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CITY SECRETARY

THE CITY OF MCKINNEY, TEXAS
AND
VCIM PARTNERS, L.P.
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

- WHEREAS,** *VCIM PARTNERS, L.P.* a Texas limited partnership (hereinafter "VCIM"), is entering into this Chapter 380 Economic Development Agreement (this "Agreement") pursuant to a program initiated by the **CITY OF MCKINNEY, TEXAS** (hereinafter "CITY") pursuant to Chapter 380 of the Texas Local Government Code, for the primary purpose of developing and improving the private and public infrastructure as well as constructing corporate office buildings to enable businesses to expand and relocate their operations within the McKinney Corporate Center at Craig Ranch (the "Project") located wholly within the City of McKinney, Texas; and
- WHEREAS,** the CITY has agreed to a conditional economic development grant to VCIM based on the timely completion of the Project, including but not limited to the construction of certain building improvements and infrastructure to be funded, in part, by the CITY to VCIM and which building improvements and infrastructure are necessary to provide relocate and expand businesses in McKinney, Texas; and
- WHEREAS,** VCIM acknowledges that the grants described herein shall constitute the City's sole, economic stimulus package to VCIM pursuant to the City's/MEDC's Request for Proposals solicited in 2010; and
- WHEREAS,** the CITY will consider future, end-user projects on their individual merit and based on VCIM's commitment to develop the Project as a corporate park through its full build-out; and
- WHEREAS,** the CITY has the authority under Chapter 380 of the Texas Local Government Code to make loans or grants of CITY funds for the purposes of promoting local economic development and stimulating business and commercial activity within the CITY; and
- WHEREAS,** the CITY has established the Project as an eligible project as required by law and determines that a conditional grant to VCIM of its funds will serve the public purpose of promoting local economic development and enhancing business and commercial activity in the City of McKinney, Texas; and
- WHEREAS,** the CITY has concluded and hereby finds that this Agreement clearly promotes economic development in the CITY and, as such, meets the

requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the CITY and VCIM; and

WHEREAS, the City Council has considered and approved this Agreement.

NOW, THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VCIM and CITY agree as follows:

SECTION 1. TERM

This Agreement shall be effective from the Effective Date until March 1, 2026, unless terminated sooner under the provisions herein.

SECTION 2. DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

- a. Additional Grant. The words "Additional Grant" mean a payment to VCIM under Section 3 of this Agreement for the Additional Infrastructure in the amount not to exceed \$886,654.00.
- b. Additional Infrastructure. The words "Additional Infrastructure" mean one-half of Meyer Way from Henneman Way to Van Tuyl Parkway together with all sidewalks, landscaping, irrigation, street lighting and associated utilities (publicly-owned) and all appurtenances (privately-owned) in the location as depicted on Exhibit C.
- c. Agreement. The word "Agreement" means this Chapter 380 Economic Development Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- d. CITY. The word "CITY" means the City of McKinney, Texas. For purposes of this Agreement, CITY's address is 222 N. Tennessee, McKinney, Texas 75069.
- e. Grant Submittal Package. The words "Grant Submittal Package" mean the documentation required to be supplied to CITY as a condition of receipt of the Primary Grant or the Additional Grant. The Grant Submittal Package shall consist of (i) partial or final lien releases or affidavits of All Bills Paid, as applicable, for all privately-owned Primary Infrastructure; (ii) paid vendor receipts for Project "soft cost" expenses; (iii) all required city inspections and acceptance documents for publicly-owned Primary and Additional Infrastructure; and (iv) any other cost and payment documentation reasonably requested by CITY for the Project. The CITY,

or its designee, shall verify that the expenditures were made in such amounts prior to any Primary Grant or Additional Grant disbursement.

- f. Office Building. The words "Office Building" mean a newly-constructed, office building containing not less than 120,000 gross square feet situated within the Project.
- g. Office Building Grant. The words "Office Building Grant" mean payments to VCIM, or its assignee, based on the satisfaction of leasing conditions placed on the Office Building.
- h. Primary Grant. The words "Primary Grant" mean aggregate payments to VCIM under Section 3 of this Agreement for the Primary Infrastructure in the amount not to exceed \$4,155,380.00.
- i. Primary Infrastructure. The words "Primary Infrastructure" mean (a) the Corporate Center Entrance Road together with all appurtenances, sidewalks, landscaping, irrigation and street lighting (publicly-owned) and all appurtenances (privately-owned) from the Sam Rayburn Tollway frontage road to Henneman Way, (b) the Corporate Center Monument Features/Signage and Enhanced Landscaping (privately-owned and maintained by the owner/commercial owners' association, and (c) the Retention/Detention Lake Amenity (privately-owned and maintained by the owner/commercial owners' association), in the locations as depicted on Exhibit B.
- j. Project. The word "Project" means the McKinney Corporate Center at Craig Ranch, including but not limited to a new office building and certain defined infrastructure within and adjacent to an approximately 135 acre site in McKinney, Texas, in the Craig Ranch Development, more specifically depicted on Exhibit A, attached hereto and made a part hereof.
- k. VCIM. The letters "VCIM" mean VCIM Partners, Ltd., a Texas limited partnership, including its successors.

SECTION 3. GRANT FUNDING OBLIGATION OF CITY

So long as VCIM is not in Default and as construction expenses are incurred by VCIM, CITY shall fund the Primary Grant in the amount not to exceed Four Million One Hundred Fifty-Five Thousand Three Hundred Eighty and No/100 Dollars (\$4,155,380.00) under the express provisions and conditions contained in Section 4(a) below. In addition, VCIM shall be eligible for the Additional Grant in the amount not to exceed Eight Hundred Eighty-Six Thousand Six Hundred Fifty-Four and No/100 Dollars (\$886,654.00), under the express provisions and conditions contained in Section 4(b) below, payable no earlier than the third (3rd) anniversary of the Effective Date. The Primary Grant and Additional Grant shall be made only in the form of reimbursements pursuant to Section 4 below.

Subject to VCIM's continuous satisfaction of Section 4 below, the CITY agrees to process applications for the Primary Grant and Additional Grant within thirty (30) days after receipt of VCIM's Grant Submittal Package(s). The Office Building Grant shall be payable annually beginning February 1, 2016 if VCIM satisfies the conditions for such payments.

SECTION 4. OBLIGATIONS OF VCIM

While this Agreement is in effect, VCIM shall comply with the following terms and conditions to be eligible for the Primary Grant and the Additional Grant:

- a. Primary Infrastructure. VCIM shall submit to the City for its approval all plans and specifications and a proposed budget for the Primary Infrastructure, which approval shall not be unreasonably withheld (the plans and specifications when approved by the City shall be the "Approved Plans" and the budget shall be the "Approved Budget"). VCIM shall be entitled to spend up to fifteen percent (15%) of the Primary Infrastructure Grant on "soft costs", including, but not limited to, architectural, engineering, surveying and legal expenses directly related to the design and construction of the Primary Infrastructure. After approval of the plans and specifications and the budget for the Primary Infrastructure, VCIM shall obtain bids for the construction of the same and shall present to the City for its approval, which shall not be unreasonably withheld, one or more contracts for the construction of the Primary Infrastructure in accordance with the Approved Plans and the Approved Budget (such approved contract(s) being hereinafter referred to as the "Approved Contract", whether one or more). The scope of work contained in the Approved Contract for the Primary Infrastructure shall be fully-completed and CITY acceptance obtained by October 1, 2014, subject to force majeure. Failure to timely complete the Primary Infrastructure shall constitute Default and entitle CITY to invoke the remedies described in Section 6. VCIM shall be entitled to reimbursements for the soft costs and work performed under the Approved Contract based upon the submittal of verified construction draws/expenditures or vendor payments made by VCIM, or its affiliates, for the Primary Infrastructure as contained in one or more Grant Submittal Packages. The Grant Submittal Package(s) shall indicate the percentage of completion and the value of the work remaining under the Approved Contract; and the City shall have the right to retain such amounts of the Primary Grant equal to the value of the work remaining together with the amount of all retainage under the Approved Contract as indicated by the Grant Submittal Package(s).
- b. The Additional Grant shall be payable upon completion and acceptance of the Additional Infrastructure, but in no event earlier than three (3) years after the Effective Date. The Additional Infrastructure shall be completed on or before December 31, 2015, and submittals for reimbursement thereof shall conform to those required for the Primary Infrastructure.

- c. Office Building. The Primary Grant and Additional Grant shall be expressly conditioned upon VCIM's or an assignee's construction of the Office Building on or before October 1, 2014, subject to force majeure. The Office Building shall be not less than 120,000 gross square feet and shall be accompanied with an Engineer's Affidavit of construction value of not less than \$10,000,000.00 at completion. VCIM, or its assignee, shall apply for a building permit(s) for the Office Building and commence construction on or before June 30, 2013 and the Office Building shall be substantially complete on or before October 1, 2014, subject to force majeure.
- d. Office Building Grant. If the Office Building is timely completed, CITY shall pay VCIM, or its assignee, the Office Building Grant. The Office Building Grant shall be assignable and shall be in an amount equal to fifty percent (50%) of the City of McKinney's portion of ad valorem taxes assessed on the Office Building improvements (not including business personal ad valorem taxes or land), beginning with Tax Year 2015 and payable to VCIM on February 1, 2016, and thereafter on February 1 of the five (5) subsequent years. If at any time prior to the fifth (5th) anniversary of its receipt of a certificate of occupancy fifty percent (50%) of the net lease space in the Office Building is leased with leases having primary terms of greater than four (4) years, the Office Building Grant shall be extended for five (5) additional years. Notwithstanding anything herein to the contrary, the maximum number of annual payments under the Office Building Grant shall be ten (10) payments. Notwithstanding the payment dates for the Office Building Grant, no payments shall be due until all ad valorem taxes are paid in full on the Office Building, including the land and business personal property taxes, for any applicable Tax Year.
- e. VCIM shall record a restrictive covenant, substantially conforming to Exhibit D attached hereto and approved in advance by CITY, covering the Project. The restrictive covenant shall provide that the Project shall be limited to corporate office park and related uses only, unless the CITY otherwise grants its written consent. A violation by VCIM of the recorded restrictive covenant shall constitute a default of VCIM under Section 5 of this Agreement.
- f. The CITY agrees to streamline the development process for the Project by use of a project-specific development liaison offered to VCIM to assist VCIM through the City-related development regulations and processes.
- g. VCIM shall comply with all applicable City of McKinney codes, state and federal laws, and local ordinances applicable to the construction of the Primary Infrastructure, the Additional Infrastructure and the Office Building.

SECTION 5. EVENTS OF DÉFAULT.

Each of the following shall constitute an event of default under this Agreement:

- a. CITY's failure to process any Primary Grant, Additional Grant or Office Building Grant payment to VCIM in accordance with Section 3 of this Agreement.
- b. VCIM's violation or failure to perform any of the covenants contained in Section 4 hereinabove.

SECTION 6. EFFECT OF AN EVENT OF DEFAULT

In the event of default under Section 5, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default unless such default cannot be cured due to the passage of time. Should said default remain uncured and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement.

As long as it shall not be in default, VCIM shall have the power to obtain a judgment for damages and/or enforce specific performance to collect amounts owing upon CITY's default without terminating this Agreement. No action shall lie for punitive damages, and no special or consequential damages shall be recovered by either party. So long as VCIM is not in Default, VCIM shall be entitled to receive from CITY the Primary Grant, the Additional Grant and the Office Building Grant due VCIM, or its assigns, through the term of this Agreement. In the event VCIM, or its assignee, defaults in the timely construction of the Office Building after its receipt of any Primary or Additional Grant payments hereunder, and such default is not otherwise cured, or by the passage of time, cannot be cured, VCIM's receipted reimbursement under the Primary Grant and the Additional Grant shall be immediately unearned, due and payable to the CITY and no further payments shall be due during any period of Default. In the event VCIM, or its assignee, default in the timely construction of the Primary Infrastructure after the Office Building has been completed in accordance with the terms of this Agreement, and such default is not otherwise cured, or by the passage of time, cannot be cured, VCIM's receipted reimbursement under the Primary Grant shall be immediately unearned, due and payable to the CITY and no further payments under the Primary Grant shall be due during any period of Default. In any such event, CITY may use all legal means, including suit for breach of this Agreement, to collect receipted reimbursements from VCIM.

SECTION 7. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

- a. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all of the parties hereto.
- b. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- c. **Binding Obligation Only on Effective Date.** This Agreement shall become a binding obligation on the parties on the Effective Date. CITY warrants and represents that the individual executing this Agreement on behalf of CITY has full authority to execute this Agreement and bind CITY to the same. VCIM warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- d. **Limited Waiver of Sovereign Immunity.** The City expressly waives its right of immunity to suit for enforcement and collection under this Agreement, but otherwise does not waive any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- e. **Execution of Agreement.** The CITY has authorized its City Manager to execute this Agreement on behalf of the CITY.
- f. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- g. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

City of McKinney
222 N. Tennessee Street
McKinney, Texas 75069

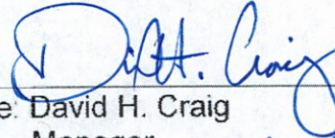
VCIM Partners, L.P.
6850 TPC Drive, Ste. 104
McKinney, Texas 75070

- h. **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be November 26, 2012.
- i. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- j. **Force Majeure.** Notwithstanding anything contained herein regarding a time of commencement or completion of the Primary Infrastructure, the Additional Infrastructure or the Office Building, VCIM, or its assignee, shall such additional time as may be required in the event of "force majeure" so long as VCIM, or its assignee, is diligently and faithfully pursuing commencement or completion of the same. For purposes of this Agreement, the term "force majeure" shall mean any contingency or cause beyond the reasonable control of VCIM, or its assignee, as the case may be, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action, fires, explosions, floods, strikes or shortages of essential materials.

SIGNATURE PAGE TO FOLLOW

VCIM PARTNERS, LTD.,
a Texas limited partnership

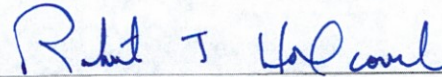
By: VCIM, L.L.C., Inc. its general partner



Name: David H. Craig

Title: Manager

Date Signed: 12/19/12



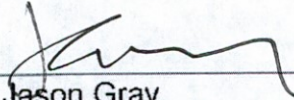
Name: Robert J. Holcomb

Title: Manager

Date Signed: _____

CITY OF MCKINNEY, TEXAS

By: _____

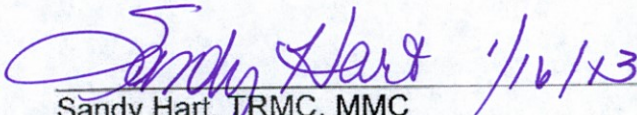


Name: Jason Gray

Title: City Manager

Date Signed: 1-16-13

ATTEST:



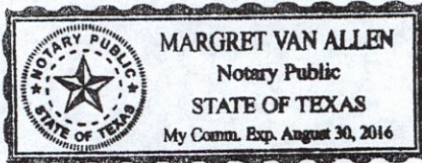
Sandy Hart, TRMC, MMC
City Secretary



PREPARED IN THE OFFICES OF:
BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

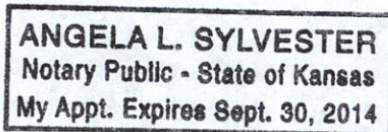
This instrument was acknowledged before me on the 19th day of December, 2012, by David H. Craig, the manager of VCIM, L.L.C., a Texas limited liability company, the general partner of VCIM Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Margret Van Allen
NOTARY PUBLIC - STATE OF TEXAS

STATE OF KANSAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 19th day of December, 2012, by Robert J. Holcomb, the manager of VCIM, L.L.C., a Texas limited liability company, the general partner of VCIM Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Angela L. Sylvester
NOTARY PUBLIC - STATE OF KANSAS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 16th day of January 2012, by Jason Gray, City Manager of the CITY OF MCKINNEY, TEXAS, on behalf of said municipality.

Karen D. Nash
NOTARY PUBLIC - STATE OF TEXAS

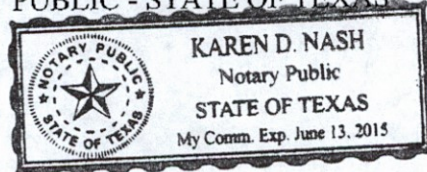


EXHIBIT A
The Project

FIELD NOTE DESCRIPTION

BEING a 137.199 acre tract of land situated in the Thomas Phillips Survey, Abstract No. 717, the William Holliday Survey, Abstract No. 385 and the John I. Driggins Survey, Abstract No. 274, in the City of McKinney, Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the east line of Weiskopf Avenue (60' wide) with the northwest line of State Highway 121 (Sam Rayburn Tollway)(variable width);

THENCE along the east line of said Weiskopf NORTH 23°40'35" WEST a distance of 44.69 feet to the beginning of a curve to the right having a radius of 220.00 feet and a chord bearing of North 12°05'45" West;

THENCE continuing with said east line with said curve to the right through a central angle of 23°09'40" for an arc length of 88.93 feet to a point for corner;

THENCE continuing with said east line, NORTH 00°30'55" WEST a distance of 186.37 feet to a point for corner;

THENCE departing the east line of said Weiskopf, SOUTH 66°24'46" WEST a distance of 473.56 feet to the southeast corner of Lot 1R, Block A of Shea Office Complex according to the plat recorded in Cabinet R, Page 83 of the Plat Records of Collin County Texas;

THENCE NORTH 21°10'55" WEST a distance of 377.42 feet to the northeast corner of said Lot 1R;

THENCE SOUTH 89°10'02" WEST a distance of 427.16 feet to the northwest corner of said Lot 1R and being located in the east line of TPC Drive (61' wide) and being in a curve to the right having a radius 2,849.00 feet and a chord bearing of North 02°17'51" West;

THENCE along the east line of said TPC Drive with said curve to the right through a central angle of 16°15'36" for an arc length of 808.51 feet to a point for corner;

THENCE continuing with said east line, NORTH 05°49'57" EAST a distance of 768.14 feet to a point for corner located in the southeast line of Van Tuyl Parkway;

THENCE along the southeast line of said Van Tuyl Parkway as follows:

NORTH 58°11'15" EAST a distance of 194.05 feet to a point for corner;

SOUTH 31°48'45" EAST a distance of 15.00 feet to a point for corner;

NORTH 58°11'15" EAST a distance of 72.00 feet to a point for corner;

NORTH 13°16'12" EAST a distance of 21.18 feet to a point for corner;

NORTH 58°11'15" EAST a distance of 1460.00 feet to a point for corner;

NORTH 31°48'45" WEST a distance of 150.60 feet to a point for corner;

NORTH 13°11'15" EAST a distance of 98.99 feet to a point for corner;

NORTH 58°11'15" EAST a distance of 601.30 feet to a point for corner;

NORTH 89°29'05" EAST a distance of 121.31 feet to a point for corner;

THENCE departing the south line of said Van Tuyl Parkway, SOUTH 00°30'55" EAST a distance of 98.06 feet to the beginning of a curve to the left having a radius of 630.00 feet and a chord bearing of South 15°33'46" East;

THENCE along said curve to the left through a central angle of 30°05'41" for an arc length of 330.91 feet to a point for corner;

THENCE SOUTH 30°36'36" EAST a distance of 166.40 feet to the beginning of a curve to the right having a radius of 563.00 feet and a chord bearing of South 15°47'05" East;

THENCE along said curve to the right through a central angle of 29°39'03" for an arc length of 291.36 feet to a point for corner;

THENCE SOUTH 00°57'33" EAST a distance of 445.75 feet to the beginning of a curve to the left having a radius of 637.15 feet and a chord bearing of South 15°41'03" East

THENCE with said curve to the left through a central angle of 29°26'41" for an arc length of 327.44 feet to a point for corner;

THENCE SOUTH 30°24'23" EAST a distance of 497.51 feet to a point for corner located in the center of a creek draw;

THENCE along the center of said creek draw as follows:

THENCE SOUTH 08°55'30" WEST a distance of 61.86 feet to a point for corner;

THENCE SOUTH 19°27'29" WEST a distance of 273.08 feet to a point for corner;

THENCE SOUTH 78°23'15" WEST a distance of 193.83 feet to a point for corner;

THENCE SOUTH 32°58'26" WEST a distance of 137.79 feet to a point for corner;

THENCE SOUTH 20°36'17" WEST a distance of 218.35 feet to a point for corner;

THENCE SOUTH 15°17'04" WEST a distance of 148.97 feet to a point for corner;

THENCE SOUTH 29°34'52" WEST a distance of 213.44 feet to a point for corner located in the northwest line of said State Highway 121 (Sam Rayburn Tollway);

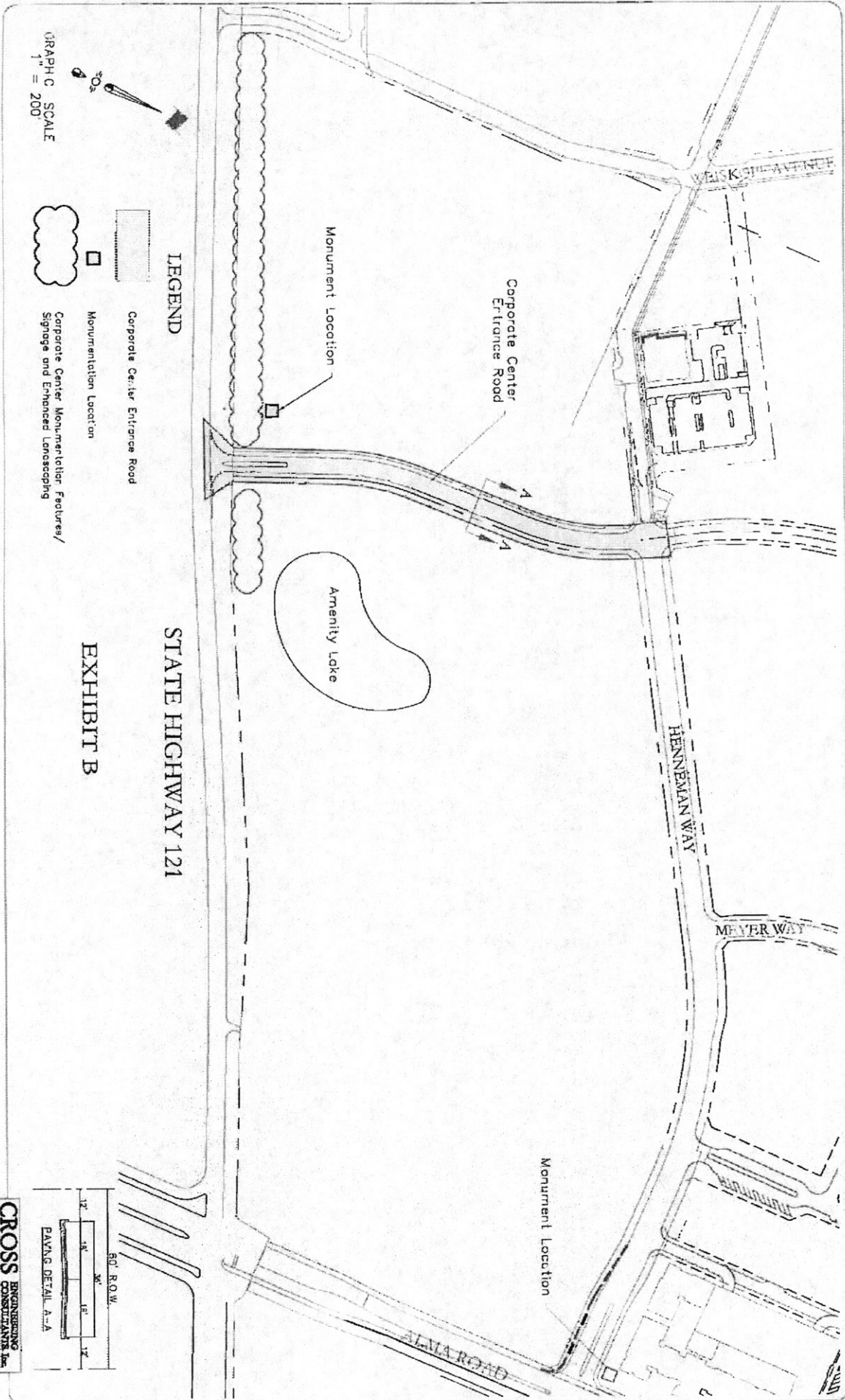
THENCE along the northwest line of said State Highway 121, SOUTH 66°19'08" WEST a distance of 1175.82 feet to the POINT OF BEGINNING; CONTAINING 137.199 acres or 5,976,400 square feet of land more or less SAVE & EXCEPT,

2.726 acres (118,729 Sq. Ft.) consisting of the SHIMMER ADDITION and OB-GYN WEST PARK ADDITION.

McKINNEY CORPORATE CENTER BOUNDARY EXHIBIT




Survey information table with columns for Date, Location, and other details. Includes a logo for A/B BEERDORF GROUP, INC. and a note about the survey being a plat for a subdivision.

EXHIBIT B
Primary Infrastructure



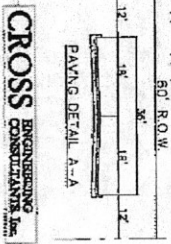
GRAPHIC SCALE
1" = 200'

LEGEND

-  Monumentation Location
-  Corporate Center Entrance Road
-  Corporate Center Monumentation Features/Signage and Enhanced Landscaping

STATE HIGHWAY 121

EXHIBIT B



CROSS ENGINEERING
CONSULTANTS, INC.

EXHIBIT C
Additional Infrastructure

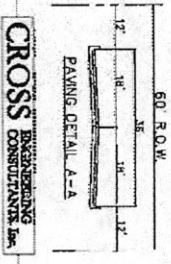
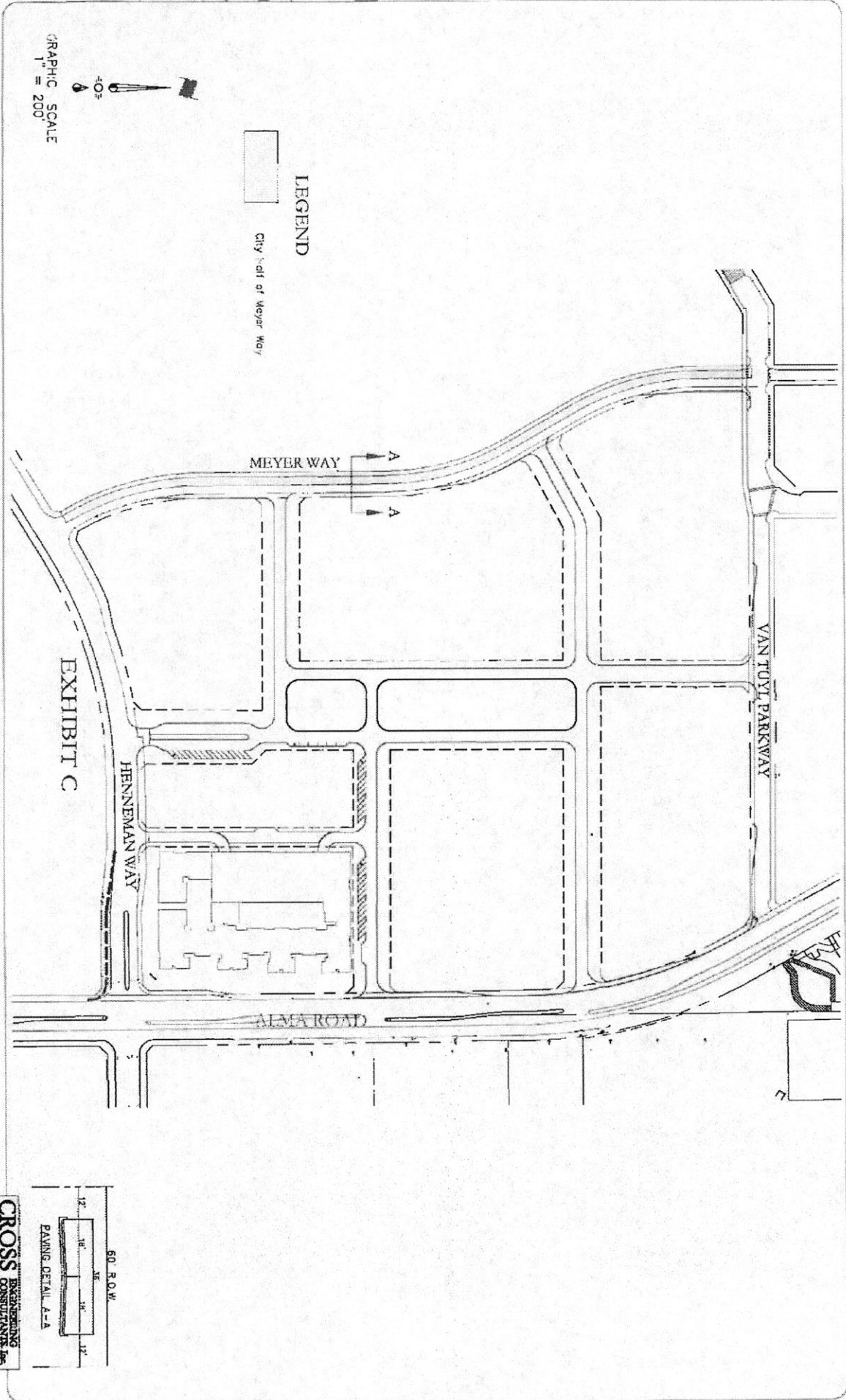


EXHIBIT D
Restrictive Covenant

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (this "Corporate Office Park Declaration") is made effective as of the 26th day of November, 2012 by VCLM Partners, LP, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property in Collin County, Texas, described by metes and bounds on Exhibit "A" and depicted on Exhibit "A-1", both attached hereto (the "Property"), which Property is part of Declarant's development known as "Craig Ranch" located in McKinney, Texas, the general development plan of which is attached hereto as Exhibit "B"; and

WHEREAS, the Property is subject to the Community Charter of Craig Ranch, recorded on March 12, 2004, as Document No. 2004-0034616, in Volume 5625, Page 01378 of the Land Records of Collin County, Texas (the "Community Charter"), as amended and supplemented, which created the Craig Ranch Community Association (the "Association"); and

WHEREAS, Declarant desires to subject the Property to the restrictions hereinafter set forth in order to effect the development of the Property as a corporate office park; and

WHEREAS, the Declarant and the City of McKinney, Texas ("City") have entered into that one certain Chapter 380 Economic Development Agreement requiring that the City approve in advance the provisions of the restrictions created hereby.

NOW, THEREFORE, Declarant herein declares that the Property and all portions thereof is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions hereinafter set forth.

ARTICLE I – GENERAL

1.1 Purpose of Corporate Office Park Declaration. The purpose of this Corporate Office Park Declaration is to promote the proper development and use of the Property as a corporate office park; to restrict certain uses of the Property; to provide minimum standards for structures built on the Property; to provide the City certain rights as beneficiary hereunder; and to provide for the enforcement of this Corporate Office Park Declaration.

1.2 Property Subject to the Corporate Office Park Declaration. The Property covered by this Corporate Office Park Declaration is described in the attached Exhibit "A" and depicted on the attached Exhibit "A-1". Any right, title and interest therein owned or held shall be subject to this Corporate Office Park Declaration and the restrictions set forth herein, as the same may be amended or deleted in accordance with the provisions of this Corporate Office Park Declaration.
NO OTHER PARCEL OF LAND IS SUBJECT TO OR COVERED BY THIS

CORPORATE OFFICE PARK DECLARATION. THE INCLUSION OF THE EXHIBIT "B" GENERAL DEVELOPMENT PLAN FOR CRAIG RANCH AS A PART OF THIS CORPORATE OFFICE PARK DECLARATION IS FOR REFERENCE PURPOSES ONLY. IT IS NOT INTENDED THAT THIS CORPORATE OFFICE PARK DECLARATION, AND THE CORPORATE OFFICE PARK DECLARATION DOES NOT, ENCUMBER OR AFFECT THE TITLE TO ANY TRACT OTHER THAN THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A".

ARTICLE II – PROHIBITED USES

2.1 Prohibited Uses. The following uses are prohibited on the Property:

- (i) automotive and automotive-related sales or services;
- (ii) medium or heavy manufacturing or fabrication;
- (iii) retail sales designed primarily for other than the occupants of an office Building, including any free-standing retail building;
- (iv) residential;
- (v) amusement or recreational;
- (vi) gas station;
- (vii) mini-warehouse and free-standing buildings primarily used as a Warehouse or distribution facility;
- (viii) retail services designed primarily for other than the occupants of an office building, including free-standing restaurants and free-standing retail buildings; and
- (ix) not for profit educational.

2.2 Additional Prohibited Uses. Any use which produces excessive smoke, noise, light, gas, fumes, dust, odor, vibration or danger of fire, explosion or radiation that is objectionable or constitutes a nuisance is also prohibited on the Property.

ARTICLE III – MINIMUM STANDARDS FOR STRUCTURES

3.1 Inhabitable Structures. All inhabitable structures constructed on the Property shall be a minimum of 60,000 square feet.

3.2 Accessory Structures. Inhabitable structures meeting the requirement of 3.1 above may have accessory structures in which employees are located to provide traffic control, maintenance and other services directly related to the maintenance or operation of the primary structure.

ARTICLE IV – MISCELLANEOUS

4.1 **Binding Effect and Duration.** The restrictions of this Corporate Office Park Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the City or the Association and their respective legal representatives, heirs, successors and assigns for a term of 50 years from the date that this Corporate Office Park Declaration is recorded in the Real Property Records of Collin County, Texas.

4.2 **Amendment.** This Corporate Office Park Declaration may be amended only pursuant to a written amendment executed by the Association and the City that is recorded in the Real Property Records of Collin County, Texas; provided, however, that no such amendment prior to January 1, 2027 shall be effective without the joinder of the Declarant.

4.3 **Enforcement.** Declarant, the City or the Association shall have the right (but not the duty) to enforce the restrictions set forth in this Corporate Office Park Declaration. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any part of this Corporate Office Park Declaration, either to restrain violation or recover damages; and failure by Declarant, the City or the Association to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the nonprevailing party.

4.4 **Validity and Severability.** Violation or failure to comply with the restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing as an encumbrance of any part of the Property. Invalidation of any one or more of the restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other restrictions or provisions contained herein, which shall remain in full force and effect.

4.5 **Interpretation.** The provisions of this Corporate Office Park Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance which is less restrictive. This Corporate Office Park Declaration shall be construed under and in accordance with the laws of the State of Texas. The exhibits attached hereto are incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, VCIM PARTNERS, LP, being the Declarant herein, has caused this instrument to be executed to be effective as of the date first written above.

VCIM PARTNERS, LP, a Texas limited Partnership

By: VCIM GP, LLC, a Texas limited Liability company

By: _____
David H. Craig, Manager

By: _____
Robert J. Holcomb, Manager

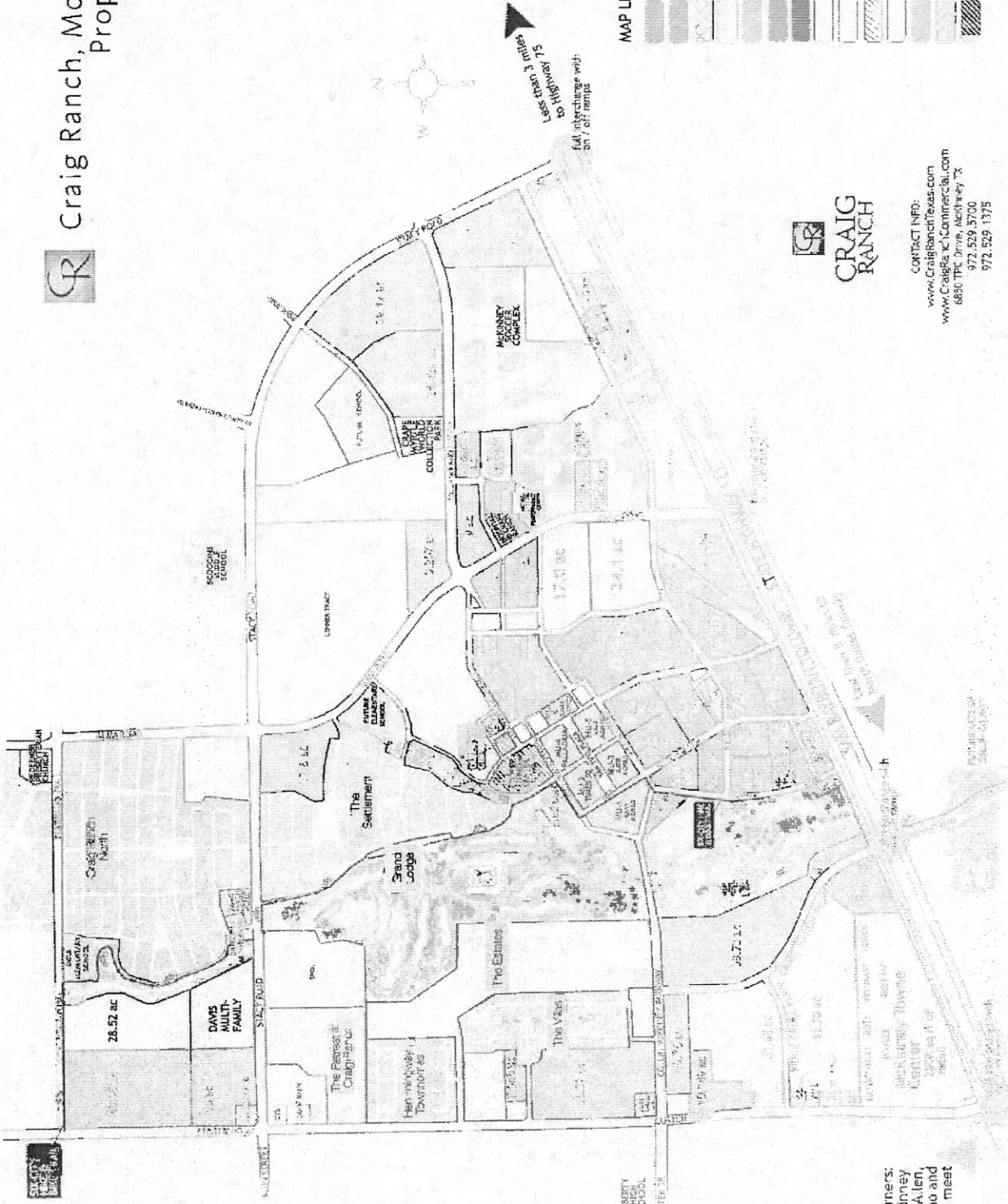
EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

DEPICTION OF CRAIG RANCH

Craig Ranch, McKinney Texas Property Siteplan



MAP LEGEND

[Symbol]	M/D CAL DISTRICT
[Symbol]	CORPORATE CAMPUS
[Symbol]	EMPLOYMENT CENTER / MULTI FAMILY
[Symbol]	MULTI FAMILY
[Symbol]	URBAN CORE
[Symbol]	COMMERCIAL / RETAIL
[Symbol]	EMPLOYMENT CENTER DISTR CT
[Symbol]	COMPLETED STREETS
[Symbol]	PARKS / OPEN SPACE
[Symbol]	POTENTIAL FUTURE STREETS (roads may vary)
[Symbol]	NOT PART OF CRAIG RANCH
[Symbol]	SCHOOL'S
[Symbol]	OWNED BY OTHERS
[Symbol]	DEVELOPED



CONTACT INFO:
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 6850 TPC Drive, McKinney, TX
 972.529.5790
 972.529.1375

- Four Corners:
 1) McKinney
 2) Allen
 3) Plano and
 4) Frisco meet