

STATE OF TEXAS

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COUNTY OF LUBBOCK

PERFORMANCE AGREEMENT

This Performance Agreement (the "**Agreement**") is made effective on August 27, 2025 by and between LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas non-profit corporation (hereinafter referred to as "**LEDA**") and SUPPLY PROPERTIES III, LLC, a Georgia limited liability company (hereinafter referred to as "**Recipient**"), by and through their duly authorized officers and affiliate organizations under the terms and conditions that follow.

1. Applicable Law

It is understood by and between the parties that the term "**Act**," as used herein, is intended to mean the Development Corporation Act of 1979, as amended. (Sec 501.001 *et seq*, Local Government Code, formerly Sec 5190.6, VACS.) The parties hereto covenant and agree to comply with the terms of the Act applicable to this Agreement.

2. Parties

LEDA, a Texas non-profit corporation and tax-exempt organization under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, was created by the City of Lubbock, Texas ("**City**"), as an Industrial Development Corporation under the Act for the purpose of creating and retaining positions and encouraging new businesses to be established in Lubbock, Texas, to stimulate business and commercial activities, as well as all other purposes allowed by the Act.

Recipient, a Georgia limited liability company authorized to do business in the State of Texas, is contemplating the development and construction of a new 85,000 square foot distribution facility and vehicle maintenance building in the Lubbock Business Park (NAICS 493120) (the "**Project**"). The Project is expected to create 80 new full-time jobs with a total annual compensation of \$4,800,000 within five (5) years of Recipient's receipt of a Certificate of Occupancy. Recipient's capital investment in the Project, excluding compensation paid to its employees, is projected to be \$50,000,000.

3. Purpose

The purpose of this Agreement is to memorialize the terms and conditions of the economic incentives offered by LEDA in connection with the Project and specifically state the covenants, representations, and duties of the parties, and the parties' commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the Board of Directors of LEDA as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction although payments thereunder may be divided into multiple installments as annually earned. A default by Recipient beyond applicable notice and cure periods may constitute a breach of the entire Agreement and terminate any further commitments by LEDA.

4. **Definitions**

- A. “**Act**” is defined to mean the Development Corporation Act of 1979, as amended, as Sec 501.001 *et seq*, Local Government Code, formerly Sec 5190.6, VACS.
- B. “**Affiliate**” shall mean any entity controlling Recipient, controlled by Recipient, or under common control with Recipient.
- C. “**Broker**” shall refer to CBRE, Inc.
- D. “**Broker Fee**” shall mean the amount LEDA is to pay the Broker at Closing.
- E. “**Capital Investment Incentive**” is defined as LEDA’s commitment to pay Recipient \$1,200,000 over a three (3) year period in exchange for Recipient’s capital investment in the Project. The Capital Investment Incentive is subject to the terms and conditions set forth in Section 7 of this Agreement.
- F. “**CBRE, Inc.**” is the real estate broker representing Recipient in connection with Recipient’s acquisition of the Property.
- G. “**Baseline Employment Level**” is defined to mean the employee Census on the day preceding the Term of this Agreement; the parties agree that because the Project is the construction of a new facility, the Baseline Employment Level shall be zero.
- H. “**Census**” is defined as a compilation listing inclusive of employee names, addresses, dates of hire, dates of termination, positions, base pay, and an indication of full-time or part-time status, which shall be made available to LEDA’s third-party accountant for the purposes of reviewing and assessing Recipient’s performance obligations under this Agreement.
- I. “**Closing**” shall mean the process by which LEDA and Recipient execute the legal agreements necessary for LEDA to convey title of the Property to Recipient.
- J. “**Closing Date**” is defined as the date on which title to the Property is conveyed from LEDA to Recipient.
- K. “**COO Date**” shall mean the date on which the City issues a Certificate of Occupancy for the Project.
- L. “**Job Creation Incentive**” is defined as LEDA’s commitment to pay Recipient up to \$400,000 (\$5,000 per Primary Job) for Primary Jobs created and maintained within the first five years of the Measurement Period. The Job Creation Incentive is subject to the terms and conditions set forth in Section 7 of this Agreement.
- M. “**Layoff**” is defined as an event, due to adverse or changing business conditions, resulting in the loss of employment and shall exclude loss of employment due to

casualty at the Project if the Recipient chooses to rebuild the Project. Employees meeting this definition shall have lost their jobs through no fault of their own.

- N. **“Measurement Period”** shall mean the five (5) year period used to determine the Job Creation Incentive, and the subsequent periods to measure the number of maintained jobs, provided further:
- i. Year 1 shall begin on the COO Date and end on the day preceding the first anniversary of the COO Date.
 - ii. Year 2 shall begin on the first anniversary of the COO Date and end on the day preceding the second anniversary of the COO Date.
 - iii. Year 3 shall begin on the second anniversary of the COO Date and end on the day preceding the third anniversary of the COO Date.
 - iv. Year 4 shall begin on the third anniversary of the COO Date and end on the day preceding the fourth anniversary of the COO Date.
 - v. Year 5 shall begin on the fourth anniversary of the COO Date and end on the day preceding the fifth anniversary of the COO Date.
 - vi. Year 6 shall begin on the fifth anniversary of the COO Date and end on the day preceding the sixth anniversary of the COO Date.
 - vii. Year 7 shall begin on the sixth anniversary of the COO Date and end on the day preceding the seventh anniversary of the COO Date.
 - viii. Year 8 shall begin on the seventh anniversary of the COO Date and end on the day preceding the eighth anniversary of the COO Date.
 - ix. Year 9 shall begin on the eighth anniversary of the COO Date and end on the day preceding the ninth anniversary of the COO Date.
 - x. Year 10 shall begin on the ninth anniversary of the COO Date and end on the day preceding the tenth anniversary of the COO Date.
- O. **“Payback Provisions”** shall mean the provisions herein relating to the forfeiture of any unpaid incentives in accordance with the terms of this Agreement, as well as the Recipient’s payment obligations as described in Section 9.
- P. **“Primary Job”** (as defined in the Act) shall include all individuals employed full-time by Recipient at the Property.
- Q. **“Project”** shall mean the development and construction of a new distribution facility on the Property.

- R. **“Property”** shall mean the real property identified and more accurately described in Exhibit A.
- S. **“Purchase and Sale Agreement”** shall mean that certain Purchase and Sale Agreement by and between LEDA, as seller, and Recipient, as purchaser.
- T. **“Stipulated Property Value”** shall mean the stipulated value of the Property at the time of conveyance.
- U. **“Term”** as used herein, shall begin on the Closing Date and continue for a period of ten (10) years thereafter.

5. Representations by Recipient

- A. Recipient represents that it will utilize the job creation and capital expenditure incentives provided towards costs involved and associated with the Project, and that it will utilize the land incentive for the development of the facilities involved and associated with the Project as contemplated herein; provided, however, Recipient shall not be obligated to maintain records tracing the flow of specific incentive funds to specific expenditures.
- B. Recipient represents that it is authorized to do business in Texas and has authorization to enter into this Agreement on Recipient’s behalf.
- C. Recipient represents that it has sought economic assistance from LEDA in connection with the Project.
- D. Recipient represents that it has conferred with attorneys of its own choosing and is fully knowledgeable of the terms of the Act and understands the reporting requirements of the Act, as well as all conditions precedent and subsequent as required to be eligible for the incentives offered by LEDA.
- E. Recipient agrees to provide a job creation census (**“Census”**) to LEDA or LEDA’s designated accounting representative in the form and manner specified in Section 7(B)(ii)(1).
- F. Recipient understands and agrees that any variations as to any term of this Agreement or any terms or conditions of the incentives as stated must be mutually agreed to in a written amendment to this Agreement.

6. Representations by LEDA

- A. LEDA represents that it was established as an Industrial Development Corporation under the Act and that the Board of Directors of LEDA, sitting as fact finders, have determined the Project to be in compliance with the requirements and purposes of

the Act, the provisions of LEDA's charter, as well as for the benefit of the City, Lubbock County, Texas, and trade area.

- B. LEDA represents that it has authority to enter into this Agreement. LEDA understands and agrees that any variation in terms of this Agreement or the incentives offered to Recipient or commitment by Recipient will only be binding if mutually agreed to in writing.

7. **Incentives**

A. **Conveyance of the Property**

- i. LEDA shall convey the Property (excluding any previously reserved oil, gas, or other mineral rights not owned by LEDA), as is more particularly described in Exhibit A, pursuant to the terms and conditions set forth in the Purchase and Sale Agreement.
- ii. The Property shall be conveyed at no cost to Recipient and shall be subject to the following right of reversion to be included in the Special Warranty Deed:

It is expressly agreed that if Grantee fails to commence site development activities on the Property within twelve (12) months after the Effective Date of this Special Warranty Deed or commence construction of the Project as defined in the Performance Agreement within eighteen (18) months from the Effective Date of this Special Warranty Deed, subject to any delays caused by Grantor or any other governmental authority, including the City of Lubbock, Texas, or any force majeure event (as defined in the Performance Agreement), and thereafter pursue construction of the facility in a commercially reasonable manner to substantial completion, as reflected by the submission of an application for a Certificate of Occupancy from the City of Lubbock, Texas, within thirty (30) months after the Effective Date of this Special Warranty Deed, then Grantor shall have the right, if Grantee fails to cure such failure within sixty (60) days after receiving written notice from Grantor, to enter and take back possession of the Property; provided, however, notwithstanding the foregoing, Grantor shall have no right to enter and take back possession of the Property once Grantee commences construction of the Project, but Grantor shall have a right of first refusal to purchase the Property in the event Grantee receives a bona fide, third party offer to purchase the Property between the date on which Grantee commences construction of the Project and the date on which Grantee submits an application for a Certificate of Occupancy from the City of Lubbock, Texas. Such right of first refusal shall no longer be of any force or effect upon Grantee's submittal of an application for a Certificate of Occupancy from the City of Lubbock, Texas.

- iii. For the purposes of this Section and the Special Warranty Deed, the

commencement of site development activities shall mean the commencement of grading activities for the Project, the commencement of construction shall mean the commencement of pouring footings for the Project, and the effective date of the Special Warranty Deed shall be the date on which it is recorded in Lubbock County, Texas.

- iv. The Property will be conveyed subject to the covenants, restrictions, and rules of the Lubbock Business Park recorded at Document No. 2007000124 of the Official Public Records of Lubbock County, Texas (the "**Records**"), as amended by Document No. 2007031921 of the Records, and as further amended by Document No. 2011022487 of the Records (collectively, "**Restrictions of Lubbock Business Park**"), and the Limited Surface Agreement dated May 18, 2017. Recipient and their successors in interest, if any, in their respective capacities, shall comply with such Restrictions of Lubbock Business Park in respect of their use and enjoyment of the Property, attached hereto as Exhibit B.
- v. The fair market value of the Property at the time of conveyance ("**Closing**") is stipulated to be \$1,950,000 (\$130,000 per acre) ("**Stipulated Property Value**"). Subject to the Payback Provisions set forth in Section 9, it is acknowledged and understood that the Property will be conveyed to Recipient for no monetary consideration.
- vi. LEDA and Recipient acknowledge that Broker has, on behalf of Recipient, acted as the only broker in connection with the sale of the Property. At Closing, and only in the event of the Closing, LEDA will pay the Broker a real estate sales commission equal to six percent (6%) of the Stipulated Property Value ("**Broker Fee**"). If this transaction is not consummated for any reason, then no commission is earned and none is payable. LEDA will indemnify Recipient against any claim for any real estate sales commission, finder's fees, or like compensation in connection with this transaction and arising out of any act or agreement of LEDA, including any claims asserted by the Broker. Likewise, Recipient will indemnify LEDA against any claim for any real estate sales commission, finder's fees, or like compensation in connection with this transaction and arising out of any act or agreement of Recipient, other than any claims asserted by the Broker. The indemnity obligations set forth in this Section 7 will survive the Closing or any termination of this Agreement.
- vii. As Is Provision.

The Property is conveyed to Recipient subject to the following "as is" provision, which provision will be in the Special Warranty Deed:

THIS CONVEYANCE IS AN ARMS-LENGTH CONVEYANCE BETWEEN THE PARTIES. THE CONVEYANCE WAS BARGAINED

ON THE BASIS OF AN AS IS, WHERE IS TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY STATED IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT BETWEEN THE PARTIES ("**PERFORMANCE AGREEMENT**") AND THE PURCHASE AND SALE AGREEMENT BETWEEN THE PARTIES (SUBJECT TO ANY LIMITATIONS ON SUCH REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AND SALE AGREEMENT, IF ANY).

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY STATED IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT AND THE PURCHASE AND SALE AGREEMENT (SUBJECT TO ANY LIMITATIONS ON SUCH REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AND SALE AGREEMENT, IF ANY), THE PROPERTY IS CONVEYED TO GRANTEE IN AN AS IS, WHERE IS CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE DISCLAIMED, EXCEPT THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT AND THE PURCHASE AND SALE AGREEMENT (SUBJECT TO ANY LIMITATIONS ON SUCH REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AND SALE AGREEMENT, IF ANY).

GRANTEE SPECIFICALLY ACKNOWLEDGES THAT BY ACQUIRING THE PROPERTY, GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM LEDA, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, OTHER THAN THOSE SET FORTH IN THE PERFORMANCE AGREEMENT AND THE PURCHASE AND SALE AGREEMENT (SUBJECT TO ANY LIMITATIONS ON SUCH REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AND SALE AGREEMENT, IF ANY).

B. Job Creation Incentive

- i. LEDA agrees to pay Recipient \$5,000 for each Primary Job created within the first five years and maintained through the Term of this Agreement . The aggregate amount of such payments shall not exceed \$400,000.
- ii. LEDA's obligation to pay Recipient the Job Creation Incentive is subject to

the following rules, terms, and conditions:

1. Recipient shall provide a Census, i.e., the name, address, hire date, termination date (if applicable), role/position, base pay, and an indication of full-time or part-time status associated with each Primary Job to LEDA or LEDA's designated third-party accounting representative on an annual basis and within 60 days following the end of each of the first five years of the Measurement Period.
2. For each Primary Job reported in the Census, Recipient shall be paid one-fifth of the earned Job Creation Incentive on an annual basis following LEDA's receipt of the Census and within 15 days of the completion of LEDA's, or its designated representative's, yearly review and approval process associated with the Job Creation Incentive.
3. LEDA agrees to maintain, and cause its designated representative to maintain, the confidentiality of Recipient's employee records and any other information received from Recipient pursuant to this Agreement that is entitled to protection from disclosure under the Texas Public Information Act.
4. Recipient's intent is to create at least 80 Primary Jobs ("**Target Primary Jobs**") in order to qualify for the maximum Jobs Creation Incentive of \$400,000. Should Recipient fail to create and maintain its Target Primary Jobs during any year or years of the Term, but ultimately create and maintain all of its Target Primary Jobs, LEDA shall, at its discretion, have the right to allow incentives for all Target Primary Jobs.

C. Capital Investment Incentive

- i. LEDA agrees to pay Recipient up to \$1,200,000 to incentivize Recipient's capital investment in the Project (the "**Capital Investment Incentive**").
- ii. LEDA shall pay Recipient the Capital Investment Incentive in the manner described below and within 30 days of Recipient's satisfaction of the conditions precedent for each payment.
 1. Payment 1: \$400,000 following LEDA's receipt of the Recipient's Certificate of Occupancy for the Project, and verification of Recipient's actual capital investment in the form and manner specified in Section 9(B); and
 2. Payment 2: \$400,000 following LEDA's receipt of Recipient's written verification of its continued business operations within the City as of

the first anniversary of the COO Date; and

3. Payment 3: \$400,000 following LEDA's receipt of Recipient's written verification of continued business operations within the City as of the second anniversary of the COO Date.

8. Conditions for Payment of Incentives

It is specifically agreed and understood that LEDA has agreed to make incentives available to Recipient strictly upon the following terms and conditions:

- A. Any use of LEDA's name for publicity in connection with Recipient's business or activities must be approved in advance by LEDA. Other than as required by the Texas Public Information Act or other applicable law, any use of Recipient's or its Affiliate's name, logos, or trademarks for publicity in connection with LEDA's operations must be approved in advance by Recipient; provided, however, that the following uses shall not require Recipient's preapproval, so long as such use or uses occur after Recipient or its Affiliate holds a joint press conference with LEDA to introduce the Project to the public or Recipient or its Affiliate otherwise makes an affirmative announcement to introduce the Project to the public: (i) placement of Recipient's or its Affiliate's name on a LEDA-branded Lubbock Business Park map, (ii) the use of Recipient's or its Affiliate's name, logos, or trademarks in presentations to community groups in an effort to educate the community about the positive impact economic development projects have on the region, (iii) the use of Recipient's or its Affiliate's name in Lubbock City Council meetings, LEDA board meetings, and LEDA's Economic Forecast Luncheon in an effort to highlight LEDA's recent economic development activities and wins in the City of Lubbock, and (iv) the use of Recipient's or its Affiliate's name in media outreach provided LEDA (a) notifies Recipient or its Affiliate at least two business days prior to engaging in such media outreach and (b) includes in its notification to Recipient or its Affiliate the expected strategy for and substance of the contemplated communication. For the purposes of this Agreement, "media outreach" shall mean any proactive or reactive communication involving Recipient's or its Affiliate's name or business activities initiated for the purpose of engaging external media channels – including, but not limited to, press releases, interviews, social media posts, blog articles, podcasts, or other public-facing content – to promote or generate publicity about the Project, LEDA's operations, or Recipient's or its Affiliate's business activities through the use of journalists, editors, influencers, or media organizations.
- B. Recipient shall have delivered to LEDA evidence of its authority for the execution and performance of this Agreement, as well as timely delivery of all other information as is expressly required herein.
- C. During the Term of this Agreement, Recipient must continue to operate the Project as a distribution center in the City or Lubbock County.

- D. During the Term of this Agreement, Recipient must actively pursue the construction of the Project, as specified in Section 7(A), and must maintain its legal status under federal and state law such that it remains qualified to do business in the State of Texas.
- E. The operations or activities of Recipient and its employees shall be performed and conducted in a professional and businesslike manner in accordance with applicable federal, state, and local laws and regulations.
- F. Recipient certifies that the Recipient does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Recipient is convicted of a violation under 8 U.S.C. § 1324(a) and all rights of appeal have been exhausted, Recipient shall repay the amount of the public subsidy provided under this Agreement, with interest at the legal pre-judgment interest rate, with attorney's fees, not later than the 120th day after the date LEDA notifies Recipient of the violation.
- G. Recipient will notify LEDA in writing within thirty (30) days of any lay-off or reduction in workforce at the Project site exceeding 20% of the existing workforce at the Project site ("**Layoff**"). Such notification must include the number of employees being laid off, their job titles, the reasoning for the lay-off, and what Recipient is doing to assist the laid off employees. Likewise, if an announcement is made that the Recipient is closing its doors and ceasing business operations during LEDA's review of the performance requirements associated with the Job Creation Incentive, LEDA, in its sole discretion, may elect to suspend payments to Recipient.

9. Payback Provisions

- A. Recipient acknowledges that LEDA and Recipient are required to remain in conformance with the statutory provisions of the Act. The parties hereto agree that in the event Recipient fails to comply with any material provision of this Agreement, including but not limited to Sections 5(E), 8(C), 8(D), and 8(E), LEDA, in its sole discretion, may terminate this Agreement and permanently suspend all future payments to Recipient. LEDA may not terminate this Agreement unless (i) LEDA provides a written default notice to Recipient specifying a default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence of an event of force majeure or (y) cured by Recipient within sixty (60) days after the delivery of the default notice, or if such failure cannot be cured within such sixty (60)-day period, Recipient shall have such additional time to cure such default as is reasonably necessary as long as Recipient has commenced remedial action to cure such failure and continues to diligently and timely pursue the completion of such remedial action. Notwithstanding the preceding, if any default arises from a violation of law

resulting from a change in law or a change in the interpretation or enforcement of law by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to minimize the effect of such default prepared by the defaulting party and delivered to the other party. If Recipient believes that any alleged termination is improper, Recipient may file suit in the proper court challenging such termination.

- B. It is acknowledged and understood that Recipient's projected capital investment of \$50,000,000 was a factor in LEDA's decision to grant Recipient incentives for the Project. As such, if Recipient's actual capital investment is significantly lower (20% or greater) than its projected capital investment, LEDA may require Recipient to pay LEDA \$80,000 for every \$1,000,000 of capital investment below \$40,000,000 of actual capital investment, provided that the total amount Recipient must pay back shall not exceed the total amount of Capital Investment Incentive Recipient actually received. If Recipient certifies to LEDA that it has completed its actual capital investment before the Capital Investment Incentive has been fully paid, in lieu of Recipient paying to LEDA the amount specified in the preceding sentence, LEDA may reduce the Capital Investment Incentive paid to Recipient by such amount. Recipient's capital investment will be measured using documentation of all hard and soft design, development, and construction costs incurred and capitalized to the Project including the costs associated with the acquisition and installation of real and business personal property.
- C. Conditions Relating to the Conveyance of the Property

In the event Recipient abandons or vacates the Property within seven (7) years from the date of LEDA's conveyance to Recipient:

- i. Recipient shall pay to LEDA, within one year from the date that Recipient vacates the Property, the sum of \$295,285 multiplied by the number of full years left on the seven (7) year term after Recipient vacates the Property; provided, however, that no such payment shall be required in the event that a future owner or tenant of the Property commences operations on the Property within one (1) year of the date that Recipient vacates the Property, and such future tenant employs at least fifty (50) employees.
- ii. The Recipient (including any future owner(s) of the Property) shall have the right to freely sell the Property (at any time) and/or lease the Property (after Recipient abandons or vacates the Property), provided, however, that it is understood that the Property may only be used in a manner that satisfies the use restrictions of the Restrictions of Lubbock Business Park, is included in one of the North American Industry Classification System ("NAICS") sectors described in Section 501.002(12) of the Texas Local Government Code in effect on the date of this Agreement or as such list of sectors may be expanded from time-to-time, and described in Section 501.101(2) of the Texas Local

Government Code in effect on the date of this Agreement or as such list of sectors may be expanded from time-to-time. These use restrictions shall be restrictions contained in the deed from LEDA to Recipient and shall run with the land.

10. Assignment

The rights and privileges granted to the Recipient pursuant to this Agreement are not assignable or transferable without the prior written consent of LEDA, which shall not be unreasonably withheld, conditioned, or delayed; provided however, that notwithstanding anything herein contained to the contrary, Recipient may, without LEDA's consent, assign or transfer all or any portion of its interest in this Agreement to either (i) Supply Properties III, LLC, a Georgia limited liability company, or (ii) any firm, person, corporation, partnership or other entity now or hereafter controlled by, in control of, or under common control with Recipient, or in which any one or more members of the Cathy Family have an individual or collective ownership interest equal to or greater than fifty percent (50%). The lineal descendants of S. Truett Cathy and Jeanette McNeil Cathy, and the spouses of such lineal descendants constitute members of the Cathy Family. The term "control" and its correlatives shall mean the power to direct the management and policies of the specified entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise. With respect to assignments for which LEDA's consent is not required, Recipient's assignment of this Agreement shall be final only after the execution of a formal assignment document between Recipient and the assignee and the delivery of notice of the execution of such assignment agreement to LEDA, which assignment shall not materially alter the provisions of this Agreement. With respect to assignments for which LEDA's consent is required, Recipient's assignment of this Agreement shall be final only after the execution of a new Performance Agreement upon substantially similar terms between LEDA and the assignee.

11. No Privity of Endeavor or Joint Venture

It is specifically agreed that there shall be no privity of endeavor or joint venture whatsoever between LEDA and Recipient and the sole connection between the parties is the contribution of the economic assistance by LEDA under the restricted conditions as set forth herein and that such contributions as stated herein are for the sole purposes as set forth herein and it shall in no way be construed as a continuing basis of financial support by LEDA to Recipient. The parties hereto have entered into this Agreement in an arms-length transaction. No agency relationship or fiduciary relationship is intended to be created by this Agreement and no such relationship shall be determined to exist.

12. Good Faith – Normal Business Operations

The parties agree that this Agreement has been entered into in good faith and that each party shall act in good faith in complying with its provisions. The parties further agree to transact all their business under and that which relates to this Agreement in accordance with their normal business operations.

13. Miscellaneous Provisions

A. Notices. Notices given pursuant to this Agreement will be effective only if in writing and delivered (i) in person, (ii) by courier, (iii) by reputable overnight courier guaranteeing next business day delivery, (iv) if sent on a business day during the business hours of 9:00 a.m. until 7:00 p.m., eastern time, via email, with a copy to follow by reputable overnight courier guaranteeing next business day delivery, or (v) by United States certified mail, return receipt requested. All notices will be directed to the other party at its address provided below or such other address as either party may designate by notice given in accordance with this Section 13. Notices will be effective (i) in the case of personal delivery or courier delivery, on the date of delivery, (ii) if by overnight courier, one (1) business day after deposit with all delivery charges prepaid, (iii) if by email, on the date of delivery, provided that a copy of the notice is sent as required above, and (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. The notice addresses for LEDA and Recipient are as follows:

If to LEDA: Lubbock Economic Development Alliance, Inc.
ATTN: John Osborne
1500 Broadway, Suite 600
Lubbock, Texas 79401
PHONE: (806) 749-4500
EMAIL: John@marketlubbock.org

With a copy to LEDA's
counsel: Underwood Law Firm
ATTN: Ann Manning
1111 West Loop 289
Lubbock, Texas 79416
PHONE: (806) 793-1711
EMAIL: ann.manning@uwlaw.com

If to Recipient: c/o Chick-fil-A, Inc.
ATTN: Hillyer Bentley
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 305-4566
EMAIL: hillyer.bentley@cfacorp.com

With a copy to: c/o Chick-fil-A, Inc.
ATTN: Legal Department – Real Estate
5200 Buffington Road
Atlanta, Georgia 30349
EMAIL: cfalegalnotice@chick-fil-a.com

- B. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, including, without limitation, the provisions of Section 11 of this Agreement, nothing in this Agreement shall or may be deemed to be or shall or may be construed to be, a waiver or relinquishment of any immunity, defense or tort limitation to which LEDA and the City, its elected officials, its officers, employees, representatives and agents are or may be entitled, including without limitation, any waiver of immunity suit.
- C. Venue; Governing Law. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in the City of Lubbock, Lubbock County, Texas. Exclusive venue for any action, cause of action, lawsuit, or other proceeding under or in connection with this Agreement shall be and lie in Lubbock County, Texas and the parties hereby submit themselves to the jurisdiction thereof; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof. Recipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action, or proceeding, any claim that (i) it is not subject to such venue or the jurisdiction of the courts of Lubbock County, Texas, (ii) the suit, action, or proceeding is brought in an inconvenient forum or (iii) the venue of the suit, action or proceeding is improper.
- D. Entire Agreement. This instrument constitutes the entire agreement between the parties hereto and neither this Agreement nor any Exhibits attached hereto, if any, may be altered, changed, or amended in any respect except by an instrument in writing duly executed by both parties.
- E. Partial Invalidity. In the event any portion of this Agreement is found or declared to be invalid for any reason, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties. The parties agree that it is their intent for this Agreement to be determined as being an indivisible obligation of the parties.
- F. Binding Effect. This Agreement shall be binding upon the undersigned, their successors and assigns, subject to the express terms of this Agreement concerning assignment. Notwithstanding the foregoing and for the avoidance of doubt, the obligations of the parties during the Term are conditioned on the occurrence of the Closing pursuant to the Purchase and Sale Agreement.
- G. Force Majeure. LEDA shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of force majeure. If the performance or satisfaction of an obligation under this Agreement is delayed by reason of strike, riots, shortages of labor, materials, supplies, or transportation, any default of a contractor or subcontractor engaged by Recipient in connection with the Project, war, civil commotion, unusual weather, an act of God, governmental restrictions, regulations, or interference, fire or other

casualty, or any other circumstances beyond a party's control, the duty to perform or otherwise satisfy such obligation shall be extended by the amount of time of such delay. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and the affected party shall not be required to settle strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.


- H. Execution. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.
- I. Estoppel Certificates. Each party on written request from the other party shall provide an estoppel certificate that shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining Term, and (iii) such other matters as may be agreed upon by the parties, a party's consent to inclusion of other matters not to be unreasonably withheld. A party shall provide the estoppel certificate or an explanation of why the party is not willing to provide the certificate within thirty (30) days of receiving a request.
- J. Notices. Notwithstanding that LEDA is not a governmental entity, to the extent required by law, the parties hereby give the following notices:
- i. No Boycott. In accordance with Section 2271.002 of the Texas Government Code, Recipient verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
 - ii. Not a Listed Company. In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that Recipient is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - iii. No Firearms Boycott. To the extent Texas Government Code Chapter 2274 applies to this Agreement, Recipient represents that: (i) Recipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) Recipient will not discriminate during the Term against a firearm entity or firearm trade association.
 - iv. No Energy Company Boycott. To the extent Texas Government Code Chapter 2276 applies to this Agreement, Recipient represents that: (i) Recipient does not boycott energy companies; and (ii) Recipient will not boycott energy companies during the Term of this Agreement.

/SIGNATURES TO COMMENCE ON THE FOLLOWING PAGE/

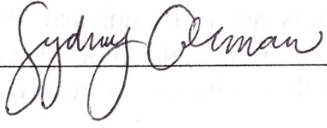
LEDA executed this Agreement on this 27th day of August, 2025.

LEDA

LUBBOCK ECONOMIC DEVELOPMENT
ALLIANCE, INC., a Texas non-profit
corporation

By: 
Name: John Osborne
Title: CEO and President

ATTEST:



RECIPIENT executed this Agreement on this _____ day of 8/25/2025 | 1:10 PM PDT, 2025.

RECIPIENT

SUPPLY PROPERTIES III, LLC,
a Georgia limited liability company

By: Chick-fil-A, Inc., a Georgia
corporation, its sole member

DocuSigned by:
Mike Hazelton
By: _____
Name: Michael A. Hazelton
Title: Vice President

EXHIBIT A

LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION OF THE PLAT LIMITS OF LOT 3, LUBBOCK BUSINESS PARK, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS HAVING A TOTAL OF 18.744 ACRES AND LOCATED IN SECTION 7, BLOCK A, LUBBOCK COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT DESCRIBED IN INSTRUMENT #2006037689 AND DESCRIBED IN DEDICATION DEED AS LOT 3, LUBBOCK BUSINESS PARK, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS IN INSTRUMENT #2008013697 OF THE LUBBOCK COUNTY CLERK'S RECORDS AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP SET IN THE EAST RIGHT OF WAY LINE OF NORTH ELM AVENUE AND THE NORTH RIGHT OF WAY LINE OF EAST YUCCA LANE AS SHOWN ON THE PLAT OF LOTS 1, 2, 5, 6, AND TRACTS A & B, LUBBOCK BUSINESS PARK RECORDED IN INSTRUMENT #2007033716 FOR THE SOUTHEAST CORNER OF THIS TRACT FROM WHENCE A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 7 BEARS SOUTH 0°19'20" EAST A DISTANCE OF 2697.43 FEET AND NORTH 89°40'40" EAST A DISTANCE OF 4009.30 FEET;

THENCE SOUTH 89°40'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD WITH CAP SET FOR AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 03°29'31" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 59.85 FEET TO 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE SOUTH 44°40'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 73.66 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE SOUTH 85°51'49" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 59.85 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE SOUTH 89°40'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 239.51 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE NORTH 0°19'20" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO 1/2" IRON ROD WITH CAP FOUND FOR AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 89°40'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 335.01 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE NORTH 47°28'29" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 43.99 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE NORTH 04°37'38" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 152.44 FEET TO 1/2" IRON ROD WITH CAP FOUND FOR AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 85°22'22" WEST, ALONG SAID RIGHT OF WAY LINE, DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP FOUND IN THE EAST RIGHT OF WAY LINE OF NORTH INTERSTATE HIGHWAY 27 FOR A CORNER OF THIS TRACT;

THENCE NORTH 04°37'38" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 631.66 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE NORTH 89°40'40" EAST A DISTANCE OF 831.28 FEET TO A RAILROAD SPIKE SET FOR AN ELL CORNER OF THIS TRACT;

THENCE NORTH 0°19'20" WEST A DISTANCE OF 512.28 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE NORTH 89°40'40" EAST A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE SOUTH 0°19'20" EAST A DISTANCE OF 1254.55 FEET TO THE PLACE OF BEGINNING.

EXHIBIT B

RESTRICTIONS OF LUBBOCK BUSINESS PARK

[Attached]

Return to William F "Pete" Baker
McCleskey Hargett,
Brazill & Graf
P O Box 6170
Lubbock, TX 79493

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

DECLARATION OF PROTECTIVE COVENANTS

LUBBOCK BUSINESS PARK

Lubbock Economic Development Alliance, Inc. ("LEDA"), a Texas not-for-profit corporation serving as the development corporation for the City of Lubbock pursuant to Art. 5190.6, Tex. R. Civ. Stat., as the current owner and developer of The Lubbock Business Park being that 586.151 acre tract of land being Section 7, Block A, Lubbock, Lubbock County, Texas and being the same property deeded to LEDA in that certain Correction Special Warranty Deed filed under Document Number 2006037689 in the Official Public Records of Lubbock County, Texas (the "Business Park"), does hereby make the following Declaration of Protective Covenants (the "Declaration") as to conditions, covenants, and restrictions to which the land making up the Business Park may be put, hereby specifying that this Declaration shall constitute covenants to run with all of the land making up the Business Park as provided by law and shall be binding upon the undersigned and all present or future owners of said land and all parties or persons claiming or to claim any interest therein. The Business Park (which is also described on Exhibit A hereto) may from time to time be referred to herein as the "Premises."

DECLAR 2007000124
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DEFINITIONS: The following words, when used in the Declaration, shall have the following meanings:

1. **"Building Area"** shall mean and refer to all portions of a Building Site on which a permanent structure can be built, exclusive of any easements, Common Areas, and behind building setback lines.
2. **"Building Site"** shall mean and refer to any individual lot or parcel of land out of the Premises which is designated as such by LEDA in an instrument or on a plat filed for record in Lubbock County, Texas, or in a deed executed by LEDA. All of the foregoing is subject, however, to the authority of LEDA to enlarge, reduce the size of, change the boundaries of, or combine one or more Building Sites at any time, or from time to time, if such change, in the sole discretion of LEDA, will better serve the purposes and intent of this Declaration and is consented to by the Owner(s) of the Building Site(s) affected thereby. Any such change in one or more previously existing Building Site(s) shall be evidenced by a re-plat approved by LEDA and the City of Lubbock, Texas (the "City of Lubbock"), executed by the appropriate Owner(s) and filed for record in Lubbock County, Texas.
3. **"Committee"** shall mean and refer to the Architectural Control Committee established in accordance with subpart D of this Declaration.
4. **"Common Area"** shall mean and refer to an area reserved for pedestrian use, utility access, and landscaping and shall contain trees, grass, signage, or other landscape materials. Common areas may be located entirely or partially within

one or more setback areas established herein including, without limitation, on a Building Site as required by this Declaration. Common Area does not include any irrigation well or wells now owned or to be owned by LEDA including the right of ingress and egress to said wells for the purpose of operation, repair and maintenance.

5. **"Developer"** shall mean and refer to LEDA and its successors and assigns. As of the effective date of any assignment by the Developer or any other owner of any part of Business Park, the assignee therein, as to the interest assigned, shall succeed to all the right, powers and duties of Developer or such other assignor under this Declaration, and the assignor thereof shall cease to have any obligations, duties or responsibilities under this Declaration, as to the interest assigned.
6. **"Easements" or "Utility Easements"** shall mean the easements which subject the properties located within the Premises to certain existing easements for access, utilities, surface water drainage from rainfall and storms, and other uses. LEDA reserves the right to dedicate, convey or otherwise create by instruments or plats filed for record in the Official Public Records of Lubbock County, Texas, easements for streets, utilities and other purposes over, on or under the Premises at or prior to the time LEDA parts with title to the land within each respective easement. All such recorded easements are incorporated herein by reference, and the title conveyed by LEDA to any Building Site shall be subject thereto, whether or not so provided in the deed conveying same. LEDA's title to any utility lines, facilities and appurtenances within the easements shall not pass to the purchaser of any Building Site, but shall remain with LEDA and may be given, sold or leased by LEDA to any public authority, utility company, rail spur entity, or holder of a public franchise at any time thereafter. After the conveyance by LEDA of a Building Site, at LEDA's request, the Owner thereof shall be obligated to dedicate or convey an additional easement(s) required by the City of Lubbock, Lubbock County, Texas, or any public utility company for water, sanitary sewer, drainage, electric power, and/or gas service or any company approved by the Committee and providing cable television, phone, or communication service to the Premises or any part thereof, provided the easement(s) are confined to that part of the Building Site within its Building Setback Area.
7. **"Interior Property Line"** shall mean and refer to any Building Site perimeter or exterior boundary except the Street Property Line, as that term is defined herein, and shall be synonymous with "real property line," "side line," and "side property line," unless the context clearly requires a different meaning.
8. **"Landscape Areas"** shall mean and refer to all areas located within the Premises not covered by parking, streets, buildings or structures, storage areas, or entrances to the Premises. Building Sites shall be maintained by Owner(s) of said property.
9. **"Owner"** shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to the surface estate in a Building Site.

During the period of any ground lease on a Building Site, all of the obligations and duties of the Owner thereof shall also be binding upon and enforceable against the ground or building lessee(s).

10. "Premises" shall mean and refer to the surface estate in the tracts of land, as specified herein, and to the surface estate in any other tract(s) of land which become subject to the provisions of this Declaration in the manner provided herein.
11. "Street" or "Streets" shall mean and refer to (i) the streets shown on the plat of the Business Park (as amended from time to time), (ii) any and all other public streets that may or might be dedicated and/or opened to public use on the Premises during the term and any extended term of this Declaration, and the term shall be deemed to be synonymous with "road," "boulevard," or "highway" unless the context clearly requires a different meaning.
12. "Street Property Line" shall mean and refer to any Building Site perimeter or exterior boundary that coincides with the boundary of a Street right-of-way, inclusive of future Streets, if any, in the Business Park.
13. "Warehousing, Manufacturing, Distribution, Processing" shall mean and refer to any commercial, light manufacturing or light industrial operation or use, not otherwise prohibited herein, which is performed or carried out entirely within a building or buildings so designed and constructed, that the enclosed operations and uses do not cause or produce an emittance, nuisance, or annoyance to the occupants of adjoining or adjacent Building Sites. Such prohibited use includes, but is not limited to, vibration, sound, electro-mechanical disturbance, radiation, air or water pollution, dust, or emission of odorous, toxic or non-toxic matter, smoke, glare, trash, junk, or water spray. Such operation or use shall not be hazardous on account of excessive danger of fire or explosion, and may not create any condition which would amount to a public nuisance under common law. Owner shall be responsible for ensuring that such operation and use is in conformance with all federal, state and municipal laws.

ADDITION(S) TO EXISTING PROPERTIES

LEDA shall have the right, in its sole discretion, to bring within the plan of this Declaration the surface estate in one or more other tracts of land, at any time or from time to time, by executing and filing for record in Lubbock County, Texas, a supplement or amendment to this Declaration which describes said additional tract(s) of land and states LEDA's intention to extend the plan of this Declaration thereto. Said supplement or amendment may modify or amend the terms and provisions of this Declaration insofar as they relate to the tract(s) of land described therein and/or may subject the same to additional terms and provisions. Upon the filing for record of said supplement or amendment, the surface estate in the tract(s) of land described therein shall become subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth in this Declaration, except as otherwise provided in said supplement or amendment.

A. Objectives of Covenants:

1. To protect the owners and tenants of Building Sites against improper uses that would depreciate property values.
2. To protect against construction of structures built of improper or unsuitable materials.
3. To encourage the construction of attractive permanent structures which conform to a common architectural concept, the provision for adequate and suitable landscaping, and the proper placement of improvements of the Building Sites.
4. To provide adequate parking areas and access to lots.
5. To generally promote the welfare and safety of occupants, tenants, and Owners of Lubbock Business Park.

B. Permitted Uses:

1. Lubbock Business Park shall be used for commercial purposes only. Such purposes shall be limited to the construction, leasing, operation and maintenance of warehousing, manufacturing, distribution, processing, and related facilities, such as the common areas, in accordance with applicable and current zoning as established by the City of Lubbock.
2. For the purpose of this Agreement, Lubbock Business Park is divided into two (2) categories which relate to use, and are referred to herein as "Building Area" and "Common Area," respectively. The construction, establishment and maintenance of buildings within Lubbock Business Park shall be confined within the Building Setbacks designated on the applicable plat or plats of the subdivision or portions thereof.
3. "Common Area" shall include all of the areas within Lubbock Business Park designated for use in common for the benefit of the owners and occupants, more specifically being the landscape, utility, drainage, landscaped medians, access, fire lane easements and easements for ingress and egress to the public street system.

C. Performance Standards:

The following performance standards shall be observed by the Owners, lessees and other interested parties with respect to the Premises:

1. No noxious or offensive trades, services or activities (as determined by LEDA) shall be conducted nor shall any use or activity become an annoyance or nuisance by reason of unsightliness, odor, glare, vibration, dust, smoke or noise as set forth

in the definition of "Warehousing, Manufacturing, Distribution, Processing" in paragraph 13, above. Owners shall obey all current and laws, regulations or ordinances, including but not limited to Federal Aviation Administration Regulations related to the airport located near the Business Park.

2. No materials, supplies, equipment, products, raw materials, or articles of any nature shall be stored or permitted to remain on any Building Site within the Premises unless properly screened, both horizontally and vertically, as approved by the Committee or expressly approved in writing by LEDA.
3. Each owner or tenant shall keep its parcel and improvements within the Premises in a safe, clean, and neat condition and shall remove any rubbish or trash of any character generated on the premises or accumulated from without. No disposal of rubbish shall be permitted by means contrary to ordinances of the City of Lubbock. Each owner or tenant shall keep the grass and weeds located on its property mowed so as to maintain a neat appearance for the Business Park. Should any owner or tenant fail to keep grass and weeds on its property mowed, LEDA shall have the right to mow or otherwise control the weeds or grass and assess the cost against the owner of the property.
4. No heating, air conditioning, electrical, lighting or other equipment shall be installed on a roof or hung on exterior walls or placed upon exterior landscaped areas, unless the same is screened and installed in a manner approved in writing by LEDA.
5. No storage of non-business related assets shall be permitted B including, without limitation, vehicles, boats, trailers, horse trailers, campers, mobile homes or recreational vehicles, buses or other mobile machines, equipment, animals or other assets without the express written consent of LEDA.

D. Architectural Control:

1. LEDA shall appoint an Architectural Control Committee (the "Committee") (hereinafter referred to as "LEDA"), which may consist of LEDA's Board of Directors or a committee of three (3) individuals approved by LEDA. LEDA shall have the right to remove any member or members of any such committee at any time without cause.
2. The principal objective of the Committee shall be to insure that all buildings, landscaping, screening, storage areas, fencing, and signage constructed within Lubbock Business Park adhere to the Declaration of Protective Covenants set forth herein.
3. No improvement (as that term is hereinafter defined), shall be erected, constructed, placed or altered within Lubbock Business Park until plans and specifications in such form and detail as the Committee may deem necessary shall have been submitted to and approved in writing by the Committee. Any

improvement or proposed future improvement must comply with all federal, state or municipal laws applicable at the time such improvement plans are submitted to the Committee. The decision of the Committee shall be final, conclusive and binding upon the submitting party (the "Applicant"). Once approved, the Committee's actions shall be binding and not subject to revocation for any reason other than for purposes of health, welfare, or public policy.

4. A. Preliminary plans and specifications for the initial construction shall be prepared by a licensed architect and/or engineer shall be submitted by Owner's representative to the Committee, c/o Lubbock Economic Development Alliance, Inc., 1500 Broadway, 6th Floor, Lubbock, Texas 79401, or such address as may be described by the Committee, and shall include the following (unless specifically waived by LEDA):
 - a. A topographical survey showing contour grades (with no greater than one foot contour intervals) and showing the location of all improvements, structures, walks, patios, drive-ways, fences and walls.
 - b. Exterior elevations.
 - c. Exterior materials, colors, textures and shapes.
 - d. Landscaping plan, including walkways, fences, walls, and site amenities, elevation changes, watering systems, vegetation and ground cover.
 - e. Parking area and drive-way plan for service, employee, and public users.
 - f. Screening, including size, location, method, and views.
 - g. Utility connections.
 - h. Signs, including size, shape, color, location, content, lighting and materials.
- B. Upon approval of preliminary plans and specifications, four (4) sets of proposed final plans and specifications shall be submitted to the Committee, c/o Lubbock Economic Development Alliance, Inc., 1500 Broadway, 6th Floor, Lubbock, Texas 79401, or such address as may be described by the Committee, which shall include in addition to all items required to be specified in the preliminary plans and specifications, the following additional items (unless specifically waived by LEDA):
 - a. A topographical survey showing existing and finished grades at lot corners and at corners of proposed improvements. Lot drainage provisions shall be included as well as cut and fill details if any appreciable change in the lot contour is contemplated - complying with City of Lubbock requirements.
 - b. Structural design - prepared by a licensed engineer.
 - c. Exterior illumination, including location and method.
 - d. Fire protection system - complying with City of Lubbock codes.

- e. A listing of all state and federal regulatory requirements, if any, which relate directly or indirectly to the care, manufacturing, or handling of products used in the manufacturing process or as to the product(s) manufactured.

The Committee's primary purpose in approving plans and specifications is to insure architectural aesthetic compliance and compatibility with buildings constructed within the Premises. The Committee's approval is in no way construed to replace nor supersede any required approvals by the City of Lubbock Building Code Officials, nor any other City, State, or Federal agency in regards to means or methods of construction, health or life safety code compliance, regulatory permitting, structural considerations, or other permit processes.

- C. After completion of the initial construction, any future modifications to the Property shall be limited to those items, drawings, or plans reasonably necessary for the Committee to evaluate and approve or decline the proposed modifications.
5. Improvements which shall be subject to the Committee review and approval process shall mean and include all buildings and roof structures, parking areas, loading or dock areas, trackage, site access, fences, walls, hedges, mass plantings, poles, driveways, fountains, signs, changes in any exterior color or shape, and any new exterior construction or exterior improvement. Subsequent to the completion of initially approved improvements, any exterior construction or exterior Improvements thereafter proposed to be completed, including but not limited to, the category of improvements described above, shall be subject to a review and approval requirements only if such exterior construction or improvements will exceed \$5,000.00 in cost. The term improvements shall not include garden shrub or tree replacements, or any other replacement or repair of any magnitude which ordinarily would be expressed in accounting practice and which does not change exterior colors or exterior appearances.
 6. Neither the Committee, nor any Owners (and/or lessees) of the land or improvements within Lubbock Business Park, as the case may be, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner (and/or tenant) of land or improvements within Lubbock Business Park by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.
 7. The Owner shall secure the Committee's written approval of the Committee's preliminary and final plans and specifications, prior to the start of any construction on the Building Site. The Committee shall expeditiously review all plans submitted and shall normally issues their findings within thirty (30) days of the Committee's receipt of such plans. In any case, the Committee shall respond to submittals within sixty (60) days. If any Improvement is erected, constructed,

placed or altered in any variance to plans and specifications previously approved by the Committee (whether approved by action or waived by no action) then said Committee has the right to take legal action against the Applicant. Said Applicant shall be liable for all legal expense incurred by the Committee. Once Owner has received the Committee's written approval, neither LEDA nor the Committee shall have the authority to require Owner to change or modify the exterior of buildings being properly maintained pursuant to these protective covenants.

E. Architectural and Building Controls:

All access, drainage, utility, fire lane easements and set back lines shall be shown on the most recent plats of this subdivision and all applicants shall be subject to said requirements. These requirements shall be used as general construction guidelines and are subject to change or modification by the Committee until Owner's construction commences.

1. **Site Landscape Areas**

- a. All Building Sites not covered by buildings, parking spaces, storage areas, Common Areas, sidewalks, or access areas shall be landscaped by the Owner with appropriate plant or landscape materials as approved by LEDA and subject to industry standards applicable to Property usage and shall be maintained in a healthy and growing condition at all times. All cost and maintenance expenses associated with this landscaping shall be the responsibility of the Owner.
- b. All landscaping shall be in accordance with the plans submitted to LEDA, which plans shall describe or depict all walkways, fences, walls, elevation changes, watering systems, vegetation and ground cover. Owner shall be responsible for research, review, and advice to LEDA regarding any particular trade or industry standards applicable to Owner.
- c. Landscape design for Landscape Areas will follow the general principals of landscaping originally installed on the Premises, within the Common Areas.

2. **Building Wall Finish**

- a. All walls exposed to the exterior shall be composed of concrete panels, constructed in a manner in accordance with all City of Lubbock building codes and zoning ordinances, as approved by the Committee.

3. **Canopies, Overhangs, and Covered Walkways**

- a. Canopies and overhangs shall be constructed in a manner in accordance with all City of Lubbock building codes and zoning ordinances, as approved by the Committee.

4. Roofs

- a. Roofs shall be constructed in a manner in accordance with all City of Lubbock building codes and zoning ordinances, as approved by the Committee.

5. Sidewalks and Pavements

- a. Pavement material for sidewalks shall be concrete, brick pavers, concrete with patterns of tile, or brick.
- b. Pavement materials for parking or road surface shall be concrete or asphalt.
- c. Pavement for storage areas shall be caliche base, crushed stone, concrete or asphalt.

6. Parking and Loading Facilities

- a. Adequate loading and maneuvering space will be provided at loading areas and will be properly graded and as inconspicuous as practicable. Loading and maneuvering space for business related activities is intended to be located on the Building Site as acceptable to and approved in writing by the Committee and separated from other visitor or employee access unless specifically waived or approved in writing by LEDA. Access and separation of traffic for loading and maneuvering space shall be approved by the Committee.
- b. With respect to the buildings to be constructed within Lubbock Business Park after the date hereof, if warranted by the intended use or uses thereof, parking spaces auxiliary thereto in excess of the requirements of the City of Lubbock may be required.
- c. Adequate space for circulation of traffic will be provided by each building Owner or tenant.
- d. Covered parking may be provided if approved by LEDA.
- e. Adequate off-street parking shall be provided to accommodate all parking needs of and for the occupants, employees, visitors, and invitees on each Building Site, irrespective of the use made thereof. The number, type and location of each specific type of parking spaces on the Building Site shall be approved by LEDA prior to the construction of any improvements on the Building Site, and shall contain at a MINIMUM:

Warehousing	1 space per 1,000 sq. ft. of area
Manufacturing Office	2 spaces per 1,000 sq. ft. of area
Office	4 spaces per 1,000 sq. ft. of area

- f. Accessible parking shall be provided as required by Texas law and City of Lubbock ordinances and zoning regulations.

7. Exterior Lighting

- a. All exterior lighting shall be approved by LEDA, shall be used in all parking and walkway areas, and be subject to conform and be in compliance with industry requirements where such requirements become applicable to the user of the Property (i.e., American Institute of Baking or other industry or regulatory standards).

8. Exterior Storage and Dumpster Screening

- a. All exterior storage will be enclosed by an eight (8) foot high solid screen, or as approved by LEDA, with locked gate and shall be kept in good repair, and must be approved by LEDA.
- b. All garbage storage, more specifically garbage dumpsters, shall be enclosed on three sides by an eight (8) foot high solid screen, and must be approved by LEDA.

9. Signs

- a. All signs attached to a building must be parallel to the building facade or roof overhang and shall remain stationary.
- b. All signs must be approved by LEDA and conform to City of Lubbock sign ordinance.

10. Building Height

- a. Maximum building heights shall conform to current zoning limitations. Building heights shall also comply with current and future Lubbock International Airport and Federal Aviation Administration limitations.

11. Screening

- a. Screening barriers shall be of a design and height and constructed of materials approved by LEDA prior to the placement thereof on such site. Lots adjacent to major thoroughfares, expressways or business park interior roads shall be screened using landscaped berms at the back of curb, unless expressly waived in writing by the Committee.
- b. All such screened uncovered storage areas shall be limited to the rear two-thirds of the Building Site, but under no circumstance shall any materials, machines or equipment be stored within forty (40) feet of any Street unless expressly waived in writing by the Committee.

12. Loading/Unloading

- a. Delivery vehicle loading and unloading shall occur on-site only. On street delivery vehicle loading and unloading is not permitted.
- b. Loading/Unloading facilities shall be separated from employee, customer and visitor circulation and parking areas and shall be screened from public view in a manner approved by LEDA.

13. Electric/Utility Service

- a. All electric, gas, communication, and other utility services from the point of connection with the serving utility to a building will be underground and all service transformers will be ground mounted unless specifically approved by LEDA. No utility service requiring the installation of a pole on a Building Site will be permitted without prior approval by LEDA.

F. Ingress, Egress and Utilities:

1. There are now and may hereafter be established walkways for pedestrian use on, over, and across all parking areas and walkways.
2. There is hereby established in favor of all owners and tenants and their licensees, invitees and permittees access for ingress and egress, to the public street system over and across all areas designated for access.
3. There may be established reciprocal and nonexclusive easements for construction, installation, maintenance, removal, use, and replacement of sewers; water and gas pipes and systems; drainage lines and systems; electric power conduits, wires and systems; telephone conduits, wires and systems; and other public utilities, beneath the ground surface of the common areas at the location or locations shown on the recorded plats of Lubbock Business Park. Any proposed future easements shall be first submitted to LEDA provided that in the performance of such work, the party performing the work shall:
 - a. Make adequate provision for the safety and convenience of all persons using the surface of such areas.
 - b. Replace and restore the areas and facilities to the condition in which they were prior to the performance of such work.
 - c. Hold all other parties to this Declaration of Protective Covenants harmless against claims including costs and attorney's fees arising from the performance of such work or use of such easements.
4. There are no reciprocal parking easements granted by this Declaration. Landowners, however, may either among themselves, or singularly or collectively with their respective tenants, enter into such agreements. Any such agreements in existence upon the date of recordation of this Declaration in the deed records of

Lubbock County, Texas, are hereby deemed to be consistent with this Declaration.

G. Modification Provision:

This instrument may not be modified, terminated or rescinded without the consent of LEDA (the consent or approval of lessees, licensees, or others having a possessory interest or security interest shall not be required) and then only by a written instrument duly executed, acknowledged and recorded in the office of the County Clerk of Lubbock County, Texas. No modification of this instrument that affects the rights of existing Owners shall be applicable without the express written consent of the Owners affected except modifications dealing with public health and safety.

H. Not a Public Dedication:

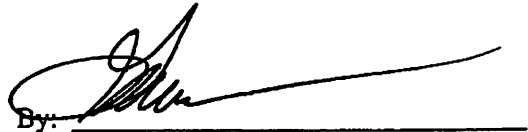
Nothing herein contained shall be deemed to be a gift of dedication of any portion of Lubbock Business Park to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this agreement shall be strictly limited to and for the purposes herein expressed.

I. Severability:

If any clause, sentence, or other portion of these covenants and restrictions shall become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

WITNESS THE EXECUTION hereto as of the date of acknowledgment by each of the parties hereto.

LUBBOCK ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: 

Gary C. Lawrence
Its: Chief Executive Officer
and President

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 29th day of DECEMBER, 2006, by Gary C. Lawrence, Chief Executive Officer and President of Lubbock Economic Development Alliance, Inc., a Texas non-profit corporation, on behalf of said corporation.



Linda M Davis
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

A 586.151 acre tract of land being Section 7, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike found in the North line of Section 7, Block A, at the Northwest corner of this tract which bears N. 89/45'50" E. a distance of 260.03 feet from the Northwest corner of Section 7, Block A, Lubbock County, Texas;

THENCE N. 89/45'50" E., along the North line of said Section, a distance of 126.02 feet to a point at the Northwest corner of a tract of land recorded in Volume 393, Page 505, Deed Records of Lubbock County, Texas, for a corner of this tract;

THENCE S. 00/14'10" E. (Deed North-South), along the West line of said tract recorded in Volume 393, Page 505, at 12.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 112.00 feet to a 1/2" iron rod with cap set at the Southwest corner of said tract recorded in Volume 393, Page 505, for a corner of this tract;

THENCE N. 89/45'50" E. (Deed East-West), along the South line of said tract recorded in Volume 393, Page 505, a distance of 100.00 feet to a 1/2" iron rod with cap set at the Southeast corner of said tract recorded in Volume 393, Page 505 for a corner of this tract;

THENCE N. 00/14'10" W. (Deed North-South), along the East line of said tract recorded in Volume 393, Page 505, at 100.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 112.00 feet to a 1/2" iron rod with cap set in the North line of said Section 7, Block A, at the Northeast corner of said tract recorded in Volume 393, Page 505, for a corner of this tract;

THENCE N. 89/45'50" E., along the North line of said Section, a distance of 12.75 feet to a point at the Northwest corner of a tract of land described in Volume 1856, Page 255, Deed Records of Lubbock County, Texas, for a corner of this tract;

THENCE S. 00/12'16" E. (Deed S. 00/08'26" W. 122.00 feet), along the West line of said tract described in Volume 1856, Page 255, at 0.14 feet pass a railroad spike found in reference, at 30.15 feet pass a 3/8" iron rod found in reference, continuing for a total distance of 122.16 feet to a 3/8" iron rod found at the Southwest corner of said tract of land recorded in Volume 1856, Page 255, for a corner of this tract;

THENCE N. 89/48'18" E. (Deed S. 89/51'34" E.), along the South line of said tract described in Volume 1856, Page 255, a distance of 117.00 feet to a 1/2" iron rod with cap set at the Southeast corner of said tract of land recorded in Volume 1856, Page 255, for a corner of this tract;

THENCE N. 00/12'16" W. (Deed N. 00/08'26" E. 122.00 feet), along the East line of said tract of land recorded in Volume 1856, Page 255, at 92.01 feet pass a 3/8" iron rod found in reference, at 122.02 feet pass a railroad spike found in reference, continuing for a total distance of 122.24 feet to a point at the Northeast corner of said tract recorded in Volume 1856, Page 255, in the North line of said Section, for a corner of this tract;

THENCE N. 89/45'50" E., along the North line of said Section, a distance of 4648.15 feet to a railroad spike found in the West right-of-way line of North Martin Luther King Jr. Boulevard, in Warranty Deed to the City of Lubbock in instrument of record in Volume 1489, Page 603, Deed Records of Lubbock County, Texas, at the Northeast corner of this tract;

THENCE S. 00/23'49" E. (Deed S. 01/55'42" W. 319.88 feet), along the West right-of-way line of said North Martin Luther King Jr. Boulevard, a distance of 319.17 feet to a 3/8" iron rod found at a point of intersection;

THENCE Southwesterly, continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, around a curve to the right, said curve having a radius of 5674.58 feet, a central angle of 01/37'03" (Deed 01/37'00"), a chord distance of 160.19 feet (Deed 160.11 feet) and a chord bearing of S. 00/26'08" W. (Deed S. 02/44'12" W.) to a 3/8" iron rod found at a point of intersection;

THENCE S. 01/13'02" W. (Deed S. 03/32'42" W. 1237.52 feet), continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, a distance of 1237.51 feet to a 3/8" iron rod found at a point of intersection;

THENCE Southwesterly, continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, around a curve to the left, said curve having a radius of 5784.58 feet, a central angle of 01/37'59" (Deed 01/38'00"), a chord distance of 164.86 feet (Deed 164.90 feet) and a chord bearing of S. 00/26'11" W. (Deed S. 02/43'42" W.) to a 3/8" iron rod found at a point of intersection;

THENCE S. 00/25'41" E. (Deed S. 01/54'42" W. 1989.74 feet), continuing along the West right-of-way line of said North Martin Luther King, Jr. Boulevard, a distance of 1989.94 feet to a 3/8" iron rod found at a point of intersection;

THENCE Southeasterly, continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, around a curve to the left, said curve having a radius of 5784.58 feet, a central angle of 01/43'31" (Deed 01/43'30"), a chord distance of 174.18 feet (Deed 174.15 feet) and a chord bearing of S. 01/15'41" E. (Deed S. 01/02'57" W.) to a 3/8" iron rod with cap found at a corner of this tract;

THENCE S. 02/08'33" E., continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, a distance of 231.56 feet to a 1/2" iron rod found at the Northeast corner of Lot 1, Lubbock Fire Department Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5943, Page 156, Real Property Records of Lubbock County, Texas, at a corner of this tract;

THENCE S. 89/41'40" W. (Plat S. 89/40'40" W.), along the North line of said Lot 1, a distance of 800.00 feet to a 1/2" iron rod with cap found at the Northwest corner of said Lot 1 at a corner of this tract;

THENCE S. 00/24'52" E. (Plat S. 00/25'30" E.), along the West line of said Lot 1, a distance of 1000.00 feet to a 1/2" iron rod with cap found at the Southwest corner of said Lot 1, in the North right-of-way line of East Ursuline Street for the Southernmost Southeast corner of this tract;

THENCE S. 89/40'40" W., along the North right-of-way line of said East Ursuline Street, a distance of 4374.50 feet to a 1/2" iron rod with cap set for a point of curvature;

THENCE Northwesterly around a curve to the right, said curve having a radius of 15.00 feet, central angle of 90/00'00" and a chord distance of 21.21 feet to a 1/2" iron rod with cap set in the East right-of-way line of North Ash Avenue for a non-tangent point of intersection;

THENCE N. 00/17'44" W., along the East right-of-way line of North Ash Avenue, a distance of 922.44 feet to a 1/2" iron rod with cap set in the East right-of-way line of Interstate No. 27 as reflected in Deed (Controlled Access Highway Facility) to the State of Texas in instrument of record in Volume 1418, Page 686, Deed Records of Lubbock County, Texas, for a point of intersection;

THENCE Northeasterly, along the East right-of-way line of said Interstate No. 27, granted to the State of Texas in instrument of record in Volume 1418, Page 686, and in Volume 1383, Page 149, respectively, Deed Records of Lubbock County, Texas, along a curve to the left, said curve having a radius of 1910.08 feet, a central angle of 16/39'08", a chord distance of 553.19 feet and a chord bearing of N. 17/17'30" E. for a point of intersection;

THENCE N. 09/38'33" E. (Deed N. 09/50'00" E. 1005.24 feet), continuing along the East right-of-way line of said Interstate No. 27, as reflected in Deed (Controlled Access Highway Facility) to the State of Texas in instrument of record in Volume 1383, Page 149, Deed Records of Lubbock County, Texas, a distance of 1005.21 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 04/37'38" W. (Deed N. 04/10'19" W. 1406.38 feet), continuing along the East right-of-way line of said Interstate No. 27, a distance of 1406.23 feet to a 1/2" iron rod found at a corner of this tract;

THENCE N. 01/29'08" W. (Deed N. 01/07'00" W. 1429.55 feet), continuing along the East right-of-way line of said Interstate No. 27, a distance of 1427.37 feet to the Point of Beginning, containing 586.151 acres of land.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County TEXAS

January 03, 2007 03:23:04 PM

FEE \$71.00

2007000124

Record and return to:
Tommy J. Swann
P.O. Box 6170
Lubbock, TX 79493-6170



DECLAR 2007031921
36 PGS

AMENDED DECLARATION

LUBBOCK BUSINESS PARK

STATE OF TEXAS
COUNTY OF LUBBOCK

SECTION 57

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made by Lubbock Economic Development Alliance, Inc. (LEDA), (hereinafter called "Developer"), a Texas not-for-profit corporation serving as the development corporation for the City of Lubbock a municipal corporation (hereinafter called "City") pursuant to Art. 5190.6, Tex. R. Civil Statutes.

RECITALS:

A. LEDA is the present owner and developer of the **Lubbock Business Park (LBK)**, (hereinafter called "the Initial Tract") real property described as a 586.151 acre tract of land being Section 7, Block A, Lubbock County, Texas, further described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Section 7, Block A, Lubbock, Lubbock County, Texas and being the same property deeded to LEDA in that certain Correction Special Warranty Deed filed under Document Number 2006037689 in the Official Public Records of Lubbock County, Texas.

C. It is the desire and intention of the Developer to develop all of the property described in Exhibit "A".

D. It is the desire and intention of Developer to subject and impose upon the Initial Tract (of the property described in Exhibit "A" as may be from time to time added to the scheme of this Declaration pursuant to the provisions of Article VI below) certain conditions, covenants, restrictions and reservations hereinafter set forth for the purpose of insuring the proper use and appropriate development and improvement of same.

NOW, THEREFORE, the Developer, joined by the City, hereby declares that the property described in Exhibit "A" as may be from time to time designated by Developer in accordance with the provisions of Article VI below is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the conditions, covenants, restrictions, reservations, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS AND PURPOSES

Section 1.01 Definitions. The following words, when used in this Declaration and any Supplementary Declaration (defined in Article VI below), unless the context shall prohibit, shall have the following meanings:

(a) "Property" shall mean the real estate lying within the boundaries set out in Exhibit "A" attached hereto and incorporated herein by reference which may hereinafter be made subject to the conditions, covenants, restrictions and reservations of this Declaration pursuant to any Supplementary Declaration filed by the Developer in accordance with Article VI below, whether or not such additional real estate is owned by Developer on the date hereof.

(b) "Building Site" or "Site" shall mean any plot of land, the size and dimensions of which shall be established by the legal description in the original conveyance from Developer to the first fee owner of said plot of land other than Developer. A Building Site or Site may also be established by the Developer by an instrument in writing executed, acknowledged and recorded by the Developer which designates a plot of land as a Building Site for purposes of this Declaration. If two or more contiguous Building Sites, as defined above, are acquired by the same Owner in fee, such commonly owned contiguous Building Sites may, at the option of said Owner, be combined and treated as a single Building Site for purposes hereof.

(c) "Common Areas" shall mean and refer to the medians within public streets dedicated by the City or Developer within the Property and to the entry ways into the Property.

(d) "Developer" shall mean Lubbock Economic Development Alliance and its successors and shall also include any person or entity to which Lubbock Economic Development Alliance may assign (by specific assignment) its rights and duties under this Declaration as such assignment is contemplated by Section 7.05 below.

(e) "Owner" shall mean the party or parties owning fee title to any land (exclusive of Common Areas) within the Property; provided, however, that for purposes of this Declaration, the City shall not be included in the definition of Owner and provided further that Developer shall be considered the Owner of all land (exclusive of Common Areas) within the Property owned by the City to which the Developer has an option to purchase pursuant to the Option. In the event an Owner of any Building Site consists of more than one person or entity, such persons shall within thirty (30) days after the date of their acquisition of any Building Site, execute and deliver to the Developer a written instrument, including a power of attorney appointing and authorizing one individual or entity as their agent to receive all notices and demands required to be given pursuant to the terms and provisions of this Declaration, to execute any and all documents, consents and instruments required under the terms and provisions of this Declaration and to cast all votes and to take any and all actions required or permitted to be taken by them under the terms and provisions of this Declaration. The Owner may change its designated agent by written notice to the Developer, but

such change shall be effective only after actual receipt of the notice by Developer.

Section 1.02 Purpose. The Property is hereby made subject to the conditions, covenants, restrictions and reservations contained herein, all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvement of said Property so as to (a) protect the Owners (and their tenants) against the improper development and use of acreage within the Property; (b) prevent the erection within the Property of improvements constructed of improper or unsuitable materials or with improper quality and methods of construction; (c) insure adequate and reasonably consistent development of the Property; (d) encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function; (e) provide adequate off-street parking and loading facilities; and (f) generally promote the welfare and safety of the Owners, tenants and occupants of acreage within the Property.

ARTICLE II

BUILDING SITE MAINTENANCE

Section 2.01 Duty of Maintenance. Each Owner and occupant (including a tenant) of any Building Site shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Building Site so owned or occupied, including buildings, improvements, private drives, easement areas and grounds in connection therewith or appurtenant thereto (specifically including the parkway area between the property line and any adjacent street curb), in a well-maintained, clean, neat, wholesome and attractive condition at all times and shall comply in all respects with all governmental health, fire and safety statutes, ordinances, regulations or requirements. Maintenance requirements shall include, but are not limited to, the following:

- (a) All rubbish, trash, garbage, litter, refuse and other waste shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed from the Building Site prior to its accumulation.
- (b) All exterior lighting and mechanical facilities shall be kept in good working order.
- (c) All parking areas shall be striped and all parking areas, driveways and roads kept in good repair.
- (d) All exterior damage to any improvements shall be promptly repaired and the exterior of all improvements shall be repainted as needed.
- (e) All lawn areas shall be timely mowed and edged during the growing season of March through October and as needed to keep an even, well groomed appearance during the months of November through February; shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive; and shall be kept free of weeds.
- (f) All trees, shrubs, plants and ground covers shall be timely and properly trimmed (including the removal of deadwood

therefrom) according to their plant culture and the landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced immediately. All bed areas shall be kept free of weeds and cultivated periodically as needed.

Section 2.02 Enforcement of Maintenance Duties. If, in the opinion of the Developer, any Owner has failed in any of the foregoing obligations or duties, then the Developer may give the Owner written notice of such failure and the Owner must within ten (10) days after receiving such notice, perform the obligation or duty required. Should any Owner fail to fulfill this obligation or duty within such period, then the Developer through its authorized agent or agents shall have the right and power to enter onto the premises and perform such obligation or duty without any liability for damages for wrongful entry, trespass or otherwise to any person. Each Owner of any Building Site on which such work is performed shall be liable for the cost of such work and shall promptly reimburse the Developer for such cost. If such Owner shall fail to reimburse the Developer within ten (10) days after receipt of a statement for such work from the Developer, then said indebtedness shall be a debt of Owner and shall constitute a lien against the Building Site on which said work was performed. This debt shall bear interest and be subject to the costs as provided for in Section 2.03 below and shall be collectable in the same manner as provided for therein. Similarly, the lien referred to herein shall have the same attributes as the lien set forth in Section 2.04 below, which provisions are incorporated herein by reference, and the Developer shall have identical powers and rights with respect to said lien as it has with respect to the lien described in Section 2.04, including but not limited to the right to release, subordinate or foreclose same.

Section 2.03 Owner's Obligation for Building Site Maintenance. In the event the Developer incurs cost to maintain the Owners property, this debt shall be the debt of said Owner. In the event of default of payment for indebtedness incurred in paragraph 2.02 above, the Owner of the property shall be obligated to pay interest at the annual interest rate stated below. The Owner shall be responsible for building site maintenance costs incurred by the Developer, as described in paragraph 2.02 above, together with all costs and expenses of collection, including reasonable attorneys' fees and the Developer shall have the right to bring suit against the Owner to recover a money judgment for these amounts (i.e., the cost of maintenance described in paragraph 2.02 above plus interest, costs and reasonable attorneys' fees) without foreclosing or waiving the liens securing same as provided for in Section 2.04 below. The annual interest rate shall be a rate equal to three percent (3%) over the prime interest rate as published from time to time in the Wall Street Journal, from the due date until paid, but not to exceed the maximum rate of interest which Developer may lawfully charge.

Section 2.04 Lien and Foreclosure. All sums assessed resulting from the failure of the Owner to maintain the Building Site in the manner provided in Article II but unpaid, together with interest thereon and the cost of collection, including attorney's fees as provided above, shall become a continuing lien and charge on the property, which shall bind such property in the hands of the Owner, and his heirs, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for ad valorem tax liens and all sums unpaid on a mortgage lien or deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the property in question. The Developer shall have the power to release the aforesaid lien or to subordinate it to any other lien and such power shall be entirely discretionary with the Developer. To evidence the aforesaid lien, the Developer shall prepare a written notice of lien

setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by the Developer and shall be recorded in the office of the Lubbock County Clerk. Subsequent to the recording of a notice of lien as provided above, the Developer may institute suit against the Owner to foreclose the lien judicially. In any such suit or proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Developer shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a lien on any part of the property, the Developer shall report to said mortgagee any unpaid indebtedness remaining unpaid on that property for longer than thirty (30) days after the same are due. Also, any mortgagee holding a lien on any part of the property affected by the lien may, but shall not be required to, pay any unpaid indebtedness and upon such payment such mortgagee shall be assigned the debt and lien securing same, said assignment to be without recourse or warranty.

Section 2.05 Common Areas Exempt. All Common Areas as defined in Article I, Section 1.01 hereof and all portions of the Property owned by or otherwise dedicated to any political subdivision shall be exempted from the potential lien created herein.

ARTICLE III

ARCHITECTURAL CONTROL

Section 3.01 Architectural Review Committee. There is hereby established an Architectural Review Committee (the "Committee"). The Committee shall consist of three (3) members which may consist of LEDA's Board of Directors or a committee of three (3) individuals approved by the Developer. The vote of two members shall constitute action of the Committee. The members of the Committee shall be appointed by and serve at the pleasure of the Developer.

Section 3.02 Function of the Committee. The Committee shall have the sole authority and responsibility to approve and regulate the design and construction of all Improvements (as that term is defined in Section 3.03 below) within the Property so as to assure compliance with the intent and purpose of this Declaration. All Improvements shall be designed and constructed strictly in accordance with the plans and specifications approved by the Committee and no Improvement shall be commenced until the plans and specifications for same (in such form, content and detail as the Committee may deem necessary) have been submitted to and approved by the Committee, which approval shall not be unreasonably withheld. Approval of plans and specifications shall be based, among other things, on the adequacy of Site dimensions, structural design, conformity and harmony of the external design with neighboring structures and Sites, the relation of finished grades and elevations to neighboring Sites, and conformity to both the specific and general intent of this Declaration. The Committee shall have the right to employ, at Developer's expense (or at the expense of the person or entity having the right to appoint the Committee if Developer has relinquished said right), professional consultants to assist it in discharging its duties. Any decision of the Committee in its areas of responsibility shall be final, conclusive, and binding upon all Owners and their tenants.

Section 3.03 Definition of "Improvement". An "Improvement" shall mean and include all land preparation or excavation, landscaping, buildings, structures, parking areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes,

swimming pools, tennis courts, signs, glazing or reglazing of exterior windows and any other construction which affects the exterior color or appearance of any building or structure. The term "Improvement" specifically includes both original improvements and all later changes or alterations. It does not, however, include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or appearances.

Section 3.04 Submission of Plans and Specifications. Plans and specifications submitted shall be in triplicate and shall include the following:

- (a) A statement regarding the proposed use of the building.
- (b) A grading plan showing existing contour grades (in 1-foot contour intervals), finished spot grades, building finished floor elevation, and showing the location of all improvements, structures, walks, curbs, patios, driveways, shown at lot corners and at improvements. Lot drainage provisions sewer locations, shall be indicated as well as cut and fill details if any changes occur in the finished lot contour at any exterior boundary of the plat.
- (c) A site plan showing the location of all improvements, structures, walks, curbs, patios, driveways, fences, walls, all parking areas with number and size of parking spaces, trash receptacle location, required fire lanes, site ingress and egress, and the location of all truck doors, rail doors, personnel doors, entry doors, exterior glass or windows, and any other opening in the building.
- (d) A soil report.
- (e) A structural design.
- (f) A roof drainage plan.
- (g) All exterior elevations.
- (h) All exterior materials, textures and shapes.
- (i) Screening sizes, shapes, locations, methods and materials.
- (j) A landscaping plan, including walkways, fences, walls, elevation changes, water features, vegetation and ground cover. Plans shall include plant material list, spacing and sizes.
- (k) An irrigation plan showing area coverages and manufacturer's name and equipment type.

- (l) Utility connections, utility easements, location of any above ground equipment and proposed screening. Utilities are defined as telephone or other data transmission cable, gas, electrical, sanitary sewer, water, storm sewer.
- (m) Exterior paint, material and colors for all improvements, structures, signs, screening, fence and walls.
- (n) Exterior illumination, including location and fixture type.
- (o) A rail spur plan if applicable.
- (p) Signs (including any building marketing and tenant identification signs), sizes, shapes, locations and materials.
- (q) Specifications.
- (r) A detailed list of all requested waivers or variances.
- (s) Such other information as may be requested by the Committee.

The Committee may at its sole discretion permit plans and specifications to be submitted in scheduled phases and may, but shall not be required to, give conditional or partial approvals to plans or specifications; provided, however, no permitted delay in the submission of plans or specifications and no conditional or partial approval shall in any way obligate the Committee to any subsequent or additional approval, waiver or variance.

Section 3.05 Form of Committee Action. All actions of the Committee, including approval of plans and specifications and the granting of waivers or variances, shall be in writing, signed by at least one member of the Committee. Any approval, waiver or variance in any form other than as set forth in the immediately preceding sentence shall not be binding on the Committee or the Developer. However, if the Committee fails either to approve or to disapprove an Owner's plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within forty-five (45) days after they have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved; subject, however, to the conditions, covenants, restrictions and reservations contained elsewhere herein. The Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid forty-five (45) day period shall commence on the date of such notification.

Section 3.06 Limitation of Liability. Neither the Developer, the Committee nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Further, the construction of any Improvement shall be the sole responsibility of the Owner and any recommendation with respect to any plans or specifications or the means or

method of construction made by the Committee or any member thereof shall not alter the Owner's responsibility for the safe and proper design and construction of said Improvement; nor shall it give rise to any claim by anyone against the Developer or Committee or any member thereof for any defect in design or construction of any Improvement.

Section 3.07 Enforcement by Committee. No Improvement shall be constructed, erected, placed, altered (by addition or deletion), maintained or be permitted to remain on any Site except in accordance with plans and specifications which have been approved by the Committee. Any Improvement not designed and constructed in accordance with plans and specifications approved by the Committee shall conclusively be deemed in violation of this Declaration and shall be removed or corrected by the Owner to the satisfaction of the Committee. In addition to any other remedy provided for in this Declaration, the Developer may bring suit to enjoin the commencement or continuance of construction of any Improvement for which the Committee has not approved plans and specifications and may also bring suit to enjoin the continuance of construction of any Improvement that is not being constructed in accordance with plans and specifications previously approved by the Committee.

ARTICLE IV
REGULATION OF USE AND IMPROVEMENTS WITHIN
THE LUBBOCK BUSINESS PARK

Section 4.01 Property Involved. The provisions of this Article IV shall apply only to Building Sites within the property described in Exhibit A.

Section 4.02 Permitted Uses. Sites within the Lubbock Business Park may be used only for office, office-showroom, warehousing, assembling, processing, bioscience, light manufacturing, wholesaling, research and development and distribution purposes. Further, upon written approval of the Architectural Review Committee, the Sites within the Initial tract may be used for other commercial uses compatible with and ancillary to the aforementioned uses (including, but not limited to, banks, retail shops, gasoline service stations, hotels, restaurants, etc.)

Section 4.03 Prohibited Uses. The following use of Sites within the Initial Tract are prohibited:

- (a) Any use which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of any Site in the Initial Tract.
- (b) Any use which is in violation of the laws of the United States, the State of Texas, or any other governmental authority having jurisdiction over the Initial Tract.
- (c) Overnight parking of campers, mobile homes, boats, or motor homes, except that such parking is permitted in covered or enclosed areas.
- (d) Any use which involves the raising, breeding, or keeping of any animals or poultry.

- (e) Uses not otherwise permitted in Section 4.02 above.

Section 4.04 Building Setback Lines. No building, fence, wall or other structure or any part thereof, shall be erected or placed within the following setback lines:

- (a) Thirty feet (30') from any street right-of-way.
- (b) Ten feet (10') from the side and rear property line.
- (c) Seventeen feet (17') from the right-of-way line of any railroad spur or lead track.

Section 4.05 Site Coverage. No more than fifty-five percent (55%) of any Building Site shall be covered by buildings or any lesser amount as defined in the Zoning Ordinance of the City of Lubbock.

Section 4.06 No Subdivision of Sites. No Building Site shall be subdivided or resubdivided.

Section 4.07 Parking. Parking shall be governed as follows:

- (a) Adequate off-street parking shall be provided by each Owner. If parking needs increase, additional off-street parking shall be provided by the Owner. No parking shall be permitted on any street or at any place other than on the on-site paved parking spaces to be provided by the Owner of a Building Site. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and Visitors.
- (b) The location, number and size of parking spaces shall meet the requirements defined in the Zoning Ordinance of the City of Lubbock.
- (c) All light duty parking areas shall be paved with Concrete having the strength and durability equal to or better than that of five inch (5-inch) thick, 3,000 p.s.i. concrete. All heavy duty drives and parking areas shall be paved with Concrete having the strength and durability equal to or better than that of six and one half inch (6.5-inch) thick, 3,000 p.s.i. concrete. All pavement sections should be constructed on a minimum of six inches (6-inches) of compacted subgrade.
- (d) All parking areas shall be illuminated and shall be screened from view from public streets by means and materials approved by the Architectural Review Committee.

Section 4.08 Loading & Receiving Areas. Loading and receiving areas shall be governed as follows:

- (a) All loading and receiving areas shall be paved with concrete having the strength and durability equal to or better than that of six and one half (6.5-inch) thick, 3,000 p.s.i. concrete. This pavement section should be constructed on a minimum of 6-inches (6-inches) of compacted subgrade

(b) All loading and receiving areas shall be screened from view from public streets by means and materials approved by the Architectural Review Committee.

Section 4.09 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be permitted to be stored on any area exterior to the building without the approval of the Architectural Review Committee. Any permitted outside storage shall be screened from view of adjoining properties and public streets with a six foot screen of either dense vegetation, brick or split faced concrete masonry units. Wood fencing will not be allowed as a method for screening outside storage.

Section 4.10 Solid Waste Receptacle. Each Building Site shall have a minimum of one commercial solid waste container. Said Commercial waste container shall be maintained in good mechanical condition. All waste containers shall be emptied as often as necessary so as to prevent such container from overflowing and at least once every seven days if such container is used for deposit of garbage or other putrescible material. All garbage or putrescible material must be bagged or wrapped so as to be air tight before depositing in the waste containers. Lids and doors of waste containers are to be kept in a closed position at all times except during times when such container is being emptied or filled. Each waste container shall be screened from view from all adjacent property or public streets by means of permanent landscaping or solid masonry walls at least the height of the waste container and preferably completely enclosed.

Section 4.11 Landscaping. It is the desire and intention of Developer to maintain a comprehensive landscaping standard using landscape plant material native to this region within the LBK. All landscaping plant material installed within the LBK shall comply with the "Recommended Landscape Plant Materials" as established in Exhibit "B". All areas of the lot that are not built upon (building, drives or parking lot) are to be landscaped; minimum softscape/landscape lot coverage to be 20%. Use of exposed aggregate concrete to meet landscape requirement is prohibited. Each Building Site, including portions thereof located within any setback lines or easement areas and including the parkway area between the property line and any adjacent street curb, shall be landscaped in accordance with landscaping plans submitted to and approved by the Architectural Review Committee. Such landscaping plan shall include information regarding the total Site, scale, type of sodding, seeding, trees, shrubs and plants, their size and locations. The landscape plan shall provide information regarding other customary landscape treatment for the entire Site, including fences, walls, drainage and screening. All landscaped plans shall also include an underground sprinkler system. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without the prior approval of the Architectural Review Committee. Further, it shall be the responsibility of the Owner of a Building Site to maintain all landscaped areas of his property including those portions lying within setback lines and easement areas (unless said area is at the main entrance to the LBK) including the parkway area between the property line and any adjacent street curb and to construct a concrete sidewalk with a minimum width of six feet. A sample landscaping treatment plan depicting acceptable tree spacing is included with Exhibit B of this document.

All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed within sixty (60) days after the substantial completion of construction of any building on the Building Site; provided, however, if weather conditions do not permit installation at such time, then such landscaping shall be completed as soon thereafter as weather conditions permit. If

any Owner fails to undertake and complete the required landscaping, the Developer may at its option, and after ten (10) days notice to said Owner, complete same in accordance with previously approved landscape plans or if no landscape plans have been approved, in accordance with Developer's own plan as approved by the Architectural Review Committee. If the Developer performs any landscape work, the Owner of the Building Site on which such work is performed shall be liable for the cost of such work and shall promptly reimburse the Developer for such cost. If such Owner shall fail to reimburse the Developer within ten (10) days after receipt of a statement for such work from the Developer, then said indebtedness shall be a debt of Owner and shall constitute a lien against the Building Site on which said work was performed. This debt shall bear interest at the rate and be subject to the costs as provided for in Section 2.03 above and shall be collectable in the same manner as provided for therein. Similarly, the lien referred to herein shall have the same attributes as the lien set forth in Section 2.04 above, which provisions are incorporated herein by reference, and the Developer shall have identical powers and rights with respect to said lien as it has with respect to the lien described in Section 2.04 including, but not limited to, the right to release, subordinate or foreclose same.

Section 4.12 Signs. It is the desire and intention of the Developer to maintain a comprehensive signage standard for the LBK. All entrance and tenant identity signs shall comply with the requirements, design, and installation as established in Exhibit "C" "Business Park Signs". Signs shall be governed as follows:

(a) No sign (including, but not limited to, a building marketing sign or a tenant identification sign) shall be permitted on any Building Site without the prior approval of the Architectural Review Committee as to size, number, location, design and color. Normally, such approval will be limited to those signs which:

- (1) Identify the name and business of the occupant, or which give directions, or which offer the premises for sale or for lease.
- (2) Are not of an unusual size or shape when compared to the building or buildings on the premises.

(b) Any permitted sign shall conform to all governmental ordinances and regulations applicable to same.

Section 4.13 Utility Connections. All utility connections and installation, including electrical and telephone or other data transmission cable, shall be underground. No utility meter or apparatus shall be located on any pole or attached to the outside of any building wall which is exposed to view from any public street. All transformers shall be placed on or below the surface of the property.

Additionally, if placed on the surface, a transformer shall be adequately screened from view of public streets and adjoining properties by means and materials approved by the Architectural Review Committee.

Section 4.14 Height Restrictions. No building or appurtenance, including, but not limited to, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilation fans, or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts or antennas, shall

exceed a height equal to the lower of (1) the Federal Aviation Administration height restrictions for proposed construction in the vicinity of the Lubbock Preston Smith International Airport or, (2) two times the distance from the front building line to the street right-of-way. The maximum building height in this calculation will be measured as if the finish floor elevation were the same as the top of the curb elevation at the midpoint of the lot along the front yard of the Site.

Section 4.15 On-Site Drainage. No water shall be drained or discharged from any Building Site, except in accordance with grading plans approved by the Architectural Review Committee. Further no Owner shall interfere with the drainage established by the grading plan for the remainder of the Property or any other property adjacent to such Site. All roof drainage shall flow from the roof to the ground through a downspout interior to the building's outer walls.

Section 4.16 Building Exteriors. All colors of materials on the building exteriors must be approved by the Architectural Review Committee. Further, all exterior wall surfaces of any building shall be masonry construction (brick, split faced or burnished Concrete Masonry Units), pre-cast or tilt up concrete, glass block, storefront or curtain wall glazing or flat metal panels (such as alucobond), its equivalent or better, and no exterior wall surface of any building shall be covered with sheet or corrugated aluminum, asbestos, iron, wood or steel; provided, however, that accent treatments (less than 25% of the wall surface) will be allowed. Approved accent materials are: stucco, plaster, and horizontal ribbed metal panels. Windows are encouraged. Support or annex buildings must utilize the approved building materials previously noted.

Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, solar equipment and any other structure or equipment shall be architecturally compatible with the building or shielded from view from any public street by means and materials approved by the Architectural Review Committee.

Section 4.17 Roofs. Generally, roofs should be screened from view with parapets. If a roof is exposed to view, then it must be of an "architectural standing seam metal roof material", minimum width between standing seams should be 16 inches, in addition, the roof should have a minimum of a 12 inch overhang. Minimum roof slope when exposed to view is 3 and 12.

Section 4.18 Driveways. The following shall govern driveways serving a Building Site:

- (a) Driveways onto and off of East Yucca Lane shall not be located within one hundred sixty feet (160') of an intersecting street, unless the traffic on the side of East Yucca Lane where the driveway is located is moving away from the intersection, in which case, the driveway shall not be located within sixty feet (60') of the intersection. Driveways onto and off of other streets shall be located no closer than sixty feet (60') to the corner of an intersecting Street. Distances shall be measured from the tangency line of the curb radius to the tangency line of the closest driveway curb radius.
- (b) All driveways shall have a minimum radius of twenty feet (20') and a maximum width of forty feet (40').
- (c) No more than two curb cuts onto each adjacent Street shall be permitted on any Site.

(d) All driveways opening onto streets with medians shall be centered on the center of the median opening unless it is offset by one hundred feet (100') or more.

(e) Driveways shall be paved with concrete having a strength and durability equal to, or better than, six and one half inch (6.5-inch) thick, 3,000 p.s.i. concrete.

Section 4.19 Exterior Lighting. Exterior lighting shall be governed as follows:

(a) All exterior walls facing East Yucca Lane shall be illuminated.

(b) All exterior lighting shall be compatible and harmonious throughout the Property and shall be designed, installed, directed, altered and maintained in accordance with plans and Specifications submitted to and approved by the Architectural Review Committee. Sample of approved lighting types are included on Exhibit D.

Section 4.20 Approvals, Waivers and Variances. It is the intent of this Declaration that the regulation of Sites within the Initial Tract as set forth in this Article IV be strictly adhered to. Notwithstanding that intent, it is recognized that particular circumstances may from time to time and on a case-by-case basis necessitate the waiving or varying of certain of the requirements set out in this Article IV. Therefore, for good cause shown, the Architectural Review Committee may, in its sole discretion, and on a case-by-case basis waive or vary the requirements and standards set forth in this Article IV so long as such waiver or variance does not violate the overall scheme and intent of this Article IV. Any waiver or variance, when granted, shall be final and binding upon all Owners. The granting of a waiver or variance to one Owner shall not automatically entitle another Owner to the same waiver or variance, it being understood that each request for a waiver or variance shall be treated on its own merits. Further, the granting of a waiver or variance to an Owner shall not automatically entitle that Owner to any subsequent or additional waiver or variance. All approvals, waivers and variances by the Committee shall be in writing and signed by at least one member of the Committee and, if requested by the applicant, shall be in recordable form. Any approval, waiver or variance in any form other than as set forth in the immediately preceding sentence shall not be binding on the Committee or the Developer.

ARTICLE V

DEVELOPER'S RIGHT OF REPURCHASE

Section 5.01 Right of Repurchase. If an Owner of a Building Site, his successors or assigns, fails to commence construction of a building thereon within two (2) years from the date of the deed conveying the Building Site from the Developer to the Owner, then in such event, the Developer, its successors or assigns, at any time thereafter shall have the continuing right to repurchase the Building Site by giving the Owner written notice of its intent to repurchase. Upon the exercise of the Developer's repurchase right, the Owner shall reconvey the Building Site to the Developer within thirty (30) days after the date of the Developer's notice of its intent to repurchase. The repurchase price shall be the price paid by the Owner to the Developer for the Building Site when the Building Site was purchased by the Owner from the Developer. The repurchase price shall be paid in cash at the closing of the reconveyance to the Developer and the reconveyance deed from the Owner to the Developer shall be by Special Warranty

Deed containing no exceptions other than the exceptions contained in the original deed from the Developer to the Owner. Ad valorem taxes and other assessments against the Building Site shall be prorated on and as of the date of such reconveyance. The rights of the Developer to repurchase the Building Site shall be specifically enforceable and shall be binding upon the original Owner, his successors and assigns, and shall be considered a covenant running with the Building Site.

Section 5.02 Release and Waiver. Upon commencement of construction of a building on the Building Site within the said two-year period, the repurchase right provided in Section 5.01 above shall terminate and the Developer shall upon receipt of a written request from Owner, execute a release of such repurchase right in recordable form. In addition, by written instrument executed by Developer, Developer may, in its sole discretion, extend the two-year period within which construction of a building must commence; or otherwise limit or waive entirely its right of repurchase under Section 5.01.

Section 5.03 Definition of "Commencement of Construction". For purposes of Sections 5.01 and 5.02 above, "commencement of construction of a building" shall mean that the Owner of the Building Site has obtained approval of the Architectural Review Committee as set forth in Article III hereof; obtained building permits from the appropriate governmental authorities authorizing construction of a building and improvements as approved by the Architectural Review Committee; entered into a construction contract with a contractor licensed to do business in Texas for the construction of a building; and expended at least the sum of one hundred thousand dollars (\$100,000.00) pursuant to such construction contract for on-site construction work.

ARTICLE VI

EXTENSION OF DECLARATION TO INCLUDE ADDITIONAL PROPERTY

Section 6.01 Means of Extending this Declaration to Additional Property. The Developer may add to the scheme of this Declaration any additional Property located within the boundaries set out on Exhibit "A" attached hereto and incorporated herein by reference, whether or not the Property to be added is contiguous to other properties covered by this Declaration. This may be done by the Developer filing a Supplementary Declaration (herein so called) in the recording office where this Declaration is recorded, at which time, the scheme of this Declaration shall be extended to the property so added. The property so added shall then come within the definition of "Property" as set forth in Article I, Section 1.01 hereof.

Section 6.02 Contents of a Supplementary Declaration. Each Supplementary Declaration shall include a legal description of the property so added and shall designate that Property with the term "Area" followed by an Arabic numeral and "Section" followed by another Arabic numeral so as to differentiate each respective Area and Section from other Areas and Sections within the Property. Each Supplementary Declaration shall also contain covenants and restrictions to which the added property shall be subject. Such covenants and restrictions may contain additions, deletions and modifications from those contained in Article IV of this Declaration as may be necessary to reflect the different character or use, if any, of the added property. In no event, however, shall such Supplementary Declaration revoke, modify or in any way change the provisions of the other Articles hereof, nor shall any Supplementary Declaration revoke, modify or add to the covenants established by Article IV of this Declaration for the Initial Tract. **It is the intention of the Developer that the requirements established by this Declaration are to replace any**

covenants established by any previously filed Declaration for the Initial Tract.

Section 6.03 Developer's Right to Exempt Additional Property. At any time prior to the time a property has been added to this Declaration, the Developer may, at its sole and unimpaired discretion, exempt that property from being subject to being added to this Declaration. This shall be done by Developer filing in the recording office where this Declaration is recorded a written instrument describing the property to be exempted and stating that said property shall not thereafter be subject to being added to the scheme of this Declaration. Upon such filing no person (including the Developer) shall have the right to add to this Declaration the property so exempted without the prior written consent of the owner thereof.

ARTICLE VII

ENFORCEMENT OF COVENANTS AND ASSIGNMENT
OF DEVELOPER'S RIGHTS AND DUTIES

Section 7.01 Abatement and Suit. The conditions, covenants, restrictions and reservations contained in this Declaration shall run with the land and be binding upon and inure to the benefit of the Developer and the Owners of every Building Site within the Property. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Developer the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration, or to institute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations, to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

The conditions, covenants, restrictions and reservations of this Declaration may be enforced as herein provided only by Developer or the Architectural Review Committee; provided, however, that if an Owner notifies Developer of a claimed violation of these conditions, covenants, restrictions and reservations and Developer fails to act within sixty (60) days after receipt of such notification, then and in that event only, an Owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions and reservations herein contained.

Section 7.02 Deemed to Constitute a Nuisance. Every violation of this Declaration or any part thereof is hereby declared to be and constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by Developer. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings.

Section 7.03 Remedies Cumulative. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Developer to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions,

covenants, restrictions or reservations and Developer shall not be liable therefor.

Section 7.04 Certificate of Compliance. Upon payment of a reasonable fee not to exceed fifty dollars (\$50.00) and upon written request of any Owner, tenant, mortgagee, prospective Owner, prospective tenant or prospective mortgagee of a Building Site, Developer shall issue and acknowledge a certificate in recordable form setting forth the amounts of any unpaid assessments, if any, against that Building Site; and setting forth generally whether or not said Owner is in violation of any of the terms and conditions of this Declaration. Said written statement shall be conclusive upon the Developer in favor of the persons who rely thereon in good faith. Such statement shall be furnished by Developer within a reasonable time, but not to exceed fifteen (15) business days from the receipt of a written request for such certificate. In the event Developer fails to furnish such certificate within fifteen (15) business days, it shall be conclusively presumed that there are no unpaid assessments relating to the Building Site as to which the request was made and that said Building Site is in conformance with all of the terms and conditions of this Declaration.

Section 7.05 Assignments of Developer's Rights and Duties. Any and all of the rights, powers and reservations of Developer herein contained may be assigned by Developer to any person, corporation, association or other entity which will assume any or all of the duties of Developer hereunder. To be effective, such assignment must be in writing and specifically refer to the rights, powers and reservations of the Developer hereunder which are being assigned. Upon acceptance of such assignment by any such person or entity, said assignee shall, to the extent of such assignment, assume Developer's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein. Upon such assignment, and to the extent thereof, Developer shall be relieved from all liabilities, obligations and duties hereunder from and after the date of such assignment. The term "Developer", as used herein, includes all such assignees and their heirs, successors and assigns.

Anything contained elsewhere herein to the contrary notwithstanding, the mere conveyance or transfer of ownership of land within the Property by Developer to any third party, whether by deed or other instrument of conveyance, shall in no way convey any right, power or reservation of Developer hereunder.

Section 7.06 Relinquishment of Rights by or Dissolution of Developer. If at any time: (i) the Developer ceases to exist and has not made an assignment of the rights, powers and reservations of Developer herein contained; (ii) the Developer or the assignee of its rights, powers and reservations hereunder, files a written notice in the recording office where this Declaration is filed that it has relinquished its rights, powers and reservations hereunder; (iii) the Developer ceases to be an Owner (as that term is defined in Article I, Section 1.01 above) of land within the Property, then, upon the occurrence of any such event, the Owners of a majority of the acreage (exclusive of Common Areas) within the Property may organize a Property owner's association to be incorporated under the laws of the State of Texas as a non-profit corporation, which association shall succeed to and assume all of the Developer's rights, powers and reservations hereunder. Such an association shall have as its members all of the Owners of the Building Sites within the Property. Each member shall be entitled to one vote for each one thousand (1,000) square feet (or major fraction thereof) of land owned within the Property by such member. Upon such succession and assumption, the

association shall assume Developer's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Developer herein. Upon such succession and assumption, the Developer shall be relieved from all liabilities, obligations and duties hereunder.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Term. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein, shall continue in full force and effect for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2037, and shall thereafter be automatically extended for successive periods of five (5) years until terminated as provided in Section 8.02 below.

Section 8.02 Termination and Modification.

(a) Article IV of this Declaration (or any equivalent Article contained in any Supplementary Declaration), dealing with the regulation of uses and improvements, may be terminated, extended, modified or amended as to that area of the Property, upon a vote of the Owners owning a majority of the acreage (exclusive of the Common Areas) within that area of the Property voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided, however, that during the initial period of this Declaration, to-wit, prior to December 31, 2037, no such termination, extension, modification or amendment shall be effective without the written approval of Developer. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Developer as required herein) in the recording office where this Declaration is filed. All other Articles of this Declaration or any provision thereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended as to the whole of said Property or any portion thereof, upon a vote of the Owners owning a majority of the acreage (exclusive of the Common Areas) within the Property voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided, however, that during the initial period of this Declaration, to-wit, prior to December 31, 2037, no such termination, extension, modification or amendment shall be effective without the written approval of Developer. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Developer as required herein) in the recording office where this Declaration is filed.

(b) If for any reason the Developer's rights under the Option expire or are terminated pursuant to the terms of said Option, then in such event any portion of the Property which has not been purchased by the Developer at or prior to the time of such expiration or termination shall no longer be subject to this Declaration.

Section 8.03 Notices. All notices, approvals, or other communications required or permitted to be given under this Declaration

shall be in writing and shall be considered as properly given or made: (i) on the second day after being mailed from within the United States by first class United States mail, certified mail, return receipt requested, postage prepaid and addressed to the person to whom it is intended at the address of said person as set forth below, whether actually received or not; or (ii) when actually received by the person to whom it is intended if given in any other manner. The mailing address for a Building Site Owner shall be the address of said Owner as shown on the tax rolls of the city having taxing authority over the Building Site. The mailing address for the Developer shall be in care of Lubbock Economic Development Alliance, Wells Fargo Center, 1500 Broadway, 6th Floor Lubbock, Texas 79401: Lubbock Business Park Manager. Developer may change its address by filing a written instruction in the recording office where this Declaration is filed stating its new address.

Section 8.04 Parties Bound. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Developer, the Owners of all Building Sites located within the Property, the Owners of additional property made subject to this Declaration and their respective heirs, successors, personal representatives and assigns. Notwithstanding the above, upon the sale of a Building Site, the Owner so selling shall not have any further liability for the obligations thereon which shall accrue against that Building Site after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Building Site from any liabilities or obligations incurred prior to such sale pursuant to this Declaration. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site nor modify Developer's right of repurchase pursuant to Article V hereof.

Section 8.05 Severability of Provisions. If any Article, Section, subsection, paragraph, sentence, clause or phrase of this Declaration or any Supplementary Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining Articles, Sections, subsections, paragraphs, sentences, clauses and phrases of this Declaration or any Supplementary Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that the remaining Articles, Sections, subsections, paragraphs, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more of the other Articles, Sections, paragraphs, sentences, clauses or phrases shall become or be illegal, null or void.

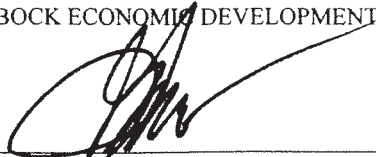
Section 8.06 Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine or neuter) as the context requires.

Section 8.07 Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration, or any part thereof.


Section 8.08 Applicable Law and Venue. This Declaration and the rights and obligations created hereby shall be construed in accordance with the laws of the State of Texas and venue for the enforcement of same shall lie exclusively in Lubbock County, Texas, and any person or entity affected hereby expressly waives the right to be sued elsewhere.

WITNESS THE EXECUTION hereto as of the date of acknowledgment by each of the parties hereto.

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

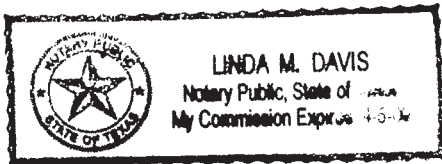
By: 
Gary C. Lawrence, its Chief Executive Officer
and President

STANDARD INTERNATIONAL, LLC

By: 
Gary C. Lawrence, attorney-in-fact,
pursuant to that certain Agreement Regarding
Conveyance of Land, Easement, Covenants and
Restrictions and Power of Attorney Coupled with
an Interest dated December 29, 2006 and recorded
at Document No. 2007000125 in the Official Public
Records of Lubbock County, Texas

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

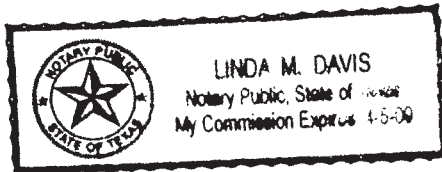
This instrument was acknowledged before me this 2ND day of August, 2007, by Gary C. Lawrence, Chief Executive Officer and President of Lubbock Economic Development Alliance, Inc., a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 2ND day of August, 2007, by Gary C. Lawrence, Attorney-in-Fact for Standard International, LLC., a Texas limited liability company, on behalf of said corporation.




NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

***LUBBOCK BUSINESS PARK
PROPERTY DESCRIPTION***

EXHIBIT "A"

A 586.151 acre tract of land being Section 7, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike found in the North line of Section 7, Block A, at the Northwest corner of this tract which bears N. 89/45'50" E. a distance of 260.03 feet from the Northwest corner of Section 7, Block A, Lubbock County, Texas;

THENCE N. 89/45'50" E., along the North line of said Section, a distance of 126.02 feet to a point at the Northwest corner of a tract of land recorded in Volume 393, Page 505, Deed Records of Lubbock County, Texas, for a corner of this tract;

THENCE S. 00/14'10" E. (Deed North-South), along the West line of said tract recorded in Volume 393, Page 505, at 12.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 112.00 feet to a 1/2" iron rod with cap set at the Southwest corner of said tract recorded in Volume 393, Page 505, for a corner of this tract;

THENCE N. 89/45'50" E. (Deed East-West), along the South line of said tract recorded in Volume 393, Page 505, a distance of 100.00 feet to a 1/2" iron rod with cap set at the Southeast corner of said tract recorded in Volume 393, Page 505 for a corner of this tract;

THENCE N. 00/14'10" W. (Deed North-South), along the East line of said tract recorded in Volume 393, Page 505, at 100.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 112.00 feet to a 1/2" iron rod with cap set in the North line of said Section 7, Block A, at the Northeast corner of said tract recorded in Volume 393, Page 505, for a corner of this tract;

THENCE N. 89/45'50" E., along the North line of said Section, a distance of 12.75 feet to a point at the Northwest corner of a tract of land described in Volume 1856, Page 255, Deed Records of Lubbock County, Texas, for a corner of this tract;

THENCE S. 00/12'16" E. (Deed S. 00/08'26" W. 122.00 feet), along the West line of said tract described in Volume 1856, Page 255, at 0.14 feet pass a railroad spike found in reference, at 30.15 feet pass a 3/8" iron rod found in reference, continuing for a total distance of 122.16 feet to a 3/8" iron rod found at the Southwest corner of said tract of land recorded in Volume 1856, Page 255, for a corner of this tract;

THENCE N. 89/48'18" E. (Deed S. 89/51'34" E.), along the South line of said tract described in Volume 1856, Page 255, a distance of 117.00 feet to a 1/2" iron rod with cap set at the Southeast corner of said tract of land recorded in Volume 1856, Page 255, for a corner of this tract;

THENCE N. 00/12'16" W. (Deed N. 00/08'26" E. 122.00 feet), along the East line of said tract of land recorded in Volume 1856, Page 255, at 92.01 feet pass a 3/8" iron rod found in reference, at 122.02 feet pass a railroad spike found in reference, continuing for a total distance of 122.24 feet to a point at the Northeast corner of said tract recorded in Volume 1856, Page 255, in the North line of said Section, for a corner of this tract;

THENCE N. 89/45'50" E., along the North line of said Section, a distance of 4648.15 feet to a railroad spike found in the West right-of-way line of North Martin Luther King Jr. Boulevard, in Warranty Deed to the City of Lubbock in instrument of record in Volume 1489, Page 603, Deed Records of Lubbock County, Texas, at the Northeast corner of this tract;

THENCE S. 00/23'49" E. (Deed S. 01/55'42" W. 319.88 feet), along the West right-of-way line of said North Martin Luther King Jr. Boulevard, a distance of 319.17 feet to a 3/8" iron rod found at a point of intersection;

THENCE Southwesterly, continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, around a curve to the right, said curve having a radius of 5674.58 feet, a central angle of 01/37'03" (Deed 01/37'00"), a chord distance of 160.19 feet (Deed 160.11 feet) and a chord bearing of S. 00/26'08" W. (Deed S. 02/44'12" W.) to a 3/8" iron rod found at a point of intersection;

THENCE S. 01/13'02" W. (Deed S. 03/32'42" W. 1237.52 feet), continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, a distance of 1237.51 feet to a 3/8" iron rod found at a point of intersection;

THENCE Southwesterly, continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, around a curve to the left, said curve having a radius of 5784.58 feet, a central angle of 01/37'59" (Deed 01/38'00"), a chord distance of 164.86 feet (Deed 164.90 feet) and a chord bearing of S. 00/26'11" W. (Deed S. 02/43'42" W.) to a 3/8" iron rod found at a point of intersection;

THENCE S. 00/25'41" E. (Deed S. 01/54'42" W. 1989.74 feet), continuing along the West right-of-way line of said North Martin Luther King, Jr. Boulevard, a distance of 1989.94 feet to a 3/8" iron rod found at a point of intersection;

THENCE Southeasterly, continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, around a curve to the left, said curve having a radius of 5784.58 feet, a central angle of 01/43'31" (Deed 01/43'30"), a chord distance of 174.18 feet (Deed 174.15 feet) and a chord bearing of S. 01/15'41" E. (Deed S. 01/02'57" W.) to a 3/8" iron rod with cap found at a corner of this tract;

THENCE S. 02/08'33" E., continuing along the West right-of-way line of said North Martin Luther King Jr. Boulevard, a distance of 231.56 feet to a 1/2" iron rod found at the Northeast corner of Lot 1, Lubbock Fire Department Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5943, Page 156, Real Property Records of Lubbock County, Texas, at a corner of this tract;

THENCE S. 89/41'40" W. (Plat S. 89/40'40" W.), along the North line of said Lot 1, a distance of 800.00 feet to a 1/2" iron rod with cap found at the Northwest corner of said Lot 1 at a corner of this tract;

THENCE S. 00/24'52" E. (Plat S. 00/25'30" E.), along the West line of said Lot 1, a distance of 1000.00 feet to a 1/2" iron rod with cap found at the Southwest corner of said Lot 1, in the North right-of-way line of East Ursuline Street for the Southernmost Southeast corner of this tract;

THENCE S. 89/40'40" W., along the North right-of-way line of said East Ursuline Street, a distance of 4374.50 feet to a 1/2" iron rod with cap set for a point of curvature;

THENCE Northwesterly around a curve to the right, said curve having a radius of 15.00 feet, central angle of 90/00'00" and a chord distance of 21.21 feet to a 1/2" iron rod with cap set in the East right-of-way line of North Ash Avenue for a non-tangent point of intersection;

THENCE N. 00/17'44" W., along the East right-of-way line of North Ash Avenue, a distance of 922.44 feet to a 1/2" iron rod with cap set in the East right-of-way line of Interstate No. 27 as reflected in Deed (Controlled Access Highway Facility) to the State of Texas in instrument of record in Volume 1418, Page 686, Deed Records of Lubbock County, Texas, for a point of intersection;

THENCE Northeasterly, along the East right-of-way line of said Interstate No. 27, granted to the State of Texas in instrument of record in Volume 1418, Page 686, and in Volume 1383, Page 149, respectively, Deed Records of Lubbock County, Texas, along a curve to the left, said curve having a radius of 1910.08 feet, a central angle of 16/39'08", a chord distance of 553.19 feet and a chord bearing of N. 17/17'30" E. for a point of intersection;

THENCE N. 09/38'33" E. (Deed N. 09/50'00" E. 1005.24 feet), continuing along the East right-of-way line of said Interstate No. 27, as reflected in Deed (Controlled Access Highway Facility) to the State of Texas in instrument of record in Volume 1383, Page 149, Deed Records of Lubbock County, Texas, a distance of 1005.21 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 04/37'38" W. (Deed N. 04/10'19" W. 1406.38 feet), continuing along the East right-of-way line of said Interstate No. 27, a distance of 1406.23 feet to a 1/2" iron rod found at a corner of this tract;

THENCE N. 01/29'08" W. (Deed N. 01/07'00" W. 1429.55 feet), continuing along the East right-of-way line of said Interstate No. 27, a distance of 1427.37 feet to the Point of Beginning, containing 586.151 acres of land.

EXHIBIT B

***RECOMMENDED LANDSCAPE PLANT
MATERIALS***

Recommended List of Landscape Plant Material

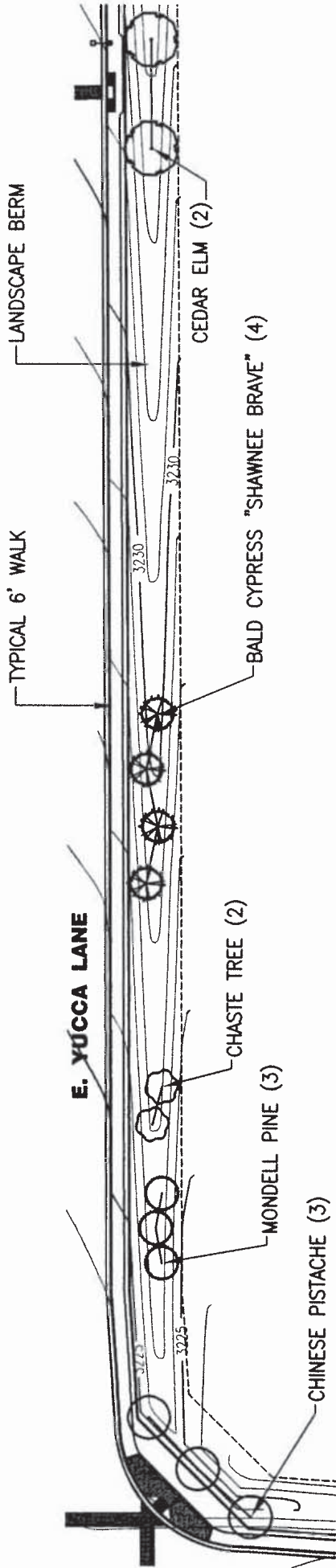
<i>Plant</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Min. Size</i>	<i>Variety</i>
Canopy/Shade Trees:				
	Cedar Elm	Ulmus crassifolia	3” cal.	
	Chinese Pistache	Pistachia chinensis	3” cal.	
	Lacebark Elm	Ulmus parvifolia	3” cal.	
	Live Oak	Quercus virginiana	3” cal.	
	Bur Oak	Quercus macrocarpa	3” cal.	
	Bald Cypress	Taxodium disticum	3” cal.	
	Bald Cypress	Taxodium disticum	3” cal.	“Shawnee Brave”
	Pecan	Carya illinoensis	3” cal.	
Ornamental Trees:				
	Desert Willow	Chilopsis linearis	15 gal.	
	Flowering Crabapple	Malus spp.	2” cal.	
	Crape Myrtle	Lagerstroemia indica	15 gal.	see shrub list below
	Redbud	Cercis canadensis	15 gal.	‘Texas’ or ‘Oklahoma’
	Chaste Tree	Vitex agnus-castus	15 gal.	
	Russian Olive	Eleagnus augustifolia	2” cal.	
	Yaupon Holly	Ilex vomitoria	15 gal.	
	Chitalpa	Chitalpa tashkentensis	15 gal.	
	Red Haw	Crataegus calpodendron	15 gal.	
Coniferous/Evergreen Trees:				
	Mondell Pine	Pinus eldarica	6’ Ht.	
	Austrian Pine	Pinus nigra	6’ Ht.	
	Deodor Cedar	Cedrus deodora	6’ Ht.	
Shrubs:				
	Blue Carpet Juniper	Juniperus squamata ‘Blue Carpet’	5 gal.	
	Blue Mist Spirea	Caryopteris clandonensis	5 gal.	
	Butterfly Bush	Buddleia davidii	5 gal.	
	Cotoneaster	Cotoneaster horizontalis	5 gal.	
	Barberry	Berberis thunbergii atropurpurea	5 gal.	
	Dwarf Chinese Holly	Ilex cornuta rotunda	5 gal.	
	Firethorn	Pyracantha coccinea	5 gal.	
	Halls Honeysuckle	Locinera japonica	5 gal.	
	Eleagnus	Eleagnus X ebbingei	5 gal.	
	Indian Hawthorne	Raphiolepis indica	5 gal.	‘Olivia’, ‘Clara’, ‘Indian Princess’
	Manhattan Euonymus	Euonymous kiautschovicus	5 gal.	
	Nellie R. Stevens Holly	Ilex x ‘Nellie R. Stevens’	5 gal.	
	Littleleaf Boxwood	Buxus microphylla	5 gal.	
	Rose of Sharon	Hibiscus syriacus	5 gal.	
	Crape Myrtle	Lagerstroemia indica	5 gal.	‘Watermelon Red’



<i>Plant</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Min. Size</i>	<i>Variety</i>
	Crape Myrtle	Lagerstroemia indica x fauriei	5 gal.	‘Tuscarora’, ‘Natchez’
	Tam Juniper	Juniperus sabina	5 gal.	
	Crimson Pigmy barberry	Berberis thunbergii	5 gal.	‘Crimson pigmy’
	Texas Sage	Leucophyllum frutescens	5 gal.	
	Nandina, Heavenly Bamboo	Nandina domestica	5 gal.	
	Flowering Quince	Chaenomeles speciosa	5 gal.	
	Fraser Photinia	Photinia x fraseri	5 gal.	
	Possumhaw	Ilex deciduous	5 gal.	
	Evergreen Sumac	Rhus virens	5 gal.	
	Apache Plume	Fallugia paradoxa	5 gal.	
	Three-Leaf Sumac	Rhus trilobata	5 gal.	
Perennials:				
	Artemesia	Artemesia spp.	1 gal.	‘Powis Castle’
	Black-Foot Daisy	Melampodium leucanthum	1 gal.	
	Coneflower	Echinacea purpurea	1 gal.	
	Daylily	Hemerocallis spp.	1 gal.	
	Dianthus	Dianthus chinensis	1 gal.	
	Hardy Hibiscus	Hibiscus moscheutos	1 gal.	
	Hybrid Columbine	Aquilegia x hybrida	1 gal.	
	Lambs ears	Stachus byzantina	1 gal.	
	Lavendar Cotton	Santolina chamaecyparissus	1 gal.	
	Lindheimer’s Gaura	Gaura lindheimeri	1 gal.	
	May Night Sage	Salvia sylvestris	1 gal.	
	Mexican Bush Sage	Salvia leucantha	1 gal.	
	Autumn Sage	Salvia greggii	1 gal.	
	Russian Sage	Perovskia atriplicifolia	1 gal.	
	Turk’s Cap	Malvariscus arboreus	1 gal.	‘Drummondii’
	Yarrow	Achillea clavennae	1 gal.	
	Autumn Joy Stonecrop	Sedum x	1 gal.	‘Autumn Joy’
	Indian Blanket	Gaillardia	1 gal.	
	Lily Turf	Liriope muscari	1 gal.	Big Blue’, ‘Green m.’
Ornamental Grasses:				
	Blue Fescue	Fesuca glauca	1 gal.	
	Inland Sea Oats	Chasmanthium latifolium	1 gal.	
	Lindheimer’s Muhly	Muhlenbergia lindheimeri	1 gal.	
	Japanese Silver Grass	Miscanthus sinensis	1 gal.	‘Variegatus’
	Blue Sedge	Carex glauca	1 gal.	
	Feather Reed Grass	Calamagrostis x acutiflora	1 gal.	
	Black Fountain Grass	pennisetum alopecuroides	1 gal.	‘Moundry’
	Hameln Fountain Grass	Pennisetum alopecuroides	1 gal.	‘Hameln’
	Maiden Grass	Miscanthus sinensis	1 gal.	‘Gracillimus’

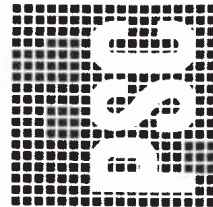


<i>Plant</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Min. Size</i>	<i>Variety</i>
	Gulf Coast Muhly	Muhlenbergia capillaris	1 gal.	'Regal Mist'
Cactus, Yucca or Yucca-Like:				
	Red-Hot Poker	Kniphofia uvaria		'Flamenco'
	Red Yucca	Hesperaloe parviflora		Red' or 'Yellow'
	Hardy Century Plant	Agave Neo-mexicano		
	Texas Green Sotol	Dasylierion Leiophyllum		
	Ocotillo	Fouquieria splendens		
	Thompson Yucca	Yucca thompsoniana		
	Chisos Agave	Agave harvardiana		
Groundcover:				
	Leadwort, Plumbago	Plumbago auriculata	1 gal.	'Imperial Blue'
	Ice Plant	Delosperma cooperi	1 gal.	
	English Ivy	Hedera helix	1 gal.	
	Rosemary	Rosmarinus officinalis	1 gal.	
	Creeping Euonymous	Euonymous fortunei	1 gal.	'Emerald Gaiety',
				'Coloratus'
Vines:				
	Silverlace	Polygonum auberti	1 gal.	
	Ornamental Grape	Vitus Californica	1 gal.	'Rogers Red'
	Trumpet Vine	Campsis radicans	1 gal.	'Flava'
	Cross Vine	Bignonia capreolata	1 gal.	
Lawn Grasses:				
			Rate:	
Seeded:	Buffalo / Blue Grama-50/50	Buchloe dactyloides/Bouteloua gracilis	4# live seed (ea)/1,000 sf	
Plugs:	Turffalo	Buchloe dactyloides	2" plugs @ 12"-17" sp.	



TYPICAL LANDSCAPE TREATMENT WITHIN LANDSCAPE EASEMENT

A1
NTS

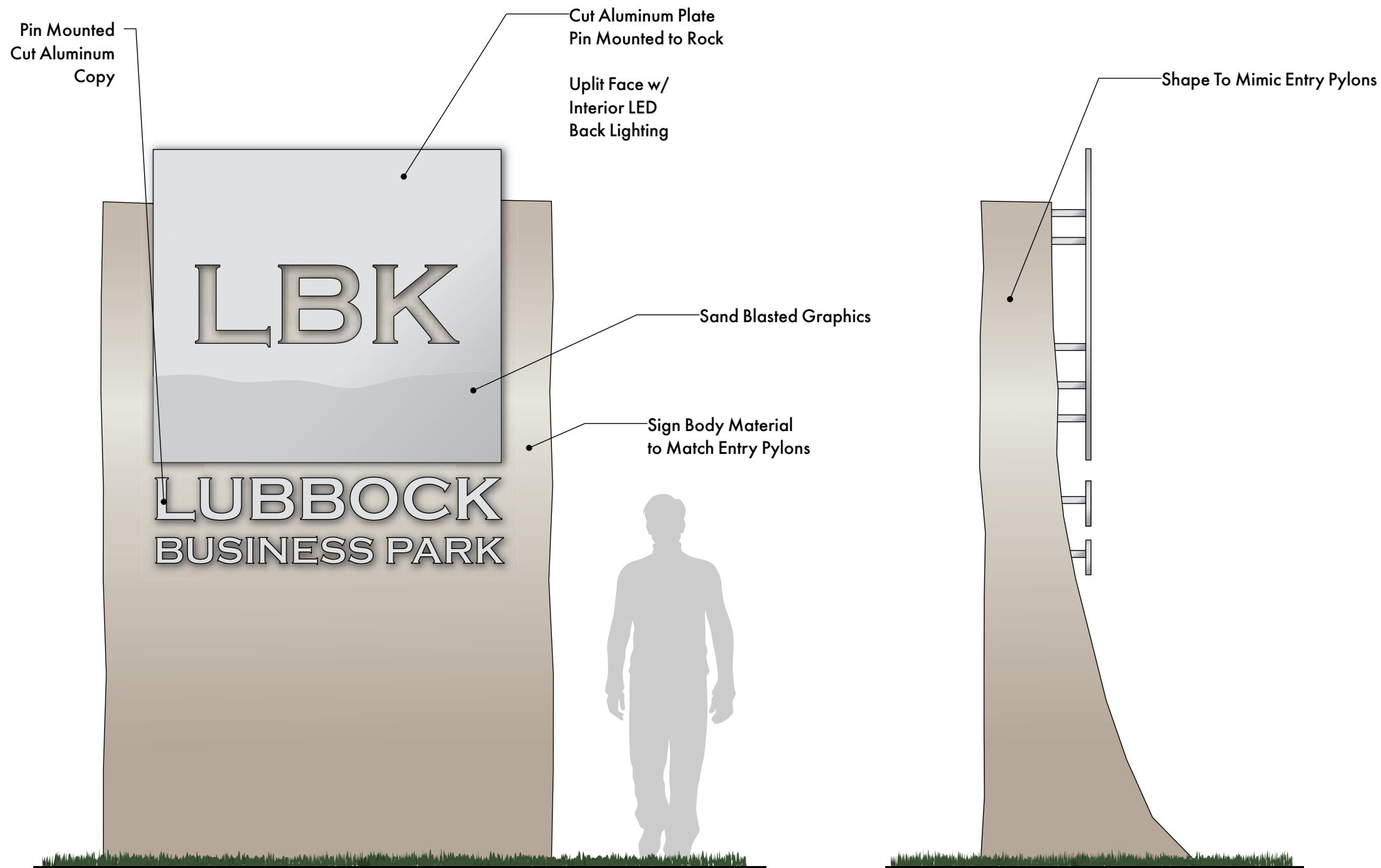


PROJECT NAME: LUBBOCK BUSINESS PARK
PROJECT ADDRESS: N. 1-27 @ YUCCA LANE

SHEET: EXHIBIT
ISSUE DATE: 7-2-07
REVISIONS:
PSC PROJECT #: 03.2295.07

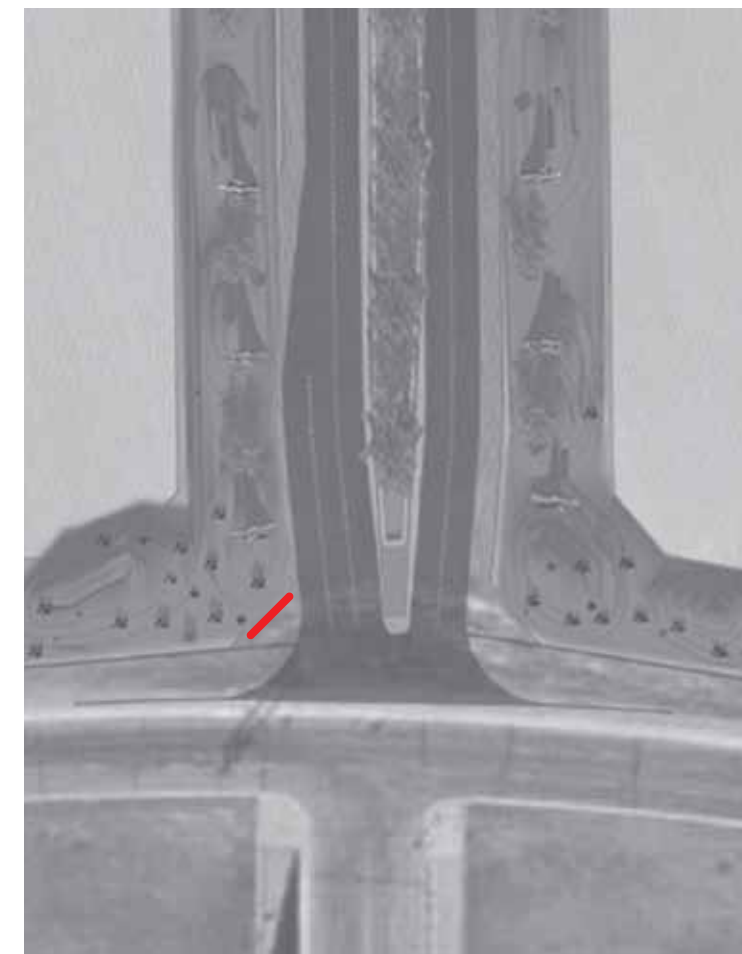
EXHIBIT C

BUSINESS PARK SIGNS



ELEVATION
 Scale: 1/2" = 1'-0" Typestyle: Copperplate Bold

SIDE ELEVATION
 Scale: 1/2" = 1'-0"

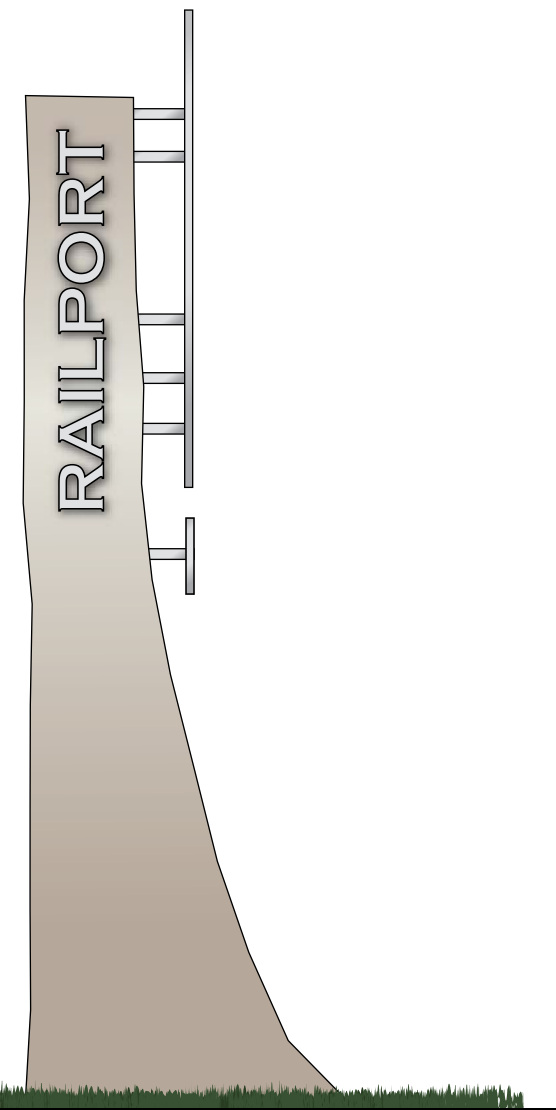
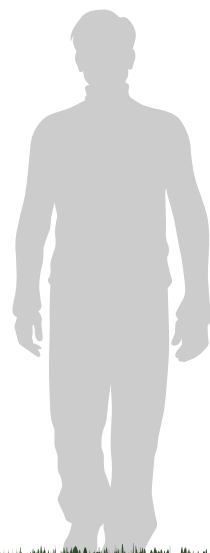


SITEPLAN



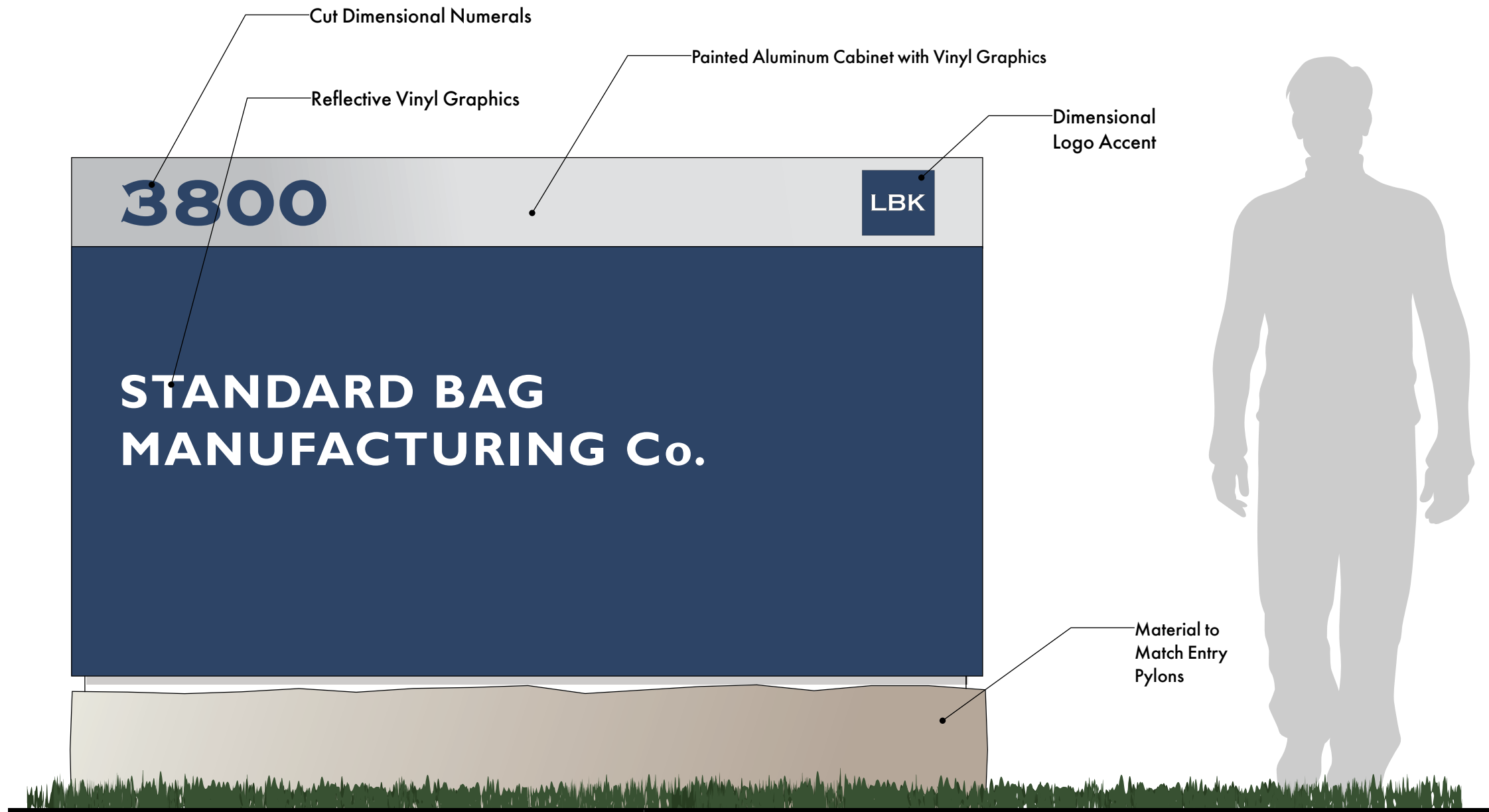
ELEVATION

Scale: 1/2" = 1'-0" Typestyle: Copperplate Bold

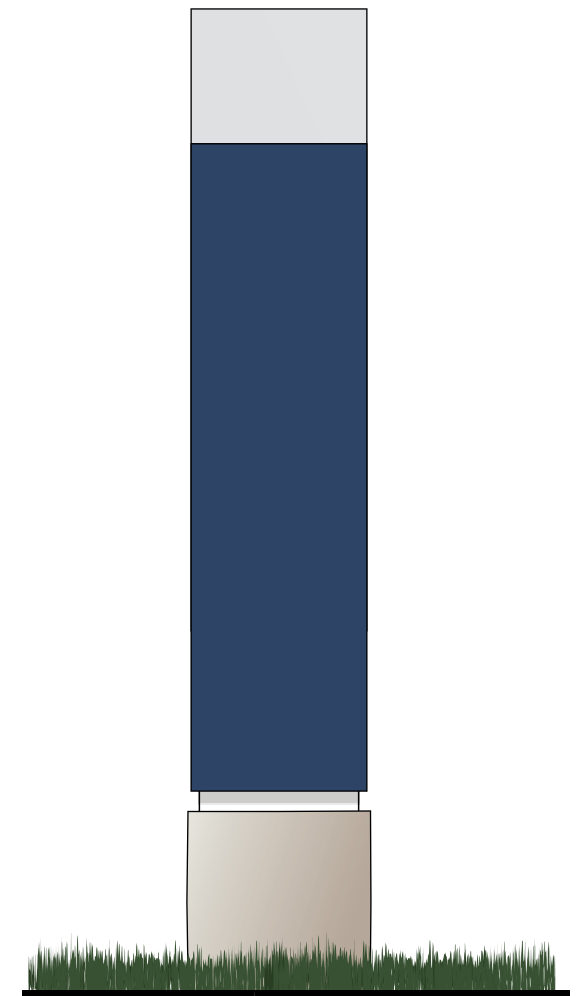


SIDE ELEVATION

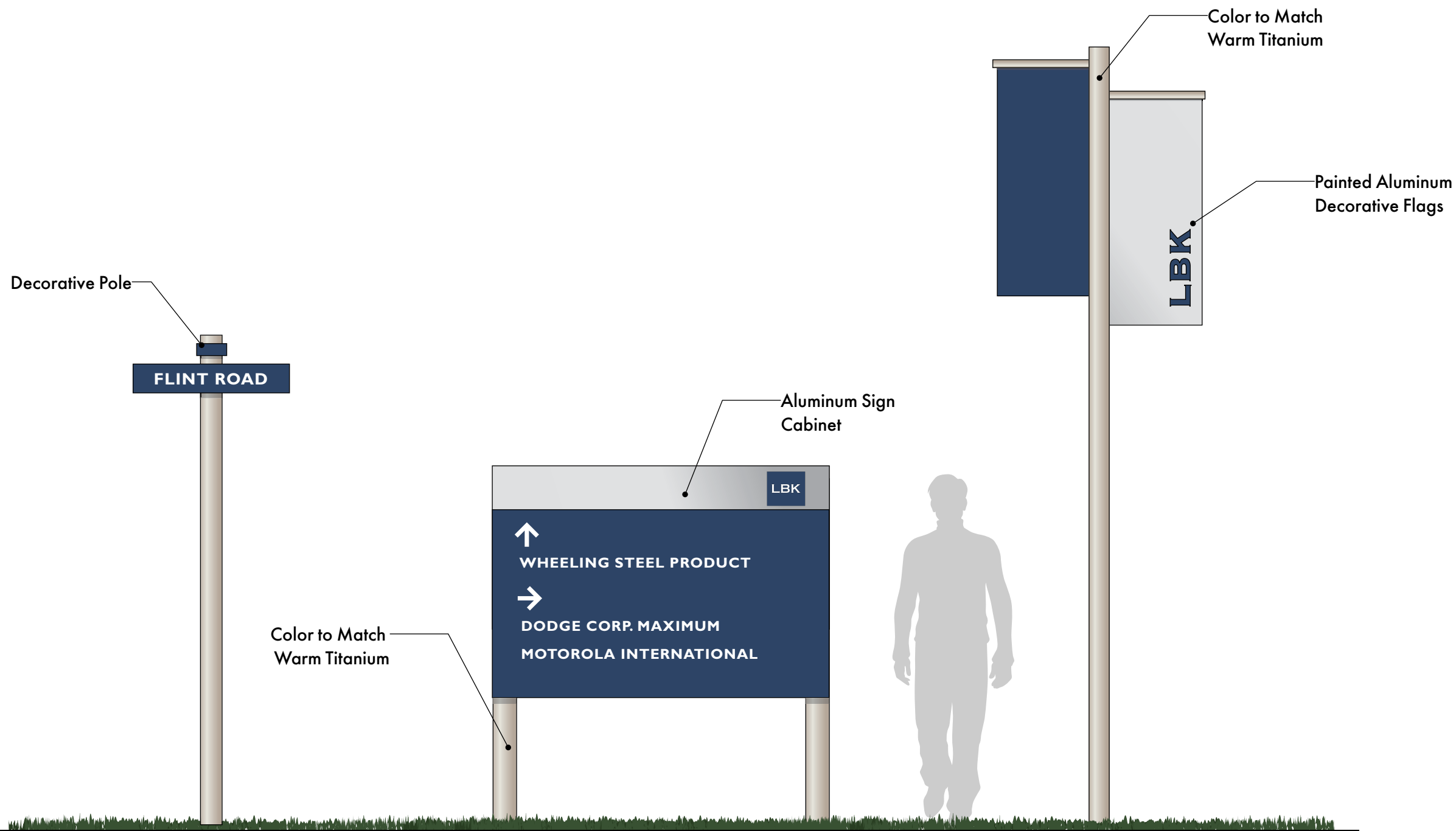
Scale: 1/2" = 1'-0"



ELEVATION
 Scale: 1" = 1'-0" Typestyle: Copperplate Bold & Gill Sans



SIDE ELEVATION
 Scale: 1" = 1'-0"



DIRECTIONALS & DECORATIVE FLAG
 1/2" = 1'-0" Typestyle: Copperplate Bold & Gill Sans

EXHIBIT D

***LUBBOCK BUSINESS PARK
LIGHTING***



FEATURES & SPECIFICATIONS

INTENDED USE— Streets, walkways, parking lots and surrounding areas.

CONSTRUCTION — Rugged, die-cast, single-piece aluminum housing with nominal wall thickness of 1/8". Die-cast door frame has impact-resistant, tempered, glass lens (3/16" thick). Door frame is fully gasketed with one-piece tubular silicone and has tool-less entry and resealing. **US. Patent No. D447,590. Canada Patent No. 94324.**

FINISH — Standard finish is dark bronze (DDB) polyester powder finish, with other architectural colors available.

OPTICAL SYSTEM — MIRO finish, segmented reflectors for superior uniformity and control. Reflectors attach with tool-less fasteners and are rotatable and interchangeable. Five full cutoff distributions available: Type II (roadway), Type III (asymmetric), Type IV (forward throw), Type IV (wide, forward throw) and Type V (symmetric square).

ELECTRICAL SYSTEM — Standard ballast is constant-wattage autotransformer. Ballasts are mounted on a removable power tray with tool-less latch and have positive locking disconnect plugs. Ballasts are copper-wound and 100% factory-tested. Porcelain, mogul-base socket with copper alloy, nickel-plated screw shell and center contact. UL listed.

INSTALLATION — Integral arm for pole or wall mounting. Optional mountings available.

LISTING — UL Listed (standard). UL listed suitable for wet locations (damp location listed in lens-up orientation).

Catalog Number AS2-400S-SR3-TB-SPA-DSAS2-LPI-DDB-PE MVOLT	
Notes	Type

Architectural Area & Roadway Luminares



AS2

HIGH PRESSURE SODIUM
200W, 250W, 400W
10' to 35' Mounting

AERIS™

Specifications

- EPA: 1.2 ft²
- Length: 28.0 (71.0 cm)
- Width: 16.5 (41.9 cm)
- Depth: 8.3 (21.0 cm)
- Weight: 45 lbs (20.4 kg)



All dimensions are inches (centimeters) unless otherwise specified.

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

Example: **AS2 250S SR4SC 120 SPA SF DNA LPI**

400S	SR3	TB	SPA-DSAS2	LPI-DDB-PE MVOLT
Series		Voltage	Mounting	Options
AS2 200S		120	SPA Square pole mounting (std)	Shipped installed
AS2 250S		200 ¹	RPA Round pole mounting	SF Single fuse (120, 277, 347, n/a TB)
AS2 400S		240 ¹	WBA Wall bracket (up or down) ³	DF Double fuse (208, 240, 480V, n/a TB)
		277	ASKMA2 Mast arm adapter ⁴	PER NEMA twist-lock receptacle only (no photocontrol)
		347	DSAS2 Decorative straight arm, square pole only ²	CR Enhanced corrosion resistance
		480 ¹	DSAS2R Decorative straight arm, round pole only ²	QRS Quartz restrrike system (250W maximum, lamp not included)
		TB ²	DCAS2 Decorative curved arm, square pole only ⁴	HS Houseside shield (SR2, SR3, SR4W)
			DCAS2R Decorative curved arm, round pole only ⁴	EC Emergency circuit
				TP Tamperproof
				LPI Lamp included as standard
				L/LP Less lamp
				Shipped separately ⁵
				PE1 NEMA twist-lock PE (120, 208, 240V)
				PE3 NEMA twist-lock PE (347V)
				PE4 NEMA twist-lock PE (480V)
				PE7 NEMA twist-lock PE (277V)
				AS2VG Vandal guard
				SC Shorting cap for PER option
				Architectural colors ⁶
				Standard colors
				DDB Dark bronze (standard)
				DWH White
				DBL Black
				Textured colors
				DSPD Dark gray
				DSPJ Light gray
				DBLB Black
				DWHG White
				DBNH Dark bronze
				DSPG Green
				DSPR Dark red
				DSPH Red
				DSPF Rust

NOTES

- 1 Consult factory for availability in Canada
- 2 Optional multi-fuse ballast (120, 208, 240, 277V) (120, 277, 347V in Canada).
- 3 Mounted in lens-up orientation, fixture is damp location listed.
- 4 Shipped separately
- 5 May be ordered as an accessory
- 6 Additional architectural colors available, see www.lithonia.com for more information

Accessories: Tenon Mounting Slipfitter

Order as separate catalog number. Must be used with round pole mounting (RPA).

Number of fixtures

Tenon O.D.	One	Two@180°	Two@90°	Three@120°	Three@90°	Four@90°
2-3/8"	AST20-190	AST20-280	n/a	AST20-320	n/a	n/a
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County TEXAS

August 06, 2007 03:03:56 PM

FEE: \$147.00

2007031921



AMEND 2011022487

10 PGS

Record and return to:
McCleskey, Harriger, Brazill & Graf, L.L.P
Attn: Tommy J. Swann
P.O. Box 6170
Lubbock, TX 79493-6170

SECOND AMENDED DECLARATION

LUBBOCK BUSINESS PARK

This Second Amended Declaration is made by Lubbock Economic Development Alliance, Inc. (LEDA) (hereinafter called "Developer"), a Texas nonprofit corporation created by the City of Lubbock, Texas, as an Industrial Development Corporation under the Development Corporation Act of 1979, as amended. (Sec 501.001 et seq, Texas Local Government Code, formerly Sec 5190.6, VACS.). This Second Amended Declaration amends that certain Amended Declaration, Lubbock Business Park recorded at Document Number 2007-031921 in the Official Public Records of Lubbock County, Texas ("Amended Declaration").

NOW THEREFORE, the Amended Declaration is amended as follows:

1. Section 3.04 Submission of Plans and Specifications. Reads as follows: "Plans and specifications submitted shall be in triplicate and shall include the following:" and is hereby amended to read as follows: "*Plans and specifications shall be submitted to the Committee when 95% complete. Specific issues and questions may be submitted in writing to the Committee at any time if clarification is required. Plans and specifications submitted shall be in triplicate and shall include the following:*"

2. Section 3.04(c) reads as follows: "(c) A site plan showing the location of all improvements, structures, walks, curbs, patios, driveways, fences, walls, all parking areas with number and size of parking spaces, trash receptacle location, required fire lanes, site ingress and egress, and the location of all truck doors, rail doors, personnel doors, entry doors, exterior glass or windows, and any other opening in the building." and is hereby amended to read as follows: *Section 3.04(c) "A site plan showing the location of all improvements, structures, walks, curbs, patios, driveways, fences, walls, all parking areas with number and size of parking spaces, trash receptacle location, required fire lanes, site ingress and egress, and the location of all truck doors, personnel doors, entry doors, exterior glass or windows, and any other opening in the building."*

3. Section 3.04(n) reads as follows: "(n) Exterior illumination, including location and fixture type" and is hereby amended to read as follows: "*Section 3.04 (n) Exterior illumination, including location, fixture type, and lighting study.*"

4. Section 3.04(o) reads as follows: "(o) A rail spur plan if applicable." *Section 3.04(o) shall be deleted in its entirety.*

5. Section 4.04(c) reads as follows “(c) Seventeen feet (17’) from the right-of-way line of any railroad spur or lead track.” *Section 4.04(c) shall be deleted in its entirety.*

6. Section 4.12 Signs. Reads as follows: “It is the desire and intention of the Developer to maintain a comprehensive signage standard for the LBK. All entrance and tenant identity signs shall comply with the requirements, design, and installation as established in Exhibit “C” “Business Park Signs”. Signs shall be governed as follows:”, and is hereby amended to read as follows: “*Section 4.12 Signs. It is the desire and intention of the Developer to maintain a comprehensive signage standard for the LBK. All entrance and tenant identity signs shall comply with the requirements, design, and installation as established in Exhibit “C” “Business Park Signs” and in the Comprehensive Signage Program. Signs shall be governed as follows: ”*

7. Section 4.12(b) reads as follows: “(b) Any permitted sign shall conform to all governmental ordinances and regulations applicable to same.” and is hereby amended to read as follows: “*Section 4.12(b) Any permitted sign shall conform to all governmental ordinances and regulations applicable to same.*

- (1) *Signs shall be a minimum of 25 feet from drive approach curb cut.*
- (2) *Required setback relative to property line is 1.43 x height of sign in feet.”*

8. Section 4.18(a) reads as follows: “(a) Driveways onto and off of East Yucca Lane shall not be located within one hundred sixty feet (160’) of an intersecting street, unless the traffic on the side of East Yucca Lane where the driveway is located is moving away from the intersection, in which case, the driveway shall not be located within sixty feet (60’) of the intersection. Driveways onto and off of other streets shall be located no closer than sixty feet (60’) to the corner of an intersecting Street. Distances shall be measured from the tangency line of the curb radius to the tangency line of the closest driveway curb radius.” and is hereby amended to read as follows: “*Section 4.18(a) Driveways onto and off of Lubbock Business Park Blvd. shall not be located within one hundred sixty feet (160’) of an intersecting street, unless the traffic on the side of Lubbock Business Park Blvd. where the driveway is located is moving away from the intersection, in which case, the driveway shall not be located within sixty feet (60’) of the intersection. Driveways onto and off of other streets shall be located no closer than sixty feet (60’) to the corner of an intersecting Street. Distances shall be measured from the tangency line of the curb radius to the tangency line of the closest driveway curb radius.”*

9. Section 4.19(a) reads as follows: “(a) All exterior walls facing East Yucca Lane shall be illuminated.” and is hereby amended to read as follows: “*Section 4.19(a) All exterior walls facing Lubbock Business Park Blvd. shall be illuminated.”*

10. Section 4.19(b) reads as follows: “(b) All exterior lighting shall be compatible and harmonious throughout the Property and shall be designed, installed, directed, altered and

maintained in accordance with plans and specifications submitted to and approved by the Architectural Review Committee. Sample of approved lighting types are included on Exhibit D.” and is hereby amended to read as follows: *“Section 4.19(b) All exterior lighting shall be compatible and harmonious throughout the Property and shall be designed, installed, directed, altered and maintained in accordance with plans and specifications submitted to and approved by the Architectural Review Committee. Sample of approved lighting types are included on Exhibit D. Exterior lighting shall be sufficient to fully illuminate all parking, storage, and working areas. Tenant shall submit lighting study documenting lighting coverage across lot.”*

11. Exhibit B - Recommended Landscape Plant Materials reads as follows:

Exhibit B – Recommended Landscape Plant Materials

LAWN GRASSES

Lawn Grasses:		Rate:	
Seeded :	Buffalo / Blue Grama-50/50	Buchloedactyloides/Boutelouagracilis	4# live seed (ea)/1,000 sf
Plugs:	Turffalo	Buchloedactyloides	2" plugs @ 12"-17" sp.

and is hereby amended to read as follows:

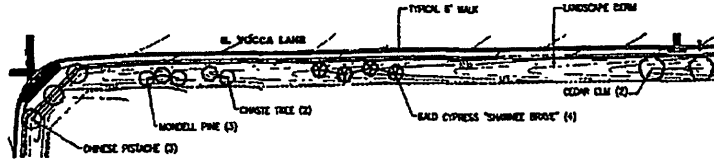
“Exhibit B - Recommended Landscape Plant Materials

LAWN GRASSES

Lawn Grasses:		Rate:	
Seeded :	Buffalo / Blue Grama-50/50	Buchloedactyloides/Boutelouagracilis	4# live seed (ea)/1,000 sf
Seeded :	Sahara Bermuda *	Cynodondactylon ‘Sahara’	3 lbs. per 1,000 SF
Plugs:	Turffalo	Buchloedactyloides	2" plugs @ 12"-17" sp.

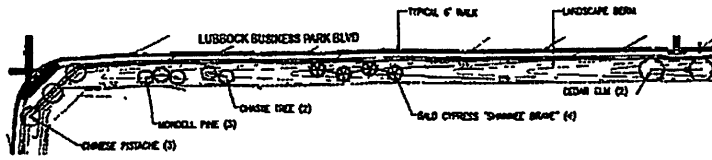
***Warm season grasses should be planted between April 15 and August 31. If seeding cannot be established by September 15, turf areas are to be over-seeded with annual rye grass (Loliummultiflorum) at the rate of 4-lbs/1,000 sf. The following spring season, after sufficient annual grass kill has been verified, the warm season grass should be planted at the recommended rate. During the winter season the annual grass should be maintained with irrigation and mowed at a maximum height of 3”.”**

12. The Graphic that is currently shown as follows:



(A1) TYPICAL LANDSCAPE TREATMENT WITHIN LANDSCAPE EASEMENT

is amended to be shown as follows:



(A1) TYPICAL LANDSCAPE TREATMENT UTILITY UNDERGROUND EASEMENT

E

13. There is added to the Amended Declarations the attached Recommended List of Landscape Plant Material and the attached Typical Landscape Treatment Within Landscape Easement.

14. Except for the changes set forth herein, the Amended Declaration shall remain unchanged.

Dated: July 5, 2011.

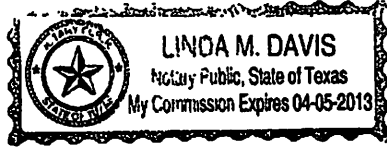
LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

By: John Osborne
John Osborne, its Chief Executive Officer and President

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on July 5, 2011, by John Osborne, Chief Executive Officer and President of Lubbock Economic Alliance, Inc., a Texas nonprofit corporation, on behalf of the corporation.



Linda M. Davis
NOTARY PUBLIC, STATE OF TEXAS



Recommended List of Landscape Plant Material

<i>Plant</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Min. Size</i>	<i>Variety</i>
Canopy/Shade Trees:				
	Cedar Elm	Ulmus crassifolia	3" cal.	
	Chinese Pistache	Pistachia chinensis	3" cal.	
	Lacebark Elm	Ulmus parvifolia	3" cal.	
	Live Oak	Quercus virginiana	3" cal.	
	Bur Oak	Quercus macrocarpa	3" cal.	
	Bald Cypress	Taxodium disticum	3" cal.	
	Bald Cypress	Taxodium disticum	3" cal.	"Shawnee Brave"
	Pecan	Carya illinoensis	3" cal.	
Ornamental Trees:				
	Desert Willow	Chilopsis linearis	15 gal.	
	Flowering Crabapple	Malus spp.	2" cal.	
	Crape Myrtle	Lagerstroemia indica	15 gal.	see shrub list below
	Redbud	Cercis canadensis	15 gal.	'Texas' or 'Oklahoma'
	Chaste Tree	Vitex agnus-castus	15 gal.	
	Russian Olive	Eleagnus augustifolia	2" cal.	
	Yaupon Holly	Ilex vomitoria	15 gal.	
	Chitalpa	Chitalpa tashkentensis	15 gal.	
	Red Haw	Crataegus calpodendron	15 gal.	
Coniferous/Evergreen Trees:				
	Mondell Pine	Pinus eldarica	6' Ht.	
	Austrian Pine	Pinus nigra	6' Ht.	
	Deodor Cedar	Cedrus deodora	6' Ht.	
Shrubs:				
	Blue Carpet Juniper	Juniperus squamata 'Blue Carpet'	5 gal.	
	Blue Mist Spirea	Caryopteris clandonensis	5 gal.	
	Butterfly Bush	Buddleia davidii	5 gal.	
	Cotoneaster	Cotoneaster horizontalis	5 gal.	
	Barberry	Berberis thunbergii atropurpurea	5 gal.	
	Dwarf Chinese Holly	Ilex cornuta rotunda	5 gal.	
	Firethorn	Pyracantha coccinea	5 gal.	
	Halls Honeysuckle	Locinera japonica	5 gal.	
	Eleagnus	Eleagnus X ebbingei	5 gal.	
	Indian Hawthorne	Raphiolepis indica	5 gal.	'Olivia', 'Clara', 'Indian Princess'
	Manhattan Euonymus	Euonymous kiautschovicus	5 gal.	
	Nellie R. Stevens Holly	Ilex x 'Nellie R. Stevens'	5 gal.	
	Littleleaf Boxwood	Buxus microphylla	5 gal.	
	Rose of Sharon	Hibiscus syriacus	5 gal.	
	Crape Myrtle	Lagerstroemia indica	5 gal.	'Watermelon Red'

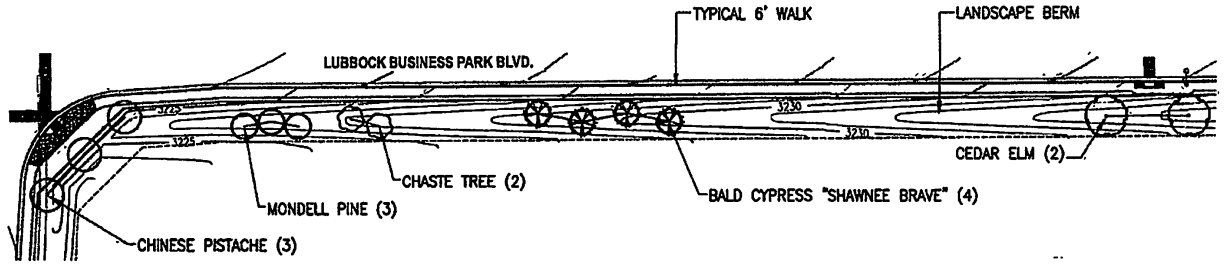


<i>Plant</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Min. Size</i>	<i>Variety</i>
	Crape Myrtle	Lagerstroemia indica x fauriei	5 gal.	'Tuscarora', 'Natchez'
	Tam Juniper	Juniperus sabina	5 gal.	
	Crimson Pigmy barberry	Berberis thunbergii	5 gal.	'Crimson pigmy'
	Texas Sage	Leucophyllum frutescens	5 gal.	
	Nandina, Heavenly Bamboo	Nandina domestica	5 gal.	
	Flowering Quince	Chaenomeles speciosa	5 gal.	
	Fraser Photinia	Photinia x fraseri	5 gal.	
	Possumhaw	Ilex deciduous	5 gal.	
	Evergreen Sumac	Rhus virens	5 gal.	
	Apache Plume	Fallugia paradoxa	5 gal.	
	Three-Leaf Sumac	Rhus trilobata	5 gal.	
Perennials:				
	Artemesia	Artemesia spp.	1 gal.	'Powis Castle'
	Black-Foot Daisy	Melampodium leucanthum	1 gal.	
	Coneflower	Echinacea purpurea	1 gal.	
	Daylily	Hemerocallis spp.	1 gal.	
	Dianthus	Dianthus chinensis	1 gal.	
	Hardy Hibiscus	Hibiscus moscheutos	1 gal.	
	Hybrid Columbine	Aquilegia x hybrida	1 gal.	
	Lambs ears	Stachus byzantina	1 gal.	
	Lavendar Cotton	Santolina chamaecyparissus	1 gal.	
	Lindheimer's Gaura	Gaura lindheimeri	1 gal.	
	May Night Sage	Salvia sylvestris	1 gal.	
	Mexican Bush Sage	Salvia leucantha	1 gal.	
	Autumn Sage	Salvia greggii	1 gal.	
	Russian Sage	Perovskia atriplicifolia	1 gal.	
	Turk's Cap	Malvariscus arboreus	1 gal.	'Drummondii'
	Yarrow	Achillea clavennae	1 gal.	
	Autumn Joy Stonecrop	Sedum x	1 gal.	'Autumn Joy'
	Indian Blanket	Gaillardia	1 gal.	
	Lily Turf	Liriope muscari	1 gal.	Big Blue', 'Green m.'
Ornamental Grasses:				
	Blue Fescue	Fesuca glauca	1 gal.	
	Inland Sea Oats	Chasmanthium latifolium	1 gal.	
	Lindheimer's Muhly	Muhlenbergia lindheimeri	1 gal.	
	Japanese Silver Grass	Miscanthus sinensis	1 gal.	'Variegatus'
	Blue Sedge	Carex glauca	1 gal.	
	Feather Reed Grass	Calamagrostis x acutiflora	1 gal.	
	Black Fountain Grass	pennisetum alopecuroides	1 gal.	'Moundry'
	Hameln Fountain Grass	Pennisetum alopecuroides	1 gal.	'Hameln'
	Maiden Grass	Miscanthus sinensis	1 gal.	'Gracillimus'



<i>Plant</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Min. Size</i>	<i>Variety</i>
	Gulf Coast Muhly	Muhlenbergia capillaris	1 gal.	'Regal Mist'
Cactus, Yucca or Yucca-Like:				
	Red-Hot Poker	Kniphofia uvaria		'Flamenco'
	Red Yucca	Hesperaloe parviflora		Red' or 'Yellow'
	Hardy Century Plant	Agave Neo-mexicano		
	Texas Green Sotol	Dasylierion Leiophyllum		
	Ocotillo	Fouquieria splendens		
	Thompson Yucca	Yucca thompsoniana		
	Chisos Agave	Agave harvardiana		
Groundcover:				
	Leadwort, Plumbago	Plumbago auriculata	1 gal.	'Imperial Blue'
	Ice Plant	Delosperma cooperi	1 gal.	
	English Ivy	Hedera helix	1 gal.	
	Rosemary	Rosmarinus officinalis	1 gal.	
	Creeping Euonymous	Euonymous fortunei	1 gal.	'Emerald Gaiety', 'Coloratus'
Vines:				
	Silverlace	Polygonum auberti	1 gal.	
	Ornamental Grape	Vitus Californica	1 gal.	'Rogers Red'
	Trumpet Vine	Campsis radicans	1 gal.	'Flava'
	Cross Vine	Bignonia capreolata	1 gal.	
Lawn Grasses:			Rate:	
Seeded:	Buffalo / Blue Grama-50/50	Buchloe dactyloides/Bouteloua gracilis	4# live seed (ea)/1,000 sf	
Seeded:	Sahara Bermuda *	Cynodon dactylon 'Sahara'	3 lbs. per 1,000 SF	
Plugs:	Turffalo	Buchloe dactyloides	2" plugs @ 12"-17" sp.	

*Warm season grasses should be planted between April 15 and August 31. If seeding cannot be established by September 15, turf areas are to be over-seeded with annual rye grass (Lolium multiflorum) at the rate of 4-lbs/1,000 sf. The following spring season, after sufficient annual grass kill has been verified, the warm season grass should be planted at the recommended rate. During the winter season the annual grass should be maintained with irrigation and mowed at a maximum height of 3".



A1 TYPICAL LANDSCAPE TREATMENT WITHIN LANDSCAPE EASEMENT
NTS



PROJECT NAME: LUBBOCK BUSINESS PARK
PROJECT ADDRESS: N. 1-27 @ LUBBOCK BUSINESS PARK BLVD.

SHEET: EXHIBIT
ISSUE DATE: 08-01-11
REVISIONS:
PSC PROJECT #: 01.2292.10

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Panton

Kelly Panton, County Clerk

Lubbock County TEXAS

July 06, 2011 04:16:17 PM

FEE: \$48.00

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