ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION, THE BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION AND UNIVERSAL COMPUTER SERVICES, INC.

This Agreement is entered into by and between the City of College Station, Texas, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to in this agreement as "CITY"), the Bryan/College Station Economic Development Corporation, a Texas non-profit corporation (hereinafter referred to in this agreement as "EDC") and Universal Computer Services, Inc., a Delaware corporation, Dealer Computer Services, Inc., a Delaware corporation, Rental Systems, Inc., a Delaware Corporation, and Universal Computer Systems, Inc., a Delaware Corporation (hereinafter collectively referred to in this agreement as "UCS").

WHEREAS, the CITY is authorized and empowered under applicable Texas law to aid in the development of industrial enterprises within the geographic boundaries of the CITY by offering economic and other incentives to prospective new and developing businesses, and by granting certain exemptions from and/or abatements of ad valorem taxation under the laws of the State of Texas; and

WHEREAS, the CITY actively seeks economic development prospects in College Station through its participation in the EDC, its membership in the EDC, and its establishment of an Economic Development Office in College Station; and

WHEREAS, UCS, is involved in the general computer industry, including, but not limited to, computer hardware assembling and software development for the automotive sales industry and other related support services; and

WHEREAS, UCS has expressed its intent and desire to locate a business facility in the Business Center at College Station, Phase One (hereinafter referred to as the "Business Center"); and

WHEREAS, CITY is willing to convey land in the Business Center to the EDC for use in attracting businesses to CITY that are qualified economic development prospects; and

WHEREAS, CITY and EDC consider UCS to be a qualified economic development prospect that will construct a new Business Facility which will consist of buildings, improvements, machinery, equipment and vehicles and create new jobs in the community.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, the Parties represent and agree as follows:

1. **Definitions**

1.1. **Business Center** - A commercial business park developed by the City of College Station, commonly known as the "Business Center at College Station".

1.2. **Business Facility** - The facility to be built and developed by UCS on the Property, consisting of buildings, improvements, machinery, equipment, and vehicles

1.3. **Cash Incentive** - One Hundred Eighty Thousand Dollars ($180,000), to be paid by CITY to UCS as set forth in Section 2.3.

1.4. **Cash Reimbursement** - Reimbursement by the CITY to UCS of actual funds expended for construction of a masonry wall along the Eastern property line of the Property in accordance with City Ordinance, in an amount not to exceed Two Hundred Fifteen Thousand Dollars ($215,000).

1.5. **Economic Incentives** - The Cash Incentive, Land Incentive, and Tax Incentive.

1.6. **Execution Date** - The date set forth on page 15, just above the signature lines.

1.7. **Gross Payroll** - The total of Full-Time employee payroll and Part-Time employee payroll, as described in section 3.3, annualized, based on the last payroll date, as described in Section 3.3, in the month of December each year.

1.8. **Land Incentive** - The conveyance of that certain tract of land, with an agreed upon value of $30,000 per acre, from the CITY to EDC to UCS, as set forth in Sections 2.1.1 and 2.1.2.

1.9. **Property** - Lots 2-A and 2-B, Block 1, of the Business Center at College Station Phase One, consisting of approximately 16.681 acres of platted property, further described in Exhibit "A".

1.10. **Property Improvements** - All enhancements to the property including, but not limited to, any real property improvements, infrastructure improvements, inventory, supplies, equipment, machinery, vehicles, valuable property, and assets to be located at the Business Facility

1.11. **Tax Incentive** - The abatement of ad valorem taxes, including but not limited to real property taxes, inventory taxes, and personal property taxes, which would

normally be assessed against UCS on the Property and Property Improvements, as described in Section 2.2.

2. CITY's Incentive Package, Obligations and Representations

2.1. Land Incentive

2.1.1. CITY will, within forty-five (45) days from the Execution Date of this Agreement, convey to the EDC, Lots 2-A and 2-B, Block 1, of the Business Center at College Station Phase One consisting of approximately 16.681 acres of platted property (hereinafter referred to as "Property") for the purpose of conveyance to UCS for the location and operation of its Business Facility. The Property is described in Exhibit "A" attached hereto and incorporated herein by reference. For purposes of this Agreement, the value of the Property conveyed to UCS via the EDC shall have a value of $30,000/acre.

2.1.2. EDC agrees to convey the Property to UCS within sixty (60) days of the Execution Date of this Agreement. Such conveyance shall be accomplished via a separate agreement between the EDC and UCS.

2.1.3. UCS agrees that CITY shall have a first priority lien, in the amount as described in this Section 2.1.3, on the Property throughout the term of this Agreement. CITY agrees that CITY may exercise this lien only in the event that UCS defaults under Section 9.3 of this Agreement. Further, CITY agrees that the amount of the lien on the Property shall be $500,430 upon conveyance of the Property by the EDC to UCS, and said lien amount shall decline on a prorated basis based on the completed term of this Agreement.

For example, if UCS defaults pursuant to Section 9.3 after six years, CITY would have a first priority lien on the Property in the amount of $200,172 ($500,430 divided by 10 years term times 6 completed years = $300,258. $500,430 - $300,258 = $200,172 amount of lien position).

2.1.4. UCS shall have the right at any time to substitute a letter of credit issued by a Texas bank as security for the indebtedness described in Section 2.1.3 herein in which event the City shall release the first priority lien on the property.

2.2. Tax Incentive

To the extent allowed by the applicable law and if it is determined that the CITY has met all necessary criteria, including all procedural requirements, the CITY agrees to abate property taxes pursuant to CHAPTER 312 of the TEXAS TAX CODE (as amended) through the creation of a Reinvestment Zone. To the extent permitted by applicable law, tax abatement for the Property and Property Improvements will be granted to UCS for a maximum of ten years and in accordance with the below-listed schedule. UCS agrees and understands that to be effective, any tax incentive must be approved by the City Council by ordinance and that a separate tax abatement agreement will be entered into by the parties herein.

Tax Abatement Schedule

YEAR	% ABATEMENT
1	95%
2	95%
3	95%
4	95%
5	95%
6	95%
7	95%
8	85%
9	85%
10	85%

2.3. Cash Incentives

CITY agrees to pay a Cash Incentive to UCS in the amount of One Hundred Eighty Thousand Dollars ($180,000.00) as follows:

(i) $60,000 within ten (10) days of the issuance of a building permit by CITY;

(ii) $60,000 one year from the date of the first payment;

(iii) $60,000 one year from the date of the second payment.

UCS represents, agrees and warrants that the Cash Incentive listed above shall be used for site development, infrastructure improvements, or other expenditures directly related to the location of the business in the Business Center or reimbursement for expenses related thereto.

2.4 **Cash Reimbursement**

CITY shall make a cash payment to UCS in an amount not to exceed $215,000 for reimbursement of the actual cost of installation of a masonry fence in accordance with City Ordinance on the Property, such payment made within twenty (20) days of the installation of the fence and receipt of evidence of expenditure.

2.5. **On Site Water Well**

CITY will permit the construction and operation of an on-site water well for irrigation of landscaping purposes only. This well and associated piping shall be installed in accordance with all applicable city, county, and state health and plumbing codes.

3. **UCS's Obligations and Representations**

3.1. **Location and Operation of the Business Facility**

UCS agrees to construct and operate a Business Facility on the Property and will agree to operate the Business Facility throughout the term of this Agreement.

3.2. **Capital Investment**

UCS agrees to invest $7,000,000.00 for Property Improvements and $1,400,000 in furniture, fixtures, and equipment associated with the operation of the Business Facility at the Business Center on or before December 31, 2002.

3.3. **Employment and Job Creation**

UCS agrees and represents that it will create jobs and retain full-time and part time, regular employees on its payroll to work at the Business Facility, or in the Bryan/College Station area until such time as the Business Facility is completed, according to the following target numbers and timing in addition to employment and payroll projections agreed to in the economic development agreement between CITY and UCS executed October 23, 1997:

End of year	Full time	Payroll	Part time	Payroll	Gross Payroll
2002	100	$2,200,000	20	$145,600	$2,345,000
2003	200	$5,200,000	50	$390,000	$5,590,000
2004	300	$8,400,000	100	$832,000	$9,232,000

2005 thru 2010 same as 2004

The above payroll numbers are annualized, based on the last payroll date in the month of December each year. The "last payroll date in the month of December" shall mean, for purposes of this paragraph, the last payroll distribution in the month of December. For example, if the regular payroll is distributed to employees on a weekly basis, every Wednesday, the last payroll distribution for 2002 will be on Wednesday, December 25, 2002, for 2003, Wednesday, December 31,2003, etc.

4. **Purchase of Electrical Service**

To the extent permitted by law, UCS agrees that it will purchase retail electric service from CITY for a minimum time equal to the term of this Agreement. Electric rates for UCS will be equal to or better than any other CITY customer.

5. **Term**

The term of this Agreement is for ten (10) years from the Execution Date of this Agreement.

6. **Reporting Requirements**

6.1. **Reports**

UCS shall submit to the CITY and/or the EDC on an annual basis the information or reports necessary for the monitoring of the performance criteria established in this Agreement. The submission of these reports shall be the responsibility of UCS and shall be certified by a Certified Public Accountant at UCS's expense.

6.2 **Confidentially**

Because of the highly competitive nature of the industry in which UCS does business, CITY and EDC agree that the reports which UCS may be required to submit may contain information which UCS considers to be valuable proprietary information. As such, CITY and EDC agree to keep any and all reports described in Section 6.1, provided by UCS as confidential information to the extent the documents are not public information by Section 552 of the Public Information Act, of the Government Code.

7. **Notice of Intent to Cease Operation**

If UCS ceases or intends to cease operation of its business at the Business Center during

the term of this Agreement, it shall give thirty (30) days prior written notice to CITY.

8. **Compliance with Applicable Laws**

At all times during which UCS owns and operates the Business Facility, UCS will remain in substantial compliance with all applicable laws, rules and regulations including without limitation, all applicable environmental laws, rules and regulations.

9. **Default**

9.1. Capital Investment Default

As of December 31, 2002, if UCS has failed to meet the capital investment projections as stated in Section 3.2, the CITY may, at CITY's sole option, require UCS to repay all Economic Incentives received to date on a prorated basis. The proration formula for Section 9.1 shall be as follows:

(i) Percentage of capital investment projections under the target number times the amount of Tax Incentive received to date; and

(ii) Percentage of capital investment projections under the target number times the amount of Land Incentive received to date; and

(iii) Percentage of capital investment projections under the target number times the amount of Cash Incentive received to date.

For Example:

Capital Investment Projection Amount:	$8,400,000
Actual Capital Investment Amount Expended	$7,000,000

$8,400,000 - $7,000,000 = $1,400,000

$1,400,000 divided by $8,400,000 = .166

.166 x 100 = 16.6%

16.6% x total Economic Incentives received to date = amount of repayment

Additionally, if, as of December 31, 2002, UCS has failed to construct the Business Facility, CITY may, at CITY's sole option, terminate this Agreement and title to the property described in Section 2.1.1 and Exhibit "A" shall revert to the CITY.

9.2. Gross Payroll Default

If at the end of any calendar year during the term of this Agreement, UCS fails to meet the total Gross Payroll set forth in Section 3.3 of this Agreement, UCS shall be in default. CITY shall notify UCS in writing of its default, and UCS shall have (30) days after receipt of such written notice, to cure any default. If UCS fails to cure its default, the CITY may, at CITY's sole option require UCS to repay the current year's Economic Incentives on a prorated basis. The proration formula for Section 9.2 shall be as follows:

(i) Percentage of Gross Payroll under the target number times the amount of Tax Incentive received during the current year; and,

(ii) Percentage of Gross Payroll under the target number times the total Land Incentive during the current year; and,

(iii) Percentage of Gross Payroll under the target number times the total Cash Incentive during the current year.

For Example:

Gross Payroll Target: $9,232,000

Actual Gross Payroll: $9,000,000

$9,232,000 - $9,000,000 = $232,000

$232,000 divided by $9,232,000 = .0251 x 100 = 2.51%

2.51% x total Economic Incentives for current year = amount of repayment

Current year abatement and incentives are described as follows:

2001:	Tax abatement 95%
	Land $50,040(16.681 acres x $30,000 divided by 10 yrs)
	Cash $18,000 ($180,000 divided by 10 yrs = $18,000)
2002:	Same as 2001
2003:	Same as 2001
2004:	Same as 2001
2005:	Same as 2001
2006:	Same as 2001
2007:	Same as 2001

2008:	Land and Cash same as 2001, Tax abatement 85%
2009:	Same as 2008
2010:	Same as 2008

9.3. <u>Other Default</u>

In the event that UCS ceases operating at the Business Facility within ten (10) years from the Execution Date of this Agreement, UCS shall be in default. CITY agrees to provide UCS written notice of its default. If said default is not cured within thirty (30) working days from the date written notice is received from CITY regarding its default, the CITY may, at CITY's sole option, require UCS to repay to the CITY the Land Incentive and Cash Incentive, on a prorated basis, based on the uncompleted term of this Agreement, and no longer provide the Tax Incentive to UCS after the date of this default. The proration formula for the Land Incentive and the Cash Incentive for purposes of Section 9.3 will be as follows:

Land Incentive:	16.681 acres x $30,000/acre divided by 10 years times the number of years remaining in term = Repayment amount
Cash Incentive:	Amount paid to date of default divided by 10 years times the number of years remaining in term = Repayment amount (based on a total cash incentive of $180,000)
Example:	If UCS defaults under this Section 9.3 on December 31, 2007, there will be 3 years remaining on the term of this Agreement. Under this Section 9.3, UCS may be required to repay to City:
Land Incentive:	(16.681 acres x $30,000 per acre/10 years) x 3 (number of years remaining in term for example) = $150,129
Cash Incentive:	$180,000 (cash paid to date of default) divided by 10 years x 3 (number of years remaining in term for example) = $54,000

9.4. **CITY and/or EDC Default**

In the event that CITY and/or EDC fails to meet one or more of their obligations and responsibilities under this Agreement, fails to grant an incentive described above, or otherwise materially breaches this Agreement, UCS, at its option, may terminate this Agreement, and/or pursue its remedies available at law or in equity. Examples of default by CITY and/or EDC include, but are not limited to:

a. CITY failing to convey Property to the EDC;

b. EDC failing to convey Property to UCS;

c. CITY failing to grant, or rescinding, the Tax Incentive, except as authorized herein or as required by law;

d. CITY failing to pay to UCS the Cash Incentive;

e. CITY failing to permit the construction of the on-site water well;

f. City failing to abide by the electrical service obligations set forth in Section 4;

g. The Property failing an environmental survey conducted by or at the request of UCS, said determination of failure to be conclusively determined by UCS.

10. **INDEMNITY**

UCS agrees to and shall indemnify and hold harmless and defend CITY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all reasonable expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, for damage to any property, for any breach of contract, or its failure to abide by all applicable environmental laws, rules and regulations arising out of or in connection with UCS's operation and construction of its Business Facility. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the negligence of the CITY, and the CITY's percentage of fault is deemed to be equal to or greater than fifty percent (50%) of the fault.

11. RELEASE

UCS releases, relinquishes and discharges the CITY, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees or other third parties) and any loss of or damage to property (whether property of either of the parties hereto, their employees, or of third parties) or UCS's failure to abide by all applicable environmental laws, rules and regulations that is caused by or alleged to be caused by UCS, arising out of, or in connection with this development agreement. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the sole negligence of the CITY, and the CITY's percentage of fault is deemed to be equal to or greater than fifty percent (50%) of the fault.

12. <u>Assignment</u>

This Agreement may not be assigned by UCS. Additionally, a change in ownership, in a single transaction, of fifty plus one percent of the stock of UCS shall be considered an assignment for purposes of this paragraph. An assignment as prohibited above shall cause this Agreement to terminate immediately and the exemption from taxation as provided for herein shall cease. Such assignment shall, however, not be considered a default of the Agreement so as to require the recapture of any taxes heretofore abated or other return or proration of Economic Incentives.

13. <u>Invalidity</u>

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

14. **Written Notice**

All notices required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

To UCS:	Universal Computer Services, Inc. 6700 Hollister Houston, TX 77040 Attn: Robert T. Brockman
To CITY:	City of College Station P.O. Box 9960 College Station, TX 77842 Attn: Mayor Lynn McIlhaney
To EDC:	Bryan/College Station Economic Development Corp. 4001 East 29th Street, Suite 180 Bryan, TX. 77802 Attn: Chairman Joe Horlen

15. **Entire Agreement**

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

16. **Amendment**

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of UCS, CITY, and the EDC.

17. **Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.

18. **Place of Performance**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

19. **Authority to Enter Contract**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

20. **Waiver**

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

EXECUTED this _____ day of September, 2001.

UNIVERSAL COMPUTER SYSTEMS, INC.

BY: _____
Carlan M. Cooper, Vice President

UNIVERSAL COMPUTER SERVICES, INC.

BY: _____
Carlan M. Cooper, Vice President

CITY OF COLLEGE STATION, TEXAS

BY: _____
Lynn McIlhaney, Mayor

ATTEST:

_____
Connie Hooks, City Secretary

DEALER COMPUTER SERVICES, INC.

BY: _____
Carlan M. Cooper, Vice President

RENTAL SYSTEMS, INC.

BY: _____
Carlan M. Cooper, Vice President

APPROVED:

_____
Thomas E. Brymer, City Manager

_____
Charles Cryan, Director of Finance

_____
Harvey Cargill, Jr., City Attorney

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared CARLAN M. COOPER as Vice President of UNIVERSAL COMPUTER SERVICES, INC., DEALER COMPUTER SERVICES, INC., a Delaware corporation, RENTAL SYSTEMS, INC., a Delaware Corporation, and UNIVERSAL COMPUTER SYSTEMS, INC., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 14 day of September, 2001.

_____
Notary Public in and for the
State of Texas

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09/10/2001

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared JOE HORLEN as CHAIRMAN of the BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION, a Texas Non-profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ___day of _____, 2001.

_____
Notary Public in and for the
State of Texas

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared LYNN McILHANEY, as Mayor of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ___day of _____, 2001.

_____
Notary Public in and for the
State of Texas

FIELD NOTES
Lots 2-A and 2-B, Block 1
THE BUSINESS CENTER AT COLLEGE STATION
16.681 ACRES

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, College Station, Brazos County, Texas and being all of the 6.498 acre tract called Lot 2-A and all of the 10.183 acre tract called Lot 2-B, Block 1 according to the replat of THE BUSINESS CENTER AT COLLEGE STATION, PHASE ONE recorded in Volume 4117, Page 259 of the Official Records of Brazos County, (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the most southern common corner of Lot 1, Block 1, according to the Replat of THE BUSINESS CENTER AT COLLEGE STATION, PHASE ONE recorded in Volume 2970, Page 149 (O.R.B.C.) and Lot 2-A, Block 1 of said Replat of THE BUSINESS CENTER AT COLLEGE STATION, PHASE ONE (4117/259), said iron rod also being in the north right-of-way line of Quality Circle (based on a 70-foot width);

THENCE: N 48° 46' 56" W along the common line of said lots for a distance of 269.87 feet, said iron rod also being in the southeast line of Tract A, PEBBLE CREEK, PHASE 5A as recorded in Volume 2193, Page 303 (O.R.B.C.);

THENCE: N 41° 13' 04" E for a distance of 538.17 feet and
N 48° 00' 31" E for a distance of 232.14 feet along the common line of said Lot 2-A and the southeast line of said PEBBLE CREEK, PHASE 5A to a found 1/2-inch iron rod for corner, said iron rod also being in the southwest line of Lot 19, Block 25 of PEBBLE CREEK, PHASE 5D as recorded in Volume 2541, Page 239;

THENCE: S 47° 10' 45" E for a distance of 20.50 feet to a found 1/2-inch iron rod marking the south corner of said Lot 19;

THENCE: N 44° 02' 25" E along the southeast line of Lots 19 and 20, Block 25 PEBBLE CREEK, PHASE 5D for a distance of 182.65 feet to a found 1/2-inch iron rod marking the north corner of said Lot 2-B and the northwest corner of PEBBLE CREEK, PHASE 6 as recorded in Volume 2867, Page 7 (O.R.B.C.);

THENCE: S 43° 57' 04" E for a distance of 1576.71 feet along the southwest line of said Phase 6 to a found 1/2-inch iron rod marking the east corner of said Lot 2-B;

THENCE: S 39° 42' 30" W for a distance of 305.61 feet to a chiseled "x" set in a concrete sidewalk for the most southerly corner of said Lot 2-B and being in the beforementioned right-of-way line of Quality Circle;

THENCE: 28.76 feet in a counter-clockwise direction along the arc of a curve in said Quality Circle line, said curve having a central angle of 14° 58' 58", a radius of 110.00 feet, a tangent of 14.46 feet and a long chord bearing N 36° 27' 35" W at a distance of 28.68 feet to a found 1/2-inch iron rod for the Point of Tangency;

THENCE: N 43° 57' 04" W continuing along the north line of Quality Circle for a distance of 760.84 feet to a found 1/2-inch iron rod for the Point of Curvature of a curve to the left;

THENCE: 885.49 feet along the arc of said curve having a central angle of 94° 49' 52", a radius of 535.00 feet, a tangent of 582.13 feet and a long chord bearing S 88° 38' 00" W at a distance of 787.82 feet to a found 1/2-inch iron rod for the Point of Tangency;

THENCE: S 41° 13' 04" W for a distance of 49.34 feet to the POINT OF BEGINNING and containing 16.681 acres of land, more or less.

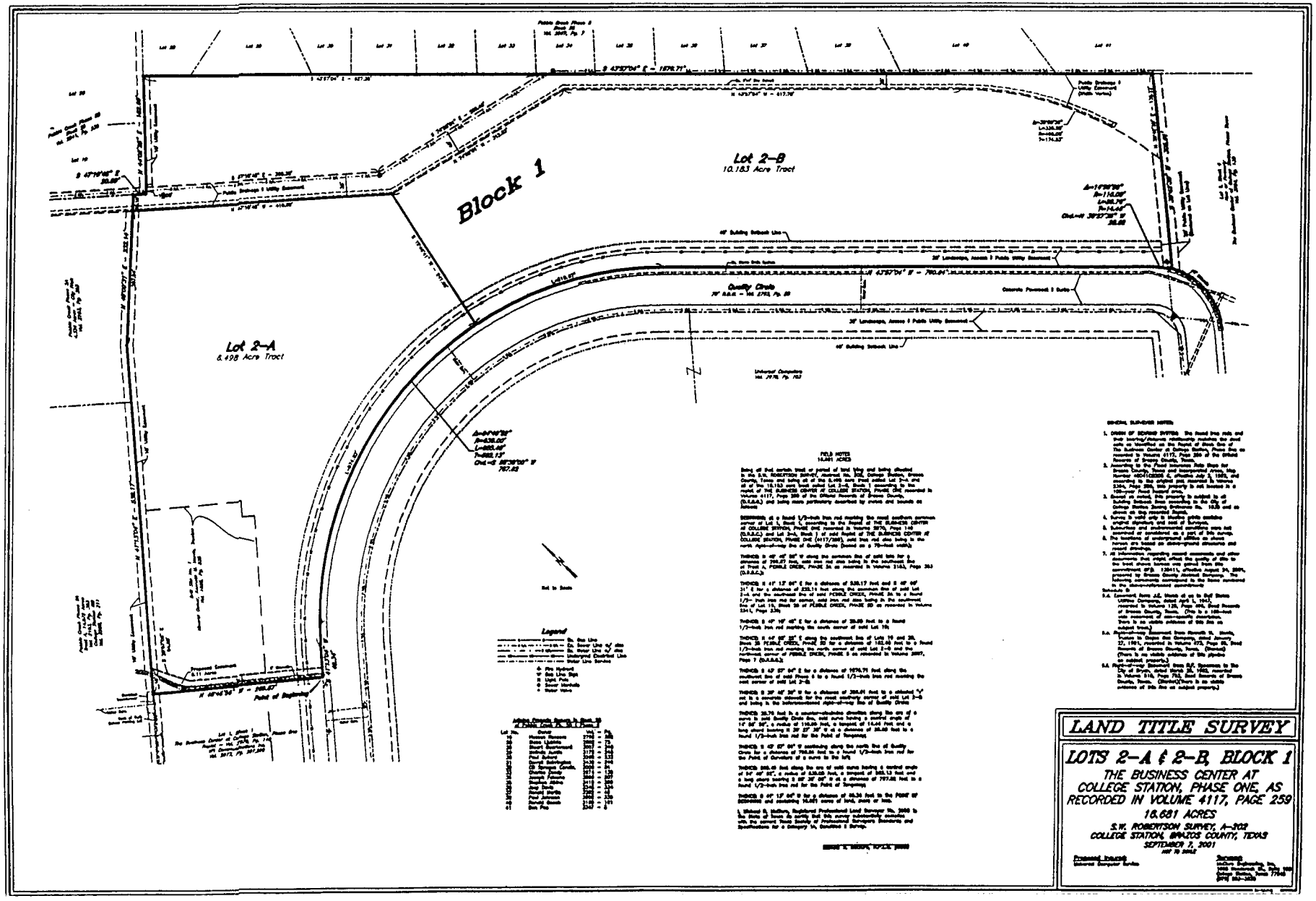
This description is based on the Land Title Survey and Plat prepared by Michael R. McClure, Registered Professional Land Surveyor No. 2859, State of Texas on September 7, 2001, and substantially complies with the current Texas Society of Professional Surveyors, Standards and Specifications for a Category 1A, Condition II Survey.

Michael R. McClure 9/7/01

Michael R. McClure, R.P.L.S. #2859

STATE OF TEXAS
REGISTERED
MICHAEL R. McCLURE
2859
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A


Block 1
Lot 2-B
10.183 Acre Tract
Lot 2-A
8.498 Acre Tract
Quality Drive
Point of Beginning
Legend
LAND TITLE SURVEY
LOTS 2-A & 2-B, BLOCK 1
THE BUSINESS CENTER AT
COLLEGE STATION, PHASE ONE, AS
RECORDED IN VOLUME 4117, PAGE 259
18.681 ACRES
S.W. ROBERTSON SURVEY, A-303
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SEPTEMBER 7, 2001