the customary business hours. Philips agrees to make books and records and all other relevant information available to the Metropolitan Government and to the IDB. The right to perform such audits shall extend three (3) years from the termination of this Agreement.
- 4.14 **Liability.** The Metropolitan Government and the IDB shall have no liability except as specifically provided in this Agreement.
- 4.15 **Force Majeure.** The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- 4.16 **Severability.** If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the invalidity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision

will be modified so as to maintain the essential benefits of the bargain among the Parties to the maximum extent possible, consistent with Applicable Law and public policy.

- 4.17 **Interpretation.** Each of the Parties has agreed to the use of the particular language of the provisions of this Agreement, and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2017, and effective as of the Effective Date.

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

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Megan Barry, Mayor

APPROVED AS TO AVAILABILITY OF FUNDS:

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Talia Lomax-O'dneal, Director of Finance

APPROVED AS TO FORM AND LEGALITY:

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Jon Cooper, Metropolitan Attorney

ATTEST:

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Elizabeth Waites, Metropolitan Clerk

**INDUSTRIAL DEVELOPMENT BOARD OF**

**NASHVILLE AND DAVIDSON COUNTY**

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Ginger Hausser, Chair

ATTEST:

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Aubrey Gregory, Secretary

Philips Holding USA Inc.

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

Name: James Mark Mattern II

Title: Senior Vice President

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

**Exhibit A**  
**Annual Settlement Statement**  
**Requirements**

Each Annual Settlement Statement shall include a calculation of the number of Philips Jobs as of December 31 of the applicable Grant Year, the amount of the Grant Payment for such Grant Year determined in accordance with the Agreement, and a summary of the Covered Expenses to be paid or reimbursed with the Grant Payment for such Grant Year. The Annual Settlement Statement shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Reference Number (assigned by the IDB)
- (2) Expense Date
- (3) Expense Period
- (4) Philips' Federal Employer Identification
- (5) Philips' Address
- (6) Philips' Contact for the Annual Settlement Statement Questions (name, phone, and/or fax)
- (7) Itemization of Reimbursement Requested for the Grant Year— it must detail, at minimum, all of the following:
  - i. The amount expended
  - ii. The total amount requested (all line-items) for the Grant Year.
  - iii. Specific Covered Expense item
  - iv. The amount reimbursed under the Agreement to date
- (8) The percentage of Philips Jobs for each:
  - i. Gender
  - ii. Race
  - iii. County of Residence

The IDB and Metropolitan Government will approve or deny Covered Expenses within forty-five (45) days from submission of the Annual Settlement Statement. Should the Metropolitan Government or the IDB submit any questions, challenges or requests for additional information with respect to the calculation of the number of Philips Jobs or any Covered Expense to Philips in writing within thirty (30) days from such submission date, Philips shall submit a modified Annual Settlement Statement and/or supplemental information or documentation for review by the IDB and the Metropolitan Government within thirty (30) days after Philip's receipt of such writing (or within such longer period as is commercially reasonable in the event that Philips must obtain additional information not readily available to it). Any revised Annual Settlement Statement shall be approved within thirty (30) days after Philip's submission thereof to the IDB and the Metropolitan Government and Philips be paid per Sections 2.1 and 2.3.

**Exhibit B**

**Affidavit**

State of \_\_\_\_\_

County of \_\_\_\_\_

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Title) of Philips, and that Philips is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Philips has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Philips is current on its payment of all applicable gross receipt taxes and personal property taxes.

**Contingent Fees:** In accordance with 1992 Procurement Code of the Metropolitan Government, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Philips has not retained anyone in violation of the foregoing.

**Nondiscrimination:** The undersigned (Affiant), after being first duly sworn, affirms that Philips, by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this Agreement, Philips certifies and warrants it will comply with this policy within the area of the Metropolitan Government.

***And Further Affiant Sayeth Not:***

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit C  
ACH Form for Electronic Payment

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE  
TREASURY DIVISION  
ACH (AUTOMATED CLEARING HOUSE) CREDITS

Company Name: Philips Holding USA Inc.

Federal Identification Number or Social Security Number (under which you are doing business with Metro) \_\_\_\_\_

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (select type of account)  CHECKING or  SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.  
.....

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank Official contacted: \_\_\_\_\_ Phone \_\_\_\_\_  
.....

DEPOSITORY/BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ACH TRANSIT/ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

NAME(S) \_\_\_\_\_  
\_\_\_\_\_

(Please print names of authorized account signatory)

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

Phone \_\_\_\_\_

Please mail to:  
Finance - Division of Accts  
Attn: Starla Friedmann  
700 2<sup>nd</sup> Ave S Ste 310

or Fax to: 615-862-6109  
Attn: Starla Friedmann

Nashville, TN 37210