**CITY OF AUSTIN / HANGER ORTHOPEDIC GROUP**

**CHAPTER 380**

**ECONOMIC DEVELOPMENT AGREEMENT**

This Chapter 380 Economic Development Agreement ("***Agreement***") is made and entered into by and between HANGER ORTHOPEDIC GROUP, INC., a Delaware corporation qualified to do business in Texas ("***Hanger***"), and the CITY OF AUSTIN, TEXAS, a home rule city and municipal corporation ("***City***").

## RECITALS

A. The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in Austin.

B. The City has authorized the City Manager to make a grant of money to Hanger to (i) relocate its headquarters to Austin and make capital investments in the Desired Development Zone (defined below), and to (ii) retain existing jobs at its Austin-based subsidiary, Innovative Neurotronics, Inc. and create new full-time jobs at its new Austin headquarters ((i) and (ii) together are the "***Project***").

C. Relocation of Hanger's headquarters to Austin will further state and local economic development and stimulate business and commercial activity in Austin.

D. Hanger accepts the City's grant and agrees to carry-out the Project in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Hanger agree as follows:

## I. Authority

1.01 City Authority. The City represents that its execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City.

1.02 Hanger Authority. Hanger represents that its execution and performance of this Agreement constitutes a valid and binding obligation of Hanger in the event Hanger proceeds to locate the Project at its site in the City's Desired Development Zone. The City acknowledges that Hanger is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to invest its funds and expand employment in Austin. As used herein, the City's "***Desired Development Zone***" means the area defined in Section 25-1-21(26) of the Austin City Code.

## II. Hanger's Obligations

2.01 Investment in the Desired Development Zone. After the Effective Date (defined in **Section 3.01)** and before December 31, 2014, the Project will provide for the investment of at least $2,114,252 in the making of leasehold improvements to its facilities located in the City of Austin on the real property more particularly described on **Exhibit "A"** attached hereto "***Headquarters***"). The Project shall provide for the investment of at least $2,938,682 in furniture, fixtures and equipment ("***FF&E***") to be used at the Headquarters before December 31, 2014. The Project shall also provide for the investment of at least $1,691,401 in "Machinery and Equipment" to be installed and used at the Headquarters before December 31, 2014. "***Machinery and Equipment***" means machinery and equipment purchased and installed and used at the Headquarters for the purpose of supporting the operations of Hanger. To clarify, equipment included in Machinery and Equipment will be attached to the improvements at the Headquarters as a fixture and equipment included in FF&E will not be so attached.

2.02 Creation of New Full-Time Jobs.

(a) Hanger shall create at least 133 "New Full-Time Jobs" by December 31, 2010, and shall maintain at least such number of New Full-Time Jobs as of December 31st of each year thereafter through 2014. For each year during such period in which Hanger achieves such New Full-Time Jobs target and complies with each of its other obligations under this Agreement, Hanger shall be entitled to receive an annual economic development grant payment as provided in **Section 3.01** below. For purposes of this Agreement, "***New Full-Time Jobs***" means jobs meeting both of the following criteria: (i) full-time jobs created in or relocated to the City of Austin after the Effective Date performed by employees of Hanger or one of its subsidiaries , and (ii) with an average annual compensation of at least $97,343 per year (excluding benefits).

(b) Hanger shall also be entitled to receive additional annual economic development grant payments for each year 2015 through 2019 as provided in **Section 3.01** if Hanger has created a total of 250 New Full-Time Jobs by December 31, 2014, maintains such number of New Full-Time Jobs each year thereafter through 2019, and has complied with each of its other obligations under this Agreement.

(c) If Hanger does not timely satisfy the job creation provisions for any year as set forth in the preceding **Section 2.02(a)** or **(b)**, Hanger shall have a cure period of 90 days after the end of the applicable year to create the requisite number of New Full-Time Jobs.

2.03 Retention of Existing Jobs.

(a) Hanger shall use its good faith efforts to retain at least 19 full-time jobs at its subsidiary Innovative Neurotronics, Inc., which is currently located in Austin, for the term of this Agreement. To count towards satisfaction of this provision, each retained job must be a full-time job performed in the City of Austin by employees of Innovative Neurotronics (the "***Existing Job***").

(b) If on December 31 of any year during the term of this Agreement the number of Existing Jobs retained is less than 19, the number of New Full-Time Jobs required under Section **2.02** shall be increased job for job by the amount of the deficit in Existing Jobs.

2.04 Recruiting.

(a) Hanger shall adhere to its "Fair Employment Practices" procedures, attached to this Agreement as **Exhibit "B."** In connection therewith, Hanger shall use its good faith efforts to work with non-profit organizations such as the Austin Asian American Chamber of Commerce, the Capital City African American Chamber of Commerce, the Career Expo for People with Disabilities, the Greater Austin Hispanic Chamber of Commerce, the National Society of Black Engineers, the Out and Equal Summit, and the Society of Hispanic Professional Engineers, and other appropriate organizations, to expand its pool of diverse candidates in recruiting efforts. Hanger may voluntarily, but is not required to make any monetary payments or other contributions to these organizations in connection with its outreach.

(b) Hanger shall make reasonable efforts to employ residents of the Austin Round Rock Metropolitan Statistical Area for its New Full Time Job recruiting efforts.

2.05 Local Business Participation.

(a) In an effort to further stimulate and positively impact the local economy, Hanger shall use commercially reasonable efforts to provide local small businesses and minority-, women- and veteran-owned businesses, an equal opportunity to participate as suppliers for materials and services purchased by Hanger exclusively for use at the Headquarters. Within 90 days after the Effective Date, Hanger shall develop and submit to the City a reasonable supplier diversity policy regarding Hanger's procurement of materials and services for use exclusively at the Headquarters, which policy may be reasonably modified from time to time by Hanger. Hanger further agrees to adhere to this policy for the procurement of materials and services at the Headquarters. With respect to any individual procurement of materials or services in which the cost is $5,000 or less, Hanger is encouraged, but not required, to adhere to the requirements of this **Section 2.05(a)**. The requirements of this **Section 2.05(a)** shall not apply to legal or accounting services.

(b) Hanger shall comply with the applicable standards and principles of Chapters 2-9A through 2-9D of the City's ordinance for minority-owned and women-owned business enterprises ("***M/WBE Program Ordinance***"), in existence as of the Effective Date, in the design and construction of Hanger's facilities at the Headquarters, including, but not limited to, leasehold improvements.

(c) With respect to any design or construction projects at the Headquarters (including, but not limited to, leasehold improvements), Hanger's architect and general contractor must use its good faith efforts to meet the following ethnic-specific participation goals:

| | Construction-Related Professional Services Participation Goals | Construction Participation Goals |
|---|---|---|
| African-American-owned Business Enterprises | 1.9% | 1.7% |
| Hispanic-owned Business Enterprises | 9.0% | 9.7% |
| Asian-American and Native American-owned Business Enterprises | 4.9% | 2.3% |
| Women-owned Business Enterprises | 15.8% | 13.8% |

If Hanger fails to meet each of such goals, Hanger must submit documentation demonstrating its architect's and its general contractor's good faith efforts to meet the goals. Good faith efforts are those efforts described in the City's M/WBE Program Ordinance.

(d) The City's Department of Small Business and Minority Business Resources (SMBR) will provide a list of certified M/WBE firms to Hanger or, at Hanger's request, its architect or its general contractor, from which Hanger shall solicit or cause the architect and its general contractor to solicit participation in the design and construction of any improvements at the Headquarters (including, but not limited to, leasehold improvements). SMBR will assist Hanger or, at Hanger's request, the architect or general contractor, to identify potential scopes of work, establish the bid packages available, schedule and host outreach meetings, and assist Hanger, its architect or its general contractor in soliciting M/WBE firms to provide bids. Hanger shall apprise SMBR when Hanger requires SMBR's services, as described in this Section 2.05(c). After Hanger has requested SMBR's services, Hanger's remaining obligations under **Section 2.05(b)** and **(c)** are conditioned upon SMBR's compliance with its obligations in this **Section 2.05(c)**. None of the requirements of **Section 2.05** extend to contractual agreements executed prior to the Effective Date and in existence as of the Effective Date. Hanger is not required to modify or amend any contract or agreement that Hanger has entered into prior to the Effective Date. A list of pre-existing contracts related to design and construction of Headquarters is included on **Exhibit "C"**. During the time period in which Hanger is engaged in design and/or construction projects at the Headquarters, Hanger shall provide monthly reports to SMBR to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of improvements at the Headquarters; and (ii) a summary of Hanger's efforts during the period of the report to implement the standards and

principles of the City's M/WBE Program Ordinance. SMBR shall provide to Hanger reasonable examples of forms that Hanger may use in submitting such reports.

2.06 Compliance with City Regulations. For the construction of leasehold improvements to the Headquarters, or the construction or remodeling of any future Hanger facilities in the City's planning jurisdiction during the term of this Agreement, Hanger will comply with all applicable City Code regulations, including applicable water quality regulations in effect at the time any site plan application is filed, unless Hanger has negotiated an agreement with the City to comply with overall impervious cover limits and provide the currently required water quality controls. This means Hanger will not assert possible Chapter 245 rights to avoid compliance with applicable water quality regulations for any future development within the City's planning jurisdiction during the term of this Agreement. If, during the term of this Agreement, Hanger's development does not comply with the applicable City water quality regulations in effect at the time any site plan application is filed for such development, after proper notice and reasonable opportunity to cure the deficiency, this Agreement shall, at the option of the City, terminate by giving Hanger written notice of its election.

2.07 Certificate of Compliance and Inspection.

(a) Hanger shall deliver to the City before April 1 of each year, beginning April 1, 2011, during the term of this Agreement a Certificate of Compliance utilizing the form attached as **Exhibit "D"**. The City, in its sole discretion, may make non-material changes to the form of the Certificate of Compliance.

(b) In the Certificate of Compliance, Hanger shall warrant to the City that it is in full compliance with each of its obligations under this Agreement.

(c) The City, and/or its representative(s) including third-parties contracted by the City, has the right to inspect all relevant records of Hanger as are reasonably necessary to verify compliance with all requirements of this Agreement, provided the City and its representatives use their best efforts to minimize any interference or disruption in Hanger's business operations and agree to the confidentiality requirements set forth in **Section 4.16** below. Inspections shall be preceded by at least two week's notice in writing to Hanger and shall be conducted during Hanger's normal business hours or at such other time as may be mutually agreed to by the parties.

2.08 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, Hanger agrees not to employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("***Undocumented Worker***"). During the term of this Agreement, Hanger shall notify City of any complaint brought against Hanger alleging that Hanger has employed Undocumented Workers. If Hanger is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount of economic development grants it has received pursuant to this Agreement, together with interest at the rate of 5% per annum from the date of each payment of an economic development grant, shall be repaid by Hanger to the City not later than the 120th day after the date the City notifies Hanger of the violation. Hanger shall not be liable for a violation of

Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom Hanger contracts.

2.09 Failure to Meet Obligations. In the event that Hanger fails to fulfill its obligations under the performance terms above, after receipt of notice and expiration of the cure period described in **Section 4.04** below, the City may, at its option, terminate this Agreement, whereupon the City shall not be required to pay, and Hanger shall not be entitled to receive any further payments under this Agreement; provided, that the foregoing shall not be deemed or construed to release the City from its obligation to make payment for any prior year during which Hanger did fulfill its obligations under the performance guidelines above.

## III. City Obligations

3.01 Economic Development Incentive. In consideration of Hanger's performance of each of its obligations under this agreement, the City shall pay to Hanger an annual economic development grant in the amount of $50,000 each year. The City's annual payment of the grant shall be in consideration of Hanger's performance hereunder during the preceding year. If Hanger does not meet its performance obligations or conditions for any year during the term of this Agreement within the applicable cure period, it shall not be eligible for the annual grant payment for its performance that year. The City's first grant payment will be made on or before October 31, 2011 assuming Hanger's satisfactory performance for the year ending December 31, 2010. The City's final payment will be in consideration of Hanger's satisfactory performance during the year ending December 31, 2019. The City shall make the payments required under this **Section 3.01** before October 31 of each year. The City is not obligated to make a grant payment for any year in which the City has determined that Hanger has failed to fulfill an obligation or condition applicable to Hanger for such year and has provided written notice to Hanger of such determination on or before October 31st of the following year.

## IV. General Terms

4.01 Effective Date and Term. This Agreement shall become enforceable and be effective upon the date that it has been fully executed by the City and Hanger as indicated on the signature page hereof (the "***Effective Date***"). Unless this Agreement is terminated earlier in accordance with its terms, Hanger's obligations to perform under this Agreement shall be completed on December 31, 2019 and the City shall make its final payment under this Agreement before October 31, 2020. Notwithstanding anything herein to the contrary, Hanger may terminate this Agreement at any time upon written notice to the City. In such event, the parties shall have no further rights or obligations hereunder other than those accruing prior to such termination.

4.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Hanger.

(a) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payments to be made to Hanger, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Hanger for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Hanger, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no further obligations under this Agreement, including, but not limited to, any obligation for the year in respect to which said unappropriated funds relate.

(d) To the extent there is a conflict between this **Section 4.02** and any other language or covenant in this Agreement, this **Section 4.02** shall control.

4.03 Representations and Warranties. The City represents and warrants to Hanger that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Hanger represents and warrants to the City that it has the requisite authority to enter into this Agreement.

4.04 Default. Subject to Hanger's right to cure under **Section 2.02(c)**, if either the City or Hanger should default in the performance of any of their respective obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of 90 days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. The aggregate amount of the City's liability under this Agreement shall not exceed the aggregate amount of payments that remain unpaid and outstanding to Hanger under this Agreement. Except as otherwise expressly provided in **Section 2.08** with respect to interest, the aggregate amount of Hanger's liability under this Agreement shall not exceed the aggregate amount of payments actually received by Hanger from the City under this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Hanger.

4.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4.07 Assignment. Except as provided below, Hanger may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval shall

not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Hanger may assign all or part of its rights and obligations without the prior consent of the City to an affiliate of Hanger and to a third party lender advancing funds for the acquisition, construction or operation of Hanger facilities.

4.08 Termination. In the event Hanger elects not to proceed with the Project as contemplated by this Agreement, Hanger shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. Notwithstanding anything herein to the contrary, Hanger may terminate this Agreement at any time upon written notice to the City. In such event, the parties shall have no further rights or obligations hereunder other than those accruing prior to such termination.

4.09 Notice. Any notice or statement required to be delivered pursuant to this Agreement must be in writing and shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

**HANGER:**

Hanger Orthopedic Group, Inc.
Two Bethesda Metro Center, 12th Floor
Bethesda, Maryland 20814
Attn: Chief Executive Officer
Phone: (301) 280-4800
Fax: (301) 652-8307
Re: Economic Development Agreement

with copies to:
Jackson Walker LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701
Attn: Jerry Webberman
Phone: (512) 236-2270
Fax: (512) 391-2155

**CITY:**

City Manager
301 West 2nd Street
Austin, Texas 78701
(P.O. Box 1088, Austin, Texas 78767)
Phone: (512) 974-2200
Fax: (512) 974-2833

with copies to:

Director, Economic Growth and Redevelopment Services Office
301 West 2nd Street
Austin, Texas 78704
Phone: (512) 974-7820
Fax: (512) 974-7825

and to:
City Attorney
301 West 2nd Street
Austin, Texas 78701
(P.O. Box 1546, Austin, Texas 78767)
Phone: (512) 974-2268
Fax: (512) 974-2894

Either party may designate a different address at any time upon written notice to the other party.

4.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.

4.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Travis County, Texas.

4.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with Hanger facilities or the design, construction or operation of any portion of the facilities.

4.16 Public and Confidential Information. Information provided by or on behalf of Hanger under or pursuant to or in connection with this Agreement (including, but not limited to, the terms of this Agreement) that Hanger considers as proprietary shall be maintained as confidential to the extent allowed by law. If Hanger's proprietary, financial or trade secret information is requested under the Texas Public Information Act, the City shall promptly notify Hanger of such request and shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests. In such event, Hanger shall be responsible for defending the confidentiality of such information to the extent it elects to do so and does not waive such right to confidentiality. Other records and information provided to the City and its representatives to verify compliance with this Agreement shall be available for public inspection.

4.17 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

| | |
|---|---|
| Exhibit "A" | Headquarter Location |
| Exhibit "B" | Fair Employment Practices Procedures |
| Exhibit "C" | Existing Design and Construction Contracts |
| Exhibit "D" | Certificate of Compliance Form |

4.18 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below to be effective as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

**HANGER ORTHOPEDIC GROUP, INC.**
**a Delaware corporation**

By: _____
Name: Thomas F. Kirk
Title: President and CEO
Date: February 9, 2010

**CITY OF AUSTIN, TEXAS**
a home-rule city and municipal corporation

By:_____
Marc Ott, City Manager
Date: 2/9/10

# EXHIBIT A

27.652 ACRES
DOMAIN II
OFFICE LEASE AREA

FN. NO. 09-281(KWA)
DECEMBER 21, 2009
BPI JOB NO. 1262-32

**DESCRIPTION**

OF 27.652 ACRES OF LAND OUT OF THE JAMES RODGERS SURVEY NO. 19, ABSTRACT NO. 659, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1A, THE DOMAIN SHOPPING CENTER SECTION 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800119 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 27.652 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1-inch square bolt found at the intersection of the easterly right-of-way line of Missouri Pacific Railroad (R.O.W. width varies) and said northerly right-of-way line of Braker Lane West (R.O.W. width varies), being the southwesterly corner of said Lot 1A and hereof;

**THENCE**, along said easterly right-of-way line of Missouri Pacific Railroad, with the westerly line of said Lot 1A and hereof, the following two (2) courses and distances:

1) N18°37'54"E, a distance of 384.43 feet to a 1/2-inch iron rod found for a point of curvature of a curve to the left;

2) Along said curve, having a radius of 3854.86 feet, a central angle of 20°28'12", an arc length of 1377.22 feet and a chord of which bears N08°20'11"E, a distance of 1369.90 feet to a 1/2-inch iron rod found at the end of said curve, being the southwesterly corner of Lot 4A, Block "A", The Domain Shopping Center Section 2, a subdivision of record in Document No. 200800026 of said Official Public Records, same being the northwesterly corner of said Lot 1A and hereof;

**THENCE**, N86°55'50"E, along the southerly line of said Lot 4A, with the northerly line of said Lot 1A and hereof, a distance of 5.87 feet to a 1/2-inch iron rod found for the most westerly corner of Lot 2A, Block "A" of said The Domain Shopping Center Section 2, for an angle point hereof;

**THENCE**, leaving the southerly line of said Lot 4A, along the southerly line of said Lot 2A, with the northerly line of said Lot 1A and hereof, the following ten (10) courses and distances:

1) S01°37'32"E, a distance of 83.75 feet to a 1/2-inch iron rod found for a point of curvature of a curve to the left;

2) Along said curve, having a radius of 195.97 feet, a central angle of 13°32'49", an arc length of 46.33 feet and a chord of which bears S06°12'16"E, a distance of 46.23 feet to a 1/2-inch iron rod found for a point of compound curvature of a curve to the right;

3) Along said compound curve, having a radius of 217.46 feet, a central angle of 19°26'11", an arc length of 73.77 feet and a chord of which bears S25°33'55"E, a distance of 73.42 feet 1/2-inch iron rod found for a point of compound curvature of a curve to the right;

4) Along said compound curve, having a radius of 183.15 feet, a central angle of 19°49'32", an arc length of 63.37 feet and a chord of which bears S47°28'24"E, a distance of 63.06 feet 1/2-inch iron rod with cap set at the end of said curve;

5) N27°27'33"E, a distance of 46.28 feet to a cotton spindle found for an angle point;

6) S59°11'01"E, a distance of 215.80 feet to a punch hole in concrete found for an angle point;

7) S81°19'30"E, a distance of 53.84 feet to a cotton spindle found for an angle point;

8) S73°30'21"E, a distance of 328.01 feet to a cotton spindle found for a point of curvature of a curve to the left;

9) Along said curve, having a radius of 40.00 feet, a central angle of 89°04'16", an arc length of 62.18 feet and a chord of which bears N61°55'30"E, a distance of 56.11 feet to a 1/2-inch iron rod found at the end of said curve;

10) N17°34'00"E, a distance of 11.13 feet to a 1/2-inch iron rod found at an angle point in the southerly line of said Lot 4A, for an angle point hereof;

**THENCE**, S81°19'04"E, leaving the easterly line of said Lot 2A, along a portion of the southerly lines of said Lot 4A, with the southerly line of Lot 3A of said The Domain Shopping Center Section 2, being a portion of the northerly line of said Lot 1A and hereof, a distance of 128.70 feet to a 1/2-inch iron rod found in the westerly line of Lot 2-A1-B, Block "A" RREEF Domain-Multek Parking Resubdivision, a subdivision of record in Document No. 200800178 of said Official Public Records, for an angle point hereof;

**THENCE**, S17°59'46"W, leaving the southerly line of said Lot 3A, along the westerly line of said Lot 2-A1-B and the westerly line of Lot 1, Block "A" RREEF Domain Block T and H Subdivision, a subdivision of record in Document No. 200800272 of said Official Public Records, being a portion of the northerly line of said Lot 1A and hereof, a distance of 372.38 feet to a PK Nail found for the southwesterly corner of said Lot 1, for an angle point hereof;

**THENCE**, S55°32'09"W, leaving said southwesterly corner, over and across said Lot 1A (crossing the interior of the herein described tract), a distance of 66.82 feet to a 1/2-inch iron rod with cap set for an interior corner hereof;

**THENCE**, continuing over and across said Lot 1A, with an interior line hereof, the following thirty-six (36) courses and distances:

1) S74°12'50"E, a distance of 231.32 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

2) S71°39'05"E, a distance of 21.59 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

3) S72°22'08"E, a distance of 78.73 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

4) Along said curve, having a radius of 51.50 feet, a central angle of 92°00'11", an arc length of 82.70 feet and a chord of which bears S28°12'44"E, a distance of 74.09 feet to a 1/2-inch iron rod with cap set for a point of compound curvature of a curve to the right;

5) Along said compound curve, having a radius of 14.50 feet, a central angle of 45°08'57", an arc length of 11.43 feet and a chord of which bears S40°12'53"W, a distance of 11.13 feet to a 1/2-inch iron rod with cap set at the end of said curve;

6) S62°47'21"W, a distance of 6.01 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

7) S17°47'21"W, a distance of 198.74 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

8) S27°12'39"E, a distance of 10.97 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

9) Along said curve, having a radius of 2.48 feet, a central angle of 45°00'00", an arc length of 1.95 feet and a chord of which bears S04°42'39"E, a distance of 1.90 feet to a 1/2-inch iron rod with cap set at the end of said curve;

10) S17°47'21"W, a distance of 13.85 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

11) Along said curve, having a radius of 14.50 feet, a central angle of 17°09'59", an arc length of 4.34 feet and a chord of which bears S26°22'21"W, a distance of 4.33 feet to a 1/2-inch iron rod with cap set at the end of said curve;

12) S34°57'20"W, a distance of 33.88 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

13) Along said curve, having a radius of 24.50 feet, a central angle of 70°49'50", an arc length of 30.29 feet and a chord of which bears S70°22'15"W, a distance of 28.40 feet to a 1/2-inch iron rod with cap set at the end of said curve;

14) N74°12'50"W, a distance of 155.30 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the left;

15) Along said curve, having a radius of 237.86 feet, a central angle of 13°40'18", an arc length of 56.76 feet and a chord of which bears N81°02'59"W, a distance of 56.62 feet to a 1/2-inch iron rod with cap set at the end of said curve;

16) N87°53'08"W, a distance of 121.23 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

17) Along said curve, having a radius of 29.50 feet, a central angle of 98°50'00", an arc length of 50.89 feet and a chord of which bears N38°28'08"W, a distance of 44.81 feet to a 1/2-inch iron rod with cap set at the end of said curve;

18) N11°07'39"E, a distance of 4.07 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

19) Along said curve, having a radius of 29.50 feet, a central angle of 49°50'20", an arc length of 25.66 feet and a chord of which bears N35°52'00"E, a distance of 24.86 feet to a 1/2-inch iron rod with cap set at the end of said curve;

20) N60°47'10"E, a distance of 2.62 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the left;

21) Along said curve, having a radius of 30.50 feet, a central angle of 39°15'59", an arc length of 20.90 feet and a chord of which bears N41°09'11"E, a distance of 20.50 feet to a 1/2-inch iron rod with cap set for a point of reverse curvature of a curve to the left;

22) Along said reverse curve, a radius of 9.50 feet, a central angle of 39°15'59", an arc length of 6.51 feet and a chord of which bears N41°09'11"E, a distance of 6.38 feet to a 1/2-inch iron rod with cap set at the end of said curve;

23) N60°47'10"E, a distance of 21.80 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

24) N15°47'10"E, a distance of 103.24 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

25) S60°47'10"W, a distance of 19.42 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

26) Along said curve, having a radius of 2.50 feet, a central angle of 135°00'00", an arc length of 5.89 feet and a chord of which bears N51°42'50"W, a distance of 4.62 feet to a 1/2-inch iron rod with cap set at the end of said curve;

27) N15°47'10"E, a distance of 16.97 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

28) Along said curve, having a radius of 2.50 feet, a central angle of 45°00'00", an arc length of 1.96 feet and a chord of which bears N38°17'10"E, a distance of 1.91 feet to a 1/2-inch iron rod with cap set at the end of said curve;

29) N60°47'10"E, a distance of 24.42 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

30) N15°47'10"E, a distance of 103.24 feet to a 1/2-inch iron rod with cap set for an angle point hereof;

31) S60°47'10"W, a distance of 22.28 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

32) Along said curve, having a radius of 2.50 feet, a central angle of 111°22'56", an arc length of 4.86 feet and a chord of which bears N63°31'22"W, a distance of 4.13 feet to a 1/2-inch iron rod with cap set for a point of reverse curvature of a curve to the left;

33) Along said reverse curve, having a radius of 30.50 feet, a central angle of 27°38'45", an arc length of 14.72 feet and a chord of which bears N21°39'16"W, a distance of 14.57 feet to a 1/2-inch iron rod with cap set for a point of reverse curvature of a curve to the right;

34) Along said reverse curve, having a radius of 29.50 feet, a central angle of 44°14'24", an arc length of 22.78 feet and a chord of which bears N13°21'26"W, a distance of 22.22 feet to a 1/2-inch iron rod with cap set at the end of said curve;

35) N09°00'25"E, a distance of 6.82 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

36) Along said curve, having a radius of 29.50 feet, a central angle of 96°46'47", an arc length of 49.83 feet and a chord of which bears N57°23'47"E, a distance of 44.11 feet to a 1/2-inch iron rod with cap set at the end of said curve;

**THENCE**, N55°32'09"E, continuing over and across said Lot 1A(crossing the interior of the herein described tract), a distance of 66.82 feet to a PK Nail found for the southwesterly corner of said Lot 1 of said RREEF Domain Block T and H Subdivision, for an angle point hereof;

**THENCE**, along the southerly line of said Lot 1 and the westerly line of Lot 3, Block "A" Multek Subdivision, a subdivision of record in Document No. 200400090 of said Official Public Records, with the northerly and easterly lines of said Lot 1A and hereof, the following four (4) courses and distances:

1) S72°26'30"E, a distance of 359.90 feet to a 1/2-inch iron rod found for an angle point;

2) S17°47'21"W, a distance of 477.59 feet to a 1/2-inch iron rod found for an angle point;

3) N72°12'25"W, a distance of 18.42 feet to a 1/2-inch iron rod found for an angle point;

4) S17°46'50"W, a distance of 646.49 feet to a 1/2-inch iron rod found for an angle point;

**THENCE**, leaving the westerly line of Lot 3, over and across said Lot 1A, with the easterly and southerly lines hereof, the following forty-seven (46) courses and distances:

1) N72°13'10"W, a distance of 21.00 feet to a 1/2-inch iron rod with cap set for an angle point;

2) N17°46'50"E, a distance of 631.64 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the right;

3) Along said curve, having a radius of 115.50 feet, a central angle of 12°11'01", an arc length of 24.56 feet and a chord of which bears N23°52'21"E, a distance of 24.51 feet to a 1/2-inch iron rod with cap set at the end of said curve;

4) N29°57'52"E, a distance of 5.21 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the left;

5) Along said curve to the left having a radius of 35.50 feet, a central angle of 104°10'42", an arc length of 64.55 feet and a chord of which bears N22°07'29"W, a distance of 56.02 feet to a 1/2-inch iron rod with cap set at the end of said curve;

6) N74°12'50"W, a distance of 131.76 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the left;

7) Along said curve, having a radius of 206.86 feet, a central angle of 13°40'18", an arc length of 49.36 feet and a chord of which bears N81°02'59"W, a distance of 49.24 feet to a 1/2-inch iron rod with cap set at the end of said curve;

8) N87°53'08"W, a distance of 133.05 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the left;

9) Along said curve, having a radius of 24.50 feet, a central angle of 90°17'43", an arc length of 38.61 feet and a chord of which bears S46°58'01"W, a distance of 34.74 feet to a 1/2-inch iron rod with cap set at the end of said curve;

10) S01°49'09"W, a distance of 364.52 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the left;

11) Along said curve, having a radius of 718.50 feet, a central angle of 34°53'48", an arc length of 437.61 feet and a chord of which bears S19°03'54"E, a distance of 430.88 feet to a 1/2-inch iron rod with cap set at the end of said curve;

12) S17°46'50"W, a distance of 68.08 feet to a 1/2-inch iron rod with cap set for a point of curvature of a curve to the left;

13) Along said curve, having a radius of 100.00 feet, a central angle of 22°08'14", an arc length of 38.64 feet and a chord of which bears N21°21'41"W, a distance of 38.40 feet to a 1/2-inch iron rod with cap set for a point of reverse curvature of a curve to the right;

14) Along said reverse curve, having a radius of 763.50 feet, a central angle of 16°08'44", an arc length of 215.15 feet and a chord of which bears N28°37'45"W, a distance of 214.44 feet to a 1/2-inch iron rod with cap set at the end of said curve;

15) S77°23'34"W, a distance of 36.69 feet to a 1/2-inch iron rod with cap set for an angle point;

16) S15°40'00"W, a distance of 12.92 feet to a 1/2-inch iron rod with cap set for an angle point;

17) N87°35'18"W, a distance of 36.08 feet to a 1/2-inch iron rod with cap set for an angle point;

18) N02°27'56"E, a distance of 22.68 feet to a 1/2-inch iron rod with cap set for an angle point;

19) S87°32'04"E, a distance of 5.69 feet to a 1/2-inch iron rod with cap set for an angle point;

20) N02°27'56"E, a distance of 31.81 feet to a 1/2-inch iron rod with cap set for an angle point;

21) S87°32'04"E, a distance of 4.07 feet to a 1/2-inch iron rod with cap set for an angle point;

22) N02°27'56"E, a distance of 29.33 feet to a 1/2-inch iron rod with cap set for an angle point;

23) N87°32'04"W, a distance of 4.07 feet to a 1/2-inch iron rod with cap set for an angle point;

24) N02°27'56"E, a distance of 31.81 feet to a 1/2-inch iron rod with cap set for an angle point;

25) N87°32'04"W, a distance of 5.35 feet to a 1/2-inch iron rod with cap set for an angle point;

26) N02°27'56"E, a distance of 35.75 feet to a 1/2-inch iron rod with cap set for an angle point;

27) N87°32'04"W, a distance of 67.76 feet to a 1/2-inch iron rod with cap set for an angle point;

28) N02°27'56"E, a distance of 9.51 feet to a 1/2-inch iron rod with cap set for an angle point;

29) N87°32'33"W, a distance of 221.41 feet to a 1/2-inch iron rod with cap set for an angle point;

30) S02°27'56"W, a distance of 9.47 feet to a 1/2-inch iron rod with cap set for an angle point;

31) N87°32'04"W, a distance of 67.29 feet to a 1/2-inch iron rod with cap set for an angle point;

32) S02°27'57"W, a distance of 59.56 feet to a 1/2-inch iron rod with cap set for an angle point;

33) N87°32'04"W, a distance of 5.35 feet to a 1/2-inch iron rod with cap set for an angle point;

34) S02°27'41"W, a distance of 45.33 feet to a 1/2-inch iron rod with cap set for an angle point;

35) S87°32'04"E, a distance of 5.35 feet to a 1/2-inch iron rod with cap set for an angle point;

36) S02°27'56"W, a distance of 87.90 feet to a 1/2-inch iron rod with cap set for an angle point;

37) N87°32'04"W, a distance of 5.10 feet to a 1/2-inch iron rod with cap set for an angle point;

38) S02°27'56"W, a distance of 65.33 feet to a 1/2-inch iron rod with cap set for an angle point;

39) S87°32'04"E, a distance of 93.17 feet to a 1/2-inch iron rod with cap set for an angle point;

40) S02°27'56"W, a distance of 8.44 feet to a 1/2-inch iron rod with cap set for an angle point;

41) S87°32'19"E, a distance of 5.00 feet to a 1/2-inch iron rod with cap set for an angle point;

42) N02°27'56"E, a distance of 8.44 feet to a 1/2-inch iron rod with cap set for an angle point;

43) S87°32'04"E, a distance of 42.06 feet to a 1/2-inch iron rod with cap set for an angle point;

44) S02°15'20"E, a distance of 70.20 feet to a 1/2-inch iron rod with cap set for an angle point;

45) S09°44'23"W, a distance of 39.39 feet to a 1/2-inch iron rod with cap set for an angle point;

46) S24°00'52"W, a distance of 25.84 feet to a 1/2-inch iron rod with cap set in said northerly right-of-way line of Braker Lane West, for the southeasterly corner hereof;

**THENCE**, along said northerly right-of-way line of Braker Lane West, with the southerly line of said Lot 1A and hereof, the following two (2) courses and distances:

1) N56°22'19"W, a distance of 549.40 feet to a 1/2-inch iron rod with cap set for an angle point;

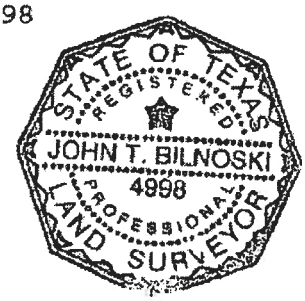
2) N62°06'59"W, a distance of 95.15 feet to the **POINT OF BEGINNING**, containing an area of 27.652 acres (1,204,525 square feet) of land, more or less, within these metes and bounds.

**BEARING BASIS:** THE BASIS OF BEARINGS SHOWN HEREON IS TEXAS STATE PLANE COORDINATES CENTRAL ZONE (HARN-NAD83) AND WERE DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS CONNECTED TO THE FOLLOWING:

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS SURVEY WAS PERFORMED ON THE GROUND DURING THE MONTH OF DECEMBER 2009, UNDER MY DIRECTION AND SUPERVISION.

12/21/09

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

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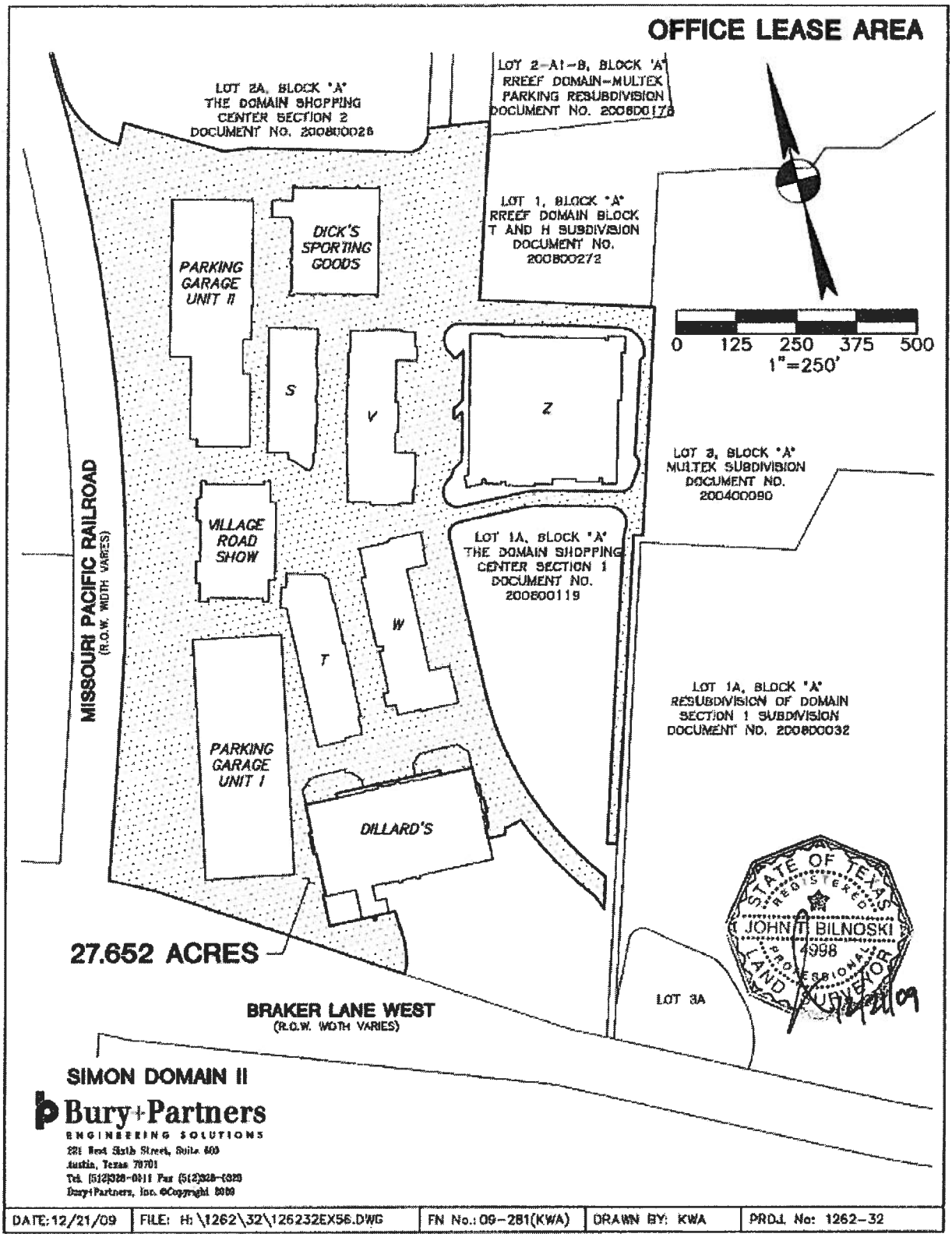
OFFICE LEASE AREA
LOT 2A, BLOCK "A"
THE DOMAIN SHOPPING
CENTER SECTION 2
DOCUMENT NO. 200800026
LOT 2-A1-B, BLOCK 'A'
RREEF DOMAIN-MULTEX
PARKING RESUBDIVISION
DOCUMENT NO. 200800178
LOT 1, BLOCK "A"
RREEF DOMAIN BLOCK
T AND H SUBDIVISION
DOCUMENT NO.
200800272
PARKING
GARAGE
UNIT II
DICK'S
SPORTING
GOODS
S
V
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0 125 250 375 500
1"=250'
LOT 3, BLOCK "A"
MULTEX SUBDIVISION
DOCUMENT NO.
200400090
VILLAGE
ROAD
SHOW
LOT 1A, BLOCK "A"
THE DOMAIN SHOPPING
CENTER SECTION 1
DOCUMENT NO.
200800119
MISSOURI PACIFIC RAILROAD
(R.O.W. WIDTH VARIES)
W
T
LOT 1A, BLOCK "A"
RESUBDIVISION OF DOMAIN
SECTION 1 SUBDIVISION
DOCUMENT NO. 200800032
PARKING
GARAGE
UNIT I
DILLARD'S
STATE OF TEXAS
REGISTERED
JOHN T. BILNOSKI
4998
PROFESSIONAL
LAND SURVEYOR
12/21/09
27.652 ACRES
LOT 3A
BRAKER LANE WEST
(R.O.W. WIDTH VARIES)
SIMON DOMAIN II
Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
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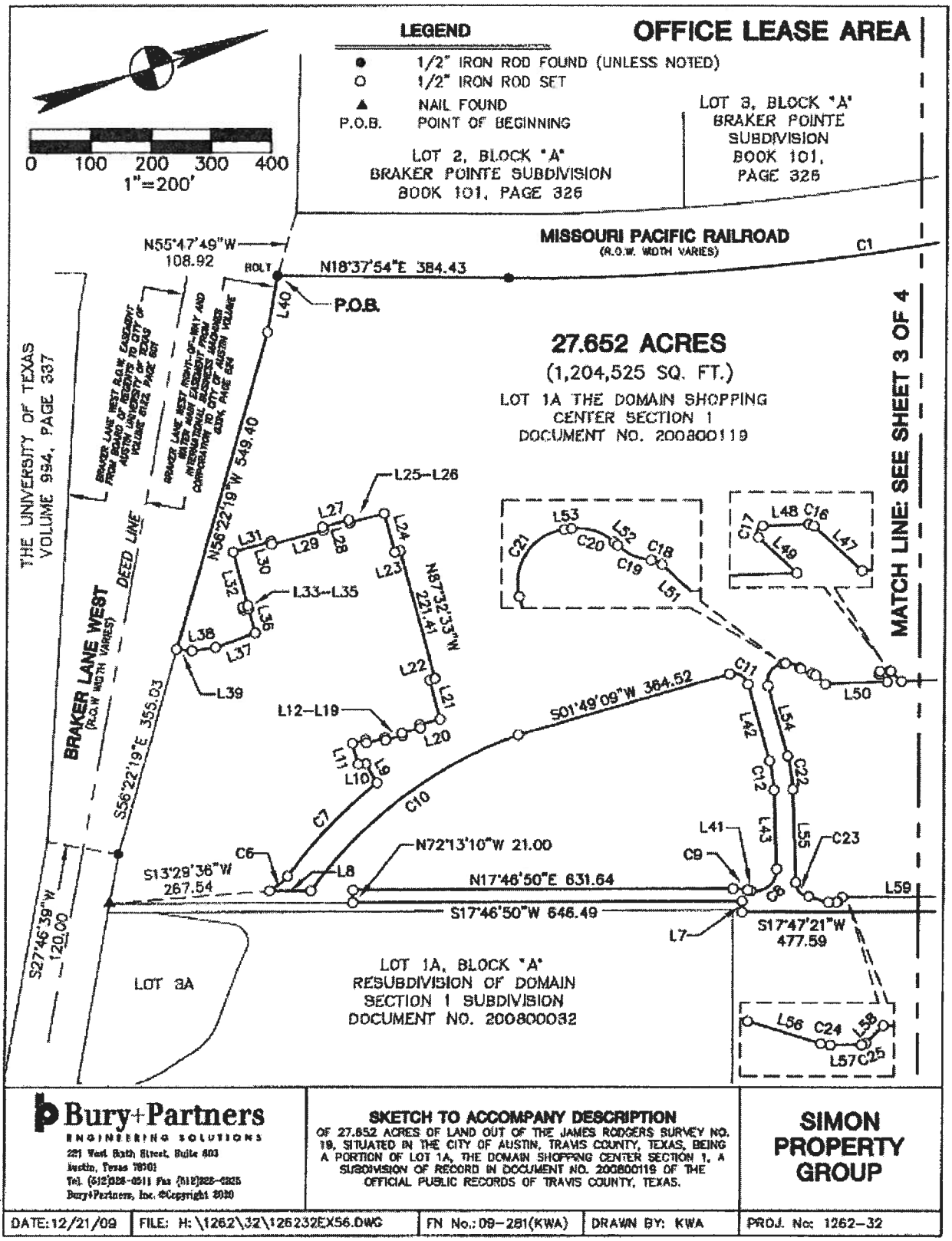
DATE: 12/21/09
FILE: H:\1262\32\126232EX56.DWG
FN No.: 09-281(KWA)
DRAWN BY: KWA
PROJ. No: 1262-32


OFFICE LEASE AREA
LEGEND
1/2" IRON ROD FOUND (UNLESS NOTED)
1/2" IRON ROD SET
NAIL FOUND
P.O.B. POINT OF BEGINNING
0 100 200 300 400
1"=200'
LOT 2, BLOCK "A"
BRAKER POINTE SUBDIVISION
BOOK 101, PAGE 326
LOT 3, BLOCK "A"
BRAKER POINTE
SUBDIVISION
BOOK 101,
PAGE 326
MISSOURI PACIFIC RAILROAD
(R.O.W. WIDTH VARIES)
N55°47'49"W
108.92
BOLT
N18°37'54"E 384.43
P.O.B.
27.652 ACRES
(1,204,525 SQ. FT.)
LOT 1A THE DOMAIN SHOPPING
CENTER SECTION 1
DOCUMENT NO. 200800119
MATCH LINE: SEE SHEET 3 OF 4
THE UNIVERSITY OF TEXAS
VOLUME 994, PAGE 337
BRAKER LANE WEST
(R.O.W. WIDTH VARIES)
DEED LINE
N56°22'19"W 549.40
S56°22'19"E 355.03
N87°32'33"W
221.41
S01°49'09"W 364.52
N72°13'10"W 21.00
S13°29'36"W
267.54
N17°46'50"E 631.64
S17°46'50"W 646.49
S27°46'39"W
120.00
S17°47'21"W
477.59
LOT 3A
LOT 1A, BLOCK "A"
RESUBDIVISION OF DOMAIN
SECTION 1 SUBDIVISION
DOCUMENT NO. 200800032
L25–L26
L33–L35
L12–L19
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C25
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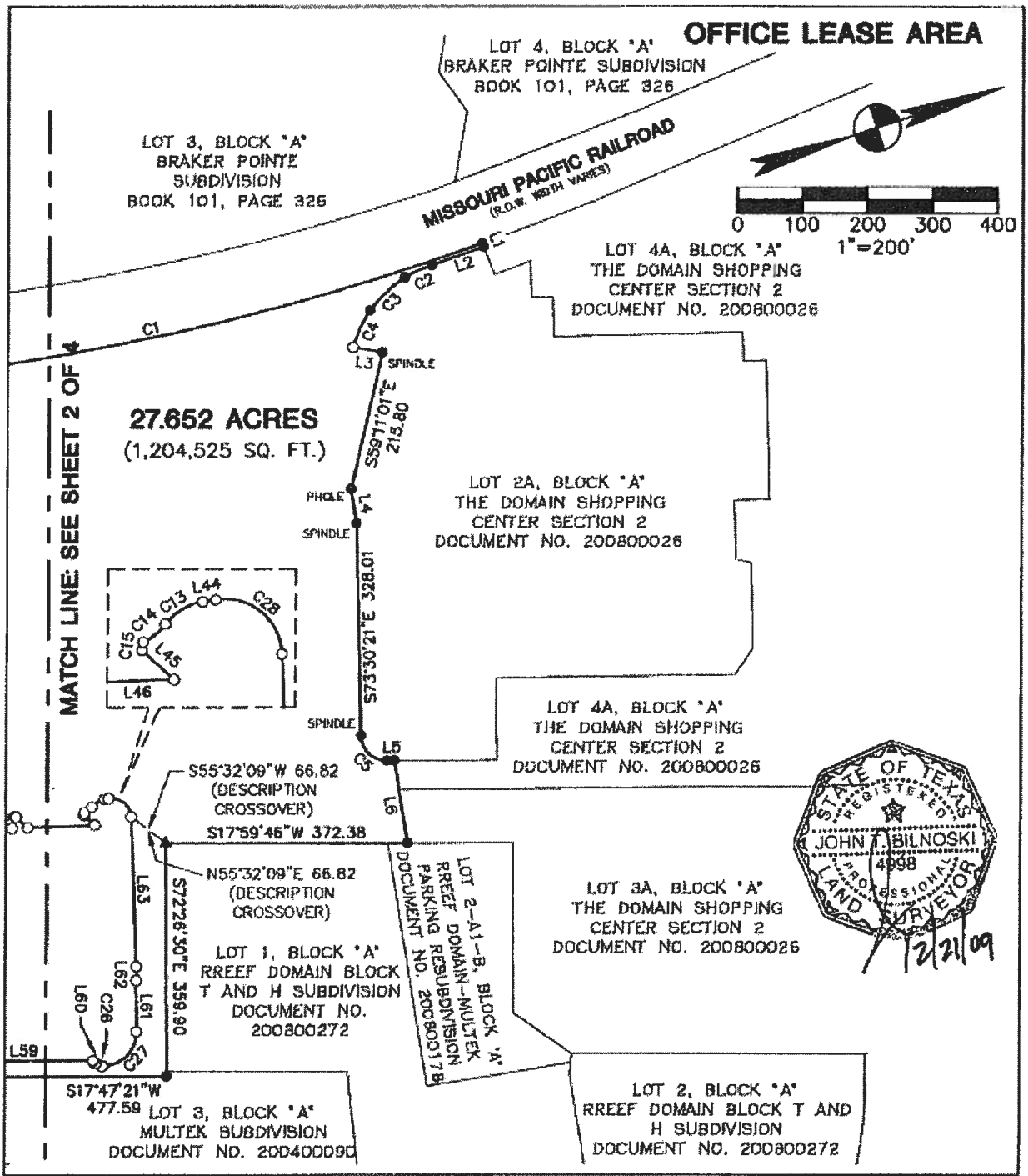
SKETCH TO ACCOMPANY DESCRIPTION
OF 27.652 ACRES OF LAND OUT OF THE JAMES RODGERS SURVEY NO. 19, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1A, THE DOMAIN SHOPPING CENTER SECTION 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800119 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
SIMON PROPERTY GROUP
DATE: 12/21/09
FILE: H:\1262\32\126232EX56.DWG
FN No.: 09-281(KWA)
DRAWN BY: KWA
PROJ. No: 1262-32

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**SKETCH TO ACCOMPANY DESCRIPTION**
OF 27.652 ACRES OF LAND OUT OF THE JAMES RODGERS SURVEY NO. 19, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1A, THE DOMAIN SHOPPING CENTER SECTION 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800119 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**SIMON PROPERTY GROUP**

| DATE: 12/21/09 | FILE: H:\1262\32\126232EX56.DWG | FN No.: 09-281(KWA) | DRAWN BY: KWA | PROJ. No: 1262-32 |
|---|---|---|---|---|

# OFFICE LEASE AREA

**LINE TABLE**

| LINE | BEARING | LENGTH |
|---|---|---|
| L1 | N86°55'50"E | 5.87 |
| L2 | S01°37'32"E | 83.75 |
| L3 | N27°27'33"E | 46.28 |
| L4 | S81°19'30"E | 53.84 |
| L5 | N17°34'00"E | 11.13 |
| L6 | S81°19'04"E | 128.70 |
| L7 | N72°12'25"W | 18.42 |
| L8 | S17°46'50"W | 68.08 |
| L9 | S77°23'34"W | 36.69 |
| L10 | S15°40'00"W | 12.92 |
| L11 | N87°35'18"W | 36.08 |
| L12 | N02°27'56"E | 22.68 |
| L13 | S87°32'04"E | 5.69 |
| L14 | N02°27'56"E | 31.81 |
| L15 | S87°32'04"E | 4.07 |
| L16 | N02°27'56"E | 29.33 |
| L17 | N87°32'04"W | 4.07 |
| L18 | N02°27'56"E | 31.81 |
| L19 | N87°32'04"W | 5.35 |
| L20 | N02°27'56"E | 35.75 |
| L21 | N87°32'04"W | 67.76 |
| L22 | N02°27'56"E | 9.51 |
| L23 | S02°27'56"W | 9.47 |
| L24 | N87°32'04"W | 67.29 |
| L25 | S02°27'57"W | 59.56 |
| L26 | N87°32'04"W | 5.35 |
| L27 | S02°27'41"W | 45.33 |
| L28 | S87°32'04"E | 5.35 |
| L29 | S02°27'56"W | 87.90 |
| L30 | N87°32'04"W | 5.10 |
| L31 | S02°27'56"W | 65.33 |
| L32 | S87°32'04"E | 93.17 |
| L33 | S02°27'56"W | 8.44 |
| L34 | S87°32'19"E | 5.00 |
| L35 | N02°27'56"E | 8.44 |
| L36 | S87°32'04"E | 42.06 |
| L37 | S02°15'20"E | 70.20 |
| L38 | S09°44'23"W | 39.39 |
| L39 | S24°00'52"W | 25.84 |
| L40 | N62°06'59"W | 95.15 |
| L41 | N29°57'52"E | 5.21 |
| L42 | N87°53'08"W | 133.05 |
| L43 | N74°12'50"W | 131.76 |
| L44 | N09°00'25"E | 6.82 |
| L45 | S60°47'10"W | 22.28 |
| L46 | N15°47'10"E | 103.24 |
| L47 | N60°47'10"E | 24.42 |
| L48 | N15°47'10"E | 16.97 |
| L49 | S60°47'10"W | 19.42 |
| L50 | N15°47'10"E | 103.24 |
| L51 | N60°47'10"E | 21.80 |
| L52 | N60°47'10"E | 2.62 |
| L53 | N11°07'39"E | 4.07 |
| L54 | N87°53'08"W | 121.23 |
| L55 | N74°12'50"W | 155.30 |
| L56 | S34°57'20"W | 33.88 |

**LINE TABLE**

| | | |
|---|---|---|
| L57 | S17°47'21"W | 13.85 |
| L58 | S27°12'39"E | 10.97 |
| L59 | S17°47'21"W | 198.74 |
| L60 | S62°47'21"W | 6.01 |
| L61 | S72°22'08"E | 78.73 |
| L62 | S71°38'05"E | 21.59 |
| L63 | S74°12'50"E | 231.32 |

**CURVE TABLE**

| No. | DELTA | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 20°28'12" | 3854.66 | 1377.22 | 1369.90 | N08°20'11"E |
| C2 | 13°32'49" | 195.97 | 46.33 | 46.23 | S06°12'16"E |
| C3 | 19°26'11" | 217.46 | 73.77 | 73.42 | S25°33'55"E |
| C4 | 19°49'32" | 183.15 | 63.37 | 63.06 | S47°28'24"E |
| C5 | 89°04'16" | 40.00 | 62.18 | 56.11 | N61°55'30"E |
| C6 | 22°08'14" | 100.00 | 38.64 | 38.40 | N21°21'41"W |
| C7 | 16°08'44" | 763.50 | 215.15 | 214.44 | N28°37'45"W |
| C8 | 104°10'42" | 35.50 | 64.55 | 56.02 | N22°07'29"W |
| C9 | 12°11'01" | 115.50 | 24.56 | 24.51 | N23°52'21"E |
| C10 | 34°53'48" | 718.50 | 437.61 | 430.88 | S19°03'54"E |
| C11 | 90°17'43" | 24.50 | 38.61 | 34.74 | S46°58'01"W |
| C12 | 13°40'18" | 206.86 | 49.36 | 49.24 | N81°02'59"W |
| C13 | 44°14'24" | 29.50 | 22.78 | 22.22 | N13°21'26"W |
| C14 | 27°38'45" | 30.50 | 14.72 | 14.57 | N21°39'16"W |
| C15 | 111°22'56" | 2.50 | 4.86 | 4.13 | N63°31'22"W |
| C16 | 45°00'00" | 2.50 | 1.96 | 1.91 | N38°17'10"E |
| C17 | 135°00'00" | 2.50 | 5.89 | 4.62 | N51°42'50"W |
| C18 | 39°15'59" | 9.50 | 6.51 | 6.38 | N41°09'11"E |
| C19 | 39°15'59" | 30.50 | 20.90 | 20.50 | N41°09'11"E |
| C20 | 49°50'20" | 29.50 | 25.66 | 24.86 | N35°52'00"E |
| C21 | 98°50'00" | 29.50 | 50.89 | 44.81 | N38°28'08"W |
| C22 | 13°40'18" | 237.86 | 56.76 | 56.62 | N81°02'59"W |
| C23 | 70°49'50" | 24.50 | 30.29 | 28.40 | S70°22'15"W |
| C24 | 17°09'59" | 14.50 | 4.34 | 4.33 | S26°22'21"W |
| C25 | 45°00'00" | 2.48 | 1.95 | 1.90 | S04°42'39"E |
| C26 | 45°08'57" | 14.50 | 11.43 | 11.13 | S40°12'53"W |
| C27 | 82°00'11" | 51.50 | 82.70 | 74.09 | S28°12'44"E |
| C28 | 96°46'47" | 29.50 | 49.83 | 44.11 | N57°23'47"E |

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**SKETCH TO ACCOMPANY DESCRIPTION**
OF 27.652 ACRES OF LAND OUT OF THE JAMES RODGERS SURVEY NO. 19, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1A, THE DOMAIN SHOPPING CENTER SECTION 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800119 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**SIMON PROPERTY GROUP**

| DATE: 12/21/09 | FILE: H:\1262\32\126232EX56.DWG | FN No.: 09-281(KWA) | DRAWN BY: KWA | PROJ. No: 1262-32 |
|---|---|---|---|---|

# EXHIBIT B

| Hanger | Standard Operating Procedures | |
|---|---|---|
| Title: | **Fair Employment Practices** | |
| Number | HR_140.03 | |
| Date: | 09/17/07 | Page 1 of 4 |
| Department: | Human Resources | |
| Contact: | VP, Human Resources | |

**Policy:** Hanger Orthopedic Group, Inc. is committed to providing equal employment opportunity in all aspects of the employer-employee relationship. All conditions and privileges of employment are administered to all employees without discrimination or harassment because of race, color, religion, national origin, sex, age, disability, veteran status, citizenship or on any other basis prohibited by federal, state or local law. The Company will comply fully with all applicable state or local fair employment laws that forbid discrimination or harassment on the basis of other protected characteristics. The Company will comply fully with all applicable state or local fair employment laws that may forbid discrimination or harassment on the basis of other protected characteristics. Retaliation against any employee for filing or supporting a complaint of discrimination or harassment is prohibited.

This non-discrimination and non-harassment policy extends to all aspects of the employment relationship, including hiring and recruitment, benefits, compensation, disciplinary actions, leaves of absence, promotions, recreational and social programs, termination of employment, training and education, transfers and working environment. You are encouraged to report suspected violations of this policy to your manager or Human Resources for prompt investigation and response.

I. The Company provides equal employment opportunity ("EEO") to all qualified persons through its commitment to:

A. Recruit, hire, train and promote individuals into all positions without regard to race, religious creed, color, age sex, sexual orientation, national origin, marital status, medical condition, physical or mental handicap/disability, special disabled veteran status, or any other protected characteristics.

B. Base employment and promotion decisions on merit.

C. Administer without regard to the above-referenced characteristics all employee actions, including compensation, benefits, transfers, terminations, Company-sponsored training, education, tuition assistance, and social and recreation programs.

D. Prevent harassment of persons placed through efforts under this policy, and ensure that no one intimidates, threatens, coerces, or discriminates against anyone for exercising their rights under the laws and regulations governing equal employment opportunity and affirmative action, or for assisting in administration of those rights. Any employee who acts in violation of this policy will be subject to appropriate corrective action.

II. The Company is committed to providing all employees with a workplace free of harassment of any kind and will not tolerate sexual harassment in any form.

A. Harassment may take many forms. Sexual harassment may include promises of benefits in exchange for sexual favors, threats of reprisal for refusal to engage in social or sexual relations and sexually suggestive and offensive language and conduct. Sexual harassment also includes harassment by someone of the same sex.

B. Sexual harassment includes anyone (male or female) making unwelcome sexual advances, requesting sexual favors or engaging in other verbal or physical conduct of a sexual nature directed to anyone else in the workplace when:

1. Submission to such conduct is made, either explicitly or implied, a term or condition of employment;
2. Submission to or rejection of such conduct is the basis for or a factor in any employment decision; or
3. Such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working environment.

C. Some examples of the forms sexual harassment may take include:

1. Sexually suggestive or derogatory comments
2. Jokes or innuendoes about sex
3. Crude pranks
4. Sexual advances or propositions
5. Leering
6. Whistling
7. Obscene gestures
8. Displaying sexually explicit or pornographic material, including electronic media
9. Unwelcome touching
10. Physical assault
11. Disparate treatment based on gender

D. Other prohibited harassment may be verbal or physical conduct that denigrates or shows hostility toward an employee because of his or her race, color, religion, gender, national origin, age, disability or any other characteristic or that of his or her relatives, friends or associates and that:

1. Has the purpose or effect of creating an abusive or hostile work environment
2. Has the purpose or effect of unreasonably interfering with an employee's work performance; or
3. Otherwise adversely affects an employee's employment opportunities.

E. Such harassment may include, but is not limited to, the following:

1. Epithets, slurs, stereotyping, or any intimidating, threatening or hostile act that relates to race, color, religion, gender, national origin, age or disability, veteran status, citizenship or on any other basis prohibited by federal, state or local law; or

2. Written or graphic material, including electronic media, which denigrates or shows hostility or aversion toward an individual or group.

3. These types of behaviors are prohibited in the workplace regardless of whether they impact or involve other employees at any level (supervisors, peers or subordinates) or third parties, such as medical/rehabilitation staff members, customers, consultants, vendors or service providers.

   a) All reports of sexual harassment will be investigated promptly, impartially and as confidentially as possible under the direction of Human Resources. Appropriate corrective action will be taken to remedy all violations of this policy. Under no circumstances will the reporting individual be subject to retaliation.

   b) Sexual harassment and harassment on the basis of an individual's race, color, religion, gender, national origin, age, disability or any other protected characteristic will not be tolerated by the Company. This includes harassment by supervisors, employees, customers, agents, vendors and visitors. Any employee who engages in any action or conduct constituting harassment will be subject to corrective action, up to and including termination.

F. ADA Compliance In compliance with the Americans with Disabilities Act, the Company does not discriminate against qualified individuals with disabilities in any aspect of the employment relationship, and does provide reasonable accommodation as required by law to otherwise qualified employees or applicants with disabilities. Employment opportunities or privileges will not be denied to an otherwise qualified employee or applicant because of the need for reasonable accommodation of the individual's disability. Discrimination based on an employee's or applicant's association with a disabled individual is also forbidden.

**Resources:**

- Title VII of the Civil Rights Act of 1964, as amended
- Equal Pay Act
- Fair Labor Standards Act
- Age Discrimination in Employment Act of 1967, as amended:
- Worker Adjustment and Retraining Notification Act of 1989, as amended:
- The Americans With Disabilities Act
- Family and Medical Leave Act
- Other federal, state and local civil rights and employment laws

## Procedure:

I. Individuals who believe they have been discriminated against or have been the subject of harassment for any reason by another employee or by any third party in the workplace, should immediately report the incident(s) to –

A. Their manager, or
B. The next level of management, or
C. Human Resources.

II. Managers will investigate promptly, thoroughly, impartially and as confidentially as possible under the direction of Human Resources. Based upon investigation, managers will take appropriate corrective action to remedy all violations of this policy.

III. Under no circumstances will the reporting individual be subject to retaliation.

**Rationale:** The Company wants to follow employment practices that are compliant with statutory requirements.

**Practical Application:** N/A

## EXHIBIT C

### Existing Design and Construction Contracts

1. M. Arthur Gensler, Jr., and Associates, Inc.

2. Real Estate Construction Management Partners.

Exhibit D

# CERTIFICATE OF COMPLIANCE

## CITY OF AUSTIN/HANGER ORTHOPEDIC GROUP CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT DATED _____ (THE AGREEMENT)

**COMPANY: HANGER ORTHOPEDIC GROUP**

**REPORTING YEAR: January 1 through December 31, _____ YEAR # ____ (up to Year 10)**

**1.0 Employment**

1.1 Total number of New Full-Time Jobs plus Existing Jobs at facility for reporting year 20____. The Agreement requires 133 New Full-Time Jobs and 19 Existing Jobs by December 31, 2010 for Years 1-5 and allows funding in Years 6-10 if the Company has 250 New Full-Time Jobs and 19 Existing Jobs (Section 2.02).

a. Number of New Full-time Jobs by December 31, 20____: _____

b. Number of Existing Jobs retained by December 31, 20____: _____

1.2 At December 31st, did the number of New Full-time Jobs and number of Existing Jobs fall below the numbers required under Sections 2.02 and 2.03 of the Agreement?

☐ Yes ☐ No

If the company answered yes to question 1.2, did the company re-establish or replace the required numbers of New Full-time Jobs and Existing Jobs within 90 days after the date of the termination or elimination that caused the number of New Full-time Jobs and/or Existing Jobs to fall below the required amounts?

☐ Yes ☐ No

1.3 Was the average annual gross compensation, excluding health insurance and retirement benefits, of the New Full-time Jobs delineated in 1.1 at least $97,343?

☐ Yes ☐ No

**2.0 Recruitment**

2.1 Is the Company in compliance with the recruiting requirements in the Agreement (Section 2.04)?

☐ Yes ☐ No

**3.0 Supplier Diversity**

3.1 Is the Company in compliance with its Supplier Diversity Plan?

☐ Yes ☐ No

**4.0 Additional Covenants**

4.1 Is the Company in compliance with the other provisions of the Agreement?

☐ Yes ☐ No

**5.0 Investment (to be included until the amounts delineated below have been reached)**

5.1 The Agreement states that after the Effective Date of the Agreement and before December 31, 2014, at least $3,020,360 shall be invested in the making of leasehold improvements to the Headquarters.

a. Since the Effective Date of this Agreement, $_____ has been invested in leasehold improvements to the Headquarters.

5.2 The Agreement states that after the Effective Date of the Agreement and before December 31, 2014, at least $1,691,401 shall be invested in "Machinery and Equipment" that is to be installed and used at the Headquarters. "Machinery and Equipment" means machinery and equipment purchased, installed and used at the Headquarters for the purpose of supporting the company's operations (Section 2.01).

a. Since the Effective Date of this Agreement, $_____ has been invested in "Machinery and Equipment" installed at the Headquarters.

5.3 The Agreement states that after the Effective Date of the Agreement and before December 31, 2014, at least $2,938,682 shall be invested in furniture, fixtures, and equipment to be used at the Headquarters (Section 2.01).

a. Since the Effective Date of this Agreement, $_____ has been invested in furniture, fixtures, and equipment used at the Headquarters.

**6.0 Incentive Payment Request**

6.1 The Agreement requires an economic development incentive payment up to $500,000 to be distributed over a 10-year period in annual payments of $50,000.

6.2 Total Request for this year: $_____

I, the authorized representative for _____, hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement. I further certify that _____ complied fully with the Chapter 380 Economic Development Agreement during the reporting year, including Section 2.05 regarding Compliance with City Regulations and Sections 2.07 regarding Texas Government Code Chapter 2264.

Signature: _____

Printed Name: _____

Title (Chief Financial Officer or equivalent): _____

Date: _____