

SHORT FORM LEASE

2211006220/JS

THIS SHORT FORM LEASE (the "Short Form Lease") is made and entered into this 5<sup>th</sup> day of September, 2012, by and between HEBCO DEVELOPMENT, INC., a Texas corporation ("Landlord"), and CHICK-FIL-A, INC., a Georgia corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated February 8, 2012 (as amended, the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of Bexar County, Texas, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Demised Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Demised Premises. Landlord hereby leases and lets to Tenant, and Tenant hereby takes and leases from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land (the "Land"), consisting of approximately 1.533 acres located on South New Braunfels, City of San Antonio, County of Bexar, State of Texas, being more particularly described or shown on Exhibit "A" attached hereto; TOGETHER WITH the following rights and easements: (i) a non-exclusive easement (the "Access Easements"), for the term of this Lease, for the purposes of pedestrian and vehicular access, ingress and egress, upon, over, through and across the driveways and access drives (collectively, the "Driveways"), as the same may exist from time to time, on those portions of the Adjoining Property (as defined below) identified on the site plan (the "Site Plan") attached hereto as Exhibit "H" as the "Critical Access Drive" (the "Critical Access Drive") (except with respect to temporary closures for routine repair and maintenance or unless required by the applicable governmental authorities, the location of those Driveways located within the Critical Access Drive may not be materially altered or relocated without Tenant's prior written consent (provided that Tenant shall not unreasonably withhold, condition or delay its approval of such requested alterations or relocations and provided further that Tenant shall respond to any such request within thirty (30) days and if Tenant has not objected to such request with specificity within such thirty (30) day period, such request shall be deemed approved)); (ii) a non-exclusive easement (the "Cross Parking Easement") for the term of this Lease, for the benefit of the Land upon, over, through and across the parking areas located on the Adjoining Property and depicted on the Site Plan as the "Cross Parking Area" for the purpose of vehicular parking; (iii) a non-exclusive easement, for the term of this Lease, upon, over, under and through the Adjoining Property for the use, maintenance, repair and replacement of underground utility lines, conduits and facilities to serve the Land and the improvements thereon, together with the right to tie into and connect to utility (including storm water drainage and detention) lines, conduits and facilities now or hereafter located on the Adjoining Property in order to serve the Land and improvements thereon; provided however, the initial location and any future relocation of such lines, conduits and facilities on the Adjoining Property shall be subject to the prior written approval of Landlord (not to be unreasonably withheld, conditioned, or delayed), provided that upon the prior written approval of Tenant, which shall

not be unreasonably withheld, conditioned or delayed, such utility lines, conduits and facilities may be relocated by Landlord (provided that such relocation does not unreasonably interrupt the utility services to the Land, Tenant may not withhold, condition or delay its approval); (iv) a non-exclusive easement, for the term of this Lease, over and across the Adjoining Property for the purpose of the ancillary passing and discharging storm and surface water to the storm drainage facilities and easements, as the same may exist from time to time, on the Adjoining Property from the Land as it may be improved from time to time; and (v) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (all the foregoing being hereinafter referred to as the "**Demised Premises**"). Landlord agrees that Tenant's easement rights set forth in this Section 1 shall run with the title to the Land and the Adjoining Property for the term of this Lease. For purposes hereof the "**Adjoining Property**" shall refer to the real property adjacent to the Land and more particularly described or shown on the Site Plan and Exhibit "B" attached hereto.

2. Term. The term of the Lease commenced on September 5, 2012, and shall terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Lease.

3. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

4. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

5. Restrictions on Adjoining Property. Section 28 of the Lease contains the following restrictions on the Adjoining Property:

Section 28. Restrictions on Adjoining Property: For so long as Tenant is not in default hereunder and is open and operating on the Land for the Permitted Use (subject to closures for casualty, condemnation, remodeling and/or repairs, as permitted pursuant to the terms, conditions, and provisions of this Lease), Landlord covenants and agrees that (i) Landlord shall maintain and repair, at no additional cost to Tenant, the Critical Access Drives on Exhibit "B" attached hereto, and (ii) Landlord shall not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied any portion of the Adjoining Property for any of the following uses: a theater of any kind; bowling alley, skating rink, amusement park, carnival or circus; meeting hall, place of instruction (provided that the foregoing shall not prohibit Landlord or other occupants of the Adjoining Property from conducting cooking schools or cooking classes, cosmetic school, or other schools or classes incidental to its sale of food or other merchandise on the Adjoining Property, day cares facilities, meeting rooms or community conference rooms provided said rooms do not exceed 1,000 sf, or training schools), sporting event or other sports facility (provide that the foregoing shall not prohibit health clubs, gyms, yoga studios, pilates studios, dance studios, martial arts studios, or other such similar businesses), auditorium or any other like place of public assembly; mortuary or funeral parlor; establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop (provided that the foregoing shall not prohibit a gasoline or fuel service station), any establishment selling trailers; billiard parlor; tavern, pub or bar (except in connection with a restaurant); pawn shop; amusement center, flea market, massage parlor, "disco" or other dance hall; tattoo or body piercing parlor; casino, gaming room, or "off track betting" operation; for the

sale of paraphernalia for use with illicit drugs; or for the sale, rental or display of pornographic materials. Furthermore, no restaurant shall be permitted on any portion of the Adjoining Property unless said restaurant independently maintains a parking ratio of ten (10) parking spaces for every one thousand (1,000) square feet of building space for such restaurant without relying on any parking spaces located on the Land; provided, however, no "social encounter restaurant" (as hereinafter defined) shall be permitted on any portion of the Adjoining Property unless said social encounter restaurant independently maintains a parking ratio of fifteen (15) parking spaces for every one thousand (1,000) square feet of Floor Area for such restaurant without relying on any parking spaces on the Land and all such social encounter restaurants located on any Pads shall self-park. Notwithstanding the foregoing to the contrary, an in-line social encounter restaurant may utilize parking spaces on the Adjoining Property to satisfy the above parking requirement. For purposes hereof, a "social encounter restaurant" shall mean a sit-down restaurant whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty-five percent (35%) of the gross revenues of such restaurant. If the applicable governmental requirements for parking ratios are less restrictive than this Section 28, then this Section 28 shall control.

6. Covenant Not To Compete: Section 29 of the Lease contains the following language:

Section 29. Covenant Not To Compete: Following the execution of this Lease, Landlord covenants and agrees that no portion of the Adjoining Property, other than the excluded parcels identified on Exhibit "H" as "**Excluded Parcels**", will be leased, used or occupied as a quick service drive thru restaurant selling or serving chicken as a principal menu item. For the purposes of this Lease, "a quick service drive thru restaurant selling or serving chicken as a principal menu item" means a quick service drive thru restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken (the "**Exclusive**"). Further, Landlord covenants and agrees that no portion of the Adjoining Property will be leased, used or occupied by or for any of the following businesses: Boston Market, Kenny Roger's, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Pollo Tropical, Charo Chicken, Raising Cane's or Chester's. The Exclusive shall not apply to the following: (i) HEB Grocery Company, LP or its affiliates and subsidiaries, (ii) Panda Express, (iii) Golden Chick, (iv) one (1) buffalo wing restaurant within the Adjoining Property, or (v) any current, permitted use of the Adjoining Property by existing tenants, as shown on Exhibit "M", and their sublessees, successors, or assigns, during the term of their leases and/or pursuant to any extension, renewal or modification thereof, provided that subsequent to the date of this Lease, Landlord shall not grant consent to any existing tenant or occupant of the Adjoining Property that broadens such tenant's existing use in a manner that conflicts with Tenant's Exclusive.

Landlord agrees that as long as Tenant is open for business to the public and operating a quick service drive thru restaurant selling or serving chicken as a principal menu item (except for temporary closures for remodeling, replacement, rebuilding or repairs) and is not in default beyond any applicable cure periods, the foregoing covenants and restrictions will run with the title to the Land and the Adjoining Property (other than the Excluded Parcels) for the term of this Lease and will be in the Short Form Lease prepared by Tenant as provided in Section 39. Landlord further agrees that the covenants and restrictions will also be set forth in any lease or deed that Landlord enters into after the Effective Date leasing or conveying any portion of the Adjoining Property (other than the Excluded Parcels).

If Landlord violates the terms of Sections 28 or 29, then Tenant may, without waiver of its other rights or remedies under this Lease or at law, exercise the following remedies after providing notice of such breach to Landlord:

(a) If Landlord breaches its covenants contained in either Sections 28 or 29 and such breach is a willful breach by Landlord (that is, the breach is not due to the unauthorized actions of another tenant or occupant of the Adjoining Property), and if Landlord has not cured such breach within thirty (30) days after Tenant's notice of the breach, then without waiver of any of Tenant's other remedies hereunder, twenty-five percent (25%) of all payments required to be made by Tenant under this Lease shall be abated for so long as such breach continues. For purposes of this subsection (a), a "willful breach" shall include, without limitation, Landlord's failure to provide in any lease that the tenant under such lease may not use its premises in any manner which violates Tenant's exclusive use rights and/or Landlord's granting to any other tenant the right to use its premises in any manner which violates Tenant's exclusive use rights contained herein.

(b) If Landlord breaches its covenants contained in either Section 28 or 29 such breach (a "**Non-Willful Breach**") is not a willful breach by Landlord as provided in subsection (a) above, then Landlord shall file for injunctive relief against the tenant or occupant of the Adjoining Property causing such breach within thirty (30) days after receipt of notice of such breach from Tenant, and Landlord shall diligently pursue obtaining all available remedies with respect to such Non-Willful Breach. If Landlord (i) fails to file for injunctive relief within such 30-day period, or (ii) fails to diligently pursue obtaining all available remedies, then upon either such failure, Landlord's Non-Willful Breach shall automatically be deemed willful and Tenant shall have the right to exercise the remedies for willful breach set forth in subsection (a) above, including, but not limited to the twenty-five percent (25%) reduction in payments required to be made by Tenant hereunder.

7. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Bexar County, Texas.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed the day, month and year first above written.

**"LANDLORD"**

HEBCO DEVELOPMENT, INC.,  
a Texas corporation

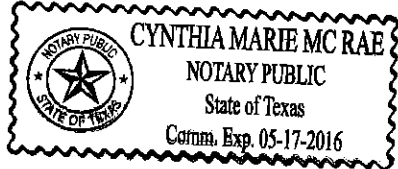
By: *Todd A. Piland*  
Name: Todd A. Piland  
Its: Executive Vice President of Real Estate

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR           §

Before me, the undersigned authority, on this day personally appeared Todd A. Piland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration herein stated, as the Executive Vice President of Real Estate of HEBCO DEVELOPMENT, INC., a Texas corporation, on behalf of said company.

Given under my hand and seal of office, this the 31<sup>st</sup> day of August, 2012.

[NOTARY STAMP]



*Cynthia M. McRae*  
Notary Public, State of Texas

“TENANT”

CHICK-FIL-A, INC.,  
a Georgia corporation

By: [Signature]  
Name: B. Lynn Chastain  
Title: Vice President

By: [Signature]  
Name: Erwin Reid  
Title: Vice President

(CORPORATE SEAL)

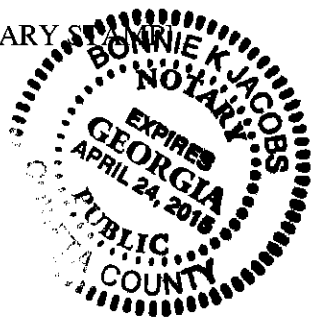
STATE OF GEORGIA           §  
  §  
COUNTY OF FULTON       §

Before me, the undersigned authority, on this day personally appeared B. Lynn Chastain and Erwin Reid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration herein stated, as Vice President and Vice President of Chick-fil-A, Inc., a Georgia corporation, on behalf of said company.

Given under my hand and seal of office, this the 5th day of September, 2012.

[NOTARY SIGNATURE]

[Signature]  
Notary Public, State of Georgia



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE LAND**

FOR A 1.533 ACRE (66,770 SQ. FT.) TRACT OF LAND SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AND BEING A PORTION OF LOT 15, N.C.B. 7589, HEB MCCRELESS, AS RECORDED IN VOLUME 9577, PAGES 58-61 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS; SAID 1.533 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, USING A COMBINED SCALE FACTOR OF 1.0001700

**COMMENCING**, AT A FOUND ½ INCH IRON ROD ON FOR THE MOST SOUTHERLY-NORTHWESTERLY CORNER OF SAID LOT 15, SAME BEING THE SOUTHEASTERLY CORNER OF LOT 14, N.C.B. 7589, MCCRELESS PLAZA NO. 3, SUBDIVISION, AS RECORDED IN VOLUME 9544, PAGE 131, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

**THENCE**, S 89° 47' 13" E, ALONG THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 246.86 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH NEW BRAUNFELS AVENUE, (86'R.O.W.), FOR THE SOUTHWESTERLY CORNER OF SAID LOT 14, AND THE MOST WESTERLY-NORTHWESTERLY CORNER OF SAID LOT 15;

**THENCE**, S 00° 48' 51" W, ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH NEW BRAUNFELS AVENUE, (86'R.O.W.), A DISTANCE OF 219.52 FEET TO A SET CHISELED PLUS FOR **THE POINT OF BEGINNING** OF HEREIN DESCRIBED TRACT;

**THENCE**, DEPARTING THE SAID EASTERLY RIGHT OF WAY LINE OF SOUTH NEW BRAUNFELS AVENUE, (86'R.O.W.), CROSSING AND IN TO SAID LOT 15, N.C.B. 7589, THE FOLLOWING COURSES;

S 89° 51' 14" E, A DISTANCE OF 44.71 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP, FOR AN ANGLE CORNER OF HEREIN DESCRIBED TRACT;

N 01° 59' 18" E, A DISTANCE OF 49.49 FEET TO A FOUND PK NAIL, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, ALONG THE NON-TANGENT ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 216.62 FEET, A CENTRAL ANGLE OF 42° 34' 42", AN ARC LENGTH OF 160.98 FEET AND A CHORD BEARING: N 69° 14' 03" E, A DISTANCE OF 157.30 FEET TO A FOUND PK NAIL FOR THE END OF A CURVE;

N 47° 02' 00" E, A DISTANCE OF 20.66 FEET TO A FOUND PK NAIL, FOR THE NORTHERLY CORNER OF HEREIN DESCRIBED TRACT;

S 42° 37' 25" E, A DISTANCE OF 0.50 FEET TO A SET CHISELED PLUS, FOR AN ANGLE CORNER OF HEREIN DESCRIBED TRACT, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

SOUTHWESTERLY, ALONG THE NON-TANGENT ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 86° 01' 59", AN ARC LENGTH OF 29.28 FEET AND A CHORD BEARING: S 04° 21' 36" W, A DISTANCE OF 26.61 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP FOR THE END OF THE CURVE;

S 38° 39' 23" E, A DISTANCE OF 37.66 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP FOR THE BEGINNING OF A CURVE TO THE RIGHT;

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.50 FEET, A CENTRAL ANGLE OF 39° 28' 15", AN ARC LENGTH OF 34.79 FEET AND A CHORD BEARING: S 18° 55' 17" E, A DISTANCE OF 34.11 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP FOR THE END OF THE CURVE;

S 00° 48' 51" W, A DISTANCE OF 99.68 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP FOR THE BEGINNING OF A CURVE TO THE RIGHT;

SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET, A CENTRAL ANGLE OF 24° 15' 51", AN ARC LENGTH OF 20.54 FEET AND A CHORD BEARING: S 12° 56' 46" W, A DISTANCE OF 20.39 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP FOR THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

SOUTHWESTERLY, ALONG THE ARC OF A COMPUND CURVE TO THE LEFT HAVING A RADIUS OF 49.50 FEET, A CENTRAL ANGLE OF 24° 15' 51", AN ARC LENGTH OF 20.96 FEET AND A CHORD BEARING: S 12° 56' 46" W, A DISTANCE OF 20.81 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP FOR THE END OF THE CURVE;

S 00° 48' 51" W, A DISTANCE OF 96.38 FEET TO A SET ½ INCH IRON ROD WITH BPI CAP FOR THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 90° 56' 28", AN ARC LENGTH OF 30.95 FEET AND A CHORD BEARING: S 44° 39' 23" E, A DISTANCE OF 27.80 FEET TO A SET CHISELED PLUS FOR THE END OF THE CURVE;

S 00° 07' 37" E, A DISTANCE OF 0.50 FEET TO A SET CHISELED PLUS;

N 89° 43' 20" W, A DISTANCE OF 229.38 FEET TO A SET CHISELED PLUS, FOR THE BEGINNING OF A CURVE TO THE RIGHT;



NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.72 FEET, A CENTRAL ANGLE OF 64° 14' 17", AN ARC LENGTH OF 28.84 FEET AND A CHORD BEARING: N 55° 54' 32" W, A DISTANCE OF 27.35 FEET TO A SET CHISELED PLUS, ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH NEW BRAUNFELS AVENUE, (86'R.O.W.), FOR THE END OF THE CURVE, AND THE MOST WESTERLY - SOUTHWESTERLY CORNER OF HEREIN DESCRIBED TRACT;

N 00° 48' 51" E, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.533 ACRES (66,770 SQ. FT.) OF LAND, MORE OR LESS.

As shown on that certain ALTA/ACSM Survey prepared by Hal B. Lane III, RPLS No. 4690, dated February 15, 2012.

**EXHIBIT "B"**  
**DESCRIPTION OF ADJOINING PROPERTY**

Lot 15, NCB 7589, HEB McCreless, City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 9577, Pages 58-61, Deed and Plat Records of Bexar County, Texas also described as follows:

A 51.92 acre, or 2,261,665 square foot more or less, tract of land, being the remainder of Lot 10, out of the McCreless Plaza Subdivision Number 2 Subdivision as recorded in Volume 4305, Pages 123-124 and Modified in Volume 4600, Pages 239-240 in the Deed and Plat Records of Bexar County, Texas, as conveyed by Warranty Deed to Bexar McCreless Corp. in Volume 3221, Pages 489-493 of the Official Public Records of Real Property of Bexar County, Texas. Said 51.92 acre tract being out of N.C.B. 7589, of the City of San Antonio, Bexar County, Texas, and being further described by metes and bounds as follows:

BEGINNING At a found ½" iron rod, at the most westerly northwest corner of the said Lot 10, the southwest corner of Lot 14, McCreless Plaza No. 3 Subdivision, recorded in Volume 9544, Page 131 of the Deed and Plat Records of Bexar County, Texas, being on the east right-of-way line of South New Braunfels Avenue (an 86-foot right-of-way);

- THENCE: S 89°22'09" E, departing the east right-of-way line of South New Braunfels Avenue, along and with the south line of said Lot 14, a distance of 246.85 feet to a found ½" iron rod;
- THENCE: N 00°48'50" E, along the east line of said Lot 14, a distance of 120.00 feet to a found ½" iron rod with a cap marked "Bury and Partners";
- THENCE: S 89°22'02" E, a distance of 1.15 feet to a found ½" iron rod with cap marked "Bury and Partners";
- THENCE: N 00°48'50" E, a distance of 170.74 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", on the South right-of-way line of Ada Street;
- THENCE: S 89°26'38" E, departing the east line of Lot 5, recorded in Volume 2805, Page 138 of the Deed and Plat Records of Bexar County, Texas, a distance of 516.28 feet along and with the said north line of Ada Street to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the northwest corner of Lot 12, of the Ada Street Subdivision recorded in Volume 5140, Page 13 of the Deed and Plat Records of Bexar County, Texas;
- THENCE: S 00°33'22" W, departing the south right-of-way line of said Ada Street, along and with the west line of said Lot 12 a distance of 134.00 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson", the southwest corner of said Lot 12, being a reentrant corner of the herein described tract;
- THENCE: S 89°26'38" E, along and with the south line of said Ada Subdivision Lot 12 a distance of 150.00 feet to a found ½" iron rod the southeast corner of said and a reentrant corner of the herein described tract;
- THENCE: N 00°33'22" E, along and with the east line of said Ada Subdivision Lot 12, a distance of 134.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the northeast corner of said being on the aforementioned south right-of-way line of Ada Street;

THENCE: S 89°26'38" E, along and with the south right-of-way line of said Ada Street, a distance of 419.82 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson", the beginning of a curve to the right;

THENCE: Easterly, southeasterly, and southerly, with a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°01'00", a chord bearing and distance of S 44°26'08" E, 21.22 feet, for a curve length of 23.57 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson", at a point of tangency on the west right-of-way line of South Gevers Street (a 60-foot right-of-way);

THENCE: S 00°34'22" W, along and with the west right-of-way line of South Gevers Street a distance of 1980.58 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" the beginning of a curve to the right;

THENCE: Southerly, southwesterly, and westerly, with a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°21'00", a chord bearing and distance of S 45°44'51" W, 35.46 feet, for a curve length of 39.42 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency on the north right-of-way line of Southcross Boulevard (formerly Dauchy Road, a 55.6-foot right-of-way);

THENCE: N 89°04'38" W, along and with the north line of Southcross Boulevard a distant of 476.50 feet to an "+" found on a Texas Department of Transportation concrete monument with a brass plate marking the cutback to South New Braunfels Avenue along the northeast right-of-way line of Interstate Highway 37;

THENCE: N 50°51'06" W, along and with the northeast right-of-way line of Interstate Highway 37 a distance of 136.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: N 36°28'30" W, continuing with said northeast right-of-way line of Interstate Highway 37 a distance of 224.40 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson";

THENCE: N 44°31'22" W, a distance of 852.03 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" on the aforementioned east right-of-way line of South New Braunfels Avenue;

THENCE: N 01°50'29" W, along and with the east right-of-way line of South New Braunfels Avenue a distance of 155.00 feet to a set "+" on concrete;

THENCE: N 00°48'51" E, continuing along and with the east right-of-way line of South New Braunfels Avenue a distance of 706.54 feet to the POINT OF BEGINNING, and containing 51.92 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers Inc.

**TOGETHER WITH:**

A 0.4614 acre, or 20,100 square foot more or less, tract of land, being all of Lot 12, the Ada Subdivision as recorded in Volume 5140, Page 13 of the Deed and Plat Records of Bexar County, Texas, as conveyed by Warranty Deed to Bexar McCreless Corp. in Volume 3221, Pages 489-493 of the Official Public Records of Real Property of Bexar County, Texas. Said 0.4614 acre tract being out of N.C.B. 7589, of the City of San Antonio, Bexar County, Texas, and being further described by metes and bounds as follows:

BEGINNING At a set ½“ iron rod, with a yellow cap marked “Pape Dawson”, on the south right-of-way line of Ada Street, the northwest corner of said Lot 12, from which a found ½” iron rod with a yellow cap marked “Pape Dawson”, at the northwest corner of Lot 10, McCreless Plaza Subdivision, recorded in Volume 4600, Pages 239-240 of the Deed and Plat Records of Bexar County, Texas, bears, N 89°26’38” W, a distance of 516.28;

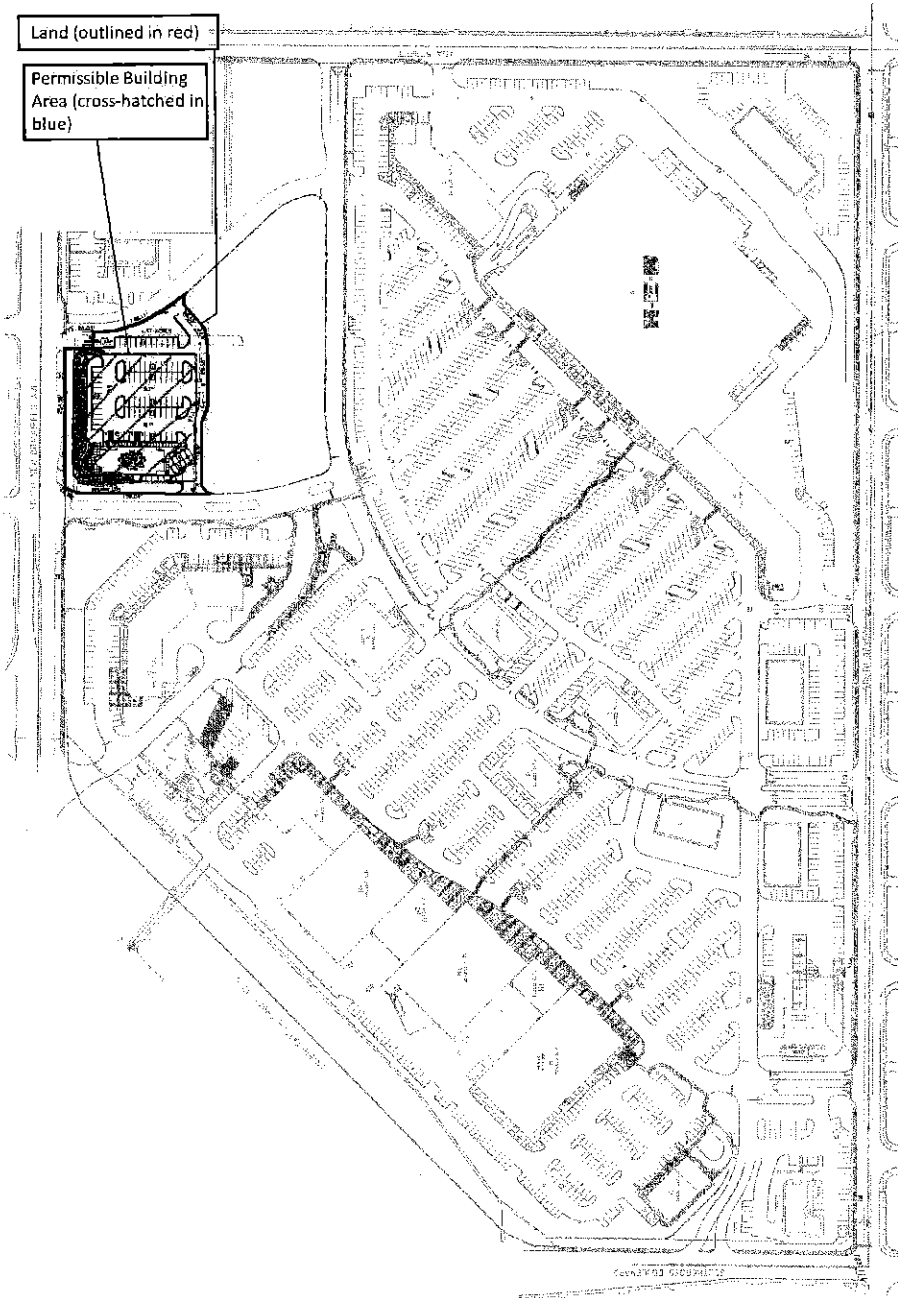
- THENCE: S 89°26'38" E, along and with the south right-of-way line of said Ada Street, a distance of 150.00 feet to a found ½“ iron rod with a yellow cap marked “Pape Dawson”, the northeast corner of the herein described tract;
- THENCE: S 00°33'22" W, departing the south right-of-way line of Ada Street, a distance of 134.00 feet to a found ½“ iron rod with a yellow cap marked “Pape Dawson”, the southeast corner of the herein described tract;
- THENCE: N 89°26'38" W, a distance of 150.00 feet to a set ½“ iron rod with a yellow cap marked “Pape Dawson”, the southwest corner of the herein described tract;
- THENCE: N 00°33'22" E, a distance of 134.00 feet to the POINT OF BEGINNING, and containing 0.4614 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers Inc.

**EXCEPT FOR:**

The Land, as described on Exhibit “A” attached hereto and made part hereof.

# EXHIBIT "H" - SITE PLAN

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Land and Permissible Building Area

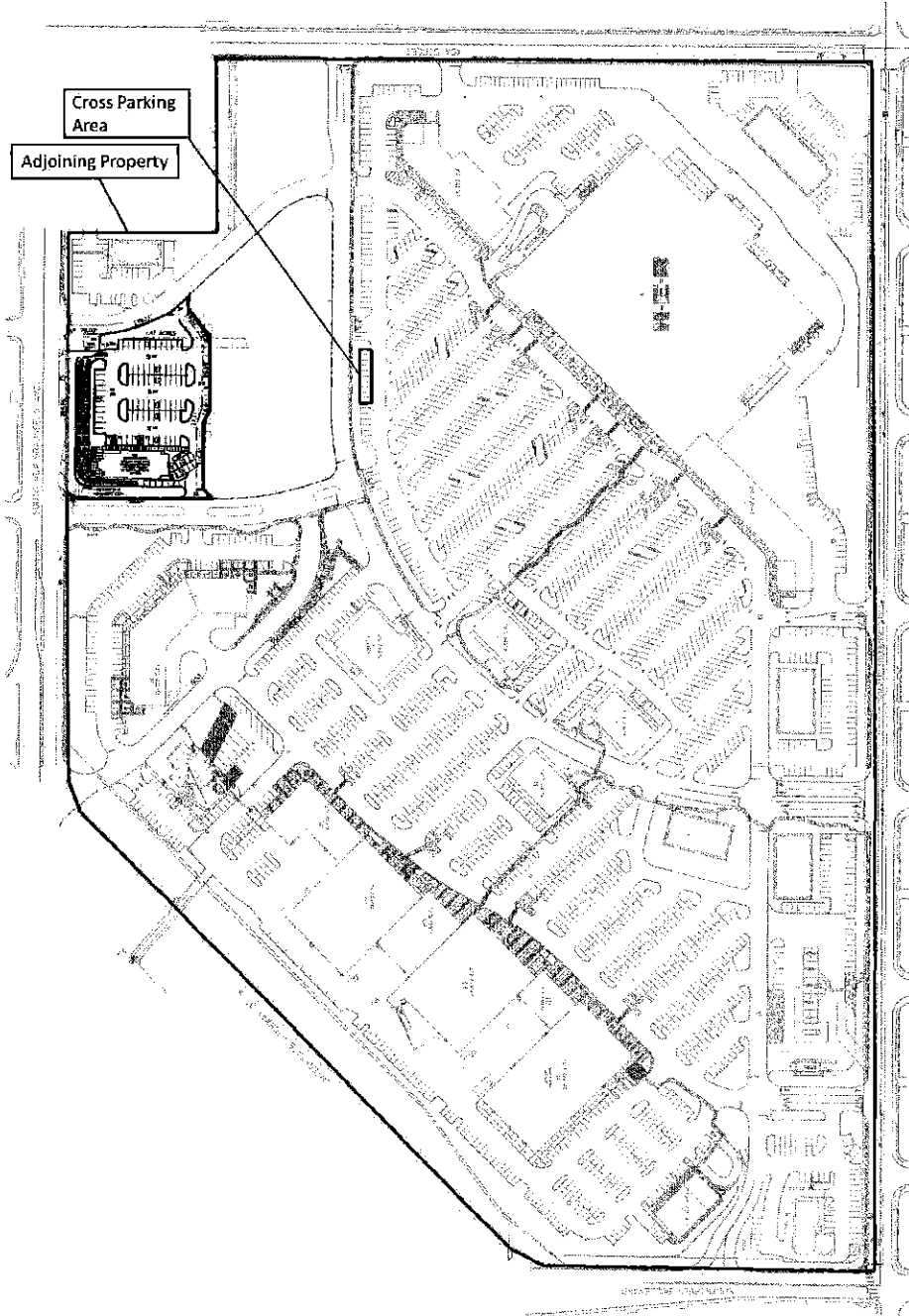


This site plan is attached to this Lease solely for the purpose of identifying the location of the Land and the Permissible Building Area and no representation, warranty, or covenant is to be implied by any other information shown on this Site Plan (i.e. any information as to buildings, site dimensions, access and parking areas, common areas, tenant locations and identities, all of which are subject to change, pursuant to the terms, conditions, and provisions of this Lease).

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Adjoining Property and Cross Parking Easement Area

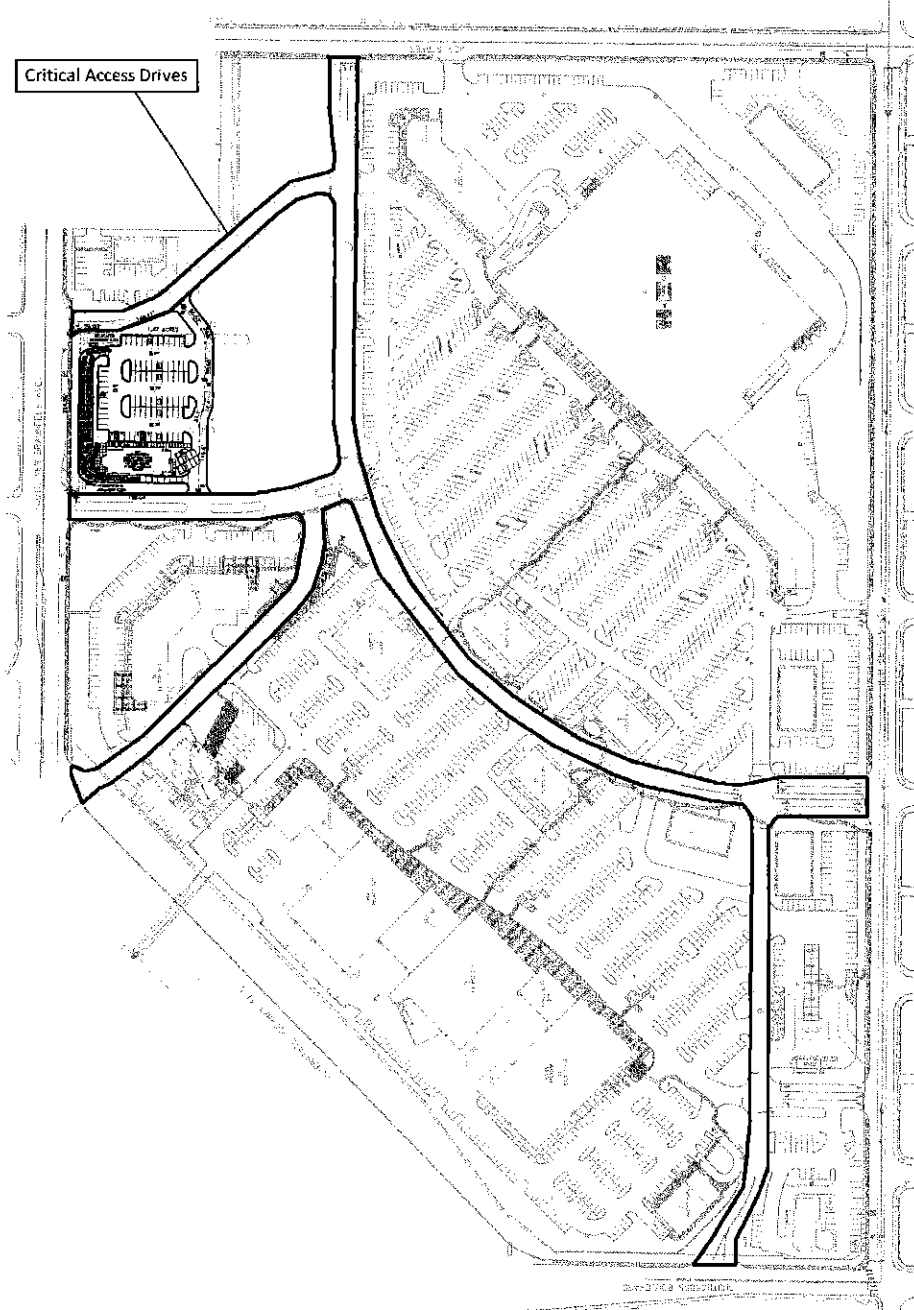


This site plan is attached to this Lease solely for the purpose of identifying the location of the Adjoining Property and Cross Parking Area and no representation, warranty, or covenant is to be implied by any other information shown on this Site Plan (i.e. any information as to buildings, site dimensions, access and parking areas, common areas, tenant locations and identities, all of which are subject to change, pursuant to the terms, conditions, and provisions of this Lease).

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## Critical Access Drives

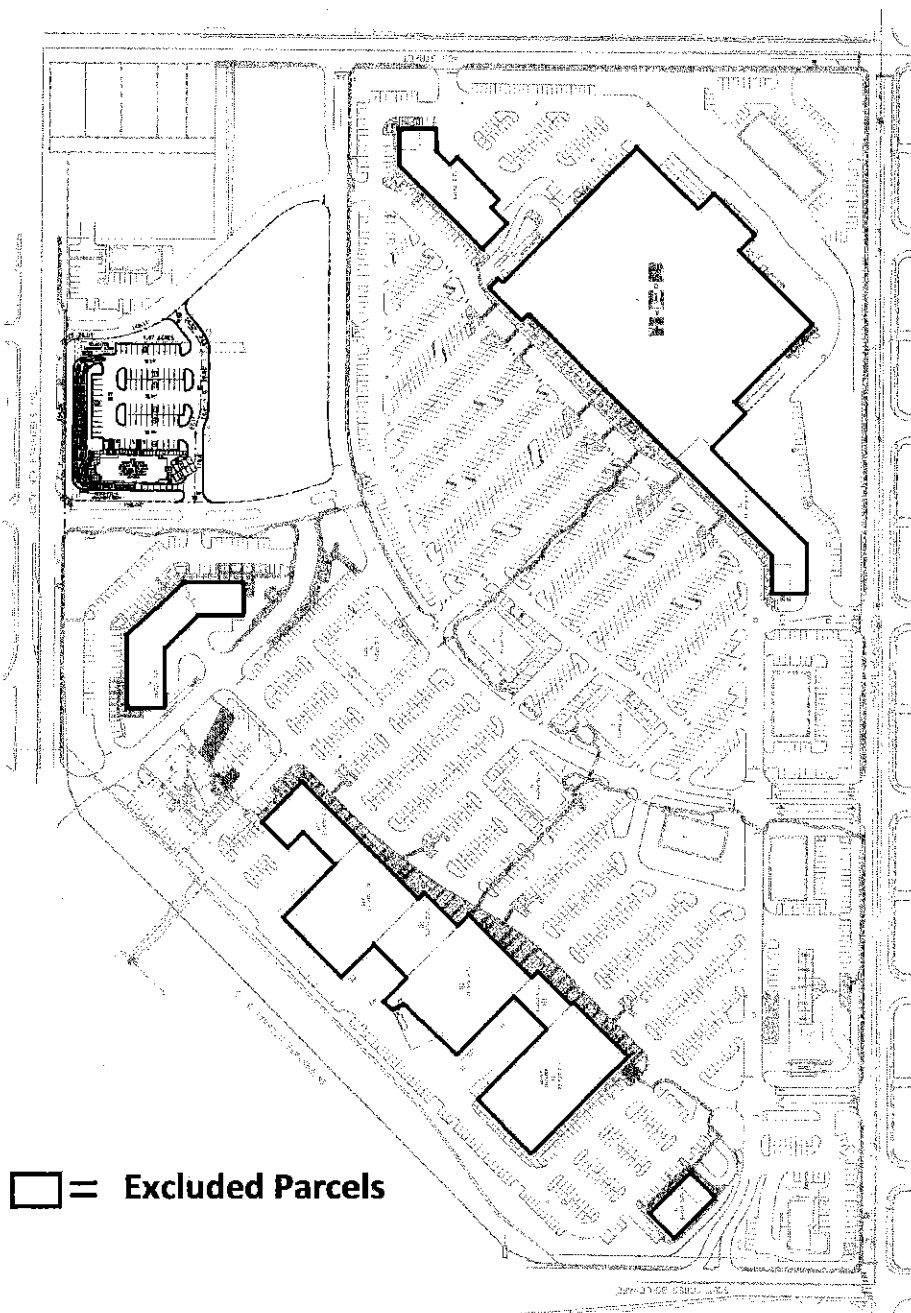


This site plan is attached to this Lease solely for the purpose of identifying the location of the Critical Access Drives and no representation, warranty, or covenant is to be implied by any other information shown on this Site Plan (i.e. any information as to buildings, site dimensions, access and parking areas, common areas, tenant locations and identities, all of which are subject to change, pursuant to the terms, conditions, and provisions of this Lease).

# EXHIBIT "H" - SITE PLAN

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## Excluded Parcels



This site plan is attached to this Lease solely for the purpose of identifying the location of the Excluded Parcels and no representation, warranty, or covenant is to be implied by any other information shown on this Site Plan (i.e. any information as to buildings, site dimensions, access and parking areas, common areas, tenant locations and identities, all of which are subject to change, pursuant to the terms, conditions, and provisions of this Lease).



**EXHIBIT "M"**  
**LIST OF EXISTING TENANTS**

EyeMart Express  
Frost Bank  
Golden Chick  
Taco Cabana

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e-Filed & e-Recorded in the  
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GERARD C. RICKHOFF  
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COUNTY OF BEXAR  
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COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard Rickhoff*