Exhibit A

STATE OF TEXAS §
COUNTY OF COMAL §

AGREEMENT BY AND BETWEEN
COMAL COUNTY, TEXAS AND HD SUPPLY FACILITIES MAINTENANCE, LTD.

Purpose

In an effort to considerably boost local job growth and sales tax revenue within Comal County, Texas, the Commissioners Court of Comal County desires to provide a fifty percent (50%) sales tax rebate to HD Supply Facilities Maintenance, Ltd., for a period of ten years.

Authority

Section 381.004 of the Texas Local Government Code (hereinafter "Section 381") provides for "community and economic development programs in certain counties." In order "to stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program . . . for state or local economic development . . . [and] to stimulate, encourage, and develop business location and commercial activity in the county." TEX. LOC. GOV. CODE ANN. §381.004(b)(1)&(3). Furthermore, "the commissioners court may develop and administer a program authorized [by Section 381] for making loans and grants of public money and providing personnel and services of the county." TEX. LOC. GOV. CODE ANN. §381.004(h).

Parties

This Agreement is made and entered into by and between HD Supply Facilities Maintenance, Ltd., (now known as Hughes MRO, Ltd.), a Florida limited partnership, duly authorized to transact business in Texas ("Home Depot") and Comal County, Texas , a political subdivision of the State of Texas and a body corporate and politic under the laws of the State of Texas ("County"), acting through the Commissioners Court, and shall be effective when duly executed by signature of the authorized representatives of both Home Depot and the County ("Effective Date").

Terms

In consideration for the mutual promises and covenants given and the mutual benefits received, which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Home Depot agrees to establish a customer contact center in New Braunfels, Texas, that will employ at least 47 people by the end of the tenth year of operation.

2. Home Depot agrees that it will provide the County, on a monthly basis, a copy of any financial report that Home Depot will submit to the Comptroller of the State of Texas ("Comptroller") relating to Home Depot's remission of sales taxes collected in Comal County, Texas as a result of the operation of the customer contact center described in Paragraph 1. above (the "Report"). Additionally, Home Depot hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to the County, and the County hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027.

3. The County agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the County from the Comptroller which is verifiably connected to Home Depot's business activities within Comal County, Texas described in Paragraph 1. above (the "Rebate").

4. The County agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date the County first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2007, whichever occurs earlier ("Commencement Date"). Notwithstanding the foregoing, if the amount of sales tax revenue generated by this Agreement should exceed $5 million during the Rebate Period, such Rebate Period shall be automatically extended for an additional ten (10) year period without further action by either party ("Extended Rebate Period"). However, should the state legislature enact future legislation which would limit the duration of the Extended Rebate Period, then such Extended Rebate Period shall be automatically modified by such legislation as applicable without further action by either party. However, in no event shall the initial Rebate Period be subject to any such modification.

5. Default and Recapture:

   a. This Agreement may be terminated if Home Depot refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Home Depot is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the County to Home Depot.

   b. If the County terminates this Agreement as a result of Home Depot's default as set out in Paragraph 5a. above, the Rebate will be immediately

abolished and sales tax will be due for the entire tax year in which termination occurred and no rebate shall accrue for all tax years thereafter.

c. If during the term of this Agreement, Home Depot should discontinue substantially all of its contact center operations described in Paragraph 1 above, then the County shall have the right to recapture sales taxes for the entire tax year in which such discontinuance occurs and terminate this Agreement.

d. In the event of termination, a bill for the total amounts due will be sent to Home Depot, and Home Depot agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalty and interest will accrue if Home Depot fails to timely pay the bill. Nothing in this agreement shall be construed as a waiver or relinquishment of any right Home Depot may have to challenge such bill.

6. Miscellaneous

a. Assignment. Home Depot may assign this Agreement without the County's written consent so long as Home Depot remains responsible for all of its obligations undertaken in this Agreement. Under no circumstances may the County assign this Agreement without Home Depot's express written consent.

b. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the County or Home Depot at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

i. Home Depot: Mr. Ross Tanner
Director, Real Estate & Support Services
The Home Depot Supply, Inc.
10641 Scripps Summit Court
San Diego, California 92131

Fax: (858) 831-2458

With a copy to:

John S. Torigian, Esq.

Krell & Torigian
1600 Smith Street, Suite 3885
Houston, Texas 77002

Fax: (713) 951-7611

ii. County: Comal County Judge
199 Main Plaza
New Braunfels, Texas 78130
Fax: (830) 608-2026

With a copy to:

Comal County Auditor
150 N. Seguin, Suite 201
New Braunfels, Texas 78130

Fax: (830) 620-5592

Assistant District Attorney – Civil Division
199 Main Plaza
New Braunfels, Texas 78130

Fax: (830) 608-2026

Either party may designate a different address by giving the other party written notice.

c. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

d. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either County or Home Depot shall be in Comal County, Texas.

f. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

g. Execution. The County executes this Agreement by and through the County Judge acting under the Order and authorization of the Commissioners Court of Comal County, Texas. Home Depot executes this Agreement by and through its Vice President of Facilities Maintenance/MRO, Brett A. Brown. This Agreement shall not become effective until executed by all parties. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

COMAL COUNTY, TEXAS:

11-16, 2008
DATE

COUNTY JUDGE, DANNY SCHEEL

ATTEST: COMAL COUNTY CLERK
JOY STREATER

COMMISSIONERS' COURT COMAL COUNTY TEXAS

HD SUPPLY FACILITIES MAINTENANCE, LTD. (now known as Hughes MRO, Ltd.):

HUGHES MRO, LTD.:

By: HD Supply GP & Management, Inc., its General Partner

By:
Brett Brown
Vice President, Facilities Maintenance/MRO

Date: December 28, 2008