

EXECUTIVE SUMMARY

The designated property (the Site) consists of an approximate 2.2869-acre tract of land located at 4310 Directors Row in Houston, Harris County, Texas. The Site is improved with an approximate 42,000 square foot assembly/office facility and associated paved drive/parking areas and is currently occupied by Tideland Signal Corporation. The Site is bordered to the north by commercial property followed by Dacoma Street, to the east by commercial/light industrial property, to the south by Directors Row followed by commercial/light industrial property, and to the west by commercial/light industrial property. The general Site vicinity consists predominantly of commercial/light industrial properties.

The Site is currently utilized by Tideland Signal Corporation as company headquarters and for the assembly of marine navigation products such as lanterns, buoys, and radio aids. Tideland Signal Corporation has reportedly been operating at the Site location since the early 1980's. A 500-gallon underground storage tank (UST) formerly containing acetone was reportedly removed from the ground at the Site from an area to the adjacent north of the on-site building on August 7, 1991.

The results of previous site assessment activities indicate that subsurface soils within the boundaries of the Site have been impacted by VOCs at concentrations which exceed applicable critical TCEQ TRRP PCLs for leaching of contaminants to groundwater (^{GW}Soil_{Ing}). However, reported maximum concentrations of VOCs in soils do not exceed critical PCLs for direct human exposure, specifically the ^{Tot}Soil_{Comb} and ^{Air}Soil_{Inh-V} PCLs.

Groundwater underlying the Site has been impacted by COCs in both an upper and lower unit. The Upper GWBU has been impacted by acetone, benzene, cis 1,2-DCE, 1,2-DCA, ethylbenzene, PCE, TCE, total petroleum hydrocarbon (TPH), and vinyl chloride at concentrations which exceed critical TRRP PCLs for direct ingestion of groundwater (^{GW}GW_{Ing}). The Lower GWBU has been impacted by PCE and TCE at concentrations which exceed the applicable ^{GW}GW_{Ing} PCLs. The Upper GWBU groundwater gradient and/or flow direction within the assessment area appears to be generally to the east-southeast or east-northeast, while the Lower GWBU groundwater gradient and/or flow direction within the assessment area appears to be generally to the southeast or east-southeast. Based upon historic sampling and analysis results from a network of five (5) permanent groundwater monitor wells in the Upper GWBU and three (3) permanent groundwater monitor wells in the Lower GWBU, maximum COC concentrations have generally been reported in groundwater samples collected from monitor wells MW-01 (Upper GWBU) and MW-01A (Lower GWBU) installed in the apparent contaminant source area, a former UST located on the northern portion of the Site. The proposed remedy/response action for impacted groundwater is a City of Houston Municipal Setting Designation (MSD), which would restrict access to such impacted groundwater, effectively eliminating the ^{GW}GW_{Ing} exposure pathway from consideration.

APPENDIX A

Provide a legal description of the boundaries of the designated property, including metes and bounds, and copy of the deed for the property.

A legal description of the designated property and a copy of the deed are presented as an attachment to this section.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

DACOMA STREET
(80' PUBLIC R.O.W.)

POINT OF COMMENCING

BROOKHOLLOW HOUSTON, SECTION ONE
VOL. 144, PG. 79, H.C.M.R.

R=1370.00'
L=220.37'
D=9°12'58"
CB=N 81°55'26" E
CD=220.13



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

BEING A TRACT OR PARCEL CONTAINING 39,307 SQUARE FEET OUT OF BLOCK 3, SECTION ONE, BROOKHOLLOW/HOUSTON AS RECORDED IN VOLUME 144, PAGE 79, HARRIS COUNTY MAP RECORDS, HARRIS COUNTY, TEXAS AND 60,312 SQUARE FEET OUT OF BLOCK 3, SECTION TWO, BROOKHOLLOW/HOUSTON AS RECORDED IN VOLUME 149, PAGE 33, OF SAID MAP RECORDS, FOR A TOTAL OF 99,619 SQUARE FEET OF LAND, SAID TRACT ALSO BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED RECORDED IN VOLUME 7567, PAGE 151 OF THE HARRIS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCE TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE;

COMMENCING AT AN IRON ROD IN THE SOUTH LINE OF DACOMA STREET (80 FEET WIDE) AND IN THE EAST LINE OF GOVERNORS CIRCLE (60 FEET WIDE) MARKING THE NORTHWEST CORNER OF BLOCK 3, TRACT 1, SECTION 1, OF SAID BROOKHOLLOW/HOUSTON;

THENCE, SOUTH 12 DEGREES 41 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID GOVERNORS CIRCLE, 250.00 FEET;

THENCE, NORTH 77 DEGREES 18 MINUTES 57 SECONDS EAST, A DISTANCE OF 319.00 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE, CONTINUING, NORTH 77 DEGREES 18 MINUTES 57 SECONDS EAST, A DISTANCE OF 192.21 FEET TO A 5/8 INCH IRON ROD SET MARKING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, 220.37 FEET IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE (DELTA ANGLE 09 DEGREES 12 MINUTES 58 SECONDS, RADIUS 1370.00 FEET, CHORD NORTH 81 DEGREES 55 MINUTES 26 SECONDS EAST, 220.13 FEET TO A 5/8 INCH IRON ROD SET IN SAID CURVE, MARKING THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, DEPARTING SAID CURVE, SOUTH 05 DEGREES 54 MINUTES 52 SECONDS EAST, AT 100.10 FEET PASS THE SOUTH LINE OF SECTION ONE, BROOKHOLLOW/HOUSTON AND NORTH LINE OF SECTION TWO, BROOKHOLLOW/HOUSTON, FOR A TOTAL DISTANCE OF 251.23 FEET TO AN "X" SET IN THE NORTH RIGHT-OF-WAY LINE OF DIRECTORS ROW (60 FEET WIDE) FOR SOUTHEAST CORNER, SAID "X" ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE, 304.19 FEET IN THE SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND THE NORTH LINE OF SAID DIRECTORS ROW (DELTA ANGLE 36 DEGREES 18 MINUTES 37 SECONDS, RADIUS 480.00 FEET, CHORD SOUTH 65 DEGREES 55 MINUTES 47 SECONDS WEST, 299.13 FEET TO A 1/2 INCH IRON ROD FOUND IN SAID CURVE FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 27 DEGREES 54 MINUTES 26 SECONDS WEST AT 234.44 FEET PASS THE NORTH LINE OF SECTION TWO, BROOKHOLLOW/HOUSTON AND SOUTH LINE OF SECTION ONE, BROOKHOLLOW/HOUSTON FOR A TOTAL DISTANCE OF 338.08 FEET TO THE POINT OF BEGINNING, CONTAINING 2.2869 ACRES (99,619 SQUARE FEET) OF LAND, MORE OR LESS.

SCHEDULE "B" ITEMS

100. EASEMENT FIVE (5) FEET WIDE ALONG THE REAR PROPERTY LINES, AND AN AERIAL EASEMENT TEN (10) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARDS, LOCATED ADJACENT TO, FOR THE USE OF PUBLIC UTILITIES RECORDED IN VOLUME 7567, PAGE 151 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, A CONSENT TO ENCROACHMENT GRANTED BY HOUSTON LIGHTING AND POWER COMPANY SET FORTH IN INSTRUMENT RECORDED UNDER HARRIS COUNTY CLERKS FILE NO. F692235 AND AS SHOWN HEREON.

10E. EASEMENT TEN (10) FEET WIDE WITH AN AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND, LOCATED ON BOTH SIDES OF AND ADJOINING SAID EASEMENT WITH NECESSARY DOWN GUYS AND PUSH BRACES TO HOUSTON LIGHTING AND POWER COMPANY RECORDED IN VOLUME 7037, PAGE 565 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, A PORTION WERE PARTIALLY RELEASED UNDER INSTRUMENT RECORDED UNDER HARRIS COUNTY CLERKS FILE NO. G105779 AND AS SHOWN HEREON.

10E. EASEMENT TEN (10) FEET WIDE WITH AN AERIAL EASEMENT TWENTY (20) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND, WITH NECESSARY DOWN GUYS AND PUSH BRACES TO HOUSTON LIGHTING AND POWER COMPANY RECORDED IN VOLUME 7818, PAGE 153 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, CONSENT TO ENCROACHMENT PER HOUSTON LIGHTING AND POWER COMPANY UNDER INSTRUMENT RECORDED IN HARRIS COUNTY CLERKS FILE NO. F692235 AND AS SHOWN HEREON.

"ALTA/ACSM LAND TITLE SURVEY OF"

BEING A TRACT OR PARCEL CONTAINING 39,307 SQUARE FEET OUT OF BLOCK 3, SECTION ONE, BROOKHOLLOW/HOUSTON AS RECORDED IN VOLUME 144, PAGE 79, HARRIS COUNTY MAP RECORDS, HARRIS COUNTY, TEXAS AND 60,312 SQUARE FEET OUT OF BLOCK 3, SECTION TWO, BROOKHOLLOW/HOUSTON AS RECORDED IN VOLUME 149, PAGE 33, OF SAID MAP RECORDS, FOR A TOTAL OF 99,619 SQUARE FEET OF LAND, SAID TRACT ALSO BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED RECORDED IN VOLUME 7567, PAGE 151 OF THE HARRIS COUNTY DEED RECORDS.

ADDRESS: 4310 DIRECTORS ROW HOUSTON, TEXAS 77092	DATE: 2-21-12
PURCHASER: TIDELAND SIGNAL CORPORATION	REVISIONS:
JOB NO: 12-5287/222-12 SCALE: 1" = 30' SHEET 1 OF 1	NO. DATE DESCRIPTION
	1 3-7-12 COMMENTS

LANDCO, L.P.
11281 Richmond, Bldg. J Suite 105, Houston, Texas 77082
OFFICE 281-556-1202 FAX 281-556-1645
Copyright. 2012 Landco, L.P. Vp@LandcoServices.com K:\COMETS 2011\222-12.DWG (KT)

JOB NO: 222-12 FINAL

- LEGEND:**
- AE - AERIAL EASEMENT
 - BL - BUILDING LINE
 - BLDG - BUILDING
 - ESMT - EASEMENT
 - FND - FOUND
 - HLPK - HOUSTON LIGHTING & POWER
 - IP - IRON PIPE
 - IR - IRON ROD
 - HCF - HARRIS COUNTY CLERKS FILE
 - HCDR - HARRIS COUNTY DEED RECORDS
 - HCMR - HARRIS COUNTY MAP RECORDS
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCING
 - PS - PARKING SPACES
 - ROW - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - UE - UTILITY EASEMENT
 - WB - BARBED WIRE FENCE
 - WF - CHAIN LINK FENCE
 - CONC - CONCRETE
 - CC - COVERED CONCRETE
 - OE - OVERHEAD ELECTRIC LINES
 - WF - WOOD FENCE
 - WIF - WROUGHT IRON FENCE
 - GW - GUY WIRE
 - CB - CATCH BASIN
 - CBX - CABLE BOX
 - EBX - ELECTRIC BOX
 - EMH - ELECTRIC MH
 - FH - FIRE HYDRANT
 - FOM - FIBER OPTIC MARKER
 - FP - FLAG POLE
 - GM - GAS METER
 - GV - GAS VALVE
 - CI - CURB INLET
 - LI - LIGHT POLE
 - MH - MANHOLE
 - MW - MONITORING WELL
 - PM - PIPELINE MARKER
 - PP - POWER POLE
 - SP - SERVICE POLE
 - SMH - SANITARY MANHOLE
 - SMH - STORM MANHOLE
 - TP - TELEPHONE PEDESTAL
 - TR - TRANSFORMER
 - TSB - TRAFFIC SIGNAL BOX
 - TSP - TRAFFIC SIGNAL POLE
 - UCM - UNDERGROUND CABLE MARKER
 - WW - WATER WELL
 - WM - WATER METER
 - WV - WATER VALVE
 - B - BENCHMARK

ENCROACHMENTS
1. BUILDING ENCROACHES AERIAL EASEMENT ALONG NORTHWEST BOUNDARY, AS SHOWN HEREON.

REQUIRED PARKING
0.5 SPACES PER 1,000 SQUARE FEET OF GFA OF OFFICE SPACE, AND 1.0 SPACES PER 5,000 SQUARE FEET OF GFA OF WAREHOUSE SPACE

ADA HANDICAP PARKING SPACE REQUIREMENTS:

TOTAL PARKING SPACES AVAILABLE	MINIMUM NUMBER OF ACCESSIBLE SPACES
1 TO 25	1 VAN
26 TO 50	1 STD. + 1 VAN
51 TO 75	2 STD. + 1 VAN
76 TO 100	3 STD. + 1 VAN
101 TO 150	4 STD. + 1 VAN
151 TO 200	5 STD. + 1 VAN
201 TO 300	6 STD. + 1 VAN
301 TO 400	7 STD. + 1 VAN
401 TO 500	7 STD. + 2 VAN
501 TO 1000	2% OF TOTAL*
1001 AND OVER	20 + (1 PER 100 OVER 1000)*

STANDARD ACCESSIBLE (STD.) PARKING SPACE IS 8 FOOT MINIMUM + 5 FOOT ACCESS AISLE.

* ONE IN EVERY 8 ACCESSIBLE PARKING SPACES MUST BE A VAN ACCESSIBLE SPACE WITH AN 8 FOOT WIDE ACCESS AISLE.

EXISTING PARKING SPACES

REGULAR	5
COVERED	24
HANDICAP	1
TOTAL	76

- NOTES:**
- ALL BEARINGS AND STREET RIGHT OF WAYS ARE BASED ON RECORDED PLAT.
 - SURVEYOR DID NOT ABSTRACT PROPERTY, SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY GF NO. 1912720332 OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
 - NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
 - THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
 - SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
 - THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
 - THERE IS NO ZONING IN THE CITY OF HOUSTON.
 - (TABLE A ITEM 16) THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS IN RECENT MONTHS.
 - (TABLE A ITEM 17) THERE IS NO EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - (TABLE A ITEM 18) THERE IS NO OBSERVABLE EVIDENCE OF SITE USED AS A DUMP, SUMP, OR LANDFILL.

FLOOD NOTE:
PROPERTY LIES WITHIN FLOOD ZONE X, ACCORDING TO F.I.R.M. MAP NO. 48201C 0510L, DATE 6-18-2007, BY GRAPHING PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION. BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

BROOKHOLLOW HOUSTON, SECTION TWO
VOL. 149, PG. 33, H.C.M.R.

BROOKHOLLOW HOUSTON, SECTION ONE
VOL. 144, PG. 79, H.C.M.R.

BROOKHOLLOW HOUSTON, SECTION TWO
VOL. 149, PG. 33, H.C.M.R.

2.2869 ACRES
(99,619 SQ. FT.)

TWO STORY CONC. TILT-WALL # 4310 (41,298 SQ. FT.) BUILDING HEIGHT 25.8 FEET

DIRECTORS ROW
(60' PUBLIC R.O.W.)

R=480.00'
L=304.19'
D=36°18'37"
CB=S 65°55'47" W
CD=299.13

CERTIFICATION

TO: TIDELAND SIGNAL CORP AND BANK OF AMERICA; AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 7B, 7C, 8, 9, 11A, 13, 14, 16, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON:

Fred W. Lawton
Fred W. Lawton, Registered Professional Land Surveyor No. 2321



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
700 Louisiana Street, 8th Floor
Houston, Texas 77002-2700
Attn: Lisa B. Barksdale, Senior Vice President

(Space Above This Line For Recorder's Use)

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust is made as of June 27, 2012, by Tideland Signal Corporation, a Texas corporation, as grantor ("Grantor"), to PRLAP Inc., as trustee ("Trustee"), for the benefit of Bank of America, N.A., a national banking association, as beneficiary ("Beneficiary").

1. GRANT IN TRUST.

1.1 The Property. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Grantor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Grantor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):

(a) The real property located in the County of Harris, State of Texas, as described in Exhibit A hereto (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their

proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Texas Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Land or any building located thereon.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors and assigns forever, and Grantor does hereby bind itself and its heirs, successors and assigns to warrant and forever defend the title to the Property unto Trustee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Grantor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

(a) Payment of all obligations of Tideland Signal Corporation, a Texas corporation ("Obligor") and Tideland Signal Limited, a company organized under the laws of England and Wales ("TSL"), to Beneficiary now or hereafter in existence, including, but not limited to, obligations arising under the following instruments or agreements, as each instrument or agreement may be amended, extended or modified from time to time (collectively, the "Debt Instrument"):

(i) A certain Real Estate Loan Agreement dated as of even date herewith, between Obligor and Beneficiary which provides for extensions of credit in a principal amount not exceeding One Million Nine Hundred Sixty-Eight Thousand and 00/100 Dollars (\$1,968,000.00) (the "Real Estate Loan Agreement").

(ii) A certain Loan Agreement (Domestic Credit Facilities) dated as of even date herewith, between Obligor and Beneficiary which provides for extensions of credit in a principal amount not exceeding Five Million Two Hundred Sixty-Two Thousand Five Hundred and 00/100 Dollars (\$5,262,500.00).

(iii) A certain Loan Agreement (Ex-Im Bank-Guaranteed Revolving Line of Credit) dated as of even date herewith, among Obligor, TSL and Beneficiary which provides for extensions of credit in a principal amount not exceeding Seven Million and 00/100 Dollars (\$7,000,000.00).

This Deed of Trust also secures payment of all obligations of Obligor and TSL under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Beneficiary or among Obligor, TSL and Beneficiary (as the case may be), and all obligations of Obligor and TSL under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety, it being contemplated by Grantor, Obligor and Beneficiary that Grantor, TSL and Obligor may hereafter become indebted to Beneficiary in further sum or sums.

(b) Payment and performance of all obligations of Grantor under this Deed of Trust;

(c) Payment and performance of all obligations of Obligor and TSL under any Swap Contract, it being contemplated by Grantor, Obligor and Beneficiary that Obligor and TSL may hereafter

become indebted to Beneficiary in further sum or sums. "Swap Contract" means any document, instrument or agreement with Beneficiary, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time; and

(d) Payment and performance of all future advances and other obligations that Grantor, TSL (or any successor in interest to Grantor and TSL, respectively) or Obligor (if different from Grantor) may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Beneficiary, however evidenced, it being contemplated by Grantor, Obligor, and Beneficiary that Grantor, TSL and Obligor may hereafter become indebted to Beneficiary in further sum or sums.

Unless specifically described in subparagraph (a) above or otherwise agreed in writing, "Secured Obligations" shall not include any debts, obligations or liabilities which are or may hereafter be "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending law or any regulation promulgated thereunder.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instrument described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instrument which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

3. ASSIGNMENT OF RENTS.

3.1 Assignment. Grantor hereby assigns to Beneficiary all of Grantor's right, title and interest in and to all current and future Leases (as defined below) and Rents (as defined below) pursuant to the terms of the Texas Assignment of Rents Act (Sections 64.001 et. seq. of the Texas Property Code) ("TARA"). Except as otherwise defined in this Section 3 and this Deed of Trust, capitalized terms shall have the same meaning ascribed to them in TARA.

3.2 Collection of Rents. Without in any limiting Grantor's obligations under the Loan Documents, at any time upon the occurrence and during the continuance of any default, Beneficiary may deliver written notice as provided in TARA in accordance with Section 7.15 hereof to Grantor and within five (5) days after delivery of such notice, Grantor will remit to Beneficiary payment of all prepaid Rents, accrued, unpaid Rents and Rents accruing thereafter to Beneficiary. Neither this assignment nor the receipt of Rents by Beneficiary shall effect a pro tanto payment of the Secured Obligations and no credit shall be given to Beneficiary for any Rents until the money is actually received and is applied to the Secured Obligations by Beneficiary. No such credit shall be given for any Rents collected or released after foreclosure or other transfer of the Property to Beneficiary or any other third party.

3.3 Application of Rents. Beneficiary may apply all such sums or any part thereof it receives, after the payment of all of its expenses (including, without limitation, costs and attorneys' fees), to one or more of the following: (i) on the Secured Obligations in accordance with the terms of the Debt Instrument (without regard to Section 64.058 of the Texas Property Code) until paid in full, whether due or not, (ii) as otherwise permitted under the terms of this Deed of Trust or any of the other Loan Documents, or (iii) as specifically hereafter agreed to with Grantor in writing with respect to the payment received.

3.4 Definitions. The term "Leases" shall mean all existing and future leases, subleases, lettings, licenses, concessions and other agreements (whether written or oral) including, without limitation, any and all extensions, renewals, modifications and replacements thereof, pursuant to which any Tenant is granted a right to possess, use or occupy all or any portion of the Land and/or the Improvements, together with every guarantee of the performance of the Tenant thereunder. The term "Rents" shall mean all rents, income, receipts, revenues, issues, profits and proceeds to be derived from Tenants of the Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default under a

Lease, all proceeds payable under any policy of insurance covering the loss of Rents resulting from untenability caused by destruction or damage to the Property or otherwise, and all of Grantor's rights to recover monetary amounts from any Tenant in bankruptcy, including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, under any applicable bankruptcy law, together with any sums of money that may now or at any time hereafter become due and payable to Grantor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mineral Leases.

4. GRANT OF SECURITY INTEREST.

4.1 Grant of Security Interest. Grantor grants to Beneficiary a security interest in, and pledges and assigns to Beneficiary, all of Grantor's right, title and interest now or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty"):

(a) All tangible personal property of every kind and description, whether stored on the Land or elsewhere, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment, and machinery, and which in all cases is (i) used or useful or acquired in connection with any construction undertaken on the Land or the maintenance of the Land and the Improvements, or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings, and as-built drawings which arise from or relate to the Land or the Improvements;

(c) All general intangibles and rights relating to the Property, including, without limitation, all permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All deposit accounts from which Grantor may from time to time authorize Beneficiary to debit payments due on the Secured Obligations; all rights and interests under all Swap Contracts, including all rights to the payment of money from Beneficiary under any such Swap Contracts; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any such Swap Contracts; and

(e) All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

5. RIGHTS AND DUTIES OF THE PARTIES.

5.1 Representations and Warranties. Grantor represents and warrants that Grantor lawfully possesses and holds indefeasible, fee simple title to all of the Land and the Improvements, unless Grantor's present interest in the Land and the Improvements is described in Exhibit A as a leasehold interest, in which case Grantor lawfully possesses and holds a valid leasehold interest in the Land and the Improvements as stated in Exhibit A.

5.2 Taxes, Assessments, Liens and Encumbrances. Grantor shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Grantor shall immediately discharge any lien on the Property which Beneficiary has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust, except to the extent being contested by Grantor by appropriate proceedings diligently conducted and for which reserves have been established in accordance with GAAP (as defined in the Debt Instrument) and which are acceptable to Grantor in its reasonable credit judgment.

5.3 Damages and Insurance and Condemnation Proceeds.

(a) Grantor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Property Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Beneficiary; and

(iv) all interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Beneficiary in writing if:

(i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

(c) If Beneficiary chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Grantor in adjusting any loss covered by insurance.

(d) All proceeds of the Property Claims assigned to Beneficiary under this Paragraph shall be paid to Beneficiary. In each instance, Beneficiary shall apply those proceeds as follows:

First, toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including attorneys' fees; and

Second,

(i) in the case of all proceeds of Property Claims other than those described in Section 5.3(a)(ii) or Section 5.3(a)(iii) (subject to the proviso in clause (ii) below), Grantor further

authorizes Beneficiary, at Beneficiary's option and in Beneficiary's sole discretion, and regardless of whether there is any impairment of the Property, (A) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in accordance with the Debt Instrument, or (B) to hold the balance of such proceeds, or any portion of them, in an interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Property, or (C) to release the balance of such proceeds, or any portion of them, to Grantor; or

(ii) in the case of all proceeds of Property Claims described in Section 5.3(a)(iii),

(A) if the LTV is greater than 80%, then Grantor further authorizes Beneficiary to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations under the Real Estate Loan Agreement in accordance with such Debt Instrument until such time as the LTV is 80%; or

(B) if the LTV is less than or equal to 80% (by virtue of Beneficiary's application of the balance of proceeds pursuant to Section 5.3(d) or otherwise), then Grantor further authorizes Beneficiary to release the balance of such proceeds to Grantor;

provided, that after the occurrence and during the continuance of an Event of Default (hereinafter defined), all proceeds of Property Claims described in Section 5.3(a)(ii) or Section 5.3(a)(iii) shall be applied as provided in Section 5.3(d) First and Section (i) above.

For purposes of this Section 5.3(d): (x) the term "LTV" shall mean, as of the date of Beneficiary's receipt of the proceeds of Property Claims described in Section 5.3(a)(iii), an amount expressed as a percentage equal to the quotient of the outstanding amount of Secured Obligations under the Real Estate Loan Agreement divided by the Fair Market Value of the Property; and (y) the term "Fair Market Value of the Property" shall mean the fair market value of the Property as determined by an appraisal of the Property by an appraiser selected by Beneficiary.

If any proceeds are released to Grantor, neither Beneficiary nor Trustee shall be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Beneficiary to be used to reimburse Grantor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing. Beneficiary may, at Beneficiary's option, condition disbursement of the proceeds on Beneficiary's approval of such plans and specifications prepared by an architect satisfactory to Beneficiary, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Beneficiary may reasonably require.

5.4 Insurance. Grantor shall provide and maintain in force at all times all risk property damage insurance (including without limitation windstorm coverage, and hurricane coverage as applicable) on the Property and such other type of insurance on the Property as may be required by Beneficiary in its reasonable judgment. At Beneficiary's request, Grantor shall provide Beneficiary with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Beneficiary, and shall be written only by companies approved by Beneficiary. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement in favor of Beneficiary.

5.5 Maintenance and Preservation of Property.

(a) Grantor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Grantor shall not remove or demolish the Property or any part of it, or alter in any material manner, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Beneficiary's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, Grantor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices.

(c) Grantor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Grantor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this Deed of Trust.

(d) If Grantor's interest in the Property is a leasehold interest, Grantor shall observe and perform all obligations of Grantor under any lease or leases and shall refrain from taking any actions prohibited by any lease or leases. Grantor shall preserve and protect the leasehold estate and its value.

(e) Intentionally omitted.

(f) Grantor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Grantor (or Obligor, if different from Grantor), for the payment of the Secured Obligations or the lien of this Deed of Trust on the remainder of the Property for the unpaid amount of the Secured Obligations, Beneficiary and Trustee are respectively empowered as follows:

(a) Beneficiary may from time to time and without notice:

(i) release any person liable for payment of any Secured Obligation;

(ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or

(iv) alter, substitute or release any property securing the Secured Obligations.

(b) Trustee may perform any of the following acts when requested to do so by Beneficiary in writing:

(i) consent to the making of any plat or map of the Property or any part of it;

(ii) join in granting any easement or creating any restriction affecting the Property;
or

(iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it.

5.7 Release by Beneficiary. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Beneficiary, upon written request of Obligor and at Obligor's expense, shall release this Deed of Trust of record. In any release, the recitals of any matters or facts shall be prima facie proof of their truthfulness, absent manifest error.

5.8 Compensation and Reimbursement of Costs and Expenses.

(a) Grantor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary and Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or rendering of services in connection with a release. Grantor shall also pay or reimburse all of Beneficiary's and Trustee's reasonable out-of-pocket costs and expenses which may be incurred in rendering any such services.

(b) Grantor further agrees to pay or reimburse Beneficiary for all reasonable out-of-pocket costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee to protect or preserve the Property or to enforce any terms of this Deed of Trust, including the exercise of any rights or remedies afforded to Beneficiary or Trustee or both of them under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable out-of-pocket attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title.

(c) Grantor shall pay all obligations arising under this Paragraph promptly upon demand by Trustee or Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations, not to exceed the highest rate of interest permitted by applicable law. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof, not to exceed the highest rate of interest permitted by applicable law.

5.9 Exculpation and Indemnification.

(a) Beneficiary shall not be directly or indirectly liable to Grantor, Obligor, or any other person as a consequence of any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust;

(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this Deed of Trust;

(iii) Beneficiary's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Grantor, Obligor, or any third party resulting from any act or omission of Beneficiary in operating or managing the Property upon exercise of the rights or remedies afforded Beneficiary under Paragraph 6.3, unless the loss is caused by the gross negligence or willful misconduct of Beneficiary.

Grantor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

(b) **WITHOUT REGARD TO THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, IMPLIED, TECHNICAL OR OTHER NEGLIGENCE OR FAULT OF TRUSTEE AND BENEFICIARY**, Grantor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur in performing any act required or permitted by this Deed of Trust or by law or because of any failure of Grantor to perform any of its obligations, in each case except to the extent

arising as a result of the gross negligence or willful misconduct of Trustee or Beneficiary. This agreement by Grantor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations, the full or partial release of this Deed of Trust, and the extinguishment of the lien of this Deed of Trust by foreclosure or deed or action in lieu thereof.

5.10 Defense and Notice of Claims and Actions. At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security and priority of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Grantor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Substitution of Trustee. In case of absence, death, inability, refusal or failure of the Trustee in this Deed of Trust named to act, or in case he should resign (and he is hereby authorized to resign without notice to or consent of Grantor), or if Beneficiary shall desire, with or without cause, to replace the Trustee in this Deed of Trust named, or to replace any successor or substitute previously named, Beneficiary or any agent or attorney-in-fact for Beneficiary may name, constitute and appoint a successor and substitute trustee (or another one) without other formality than an appointment and designation in writing, which need not be acknowledged, filed or recorded to be effective, except only in those circumstances, if any, where acknowledgment, filing and/or recording is required by applicable law and such law also precludes Grantor from effectively waiving such requirement. Upon such appointment, this conveyance shall automatically vest in such substitute trustee, as Trustee, the estate in and title to all of the Property, and such substitute Trustee so appointed and designated shall thereupon hold, possess and exercise all the title, rights, powers and duties in this Deed of Trust conferred on the Trustee named and any previous successor or substitute Trustee; and his conveyance to the purchaser at any such sale shall be equally valid and effective as if made by the Trustee named in this Deed of Trust. Such right to appoint a substitute Trustee shall exist and may be exercised as often and whenever from any of said causes, or without cause, as aforesaid, Beneficiary or Beneficiary's agent or attorney-in-fact elects to exercise it.

5.12 Condominium Declaration. Grantor represents and warrants to Beneficiary that the Property is not subject to a condominium declaration of conditions, covenants and restrictions.

6. **ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.**

6.1 Accelerating Transfers.

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Grantor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property, without Beneficiary's prior written consent. If Grantor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power. If Grantor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the partnership interests. If Grantor is a limited liability company, "Accelerating Transfer" also means withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the voting power or in the aggregate more than fifty percent of the ownership of the economic interest in the Grantor.

(b) Grantor agrees that Grantor shall not make any Accelerating Transfer, unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Beneficiary in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Beneficiary and Trustee may invoke any rights and remedies provided by Paragraph 6.3 of this Deed of Trust.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust:

- (a) Obligor fails to make any payment, when due, under the Debt Instrument (after giving effect to any applicable grace period), or any other default (or Event of Default, as defined in the Debt Instrument) occurs in the Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations and such default continues beyond any applicable cure period;
- (b) Grantor fails to make any payment or perform any obligation which arises under this Deed of Trust and such default continues beyond any applicable cure period, if any;
- (c) Grantor makes or permits the occurrence of an Accelerating Transfer in violation of Paragraph 6.1;
- (d) Any representation or warranty made in connection with this Deed of Trust or the Secured Obligations proves to have been false or misleading in any material respect when made (except that to the extent any representation or warranty is already limited to matters characterized as "material," such representation or warranty shall be correct in all respects);
- (e) Any default occurs under any other deed of trust on all or any part of the Property, or under any obligation secured by such deed of trust, whether such deed of trust is prior to or subordinate to this Deed of Trust; or
- (f) An event occurs which gives Beneficiary the right or option to terminate any Swap Contract secured by this Deed of Trust.

6.3 Remedies. At any time after the occurrence of an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

- (a) Beneficiary may without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, or notice of acceleration, or any other notice or any other action, all of which are waived by Grantor, Obligor, and all other parties obligated in any manner on the Secured Obligations, declare any or all of the Secured Obligations to be due and payable immediately, and upon such declaration said Secured Obligations shall be immediately due and payable, and may terminate any Swap Contract secured by this Deed of Trust in accordance with its terms.
- (b) Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.
- (c) Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Grantor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Grantor hereby irrevocably constitutes and appoints Beneficiary as its attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Grantor's name on any instruments. Grantor agrees to deliver to Beneficiary all books and records pertaining to the Property, including computer-readable memory and any computer hardware or

software necessary to access or process such memory, as may reasonably be requested by Beneficiary in order to enable Beneficiary to exercise its rights under this Paragraph.

(d) Either Beneficiary or Trustee may cure any breach or default of Grantor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Deed of Trust; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted hereunder either with or without giving notice to any person.

(e) Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Beneficiary may request Trustee to proceed with foreclosure under the power of sale which is hereby conferred, such foreclosure to be accomplished in accordance with the following provisions:

(i) Trustee is hereby authorized and empowered, and it shall be Trustee's special duty, upon such request of Beneficiary, to sell the Property, or any part thereof, at public auction to the highest bidder for cash with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code (as said section now exists or may be hereafter amended or succeeded) or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust.

(ii) At any time during the bidding, the Trustee may require a bidding party (A) to disclose its full name, state and city of residence, occupation, and specific business office location, and the name and address of the principal the bidding party is representing (if applicable), and (B) to demonstrate reasonable evidence of the bidding party's financial ability (or, if applicable, the financial ability of the principal of such bidding party), as a condition to the bidding party submitting bids at the foreclosure sale. If any such bidding party (the "Questioned Bidder") declines to comply with the Trustee's requirement in this regard, or if such Questioned Bidder does respond but the Trustee, in Trustee's sole and absolute discretion, deems the information or the evidence of the financial ability of the Questioned Bidder (or, if applicable, the principal of such bidding party) to be inadequate, then the Trustee may continue the bidding with reservation; and in such event (1) the Trustee shall be authorized to caution the Questioned Bidder concerning the legal obligations to be incurred in submitting bids, and (2) if the Questioned Bidder is not the highest bidder at the sale, or if having been the highest bidder the Questioned Bidder fails to deliver the cash purchase price payment promptly to the Trustee, all bids by the Questioned Bidder shall be null and void. The Trustee may, in Trustee's sole and absolute discretion, determine that a credit bid may be in the best interest of Grantor and Beneficiary, and elect to sell the Property for credit or for a combination of cash and credit; provided, however, that the Trustee shall have no obligation to accept any bid except an all cash bid. In the event the Trustee requires a cash bid and cash is not delivered within a reasonable time after conclusion of the bidding process, as specified by the Trustee, but in no event later than 3:45 p.m. local time on the day of sale, then said

contingent sale shall be null and void, the bidding process may be recommenced, and any subsequent bids or sale shall be made as if no prior bids were made or accepted.

(iii) In addition to the rights and powers of sale granted under the preceding provisions of this subsection, if default is made in the payment of any installment of the Secured Obligations, Beneficiary may, at Beneficiary's option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Secured Obligations to be due and payable, orally or in writing direct Trustee to enforce this trust and to sell the Property subject to such unmatured Secured Obligations and to the rights, powers, liens, security interests, and assignments securing or providing recourse for payment of such unmatured Secured Obligations, in the same manner, all as provided in the preceding provisions of this subsection. Sales made without maturing the Secured Obligations may be made hereunder whenever there is a default in the payment of any of the Secured Obligations, without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this subsection, the unmatured balance of the Secured Obligations or the rights, powers, liens, security interests, and assignments securing or providing recourse for payment of the Secured Obligations.

(iv) Sale of a part of the Property shall not exhaust the power of sale, but sales may be made from time to time until the Secured Obligations are paid and all other obligations thereunder are performed and discharged in full. It is intended by each of the foregoing provisions of this subsection that Trustee may, after any request or direction by Beneficiary, sell at the foreclosure sale not only the Land and the Improvements, but also any fixtures and Personalty and other interests constituting a part of the Property or any part thereof, along with the Land and the Improvements or any part thereof, as a unit and as a part of a single sale, or may sell at any time or from time to time any part or parts of the Property separately from the remainder of the Property. It shall not be necessary to have present or to exhibit at any sale any of the Property.

(v) After any sale under this subsection, Trustee shall make good and sufficient deeds, assignments, and other conveyances to the purchaser or purchasers thereunder in the name of Grantor, conveying the Property or any part thereof so sold to the purchaser or purchasers with general warranty of title by Grantor. It is agreed that in any deeds, assignments or other conveyances given by Trustee, any and all statements of fact or other recitals therein made as to the identity of Beneficiary, the occurrence or existence of any Event of Default, the notice of intention to accelerate, or acceleration of, the maturity of the Secured Obligations, the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, distribution, and application of the money realized therefrom, the due and proper appointment of a substitute Trustee, and without being limited by the foregoing, any other act or thing having been duly done by or on behalf of Beneficiary or by or on behalf of Trustee, shall be taken by all courts of law and equity as prima facie evidence that such statements or recitals state true, correct, and complete facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof.

(vi) Beneficiary may be the purchaser of the Property or any part thereof, at any sale thereof, whether such sale be under the power of sale herein vested in Trustee or upon any other foreclosure of the liens and security interests hereof, or otherwise, and credit given upon all or any part of the Secured Obligations shall be the exact equivalent of cash paid for purposes of this Deed of Trust; and Beneficiary shall, upon any such purchase, acquire good title to the Property so purchased, free of the liens and security interests hereof, unless the sale was made subject to an unmatured portion of the Secured Obligations. Beneficiary, as purchaser, shall be treated in the same manner as any third party purchaser and the proceeds of Beneficiary's purchase shall be applied in accordance with Paragraph 6.4 of this Deed of Trust.

(vii) In the event a foreclosure hereunder is commenced by Trustee in accordance with this Paragraph 6.3(f), at any time before the sale, Trustee may abandon the sale, and Beneficiary may then institute suit for the collection of the Secured Obligations and for the foreclosure of the liens and security interests hereof. If Beneficiary should institute a suit for the

collection of the Secured Obligations and for a foreclosure of the liens and security interests, Beneficiary may, at any time before the entry of a final judgment in said suit, dismiss the same and require Trustee to sell the Property or any part thereof in accordance with the provisions of this Deed of Trust.

(viii) In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Grantor agrees as follows: notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Grantor agrees that Beneficiary shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the Secured Obligations equal to the difference between the amount owing on the Secured Obligations and the amount for which the Property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Grantor, Obligor, and other persons against whom recovery of deficiencies is sought or any guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Grantor, Obligor, or any guarantor, and others against whom recovery of a deficiency is sought.

(ix) Alternatively, in the event the waiver provided for in subparagraph (viii) above is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004 and 51.005 of the Texas Property Code (as amended from time to time): (i) the Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure; (ii) the valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve (12) months) following the foreclosure sale; (iii) all reasonable closing costs customarily borne by the seller in commercial real estate transactions should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey of the Property, tax prorations, attorneys' fees, and marketing costs; (iv) the gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses; and (v) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

(g) Beneficiary may exercise its rights of enforcement with respect to fixtures and Personalty under the Texas Uniform Commercial Code (as said code now exists or may be hereafter amended or succeeded), and in conjunction with, in addition to or in substitution for the rights and remedies under the Texas Uniform Commercial Code, Beneficiary and Grantor agree as follows:

(i) Beneficiary may without demand or notice to Grantor, enter upon the Property to take possession of, assemble, receive, and collect the Personalty, or any part thereof, or to render it unusable; and

(ii) Beneficiary may require Grantor to assemble the Personalty and make it available at a place Beneficiary designates which is mutually convenient to allow Beneficiary to take possession or dispose of the Personalty; and

(iii) written notice mailed to Grantor as provided herein at least ten (10) days prior to the date of public sale of the Personalty or prior to the date after which private sale of the Personalty will be made shall constitute reasonable notice; and

(iv) any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the other Property under power of sale as provided herein upon giving the same notice with respect to the sale of the Personalty hereunder as is required for such sale of the other Property under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the Texas Uniform Commercial Code; and

(v) in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Personalty and the other Property may, at the option of Beneficiary, be sold as a whole; and

(vi) it shall not be necessary that Beneficiary take possession of the Personalty, or any part thereof, prior to the time that any sale pursuant to the provisions of this subsection is conducted, and it shall not be necessary that the Personalty or any part thereof be present at the location of such sale; and

(vii) prior to application of proceeds of disposition of the Personalty to the Secured Obligations, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like, and the reasonable attorneys' fees and legal expenses incurred by Beneficiary; and

(viii) after notification, if any, hereafter provided in this subsection, Beneficiary may sell, lease, or otherwise dispose of the Personalty, or any part thereof, in one or more parcels at public or private sale or sales, at Beneficiary's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of Beneficiary, Grantor shall assemble the Personalty and make it available to Beneficiary at any place designated by Beneficiary that is reasonably convenient to Grantor and Beneficiary. Grantor agrees that Beneficiary shall not be obligated to give more than ten (10) days' written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Grantor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other costs and expenses incurred by Beneficiary in connection with the collection of the Secured Obligations and the enforcement of Beneficiary's rights under this Deed of Trust or the Debt Instrument. Beneficiary shall apply the proceeds of the sale of the Personalty against the Indebtedness in accordance with the provisions of Paragraph 6.4 of this Deed of Trust. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Personalty are insufficient to pay the Indebtedness in full. Grantor waives all rights of marshalling in respect of the Personalty; and

(ix) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder, the nonpayment of the Secured Obligations, the occurrence of any Event of Default, Beneficiary having declared all or a portion of such Secured Obligations to be due and payable, the notice of time, place, and terms of sale and of the properties to be sold having been duly given, or any other act or thing having been duly done by Beneficiary, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(x) Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Beneficiary, including the sending of notices and the conduct of the sale, but in the name and on behalf of Beneficiary.

Any or all of the foregoing may be accomplished in such manner as permitted or required by Chapter 9 of the Texas Uniform Commercial Code relating to the sale of collateral after default by a debtor (as said chapter now exists or may be hereafter amended or succeeded), or by any other present or subsequent articles or enactments relating to the same.

6.4 Application of Sale Proceeds and Rents.

(a) Beneficiary and Trustee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Beneficiary may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Trustee, Beneficiary or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Beneficiary shall have no liability for any funds which it does not actually receive.

7. MISCELLANEOUS PROVISIONS.

7.1 No Waiver or Cure.

(a) Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Grantor. Consent by Beneficiary or Trustee to any act or omission by Grantor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Deed of Trust; or prejudice Beneficiary, Trustee or any receiver in the exercise of any right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Beneficiary of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust:

(i) Beneficiary, its agent or a receiver takes possession of all or any part of the Property;

(ii) Beneficiary collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Beneficiary receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Beneficiary under this Deed of Trust;

(iv) Beneficiary makes a site visit, observes the Property and/or conducts tests thereon;

(v) Beneficiary receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(vi) Beneficiary, Trustee or any receiver performs any act which it is empowered or authorized to perform under this Deed of Trust or invokes any right or remedy provided under this Deed of Trust; or

(vii) Any notice of default and election to sell under this Deed of Trust is cancelled.

7.2 Powers of Beneficiary and Trustee.

(a) Trustee shall have no obligation to perform any act which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing by Beneficiary and is reasonably indemnified against loss, cost, liability and expense by Grantor.

(b) Beneficiary may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(c) From time to time, Beneficiary or Trustee may apply to any court of competent jurisdiction for aid and direction in executing the trust and enforcing the rights and remedies created under this Deed of Trust. Beneficiary or Trustee may from time to time obtain orders or decrees directing, confirming or approving acts in executing this trust and enforcing these rights and remedies.

7.3 Nonborrower Grantor.

(a) If any Grantor ("Nonborrower Grantor") is not the Obligor under the Debt Instrument described in Paragraph 2.1(a), such Nonborrower Grantor authorizes Beneficiary to perform any of the following acts at any time, all without notice to Nonborrower Grantor and without affecting Beneficiary's rights or Nonborrower Grantor's obligations under this Deed of Trust:

(i) Beneficiary may alter any terms of the Debt Instrument or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Debt Instrument or any part of it;

(ii) Beneficiary may take and hold security for the Debt Instrument, accept additional or substituted security for the Debt Instrument, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security;

(iii) Beneficiary may apply any security now or later held for the Debt Instrument in any order that Beneficiary in its sole discretion may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale;

(iv) Beneficiary may release Obligor of its liability for the Debt Instrument or any part of it;

(v) Beneficiary may substitute, add or release any one or more guarantors or endorsers of the Debt Instrument; and

(vi) Beneficiary may extend other credit to Obligor, and may take and hold security for the credit so extended, whether or not such security also secures the Debt Instrument.

(b) Nonborrower Grantor waives:

(i) Any right it may have to require Beneficiary to proceed against Obligor, proceed against or exhaust any security held from Obligor, or pursue any other remedy in Beneficiary's power to pursue;

(ii) Any defense based on any legal disability of Obligor, any discharge or limitation of the liability of Obligor to Beneficiary, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Nonborrower Grantor's obligations exceed or are more burdensome than those of Obligor;

(iii) All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness of Obligor, and demands and notices of every kind;

(iv) Any defense based on or arising out of any defense that Obligor may have to the payment or performance of the Debt Instrument or any part of it; and

(v) Until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Beneficiary may have against Obligor, and all rights to participate in any security now or later to be held by Beneficiary for the Debt Instrument.

(c) Nonborrower Grantor assumes full responsibility for keeping informed of Obligor's financial condition and business operations and all other circumstances affecting Obligor's ability to pay and perform its obligations to Beneficiary, and agrees that Beneficiary shall have no duty to disclose to Nonborrower Grantor any information which Beneficiary may receive about Obligor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

(d) No provision or waiver in this Deed of Trust shall be construed as limiting the generality of any other provision or waiver contained in this Deed of Trust.

(e) For purposes of this Paragraph 7.3, all references to the Debt Instrument shall also include any instrument or agreement executed by Obligor subsequent to the date of this Deed of Trust which is secured by this Deed of Trust in accordance with the provisions of Paragraphs 2.1(c) and 2.1(d).

7.4 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

7.5 Joint and Several Liability. If Grantor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Grantor's obligations under this Deed of Trust.

7.6 Applicable Law. This Deed of Trust shall be governed by the laws of the State of Texas.

7.7 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.

7.8 Consent to Jurisdiction. TO INDUCE BENEFICIARY TO ACCEPT THIS DEED OF TRUST, THE GRANTOR IRREVOCABLY AGREES THAT, SUBJECT TO BENEFICIARY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR

RELATED TO THIS DEED OF TRUST WILL BE LITIGATED IN STATE OR FEDERAL COURTS HAVING SITUS IN HOUSTON, TEXAS. THE GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN HOUSTON, TEXAS, WAIVES PERSONAL SERVICE OF PROCESS UPON THE GRANTOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE GRANTOR AT THE ADDRESS STATED IN SECTION 7.15 HEREOF AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT. IN ADDITION, THE GRANTOR HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY DEFENSE ASSERTING AN INCONVENIENT FORUM IN CONNECTION THEREWITH.

7.9 Consent to Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE GRANTOR AND BENEFICIARY EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS DEED OF TRUST OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS DEED OF TRUST OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS DEED OF TRUST, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST BENEFICIARY OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS PROVISION OF THE DEED OF TRUST IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

7.10 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender or neutral pronoun will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time (provided however, to the extent that the same constitute interest, not to exceed the highest lawful rate permitted by applicable law), as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

7.11 Intentionally Omitted.

7.12 Waiver of Marshaling. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust.

7.13 Homestead Disclaimer. Grantor warrants and represents that at the time of execution and delivery of this Deed of Trust, no part of the Property forms any part of any property owned, used or claimed by Grantor or Grantor's spouse or children either as a residence or a business homestead, or as otherwise exempt from forced sale under the laws of the State of Texas or the United States.

7.14 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, or notice of acceleration, or any other notice or any other action, all of which are waived by Grantor, Obligor, and all other parties obligated in any manner on the Secured Obligations, declare all Secured Obligations immediately due and payable, and upon such declaration said Secured Obligations shall be immediately due and payable.

7.15 Notices. Grantor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Grantor as debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as secured party under the Uniform Commercial Code.

Addresses for Notices to Grantor: Tideland Signal Corporation
4310 Directors Row
Houston, Texas 77092
Attn: Allen W. Mitchener, President and CEO

Address for Notices to Beneficiary: Bank of America, N.A.
700 Louisiana Street
Houston, Texas 77002-2700
Attn: Lisa B. Barksdale, Senior Vice President

With a copy to: Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202
Attn: Ivan A. Colao, Esq.

7.16 NO ORAL AGREEMENTS.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.17 WAIVER OF CONSUMER RIGHTS.

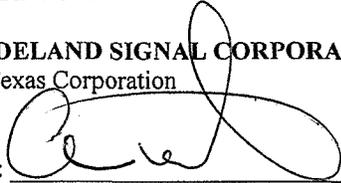
GRANTOR HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTIONS 17.41 ET SEQ., OF THE TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, GRANTOR VOLUNTARILY CONSENTS TO THIS WAIVER.

[Signature appears on the following page.]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written.

GRANTOR:

TIDELAND SIGNAL CORPORATION,
a Texas Corporation

By: 
Allen W. Mitchener
President and Chief Executive Officer

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on this 18th day of June, 2012, by Allen W. Mitchener, President and Chief Executive Officer of Tideland Signal Corporation, a Texas corporation, on behalf of said corporation.

Witness my hand and official seal.


Printed Name: Elena Fitzgerald
Notary Public, State of TEXAS
My Commission Expires: 4-20-2013

[NOTARY SEAL]



EXHIBIT A TO DEED OF TRUST

Exhibit A to DEED OF TRUST executed as of June 27, 2012, by Tideland Signal Corporation as "Grantor" to PRLAP, Inc., as "Trustee" for the benefit of Bank of America, N.A., a national banking association, as "Beneficiary."

Description of Property

4310 Directors Row, Houston, TX 77092

Being a tract or parcel containing 39,307 square feet out of Block 3, Section One, Brookhollow/Houston as recorded in Volume 144, Page 79, Harris County Map Records, Harris County, Texas and 60,312 square feet out of Block 3, Section Two, Brookhollow/Houston as recorded in Volume 149, Page 33, of said map records, for a total of 99,619 square feet of land. Said tract also being all of that certain tract of land described in the deed recorded in Volume 7567, Page 151 of the Harris County Deed Records, and being more particularly described by metes and bounds as follows with all bearings reference to the Texas Coordinate System, South Central Zone;

Commencing at an iron rod in the south line of Dacoma Street (80 feet wide) and in the east line of Governors Circle (60 feet wide) marking the northwest corner of Block 3, Tract 1, Section 1, of said Brookhollow/Houston;

Thence, South 12 degrees 41 minutes 03 seconds East, along the east line of said Governors Circle, 250.00 feet;

Thence, North 77 degrees 18 minutes 57 seconds East, a distance of 319.00 feet to a 1/2 inch iron rod found marking the northwest corner and point of beginning of the tract herein described;

Thence, continuing, North 77 degrees 18 minutes 57 seconds East, a distance of 192.21 feet to a 5/8 inch iron rod set marking the beginning of a tangent curve to the right;

Thence, 220.37 feet in a northeasterly direction along the arc of said curve (delta angle 09 degrees 12 minutes 58 seconds, radius 1370.00 feet, chord North 81 degrees 55 minutes 26 seconds East, 220.13 feet to a 5/8 inch iron rod set in said curve, marking the northeast corner of the tract herein described;

Thence, departing said curve, South 05 degrees 54 minutes 52 seconds East, at 100.10 feet pass the south line of Section One, Brookhollow/Houston and north line of Section Two, Brookhollow/Houston, for a total distance of 251.23 feet to an "X" set in the north right-of-way line of Directors Row (60 feet wide) for southeast corner, said "X" also being a point on a non-tangent curve to the left;

Thence, 304.19 feet in the southwesterly direction along the arc of said curve and the north line of said Directors Row (delta angle 36 degrees 18 minutes 37 seconds, radius 480.00 feet, chord South 65 degrees 55 minutes 47 seconds West, 299.13 feet to a 1/2 inch iron rod found in said curve for the southwest corner of the tract herein described;

Thence, North 27 degrees 54 minutes 26 seconds West at 234.44 feet pass the north line of Section Two, Brookhollow/Houston and south line of Section One, Brookhollow/Houston for a total distance of 338.08 feet to the point of beginning, containing 2.2869 acres (99,619 square feet) of land, more or less

APPENDIX B

A description of the current use, and, to the extent know, the anticipated use(s), of the designated property and properties within 500 feet of the boundary of the designated property.

The designated property (the Site) consists of an approximate 2.2869-acre tract of land located at 4310 Directors Row in Houston, Harris County, Texas. The Site is improved with an approximate 42,000 square foot assembly/office facility and associated paved drive/parking areas and is currently occupied by Tideland Signal Corporation.

A 500-foot field survey was previously conducted in the vicinity of the Site. The Site is bordered to the north by commercial property followed by Dacoma Street and commercial properties beyond. The Site is bordered to the east by commercial/light industrial property. The Site is bordered to the south by Directors Row followed by commercial/light industrial property. The Site is bordered to the west by commercial/light industrial property followed by Governors Circle and commercial/light industrial properties beyond. The general Site vicinity consists predominantly of commercial/light industrial properties and some residential properties. Underground public utilities are recorded to be located within City of Houston ROW adjoining the southern Site boundary. Potable water within 500 feet of the Site is provided by the City of Houston. Based on the results of the field survey, no ecologically sensitive receptors exist within a 500-foot radius of the Site. The attached **Figure B-1** depicts current property use within 500 feet of the designated property boundary.



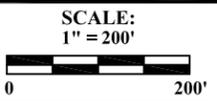
LEGEND:

- Approximate Property Boundary
- Water Line
- Sanitary Line
- Stormwater Line
- 500' Boundary

500' PROPERTY USE MAP

TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure A
 Drawn By: CW
 Approved: DAH
 Date: 12/4/2013
 Revised:



**FIGURE
 B-1**

APPENDIX C

A site map(s) showing:

- a. The location of the designated property.*
- b. The topography of the designated property as indicated on publicly available sources, which must note the watershed including the nearest surface water body and whether the designated property is located in a floodplain or floodway, as those terms are defined in Chapter 19 of the Code of Ordinances.*
- c. The detected area of groundwater contamination.*
- d. The location of all soil sampling locations and all groundwater monitoring wells.*
- e. Groundwater gradients, to the extent known, and direction of groundwater flow.*
- f. The ingestion protective concentration level exceedence zone for each contaminate of concern, to the extent known.*

See Attached Figures

Figure a1 – Site Location Map

Figure a2 – Site Map

Figure b1 – Topographic Map

Figure b2 – Flood Insurance Rate Map

Figure c1 – Detected Groundwater Contamination Map – Upper GWBU

Figure c2 – Detected Groundwater Contamination Map – Lower GWBU

Figure d1 – Groundwater Monitor Well and Soil Boring Location Map

Figure e1 – Upper GWBU Groundwater Gradient Map (October 2012)

Figure e2 – Upper GWBU Groundwater Gradient Map (February 2013)

Figure e3 – Upper GWBU Groundwater Gradient Map (May 2013)

Figure e4 – Upper GWBU Groundwater Gradient Map (August 2013)

Figure e5 – Upper GWBU Groundwater Gradient Map (November 2013)

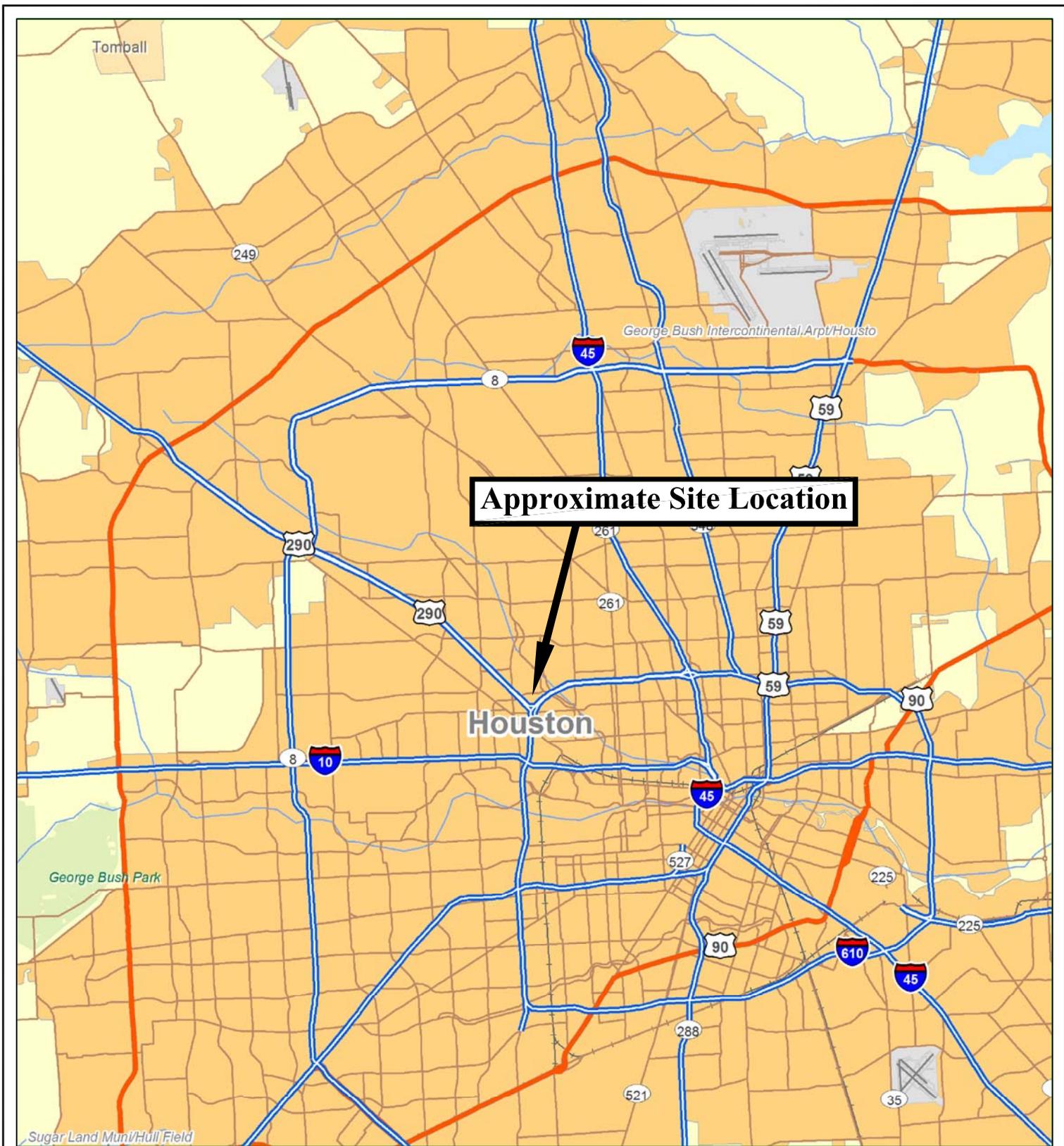
Figure e6 – Lower GWBU Groundwater Gradient Map (July 2013)

Figure e7 – Lower GWBU Groundwater Gradient Map (August 2013)

Figure e8 – Lower GWBU Groundwater Gradient Map (November 2013)

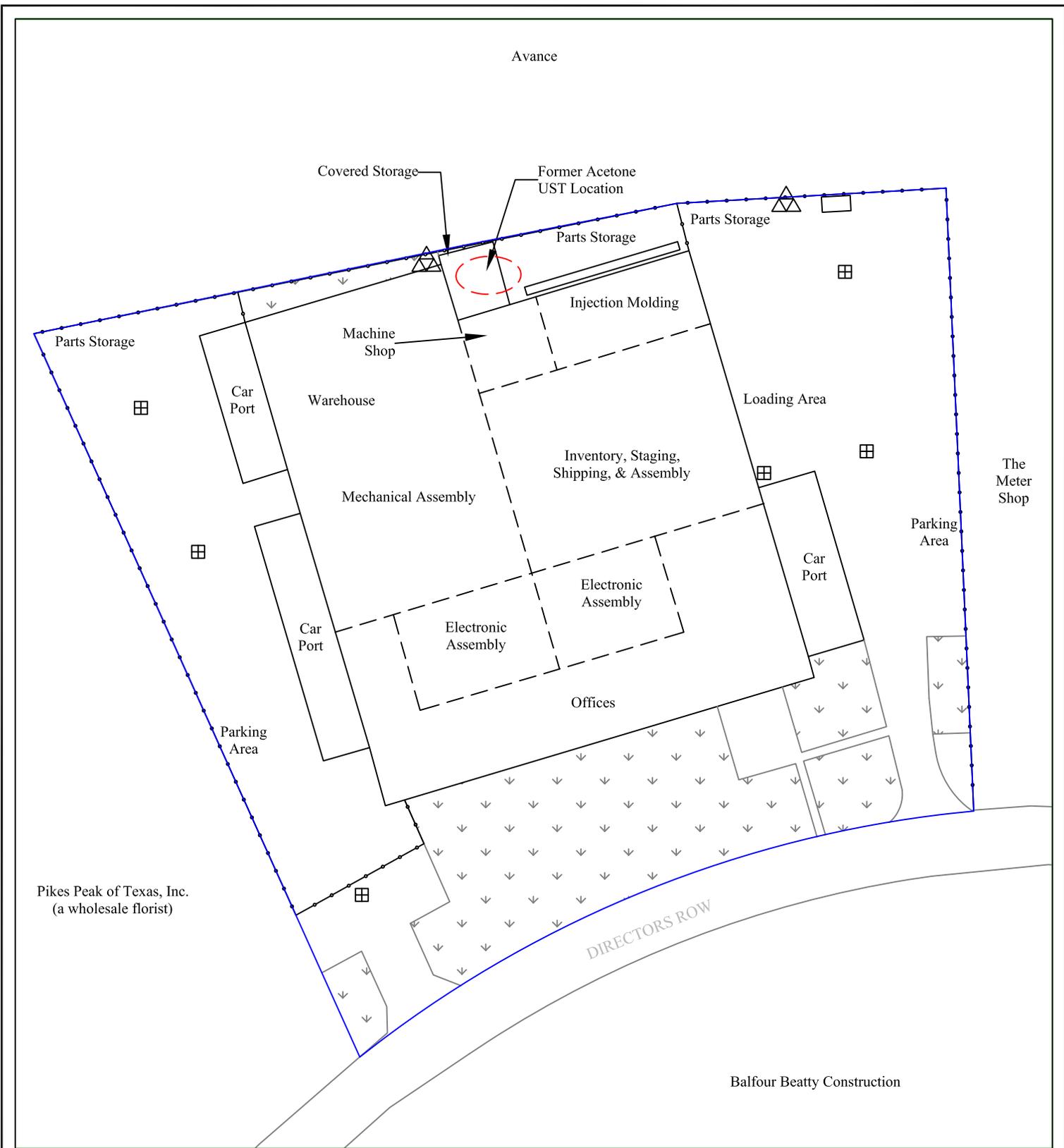
Figure f1 – PCLE Zone Map Upper GWBU (November 2013)

Figure f2 – PCLE Zone Map Lower GWBU (November 2013)



Legend:

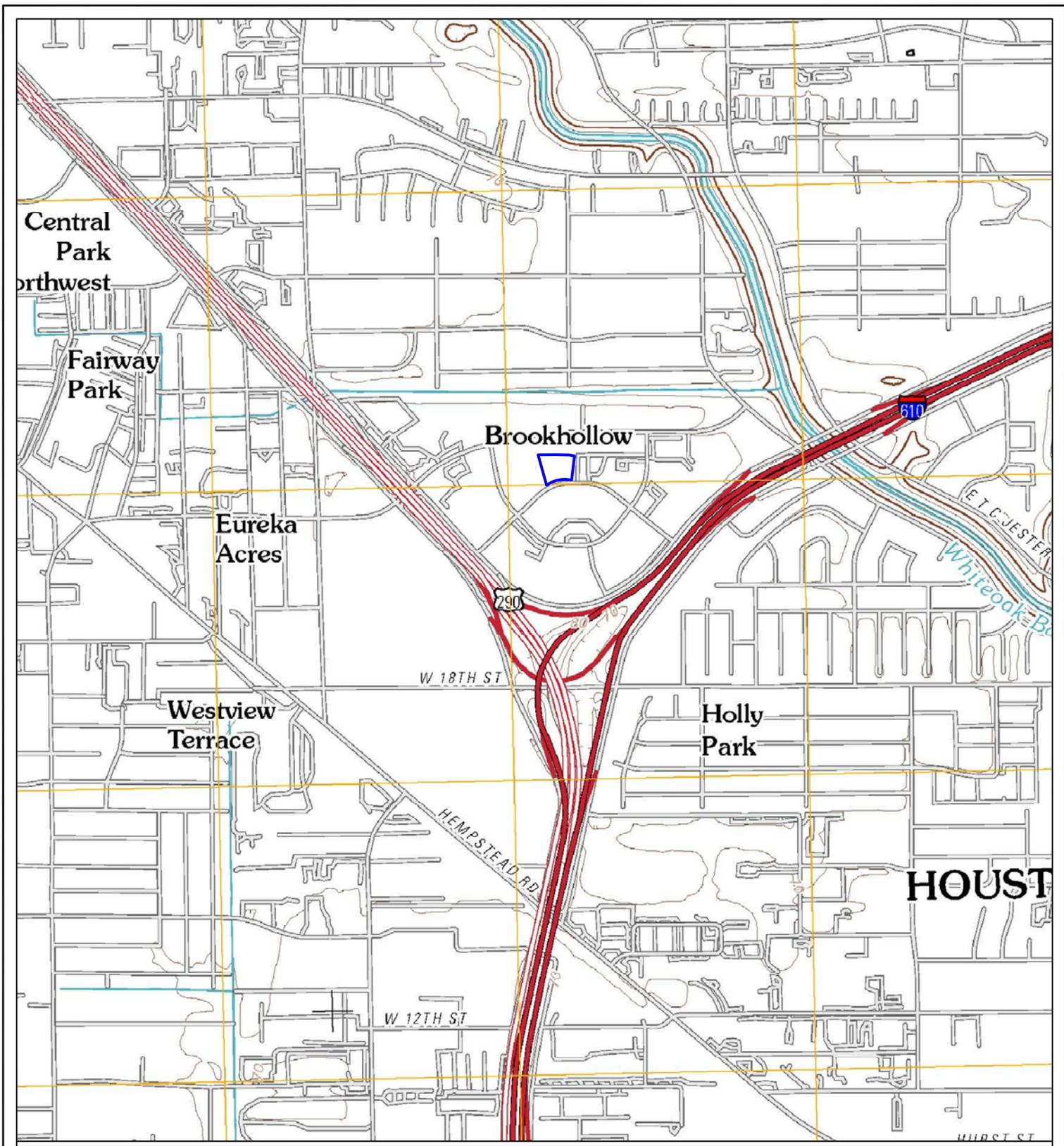
	 <p>SCALE: 1" = 20,000'</p> 	<p>SITE LOCATION MAP</p> <p>TIDELAND SIGNAL CORPORATION APPROXIMATE 2.29-ACRE TRACT 4310 DIRECTORS ROW HOUSTON, HARRIS COUNTY, TEXAS</p> <table border="1"> <thead> <tr> <th>Job Number</th> <th>File Name</th> <th>Drawn By</th> <th>Approved</th> <th>Date</th> <th>Revised</th> </tr> </thead> <tbody> <tr> <td>12-0094</td> <td>Figure a1</td> <td>CW</td> <td>DAH</td> <td>12/12/2013</td> <td></td> </tr> </tbody> </table>	Job Number	File Name	Drawn By	Approved	Date	Revised	12-0094	Figure a1	CW	DAH	12/12/2013		<p>FIGURE</p> <p>a1</p>
Job Number	File Name	Drawn By	Approved	Date	Revised										
12-0094	Figure a1	CW	DAH	12/12/2013											



Legend:

- Approximate Property Boundary
- Fence
- Pole-mounted Transformer
- Roads/Pavement
- Vegetation
- Storm Water Inlet

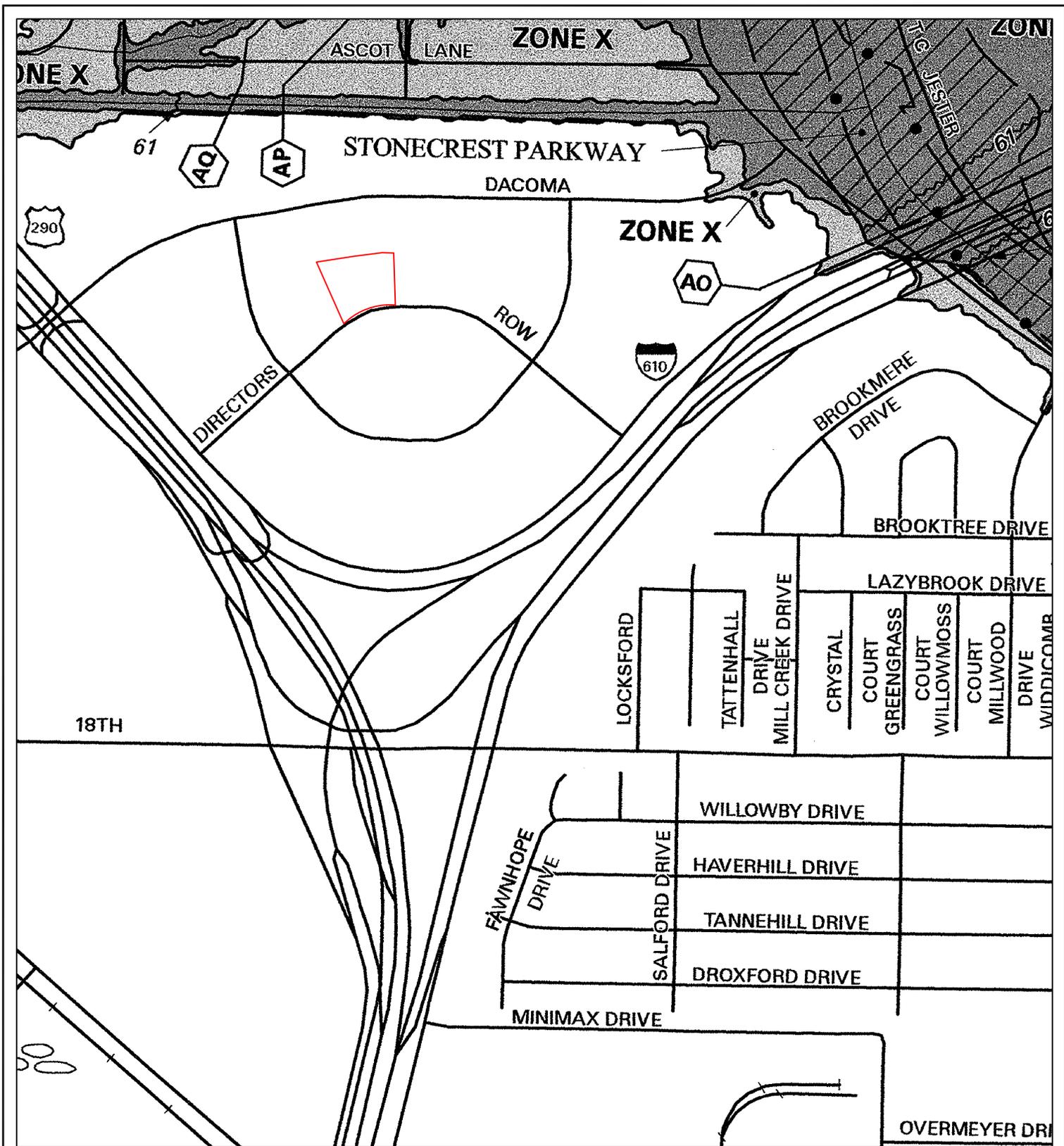
	 SCALE: 1" = 60" 	<p>SITE MAP</p> <p>TIDELAND SIGNAL CORPORATION APPROXIMATE 2.29-ACRE TRACT 4310 DIRECTORS ROW HOUSTON, HARRIS COUNTY, TEXAS</p> <table border="0" style="width: 100%; font-size: small;"> <tr> <td><i>Job Number</i></td> <td><i>File Name</i></td> <td><i>Drawn By</i></td> <td><i>Approved</i></td> <td><i>Date</i></td> <td><i>Revised</i></td> </tr> <tr> <td>12-0094</td> <td>Figure a2</td> <td>CW</td> <td>DAH</td> <td>12/12/2013</td> <td></td> </tr> </table>	<i>Job Number</i>	<i>File Name</i>	<i>Drawn By</i>	<i>Approved</i>	<i>Date</i>	<i>Revised</i>	12-0094	Figure a2	CW	DAH	12/12/2013		<p>FIGURE</p> <p>a2</p>
<i>Job Number</i>	<i>File Name</i>	<i>Drawn By</i>	<i>Approved</i>	<i>Date</i>	<i>Revised</i>										
12-0094	Figure a2	CW	DAH	12/12/2013											



LEGEND:

 Approximate Property Boundary

		<p>TOPOGRAPHIC MAP</p>		<p>FIGURE b1</p>											
<p>USGS 7.5 MINUTE QUADRANGLE: HOUSTON HEIGHTS, TX 2010</p>	<p>SCALE: 1" = 1,500'</p> 	<p>TIDELAND SIGNAL CORPORATION APPROXIMATE 2.29-ACRE TRACT 4310 DIRECTORS ROW HOUSTON, HARRIS COUNTY, TEXAS</p> <table border="1"> <thead> <tr> <th>Job Number</th> <th>File Name</th> <th>Drawn By</th> <th>Approved</th> <th>Date</th> <th>Revised</th> </tr> </thead> <tbody> <tr> <td>12-0094</td> <td>Figure b1</td> <td>CW</td> <td>DAH</td> <td>12/12/2013</td> <td></td> </tr> </tbody> </table>			Job Number	File Name	Drawn By	Approved	Date	Revised	12-0094	Figure b1	CW	DAH	12/12/2013
Job Number	File Name	Drawn By	Approved	Date	Revised										
12-0094	Figure b1	CW	DAH	12/12/2013											



Legend:

- Approximate Site Boundary
- Zone X - Areas outside the 500-years floodplain
- Zone AE- Areas inside the 100-years floodplain
- Zone X - Areas inside the 500-years floodplain



SCALE:
1" = 700'



FLOOD INSURANCE RATE MAP

TIDELAND SIGNAL CORPORATION
APPROXIMATE 2.29-ACRE TRACT
4310 DIRECTORS ROW
HOUSTON, HARRIS COUNTY, TEXAS

Job Number	File Name	Drawn By	Approved	Date	Revised
12-0094	Figure b2	CW	DAH	12/12/2013	

FIGURE

b2



LEGEND:

- Approximate Property Boundary
- Roads/Pavement Structure
- Off-site Structures
- Permanent Monitor Well Location
- Temporary Monitor Well Location
- NS Not Sampled
- NE No Exceedences
- * Detection limit above PCL due to interference

Sample Source	Date
MW-04	7/19/12
1,1-DCE (0.007)	5.3
COC	PCL
	Reported Concentration (mg/L)
	[PCL Exceedence]

DETECTED GROUNDWATER CONTAMINATION MAP - UPPER GWBU
 TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure c1
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:

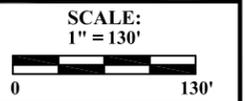
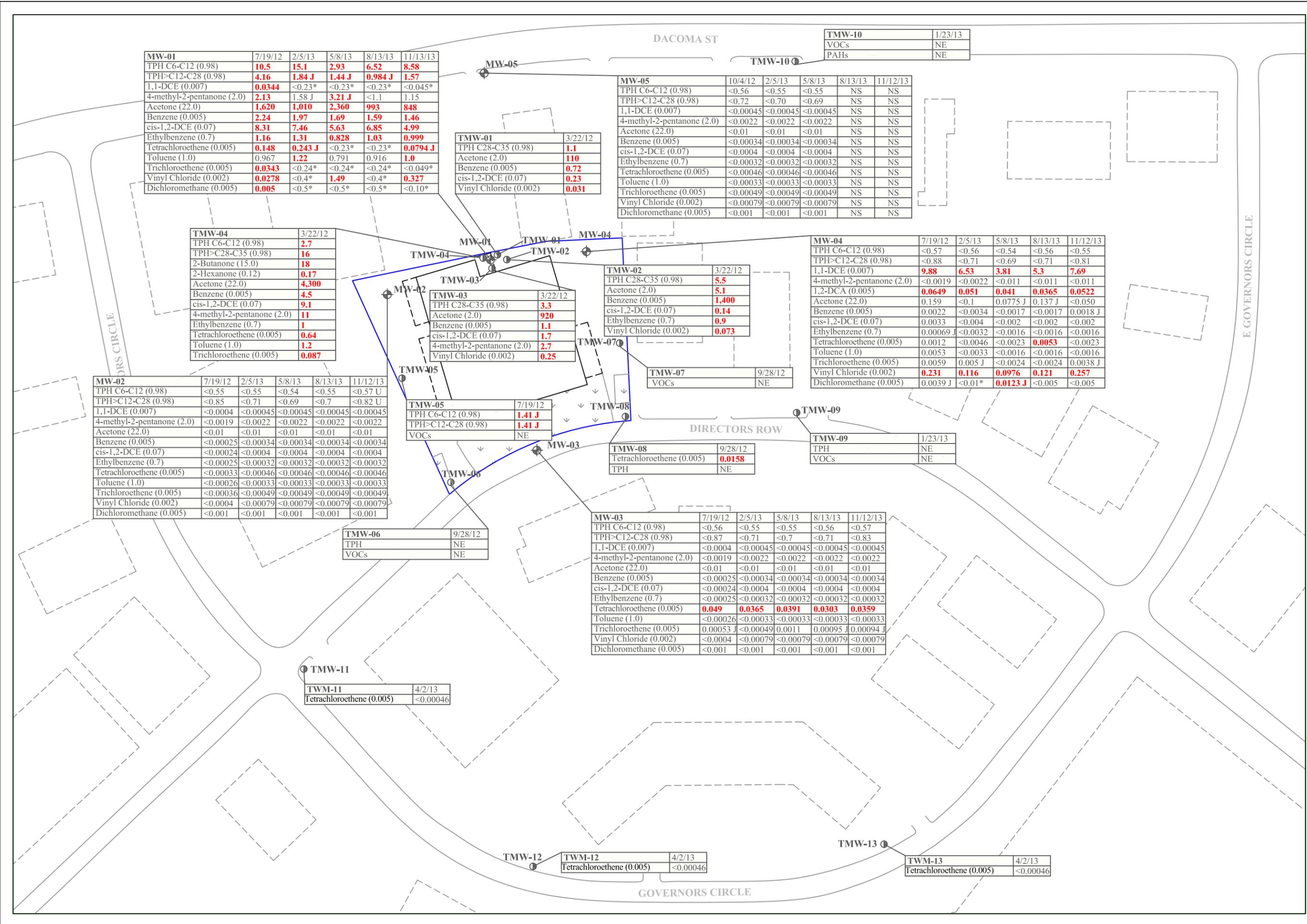


FIGURE
c1

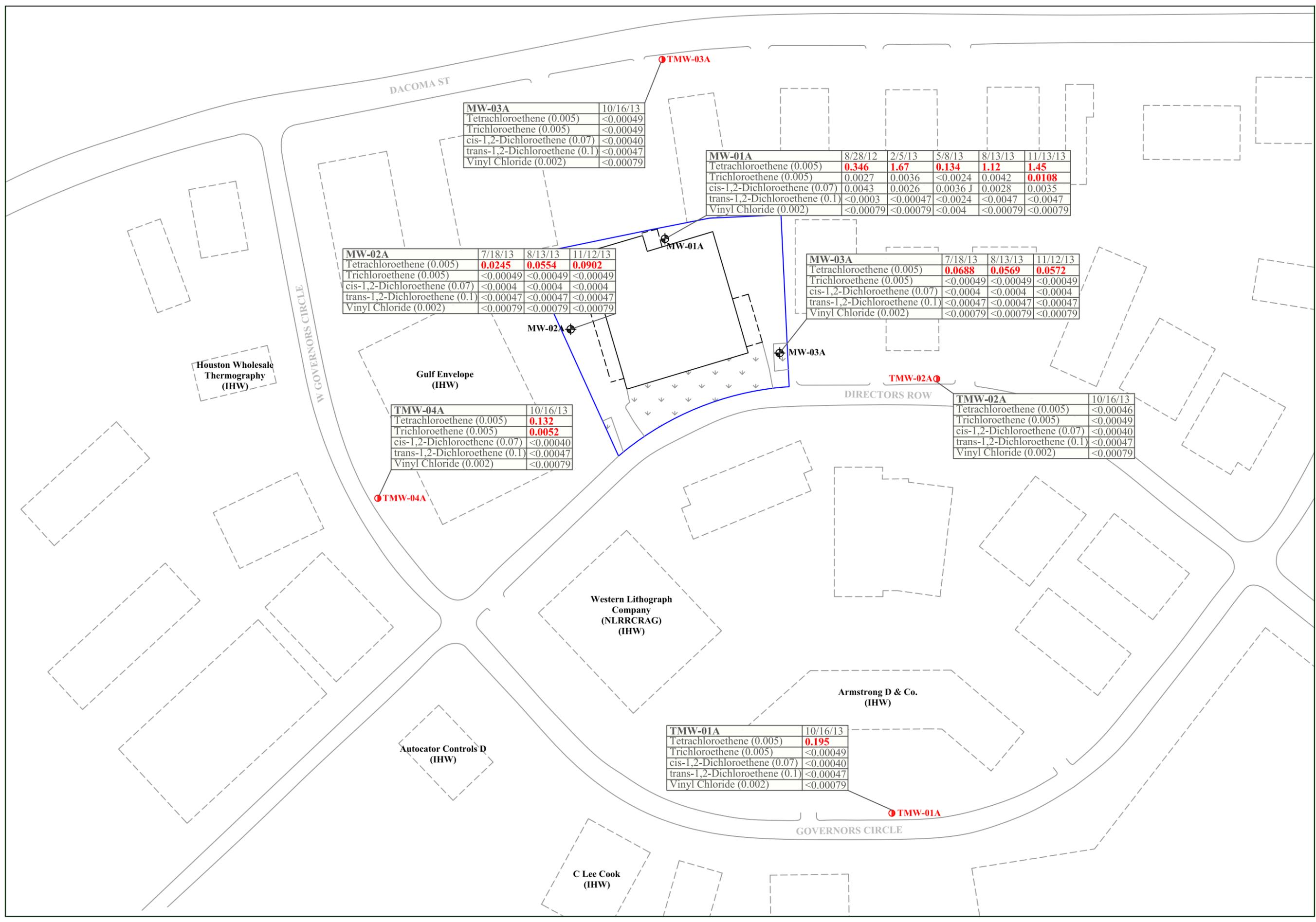




LEGEND:

- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- Temporary Monitor Well Location

Sample Source	Date
MW-01A	2/5/13
1,1-DCE (0.007)	0.0134
COC	PCL (mg/L)
	Reported Concentration (mg/L)
	[PCL Exceedence]



MW-03A	10/16/13
Tetrachloroethene (0.005)	<0.00049
Trichloroethene (0.005)	<0.00049
cis-1,2-Dichloroethene (0.07)	<0.00040
trans-1,2-Dichloroethene (0.1)	<0.00047
Vinyl Chloride (0.002)	<0.00079

MW-01A	8/28/12	2/5/13	5/8/13	8/13/13	11/13/13
Tetrachloroethene (0.005)	0.346	1.67	0.134	1.12	1.45
Trichloroethene (0.005)	0.0027	0.0036	<0.0024	0.0042	0.0108
cis-1,2-Dichloroethene (0.07)	0.0043	0.0026	0.0036 J	0.0028	0.0035
trans-1,2-Dichloroethene (0.1)	<0.0003	<0.00047	<0.0024	<0.0047	<0.0047
Vinyl Chloride (0.002)	<0.00079	<0.00079	<0.004	<0.00079	<0.00079

MW-02A	7/18/13	8/13/13	11/12/13
Tetrachloroethene (0.005)	0.0245	0.0554	0.0902
Trichloroethene (0.005)	<0.00049	<0.00049	<0.00049
cis-1,2-Dichloroethene (0.07)	<0.0004	<0.0004	<0.0004
trans-1,2-Dichloroethene (0.1)	<0.00047	<0.00047	<0.00047
Vinyl Chloride (0.002)	<0.00079	<0.00079	<0.00079

MW-03A	7/18/13	8/13/13	11/12/13
Tetrachloroethene (0.005)	0.0688	0.0569	0.0572
Trichloroethene (0.005)	<0.00049	<0.00049	<0.00049
cis-1,2-Dichloroethene (0.07)	<0.0004	<0.0004	<0.0004
trans-1,2-Dichloroethene (0.1)	<0.00047	<0.00047	<0.00047
Vinyl Chloride (0.002)	<0.00079	<0.00079	<0.00079

TMW-04A	10/16/13
Tetrachloroethene (0.005)	0.132
Trichloroethene (0.005)	0.0052
cis-1,2-Dichloroethene (0.07)	<0.00040
trans-1,2-Dichloroethene (0.1)	<0.00047
Vinyl Chloride (0.002)	<0.00079

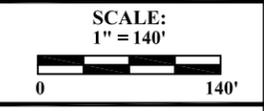
TMW-02A	10/16/13
Tetrachloroethene (0.005)	<0.00046
Trichloroethene (0.005)	<0.00049
cis-1,2-Dichloroethene (0.07)	<0.00040
trans-1,2-Dichloroethene (0.1)	<0.00047
Vinyl Chloride (0.002)	<0.00079

TMW-01A	10/16/13
Tetrachloroethene (0.005)	0.195
Trichloroethene (0.005)	<0.00049
cis-1,2-Dichloroethene (0.07)	<0.00040
trans-1,2-Dichloroethene (0.1)	<0.00047
Vinyl Chloride (0.002)	<0.00079

**DETECTED GROUNDWATER
CONTAMINATION MAP-LOWER GWBU**

TIDELAND SIGNAL CORPORATION
APPROXIMATE 2.29-ACRE TRACT
4310 DIRECTORS ROW
HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
File Name: Figure c2
Drawn By: CW
Approved: DAH
Date: 12/12/2013
Revised:

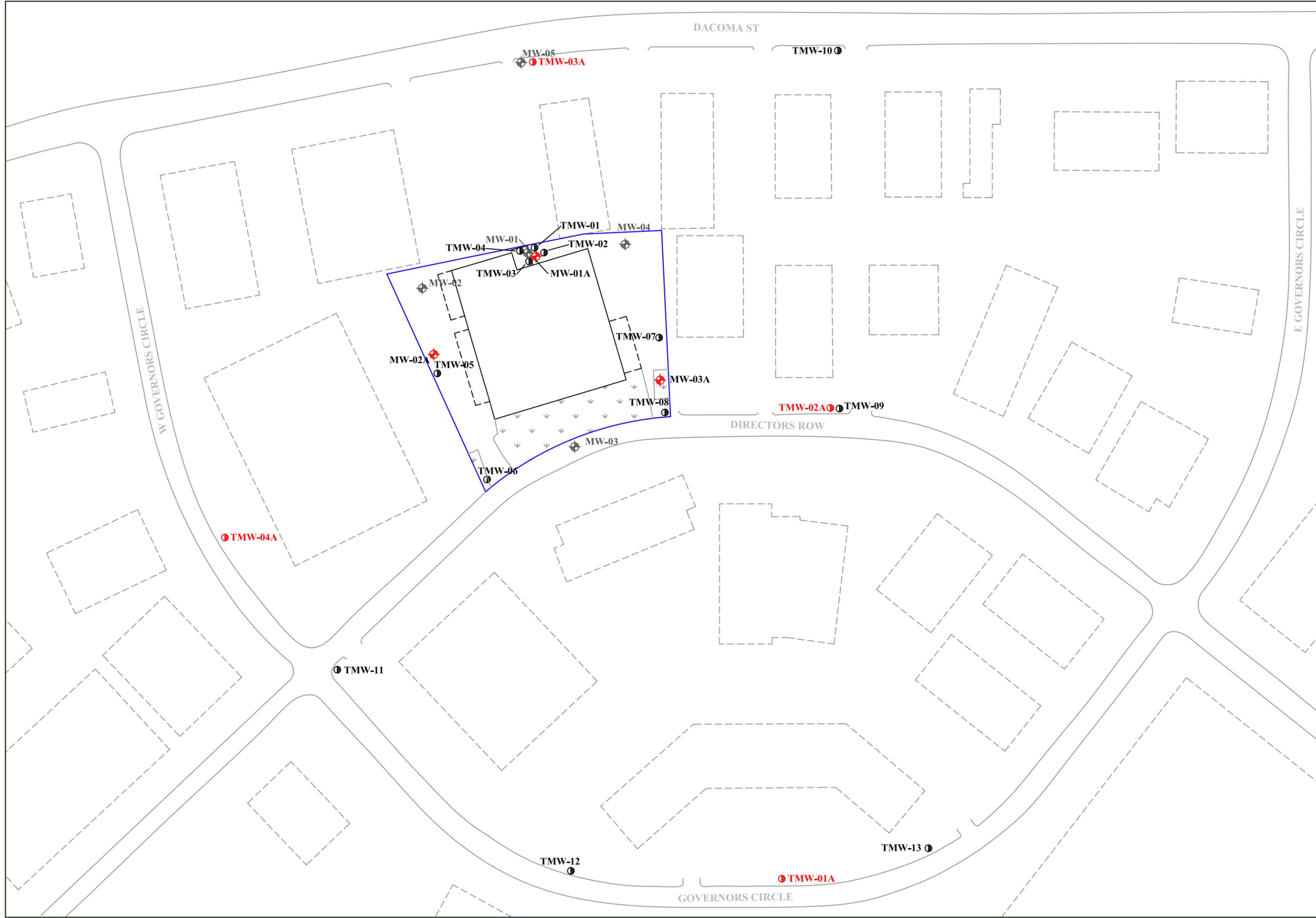


**FIGURE
c2**



LEGEND:

- Approximate Property Boundary
- Roads/Pavement Structure
- - - Off-site Structures
- Upper GWBU Temporary Monitor Well Location
- ⊕ Upper GWBU Permanent Monitor Well Location
- Lower GWBU Temporary Monitor Well Location
- ⊕ Lower GWBU Permanent Monitor Well Location

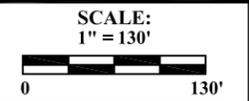


GROUNDWATER MONITOR WELL & SOIL BORING LOCATION MAP

TIDELAND SIGNAL CORPORATION
APPROXIMATE 2.29-ACRE TRACT
4310 DIRECTORS ROW

HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
File Name: Figure d1
Drawn By: CW
Approved: DAH
Date: 12/12/2013
Revised:

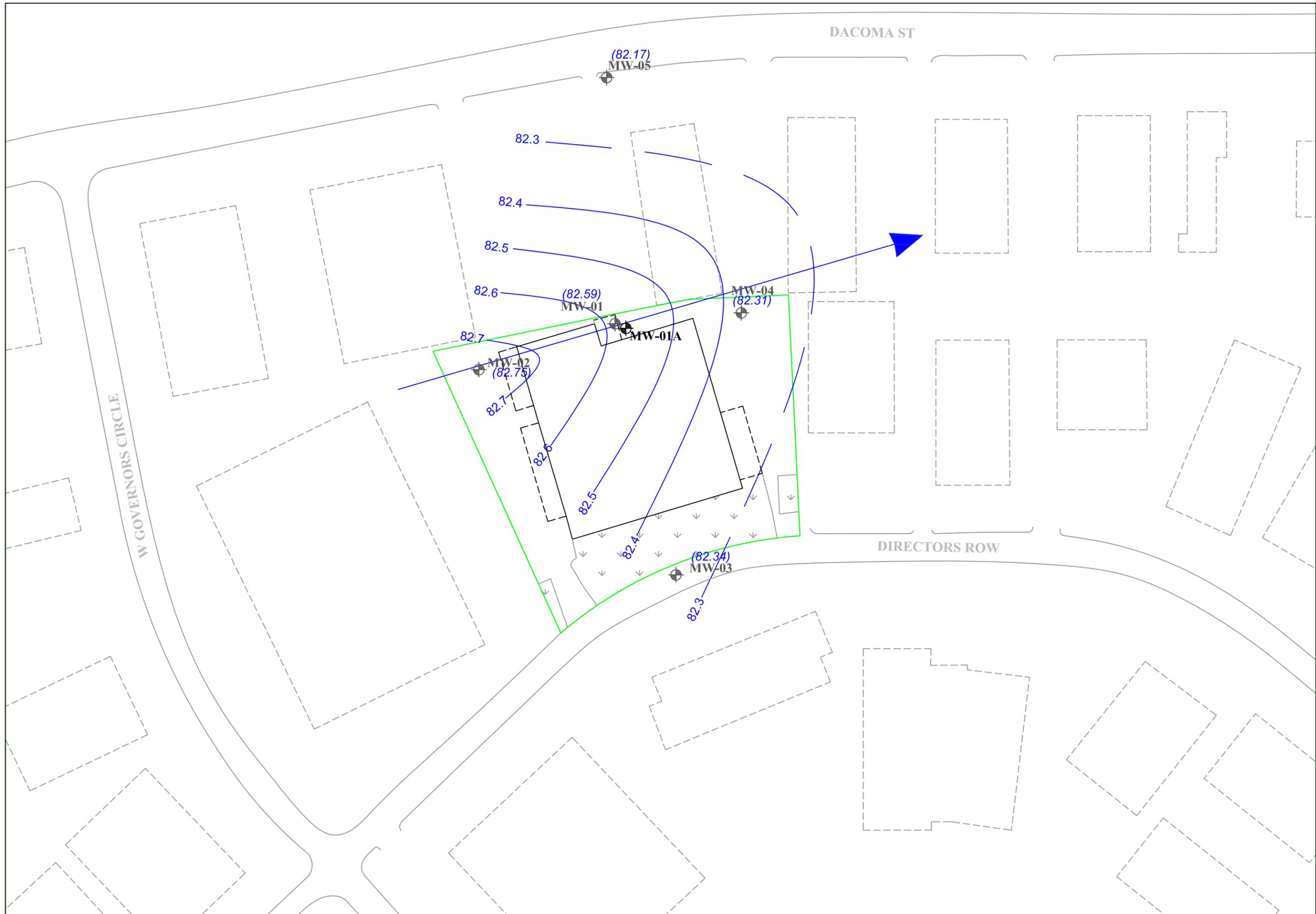


**FIGURE
d1**



LEGEND:

- Approximate Property Boundary
- Roads/Pavement
- Structure
- - - Off-site Structures
- ⊕ Permanent Monitor Well Location
- 50.2 Groundwater Elevation Contour (ft.)
- (49.85) Measured Groundwater Elevation (ft.)
- ➔ Groundwater Flow Direction

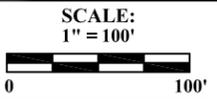


UPPER GWBU - GROUNDWATER

GRADIENT MAP (10-18-2012)

TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e1
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:



FIGURE

e1



LEGEND:

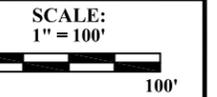
- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- 50.2 Groundwater Elevation Contour (ft.)
- (49.85) Measured Groundwater Elevation (ft.)
- Groundwater Flow Direction

UPPER GWBU - GROUNDWATER

GRADIENT MAP (2-5-2013)

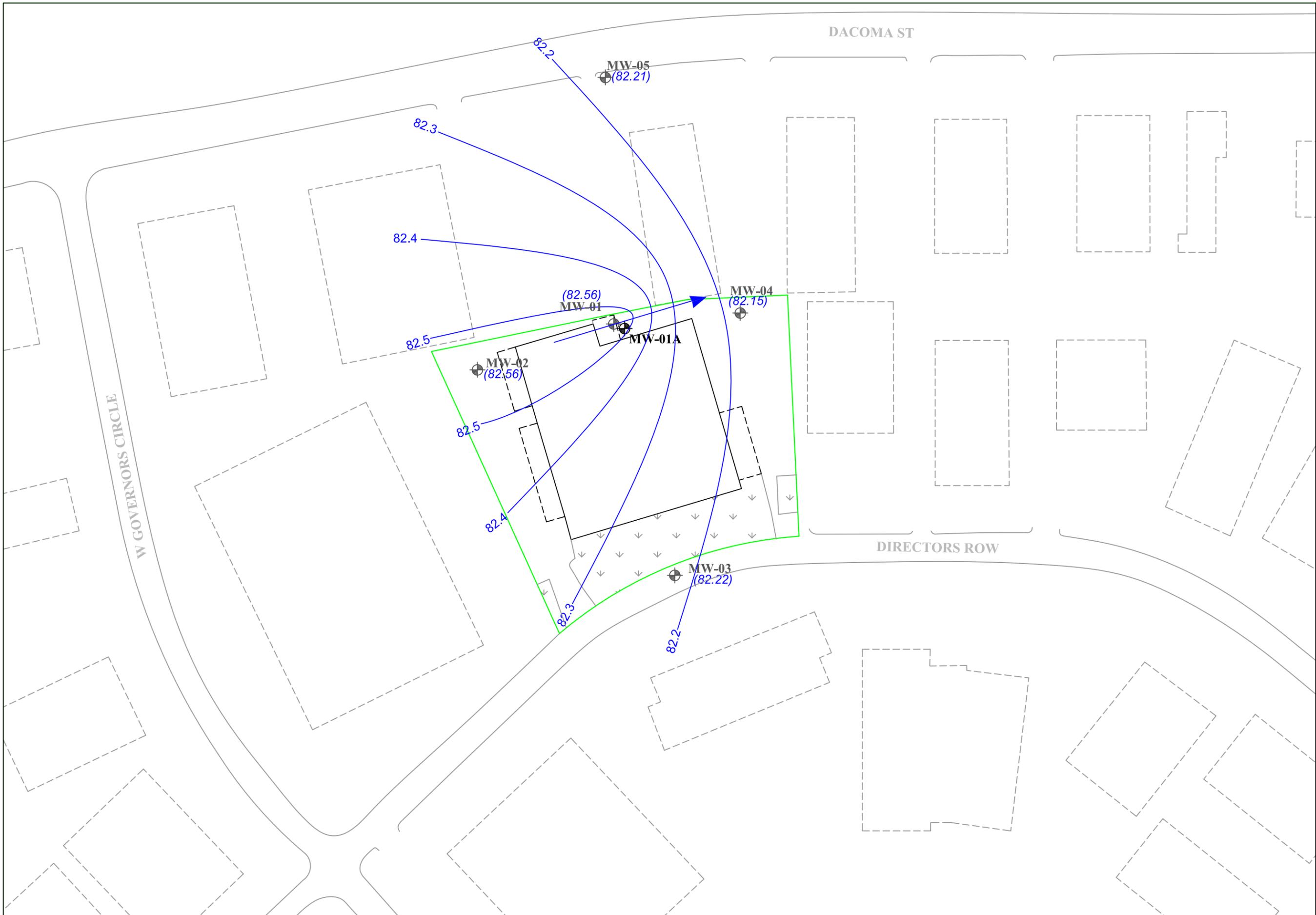
TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e2
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:



FIGURE

e2





LEGEND:

- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- 50.2 Groundwater Elevation Contour (ft.)
- (49.85) Measured Groundwater Elevation (ft.)
- Groundwater Flow Direction

UPPER GWBU - GROUNDWATER GRADIENT MAP (5-8-2013)

TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e3
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:

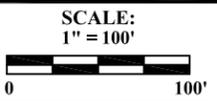
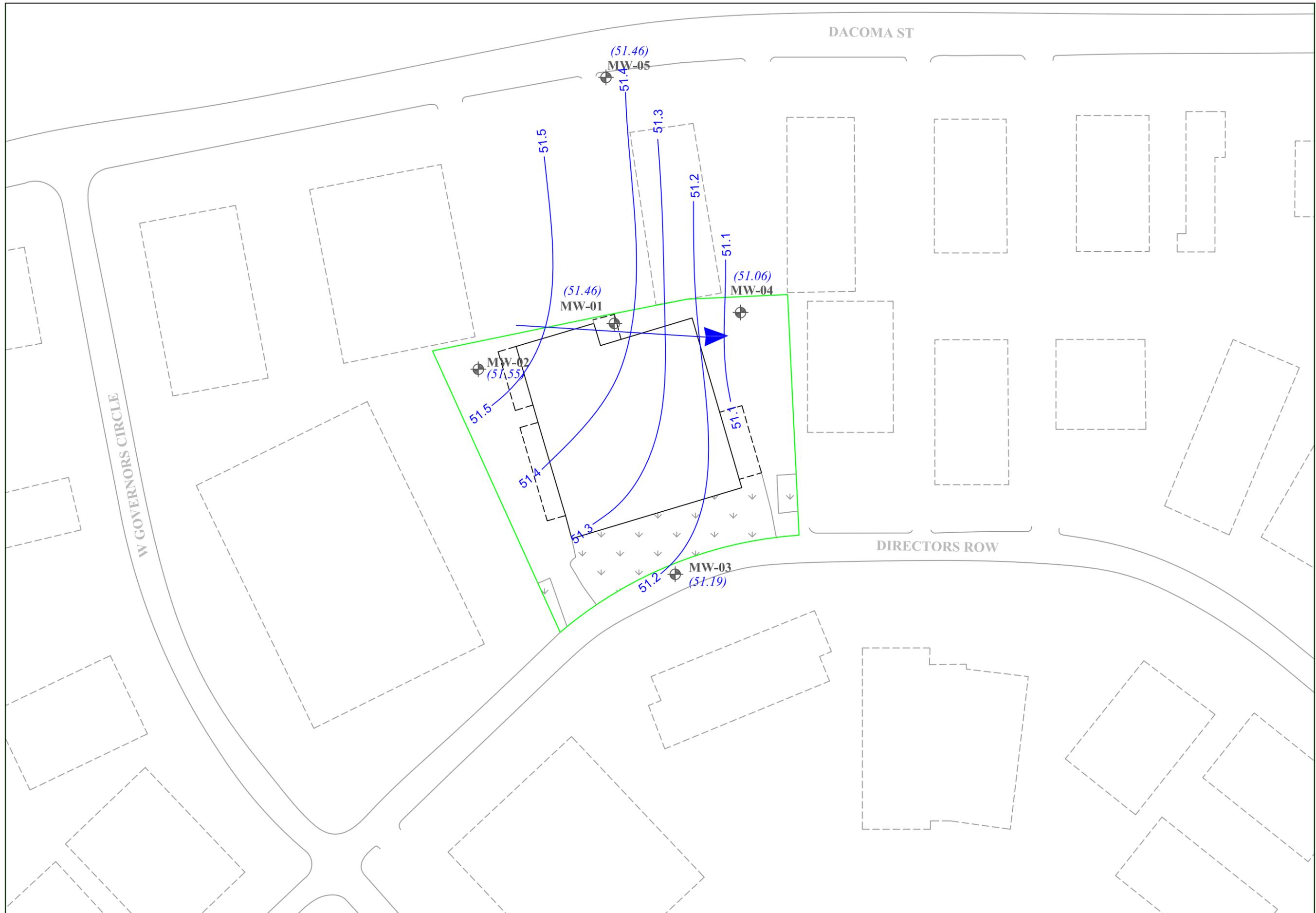


FIGURE
e3





LEGEND:

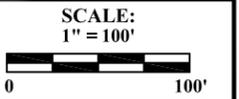
- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- 50.2 Groundwater Elevation Contour (ft.)
- (49.85) Measured Groundwater Elevation (ft.)
- Groundwater Flow Direction

UPPER GWBU - GROUNDWATER

GRADIENT MAP (8-13-2013)

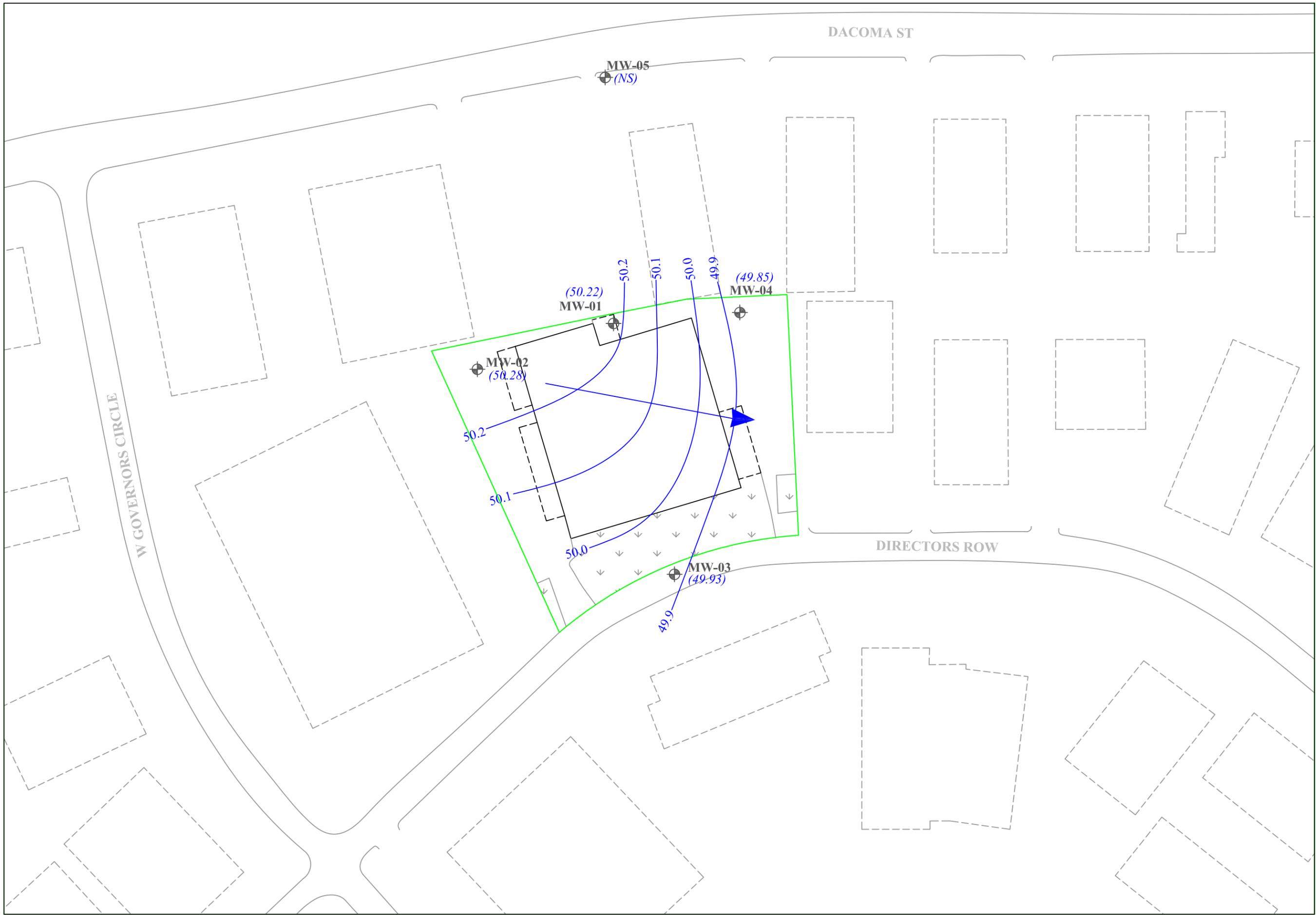
TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e4
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:



FIGURE

e4





LEGEND:

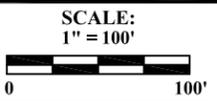
- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- 50.2 Groundwater Elevation Contour (ft.)
- Measured Groundwater Elevation (ft.)
- Groundwater Flow Direction

UPPER GWBU - GROUNDWATER

GRADIENT MAP (11-12-2013)

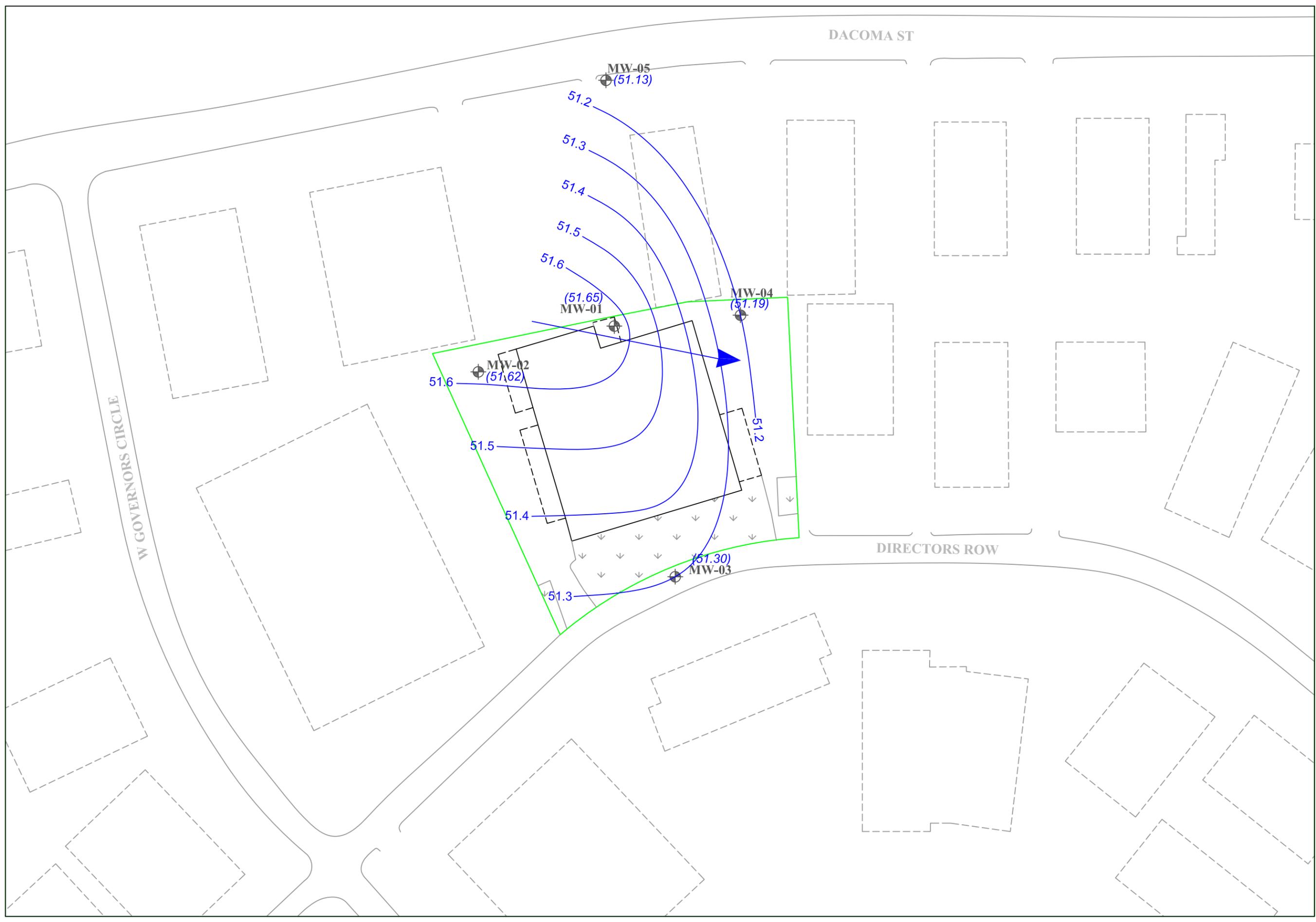
TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e5
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:



FIGURE

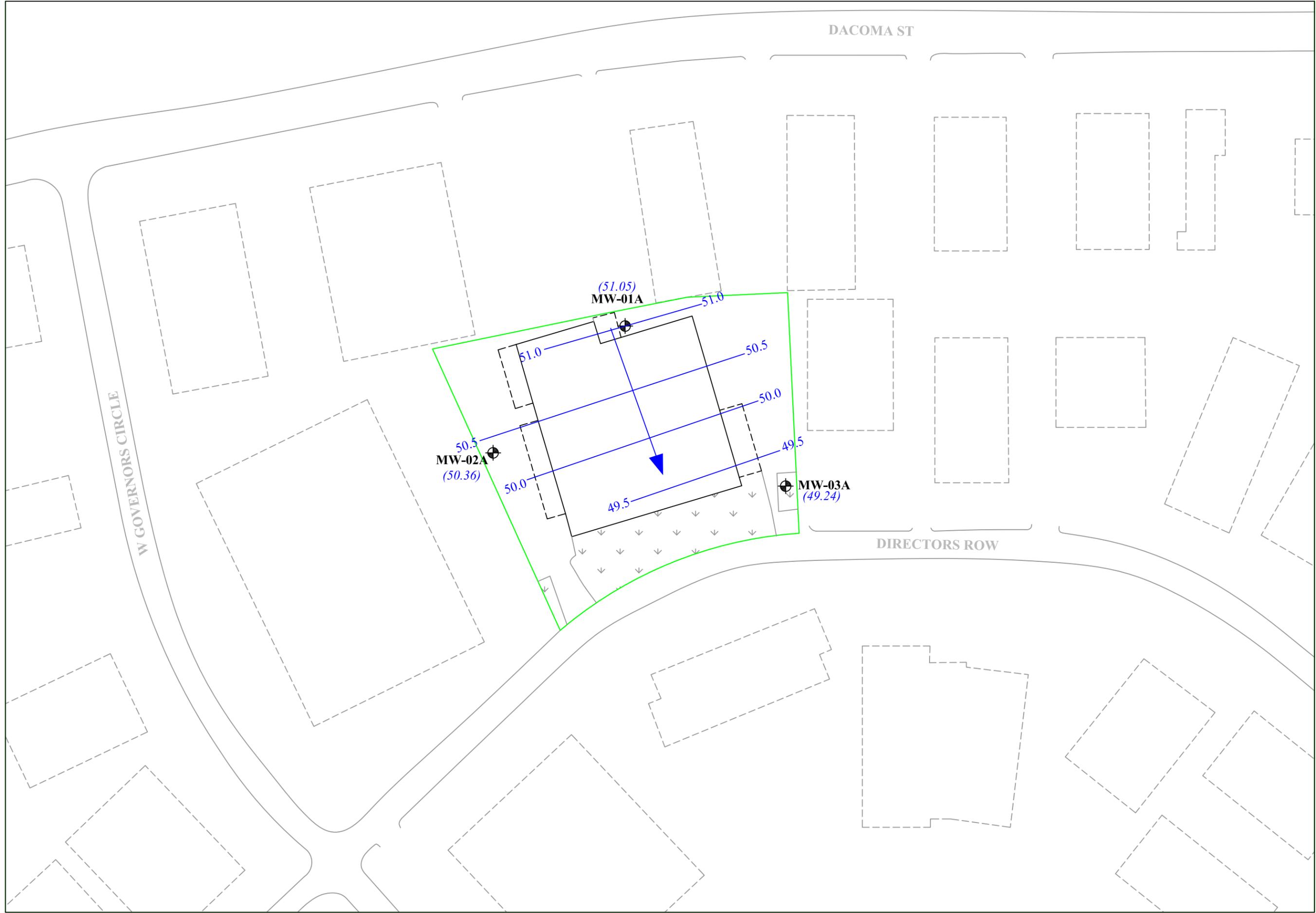
e5





LEGEND:

- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- 50.5 Groundwater Elevation Contour (ft.)
- (49.24) Measured Groundwater Elevation (ft.)
- Groundwater Flow Direction



LOWER GWBU - GROUNDWATER

GRADIENT MAP (7-18-2013)

TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e6
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:

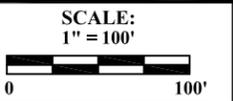


FIGURE
e6



LEGEND:

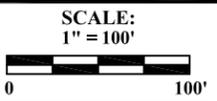
- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- 50.5 Groundwater Elevation Contour (ft.)
- (49.24) Measured Groundwater Elevation (ft.)
- Groundwater Flow Direction

LOWER GWBU - GROUNDWATER

GRADIENT MAP (8-13-2013)

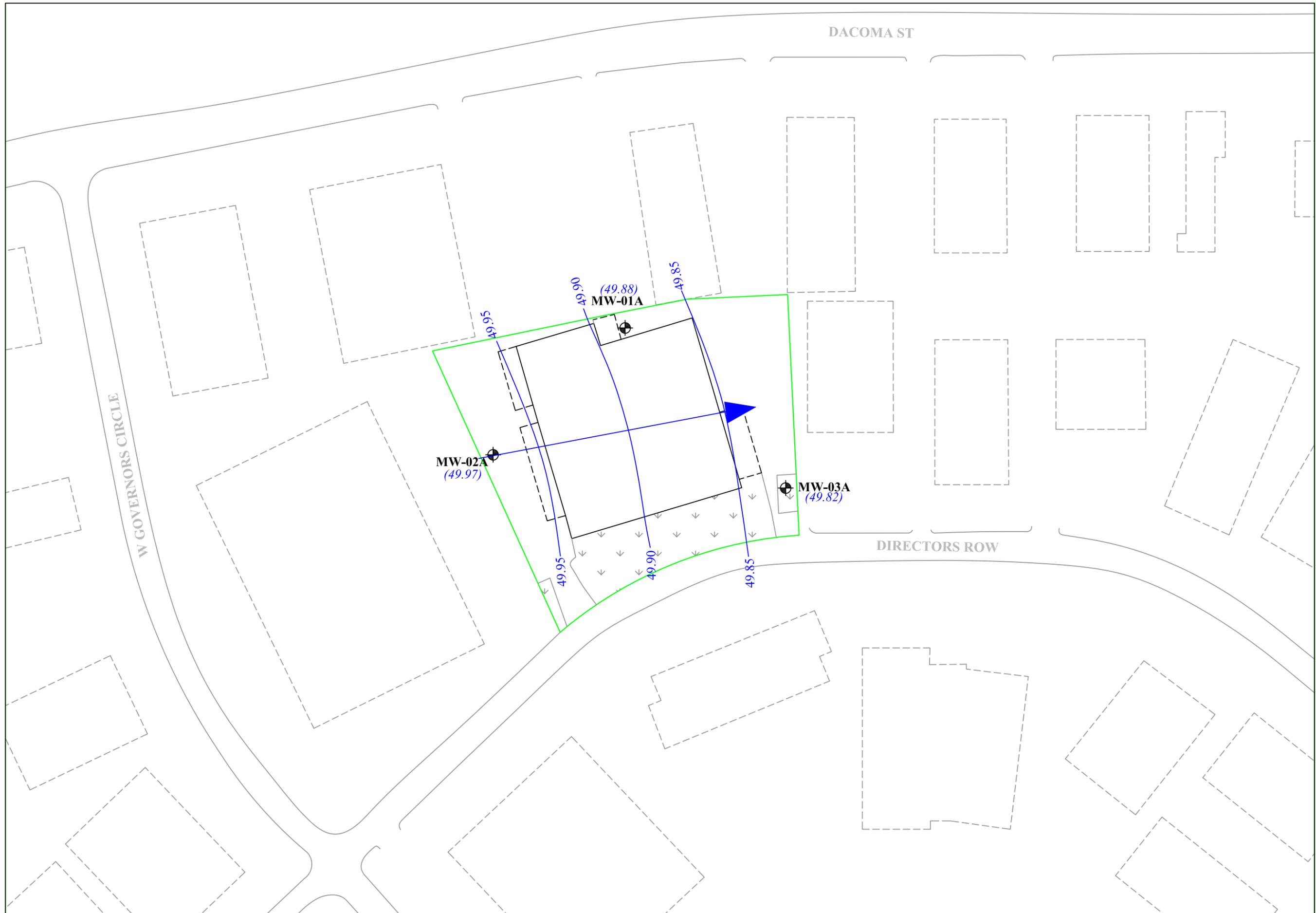
TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e7
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:



FIGURE

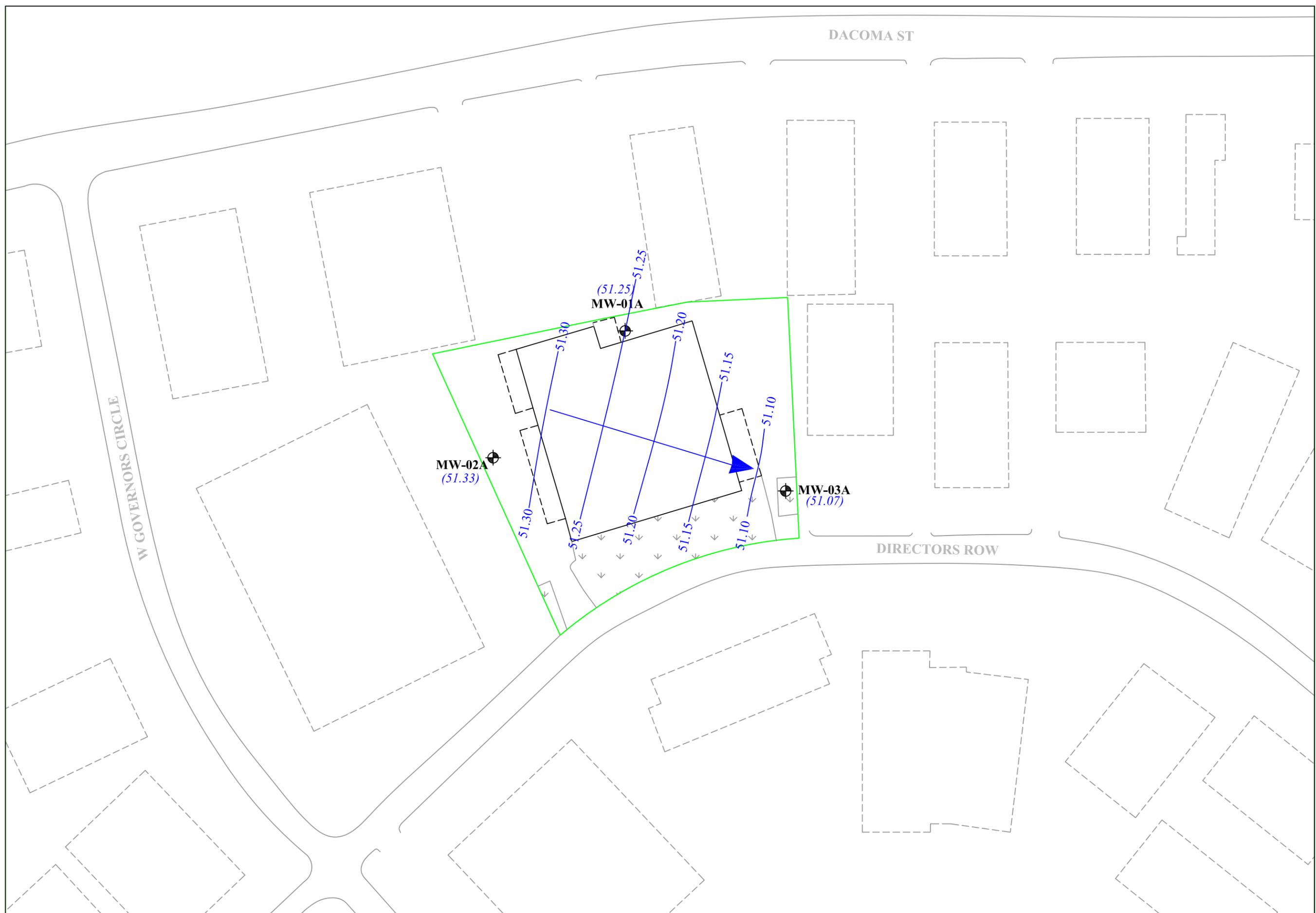
e7





LEGEND:

- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Permanent Monitor Well Location
- 50.5 Groundwater Elevation Contour (ft.)
- Measured Groundwater Elevation (ft.)
- Groundwater Flow Direction

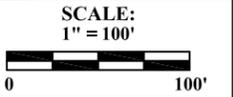


LOWER GWBU - GROUNDWATER

GRADIENT MAP (11-12-2013)

TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure e8
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:



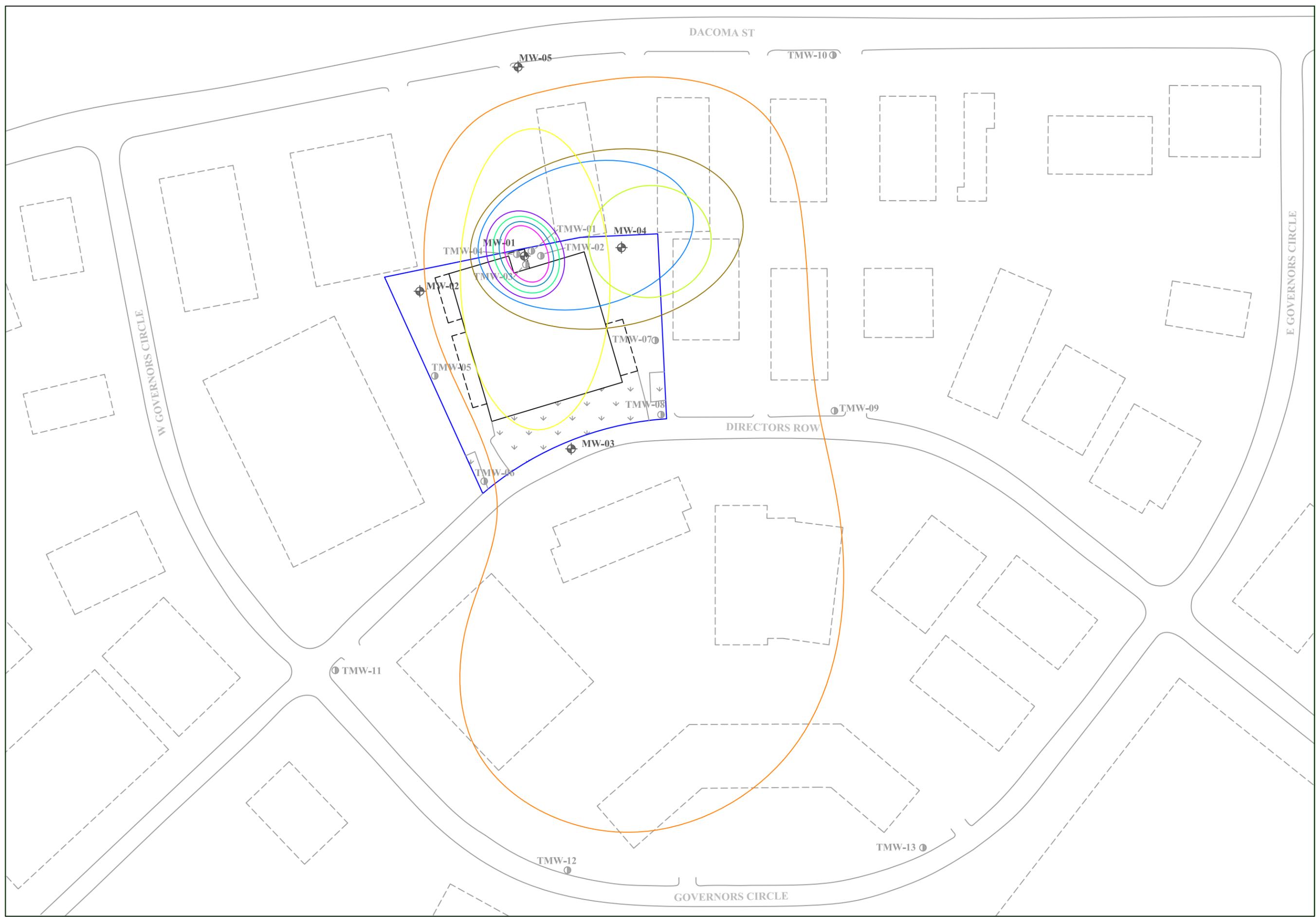
FIGURE

e8



LEGEND:

- Approximate Property Boundary
- Roads/Pavement Structure
- Off-site Structures
- Temporary Monitor Well Location
- Permanent Monitor Well Location
- PCE
- TCE
- Cis-1,2-DCE
- 1,2-DCA
- Acetone
- Benzene
- Vinyl Chloride
- Ethylbenzene
- TPH

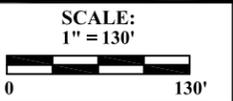


PCLE ZONE MAP - UPPER GWBU

(NOVEMBER 2013)

TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure f1
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:



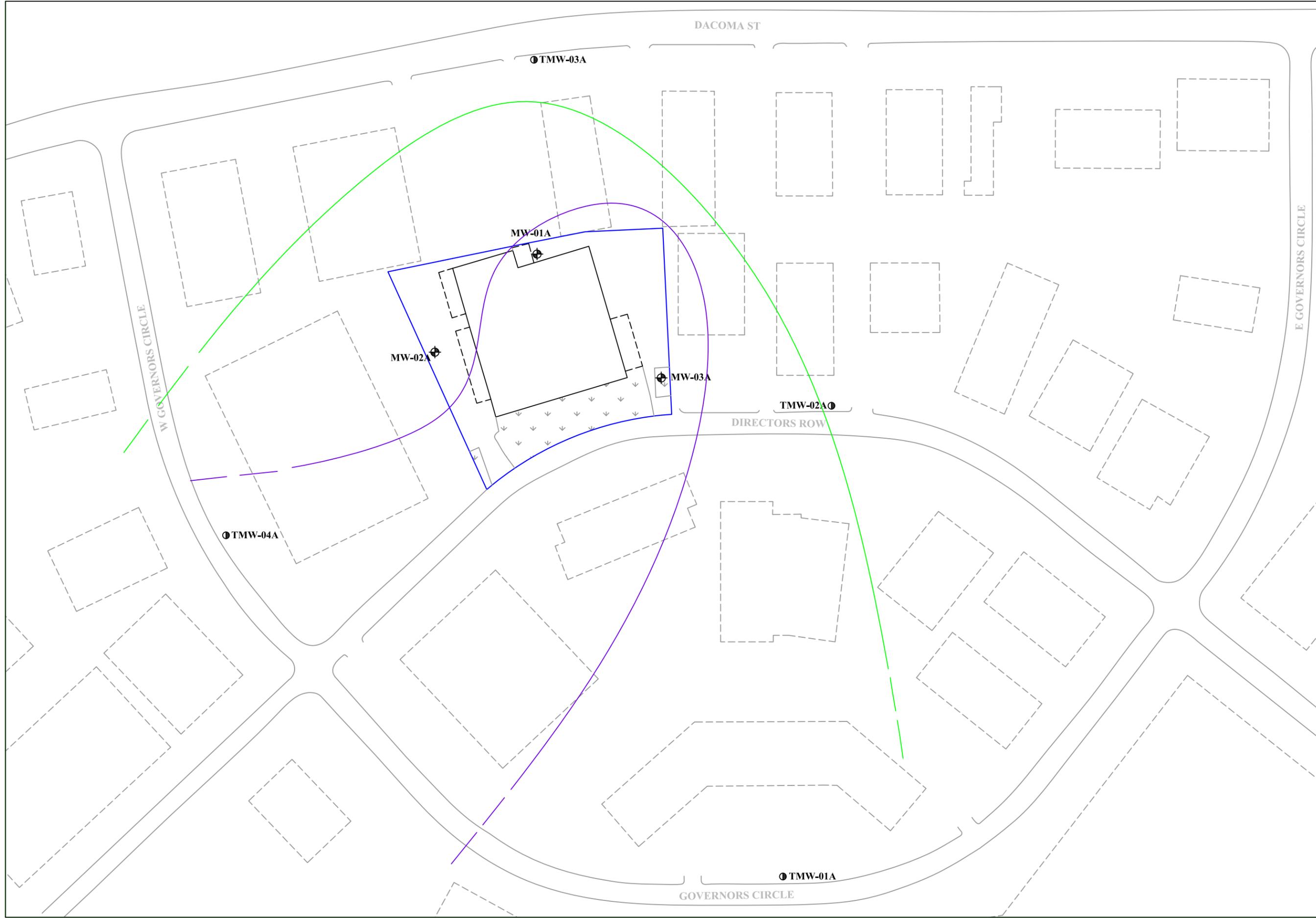
FIGURE

f1



LEGEND:

- Approximate Property Boundary
- Roads/Pavement
- Structure
- Off-site Structures
- Temporary Monitor Well Location
- + Permanent Monitor Well Location
- TCE
- PCE



PCLE ZONE MAP - LOWER GWBU

(NOVEMBER 2013)

TIDELAND SIGNAL CORPORATION
 APPROXIMATE 2.29-ACRE TRACT
 4310 DIRECTORS ROW
 HOUSTON, HARRIS COUNTY, TEXAS

Job Number: 12-0094
 File Name: Figure f2
 Drawn By: CW
 Approved: DAH
 Date: 12/12/2013
 Revised:

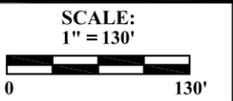


FIGURE
f2

APPENDIX D

Provide for each contaminant of concern within the designated groundwater:

- a. A description of the ingestion protective concentration level exceedance zone and the non-ingestion protective concentration level exceedance zone, including a specification of the horizontal area and the minimum and maximum depth below ground surface.
- b. The level of contamination, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/L units.
- c. Its basic geochemical properties (e.g., whether the contaminant of concern migrates with groundwater, floats or is soluble in water).

Based on environmental investigations at the designated property, acetone, benzene, cis 1,2-DCE, 1,2-DCA, ethylbenzene, PCE, TCE, total petroleum hydrocarbon (TPH), and vinyl chloride have been identified in the upper groundwater bearing unit (GWBU) at concentrations which exceed the ingestion protective concentration levels ($^{GW}GW_{ing}$). PCE and TCE have been identified in the lower GWBU at concentrations which exceed the ingestion protective concentration levels ($^{GW}GW_{ing}$). No COCs have been identified in groundwater in either GWBU at concentrations which exceed the non-ingestion protective concentration levels. Therefore, a non-ingestion protective concentration level exceedance zone does not exist at the site. No COCs have been identified in Site soil at concentrations which exceed the TCEQ TRRP direct exposure protective concentration levels ($^{Tot}Soil_{Comb}$ or $^{Air}Soil_{Inh-v}$).

A description of each COC, the ingestion and non-ingestion PCLE zone, vertical and horizontal extent, and geochemical properties is provided below.

COC: Acetone

Maximum Concentration: 2,360 mg/L
Ingestion-Based PCL (Residential $^{GW}GW_{ing}$): 22 mg/l
Ingestion-Based PCLE Zone:
Length: 111 ft
Width: 91 ft
Min. Depth: 22 ft bgs
Max. Depth: 28 ft bgs
Total Area: 0.18 acres
Non-Ingestion - Based PCL ($^{Air}GW_{inh-v}$): 1,000,000 mg/l
Non-Ingestion - Based PCLE Zone: None
Geochemical/Physical Properties
Molecular Weight: 58.08
Density/Specific Gravity: 0.791 g/cm³
Solubility in Water: High
Groundwater Migration: High

COC: Benzene

Maximum Concentration: 2.24 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.005 mg/l
Ingestion-Based PCLE Zone:
Length: 91 ft
Width: 72 ft
Min. Depth: 22 ft bgs
Max. Depth: 28 ft bgs
Total Area: 0.118 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 180 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: 78.11
Density/Specific Gravity: 0.8765 g/cm³
Solubility in Water: Low
Groundwater Migration: High

COC: cis 1,2-DCE

Maximum Concentration: 8.31 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.07 mg/l
Ingestion-Based PCLE Zone:
Length: 416 ft
Width: 221 ft
Min. Depth: 22 ft bgs
Max Depth: 28 ft bgs
Total Area: 1.66 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 1,200 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: 96.95
Density/Specific Gravity: 1.28 g/cm³
Solubility in Water: Moderate
Groundwater Migration: High

COC: 1,2-DCA

Maximum Concentration: 0.0649 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.005 mg/L
Ingestion-Based PCLE Zone:
Length: 169 ft
Width: 156 ft
Min. Depth: 22 ft bgs
Max Depth: 28 ft bgs
Total Area: 0.475 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 33 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: 98.96
Density/Specific Gravity: 1.253 g/cm³
Solubility in Water: High
Groundwater Migration: High

COC: Ethylbenzene

Maximum Concentration: 1.31 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.7 mg/l
Ingestion-Based PCLE Zone:
Length: 130 ft
Width: 104 ft
Min. Depth: 22 ft bgs
Max Depth: 28 ft bgs
Total Area: 0.244 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 30,000 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: 106.17
Density/Specific Gravity: 0.8665 g/cm³
Solubility in Water: Low
Groundwater Migration: Low

COC: Tetrachloroethene (PCE)

Maximum Concentration: 1.67 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.005 mg/l
Ingestion-Based PCLE Zone:
Length: 1,050 ft
Width: 494 ft
Min. Depth: 22 ft bgs
Max Depth: 63 ft bgs
Total Area: 11.24 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 500 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: 165.83
Density/Specific Gravity: 1.622 g/cm³
Solubility in Water: High
Groundwater Migration: High

COC: Trichloroethene (TCE)

Maximum Concentration: 0.0343 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.005 mg/l
Ingestion-Based PCLE Zone:
Length: 390 ft
Width: 247 ft
Min. Depth: 22 ft bgs
Max Depth: 63 ft bgs
Total Area: 1.74 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 120 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: 131.39
Density/Specific Gravity: 1.46 g/cm³
Solubility in Water: High
Groundwater Migration: High

COC: TPH

Maximum Concentration: 8.58 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.98 mg/l
Ingestion-Based PCLE Zone:
Length: 78 ft
Width: 52 ft
Min. Depth: 22 ft bgs
Max Depth: 28 ft bgs
Total Area: 0.073 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 1,800 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: Variable
Density/Specific Gravity: Variable (< 1.0 g/cm³)
Solubility in Water: Low
Groundwater Migration: Low

COC: Vinyl Chloride

Maximum Concentration: 1.49 mg/l
Ingestion-Based PCL (Residential ^{GW}GW_{ing}) 0.002 mg/l
Ingestion-Based PCLE Zone:
Length: 299 ft
Width: 208 ft
Min. Depth: 22 ft bgs
Max Depth: 28 ft bgs
Total Area: 1.12 acres

Non-Ingestion - Based PCL (^{Air}GW_{inh-v}): 3.8 mg/l
Non-Ingestion - Based PCLE Zone None

Geochemical/Physical Properties

Molecular Weight: 62.45
Density/Specific Gravity: 0.911 g/ml
Solubility in Water: High
Groundwater Migration: High

APPENDIX E

A table displaying the following information for each contaminant of concern, to the extent known:

- a. The maximum concentration level for soil and groundwater, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/L units.*
- b. The critical protective concentration level without the municipal setting designation, highlighting any exceedences.*

Groundwater

VOCs, including acetone, benzene, cis 1,2-DCE, 1,2-DCA, ethylbenzene, PCE, TCE, and vinyl chloride, as well as total petroleum hydrocarbon (TPH), were detected at concentrations exceeding their respective TRRP ^{GW}GW_{Ing} Tier 1 PCLs. Based on the proposed response actions, institutional controls such as this MSD will be used to gain closure for groundwater at the designated property, thus eliminating the groundwater ingestion pathway. **Table 1** in **Appendix E** presents the maximum concentration of each COC in the groundwater at the designated property.

Table 1

COC	^{GW} GW _{Ing} Ingestion PCL		^{Air} GW _{Inh-V} Non-Ingestion PCL		Conc (mg/L)
	(mg/L)	Tier	(mg/L)	Tier	Max
Acetone	22	1	1,000,000	1	2,360
Benzene	0.005	1	180	1	2.24
cis 1,2-DCE	0.07	1	1,200	1	8.31
1,2-DCA	0.005	1	33	1	0.0649
Ethylbenzene	0.7	1	30,000	1	1.31
Tetrachloroethene	0.005	1	500	1	1.67
Trichloroethene	0.005	1	120	1	0.0343
TPH	0.98	1	1,800	1	8.58
Vinyl Chloride	0.002	1	3.8	1	1.49

Notes:

1. Yellow highlight indicates critical PCL without MSD

Soils

Acetone, benzene, and cis 1,2-DCE were detected in subsurface soil at concentrations exceeding the TRRP Tier 1 ^{Soil}GW_{Ing} PCLs. **Table 2** in **Appendix E** depicts the maximum soil concentration for COCs at the site.

Table 2

COC	TotSoilComb PCL			GW _{Soil^{Ing}1} PCL			AirSoil _{Inh-V}			Conc (mg/kg)
	(mg/kg)	Tier	Source area size (acres)	(mg/kg)	Tier	Source area size (acres)	(mg/kg)	Tier	Source area size (acres)	Max
Acetone	66,000	1	0.5	43	1	0.5	600,000	1	0.5	1,200
Benzene	120	1	0.5	0.026	1	0.5	160	1	0.5	0.19
cis 1,2-DCE	140	1	0.5	0.25	1	0.5	920	1	0.5	0.734

Notes:

1. Yellow hilite indicates critical PCL without MSD

APPENDIX F

If the plume extends beyond the limits of property owners listed in this application, list the owners of the additional property beneath which the plume(s) extend(s), and a summary of interactions with those property owners about the plume(s) and this MSD application. Please Note: You are not required under this item to notify affected property owners, only to provide a summary of who affected property owners are, and if there have been any communications. No contact can be an acceptable answer.

Although not directly confirmed through laboratory analysis of samples collected on off-site properties, the potential exists for the contaminant plume to extend beyond the limits of the property owners listed in this MSD application. Specifically, the contaminant plume potentially extends onto off-site properties to the north, east, south, and west. Owners of additional properties beneath which the plume potentially extends are provided in **Table F1** below.

Table F1

HCAD Property IDs	HCAD Property Owners	General Location
100-324-000-0005	Junglewood Enterp. LLC	Adjacent W of Site
099-341-000-0011	Jefferson Triangle Properties LP	Adjacent NW of Site
099-341-000-0006	Jefferson Triangle Properties LP	Adjacent N of Site
099-341-000-0007	Jefferson Triangle Properties LP	Adjacent N of Site
099-341-000-0002	Jefferson Triangle Properties LP	Adjacent NE of Site
100-324-000-0002	Neuhaus Trifilio L.C.	Adjacent E of Site
100-325-000-0010	Max 5 Holdings LLC	Adjacent S of Site (across Directors Row)
100-325-000-0004	G & I VII Brookhollow LP	SE of Site (across Directors Row)
102-046-000-0004	Consolidated Graphics Prop	SW of Site (across Directors Row)
102-046-000-0001	G & I VII Brookhollow LP	S of Site

There have been no interactions with any of the above listed property owners about the plume and this MSD application.

APPENDIX G

*A statement as to whether the plume of contamination is stable (i.e. no change), or contracting, and delineated, **with the basis for that statement**. Please include historical sampling data.*

Based on the historical groundwater monitoring that has been performed, the following conclusions have been drawn for both the Upper GWBU and Lower GWBU underlying the designated property:

Groundwater in the Upper GWBU is impacted by nine (9) COCs which have consistently exceeded their respective critical groundwater ingestion PCLs. The COCs include tetrachloroethene (PCE), trichloroethene (TCE), cis 1,2-DCE, 1,2-DCA, acetone, benzene, ethyl benzene, vinyl chloride, and total petroleum hydrocarbon (TPH). Groundwater contaminant impacts in the Upper GWBU have been delineated laterally using a network of five (5) permanent monitor wells and thirteen (13) temporary monitor wells. COC concentrations in the Upper GWBU generally appear to be stable based upon data collected from the permanent monitor wells (MW-01, MW-02, MW-03, MW-04, and MW-05) over the course of five (5) periodic monitoring events. All of the protective concentration limit exceedance (PCLE) zones for relevant COCs, with the exception of PCE, appear to be limited in aerial extent and have not extended beyond Dacoma Street to the north, beyond immediately adjacent commercial properties to the east, beyond Directors Row to the south, and beyond the western boundary of the Site. The PCLE zone for PCE appears to extend further south, to the north side of Governors Circle, and slightly further to the east along Directors Row. The PCLE zones for COCs do not appear to be expanding.

Groundwater in the Lower GWBU is impacted by two (2) COCs, PCE and TCE, which have consistently exceeded their respective critical groundwater ingestion PCLs. Groundwater contaminant impacts in the Lower GWBU have been monitored using a network of three (3) permanent monitor wells and four (4) temporary monitor wells. COC concentrations in the Lower GWBU generally appear to be stable based upon data collected from the permanent monitor wells (MW-01A, MW-02A, and MW-03A) over the course of five (5) periodic monitoring events, but do not appear to be fully delineated laterally. PCE and TCE appear to be delineated in the Lower GWBU to the north and east of the apparent on-site contaminant source area (MW-01A), but not to the south and west. However, PCE and TCE impacts reported in groundwater samples collected from temporary monitor wells located south and west of the Site may be associated with releases originating from off-site source areas. Concentrations of PCE in temporary monitor well TMW-01A, located approximately 700 feet south-southeast of the Site along Governors Circle, were approximately 3 to 4 times *higher* than PCE concentrations in MW-03A, located on the southeast portion of the Site. This trend of increasing PCE concentrations at increasing distances from the apparent source area suggests a possible offsite contributing source for PCE

in the lower GWBU. Temporary monitor well TMW-04A, located approximately 300 feet west-southwest of the Site along West Governors Circle, is situated in an apparent *upgradient* or *crossgradient* position relative to the Site based on lower GWBU gradient data. Concentrations of PCE in TMW-04A were approximately 2 to 3 times *higher* than PCE concentrations in MW-02A, located on the west side of the Site. Both TMW-01A and TMW-04A are immediately adjacent to major COH sanitary and/or stormwater lines, which may currently be leaking or may have leaked at some time in the past resulting in potential contaminant impacts to the groundwater. Additionally, there are a total of six (6) sites along Governors Circle or Directors Row identified in a regulatory database search as Industrial Hazardous Waste (IHW) facilities which are either adjacent to or in close proximity to sample locations TMW-01A and TMW-04A.

Based upon the results of Mann-Kendall Statistical Tests performed for the sampling events conducted from July 2012 to November 2013, concentrations of COCs in the Upper GWBU, specifically acetone, benzene, ethylbenzene, and PCE, demonstrate stable to decreasing trends in the apparent source area monitor well (MW-01). Graphs depicting COC concentrations vs. time for acetone, benzene, ethylbenzene, and PCE in the apparent Upper GWBU source area monitor well (MW-01) also indicate stable to decreasing concentration trends. PCE trends are neither increasing nor decreasing in MW-01; however, PCE trends in on-site Upper GWBU delineating monitor wells are decreasing (MW-03) or stable (MW-04). Concentrations of COCs in the Lower GWBU, specifically PCE, demonstrate a stable trend in the apparent source area monitor well (MW-01A). An apparent increase in PCE concentrations, reported in November 2013 in a Lower GWBU delineating monitor well (MW-02A) located on the western Site boundary, may be the result of seasonal fluctuations in groundwater levels. Such fluctuations in GWBU saturation may affect dissolved phase concentrations of certain COCs, leading to observed “spikes” in reported concentrations. Concentration trends of daughter compounds associated with PCE, such as TCE, 1,1-DCE, and vinyl chloride, are expected to demonstrate unstable or even increasing trends as PCE degrades naturally in both GWBUs. ***Results of Mann-Kendall Statistical Tests and graphs depicting COC concentrations vs. time are provided on the following pages.*** ESE believes groundwater impacts are stable to declining based upon the fact that the apparent source (former acetone UST) has been removed, as well as Mann-Kendall Statistical Test results and analysis of COC concentration trends in both Upper and Lower GWBU monitor wells.

**State of Wisconsin
Department of Natural Resources**

**Mann-Kendall Statistical Test
Form 4400-215 (2/2001)**

Remediation and Redevelopment Program

Notice: This form is the DNR supplied spreadsheet referenced in Appendices A of Comm 46 and NR 746, Wis. Adm. Code. It is provided to consultants as an optional tool for groundwater contaminant trend analysis to support site closure requests under s. Comm 46.07, Comm 46.08, NR 746.07, NR 746.08, Wis. Adm. Code. Use this form or a manual method when seeking case closure under those rules. Earlier versions of this form should not be used.

Instructions: Do not change formulas or other information in cells with a blue background, only cells with a yellow background are used for data entry. To use the spreadsheet, provide at least four rounds and not more than ten rounds of data that is not seasonally affected. Use consistent units. The spreadsheet contains several error checks, and a data entry error may cause "DATA ERR" or "DATE ERR" to be displayed. Dates that are not consecutive will show an error message and will not display the test results. The spreadsheet tests the data for both increasing and decreasing trends at both 80 percent and 90 percent confidence levels. If a declining trend is present at 80 percent but not at 90 percent, a site is still eligible for closure under Comm 46 and NR 746 provided that other conditions in those rules are met. If an increasing or decreasing trend is not present, an additional coefficient of variation test is used to test for stability, as proposed by Wiedemeier et al, 1999. For additional information, refer to the Interim Guidance on Natural Attenuation for Petroleum Releases, dated October 1999. Refer to the guidance for recommendations on data entry for non-detect values.

Site Name = **Tideland Signal** BRRTS No. = **12-0094** Well Number = **MW-01**

Event Number	Compound -> Sampling Date (most recent last)	Acetone Concentration (leave blank if no data)	Benzene Concentration (leave blank if no data)	Ethylbenzene Concentration (leave blank if no data)	PCE Concentration (leave blank if no data)	Concentration (leave blank if no data)	Concentration (leave blank if no data)
1							
2							
3							
4							
5							
6	19-Jul-12	1,620.00	2.24	1.16	0.15		
7	5-Feb-13	1,010.00	1.97	1.31	0.24		
8	8-May-13	2,360.00	1.69	0.83	0.00		
9	13-Aug-13	993.00	1.59	1.03	0.00		
10	12-Nov-13	848.00	1.46	1.00	0.08		

Mann Kendall Statistic (S) =	-6.0	-10.0	-4.0	-3.0	0.0	0.0
Number of Rounds (n) =	5	5	5	5	0	0
Average =	1366.20	1.79	1.07	0.10	#DIV/0!	#DIV/0!
Standard Deviation =	629.830	0.314	0.181	0.103	#DIV/0!	#DIV/0!
Coefficient of Variation(CV)=	0.461	0.175	0.170	1.080	#DIV/0!	#DIV/0!

Error Check, Blank if No Errors Detected n<4 n<4

Trend ≥ 80% Confidence Level	DECREASING	DECREASING	No Trend	No Trend	n<4	n<4
Trend ≥ 90% Confidence Level	No Trend	DECREASING	No Trend	No Trend	n<4	n<4

Stability Test, If No Trend Exists at 80% Confidence Level	NA	NA	CV ≤ 1 STABLE	CV > 1 NON-STABLE	n<4	n<4
--	----	----	--------------------------	---------------------------------	-----	-----

Data Entry By = **D.H.** Date = **20-Nov-13** Checked By = **T.O.**

**State of Wisconsin
Department of Natural Resources**

**Mann-Kendall Statistical Test
Form 4400-215 (2/2001)**

Remediation and Redevelopment Program

Notice: This form is the DNR supplied spreadsheet referenced in Appendices A of Comm 46 and NR 746, Wis. Adm. Code. It is provided to consultants as an optional tool for groundwater contaminant trend analysis to support site closure requests under s. Comm 46.07, Comm 46.08, NR 746.07, NR 746.08, Wis. Adm. Code. Use this form or a manual method when seeking case closure under those rules. Earlier versions of this form should not be used.

Instructions: Do not change formulas or other information in cells with a blue background, only cells with a yellow background are used for data entry. To use the spreadsheet, provide at least four rounds and not more than ten rounds of data that is not seasonally affected. Use consistent units. The spreadsheet contains several error checks, and a data entry error may cause "DATA ERR" or "DATE ERR" to be displayed. Dates that are not consecutive will show an error message and will not display the test results. The spreadsheet tests the data for both increasing and decreasing trends at both 80 percent and 90 percent confidence levels. If a declining trend is present at 80 percent but not at 90 percent, a site is still eligible for closure under Comm 46 and NR 746 provided that other conditions in those rules are met. If an increasing or decreasing trend is not present, an additional coefficient of variation test is used to test for stability, as proposed by Wiedemeier et al, 1999. For additional information, refer to the Interim Guidance on Natural Attenuation for Petroleum Releases, dated October 1999. Refer to the guidance for recommendations on data entry for non-detect values.

Site Name : **Tideland Signal** BRRTS No. = **12-0094** Well Number = **MW-03**

Compound ->		PCE					
Event Number	Sampling Date (most recent last)	Concentration (leave blank if no data)					
1							
2							
3							
4							
5							
6	19-Jul-12		0.05				
7	5-Feb-13		0.04				
8	8-May-13		0.04				
9	13-Aug-13		0.03				
10	12-Nov-13		0.04				

Mann Kendall Statistic (S) =	0.0	-6.0	0.0	0.0	0.0	0.0
Number of Rounds (n) =	0	5	0	0	0	0
Average =	#DIV/0!	0.04	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Standard Deviation =	#DIV/0!	0.007	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Coefficient of Variation(CV)=	#DIV/0!	0.180	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Error Check, Blank if No Errors Detected	n<4		n<4	n<4	n<4	n<4
Trend ≥ 80% Confidence Level	n<4	DECREASING	n<4	n<4	n<4	n<4
Trend ≥ 90% Confidence Level	n<4	No Trend	n<4	n<4	n<4	n<4
Stability Test, If No Trend Exists at 80% Confidence Level	n<4	NA	n<4	n<4	n<4	n<4

Data Entry By = **D.H.** Date = **20-Nov-13** Checked By = **T.O.**

**State of Wisconsin
Department of Natural Resources**

**Mann-Kendall Statistical Test
Form 4400-215 (2/2001)**

Remediation and Redevelopment Program

Notice: This form is the DNR supplied spreadsheet referenced in Appendices A of Comm 46 and NR 746, Wis. Adm. Code. It is provided to consultants as an optional tool for groundwater contaminant trend analysis to support site closure requests under s. Comm 46.07, Comm 46.08, NR 746.07, NR 746.08, Wis. Adm. Code. Use this form or a manual method when seeking case closure under those rules. Earlier versions of this form should not be used.

Instructions: Do not change formulas or other information in cells with a blue background, only cells with a yellow background are used for data entry. To use the spreadsheet, provide at least four rounds and not more than ten rounds of data that is not seasonally affected. Use consistent units. The spreadsheet contains several error checks, and a data entry error may cause "DATA ERR" or "DATE ERR" to be displayed. Dates that are not consecutive will show an error message and will not display the test results. The spreadsheet tests the data for both increasing and decreasing trends at both 80 percent and 90 percent confidence levels. If a declining trend is present at 80 percent but not at 90 percent, a site is still eligible for closure under Comm 46 and NR 746 provided that other conditions in those rules are met. If an increasing or decreasing trend is not present, an additional coefficient of variation test is used to test for stability, as proposed by Wiedemeier et al, 1999. For additional information, refer to the Interim Guidance on Natural Attenuation for Petroleum Releases, dated October 1999. Refer to the guidance for recommendations on data entry for non-detect values.

Site Name : **Tideland Signal** BRRTS No. = **12-0094** Well Number = **MW-04**

Compound ->		TCE	PCE				
Event Number	Sampling Date (most recent last)	Concentration (leave blank if no data)					
1							
2							
3							
4							
5							
6	19-Jul-12	0.01	0.00				
7	5-Feb-13	0.01	0.00				
8	8-May-13	0.00	0.00				
9	13-Aug-13	0.00	0.01				
10	12-Nov-13	0.00	0.00				

Mann Kendall Statistic (S) =	-5.0	3.0	0.0	0.0	0.0	0.0
Number of Rounds (n) =	5	5	0	0	0	0
Average =	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Standard Deviation =	0.002	0.002	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Coefficient of Variation(CV)=	0.400	0.551	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

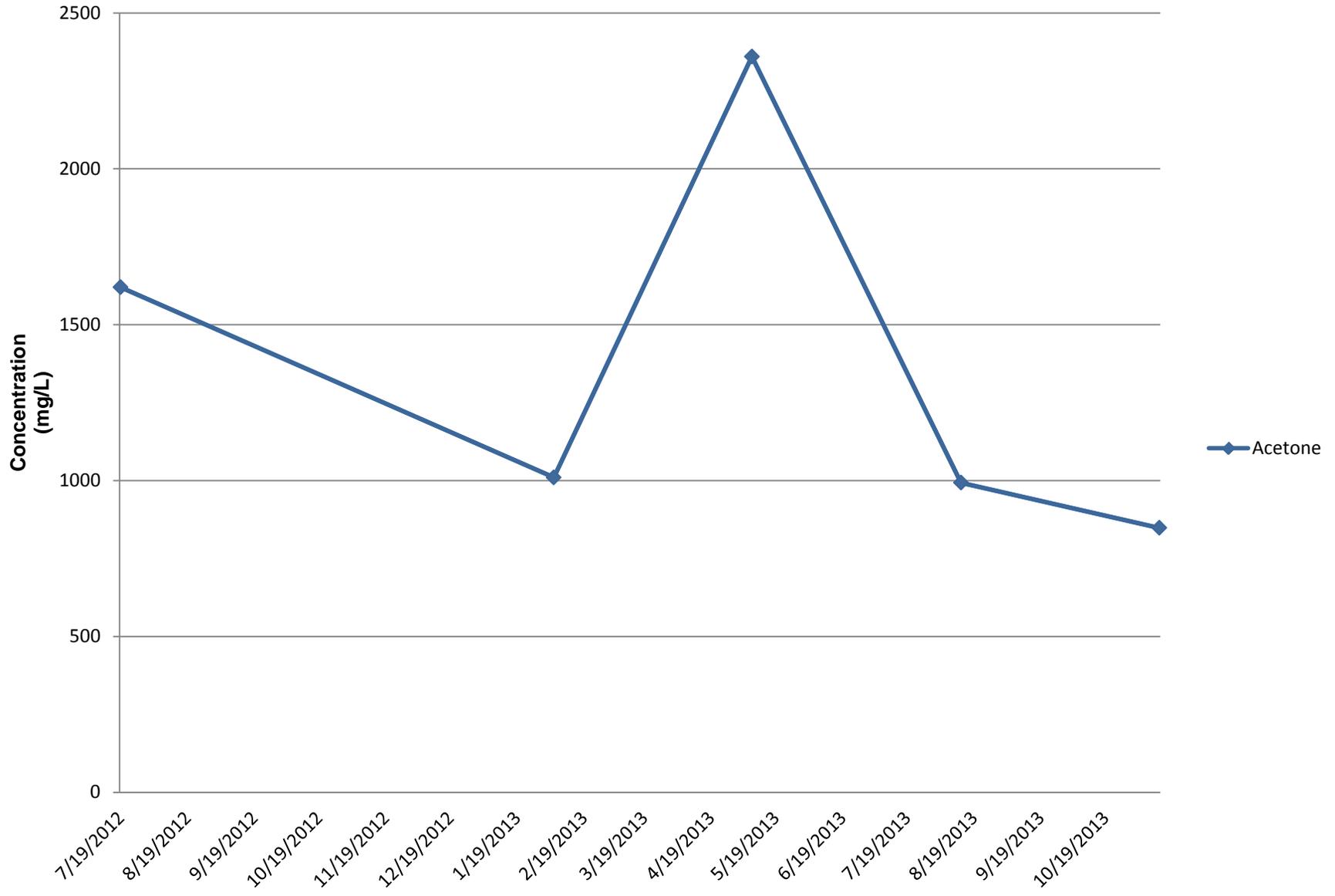
Error Check, Blank if No Errors Detected n<4 n<4 n<4 n<4

Trend ≥ 80% Confidence Level	DECREASING	No Trend	n<4	n<4	n<4	n<4
Trend ≥ 90% Confidence Level	No Trend	No Trend	n<4	n<4	n<4	n<4

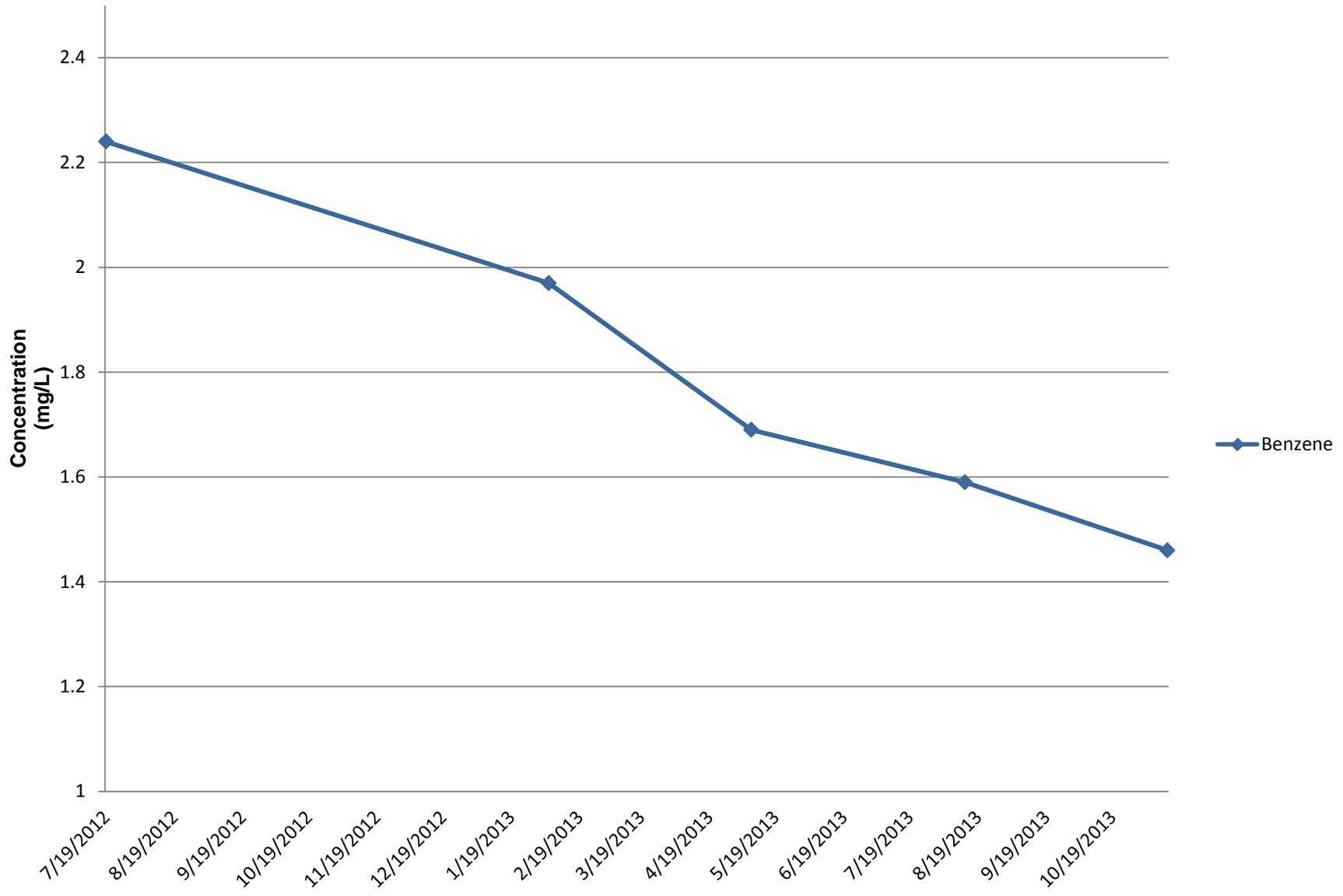
Stability Test, If No Trend Exists at 80% Confidence Level	NA	CV ≤ 1 STABLE	n<4	n<4	n<4	n<4
--	----	--------------------------	-----	-----	-----	-----

Data Entry By = **D.H.** Date = **20-Nov-13** Checked By = **T.O.**

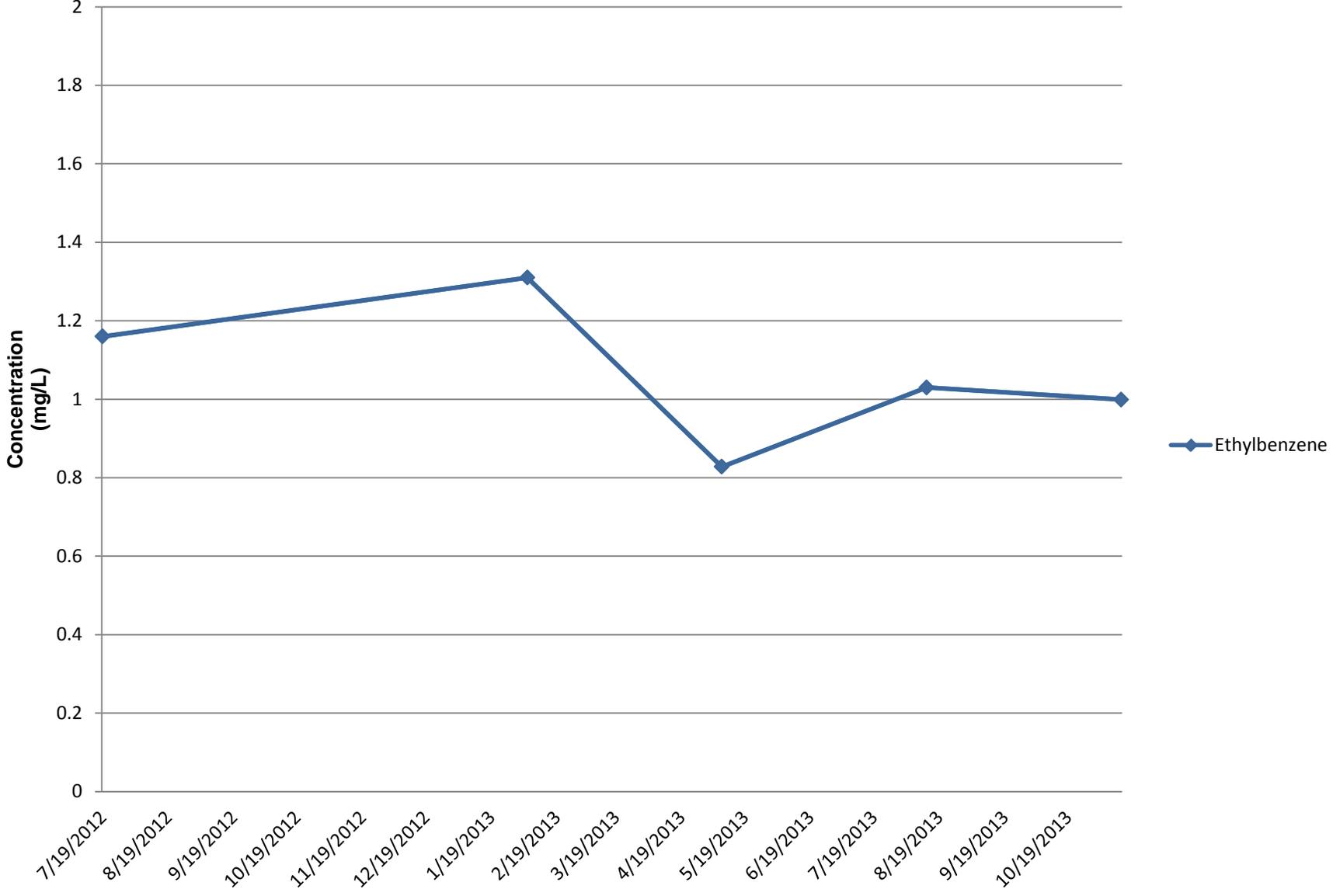
MW-01
Concentration of Acetone vs Time



MW-01 Concentration of Benzene vs Time



MW-01
Concentration of Ethylbenzene vs Time



MW-01 Concentration vs Time

