

REQUEST FOR PROPOSAL

by

The University of Texas Health Science Center at San Antonio

for

**Selection of a Vendor to Provide
Real Estate Broker Services**

RFP No. 745-20-P31

Submittal Deadline: Thursday, July 16, 2020 at 3:00 PM Central Prevailing Time

Issued: Monday, June 22, 2020

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 3

SECTION 2: NOTICE TO PROPOSER 4

SECTION 3: SUBMISSION OF PROPOSAL 6

SECTION 4: TERMS AND CONDITIONS 7

SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS..... 8

SECTION 6: PRICING AND DELIVERY SCHEDULE 10

Attachments:

- APPENDIX ONE: PROPOSAL REQUIREMENTS
- APPENDIX TWO: SAMPLE EXCLUSIVE LISTING AGREEMENT
- APPENDIX THREE: PROPERTY AERIAL MAPS AND INFORMATION
- APPENDIX FOUR: BEXAR COUNTY TAX PARCEL MAP AND LEGEND
- APPENDIX FIVE: IMPROVEMENTS DETAILS
-
- EXHIBIT A: LEGAL DESCRIPTION
- EXHIBIT B: REAL ESTATE CONTRACT

SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas Health-San Antonio (“**University**”) is an innovative, vibrant, and dynamic community comprised of five health sciences schools – the Long School of Medicine, the Graduate School of Biomedical Sciences, the School of Nursing, the School of Dentistry, and the School of Health Professions. The campus climate is dedicated to our People, Passion, and Possibilities. Our major clinical partners are University Health System, South Texas Veteran’s Health Care System (Audie L. Murphy VA Hospital), Brooke Army Medical Center, and the UT Health-San Antonio/M.D. Anderson Mays Cancer Center, the only National Cancer Institute-designated cancer center in South Texas. As the only civilian academic medical center and civilian Level I Trauma Center in the region for adults and pediatrics, we develop the knowledge, people, processes, and medicine to make health happen for our community and beyond.

1.2 Background and Special Circumstances

UT Health San Antonio, in conjunction with The University of Texas System Real Estate Office, is seeking proposals from interested and qualified real estate brokers to market property for sale located on State Highway 211, 15355 Lambda Drive and 14980 Omicron Drive within the San Antonio ETJ, Bexar County and Medina County, Texas (the “**Property**”) located within the Texas Research Park and depicted on the aerial photos attached as **Appendix Three**.

1.3 Objective of Request for Proposal

The University of Texas Health Science Center at San Antonio (**University**) is soliciting proposals from a qualified vendor to perform real estate broker services more specifically described in **Section 5** (Scope of Work) of this Request for Proposal (**RFP**).

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until **3:00 p.m., Central Prevailing Time on, Thursday, July 16, 2020.** (Submittal Deadline).

2.2 RFP Contact Information and Questions

Interested parties may direct questions about this RFP to:

Amanda Alvarado
Senior Procurement Agent
The University of Texas Health Science Center at San Antonio
Research Administration Building, Room 4.110
North Campus
8403 Floyd Curl Drive
San Antonio, TX 78229
210-562-6214
alvaradoa@uthscsa.edu

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before **Monday, July 6, 2020** (Question Deadline), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.*

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. **Contractor** means the successful Proposer under this RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

- A. Cost (10%);
- B. Vendor Experience (50%);
- C. Project Approach (40%).

Proposals will be reviewed and evaluated to determine whether the University wishes to conduct personal interviews with any of the respondents. Notification will be sent to respondents who are selected for personal interviews. The University reserves the right to terminate this request for proposal at any time and to reject any or all proposals.

2.4 Key Events Schedule

Date RFP Issued	<u>Monday, June 22, 2020</u>
Question Deadline (ref. Section 2.2)	<u>Monday, July 6, 2020</u>
Submittal Deadline (ref. Section 2.1)	<u>3:00 p.m. Central Prevailing Time on Thursday, July 16, 2020</u>

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 Texas Administrative Code \(TAC\) §20.285](#), and has determined that subcontracting opportunities are not probable under this RFP.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Proposal Submission Requirements

Proposals must be received electronically through the University's online Procurement Portal at: uthscsa.bonfirehub.com, on or before the Submittal Deadline (ref. **Section 2.1** of this RFP). Competitive Bids will be listed on the Procurement Portal, and submissions will only be accepted through the portal. University will not accept proposals submitted by paper, telephone, facsimile ("**FAX**") transmission, or electronic mail (i.e., e-mail) in response to this RFP.

You can register for a free Vendor account at: uthscsa.bonfirehub.com/login/defaultlocation, which will be required when you prepare a submission. As part of the registration process, you may select Commodity Codes to associate with your account. This will open you up for notifications of opportunities matching your chosen codes.

If any Proposers are present at 3:00 PM Central Prevailing Time on the submittal deadline date, then **only** the Proposer names received thru the online Procurement Portal will be read aloud in the Purchasing office located at 8403 Floyd Curl Dr., Room 4.110, San Antonio, TX. 78229. No other information will be shared at time of opening.

3.2 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of **one hundred eighty (180)** days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.3.1.1 Specifications and Additional Questions (ref. **Section 5**);
- 3.3.1.2 Agreement (ref. **APPENDIX TWO**);
- 3.3.1.3 Proposal Requirements (ref. **APPENDIX ONE**);
- 3.3.1.4 Notice to Proposers (ref. **Section 2**).

3.4 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.4.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)
- 3.4.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.4.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Exclusive Listing Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**.

If Proposer does not submit any exceptions as part of its proposal, Proposer must accept the University's Standard Terms and Conditions when executing the agreement. The University **will not consider** any modifications to the University's Standard Terms and Conditions after submittal deadline.

Proposer may not reserve the right to further negotiate terms and conditions if selected. All exceptions to the University's Standard Terms and Conditions must be included at time of submission.

Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University will consider Proposer's exceptions in the evaluation and scoring of submitted proposals.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3, Contractor** means the successful Proposer.

5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

5.2.1 Proposer must have a minimum of three (3) years of verifiable experience in providing this type of service.

5.2.2 Proposer shall demonstrate evidence of certifications, accreditation, permits or licenses necessary to successfully perform the services requested herein. Examples of accreditation for this type of service are CHAP (Community Health Accreditation Partner), or ACHC (Accreditation Commission for Health Care).

5.3 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

Vendor Experience (50%)

- 1) Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
- 2) Has Proposer worked with the University in the past five (5) years? If "yes," state department name, department contact, and provide a brief description of work performed;
 - 3) Provide the name(s) and contact information for the individual(s) who will be responsible for marketing the Property and a statement of their qualifications, including licensing, education, years of experience, and State of Texas Historically Underutilized Businesses (HUB) certification, if any;
 - 4) A brief description of at least two (2) comparable properties that were successfully marketed by the individual(s);

Project Approach (40%)

- 5) A broker price opinion and the proposed strategy to marketing the subject Property, including, specifically, the identification of any challenges anticipated in marketing the Property;
- 6) The commission sought for the successful marketing of the Property;

- 7) Recommendations regarding marketing the Property. For instance, does Proposer recommend marketing the Property in its entirety or divided into separate tracts and provide justifications for the recommended approach;
- 8) Identification of any potential conflicts of interest that may be present; and
- 9) Identification of any modifications that will be sought to the standard listing agreement.

The proposal should restate each of the nine requirements in the above order and present a concise response immediately following the stated requirement.

5.4 Scope of Work

Contractor will provide the following services:

- A. Provide a market analysis and pricing guidance for the Property.
- B. Establish a marketing strategy that employs multiple types of advertising including, but not limited to, listing on CoStar property database, internet exposure, signs installed on the Property, alternate trade publication strategies, etc.
- C. Accurately list the Property.
- D. Provide technical assistance on the presentation of the Property for sale.
- E. Tour the Property with prospective purchasers.
- F. Forward offers to UT Health San Antonio for consideration.
- G. Assist UT Health System with the closing of an accepted contract.
- H. Coordinate with Legal Counsel on real estate transaction closing.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Name)

To: University

RFP No.: 745-20-P31

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Term of Agreement

The term (“**Initial Term**”) of this Agreement will begin on the Effective Date and expire on **August 31, 2021**. University will have the option to renew this Agreement for up to **four (4)** additional **one (1)** year terms (“**Renewal Term**”), subject to the same terms and conditions. The Initial Term and each Renewal Term are collectively referred to as the “**Term**”).

6.2 Fee for Service

Provide the Real Estate fees rate:

_____ % of the gross sales price paid for the Property at closing (this may include a graduated commission schedule based on the high dollar value of the Property)

6.3 Discounts

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.

6.4 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

_____ Calendar Days

6.5 Payment Terms

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____ % _____ days/net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION 13

SECTION 2: EXECUTION OF OFFER 16

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE 19

SECTION 4: ADDENDA CHECKLIST 21

SECTION 1

GENERAL INFORMATION

1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4 of APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor attached to this RFP as **APPENDIX TWO**, and otherwise acceptable to University in all respects (**Agreement**).

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently

abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for Work, and University has made no representation, written or oral, that any particular scope of work will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2 of APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3**. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

University will not under any circumstances consider a proposal that is received after the Submittal Deadline. University will not accept proposals submitted by telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

SECTION 2

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce](#)

[Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.5 Authority Certification. The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

2.6 Child Support Certification. Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

2.7 Relationship Certifications.

- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
- Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
- No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
- All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

2.8 Compliance with Equal Employment Opportunity Laws. Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.9 Compliance with Safety Standards. All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act, Chapter 502, Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

2.10 Exceptions to Certifications. Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.12 Conflict of Interest Certification.

- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
- Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
- Proposer has disclosed any personnel who are related to any current or former employees of University.
- Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP No.: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER [§§552.021 AND 552.023, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(Email)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Work

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
 - 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Name)

To: University

RFP No.: 745-20-P31

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO

SAMPLE EXCLUSIVE LISTING AGREEMENT

(State Hwy 211, 15355 Lambda Drive and 14980 Omicron Drive, Bexar and Medina Counties, San Antonio, Texas 78425)

This EXCLUSIVE LISTING AGREEMENT ("Agreement") is entered into to be effective as of _____, 20____ ("Effective Date"), by and between the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas Health Science Center at San Antonio ("Owner") and _____ ("Broker").

In consideration of the respective covenants and obligations of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Owner and Broker, Owner and Broker agree as follows:

1. **DEFINED TERMS:** For purposes of this Agreement, the following terms shall be deemed to have the meanings indicated:

A. **Addresses for Notice:**

Owner:
The University of Texas Health Science Center
at San Antonio
Mail Code 7726
7703 Floyd Curl Drive
San Antonio, Texas 78229
Attn: Sr. Director, Facility Space Planning and Real Estate
Telephone No.: 210-567-7054

With a copy to:

The University of Texas System
Office of General Counsel - Real Estate Office

201 West 7th Street, Suite 600
Austin, Texas 78701
Attention: _____
Phone: _____
Email: _____

Broker:

Attention: _____
Phone: (_____) _____
Email: _____

B. **Broker's Fee:** _____% of the gross sales price paid for the Property at closing.

C. **Listing Price:** \$_____ Dollars U.S.

D. **Property:** (1) Approximately 181 acres of land and improvements located at State Hwy 211, 15355 Lambda Drive and 14980 Omicron Drive, Bexar and Medina Counties, Texas 78245, as more particularly described on **Exhibit A** attached hereto, together with all rights and interests appurtenant thereto (collectively, "**Land**"), SAVE AND EXCEPT all oil, gas and other minerals from the Land, which are reserved by Owner, together with all rights owned by Owner (if any) of ingress and egress upon

the Land for the purpose of exploring, developing and drilling the mineral estate; and (2) all improvements located on the Land.

- E. **Term of Agreement:** This Agreement shall commence on the Effective Date and terminate at 12:01 a.m., Central Standard Time on _____, 20____ (the "**Term**"), subject to earlier termination as provided in this Agreement (including, without limitation, the provisions of Section 4 below).

2. **AGENCY RELATIONSHIP:** Owner hereby engages Broker to perform, and Broker agrees to perform for Owner, all real estate brokerage services reasonably necessary or customary in Texas for listing for sale, procuring buyers for, and closing of the sale of the Property. In connection therewith, Owner lists the Property for sale with Broker and grants to Broker the exclusive right to solicit and seek offers to purchase the Property from one or more qualified, financially responsible third parties during the Term hereof.

A. **Exclusive Representation.** Broker and Broker's associates shall represent Owner exclusively and shall not represent a Buyer of the Property or act as an intermediary for anyone other than Owner in any negotiations for the purchase of the Property.

B. **Confidentiality of Information.** During and after the Term of this Agreement, Broker shall not knowingly disclose information obtained in confidence from Owner except as authorized by Owner or as required by law. Broker shall not disclose to Owner any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

3. **LISTING PRICE:** Owner authorizes Broker to list the Property for sale at the Listing Price stated above, which Listing Price may be altered or modified by Owner in its discretion upon written notice thereof to Broker. Unless otherwise expressly agreed in writing by Owner, the Property shall be sold for cash in full at closing. NOTICE TO OWNER: Broker does not guarantee that the Property will be appraised or sold for the Listing Price nor does Broker guarantee any net amount Owner might realize from the sale of the Property.

4. **TERMINATION OF AGREEMENT:**

A. **Without Cause.** Notwithstanding any other provision of this Agreement, from and after _____, 20____, either party may terminate this Agreement without cause by giving written notice to the other party not less than 10 days in advance of such termination, as counted from the postmarked date of the written notice or the date of hand delivery of the notice to the other party, as applicable.

B. **Pending Contracts.** If on the date of termination of this Agreement there is then pending a contract of sale ("**Earnest Money Contract**") in effect between Owner and a prospective buyer and the transaction described in the Earnest Money Contract has not closed and funded, this Agreement shall continue in effect beyond such termination date until the earliest to occur of (i) the closing and funding of the transaction described in the Earnest Money Contract; or (ii) the termination of the Earnest Money Contract.

5. **BROKER:**

A. **Broker's Permits.** Broker represents that it holds all permits and licenses necessary or required under applicable law for the performance of Broker's services hereunder.

B. **Broker's Efforts.** Broker agrees to act diligently and use commercially reasonable efforts in accordance with industry standards in Texas in attempting to sell the Property in accordance with the terms of this Agreement. Broker is authorized, at Broker's sole cost and expense, to advertise the Property by all such means and methods as Broker deems appropriate and to place a "For Sale" sign on the Property and to remove all other signs offering the Property for sale. Broker may provide written information regarding the Property that is approved in writing by Owner to other brokers working in the area and to any other interested parties and shall advertise the Property in any appropriate listing service or listing publication where such services or publications are available. Broker shall have a duty to submit offers to Owner after Owner has accepted an offer unless the Earnest Money Contract provides otherwise.

C. **Cooperating Brokers.** Owner agrees that other duly licensed Texas real estate brokers ("**Cooperating Brokers**"), including brokers representing buyers, may cooperate with Broker in procuring buyers for the Property. Broker and Cooperating Brokers and their agents are authorized to enter the Property at

reasonable times for the purpose of showing the Property to buyers. Owner agrees that during the Term of this Agreement, Owner shall refer all buyers who may contact Owner directly to Broker and otherwise cooperate in Broker's efforts to sell the Property. Broker is authorized to share Broker's Fee, as hereinafter defined, with Cooperating Brokers. **Broker agrees to indemnify and hold Owner harmless from any damages, costs, attorney's fees, liabilities or expenses whatsoever arising from the cooperation between Broker and Cooperating Brokers or from the sharing of Broker's Fee among Broker and Cooperating Brokers. The concurrent negligence or misconduct of Owner may reduce Broker's liability under this indemnity, but will not release Broker of its duty to indemnify Owner set forth in this Section. This indemnity shall survive the expiration or termination of this Agreement.**

D. Showing of Property. Owner authorizes Broker to show the Property to prospective buyers, including those buyers whom Broker has agreed to represent if Owner has consented to Broker's acting as an intermediary under Section 2.A, above.

E. Reports to Owner. Broker shall prepare and furnish to Owner, as and when requested by Owner, a written report, in reasonable detail, summarizing Broker's activities hereunder and the results thereof for the reporting period specified by Owner. The report shall be in form and content satisfactory to Owner and shall include such information regarding advertising, people contacted, expenses incurred, Property showings and related matters as Owner requests.

F. No Discrimination. Broker agrees that the Property will be offered, shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, handicap or familial status.

G. Commercial Listing Services. Owner authorizes Broker to list the Property with reputable commercial listing services. Broker shall advertise the Property in any appropriate commercial listing service (including CoStar and Loopnet) or commercial listing publications where such services or publications are available.

6. BROKER'S FEE:

A. Commission. Subject to the terms and conditions of this Agreement, Owner agrees to pay the Broker's Fee to Broker, in cash, in the county where the Property is located, upon closing and funding of the sale of the Property, or upon transfer of the Property in the event of an exchange of the Property for different real property. Except as otherwise expressly provided herein, such Broker's Fee shall be the sole compensation payable by Owner to Broker for Broker's services under this Agreement.

B. Exchange of Property. In the event of an exchange of the Property for the property of another person, the listing price shall be treated as the sales price for purposes of computing Broker's Fee, unless and except as the sales price may otherwise be expressly set forth in the contract for the exchange.

C. Conditions to Payment of Broker's Fee. Notwithstanding any other provision of this Agreement to the contrary, Broker's Fee shall be earned and payable to Broker solely if: (i) during the Term, a third party purchaser satisfactory to Owner is procured by Broker, Owner, or any Cooperating Broker, (ii) such purchaser and Owner enter into a written contract of sale, upon terms and conditions satisfactory to Owner in its sole discretion, covering all or part of the Property, and (iii) such contract of sale is funded and closed, as evidenced by Owner's execution and delivery of the deed of the Property described therein and receipt by Owner of the purchase price for the Property. (Hereinafter, a purchaser who purchases the Property in accordance with all of the provisions of this paragraph shall be referred to as a "**Satisfactory Purchaser**.") As used in this Agreement, the term "sale" shall include an exchange of the Property for the property of a Satisfactory Purchaser. Except as expressly provided in this paragraph or in Section 6.D below, Broker shall not be entitled to any fee, commission or other compensation hereunder. Without limiting the generality of the preceding sentence, if the sale of the Property fails to close for any reason whatsoever, including, but not limited to, Owner's or buyer's default under a contract of sale for the Property, Broker's Fee shall not have been earned and shall not be payable and Broker shall not be entitled to Broker's Fee or any other commission or compensation hereunder. Without limitation of the foregoing, in the event that as a result of a buyer's default under a contract of sale for the Property, Owner is entitled to receive all or part of any earnest money or escrow deposit deposited by such buyer under the contract of sale, no Broker's Fee or other compensation to Broker shall be payable with respect to such earnest money or escrow deposit. Broker and Owner agree that this Agreement's reference to a "Satisfactory Purchaser" is a generic reference only and is not intended to constitute a party "contemplated" by this Agreement for purposes of Section 62.004(b)(2) of the Texas Property Code, as it may be amended from time to time. The foregoing sentence does not constitute Owner's acknowledgment or agreement that the Property, which is property owned by a state agency, is subject to the Texas Property Code, Chapter 62, Broker's and Appraiser's Lien on Commercial Real Estate.

D. Broker's Protection Period. Subject to the conditions set forth herein, Owner shall also pay Broker the Broker's Fee if, within 30 days after the termination of this Agreement (the "**Protection Period**"), the Property is sold to, or Owner enters into a contract of sale for the Property thereafter resulting in a sale of the Property under such contract with, a person or entity with whom Broker has had substantive negotiations for the sale of the Property prior to the expiration of the Term. As a condition precedent to Broker's rights and Owner's obligations under this paragraph, before the expiration or termination of this Agreement Broker shall submit to Owner a written listing of the full and complete names, addresses, telephone numbers and primary contact persons of those entities and persons with whom Broker has had substantive negotiations for the sale of the Property prior to the expiration or termination of this Agreement. If Broker fails to submit such listing to Owner before the expiration or termination of this Agreement, Broker shall not be entitled to any commission under this paragraph. As an additional condition to Broker's right to a commission under this paragraph, Broker shall have had and, if requested by Owner, shall continue to have through the closing of the sale of the Property, an active and substantive role in the negotiation and closing of such sale to a person or entity listed by Broker as hereinabove described, and Broker shall have been the procuring cause of such sale. The amount of any commission to which Broker is entitled under this paragraph shall be calculated in accordance with the terms of this Section 6 of this Agreement. Notwithstanding the foregoing, Owner shall not be obligated to pay Broker a Broker's Fee if during the term of the Protection Period the Property is listed exclusively with another licensed real estate broker.

E. Broker's Default. Notwithstanding any provisions hereof, Broker shall not be entitled to Broker's Fee or any other commission or compensation (i) in the event of a default by Broker under this Agreement, or (ii) in the event of a sale, exchange, or other transfer at any time, of all or any part of the Property to a venture, partnership or other entity in which Owner is a principal or beneficiary or has an ownership interest, or to any of their successors or assigns, or to any state agency or other governmental entity.

7. INDEMNITY AND STATE LAW LIMITATIONS:

A. Release and Indemnity. Owner agrees that Broker and Cooperating Brokers shall not be responsible in any manner for personal injury to Owner resulting from acts of third parties or loss or damage of personal or real property due to vandalism, theft, freezing water pipes, or any other damage or loss whatsoever, unless such loss or damage is caused by the negligence or intentional acts of Broker or Cooperating Brokers. ***Notwithstanding the foregoing, Broker shall indemnify and hold harmless Owner from all losses, damages, costs, claims and liabilities (including, without limitation, court costs and attorney's fees relating thereto) arising out of or related to (i) any misrepresentation or failure by Broker or any agent or representative of Broker to disclose material information known to Broker regarding the Property to a prospective purchaser; (ii) any material fact known by Broker relating to any purchaser or proposed transaction that Broker fails to disclose to Owner; (iii) any breach of or default under this Agreement by Broker; and/or (iv) any act or omission by Broker inconsistent with or outside the scope of this Agreement and the limited authority conferred hereby.*** The concurrent negligence or misconduct of Owner may reduce Broker's liability under this indemnity, but will not release Broker of its duty to indemnify Owner set forth in this Section. ***This indemnity shall survive the expiration or termination of this Agreement.***

B. Limitations of State Law. Notwithstanding any provision of this Agreement to the contrary, (i) Owner shall be obligated to pay attorneys' fees only to the extent authorized by the Constitution and the laws of the State of Texas; (ii) any provision in this Agreement that purports to state that Owner limits, waives, or releases a right to make a claim against the Broker or exculpates Broker from liability under this Agreement shall be effective only to the extent authorized by the Constitution and laws of the State of Texas; (iii) any provision in this Agreement stating that Owner will indemnify or hold harmless Broker shall be effective only to the extent authorized by the Constitution and laws of the State of Texas; and (iv) any provision in this Agreement specifying remedies to which Broker shall be entitled, or stating that Owner consents to jurisdiction of any court shall not constitute nor is it intended to constitute a waiver of Owner's or the State of Texas' sovereign immunity to suit.

C. Limitation on Recovery. Broker will look solely to Owner's interest in the Property for recovery of any judgment against Owner relating to this Agreement, and Owner, its employees, officers, directors, attorneys, agents and representatives shall not be personally liable for anything related to this Agreement.

8. FORM OF CONTRACT. Broker understands and will advise all Cooperating Brokers and prospects that all offers to purchase the Property shall be made on the form of the Real Estate Contract attached hereto as **Exhibit B** (the "**Real Estate Contract**"). Broker shall deliver 3 executed originals of the Real Estate Contract to Owner.

9. AUTHORITY. Broker or any Cooperating Brokers are not authorized to (i) execute any earnest money contract or any other documents on behalf of Owner, (ii) authorize any repairs to the Property without Owner's prior written consent, (iii) authorize any expenditures of any funds on behalf of Owner without Owner's prior written consent, or (iv) negotiate any earnest money deposit or other instrument with respect to the Property.

10. OWNER'S REPRESENTATIONS. Owner represents that Owner has fee simple title to and peaceable possession of the Property and all improvements and fixtures thereon, and the legal capacity to convey the Property. Owner is not now a party to and agrees not to enter into a listing agreement with another broker for the sale, exchange or lease of the Property during the Term of this Agreement.

11. BROKER REPRESENTATIONS. Broker represents and warrants to Owner that Broker (i) is a duly licensed real estate broker under the laws of Texas and shall maintain such licensure in full force and effect throughout the Term of this Agreement; (ii) all real estate agents employed by Broker to assist with the performance of Broker's duties under this Agreement will be duly licensed real estate agents under the laws of Texas; and (iii) all activities by Broker and Broker's real estate agents hereunder will be conducted in strict compliance with all applicable statutes of the State of Texas and the United States (including, without limitation, all fair housing and non-discrimination statutes) and the rules and regulations of the Texas Real Estate Commission.

12. PROPERTY DEFECTS. Broker is not authorized to make any representations or warranties, directly or indirectly, that may be binding on Owner. ***Broker shall indemnify and hold Owner harmless from any representations or warranties made by Broker to buyer(s) other than those expressly made by Owner in any written disclosure delivered by Owner to Broker.*** The concurrent negligence or misconduct of Owner may reduce Broker's liability under this indemnity, but will not release Broker of its duty to indemnify Owner set forth in this Section. ***This indemnity shall survive the expiration or termination of this Agreement.***

Broker acknowledges that Owner, as a governmental entity, is exempt from the requirement of delivering a Seller's Disclosure Notice pursuant to Section 5.008 of the Texas Property Code.

13. MISCELLANEOUS. This Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. This Agreement may not be assigned by either party without the written approval of the other party. This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

14. NOTICES. All notices, demands, requests, and other communications given with respect to the subject matter of this Agreement shall be in writing and shall be deemed to be delivered on receipt if delivered by hand delivery or by a recognized overnight courier service, or 2 days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid, to the respective addresses of the parties set forth in Section 1.

15. SAVING CLAUSE. Should any clause in this Agreement be found invalid by a court of law, the remainder of this Agreement shall not be affected thereby, and all other provisions of this Agreement shall

remain valid and enforceable to the fullest extent permitted by law.

16. DISPUTE RESOLUTION. To the extent that Chapter 2260, *Texas Government Code*, as amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Broker to attempt to resolve any claim for breach of contract made by Broker that cannot be resolved in the ordinary course of business. To initiate the process, Broker shall submit written notice, as required by subchapter B of Chapter 2260, to Owner in accordance with the notice provisions in this Agreement. The Executive Vice Chancellor for Business Affairs of Owner, or such other officer of Owner as may be designated from time to time by Owner by written notice thereof to Broker in accordance with the notice provisions in this Agreement, shall examine Broker's claim and any counterclaim and negotiate with Broker in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Broker; (ii) neither the issuance of this Agreement by Owner nor any other conduct, action or inaction of any representative of Owner relating to this Agreement constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit; and (iii) Owner has not waived its right to seek redress in the courts.

LIST OF EXHIBITS:

Exhibit A – Legal Description
Exhibit B – Real Estate Contract

[Signatures appear on the following page]

EXECUTED to be effective on the date first written above.

BROKER/FIRM:

By: _____

Name: _____

Title: _____

OWNER:

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

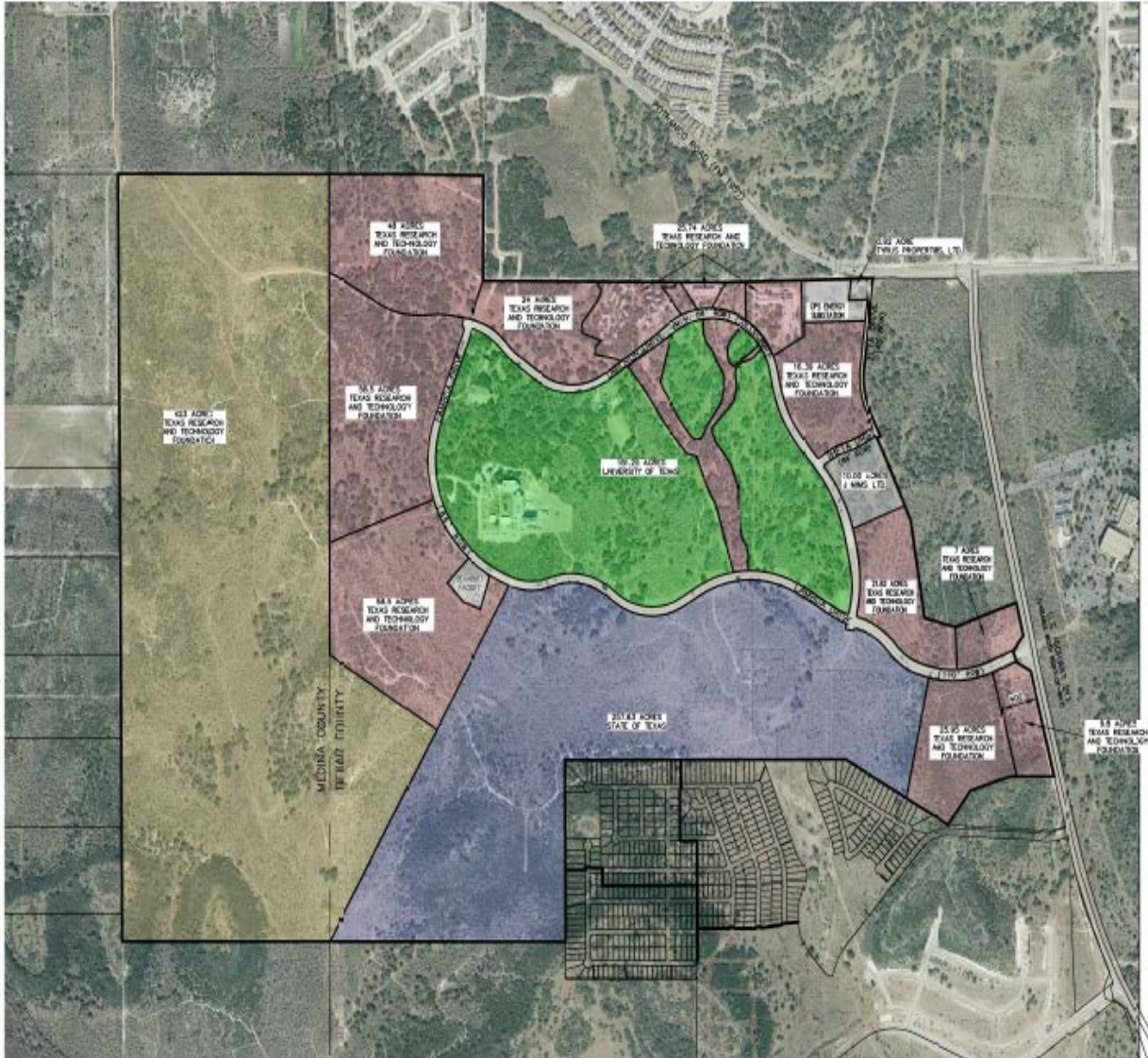
Approved as to Content:

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

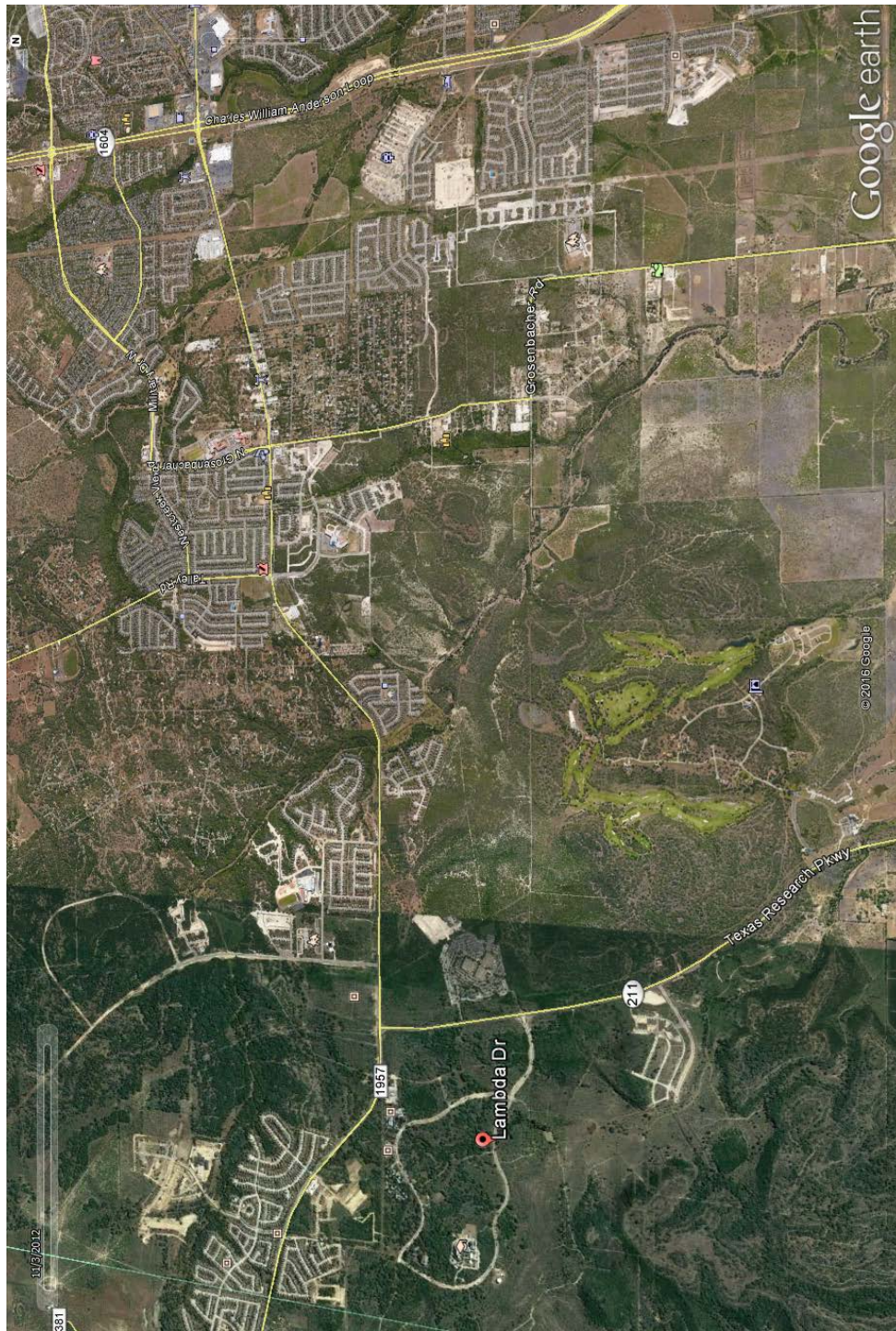
APPENDIX THREE

PROPERTY AERIAL MAPS AND INFORMATION



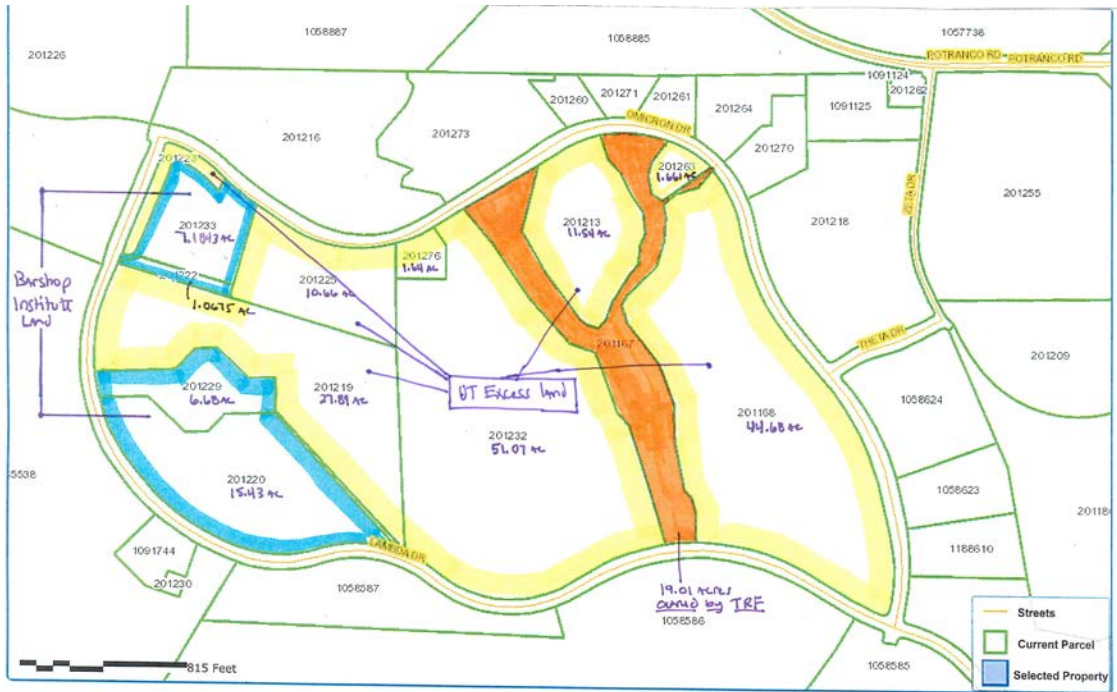
-  Land Owned by UT System
-  Microsoft Data Centers and Land Owned by TRTF
-  Land Owned by TRTF (for sale)
-  Land Owned by CADG Lambda, LLC – subdivision dev.
-  Other

PROPERTY AERIAL MAPS AND INFORMATION (CONTINUED)



APPENDIX FOUR

BEXAR COUNTY TAX PARCEL MAP AND LEGEND



Street Address: 15355 Lambda Drive and 14960 Omicron Drive

Assessor Parcel Numbers:

Tax ID	Acres
201220*	15.43
201219	27.89
201229*	6.68
201232	51.07
201167	19.01
201168	44.68
201263	1.661
201213	11.54
201276	1.64
201225	10.66
201233*	7.1843
201222*	1.0675
201223	1.7429
Total:	200.256 <i>181.85 acres</i>

Not owned by UT, TRF land per BCAD (points to 201220, 201219, 201229, 201232, 201167, 201168, 201263, 201213, 201276, 201225, 201233, 201222, 201223)

Barshop Institute Land ~ 30.36 ac (points to 201233, 201222, 201223, 201229, 201220)

Excess UT Land ~ 150.88 ac (points to 201167, 201168, 201263, 201213, 201276, 201225, 201233, 201222, 201223)

*Estimated underlying land area for improved buildings (30.362 ac.)

Adjacent Land Uses

- North: Undeveloped land as well as Pawel Village Apartments and one-story, low-rise research/laboratory buildings owned by Texas Research and Technology Foundation.
- South: Undeveloped land which is proposed to be developed with single-family residences.
- East: Primarily undeveloped land
- West: Microsoft is currently developing two 180,000 square foot data centers in Phase I. Microsoft plans on building a total of approximately eight buildings of similar size.

APPENDIX FIVE

IMPROVEMENTS DETAILS

IMPROVEMENT DESCRIPTION

Overall Property							
Name	UTHSC- Texas Research Park	Institute of Biotechnology (Hayden Head)	Centers for Biology in Medicine	Barshop Aging Center	ATT Center	Cafeteria	Institute for Drug Development (McDermott Bldg.)
Property Type	Office/Research	75% Research/ 25% Office	Research/ Office	Research/ Office	Tele-conference	Restaurant/ Cafeteria	80%Research/ 20% Office
Sub-Type	Research & Development	Wet Lab, Vivarium, Office	Wet Lab, Office	Wet Lab, Vivarium, Office	Auditorium	Food Service	Wet Lab, Vivarium, Office
No. of Bldgs.	6	1	1	1	1	1	1
No. of Stories		3, including basement	3, plus sub-level mechanical	3, plus sub-level mechanical	1	1	2
Gross Bldg. Area (SF)*	255,018	56,656	78,498	45,000	7,092	4,224	63,548
Year Built	1991 - 2003	1991	1998	2003	2001	2000	1992
Construction Class	A/ C	A	A	A	C	C	A
Construction Type	Steel Frame	Steel Frame	Steel Frame	Steel Frame	Steel Frame	Steel Frame	Steel Frame
Construction Quality	Good	Good	Good	Good	Good	Good	Good
Condition	Avg to Good	Avg. to Good	Avg. to Good	Good	Avg.	Avg.	Avg (Vacant)

EXHIBIT A
TO EXCLUSIVE LISTING AGREEMENT
LEGAL DESCRIPTION

PAPE-DAWSON **ENGINEERS**
CIVIL & ENVIRONMENTAL

EXHIBIT A

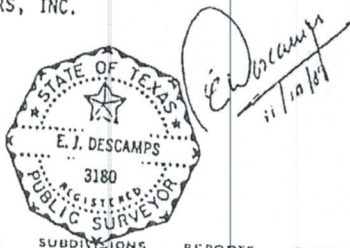
9310 BROADWAY, SAN ANTONIO, TEXAS 78217
512/824-9494 FACSIMILE 512/824-3491

FIELD NOTES
FOR

50.00 acres of land out of a 313.40 acre tract recorded in Volume 3891, Page 434, of the Official Public Records of Real Property of Bexar County, Texas, and being out of the Elizabeth Davis Survey No. 6, Abstract 1001, County Block 434B, Bexar County, Texas, said 50 acre tract includes all of Lot 1, Block 1, U.T.I.B.T. SUBDIVISION, Bexar County, Texas, according to plat thereof recorded in Volume 9521, Page 167, Deed and Plat Records of Bexar County, Texas, said 50.00 acres being more particularly described by metes and bounds as follows:

- BEGINNING: At a found iron rod on a proposed 86-foot right-of-way in the northwest corner of this tract, from which an iron rod on the southerly right-of-way line of Old Potranco Road, now closed, for the southwest corner of the M. Hernandez Survey No. 300 1/4, bears N 19°24'31" E, a distance of 1229.34 feet;
- THENCE: S 73°35'13" E, a distance of 1675.18 feet to a found iron rod;
- THENCE: South, a distance of 1162.92 feet to a found iron rod on a proposed 86-foot right-of-way for the southeast corner of this tract and a point of curvature;
- THENCE: Curving to the left with a radial bearing of S 17°28'18" W, a radius of 743.00 feet, a central angle of 35°53'04", an arc length of 465.34 feet to a found iron rod for a point of reverse curvature;
- THENCE: Curving to the right with a radius of 657.00 feet, a central angle of 37°34'56", an arc length of 430.95 feet to a found iron rod for a point of compound curvature;
- THENCE: Curving to the right with a radius of 1357.00 feet, a central angle of 37°40'26", and an arc length of 892.27 feet to a found iron rod for a point of compound curvature;
- THENCE: Curving to the right with a radius of 1032.00 feet, a central angle of 54°34'11", and an arc length of 982.90 feet to a found iron rod;
- THENCE: N 21°24'47" E, a distance of 168.05 feet to the POINT OF BEGINNING and containing 50.00 acres (2,178,000 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.
JOB NO: 9109.88.02 & 9098.89.01
DATE: August 4, 1988; November 10, 1989
DOC. ID.: FN5-1.35



VOL. 850 PAGE 1859



EXHIBIT A

FIELD NOTES

FOR

A 51.07 acre, or 2,224,500 square feet, tract of land out of a 129.6 acre tract described in instrument recorded in Volume 6761, Pages 1653-1662 of the Official Public Records of Bexar County, said 51.07 acres including all of Lot 3, Block 2 of the Texas Research Park Unit 1-D recorded in Volume 9524, Page 81 of the Deed and Plat Records of Bexar County, all out of the E. Davis Survey No. 6, Abstract 1001, County Block 4348 and the P. Tarkington Survey No. 5, Abstract 1029, County Block 4347 of Bexar County, Texas. Said 51.07 acres being further described by metes and bounds as follows:

BEGINNING At a found 1/2" iron rod with yellow cap marked "Pape Dawson", said point being a point on curve at the southeast corner of this tract, on the north right-of-way line of Lambda Drive, an 86-foot right-of-way described in the Texas Research Park Phase I Subdivision recorded in Volume 9521, Page 153-163 of the Official Public Records of Bexar County;

THENCE: Along and with the north right-of-way line of Lambda Drive as follows:

Westerly, and southwesterly with a curve to the left, said curve having a radial bearing of S 10°26'55" E, a radius of 1243.00 feet, a central angle of 19°40'34", a chord bearing and distance of S 69°42'48" W, 424.77 feet, and an arc length of 426.85 feet to a found 1/2" iron rod with yellow cap marked "Pape Dawson" at a point of tangency;

S 59°52'30" W, a distance of 159.38 feet to a found 1/2" iron rod with yellow cap marked "Pape Dawson" at a point of curvature;

Southwesterly, westerly, and northwesterly, with a curve to the right, said curve having a radius of 657.00 feet, a central angle of 69°24'51", a chord bearing and distance of N 85°25'04" W, 748.17 feet, and an arc length of 795.96 feet to a found 1/2" iron rod with yellow cap marked "Pape Dawson" at a point of tangency;

N 50°42'38" W, a distance of 4.26 feet to a found 1/2" iron rod with yellow cap marked "Pape Dawson" at a point of curvature; and

VOL 8836 PG 0379

Northwesterly, and westerly, with a curve to the left, said curve having a radius of 743.00 feet, a central angle of $21^{\circ}49'05''$, a chord bearing and distance of $N 61^{\circ}37'10'' W$, 281.22 feet, and an arc length of 282.93 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" at a point of intersection with a non-tangent line, the easternmost line of Lot 1, Block 1 of the U.T.I.B.T. Subdivision, Unit-1 recorded in Volume 9521, Page 167 of the Deed and Plat Records of Bexar County, the southwestcorner of this tract;

THENCE: NORTH, with the east line of the said Lot 1, and continuing with the west line of the said 129.6 acre tract a distance of 1568.61 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", the southwest corner of Lot 11, Block 4, C.B. 4348, Texas Research Park, Unit-1F, recorded in Volume 9539, Page 63 of said Deed and Plat Records and a northwest corner of this tract;

THENCE: EAST, departing the west line of the said 129.6 acre tract a distance of 290.00 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", the southeast corner of said Lot 11 and an interior corner of this tract;

THENCE: NORTH, a distance of 196.96 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", at an angle point;

THENCE: $N 34^{\circ}39'38'' W$, a distance of 129.70 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" on the south line of Omicron Drive, a 72-foot right-of-way at this point, said Omicron Drive described in the aforementioned Texas Research Park Phase I, the north corner of said Lot 11 and a north corner of this tract;

THENCE: $N 57^{\circ}15'58'' E$, along and with the said south right-of-way line of Omicron Drive a distance of 168.23 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" on the centerline of a 16-foot sanitary sewer easement dedicated in the said Texas Research Park Phase I, the northernmost corner of this tract;

THENCE: Departing said right-of-way line and along and with the centerline of said easement and the easterly line of this tract as follows:

$S 40^{\circ}35'10'' E$, a distance of 264.40 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

$S 34^{\circ}16'19'' E$, a distance of 381.36 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

VOL 8836 PG 0380

Job 10,084-99
Page 3 of 3
51.07 Acres

S 42°20'52" E, a distance of 345.43 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

S 71°43'32" E, a distance of 152.11 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

S 22°11'54" E, a distance of 132.22 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

S 19°36'54" E, a distance of 241.20 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

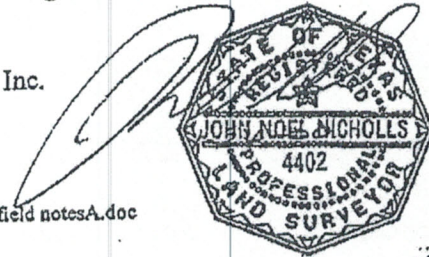
S 41°08'24" E, a distance of 105.65 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

S 17°50'44" E, a distance of 333.46 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

S 16°50'44" E, a distance of 214.33 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson"; and

THENCE: S 16°01'54" E, a distance of 167.95 feet to the POINT OF BEGINNING and containing 51.07 acres of land. Said tract described in accordance with a survey prepared by Pape-Dawson Engineers Inc..

PREPARED BY: Pape-Dawson Engineers, Inc.
REVISED: January 24, 2000
DATE: November 6, 1999
JOB No.: 10,084-99
DOC.ID.: n:\survey99\10100-99\10084-99\field notesA.doc



1018836 P0381



EXHIBIT A-1

FIELD NOTES
FOR

A 44.68 acre, or 1,946,247 square foot more or less, tract of land out of a 129.6 acre tract conveyed to Texas Research and Technology Foundation, a Texas non-profit corporation, in Special Warranty Deed recorded in Volume 6761, Pages 1653-1662 of the Official Public Records of Real Property of Bexar County, Texas, and out of the E. Davis Survey Number 6, Abstract 1001, County Block 4348, and the P. Tarkington Survey Number 5, Abstract 1029, County Block 4347, of Bexar County, Texas, and being more particularly described as follows;

COMMENCING: At a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", on the north right-of-way line of Lambda Drive, a variable width right-of-way, as recorded in Volume 9521, Pages 153-163 of the Deed and Plat Records of Bexar County, Texas, the southwest corner of said 129.6 acre tract, the southeast corner of a 51.07 acre tract recorded in Volume 8836, Pages 376-383 of the Official Public Records of Bexar County, Texas;

THENCE: Northeasterly with a curve, said curve, having a radial bearing of S 10°26'58" E, a radius of 1243.00 feet, a central angle of 09°55'48", a chord bearing and distance of N 84°30'56" E, 215.16 feet, and a curve length of 215.43 feet, to a set 1/2" iron rod with a yellow cap marked "Pape Dawson", the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE: Departing the north right-of-way line of said Lambda Drive, the south line of said 129.6 acre tract, the following calls and distances;

N 00°33'43" W, a distance of 169.51 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 15°28'07" W, a distance of 81.78 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 41°53'32" W, a distance of 65.33 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 11°25'40" W, a distance of 287.81 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 01°18'47" W, a distance of 216.92 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 20°44'41" W, a distance of 251.04 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 38°13'37" W, a distance of 292.97 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

PAPE-DAWSON ENGINEERS, INC.

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

Book 10260 Page 2427

N 17°21'44" W, a distance of 112.45 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 29°45'26" E, a distance of 67.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 45°30'59" E, a distance of 235.25 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 16°53'03" E, a distance of 155.97 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 03°34'39" E, a distance of 134.82 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 10°18'36" W, a distance of 74.99 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 46°28'59" E, a distance of 92.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 73°06'34" E, a distance of 138.52 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 39°49'11" E, a distance of 117.90 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
N 71°34'25" E, a distance of 23.41 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way line of Omicron Drive, a variable width right-of-way as recorded in Volume 9521, Pages 153-163 of the Deed and Plat Records of Bexar County, Texas, the east line of said 129.6 acre tract, the beginning of a non-tangent curve to the right;

THENCE: Along and with the east right-of-way line of said Omicron Drive, the east line of said 129.6 acre tract, the following calls and distances;

Southeasterly, with a curve, said curve, having a radial bearing of S 49°23'08" W, a radius of 657.00 feet, a central angle of 28°40'32", a chord bearing and distance of S 26°16'36" E, 325.40 feet, and a curve length of 328.82 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 11°56'19" E, a distance of 117.95 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

Southeasterly with a curve, said curve, having a radius of 1,273.00 feet, a central angle of 27°43'00", a chord bearing and distance of S 25°47'50" E, 609.82 feet, and a curve length of 615.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 39°39'20" E, a distance of 345.01 feet to a found ½" iron rod, the beginning of curve to the right;

Southeasterly along said curve, having a radius of 1,476.16 feet, a central angle of 27°32'21", a chord bearing and distance of S 25°53'09" E, 702.70 feet; and a curve length of 709.51 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 12°06'59" E, a distance of 243.35 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the beginning of curve to the right;

Southerly, with a curve, said curve, having a radius of 964.00 feet, a central angle of 20°35'35", a chord bearing and distance of S 01°49'11" E, 344.62 feet, and a curve length of 346.48 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" to the beginning of a compound curve to the right;

Southerly, with a curve, said curve having a radius of 1,277.00 feet, a central angle of 04°58'28", a chord bearing and distance of S 10°57'50" W, 110.83 feet, and a curve length of 110.87 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" to the beginning of a compound curve to the right;

THENCE: Southwesterly, with a curve, said curve having a radius of 25.00 feet, a central angle of 98°00'39", a chord bearing and distance of S 62°27'23" W, 37.74 feet, and a curve length of 42.77 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" the beginning of a compound curve to the right on the aforementioned north right-of-way line of Lambda Drive;

THENCE: Along and with the north right-of-way line of said Lambda Drive, the south line of said 129.6 acre tract, the following calls and distances;

THENCE: Northwesterly, with a curve, said curve having a radius of 1,157.00 feet, a central angle of 09°17'07", a chord bearing and distance of N 63°53'44" W, 187.30 feet, and a curve length of 187.50 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: N 59°15'10" W, a distance of 301.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

THENCE: Westerly with a curve, said curve, having a radius of 1,243.00 feet, a central angle of 31°15'59", a chord bearing and distance of N 74°53'10" W, 669.92 feet, and a curve length of 678.31 feet to the POINT OF BEGINNING, and containing 44.68 acres in Bexar County, Texas, said 44.68 acre tract being described in accordance with an on the ground field survey and a map or plat prepared by Pape-Dawson Engineers.

PREPARED BY: PAPE DAWSON ENGINEERS INC.
DATE: May 5, 2003
JOB No.: 9105-03
FILE: N:\Survey\03\3-9200\9105-03\9105-03FN-44AC.doc

[Handwritten Signature]
5-13-2003

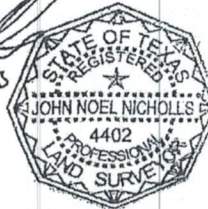


EXHIBIT A-2



**FIELD NOTES
FOR**

An 11.54 acre, or 502,766 square foot more or less, tract of land out of a 129.6 acre tract conveyed to Texas Research and Technology Foundation, a Texas non-profit corporation, in Special Warranty Deed recorded in Volume 6761, Pages 1653-1662 of the Official Public Records of Real Property of Bexar County, Texas, and out of the E. Davis Survey Number 6, Abstract 1001, County Block 4348, and J. Pfeifer Survey Number 7, Abstract 1018, County Block 4349 of Bexar County, Texas, and being more particularly described as follows;

COMMENCING: At a found ½" iron rod with a yellow cap marked "Pape Dawson", on the south right-of-way line of Omicrom Drive a variable width right-of-way as recorded in Volume 9521, Pages 153-163 of the Deed and Plat Records of Bexar County, Texas, the northwest corner of said 129.6 acre tract, the northeast corner of a 51.07 acre tract recorded in Volume 8836, Pages 376-383 of the Official Public Records of Bexar County, Texas;

THENCE: N 57°15'58" E, along and with the south right-of-way line of said Omicrom Drive, the north line of said 129.6 acre tract, a distance of 95.50 feet, to a set ½" iron rod with a yellow cap marked "Pape Dawson";

THENCE: Continuing along and with the south right-of-way line of said Omicrom Drive, and the north line of said 129.6 acre tract, the following calls and distances;

N 57°15'58" E, a distance of 38.72 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the right;

Northeasterly with a curve, said curve, having a radius of 976.00 feet, a central angle of 06°47'00", a chord bearing and distance of N 60°39'28" E, 115.48 feet and a curve length of 115.55 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" the beginning of a reverse curve to the left;

Northeasterly, with a curve, said curve having a radius of 1,024.00 feet, a central angle of 06°47'00", a chord bearing and distance of N 60°39'28" E, 121.16 feet, and a curve length of 121.23 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

N 57°15'58" E, a distance of 120.18 feet to a found ½" iron rod, the beginning of a curve to the right, the northwest corner and POINT OF BEGINNING of the herein described tract;

Northeasterly with a curve, said curve, having a radius of 976.00 feet, a central angle of 05°26'15", a chord bearing and distance of N 59°59'05" E, 92.59 feet, and a curve length of 92.63 feet to a found ½" iron rod, the beginning of a reverse curve to the left;

PAPE-DAWSON ENGINEERS, INC.

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

BOOK 10260 PAGE 2430

Northeasterly, with a curve, said curve having a radius of 1,024.00 feet, a central angle of $05^{\circ}26'15''$, a chord bearing and distance of $N 59^{\circ}59'05'' E$, 97.15 feet, and a curve length of 97.18 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

$N 57^{\circ}15'58'' E$, a distance of 19.51 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the right;

Northeasterly with a curve, said curve, having a radius of 705.69 feet, a central angle of $16^{\circ}12'49''$, a chord bearing and distance of $N 65^{\circ}22'22'' E$, 199.03 feet, and a curve length of 199.70 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of tangency, the northeast corner of the herein described tract;

THENCE: Departing the south right-of-way line of said Omicrom Drive, the north line of said 129.6 acre tract, the following calls and distances;

$S 17^{\circ}17'23'' E$, a distance of 152.02 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 43^{\circ}47'44'' E$, a distance of 103.18 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 26^{\circ}34'35'' E$, a distance of 138.80 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 33^{\circ}42'12'' E$, a distance of 123.10 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 05^{\circ}42'48'' E$, a distance of 124.75 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 22^{\circ}37'48'' W$, a distance of 80.69 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 03^{\circ}28'12'' W$, a distance of 102.60 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 41^{\circ}38'52'' W$, a distance of 74.75 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 32^{\circ}24'46'' W$, a distance of 191.15 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 19^{\circ}26'57'' W$, a distance of 111.90 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 41^{\circ}12'01'' W$, a distance of 65.99 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$N 74^{\circ}03'44'' W$, a distance of 67.81 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

11.54 acres
Job No. 9105-03
Page 3 of 3

N 52°26'43" W, a distance of 50.91 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

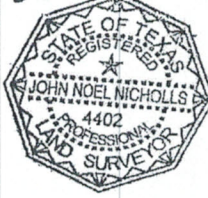
N 36°59'29" W, a distance of 330.25 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 29°59'39" W, a distance of 279.49 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: N 13°54'47" E, a distance of 387.05 feet to the POINT OF BEGINNING, and containing 11.54 acres in Bexar County, Texas, said 11.54 acre tract being described in accordance with an on the ground field survey and a map or plat prepared by Pape-Dawson Engineers.

PREPARED BY: PAPE DAWSON ENGINEERS INC..
DATE: May 5, 2003
JOB No.: 9105-03
FILE: N:\Survey\03\3-9200\9105-03\9105-03FN-12AC.doc

John Noel Nicholls
5-13-2003



Book 10260 Page 2432

EXHIBIT A-3



FIELD NOTES

FOR

A 1.661 acre, or 72,341 square foot more or less, tract of land out of a 129.6 acre tract conveyed to Texas Research and Technology Foundation, a Texas non-profit corporation, in Special Warranty Deed recorded in Volume 6761, Pages 1653-1662 of the Official Public Records of Real Property of Bexar County, Texas, and out of the E. Davis Survey Number 6, Abstract 1001, County Block 4348, of Bexar County, Texas, and being more particularly described as follows;

COMMENCING: At a found ½" iron rod with a yellow cap marked "Pape Dawson", on the south right-of-way line of Omicrom Drive a variable width right-of-way as recorded in Volume 9521, Pages 153-163 of the Deed and Plat Records of the Deed and Plat Records of Bexar County, Texas, the northwest corner of said 129.6 acre tract, the northeast corner of a 51.07 acre tract recorded in Volume 8836, Pages 376-383 of the Official Public Records of Bexar County, Texas;

THENCE: Continuing along and with the south right-of-way line of said Omicrom Drive, and the north line of said 129.6 acre tract, the following calls and distances;

THENCE: N 57°15'58" E, a distance of 95.50 feet, to a set ½" iron rod with a yellow cap marked "Pape Dawson";

N 57°15'58" E, a distance of 38.72 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the right;

Northeasterly with a curve, said curve, having a radius of 976.00 feet, a central angle of 06°47'00", a chord bearing and distance of N 60°39'28" E, 115.48 feet and a curve length of 115.55 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" the beginning of a reverse curve to the left;

Northeasterly, with a curve, said curve having a radius of 1,024.00 feet, a central angle of 06°47'00", a chord bearing and distance of N 60°39'28" E, 121.16 feet, and a curve length of 121.23 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

N 57°15'58" E, a distance of 120.18 feet to a found ½" iron rod, the beginning of a curve to the right;

Northeasterly with a curve, said curve, having a radius of 976.00 feet, a central angle of 05°26'15", a chord bearing and distance of N 59°59'05" E, 92.59 feet, and a curve length of 92.63 feet to a found ½" iron rod, the beginning of a reverse curve to the left;

PAPE-DAWSON ENGINEERS, INC.

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

Northeasterly, with a curve, said curve having a radius of 1,024.00 feet, a central angle of $05^{\circ}26'15''$, a chord bearing and distance of $N 59^{\circ}59'05'' E$, 97.15 feet, and a curve length of 97.18 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

$N 57^{\circ}15'58'' E$, a distance of 19.51 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the right;

THENCE: Northeasterly with a curve, said curve, having a radius of 705.69 feet, a central angle of $49^{\circ}31'17''$, a chord bearing and distance of $N 82^{\circ}01'36'' E$, 591.12 feet, and a curve length of 609.93 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", the northwest corner and POINT OF BEGINNING, of the herein described tract;

THENCE: Southeasterly, continuing with said curve, said continuation having a radius of 657.00 feet, a central angel of $25^{\circ}36'04''$, a chord bearing and distance of $S 60^{\circ}24'43'' E$, 291.13 feet, and a curve length of 293.56 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of the herein described tract;

THENCE: Departing the southwest right-of-way line of said Omicrom Drive, the northeast line of said 129.6 acre tract, the following calls and distances;

$S 54^{\circ}19'25'' W$, a distance of 354.63 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$N 58^{\circ}30'31'' W$, a distance of 73.43 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$N 09^{\circ}38'32'' W$, a distance of 108.54 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$N 13^{\circ}02'45'' E$, a distance of 77.59 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

THENCE: $N 37^{\circ}08'48'' E$, a distance of 162.62 feet to the POINT OF BEGINNING, and containing 1.661 acres in Bexar County, Texas, said 1.661 acre tract being described in accordance with an on the ground field survey and a map or plat prepared by Pape-Dawson Engineers.

PREPARED BY: PAPE DAWSON ENGINEERS INC..
DATE: May 5, 2003
JOB No.: 9105-03
FILE: N:\Survey03\3-9200\9105-03\9105-03FN-1AC.doc

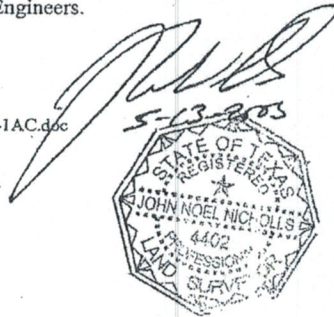


Exhibit "A"

Legal Description

A 10.00 acre, or 435,412 square feet more or less, tract of land being all of that called 10.00 acre tract described in conveyance to CTRC Research Foundation in Special Warranty Deed recorded in Volume 5366, Pages 1236-1241 of the Official Public Records of Real Property of Bexar County, Texas, and being all of Lot 1, Block 2, County Block 4348 of the Texas Research Park, Unit 1C recorded in Volume 9524, Page 40 of the Deed and Plat Records of Bexar County, Texas, out of the Johann Pfeiffer Survey No. 7, Abstract 1018, County Block 4349 and out of the Elizabeth Davis Survey No. 6, Abstract 1001, County Block 4348 of Bexar County Texas. Said 10.00 acre tract being more fully described as follows, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone, basis of bearing being the south right-of-way line of Omicron Drive, a variable width right-of-way dedicated in Volume 9521, Pages 153-163 of the Deed and Plat Records of Bexar County, Texas as found monumented on the ground:

BEGINNING: At a set 1/4" iron rod with a yellow cap marked "Pape-Dawson", the north end of the curve return of the intersection of the south right-of-way line of Omicron Drive, with the east right-of-way line of Lambda Drive, an 86-foot right-of-way dedicated in Volume 9521, Pages 153-163 of the Deed and Plat Records of Bexar County, Texas, the beginning of a curve to the right;

THENCE: With the south right-of-way line of Omicron Drive, the north line of this tract, the following calls and distances:

Southeasterly, with the arc of a curve to the right, said curve having a radius of 657.00 feet, a central angle of 28°31'28", a chord bearing and distance of S 59°44'41" E, 323.72 feet, and an arc length of 327.08 feet to a found 1/4" iron rod with a yellow cap marked "Pape-Dawson";

S 45°25'04"E, a distance of 102.03 feet to a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radius of 743.00 feet, a central angle of 10°16'01", a chord bearing and distance of S 50°33'05" E, 132.96 feet, and an arc length of 133.14 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 68°21'55" W, a radius of 743.00 feet, a central angle of 6°48'58", a chord bearing and distance of N 18°13'36" E, 88.34 feet, and an arc length of 88.39 feet to a found ½" iron rod, the south end of the curve return, from the east right-of-way of Lambda Drive to the south right-of-way of Omicron Drive, the beginning of a curve to the right;

Northeasterly, with the arc of a curve to the right, said curve having a radial bearing of S 74°11'12" E, a radius of 25.00 feet, a central angle of 90°01'44", a chord bearing and distance of N 60°49'41" E, 35.36 feet, and an arc length of 39.28 feet to the POINT OF BEGINNING and containing 10.00 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Exhibit "A"

Legal Description

A 10.66 acre, or 464,152 square feet more or less, tract of land being all of that called 10.65 acre tract described in conveyance to CTRC Research Foundation in Special Warranty Deed recorded in Volume 5435, Pages 922-927 of the Official Public Records of Real Property of Bexar County, Texas, out of the Johann Pfeiffer Survey No. 7, Abstract 1018, County Block 4349 and out of the Elizabeth Davis Survey No. 6, Abstract 1001, County Block 4348 of Bexar County Texas. Said 10.66 acre tract being more fully described as follows, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone, basis of bearing being the south right-of-way line of Omicron Drive, a variable width right-of-way dedicated in Volume 9521, Pages 153-163 of the Deed and Plat Records of Bexar County, Texas as found monumented on the ground:

BEGINNING: At a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the northwest corner of the 10.65 acre tract, the northeast corner of the 10.00 acre tract described in Volume 5366, Pages 1236-1241 of the Official Public Records of Real Property of Bexar County, Texas, in the south right-of-way line of Omicron Drive;

THENCE: With the south right-of-way line of Omicron Drive, the north line of this tract, the following calls and distances:

S 55°41'10"E, a distance of 220.46 feet to a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 34°17'26" E, a radius of 680.16 feet, a central angle of 20°32'30", a chord bearing and distance of S 65°58'49" E, 242.55 feet, and an arc length of 243.85 feet to a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

Northeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 13°49'35" E, a radius of 758.20 feet, a central angle of 30°39'02", a chord bearing and distance of N 88°30'04" E, 400.78 feet, and an arc length of 405.60 feet to a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of this tract, the northwest corner of Lot 11, Block 4, County Block 4348 of the Texas Research Park, Unit-1F recorded in Volume 9539, Page 63 of the Deed and Plat Records of Bexar County, Texas;

- THENCE: S 00°13'13"E, departing the south right-of-way line of Omicron Drive, with the east line of this tract, and the west line of Lot 1, at a distance of 200.00 feet passing the southwest corner of Lot 11, a northwest corner of a 51.07 acre tract described in Volume 8836, Pages 376-383 of the Official Public Records of Real Property of Bexar County, Texas and continuing, with the east line of this tract, the west line of the 51.07 acre tract, for a total distance of 605.99 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of a 50.00 acre tract described in Volume 4850, Pages 1856-1861 of the Official Public Records of Real Property of Bexar County, Texas, the southeast corner of this tract;
- THENCE: N 73°47'45"W, with the south line of this tract, the north line of the 50.00 acre tract, a distance of 1002.92 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the southwest corner of this tract, the southeast corner of the 10.00 acre tract;
- THENCE: N 16°11'51"E, departing the north line of the 50.00 acre tract, with the west line of this tract, the east line of the 10.00 acre tract, a distance of 560.90 feet to the POINT OF BEGINNING and containing 10.66 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

EXHIBIT B
TO EXCLUSIVE LISTING AGREEMENT
REAL ESTATE CONTRACT

EXHIBIT B

Permitted Exceptions

1. Restrictive Covenants of Record as recorded in Deed from Concord Oil Company dated December 1, 1986, recorded in Volume 3891, Page 416, of the Official Public Records of Real Property of Bexar County, Texas.
2. Taxes for the year 1990 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership for State, County, and Northside Independent School District, not yet due or payable.
3. All of the oil, gas and other minerals in and under the Property, conveyed by instrument recorded in Volume 2247, Page 287, of the Deed Records of Bexar County, Texas.
4. 1/3 of all of the oil, gas, and other minerals of every character in and under the Property, reserved by instrument recorded under County Clerk File #1288299, of the Official Public Records of Real Property of Bexar County, Texas, as modified by Waiver of Surface Rights dated December 1, 1986, recorded under County Clerk File #1288301 of the Official Public Records of Real Property of Bexar County, Texas.
5. Terms and provisions of Memorandum of Trust Agreement dated December 1, 1986, recorded under County Clerk File #1288302, of the Official Public Records of Real Property of Bexar County, Texas.
6. Basic Fire Service Agreement by and between Texas Research and Technology Foundation and City of San Antonio, Texas, dated February 4, 1987, and filed for record at Volume 3943, Page 1725 of the Official Public Records of Real Property of Bexar County, Texas.
7. Industrial Development Non-Annexation Agreement, by and between Texas Research and Technology Foundation and City of San Antonio, dated February 4, 1987, and filed for record at Volume 3943, Page 1740 of the Official Public Records of Real Property of Bexar County, Texas.
8. Electric and Gas Easement, 14-feet wide, along the Lambda Drive as shown on the plat recorded in Volume 9521, Page 167 of the Deed and Plat Records of Bexar County, Texas.

9. Building setback line, 25 feet wide, along the Lambda Drive as shown on the plat recorded in Volume 9521, Page 167 of the Deed and Plat Records of Bexar County, Texas.

Any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin, is invalid and unenforceable under FEDERAL LAW, STATE LAW, and the laws of the STATE OF TEXAS. COUNTY OF BEXAR. I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time claimed herein by me, and was duly RECORDED, in the Official Public Records of Bexar County, Texas on:

JUN 29 1990



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1990 JUN 28 PM 4: 06

VOL 850 PAGE 1861

**EXHIBIT B
to
DONATION DEED**

Reservations from and Exceptions to Conveyance and Warranty

1. Amended and Restated Declaration of Protective Covenants of record in Volume 8362, Page 1771, Real Property Records of Bexar County, Texas.
2. Private Sanitary Sewer Easement 10 feet wide, located in northwest corner portion of the Land, established by plat recorded in Volume 9539, Page 63, Bexar County Deed and Plat Records.
3. Variable width Interceptor Drainage Easement across a portion of Lot 3, established by plat recorded in Volume 9524, Page 81, Bexar County Deed and Plat Records.
4. Building setback line, 25 feet along a portion of Lambda Drive property line, as shown on plat recorded in Volume 9524, Page 81, Bexar County Deed and Plat Records.
5. Sanitary Sewer Easement, 16 feet wide overriding easterly line of the Land established by plat recorded in Volume 9521, Page 153-163, Bexar County Deed and Plat Records.
6. Drainage and Sanitary Sewer Easements along Omicron Drive established by plat recorded in Volume 9521, Pages 153-163, Bexar County Deed and Plat Records.
7. Sanitary Sewer, Electric and Gas Easement, 16 feet wide along Lambda Drive property line as shown on plat recorded in Volume 9521, Page 153-163, Bexar County Deed and Plat Records.
8. Terms and provisions of Industrial Development and Non-Annexation Agreement with the City of San Antonio recorded in Volume 3943, Page 1740, of the Real Property Records of Bexar County, Texas, as modified and extended pursuant to Ordinance of the City of San Antonio, No. 89183, recorded in Volume 7958, Page 1222, of the Real Property Records of Bexar County, Texas.
9. Terms and provisions of Fire Service Agreement with the City of San Antonio recorded in Volume 3943, Page 1725, of the Real Property Records of Bexar County, Texas, as modified and extended pursuant to Ordinance of the City of San Antonio, No. 89183, recorded in Volume 7958, Page 1222, of the Real Property Records of Bexar County, Texas.

VOL 8836 PG 0382

10. Terms and provisions of Boundary Agreement, dated April 6, 1989, recorded in Volume 4543, Page 100 and Volume 4550, Page 955, Real Property Records of Bexar County, Texas.
11. One-third of all oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 3891, Page 416, of the Real Property Records of Bexar County, Texas, as modified by a waiver of surface interest by instrument recorded in Volume 3891, Page 438, of the Real Property Records of Bexar County, Texas.
12. All oil, gas and other minerals of every character in and under the herein described property, reserved by instrument recorded in Volume 2247, Page 287, of the Real Property Records of Bexar County, Texas.
13. Electric, gas, telephone and cable TV easement, 14 feet wide, along Omicron Drive, as shown on plat recorded in Volume 9539, Page 63, Bexar County Deed and Plat Records of Bexar County, Texas.
14. Building setback line, 25 feet wide, along Omicron Drive, as shown on plat recorded in Volume 9539, Page 63, of the Deed and Plat Records of Bexar County, Texas.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
 STATE OF TEXAS, COUNTY OF BEXAR
 I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

APR 19 2001



Gerry Rickhoff
 COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
 BEXAR COUNTY, TX
 GERRY RICKHOFF, COUNTY CLERK

On Apr 19 2001
 At 3:07pm

Receipt #: 429514
 Recording: 17.00
 Doc/Mgmt: 6.00
 Doc/Num: 2001-0063649
 Deputy - Antonia Avina

VOL 8836 PG 0388

EXHIBIT B

1. Amended and Restated Declaration of Protective Covenants of record in Volume 8362, Page 1771, Real Property Records of Bexar County, Texas.
2. Drainage and Sanitary Sewer Easements, established by plat recorded in Volume 9521, Page 153-163, Bexar County Deed and Plat Records. (Tract I)
3. Sanitary Sewer, Electric and Gas Easements, established by plat recorded in Volume 9521, Page 153-163, Bexar County Deed and Plat Records. (Tract I)
4. Terms and provisions of Industrial Development and Non-Annexation Agreement with the City of San Antonio recorded in Volume 3943, Page 1740, of the Real Property Records of Bexar County, Texas, as modified and extended pursuant to Ordinance of the City of San Antonio, No. 89183, recorded in Volume 7958, Page 1222, of the Real Property Records of Bexar County, Texas.
5. Drainage easements and sanitary sewer easement established by plat recorded in Volume 9521, Page 153-163, Deed and Plat Records of Bexar County, Texas. (Tract II)
6. Terms and provisions of Fire Service Agreement with the City of San Antonio recorded in Volume 3943, Page 1725, of the Real Property Records of Bexar County, Texas, as modified and extended pursuant to Ordinance of the City of San Antonio, No. 89183, recorded in Volume 7958, Page 1222, of the Real Property Records of Bexar County, Texas.
7. Terms and provisions of Boundary Agreement, dated April 6, 1989, recorded in Volume 4543, Page 100 and Volume 4550, Page 955, Real Property Records of Bexar County, Texas.
8. One-third of all oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 3891, Page 416, of the Real Property Records of Bexar County, Texas, as modified by a waiver of surface interest by instrument recorded in Volume 3891, Page 438, of the Real Property Records of Bexar County, Texas.
9. All oil, gas and other minerals of every character in and under the herein described property, reserved by instrument recorded in Volume 2247, page 287, of the Real Property Records of Bexar County, Texas.

Exhibit "B"

Legal Description

A 1.411 acre tract of land out of Lot 1, Block 2, CB 4348, Texas Research Park Unit 1C as recorded in Volume 9524, Page 40 of the Deed and Plat Records of Bexar County, Texas and further being described by metes and bounds as follows:

COMMENCING: At the point of intersection of the east right-of-way of Lambda Drive (an 86-foot right-of-way) with the south right-of-way of Omicron Drive (an 86-foot right-of-way), as recorded in Texas Research Park, Phase 1 Subdivision, Volume 9521, Page 153 through 163 of the Deed and Plat Records of Bexar County, Texas;

THENCE: S 74°44'37" E, a distance of 25.47 feet to a point in the south right-of-way line of the aforementioned Omicron Drive for a point of curvature of a curve to the right;

THENCE: Southeasterly, with the aforementioned south right-of-way line of Omicron Drive, and with said curve to the right, said curve having a radial bearing of S 16°18'46" W, a central angle of 28°31'28", a radius of 657.00 feet, a long chord bearing and distance of S 59°25'30" E, 323.72 feet and an arc distance of 327.08 feet to a point of tangency;

THENCE: S 45°09'47" E, continuing with the aforementioned south right-of-way line of Omicron Drive, a distance of 48.86 feet to a set ½" iron rod and the POINT OF BEGINNING of the herein described tract of land;

THENCE: S 45°09'47" E, continuing along said right-of-way line a distance of 48.95 feet to a set ½" iron rod for an angle point;

THENCE: S 40°30'24" W, departing said right-of-way line, a distance of 16.05 feet to a set ½" iron rod for a point of curvature of a curve to the left;

THENCE: Southwesterly, with said curve to the left, said curve having a central angle of 23°49'59", a radius of 148.50 feet, a long chord bearing and distance of S 28°35'24" W, 61.33 feet and an arc distance of 61.77 feet to a set ½" iron rod for a point of tangency;

THENCE: S 16°40'24" W, a distance of 173.74 feet to a set ½" iron rod for an angle point;

THENCE: N 73°35'13" W, a distance of 243.12 feet to a set ½" iron rod for an angle point;

THENCE: N 16°24'46" E, a distance of 284.31 feet to a set ½" iron rod, said point being a point on a curve to the right;

THENCE: Southeasterly, with said curve to the right, said curve having a radial bearing of S 29°21'19" W, a central angle of 15°28'55", a radius of 582.00 feet, a long chord bearing and distance of S 52°54'13" E, 156.78 feet and an arc distance of 156.26 feet to a set ½" iron rod for a point of tangency;

THENCE: S 45°09'47" E, a distance of 77.56 feet to a set ½" iron rod for a point of curvature of a non-tangent curve to the right;

THENCE: Northwesterly with said curve to the right, said curve having a radial bearing of S 67°39'35" E, a central angle of 19°32'51", a radius of 183.50 feet, a long chord bearing and distance of N 32°06'50" E, 62.30 feet and an arc distance of 62.60 feet to a set ½" iron rod and a point of reverse curvature;

THENCE: Northwesterly with a curve to the left, said curve having a central angle of 87°03'03", a radius of 15.00 feet, a long chord bearing and distance of N 01°38'15" W, 20.66 feet and an arc distance of 22.79 feet to the POINT OF BEGINNING and containing 1.411 acre (61,449 square feet) of land, more or less, Bexar County, Texas.



2000-0051829

JAMES M. SUMMERS

THE TEXAS RESEARCH PARK
SAN ANTONIO, TEXAS

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS

NOTICE: ADDITIONAL RESTRICTIONS APPLICABLE TO THE TEXAS RESEARCH PARK ARE CONTAINED IN THE TEXAS RESEARCH PARK MASTER PLAN WHICH IS AN INTEGRAL PART OF THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS. THE MASTER PLAN MAY BE AMENDED FROM TIME TO TIME, AND ALL OWNERS OF SITES WITHIN THE TEXAS RESEARCH PARK SHALL BE SUBJECT TO THE REQUIREMENTS OF THE MASTER PLAN AS AMENDED, NOTWITHSTANDING THAT ANY OR ALL OF SUCH AMENDMENTS ARE NOT FILED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF THE COUNTY OR COUNTIES IN WHICH SUCH SITES ARE LOCATED. THE MASTER PLAN AND ANY AMENDMENTS THERETO ARE AVAILABLE UPON REQUEST FROM THE TEXAS RESEARCH PARK FOUNDATION. IN THE EVENT OF A CONFLICT BETWEEN THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND THE MASTER PLAN, THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS (INCLUDING ALL AMENDMENTS THERETO, IF ANY) SHALL GOVERN AND CONTROL.

FILE 8362 PG 1771

WHEN RECORDED RETURN TO:

James M. Summers
Fulbright & Jaworski
Suite 2200
300 Convent Street
San Antonio, Texas 78205
(210) 270-7176

TABLE OF CONTENTS

ARTICLE I - PURPOSES 3
 Section 1.1. Goals of the Texas Research Park 3

ARTICLE II - DEFINITIONS 3
 Section 2.1. Definitions 3

ARTICLE III - PROPERTY SUBJECT TO RESTATED DECLARATION 7
 Section 3.1. Property Subject to Declaration 7
 Section 3.2. Expansion of the Texas Research Park 7
 Section 3.3. Supplemental Declarations 8

ARTICLE IV - ROLE OF TRPF 8
 Section 4.1. Functions 8
 Section 4.2. Assignment and Release of Liability 10
 Section 4.3. Assignment and Conveyance by TRPF 10

ARTICLE V - THE TEXAS RESEARCH PARK PROPERTY OWNERS' COMMITTEE ... 11
 Section 5.1. Formation of Committee 11
 Section 5.2. Voting Rights 11
 Section 5.3. Committee Functions 11
 Section 5.4. Meetings 11

ARTICLE VI - ASSESSMENTS 11
 Section 6.1. Covenant to Pay Assessments 11
 Section 6.2. Purposes of Assessments 12
 Section 6.3. Calculation of Pro Rata Share of Assessments 12
 Section 6.4. Assessments for Repairs and Maintenance of a Site 12
 Section 6.5. Liability for Assessments 12

ARTICLE VII - THE TEXAS RESEARCH PARK MASTER PLAN 13
 Section 7.1. Master Plan 13
 Section 7.2. Amendments to Master Plan 14

ARTICLE VIII - EASEMENTS 14
 Section 8.1. Appurtenant Easements 14
 Section 8.2. Utility Easements 14
 Section 8.3. Foundation Easements 15
 Section 8.4. Floodway and Drainage Easements 15

VOL 8362 PG 1772

Section 8.5. <u>Monument Easements</u>	15
Section 8.6. <u>Right of Photography and Access for Marketing Purposes</u>	15
Section 8.7. <u>Extent of Easements</u>	16
ARTICLE IX - DESIGN REVIEW COMMITTEE	16
Section 9.1. <u>Composition and Designation of Committee</u>	16
Section 9.2. <u>Powers and Functions of DRC</u>	17
ARTICLE X - THE DESIGN REVIEW PROCESS	19
Section 10.1. <u>Plan Review Procedures</u>	19
Section 10.2. <u>Design Review Procedures.</u>	20
ARTICLE XI - PLANNED DEVELOPMENT	25
Section 11.1. <u>Prohibited Uses</u>	25
Section 11.2. <u>Design Guidelines</u>	26
ARTICLE XII - CONSTRUCTION REGULATIONS AND REQUIREMENTS	41
Section 12.1. <u>Construction Regulations</u>	41
Section 12.2. <u>As-Built Survey.</u>	43
Section 12.3. <u>Issuance of Certificates</u>	43
ARTICLE XIII - RULES AND REGULATIONS; MAINTENANCE GUIDELINES	44
Section 13.1. <u>Rules and Regulations</u>	44
Section 13.2. <u>Enforcement</u>	45
ARTICLE XIV - CASUALTY AND EMINENT DOMAIN	45
Section 14.1. <u>Casualty</u>	45
Section 14.2. <u>Common Use Areas</u>	46
Section 14.3. <u>Eminent Domain</u>	46
ARTICLE XV - RIGHT OF FIRST REFUSAL	46
Section 15.1. <u>Right of TRPF</u>	46
Section 15.2. <u>Subordination of Right</u>	47
Section 15.3. <u>Exception for Exempt Owners</u>	47
ARTICLE XVI - EXCULPATION	48
ARTICLE XVII - GENERAL PROVISIONS	48
Section 17.1. <u>Duration</u>	48
Section 17.2. <u>Amendments</u>	49
Section 17.3. <u>Assignment of Rights and Duties</u>	49
Section 17.4. <u>Execution of Documents</u>	49

VOL 8362 PG 1773

Section 17.5. Incorporation and Binding Effect 49
Section 17.6. Enforcement 49
Section 17.7. Severability 50
Section 17.8. Interpretation 50
Section 17.9. Governing Law 50
Section 17.10. Mineral Reservation 50
Section 17.11. Number and Gender 50
Section 17.12. Authority 51
Section 17.13. Multiple Counterparts 51

VOL 8362 PG 1774

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE TEXAS RESEARCH PARK

This AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THE TEXAS RESEARCH PARK (this "Restated Declaration") is made and executed this ___ day of ____, 199_ by the TEXAS RESEARCH PARK FOUNDATION (f/k/a Texas Research and Technology Foundation), a Texas non-profit corporation ("TRPF") acting herein by and through its duly authorized officers;

WITNESSETH:

WHEREAS, the Texas Research Park consists of that certain tract of land comprised of approximately 1,236 acres, more or less, situated in Bexar County, Texas and Medina County, Texas and being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Subject Property"); and

WHEREAS, TRPF, the Trustees (the "Trustees") of the Texas Research and Technology Trust, and Concord Oil Company ("Concord") adopted that certain Declaration of Protective Covenants of the Texas Research Park (the "Original Declaration") dated December 19, 1991, and recorded in Volume 5224, Page 638, of the Official Public Records of Real Property of Bexar County, Texas, and in the Official Public Records of Real Property in Medina County, Texas, which described and covered the Subject Property; as amended and modified by that certain Supplemental Declaration of Protective Covenants of the Texas Research Park (the "Supplemental Declaration") dated December 19, 1991, recorded in Volume 5224, Page 752, of the Official Public Records of Real Property of Bexar County, Texas, which described and covered certain land conveyed by TRPF to Southwest Foundation for Biomedical Research ("Southwest Foundation"); and

WHEREAS, Concord executed that certain Memorandum of Release and Termination of Rights Under the Declaration dated August 16, 1993, and recorded in Volume 5763, Page 1030, of the Official Public Records of Real Property of Bexar County, Texas, and recorded in Volume 202, Page 431, of the Official Public Records of Medina County, Texas, whereby Concord released and terminated all of its rights and interests in the Original Declaration; and

WHEREAS, the Trustees executed that certain Release of Memorandum of Trust as of August 4, 1993, and recorded in Volume 5763, Page 1034, of the Official County Records of Real Property of Bexar County, Texas, and recorded in Volume 202, Page 434, of the Official Public Records of Medina County, Texas, whereby the Trustees agreed to the termination and revocation of the Texas Research and Technology Trust; and

WHEREAS, Concord executed that certain Memorandum of Release and Termination of Conditions Under The Foundation Deed and The Trust Deed dated August 16, 1993, and recorded in Volume 5763, Page 1023, of Official Records of Real Property of Bexar, County, Texas, and recorded in Volume 202, Page 425, of the Official Public Records of Medina, County, Texas, whereby Concord released and terminated certain conditions, covenants, restrictions, and reservations that Concord, as Grantor of the two tracts of land which originally constituted the Texas Research Park, had stipulated should run with the Subject Property;

WHEREAS, the Southwest Foundation executed that certain Memorandum of Release and Termination of Rights Under the Supplemental Declaration dated _____, 1998, and recorded in Volume ____, Page ____, of the Official Public Records of Real Property of Bexar, County, Texas, whereby Southwest Foundation released and terminated all of its rights, titles, and interests in the Supplemental Declaration; and

WHEREAS, the only remaining covenants, conditions, restrictions, and reservations which are binding upon the Subject Property are set forth in the Original Declaration and Supplemental Declaration;

WHEREAS, it is the desire of TRPF and other owners of land located within the Texas Research Park to restate the Original Declaration and Supplemental Declaration so that the covenants, conditions, restrictions and reservations, each and all of which is and are for the benefit of said land and for each owner thereof, shall be fully and completely set forth in this Amended and Restated Declaration; and

WHEREAS, TRPF desires and intends that the Subject Property shall be developed subject to certain protective covenants as hereinafter set forth, in order to insure the improvement, operation, maintenance, and preservation of the Subject Property as a research park devoted to scientific research, education, development, and related manufacturing activities; and

WHEREAS, TRPF desires and intends that the Subject Property shall be held, sold, conveyed, leased, mortgaged, occupied, and otherwise dealt with subject to the covenants, easements, conditions, restrictions, reservations, liens, and charges, set forth herein; and further, that the covenants, easements, conditions, restrictions, reservations, liens, and charges described herein shall run with the Subject Property, and shall be binding upon all parties having or acquiring any right, title, or interest in the Subject Property or any portion thereof, and shall inure to the benefit of each and every Owner (as hereinafter defined).

NOW THEREFORE, for and in consideration of the premises hereof and in the best interests of the Texas Research Park, the following provisions are hereby adopted as the Amended and Restated Declaration of Restrictive Covenants Of The Texas Research Park, hereby completely and comprehensively amending, superseding, substituting and replacing all prior covenants, conditions, restrictions and reservations.

ARTICLE I - PURPOSES

Section 1.1. Goals of the Texas Research Park. The purpose of the Texas Research Park is to foster economic development in the State of Texas by supporting the advancement of science, education, and the commercialization of research findings. Scientific endeavors lead to new economic opportunity and new products and processes which not only stimulate free enterprise but also improve the condition of human living. The natural environment and physical setting of the Texas Research Park facilitate such productive work and creative scientific pursuits. The Texas Research Park shall be used for basic research, applied research, developmental research and related manufacturing, product testing and development, and the commercialization of technology, as well as all activities which directly support these functions or contribute to the goals of advanced technology job creation and economic development.

Section 1.2. Objectives of this Restated Declaration. The covenants, easements, conditions, restrictions, reservations, liens, and charges described in this Restated Declaration are imposed upon the Subject Property for the following purposes:

- (a) To assure Owners that the Texas Research Park shall be used and improved in a manner consistent with the goals described in Section 1.1 hereof and as may otherwise be set forth in this Restated Declaration;
- (b) To provide an orderly and comprehensive plan of development for the Subject Property that ensures installation of necessary infrastructure;
- (c) To maintain and foster a natural setting in harmony with the terrain and vegetation of the Texas Hill Country;
- (d) To encourage the use of suitable building materials and architectural designs in the construction of all Improvements (as hereinafter defined) resulting in an aesthetically pleasing built environment conducive to research, development, education, and related manufacturing activities; and
- (e) To control the location of Improvements, including streets and walkways, thereby facilitating vehicular and pedestrian access and circulation and promoting communication among users of the Texas Research Park.

ARTICLE II - DEFINITIONS

Section 2.1. Definitions. The terms defined in this Article II shall have the meanings herein specified for purposes of this Restated Declaration, unless the context otherwise requires.

"Additional Declaration" shall mean this Restated Declaration as it may, from time to time, be amended to extend the scheme of this Restated Declaration to properties not then subject to this

Restated Declaration, in accordance with Section 3.2 hereof. When an Additional Declaration is recorded in the official public records of real property of the county or counties where the real property which is the subject thereof is located, then such additional real property shall be deemed included within the term "Subject Property."

"Assessments" shall mean a charge against an owner and such Owner's Site made in accordance with and for the purposes set forth in Article VI hereof.

"Building" shall mean a structure designed, built, or occupied as a roofed enclosure for use by Owners to conduct the research and development activities authorized in this Restated Declaration.

"Committee" shall mean the Texas Research Park Property Owners' Committee as described in Article V of this Restated Declaration.

"Common Expenses" shall mean expenses incurred for maintenance, operation, and other services authorized to be performed by TRPF, or its successors, with respect to the Texas Research Park, including without limitation, expenses pertaining to the Common Property, the Common Use Areas, and Surface Water Management System.

"Common Property" shall mean any property acquired by or leased to TRPF for purposes of maintenance, operation, and other services related to the Texas Research Park, including without limitation the Common Use Areas and the Surface Water Management System.

"Common Use Areas" shall mean that portion of the Subject Property in which TRPF has a fee simple or an easement interest and in which no Improvements may be constructed, except for sidewalks, hike and bicycle trails, and other structures which may be approved by the Design Review Committee. The Common Use Areas shall be landscaped in accordance with the standards set forth in the applicable provisions of the Design Guidelines, and shall be composed of all areas designated as Common Use Areas in the Master Plan. The Common Use Areas shall be devoted to the common enjoyment of Owners of Sites in the Texas Research Park, their employees, guests, lessees, and invitees, but excluding members of the general public, except for education areas approved by the Texas Research Park Property Owners Committee.

"Conforming Ground Lease" shall mean a ground lease executed by TRPF as lessor covering a Site for a term of twenty (20) or more years.

"Dedicated Right-of-Way" shall mean each of those areas designated in the Master Plan and each Final Subdivision Plat which is dedicated or capable of dedication to the public for vehicular and pedestrian access in and through the Texas Research Park.

"Design Guidelines" shall mean the requirements, standards, guidelines, objectives, and procedures for the design, placement, and construction of Improvements in the Texas Research Park

as set forth in Section 11.2 of Article XI hereof. The Design Guidelines shall be promulgated by TRPF and may be revised and updated from time to time in accordance with Section 9.2(g) hereof. The DG shall serve to control and guide the Design Review Committee (as hereinafter defined) in its design review and approval process as described in this Restated Declaration.

“Design Review Committee” or “DRC” shall refer to the committee established pursuant to Article IX hereof and charged with reviewing all plans for the location, design, and construction of Improvements to be located within the Texas Research Park.

“Final Subdivision Plat” shall mean a subdivision plat of any portion of the Subject Property which has been approved by TRPF, the DRC, and all applicable Governmental Agencies, accepted for filing by the County Clerk of the county where such real property is located, and filed for record in the plat records of such county.

“Governmental Agencies” shall mean the City of San Antonio, County of Bexar, County of Medina, State of Texas, the United States, or any other public entity having jurisdiction over the Subject Property or over the construction of Improvements, including but not limited to, the development, use, occupancy, or operation thereof.

“Improvements” shall mean any sidewalk, driveway, Building, parking or loading area, roadway, fence, wall, pole, sign, lighting fixture, or other structure, or any portion thereof (including, but not limited to, tenant finish improvements) whether preliminary, temporary, or permanent, constructed or placed, or intended to be placed, upon any portion of any Site. “Improvements” shall, where appropriate to the context, include clearing, grading, grubbing, landscaping, and any modification, expansion, demolition, or removal of any existing Improvement or any portion thereof or of any Improvement which may be hereafter placed upon any Site within the Subject Property.

“Maintenance Guidelines” shall mean a set of standards and procedures developed by TRPF as set forth in Article XIII hereof, subject to revision from time to time by TRPF, which shall establish standards, requirements, and procedures for maintenance of Sites, Improvements, Common Use Areas, and the Surface Water Management System.

“Master Plan” shall mean a master plan developed by TRPF which illustrates the location of easements, Common Use Areas, Dedicated Rights-of-Way, existing and proposed Improvements, and such other features of the Texas Research Park as TRPF may include thereon. The Master Plan may be amended from time to time pursuant to the provisions of Article VII hereof. A copy of the current Master Plan is available from TRPF upon request.

“Mortgage” shall mean a deed of trust, a mortgage, and all other documents filed in the official public records of real property of the county or counties where the Site which is the subject of such Mortgage is located, and acting or purporting to act as security for any indebtedness incurred to finance the purchase of a site or the construction of Improvements thereon.

“Notice” shall mean the dispatch of any document by: (i) courier or personal delivery, or (ii) certified mail, with postage prepaid, return receipt requested, to the last known address according to the records of TRPF of the person or entity to whom such Notice is to be given. Notice to one (1) of two (2) or more co-Owners shall constitute Notice to all such co-Owners. Notice shall be effective at the time of delivery if by courier or personal delivery, or in the event of notice by certified United States Mail, the date following forty-eight (48) hours after the date upon which the sealed envelope containing the document is postmarked by the U.S. Postal Service.

“Owner” shall mean (i) the record owner of fee simple title to a Site, or (ii) a lessee of TRPF under a Conforming Ground Lease, whether such fee simple owner or ground lessee be one or more individuals, persons, firms, or legal entities. The term “Owner” shall not refer to a holder of a Mortgage, such holder’s successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or a deed in lieu of foreclosure. The term “Owner” shall not mean or refer to any lessee of any Owner or to TRPF.

“Prohibited Uses” shall mean those purposes for which Sites and structures thereon may not be designed, occupied, or used pursuant to Section 11.1 of this Restated Declaration.

“Research Commons” shall mean that portion of the Subject Property containing approximately two hundred (200) acres more particularly described in Exhibit C attached hereto.

“Rules and Regulations” shall mean the rules and regulations as set forth in Article XIII hereof and promulgated by TRPF pursuant to Section 4.1(g) as they may, from time to time, be amended.

“Setback Line” shall mean each line designated in the Design Guidelines as a Setback line. Within the area from the Setback Line to the nearest parallel boundary line of a Site, no Improvements shall be constructed without the approval of the DRC.

“Signs” shall mean all signs, names, insignia, trademarks, logos, and descriptive words or material of any kind affixed, inscribed, erected, or maintained upon the Subject Property or upon any Improvement located thereon.

“Site” shall mean each separate parcel of real property within the Subject Property which is held under a conveyance or a Conforming Ground Lease by an Owner, as such parcel is described in: (i) the instrument of conveyance recorded in the official public records of real property in the county or counties in which such parcel is located, or (ii) in the Conforming Ground Lease by TRPF to an Owner.

“Subject Property” shall mean the real property more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with such additional property to which the scheme of this Restated Declaration is extended pursuant to Section 3.2 hereof.

“Supplemental Declaration” shall mean a supplement to this Restated Declaration which may be filed with respect to any portion of the Subject Property as provided in Section 3.3.

“Surface Water Management System” shall mean that portion of the Dedicated Rights-of-Way, Common Use Areas, and drainage easements used in connection with the retention, drainage, and control of surface water throughout the Texas Research Park, consisting of but not limited to, streets, swales, inlets, lakes, culverts, outfalls, storm drains, and the like, and all connecting pipes and easements.

“Texas Research Park” shall be synonymous with the term “Subject Property” and shall mean all of the real property, as such may be added to or subtracted from pursuant to the terms of this Restated Declaration and the Trust, now or hereafter made subject to this Restated Declaration.

“TNRCC” shall mean the Texas Natural Resource Conservation Commission.

“TRPF” shall mean the Texas Research Park Foundation, a Texas non-profit corporation. Wherever the term Foundation is used in this Restated Declaration, such term shall include any person or entity to which TRPF may assign its rights, privileges, duties, and obligations hereunder, which are and shall be assignable, in whole or in part, but only to the extent specifically so identified by an instrument in writing executed and recorded by TRPF in accordance with Section 17.3 hereof. The sale of any portion of the Subject Property by TRPF shall not, by itself, constitute an assignment of any of the rights, privileges, duties, or obligations of TRPF.

ARTICLE III - PROPERTY SUBJECT TO RESTATED DECLARATION

Section 3.1. Property Subject to Declaration. The real property subject to this Restated Declaration shall be the Subject Property. In order to advance the goals described in Article I hereof, TRPF intends to develop or cause to be developed the Subject Property in accordance with this Restated Declaration and the Master Plan, as such may be amended from time to time. All of the Subject Property and any right, title, or interest therein shall be owned, held, leased, sold, and conveyed by TRPF, and any subsequent owner of any part thereof, subject to this Restated Declaration and the covenants, easements, conditions, restrictions, reservations, liens, and charges set forth herein, except as may otherwise be expressly provided in this Restated Declaration.

Section 3.2. Expansion of the Texas Research Park. If TRPF is the owner of any real property which TRPF desires to add to the scheme of this Restated Declaration or if TRPF consents, as herein provided, to the addition of real property owned by any other person or entity, such real property may be added to the scheme of this Restated Declaration by filing of record an Additional Declaration, which shall extend the scheme of the covenants, conditions, and restrictions of this Restated Declaration to such property. If any person or entity other than TRPF desires to add real property to the scheme of this Restated Declaration, then TRPF must give prior written approval of the Additional Declaration covering such real property, which approval may be granted or withheld

by TRPF in TRPF's sole discretion. Any Additional Declaration filed by any person or entity other than TRPF which does not include the written approval of TRPF as a part thereof shall be void. Each Additional Declaration shall include a metes and bounds description of the real property which is the subject thereof. All real property from time to time made a part of the Texas Research Park pursuant to the terms of this Section 3.2 shall be included within the definition of "Subject Property."

Section 3.3. Supplemental Declarations. TRPF or any Owner of a Site may record Supplemental Declarations as to any portion of the Subject Property then owned or leased by it under a Conforming Ground Lease. TRPF shall have the right of prior written approval of all Supplemental Declarations filed by an owner, which approval may be granted or withheld by TRPF in TRPF's sole, absolute, and unfettered discretion. Any Supplemental Declaration filed by an owner which does not include the written approval of TRPF as a part thereof shall be void. In no event shall any Supplemental Declarations be permitted which revoke, waive, or amend any of the provisions of this Restated Declaration, any other Supplemental Declaration, or any Additional Declaration without the prior written approval of TRPF.

ARTICLE IV - ROLE OF TRPF

Section 4.1. Functions. TRPF shall have the power to perform the following functions:

(a) Qualification as Permitted Land Use and Evidence of Financial Capability. TRPF shall have the sole power to make the determination whether a proposed use is permitted under the terms of Section 11.1 of this Restated Declaration. Prior to commencing the design review process described in Article X of this Restated Declaration, an Owner or prospective owner, shall submit to TRPF in writing information requested by TRPF in order to make the herein described determination, including information on the nature of the proposed use, number of employees, categories of their employment, and description of any support services. In addition, if the Owner, prospective owner, or a tenant of the proposed Improvements, is already engaged in a permitted use on the Subject Property, this fact shall be documented in writing for TRPF. TRPF shall have the right to require an Owner or Prospective Owner to submit evidence of financial capability to complete the construction of the proposed Improvement. TRPF shall use its best efforts to notify in writing the owner or prospective owner of its decision within thirty (30) days following receipt by TRPF of all the information requested.

(b) General Maintenance. As reasonably necessary, which necessity shall be determined by TRPF in its sole discretion, TRPF shall undertake the following actions: (1) to provide maintenance for the Common Use Areas and Surface Water Management System; (2) to provide maintenance for all Dedicated Rights-of-Way to the extent any applicable Governmental Agencies have not accepted such Dedicated Rights-of-Way for maintenance or do not perform such maintenance; (3) to provide maintenance for any property located within the Texas Research Park with respect to which TRPF has accepted or reserved an easement; (4) to supplement the services provided by any Governmental Agencies to the

extent authorized to do so by such Governmental Agencies; and (5) to provide special maintenance or services for particular areas in the Texas Research Park which TRPF deems desirable. TRPF reserves a perpetual irrevocable right of access over, upon, across, or under any Site to provide any maintenance or services required or authorized to be performed or undertaken by TRPF; provided, however, such right of access shall not unreasonably interfere with the use and construction of Improvements on the Subject Property and, to the extent practicable, the usual and customary routes of ingress and egress shall be utilized. TRPF shall at all times use reasonable efforts to avoid damage to Sites and the Improvements thereon, to restore disturbed areas, and to protect Owners against loss or claims by contractors or others claiming by, through, or under TRPF.

(c) Enforcement. TRPF shall have the power to take any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Subject Property.

(d) Management. TRPF shall perform or arrange for the performance of administrative services for the benefit of the Texas Research Park, including, but not limited to, legal, accounting, financial, communication services, and waste management. TRPF shall have the right but not the obligation to enter into management agreements, service contracts, and other agreements to provide for the operation and maintenance of the Texas Research Park.

(e) Insurance. TRPF shall purchase and maintain in effect general liability, and hazard insurance covering Improvements and activities in the Common Use Areas, and such other insurance and in such amounts as TRPF deems necessary in its sole discretion.

(f) DRC and the Design Guidelines. TRPF and the Committee shall make appointments to the DRC in accordance with Section 9.1 of this Restated Declaration. TRPF and the Committee shall promulgate the Design Guidelines, which shall be subject to amendment pursuant to Section 9.2(g) hereof. In the event of any conflict between the Design Guidelines and applicable regulations of Governmental Agencies, the more restrictive standards shall control; provided, however, that if any standards imposed by the DRC are violative of any applicable regulation of Government Agencies, then the standards imposed by the Design Guidelines shall control only to the extent that such are not violative of the applicable regulations of Governmental Agencies. The Design Guidelines shall describe the application requirements, submittal procedures, and other related matters pertinent to development of any portion of the Subject Property.

(g) Regulations and Maintenance Guidelines. TRPF may, from time to time, with the consent of the Committee, amend the Rules and Regulations and Maintenance Guidelines, but such amended Rules and Regulations and Maintenance Guidelines shall have no force or effect until approved by the Committee in accordance with Section 5.2 herein. TRPF shall publish and enforce the Rules and Regulations and Maintenance Guidelines with respect to the Subject Property which are set forth in Article XIII hereof. The Rules and

VOL 8362 PG 1783

Regulations may establish use fees respecting the use of the Common Use Areas and any facilities owned or operated by TRPF.

(h) Lighting. TRPF shall have the power to (but not be under any obligation to) provide lighting of Dedicated Rights-of-Way and Common Use Areas, in accordance with the Master Plan, the Design Guidelines, and applicable regulations of Governmental Agencies.

(i) Construction. TRPF shall have the power to construct Improvements on the Common Use Areas, the Surface Water Management System, and easements held or reserved by TRPF, consistent with the Master Plan.

(j) Maintenance of Sites. TRPF shall provide exterior maintenance upon any Improvement or Site located within the Subject Property which, in the judgment of TRPF exercised in good faith, requires such maintenance in accordance with the Maintenance Guidelines. TRPF shall notify the Owner of any such Site in writing, specifying the nature of the condition to be corrected, and if the owner has not corrected such condition within fifteen (15) days after the date of such Notice, TRPF may correct such condition; provided, however, TRPF may immediately correct such condition without giving the Owner such Notice if, in TRPF's judgment, exercised in good faith, an emergency or hazardous condition exists. The costs of such maintenance shall be assessed against the Site and owner and may be collected as an Assessment in accordance with the provisions of Article VI hereof. For the purpose of performing the exterior maintenance authorized by this provision, the Owners hereby grant TRPF's duly authorized agents or employees the right to enter upon any Site or Improvements.

(k) Assessments. TRPF shall have the power to carry out any of the functions and services specified in this Section 4.1 using the proceeds from Assessments, as described in Article VI hereof.

Section 4.2. Assignment and Release of Liability. To the extent that TRPF undertakes to perform any of the functions described in Section 4.1 hereof or elsewhere in this Restated Declaration, and to the extent authorized by the laws and constitution of the State of Texas, each Owner agrees that TRPF shall not be liable to such Owner or to any person or entity claiming by, through, or under such Owner, for damages to persons or property caused by TRPF, its contractors, licensees, agents, servants, employees, or any person on a Site by the consent, invitation, or sufferance of TRPF related to the performance by TRPF of such functions. This release of liability by each Owner shall expressly include the Trustees and officers of TRPF.

Section 4.3. Assignment and Conveyance by TRPF. TRPF shall have the power to delegate to or convey any of its functions or properties to any Governmental Agency or public utility for public purposes consistent with the intended use of such property. To the extent permitted by such Governmental Agency or public utility, TRPF shall retain concurrent authority to perform any such delegated functions and to maintain such conveyed properties. TRPF shall retain the non-exclusive

right to represent the interest of all Owners in assuring that delegated functions are performed and that properties so conveyed are maintained. In addition, TRPF shall have the power to assign its rights, privileges, duties, and obligations, in whole or in part, pursuant to Section 17.3 of this Restated Declaration.

ARTICLE V - THE TEXAS RESEARCH PARK PROPERTY OWNERS' COMMITTEE

Section 5.1. Formation of Committee. There is hereby established the "Texas Research Park Property Owners' Committee." Each Owner shall be and remain a member of the Committee for so long as such owner remains (i) the record owner of fee simple title to a Site, or (ii) a lessee of TRPF under a Conforming Ground Lease.

Section 5.2. Voting Rights. Each Owner shall be entitled to ten (10) votes in Committee matters for every full acre owned, and a proportionate whole number of votes for every fraction of an acre owned (rounded to the nearest whole number). Except as otherwise provided in this Restated Declaration, all Committee consents and approvals required under this Restated Declaration shall be evidenced by a favorable vote of the majority of votes cast at a duly called meeting of the Committee at which the Owners who hold a majority of the votes entitled to be cast are present, either in person or by proxy.

Section 5.3. Committee Functions. The Committee shall have all rights, powers, and duties consistent with this Restated Declaration. Additionally, the Committee may exercise such functions as may, from time to time, be requested by TRPF. The Committee may establish its own operating procedures for the conduct of affairs, which shall include reasonable written notice to each member prior to any meeting.

Section 5.4. Meetings. Meetings of the Texas Research Park Property Owners Committee may be held in person, by mail, by FAX, or by telephone.

ARTICLE VI - ASSESSMENTS

Section 6.1. Covenant to Pay Assessments. Each Owner of any Site shall, by acceptance of a deed or instrument of conveyance therefor, regardless of whether it shall be so expressed in any such deed or other instrument of conveyance, be deemed to covenant and agree to all the terms and provisions of this Restated Declaration and to pay TRPF the Assessments, which shall be fixed, established and collected from time to time as hereinafter provided. Such Assessments, together with interest thereon and costs of collection, shall be the personal obligation of the Owner of the Site at the time when the Assessments first became due and payable. In the case of co-ownership of a Site, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessments, together with interest thereon and costs of collection, equipment, materials, management, and supervision necessary to carry out TRPF's authorized functions set forth in this Restated Declaration, including the costs of operating the DRC.

Section 6.2. Purposes of Assessments. Subject to the approval by the Committee of the annual budget, as provided below in this Section 6.2, Assessments shall be collected by TRPF to cover the expenses of the maintenance, enhancement, and operation of the Texas Research Park, including without limitation, the Common Property, the Surface Water Management System and the Common Use Areas. Assessments may also be used for (a) the payment of taxes and insurance on the Common Property, and Common Expenses, (b) the costs of maintenance, repair, or replacement of Common Property, (c) the cost of any maintenance, repair or replacement of an Improvement owned, leased, or maintained by TRPF in the performance of its authorized functions under this Restated Declaration or with respect to which TRPF is otherwise obligated, pursuant to this Restated Declaration, to accomplish the construction or maintenance thereof, and (d) the costs of professional and other services, labor, equipment, materials, management, and supervision necessary to carry out TRPF's authorized functions set forth in this Restated Declaration, including the costs of operating the DRC. Assessments may be made only for such expenditures that are contained in an annual budget approved by the Committee in accordance with Section 5.2 herein for each fiscal year. Assessments for any non-budgeted expenditures shall not be made unless approved by the Committee in accordance with Section 5.2 herein.

Section 6.3. Calculation of Pro Rata Share of Assessments. Each Owner shall be obligated to pay TRPF such Owner's pro rata share of the costs herein described within thirty (30) days after receipt of written notice by TRPF of the amount of such costs assessed against such Site. An Owner's pro rata share shall be calculated by multiplying the periodic aggregate costs of the improvement, maintenance, enhancement, and operation of the Texas Research Park by a fraction, the numerator of which shall be the total square feet of the Subject Property owned or leased pursuant to a Conforming Ground Lease by such Owner plus the total square feet of Improvements located on such Owner's Site, and the denominator of which shall be the total square feet then declared to be included in the Subject Property, excluding Dedicated Right-of-Way, plus the total square feet of Improvements located on the Subject Property.

Section 6.4. Assessments for Repairs and Maintenance of a Site. As provided in Section 4.1(k) of this Restated Declaration, TRPF shall have the right to assess against a particular Site and the Owner thereof the cost of correcting any deficiency in the repair or maintenance of such Site and the Improvements and landscaping located on such Site. The amount of such Assessment shall be equal to the cost incurred with respect thereto plus ten percent (10%) of such costs for administration.

Section 6.5. Liability for Assessments. Assessments levied pursuant to this Restated Declaration, together with interest, costs, and such reasonable attorneys' fees as may be associated with the collection thereof (whether suit be brought or not), shall be a charge and a continuing lien upon each Site with respect to which any such Assessment is made or levied. Additionally, each such Assessment, together with interest at a rate equal to the lesser of: (i) 18% or (ii) the highest rate of interest then allowed by the laws of Texas, costs, and reasonable attorneys' fees associated with the collection thereof, shall also be the personal obligation and liability of the Owner of such Site at the time such Assessment is made or levied. Such personal liability for Assessments made or levied

pursuant to this Restated Declaration prior to the conveyance or lease pursuant to Conforming Ground Lease of a particular Site shall not, by virtue of any such conveyance or lease, pass to such owner's successor in title. The lien of the Assessments provided for herein shall be subordinate to the lien of any bona fide first Mortgage on a particular Site. The sale, transfer, or lease of any Site shall not affect the viability of an Assessment lien; provided, however, that the sale or transfer of any Site pursuant to proceedings in foreclosure of a bona fide first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer of a Site shall relieve such Site or the Owner thereof from the personal obligation or liability for the payment of any Assessments thereafter becoming due or from the lien securing the same. Any Assessment not paid within thirty (30) days after the date of its initial levy by TRPF shall become a lien upon the Site with respect to which such Assessment has been so made or levied. Bona fide third party purchasers of the affected Site shall have no notice or liability on account thereof until such time as a written notice of such lien has been filed in the official public records of real property in the county or counties where such Site is located. Any such unpaid Assessment shall bear interest from the initial due date thereof at a rate of interest equal to the lesser of: (i) 18% or (ii) the highest rate then allowed by the laws of Texas. TRPF shall, at any time following the expiration of said thirty (30) day period, be entitled to bring an action at law against the Owner of the Site personally obligated for the payment of such Assessment, as aforesaid, and to foreclose the lien upon the Site affected by such unpaid Assessment. In either event, TRPF shall be entitled to recover in any such action the amount of such Assessment, together with interest thereon and such costs and reasonable attorneys' fees associated with the collection thereof as may be awarded by the court. The provisions of this section do not apply to an Owner, or to the property of such an Owner, that is the State of Texas or the United States of America or an agency or department of either, or to an institution of higher education, as that term is defined in Section 61.003 of the Texas Education Code, as it may be amended from time to time (all of the foregoing Owners are individually and collectively called the "Exempt Owner(s)"). No amendment to this Section 6.5 may be made without the written consent of all Exempt Owners.

Section 6.6. Exception for Governmental Entities. Notwithstanding anything in this Restated Declaration to the contrary, if the United States of America (the "U.S."), the State of Texas (the "State"), or any agency or department thereof should become the Owner of any real property which is from time to time included within the Texas Research Park and otherwise subject to this Restated Declaration, the TRPF may, in its sole discretion, waive or reduce the amount of any Assessments otherwise fully chargeable to the U.S. or State as Owners of Sites pursuant to this Article VI.

ARTICLE VII - THE TEXAS RESEARCH PARK MASTER PLAN

Section 7.1. Master Plan. The Master Plan shall be promulgated by TRPF and shall indicate, among other matters, the desired relationship of Improvements, interior circulation, landscaping, and drainage areas within the Texas Research Park. The purpose of such development standards shall be the maintenance of the basic character of the Texas Research Park as a setting for scientific research, education, development, and related manufacturing activities. The elements critical to maintaining this character include: density of Improvements, Site size and dimensions, setback and

height of Improvements, landscape materials and their applications, Site grading, berming, orientation of Improvements, Setback Lines, vehicular access from adjacent Dedicated Rights-of-Way, building materials and colors, the treatment of utilities and other engineering Improvements, and Site fixtures, including signage, lighting, and pedestrian furniture. The Master Plan consists of an analysis of the natural environment of the Texas Research Park, conceptual plans for vehicular circulation, land use, and utilities, a drawing showing the Common Use Area network, and an illustration of projected development in the Texas Research Park. The DRC shall have flexibility in imposing requirements and conditions relative to the improvement of Sites within the Texas Research Park consistent with established design precepts as may from time to time be reflected in the Master Plan.

Section 7.2. Amendments to Master Plan. TRPF may, from time to time, with the consent of the Committee, amend the Master Plan. The DRC, the Committee and the TRPF Board of Directors may recommend amendments to the Master Plan but such recommendations shall have no force and effect until approved by the TRPF Board of Directors and the Committee in accordance with Section 5.2 herein.

ARTICLE VIII - EASEMENTS

Section 8.1. Appurtenant Easements. TRPF grants to all Owners, their employees, guests, lessees, and invitees, as an appurtenance to and as part of the interest held by such owner, but subject to this Restated Declaration, a non-exclusive, easement for ingress and egress over, across, and through all Common Use Areas, and for the use and enjoyment of all Common Use Areas, which are an intrinsic and appurtenant part of the value of the Sites. Such ingress, egress, use, and enjoyment shall be shared in common with the other owners, their employees, guests, lessees, and invitees as well as the employees, guests, lessees, and invitees of TRPF. TRPF reserves the right to maintain and improve the Common Use Areas, and to maintain and place TRPF's signs thereon.

Section 8.2. Utility Easements. TRPF reserves the right to grant, and to require any Owner to grant, easements or licenses to any private company, public or private utility, or Government Agency providing utility and other similar services within the Subject Property upon, over, under, and across those portions of the Subject Property between the Setback Lines and the perimeter boundary line of any Site. Such easements shall only be granted for the purpose of maintaining, installing, repairing, altering, and operating wastewater lines, irrigation lines, water lines, waterworks, sewer works, force mains, water mains, sewer mains, water distribution systems, drainage systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, fiber optic systems, gas lines, syphons, valves, gates, pipelines, alarm systems, and all machinery, licenses, equipment, and rights appurtenant thereto and which may be necessary or desirable for the installation, provision, maintenance of utilities in the Texas Research Park. All such easements shall be of a size, width, and location so as not unreasonably to interfere with the reasonable use of any Improvements which are constructed or have been finally approved by the DRC for construction on the date of the grant of the easement. TRPF shall have the exclusive right to install, or permit the installation by others of, a cablevision system providing business and safety services to and within the Subject Property. In connection with the installation, maintenance,

and operation of such cable systems, TRPF reserves access, installation, and service easements over, across, and under Sites necessary to provide such cablevision services to Owners. This Section 8.2 shall not apply to an Exempt Owner. No amendment to this Section 8.2 may be made without the written consent of all Exempt Owners.

Section 8.3. Foundation Easements. TRPF hereby reserves to itself and to such other persons as TRPF may from time to time designate in writing, a perpetual easement, privilege, and rights in and to, over, under, on, and across the Common Use Areas and Dedicated Rights-of-Way, for ingress and egress as required by TRPF's officers, directors, employees, agents, independent contractors, invitees, and designees; provided, however, that such access and use shall not unnecessarily interfere with the reasonable use and enjoyment of the Common Use Areas and Dedicated Rights-of-Way by the Owners. TRPF reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Subject Property owned by TRPF.

Section 8.4. Floodway and Drainage Easements. All portions of the Subject Property within the 100-year flood plain or 25-year flood plain plus one foot freeboard, whichever is greater (the "Floodway"), and all drainage channels on the Subject Property as shown on the Master Plan, including the Surface Water Management System, and on any Final Subdivision Plat, or as otherwise may be required, are hereby expressly reserved by TRPF as easements for drainage purposes. Drainage flow shall not be obstructed or diverted from the Floodway or drainage easements. TRPF may, but shall not be required to, cut drainways for surface water whenever such action may appear to TRPF to be necessary to maintain reasonable standards of health, safety, and appearance. These drainage easement rights include the right to cut any trees, or shrubbery, make any necessary gradings, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health, safety, and appearance, but shall not include the right to disturb any Improvements erected within the Subject Property which are not located within the specific drainage easement area designated on a Final Subdivision Plat, the Master Plan, or in this Restated Declaration. Drainage easements as may be evidenced by the Master Plan and any Final Subdivision Plat, shall not be altered so as to divert the flow of water onto adjacent Sites. Owners may use such portions of their respective properties within the Floodway and drainage easements for any purpose consistent with this Section 8.4, the Master Plan, the Design Guidelines, and applicable law.

Section 8.5. Monument Easements. TRPF shall have the right to reserve in any conveyance or Conforming Ground Lease an area within the Site conveyed or leased for the purpose of erecting TRPF's signs or other monuments. The exact site, location, and area of each of the monument easements shall be specified in the conveyancing instruments or Conforming Ground Lease.

Section 8.6. Right of Photography and Access for Marketing Purposes. TRPF hereby reserves the right to photograph the exterior of Improvements located on any Site and to use such photographs in connection with the marketing of the Texas Research Park. In addition, upon request of TRPF and upon consent of an Owner, representatives of TRPF and prospective tenants or purchasers of Sites may, together with such Owner or Owner's representatives, tour the Site or portions thereof in question at the times and under the conditions acceptable to such owner.

Section 8.7. Extent of Easements. The easement rights created in this Article IX shall be subject to the following:

(a) Fees. TRPF shall have the right to charge reasonable admission and other fees for the use of any recreational facility that may be situated on the Common Use Areas or on property owned by TRPF within the Texas Research Park.

(b) Rules and Regulations. TRPF shall have the right to impose Rules and Regulations upon the use of easements as may from time to time be deemed appropriate.

ARTICLE IX - DESIGN REVIEW COMMITTEE

Section 9.1. Composition and Designation of Committee. The DRC shall be appointed and hold office according to the following procedures:

(a) Composition. The DRC shall consist of five (5) members. So long as fifty-one percent (51%) or more of the Subject Property, exclusive of Dedicated Right-of-Ways, is owned by TRPF, three (3) members of the DRC shall be appointed by TRPF and the remaining two (2) members shall be elected by the Committee in accordance with Section 5.2 herein. At such time as less than fifty-one percent (51%) of the Subject Property, exclusive of Dedicated Right-of-Ways, is owned by TRPF, two (2) members of the DRC shall be appointed by TRPF and the remaining three (3) members shall be elected by the Committee in accordance with Section 5.2 herein.

(b) Removal of DRC Members and Filling of Vacancies. TRPF and the Committee shall have the right to remove their respective appointees from the DRC at any time for any reason with or without cause, and to fill a vacancy in the DRC caused by such removal.

(c) Consultants. TRPF may also appoint staff and consultants to assist the DRC, including but not limited to, architects, landscape architects, planners, engineers, attorneys, and other individuals whose knowledge or skills will aid the DRC in carrying out its functions.

(d) Term of office. Each member of the DRC shall hold office from the date of such member's appointment until January 31 of the succeeding calendar year and thereafter until such time as a successor has been appointed, unless such member sooner resigns or is removed. As of January 31 of each year, TRPF and the Committee shall review the composition of the members of the DRC and each shall either reappoint the respective members previously appointed or shall remove one or more respective members and appoint new members of the DRC.

VOL 8362 PG 1790

(e) Record of DRC members and their Compensation. A record of the members of the DRC shall at all times be kept by TRPF. Members of the DRC need not be officers or trustees of TRPF. Initially, members of the DRC shall not receive compensation for acting as such, but shall be reimbursed by TRPF for reasonable out-of-pocket expenses incurred in their capacity as members of the DRC. TRPF shall have the right to require that DRC members be reasonably compensated for their time, effort, and expertise, and any such compensation shall be paid by TRPF in an amount reasonably determined by such entity.

Section 9.2. Powers and Functions of DRC. The powers and functions of the DRC shall be as follows:

(a) Plan Review. Following written approval by TRPF of a proposed use pursuant to Section 4.1(a) of this Restated Declaration, the DRC shall thereafter have the right of specific approval or veto of all architectural, engineering, planning, and landscaping aspects of any Improvement, including proposed location of Improvements on any Site, as well as the general plan for development of any Site within the Subject Property. Approval of the DRC shall be controlled and guided by the standards set forth in this Restated Declaration. In the event of any conflict between the standards imposed by local zoning ordinances and other governmental controls and the standards imposed by the DRC, the more restrictive standards shall govern; provided, however, that, if any standards imposed by the DRC violate any applicable zoning ordinances or other governmental controls, then the standards imposed by the DRC shall control only to the extent that such do not violate the local zoning ordinances or other governmental controls. The DRC shall have the power to establish fees for review of submittals for proposed Improvements. Each Owner, and those claiming by, through, or under such Owner, expressly acknowledge that the DRC does not review submitted plans and specifications for compliance with any code, statute, or regulation of any Governmental Agency, nor does the DRC review submitted plans and specifications for construction means and methods, design defects, structural safety, fire safety, inadequate lighting or ventilation, engineering soundness, or any hazards of use. Each owner is solely responsible for such governmental compliance, structural concerns, and hazards of use.

(b) Construction Conditioned upon Approval by DRC. Except as hereinafter expressly provided, no Improvement shall be constructed, erected, removed, planted, or maintained, nor shall any addition or alteration thereto be made, until: (1) TRPF's written approval of the proposed use has been obtained pursuant to Section 4.1(a) of this Restated Declaration, and (2) the plans and specifications showing among other details, the nature, kind, shape, height, materials, floorplans, color scheme, and the location of the proposed Improvement shall have been submitted, using the design review forms, the form of which shall be approved by the DRC, and as such forms may, from time to time, be updated by the DRC, to the DRC and approved in writing by the DRC in accordance with the terms and procedures set forth in the Design Guidelines. The DRC shall use its best efforts to respond within thirty (30) days following the date that the DRC receives any submission. Any change in outward appearance of any Improvement, including, but not limited to, repainting such

Improvement in a different color, or adding decorative sculptures or artwork, or changing in any manner the exterior appearance, shall require approval in writing by the DRC before any work is commenced. The foregoing provisions notwithstanding, approval by the DRC shall not be required for: (1) installation by TRPF of roads, utilities, security fencing, and other infrastructure improvements pursuant to the Master Plan; or (2) demolition and removal by TRPF of any Improvements located on the Subject Property as of the date of this Restated Declaration.

(c) Period for Construction. Unless specifically excepted in writing by TRPF, all Improvements shall be completed within eighteen (18) months from the date of commencement of construction of such Improvements. All Improvements shall be completed in any event within thirty-six (36) months from the date of conveyance or lease pursuant to a Conforming Ground Lease by TRPF of the Site in question. In the event that any Improvements are not so completed, the approval thereof by the DRC shall lapse and such Improvements shall thereafter be deemed unapproved Improvements and TRPF may exercise the remedies described in Section 17.6 of this Restated Declaration with respect thereto; provided, however, prior to exercising its rights with respect to any Improvement for which construction has not been completed within the above-specified time, TRPF shall give notice of such failure to any interim construction lender providing financing for such construction who has given written Notice to TRPF of such lender's desire to receive such notice together with the address to which such requested notice is to be sent. Thereafter, TRPF shall give such interim construction lender an additional reasonable period of time to complete such construction prior to exercising TRPF's rights hereunder. If such interim construction lender completes such Improvement within such additional reasonable period of time, such completion shall be as effective as if the Owner had completed such Improvements within the time frame set forth in this Section 9.2(c).

(d) Observation of Construction. TRPF and the DRC specifically reserve the right of entry and inspection upon any Site for the purpose of determining whether any Improvement or the construction of any Improvement violates the terms of any approval by the DRC or the terms of this Restated Declaration and the Master Plan. This right of entry is irrevocable, a covenant running with the land, and is binding upon and inures to the benefit of the heirs, personal representatives, successors, and assigns of TRPF and the DRC. TRPF is specifically empowered to enforce the provisions of this Restated Declaration, the Master Plan and the conditions of all DRC approvals by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, the prevailing party shall be entitled to recovery of all court costs, expenses, and reasonable attorney's fees in connection therewith.

(e) Authority. A majority of the DRC may take any action of the DRC and may designate a representative to act for the DRC.

VOL 8362 PG 1792

(f) Variances. In each instance where (a) Improvements have been erected, or the construction thereof is substantially advanced, in such a manner that: (i) the same violates the restrictions contained in this Restated Declaration, the Master Plan, DRC approvals, or any other covenants which TRPF has the power to enforce, or (ii) the same encroaches on any easement, Common Use Area, or Setback Line, or (b) upon request by any owner in advance of construction, the DRC reserves the right to release such Site from the restriction violated and to grant a variance to permit the encroachment or violation if the DRC, in the exercise of its good faith discretion, determines that the variance will not materially or adversely affect the appearance and overall scheme of development for the Texas Research Park; provided, however, no release or variance shall be granted as to Prohibited Uses described in Section 11.1 of this Restated Declaration.

(g) Amendments to the Design Guidelines. The DRC, the Committee, or TRPF may recommend amendments and supplements to the Design Guidelines set forth in Section 11.2 herein. All amendments and supplements to the Design Guidelines shall require a majority vote of the DRC together with the written consent of TRPF and the Committee. All amendments to the Design Guidelines shall be consistent with the Master Plan.

(h) Application Requirements. The Design Guidelines further set forth the application requirements, submittal procedures, and other related matters for an Owner or prospective Owner to follow in connection with seeking approval for any development of any portion of the Subject Property.

(i) Exception. Notwithstanding anything in this Restated Declaration to the contrary, if an Exempt Owner through its respective governing body or its delegates, establishes and approves its own design criteria and guidelines, such design criteria and guidelines shall be deemed approved by the DRC and shall not be subject to any further approvals by the DRC and the Exempt Owner shall not be subject to Subsections 9.2(a) through (d) and (f) of this Article IX or to Articles X and XI of this Restated Declaration. No amendment to this Section 9.2(i) may be made without the written consent of all Exempt Owners. A courtesy copy of the approved design criteria and guidelines will be submitted to DRC for its information.

ARTICLE X - THE DESIGN REVIEW PROCESS

Section 10.1. Plan Review Procedures. This section sets forth the minimum submittals required to initiate the Design Review Process. Separate and progressive submittals regarding Improvements shall be made as described in Section 10.2 below.

(a) Submission of Documents. The following quantities of documents are required to be submitted (at the Owner's expense) for review:

VOL 8362 PG 1793

TRPF's representatives and design consultants to discuss design objectives, the character of the particular Site, and the submittals required for review by the DRC. The Owner's design consultants should be prepared at this conference to discuss their clients' design objectives and needs. The purpose of this conference is to arrive at an agreed upon starting point for the design so as to preclude aborted basic design directions.

(b) Concept Design Phase. The intent of this phase is to provide the Owner and/or the Owner's design representative with feedback on the design direction early in the design process before significant design funds are spent. This phase is to evaluate the preliminary architectural direction of the project in terms of placement, heights and massing of the buildings, preliminary elevations and proposed exterior materials and colors. This phase should indicate service areas, ingress/egress and parking. The work in this phase may be free hand in format. Once approved, subsequent work phases must remain fundamentally consistent with the approved concept.

The following concept design submittals are required for review by the DRC and at a scale where they can be easily understood.

1. Site location map.
2. Site plan with boundaries and rough dimensions indicated.
3. Floor plans with major exterior dimensions (if not already indicated on site plan).
4. All elevations seen from the street but a minimum of two major elevations.
5. Other information needed to effectively communicate the concept to the DRC.

(c) Schematic Design Phase. This phase is to evaluate the architectural solution in terms of placement, height and massings of the Building(s), preliminary elevations and horizontal layout of on-Site access roads, parking facilities, service areas, the location of Building entries, the intended treatment and preservation of natural landscape features, and the application of new landscape elements.

The following schematic design submittals are required for review by the DRC:

1. Site location map showing the relationship of the Site to the overall Master Plan for the Texas Research Park.
2. Boundary survey with dimensions.
3. Relationship of the Site to adjacent property and access roads, including curb cuts and median cuts.
4. Topography showing one foot contour intervals.
5. Location of any existing utilities or other Improvements on or adjacent to the Site.
6. Location and description of any noteworthy natural features.
7. Description of general Site drainage characteristics.

VOL 8362 PG 1795

1. Concept Design - 2 complete sets of prints plus one reduced size set at 11" x 17".
2. Schematic Design - 2 complete sets of prints.
3. Design Development - 2 complete sets of prints.
4. Construction Documents - 1 complete sets of prints.
5. At completion of construction - 1 complete set of reproducible "as built" mylars.

(b) Plan Review Meeting. A DRC meeting to review plans will be scheduled within fifteen (15) working days following the delivery of the plans to TRPF. The Owner or his Architect may make a presentation at this meeting if they so desire.

(c) Plan Review Response. The DRC shall use its best efforts to respond within thirty (30) days following the date that the DRC receives any submission. The DRC will make every effort to work with the applicant to shorten the time required for the process and dovetail with the approval procedures of all city, county, state and federal agencies. Action by the DRC will be final.

(d) Owner Responsibility. Nothing in this review process removes from the Owner of a particular Site the responsibility to comply with all local, state and federal regulations that may apply to the development of a Site. The Owner shall be responsible for ascertaining the applicability of all current Bexar County and Medina County regulations and other regulations pertinent to the Site.

(e) Plan Specifications. All plans submitted must be on 24" x 36" sheets at a scale of 1"=20' for Site Plans and 1/8"=1' for Building Plans (except 1/16"=1' permitted in Schematic Design phase), with printing capable of being reduced by 50% while retaining legibility. In instances where the required scale will not fit on 24" x 36" sheets, then 30" x 42" will be considered the maximum size. Thereafter, the scale can be reduced or plans sectionalized as required.

(f) Disapproval. The DRC shall have the right to refuse to approve any plans and specifications which are not, in its sole opinion and absolute discretion, consistent with the Design Guidelines as set forth in Section 11.2 herein. In approving or disapproving such plans and specifications, the DRC shall consider the compliance of the proposed Improvements with this Restated Declaration and the Master Plan.

Section 10.2. Design Review Procedures. Each development proposal will be reviewed by the DRC as the design for the Improvements and the Site evolves. A series of submissions shall be made during the normal process of design as follows:

(a) Pre-Design Conference. Before the design for the Site or Improvements begins, the Owner of a Site and/or the Owners design consultants are required to meet with

VOL 8362 PG 1794

8. Description of existing on-Site vegetation.
9. A Site Plan, at a scale of 1"=20' or other convenient scale determined at the Pre-Design Conference, with the following information:
 - (i) Overall dimensions of proposed Improvements.
 - (ii) Identify existing, proposed and future Improvements or phases.
 - (iii) All outdoor facilities, parking areas, traffic circulation (vehicular and pedestrian), service drives, street and paved areas, covered walks, stairs, approaches, retaining walls, transformers and meters, etc., with Building floor elevations and contour elevations. All major outdoor features shall be labeled.
 - (iv) Proposed grading, drainage and stormwater management systems and utility systems.
 - (v) Conceptual landscaping proposal showing the intended treatment and preservation of natural landscape features and the application of new landscape elements.
 - (vi) All required setbacks.
 - (vii) Data table containing the following (by phase, if appropriate):
 - (1) Area of Site.
 - (2) Total gross Building area (square feet), Building being defined as a structure designed, built or occupied as a roofed enclosure for use by an owner to conduct the research and development activities authorized in this Restated Declaration.
 - (3) Impervious surface coverage (percent of Site).
 - (4) Number of floors for each Building.
 - (5) Parking spaces provided.
10. Floor plans, elevations and sections (1/16"=1'-0" minimum scale) with the following information:
 - (i) All principal elevations of the Building(s). Indicate grades and other distinguishing features.
 - (ii) Surrounding Building profiles in their true relationship to the proposed Building(s).
 - (iii) Sections which may be necessary to explain any unusual features of the design. Show floor to floor dimensions and elevations.
 - (iv) Indicate direction of future expansion of the Improvements in subsequent phases, if applicable.
 - (v) A description of the methodology, assumptions, parameters, and a copy of all such computations used to analyze the system. If a

VOL 0362 PB 1796

computer program is used for the analysis, a copy of the computer printout shall be submitted.

11. Preliminary engineering drainage plans and calculations including, as a minimum, the following:
 - (i) Drainage area map showing watersheds within the Site showing design frequencies and points of discharge.
 - (ii) Design concepts showing proposed methods of carrying stormwater such as surface drainage, open channel, or underground.
 - (iii) Projected sewer, water, gas and electric demands with approximate points of tie in.
12. Outline specifications for proposed construction.
13. Exterior material samples showing true colors and textures.
14. An estimate of the maximum number of employees (by shift, if appropriate).
15. A detailed description of proposed operations, including data on the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard of fire and explosion, radiation, radioactivity, electrical radiation, liquid wastes, or other performance characteristics.
16. Describe Fire Protection System - whether hydrants and internal sprinklers or a combination of the two. Fire protection system shall conform to standards contained in applicable local, state, and national codes.
17. Describe the nature of any industrial waste and/or abnormal water or sewer demands that will be generated on Site, if any. Please quantify.

(d) Design Development Phase. This phase of the design process is to provide detail and clarification for concepts developed in the Schematic Design phase. To facilitate consistency in the review process the format for the required submittals should be the same as the preceding phase. If project size justifies or if schematic design submittal is sufficiently complete to address all important issues, then the DRC may waive this submission.

The following submittals are required for review by the DRC in the Design Development Phase:

1. A Site plan, at a scale of 1"=20' or other convenient scale determined at the Pre-Design Conference, with the following information:
 - (i) Overall dimensions of proposed Improvements.
 - (ii) Identify existing, proposed and future Improvements or phases.
 - (iii) Existing and proposed contours at one foot intervals.
 - (iv) All outdoor facilities, parking areas, traffic circulation (vehicular and pedestrian), service drives, street and paved areas, covered walks,

stairs, approaches, retaining walls, transformers and meters, etc., with Building floor elevations and contour elevations. All major outdoor features shall be labeled.

- (v) Various floor and grade elevations.
 - (vi) Sources and proposed routings of all exterior utilities. These shall relate to existing and/or proposed utilities with reference to layout, invert elevations, and other pertinent data.
2. Floor plans, elevations and sections (1/8"=1'0" minimum recommended scale) with the following information:
- (i) Show windows, window vents, doors, stairs, platforms, retaining walls, etc., on all exterior elevations of the Building.
 - (ii) Proposed materials.
 - (iii) Indicate grades and paved areas.
 - (iv) Indicate floor to floor heights and ceiling heights.
 - (v) Longitudinal and transverse sections for each wing, indicating floor elevations, finish exterior grades, ceiling heights, pipe tunnels, unexcavated areas, basement and areaways, rooflines and parapets.
 - (vi) Show existing and proposed landscaping adjacent to the Improvements in a realistic manner consistent with the landscape plan.
3. Engineering drainage plans and calculations including, as a minimum, the following:
- (i) Site grading plan with one foot proposed and existing contours showing detail spot elevations for sidewalks, top of curb, gutters and paving areas.
 - (ii) Detail drainage plans with flow arrows, proposed structures with construction plans, points of discharge designed for a 25 year frequency storm showing velocity calculations and erosion control devices.
 - (iii) Utility demands with final locations of tie in and method of connection. No street cuts will be allowed except in extreme cases.
4. Plans for the major entrance sign and Site identification sign (if any), including dimensions, location, material, lettering, color and lighting; and elevations of on-Site directional type signs (if applicable) showing format, letter face and color.
5. Landscape and irrigation plans, including size, placement, and species of proposed new plant materials and their integration with existing plantings.

VOL 8362 PG 1798

6. Site lighting plan indicating height of standards, spacing, design and illumination characteristics.
7. A colored rendering or model of the project.

(e) Construction Document Phase. The DRC or designated representatives shall review the plans for consistency with previously approved submittals. An approved copy of Building plans with regulatory agency signature approvals shown, shall be submitted to the TRPF to be retained as a record set during construction. A City of San Antonio Building Permit is required for those Sites whose Owners are subject to the jurisdiction of the City of San Antonio. At completion of construction, one (1) complete set of reproducible "as built" mylars shall be submitted (at the Owner's expense) for the files of the TRPF.

ARTICLE XI - PLANNED DEVELOPMENT

Section 11.1. Prohibited Uses. Sites within the Subject Property shall be utilized for basic research, applied research, developmental research, education, and related manufacturing, product testing and development, and the commercialization of technology as well as all activities which directly support these functions or contribute to the goals of advanced technology job creation and economic development. Prohibited uses are as follows

(a) The following uses are prohibited unless approved by a two-thirds (2/3) vote of the Texas Research Park Property Owners Committee.

(1) Residential uses, including multifamily and single-family residences, hotels, motels, or other lodging rooms.

(2) Restaurants, gasoline and service stations, convenience stores, grocery stores, and any other retail sales facilities; provided, however, that food service facilities and retail sales facilities which are: (i) incidental to or in support of activities or operations conducted on a Site; (ii) not visible from other Sites or Dedicated Rights-of-Way, and (iii) contain no exterior advertising or signage shall be permitted.

(3) Office buildings, unless a majority of the leasable area of each such improvement is occupied by tenants engaged in basic research, applied research, developmental research, education, and related manufacturing, product testing and development, and the commercialization of technology as well as all activities which directly support these functions or contribute to the goals of advanced technology job creation and economic development.

(b) The following uses are absolutely prohibited: Offensive uses, including, but not limited to any noxious or offensive trades, services, or activities, or anything which may be or become an annoyance or nuisance to an Owner,

tenant, or occupant of any other portion of the Subject Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise, or which shall increase the fire hazard of adjoining Sites, provided that an animal research facility shall not be deemed an offensive use.

Section 11.2. Design Guidelines. The purpose of the Design Guidelines for the Texas Research Park is the creation of a physical environment that will be conducive to the highest level of public and private research enterprise. The spirit is intended to be one of inspiration and example and not legalistic restriction. It is the belief of the Foundation that the common good is best served by common considerations and guidelines creatively applied to individual projects. Each Owner shall be subject to the requirements of the Design Guidelines, as such may be amended from time to time.

It is with these intentions that the following Design Guidelines are presented:

(a) Basic Design Concepts of the Texas Research Park.

1. General Concept. The Texas Research Park should be an entity unto itself. It should have a character distinct from other developments in San Antonio and adjacent to it. This does not mean that it should ignore or be oblivious to the area around it. Every possible opportunity should be taken to coordinate circulation routes, utilities, quality of development, and other factors to insure mutual success. The final product should, however, be characterized by uniqueness with respect to adjacent developments, park like qualities, unity of design purpose and lack of density.

The basic character within the Park should be a series of villages in the open countryside. To achieve this in the future, when the area around the Park is highly developed, it is important to be careful about the views toward development on the fringes of the Park. Effort needs to be made to maintain an isolated feeling within the Park.

2. Basic Architectural Character.

- (i) The basic architectural character of all projects in the Texas Research Park shall be that of a village. The emphasis shall be on a collection of Buildings that together create outdoor streets and plazas. Monolithic mega-structure type of facilities shall be discouraged. Where the function of the facility demands a very large Building, care shall be taken in the articulation of the masses and in the landscape design to achieve the required basic character.

- (ii) Exterior spaces are as important to the village concept as are the Improvements themselves. Extraordinary care is required in the forming of these spaces between Improvements to generate human-scale, activity oriented spaces.
- (iii) Colors for surfaces of Improvements and components that face streets, adjacent properties, lakes or common-use recreation areas shall be "natural" colors which are indigenous to the Texas Research Park, i.e.: white, beige, grey, grey-green, tan. Light colors are preferable to dark in these areas for the primary Building mass.
- (iv) Colors for surfaces and components of Improvements that face courts or plazas can vary from the requirements of paragraph (iii) to include brighter colors and primary colors.

(b) Zoning. TRPF shall have the right to apply for the zoning of any Subject Property owned by an Owner other than an Exempt Owner, or any portion or portions thereof pursuant to and in accordance with applicable governmental rules and regulations and the Master Plan. In the event that such zoning shall take place subsequent to the initial conveyance or lease of a particular Site by TRPF, the grantee or lessee of any Site or Sites so conveyed or leased (and such grantee's or lessee's successors and assigns, including all persons claiming an interest in such Site by, through, or under such grantee or lessee) by its acceptance of such initial instrument of conveyance or lease shall be deemed to have consented and agreed to any such zoning request. Such grantee or lessee and all parties claiming by, through, or under such grantee or lessee shall be deemed to have consented and agreed to join in and execute such zoning documents as may reasonably be required to effectuate the submission and approval in accordance with applicable governmental rules and regulations, of any such zoning request pertaining to such Site. No amendment to this Section 11.2(b) may be made without the written consent of all Exempt Owners.

(c) Subdivision. No Site shall be subdivided by an Owner without the prior written consent of TRPF.

(d) Density. Individual impervious Site coverage, including all Improvements, shall not exceed fifty percent (50%) of gross Site area. Building coverage of any Site shall not exceed twenty-five percent (25%) of gross Site area.

(e) Site Size.

1. The Minimum Site size is 5 acres (217,800 s.f.)

Y011 8362 PG 1801

2. The minimum Site width at the front property line is 465 feet. In the case of corner sites the minimum Site width is 465 feet on each street at the property line.

(f) Improvement Height.

1. Improvement heights shall be limited to four (4) stories or 80 feet in height. Improvement minimum size shall be 5,000 square feet. Variances from these basic height and size requirements may be granted at the discretion of the Design Review Board consistent with the standards set forth in the Design Guidelines.
2. Any approval of greater height by the Design Review Board shall be based on two factors.
 - (i) The basic character described in this Section 11.2(a)(2) is mandatory. Any extra height project must still comply with the character described.
 - (ii) The project concept on which extra height is based, gives to the Texas Research Park some amenity that is not otherwise required by the Design Guidelines to justify such additional height.

(g) Required Setbacks. Within the area from the Setback Lines indicated below to the nearest parallel boundary line of a Site, no Improvements shall be constructed without the prior written approval of the Design Review Committee.

1. Front - 75' - Both sides of Omicron and Lambda and to any improvement and 100' to a Building.
2. Side - to any Improvements - 50', to a Building - 75'.
3. Rear - same as side.
4. At a sidestreet on corner lots, a lake, or a greenbelt recreation area - same as front.

(h) Utility Connections, Pipes, and Tanks. All electric, water, wastewater, gas, telephone, cablevision, communication, telecommunication, data transmission, utility, or drainage lines or pipes of any sort, or storage tanks shall be installed and maintained on the Subject Property in accordance with the requirements of this Restated Declaration, the DRC, and applicable laws and regulations.

(i) Site Grading and Drainage. Site grading shall be kept to a minimum. Paving and Improvements shall be designed for maximum preservation of the natural grand and vegetation. While each Site will have its own specific grading requirements, a naturalistic approach to grading - where size, shape and grade of landforms are carefully conceived to blend in with existing natural forms - will be encouraged.

1. Large flat use areas should generally be broken up into several smaller ones.
2. The junction between proposed and existing grades should be rounded to smooth the transition.
3. Concave and convex top and toe of banks are preferred over typical straight slopes.

When architectural grading is used, where grades will be parallel and perpendicular with slopes steep, uniform and straight, with a sharp definition between existing grades and new use areas, forms should be bold, with corners sharp and defined, and finish details such as planting designed to be parallel, to reinforce and heighten the graded effect. This will generally be allowed only in areas not facing Dedicated Right-of-Way, adjacent properties or Common Use Areas. Whichever approach to grading is used, natural or architectural, it is important that the architectural approach be truly architectural and that the naturalistic approach be uncompromisingly natural.

Drainage is a symbiotic adjunct to the grading process. Every grading plan must consider and solve the drainage problem specific to it. Drainage systems shall be designed to minimize runoff, erosion, siltation and removal of vegetation.

Surface drainage is generally preferred to using underground pipes. Detention ponds or holding basins can be created in any natural depression, valley or low-lying area to store stormwater during a rain, so long as other hydrologic and aesthetic aspects are considered.

Streambeds and natural waterways should be preserved and protected and should retain their hydrologic functions.

Topsoil shall be conserved and erosion and siltation controls shall be employed during and after construction.

Y01 8362 PG 1803

(j) Driveways & Curb Cuts.

1. No Site shall have more than two access points to a street unless approved in writing by the DRC. The minimum distances between corners and entries and other similar access issues shall be governed by City of San Antonio ordinances. In addition, access points shall be located across from designated median breaks and existing drives.
2. Where a driveway is constructed to provide access to a Site, it is the responsibility of the Owner of the Site to install two 4" class 160 PVC sleeves under the driveway parallel to the roadway, and 18" inside of the curbline for future irrigation purposes.
3. All driveways that are lighted shall conform to the lighting standards of Paragraph (o) of these Design Guidelines.
4. All driveways shall be paved with a dust free all weather surface, edged in a manner to make good maintenance of the drive and landscaped shoulder possible. Consideration should be given to use of a curb and pavement system to harmonize with that used in Dedicated Rights-of-Way. Curbs in setback areas shall match those in Dedicated Rights-of-Way.
5. Parking will not be permitted on any street or driveway.

(k) Parking Areas.

1. Parking areas of sufficient size to provide parking for patrons, customers, supplies, visitors and employees shall be provided on each Site.
2. All parking lots, shall be screened from street, driveway, lake, Common Use Areas, or adjacent Sites to a minimum of four feet above the highest finish grade of the parking lot by the use of architectural walls, islands, earth berms, planting, or any combination of these four.
3. All continuous parking bays shall be provided with a minimum of one 9 foot wide tree island for each 20 parking stalls. If more than two bays of parking and one driving lane are required for the parking areas, then a 15' continuous tree planted island will be used to separate the parking lots.
4. All parking areas that are lighted shall conform to the standards of Paragraph (o) of these Design Guidelines.

VOL 8362 PG 1804

5. All parking areas shall be paved with a dust free all weather surface, edged in manner to make good maintenance of the paved surface and landscaped shoulder possible.

(l) Loading & Service Areas.

1. Loading docks, building service access points and trash pick-up must be screened and not visible from the adjacent Dedicated Rights-of-Way or Common Use Area. In addition, screening from major on-Site public driveways is required. Berms and/or walls constructed of solid materials compatible with the exterior face of the Building shall be used. Landscaping alone shall not be permitted for the screening of service areas unless approved in writing by the DRC.
2. Any lighting of these areas shall conform to the standards in Paragraph (o) of these Design Guidelines.

(m) Utilities & Equipment.

1. All on-Site utility lines and facilities shall be underground or concealed under or within a Building. If the Site requires its own electric substation, the Design Review Committee shall approve its proposed location and configuration.
2. Transformers and electric, gas, or other meters shall be painted to blend with native planting or the color of the Building and shall be screened with walls, berms or plant materials. Careful coordination with local utility companies is encouraged to insure the least visible location possible. All transformers shall be ground mounted.
3. All solar energy devices must be approved by the Design Review Committee prior to installation.
4. Temporary electric power and telephone service poles may be permitted above ground during the construction phase but shall be removed prior to issuance of a Certificate of Occupancy.
5. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outside of any Building, whether attached to an Improvement or otherwise, without the prior written approval of the Design Review Committee.

Y01 8362 PG 1805

6. Air Conditioning Equipment at grade shall be screened by walls constructed of solid materials compatible with the exterior face of the Building.
7. Objects, such as water towers, storage tanks, fans, skylights, cooling towers, communications towers, satellite dishes, vents or any other structures or equipment shall be architecturally compatible with the Building or screened from public view. These treatments shall be approved by the Design Review Committee in writing before the construction or erection of said structures or equipment.
8. Incinerator vents and stacks shall be located on the rear or non-street side of the Building.

(n) Exterior Lighting.

1. Exterior illumination of Buildings, parking lots, service areas, sidewalls and driveways on-Site shall be designed and installed to avoid visible glare (direct or reflected) onto Dedicated Right-of-Way and adjacent properties.
2. All outdoor lighting fixtures shall be compatible with or compliment the architectural character of the Site and lighting fixtures along Dedicated Right-of-Way.
3. Lighting fixtures used to illuminate driveways and parking and service areas shall be freestanding fixtures with cut-off light sources.
4. The maximum heights for poles on-site shall be as follows:
 - (i) Pedestrian ways, Plaza areas, Common Use areas - 14'.
 - (ii) Parking areas - 40'.
 - (iii) On-Site driveways and roadways - 40'.
5. Security lighting shall not project above the fascia or roof line of any Building. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures, and are restricted to lighting only service, storage, loading and other similar areas. Cut-off light fixtures are required except for fixtures used below the top of walls in enclosed service yards.
6. All roadway, driveway, and parking lot lighting shall be provided by metal halide or color corrected mercury vapor lighting. Other exterior lighting such

VOL 8362 PG 1806

as for illuminating pedestrian areas or accent lighting may be metal halide color corrected mercury vapor, or incandescent sources.

(o) Signage.

1. For the purposes of these standards, signs shall mean all names, insignias, trademarks, and descriptive words or material of any kind affixed, inscribed, erected or maintained upon an individual Site or upon any improvement on individual Sites.
2. Signs shall only advertise the person, firm, company, corporation or major enterprise occupying the Site.
3. No sign shall be located nearer than twenty feet from the front or side property line.
4. An identification sign not to exceed one hundred square feet per face may be erected at the entrance to each Site. Ground mounted signs shall not exceed twelve feet in height.
5. The design, format and materials used in construction of the sign shall be consistent with the architecture of the Site. All signs and sign elements including shape, form, materials, size, color and location shall be subject to approval by the Design Review Committee.
6. An identification sign will be permitted on the exterior wall of the Building at a location related to the principal entrance consistent with the following criteria.
 - (i) The sign shall be clearly integrated with the architecture.
 - (ii) The sign shall not project above any roof or canopy elevations and shall not appear higher than fifteen feet above the main entry floor.
 - (iii) Wall signs shall display only one advertising surface and shall not project more than twelve inches from any wall.
7. One construction sign denoting the owner, architect, engineer, financial institution, contractors, or containing any statement pertaining to a project will be permitted during construction. The construction sign shall not exceed one hundred square feet in area.

YOL 8362 PG 1807

8. The following signs and/or devices are prohibited and will not, under any circumstances, be allowed within the Texas Research Park:

- (i) Billboards.
- (ii) Any sign which is designed, devised, or constructed so as to rotate, spin, gyrate, or move in any animated fashion.
- (iii) Any sign which utilizes intermittent or flashing illuminating devices and which results in changing light intensity, brightness or color, or which is constructed and operated so as to create an appearance or illusion of motion.
- (iv) Any sign painted directly on the surface of any wall.
- (v) Signs attached to a Building and projecting more than twelve inches.
- (vi) Roof signs.
- (vii) Freestanding signs, meaning any sign not structurally secured to the ground or to any other structure.
- (viii) Trailer signs.
- (ix) Political campaign signs.
- (x) Any vehicle with a sign or signs attached thereto or placed thereon with the following exceptions.
 - (1) Any vehicle when parked or stored within the confines of a Building.
 - (2) Any vehicle upon which is placed a sign identifying a firm or its principal product, if such vehicle is one which is operated during the normal course of business.

(p) Fences. Fences are not desirable and will be approved only for limited storage areas. Chain-link and/or perimeter fencing will not be permitted. Fencing used for screening adjacent to Building structures shall be of the same material as the Building. (or a compatible masonry, concrete, stucco or stone material)

(q) Permanent Flags. Only project flags and/or governmental flags shall be permitted in conformance with the following standards.

1. Only two flagpoles are permitted per Site containing twenty acres or less. For Sites in excess of twenty acres, two additional flags are permitted. Multiple flagpoles shall be clustered with a maximum separation of twenty feet between poles.
2. Only three (3) flags are permitted per flagpole. Flags shall not exceed four feet by six feet in size.
3. Flagpoles shall maintain the same setback requirements as project identification signs. All flag poles and flag pole locations shall be submitted to the Design Review Committee for approval.
4. Flagpoles shall be between twenty and thirty-five feet in height above grade.
5. A project flag shall only contain information permitted on the project identification sign. A project flag shall be submitted to the Design Review Committee for approval. Only one project flag shall be permitted per parcel even when multiple flags are permitted.

(r) Site Furniture. Site furniture is encouraged as a means of humanizing exterior spaces and increasing their use. All Site furniture shall be coordinated with the character, materials, and colors of the Building. Benches, bicycle racks, trash receptacles, planters and pots, water fountains and clocks are all desirable. Care should be taken in their placement to relate them to functional use areas and to recognize scale relationship with other improvements.

(s) Planting and Irrigation.

1. Design Concept and Objectives. As stated earlier, exterior spaces are as important to the village concept as are the Improvements themselves, and a simple, strong landscape setting, in scale with the structures and other built elements should be implemented.

Landscape materials for spaces that face Dedicated Rights-of-Way, adjacent properties, or Common Use Areas shall utilize a naturalistic approach. Such a result can be achieved through the use of native plants and selected ornamentals in a manner conducive with the existing natural setting. The development and conservation of wildlife is encouraged. Vegetation providing shelter, food and diversity should be utilized where appropriate.

Planting arrangements should be in informal groupings with varying numbers. Rigid symmetrical plantings in these areas will generally be discouraged. Within courtyards, plazas and other interior areas, other

ornamental plants may be utilized including those with brighter colors and standard forms. Arrangements of plantings in these areas may include symmetrical or other formal groupings.

2. Preservation of Natural Vegetation. Every effort shall be made to preserve natural vegetation in the Park. A tree survey in such form and for such area as the Design Review committee may reasonably require to evaluate the impact of the proposed Improvements upon existing trees shall be required and tree protection during construction shall be required as described in Section 12.1(i).

3. Grasses and Wildflowers. The prairie areas of the Park are not just grassland. These areas (along with the wooded areas of the Park) have abundant species of wildflowers. These are finely balanced, interdependent communities of plants. Beauty, hardiness, self regeneration, versatility, low water demand and minimal fertilization are just a few of the characteristics of the wildflowers native to the Park and their use will be encouraged wherever possible. Planted in conditions similar to those of their original sites, native grasses and wildflowers will help to preserve the character of the Texas Research Park while preserving resources.

Omicron and Lambda set back areas should be preserved and/or developed to propagate natural vegetation and native wildflowers. A mowing program consistent with this goal will be implemented to encourage natural reseeding.

Native and naturalized annual and perennial wildflowers species recommended for the Texas Research Park are listed on the attached Exhibit "B".

4. Lawn Areas. Lawn areas which require frequent mowing, irrigation, and fertilization should generally be limited in size. These areas may include entry areas, courtyards, recreation areas and other special use areas. Wherever possible, low maintenance, low water demand turf species should be utilized to help reduce fertilizer and herbicide use and to limit resource demands. Turf species recommended for the Texas Research Park are listed on the attached Exhibit "B".

5. Canopy Trees/Shade Trees. Major trees introduced in planting schemes should be botanically consistent with vegetation growing on the Site and compatible with the character of the Site. Where deviations from native plans are made, the species selected should reflect the same appearance and character as those native species. These are the largest visual elements in planting designs and special consideration will be given to those plantings which help to solve functional and aesthetic concerns (solar heat gain,

screening, soil stabilization, and wind-breaks). Recommended tree species for the Texas Research Park are listed on the attached Exhibit "B".

6. Small and Accent Trees. This category represents those plants growing below the overhead canopy. Intended use is for interest, to create focal points, to accent and to visually screen objectionable views. Natural groupings with varying numbers and sizes of trees are encouraged. See attached Exhibit "B" for recommended species.
7. Shrubs, Vines and Groundcovers. These ground plane plants create patterns ranging in height from ground level to about chest height. This plan should provide the unifying element for all planting design and can be used for screening, control of pedestrian circulation or for defining exterior spaces. Recommended shrubs, vines and groundcovers for the Texas Research Park are listed on the attached Exhibit "B".

(t) Lakes and Ponds. The development of lakes or ponds in the Park can add variety to its landscape, enhance its quality and improve land values. The Texas Research Park encourages the development of ponds or lakes in suitable areas of a Site. A pond's appearance, water quality and safety can be improved through careful consideration of size, site visibility, relationship to the surrounding landscape and land use patterns, and the configuration of the shoreline. For ponds where surface runoff is the main source of water, the contributing drainage area should be large enough to maintain water in the pond during the droughts. However, the drainage area should not be so large that expensive overflow structures are needed to bypass excess runoff during the storms. Aquatic and riparian vegetation should be incorporated into the design of any lake or pond.

(u) Common Use Areas. Areas of some Sites have been set aside as open space for occupants of the Texas Research Park. This network of spaces has been determined by the character of the land - drainage and topography - and by the system of vehicular circulation.

Common Use Areas are meant primarily for passive use: walking, resting, viewing, bicycling and maintenance of the surface water system. Active recreational facilities have been centrally located within this system and are accessible from it. Paths and walkways should be carefully sited to facilitate circulation without destroying the natural landscape. Pedestrian circulation systems should generally be provided along the edge or within Common Use Areas. Bicycle use should be encouraged within the Common Use Areas adjacent to roadways, through the integration of curb cuts, ramps and bicycle-safe grates where appropriate.

Lighting, water fountains, benches and small shelters may be allowed within Common Use Areas as approved by the Design Review Committee.

(v) Standards for Designated Site Development Zones. In addition to the preceding general Design Guidelines, specific areas of The Texas Research Park have particular conditions which warrant more extensive discussion.

1. The Oak Groves Zone. Improvements in this area should pay particular attention to the character of spaces created by the existing vegetation and terrain. Removing trees in this area should be avoided.

Development along edges of vegetation will help to reinforce the boundaries between clusters of trees and meadows. New vegetation should be used to reinforce the character of this area, not alter it.

2. The Prairie Zone. The openness of the grassland areas of the Park should be maintained. Planting of this zone with trees which would alter its character will be discouraged. The planting of wild-flower meadows and similar low vegetation will help to maintain the character of this area and will be encouraged. Grading in this zone should be planar - hummocky berms will not be permitted.
3. The Woodland Zone. Development within this area should attempt to penetrate deep within the thicket covering this zone, or develop continuously along the edge of the woodland and not dilute its character. This zone is generally located on steeper slopes and hilltops, both of which present particular constraints to development, and any design must deal with these factors as well.
4. The Streamside Zone and Flood Plain Zone. This zone lies entirely within the Common Use Areas of the Site and is restricted to the development of walks, paths, and small shelters. Water may be used as a design element within this area and vegetation which reinforces the streamside experience should be utilized. This natural drainage area of the Park should be left in its natural state as much as is possible and used as the major pedestrian linkage within the Park.
5. Hilltop Sub-Zone. By developing structures just down from the hilltop, at the "Military Crest", superb views are enjoyed from the site while maintaining the visual character and profile of the ridge line. Structures placed along the ridge line or at the hilltop present a silhouette along the skyline and must be massed so that the Building does not dominate the ridge or hilltop.
6. Valley Bottom Sub-Zone. These areas are highly visible from the hillsides and therefore less able to visually absorb development of structures. Buildings in valley bottoms must consider the views from above with respect

VOL 8362 PG 1812

to roofing, visual pattern, and mass so that the feeling of the valley bottoms will remain intact.

(w) Nuisance Factors and Hazards. TRPF shall not be required to approve any requested use which is offensive, hazardous, or a nuisance to other Sites due to the factors set forth in Section 11.1 or this Section 11.2(x) and due to factors such as heat, illumination, pollution, electrical or mechanical disturbance, drainage, excavation, or other hazards, or is otherwise inconsistent with this Restated Declaration or Master Plan.

1. Hazards. Any research operation shall be carried on with reasonable precautions against fire and explosion hazards. All local, state, and federal regulations concerning hazard protection and prevention shall be followed, including but not limited to local and state fire codes, building codes and Department of Health hazard prevention.
2. Noise. Offensive and objectionable noise will not be permitted. Noise identified as potentially objectionable shall be measured on any boundary of the Site on which the use generating the noise is located. Noise shall be mitigated to minimize objectionable conditions. At the property line of a Site, the sound level of noise radiated from a facility shall not exceed the following hourly statistical noise levels to be measured with a standard sound level meter:

$$L_1 = 75 \text{ dba}$$

$$L_{10} = 60 \text{ dba}$$

$$L_{50} = 55 \text{ dba}$$

($L_{10} = 60$ means that 60 dba can be exceeded only 10 percent of any given hour)

The sound pressure level shall be measured with a sound level meter that conforms to specifications published by the American Standards Association. (American National Standard Specification Sound Level Meters, S1.4-1971).

3. Vibration. Facilities and operations must meet vibration standards to be determined on a project by project basis by TRPF. Future construction activities will require an evaluation of potential impacts to existing vibration sensitive facilities. Vibration must be addressed at the Pre-Design and Schematic Design Reviews.

VOL 8362 PG 1813

4. Dust. Any Building that might reasonably be expected to become a source of air pollution shall conform to all applicable regulations, including TNRCC and San Antonio Metropolitan Health District Regulations. Solid or liquid particles shall not be emitted at any point in concentrations exceeding TNRCC emission limits established for the emission source. Fugitive dust emissions shall not be visible beyond the property line.
5. Smoke. Any Building that might reasonably be expected to become a source of air pollution shall conform to all applicable regulations, including TNRCC Board and San Antonio Metropolitan Health District Regulations. TNRCC emission standards for opacity must be met. Measurement shall be at the point of emission.
6. Odors. Odors from any use shall not be discernible beyond the property line. Detailed plans for the prevention of odors crossing property lines may be required before approval of construction is granted.
7. Gases. Any Building that might reasonably be expected to become a source of air pollution shall conform to all applicable regulations, including TNRCC and San Antonio Metropolitan Health District Regulations. Fumes or gases shall not be emitted at any point in concentrations or amounts that are noxious, toxic, or would cause damage to vegetation, soils, or property. Toxicity criteria and emission limits of TNRCC and the San Antonio Metropolitan Health District shall be observed. Detailed plans for the elimination of fumes or gases may be required before approval of construction is granted.
8. Ionizing Radiation. Research operations shall cause no radiation in excess of Texas Health Department, Division of Radiation Control standards. Release and exposure standards of the state regulations must be met at all times. Special filters for emission controls may be required and consultation with the Division of Radiation Control may be required. The transport, storage, and disposal of any radioactive materials or by-products must meet state and federal regulations.
9. Nonionizing Radiation. Any nonionizing radiation (lasers, microwaves, ultraviolet radiation, etc.) shall meet the Division of Radiation Control and federal standards applicable to nonionizing radiation.
10. Waste. Treatment, storage and/or disposal of wastewater and solid wastes must meet requirements of local ordinances (including San Antonio Industrial Waste Ordinance), the State of Texas, and the federal government. Specifically prohibited is the on Site disposal or long-term storage of

VOL 8362 PG 1814

hazardous, long-term storage of hazardous, noxious, or radioactive wastes. Short-term storage must meet generator status storage requirements of state and federal regulations. Any pretreatment shall be the responsibility of the user.

Spill prevention plans, contingency plans and emergency response for petroleum product or hazardous wastes storage must be provided.

External solid waste facilities must not be visible from other Sites or Common Use Areas.

11. Animals and Livestock. Unless approved by TRPF, no livestock or other animals shall be kept on a Site, except for animals kept in an animal research facility, which shall not require the prior approval of TRPF.
12. Hazardous and Toxic Materials Not Considered "Wastes". Any petroleum products, hazardous or toxic materials not defined as "wastes" that are transported to or from, or stored at a Site, must meet the requirements of local codes and ordinances, and state and federal regulations. Such materials should conform to the standards and guidelines applicable to hazardous and toxic "wastes" as provided under the federal regulations of Resource Conservation and Recovery Act.
13. Recombinant DNA/Genetic Research Facility Requirements. The National Institutes of Health (NIH) Guidelines for Research Involving Recombinant DNA Molecules related to disposal of contaminated liquid or solid wastes, and exterior air emissions (applicable only to Biosafety Level 3 or 4), shall be followed for facilities designed for recombinant DNA or genetic engineering research. These guidelines set recommended standards for facilities according to the level of potential biological contamination or hazard. The guidelines are to be used only as they apply to facility design requirements related to waste disposal and exterior discharges of air exhausts, according to the appropriate biosafety level described in the guidelines.

ARTICLE XII - CONSTRUCTION REGULATIONS AND REQUIREMENTS

Section 12.1. Construction Regulations. In order to assure that there will be no environmental damage and in order to maintain an attractive, nuisance-free setting during the extended period of construction, special criteria shall be imposed to ensure that environmental and visual protection is provided during construction.

Before construction begins, the applicant shall submit to the DRC a program which delineates the proposed methods of compliance with the following criteria. This program may be

submitted at the time of Construction Document approval, but it is required that the builder or contractors be given the opportunity to participate in formulating this program and any changes required be submitted to the DRC. The criteria are as follows:

(a) Equipment Access. Street access to each Site shall be limited to one location subject to approval of the DRC. Mud, dirt, or other surface debris deposited on the street at the access point shall be washed or removed daily to avoid compaction and damage to the roadway and to minimize impact on the drainage system.

(b) Temporary Structures. Temporary structures, portable offices, and other related facilities shall be maintained in good repair and arranged in a compact and organized manner on the Site. These facilities shall be situated so as not to be obtrusive or unsightly when seen from the street or adjacent properties. Location shall be submitted and approved as part of the plan review process.

(c) Temporary Utilities. All temporary utilities on the construction Site shall be contained in a single, unobtrusive arrangement. Distribution to the various areas of construction shall be from an on-site location, approved by the DRC.

(d) Equipment and Materials Storage. The area designated for storage of equipment and materials shall be at a location that shall be visually unobtrusive from the street and adjacent properties. Mobile equipment is to be arranged in an orderly manner at the end of each work day.

(e) Construction Debris. Construction debris shall be concealed during construction by locating it in a visually screened place until it is removed on a regular basis. If a debris pit is used during construction, protective fencing shall be required. Burial of debris will not be permitted. After construction is completed, temporary barriers, surplus materials, and all trash, debris, and rubbish shall be promptly removed from the Site. All backfill shall be cleared of building material, stone, and rubbish.

(f) Soil Stockpiling. Both topsoil and fill material stockpiled on the Site shall be seeded or mulched and appropriately graded to avoid erosion. Stockpiles shall be maintained and kept weed-free.

(g) Interim Construction Signs. Construction signs shall conform to specified criteria to maintain the sense of overall continuity. The one permitted sign shall identify the name of the project facility, the parties participating in the design and construction, and the anticipated date of occupancy. The location of the sign shall follow the same criteria as that for permanent signs. The sign shall be removed upon completion of the project.

(h) Erosion and Siltation Control. Erosion and sedimentation control shall be required during construction to prevent irreversible ecological damage to fragile natural areas on and off the Site, to avoid impact on adjacent streets and properties, and to avoid creating

a visual nuisance. The controls shall be planned as an integral part of the construction operation.

(i) Tree Protection. All trees and other plant materials designated in the approved plan for preservation shall be protected during construction and will be permanently protected in case of Site modifications that alter the tree's environment. After the final plan approval and before construction, those trees that are to remain shall be marked in the field. Damage or destruction of any tree will be the responsibility of the Owner, whether caused by the Owner, its agents, employees, contractors, or licensees. TRPF may at its discretion require the Owner to replace in kind any tree damaged or destroyed. Required tree care procedures will be issued to Owner at Pre-Design Conference.

Section 12.2. As-Built Survey. Upon completion of construction, the Owner shall submit to the DRC a certified as-built survey of the Site. No occupancy or use of a Site is to take place until the DRC has received the required as-built survey.

Section 12.3. Issuance of Certificates. Upon substantial completion of construction, the architect whose seal appears on the plan submitted to the DRC (or other architect acceptable to the DRC) will be required to submit to the DRC a current executed American Institute of Architects Certificate of Substantial Completion or other acceptable form (the "Architect's Certificate"), confirmed by the Owner and general contractor. In addition, the Architect must submit an addendum, confirmed by the Owner and general contractor, to the Architect Certificate in the form found at Exhibit "F" to the Declaration of Protective Covenants (the "Addendum"). Copies of all certificates of occupancy required and issued by the appropriate governmental authorities must also be submitted to the DRC. No occupancy or use of a Site is to take place until the DRC has received the required Architect's Certificate, together with the Addendum, and certificates of occupancy.

(a) Trenching or Blasting. No Owner shall use explosives for the purpose of constructing foundations, trenches, etc., without the express permission of TRPF. Such permission shall be contingent on the effect of such use on other Sites in the Park as defined by an independent consultant acceptable to the DRC.

(b) Drilling. No Site shall be used for the purpose of boring, drilling, mining, quarrying, exploring for, or removing rock, cement, limestone, sand, earth, or minerals of any kind or nature; provided, however, that nothing contained herein shall prohibit or restrict geotechnical subsurface investigations or removal of fill or earth materials to construct Improvements or create drainage structures or landscaped berms approved in writing by the DRC.

(c) Fencing. A five foot chain-link type construction fence must be installed around the construction area of any project for the duration of the construction period.

ARTICLE XIII - RULES AND REGULATIONS; MAINTENANCE GUIDELINES

Section 13.1. Rules and Regulations. Every owner shall comply with the Rules and Regulations promulgated by TRPF pursuant to Section 4.1(g) of this Restated Declaration. The following are the Rules and Regulations which may be amended or supplemented from time to time by TRPF:

(a) Use. Uses of Sites located in the Texas Research Park shall comply with the requirements of Article XI hereof.

(b) Leasing. Each Owner shall have the right to lease such Owner's Site; provided, however, that each owner shall be obligated to assure that such Owner's tenants comply with the provisions of this Restated Declaration, the Master Plan. Failure of an owner to take legal action against such Owner's lessee who is in violation of the above-listed instruments within ten (10) days after receipt of written demand to do so from TRPF, shall entitle TRPF to take any and all such action on behalf of such Owner against such owner's lessee. Any expense incurred by TRPF, including attorneys' fees and Costs of suit, shall be repaid to TRPF by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of written demand therefor shall entitle TRPF to levy an Assessment against such Owner and such Owner's Site for all such expenses incurred by TRPF.

(c) Insurance. Nothing shall be done or kept by any Owner on any portion of the Subject Property which shall increase the rate of insurance on any other Site or any part of the Common Use Areas without the approval of TRPF nor shall anything be done or kept by any Owner on any portion of the Subject Property which would result in the cancellation of insurance on any other Site or any part of the Common Use Areas.

(d) Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Subject Property; provided, however, that the foregoing shall not restrict or prevent the construction and maintenance of temporary facilities essential to the development, construction, sale, or lease of Improvements constructed or to be constructed on any of the Sites as long as such temporary facilities are in compliance with the requirements of applicable Governmental Agencies and have been approved by the DRC.

(e) Nuisance. Nothing shall be done on the Subject Property which is illegal or which may be or may become an annoyance or nuisance to any portion of the Subject Property.

(f) Refuse. No refuse pile or unsightly objects shall be allowed to be placed or permitted to remain anywhere on the Subject Property. In the event an owner shall fail or refuse to keep such Owner's Site and any Improvements thereon free of sight obstructions, refuse piles, or other unsightly growths or objects, and such failure or refusal shall continue

for ten (10) days after Notice thereof, then TRPF may enter upon said Site and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Costs of such removal shall be governed by the provisions of this Restated Declaration relating to Assessments.

(g) Vehicle Parking. Except in cases where prior approval from the DRC has been obtained, overnight parking or storage of trucks or commercial vehicles in excess of three-quarter ton rated capacity is prohibited. Unless completely enclosed within an Improvement, no unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced, repaired, or stored on the Subject Property.

(h) Laundry. No portion of any of the Subject Property shall be used as a drying or hanging area for laundry of any kind, unless such area is completely enclosed within an Improvement.

(i) Animals. No animals shall be kept on the Subject Property, except in cases where the prior written approval of TRPF has been obtained, and except for animals kept in an animal research facility, which shall not require the prior approval of TRPF.

(j) Liability for Damage to Common Use Areas. Each owner shall be legally liable to TRPF for all damages to the Common Use Areas, or to any Improvements installed by TRPF thereon, caused by such Owner or such Owner's employees, guests, invitees, tenants, and licensees.

(k) Non-Waiver. No delay in enforcing these Rules and Regulations as to any breach or violation thereof shall impair, damage, or waive the right of TRPF or other beneficiaries of this Restated Declaration to enforce the same, and to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.

Section 13.2. Enforcement. Failure of an Owner to comply with these Rules and Regulations shall be grounds for action by TRPF or Owners, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions to the extent payment of attorneys' fees by such Owner is authorized by state or federal statute.

ARTICLE XIV - CASUALTY AND EMINENT DOMAIN

Section 14.1. Casualty. Unless otherwise required in this Restated Declaration or other applicable instrument, if any Improvement located on any Site is damaged or destroyed by fire or other cause, the Owner of such Site shall promptly cause either: (i) the repair, restoration, or rebuilding of the Improvement so damaged or destroyed, or (ii) the razing of any such damaged Improvement or the raising of the damaged portion of any such damaged Improvement, the filling

of any excavation, and performance of any other work reasonably necessary to put such portion of the Site in a clean, sightly, and safe condition, suitable for commencing new construction.

Section 14.2. Common Use Areas. In the event any Improvements located in the Common Use Areas and installed by TRPF are damaged or destroyed by fire or other casualty, not caused by the acts or omissions of the owner of the Site in question, or by the acts or omissions of such Owner's guests, tenants, employees, licensees, and invitees, then TRPF shall promptly cause the repair, restoration, or rebuilding of such Improvement to the extent reasonably necessary to restore such damaged or destroyed Improvement to its previously improved condition. In the event any Improvements located in the Common Use Areas are damaged or destroyed by fire or other casualty and either: (i) such Improvements were installed by the Owner of the Site in question, or (ii) were damaged by a casualty resulting from the acts or omissions of the applicable Owner, or by the acts or omissions of such Owner's guest, tenants, employees, licensees, and invitees, then the Owner of the Site on which such damage has occurred shall promptly cause the repair, restoration, or rebuilding of such damaged or destroyed Improvement to the extent reasonably necessary to restore such Improvement to its previously improved condition.

Section 14.3. Eminent Domain. In the event that any Site shall be taken by right of eminent domain (a "Taking") the entire award for the value of the Site and Improvements, except Improvements installed by TRPF, constituting the subject of the Taking, shall belong to the owner of the Site constituting the subject matter of such Taking, and no other owner shall have a right to claim any portion of such award by virtue of any easement or other interest created by this Restated Declaration. That portion of the award attributable to any Improvements installed by TRPF shall belong to TRPF. In the event that any Taking involves more than fifty-one percent (51%) of the total area located in the Common Use Areas, TRPF shall have the right to participate in negotiations regarding the liability of the condemning authority for compensation and/or damages with respect to such Taking. Any Owner of a Site which is not the subject of a Taking may file a collateral claim with the condemning authority over and above the value of the Site constituting the subject matter of such Taking to the extent of any damage suffered by such Owner resulting from the severance of the Site constituting the subject matter of such Taking, if such claim shall not operate to reduce the award allocable to TRPF, if applicable, and the owner of the Site constituting the subject matter of such Taking. In the event of a partial Taking, the Owner of the portion of the Site so taken shall restore the Improvements installed by such owner located on the Common Use Areas of the affected Owner's Site as nearly as possible to their condition prior to the Taking without contribution from any other Owner or TRPF.

ARTICLE XV - RIGHT OF FIRST REFUSAL

Section 15.1. Right of TRPF. TRPF shall have a right of first refusal to purchase any Site within the Subject Property, unless expressly waived in writing by TRPF. This right of first refusal shall be assignable to the successors of TRPF in accordance with the procedures set forth in Section 17.3. Each Owner agrees that in the event that such Owner receives a bona fide offer for the purchase of its Site, and such Owner desires to accept such offer and sell said property pursuant to the terms

of such offer, such Owner shall, before accepting such offer and consummating such sale, notify TRPF, in affidavit form, within fifteen (15) days from receipt of such offer, of the identity of the Site involved, the identity of the proposed purchaser, the terms of the offer, and such owner's intention to sell the property involved. Such affidavit notification shall have attached to it a copy of the written offer or of the proposed contract embodying the terms of such offer. Similarly, all offers to sell a Site made by any Owner shall be, and hereby are, made expressly contingent upon TRPF's right of first refusal to purchase such Site upon the terms and conditions of any bona fide acceptance of an offer made by a Site Owner. Any Owner offering for sale its Site hereby agrees to notify TRPF in affidavit form, within two (2) days following acceptance of an offer, of the terms of the bona fide acceptance, the identity of the Site involved, the identity of the proposed purchaser, and such Owner's intention to sell the property involved. Such affidavit notification shall have attached to it a copy of the written acceptance or the proposed contract embodying the terms of the offer and acceptance. Upon affidavit notification by such Site Owner, TRPF shall have, and is hereby granted, the right to purchase such property upon the same terms and conditions as those set forth in the offer or acceptance of which TRPF receives such affidavit notification, and subject to certain conditions which TRPF may reasonably require pertaining to environmental matters affecting the subject Site. In the event that TRPF elects to exercise its right of first refusal, TRPF shall, within thirty (30) days of its receipt of such affidavit notification, notify the Owner of the Site so offered for sale of TRPF's intention to purchase the same on the terms and subject to the conditions outlined in said affidavit and the offer or acceptance attached thereto. In the event of such notification, TRPF's purchase of the property which is the subject of such affidavit notification and offer or acceptance shall be consummated within sixty (60) days of TRPF's election to purchase the same or within the time specified in the offer or acceptance, whichever shall be later. In the event that TRPF shall fail to give written notice of its exercise of its right of first refusal in the manner and within the time herein provided, the Owner of the property which is the subject of the offer or acceptance may proceed to sell such property to the purchaser identified in the affidavit notification at the price and on terms no more favorable than those specified in the affidavit notification and offer or acceptance. In the event that such sale is not consummated within six (6) months from the date of such affidavit notification or any earlier closing time specified in the offer or acceptance, no sale or transfer of the property which is the subject of such offer or acceptance shall be permitted without renewed compliance with the provisions of this Article XV.

Section 15.2. Subordination of Right. Upon the written request of an Owner of any Site which is subject to this Restated Declaration and of any bona fide first Mortgage lender to such Owner, TRPF shall subordinate its aforesaid right of first refusal to the lien of any first Mortgage encumbering any Site. Any such subordination shall be without expense to TRPF.

Section 15.3. Exception for Exempt Owners. The provisions of this Article XV do not apply to Exempt Owners. No amendment to this Section 15.3 may be made without the written consent of all Exempt Owners.

ARTICLE XVI - EXCULPATION

TRPF, its officers, the DRC, and their respective consultants (collectively, the "Parties") shall not be liable or accountable in damages or otherwise to any Owner or occupant of property affected by this Restated Declaration, or to anyone submitting plans or other material for any required consent or approval hereunder, by reason or on account of any decision, approval, disapproval, failure to approve, failure to disapprove, failure to review, failure to grant a variance, incomplete review, errors in review, or for any mistake in judgment related to or in connection with any of the foregoing. Each person or entity submitting plans or other materials for consent or approval pursuant to this Restated Declaration, by the submission thereof, and each Owner or occupant of any Site, by acquiring title thereto or an interest therein, agrees that such person or entity shall not bring any action, proceeding, or suit against the Parties for the purpose of recovering any such damages or other relief on account of any such decision, approval, disapproval, failure to approve, failure to disapprove, failure to review, failure to grant a variance, incomplete review, errors in review, or for mistake in judgment related to or in connection with any of the foregoing. The approval by TRPF or the DRC of any plans or materials submitted for any required approval or consent hereunder, or any other approval or consent given by the Parties pursuant to this Restated Declaration, or otherwise, is and shall be given solely to protect the aesthetics and general quality of the development of the Texas Research Park, and shall not be deemed in any way to be or constitute a warranty, representation, or covenant that such approval or consent or any action taken pursuant thereto or in reliance thereon complies with, or is not a violation of, any applicable governmental law or regulation. The Parties are hereby expressly released and relieved of and from any and all liability or obligation in connection therewith. Each owner, lessee, or occupant of a Site agrees, by acquiring title thereto or an interest therein, that it will, to the extent authorized by the laws and Constitution of the State of Texas, unconditionally and absolutely defend, indemnify, and hold the Parties, and their respective successors and assigns, harmless from and against any and all claim, cause of action, liability, loss, damage, cost, and expense arising from or in connection with: (i) compliance with any applicable code, statute, or regulation of any Governmental Agency having jurisdiction over the indemnitor on a Site owned, leased, or occupied by indemnitor, or (ii) construction means and methods, design defects, structural safety, fire safety, inadequate lighting or ventilation, engineering soundness, or any hazards connected with use of Improvements located or constructed on the Site owned, leased, or occupied by indemnitor.

ARTICLE XVII - GENERAL PROVISIONS

Section 17.1. Duration. The covenants, conditions, and restrictions of this Restated Declaration shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by TRPF and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of fifty (50) years from December 1, 1986. Upon the expiration of such fifty (50) year period, this Restated Declaration shall be automatically renewed and extended for successive ten (10) year periods and the number of ten (10) year renewal periods hereunder shall be unlimited. There shall be no renewal or extension of this Restated Declaration, however, if during the last year of the initial fifty (50) year period, or during the last year of any subsequent ten (10) year renewal period, TRPF and a total of not less than seventy-five percent (75%) of the owners

consent in writing to such termination, and such written consents are recorded in the official public records of real property of the counties where the Subject Property is located.

Section 17.2. Amendments. Except as otherwise provided in this Restated Declaration, TRPF may, from time to time, with the consent of the Committee, amend this Restated Declaration, with such Committee consent evidenced by favorable vote of at least two-thirds of the eligible votes of the Owners, voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Owners at least 30 days in advance and shall state the purpose of the meeting, by written instrument duly executed by TRPF and recorded in the official public records of real property of the counties where the Subject Property is located.

Section 17.3. Assignment of Rights and Duties. The rights, powers, and reservations of TRPF may be assigned, in whole or in part, to any person, corporation, or association upon the condition that: (i) such assignment is in writing; (ii) such person, corporation, or association shall assume the duties of TRPF pertaining to the particular rights, powers, and reservations assigned; and (iii) the assignment is recorded in the official public records of real property of the counties where the Subject Property is located. Upon such assignee's consent in writing to accept such assignment and assume such duties, it shall, to the full extent of such assignment and assumption, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by TRPF.

Section 17.4. Execution of Documents. The Master Plan for the development of the Subject Property may require from time to time the execution of certain documents required by Governmental Agencies. To the extent that any such documents require the joinder of Owners, TRPF, by its duly authorized officers, may, as the agent and attorney-in-fact for the Owners, execute, acknowledge, and deliver such documents and the Owners, by virtue of their acceptance of deeds to portions of the Subject Property, or execution of Conforming Ground Leases covering the same. Any such documents executed pursuant to this Section 17.4 shall recite that such documents are being executed pursuant to this Section 17.4. The provisions of this Section 17.4 shall be inapplicable to any Owner who is an Exempt Owner. No amendment to this Section 17.4 may be made without the written consent of all Exempt Owners.

Section 17.5. Incorporation and Binding Effect. The Master Plan, as such may, from time to time, be amended or modified, is incorporated herein for all purposes, and all Owners, and those claiming an interest in the Subject Property by, through, or under an Owner, hereby agree that they shall be subject to the requirements of the Master Plan, regardless of whether recorded in the official public records of real property of the counties where the Subject Property is located.

Section 17.6. Enforcement. Enforcement of the covenants, conditions, and restrictions contained in this Restated Declaration shall be accomplished by any proceeding at law or in equity and may be instituted by TRPF, its successors, or assigns, or any Owner, against any person or persons violating or circumventing or attempting to violate or circumvent any such covenant, condition, or restriction, either to restrain violation or to recover damages, and to enforce any lien

created by this Restated Declaration. Failure by TRPF or any owner to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter. In addition, failure of the DRC to disapprove any plans and specifications or other submittals made pursuant to this Restated Declaration, which do not conform to all requirements of this Restated Declaration or the Master Plan does not constitute a waiver of compliance with any and all of the requirements of such instruments. If anyone other than TRPF intends to enforce such covenant, condition, or restriction, notice of intent to enforce a covenant, condition, or restriction must first be given to TRPF at least ten (10) days prior to commencing such proceeding at law or in equity. In any action other than one in which TRPF is charged with violating or circumventing or attempting to violate or circumvent a covenant, condition, or restriction, TRPF reserves the right to control and direct the enforcement proceeding.

Section 17.7. Severability. Should any covenant, condition, or restriction herein contained, or any Article, Section, subsection, paragraph, sentence, clause, phrase, or term of this Restated Declaration or the Master Plan be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Restated Declaration or the Master Plan, as applicable, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 17.8. Interpretation. The provisions of this Restated Declaration and the Master Plan shall be construed to effectuate the purpose of creating a uniform plan for the operation and development of the Subject Property.

Section 17.9. Governing Law. This Restated Declaration and the documents referenced herein shall be construed under the laws of the State of Texas.

Section 17.10. Mineral Reservation. TRPF hereby reserves and retains all right, title, and interest in all oil, gas, coal, coal tar, cement, limestone, gravel, sand, rock, caliche, and other minerals in and to the Subject Property, which TRPF owns on the date hereof or subsequently acquires; provided, however, TRPF shall not have the right to use any of the surface area of any portion of the Subject Property for any exploring, mining, or drilling activity in connection with such minerals. No conveyance of any interest in the Subject Property subsequent to the date hereof by TRPF to any other party shall convey any of such interests. The minerals herein reserved include all minerals regardless of the method of mining or exploitation.

Section 17.11. Number and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 17.12. Authority. All parties executing this Restated Declaration warrant and represent that they have the power and authority to enter into this Restated Declaration in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such person. TRPF represents and warrants to the other parties that the execution and delivery of this Restated Declaration and the compliance with the terms of this Restated Declaration will not conflict with or, with or without notice or the passage of time, or both, result in a breach of any of the terms or provisions of, or constitute a default under, any instrument to which TRPF is a party, or violate any judgment, order, or decree, to which TRPF is a party, issued by any court having jurisdiction over TRPF or its property.

Section 17.13. Multiple Counterparts. This Restated Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

Executed the day and year first above written.

THE TEXAS RESEARCH PARK FOUNDATION,
a Texas non-profit corporation

By: George H. Ensley
Name: George H. Ensley
Title: Chairman and CEO

BOARD OF REGENTS OF THE UNIVERSITY OF
TEXAS SYSTEM

By: James S. Wilson
Name: James S. Wilson
Title: Executive Director, Real Estate

~~C T R F~~
~~CANCER THERAPY AND RESEARCH~~
FOUNDATION

By: John F. Cole
Name: John F. Cole, Ph.D.
Title: Vice President

LIPITEK INTERNATIONAL, INC.

By: Alexander L. Weis
Name: ALEXANDER L. WEIS
Title: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ENSLEY, CHAIRMAN BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H, of Texas Research Park Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he had executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of OCTOBER, 1999.

Linda D. Ball
Notary Public in and for
The State of Texas

My commission expires on 11/07/99

VOL 8362 PG 1826

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared ALEXANDER
L. WEIS of Lipitek International, Inc., known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that he had executed the same
for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and
deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 03 day of JANUARY
1999. 2000

Linda D. Badi
Notary Public in and for
The State of Texas

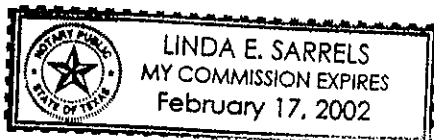
My commission expires on 11/24/2004

VOL 8362 PG 1828

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared James S. Wilson, Executive Director, Real Estate Office of The University of Texas System, on behalf of the Board of Regents of The University of Texas System, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he had executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said board.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of January, 2000, ~~1999~~.



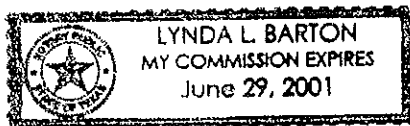
Linda E. Sarrels
Notary Public in and for
The State of Texas

My commission expires on 2-17-02

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared John F. Cole, Ph.D., Vice President of Cancer Therapy and Research Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he had executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of January, 2000, ~~1999~~.



Lynda L. Barton
Notary Public in and for
The State of Texas

My commission expires on June 29, 2001

VOL 8362 PG 1827

EXHIBIT "A"

Legal Description



VOL 8362 PG 1829

METES AND BOUNDS
DESCRIPTION
FOR
1236 ACRES OF LAND

BEING 1236 Acres (53,850,000 square feet) of Land and being 380 acres out of the Elizabeth Davis Survey No. 6, Abstract 1447, Medina County, Texas and also being 856 acres in Bexar County, Texas out of the Elizabeth Davis Survey No. 6, Abstract 1001, County Block 4348, out of the Juana Martinez Survey No. 14-1/2, Abstract 1114, County Block 4016, the Precilla Tarkington Survey No. 5, Abstract 1029, County Block 4347, and the Johann Pfeiffer Survey No. 7, Abstract 1018, County Block 4349, Bexar County, Texas, said 1236 acres of land also being out of a 1514.000 acre tract described in Volume 3891, Page 431-436 of the Official Public Records of Real Property, Bexar County, Texas, said 1236 acres of land partially fronting on the South Right-of-Way line of Farm-Market Highway No. 1957 (Potranco Road) and being more particularly described as follows:

- BEGINNING:** At the intersection of the south right-of-way line of Lambda Drive, a 110-foot right-of-way as recorded in Texas Research Park, Phase I, Volume 9521, Page 154 of the Deed and Plat Records of Bexar County, Texas, and the west right-of-way line of State Highway 211, a variable width right-of-way recorded in Volume 4450, Page 868 of the Deed Records of Bexar County, Texas;
- THENCE:** S 27°27'03" E, departing said Lambda Drive right-of-way and continuing along the west right-of-way line of State Highway 211, a distance of 11.17 feet to an angle point;
- THENCE:** S 61°09'33" E, continuing along the west line of State Highway 211, a distance of 171.28 feet to an angle point;
- THENCE:** S 14°33'22" E, continuing along the west line of State Highway 211, a distance of 1,027.26 feet to an angle point;
- THENCE:** N 89°42'06" W, departing said State Highway 211 right-of-way, a distance of 481.13 feet to an angle point;
- THENCE:** S 72°55'53" W, a distance of 457.25 feet to an angle point;
- THENCE:** S 38°06'20" W, a distance of 400.00 feet to an angle point;
- THENCE:** N 61°39'31" W, a distance of 1,307.53 feet to an interior angle point of this tract;

Metes and Bounds Description
1236 Acre Tract
Page 2 of 3

- THENCE: West, a distance of 3,111.15 feet to an interior corner of this tract;
- THENCE: S 00°04'03" E, a distance of 1,710.56 feet to a point for a corner of this tract;
- THENCE: N 89°44'48" W, at 2,646.34 feet crossing the Bexar-Medina County line, and continuing for a total distance of 4,935.14 feet to a point for the southwest corner of this tract;
- THENCE: N 00°07'09" W, a distance of 3,670.67 feet to an angle point;
- THENCE: N 00°12'38" W, a distance of 1,387.74 feet to an angle point;
- THENCE: N 00°08'16" W, a distance of 2,174.98 feet to a point for the northwest corner of this tract;
- THENCE: S 89°44'00" E, at 2,288.80 feet crossing the Medina-Bexar County line, and continuing for a total distance of 3,207.44 feet to an angle point;
- THENCE: S 88°53'55" E, a distance of 854.39 feet to a point for a corner of this tract, said point being on the west line of Old Potranco Road (now closed);
- THENCE: S 00°28'56" W, with the west line of said Old Potranco (now closed) a distance of 993.33 feet to a point for a corner;
- THENCE: S 89°29'01" E, with the south line of said Old Potranco Road (now closed), a distance of 2,698.61 feet to an angle point;
- THENCE: N 88°51'37" E, continuing partially with the south line of said Old Potranco Road (now closed), and partially with the south right-of-way line of said Farm-Market Highway No. 1957 (Potranco Road) a distance of 1634.37 feet to a point for the Northeast corner of this tract, said point being the intersection of said Farm-Market Highway No. 1957 (Potranco Road) and the east right-of-way line of Zeta Drive a 43 foot wide right-of-way recorded in the subdivision plat of Texas Research Park, Phase I, Volume 9521, Pages 153-163, of the Deed and Plat Records of Bexar County, Texas;
- THENCE: S 07°02'47" W, a distance of 862.51 feet departing from the said right-of-way line of Potranco Road and on the east right-of-way line of said Zeta Drive, to the point of curvature of a curve to the left whose radius point bears S 82°57'13" E, 700.00 feet, whose long chord bears S 09°56'53" E, 409.19 feet, and whose interior angle is 33°59'21";

VOL 8362 PG 1831

- THENCE: With the arc of said curve to the left, a distance of 415.26 feet, and continuing along the said right-of-way line of Zeta Drive to the point of tangency;
- THENCE: S 26°56'34" E, a distance of 259.73 feet continuing along the east right-of-way line of Zeta Drive to a point for a corner;
- THENCE: S 63°03'26" W, a distance of 43.00 feet, departing from the east right-of-way line of Zeta Drive to a point for an interior corner of this tract, said point being the intersection of the south curve return of Theta Drive with the west right-of-way line of Zeta Drive as recorded in said Texas Research Park, Phase I, subdivision plat;
- THENCE: S 26°56'34" E, a distance of 163.55 feet, departing from the said right-of-way intersection of Theta and Zeta Drive to an angle point;
- THENCE: S 25°21'51" E, a distance of 691.59 feet to an angle point;
- THENCE: S 09°07'08" E, a distance of 938.70 feet to an interior angle point of this tract;
- THENCE: S 76°43'16" E, a distance of 359.85 feet to an interior angle point;
- THENCE: N 71°09'54" E, a distance of 703.56 feet to a point for a corner, said point lying on the west right-of-way line of said State Highway 211;
- THENCE: S 13°28'42" E, a distance of 320.28 feet along the west right-of-way line of said State Highway 211 to an angle point of this tract;
- THENCE: S 36°54'33" W, at a distance of 164.71 feet passing the intersection of the west right-of-way line of said State Highway 211 and the north right-of-way line of Lambda Drive, continuing for a total distance of 186.69 feet to a point for an interior corner of this tract;
- THENCE: S 22°27'03" E, a distance of 98.83 feet continuing along the west right-of-way line of said State Highway 211 and the east right-of-way line of said Lambda Drive, to the POINT OF BEGINNING and containing 1236 acres (53,850,000 square feet) more or less, in Bexar County and Medina County, Texas.

PREPARED BY: Pape-Dawson Consulting Engineers, Inc.
DATE: July 6, 1993
JOB NO.: 2850-25
DOC. ID.: m:0706NH01.doc/fn

EXHIBIT "B"

Native and Naturalized Annual and Perennial Wildflowers
Species Recommended for the Texas Research Park

VOL 8362 PG 1833

EXHIBIT B

Wildflowers

<u>Botanical Name</u>	<u>Common Name</u>
<i>Achilla millefolium</i>	White Yarrow
<i>Anagallis arvensis</i> var. <i>caerulea</i>	Poor Man's Weather Glass
<i>Argemone mexicana</i>	Mexican Poppy
<i>Asclepias tuberosa</i>	Butterfly Weed
<i>Aster tanacetifolius</i>	Prairie Aster
<i>Callirhoe involucrata</i>	Winecup
<i>Cassia roemeriana</i>	Two-leaved Senna
<i>Castilleja indivisa</i>	Texas Paintbrush
<i>Coreopsis lanceolata</i>	Tall Lance-leaved Coreopsis
<i>Coreopsis tinctoria</i>	Tall Plains Coreopsis
<i>Cosmos sulphureus</i>	Sulphur Cosmos
<i>Eschscholzia mexicana</i>	Mexican Gold Poppy
<i>Echinacea purpurea</i>	Purple Cornflower
<i>Helianthus maximiliani</i>	Maximilian daisy
<i>Gaillardia pulchella</i>	Indian Blanket
<i>Gypsophila muralis</i>	Baby's breath
<i>Ipomopsis rubra</i>	Standing Cypress
<i>Lantana</i> sp.	Lantana
<i>Liatris pycnostachya</i>	Prairie Blazing Star
<i>Linaria maroccana</i>	Toadflax
<i>Linum graniflorum</i>	Scarlet Flax
<i>Linum perenne</i>	Blue Flax
<i>Lupinus texensis</i>	Texas Bluebonnet
<i>Monarda citriodora</i>	Lemon Mint/Horsemint
<i>Monarda fistulosa</i>	Bergamont/Beebalm
<i>Oenothera missouriensis</i>	Yellow Evening Primrose
<i>Oenothera rhombipetala</i>	Four Point Evening Primrose
<i>Oenothera speciosa</i>	Pink Evening Primrose
<i>Papaver rhoeas</i>	Corn Poppy
<i>Petalostemum purpureum</i>	Purple Prairie Clover
<i>Phlox drummondii</i>	Annual Phlox
<i>Portulaca mundula</i>	Shaggy Portulaca
<i>Ratibida columnaris</i>	Red Mexican hat
<i>Rudbeckia amplexicalius</i>	Clasping Cornflower
<i>Salvia farinacea</i>	Blue Sage
<i>Verbena</i> sp.	Verbena

EXHIBIT B
cont.

Grasses

Prairie Grasses
All Common Names

Eastern Gama Grass
Little Bluestem
Buffalo Grasses
Sideoats Grama
Blackland Tall Grasses
Indiangrass
Big Blue Stem

Turf Grasses
All Common Names

Buffalo Grasses
Bermuda Grasses
Meyer's Zoysia
Sand Knot Grass
Emerald Zoysia

Consult Gould's Grasses of Texas for grasses growing in this area

EXHIBIT B

cont.

Canopy/Shade Tree Species

Botanical Name

Common Name

<i>Acacia farnesiana</i>	Huisache
<i>Acer grandidentatum</i>	Uvalde Bigtooth Maple
<i>Acer saccharium</i>	Silver Maple
<i>Carya illinoensis</i>	Pecan
<i>Ehretia anacua</i>	Anaqua
<i>Populus deltoides</i>	Cottonless Cottonwood
<i>Prosopis glandulosa</i>	Mesquite
<i>Quercus glaucoides</i>	Lacy Oak
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus muhlenbergii</i>	Chinkapin Oak
<i>Quercus polymorpha</i>	Monterrey Oak
<i>Quercus shumardi</i>	Shumard Red oak
<i>Quercus texana</i>	Spanish Oak
<i>Quercus virginiana</i>	Live oak
<i>Sapindus saponaria</i>	Western soapberry
<i>Ulmus crassifolia</i>	Cedar Elm

Shade trees for Interior Spaces and Courtyards in Addition to Above

Botanical Names

Common Names

<i>Acer saccharinum</i>	Silver Maple
<i>Cedrus deodara</i>	Deodar Cedar
<i>Magnolia grandiflora</i>	Magnolia
<i>Pinus sp.</i>	Afghan Pine
<i>Platanus sp.</i>	Sycamore
<i>Taxodium distichum</i>	Bald Cypress

EXHIBIT B
cont.

Small and Accent Trees

<u>Botanical Name</u>	<u>Common Name</u>
<i>Acacia farinesiana</i>	Huisache
<i>Aesculus arguta</i>	Texas Buckeye/White Buckeye
<i>Cercis canactensis</i>	Redbud
<i>Crataegus crus-galli</i>	Cockspur Hawthorn
<i>Crataegus texana</i>	Red Haw
<i>Diospyros texana</i>	Mexican Persimmon
<i>Ehretia anacua</i>	Anaqua
<i>Fraxinus berlandieriana</i>	Mexican Ash
<i>Ilex vomitoria</i>	Yaupon Holly
<i>Lyricea cerifera</i>	Wax Myrtle
<i>Pistacia texana</i>	Texas Pistache
<i>Prosopis juliflora</i>	Honey Mesquite
<i>Prunus mexicana</i>	Mexican Plum
<i>Pyrus ioensis</i>	Texas Prairie Crabapple
<i>Sophora affinis</i>	Necklace Tree
<i>Sophora secundiflora</i>	Texas Mountain Laurel
<i>Tilia caroliniana</i>	Basswood
<i>Ungnadia speciosa</i>	Mexican Buckeye

Small and Accent Trees for Interior Spaces and Courtyards in Addition to Above

<u>Botanical Name</u>	<u>Common Name</u>
<i>Eriobotrya japonica</i>	Loquat
<i>Lagerstroemia indica</i>	Crepe Myrtle
<i>Malus</i> sp.	Crabapple
<i>Pyrus calleryana</i>	Bradford Pear

EXHIBIT B
cont.

Shrubs, Vines and Groundcovers

Shrubs

<u>Botanical Name</u>	<u>Common Name</u>
<i>Aniscanthus wrightii</i>	Texas Firecracker Plant
<i>Berberis</i> sp.	Barberry
<i>Berberis trifoliata</i>	Agarita
<i>Callistemon citrinus</i>	Bottlebrush
<i>Capsicum frutescens</i>	Chile Piquin
<i>Cassia lindheimeriana</i>	Lindheimer's Cassia
<i>Celtis pallida</i>	Granjello/Desert hackberry
<i>Cotoneaster</i> sp.	Cotoneaster
<i>Eyesenhardtia texana</i>	Kidneywood
<i>Garrya ovata</i>	Silk Tassel
<i>Hesperaloe parvifolia</i>	Red Yucca
<i>Ilex</i> sp.	Hollies
<i>Jasminum</i> sp.	Jasmine
<i>Lantana</i> sp.	Lantana
<i>Leucophyllum frutescens</i>	Ceniza
<i>Lonicera albiflora</i>	Hill Country Honeysuckle
<i>Myrica pusilla</i>	Dwarf Wax Myrtle
<i>Nandina</i> sp.	Nandina
<i>Pavonia lasiopetala</i>	Pavonia
<i>Philadelphus texensis</i>	Mock-Orange
<i>Prunus rivularis</i>	Creel Plum
<i>Prunus minutiflora</i>	Texas Almond
<i>Rhus microphylla</i>	Desert Sumac
<i>Salvia greggii</i>	Autumn Sage
<i>Santolina</i> sp.	Santolina
<i>Styrax platanifolia</i>	Sycamore-Leaf Styrax
<i>Styrax texana</i>	Silver Bells
<i>Yucca</i> sp.	Spanish dagger

EXHIBIT B
cont.

Shrubs
cont.

Shrubs Restricted for Interior Spaces and Courtyards

<i>Abelia sp.</i>	Abelia
<i>Buxus sp.</i>	Boxwood
<i>Cortaderia selloana</i>	Pampas Grass
<i>Fatsia japonica</i>	Japanese Aralia
<i>Feijoa selloana</i>	Pineapple Guava
<i>Ligustrum sp.</i>	Privet
<i>Nerium oleander</i>	Oleander
<i>Photinia fraseri</i>	Photinia
<i>Raphiolepis indica</i>	Indian Hawthorn

EXHIBIT B
cont.

Shrubs, Vines and Groundcovers

Vines/Groundcovers

<u>Botanical Name</u>	<u>Common Name</u>
<i>Antigonon leptopus</i>	Coral Vine
<i>Bigonia capreolata</i>	Cross Vine
<i>Campsis radicans</i>	Trumpet Vine
<i>Clematis</i> sp.	Clematis
<i>Festuca orina glauca</i>	Blue Fescue
<i>Ficus pumila</i>	Fig Ivy
<i>Gelsemium sempervirens</i>	Carolina Jasmine
<i>Hedera helix</i>	English Ivy
<i>Juniperus</i> sp.	Trailing Juniper
<i>Liriope muscari</i>	Liriope
<i>Louicera</i> sp.	Honeysuckle
<i>Opniopogon japonicus</i>	Monkey Grass
<i>Partnenocissus quinquefolia</i>	Virginia Creeper
<i>Trachelospermum asiaticum</i>	Asian Jasmine
<i>Trachelospermum jasminoides</i>	Confederate Jasmine
<i>Verbena</i> sp.	Verbena
<i>Vitis</i> sp.	Grapes
<i>Wisteria sinensis</i>	Wisteria

EXHIBIT "C"

Research Commons



VOL 8362 PG 1841

EXHIBIT C



9310 BROADWAY, SAN ANTONIO, TEXAS 78217
512/824-9494 FACSIMILE 512/824-3491

FIELD NOTES

FOR

A 200.3 acre tract of land out of 313.40 acre tract as recorded in Volume 3891, Page 416 of the Official Public Records of Real Property of Bexar County, Texas out of a 1,514 acre tract and being out of the J. Pfeiffer Survey No. 7, Abstract No. 1018, County Block No. 4349, the E. Davis Survey No. 6, Abstract No. 1001, County Block 4348, and the P. Tarkington Survey No. 5, Abstract No. 1029, County Block No. 4347, and being further described by the metes and bounds as follows:

- BEGINNING: At a point being the most easterly right-of-way return of the southeasterly corner of the most northwest intersection of Lambda Drive (an 86-foot right-of-way) and Omicron Drive (an 86-foot right-of-way) recorded as Texas Research Park, Phase I Subdivision, in Volume 9521, Pages 153 through 163 of the Deed and Plat Records of Bexar County, Texas;

- THENCE: Southeasterly, with the aforementioned south right-of-way line of Omicron Drive and a curve to the right, said curve having a central angle of $28^{\circ}31'28''$, a radius of 657.00 feet, a chord bearing of $S\ 59^{\circ}25'31''\ E$, a chord distance of 323.72 feet, and an arc distance of 327.08 feet to a Point of Tangency;

- THENCE: $S\ 45^{\circ}09'47''\ E$, continuing along said right-of-way, a distance of 102.03 feet to a Point of Curvature;

- THENCE: Southeasterly, continuing along said right-of-way and a curve to the left, said curve having a central angle of $10^{\circ}16'02''$, a radius of 743.00 feet, a chord bearing of $S\ 50^{\circ}17'48''\ E$, a chord distance of 132.96 feet, and an arc distance of 133.14 feet to a Point of Tangency;

- THENCE: $S\ 55^{\circ}25'48''\ E$, continuing along said right-of-way, a distance of 277.42 feet for a Point of Curvature;

VOL 8362 PG 1842

- THENCE: Southeasterly, continuing along said right-of-way and a curve to the left, said curve having a radius of 680.16 feet, a central angle of $20^{\circ}32'24''$, a long chord bearing and distance of $S\ 65^{\circ}42'02''\ E$, 242.53 feet and an arc distance of 243.83 feet to a Point of Compound Curvature;
- THENCE: Northeasterly, continuing along said right-of-way and a curve to the left, said curve having a radius of 758.20 feet, a central angle of $46^{\circ}45'50''$, a long chord bearing and distance of $N\ 80^{\circ}38'53''\ E$, 601.80 feet and an arc distance of 618.83 feet to a Point of Tangency;
- THENCE: $N\ 57^{\circ}15'58''\ E$, a distance of 330.08 feet along said right-of-way to a Point of Curvature;
- THENCE: Northeasterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 976.00 feet, a central angle of $06^{\circ}47'00''$, a long chord bearing and distance of $N\ 60^{\circ}39'28''\ E$, 115.48 feet and an arc distance of 115.55 feet to a Point of Reverse Curvature;
- THENCE: Northeasterly, continuing along said right-of-way and a curve to the left, said curve having a radius of 1024.00 feet, a central angle of $06^{\circ}47'00''$, a long chord bearing and distance of $N\ 60^{\circ}39'28''\ E$, 121.16 feet and an arc distance of 121.23 feet to a Point of Tangency;
- THENCE: $N\ 57^{\circ}15'58''\ E$, a distance of 120.18 feet along said right-of-way to a Point of Curvature;
- THENCE: Northeasterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 976.00 feet, a central angle of $05^{\circ}26'15''$, a long chord bearing and distance of $N\ 59^{\circ}59'05''\ E$, 92.59 feet and an arc distance of 92.63 feet to a Point of Reverse Curvature;

THENCE: Northeasterly, continuing along said right-of-way and a curve to the left, said curve having a radius of 1024.00 feet, a central angle of $05^{\circ}26'15''$, a long chord bearing and distance of $N 59^{\circ}59'05'' E$, 97.15 feet, and an arc distance of 97.18 feet to a Point of Tangency;

THENCE: $N 57^{\circ}15'58'' E$, a distance of 19.51 feet along said right-of-way to a Point of Curvature;

THENCE: Northeasterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 705.69 feet, a central angle of $49^{\circ}31'17''$, a long chord bearing and distance of $N 82^{\circ}01'36'' E$, 591.12 feet and an arc distance of 609.93 feet to a Point of Compound Curvature;

THENCE: Southeasterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 657.00 feet, a central angle of $61^{\circ}16'26''$, a long chord bearing and distance of $S 42^{\circ}34'32'' E$, 669.61 feet and an arc distance of 702.62 feet to a Point of Tangency;

THENCE: $S 11^{\circ}56'19'' E$, a distance of 117.95 feet along said right-of-way to a Point of Curvature;

THENCE: Southeasterly, continuing along said right-of-way and a curve to the left, said curve having a radius of 1273.00 feet, a central angle of $27^{\circ}43'00''$, a long chord bearing and distance of $S 25^{\circ}47'50'' E$, 609.82 feet and an arc distance of 615.81 feet to a Point of Tangency;

THENCE: $S 39^{\circ}39'20'' E$, a distance of 345.01 feet along said right-of-way to a Point of Curvature;

THENCE: Southeasterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 1476.16 feet, a central angle of $27^{\circ}32'21''$, a long chord bearing and distance of $S 25^{\circ}53'09'' E$, 702.70 feet and an arc distance of 709.51 feet to a Point of Tangency;

THENCE: $S 12^{\circ}06'59'' E$, a distance of 243.35 feet along said right-of-way to a Point of Curvature;

VD08362 PG 1844

- THENCE: Southeasterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 964.00, a central angle of $20^{\circ}35'35''$, a long chord bearing and distance of $S 01^{\circ}49'11'' E$, 344.62 feet and an arc distance of 346.48 feet to a Point of Compound Curvature;
- THENCE: Southwesterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 1277.00 feet, a central angle of $04^{\circ}58'28''$, a long chord bearing and distance of $S 10^{\circ}57'50'' W$, 110.83 feet and an arc distance of 110.87 feet to a point being the most northerly right-of-way return of the northwesterly corner of the most southeast intersection of Omicron Drive and Lambda Drive for a Point of Compound Curvature;
- THENCE: Southwesterly, with a curve to the right, said curve having a radius of 25.00 feet, a central angle of $98^{\circ}00'39''$, a long chord bearing and distance of $S 62^{\circ}27'23'' W$, 37.74 feet and an arc distance of 42.77 feet to a Point of Compound Curvature on the north right-of-way line of the aforementioned Lambda Drive;
- THENCE: Northwesterly, continuing along said north right-of-way of Lambda Drive and a curve to the right, said curve having a radius of 1157.00 feet, a central angle of $09^{\circ}17'07''$, a long chord bearing and distance of $N 63^{\circ}53'44'' W$, 187.30 feet and an arc distance of 187.50 feet to a Point of Tangency;
- THENCE: $N 59^{\circ}15'10'' W$, a distance of 301.98 feet along said right-of-way to a Point of Curvature;
- THENCE: Northwesterly, continuing along said right-of-way and a curve to the left, said curve having a radius of 1243.00 feet, a central angle of $60^{\circ}52'19''$, a long chord bearing and distance of $N 89^{\circ}41'20'' W$, 1259.35 feet and an arc distance of 1320.58 to a Point of Tangency;
- THENCE: $S 59^{\circ}52'30'' W$, a distance of 159.38 feet along said right-of-way to a Point of Curvature;
- THENCE: Northwesterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 657.00 feet, a central angle of $69^{\circ}24'51''$, a long chord bearing and distance of $N 85^{\circ}25'04'' W$, 748.17 feet and an arc distance of 795.96 feet to a Point of Tangency;

- THENCE: N 50°42'38" W, a distance of 4.26 feet along said right-of-way to a Point of Curvature;
- THENCE: Northwesterly, continuing along said right-of-way and a curve to the left, said curve having a radius of 743.00 feet, a central angle of 57°42'09", a long chord bearing and distance of N 79°43'42" W, 717.05 feet and an arc distance of 748.27 feet to a Point of Reverse Curvature;
- THENCE: Northwesterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 657.00 feet, a central angle of 37°34'56", a long chord bearing and distance of N 89°37'18" W, 423.27 feet, an arc length of 430.95 feet to a Point of Compound Curvature;
- THENCE: Northwesterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 1357.00 feet, a central angle of 37°40'26", a long chord bearing and distance of N 51°59'37" W, 876.28 feet and an arc length of 892.27 feet to a Point of Compound Curvature;
- THENCE: Northwesterly, continuing along said right-of-way and a curve to the right, said curve having a radius of 1032.00 feet, a central angle of 54°34'11", a long chord bearing and distance of N 05°52'19" W, 946.17 feet and an arc length of 982.90 feet to a Point of Tangency;
- THENCE: N 21°24'47" E, a distance of 307.75 feet along said right-of-way to a Point of Curvature;
- THENCE: Northeasterly, continuing along said right-of-way and a curve to the right, said curve having a central angle of 01°53'40", a radius of 4,457.00 feet, a chord bearing of N 22°21'37" E, a chord distance of 147.37 feet, and an arc distance of 147.38 feet to a Point of Reverse Curvature;
- THENCE: Northeasterly, continuing along said right-of-way and a curve to the left, said curve having a central angle of 01°14'07", a radius of 4,543.00 feet, a chord bearing of N 22°41'24" E, a chord distance of 97.94 feet, an arc distance of 97.94 feet to a Point of Tangency;
- THENCE: N 22°04'20" E, continuing along said right-of-way, a distance of 263.51 feet to a Point of Curvature;

THENCE: Northeasterly, continuing along said right-of-way and a curve to the left, said curve having a central angle of 06°48'58", a radius of 743.00 feet, a chord bearing of N 18°39'52" E, a chord distance of 88.34 feet and an arc distance of 88.39 feet to a Point of Reverse Curvature;

THENCE: Northeasterly, continuing along said right-of-way and a curve to the right, said curve having a central angle of 91°03'23", a radius of 25.00 feet, a chord bearing of N 60°47'04" E, a chord distance of 35.68 feet and an arc distance of 39.73 feet to the POINT OF BEGINNING, and containing 200.3 acres (8,723,765 square feet) of land, more or less, in Bexar County, Texas.

These "field notes" are based upon the compilation of several field surveys and are not the result of a specific land survey for the 200.3 acres. The intended use of these notes is to define by metes and bounds the boundary of the 200.3 acre "core area" of the Texas Research Park.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.
JOB NO.: 2850-10
DATE: March 7, 1991
DOC. I.D.: 0307-01.NH

VOL 8362 PG 1847

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

APR 01 2000

On Mar 30 2000
At 2:22pm



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Receipt #: 319631
Recording: 155.00
Doc/Mgmt: 6.00
Doc/Num: 2000-0051829
Deputy -Deborah Greiner