

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Lease") is made and entered into as of the date set forth on the signature page of this Agreement by and between THE BOARD OF TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT ("Lessor") and COLLIN COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION, INC., a Texas corporation not-for-profit ("Lessee").

WHEREAS, Section 11.151 of the Texas Education Code provides that all right and title to real property of the Collin County Community College District is vested in the Lessor;

WHEREAS, Lessee is organized and operated as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes, among others, of maintaining, developing, increasing and extending the facilities of Lessor to provide broader educational service opportunities to its students, faculty and staff;

WHEREAS, in order to promote the educational opportunities and to assist in the development of student housing facilities and related facilities for students at the Lessor's Spring Creek Campus (the "Campus"), Lessor deems it is best that a portion of the Campus be leased to Lessee for the purpose of developing, constructing, operating and leasing such student housing facilities;

WHEREAS, Lessor hereby recognizes and finds that (1) the Rent to be paid, (2) the construction of the Facilities and Improvements on the Land for the benefit of Lessor and (3) the residual value of the Facilities at the conclusion of the Term hereof accruing to Lessor constitute fair and equitable consideration for the conveyance of the leasehold interests set forth herein;

WHEREAS, all necessary consents and approvals have been obtained in connection with Lessor entering into this Lease upon the terms and conditions set forth herein;

WHEREAS, Lessor and Lessee have determined to enter into this Lease whereby Lessor will lease a tract of approximately 5.535 acres of land on the Campus to Lessee, and Lessee will develop, construct, operate and lease improvements on such land for use by Eligible Tenants (as defined herein) of Lessor and such other persons as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

ARTICLE ONE LEASE OF PROPERTY - TERMS OF LEASE

Section 1.01. LEASE OF PREMISES. Lessor does hereby let, demise and rent exclusively unto Lessee, and Lessee does hereby rent and lease from Lessor, the real property (the "Land") more particularly described on EXHIBIT "A" attached hereto, together with the

Facilities, all improvements, alterations, additions and attached fixtures located on the Land and the right of access to and use of the streets and roads now or hereafter adjoining the Land. Lessee, by execution of this Lease, accepts the leasehold estate herein demised subject only to the matters described on EXHIBIT "B" attached hereto.

Section 1.02. HABENDUM. LESSEE SHALL HAVE AND HOLD the Premises, together with all and singular the rights, privileges and appurtenances thereto attaching or anywise belonging, exclusively unto Lessee, its successors and assigns, for the term set forth in Section 1.03, subject to the covenants, agreements, terms, provisions and limitations herein set forth.

Section 1.03. TERM. Unless sooner terminated as herein provided, this Lease shall continue and remain in full force and effect for a term ("Term") commencing on the date hereof and ending at the earlier of (i) midnight on August 31, 2044 or (ii) when all mortgage debt against Lessee's leasehold estate has been paid (without consideration of the same having been deemed paid as a result of foreclosure).

Section 1.04. WARRANTY OF PEACEFUL POSSESSION. Lessor covenants that Lessee, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by Lessee, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term and may exercise all of its rights hereunder. Lessor agrees to warrant and forever defend Lessee's right to such occupancy, use and enjoyment to the Premises against the claims of any and all Persons whomsoever lawfully claiming the same, or any part thereof, subject only to the provisions of this Lease and the matters listed on EXHIBIT "B" attached hereto. Except as otherwise expressly provided herein, during the term of this Lease the Premises shall not be subject to any service contracts entered by the Lessor, including, without limitation, contracts for food service, laundry facilities and vending machines. Lessor covenants that it shall not grant any mortgage or lien on or in respect of its fee interest in the Premises unless same is subject and subordinate to this Lease and any new lease entered into pursuant to Section 6.02 F.

ARTICLE TWO DEFINITIONS

Section 2.01. DEFINITIONS. In addition to such other defined terms as may be set forth in this Lease, the following terms shall have the following meanings:

"Academic Year" - the period commencing on September 1 of each calendar year during the Term and ending on August 31 of the following calendar year.

"Affiliate" - with respect to a designated Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such designated Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through ownership of voting securities or by contract or otherwise.

"Annual Expenses" - with respect to any Academic Year of Lessor, all amounts (a) paid by Lessee during such Academic Year for operating expenses related to the Premises (including, but not limited to, Base Rent; and sales, property, rental, occupancy, use, gross receipts, excise and any other taxes paid by Lessee and all costs related to the organization and management of Lessee which are incurred in connection with the Premises or the Lessee's performance of its obligations pursuant to this Lease), (b) paid by Lessee during such Academic Year for capital expenditures for the Premises, (c) paid by Lessee during such Academic Year for principal and interest to any Permitted Mortgagee, (d) Municipal Insurer's Expenses as defined in the Loan Agreement and (e) deposited for Reserve Amounts.

"Applicable Laws" - all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority.

"Applicable Regulations" - all present and future rules, policies, procedures and regulations of Lessor pertaining to student academic/social standing, behavior or conduct as set forth in District publications or otherwise disseminated as official university rules or policy pertaining to such matters.

"Assigned Occupants" - as defined in Section 13.03 B.

"Award" - any payment or other compensation received or receivable as a consequence of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

"Base Rent" - as defined in Section 3.01.

"Business Day" - a day excluding Saturday, Sunday and any Holiday.

"Campus" - Spring Creek Campus of the Collin County Community College District at Plano, Texas.

"Commencement of Construction" - the date on which foundation work is begun for the Facilities.

"Construction Contract" - as defined in Section 5.01 F.

"Date of Opening" - the date the Facilities are opened for occupancy or use.

"Developer" - Century Project Management Partnership, Ltd.

"Eligible Tenant" - any person (i) that is a student attending the Collin County Community College District and (ii) whose Adjusted Gross Income (as set forth on Line 31 of Internal Revenue Service Form 1040, Line 16 of Internal Revenue Service Form 1040A, Line 4 of Internal Revenue Service Form 1040EZ or the corresponding lines of such form if hereafter amended), together with the Adjusted Gross Income of all persons who intend to reside with such person in one dwelling unit, did not, for the immediately preceding tax year, exceed \$95,000.00 or such

other amount as may be determined by the Collin County Housing Finance Corporation as moderate income within Collin County.

"Event of Default" - any matter identified as an event of default under Section 11.01.

"Expiration Date" - the expiration date of this Lease.

"Facilities" - all improvements constructed on the Land, including the complex of 6 buildings which include 128 apartment units, a clubhouse and a swimming pool and related facilities for use by students, faculty and staff of Lessor and others as permitted under this Lease or approved by Lessor, together with the Facility Equipment.

"Facility Equipment" - the furniture, furnishings, equipment, machinery and other personal property used in connection with the operation of the Premises which is not permanently affixed to the Facilities.

"Fall Semester" - as defined in Section 13.01.

"Force Majeure" - any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of Lessee; (d) adoption of or change in any Applicable Laws after the date of execution of this Lease; (e) any actions by Lessor which may cause delay; or (f) any other similar cause or similar event beyond the reasonable control of Lessee.

"Foreclosure" - a foreclosure or conveyance in lieu of foreclosure.

"Governmental Authority" - any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.

"Gross Revenues" - with respect to any Academic Year, all gross receipts of Lessee from the Premises, computed on a cash basis and otherwise in a manner reasonably acceptable to Lessor, including all rent, parking revenues, laundry and vending machine revenues and interest earned on tenants' security deposits.

"Hazardous Material" - as defined in Section 20.18.

"Holiday" - any day which shall be a legal holiday in the State of Texas or a day on which banking institutions in the State of Texas are authorized or required by law to close.

"Housing Contract" - as defined in Section 13.03 B.

"Independent Architect" - the architect, engineer or consultant selected and retained by Lessor to inspect the Facilities on behalf of Lessor.

"Lessor Representative" - one or more of the persons designated and authorized in writing from time to time by Lessor to represent Lessor in exercising Lessor's rights and performing Lessor's obligations under this Lease; the initial Lessor Representative shall be Ralph G. Hall, Vice President - Administration, Collin County Community College District.

"Lessor's Interest" - the fee simple title to the Land and the Facilities and Lessor's interest in this Lease.

"Management Agreement" - the Management Agreement relating to the operation and management of the Premises.

"Manager" - Century Campus Housing Management, L.P., a Texas limited partnership, its Affiliate or another Person approved by Lessor and Lessee.

"Net Cash Flow" - with respect to any Academic Year, the excess, if any, of Gross Revenues over Annual Expenses for such Academic Year.

"Occupancy Rentals" - all rentals and fees paid by occupants to occupy housing at the Facilities pursuant to the payment provisions of any Housing Contracts or other leases.

"Percentage Rent" - as defined in Section 3.02.

"Permitted Assignee" - (a) any Permitted Mortgagee, any purchaser at a Foreclosure, any Affiliate of a Permitted Mortgagee or any other Person selected by a Permitted Mortgagee (or its successors or assigns) subsequent to a Foreclosure of a Permitted Mortgage (b) any Affiliate of Lessee or (c) any Texas non-profit corporation which has been formed for the purpose of serving as Lessee hereunder and which has received a Letter of Determination issued by the Internal Revenue Service to confirm its status as a 501(c)(3) entity.

"Permitted Mortgage" - as defined in Section 6.01.

"Permitted Mortgagee" - as defined in Section 6.02.

"Person" - an individual; a trust; an estate; a Governmental Authority; or a partnership, joint venture, corporation, company, firm or any other entity whatsoever.

"Plans and Specifications" - the plans and specifications for the construction of the Facilities described in EXHIBIT "C" attached hereto, as such plans and specifications may be amended from time to time as permitted in Section 5.01.

"Premises" - the Land and the Facilities.

"Rent" - Base Rent and Percentage Rent.

"Reserve Amounts" - the amounts required to be established and funded pursuant to documents evidencing any loan secured by a Permitted Mortgage or other for debt service, operating and capital reserves.

"Semester"/"Semesters" - as defined in Section 13.01.

"Spring Semester" - as defined in Section 13.01.

"Summer Session" - as defined in Section 13.01.

"Taking" - the actual or constructive condemnation or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

ARTICLE THREE RENT

Section 3.01. BASE RENT. Base Rent in the total amount of \$1,000.00 for the entire term of this Lease ("Base Rent") shall be prepaid at the execution hereof.

Section 3.02. PERCENTAGE RENT. In addition to Base Rent provided in Section 3.01, in the event there is a Foreclosure of Lessee's leasehold interests hereunder and a Permitted Assignee becomes entitled to the rights and benefits of this Lease or a new lease pursuant to Article IV hereof, an additional rental ("Percentage Rent") shall be payable to Lessor beginning on the date the Permitted Assignee becomes entitled to such rights and benefits and continuing for the remainder of the lease term. The Percentage Rent shall be in an amount equal to the product of (a) 100% and (b) Net Cash Flow. Percentage Rent shall be paid to Lessor no later than forty-five (45) days after the close of each Academic Year.

ARTICLE FOUR USE OF PREMISES

Section 4.01. PURPOSE OF LEASE. Lessee enters into this Lease for the purpose of developing and constructing in accordance with the Plans and Specifications, and thereafter maintaining, the Facilities to provide on-campus housing for Eligible Tenants and except as otherwise provided herein, the Premises are to be used for no other purpose.

Section 4.02. BENEFIT OF LESSOR. Subject to Section 13.07, Lessee shall lease and hold the Premises for the support, maintenance or benefit of Lessor and the Premises shall be leased for a purpose related to the performance of the public and school purposes, duties and functions of the Collin County Community College District and subject to the Applicable Regulations.

ARTICLE FIVE
CONSTRUCTION

Section 5.01. LESSEE TO PAY COSTS. Lessee will develop and construct the Facilities on the Land at its own cost and expense. Lessor shall not have any financial obligation or other obligation of any kind under this Lease except as specifically set forth herein.

- A. Lessee shall engage the general contractor which shall furnish all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all permit and license fees and shall construct, build and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Lease, the Plans and Specifications and all documents executed pursuant hereto and thereto.
- B. Subject to the provisions of Section 5.01 D below, Lessee shall have sole control of the selection of construction professionals, construction design, means and methods and the final decision regarding operation of the Facilities. All construction, alteration, renovation or additions to the Premises undertaken by the Lessee shall be in conformance with all applicable codes, rules and regulations, including amendments thereto. Lessee shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.
- C. Changes in work and materials are subject to review and approval of the Independent Architect and Lessor Representative; however, minor changes in work or materials, not affecting the scope or general character of the Facilities may be made in the Plans and Specifications at any time by Lessee without the approval of the Independent Architect or the Lessor Representative. Lessee shall notify the Independent Architect and Lessor Representative of any changes in work or materials that require the Independent Architect's and Lessor Representative's approval and if either fail to respond within five (5) business days after receipt of Lessee's notice, it shall be deemed that the Independent Architect or Lessor Representative, as the case may be, has approved any such change.
- D. Lessor Representative has previously reviewed and approved the Plans and Specifications. After completion of the Facilities, at least 60 days prior to undertaking any material structural alteration, renovation or remodeling of the Facilities during the Term, Lessee shall submit plans for such renovation or remodeling to the Lessor Representative. Lessor Representative shall either approve, which approval shall not be unreasonably withheld, or disapprove any such alteration within thirty (30) days after receipt of such plans from Lessee. If Lessor Representative fails to respond within such thirty (30) day period, it shall be deemed that approval has been given for any such alteration, renovation or remodeling.

- E. Subject to Force Majeure, Lessee covenants that substantial completion of the Facilities shall occur no later than August 21, 1999, with all units ready for occupancy.
- F. Prior to Commencement of Construction, Lessee shall deliver to the Lessor Representative, (1) a copy of the signed contract ("Development and Project Management Contract") between the Lessee and the Project Developer for the development of the Facilities, and (2) a copy of the payment and performance bonds in an amount equal to the contract price set forth in the Construction Contract between Lessee and the general contractor for the construction of the Facilities. The Development and Project Management Agreement shall be in substantially the form attached as EXHIBIT "D".
- G. Lessee shall, or shall require the Developer to, upon written request of Lessor, make, in such detail as may reasonably be required, and forward to Lessor, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of Lessor in order to verify reports of construction, determine compliance with safety, fire and building codes, determine compliance with approved construction plans or such other inspections as may be necessary in the reasonable opinion of the Lessor Representative.
- H. Before erecting or placing any sign upon the Premises, Lessee shall submit the design and specifications of such sign to Lessor Representative for approval, which approval shall not be withheld if such signage is consistent with Lessor's current signage policy or such signage was included in the Plans and Specifications.

Section 5.02. [RESERVED].

Section 5.03. PERSONAL PROPERTY. All Facility Equipment shall be and remain the property of Lessor.

Section 5.04. ACCESS. Lessee shall permit Lessor's agents, representatives or employees to enter on the Premises at reasonable times for the purposes of review and inspection as provided in this Lease, to determine whether Lessee is in compliance with the terms of this Lease, or for other reasonable purposes. Subject to the rights of Lessor to observe and enforce their applicable rules and policies, the Lessor, its agents, representatives and employees shall not disturb construction on the Land and shall use best efforts to not disturb tenants of subleased space. Entry onto the Premises by Lessor or Lessor's agents, representatives or employees shall be at their sole risk and Lessee shall not have any liability to Lessor for any damage or injury to Lessor, its agents, representatives or employees resulting from their entry onto the Premises.

Section 5.05. ARCHITECTURAL AND DESIGN CONSIDERATIONS. Lessor shall have the right to approve the layout and general character and appearance of the Facilities, which shall conform to the provisions of this Section 5.05. The Facilities shall consist of student housing which shall be aesthetically pleasing. The housing shall be grouped so that windows do not

directly face other windows at close proximity, and public circulation and activities are buffered from the dwelling units. Sources of exterior noise should be screened wherever reasonably possible, and the housing designed and sited so that sound is not created nor directly transmitted from one unit to another by proximity of the units. Potential views into the residential units of the student housing project by persons using adjacent recreational areas should be screened. The building facilities, walkways and parking lots must be designed and constructed in compliance applicable portions of (i) the Americans With Disabilities Act of 1992 and (ii) any state or local regulations for handicapped access. The student housing must be constructed to provide minimum energy consumption and maximum maintenance efficiency. All materials used in construction must be new, and all mechanical components for each mechanical system (i.e., boiler system, heating system, interior components of air conditioning system, exterior components of air conditioning system, etc.) must be from a single manufacturer. The exterior appearance of the Facilities must be designed to conform or be in harmony with the exterior appearance of the Spring Creek Campus complex. All exterior materials and colors are subject to the approval of Lessor, which approval shall not be unreasonably withheld. All exterior lighting must be of the type and sited so as to provide adequate light for security purposes with minimal lighting spillover into housing windows. Waste disposal areas must be located on site, be easily accessible to a collection vehicle and the residents and must be adequately screened. Transformer or other utility boxes or meters which are placed in landscape areas or on other areas within the Premises must be screened by use of building enclosures, landscaping or a combination thereof. All exterior signage shall conform to the standards of the Spring Creek Campus and shall be subject to the approval of Lessor, which approval shall not be unreasonably withheld. Landscaping should create a pleasing and functional outdoor living environment and must be compatible with adjoining landscaping located on the Spring Creek Campus complex. All parking lots and access roads to the Facilities must be concrete and must meet or exceed City of Plano, Texas Code requirements. A perimeter fence will be required around the Facilities, which will be constructed of wrought iron with brick columns. Any changes to the aforementioned requirements, whether as a result of the initial construction, any reconstruction or maintenance thereof, shall be subject to the prior written approval of Lessor.

Section 5.06 . NO REPRESENTATIONS. Except for the express representations and warranties of Lessor set forth in this Lease, Lessee's execution of this Lease shall be conclusive evidence of Lessee's acceptance of the Land in an "as is" condition.

ARTICLE SIX ENCUMBRANCES

Section 6.01. MORTGAGE OF LEASEHOLD. Lessee may not mortgage, grant a lien upon or a security interest in (or assign as collateral) Lessee's leasehold estate in the Premises and/or Lessee's other rights to the Gross Revenues without the prior written consent of Lessor. Lessor hereby consents to the granting of a mortgage of Lessee's leasehold estate in the Premises and security interest pursuant to that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing for the benefit of Collin County Housing Finance Corporation and its assignee, Chase Bank of Texas, National Association, Trustee, for the benefit of certain Bond Holders and ACA Financial Guaranty Corporation (the "Permitted Mortgage").

Section 6.02. LESSOR'S AGREEMENTS. Lessor hereby agrees to the following for the benefit of any holder of the debt secured by the Permitted Mortgage or beneficiary of the Permitted Mortgage (individually, a "Permitted Mortgagee" and collectively, the "Permitted Mortgagees") :

- A. Lessor shall not terminate this Lease (or Lessee's rights hereunder) for any Event of Default without first advising such Permitted Mortgagee, in writing, of such Event of Default and permitting such Permitted Mortgagee to cure such Event of Default on behalf of Lessee within ninety (90) days after Lessor has given notice to such Permitted Mortgagee. If, during such ninety (90) day period, the Permitted Mortgagee takes action to cure such Event of Default but is unable, by reason of the nature of the default involved, to cure such failure within such period and continues to attempt to cure such Event of Default diligently and without unnecessary delays, Lessor shall not terminate this Lease. Further, if any Event of Default is not cured within such ninety (90) day period, or such longer period as provided in the immediately preceding sentence, and (1) the Permitted Mortgagee shall have given the notices necessary to commence Foreclosure of the liens of its Permitted Mortgage prior to the expiration of such period (unless the Permitted Mortgagee is enjoined or stayed from giving such notices or exercising its right of Foreclosure, in which event such ninety (90) day period shall be extended by the period of such injunction or stay), and (2) the purchaser or assignee at the Foreclosure fully cures any Event of Default reasonably susceptible of being cured by the purchaser or assignee at the Foreclosure within ninety (90) days after completion of such Foreclosure, then Lessor will not terminate this Lease (or Lessee's rights hereunder) because of the occurrence of such Event of Default provided that Foreclosure is diligently prosecuted. Lessor shall accept amounts paid or actions taken by or on behalf of any Permitted Mortgagee to cure any Event of Default. Nothing under this Section 6.02 A shall be construed to obligate a Permitted Mortgagee to either cure any Events of Default or Foreclose the liens and security interests under its Permitted Mortgage as a consequence of an Event of Default regardless of whether such Event of Default is subsequently cured. If the Permitted Mortgagee or the purchaser or the assignee at Foreclosure cures all defaults reasonably susceptible of being cured by such Permitted Mortgagee, purchaser or assignee, then all other defaults shall no longer be deemed to be Events of Default hereunder.
- B. Those Events of Default, which by their very nature, may not be cured by the Permitted Mortgagee (as, for example, the bankruptcy of Lessee) shall not constitute grounds of enforcement of rights, recourses or remedies hereunder by Lessor including termination of the Lease, if a Permitted Mortgagee either before or after a Foreclosure of its Permitted Mortgage (1) makes all payments and performs all obligations hereunder capable of being performed by the Permitted Mortgagee and (2) thereafter continues to comply with those provisions of this Lease with which, by their very nature, the Permitted Mortgagee may comply. Notwithstanding anything to the contrary contained in this Lease, the Permitted Mortgagee shall not be responsible for or obligated to cure any Event of Default for which the Permitted

Mortgagee did not receive written notice within thirty (30) days from the occurrence of such Event of Default.

- C. If a Permitted Mortgagee enforces the rights and remedies pursuant to the terms of its Permitted Mortgage (including Foreclosure of any liens or security interests encumbering the estates and rights of Lessee under this Lease) such enforcement shall not constitute an Event of Default by Lessee hereunder.
- D. If a Permitted Mortgagee should foreclose the liens and security interests of its Permitted Mortgage and should, as a result of such Foreclosure, succeed to any of the rights of Lessee hereunder, then such Permitted Mortgagee shall be subject to all the terms and conditions of this Lease and shall be entitled to all the rights and benefits of this Lease; provided, however, that (1) such Permitted Mortgagee shall not be liable for any act or omission of Lessee; (2) such Permitted Mortgagee shall not be bound by any amendment, modification, alteration, approval, consent, surrender or waiver of or under the terms of this Lease made without the prior written consent of such Permitted Mortgagee; (3) such Permitted Mortgagee shall have the obligation to pay Percentage Rent; (4) such Permitted Mortgagee shall be entitled to assign all or any portion of its interest in the leasehold estate and/or Gross Revenues, subject to the obligation to pay Percentage Rent under this Lease, without the consent of Lessor; and (5) upon the written request of such Permitted Mortgagee, Lessor shall reaffirm, in writing, the validity of this Lease and that this Lease is in full force and effect. Lessor acknowledges and agrees for itself and its successors and assigns that this Lease does not constitute a waiver by any such Permitted Mortgagee of any of its rights under any Permitted Mortgage or in any way release Lessee from its obligations to comply with the terms, provisions, conditions, representations, warranties, agreements or clauses of such Permitted Mortgage or any other security interest.
- E. Lessor will not agree to a modification, alteration, amendment or the release or surrender of this Lease without the prior written consent of any Permitted Mortgagees.
- F. In the event of the termination of this Lease prior to the Expiration Date, except by a Taking pursuant to Article Fifteen hereof, Lessor will serve upon any Permitted Mortgagees written notice that this Lease has been terminated together with a statement of any and all sums which would have at that time been due under the Lease but for such termination and of all other Events of Default, if any, under this Lease then known to Lessor whereupon the Permitted Mortgagee holding the most senior Permitted Mortgage shall have the option to obtain a new lease of the Premises by giving notice to Lessor to such effect within sixty (60) days after receipt by such Permitted Mortgagee of notice of such termination, which new lease shall be (1) effective as of the date of termination of this Lease, (2) for the remainder of the Term, and (3) at the same Rent and upon all of the agreements, terms, covenants and conditions hereof (subject, however, to the payment of Percentage Rent). Upon the

execution of such new lease, the lessee named therein shall pay any and all sums which at the time of the execution thereof would be due under this Lease but for such termination, but shall not be responsible for any expenses of Lessor, including, without limitation, reasonable attorney's fees, court costs and disbursements incurred by Lessor in connection with the Event of Default and such termination, the recovery of possession of the Premises and the preparation, execution and delivery of such new lease. The limitations on the Permitted Mortgagee's responsibility to cure Events of Default imposed by Section 6.02 B shall apply to this Section 6.02 F.

- G. All notices given hereunder by Lessor to Lessee shall also be given concurrently to each Permitted Mortgagee who has previously designated its address in writing to Lessor or whose address is listed on EXHIBIT "E" hereto.
- H. The liability of the Permitted Mortgagee under this Lease shall be limited to the Permitted Mortgagee's interest in the leasehold estate of the Lessee and the period during which the Permitted Mortgagee may own the interest of the Lessee hereunder. Upon the Permitted Mortgagee's assignment or transfer of its rights and interests in and to this Lease to a third party, the Permitted Mortgagee shall have no further liability for any obligations arising after such transfer date, which liability shall be borne by the assignee or transferee.

ARTICLE SEVEN

MAINTENANCE AND REPAIR

Section 7.01. UTILITIES. Lessee shall pay or cause to be paid all charges, including any connection fees, for water, gas, electricity, sewer and any other utilities used on the Premises throughout the Term. Lessee shall provide, at its expense, all off-site utilities to the perimeter of the Land in sufficient capacity to serve the Project.

Section 7.02. REPAIRS. Throughout the term of this Lease, Lessee shall keep and maintain, or cause to be kept and maintained, the Premises and all facilities located thereon in a good state of repair and of like new appearance, damage caused by casualty, condemnation and force majeure excepted. All mechanical equipment shall be maintained in accordance with manufacturer's recommended maintenance requirements, and preventative maintenance and repair to all HVAC related systems shall be performed by manufacturer's certified personnel. The building and grounds of the Premises shall be maintained free of litter and trash and shall comply with all Codes, local, state and federal, concerning health and safety. All parking lots shall be kept clean, and all fire lanes, handicapped access and parking spaces shall be regularly striped. Landscaping will be maintained in good and live condition with seasonal color throughout the term of this Lease being installed consistent with Lessor's seasonal plan for the Spring Creek Campus.

Section 7.03. RENOVATION OF IMPROVEMENTS. Lessee shall have the right at any time and from time to time to do such major or minor alterations, renovation or repair work to any portion of the Facilities as Lessee determines is reasonably necessary in order to comply with the requirements of this Lease or the Management Agreement, subject to the prior approval of Lessor for major alterations, which shall not be unreasonably withheld.

Section 7.04. DAMAGE TO IMPROVEMENTS. Subject to the other terms of this Lease, in the event any portion of the Facilities is damaged by fire or otherwise, regardless of the extent of such damage or destruction, as soon as practicable thereafter, but in no event longer than ninety (90) days following the date of such damage or destruction, Lessee shall commence the work of repair, reconstruction or replacement of the damaged or destroyed building or improvement and prosecute the same with reasonable diligence to completion, so that the Facilities shall be restored to substantially the same size, function and value as the Facilities existing prior to the damage. All or any portion of the insurance proceeds payable as a consequence of a casualty affecting the Facilities shall be deposited with and disbursed by the Permitted Mortgagee (holding the Permitted Mortgage with the most senior lien priority) in accordance with such Permitted Mortgagee's loan documents or contractual agreements with Lessee pending the completion of repairs to the Facilities; or with Lessor in the event there is no Permitted Mortgagee. If any available insurance proceeds (after payment of all or any portion of such insurance proceeds towards amounts owed under any Permitted Mortgage) are insufficient, in the reasonable judgment of Lessee, to permit restoration in accordance with the terms of this Lease, or if payment of the insurance proceeds is contested or not settled promptly for any reason, then the Lessor shall grant an appropriate extension of the time for commencing repairs to allow Lessee to obtain reasonable replacement financing or to obtain the insurance proceeds. If Lessee shall in good faith be unable to (a) obtain reasonable replacement financing to restore the Facilities to substantially the same size, function and value as the Facilities existing prior to the damage or (b) obtain the insurance proceeds from the Permitted Mortgagee, then Lessee (with the Permitted Mortgagee's prior written approval, if applicable) may terminate this Lease by written notice to Lessor. In the event of termination under this Section 7.04, this Lease shall terminate ten (10) days after the date of such notice with the same force and effect as if such date were the date herein fixed for the expiration of the Term. Rent shall be apportioned and paid to the time of such termination, and at the request of Lessor, Lessee shall demolish the remaining Facilities, at Lessee's sole cost and expense and shall restore the Land to substantially the same condition as it existed on the date of this Lease.

ARTICLE EIGHT CERTAIN LIENS PROHIBITED

Section 8.01. NO MECHANICS' LIENS. Except as permitted in Section 8.02 hereof, Lessee shall not suffer or permit any mechanics' liens or other liens to be enforced against Lessor's Interest nor against Lessee's leasehold interest in the Premises by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Lessee or to anyone holding the Premises or any part thereof through or under Lessee. Lessee shall at all times during construction or reconstruction cause payment and performance bonds to be in place covering all work and/or materials provided therefor.

Section 8.02. RELEASE OF RECORDED LIENS. If any such mechanics' liens or materialmen's liens shall be recorded against the Premises, Lessee shall cause the same to be released of record or, in the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the

execution of such judgment. In the event Lessor reasonably should consider Lessor's Interest endangered by any such liens and should so notify Lessee and each Permitted Mortgagee and Lessee or any Permitted Mortgagee should fail to provide adequate security for the payment of such liens in the form of a surety bond, cash deposit or cash equivalent or indemnity agreement satisfactory to Lessor within thirty (30) days after such notice, then Lessor, at Lessor's sole discretion, may discharge such liens and recover from Lessee immediately as net rent under this Lease the amounts to be paid, with interest thereon from the date paid by Lessor until repaid by Lessee at the rate of ten percent (10%) per annum.

Section 8.03. MEMORANDUM OF RECITALS. The memorandum of Lease to be filed pursuant to Section 20.05 of this Lease shall state that any third party entering into a contract with Lessee for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that Lessor is a governmental entity, that all construction related to this Lease shall be subject to a payment and performance bond and the Land shall not be subject to the filing of mechanic's liens.

ARTICLE NINE OPERATION AND MANAGEMENT OF FACILITIES

Section 9.01. MANAGEMENT AGREEMENTS. Lessee shall be responsible for the operation of the Premises. Lessee shall enter into a Management Agreement in substantially the form of the Management Agreement attached as EXHIBIT "F", which is hereby approved by Lessor, with a manager ("Manager") approved by Lessor. Century Campus Housing Management, L.P. or its Affiliate is hereby approved as the initial Manager of the Premises. The Management Agreement shall provide for the operation of the Premises without cost or expense to Lessor in conformity with all applicable law and with Lessor's Student Code of Conduct and such rules, regulations and policies of Lessor as may be promulgated from time to time applicable to all housing projects on the Campus.

Section 9.02. [RESERVED].

Section 9.03. BOOKS AND RECORDS. Lessee shall keep, or cause to be kept, accurate, full and complete books and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Facilities. All financial statements shall be accurate in all material respects, shall present fairly the financial position and results of the Facilities' operations and shall be prepared in accordance with generally accepted accounting principles consistently applied. The Lessee and the Manager shall determine methods to be used in the preparation of financial statements, in connection with all items of income and expense including, but not limited to, valuation of assets, the method or methods of depreciation, elections, credits and accounting procedures. The books, accounts and records of the Facilities shall be maintained at the principal office of Lessee.

Section 9.04. ADVERTISING. At least seven (7) days prior to circulating any advertisements or other promotional material relating to the Facilities, Lessee shall provide Lessor Representative with copies thereof for Lessor's consent, which consent shall be deemed given

unless Lessor's representative objects in writing to the same no later than three (3) days prior to circulation.

Section 9.05. AUDITS. Lessor may, at its option and at its own expense and during customary business hours, conduct internal audits of the books, records and accounts of the Facilities. Audits may be made on either a continuous or a periodic basis or both and may be conducted by employees of Lessor or by independent auditors retained by Lessor. All such audits shall be conducted without materially or unreasonably interrupting or interfering with the normal conduct of business affairs by the Lessee. Lessor covenants with Lessee to keep the results of any such audits confidential, except as required by rules and regulations of Lessor and by applicable law.

ARTICLE TEN INSURANCE AND INDEMNIFICATION

Section 10.01. INDEMNIFICATION BY LESSEE. Excluding the acts or omissions of Lessor, its employees or agents, Lessee shall indemnify and save harmless Lessor, its agents, officers and employees, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management, operation or control of the Premises. This obligation to indemnify shall include legal counsel whose fees must be reasonable and third-party investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand has been made; however, Lessee and Lessor shall use the same counsel if such counsel is approved by Lessor, which approval shall not be unreasonably withheld or delayed. If Lessor does not approve such counsel, then Lessor may retain independent counsel at Lessor's sole cost and expense. It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefor.

Section 10.02. LESSOR NOT LIABLE. Lessor shall not be liable for any damage to either persons or property sustained by Lessee or other persons and caused by any act or omission of any occupant of the Facility.

Section 10.03. INSURANCE. Lessee shall at all appropriate times maintain, with respect to the Premises, for the duration of this Lease and any extensions thereof, insurance issued by a company or companies qualified, permitted or admitted to do business in the State of Texas in the following types and amounts:

TYPE	AMOUNT
(1) Comprehensive General (Public) Liability - to include coverage for the following where the exposure exists:	Combined Single Limit for Bodily Injury and Property Damage in an amount acceptable to the Lessor Representative,

not to exceed \$5,000,000.

- (a) Premises/Operations
 - (b) Independent Contractors
 - (c) Products/Completed Operations
 - (d) Personal Injury
 - (e) Contractual Liability
 - (f) Explosion, collapse and under-ground property damage
- (2) All Risk Property Damage Insurance - for coverage being for physical damage to the property of the Lessee including including improvements and betterments to the Land. Coverage being for 100% of the replacement cost of the Facilities.
- (3) Builder's Risk Insurance - all risk of physical loss during term of the construction contract and until the Facilities are substantially completed. Coverage being for 100% of the replacement cost of the Facilities.
- (4) Rental Abatement Insurance, if obtainable by Lessee at reasonable cost.

Section 10.04. LESSOR ADDITIONAL INSURED. Lessee agrees that with respect to the above required insurance, Lessor shall:

- A. Be named on the Property Insurance Policy and Comprehensive General Liability Policy as additional insured/or an insured, as its interest may appear. Lessor agrees to promptly endorse insurance checks or otherwise release insurance proceeds, provided no Event of Default is continuing hereunder. Lessor shall, regardless of the existence of an Event of Default, promptly endorse insurance checks or otherwise release insurance proceeds payable to (or to be held by) a Permitted Mortgagee if such Permitted Mortgagee's Permitted Mortgage so requires.
- B. Be provided with thirty (30) days advance notice, in writing, of cancellation or material change in coverage.
- C. Be provided with a certificate evidencing the above required insurance at the time the policies are required to be obtained and thereafter with certificates evidencing

renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies.

Section 10.05. ADDITIONAL INSURANCE. Lessor may review Lessee's required insurance coverages and limits as stated herein at the time of renewal of the said policies or at the time of a material change, and Lessor reserves the right to require reasonable additional limits or coverages. Lessee agrees to comply with any such reasonable request by Lessor.

Section 10.06. BLANKET POLICIES. Lessee may submit any blanket general insurance policy containing the requirements of this Article Ten, to Lessor for its approval, which shall not be unreasonably withheld.

Section 10.07. SUBROGATION. Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waives any and all rights of recovery, claims, actions or causes of action against the other, its agents, officers and employees for any injury, death, loss or damage that may occur to Persons or the Premises, or any personal property of such party therein, by reason of fire, the elements or any other cause which is insured against under the terms of the policies of insurance that are maintained by Lessor or Lessee or that Lessee is required to provide hereunder, regardless of cause or origin, including negligence by the party hereto, its agents, officers or employees, and each party covenants that no insurer shall hold any right of subrogation against the other, except in the case (and only in the case) that such waiver of subrogation invalidates coverage under such policy.

ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

Section 11.01. EVENTS OF DEFAULT. Any one of the following events shall be deemed to be an "Event of Default" by Lessee under this Lease.

- A. Lessee shall fail to pay any sum required to be paid to Lessor under the terms and provisions of this Lease and such failure shall not be cured within sixty (60) days after Lessee's receipt of written notice from Lessor of such failure.
- B. The taking by execution of Lessee's leasehold estate or any interest thereon for the benefit of any Person other than a Permitted Mortgagee or purchaser at a Foreclosure.
- C. Lessee shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by Lessee under the terms and provisions of this Lease and such failure shall not be cured within one hundred eighty (180) days after receipt of written notice from Lessor of such failure; provided that if, during such one hundred eighty (180) day period, Lessee takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder.

- D. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for Lessee or any substantial part of the properties of Lessee or ordering the winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for a period of one hundred eighty (180) consecutive days.
- E. The commencement by Lessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Lessee to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for Lessee or any substantial part of the properties of the Lessee.

Section 11.02. RIGHT TO EXPEL. The Permitted Mortgagee shall have the right to expel Lessee upon the occurrence of an Event of Default and assume the position of Lessee with all rights and duties under this Lease.

Section 11.03. LESSOR'S RIGHTS UPON DEFAULT. Subject to the rights of the Permitted Mortgagees under Article Six and Section 11.02, upon the occurrence and during the continuance of an Event of Default, Lessor may at its option declare this Lease and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity.

Section 11.04. RIGHT TO RELET PREMISES. Upon Lessor's exercise of the election to terminate this Lease, Lessor shall take possession of the Premises and shall use reasonable efforts to relet the same for the remainder of the Term for the account of Lessee upon such terms as Lessor is able to obtain. Any termination of this Lease shall not relieve Lessee from the payment of sums then due and payable to Lessor or any claim for accrued damages against Lessee. Any such termination shall not prevent Lessor from enforcing the payment of any sums or from claiming damages by any remedy provided for by law or from recovering damages from Lessee for any Event of Default.

ARTICLE TWELVE

IMPROVEMENTS AND LESSEE'S RIGHT OF FIRST REFUSAL

Section 12.01. TITLE TO IMPROVEMENTS. Title to the Facilities, the Land and the Facilities Equipment, shall be vested completely in Lessor, subject to the rights of Lessee provided by this Lease. Title to all consumable supplies and materials used in constructing, altering, renovating or remodeling the Facilities shall be in Lessee when delivered to the Land. Prior to the consumable supplies being used under the Construction Contract (or under any subsequent contract for Remodeling the Facilities) and prior to the materials being incorporated into the Facilities, Lessee hereby donates the materials and consumable supplies to Lessor, and Lessor

hereby accepts the materials and consumable supplies. This donation and acceptance is subject to the lien rights of Permitted Mortgagees. Passage of title to Lessor shall not constitute Lessor's acceptance of the construction or work nor shall it impose any obligation on Lessor to maintain the Facilities.

Section 12.02. [RESERVED].

Section 12.03. [RESERVED].

Section 12.04. [RESERVED].

Section 12.05. **LESSEE'S RIGHT OF FIRST REFUSAL.** If, within five (5) years after completion of the Facilities, Lessor desires to contract with a third party for the development, operation and construction of additional apartment housing on the Campus, then Lessor shall notify Lessee, the Developer and the Manager thereof and shall negotiate with Lessee, or an Affiliate of Lessee, in good faith the terms of a ground lease leasing land located on the Campus in order for Lessee, or an Affiliate of Lessee, to construct and operate such apartment housing.

Section 12.06. [RESERVED].

ARTICLE THIRTEEN OCCUPANCY AGREEMENT

Section 13.01. **SEMESTER DEFINED.** As referenced herein, (a) "Fall Semester" shall mean the fall academic term of the Spring Creek Campus of the Collin County Community College District commencing during the month of August and ending during the month of December, (b) "Spring Semester" shall mean the spring academic term of the Spring Creek Campus of the Collin County Community College District commencing during the month of January and ending during the month of May, and (c) "Summer Session" shall mean the summer academic term of the Spring Creek Campus of the Collin County Community College District commencing during the month of June and ending during the month of August. The Fall Semester, Spring Semester and Summer Session are collectively referred to herein as "Semesters" and individually referred to herein as a "Semester".

Section 13.02. **FIRST PRIORITY ASSIGNMENT OF ELIGIBLE TENANTS TO THE FACILITIES.** Lessor shall assign Eligible Tenants to the Facilities as follows:

- A. Each Semester, Lessor shall assign to the Facilities Eligible Tenants who are enrolled for 9 semester credit hours or more ("First Priority Occupants") prior to assigning such Eligible Tenants to any other housing facility on the Campus until (based on signed leases) the Facilities have achieved occupancy (based on signed leases) of 95% (the "Minimum Occupancy"). The notice to the Eligible Tenants of their assignment to the Facilities shall be in substantially the form attached as EXHIBIT "G".

- B. If Lessor has not assigned to the Facilities, at least sixty (60) days prior to the commencement of each Semester during the Term, a sufficient number of First Priority Occupants for the Facilities to achieve (based on signed leases) the Minimum Occupancy, then Lessor shall assign all other Eligible Tenants to the Facilities (in priority over other housing facilities) to the extent necessary for the Facilities to achieve the Minimum Occupancy. In order to insure that the Facilities will be fully occupied by either First Priority Occupants or other Eligible Tenants, Lessor will not assign any Eligible Tenants to any housing facilities other than the Facilities for any Semester earlier than sixty (60) days prior to the commencement of such Semester.
- C. Notwithstanding the foregoing provisions of this Section 13.02, Lessor shall not be obligated to require any Eligible Tenant to lease a unit in the Facilities. Thus, if any Eligible Tenant rejects an assignment to the Facilities, then Lessor may reassign such Eligible Tenant to another housing facility on the Campus.
- D. Lessee shall notify Lessor each Semester when the Facilities are sufficiently occupied to achieve the Minimum Occupancy for the applicable Semester. During each Semester, Lessee shall periodically notify Lessor of any vacancies that occur at the Facilities in order to give Lessor an indication of the number of units that will need to be leased for the immediately succeeding Semester.

Section 13.03. OCCUPANCY RENTALS; HOUSING CONTRACTS.

A. Lessee shall charge Occupancy Rentals to Assigned Occupants of the Facilities at the rates jointly determined by Lessee and the Manager. The Occupancy Rentals shall be established as shall be necessary to assure maximum occupancy and use of the Facilities and the services related thereto, as shall be necessary to satisfy the applicable covenants contained in any Permitted Mortgage and as shall be necessary to generate sufficient revenues for the payment of Annual Expenses, for the payment of the debt service on the Permitted Mortgages, for the payment of the Reserve Amounts and to make all other payments and charges as are required under the Permitted Mortgages. The initial Occupancy Rentals during the 1999-2000 Academic Year shall be those described in "Rate Structure by Lease Term" in EXHIBIT "H" hereto. If the Permitted Mortgagee holding the most senior Permitted Mortgage does not believe that existing rental rates will be sufficient to satisfy the objectives described in this Section 13.03.A, such Permitted Mortgagee may provide Lessee and Lessor with at least thirty (30) days advance written instruction regarding the rental rates to be charged in leases executed after such instruction is to be effective, and Lessee and Lessor agree to implement the rental rates pursuant to such instruction.

B. Lessee shall use the form of housing contract (the "Housing Contract") attached hereto as EXHIBIT "I" for execution by all Eligible Tenants assigned by Lessor to occupy space in the Facilities (the "Assigned Occupants"). Lessee shall be entitled to amend the form of Housing Contract from time to time, in which event Lessee shall deliver the amended form to Lessor for its consent, which shall not be unreasonably withheld. Lessee shall arrange for each

Assigned Occupant to execute and deliver to Lessee the form of Housing Contract prepared by Lessee.

C. Lessor will have no obligation to Lessee if any Assigned Occupant fails to pay the Occupancy Rentals in accordance with the terms of its Housing Contract.

Section 13.04. LESSOR PROMOTIONS.

A. Lessor shall actively promote and market the Facilities as an integral part of the overall housing program of the Spring Creek Campus of the Collin County Community College District. In that regard, Lessor shall:

1. Include a housing brochure (prepared by Lessee) in all response mailings to prospective students seeking information about enrolling in the Collin County Community College District.
2. Include a housing brochure (prepared by Lessee) in all mailings to student applicants which notify them of their admittance to the Collin County Community College District.
3. Provide Lessee with a convenient space at no cost on the first floor of the Atrium of the Spring Creek Campus for a project information booth.
4. Provide Lessee upon request with a list of those students who have indicated an interest in living on campus, to the extent same is reasonably available or accessible to Lessor, which includes to the extent available their first and last name, classification, mailing address and telephone number.
5. Provide at Lessor's expense ½ page project information advertisements in the Campus newspaper as published during the months of April, May and July and on a bi-monthly basis during all other months.
6. Allow Lessee to use a reasonable number of signs, flags and banners on the Campus to market the Facilities.
7. [RESERVED].
8. Incorporate information about the Facilities in each issue of the Collin County Community College District's academic catalogue and other appropriate university publications.
9. Jointly with Lessee organize an "Open House" at the Facilities at the beginning of each Semester and invite all deans and faculty of the Spring Creek Campus of the Collin County Community College District.
10. [RESERVED]

11. Permit the management staff for the Facilities to participate in all residence staff training programs and other similar programs made available to the staff of other housing facilities at the Spring Creek Campus of the Collin County Community College District.
12. With the written approval of the Assigned Occupant, disburse directly to Lessee the housing portion of such Assigned Occupant's financial aid award.

B. Lessee shall cooperate in promoting and marketing the Facilities by causing the following actions to be taken, all at Lessee's cost:

1. Prepare a housing brochure which reflects the floor plans, amenities and benefits of the Facilities.
2. Maintain an on site leasing office at the Premises.
3. Prepare four 20" by 30" color, mounted renderings of the Facilities for use by Lessor in its promotion and marketing of the Facilities.

Section 13.05. CAMPUS OCCUPANCY REPORTS. At least thirty (30) days after the commencement of each Semester during the Term, Lessee shall deliver to Lessor the Housing Occupancy Report for such Semester which shall include the name, social security number and apartment address of each Assigned Occupant and shall be certified by Lessee, or its representative, as being true and correct.

Section 13.06. DEDICATION OF THE PROJECT TO ON-CAMPUS OCCUPANTS. Lessee agrees to offer units in the Facilities for lease only to Eligible Tenants, and Lessee shall cooperate with Lessor in marketing the Facilities to prospective Eligible Tenants. Only with the prior written consent of Lessor may Lessee offer units in the Facilities for lease to students, faculty and staff attending any other institution of higher education.

ARTICLE FOURTEEN DEFAULT BY LESSOR

Section 14.01. LESSOR DEFAULTS. If Lessor fails to perform any of its respective obligations or covenants under this Lease, then Lessee shall be entitled to enforce any one or more of the following rights and remedies:

- A. Lessee shall be entitled to cease paying all Rent and other amounts owed to Lessor under this Lease; and
- B. Lessee shall be entitled to require Lessor to specifically perform its obligations under this Lease or restrain or enjoin Lessor from continuing the activities that constitute the default of Lessor.

ARTICLE FIFTEEN CONDEMNATION

Section 15.01. CONDEMNATION OF ENTIRE PREMISES. Upon the permanent Taking of the entire Premises, this Lease shall terminate and expire as of the date of such Taking, and both Lessee and Lessor shall thereupon be released from any liability thereafter accruing hereunder. Lessee and the Permitted Mortgagee shall each receive notice of any proceedings relating to a Taking and shall each have the right to participate therein.

Section 15.02. PARTIAL CONDEMNATION. Upon a temporary Taking or a Taking of less than all of the Premises, Lessee, at its election, may terminate this Lease by giving Lessor notice of its election to terminate at least sixty (60) days prior to the date of such termination if Lessee reasonably determines that the Premises cannot be economically and feasibly used by Lessee for its intended purposes. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination.

Section 15.03. PAYMENT OF AWARDS. Upon the Taking of all or any portion of the Premises (a) Lessee shall be entitled (free of any claim by Lessor) to the Award for the value of its interest in the Premises and its rights under this Lease and damages to any of its other property, together with any other compensation or benefits paid as a consequence of the interruption of Lessee's business; and (b) Lessor shall be entitled (free of any claim by Lessee) to the Award for the value of Lessor's Interest (such value to be determined as if this Lease were in effect and continuing to encumber Lessor's Interest).

Section 15.04. REPAIR AFTER CONDEMNATION. Should a Taking occur that does not result in termination as provided by Sections 15.01 or 15.02, Lessee, at its expense, shall commence and proceed with reasonable diligence to repair or reconstruct the Facilities to a complete architectural unit or units. Any and all such repairs or reconstruction shall be subject to prior reasonable approval of Lessor. Notwithstanding the foregoing provisions of this Section 15.04, if the Award payable as a consequence of a Taking (after payment of all or any portion of such Award towards amounts owed under any Permitted Mortgage) is insufficient, in the reasonable judgment of Lessee, to permit such restoration, then Lessee, with the prior written approval of the Permitted Mortgagee (a copy of which approval must be delivered to Lessor), may terminate this Lease by written notice to Lessor in which event, at the request of Lessor, Lessee shall demolish the Facilities, at Lessee's sole cost and expense, and shall restore the Land to substantially the same condition as it existed on the date of this Lease. All or any portion of the Award payable to Lessee as a consequence of a Taking affecting the Premises shall be deposited with and disbursed by the Permitted Mortgagee (holding the Permitted Mortgage with the most senior lien priority) pending the completion of the restoration of the Premises. In the event of termination under this Section 15.04, this Lease shall terminate ten (10) days after the date of such notice with the same force and effect as if such date were the date herein fixed for the expiration of the Term, and the Rent shall be apportioned and paid at the time of such termination.

ARTICLE SIXTEEN
ASSIGNMENT, SUBLETTING AND TRANSFERS OF LESSEE'S INTEREST

Section 16.01. ASSIGNMENT BY LESSEE. Lessee may sell or assign Lessee's leasehold estate created by this Lease and the other rights of Lessee hereunder to any Permitted Assignee without the consent of Lessor, subject to the condition of any loan agreement to which Lessee is a party and so long as such assignee unconditionally assumes Lessee's obligations hereunder, and Lessor shall release Lessee from its obligations under this Lease following the date of the assignment.

Section 16.02. SUBLETTING. Except for subleases to occupants of the Facilities and except as otherwise set forth in this Lease, Lessee is not authorized to sublet the leasehold estate without the Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. A sublease to any Person providing laundry services to the Facilities shall be deemed approved by Lessor.

Section 16.03 . TRANSFERS OR MORTGAGES OF LESSOR'S INTEREST. Any and all mortgages or liens placed or suffered by Lessor encumbering Lessor's Interest shall be expressly subject and subordinate to this Lease, to all obligations of Lessor hereunder, and to all of the rights, titles, interests and estates of Lessee created or arising hereunder. The obligations of Lessee under this Lease shall survive any conveyance, foreclosure or other transfer of Lessor's interest, and Lessee shall not be relieved of such obligations as a consequence of such conveyance, foreclosure or other transfer. Furthermore, any Person succeeding to Lessor's Interest as a consequence of any such conveyance, foreclosure or other transfer shall succeed to all of the obligations of Lessor hereunder.

ARTICLE SEVENTEEN
COMPLIANCE CERTIFICATES

Section 17.01. LESSOR COMPLIANCE. Lessee agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by Lessor, to execute, acknowledge and deliver to Lessor or to such other party as Lessor shall request, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of Lessee to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Lessor's Interest.

Section 17.02. LESSEE COMPLIANCE. Lessor agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by Lessee, to execute, acknowledge and deliver to Lessee a statement in writing, addressed to Lessee or to such other party as Lessee shall request, certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the

modifications); (b) the dates to which the Rent and other charges have been paid; (c) whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); (d) whether an event has occurred which, after giving of notice or the passage of time (or both) would result in an Event of Default (and stating the nature of any such event); and (e) the dates of commencement and expiration of the Term. Any such statement delivered pursuant to this Section may be relied upon by any prospective assignee, sublessee or Permitted Mortgagee of this Lease or by any assignee or prospective assignee of any Permitted Mortgage

ARTICLE EIGHTEEN TAXES AND LICENSES

Section 18.01. PAYMENT OF TAXES. Lessee shall pay, as a portion of Annual Expenses, and, upon request by Lessor, shall provide evidence of payment to the appropriate collecting authorities, all federal, state and local taxes and fees, which are now or may hereafter be, levied upon Lessee, the Premises, the business conducted on the Premises and any of Lessee's property used in connection therewith. Lessee shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Lessee. Lessee may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of Lessee to pay taxes and fees under this Section 18.01 shall apply only to the extent that Lessee is not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated.

Section 18.02. CONTESTED TAX PAYMENTS. Lessee shall not be required to pay, discharge or remove any taxes or assessments imposed on Lessee so long as Lessee is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on any lien arising in respect to such contested amounts which are Lessee's responsibility, cause the same to be discharged and removed prior to the execution of such judgment. Lessor shall cooperate with Lessee in completing such contest and Lessor shall have no right to pay the amount contested during the contest. Upon the termination of such proceeding, Lessee shall deliver to Lessor proof of the amount due as finally determined and proof of payment thereof. Lessor, at Lessee's expense, shall join in any such proceeding if any law shall so require.

ARTICLE NINETEEN FORCE MAJEURE

Section 19.01. DISCONTINUANCE DURING FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Lessee or a Permitted Mortgagee, there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. Lessor shall not be obligated to recognize any delay caused by Force Majeure unless Lessee or such Permitted Mortgagee shall, within ten (10) days after Lessee or such Permitted Mortgagee is aware of the existence of an event of Force Majeure, notify Lessor thereof. The foregoing notwithstanding, if any such delay is caused by Lessor, Lessee or such Permitted Mortgagee shall not be required to give notice to Lessor of such delay.

ARTICLE TWENTY
MISCELLANEOUS

Section 20.01. NONDISCRIMINATION, EMPLOYMENT AND WAGES. Any discrimination by Lessee or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Lease, is prohibited.

Section 20.02. CONFLICT OF INTEREST. Lessee certifies (and this Lease is made in reliance thereon) that neither Lessee nor any person having an interest in this Lease by, through or under Lessee is an officer of Lessor.

Section 20.03. NOTICES. Notices or communications to Lessor or Lessee required or appropriate under this Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

if to Lessor:

Office of the Board of Trustees
of the Collin County Community College District
4800 Preston Park Boulevard , Suite 400
Plano, Texas 75086-9055
ATTENTION: Vice President - Administration
Telecopy No.: (972) 758-3841

with copy to:

Abernathy, Roeder, Boyd & Joplin, P.C.
101 E. Davis Street
McKinney, Texas 75069
ATTENTION: Richard M. Abernathy
Telecopy No. (972) 562-0202

if to Lessee:

Collin County Community College Foundation, Inc.
4800 Preston Park Boulevard
Plano, Texas 75086-9055
ATTENTION: Treasurer
Telecopy No.: (972) 758-3831

with a copy to:

Century Development
1980 Post Oak Boulevard , Suite 1200
Houston, Texas 77056
ATTENTION: General Counsel
Telecopy No: (713) 621-1441

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service, telecopy or mail, upon receipt. The notices provided to Lessee under this Lease shall not be effective against any Permitted Mortgagee, unless such notices are sent to the Permitted Mortgagee pursuant to Section 6.02 and at the address set forth in EXHIBIT "E" or as otherwise provided.

Section 20.04. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of Lessor and Lessee.

Section 20.05. MEMORANDUM OF LEASE. Neither Lessor nor Lessee shall file this Lease for record in the Office of the County Clerk of Collin County, Texas or in any public place without the written consent of the other. In lieu thereof, Lessor and Lessee agree to execute in recordable form a memorandum of this Lease in the form of EXHIBIT "J" attached hereto. Such memorandum shall be filed for record in the Office of the County Clerk of Collin County.

Section 20.06. ATTORNEYS' FEES. If either party is required to commence legal proceedings relating to this Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 20.07. APPROVALS. Whenever approvals are required of either party hereunder, if no objection is made to a written proposal or request for approval within the time period specified for response herein, such approval shall be deemed to have been given. If no time period is specified for a response to a proposal or request for approval, a reasonable time not to exceed ten (10) days from the date of such proposal or request shall apply unless the parties otherwise agree in writing.

Section 20.08. TEXAS LAW TO APPLY. This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

Section 20.09. APPROVAL OF ANCILLARY AGREEMENTS. Lessor agrees that in the event it becomes necessary or desirable for Lessor to approve in writing any ancillary agreements or documents concerning the Premises or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between Lessor

and Lessee or to give any approval or consent of Lessor required under the terms of this Lease, Lessor hereby authorizes, designates and empowers Lessor Representative to execute any such agreement, approvals or consents necessary or desirable.

Section 20.10. RIGHTS CUMULATIVE. All rights, options, and remedies of Lessor and Lessee contained in this Lease shall be construed and held to be cumulative and no one of them shall be exclusive of the other. Lessor and Lessee shall each have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity whether or not stated in this Lease.

Section 20.11. NONWAIVER. No waiver by Lessor or Lessee of a breach of any of the covenants, conditions or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Lease. The failure of Lessor or Lessee to insist in any one or more cases upon the strict performance of any of the covenants of the Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Lessor or acceptance of payment by Lessor of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by Lessor or Lessee of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 20.12. TERMINOLOGY. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof," "herein," "hereunder," and similar terms in this Lease shall refer to this Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Lease and the Table of Contents to this Lease are for reference purposes and shall not control or affect the construction of this Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Lease unless otherwise specified. All exhibits attached to this Lease constitute a part of this Lease and are incorporated herein. All references to a specific time of day in this Lease shall be based upon Central Standard Time (or the other standard of measuring time recognized in Plano, Texas).

Section 20.13. COUNTERPARTS. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 20.14. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

Section 20.15. ENTIRE AGREEMENT. This Lease, together with the exhibits attached hereto, contains the final and entire agreement between the parties hereto and contains all of the

terms and conditions agreed upon, and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition or representations not herein written.

Section 20.16. AMENDMENT. No amendment, modification or alteration of this Lease shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto. No such amendment, modification or alteration, and no termination of this Lease, shall be effective without the prior written consent of each Permitted Mortgagee.

Section 20.17. SUCCESSORS AND ASSIGNS. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of Lessor into another educational institution.

Section 20.18. HAZARDOUS MATERIALS. Notwithstanding anything contained in this Lease to the contrary, if Lessee finds any Hazardous Materials (hereinafter defined) on the Land within thirty (30) days following the execution hereof, then Lessee shall have the right to terminate this Lease by delivering written notice thereof to Lessor no later than forty-five (45) days following the execution hereof. If Lessee terminates this Lease as a result of finding Hazardous Materials on the Land, then neither party hereto shall have any further rights, duties or obligations hereunder. As used in this Lease, "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6091 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6091 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) polychlorinated biphenyls; (d) underground storage tanks, whether empty, filled or partially filled with any substance, (e) any substance the presence of which on the Land is prohibited by any governmental requirements; and (f) any other substance which by any governmental requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.

Section 20.19. INSURED BONDS. Lessee may cause the Collin County Housing Finance Corporation to issue bonds secured by a Permitted Mortgage to provide both construction and permanent financing for the Facilities and cause the bonds to be insured by ACA Financial Guaranty Corporation (the "Bond Insurer"), which would issue a policy irrevocably guaranteeing to the holders of the bonds the full and complete payment of the bonds pursuant to the terms of the policy. In such event, notwithstanding any provision of this Lease to the contrary, the following provisions shall apply:

- A. The Bond Insurer and the trustee for the bonds insured by the Bond Insurer shall be third party beneficiaries of this Lease entitled to enforce the terms hereof.

- B. So long as the Bond Insurer is not in default under its policy guaranteeing the bonds, the Bond Insurer (i) shall be deemed to be the Permitted Mortgagee holding the most senior Permitted Mortgage for all purposes of this Lease, and (ii) shall be the only Permitted Mortgagee entitled to take the actions authorized to Permitted Mortgagees of this Lease.
- C. The trustee for the bonds insured by the Bond Insurer shall also be deemed to be the Construction Lender for purposes of this Lease.
- D. Lessor shall provide written notice to the Bond Insurer if this Lease is terminated as a result of a Taking pursuant to Article Fifteen hereof.

Section 20.20. CONTINUING DISCLOSURE. The Lessor agrees to provide the Lessee with any information concerning the operations of the Lessor required for the Lessee to comply with its annual continuing disclosure requirements pursuant to a continuing disclosure agreement entered into with respect to any bonds issued to finance the acquisition and construction of any Facilities on the Premises.

Section 20.21. PRIVACY OF INFORMATION. Unless otherwise provided herein, any information provided by Lessor pursuant to this Lease shall not be disseminated to third parties without Lessor's prior written consent.

EXECUTED as of the 1st day of NOVEMBER 1998.

"Lessor"

THE BOARD OF TRUSTEES OF
THE COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT

APPROVED AS TO FORM:

Robert A. Reder
Counsel

By:

Carey Cox
Carey Cox,
Chairman, Board of Trustees

By:

Fortino Trujillo
Fortino Trujillo,
Secretary, Board of Trustees

"Lessee"

COLLIN COUNTY COMMUNITY COLLEGE
DISTRICT FOUNDATION, INC.

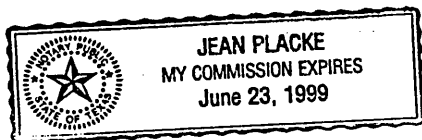
By: Steve Maus
Steve Maus, President

By: Linda Nelson
Linda Nelson, Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledge before me on 30th day of November, 1998,
by Carey Cox, Chairman of the Board of Trustees of the Collin County Community College
District, on its behalf.



Jean Placke
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledge before me on 30th day of November, 1998,
by Fortino Trujillo, Secretary, Board of Trustees of the Collin County Community College
District, on its behalf.

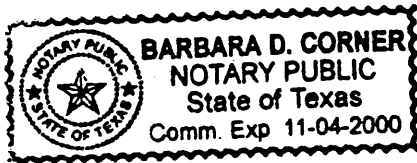


Jean Placke
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledge before me on 17 day of December, 1998,
by Steve Maus, President of Collin County Community College District Foundation, Inc., a Texas
non-profit corporation, on behalf of said corporation.

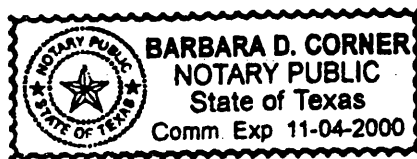


Barbara D. Corner
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledge before me on 10th day of December, 1998,
by Linda Nelson, Secretary of Collin County Community College District Foundation, Inc., a
Texas non-profit corporation, on behalf of said corporation.



Barbara D. Corner
NOTARY PUBLIC, STATE OF TEXAS

being a tract of land situated in the Manley S. Beck Survey, Abstract No. 76 in the City of Plano, Collin County, Texas and being a part of the Spring Creek Campus Addition, a 103.773 acre addition as recorded in Clerk's File No. G-613, DRCCT and being more particularly described as follows:

COMMENCING at a 1-inch iron rod found for corner in the North line of Lot 1, Block 1 of Spring Creek Campus Addition as recorded in Clerk's File G-613 DRCCT, said iron rod bearing North 89 deg 00 min 00 sec East a distance of 80.47 feet from the East line of Jupiter Road (120 foot ROW) and being in the centerline of a 74 foot fire lane and access easement;

THENCE South 01 degrees 00 min 00 sec East a distance of 37.00 feet to the Point of Beginning of the herein described tract said point being the beginning of a curve to the left from which the radius point bears North 01 deg 00 min 00 sec West a distance of 800.94 feet;

THENCE along the Southerly and Westerly line of said fire lane and access easement as follows:

Along said curve to the left through a central angle of 13 deg 06 min 08 sec for an arc length of 183.16 feet to a point for corner, said point being the beginning of a curve to the right from which the radius point bears South 14 deg 06 min 08 sec East a distance of 50.00 feet;

Along said curve to the right through a central angle of 86 deg 58 min 18 sec for an arc length of 75.90 feet to a point for corner;

South 17 deg 07 min 50 sec East a distance of 1.81 feet to the beginning of a curve to the right from which the radius point bears South 72 deg 52 min 05 sec West a distance of 620.40 feet;

Along said curve to the right through a central angle of 15 deg 45 min 58 sec for an arc length of 170.71 feet to a point for corner; said point being the beginning of a curve to the left from which the radius point bears South 89 deg 30 min 00 sec West a distance of 583.02 feet;

Along said curve to the left through a central angle of 34 deg 31 min 19 sec for an arc length of 351.28 feet to a point for corner;

South 35 deg 01 min 19 sec East a distance of 111.50 feet to a point for corner;

THENCE departing said fire lane and access easement South 62 deg 09 min 44 sec West a distance of 100.36 feet to a point for corner;

THENCE North 27 deg 50 min 16 sec West a distance of 59.66 feet to a point for corner;

THENCE South 88 deg 29 min 57 sec West a distance of 399.77 feet to a point for corner on the East line of Jupiter Road, said point being the beginning of a non-tangent curve to the left from which the radius point bears North 00 deg 23 min 59 sec West a distance of 3555.00 feet;

THENCE along the East line of Jupiter road as follows:

(Continued)

EXHIBIT A
LAND DESCRIPTION

LEGAL DESCRIPTION ---

Along said curve to the left through a central angle of 02 deg 03 min 02 sec for an arc length of 127.23 feet to a one-inch iron rod found for the point of tangency;

North 01 deg 39 min 03 sec West a distance of 252.06 feet to a one-inch iron rod found;

North 01 deg 03 min 58 sec East a distance of 234.68 feet to a point for corner;

THENCE departing said East line of Jupiter Road North 89 deg 00 min 00 sec East and along the South line of said fire lane and access easement a distance of 81.80 feet to the Point of Beginning of the herein described tract and containing 241,117 square feet or 5.535 acres, more or less.

SITUATED in the Manley S. Beck Survey, Abstract Number 76 in the City of Plano, Collin County, Texas and being all of a 92.7956 acre tract of land described in a deed recorded Volume 2275, Page 877 of the Deed Records of Collin County, Texas (DRCCT), a portion of a 17.0342 acre tract of land described in a deed recorded in Volume , Page (DRCCT) and all of a 2.2961 acre tract of land described in a deed recorded in Volume , Page (DRCCT) and being more particularly described as follows:

COMMENCING at a 1-inch iron rod found for corner in the North line of Lot 1, Block 1 of Spring Creek Campus as recorded in Clerk's File G-613 DRCCT, said iron rod bearing North 89 deg 00 min 00 sec East a distance of 80.47 feet from the East line of Jupiter Road (120 foot ROW) and being in the centerline of a 74 foot fire lane and access easement;

THENCE South 01 degrees 00 min 00 sec East a distance of 37.00 feet to the Point of Beginning of the herein described tract said point being the beginning of a curve to the left from which the radius point bears North 01 deg 00 min 00 sec West a distance of 800.94 feet;

THENCE along the Southerly and Westerly line of said fire lane and access easement as follows:

Along said curve to the left through a central angle of 13 deg 06 min 08 sec for an arc length of 183.16 feet to a point for corner, said point being the beginning of a curve to the right from which the radius point bears South 14 deg 06 min 08 sec East a distance of 50.00 feet;

Along said curve to the right through a central angle of 86 deg 58 min 18 sec for an arc length of 75.90 feet to a point for corner;

South 17 deg 07 min 50 sec East a distance of 181 feet to the beginning of a curve to the right from which the radius point bears South 72 deg 52 min 05 sec West a distance of 620.40 feet;

Along said curve to the right through a central angle of 15 deg 45 min 58 sec for an arc length of 170.71 feet to a point for corner; said point being the beginning of a curve to the left from which the radius point bears South 89 deg 30 min 00 sec West a distance of 583.02 feet;

Along said curve to the left through a central angle of 34 deg 31 min 19 sec for an arc length of 351.23 feet to a point for corner;

South 35 deg 01 min 19 sec East a distance of 111.50 feet to a point for corner;

THENCE departing said fire lane and access easement South 62 deg 09 min 44 sec West a distance of 100.36 feet to a point for corner;

THENCE North 27 deg 50 min 16 sec West a distance of 59.66 feet to a point for corner;

THENCE South 38 deg 29 min 57 sec West a distance of 399.77 feet to a point for corner on the East line of Jupiter Road, said point being the beginning of a non-tangent curve to the left from which the radius point bears North 00 deg 23 min 59 sec West a distance of 3555.30 feet;

(Continued)

EXHIBIT A
LAND DESCRIPTION

LEGAL DESCRIPTION

THENCE along the East line of Jupiter road as follows:

Along said curve to the left through a central angle of 02 deg 03 min 02 sec for an arc length of 127.23 feet to a one-inch iron rod found for the point of tangency;

North 01 deg 39 min 03 sec West a distance of 252.06 feet to a one-inch iron rod found;

North 01 deg 03 min 58 sec East a distance of 234.68 feet to a point for corner;

THENCE departing said East line of Jupiter Road North 89 deg 00 min 00 sec East and along the South line of said fire lane and access easement a distance of 81.80 feet to the Point of Beginning of the herein described tract and containing 241,117 square feet or 5.535 acres, more or less.

Easement granted to City of Plano by David Lee Conner, et al, dated July 23, 1984, filed October 17, 1984, recorded in Volume 1999, Page 574, Collin County Land Records.

Easement granted to Texas Power & Light Company by W. Lee Moore, Jr., dated July 9, 1960, filed October 12, 1960, recorded in Volume 572, Page 570, Collin County Deed Records.

EXHIBIT B

PERMITTED ENCUMBRANCES

EXHIBIT C

APPROVED PLANS AND SPECIFICATIONS

COLLIN COUNTY COLLEGE CAMPUS HOUSING PLAN LIST

ARCHITECTURAL PLANS

A-1	Site Plan		DATED 11/30/98
A-2	Site Numbering Plan		DATED 11/30/98
A-3	Notes, Fence & Trash Container Details		DATED 11/30/98
A-4	Exit & Entry Gate Details		DATED 11/30/98
A-5	Building Code		DATED 11/30/98
A-6	Fair Housing Accessibility		DATED 11/30/98
A-7	Handicap Requirements		DATED 11/30/98
A-8	Handicap Requirements		DATED 11/30/98
A-9	General Notes & Schedules		DATED 11/30/98
A-10	Schedules & Symbols (Typical Units)		DATED 11/30/98
A-11	Unit A1 & A2		DATED 11/30/98
A-12	Unit AH		DATED 11/30/98
A-13	Unit B1 & B2		DATED 11/30/98
A-14	Unit BH		DATED 11/30/98
A-15	Unit C1 & C2		DATED 11/30/98
A-16	Unit CH		DATED 11/30/98
A-17	Unit C		DATED 11/30/98
A-18	Bldg. Type I 1 st & 2 nd Floors	Bldgs. 3, 6, 7	DATED 11/30/98
A-19	Bldg. Type I 3 rd Floor	Bldgs. 3, 6, 7	DATED 11/30/98
A-20	Bldg. Type I Roof Plan	Bldgs. 3, 6, 7	DATED 11/30/98
A-21	Bldg. Type I Elevations	Bldgs. 3, 6, 7	DATED 11/30/98
A-22	Bldg. Type II 1 st & 2 nd Floors	Bldg. 4	DATED 11/30/98
A-23	Bldg. Type II 3 rd Floor	Bldg. 4	DATED 11/30/98
A-24	Bldg. Type II Roof Plan	Bldg. 4	DATED 11/30/98
A-25	Bldg. Type II Elevations	Bldg. 4	DATED 11/30/98
A-26	Bldg. Type III 1 st & 2 nd Floors	Bldg. 5	DATED 11/30/98
A-27	Bldg. Type III 3 rd Floor	Bldg. 5	DATED 11/30/98
A-28	Bldg. Type III Roof Plan	Bldg. 5	DATED 11/30/98
A-29	Bldg. Type III Elevations	Bldg. 5	DATED 11/30/98
A-30	Bldg. Type IV 1 st & 2 nd Floor	Bldg. 2	DATED 11/30/98
A-31	Bldg. Type IV Roof Plan	Bldg. 2	DATED 11/30/98
A-32	Bldg. Type IV Elevations	Bldg. 2	DATED 11/30/98
A-33	Stair Plan Bldg. Type I & II	1 st & 2 nd Floor	DATED 11/30/98
A-34	Stair Plan Bldg. Type I & II	3 rd Floor	DATED 11/30/98
A-35	Stair Section Bldg. Type I & II		DATED 11/30/98
A-36	Stair Plan Bldg. Type III	1 st & 2 nd Floor	DATED 11/30/98
A-37	Stair Plan Bldg. Type III	3 rd Floor	DATED 11/30/98
A-38	Stair Section Bldg. Type III		DATED 11/30/98
A-39	Stair Plan Bldg. Type IV	1 st & 2 nd Floor	DATED 11/30/98
A-40	Stair Section Bldg. Type IV		DATED 11/30/98
A-41	Pavilion Bldg.	Bldg. 8	DATED 11/30/98

COLLIN COUNTY COLLEGE CAMPUS HOUSING PLAN LIST

CH-1	Schedule & Symbols (Club/Office)	DATED 11/30/98
CH-2	Club/Office 1/4" Plan (Dimensions)	DATED 11/30/98
CH-3	Club/Office Roof Plan	DATED 11/30/98
CH-4	Club/Office Front & Back Elevations	DATED 11/30/98
CH-5	Club/Office Side Elevations	DATED 11/30/98
CH-6	Club/Office Section	DATED 11/30/98
D-1	Fire Code Data	DATED 11/30/98
D-1A	Fire Code Data	DATED 11/30/98
D-2	Section - 2 Story Conditions	DATED 11/30/98
D-3	Section - 2 Story Conditions	DATED 11/30/98
D-4	Section - 3 Story Conditions	DATED 11/30/98
D-5	Section - 3 Story Conditions	DATED 11/30/98
D-6	Section - 3 Story Conditions	DATED 11/30/98
D-7	Details	DATED 11/30/98
D-8	Details	DATED 11/30/98
D-9	Details	DATED 11/30/98

CIVIL PLANS

	Site Plan	REV.11/18/98
	Replat 1 of 2	
	Replat 2 of 2	
C1	Topographic Survey	DATED 10/05/98
C2	Details and General Notes	DATED 11/10/98
C3	Dimensions and Paving Notes	DATED 11/18/98
C4	Grading Plan	DATED 11/18/98
C5	Storm Sewer Plan	DATED 11/18/98
C6	Water and Sanitary Sewer Plan	DATED 11/10/98
C7	Offsite Storm Sewer and Sanitary Sewer Plan	DATED 11/11/98
C8	Storm Sewer Profile	DATED 11/18/98
C9	Sanitary Sewer Profile	DATED 11/11/98
C10	Drainage Area Map and Calculations	DATED 11/18/98
C11	Erosion Control Plan	DATED 11/10/98
C12	Joint Layout and Striping Plan	DATED 11/16/98
C13	Interior Plan	DATED 11/18/98
I1	Landscape Irrigation	DATED 11/03/98
I2	Landscape Irrigation Details/Notes	DATED 11/03/98
L1	Landscape Plan	DATED 10/20/98
L2	Landscape Details	DATED 10/20/98
TP1	Specific Tree Survey and Preservation Plan	DATED 11/05/98

COLLIN COUNTY COLLEGE CAMPUS HOUSING PLAN LIST

ELECTRICAL PLANS

E-1	Electrical Site Plan	DATED 11/30/98
E-2	Electrical Plans - Units A, AH, B, BH	DATED 11/30/98
E-3	Electrical Plans - Units C, CH, C	DATED 11/30/98
E-4	Electrical Plans - Building Type I	DATED 11/30/98
E-5	Electrical Plans - Building Type II	DATED 11/30/98
E-6	Electrical Plans - Building Type III	DATED 11/30/98
E-7	Electrical Plans - Building Type IV	DATED 11/30/98
E-8	Electrical Plans - Unit Load Analysis	DATED 11/30/98

MECHANICAL PLANS

M-1	Mechanical Site Plan	DATED 11/30/98
M-2	Mechanical Plans - Units A, AH, B, BH	DATED 11/30/98
M-3	Mechanical Plans - Units C, CH, C	DATED 11/30/98

PLUMBING PLANS

P-1	Plumbing Site Plan	DATED 11/30/98
P-2	Plumbing Plans - Units A, AH, B, BH	DATED 11/30/98
P-3	Plumbing Plans - Units C, CH, C	DATED 11/30/98
P-4	Plumbing Plans - Building Type I	DATED 11/30/98
P-5	Plumbing Plans - Building Type II	DATED 11/30/98
P-6	Plumbing Plans - Building Type III	DATED 11/30/98
P-7	Plumbing Plans - Building Type IV	DATED 11/30/98
P-8	Plumbing Plans - Riser Diagrams	DATED 11/30/98

UTILITY PLANS

CM-1	Mechanical Plans - Clubhouse	DATED 11/30/98
CE-1	Electrical Plans - Clubhouse	DATED 11/30/98
CE-2	Electrical Plans - Unit Load Analysis	DATED 11/30/98
CP-1	Plumbing Plans - Clubhouse	DATED 11/30/98
CP-2	Plumbing Plans - Riser Diagrams	DATED 11/30/98

COLLIN COUNTY COLLEGE CAMPUS HOUSING PLAN LIST

STRUCTURAL PLANS

S1.1	Foundation Plan - Type I	Bldgs. 3, 6, 7	DATED 11/30/98
S1.2	Foundation Plan Type II	Bldg. 4	DATED 11/30/98
S1.3	Foundation Plan - Type III	Bldg. 5	DATED 11/30/98
S1.4	Foundation Plan - Type IV	Bldg. 2	DATED 11/30/98
S2.1	Post Tension Cable Plan - Type I	Bldgs. 3, 6, 7	DATED 11/30/98
S2.2	Post Tension Cable Plan - Type II	Bldg. 4	DATED 11/30/98
S2.3	Post Tension Cable Plan - Type III	Bldg. 5	DATED 11/30/98
S2.4	Post Tension Cable Plan - Type IV	Bldg. 2	DATED 11/30/98
S2.5	Foundation Details		DATED 11/30/98
S4.1	Framing & Bracing Plan - Type I	Bldgs. 3, 6, 7	DATED 11/30/98
S4.2	Framing & Bracing Plan - Type II	Bldg. 4	DATED 11/30/98
S4.3	Framing & Bracing Plan - Type III	Bldg. 5	DATED 11/30/98
S4.4	Framing & Bracing Plan - Type IV	Bldg. 2	DATED 11/30/98
S5.1	Roof Framing Plan - Type I	Bldgs. 3, 6, 7	DATED 11/30/98
S5.2	Roof Framing Plan - Type II	Bldg. 4	DATED 11/30/98
S5.3	Roof Framing Plan - Type III	Bldg. 5	DATED 11/30/98
S5.4	Roof Framing Plan - Type IV	Bldg. 2	DATED 11/30/98
S6.1	Roof Framing & Foundation - Pavilion		DATED 11/30/98
S7.1	Framing Detail Sheet		DATED 11/30/98
S7.2	Framing Detail Sheet		DATED 11/30/98
S8.1	General Specifications		DATED 11/30/98
S8.2	Shearwall Specifications		DATED 11/30/98
SC1.1	Foundation Plan	Clubhouse	DATED 11/30/98
SC2.1	Foundation Details	Clubhouse	DATED 11/30/98
SC5.1	Bracing & Roof Framing Plan	Clubhouse	DATED 11/30/98
Architectural Specifications			DATED 11/18/98
Civil Specifications			DATED 11/20/98
Mechanical, Electrical, Plumbing Specifications			INCORPORATED IN PLANS

EXHIBIT D

**DEVELOPMENT AND PROJECT MANAGEMENT AGREEMENT
STUDENT HOUSING AT THE SPRING CREEK CAMPUS OF
THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**