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AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT

among

AERO COUNTRY PROPERTY OWNERS' ASSOCIATION INC.

and

AERO COUNTRY EAST ASSOCIATION, INC.

and

HEAVY VENTURES, LLC

DRAFT

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[Signature]

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT

This AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT (this "License Agreement") is entered into among Aero Country Property Owners' Association Inc. ("ACPOA"), Aero Country East Association, Inc. ("ACEA"), and Heavy Ventures, LLC ("HVLLC"). ACPOA, ACEA, and HVLLC are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, ACPOA is a Texas corporation;

WHEREAS, ACEA is a Texas corporation;

WHEREAS, HVLLC is a Texas limited liability company;

WHEREAS, the Parties entered into that certain Airport Access License Agreement dated June 13, 2009, and recorded July 15, 2009, in the deed records of Collin County, Texas, by instrument number 20090715000888760 (the "Original License Agreement");

WHEREAS, the conditions to the effectiveness of the Original License Agreement were never satisfied, as a result of which the Original License Agreement never became effective;

WHEREAS, the Parties desire to terminate the Original License Agreement and to replace the Original License Agreement, in its entirety, by this License Agreement;

WHEREAS, ACPOA is the owner of the approximately 17.305-acre tract described by metes and bounds on Exhibit A and depicted on Exhibit E (the "ACPOA Land");

WHEREAS, ACPOA is the owner of the runway, taxiway, and related improvements located and constructed on the ACPOA Land and necessary for or incidental to the taking off and landing of aircraft (collectively, the "Aero Country Airport");

WHEREAS, HVLLC will become the owner of the approximately 40.888-acre tract described by metes and bounds on Exhibit B and depicted on Exhibit E (the "ACEA Land");

WHEREAS, HVLLC is the owner of the approximately 9.265-acre tract described by metes and bounds on Exhibit C and depicted on Exhibit E and located between the ACPOA Land and the ACEA Land (the "Easement Tract");

WHEREAS, HVLLC is the owner of an approximately 2.50 acre tract that is located adjacent to the ACEA Land and that is intended to be used for commercial purposes (the "Retail/Restaurant Tract");

WHEREAS, the ownership and use of the Retail/Restaurant Tract pose a threat to the safe and efficient use and operation of the Aero Country Airport and to the exercise by the owners of the ACEA Land of their license rights under this License Agreement including, but not limited to, use of the Easement Tract;

WHEREAS, the Parties desire to restrict the ownership and use of the Retail/Restaurant Tract to facilitate the safe and efficient use and operation of the Aero Country Airport and to protect the license rights of the owners of the ACEA Land under this License Agreement including, but not limited to, use of the Easement Tract;



WHEREAS, the Parties desire to restrict the ownership and use of the Retail/Restaurant Tract by filing of record against the Retail/Restaurant Tract, the Covenants, Conditions, and Restrictions attached as **Exhibit H** (the "Retail/Restaurant CCRs");

WHEREAS, the Easement Tract is contiguous to the eastern boundary of the ACPOA Land and to the western boundary of the ACEA Land, thereby providing connectivity between the ACPOA Land and the ACEA Land;

WHEREAS, the Easement Tract is burdened for the benefit of ACPOA and the users of the Aero Country Airport pursuant to that Easement Agreement attached as Exhibit L to that certain Master Settlement Agreement effective September 2, 1993, among John D. Austin, Jack C. Wybenga, and ACPOA as recorded by Instrument Number 94-0037298 in the Collin County, Texas land records (the "Master Settlement Agreement");

WHEREAS, HVLLC is the successor in interest to John D. Austin and Jack C. Wybenga with respect to the Easement Tract and the Easement Agreement;

WHEREAS, HVLLC intends to develop the ACEA Land in six phases as shown on the "Phase Descriptions" attached as **Exhibit G** (each, a "Development Phase"; collectively, the "Development Phases") to include approximately 119 lots for which one or more final plats may be approved by the City of McKinney, Texas (the "City") and filed of record in the deed records of Collin County, Texas (each, a "Recorded Lot") on which may be constructed airplane hangars and second-story residences;

WHEREAS, the Phase Descriptions show the size and location of each Development Phase in relationship to the platted lots in the Virginia Hills subdivisions immediately to the east of the ACEA land;

WHEREAS, the Development Phases and Recorded Lots will be used for private aviation purposes as generally depicted on the "ACEA Concept Plan" attached as **Exhibit D**;

WHEREAS, HVLLC also intends to develop the ACEA Land to include taxiways as depicted on the ACEA Concept Plan;

WHEREAS, HVLLC and ACEA, on behalf of the current and future owners of Recorded Lots within the ACEA Land (the "ACEA Owners"), desire access to and the right to use the Aero Country Airport upon the terms and conditions set forth in this License Agreement;

WHEREAS, HVLLC and ACEA propose to provide ACEA Owners access to, and the right to use, the Aero Country Airport by constructing or causing to be constructed: (i) a taxiway near the north end of the existing paved runway beginning at the western boundary of the ACEA Land and extending through the Easement Tract and connecting to the existing paved runway of the Aero Country Airport, including a lockable access barrier at the eastern boundary of the Easement Tract (the "North Access Taxiway") as generally depicted on the ACEA Concept Plan; (ii) a taxiway near the south end of the ACEA Land beginning at the western boundary of the ACEA Land and extending through the Easement Tract and connecting to the existing runway of the Aero Country Airport, including a lockable access barrier at the eastern boundary of the Easement Tract (the "South Access Taxiway") as generally depicted on the ACEA Concept Plan; and (iii) a north-south taxiway along the western boundary of the ACEA Land and connecting the North Access Taxiway with the South Access Taxiway (the "North-South Taxiway") as generally depicted on the ACEA Concept Plan;

WHEREAS, the North Access Taxiway, South Access Taxiway, North-South Taxiway are generally depicted on the ACEA Concept Plan and more fully described by the design specifications attached as **Exhibit F** (the "Taxiway Plans");



WHEREAS, ACPOA is willing to provide ACEA Owners access to and the right to use the Aero Country Airport upon the terms and conditions set forth in this License Agreement;

WHEREAS, ACPOA shall have the right to install and secure lockable access barriers to suspend ACEA Owners access to Aero Country Airport; and

NOW THEREFORE, in consideration for the obligations of the Parties set forth in this License Agreement, the Parties agree as follows:

ARTICLE I
EFFECTIVE DATE; TERM; GRANT OF LICENSE; RIGHT TO MORTGAGE

1.1 Effective Date. This License Agreement is conditioned upon, and only becomes effective upon, the last to occur of the conditions set forth in this Section 1.1 (when satisfied, the "Effective Date").

- (a) ACPOA has executed this License Agreement;
- (b) ACEA has been created and has executed this License Agreement;
- (c) HVLLC has executed this License Agreement;
- (d) HVLLC has fee-simple title to the ACEA Land;
- (e) This License Agreement has been recorded in the deed records;

(f) The Parties shall approve a landscape plan for a vegetative screen along the western boundary of the North-South Taxiway adjacent to the development of Development Phase 1 of the ACEA Land (the "Phase 1 Landscape Plan"), which approvals shall not be unreasonably withheld or delayed.

(g) The Parties shall approve a landscape plan for a vegetative screen along the western boundary of the North-South Taxiway adjacent to the remaining Development Phases of the ACEA Land (the "Final Landscape Plan"), which approvals shall not be unreasonably withheld or delayed, and which Final Landscape Plan shall be reasonably consistent with the Phase 1 Landscape Plan;

(h) The Parties shall approve a storm water management plan for the development of Development Phase 1 of the ACEA Land and the Easement Tract that will accommodate the storm water runoff from the Aero Country Airport and surrounding developed areas to the west without further cost or expense to ACPOA or to the surrounding developed areas to the west (the "Phase 1 Storm Water Management Plan"), which approvals shall not be unreasonably withheld or delayed.

(i) The Parties shall approve a storm water management plan for the development of the remaining Development Phases of the ACEA Land and the Easement Tract that will accommodate the storm water runoff from the Aero Country Airport and surrounding developed areas to the west without further cost or expense to ACPOA or to the surrounding developed areas to the west (the "Final Storm Water Management Plan"), which approvals shall not be unreasonably withheld or delayed, and which Final Storm Water Management Plan shall be reasonably consistent with the Phase 1 Storm Water Management Plan;

(j) HVLLC shall pay to ACPOA an amount equal to all costs and expenses paid or incurred, directly or indirectly (and including incidental expenses), by ACPOA in preparing, negotiating, and recording this License Agreement, the Retail/Restaurant CCRs and the First Amendment to the Original



License Agreement (such amendment never having been executed or recorded) until such time as all of the conditions set forth in this Section 1.1 have been fully satisfied and this License Agreement has become effective;

(k) A subordination agreement executed by all lenders having mortgage liens or other security interests of any kind in the ACEA Land at the time this License Agreement is recorded, which subordination agreements shall acknowledge that this License Agreement shall survive the foreclosure of any of such liens or interests and shall otherwise be in a form approved by ACPOA, ACEA, and HVLLC, which approvals shall not be unreasonably withheld; and

(l) The Retail/Restaurant CCRs have been duly executed by HVLLC and recorded against the Retail/Restaurant Tract in the deed records of Collin County, Texas.

1.1.1 This License Agreement shall be of no force and effect unless the conditions set forth in Sections 1.1(a) through 1.1(f), inclusive, Section 1.1(j), Section 1.1(k) and Section 1.1(l) are satisfied not later than August 21, 2009.

1.1.2 This License Agreement shall be of no force and effect unless the conditions set forth in Section 1.1(h) are satisfied not later than August 29, 2009.

1.1.3 This License Agreement shall be of no force and effect unless it is approved by the membership of ACPOA not later than August 29, 2009.

1.2 Term. The term of this License Agreement shall begin on the Effective Date and shall continue for 99 years unless earlier terminated: (a) by written agreement of ACPOA and ACEA; (b) due to the forced closure of the Aero Country Airport by any governmental agency having the legal right to do so; (c) by ACPOA in the event compliance with any applicable state, federal, or local law, rule, regulation, or ordinance is so financially burdensome that the continued operation of Aero Country Airport becomes economically infeasible; or (d) as to a prohibited transferee pursuant to Section 1.5(b). If this License Agreement is to be terminated pursuant to any of the preceding clause "(a)," Notice of the termination shall be given to ACEA and ACPOA, to each member of ACPOA, to each ACEA Owner, and to each lender with a security interest in this License Agreement or any Recorded Lot that has provided Notice information to ACEA and ACPOA. If this License Agreement is to be terminated pursuant to the preceding clause "(c)," ACEA shall be given the opportunity to continue this License Agreement by paying the cost of complying with the burdensome law, rule, regulation, or ordinance.

1.3 Grant of License to ACEA Owners. ACPOA hereby grants to each ACEA Owner a non-exclusive license to access and use the Aero Country Airport via the North Access Taxiway and South Access Taxiway, but not otherwise, but only after payment of the Initial Access Fee and Final Access Fee applicable to the Recorded Lot. This License Agreement is personal to each ACEA Owner and is a right appurtenant to the lot owned by each ACEA Owner. This License Agreement becomes effective as to Recorded Lots, and the respective ACEA Owners, located in Development Phases north of Development Phase 2 (as shown on the ACEA Concept Plan and the Phase Descriptions) only after the North Access Taxiway, South Access Taxiway, and North-South Taxiway have been completed and are operational.

1.4 Grant of License to Access Taxiways. ACEA and HVLLC hereby grant to ACPOA, to the members of ACPOA, and to the guests and invitees of ACPOA and the ACPOA Owners, a license to access and use the North Access Taxiway, South Access Taxiway, and North-South Taxiway subject to the same operational rules that are set forth in Section 3.2 and subject to such additional rules as ACEA may apply, from time to time, to ACEA Owners.

1.5 Transfers; Security Interests; Foreclosures.



(a) General Prohibition of Transfers. Except for Permitted Transfers (hereinafter defined), no ACEA Owner shall (whether voluntarily, by operation of law, or otherwise) sell, convey, alienate, mortgage, encumber, pledge, assign, or otherwise transfer (any of the foregoing, a "Transfer") all or any part of this License Agreement or any rights hereunder.

(b) Termination upon a Prohibited Transfer. If any ACEA Owner makes a Transfer other than a Permitted Transfer, ACPOA (after Notice to ACEA and a 30-day opportunity to cure) may terminate the transferee's right to access and use the Aero Country Airport, but the License Agreement shall otherwise remain in full force and effect.

(c) Permitted Transfers. Notwithstanding the general prohibition against Transfers set forth in Section 1.5(a), any ACEA Owner may make any of the following permitted Transfers (each, a "Permitted Transfer"):

- (1) a Transfer approved by ACEA and ACPOA;
- (2) a Transfer in connection with the simultaneous conveyance, sale, or transfer of title to the corresponding Recorded Lot (provided Notice of the Transfer is given to ACPOA and provided the new owner of the Recorded Lot agrees in writing to be bound by this License Agreement);
- (3) the grant of a security interest in this License Agreement to any lender provided the security interest is created by the same instrument that creates the lender's mortgage or deed of trust lien in the corresponding Recorded Lot; and
- (4) the foreclosure of a permitted security interest provided the foreclosure is conducted concurrently with the foreclosure of the mortgage or deed or trust lien in the corresponding Recorded Lot and provided the person or entity acquires at the foreclosure both the rights under this License Agreement and title to the corresponding Recorded Lot.

(d) Successors Bound. Any purchaser from or successor owner through a Permitted Transfer shall be bound by this License Agreement. No such purchaser or successor shall be entitled to the rights and benefits of accessing and using the Aero Country Airport with respect to a Recorded Lot until all defaults, if any, under this License Agreement have been cured.

1.6 Termination of the Original License Agreement. The Parties acknowledge and agree that the conditions precedent to the effectiveness of the Original License Agreement were never satisfied; therefore, the Original License Agreement never became effective; therefore, the Parties further acknowledge and agree that the Original License Agreement shall be deemed terminated and of no further force and effect and, notwithstanding its recordation in the deed records of Collin County, Texas, the Original License Agreement shall not bind, effect, or encumber in any way any of the real property described or referenced in the Original License Agreement.

ARTICLE II CONSTRUCTION; PLANTING; MAINTENANCE

2.1 Construction of Taxiways. HVLLC and/or ACEA shall construct or cause to be constructed, at their sole cost and expense, the North Access Taxiway and South Access Taxiway in substantial conformance with the approved Taxiway Plans. At least 30 days prior to commencing construction, HVLLC and/or ACEA shall provide to ACPOA for its approval (which shall not be unreasonably withheld or delayed): (a) the proposed schedule for construction, including an estimated start and completion



date; (b) a safety plan to minimize, the maximum extent reasonably possible, any incursion onto the Aero Country Airport by construction equipment or personnel; (c) a copy of the proposed construction contract which shall include a payment and performance bond in favor of HVLLC and ACEA; and (d) a certificate of insurance provided by the contractor evidencing ACPOA, HVLLC, and ACEA as additional insureds under a general liability insurance policy with coverage limits of at least \$5,000,000. The schedule for taxiway construction shall be determined by HVLLC and ACEA (subject to ACPOA approval of the "Down Time" to the Aero Country Airport due to such construction, which shall not exceed seven days). "Down Time" shall be defined as any time the Aero Country Airport is fully or partially closed or any other time when construction activity prohibits safe or prudent use of the Aero Country Airport. The North Access Taxiway, South Access Taxiway, and the entire North-South Taxiway shall be constructed prior to or concurrently with the development of any Development Phase north of Development Phase 2 as shown on the ACEA Concept Plan and on the Phase Descriptions.

2.2 Construction of Storm Water Improvements. HVLLC and/or ACEA shall construct or cause to be constructed, at their sole cost and expense, storm water management improvements in substantial conformance with the approved Phase 1 Storm Water Management Plan and the Final Storm Water Management Plan. Construction shall occur in conjunction with the construction of other public improvements as required by the City in connection with the approval and recordation of final plats for the development of the ACEA Land. Approval by the Parties, (which approvals shall not be unreasonably withheld) of the Final Storm Water Management Plan shall be a condition precedent to the development of any Development Phase north of Development Phase 1 as shown on the ACEA Concept Plan and on the Phase Descriptions.

2.3 Detention Ponds. If approved as part of the Phase 1 Storm Water Management Plan or Final Storm Water Management Plan, and if approved by the City, HVLLC and/or ACEA shall be allowed to construct, at their sole cost and expense, up to two storm water detention ponds (a "Detention Pond" and the "Detention Ponds"), portions of which may extend onto the Easement Tract as permitted by this License Agreement. The Detention Ponds shall meet all of following minimum requirements as well as all the requirements of the City:

(a) No portion of either Detention Pond shall extend more than 200 feet north of the extended centerline of Grumman Lane.

(b) No portion of either Detention Pond shall be closer than 100 feet to the centerline of the Aero Country Airport runway.

(c) The land between the runway and the Detention Ponds shall be graded so that all water flows away from the runway, and the area between the runway and the Detention Ponds shall have a slope no greater than 3% (three feet of vertical distance for each 100 feet of horizontal distance).

(d) No portion of either Detention Pond shall have a slope greater than 25% (1 foot of vertical distance for each 4 feet of horizontal distance).

(e) The Detention Ponds shall be designed, constructed, and maintained in such a manner so that all water that drains into the Detention Ponds shall drain out of the Detention Ponds away from the Easement Tract and away from the ACPOA Land and the Aero Country Airport and into existing City storm water drains.

(f) No portion of either Detention Pond or any structures located in either pond shall protrude above the lower of: (1) the existing level of the Easement Tract; or (2) the regraded level of the Easement Tract as permitted by this License Agreement.



2.3.1 The Detention Ponds shall not be permitted if any City, county or state ordinance or law or other requirements require any fence or other above-ground structure. The vegetative screen required by Section 2.4 shall be built along the western side of the Detention Ponds, screening them from view of the ACPOA Land.

2.3.2 The schedule for the construction of the Detention Ponds shall be determined by HVLLC and ACEA and approved by the City, subject to ACPOA approval of the "Down Time" to the Aero Country Airport due to such construction, which shall not exceed an additional seven days beyond the seven days of Down Time allowed for the construction of the South Access Taxiway.

2.3.3 ACEA shall indemnify, hold harmless, and defend ACPOA, its directors and its members from any and all claims, allegations, and other matters which arise from the design, construction, maintenance, and existence of the Detention Ponds.

2.4 Planting of Landscaping. HVLLC and/or ACEA shall plant or cause to be planted, at their sole cost and expense, a vegetative screen along the western boundary of the North-South Taxiway in substantial conformance with the approved Phase 1 Landscape Plan and Final Landscape Plan. The planting shall occur within 120 days of the removal of any portion or portions of the existing tree line along or adjacent to the eastern edge of the Easement Tract unless seasonal weather conditions require otherwise. All landscaping shall be maintained in a good condition, and if any of the plantings die, they shall be promptly replaced. HVLLC and/or ACEA shall be responsible for replanting or resodding any grass on the ACPOA Land or Easement Tract damaged or destroyed by any construction or other activity and shall be responsible for irrigating and otherwise maintaining such grass until it is well established and capable of surviving without irrigation including replanting and/or resodding as necessary. Approval by the Parties, (which approvals shall not be unreasonably withheld) of the Final Landscape Plan shall be a condition precedent to the development of any Development Phase north of Development Phase 1 as shown on the ACEA Concept Plan and on the Phase Descriptions.

2.5 Security Fencing. If security fencing is required by any federal, state, or local law, rule, regulation, or ordinance, ACEA shall construct or cause to be constructed, at its sole cost and expense, the fencing required across the south end of the Easement Tract, the west end of the Retail/Restaurant Tract and to fully enclose the ACEA Land except where it abuts the Easement Tract.

2.6 Plat Applications. HVLLC and/or ACEA shall provide to ACPOA copies of all preliminary and final applications for plat approvals submitted to the City for development of the ACEA Land.

2.7 Maintenance of the Aero Country Airport. ACPOA agrees to operate and maintain the Aero Country Airport, including the surfaces of the runway and taxiways, the grassy areas adjacent to the runway and taxiways and within of the ACPOA Land, and runway marking and lighting and the unimproved areas in the Easement Tract. ACEA agrees to maintain the ACEA Land, the North Access Taxiway, South Access Taxiway, the Detention Ponds, all other improvements constructed in accordance with the Phase 1 Storm Water Management Plan or the Final Storm Water Management Plan, any other improved areas in the Easement Tract, and any fencing constructed on the ACEA Land and/or on the Retail/Restaurant Tract for the purpose of controlling unauthorized pedestrian and vehicular access from the Retail/Restaurant Tract to the Easement Tract and ACEA Land. All maintenance shall be in substantially the same manner as during the five years immediately preceding the Effective Date. The Parties acknowledge that runway lighting and marking are non-standard, that snow and ice removal are not provided by ACPOA, and that no emergency services are provided by ACPOA.

A handwritten signature in black ink, appearing to be 'ADC', with a horizontal line underneath it.

ARTICLE III
LAND USE RESTRICTIONS; OPERATIONAL RULES

3.1 Land Use Restrictions. The ownership, development, occupancy, and use of the ACEA Land shall be subject to the restrictions set forth in this section. ACEA agrees to take all actions to assure the restrictions are enforced against ACEA Land, Recorded Lots, ACEA Owners, and the guests and invitees of ACEA Owners, including, but not limited to, including the restrictions as part of any deed restrictions recorded against the ACEA Land by ACEA. A breach of these restrictions by any ACEA Owner, by any aircraft that uses the Aero Country Airport pursuant to this License Agreement, or by any aircraft that uses the Aero Country Airport as a guest or invitee of ACEA or any ACEA Owner shall be a breach of this License Agreement by ACEA. The land use restrictions applicable to the ACEA Land are as follows:

- (a) The primary use shall be for private aviation including airplane hangars and accessory uses customarily related to private aviation, and including second-story residences.
- (b) No retail, office, business, or other commercial uses of the ACEA Land shall be allowed.
- (c) Except as permitted in subsections (e) and (f) below, no outside parking or outside storage (including, but not limited to, trash, debris, building materials, vehicles, equipment, and parts or materials related to or accessory to private aviation) of any kind shall be allowed.
- (d) Outside parking and storage of operational and air worthy aircraft is permitted.
- (e) Outside parking of daily-use vehicles is permitted.
- (f) Routine aircraft maintenance and minor aircraft repairs may be performed outside if reasonably capable of being completed within 24 hours; otherwise, no aircraft maintenance or repairs can be performed outside.
- (g) Except as provided in subsection (g) above, no outside repair or maintenance of any kind is permitted.
- (h) No structure shall exceed a height established by a horizontal plane parallel to and 45 feet above the surface of the Aero Country Airport runway.
- (i) No activities permitted by this Section 3.1 (including, but not limited to, the parking or storage of aircraft or the parking of vehicles) shall interfere with or impair in any way full and free access to and use of the North Access Taxiway, the South Access Taxiway, and the North-South Taxiway.

3.2 Operational Rules. The ownership, development, occupancy, and use of the ACEA Land shall be subject to the rules set forth in this section. ACEA agrees to take all actions to assure the rules are enforced against ACEA Land, Recorded Lots, ACEA Owners, and the guests and invitees of ACEA Owners, including, but not limited to, including the rules as part of any deed restrictions recorded against the ACEA Land by ACEA. A breach of these rules by any ACEA Owner, by any aircraft that uses the Aero Country Airport pursuant to this License Agreement, or by any aircraft that uses the Aero Country Airport as a guest or invitee of ACEA or any ACEA Owner shall be a breach of this License Agreement by ACEA. The ground rules and aircraft rules applicable to ACEA, ACEA Owners, and the ACEA Land are as follows:

- (a) Ground Rules.
 - (1) The only motorized vehicles within the Aero Country Airport shall be golf carts, aircraft tugs, and emergency vehicles.
 - (2) All motorized vehicles within the Aero Country Airport must be operated by a licensed driver, and the maximum speed limit shall be 25 MPH.
 - (3) Children under 16 are not permitted on the runway, taxiway, immediately adjacent grass areas, and roads within the Aero Country Airport unless accompanied by an adult over 21.
 - (4) Aircraft have the right-of-way at all times.
 - (5) ACEA shall prevent non-ACPOA Member vehicular access to ACEA Land via Aero Country Road and the Aero Country Airport runway and taxiways.
- (b) Aircraft Rules.
 - (1) All radio-equipped aircraft should announce their intentions.



- (2) Downwind takeoffs and landings are prohibited.
 - (3) Runway 17 must be used when there is no predominant north-south wind direction.
 - (4) The maximum gross weight of any aircraft using Aero Country Airport is 7,000 lbs.
 - (5) Transient touch-and-go landings are prohibited.
 - (6) Transient flight training is prohibited.
 - (7) Transient operations between 10:00 PM and 6:00 AM local time are prohibited.
 - (8) The aircraft traffic pattern for piston aircraft is 1,000 feet above ground level.
 - (9) The aircraft traffic pattern for turbine aircraft is 1,500 feet above ground level.
- (c) Additional Rules. ACPOA reserves the right, from time to time, to impose additional rules applicable to the operation and use of the Aero Country Airport that have been approved by the members of ACPOA. Such additional rules shall be uniformly applied and enforced as to all persons and aircraft that use the Aero Country Airport. In the event ACPOA intends to impose additional rules, Notice of such additional rules shall be given to ACEA, together with an explanation of the basis for such new rules. The effective date for any additional rules shall not be less than 60 days after such Notice is given to ACEA unless the new rules are needed to address any imminent risk of injury to persons or damage to property, in which case the new operational rules may be made immediately effective. It shall be the responsibility of ACEA to give notice of such new rules to all ACEA Owners.

ARTICLE IV
BUILDABLE SQUARE FEET

4.1 Minimum Buildable Square Feet. "Minimum Buildable Square Feet" for each Development Phase shall be:

Development Phase 1 =	122,400 square feet
Development Phase 2 =	97,200 square feet
Development Phase 3 =	64,800 square feet
Development Phase 4 =	64,800 square feet
Development Phase 5 =	66,000 square feet
Development Phase 6 =	36,000 square feet

4.2 Buildable Square Feet for Unplatted Development Phases. "Buildable Square Feet" for unplatted Development Phases shall be the Minimum Buildable Square Feet.

4.3 Buildable Square Feet for Recorded Lots. "Buildable Square Feet" shall initially be calculated for each Recorded Lot upon recording of the final plat for the Development Phase in which the Recorded Lot is located.

(a) Conforming Plats. If a Development Phase is platted in substantial conformance with the ACEA Concept Plan (including the number of lots and relative size and location of lots), each Recorded Lot shall have the Buildable Square Feet based on the lot designation shown on the ACEA Concept Plan:

Lot designation "A" =	3,600 Buildable Square Feet
Lot designation "B" =	3,600 Buildable Square Feet
Lot designation "C" =	4,800 Buildable Square Feet
Lot designation "D" =	7,200 Buildable Square Feet

(b) Non-conforming Plats. If a Development Phase is platted that is not in substantial conformance with the ACEA Concept Plan (including the number of lots and relative size and location

of lots), the Buildable Square Feet for each Recorded Lot shall be the lot's gross area less any portion of the lot where construction is prohibited by applicable zoning. If the total Buildable Square Feet so calculated for all Recorded Lots in a Development Phase is less than the Minimum Buildable Square Feet for that Development Phase, then the Buildable Square Feet of each Recorded Lot shall be increased by a percentage that will result in the total Buildable Square Feet for the Development Phase that equals the Minimum Buildable Square Feet for the Development Phase. Prior to the recording of the plat for each Development Phase, ACEA shall provide a listing of the lots on the plat and the Buildable Square Feet attributable to each lot along with documentation of the detailed calculations for each lot and also including applicable City ordinances with the appropriate sections highlighted or otherwise marked. If ACEA fails to provide this list and documentation, the Buildable Square Feet for each lot shall be determined by ACPOA as the lot's gross area, increased, if necessary, by a percentage that will result in a total Buildable Square Feet that equals the Minimum Buildable Square Feet.

(c) Multiple Development Phases. If a plat includes all or any portion of one or more Development Phases, the number of Buildable Square Feet within the plat shall be calculated in accordance with 4.3(b) above but using the total Minimum Buildable Square Feet for all the Development Phases which are wholly or partially included in the plat.

4.4 Extended Footprints. Notwithstanding Section 4.3, if the actual footprint of any structure (extended for any overhangs, decks, etc.) built on a Recorded Lot (based on a calculation performed by ACEA and provided to ACPOA) exceeds the Buildable Square Feet for that Recorded Lot, then the Recorded Lot's Buildable Square Feet shall be increased to that larger extended footprint area.

ARTICLE V ASSESSMENTS

5.1 Assessments. ACEA agrees to pay to ACPOA (in partial consideration for access from each Recorded Lot to the Aero Country Airport) the annual assessments and special assessments described in Sections 5.2 and 5.3, respectively.

5.2 Annual Assessments.

(a) Annual Assessment Rate. ACPOA shall determine each calendar year the annual assessment rate (expressed in dollars per Buildable Square Foot, the "Annual Assessment Rate") as annually approved by the ACPOA membership for each calendar year. Notice of each Annual Assessment Rate shall be given to ACEA.

(b) Annual Assessment Amounts. ACEA shall pay annual assessments based on the availability of access from any Recorded Lot within a Development Phase and based on the total Buildable Square Feet within the Development Phase. Commencing on the date that any Recorded Lot within a Development Phase has access to the Aero Country Airport, ACEA shall begin paying an amount equal to the Annual Assessment Rate then in effect multiplied times the total Buildable Square Feet in the Development Phase. The amount of the payment shall be prorated from the date of commencement through the end of the calendar year for the first year in which annual assessments are owed for each Development Phase. Annual Assessment amounts shall be paid by ACEA within 60 days after receiving Notice of the Annual Assessment Rate.

5.3 Special Assessments.

(a) Special Assessment Rate. ACPOA may determine, from time to time as needed, a special assessment rate (expressed in dollars per Buildable Square Foot, the "Special Assessment Rate")



as approved by the ACPOA membership. Notice of each Special Assessment Rate shall be given to ACEA.

(b) Special Assessment Amounts. ACEA shall pay special assessments based on the availability of access from any Recorded Lot within a Development Phase and based on the total Buildable Square Feet within the Development Phase. If any Recorded Lot within a Development Phase has access to the Aero Country Airport on the date ACEA receives Notice of a Special Assessment Rate, then ACEA shall pay an amount equal to the Special Assessment Rate multiplied times the total Buildable Square Feet in the Development Phase. Special Assessment amounts shall be made by ACEA within 60 days after receiving Notice of the Special Assessment Rate.

5.4 Payments by ACEA. The payments of annual and special assessments required by this License Agreement shall be made by ACEA on behalf of the owners within each Development Phase. The manner by which ACEA allocates such payments among, and collects such payments shall be determined by ACEA.

ARTICLE VI
ADDITIONAL CONSIDERATION FOR ACCESS

6.1 Access Payments. In addition to the annual and special assessments paid by ACEA pursuant to Article V, ACEA agrees to pay to ACPOA (in partial consideration for access from each Recorded Lot to the Aero Country Airport) the Initial Access Payments, Final Access Payments, and Catch-Up Payments described below.

6.2 Initial Access Payments. Within seven days after the first sale or other transfer of any Recorded Lot, or within seven days after any development activity is commenced on any Recorded Lot, or within seven days after any use is made of a Recorded Lot ACEA shall make an initial access payment for the Recorded lot (the "Initial Access Payment"). The Initial Access Payment shall equal \$1.14 per square foot (increased each year beginning January 1, 2011 by the most recently available annual percentage increase in the Consumer Price Index - All Urban Consumers - All Items Less Food and Energy, multiplied times the Recorded Lot's Buildable Square Feet.

6.3 Final Access Payments. Within seven days after the issuance by the City of a certificate of occupancy for the first structure constructed or located on a Recorded Lot, or within seven days after the first structure is otherwise located on or substantially completed on a Recorded Lot, or within seven days after any use is made of a Recorded Lot, ACEA shall make a final access payment for the Recorded lot (the "Final Access Payment"). The Final Access Payment shall equal \$1.14 per square foot (increased each year beginning January 1, 2011 by the consumer price escalator described in Section 6.2 above) multiplied times the Recorded Lot's Buildable Square Feet. If a Recordable Lot's Buildable Square Feet increased between the Initial Access Payment and the Final Access Payment, the Final Access Payment shall be increased by an amount equal to \$1.14 per square foot (increased each year beginning January 1, 2011 by the consumer price escalator described in Section 6.2 above) multiplied times the number of square feet, if any, by which the Buildable Square Feet increased between the Initial Access Payment and the Final Access Payment

6.4 Catch-Up Payments. If, after any Final Access Payment has been determined for a Recorded Lot, additional development of the Recorded Lot causes an increase in the Buildable Square Feet of the Recorded Lot, then, within seven days after the substantial completion of the additional development, ACEA shall make a catch-up payment (a "Catch-Up Payment"). The Catch-Up Payment shall equal \$2.28 per square foot (increased each year beginning January 1, 2011 by the consumer price escalator described in Section 6.2 above) multiplied times the number of square feet by which the Buildable Square Feet has increased since the Final Access Payment.

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6.5 Payments by ACEA. The Initial Access Payments, Final Access Payments, and Catch-Up Payments shall be made by ACEA on behalf of the owners of each Recorded Lot. The manner by which ACEA collects such payments from the owners of each Recorded Lot shall be determined by ACEA.

6.6 Utilization of Payments. ACPOA may utilize the funds from Initial Access Payments, Final Access Payments, and any Catch-Up payments in any manner at its sole discretion. If ACPOA utilizes these funds to pay Annual or Special Assessments or other fees due from ACPOA members, such payment shall not be deemed a waiver or reduction of such assessment or fee.

ARTICLE VII DEFAULTS; REMEDIES

7.1 Defaults; Remedies. Except for Monetary Defaults (hereinafter defined), no Party shall be in default under this License Agreement (a "Default") unless Notice of an alleged failure of a Party to perform has been given and such Party has been given a reasonable time to cure based on the nature of the alleged failure. If the alleged failure creates an imminent risk of injury to persons or damage to property, or prohibits the safe use of the Aero Country Airport runway or the taxiways located on the Easement Tract or ACPOA Land, or causes, or will cause with the passage of time, a violation of any federal, state, or local law or regulation applicable to the use or operation of the Aero Country Airport (such failure resulting in "Imminent Risk"), the Party shall be in Default unless the failure is cured immediately. If a Default occurs, the non-defaulting Parties shall have available all remedies at law or in equity (including, but not limited to, the right of ACPOA to perform the failed obligation) other than termination (including all costs, expenses, and attorneys' fees incurred by the non-defaulting Parties in pursuing their remedies). If a Default occurs that creates an Imminent Risk, then in addition to the foregoing remedies, the Default shall be deemed to create immediate irreparable harm thereby entitling the non-defaulting Parties to immediate injunctive relief (including permanent injunctive relief to prevent a recurrence of the Default). If a Default occurs that creates an Imminent Risk, and if the same or substantially similar facts or circumstances have resulted in two or more such Defaults within any six-month period, then ACEA shall pay to ACPOA, as liquidated damages (recognizing that the actual damages are difficult to ascertain) the sum of \$500.00 within 60 days after the second Default, increased each year beginning January 1, 2011, by the consumer price escalator described in Section 6.2 above. If a Default continues to exist for 60 days or more, then, in addition to all remedies otherwise available to ACPOA for a Default, ACPOA shall have the right to suspend all access to the Aero Country Airport from the ACEA Land by installing and securing a lockable access barrier on the Easement Tract across the North Access Taxiway and South Access Taxiway, but only after having posted conspicuous notice of such pending suspension at each access taxiway for a period of at least 15 days before the suspension is to take effect. The suspension of access shall continue until the Default is cured.

7.2 Monetary Defaults; Remedies. ACEA shall have committed a "Monetary Default" under this License Agreement if ACEA fails to make when due any payment of annual or special assessments (as required by Article V), fails to make when due any Initial Access Payment, Final Access Payment, or Catch-Up Payment (as required by Article V), or fails to pay liquidated damages (as required by Section 7.1) and any of such failures is not cured within 60 days of the payment due date, a Monetary Default has occurred and the amount due shall be increased by a 3% late charge. Sixty days after a Monetary Default has occurred, such Monetary Default shall be considered cured only if immediately available funds are received by ACPOA in the amount of the past due payment plus (i) a late charge equal to 3% of the past due amount and (ii) interest on the past due amount at 2% per month, simple interest, from the due date until paid in full (up to, but not exceeding, the maximum interest rate allowed by law). If a Monetary Default by ACEA occurs and remains uncured for 60 days, then, in addition to all remedies otherwise available to ACPOA for a Default, ACPOA shall have the right to suspend all access to the Aero Country Airport from the ACEA Land by installing and securing a lockable access barrier on

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the Easement Tract across the North Access Taxiway and South Access Taxiway, but only after having posted conspicuous notice of such pending suspension at each access taxiway for a period of at least 15 days before the suspension is to take effect. The suspension of access shall continue until the Monetary Default is cured. ACEA, ACEA Owners, lenders with a security interest in this License Agreement or any Recorded Lot, any other person or entity claiming a right of access to the Aero Country Airport under this License Agreement waive and release any claims against ACPOA that arise from or are related to such suspension of access. In addition, ACEA agrees to indemnify and hold harmless ACPOA from and against any claims or suits asserted against ACPOA by ACEA, ACEA Owners, lenders with a security interest in this License Agreement or any Recorded Lot, any other person or entity claiming a right of access to the Aero Country Airport under this License Agreement and arising from or related to such suspension of access. As a further remedy, ACPOA reserves the right, but without any obligation, to file a lien against (i) the ACEA Land within any Development Phase for which ACEA fails to pay annual or special assessments, and (ii) any Recorded Lot for which ACEA fails to pay any Initial Access Payment, Final Access Payment, or Catch Up Payment(s).

7.3 Non-Waiver. The failure of any Party to pursue its remedies under this License Agreement in the event of any failure of another Party to perform shall not act as a waiver of its right to pursue its remedies for future or other failures to perform.

ARTICLE VIII ADDITIONAL PROVISIONS

8.1 Use of Easement Tract. The Easement Tract may be used for the construction, use, and maintenance of the North Access Taxiway, South Access Taxiway, Detention Ponds (provided the Detention Ponds are approved as part of the Phase 1 Storm Water Management Plan or Final Storm Water Management Plan), and otherwise as provided by this License Agreement and the Easement Agreement. Except as modified by this License Agreement, the terms of the Easement Agreement and Master Settlement Agreement applicable to the Easement Tract shall remain in full force and effect.

8.2 Advertising. ACPOA reserves all rights in and to the name and logos (and related service marks and trademarks) for the Aero Country Airport. All uses by ACEA, or by any ACEA Owner, of the name, logos, service marks, or trade marks for the Aero Country shall require the prior written approval of ACPOA, which approval will not be unreasonably withheld.

8.3 Identification of Payments. All payments from ACEA to ACPOA shall be accompanied by a detailed identification of the purpose of the payment (Annual Assessment, Special Assessment, Initial Access Payment, Final Access Payment, etc.) and the Development Phase or Recorded Lot for which the payment is being made.

8.4 Liability for Damage. ACPOA members and any guests or invitees of the members of ACPOA shall be liable for all damage to the Aero Country Airport caused by any members of ACPOA and by any guests or invitees of the members of ACPOA. ACEA shall be liable for all damage to the Aero Country Airport caused by any ACEA Owners and by any guests or invitees of the ACEA Owners.

8.5 Director's Meetings. The Presidents, or their designees, of ACPOA and ACEA shall be allowed to attend the Board of Directors meetings of the other association and shall receive notices of such meetings in the same manner as each association's directors.

8.6 Notices. Any notice or communication required or contemplated by this License Agreement (a "Notice") shall be deemed to have been delivered, given, or provided: (a) five business days after being deposited in the United States mail, CERTIFIED MAIL or REGISTERED MAIL, postage prepaid, return receipt requested; (b) when delivered to the notice address by a nationally recognized, overnight

delivery service (such as FedEx or UPS) as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient of the Notice); or (c) when otherwise hand delivered to the Notice address as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient for purpose of the Notice); and addressed to the named recipient as follows:

If to ACPOA: Aero Country Property Owners' Association Inc.
Attn: G. Dean Clubb
1600 Cliffview Drive
Plano, TX 75093
Phone: 214-789-0356
E-mail: acpoaboard@aerocountry.org

If to ACEA: Aero Country East Association, Inc.
Attn: Mike Shell
230 Aero Country Road
McKinney, TX 75071
Phone: 469-585-2393
FAX: 214-764-6650
E-mail: mike.shell@bettervideo.com

If to HVLLC: Heavy Ventures, LLC
Attn: Mike Shell
230 Aero Country Road
McKinney, TX 75071
Phone: 469-585-2393
FAX: 214-764-6650
E-mail: mike.shell@bettervideo.com

In addition to the foregoing, if any breach of this License Agreement by ACEA creates an imminent risk of injury to persons or damage to property at the Aero Country Airport, Notice may be given to ACEA by E-mail (with the word "URGENT" in the subject line), by phone with a follow-up E-mail, or in person to either of the following individuals:

Name: Laura S. Roach
E-mail: lroach@ahrlawfirm.com
Phone: 214-423-5100

Name: Mike Shell
E-mail: mike.shell@bettervideo.com
Phone: 469-585-2393

8.7 ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this License Agreement. This License Agreement shall not be modified or amended except in writing signed by the Parties.

8.8 SEVERABILITY. The provisions of this License Agreement are severable, and in the event any provision of this License Agreement, or the application thereof to any person or circumstance, is held or determined to be invalid, illegal, or unenforceable, and if such invalidity, unenforceability, or illegality does not cause substantial deviation from the underlying intent of the Parties as expressed in this License



Agreement, then such provision shall be deemed severed from this License Agreement with respect to such person, entity, or circumstance without invalidating the remainder of this License Agreement.

8.9 NO PARTNERSHIP OR JOINT VENTURE. Nothing contained in this License Agreement is intended or shall be construed as creating a partnership or joint venture among the Parties.

8.10 INDIVIDUALS NOT LIABLE. No director, officer, or employee of any of the Parties shall be personally liable in the event of any breach of this License Agreement.

8.11 COUNTERPARTS. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts, when taken together, shall constitute one instrument.

8.12 EXHIBITS. The following exhibits are attached to and incorporated as a part of this License Agreement.

- Exhibit A: ACPOA Land metes and bounds description
- Exhibit B: ACEA Land metes and bounds description
- Exhibit C: Easement Tract metes and bounds description
- Exhibit D: ACEA Concept Plan
- Exhibit E: Depiction of ACPOA Land, ACEA Land, and Easement Tract
- Exhibit F: Taxiway Plans
- Exhibit G: Phase Descriptions
- Exhibit H: Retail/Restaurant CCRs

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AERO COUNTRY PROPERTY OWNERS' ASSOCIATION INC.

BY: G. Dean Clubb

NAME: G. DEAN CLUBB

TITLE: PRESIDENT

DATE: AUGUST 14, 2009

AERO COUNTRY EAST ASSOCIATION, INC.

BY: Mike Shell

NAME: Mike Shell

TITLE: Pres.

DATE: AUGUST 24, 2009

HEAVY VENTURES, LLC

By: Mike Shell

Name: Mike Shell

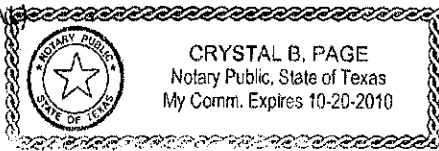
Title: Mgr

Date: AUGUST 24, 2009

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on August 14, 2009 by
G. Dean Clubb, President of Aero Country Property Owners' Association Inc.

(SEAL)

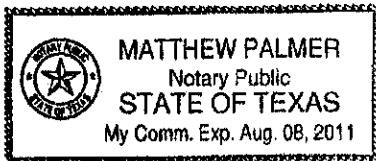


Crystal B. Page
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on August 21, 2009 by
Mike Shell President
of Aero Country East Association, Inc.

(SEAL)

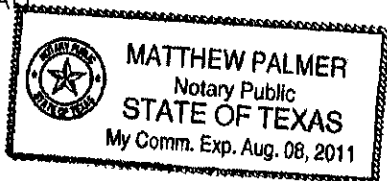


Matthew Palmer
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on August 21, 2009 by
Mike Shell President
of Heavy Ventures, LLC

(SEAL)



Matthew Palmer
Notary Public, State of Texas

Handwritten initials/signature

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT

Exhibit A

ACPOA Land metes and bounds description

Two adjoining tracts of land more particularly described as follows:

Tract 1:

Situated in Collin County, Texas, in the Charles Carter Survey, Abstract # 220 and part of the E. T. Berry Survey, Abstract # 43 and part of a 47.497 acre tract as described in a Deed from Jim Ledbetter to Jack Hurst, recorded in Volume 994, page 560 of the Collin County Deed Records and being more fully described as follows:

BEGINNING at an iron stake in the South line of the said tract in the center line of Rock Hill Road. Said stake bears West 130 ft. from the Southeast Corner from said tract;

THENCE West with the center line of the road a distance of 170 ft. to a stake;

THENCE North 0 degrees 10 minutes East a distance of 3054.35 ft. to a stake in the North line of said tract;

THENCE South 89 degrees 33 minutes 18 seconds East 170 ft. to a stake;

Thence South 0 degrees 10 minutes West a distance of 3053.03 ft. to the place of beginning containing 11.917 acres.

Tract 2:

That land part of a conveyance to Aero Country Property Owners Association, a Texas Corporation as recorded by Instrument 94-0037299 of the Deed Records of Collin County described by Exhibit C to that Instrument and situated in Collin County, Texas, a part of the C. C. Carter Survey, Abstract No. 220, and also part of the E. T. Berry Survey, Abstract No. 43, and out of that certain 10.482 acre tract described in a Deed from Bobby Rex Malone, et al, to Jack Hurst, Recorded in Volume 1019, page 94 of the Deed Records of Collin County, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at an iron rod set in the North line of said called 10.482 acre tract for the Northeast corner of the premises herein described, said corner bears North 87 degrees 55 minutes 25 seconds West 130.02 feet from an iron rod found at the Northeast corner of said called 10.482 acre tract;

THENCE South 1 degree 9 minutes 8 seconds West along a line 130 feet normal distance from and Westerly of the East line of said called 10.482 acre tract a distance of 1356.88 feet to an iron pipe set in the South line of said tract for corner;

THENCE with the last named line, North 88 degrees 23 minutes 18 seconds West 173 feet to an iron pipe set at the re-entrant corner of a called 36.892 acre tract described in an instrument recorded in Volume 2640, page 212 of the Deed Records of Collin County;



THENCE along the West line of last named tract, North 1 degree 9 minutes 29 seconds East 1357.50 feet to an iron rod found in the North line of said called 10.482 acre tract for corner;
THENCE South 88 degrees 11 minutes East a distance of 172.87 feet to the Place of BEGINNING and containing 5.388 acres of land.



AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT

Exhibit B ACEA Land metes and bounds description

DESCRIPTION, of a 37.4687 acre tract of land situated in the John R. Burrows Survey, Abstract No. 70, Collin County, Texas; said tract being part of that certain tract of land described in General Warranty Deed to Virginia 100 LP recorded in Volume 5047, Page 3059 of the Deed Records of Collin County, Texas; said 37.4687 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner in the northerly right-of-way line of Virginia Parkway (a variable width right-of-way, 120 feet wide at this point); said point also being the southwest corner of Common Area "B-1" as shown on the plat of Virginia Hills Addition Phase Two, an addition to the City of McKinney, Texas recorded in Cabinet M, Page 517 of the Plat Records of Collin County, Texas;

THENCE, along the said northerly line of Virginia Parkway, the following two (2) calls:

South 89 degrees, 13 minutes, 28 seconds West, a distance of 77.56 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the beginning of a tangent curve to the left;

In a westerly direction, along said curve to the left, having a central angle of 00 degrees, 17 minutes, 48 seconds, a radius of 1560.00 feet, a chord bearing and distance of South 89 degrees, 04 minutes, 34 seconds West, 8.08 feet, an arc distance of 8.08 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the end of said curve;

THENCE, North 00 degrees, 36 minutes, 16 seconds West, departing the said northerly line of Virginia Parkway, a distance of 34.24 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner;

THENCE, North 44 degrees, 23 minutes, 44 seconds East, a distance of 43.33 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner;

THENCE, North 00 degrees, 36 minutes, 16 seconds West, a distance of 116.03 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the beginning of a tangent curve to the left;

THENCE, in a northwesterly direction, along said curve to the left, having a central angle of 82 degrees, 04 minutes, 19 seconds, a radius of 8.00 feet, a chord bearing and distance of North 41 degrees, 38 minutes, 25 seconds West, 10.50 feet, an arc distance of 11.46 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the end of said curve; said point being the beginning of a reverse curve to the right;

THENCE, in a northwesterly direction, along said curve to the right, having a central angle of 80 degrees, 45 minutes, 17 seconds, a radius of 50.00 feet, a chord bearing and distance of North 42 degrees, 17 minutes, 56 seconds West, 64.78 feet, an arc distance of 70.47 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the end of said curve;

THENCE, South 89 degrees, 13 minutes, 28 seconds West, a distance of 395.65 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner in the west line of said Virginia 100 LP tract; said point also being in the east line of that certain tract of land described in Special Warranty Deed to Heavy Ventures, LLC recorded in County Clerk's File No. 20080402000389800 of the said Deed Records;



THENCE, in a northerly direction, along the said west line of Virginia 100 tract and said east line of Heavy Ventures tract, the following two (2) calls:

North 00 degrees, 40 minutes, 44 seconds West, a distance of 1100.00 feet to a 1/2-inch iron rod with "J. E. Smith RPLS #3700" cap found at an angle point ;

North 00 degrees, 23 minutes, 44 seconds West, a distance of 1652.00 feet to a 1/2-inch iron pipe found at an angle point; said point also being the northeast corner of said Heavy Ventures tract;

THENCE, North 00 degrees, 57 minutes, 48 seconds West, continuing along the said west line of Virginia 100 tract and along the east line of that certain tract of land described in Special Warranty Deed to Chihuahua Airport Partners, L.P. recorded in County Clerk's File No. 20061103001581370 of the said Deed Records, a distance of 631.99 feet to a 1/2-inch iron rod found for corner; said point also being the northwest corner of said Virginia 100 tract and the southwest corner of that certain tract of land described in Warranty Deed to 380 Ranch Joint Venture recorded in Volume 2217, Page 146 of the said Deed Records;

THENCE, North 89 degrees, 14 minutes, 27 seconds East, departing the said west line of Virginia 100 tract and said east line of 380 Ranch Joint Venture tract and along the north line of said Virginia 100 tract and the south line of said 380 Ranch Joint Venture tract, a distance of 373.23 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner from which a 5/8-inch iron rod with "KHA" cap found bears South 87 degrees, 59 minutes West, a distance of 9.0 feet; said point also being the northwest corner of Lot 14, Block N, Virginia Hills Addition Phase Five, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet N, Page 661 of the said Plat Records;

THENCE, South 00 degrees, 36 minutes, 16 seconds East, departing the said north line of Virginia 100 tract and said south line of 380 Ranch Joint Venture tract and along the west line of said Lot 14, Block N, at a distance of 437.48 feet passing the southwest corner of said Lot 14, Block N and the northwest corner of Virginia Hills Addition Phase Four, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet N, Page 596 of the said Plat Records, continuing along the west line of said Virginia Hills Addition Phase Four, in all a total distance of 481.19 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner;

THENCE, South 30 degrees, 33 minutes, 22 seconds East, continuing along the west line of said Virginia Hills Addition Phase Four, a distance of 253.92 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found for corner;

THENCE, South 00 degrees, 36 minutes, 16 seconds East, continuing along the said west line of Virginia Hills Addition Phase Four, at a distance of 306.73 feet passing the southwest corner of said Virginia Hills Addition Phase Four and the northwest corner of Virginia Hills Addition Phase Three, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet M, Page 610 of the said Plat Records, continuing along the west line of said Virginia Hills Addition Phase Three, at a distance of 1439.52 feet passing the southwest corner of said Virginia Hills Addition Phase Three and the northwest corner of Virginia Hills Addition Phase One, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet L, Page 883 of the said Plat Records, continuing along the west line of said Virginia Hills Addition Phase One, at a distance of 1999.52 feet passing the southwest corner of said Virginia Hills Addition Phase One and the northwest corner of said Virginia Hills Addition Phase Two, continuing along the west line of said Virginia Hills Addition Phase Two, in all a total distance of 2919.52 feet to the POINT OF BEGINNING;

CONTAINING, 1,632,123 square feet or 37.4687 acres of land, more or less.

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AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT

Exhibit C

Easement Tract metes and bounds description

Being a 9.265 acre tract in Collin County, Texas, a part of the E. T. BERRY SURVEY, ABSTRACT NO. 43, and being a part of a 47.492 acre tract described in a deed from Jim Ledbetter to Jack Hurst as Recorded in Volume 994, page 560 of the Deed Records of Collin County, said tract or parcel of land is herein described as follows; to wit;

BEGINNING at a point in Rock Hill Road at the Southeast corner of said called 47.492 acre tract, an iron rod set for witness bears North 01 deg 22 min East 60 feet;

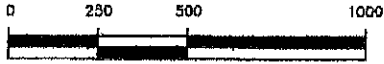
THENCE North 88 deg 48 min West 130 feet to the Southeast corner of an 11.917 acre tract described in a Dedication recorded in Volume 1159, page 668 of the Deed Records of Collin County;

THENCE North 1 deg 22 min East at 60 feet passing an iron rod for witness and in a total distance of 3052.95 feet to an iron rod found at the Northeast corner of said 11.917 acre tract;

THENCE South 88 deg 23 min 18 sec East 138.17 feet to an iron pipe set at the Northeast corner of said called 47.492 acre tract;

THENCE along the east line of last named tract South 01 deg 39 min West 1652.00 feet to an iron rod set and South 01 deg 22 min West a distance of 1400.00 feet to the Place of BEGINNING and containing 9.265 acres of land.

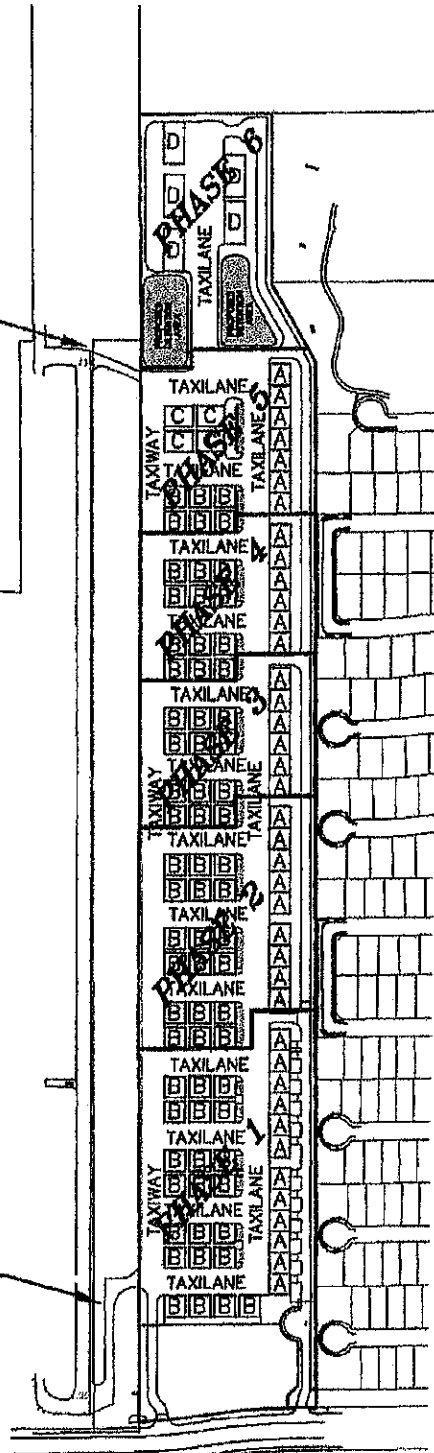
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GRAPHIC SCALE IN FEET
SCALE: 1" = 500'

SEE EXHIBIT F PAGE 1
OF 2 FOR MORE DETAIL
IN THIS AREA

SEE EXHIBIT F PAGE 2
OF 2 FOR MORE DETAIL
IN THIS AREA



VIRGINIA PARKWAY

06/11/2009 -- 11:22AM N:\JOBS\1300-1399-1380-09-023\DWG\1380-09-023-
JWG

**ACEA CONCEPT PLAN
EXHIBIT D**

**NEQ VIRGINIA PARKWAY ©
AERO COUNTRY ROAD**

**JOHN BURROWS SURVEY, ABST. NO. 70
CITY OF MCKINNEY, TEXAS**



POGUE ENGINEERING
1512 BRAY CENTRAL DRIVE, SUITE 100
MCKINNEY, TEXAS 75069
(214) 544-8880 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
WTW	RPP	1"=500'	06-11-09	1380-09-023

DWG NO: 1380-09-023-EX D.DWG

TEXAS BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF REGISTRATION #00481; TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, CERTIFICATE OF REGISTRATION 100421-00

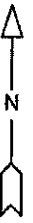
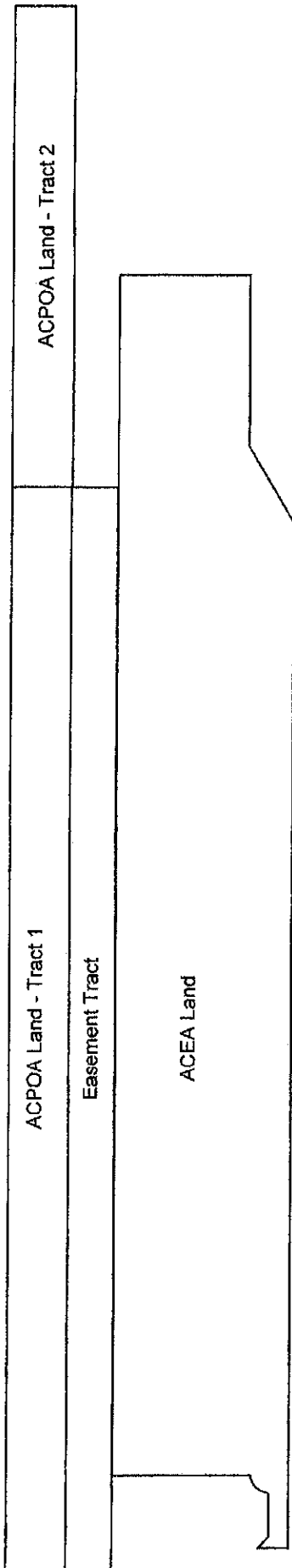
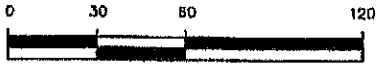


Exhibit E
Depiction of ACPOA Land, ACEA Land, and Easement Tract

A handwritten signature in black ink, appearing to read 'HDC' with a stylized flourish underneath.



GRAPHIC SCALE IN FEET
SCALE: 1" = 60'

PROPOSED
DETENTION
AREA

NORTH ACCESS TAXIWAY

TAXILANE

C

C

TAXILANE

B

TAXIWAY

RUNWAY

NOTE:
TAXIWAYS AND TAXILANES TO
COMPLY WITH F.A.A. GUIDELINES
FOR SUBGRADE, CONCRETE AND
REINFORCEMENT PER ADVISORY
CIRCULAR AC150/5370-10D.
CONCRETE SHALL COMPLY WITH
MINIMUM CRITERIA OF 6" THICKNESS
ON 6" SUB BASE WITH #4
(1/2-INCH) BARS ON 36" CENTERS.

ADC

TAXIWAY PLAN

EXHIBIT F (Page 1 of 2)

NEQ VIRGINIA PARKWAY @

AERO COUNTRY ROAD

JOHN BURROWS SURVEY, ABST. NO. 70
CITY OF MCKINNEY, TEXAS



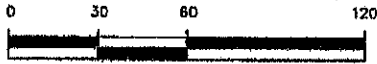
POGUE ENGINEERING
1512 GRAY CENTRAL DRIVE, SUITE 100
MCKINNEY, TEXAS 75089
(214) 544-8880 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com

DRAWN BY WTW	CHECKED BY RPP	SCALE 1"=60'	DATE 06-11-09	JOB NUMBER 1380-09-023
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DWG NO: 1380-09-023-EX D.DWG

IX 06/12/2009 - 11:39AM N:\JOES\1300-1399\1380-09-023.DWG\1380-09-023.DWG

TEXAS BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF REGISTRATION # 000481; TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, CERTIFICATE OF REGISTRATION 100421-00



GRAPHIC SCALE IN FEET
SCALE: 1" = 60'

RUNWAY

TAXIWAY

TAXILANE

SOUTH ACCESS TAXIWAY

NOTE:
TAXIWAYS AND TAXILANES TO
COMPLY WITH F.A.A. GUIDELINES
FOR SUBGRADE, CONCRETE AND
REINFORCEMENT PER ADVISORY
CIRCULAR AC150/5370-10D.
CONCRETE SHALL COMPLY WITH
MINIMUM CRITERIA OF 6" THICKNESS
ON 6" SUB BASE WITH #4
(1/2-INCH) BARS ON 36" CENTERS.

35

VIRGINIA PARKWAY

AOC

X 06/12/2009 - 11:39AM N:\JOBS\1380-09-023\DWG\1380-09-023.DWG

TAXIWAY PLAN
EXHIBIT F (Page 2 of 2)
NEQ VIRGINIA PARKWAY ©
AERO COUNTRY ROAD

JOHN BURROWS SURVEY, ABST. NO. 70
CITY OF MCKINNEY, TEXAS

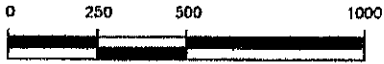


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1512 BRAY CENTRAL DRIVE, SUITE 100
MCKINNEY, TEXAS 75069
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DRAWN BY WTW	CHECKED BY RPP	SCALE 1"=60'	DATE 06-11-09	JOB NUMBER 1380-09-023
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DWG NO: 1380-09-023-EX D.DWG

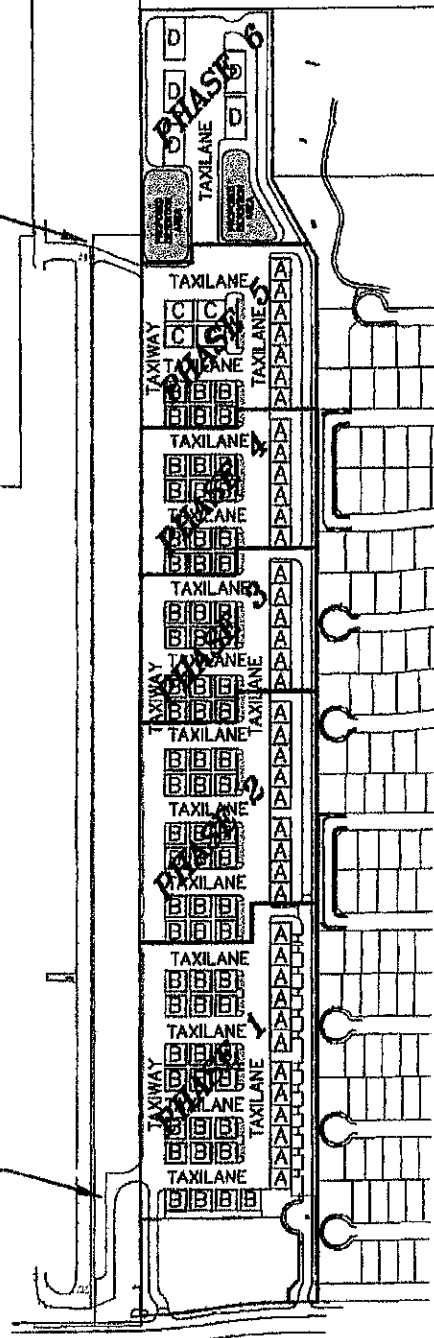
TEXAS BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF REGISTRATION #F-000481; TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, CERTIFICATE OF REGISTRATION 100421-00



GRAPHIC SCALE IN FEET
SCALE: 1" = 500'

SEE EXHIBIT F PAGE 1
OF 2 FOR MORE DETAIL
IN THIS AREA

SEE EXHIBIT F PAGE 2
OF 2 FOR MORE DETAIL
IN THIS AREA



VIRGINIA PARKWAY

06/11/2009 - 11:22AM N:\JOBS\1380-1399\1380-09-023\DWG\1380-09-023.DWG

Airport Access License Agreement
Exhibit G
Phase Descriptions



POGUE ENGINEERING
1512 BRAY CENTRAL DRIVE, SUITE 100
MCKINNEY, TEXAS 75069
(214) 544-8880 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
WTW	RPP	1"=500'	06-11-09	1380-09-023

DWG NO: 1380-09-023-EX D.DWG

TEXAS BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF REGISTRATION #F-000481; TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, CERTIFICATE OF REGISTRATION 100421-00

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

COVENANTS, CONDITIONS AND RESTRICTIONS

RETAIL/RESTAURANT TRACT

These Covenants, Conditions and Restrictions (these "Retail/Restaurant CCRs") are entered into among Aero Country Property Owners' Association Inc. ("ACPOA"), Aero Country East Association, Inc. ("ACEA"), and Heavy Ventures, LLC ("HVLLC"). ACPOA, ACEA, and HVLLC are sometimes individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, HVLLC is the owner of the real property described on the attached Exhibit 1 (the "Retail/Restaurant Tract");

WHEREAS, HVLLC is the owner of the real property described on the attached Exhibit 2 (the "Easement Tract");

WHEREAS, HVLLC is the owner of the real property described on the attached Exhibit 3 (the "ACEA Land");

WHEREAS, ACEA is a property owners association that includes the ACEA Land;

WHEREAS, ACPOA is the owner of the real property described on the attached Exhibit 4 (the "ACPOA Land");

WHEREAS, ACPOA is the owner of the runway, taxiway, and related improvements located and constructed on the ACPOA Land and used for the taking off and landing of aircraft (the "Aero Country Airport");

WHEREAS, the Parties entered into that certain Amended and Restated Airport Access License Agreement effective August 29, 2009 (the "License Agreement");

WHEREAS, the License Agreement grants to owners of the ACEA Land a non-exclusive license to access and use of the Aero Country Airport, all as more particularly set forth therein;

WHEREAS, the Retail/Restaurant Tract is located adjacent to the ACEA Land and Easement Tract;

WHEREAS, the Retail/Restaurant Tract is located near the ACPOA Land and the Aero Country Airport;

WHEREAS, the ownership and use of the Retail/Restaurant Tract poses a threat to the safe and efficient use and operation of the Aero Country Airport and to the exercise by the owners of the ACEA Land of their license rights under the License Agreement including, but not limited to, use of the Easement Tract;

A handwritten signature in black ink, appearing to be 'ADC' with a stylized flourish underneath.

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

WHEREAS, the License Agreement does not apply to the ownership and use of the Retail/Restaurant Tract; and

WHEREAS, the Parties desire to restrict the ownership and use of the Retail/Restaurant Tract to facilitate the safe and efficient use and operation of the Aero County Airport and to protect the license rights of the owners of the ACEA Land under the License Agreement including, but not limited to, use of the Easement Tract.

NOW THEREFORE, for and in consideration for the Parties having executed the License Agreement, for the mutual obligations of the Parties set forth in these Retail/Restaurant CCRs, and for other good and valuable consideration the adequacy of which the Parties acknowledge, the Parties agree that the ownership and use of the Retail/Restaurant Tract shall be subject to the restrictions set forth herein.

1. These Retail/Restaurant CCRs shall apply to the Retail/Restaurant Tract and shall be binding on HVLLC and its successors and assigns as a covenant running with the Retail/Restaurant Tract or any portion thereof. These Retail/Restaurant CCRs shall continue for a term of 99 years; and thereafter may be renewed by ACPOA, its successors and assigns, for succeeding 10-year terms by giving written notice to ACEA and HVLLC prior to the expiration of the original 99-year term or any successor 10-year term. These Retail/Restaurant CCRs are executed for the benefit of the ACPOA Land, the Aero County Airport, the ACEA Land, and the Easement Tract and may be enforced by the owners thereof including, but not limited to ACPOA, ACEA, and HVLLC and their respective successors and assigns.
2. The Retail/Restaurant Tract shall not be developed or used in any manner that would violate any federal, state, or local statute, regulation, ordinance, rule, or order that affects, that is applicable to, or that governs the use or operation of the Aero Country Airport.
3. The Retail/Restaurant Tract shall not be developed or used in any manner that would present a material risk to the safe use or operation of the Aero Country Airport.
4. The Retail/Restaurant Tract shall be developed and used in accordance with all applicable ordinances of the City of McKinney, Texas.
5. No building, structure or other improvement (including, but not limited to, such improvements as roofs, architectural features, signs, or flag poles), whether temporary or permanent, located or constructed on the Retail/Restaurant Tract shall exceed a height of 30 feet above the adjacent centerline of the Aero Country Airport runway.
6. Storm water management for the development and use of the Retail/Restaurant Tract shall be coordinated with the Phase 1 Storm Water Management Plan and Final Storm Water Management Plan

Covenants, Conditions and Restrictions Retail/Restaurant Tract

A handwritten signature in black ink, appearing to be 'HOC' with a stylized flourish underneath.

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

(as defined in the License Agreement) for the development and use of the ACEA Land. Development and use of the Retail/Restaurant Tract shall accommodate storm water runoff from the Aero Country Airport and surrounding developed areas to the west without further cost or expense to ACPOA or to the surrounding developed areas to the west. Development and use of the Retail/Restaurant Tract shall result in storm water drainage away from the Easement Tract, the ACPOA Land, and the Aero Country Airport and into existing City storm water drains.

7. Development and use of the Retail/Restaurant Tract shall include at all times (including during any construction) protective fencing (temporary during construction and permanent thereafter) to prevent unauthorized pedestrian and vehicular access from the Retail/Restaurant Tract to the Easement Tract and to the Aero Country Airport. HVLLC shall indemnify, hold harmless, and defend ACPOA, its directors and its members from any and all claims, allegations, and other matters which arise from the failure to provide and maintain such fencing.

8. HVLLC shall provide to ACPOA and ACEA a subordination agreement executed by all lenders having mortgage liens or other security interests of any kind in the Retail/Restaurant Tract, which agreement shall acknowledge that these Retail/Restaurant CCRs shall survive the foreclosure of any of such liens or interests and shall otherwise be in a form approved by ACPOA, ACEA, and HVLLC, which approvals shall not be unreasonably withheld.

9. The following exhibits are attached to and made a part of these Retail/Restaurant CCRs:

- Exhibit 1: Retail/Restaurant Tract
- Exhibit 2: Easement Tract
- Exhibit 3: ACEA Land
- Exhibit 4: ACPOA Land



AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

AERO COUNTRY PROPERTY OWNERS' ASSOCIATION INC.

By: _____
G. Dean Clubb, President

Date: August _____, 2009

AERO COUNTRY EAST ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

Date: August _____, 2009

HEAVY VENTURES, LLC

By: _____

Name: _____

Title: _____

Date: August _____, 2009

A handwritten signature in black ink, appearing to be 'HDC' with a flourish underneath.

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on August _____, 2009 by G. Dean Clubb, President of **Aero Country Property Owners' Association Inc.**

(SEAL)

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on August _____, 2009 by _____
_____ of **Aero Country East Association, Inc.**

(SEAL)

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on August _____, 2009 by _____
_____ of **Heavy Ventures, LLC.**

(SEAL)

Notary Public, State of Texas



AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

COVENANTS, CONDITIONS AND RESTRICTIONS

RETAIL/RESTAURANT TRACT

Exhibit 1
Retail/Restaurant Tract

DESCRIPTION, of a 2.500 acre tract of land situated in the John R. Burrows Survey, Abstract No. 70, Collin County, Texas; said tract being part of that certain tract of land described in General Warranty Deed to Virginia 100 LP recorded in Volume 5047, Page 3059 of the Deed Records of Collin County, Texas; said 2.500 acre tract being more particularly described as follows:

COMMENCING, at a 5/8-inch iron rod with "Pogue Eng & Dev" cap found in the northerly right-of-way line of Virginia Parkway (a variable width right-of-way); said point being the southwest corner of Common Area "B-1" as shown on the plat of Virginia Hills Addition Phase Two, an addition to the City of McKinney, Texas recorded in Cabinet M, Page 517 of the Plat Records of Collin County, Texas;

THENCE, along the said northerly line of Virginia Parkway, the following four (4) calls:

South 89 degrees, 13 minutes, 28 seconds West, a distance of 77.56 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found at the beginning of a curve to the left;

In a westerly direction, along said curve to the left, having a central angle of 00 degrees, 17 minutes, 48 seconds, a radius of 1560.00 feet, a chord bearing and distance of South 89 degrees, 04 minutes, 34 seconds West, 8.08 feet, an arc distance of 8.08 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found at the POINT OF BEGINNING;

In a westerly direction, continuing along a curve to the left, having a central angle of 08 degrees, 24 minutes, 03 seconds, a radius of 1560.00 feet, a chord bearing and distance of South 84 degrees, 43 minutes, 38 seconds West, 228.52 feet, an arc distance of 228.73 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the end of said curve; said point being the beginning of a reverse curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 07 degrees, 28 minutes, 14 seconds, a radius of 1440.00 feet, a chord bearing and distance of South 84 degrees, 15 minutes, 44 seconds West, 187.62 feet, an arc distance of 187.76 feet to a "PK" nail set for corner at the end of said curve; said point also being in the west line of said Virginia 100 LP tract and in the east line of that certain tract of land described in Special Warranty Deed to Heavy Ventures, LLC recorded in County Clerk's File No. 20080402000389800 of the said Deed Records;

THENCE, North 00 degrees, 40 minutes, 44 seconds West, departing the said northerly line of Virginia Parkway and along the said west line of Virginia 100 LP tract and said east line of Heavy Ventures tract, a distance of 271.41 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found for corner;

THENCE, North 89 degrees, 13 minutes, 28 seconds East, departing the said west line of Virginia 100 LP tract and said east line of Heavy Ventures tract, a distance of 395.65 feet to a 5/8-inch

A handwritten signature in black ink, appearing to be 'ADC' with a flourish underneath.

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

iron rod with "Pogue Eng & Dev" cap found for corner; said point being the beginning of a non-tangent curve to the left;

THENCE, in a southeasterly direction, along said curve to the left, having a central angle of 80 degrees, 45 minutes, 17 seconds, a radius of 50.00 feet, a chord bearing and distance of South 42 degrees, 17 minutes, 56 seconds East, 64.78 feet, an arc distance of 70.47 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found at the end of said curve; said point being the beginning of a reverse curve to the right;

THENCE, in a southeasterly direction, along said curve to the right, having a central angle of 82 degrees, 04 minutes, 19 seconds, a radius of 8.00 feet, a chord bearing and distance of South 41 degrees, 38 minutes, 25 seconds East, 10.50 feet, an arc distance of 11.46 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found at the end of said curve;

THENCE, South 00 degrees, 36 minutes, 16 seconds East, a distance of 116.03 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found for corner;

THENCE, South 44 degrees, 23 minutes, 44 seconds West, a distance of 43.33 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found for corner;

THENCE, South 00 degrees, 36 minutes, 16 seconds East, a distance of 34.24 feet the POINT OF BEGINNING;

CONTAINING, 108,906 square feet or 2.500 acres of land, more or less.

A handwritten signature in black ink, appearing to be 'ADC' with a flourish underneath.

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

COVENANTS, CONDITIONS AND RESTRICTIONS
RETAIL/RESTAURANT TRACT

Exhibit 2
Easement Tract

Being a 9.265 acre tract in Collin County, Texas, a part of the E. T. BERRY SURVEY, ABSTRACT NO. 43, and being a part of a 47.492 acre tract described in a deed from Jim Ledbetter to Jack Hurst as Recorded in Volume 994, page 560 of the Deed Records of Collin County, said tract or parcel of land is herein described as follows; to wit;

BEGINNING at a point in Rock Hill Road at the Southeast corner of said called 47.492 acre tract, an iron rod set for witness bears North 01 deg 22 min East 60 feet;

THENCE North 88 deg 48 min West 130 feet to the Southeast corner of an 11.917 acre tract described in a Dedication recorded in Volume 1159, page 668 of the Deed Records of Collin County;

THENCE North 1 deg 22 min East at 60 feet passing an iron rod for witness and in a total distance of 3052.95 feet to an iron rod found at the Northeast corner of said 11.917 acre tract;

THENCE South 88 deg 23 min 18 sec East 138.17 feet to an iron pipe set at the Northeast corner of said called 47.492 acre tract;

THENCE along the east line of last named tract South 01 deg 39 min West 1652.00 feet to an iron rod set and South 01 deg 22 min West a distance of 1400.00 feet to the Place of BEGINNING and containing 9.265 acres of land.

A handwritten signature in black ink, appearing to be 'ADC' with a flourish underneath.

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

COVENANTS, CONDITIONS AND RESTRICTIONS
RETAIL/RESTAURANT TRACT

Exhibit 3
ACEA Land

DESCRIPTION, of a 37.4687 acre tract of land situated in the John R. Burrows Survey, Abstract No. 70, Collin County, Texas; said tract being part of that certain tract of land described in General Warranty Deed to Virginia 100 LP recorded in Volume 5047, Page 3059 of the Deed Records of Collin County, Texas; said 37.4687 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner in the northerly right-of-way line of Virginia Parkway (a variable width right-of-way, 120 feet wide at this point); said point also being the southwest corner of Common Area "B-1" as shown on the plat of Virginia Hills Addition Phase Two, an addition to the City of McKinney, Texas recorded in Cabinet M, Page 517 of the Plat Records of Collin County, Texas;

THENCE, along the said northerly line of Virginia Parkway, the following two (2) calls:

South 89 degrees, 13 minutes, 28 seconds West, a distance of 77.56 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the beginning of a tangent curve to the left;

In a westerly direction, along said curve to the left, having a central angle of 00 degrees, 17 minutes, 48 seconds, a radius of 1560.00 feet, a chord bearing and distance of South 89 degrees, 04 minutes, 34 seconds West, 8.08 feet, an arc distance of 8.08 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the end of said curve;

THENCE, North 00 degrees, 36 minutes, 16 seconds West, departing the said northerly line of Virginia Parkway, a distance of 34.24 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner;

THENCE, North 44 degrees, 23 minutes, 44 seconds East, a distance of 43.33 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner;

THENCE, North 00 degrees, 36 minutes, 16 seconds West, a distance of 116.03 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the beginning of a tangent curve to the left;

THENCE, in a northwesterly direction, along said curve to the left, having a central angle of 82 degrees, 04 minutes, 19 seconds, a radius of 8.00 feet, a chord bearing and distance of North 41 degrees, 38 minutes, 25 seconds West, 10.50 feet, an arc distance of 11.46 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the end of said curve; said point being the beginning of a reverse curve to the right;

THENCE, in a northwesterly direction, along said curve to the right, having a central angle of 80 degrees, 45 minutes, 17 seconds, a radius of 50.00 feet, a chord bearing and distance of North 42 degrees, 17 minutes, 56 seconds West, 64.78 feet, an arc distance of 70.47 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at the end of said curve;

THENCE, South 89 degrees, 13 minutes, 28 seconds West, a distance of 395.65 feet to a 5/8-inch



AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

iron rod with "Pogue Eng & Dev" cap set for corner in the west line of said Virginia 100 LP tract; said point also being in the east line of that certain tract of land described in Special Warranty Deed to Heavy Ventures, LLC recorded in County Clerk's File No. 20080402000389800 of the said Deed Records;

THENCE, in a northerly direction, along the said west line of Virginia 100 tract and said east line of Heavy Ventures tract, the following two (2) calls:

North 00 degrees, 40 minutes, 44 seconds West, a distance of 1100.00 feet to a 1/2-inch iron rod with "J. E. Smith RPLS #3700" cap found at an angle point ;

North 00 degrees, 23 minutes, 44 seconds West, a distance of 1652.00 feet to a 1/2-inch iron pipe found at an angle point; said point also being the northeast corner of said Heavy Ventures tract;

THENCE, North 00 degrees, 57 minutes, 48 seconds West, continuing along the said west line of Virginia 100 tract and along the east line of that certain tract of land described in Special Warranty Deed to Chihuahua Airport Partners, L.P. recorded in County Clerk's File No. 20061103001581370 of the said Deed Records, a distance of 631.99 feet to a 1/2-inch iron rod found for corner; said point also being the northwest corner of said Virginia 100 tract and the southwest corner of that certain tract of land described in Warranty Deed to 380 Ranch Joint Venture recorded in Volume 2217, Page 146 of the said Deed Records;

THENCE, North 89 degrees, 14 minutes, 27 seconds East, departing the said west line of Virginia 100 tract and said east line of 380 Ranch Joint Venture tract and along the north line of said Virginia 100 tract and the south line of said 380 Ranch Joint Venture tract, a distance of 373.23 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner from which a 5/8-inch iron rod with "KHA" cap found bears South 87 degrees, 59 minutes West, a distance of 9.0 feet; said point also being the northwest corner of Lot 14, Block N, Virginia Hills Addition Phase Five, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet N, Page 661 of the said Plat Records;

THENCE, South 00 degrees, 36 minutes, 16 seconds East, departing the said north line of Virginia 100 tract and said south line of 380 Ranch Joint Venture tract and along the west line of said Lot 14, Block N, at a distance of 437.48 feet passing the southwest corner of said Lot 14, Block N and the northwest corner of Virginia Hills Addition Phase Four, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet N, Page 596 of the said Plat Records, continuing along the west line of said Virginia Hills Addition Phase Four, in all a total distance of 481.19 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set for corner;

THENCE, South 30 degrees, 33 minutes, 22 seconds East, continuing along the west line of said Virginia Hills Addition Phase Four, a distance of 253.92 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found for corner;

THENCE, South 00 degrees, 36 minutes, 16 seconds East, continuing along the said west line of Virginia Hills Addition Phase Four, at a distance of 306.73 feet passing the southwest corner of said Virginia Hills Addition Phase Four and the northwest corner of Virginia Hills Addition Phase Three, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet M, Page 610 of the said Plat Records, continuing along the west line of said Virginia Hills Addition Phase Three, at a distance of 1439.52 feet passing the southwest corner of said Virginia Hills Addition Phase Three and the northwest corner of Virginia Hills Addition Phase One, an addition

A handwritten signature in black ink, appearing to be 'ADC', with a wavy line underneath.

AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

to the City of McKinney, Texas according to the plat recorded in Cabinet L, Page 883 of the said Plat Records, continuing along the west line of said Virginia Hills Addition Phase One, at a distance of 1999.52 feet passing the southwest corner of said Virginia Hills Addition Phase One and the northwest corner of said Virginia Hills Addition Phase Two, continuing along the west line of said Virginia Hills Addition Phase Two, in all a total distance of 2919.52 feet to the POINT OF BEGINNING;

CONTAINING, 1,632,123 square feet or 37.4687 acres of land, more or less.

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AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

COVENANTS, CONDITIONS AND RESTRICTIONS
RETAIL/RESTAURANT TRACT

Exhibit 4
ACPOA Land

Two adjoining tracts of land more particularly described as follows:

Tract 1:

Situated in Collin County, Texas, in the Charles Carter Survey, Abstract # 220 and part of the E. T. Berry Survey, Abstract # 43 and part of a 47.497 acre tract as described in a Deed from Jim Ledbetter to Jack Hurst, recorded in Volume 994, page 560 of the Collin County Deed Records and being more fully described as follows:

BEGINNING at an iron stake in the South line of the said tract in the center line of Rock Hill Road. Said stake bears West 130 ft. from the Southeast Corner from said tract;

THENCE West with the center line of the road a distance of 170 ft. to a stake;

THENCE North 0 degrees 10 minutes East a distance of 3054.35 ft. to a stake in the North line of said tract;

THENCE South 89 degrees 33 minutes 18 seconds East 170 ft. to a stake;

Thence South 0 degrees 10 minutes West a distance of 3053.03 ft. to the place of beginning containing 11.917 acres.

Tract 2:

That land part of a conveyance to Aero Country Property Owners Association, a Texas Corporation as recorded by Instrument 94-0037299 of the Deed Records of Collin County described by Exhibit C to that Instrument and situated in Collin County, Texas, a part of the C. C. Carter Survey, Abstract No. 220, and also part of the E. T. Berry Survey, Abstract No. 43, and out of that certain 10.482 acre tract described in a Deed from Bobby Rex Malone, et al, to Jack Hurst, Recorded in Volume 1019, page 94 of the Deed Records of Collin County, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at an iron rod set in the North line of said called 10.482 acre tract for the Northeast corner of the premises herein described, said corner bears North 87 degrees 55 minutes 25 seconds West 130.02 feet from an iron rod found at the Northeast corner of said called 10.482 acre tract;

THENCE South 1 degree 9 minutes 8 seconds West along a line 130 feet normal distance from and Westerly of the East line of said called 10.482 acre tract a distance of 1356.88 feet to an iron pipe set in the South line of said tract for corner;



AMENDED AND RESTATED AIRPORT ACCESS LICENSE AGREEMENT
Exhibit H – Retail/Restaurant CCRs

THENCE with the last named line, North 88 degrees 23 minutes 18 seconds West 173 feet to an iron pipe set at the re-entrant corner of a called 36.892 acre tract described in an instrument recorded in Volume 2640, page 212 of the Deed Records of Collin County;

THENCE along the West line of last named tract, North 1 degree 9 minutes 29 seconds East 1357.50 feet to an iron rod found in the North line of said called 10.482 acre tract for corner;

THENCE South 88 degrees 11 minutes East a distance of 172.87 feet to the Place of BEGINNING and containing 5.388 acres of land.

A handwritten signature in black ink, appearing to be 'ADC' with a flourish underneath.

After recording return to:
Aero Country Property Owners' Association
P.O. Box 1196
McKinney, TX 75071

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/21/2009 04:09:35 PM
\$180 00 BPETERSON
20090821001056210



Stacey Kemp

HOC