

STATE OF TEXAS §
 § ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF COLLIN §

This Economic Development Incentive Agreement (“Agreement”) is made by and between City of Allen, Texas (“City”) and CyrusOne, LLC, a Delaware limited liability company (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Company owns, operates, and develops enterprise-class carrier-neutral 2N redundancy colocation data centers with more than 30 data centers in the United States, Europe and Asia; and

WHEREAS, Company owns or is under contract to purchase approximately 60 acres of land, described in **Exhibit “A”** (“Land”), and intends to develop the Land for the construction and operation thereon, of at least three data centers buildings on the Land with each of the first two (2) Data Centers containing a minimum of 210,000 total square feet of space, and the third data center building containing approximately 140,000 square feet of space (each data center building hereinafter defined as a “Data Center”); and

WHEREAS, Company and Company Affiliates (hereinafter defined) intend to make a Capital Investment (hereinafter defined) of approximately Two Hundred Fifteen Million Dollars (\$215,000,000.00) over the course of a ten (10) year period in the design and construction of the Data Centers, including on-site infrastructure, fixtures installation of Tangible Personal Property, and other improvements necessary for the operation of the Data Centers; and

WHEREAS, Company has advised City that a contributing factor that would induce Company to purchase the Land and construct the Data Centers would be an agreement by City to provide an Infrastructure Grant (hereinafter defined) to Company to defray a portion of the costs of the design, construction, and installation of the Infrastructure (hereinafter defined) and to provide Annual Grants (hereinafter defined); and

WHEREAS, City desires to encourage business relocations and expansions within City that will add property tax base and generate additional sales tax and other revenue for City; and

WHEREAS, City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by City pursuant to and in accordance with those programs; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

WHEREAS, City has determined that making economic development grants to Company in accordance with this Agreement is in accordance with City Economic Development Program and will: (i) further the objectives of City; (ii) benefit City and City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Annual Grants” shall mean: (i) with respect to the First Data Center, ten (10) consecutive annual economic development grants to be provided by City to Company, each in an amount equal to forty percent (40%) of the ad valorem taxes assessed by City against the First Data Center and collected by the City for the applicable Grant Year less the amount of ad valorem taxes assessed by City against the Improvements and collected by the City for the Base Year, to be paid as set forth herein; and (ii) with respect to the Second and Third Data Centers, annual economic development grants for the full Grant Years then remaining during the Eligibility Period (e.g. Completion of Construction of the Second Data Center occurs on August 1, 2020, then Annual Grants for Second Data Center would be paid for Grant Years 2021-2028), to be provided by City to Company, each in an amount equal to forty percent (40%) of the ad valorem taxes assessed by City against the respective Data Center and collected by the City for the applicable Grant Year less the amount of ad valorem taxes assessed by City against the Improvements and collected by the City for the Base Year, to be paid as set forth herein. Annual Grants do not include any additional taxes and interest imposed against the Land pursuant to Tax Code Section 23.55 (Rollback Taxes).

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year” shall mean Tax Year 2017.

“City” shall mean City of Allen, Texas.

“Commencement Date” shall mean the date a certificate of occupancy is issued by the City for the occupancy of the First Data Center.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for commencement of construction of the respective Data Center or Infrastructure, as the case may be; (ii) all necessary permits for the commencement of construction of the respective Data Center or the Infrastructure, as the case may be, pursuant to the respective plans therefore have been issued by all the applicable governmental authorities; and (iii) clearing and/or grading of the Land for the respective Data Center has commenced, or in the case of the Infrastructure, grading of the off-site area has commenced.

“Company” shall mean CyrusOne LLC, a Delaware limited liability company.

“Company Affiliate” shall mean a wholly owned and/or majority owned affiliate entity related to Company by direct or indirect common or overlapping majority ownership or control.

“Completion of Construction” shall mean that: (i) substantial completion of the respective Data Center or the Infrastructure (excluding punch list items), as the case may be, and (ii) the City has issued a certificate of occupancy for occupancy of the respective Data Center, or in the case of the Infrastructure, the City has conducted a final inspection and accepted the Infrastructure.

“Data Center” shall mean a data center building constructed on the Land more fully described in the submittals filed by Company with City from time to time in order to obtain one or more building permits for construction of the Data Center; provided, however: (i) the first Data Center constructed on the Land shall contain a minimum of 210,000 total square feet of space which includes a minimum of 50,000 square feet of office space (the “First Data Center”); (ii) the second Data Center constructed on the Land shall contain a minimum of 210,000 total square feet of space which includes a minimum of 30,000 square feet of office space (the “Second Data Center”); and (iii) the third Data Center constructed on the Land shall contain a minimum of 140,000 square feet of space (the “Third Data Center”), together with the required parking and landscaping.

“Eligibility Period” shall mean the period beginning with January 1 of the first calendar year following the Commencement Date and continuing through and including December 31st of ten (10) consecutive calendar years thereafter. For illustration purposes only, assume that the Commencement Date is August 1, 2018, then the Eligibility Period would begin January 1, 2019, and continue through and include December 31, 2028.

“Expiration Date” shall mean the date of payment of the last of the Annual Grants for the First Data Center, unless sooner terminated as provided herein.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or

inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant Year” shall mean a given Tax Year, except with respect to the Annual Grants, the first Grant Year shall mean the Tax Year beginning January 1 of the calendar year following the Commencement Date.

“Grants” shall collectively mean the Annual Grants and the Infrastructure Grant.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within City.

“Improvements” shall mean the Data Centers constructed on the Land.

“Infrastructure” shall mean the construction of: (i) the line tap and extension of an 8-inch sanitary sewer line bored under Chelsea Boulevard from the west to the boundary of the Land in accordance with plans approved by the City; and (ii) two (2) water lines bored under Allen Commerce Parkway from the south to the boundary of the Land, in accordance with plans approved by the City.

“Infrastructure Eligible Costs” shall mean the third party costs incurred and paid by Company for the construction of the Infrastructure, including up to ten percent (10%) of the construction management costs for the construction of the Infrastructure but not including permit fees and interest.

“Infrastructure Grant” shall mean an economic development grant equal to the Infrastructure Eligible Costs not to exceed Fifty Thousand Dollars (\$50,000.00), to be paid as set forth herein.

“Land” shall mean the real property described in **Exhibit “A”**.

“Payment Request” shall mean (i) with respect to the Annual Grants, a written request from Company to City for payment of the applicable Annual Grant, which request shall be accompanied by copies of the applicable tax statement and/or receipt(s) and/or other evidence reasonably satisfactory to City to establish that the ad valorem taxes assessed by City against the Real Property have been timely paid for such Grant Year; and (ii) with respect to the Infrastructure Grant, copies of bills, receipts and invoices for the costs incurred and paid by Company for the design and construction of the Infrastructure.

“Real Property” shall collectively mean the Land and the Improvements.

“Related Agreements” shall mean any agreement (not including this Agreement) and that certain Economic Development Incentive Agreement by and between the Allen

Economic Development Corporation (“AEDC”) and Company of approximate date herewith, and any agreement by and between AEDC or City, and Company, or any of its affiliated or related entities.

“Required Use” shall mean the continuous ownership of the Land and Improvements, and the continuous operation of the Data Centers.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value as certified by the appraisal district, or its successor, for a given year.

“Zoning” shall mean a planned development zoning district including the applicable concept plan for the development of the Land as a data center campus for the construction and operation of the First, Second and Third Data Centers.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Project; Economic Development Grants

3.1 Project.

(a) First Data Center. Company intends to develop the Land for the construction and operation of at least three (3) Data Centers. Company agrees subject to events of Force Majeure to cause Commencement of Construction of the First Data Center on the Land to occur on or before August 31, 2017, and subject to events of Force Majeure to cause Completion of Construction of the First Data Center to occur on or before July 31, 2018. The Company is not obligated to, but may construct the Second and Third Data Center.

(b) Infrastructure. Company agrees subject to events of Force Majeure to cause Commencement of Construction of the Infrastructure to occur on or before August 31, 2017, and subject to events of Force Majeure to cause Completion of Construction of the Infrastructure to occur on or before July 31, 2018.

(c) Design of Road Widening. Company agrees to cause the design of the widening of Commerce Parkway in accordance with plans approved by the City to deliver those design plans signed and sealed by a professional engineer to the City within four (4) months of the City’s request

(which must be delivered in writing, with a return receipt). City may, but is not obligated to, widen Commerce Parkway in accordance with the applicable standards and regulations.

3.2 Annual Grants.

(a) Annual Grants. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Grants pursuant to Article V hereof, City agrees to provide Company with the Annual Grants, to be paid within thirty (30) days after City's receipt of the applicable Payment Request following March 1 of each calendar year (or the immediately following business day if March 1 is not a business day), beginning with March 1 of the calendar year following the first Grant Year and ending March 1 of the calendar year following the end of the Eligibility Period, provided City has timely received City ad valorem taxes assessed against the Real Property in full for the respective Grant Year (i.e., the tax year immediately preceding the year in which an Annual Grant is to be made). It is the intention of the Parties that Company is entitled to ten (10) consecutive Annual Grants for the First Data Center and is entitled to an Annual Grant for each of the Second and Third Data Centers for which Completion of Construction has timely occurred for the Grant Years then remaining during the Eligibility Period, not to exceed ten (10) consecutive Annual Grants. Failure to timely submit a Payment Request for a given Grant Year shall operate as a forfeiture of the Annual Grant for such Grant Year.

(b) Tax Protest. In the event Company or another party timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Real Property with the applicable Collin County Appraisal District (the "Appraisal District"), the obligation of City to provide the Annual Grant with respect to the respective Data Center, for such Tax Year shall be abated until a final determination has been made of such protest or contest. In the event Company or another party protests and/or contests results in a final determination that changes the appraised value and/or the Taxable Value of the Real Property or the amount of ad valorem taxes assessed and due for the Real Property after an Annual Grant has been paid for such Tax Year, the Annual Grant for such Tax Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Grant or within thirty (30) business days after such determination in the event no further Annual Grants are due under the Agreement.

(c) Refunds and Underpayments of Annual Grants. In the event City or Company reasonably determines that the amount of an Annual Grant paid by City to Company was incorrect, such Party (the "Requesting Party") shall notify the other Party (the "Receiving Party") in writing within sixty (60) days of payment of the applicable Annual Grant. Such notice shall include such records, reports and other information reasonably necessary to support such determination. Receiving Party shall have thirty (30) days after receipt of such notification to dispute the Requesting Party's determination. If Receiving Party disputes the determination of the Requesting Party the Parties shall seek to amicably resolve the matter, subject to the Parties' right to pursue any available rights or remedies in connection therewith. If the adjustment is not disputed, the Company shall, within sixty (60) days after receipt of written notification thereof from City specifying the amount by which such Annual Grant exceeded the correct amount to which Company was entitled, pay such amount to City. If City reasonably determines that the amount

by which such Annual Grant was less than the correct amount to which Company was entitled (together with such records, reports and other information necessary to support such determination), City shall, within sixty (60) days, pay the adjustment to Company.

3.2 Infrastructure Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Grants pursuant to Article V hereof, City agrees to provide Company with the Infrastructure Grant, to be paid within thirty (30) days after City receipt of the applicable Payment Request following the Completion of Construction of the Infrastructure.

3.3 Limitations of Grants. None of the obligations of City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution without the prior written consent of City.

3.4 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, City shall have no obligation or liability to provide any Grants except as allowed by law. Under no circumstances shall the obligations of City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Grants shall be paid from the general funds of City or from such other funds of City consistent with Article III, Section 52(a) of the Texas Constitution.

Article IV Conditions to Grants

The obligation of City to pay the Grants shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the applicable Grant, timely provide City with the applicable Payment Request. The failure to timely submit the Payment Request for the respective Grant shall operate as a forfeiture of the Grant for which the Payment Request is submitted.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.3 Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Land shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Land and Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure.

4.4 Continuous Ownership. During the term of this Agreement, following the Effective Date and continuing thereafter until the Expiration Date, Company or Company Affiliate shall continuously own the Land and the Data Centers constructed thereon.

4.5 Closing on the Land. Company shall have closed the purchase and sale of the Land on or before July 31, 2017.

4.6 Zoning Approval. Company has obtained the City approval of the Zoning.

Article V

Termination; Repayment

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by City, if any Impositions owed to City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by City, if Company suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event the Agreement is terminated by City pursuant to Section 5.1 (b), (c), (d) or (e), Company shall immediately refund to City an amount equal to the amount of the Grants that have been provided by City to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

5.3 Offsets. City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due City has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. City Manager shall have the authority to approve any amendments to this Agreement and any instruments related thereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Peter H. Vargas
City Manager
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: General Counsel
and Attn: Sylvia Kang
Vice President of Site Selection and Acquisitions
CyrusOne LLC
2101 Cedar Springs Road, Suite900
Dallas, Texas 75201

6.6 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties. City Manager, or designee, shall have the authority to enter into any amendments to this Agreement on behalf of City.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of City Manager.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f) Company shall repay the Grants herein and any other funds received by Company from City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not

liable for a violation of this Section by a Company Affiliate, or franchisees of Company or by a person or entity with whom Company contracts.

6.16 Conditions Precedent. This Agreement is subject to and conditioned upon the following conditions which are a condition precedent to the effectiveness of this Agreement and obligations of the Parties hereunder: (i) Company closing its purchase of the Land on or before July 31, 2017; and (ii) Company has obtained City approval of the Zoning.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2017.

CYRUSONE LLC

By: _____
Sylvia Kang, Vice President of
Site Selection and Acquisitions

EXHIBIT "A"

**LEGAL DESCRIPTION
TRACT 1
65.578 ACRES**

Being a 65.578 acre tract of land situated in the City of Allen, Collin County, Texas, being a part of the George Philips Survey, Abstract Number 701 and being a part of the 88.7 acre tract of land conveyed in partial interest to Brookside Partners, LTD by deed of record in Volume 4066, Page 1839 of the Official Public Records, Collin County, Texas, and a part of the 88.7 acre tract of land conveyed in partial interest to Nimbus Partners, L.P. by deed of record in Volume 5823, Page 6149 of said Official Public Records, said 65.578 acre tract being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap stamped "Westwood PS" set in a public road locally known as Ridgeview Drive at the intersection of the east right-of-way line of Chelsea Boulevard with the south line of the 173.0607 acre tract of land conveyed to Allentowne Mall, LP by deed of record in Document No. 20060403000429310 of said Official Public Records, same being the northwest corner of said 88.7 acre tract;

THENCE North 89 degrees 13 minutes 42 seconds East departing said intersection and continuing with the south line of said 173.0607 acre tract and along said Ridgeview Drive, distance of 940.00 feet to a 5/8" iron rod with cap stamped "Westwood PS" set for the most northerly northwest corner of the herein described tract, the **TRUE POINT-OF-BEGINNING**;

THENCE North 89 degrees 13 minutes 42 seconds East continuing with said south line and along said Ridgeview Drive, a distance of 656.28 feet to a 1/2" iron rod found for the northeast corner of said 88.7 acre tract;

THENCE South 04 degrees 31 minutes 00 seconds West, at 55.04 feet passing a 1/2" iron rod found at the southwest corner of the 0.488 acre tract of land conveyed to the City of Allen by deed of record in Volume 4817, Page 980 of said Official Public Records and the northwest corner of Lot 2R, Block A of the Replat of Ridgeview Memorial Park, an addition to the City of Allen, according to the plat of record in Volume M, Page 460 of the Plat Records, Collin County, Texas and continuing along the west line thereof, a total distance of 1,567.68 feet to a 1/2" capped iron rod found for the southwest corner of said Lot 2R and the northwest corner of Lot 1, Block A of Allen Commerce Center Addition, an addition to the City of Allen, according to the plat of record Volume 2016, Page 772 of said Plat Records;

THENCE South 05 degrees 14 minutes 11 seconds West, a distance of 1,117.65 feet to a 1/2" capped iron rod stamped "Collins 1764" found in the north line of Allen Commerce Parkway for the southeast corner of said 88.7 acre tract;

THENCE South 89 degrees 41 minutes 09 seconds West, along and with the north line of said Allen Commerce Parkway, a distance of 1,331.15 feet to a 1/2" iron rod with cap stamped "DAA" found for the southeast corner of Lot 1R, Block B of the North Allen Substation, an addition to the City of Allen, according to the plat of record Volume 2008, Page 517 of said Plat Records, same being the southwest corner of said 88.7 acre tract;

EXHIBIT "A"

THENCE North 00 degrees 55 minutes 51 seconds West, at 195.23 feet passing a 5/8" iron rod found for the northeast corner of said Lot 1R and continuing along the east right-of-way line of said Chelsea Boulevard, a total distance of 950.00 feet to a 5/8" iron rod with cap stamped "Westwood PS" set for the most westerly northwest corner of the herein described tract;

THENCE North 89 degrees 40 minutes 30 seconds East, departing said east right-of-way line and continuing over and across said 88.7 acre tract, a distance of 296.76 feet to a 5/8" iron rod with cap stamped "Westwood PS" set for an ell corner in the west line of the herein described tract;

THENCE North 19 degrees 54 minutes 06 seconds East, a distance of 527.65 feet to a set 5/8" iron rod with cap stamped "Westwood PS";

THENCE North 19 degrees 42 minutes 38 seconds East, a distance of 1,302.90 feet to the **POINT OF BEGINNING** and containing **2,856,572 square feet** or **65.578 acres of land**.