

## **AGREEMENT**

This Agreement (the "Agreement") is made and entered into this 5<sup>th</sup> day of December, 2018 (the "Effective Date"), by and between Computers, Electronics, Office, Etc., Ltd., a Texas limited partnership, d/b/a CEO Communications ("Operator"), and HTT OPTICS, LTD., a Texas limited partnership ("Owner"). The Owner and Operator are sometimes referred to collectively as the "Parties," and individually as the "Party."

## **RECITALS**

**WHEREAS**, Operator holds a SPCOA License No. 60974 and is in the business of constructing, installing, operating and maintaining the equipment necessary to provide high-speed Internet services, multi-channel video programming and digital voice services, to residential properties; and

**WHEREAS**, Owner is in the business of investing in certain projects and desires to invest in the design and construction of (i) the fiber optic network (referred to herein as the "Distribution System") in that certain residential single-family home community known as the "Brewster Point" (referred to herein as the "Subdivision"), to be located in the Public Utility Easement on the real property being:

**BREWSTER POINTE SUBDIVISION, PHASES 1 AND 2, AN ADDITION TO COLLEGE STATION, BRAZOS COUNTY, TX, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 14867, PAGE 216 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (the "Property");**

**WHEREAS**, Operator desires to provide for the option of digital communications services by subscription to residents in the area of the Distribution System; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **AGREEMENT**

### **I. DISTRIBUTION SYSTEMS:**

1.1 **Plans.** Operator will submit for Owner's approval a network design plan including a proposed construction schedule ("**Plans**", attached as **Exhibit "A"** to this Agreement), which will provide specifications (including type and size) for components of the Distribution System to be installed or used by the Operator. All work performed by the Operator or its agents on the Distribution System will be performed in a proper and workmanlike. Operator will obtain at its sole expense and keep current all permits, licenses and approvals needed for the installation and operation of the Distribution System and the provision of Services (herein defined).

Owner agrees to cooperate and assist Operator in procuring and maintaining all such all permits, licenses and approvals needed for the installation and operation of the Distribution System at the Property.

1.2 **Distribution System.** The "**Distribution System**" consists of any and all equipment, facilities and components, excluding the In-Home Wiring that are installed or used by the Operator for the purpose of providing the Services to the Owner and to the individual home owners who subscribe to the Distribution System. Operator will design, install and maintain the Distribution System according to specifications provided by the Operator, and has the right to upgrade the Distribution System in its sole

discretion. Owner shall fund all construction costs related to the Distribution System. The conduit will be provided by the Operator, paid for by the Owner, and installed by the Owner according to specifications provided by the Operator. The hardware comprising the Distribution System in will be provided by the Operator but paid for by Owner, and installed by the Operator according to specifications provided by Operator. The hardware comprising the Distribution System installed within the property bounds of the individual lot owners will be provided by the Operator, paid for by the Home Owner, and installed by the Operator according to specifications provided by the Operator. The "In-Home Wiring" consists of the coaxial cable, Ethernet and/or similar wiring that will be provided and installed by the Home Owner or by one or more homebuilders within Homes constructed on individual lots near the Distribution System. The In-Home Wiring will conform to specifications to be provided by the Operator.

**2. SYSTEM CONSTRUCTION COSTS.**

Owner will pay to Operator the actual cost plus 15% of designing, engineering, constructing, and installing the Distribution System (the "System Construction Cost"). Actual cost will accrue as the sum of valid invoices submitted by the Operator. Each such invoice will be supported by confirming documentation, and will be paid by the Owner within twenty (20) days of its receipt. The components so-purchased will be the sole property of the Owner free and clear of all liens and encumbrances. During the Term of this Agreement, the Operator is granted the exclusive right to access and use the Distribution System, and no person or entity other than the Operator may access, interconnect with or otherwise utilize any portion of the Distribution System without the Operator's prior written consent. Operator will promptly execute and deliver to the Owner any documents reasonable required by Owner to effectuate assignment of legal title to the Distribution System to the Owner.

**2.1 COMPENSATION**

Owner will receive compensation for use of the Distribution System by means of the revenue-sharing arrangement, under which Operator will pay to Owner a monthly royalty fee (the "Royalty Fee") consisting of an amount equal to a portion of the gross recurring revenue (the "Data Service Revenue") actually collected by Operator from residents who subscribe to the Distribution System. The Data Service Revenue does not include any taxes, documented assessments or fees levied by and paid to any governmental agency or authority with respect to the operation of the Distribution System, installation or other service-related fees and charges. For each of the Data Service Plans offered to residents, the initial monthly subscription prices and monthly Royalty Fee payment amounts are set forth in the following table:

**TABLE I (Bulk Services)**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Data Service Plan</b>	<b>Monthly Data Limit</b>	<b>Initial Subscriber Rate (per month)</b>	<b>Royalty Fee/mo paid to Owner</b>	<b>Acct Fee/mo retained by Operator</b>
30 Mbps	100Gb	\$29.99	\$12.74 (42.5%)	\$17.25 (57.5%)

**TABLE II (Additional Services)**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Data Service Plan</b>	<b>Monthly Data Limit</b>	<b>Initial Subscriber Rate (per month)</b>	<b>Royalty Fee/mo paid to Owner</b>	<b>Acct Fee/mo retained by Operator</b>
50 Mbps	250 Gb	\$39.99	\$20.83 (52.1%)	\$19.16 (47.9%)
100 Mbps	350 Gb	\$54.99	\$27.33 (49.7%)	\$27.66 (50.3%)
200 Mbps	None	\$69.99	\$33.74 (48.2%)	\$36.25 (51.8%)
1000 Mbps	None	\$119.99	\$46.44 (38.7%)	\$73.55 (61.3%)

Data Service Revenue also includes revenue derived from surcharges imposed by Operator on subscribers to the Data Service for usage of bandwidth in excess of 50 Gigabits over plan allotment during any 30-day billing cycle, and the additional options offered to Residents, the initial monthly subscription prices and monthly Royalty Fee payment amounts shown in the following table:

**TABLE II**

<b>Additional Option</b>	<b>Initial Subscriber Rate (per month)</b>	<b>Royalty Fee/mo paid to Owner</b>	<b>Acct Fee/mo retained by Operator</b>
Static Public IP	\$14.99	\$7.49	\$7.49 (50%)
Additional 50 Mbps	\$9.99	\$4.99	\$4.99 (50%)
Upgrade to Unlimited Data	\$14.99	\$7.49	\$7.49 (50%)

2.3 The Royalty Fee will be paid monthly within 30 days following the end of each month. Together with each Royalty Fee payment, Operator will provide Owner with a detailed statement of gross collected revenues for the Data Services during the month for which the Royalty Fee is paid. Once a year, upon ten (10) days written notice, Owner will be allowed to review and audit, during business hours at Operator's offices, Operator records relating to the statement of gross Data Service Revenue; provided that any such review and audit is limited to records relating to Data Services Revenue received during the 12-month period immediately preceding the date on which review and audit are requested, and Owner has no right to review or audit Operator's records relating to Data Services Revenue received by Operator before that period. Either Operator or Owner will correct any error by paying the deficient amount, if any, to the other by the 20<sup>th</sup> day of the month following the review or audit.

2.4 The Operator has the right under the Service Agreement to increase from time to time, in its sole discretion, the monthly subscription rates charged for Data Service Plans other than the Base Data Plan. In the event that the subscription rate for any Data Service Plan increases, the amount of the Royalty Fee payment will be adjusted to ensure that the amount of the Royalty Fee payment remains the same percentage of the new Subscriber Rate as the percentage of the initial Subscriber Rate set forth in the table in Section 2 of this Agreement. The new Royalty Fee amount obligation become effective as of the date when the next Royalty Fee payment becomes due after implementation of the increased Data Service subscription rate.

2.5 All Royalty Fee payments specified in this Agreement will be paid and mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **SERVICES.**

3.1 Beginning on the Start-Up Date, the Operator will make the Bulk Services available to each Home for which the Bulk Data Services are activated as further set forth on Table I. "Bulk" means an arrangement under which the subdivision HOA is billed and pays for Services that are provided to all or substantially all Homes without the need for Residents to request or order such Service. In addition, Operator may offer Additional Services (including without limitation upgraded Data Services, Video Services and Voice Services) to Residents on an individual subscription basis as described on Table II and Table III. During the Term, subject to Legal Requirements, the Owner nor Operator will not contract with or otherwise permit any service provider that competes with the Distribution System to provide any Data Services or Video Services by means of a central Distribution System. The "Start-Up Date" is the date on which the Distribution System is activated and the Services are first made available to any subscriber in the area of the Distribution System. Operator shall use reasonable efforts to respond to reports of service outages and to restore such services thereafter. Operator has the right to add or delete features to and from the Services, so long as the Services provided are of a quality reasonably comparable to that offered by Operator at comparable properties.

3.2 Pricing for Subscription Services.

a. Operator shall establish its own contractual and billing relationship with all subscribers who order any Additional Services above and beyond the Bulk Services. Prices and fees for the Additional Services will be determined solely by Operator and may change from time to time, provided that the initial monthly subscription rate for the Base Data Plan will not be increased. Operator reserves the right to suspend or terminate the Additional Services with respect to any subscriber who fails to pay Operator's bill when due or violates the terms of any applicable Acceptable Use Policy ("AUP") in effect from time to time. Owner is not responsible for any charges owed to Operator by any subscriber in connection with the Services.

b. The initial stated prices for Services are exclusive of any and all applicable federal, state, or local sales, use, excise, gross receipts and other taxes, fees, assessments and similar amounts in connection with the Services, which taxes and fees shall be added to the prices for Services in each customer bill as applicable and without advance notice, but taxes assessed on Operator's income shall not be added to customer bills.

#### 4. DEFAULT AND TERMINATION.

4.1 Default. This Agreement may be earlier terminated by either Party for Cause. "Cause" means:

a. A breach by a Party of any material obligation to be performed by such Party under this Agreement, that is not cured by the breaching Party within 60 calendar days following the breaching Party's receipt of written detailed notice thereof ("Cure Period"); provided however, that: (i) the 60-day Cure Period does not apply to any breach of a monetary obligation set forth in this Agreement; (ii) if any non-monetary breach cannot reasonably be cured within the Cure Period, Cause for terminating this Agreement does not occur if the defaulting party commences to cure the breach within the Cure Period and diligently completes the cure as soon as reasonably practicable; and (iii) the obligation to cure may be extended by the operation of Section 5.16 ("Force Majeure"), except that if such breach is the failure to make a payment when due, the breaching party shall not be entitled to any such extension of time pursuant to Section 4; or

b. A Party's becoming a debtor in a bankruptcy or similar proceeding that is not dismissed or discharged within 60 days (for voluntary proceedings) or 120 days (for involuntary proceedings), or a Party's becoming insolvent.

If Cause exists, the non-defaulting Party may (i) terminate this Agreement by giving 30 days prior written notice; (ii) bring an action against the defaulting party for damages and/or injunctive relief; and (iii) seek any other available legal or equitable remedy. In any action brought to enforce a term or condition of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees.

#### 5. MISCELLANEOUS.

5.1 Confidentiality. Except as set forth in this Section, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with this Agreement or the Services Agreement, and (c) this Agreement, all associated documentation and correspondence, and the Parties' respective rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each Party agrees to use the same means it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient

Party without the prior written consent of the disclosing Party; provided, however, that each Party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents, investors, potential purchasers or those of its affiliates who have a need to have access to such Information in connection with their employment or engagement, and Owner may disclose this Agreement to any current or prospective lenders, partners, provided the recipient Party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

The obligations set forth in Section 5.1 prevent any Party from disclosing information that belongs to such Party or is (a) already known by the recipient Party without an obligation of confidentiality other than under this Agreement, (b) publicly known or becomes publicly known through no unauthorized act of the recipient Party, (c) rightfully received from a third party without any obligation to keep confidential, (d) independently developed without use of the disclosing Party's Confidential Information, or (e) disclosed without similar restrictions to a third party by the Party owning the Confidential Information. If Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior written notice of such requirement. Upon written request at the termination of this Agreement, all documented Confidential Information (and all copies thereof) owned by the requesting Party (if previously received by the terminating Party) will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party.

5.2 Term. This Agreement will remain in full force and effect for as long as the Operator provides any Services from the Distribution System and Owner remains the owner of such equipment.

5.3 Binding Effect and Assignment. This Agreement (including all Exhibits) shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. If at any time the Operator's rights under this Agreement are assigned to a third party, the assignment of Operator's obligations under this Agreement to such third party shall be a express condition of such assignment, and upon the Owner's receipt of written assignment and the written assumption of this Agreement by such third party assignee, the Operator shall be relieved of all obligations under this Agreement, and the Owner shall look to the assignee for the same. Furthermore, if at any time the Operator arranges, other than by means of an assignment of this Agreement, for the Services to be provided by a third party service provider (a "Service Provider"), then assignment of Operator's obligations under this Agreement to such Service Provider shall be an express condition of such arrangement, and upon the Owner's receipt of written assignment and the written assumption of this Agreement by such Service Provider, the Operator shall be relieved of all obligations under this Agreement, and the Owner shall look to the assignee for the same.

5.4 Applicable Law. This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles. Venue shall be in Brazos County, TX.

5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other. The individual signing on behalf of the named party personally warrants and represents that he or she is the duly authorized agent of that party with the authority to execute this Agreement on behalf of the party.

5.6 No Waivers. A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require

performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

5.7 Entire Agreement. This Agreement contains the entire understanding of the Parties with regard to the subject matter hereof. This Agreement supersedes all previous conversations, negotiations, and representations, both written and oral concerning the subject matter hereof, and may not be modified except in writing, signed by each Party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties. For purposes of this Section 5.7, "writing" does not include e-mail, text message or any similar electronic communication.

5.8 Enforcement Costs. In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing Party may recover from the other party, in addition to other relief, all costs and expenses, including without limitation reasonable legal fees, and court costs, incurred by the prevailing Party.

5.9 Representations and Warranties. The Owner and the Operator each represents and warrants that: (i) it has taken all requisite action to approve the execution, delivery and performance of this Agreement (and Owner will provide Operator with reasonable evidence of such upon request), and (ii) the execution, delivery and performance of this Agreement shall not result in the breach of any agreements it has with third parties.

5.10 Indemnification. Each Party (each, an "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and their affiliates and their respective directors, officers, and employees (each an "Indemnified Party") from and against any and all claims, demands, suits, actions, proceedings, investigations, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and other expenses of litigation), suffered, incurred, or asserted by or against any Indemnified Party resulting from or arising out of any: (a) breach or alleged breach by the Indemnifying Party of any representation, warranty or covenant contained in this Agreement; (b) damages to the Property or any personal property or personal injury caused by the Indemnifying Party; or (c) gross negligence or willful misconduct of the Indemnifying Party.

5.11 Disclaimer: Limitation of Liability. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE DATA DISTRIBUTION SYSTEMS OR THE PROVISION OF SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE. WITHOUT LIMITING ANY INDEMNIFICATION OBLIGATION HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE FORESEEABILITY THEREOF, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. OPERATOR IS NOT LIABLE TO OWNER OR TO ANY THIRD PARTY INCLUDING ANY USER OF THE SERVICES FOR CLAIMS ARISING FROM OR RELATING TO SUCH PERSON'S USE OF THE SERVICES, OR TO ANY CONTENT ACCESSED OR UPLOADED TO THE PUBLIC INTERNET BY MEANS OF OPERATOR'S DATA DISTRIBUTION SYSTEMS.**

5.12 Notices. All notices and other communications from either Party to the other hereunder shall be in writing and shall be deemed received: (a) upon actual receipt when personally delivered; (b) 5 business days after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; or (c) 1 business day after delivery to any nationally-recognized overnight delivery service on a

business day for prepaid delivery on the next business day. Notices will be sent to the addresses stated on the signature page hereof. Either Party may change its contact information by notifying the other Party of the change in the manner set forth in this Section. Any such change of address shall not be effective until five (5) days after receipt of the notice by the other Party, as determined under this Section.

5.13 Applicable Law; Entire Agreement; Modification. The validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to law of conflicts or choice of law). This Agreement, including all Exhibits, Schedules, Amendments, Addenda and other attachments, constitutes the entire agreement, whether written or oral, between the Parties, and supersedes all previous agreements, understandings, commitments or representations concerning the subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by the Party against whom the amendment, modification or waiver is sought to be enforced.

5.14 Arbitration. Any dispute or claim arising out of the interpretation, performance, or breach of this Agreement, including without limitation claims alleging fraud in the inducement, shall be resolved only by binding arbitration, at the request of either Party, in accordance with the rules of the American Arbitration Association, modified as herein provided. The arbitration shall be decided by one arbitrator and the arbitrator shall be, to the fullest extent available, either a retired judge or selected from a panel of persons trained and expert in the subject area of the asserted claims in accordance with the rules of the American Arbitration Association. The arbitrator shall apply the substantive law of the State in which the Property is located to the proceeding, except to the extent Federal substantive law would apply to any claim. The arbitration shall be conducted in the largest metropolitan area in the locale of the Property. An award may be entered against a Party who fails to appear at a duly noticed hearing. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the reasons on which their decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The Parties acknowledge and agree that no class arbitration shall be permissible hereunder. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The Parties shall share equally the arbitrator's fees and other costs of the arbitration but in any action brought by either Party to enforce a term or condition of this Agreement against the other Party, the prevailing Party shall be entitled to recover from the other Party its costs and reasonable attorneys' fees. This Section and any arbitration conducted shall be governed by the United States Arbitration Act (9 U.S.C. Section 1, et seq.). The transactions contemplated herein involve commerce, as defined in said Act.

5.15 Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in the event of any such conflict, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

5.16 Force Majeure. Neither Party shall be liable to the other Party or others for any failure to perform its obligations under this Agreement where such failure was caused by an act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of government or other cause of similar or different nature beyond the affected Party's reasonable control, including, but not limited to, any problem associated with the construction, use and/or operation of Operator's fiber optic network, Internet circuits owned by third parties, the public Internet or any problem associated with other equipment owned or maintained by others.



5.17 Public Notices. Owner agrees that Operator may cause this Agreement or any statement or other instrument related to this Agreement, including the License and Memorandum of Agreement, to be filed or recorded among the public records, and that Owner has granted Operator the License and other rights in this Agreement. Each Party hereto agrees to execute and, if necessary, to file with the appropriate governmental entities, such documents, and take such further action, as the other Party hereto shall reasonably request in order to carry out the purposes of this Agreement.

5.18 Interpretation; Further Actions; Survival; No Agents or Joint Venture; Counterparts. This Agreement has been fully reviewed and negotiated by the Parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, the judicial doctrine according to which documents are to be construed against the drafter or provider of such document does not apply to this Agreement. All covenants and conditions herein, which by their terms or nature, extend beyond the termination or expiration of this Agreement, shall survive such termination or expiration until fully performed including, but not limited to, indemnification and confidentiality obligations. The relationship of Owner and Operator is that of independent contractor, and accordingly, no Party hereto shall act as or be deemed an agent of the other Party hereto, or take any action or do anything that would create an obligation or liability of the other Party hereto or cause any third party to believe that such Party is an agent of the other Party hereto or that such Party is authorized to act on behalf of the other Party hereto. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument. This Agreement shall be binding upon the faxing by each Party of a signed signature page thereof to the other Party.

5.19 Survival. The provisions of this Agreement will survive the expiration or any earlier termination of this Agreement for a period of one (1) year thereafter.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as of the day and year first written above.

**OWNER:**

HTT FIBER, LTD.,  
a Texas limited partnership

Date: December 5<sup>th</sup>, 2018

By: HTT FIBER MANAGEMENT, LLC,  
a Texas limited liability company,  
Its general partner

BY:   
Charles R. Jackson, MANAGER

3001 Earl Rudder Fwy S.  
College Station, TX 77845

**OPERATOR:**

**Computers, Electronics, Office, Etc., Ltd.,  
a Texas limited partnership,  
dba CEO Communications**

Date: December 5<sup>th</sup>, 2018

By: CEO Management, LLC,  
a Texas limited liability company,  
its general partner

By:   
Charles R. Jackson, MANAGER

3001 Earl Rudder Freeway S.  
College Station, Texas 77845

EXHIBIT "A"  
PLANS