ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND
EGP MANAGEMENT, L.L.C

This Economic Development Agreement ("Agreement") is entered into by and between Travis County, a political subdivision of Texas ("County"), and EGP Management, L.L.C., a Texas limited liability company ("Company").

RECITALS

WHEREAS, Section 381.004 of the TEXAS LOCAL GOVERNMENT CODE authorizes counties to develop and administer community and economic development program(s) to stimulate business and commercial activity in a county.

WHEREAS, Travis County has adopted the Travis County Economic Development Program Policy ("Policy"), included in this Agreement as Attachment A, under which certain economic development incentives may be offered to eligible applicants;

WHEREAS, it is the intent of Travis County and Company that, as a result of Company's development under this Agreement, business and commercial activity in Travis County will be stimulated, producing additional tax revenue, job opportunities, affordable housing and small business opportunities for Travis County;

WHEREAS, Company has stated that the Project described in this Agreement could not be completed as set forth without the herein granted County assistance.

WHEREAS, Company intends to develop as a mixed use project containing residential and non-residential uses approximately 42 to 55 acres of land out of an area more particularly described in Attachment B to this Agreement, and hereinafter referred to as "Property."

WHEREAS, the Commissioners Court finds that the development set forth in this Agreement will result in substantial immediate and long-term benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, reimbursements and payments, the amount and sufficiency of which are acknowledged, County and Company agree to the terms and conditions stated in this Agreement.

1.0 DEFINITIONS. In this Agreement,

1.1 "Ad Valorem Taxes" means those property taxes assessed by TCAD on eligible property within Travis County.

1.2 "Agreement Funds" means all funds reimbursed by County to Company pursuant to the applicable provisions of this Agreement.

1.3 "Agreement Term" means that time period commencing on the date the Agreement is signed by both Parties ("Effective Date") and continuing until the Termination Date.

1.4 "Commissioners Court" means Travis County Commissioners Court.

1.5 "Completion Date" shall be defined as the date of issuance of the Certificate of Occupancy for the Project. If County approves completion of the Project in phases, there may be a different Completion Date for each approved phase; however, the twenty-year Reimbursement Term will begin running as of the Completion Date of the first phase.

1.6 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.7 "Effective Year Value" means the value assessed by TCAD for the purpose of the payment of Travis County Ad Valorem taxes on the Property for the tax year in which the Effective Date of this Agreement occurs. That Effective Year Value will be determined at the Completion Date based upon the total acreage finally included in the Project using the per acre value assessed by TCAD for the tax year in which the Effective Date of the Agreement occurs.

1.8 "Is doing business" and "has done business" mean:

1.8.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.8.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.8.3 Any payments, receipts, loans, or receipts of a loan which are less than $250.00 per calendar year in the aggregate; or

1.8.4 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.9 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Agreement and marked Attachment E.

1.10 "Parties" and "Party" means the County and/or Company.

1.11 "Reimbursement Term" means that time period beginning on the Completion Date and ending on the Termination Date. If the Commissioners Court approves completion of the Project in phases, then the Reimbursement Term will begin on the Completion Date of the first phase.

1.12 "Reimbursement Year Value" means the value assessed by TCAD for the purpose of the payment of Travis County Ad Valorem Taxes on the Property for any tax year included in the Reimbursement Term of this Agreement.

1.13 "Project" means the Company's planned development of the Property as described in this Agreement. The Project will consist of approximately 500,000 to 670,000 square feet of development including some or all of the following uses: shopping, restaurants, entertainment, grocery, medical office, hotel and/or recreation space, a minimum of 300 affordable housing units (as defined herein), sidewalks in the retail-pedestrian areas (standard sidewalks along traffic thoroughfares where required), significant public open space with outside pedestrian amenities such as benches, landscape features, fountains or water features, dining areas and a combination of surface and structured parking.

1.14 "Property" means the land (real property) on which the Project will be developed.

1.15 "Subcontract" means any agreement between Company and another party to fulfill, either directly or indirectly, any of the requirements of this Agreement, in whole or in part.

1.16 "Subcontractor" means any party providing services required under this Agreement under an agreement between Company and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Company; and any party or parties providing services for Company which will be paid for using Agreement Funds committed by County to be reimbursed to Company under this Agreement.

1.17 "TCAD" means the Travis Central Appraisal District.

1.18 "Termination Date" means either:

(a) the end of the 20 year period beginning with the Completion Date

or

(b) the date that full reimbursement totaling the Maximum Agreement Funds amount set forth in Section 7.1 is made by County pursuant to Section 7.0 of this Agreement,

whichever occurs first.

2.0 GENERAL TERMS

2.1 Authority. County is authorized to enter into this Agreement under TEXAS LOCAL GOVERNMENT CODE, Chapter 381, Section .004.

2.2 Agreement Term. County and Company acknowledge and agree that, unless earlier terminated by the Parties pursuant to the terms of this Agreement, this Agreement shall be effective commencing the date that the last Party signs the Agreement ("Effective Date") and continuing in effect until the Termination Date.

In recognition of the fact that Agreement Funds reimbursements are by necessity calculated and reimbursed after taxes have been assessed and paid to County, and therefore always run in arrears, the term of this Agreement shall be deemed to include the time necessary for reimbursement of any Agreement Funds to Company which extend beyond the set Agreement Term.

2.3 Dates. Significant dates as defined in this Agreement are as follows:

JANUARY 1, 2003	EFFECTIVE DATE	COMMENCEMENT DATE	COMPLETION DATE**	TERMINATION DATE
Effective Year Value Determined	Date Agreement Signed by Both Parties	Issuance of Notice to Proceed (no more than 2 years from the Effective Date, or maximum of 4 years with Court approved extension).	Issuance of Certificate of Occupancy (no more than 4 years from the Commencement Date, or maximum of 6 years with Court approved extension	20 years from Completion Date /OR/ Date Maximum Agreement Funds reimbursed by County under Section 7.0
			20 Year Reimbursement Term Begins	Reimbursements Cease- Agreement Terminates

AGREEMENT TERM

REIMBURSEMENT TERM

**If development is completed in phases, the Completion Date will be the Date of Completion of the first phase.

3.0 AMENDMENTS

3.1 Written. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by both Parties.

3.2 Acknowledgments as to Amendments. It is acknowledged by Company that no officer, agent, employee or representative of County has any authority to change the terms of this agreement or any attachments to it unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Agreement will NOT be effective.

3.3 Submission. Company shall submit all requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it to the County Contact Person with a copy to the County Judge, Samuel T. Biscoe, or his successor in office, with a copy to the Travis County Planning and Budget Office, Attention: Christian Smith, Executive Manager.

4.0 ENTIRE AGREEMENT

4.1 All Agreements. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

4.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Company in accordance with all terms of this Agreement.

4.2.1. Attachment A, Travis County Economic Development Program Policy
4.2.2. Attachment B, Description of Property and Project
4.2.3 Attachment C, Affordable Housing Requirements

4.2.3. Attachment D, Reporting Form
4.2.4 Attachment E, Ethics Affidavit

5.0 COMPANY PERFORMANCE

5.1 Components of Project Development. Company shall construct, complete and maintain the Project described in this Agreement as follows:

5.1.1 Required Components. The following components of the Project must be completed pursuant to the terms of this Agreement in order for Company to receive and retain reimbursement of Agreement Funds:

(a) Acreage. The Project shall include the development of approximately 42 to 55 acres of land as described more fully in this Agreement.

(b) Housing. As of the Completion Date, the Project shall include at least 300 residential units at completion with at least 10% of those units meeting the requirements for affordable housing set forth in Attachment C, "Affordable Housing Requirements."

(c) Jobs. No later than twelve (12) months after the Completion Date of the Project (or the final phase of the Project, if the Project is completed in phases), a minimum of 1,100 permanent full-time equivalent jobs will be filled within the Project. If the Project is completed in phases, [under a phasing plan approved by County pursuant to Section 5.1.1(e)(iii)], the minimum permanent full-time equivalent jobs required under this Section 5.1.1(c) will be calculated a rate of .0016 jobs (full-time equivalent) per square feet of completed construction. Residential housing square footage will not be included in the above calculation.

(d) Value. Company shall complete development of the Project as described in this Agreement so that the value subject to Travis County Ad Valorem taxation at the Completion Date of the entire Project (including all phases in any Court approved phasing plan) equals at least $100,000,000 more than the Effective Year Value, as defined in Section 1.7.

(e) Construction.

(i) Commencement. Company shall issue a notice to proceed to a contractor to commence construction of the Project no later than two years from the Effective Date, and shall diligently pursue such construction to completion as set forth in this Agreement. In the event that Company fails to commence construction of the Project within such two year period, or fails to receive an extension of this time period as set forth in this subsection (i), this Agreement shall be terminated and shall be of no further effect. County shall grant Company's written request for an extension of this two year period for one additional period not to exceed two years upon showing that Company has made application and paid all required fees related to all required site development permits from the City and County. Such approval shall be indicated in the form of a written amendment to this Agreement, pursuant to Section 3.0.

(ii) Completion. A Certificate of Occupancy for the entire Project as set forth in this Agreement (including phases shown in any Court approved phasing plan) shall be obtained by Company no later than four years from the date of commencement of construction under Section 5.1.1(e)(i). County shall grant Company's written request for an extension of this four year period for one additional period not to exceed two years upon showing that Company has made reasonable efforts to complete construction, as determined by County. Approval of such extension shall be indicated in the form of a written amendment to this Agreement, subject to Section 3.0. Necessary inspection(s) shall take place and be successfully completed prior to the Completion Date. Throughout the Agreement Term, the requirements of all applicable County and City of Austin codes and ordinances must be met.

(iii) Phasing. If Company desires to complete the Project in phases, a phasing plan shall be submitted in writing to County for approval prior to the implementation of such plan. The phasing plan shall include information detailing the estimated timing of each proposed Phase and the portions of total acreage, square footage, housing, jobs and value to be attributable to each Phase and how Company intends to complete all of the phases within the timeframes set forth in the phasing plan. If County approves the Company's phasing plan, such approval shall be indicated in the form of a written amendment to this Agreement, pursuant to Section 3.0. Approval of the phasing plan shall not be unreasonably withheld or delayed. Upon approval of the Phasing Plan by County, all references to "Commencement" shall mean the commencement of the first phase of the approved plan, and all references to "Completion Date" shall be interpreted as meaning the Completion Date of the first phase of the approved plan. However, the Parties

understand and agree that the 20 year Reimbursement Period will begin on the Completion Date of the first phase, and will continue for 20 years without regard to the completion dates applicable to other phases within the approved plan.

5.1.2 Goal Components. The following components of the Project are goals that Company agrees to make a good faith effort to attain:

(a) Square Feet. The Project, upon completion, shall include approximately 500,000 to 670,000 square feet of development which may include shopping, entertainment, hotel, office, and recreation space. If the Project is completed in Phases, [as approved by County pursuant to Section 5.1.1(e)(iii)], the Company shall indicate in the request for approval of such Phasing, the number of square feet to be included in each Phase.

(b) Land Use. Development shall consist of mixed land uses which may include housing, shopping, hotel, office, entertainment, and commercial workplaces.

(c) Environmental Attention. The Project will be completed and maintained in a manner which preserves and respects the natural environment by maintaining green space as set forth in the plan of development presented to and approved by the City of Austin, as evidenced by certificates of occupancy from the City of Austin. Company shall not violate any federal, state, or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project.

(d) Public Transportation. In order to ensure that development is completed in a manner consistent with a transit oriented development, Company shall use reasonable efforts to coordinate and cooperate with relevant transportation entities to maximize availability within the Project of public transportation opportunities and amenities.

(e) Parking. Development will be completed in a manner which includes adequate parking.

(f) Minority Participation. Company shall use good faith efforts (and shall encourage its agents and contractors to use good faith efforts) to take reasonable steps to ensure HUBs ("Historically Underutilized Businesses") the maximum opportunity to be subcontractors under this Agreement. Company may retain a third party consultant specializing in outreach to qualified HUB business enterprise Contractors and consultants.

Company agrees to cooperate with County to improve its efforts in any of the areas set forth in Section 5.1.2(a) - (g) above at any time that County notifies Company of the identification of the need for such improvement.

5.2 Reports.

5.2.1 Annual Report. Company shall provide an annual report (and/or other reports as reasonably requested by County) reflecting the fulfillment of all requirements of this Agreement in a format provided by County and included in this Agreement as Attachment D, "Reporting Form." County acknowledges that certain information in reports will be provided to Company by third party occupants of the Project. Company shall require such third parties to provide that information which is necessary to confirm compliance with the applicable terms of this agreement, and shall have those third parties certify that the information provided to Company is correct and accurate. Company shall certify that the consolidation of information provided by those third parties and provided to County in the report attached hereto as Attachment D is accurate to the best of Company's knowledge. Company shall provide County with a completed Reporting Form (Attachment D - "Report") within a reasonable time after the end of each calendar year in the Agreement Term, allowing adequate time for Company to collect and consolidate the data and submit to County the resulting report which will reflect information related to the previous 12-month period (or other time period as specified).

5.2.2 County Monitoring. County retains the right to monitor and audit the findings in all reports as necessary to confirm compliance with Agreement terms. Company shall retain all reports made by third parties related to this agreement and allow County reasonable access to such reports if County requests the opportunity to review such reports. County will only request such review upon reasonable cause to question the accuracy of the Report submitted by Company to County.

5.2.3 The following general information, as applicable for each year in a reporting period will be included with the Report:

(a) documentation to show commencement date and completion date

(b) total value of completed Project (as assessed by TCAD for Travis County Ad Valorem taxation)

(c) total acreage included in Project

5.2.4 The Report shall include data showing the number of full time equivalent ("FTE") jobs created and maintained as a result of the Project, including that information specifically set forth in the Reporting Form (Attachment D). Company shall create and maintain such records as necessary for County to audit performance under this requirement, including documentation related to each employee which supports that information shown in the Reporting form and any other information reasonably necessary to calculate FTEs as related to performance under this Agreement. County may require such other documentation as reasonably deemed necessary to support reported employment efforts of Company as required under this Agreement.

5.2.5 The Report shall include documentation as set forth in the Reporting Form (Attachment D) related to housing meeting the affordable housing requirements set forth in Section 5.1.1(c) of this Agreement and Attachment C.

5.2.4 The Report shall include information showing the amount of Travis County Ad Valorem taxes paid by Company, and the amount of Agreement Funds reimbursed by County to Company to date, and other information as specified in the form attached as Attachment D.

5.3 Company warrants that Company and the signors of this Agreement have the authority to enter into this Agreement.

5.4 Company will make its best effort to ensure that all reports, data and information submitted to County will be accurate, reliable and verifiable according to the terms of this agreement. Approval by County of such information shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Company, its employees, agents, or associates.

5.5 Company understands that the value of its new capital investment (property subject to Travis County Ad Valorem taxation) upon completion of the entire Project (including all phases of any Court approved phasing plan) must equal at least One Hundred Million Dollars ($100,000,000.00) more than the Effective Year Value, as defined in Section 1.7) in order for Company to receive and retain reimbursement under this agreement.

5.6 Company represents that, to the best of its knowledge after the full review of available resources, Company's Property/Project is not located over an environmentally sensitive aquifer or contributing zone.

5.7 W-9 Taxpayer Identification Form. Company shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement Funds are reimbursable.

5.8 Indemnification and Claims.

5.8.1 INDEMNIFICATION. Company agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by Company, or for damage to any property, arising out of or in connection with the work done by Company under this Agreement, whether such injuries, death or damages are caused by Company's sole negligence or the joint negligence of Company and any other third party.

5.8.2 Claims Notification. If any claim, or other action, including proceedings before an administrative agency ("Claim"), is made or brought by any person, firm, corporation, or other entity against Company or County, the party with notice of the Claim shall give written notice to the other party of: claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in the "Notice" provision of this Agreement. Except as otherwise directed, the party with notice of the Claim shall furnish to the other party copies of all pertinent papers received by that party with respect to these claims or actions.

5.9 Miscellaneous Responsibilities.

5.9.1 Change in Identity. Company shall notify County immediately, and in advance where possible, of any significant change affecting the Company. Where that change involves a change of Company's name or identity, that change

must be submitted in writing and approved by County in the form of a written amendment pursuant to Section 3.0. Where such change involves a change in ownership or control, governing board membership, personnel appointed under this Agreement, payee identification number, etc., Company shall provide County with timely written notice pursuant to Section 10.0.

5.9.2 Access and Monitoring. Company shall provide access to and hereby authorizes monitoring visits of the improvements made under this Agreement by County employees or authorized representatives of County to ensure that the improvements are completed according to the terms of this Agreement. Company representatives shall be permitted to attend any monitoring visits. The monitoring visits shall be preceded by at least twenty-four (24) hours notice by telephone to the Company, and shall be conducted so as not to interfere with the business operations of Company, and shall comply with Company safety standards.

5.9.3 Record Maintenance. Company shall maintain all records and reports required under this agreement for a period of three years after the termination date, or until all evaluations, audits and other reviews have been completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later.

6.0 COMPLIANCE

6.1 Federal, State and Local Laws. Company shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

6.2 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in State Court in Travis County and the City of Austin. The Parties acknowledge and agree that each Party shall be responsible for any attorneys' fees incurred by that Party relating to this Agreement.

6.3 Immunity or Defense. Section 6.2 notwithstanding, Company expressly understands and agrees that, neither the execution of this agreement nor the conduct of any representative of County shall be considered to be a waiver of, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of it governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. Company and County shall have all remedies and defenses allowed by laws.

7.0 AGREEMENT FUND REIMBURSEMENTS

7.1 Maximum Agreement Funds. Maximum Payment Amount. For satisfactory completion of all applicable terms of this Agreement by Company, and pursuant to the terms and provisions of this Agreement, County shall reimburse Company from Ad Valorem taxes paid by Company to County a total amount not to exceed the equivalent of Five Million Dollars ($5,000,000) calculated on a net present value basis when discounted at an annual rate of seven and one-half percent (7.5%) (hereinafter referred to as the "Maximum Payment Amount") as of the Effective Date of this Agreement. The Parties acknowledge that the total sum of non-discounted annual reimbursements to Company will exceed five million dollars ($5,000,000). Section 5.D of the annual report submitted by Company (Attachment D) will reflect the amounts specified in this Section 7.1. The Parties agree that, when the amount set forth in Attachment D, Section 5.D.2 equals the Maximum Payment Amount, this Agreement will terminate and all obligations of the Parties will cease.

7.2 Reimbursement of Agreement Funds.

7.2.1 Revenue Notice. Each year after the Completion Date, but no later than January 31, Company shall notify County in writing of any sums paid by Company to the Travis County tax collector in the form of Ad Valorem taxes ("Revenue Notice"). The Revenue Notice will show the amount paid attributable to the Effective Date Value and the amount paid attributable to the Reimbursement Year Value for that year and will include a copy of the tax bill and check issued by Company in payment of that bill.

7.2.2 Reimbursement Amount. Upon verification by County of the amount shown in the Revenue Notice, and other reporting information provided by Company to County under this Agreement, County shall reimburse Company an amount equal to Fifty Percent (50%) of the difference between the Ad Valorem taxes paid on the Effective Date Value and the Ad Valorem taxes paid on the Reimbursement Year Value. If County identifies any material issues in the Revenue Notice, County will advise Company of such material issues that are identified in the verification process within 30 days of receipt of the Revenue Notice and other reporting information to allow Company to correct/complete such Revenue Notice. County will reimburse Company within 30 days of receipt of the complete and correct Revenue Notice and other relevant reporting information. As stated herein, and upon satisfactory performance by Company of all applicable Agreement obligations,

during the Reimbursement Term and until the Termination Date, County's reimbursement shall be computed as follows:

(Reimbursement Year A.V.* Taxes - A.V* Taxes Paid on Effective Year Value) X .5 = Annual County Reimbursement Made Pursuant to Section 7.0

* - Ad Valorem Taxes

7.2.3 Reimbursement Due Date. Until the Termination Date, County shall reimburse Company the amount due under Section 7.2.2 no later than April 1 following the end of the tax year reflected in the Revenue Notice.

7.2.4 Final Reimbursement. Final reimbursement of Agreement Funds by County to Company shall be either:

(a) that reimbursement made based on the Revenue Notice relevant to the twentieth year after the Completion Date;

or

(b) that reimbursement which includes Agreement Funds bringing the amount of Agreement Funds reimbursed by County to the maximum amount set forth under Section 7.0.

whichever occurs first. Upon County's making of the final reimbursement as described in this Section 7.2.3, this Agreement shall be terminated.

8.0 TERMINATION/DEFAULT

8.1 Default. If either County or Company should default in the performance of any obligations of this Agreement, the other Party shall provide such defaulting Party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default.

8.2 Termination. In the event Company elects not to proceed with the Project as contemplated by this Agreement, Company shall notify County in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect. In addition, this Agreement shall terminate as otherwise set forth specifically in this Agreement.

8.3 Refund. As of the Completion Date of the entire Project (the "entire Project" means the Project or all phases if the Project is completed according to a Court approved phasing plan), Company MUST have met the following requirements of Section 5.1.1:

(a) Development of approximately 42 to 55 acres (Section 5.1.1(a), and

(b) Creation of at least 300 residential units with at least 10% meeting the affordable housing requirements set forth in this agreement (Section 5.1.1(b), and

(c) Creation of at least 1100 permanent FTE jobs (Section 5.1.1(c), and

(d) investment such that the value of the Project subject to Travis County Ad Valorem taxes equals at least $100,000,000 more than the Effective Year Value (Section 5.1.1(d).

If ALL of these requirements are not met as of the Completion Date of the entire Project (all phases, if completed according to an approved phasing plan), then Company shall refund to County any and all Agreement Funds that have been reimbursed by County up to that time and Company acknowledges that the agreement will then be terminated and all future obligations of County shall cease.

If ALL of the above requirements are met as of the Completion Date of the entire Project (all phases, if completed according to an approved phasing plan), and Company continues through the Termination Date to meet the housing requirement (Section 5.1.1(b) and to maintain at least 750 FTE jobs, then County shall reimburse Company according to the reimbursement provisions of this Agreement and Company shall not be subject to a claim for refund.

At any time during the Reimbursement Term, Company fails to meet either the housing requirement [Section 5.1.1(b)] or the employment requirement (minimum 750 after meeting the initial 1100 requirement upon completion), the reimbursement obligation of County will be suspended until the Company meets minimum requirements, or until the 20 year Reimbursement Term ends, whichever occurs first.

9.0 MISCELLANEOUS PROVISIONS.

9.1 Independent Contractor. The parties expressly acknowledge and agree that Company is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Company shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party. The relationship of County and Company under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party.

9.2 Agreement Limitation. This Agreement sets out the agreements and obligations between County and Company only, and does not obligate County in any way nor create any third party beneficiary rights as between County and any of Company's subcontractors, nor to any other third party. County shall not under any circumstances be liable to Company's creditors or subcontractors for any reimbursements under this Agreement.

10.0 NOTICES

10.1 Requirements. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

10.2 County Address. The address of County for all purposes under this Agreement shall be:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

10.3 Company Address. The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

Endeavor Real Estate Group
Attn: Bryce Miller and Kirk Rudy
1209 West Fifth Street, Suite 200
Austin, Texas 78703-5204
PH: (512)682-5500
FX: (512)682-5506

with a copy to

Mr. David B. Armbrust
100 Congress Ave., Suite 1300
Austin, Texas 78701
PH: (512)435-2301
FX: (512)435-2360

10.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 10.0. Any change in the address shall be reported to County within fifteen (15) days of the change.

10.5 Change of Name. If a change of name is required by Company, County shall be notified in writing immediately pursuant to Section 10.0. No change in the obligation of or to Company will be recognized until it is approved by the Commissioners Court.

11.0 PROHIBITIONS

11.1 County Forfeiture of Agreement. As to reimbursement of Agreement Funds, if Company has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment E during the 365 day period immediately prior to the date of execution of this Agreement by Company or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Company and prior to full performance of this Agreement, Company shall forfeit all County benefits of this Agreement and County shall retain all performance by Company and recover all considerations, or the value of all consideration, reimbursed to Company pursuant to this Agreement.

11.2 Conflict of Interest. Company shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 Solicitation. Company warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Company to secure business. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability, or, in its discretion to, as applicable, add to or deduct from the consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11.4 Gratuities. County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were knowingly offered or given by Company or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Company a sum equal in amount to the cost incurred by Company in providing such gratuities.

12.0 ASSIGNABILITY

12.1 Assignment. Except as provided, Company may not assign all or part of its rights and obligations to a third party without prior written approval of the County, which approval shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary, Company may assign all or part of its rights and obligations without the prior consent of the County to any party affiliated with Company by reason of controlling, being controlled by, or being under common control, with Company, to a subsequent owner of all or any part of the Project, to a tenant in the Project or to a third party lender advancing funds for the acquisition, construction or operation of the Project.

12.2 Binding Agreement. Subject to Section 12.1, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

13.0 INTERPRETATIONAL GUIDELINES

13.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

13.2 Numbers and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

13.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Agreement.

14.0 OTHER PROVISIONS

14.1 Survival of Conditions. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

14.2 Non-Waiver of Default. One or more acts of forbearance by any party to enforce any provision of this Agreement or any reimbursement, payment, act or omission by any party shall not constitute or be construed as a waiver of any breach or default of any other party which then exists or may subsequently exist.

14.3 Reservation of Rights. If any party to this Agreement breaches this Agreement, the other party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Agreement or in accordance with law upon the other party's breach of the terms, covenants, and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.4 Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

14.5 Dispute Resolution. When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all parties agree, in writing, to waive the confidentiality.

14.6 Force Majeure. Neither Party shall be financially liable to the other Party for delays or failures to perform in performance under this Agreement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Company agrees that breach of this provision entitles County to reduce or stop reimbursements or immediately terminate this Agreement.

TRAVIS COUNTY

By: Samuel T. Biscoe
Samuel T. Biscoe
County Judge
Date: 8/26/03

EGP MANAGEMENT, L.L.C

By:
Printed Name: Kirk Rudy
Title: Principal
Date: 9/5/03

ATTACHMENT A

TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY

TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY

CHAPTER 28 - TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY GUIDELINES AND CRITERIA

Adopted by Order of the Commissioners Court, August 26, 2003.

28.001 Authorization. The Travis County Commissioners Court ("Commissioners Court") is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Section 381.004(b).

28.002 Purpose. The purpose of this Policy is to establish the guidelines and criteria under which Travis County can develop and administer a program to stimulate and encourage business activity in Travis County in order to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring capital intensive projects to Travis County.

28.003 Definitions. Under the Travis County Economic Development Program Policy ("Policy"), these words have the following meaning:

(a) "Ad Valorem Taxes" means those property taxes assessed by the by the Travis Central Appraisal District ("TCAD") on eligible property within Travis County.

(b) "Agreement" means a contract entered into under this Policy between the County and Company.

(c) "Agreement Funds" means all money paid to a Company pursuant to the terms of the Agreement.

(d) "Agreement Term" means that time period commencing on the date the Agreement is signed by all parties and continuing until the Termination Date.

(e) "Company" means the individual or business entering into an Agreement with County under this Policy.

(f) "Completion Date" means the date of issuance of the Certificate of Occupancy for the Project. If the County approves completion of the Project in phases, there may be a different Completion Date for each approved phase; however, the Payment Term will begin running as of the Completion Date of the first phase.

(g) "Effective Date" means the date that all parties to an Agreement entered into pursuant to this Policy have fully executed the Agreement.

(h) "Effective Year Value" means the value assessed by TCAD for the purpose of the payment of Travis County Ad Valorem taxes on the Property for the tax year including the Effective Date of the Agreement.

(i) "Payment Term" means that time period beginning on the Completion Date and ending on the Termination Date of the Agreement. If the Commissioners Court approves completion of a Project in phases, then the Payment Term will begin with the Completion Date of the first phase.

(j) "Payment Year Value" means the value assessed by TCAD for the purpose of the payment of Travis County Ad Valorem Taxes on the Property for any tax year included in the Payment Term of the Agreement.

(k) "Project" means the proposed development as specifically described in the application by the Company and the Agreement.

(l) "Property" means the land (real property) on which the Project will be developed.

(m) "TCAD" means the Travis Central Appraisal District.

(n) "Termination Date" means either:

(i) the end of the time period specified under the Agreement

or

(ii) the date that the maximum Agreement Funds have been paid

whichever comes first.

28.004 Guidelines and Criteria The Commissioners Court will use the following as a baseline for evaluation of applications for economic incentives which may be provided under this Policy:

(a) Required Elements. The following are minimum criteria for any Agreement entered into under this Policy:

(i) Minimum Capital Investment. Subject to Section 28.004(x), the Company's new capital investment (value of property subject to Travis County Ad Valorem taxation) must be no less than One Hundred Million Dollars ($100,000,000.00). The purchase price of Property will not be included in this total capital investment amount.

(ii) Employment - Subject to Section 28.004(x), within twelve (12) months of the Completion Date, the Project must create at least 750 new, permanent, full-time equivalent jobs.

(iii) Ownership. The Company must **own or plan to own** the Property in order to enter into an Agreement under this Policy. Incentives will not be granted relative to leased property.

(iv) New Improvements. Incentives provided under this Policy shall only be granted for **new improvements** made to the Property; no incentives will be granted for expansion, renovation or increase in existing development at an existing site. New development at an existing site may be considered for benefits under this Policy.

(v) Current Developments. Applications under this Policy shall be accepted only for projects where no specific development-related action, as determined by the Commissioners Court, has taken place prior to the submission of the application. The intent of the Policy is to attract new investment and development to Travis County, not to grant benefits to development already underway. The existence of an approved Master Plan will NOT be considered to be "specific development-related action" so as to exclude an applicant under this Policy.

(vi) Environment. All Projects shall be completed and maintained in a manner which preserves and respects the natural environment by maintaining green space as set forth in a plan approved by the governmental entity having jurisdiction, as evidenced by written documentation from that entity. Company shall not violate any federal, state or local legislation and/or regulations which prohibit or regulate deleterious effects on the environment within the Project.

(vii) Minority Participation/HUB Participation. Company shall use good faith efforts and shall encourage its agents and contractors to use good faith efforts) to take reasonable steps to ensure HUBs ("Historically Underutilized Businesses," as defined under the applicable County policy) the maximum opportunity to be subcontractors for the Project.

(viii) Location - Environmental Consideration. The Property may NOT be located over an environmentally sensitive aquifer or contributing zone.

(ix) Substantial Benefit. The Commissioners Court must find that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

(x) The Commissioners Court retains the option of considering proposed projects for receipt of incentives under this Policy which do not meet the requirements of Section 28.004 (a) (i) and (ii). A project which involves a new capital investment of less than $100,000,000 and/or which creates less than 750 new jobs may be considered by the Court when the proposed Project will stimulate economic development within an area of Travis County which is or has been considered to be economically disadvantaged, as determined by the Commissioners Court.

(b) Considered Components of Project. The application must include evidence of the Company's ability to comply with all applicable terms of this Policy. The Commissioners Court will consider the following in the Company's application for economic development incentives under this Policy:

(i) Housing - availability of affordable housing, as defined by County.

(ii) Public Transportation - availability, access and accompanying amenities. As applicable, Company shall coordinate and cooperate with relevant transportation entities to maximize availability within the Project of public transportation opportunities and amenities, such as sidewalks.

(iii) Open space for gathering, public seating, etc.

(iv) Environmental attractiveness

(v) Commitment to clean air initiatives

(vi) Parking

(vii) Number of acres involved in the development

(viii) Amount of square footage to be included in the completed development

(ix) Other public benefits to be derived from the development of the Project

(x) Use of innovative design practices, including esthetic consideration, landscaping, architecture, etc.

(xi) Best Practice Design. Plans to complete the project utilizing best practices in urban design as established by professionals in that area in the community, and shall include adequate parking.

(c) Commissioners Court Determination. This Policy sets forth the minimum guidelines and criteria to be considered in any application for receipt of benefits under this Policy. However, nothing in this Policy confers any right to receive benefits under this Policy, nor does this Policy in any way limit the authority of the Commissioners Court to grant or refuse to grant any application submitted under this

Policy. Each application will be considered on a case-by-case basis, and the decision by the Commissioners Court will be final.

(d) Incentive Amount. The Commissioners Court may grant Company a payment equal to up to 50% of the difference between the-Ad Valorem taxes paid by the Company on the Effective Year Value and the Ad Valorem Taxes paid on the Payment Year Value. The percentage amount will be determined based upon the amount of public economic benefit determined by the Commissioners Court to be derived from the Project as presented by the Company in its application. The formula for the County's annual payment shall be:

(Payment Year A.V. Taxes - Effective Year A.V. Taxes) X % of Incentive = County Annual Payment

(e) Term. The Agreement Term shall be as set forth in the specific agreement entered into under this Policy. The Payment Term shall not exceed a period of **twenty (20) years.**

(f) Compliance With Law. The development of any Project under this Policy must be done in a manner which meets all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations and permit requirements.

(g) Completion/Termination.

(i) Completion. An Agreement under this Policy will be considered completed and will terminate either at the end of the term specified in the Agreement or when the maximum Agreement Funds have been paid in full by County, whichever occurs first.

(ii) Early Termination. In the event of termination of any Agreement entered into under this Policy prior to the completion of all terms of any Agreement, and for any reason other than as set forth in Section 28.004(h)(i), County shall notify Company of termination and all future obligations of County under the Agreement shall cease. Upon notice of termination, Company shall refund to County any and all Agreement Funds paid to Company up to the time of termination pursuant to the terms of the Agreement. Such refund shall be made within thirty (30) days of notice of termination under this subsection (ii).

(h) Access and Monitoring. County personnel will have access to and the right to monitor all improvements made under an Agreement entered into under this Policy as deemed necessary by County to ensure compliance with the terms of the Agreement. Representatives of the Company will be allowed to attend any monitoring visits by County, and shall be given at least 24 hour notice of such visit. Such visit shall be conducted in such a way as to not unreasonably interfere with Company's business operations and shall comply with Company's reasonable safety standards.

(i) Taxation. Throughout the Agreement Term, the Company shall be subject to all applicable taxation.

(j) Reports. Company shall provide such report(s) as determined necessary by County to document and ensure compliance with the terms of the Agreement. Such reports shall be submitted to the Travis County Planning and Budget Office ("PBO"), Executive Manager in the format provided by County. County will have the right to monitor and audit findings in all reports as necessary to confirm compliance with the terms of this Policy and the Agreement. Company will certify the authenticity and accuracy of each report submitted under the Agreement.

28.005 Application.

(a) Applicant. Any present or potential owner of taxable real property in Travis County may make application for incentives under this Policy by filing an application with PBO.

(b) Application. The application shall consist of a written request which includes:

(i) A statement of the expected total capital investment to be made.

(ii) A statement setting forth proposals relevant to the requirements under Section 28.004(a) and (b) of this Policy.

(iii) A general description of the new improvements to be undertaken, with a description list of the improvements and property for which incentives are requested.

(iv) A legal description of the Property to be included, total acreage involved and a map showing the Property and intended improvements.

(v) A time schedule for undertaking and completing the proposed improvements. This schedule shall include the expected date of commencement of construction and the expected date of completion of construction. Completion of any Project in phases will only be allowed when specifically authorized by the Commissioners Court. If the Commissioners Court approves completion of the Project in phases, the above dates will be specified as to each phase. The Agreement will contain limitations on the time periods in which the Company must commence and complete the Project.

(vi) Description of other benefits to Travis County as a result of the proposed development.

(c) Additional Information. Travis County may request additional information as a part of the application as deemed necessary in order to fully evaluate the application and may waive certain requirements where deemed unnecessary to properly evaluate the request.

28.006 Process.

(a) Review of Application. The application will be reviewed by County, and may be placed on the Commissioners Court agenda for public discussion of the application and related matters.

(b) Approval. An agreement proposed under this Policy will be placed on the agenda of the Commissioners Court and may be approved by an affirmative vote of the majority of the members at a regularly scheduled meeting of the Commissioners Court.

28.008 Agreement Terms. Any Agreement entered into under this Policy shall include statements indicating the requirement of full compliance with the provisions of this Policy, and such other terms and conditions as deemed necessary by the Commissioners Court and agreed to by the Company.

28.009 Termination.

(a) Event(s) of Termination. An Agreement under this Policy may terminate or be terminated for either of the following reasons:

(i) Company and County successfully complete all terms and conditions of the Agreement.

(ii) Company fails to comply with required terms of the Agreement.

(b) Refund. If the Agreement is terminated under Section 28.009(a)(ii), Company shall refund to County all Agreement Funds that have been paid to Company pursuant to the terms of the Agreement..

28.010 Administration.

(a) PBO. Agreements entered into pursuant to this Policy shall be administered by PBO.

(b) TCAD. Valuation of Property shall be determined by TCAD annually.

(c) Information. Company shall provide County through PBO with all information required for County to determine and ensure compliance with every term of the Agreement.

28.011 General Provisions

(a) Assignment. Agreement may be assigned to a new Company only with prior written approval of County. Company may assign to a subsidiary corporation or other affiliate entity without approval of County, so long as Company shall remain responsible and obligated to County for the performance of its obligations under the Agreement. Written notice of such assignment shall be provided to County prior to the assignment. No assignment shall be approved if the assignor or assignee are indebted to County for Ad Valorem taxes or other obligations.

(b) Agreement Amendment. Amendment of any Agreement under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and provisions of the amendment reflect provisions which could have been included in the original Agreement under this Policy. Requests for amendments shall be submitted to PBO.

28.012 Sunset Provision.

(a) Duration. This Policy is effective upon the date of approval by the Commissioners Court and will remain in force for two years. At the end of two years, the Court may modify, renew or eliminate this Policy. If the Commissioners Court does not take action to renew or modify this Policy, the Policy will be terminated at the end of the two year period. Action taken (or not taken, resulting in the Policy's termination) under this provision will not impact any agreements or obligations already in effect under this Policy. Such agreements and/or obligations will continue in full force and effect until completed or terminated.

(b) Policy Changes. During the two year period of effect of this Policy under 28.012(a), this Policy may be amended or repealed only by a three-fourths vote of the Commissioners Court.

ATTACHMENT B

DESCRIPTION OF PROPERTY AND PROJECT

67.473 ACRES
DOMAIN RETAIL
ENDEAVOR REAL ESTATE GROUP

FN NO. 03-111(MTH)
MAY 14, 2003
BPI JOB NO. 1000-37.97

DESCRIPTION

OF A 67.473 ACRE TRACT OF LAND OUT OF THE JAMES ROGERS SURVEY NO. 19, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN REMAINDER OF 234.762 ACRES OF LAND CONVEYED TO JER AUSTIN TECH, L.P. BY DEED OF RECORD IN DOCUMENT NO. 1999161226 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 70.494 ACRES OF LAND CONVEYED TO MULTILAYER TEK, L.P. BY DEED OF RECORD IN VOLUME 13200, PAGE 157 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 67.473 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a square head bolt found in the easterly right-of-way line of Mopac Expressway North (R.O.W. Varies), being the southwesterly corner of Lot 3 North Loop Business Park Section One-A, a subdivision of record in Book 85, Page 194C of the Plat Records of Travis County, Texas, same being the northwesterly corner of said Remainder of 234.762 acre tract and hereof;

THENCE, S62°17'19"E, leaving the easterly right-of-way line of Mopac Expressway North, along the southerly line of said Lot 3 North Loop Business Park Section One-A, being a portion of the northerly line of said Remainder of 234.762 acre tract and the northerly line hereof, a distance of 633.13 feet to a 1/2 inch iron rod with cap set at the common southerly corner of said Lot 3 and Lot 4 of said North Loop Business Park Section One-A, being the northwesterly corner of that certain Tract of land conveyed by Quitclaim Deed to Crow-Gottesman Buchanan #5, Ltd., by deed of record in Volume 9553, Page 416 of the Real Property Records of Travis County, Texas;

THENCE, leaving the common southerly corner of said Lot 3 and Lot 4, along the common line of said Quitclaim Deed and said 234.762 acre tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

1) S28°06'25"W, a distance of 31.21 feet to a 1/2 inch iron rod found;

2) S62°13'48"E, a distance of 103.84 feet to the northeasterly corner hereof;

THENCE, leaving the southerly line of said Quitclaim Deed, over and across said Remainder of 234.762 acre tract, for a portion of the easterly line hereof, the following twelve (12) courses and distances:

1) S27°46'12"W, a distance of 41.58 feet to an angle point;

2) N64°14'12"W, a distance of 40.11 feet to the point of curvature of a non-tangent curve to the left;

3) Along said non-tangent curve to the left having a radius of 276.32 feet, a central angle of 26°23'12", an arc length of 127.25 feet and a chord which bears N79°50'29"W, a distance of 126.13 feet to the end of said curve;

4) S81°50'11"W, a distance of 442.19 feet to an angle point;

5) S76°56'42"W, a distance of 197.61 feet to an angle point;

6) S73°07'50"W, a distance of 126.14 feet to an angle point;

7) S68°40'38"W, passing at a distance of 161.62 feet a PK Nail with shiner set, and continuing for a total distance of 501.87 feet to a PK Nail with shiner set;

8) S58°29'31"W, a distance of 199.83 feet to a PK Nail with shiner set at the point of curvature of a tangent curve to the left;

9) Along said tangent curve to the left having a radius of 123.00 feet, a central angle of 41°03'48", an arc length of 88.15 feet and a chord which bears S37°57'37"W, a distance of 86.28 feet to a PK Nail with shiner set at the point of tangency;

10) S17°25'42"W, a distance of 423.81 feet to a PK Nail with shiner set;

11) S22°20'50"W, a distance of 293.35 feet to a PK Nail with shiner set;

12) S17°08'34"W, a distance of 993.78 feet to a 1/2 inch iron rod with cap set in the northerly line of said 70.494 acre tract, being the southerly line of said Remainder of 234.762 acre tract;

THENCE, S72°17'15"E, along the common line of said 70.494 acre tract and said Remainder of 234.762 acre tract, for a portion of the easterly line hereof, a distance of 431.35 feet to an angle point, from which a 1/2 inch iron rod found in said common line bears S72°17'16"E, a distance of 28.64 feet;

THENCE, S17°59'39"W, leaving the southerly line of said Remainder of 234.762 acre tract, over and across said 70.494 acre tract, passing at a distance of 21.51 feet a 1/2 inch iron rod found in the common line of said Remainder of 234.762 acre tract and said 70.494 acre tract, again passing at a distance of 478.39 feet a 1/2 inch iron rod found in said common line, and again leaving said common line, over and across said Remainder of 234.762 acre tract, continuing for a total distance of 567.30 feet to an angle point;

THENCE, N72°20'03"W, over and across said Remainder of 234.762 acre tract, passing at a distance of 63.16 feet a 1/2 inch iron rod found in the common line of said 70.494 acre tract and said Remainder of 234.762 acre tract, and continuing along said common line for a total distance of 324.86 feet to a 1/2 inch iron rod found;

THENCE, S17°59'46"W, along the common line of said 70.494 acre tract and said Remainder of 234.762 acre tract, a distance of 402.46 feet to the southeasterly corner hereof, from which a PK Nail found in said common line bears S17°59'46"W, a distance of 131.64 feet;

THENCE, N72°00'14"W, leaving the irregular southerly line of said Remainder of 234.762 acre tract, over and across said 70.494 acre tract, for the southerly line hereof, a distance of 816.84 feet to a point in the curving easterly right-of-way line of Missouri Pacific Railroad for the southwesterly corner hereof;

THENCE, along the non-tangent curving easterly right-of-way line of Missouri Pacific Railroad, being a portion of the westerly line of said 70.494 acre tract and hereof having a radius of 3854.86 feet, a central angle of 06°59'58", an arc length of 470.92 feet and a chord which bears N00°04'24"E, a distance of 470.63 feet to a 1/2 inch iron rod found at the common westerly corner of said 70.494 acre tract and said Remainder of 234.762 acre tract;

THENCE, continuing along the curving easterly right-of-way line of Missouri Pacific Railroad, being the westerly line of said Remainder of 234.762 acre tract and hereof, the following two (2) courses and distances:

1) Along a non-radial curve to the left having a radius of 3854.86 feet, a central angle of 03°05'26", an arc length of 207.94 feet and a chord which bears N04°12'36"W, a distance of 207.92 feet to a square head bolt found at the end of said curve;

2) N04°57'01"W, a distance of 430.75 feet to a square head bolt found in the easterly right-of-way line of Mopac Expressway North;

THENCE, leaving the easterly right-of-way line of Missouri Pacific Railroad, along the easterly right-of-way line of Mopac Expressway North, being the westerly line of said Remainder of 234.762 acre tract and hereof, the following four (4) courses and distances:

1) N39°34'07"E, a distance of 523.81 feet to a square head bolt found at the point of curvature of a tangent curve to the right;

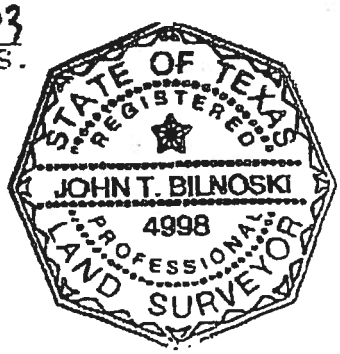
2) Along said tangent curve to the right having a radius of 5699.58 feet, a central angle of 10°55'42", an arc length of 1087.12 feet and a chord which bears N45°01'57"E, a distance of 1085.47 feet to a square bolt found at the point of compound curvature of a non-radial curve;

3) Along said non-radial compound curve having a radius of 7404.44 feet, a central angle of 10°54'09", an arc length of 1408.96 feet and a chord which bears N55°55'05"E, a distance of 1406.83 feet to a PK Nail found at the point of compound curvature of a non-radial curve;

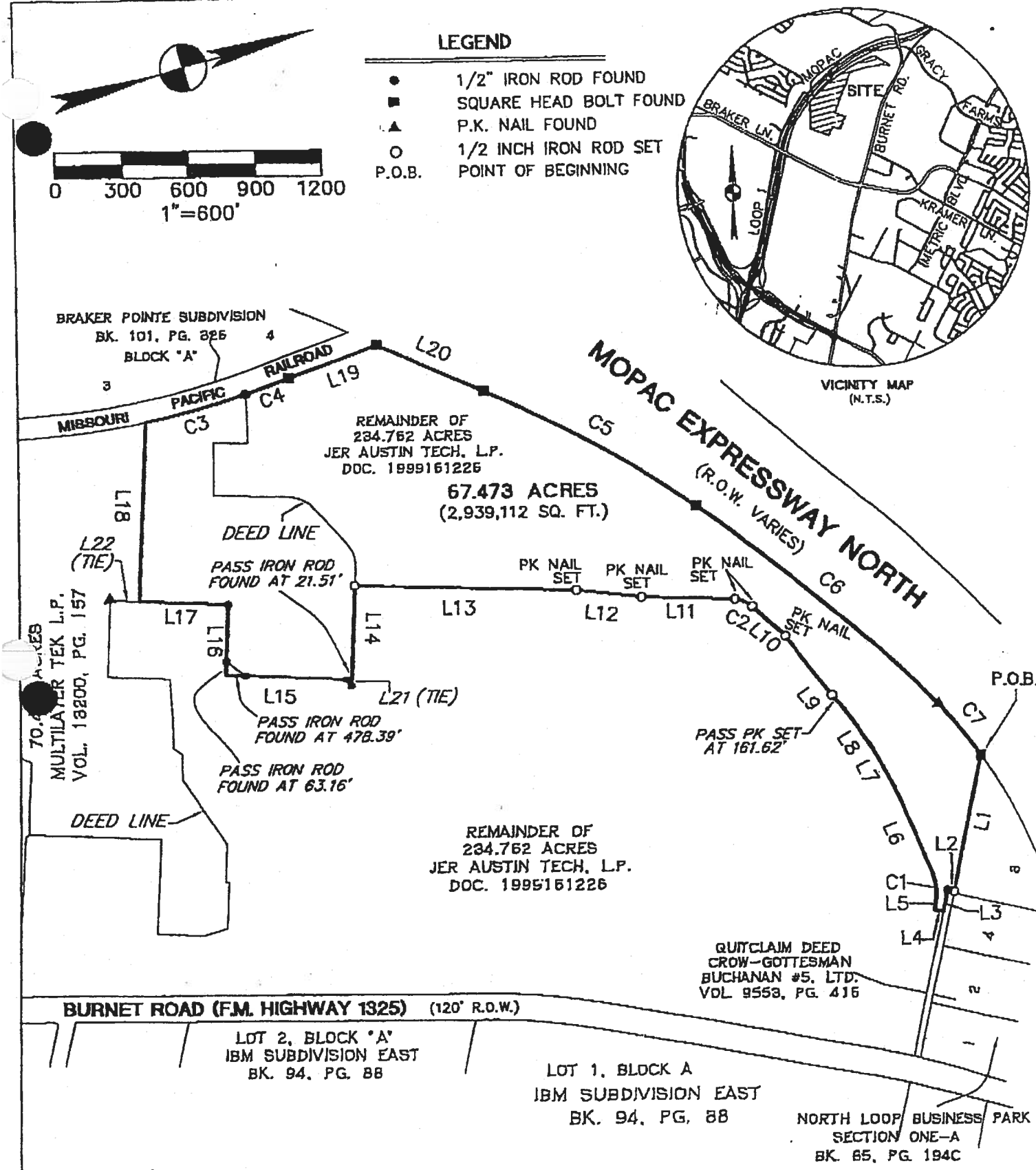
4) Along said non-radial compound curve to the right having a radius of 2261.83 feet, a central angle of 07°41'50", an arc length of 303.85 feet and a chord which bears N65°04'41"E, a distance of 303.63 feet to the **POINT OF BEGINNING**, containing an area of 67.473 acres (2,939,112 sq. ft.) of land, more or less, within these metes and bounds.

5/14/03

JOHN T. BILNOSKI, R.P.L.S.
STATE OF TEXAS NO. 4998



BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD #200
AUSTIN, TEXAS 78746



SHEET 1 OF 2

Bury+Partners
Consulting Engineers and Surveyors
Austin, Texas Tel 512/328-0011 Fax 512/328-0325
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SKETCH TO ACCOMPANY DESCRIPTION

OF 67.473 ACRES OF LAND OUT OF THE JAMES ROGERS SURVEY NO. 19, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN REMAINDER OF 234.762 ACRES CONVEYED TO JER AUSTIN TECH, L.P. BY DEED OF RECORD IN DOCUMENT NO. 1999161226 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 70.494 ACRES OF LAND CONVEYED TO MULTILAYER TEK, L.P. BY DEED OF RECORD IN VOLUME 13200, PAGE 157 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

ENDEAVOR REAL ESTATE GROUP

DOMAIN RETAIL

DATE: 05/14/03	FILE: H:\1000\37\100037x1.dwg	FN No.: FN03-111(MTH)	DRAWN BY: MTH	PROJ. No: 1000-37.97

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	26°23'12"	276.32	127.25	126.13	N79°50'29"W
C2	41°03'48"	123.00	88.15	86.28	S37°57'37"W
C3	06°59'58"	3854.86	470.92	470.63	N00°04'24"E
C4	03°05'26"	3854.86	207.94	207.92	N04°12'36"W
C5	10°55'42"	5699.58	1087.12	1085.47	N45°01'57"E
C6	10°54'09"	7404.44	1408.96	1406.83	N55°55'05"E
C7	07°41'50"	2261.83	303.85	303.63	N65°04'41"E

LINE TABLE

No.	Bearing	Distance
L1	S62°17'19"E	633.13'
L2	S28°06'25"W	31.21'
L3	S62°13'48"E	103.84'
L4	S27°46'12"W	41.58'
L5	N64°14'12"W	40.11'
L6	S81°50'11"W	442.19'
L7	S76°56'42"W	197.61'
L8	S73°07'50"W	126.14'
L9	S68°40'38"W	501.87'
L10	S58°29'31"W	199.83'
L11	S17°25'42"W	423.81'
L12	S22°20'50"W	293.35'
L13	S17°08'34"W	993.78'
L14	S72°17'15"E	431.35'
L15	S17°59'39"W	567.30'
L16	N72°20'03"W	324.86'
L17	S17°59'46"W	402.46'
L18	N72°00'14"W	816.84'
L19	N04°57'01"W	430.75'
L20	N39°34'07"E	523.81'
L21	S72°17'16"E	28.64'
L22	S17°59'46"W	131.64'

Bury+Partners
Consulting Engineers and Surveyors
Austin,Texas Tel 512/328-0011 Fax 512/328-0325
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SKETCH TO ACCOMPANY DESCRIPTION

OF 67.473 ACRES OF LAND OUT OF THE JAMES ROGERS SURVEY NO. 18, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN REMAINDER OF 234.762 ACRES CONVEYED TO JER AUSTIN TECH, L.P. BY DEED OF RECORD IN DOCUMENT NO. 1999151226 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 70.494 ACRES OF LAND CONVEYED TO MULTILAYER TEK, L.P. BY DEED OF RECORD IN VOLUME 13200, PAGE 157 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

ENDEAVOR REAL ESTATE GROUP

DOMAIN RETAIL

DATE: 05/14/03	FILE: H:\1000\37\100037x1.dwg	FN No.: FN03-111(MTH)	DRAWN BY: MTH	PROJ. No: 1000-37.97

ATTACHMENT C

AFFORDABLE HOUSING REQUIREMENTS

Upon completion, the Project shall include at least three hundred (300) residential housing units. At least ten percent (10%) of those units, or at least 30, shall be rented to or made available for Eligible Tenants as defined herein and shall meet the following requirements:

A. Definitions

1. "Adjusted Income" means the adjusted income of a person (together with the adjusted incomes of all persons who intend to reside with such person in one residential unit) calculated pursuant to Section 142(d) of the Internal Revenue Code.

2. "Eligible Tenant" means any person whose Adjusted Income did not, for the immediately preceding tax year, exceed sixty-five percent (65%) of the area median family income as determined and adjusted from time to time by the Secretary of the United States Department of Housing and Urban Development ("HUD"), or its successor.

3. "Median Family Income" means the median income for the household in the area which includes the standard metropolitan statistical area in which the Project is located, as determined from time to time by the Secretary of HUD, under Section 8 of the Housing Act, as amended, in each case as adjusted for family size.

4. "Unit" means an accommodation containing separate and complete facilities for living, sleeping, eating, cooking and sanitation located within the Project.

B. Requirements

1. At all times during the Reimbursement Term, no less than ten percent (10%) of the Units of the Project shall at all times be rented to and occupied by Eligible Tenants or vacant and available to Eligible Tenants.

2. No Eligible Tenant shall be denied continued occupancy of a Unit in the Project if the Adjusted Income increases to exceed the qualifying limit and the Unit occupied by such Eligible Tenant shall continue to be counted as meeting a part of Company's 10% requirement. However, if the Eligible Tenant's Adjusted Income reaches the point that it exceeds the applicable income of an Eligible Tenant by 100%, the next available unit of comparable or smaller size shall rented to or held available for a new Eligible Tenant.

3. At all times during the Reimbursement Term, Company shall maintain on file sufficient records to determine the correct income information. Company shall, as part of the income verification process:

a. As evidence of current income, obtain either:
pay stubs for the most recent one-month period;
an income verification from the applicant's current employer; or
an income verification from the Social Security Administration or

b. As evidence of prior income, obtain either:
income tax returns for the most recent two tax years; or
if the applicant is self-employed, unemployed, does not have income tax returns or is otherwise not reasonably able to provide other forms of verification as required above, another form of independent verification as would, in Company's reasonable commercial judgment, enable Company to determine the accuracy of the applicant's income.

4. Company shall maintain complete and accurate records pertaining to the Eligible Tenant and will permit, at all reasonable times and upon reasonable notice during normal business hours, any duly authorized representative of County to enter and examine the Project and the books and records of Company pertaining to the Project and the requirements of this Agreement, including those records pertaining to the occupancy of Eligible Tenant(s).

5. Company must obtain correct income information related to each Eligible Tenant when the Eligible Tenant takes residence in the Unit and on or before the anniversary of such Eligible Tenant's occupancy of the Unit; in no event shall such information be gathered less than once in every 12-month period following occupancy of a Unit in the Project.

ATTACHMENT D - REPORTING FORM
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM

REPORTING YEAR:_____ (YEAR_____ OUT OF 20)

Company shall complete the following pursuant to the applicable terms of the Agreement.
NOTE: If County approves completion of the Project in phases, the required information supplied in this report shall be completed in a manner which will reflect necessary data related to and identifying each approved phase.

1. CONSTRUCTION COMMENCEMENT AND COMPLETION

A. Date construction on Project commenced: _____
B. Date Certificate of Occupancy Issued: _____

2. VALUE OF IMPROVEMENTS

A. Total value of improvements (amount subject to Travis County Ad Valorem Taxation):$_____
(This amount must equal at least $100,000,000.00 for Company to receive benefits under the Agreement)

3. EMPLOYEES
[numbers will reflect the averages calculated using the quarterly reports for the reporting year]

	# of Employees in Category	# Of FTEs
A. Number of full time employees (FTEs) (40 hours or more per week)	_____	_____
B. Number of Part Time Employees working 1 to 14 hours per week (1/3 FTE)	_____	_____
C. Number of Part Time Employees working 15 to 24 hours per week (1/2 FTE)	_____	_____
D. Number of Part Tim Employees working 25 to 39 hours per week (3/4 FTE)	_____	_____
E. Total Number of FTEs for the reporting year (must equal 1100 at the Completion Date of the Project, and no less than 750 throughout the Reimbursement Term		_____

- These numbers shall be calculated by taking the number of FTEs employed on the first day of each calendar quarter and calculating an average over the year by adding the totals for each quarter together and dividing by 4.
- Part time employees are eligible to be counted as part of the FTE calculation. If a part-time employee's specific hour category as set forth in 3.B - D is not set forth in the third party report to Company, one part-time employee will be considered as one third FTE. Company will make its best effort to obtain the more specific information from third parties providing the information.
- All employment figures must be collected and maintained by Company, certified as accurate by any third party reporting the data, and independently verifiable through quarterly reports submitted to the Texas Employment Commission.

4. HOUSING

A. Total Number of Residential Housing Units (must be at least 300): _____
B. Total Number of Residential Housing Units Occupied or Held Vacant for Eligible Tenants (must be at least 10% of the number in 4.A) _____
(1) Number of Eligible Tenant Units Occupied: ____
(2) Number of Eligible Tenant Units Vacant: ____

C. Percent of Total Units occupied or available for housing for Eligible Tenants (must be at least 10% of 4.B) _____

- Company shall create and retain all documentation to support the above pursuant to applicable terms of the Agreement.

5. AGREEMENT REIMBURSEMENTS

A. Travis County Ad Valorem Taxes Paid for this Reporting Year: $_____
B. Effective Year Travis County Ad Valorem Taxes Paid/Due: $_____

Company shall include a copy of the Travis County tax bill and the check paid to the Travis County Tax Assessor-Collector

C. Amount of Agreement Funds Due from County for this reporting year: $_____*

* Amount due equals 50% of (A-B).

D.

1. Total amount of Agreement Funds reimbursed by County to date, including the amount in 5.C above:

$_____

2. Total amount of Agreement Funds reimbursed by County to date, including the amount in 5.C above pursuant to the net present value calculation outlined in Section 7.1.1

$_____

I, Company's authorized representative, hereby certify that the above information is correct and accurate pursuant to Section 5.2 of this agreement:

_____

Printed Name:_____

Title:_____ Date:_____

ATTACHMENT E
ETHICS AFFIDAVIT

Date: 9/5/03
Name of Affiant: Kirk Rudy
Title of Affiant: Principal
Business Name of Company: C&P Management, LLC
County of Company: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Company to make this affidavit for Company.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Company has received the list of key contracting persons associated with this invitation for bids which is attached to this affidavit as Exhibit "A".

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Company is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Signature of Affiant

Address: 1209 W 5th St Ste 200 Austin TX 78703

SUBSCRIBED AND SWORN TO before me by Kirk Rudy on 9/5, 2003.

Notary Public, State of Texas

Typed or printed name of notary: Nancy Van Hemert

My commission expires:

NANCY VANHEMERT
Notary Public, State of Texas
My Commission Expires
March 28, 2005

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
August 25, 2003

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Administrative Assistant	Cheryl Brown	
Administrative Assistant	Dan Smith	
Administrative Assistant	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Commissioner's Assistant	Chris Fanuel	
Commissioner's Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Karen Sonleitner	
Executive Assistant	Gretchen Vaden	
Executive Assistant	Ann Denkler	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty*	Commemorative Brands, Inc.
Executive Assistant	Robert Moore*	
Executive Assistant	Barbara Cilley*	
Commissioner, Precinct 4	Margaret Gomez	
Commissioner's Assistant	Edith Moreida	
Commissioner's Assistant	Joe Vela	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec. Manager, Health/Human Services	Stephen Williams	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla*	
First Assistant County Attorney	Mack Martinez*	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Tom Nuckols	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Frank Holder	
Assistant Purchasing Agent	Bonnie Floyd, CPPB*	
Purchasing Agent Assistant IV	David Moreno	
Purchasing Agent Assistant IV	Sylvia Gonzalez*	
Purchasing Agent Assistant IV	Marvin Brice, CPPB	
Purchasing Agent Assistant IV	Jerry Raisch, CPPB	
Purchasing Agent Assistant III	Lou Britt, CPPB	
Purchasing Agent Assistant III	Oralia Jones, CPPB	
Purchasing Agent Assistant III	Rosalinda Garcia	

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant III	Lori Clyde	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant III	Jason Walker	
Purchasing Agent Assistant III	Eric Francois	
Purchasing Agent Assistant III	Steve Parks	
Purchasing Agent Assistant III	Richard Villareal*#	
Purchasing Agent Assistant II	Manuel Perez	
Purchasing Agent Assistant II	Donald E. Rollack*#	
Purchasing Agent Assistant II	Vacant	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Jorge Talavera	
Business Systems Consultant	Scott Worthington	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Executive Manager, Criminal Justice	Dinah Dinwiddie	07/31/03
Commissioner, Precinct 3	Margaret Moore	11/21/03
Executive Assistant, Precinct 3	Carl Aglio	11/22/03
Executive Assistant, Precinct 3	Kristine Dannheim	11/22/03
Attorney, Transactions Division	Gordon Bowman	01/16/04
Administrative Assistant, County Judge's Office	Josie Zavala	02/28/04
Travis County Attorney	Ken Oden	02/28/04
Purchasing Agent Assistant II	Ella Hill	03/20/04

* - Identifies employees who have been in that position less than a year.
# - Identifies employees who have had a title change in their position less than a year.

ATTACHMENT C

AFFORDABLE HOUSING REQUIREMENTS

Upon completion, the Project shall include at least three hundred (300) residential housing units. At least ten percent (10%) of those units, or at least 30, shall be rented to or made available for Eligible Tenants as defined herein and shall meet the following requirements:

A. Definitions

1. "Adjusted Income" means the adjusted income of a person (together with the adjusted incomes of all persons who intend to reside with such person in one residential unit) calculated pursuant to Section 142(d) of the Internal Revenue Code.

2. "Eligible Tenant" means any person whose Adjusted Income did not, for the immediately preceding tax year, exceed sixty-five percent (65%) of the area median family income as determined and adjusted from time to time by the Secretary of the United States Department of Housing and Urban Development ("HUD"), or its successor.

3. "Median Family Income" means the median income for the household in the area which includes the standard metropolitan statistical area in which the Project is located, as determined from time to time by the Secretary of HUD, under Section 8 of the Housing Act, as amended, in each case as adjusted for family size.

4. "Unit" means an accommodation containing separate and complete facilities for living, sleeping, eating, cooking and sanitation located within the Project.

B. Requirements

1. At all times during the Reimbursement Term, no less than ten percent (10%) of the Units of the Project shall at all times be rented to and occupied by Eligible Tenants or vacant and available to Eligible Tenants.

2. No Eligible Tenant shall be denied continued occupancy of a Unit in the Project if the Adjusted Income increases to exceed the qualifying limit and the Unit occupied by such Eligible Tenant shall continue to be counted as meeting a part of Company's 10% requirement. However, if the Eligible Tenant's Adjusted Income reaches the point that it exceeds the applicable income of an Eligible Tenant by 100%, the next available unit of comparable or smaller size shall rented to or held available for a new Eligible Tenant.

3. At all times during the Reimbursement Term, Company shall maintain on file sufficient records to determine the correct income information. Company shall, as part of the income verification process:

a. As evidence of current income, obtain either:
pay stubs for the most recent one-month period;
an income verification from the applicant's current employer; or
an income verification from the Social Security Administration or

b. As evidence of prior income, obtain either:
income tax returns for the most recent two tax years; or
if the applicant is self-employed, unemployed, does not have income tax returns or is otherwise not reasonably able to provide other forms of verification as required above, another form of independent verification as would, in Company's reasonable commercial judgment, enable Company to determine the accuracy of the applicant's income.

4. Company shall maintain complete and accurate records pertaining to the Eligible Tenant and will permit, at all reasonable times and upon reasonable notice during normal business hours, any duly authorized representative of County to enter and examine the Project and the books and records of Company pertaining to the Project and the requirements of this Agreement, including those records pertaining to the occupancy of Eligible Tenant(s).

5. Company must obtain correct income information related to each Eligible Tenant when the Eligible Tenant takes residence in the Unit and on or before the anniversary of such Eligible Tenant's occupancy of the Unit; in no event shall such information be gathered less than once in every 12-month period following occupancy of a Unit in the Project.

ATTACHMENT D - REPORTING FORM
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM

EPORTING YEAR:_____ (YEAR_____OUT OF 20)

Company shall complete the following pursuant to the applicable terms of the Agreement.
NOTE: If County approves completion of the Project in phases, the required information supplied in this report shall be completed in a manner which will reflect necessary data related to and identifying each approved phase.

1. CONSTRUCTION COMMENCEMENT AND COMPLETION

A. Date construction on Project commenced: _____
B. Date Certificate of Occupancy Issued: _____

2. VALUE OF IMPROVEMENTS

A. Total value of improvements (amount subject to Travis County Ad Valorem Taxation):$_____
(This amount must equal at least $100,000,000.00 for Company to receive benefits under the Agreement)

3. EMPLOYEES
[numbers will reflect the averages calculated using the quarterly reports for the reporting year]

	# of Employees in Category	# Of FTEs
A. Number of full time employees (FTEs) (40 hours or more per week)	_____	_____
B. Number of Part Time Employees working 1 to 14 hours per week (1/3 FTE)	_____	_____
C. Number of Part Time Employees working 15 to 24 hours per week (1/2 FTE)	_____	_____
D. Number of Part Tim Employees working 25 to 39 hours per week (3/4 FTE)	_____	_____
E. Total Number of FTEs for the reporting year (must equal 1100 at the Completion Date of the Project, and no less than 750 throughout the Reimbursement Term		_____

- These numbers shall be calculated by taking the number of FTEs employed on the first day of each calendar quarter and calculating an average over the year by adding the totals for each quarter together and dividing by 4.
- Part time employees are eligible to be counted as part of the FTE calculation. If a part-time employee's specific hour category as set forth in 3.B - D is not set forth in the third party report to Company, one part-time employee will be considered as one third FTE. Company will make its best effort to obtain the more specific information from third parties providing the information.
- All employment figures must be collected and maintained by Company, certified as accurate by any third party reporting the data, and independently verifiable through quarterly reports submitted to the Texas Employment Commission.

4. HOUSING

A. Total Number of Residential Housing Units (must be at least 300): _____
B. Total Number of Residential Housing Units Occupied or Held Vacant for Eligible Tenants (must be at least 10% of the number in 4.A) _____
(1) Number of Eligible Tenant Units Occupied: ____
(2) Number of Eligible Tenant Units Vacant: ____

C. Percent of Total Units occupied or available for housing for Eligible Tenants (must be at least 10% of 4.B) _____

- Company shall create and retain all documentation to support the above pursuant to applicable terms of the Agreement.

AGREEMENT REIMBURSEMENTS

A. Travis County Ad Valorem Taxes Paid for this Reporting Year: $_____
B. Effective Year Travis County Ad Valorem Taxes Paid/Due: $_____

Company shall include a copy of the Travis County tax bill and the check paid to the Travis County Tax Assessor-Collector

C. Amount of Agreement Funds Due from County for this reporting year: $_____*

* Amount due equals 50% of (A-B).

D.

1. Total amount of Agreement Funds reimbursed by County to date, including the amount in 5.C above:

$_____

2. Total amount of Agreement Funds reimbursed by County to date, including the amount in 5.C above pursuant to the net present value calculation outlined in Section 7.1.1

$_____

I, Company's authorized representative, hereby certify that the above information is correct and accurate pursuant to Section 5.2 of this agreement:

_____

Printed Name:_____

Title:_____ Date:_____

ATTACHMENT E
ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Company: _____
County of Company: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Company to make this affidavit for Company.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Company has received the list of key contracting persons associated with this invitation for bids which is attached to this affidavit as Exhibit "A".

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Company is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Signature of Affiant

_____

Address:

SUBSCRIBED AND SWORN TO before me by _____ on _____, 200__.

Notary Public, State of Texas

Typed or printed name of notary:_____

My commission expires:_____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 3, 2003

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Administrative Assistant	Cheryl Brown	
Administrative Assistant	Dan Smith	
Administrative Assistant	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Commissioner's Assistant	Chris Fanuel	
Commissioner's Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Karen Sonleitner	
Executive Assistant	Gretchen Vaden	
Executive Assistant	Ann Denkler	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty*	Commemorative Brands, Inc.
Executive Assistant	Robert Moore*	
Executive Assistant	Barbara Cilley*	
Commissioner, Precinct 4	Margaret Gomez	
Commissioner's Assistant	Edith Moreida	
Commissioner's Assistant	Joe Vela	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec. Manager, Health/Human Services	Stephen Williams	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla*	
First Assistant County Attorney	Mack Martinez*	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Tom Nuckols	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Frank Holder	
Assistant Purchasing Agent	Bonnie Floyd, CPPB*	
Purchasing Agent Assistant IV	David Moreno	
Purchasing Agent Assistant IV	Sylvia Gonzalez*	
Purchasing Agent Assistant IV	Marvin Brice, CPPB	
Purchasing Agent Assistant IV	Jerry Raisch, CPPB	
Purchasing Agent Assistant III	Lou Britt, CPPB	
Purchasing Agent Assistant III	Oralia Jones, CPPB	
Purchasing Agent Assistant III	Rosalinda Garcia	

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant III	Lori Clyde	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant III	Jason Walker	
Purchasing Agent Assistant III	Eric Francois	
Purchasing Agent Assistant III	Steve Parks	
Purchasing Agent Assistant III	Richard Villareal*#	
Purchasing Agent Assistant II	Manuel Perez	
Purchasing Agent Assistant II	Donald E. Rollack*#	
Purchasing Agent Assistant II	Vacant	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Jorge Talavera	
Business Systems Consultant	Scott Worthington	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Executive Manager, Criminal Justice	Dinah Dinwiddie	07/31/03
Commissioner, Precinct 3	Margaret Moore	11/21/03
Executive Assistant, Precinct 3	Carl Aglio	11/22/03
Executive Assistant, Precinct 3	Kristine Dannheim	11/22/03
Attorney, Transactions Division	Gordon Bowman	01/16/04
Administrative Assistant, County Judge's Office	Josie Zavala	02/28/04
Travis County Attorney	Ken Oden	02/28/04
Purchasing Agent Assistant II	Ella Hill	03/20/04

* - Identifies employees who have been in that position less than a year.
# - Identifies employees who have had a title change in their position less than a year.

AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT BETWEEN TRAVIS COUNTY AND SIMON PROPERTY GROUP, INC.

This Amendment of Economic Development Agreement ("Amendment") is entered into by and between the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Simon Property Group, Inc. ("Company").

RECITALS

County and EGP Management, L.L.C. ("EGP"), entered into an economic development agreement ("Agreement"), commencing on or about August 26, 2003 under which EGP agreed to develop as a mixed use project certain property located in Travis County, and County agreed to provide certain economic benefits to EGP.

Pursuant to the terms of the Agreement, EGP assigned said Agreement to Company.

The Agreement provides for amendment of the Agreement by written agreement of the Parties.

Pursuant to the Agreement, previous changes have been made by written agreement of the Parties.

County and Company desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 AGREEMENT FUND REIMBURSEMENTS

1.1 The Parties agree to amend Section 7.0, "Agreement Fund Reimbursements," by adding the following:

7.3 Basis for Reimbursement. Other provisions of this Agreement notwithstanding, the Parties agree as follows:

7.3.1 that determination of the total capital investment will include all capital investment made in the Project/Property, whether or not the investment is made by Company or a third party, the value of which shall be as determined by the Travis Central Appraisal District.

7.3.2 that determination of the total ad valorem taxes paid on the Project will include all ad valorem taxes paid on the Project/Property, whether paid by Company or a third party.

7.3.3 that the total number of FTE's will include FTE's attributable to any business located within the Project/Property.

7.3.4 that the Company will provide reporting and documentation as required by County pursuant to the Agreement to support data reported both from Company and from any third parties where those third parties have made investments, made payment of ad valorem taxes, and/or hired employees related to reimbursement made pursuant to this Agreement as amended.

7.3.5 THAT COMPANY AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND TRAVIS COUNTY AND ITS AGENTS,

OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF THE COMPANY ARISING OUT OF THE PAYMENT OF AD VALOREM TAXES BY COMPANY OR ANY THIRD PARTY AND REIMBURSEMENT OF AGREEMENT FUNDS TO COMPANY OR ANY OTHER ACTIVITIES AND PERFORMANCE UNDER THIS AGREEMENT THROUGHOUT THE TERM OF THE AGREEMENT.

2.0 INCORPORATION

2.1 County and Company hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and Company hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

3.0 EFFECTIVE DATE

3.1 This Amendment is effective when it is approved and signed by both of the Parties.

TRAVIS COUNTY

BY: Samuel T. Biscoe

Samuel T. Biscoe
Travis County Judge

Date: 10-13-09

SIMON PROPERTY GROUP, INC.

BY: [signature]

Printed Name: Richard S. Sokolov

Title: President & COO

Date: 9/22/09

AMENDMENT OF
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND SIMON PROPERTY GROUP, INC.

RECEIVED
10 JUL 27 AM 9:37
TRAVIS COUNTY
PLANNING & PROJECT OFFICE

This Amendment of Economic Development Agreement ("Amendment") is entered into by and between the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Simon Property Group, Inc. ("Company").

RECITALS

County and EGP Management, L.L.C. ("EGP"), entered into an economic development agreement ("Agreement"), commencing on or about August 26, 2003, under which EGP agreed to develop as a mixed use project certain property located in Travis County, and County agreed to provide certain economic benefits to EGP.

Pursuant to the terms of the Agreement, EGP assigned said Agreement to Company.

The Agreement provides for amendment of the Agreement by written agreement of the Parties.

Pursuant to the Agreement, previous changes have been made by written agreement of the Parties.

County and Company desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 COMPANY PERFORMANCE

1.1 **Required Components - Jobs**. The Parties agree to amend Section 5.1.1(c), "Jobs," to change the opening phrase of the first sentences

from: "No later than twelve (12) months after the Completion Date of the Project"
to: "No later than December 31, 2011"

so that Company will have until December 31, 2011, to meet the initial job creation requirement of 1,100 permanent full-time equivalent ("FTE") jobs with the Project.

`1.2 **Continued FTE Requirement**. The requirement for continued employment of at least 750 FTE's will take effect the year following the successful achievement of the 1,100 jobs.

1.3 **Reimbursement**. Effective as of the execution of this Amendment, all other terms and provisions of the Agreement will be in full force and effect with December 31, 2011, or the year of the achievement of the 1,100 FTE's, whichever occurs first, being the beginning of the Reimbursement Term (with the understanding that Company has also complied with all other requirements of the Agreement as set forth in Section 5.1.1, and other relevant provisions).

2.0 OTHER PROVISIONS

2.1 **Other Provision Changes**. The Parties agree to change all relevant provisions in the Agreement as necessary to accommodate the change in Section 1.1 of this Amendment, including, but not limited to Section 8.3, "Refund," and Attachment D, Section 2.d.

2.2 **Termination Date Not Effected.** The Parties agree that the changes made in this Amendment do not effect the Termination Date of the Agreement which remains either twenty (20) years

from the Completion Date or the date the maximum Agreement Funds have been reimbursed by County to Company under Section 7.0 of the Agreement.

2.3 **Reports**. The Parties understand and agree that all required reports and records will be provided each year during the Agreement, even if requirements have not been met.

30 INCORPORATION

31 County and Company hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and Company hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

4.0 EFFECTIVE DATE

4.1 This Amendment is effective when it is approved and signed by both of the Parties.

TRAVIS COUNTY

BY: Samuel T. Biscoe
Samuel T. Biscoe
Travis County Judge
Date: 8.17.10

SIMON PROPERTY GROUP, INC.

BY: RSS
Printed Name: Richard S. Sokolov
Title: President and COO
Date: July 21, 2010