

Restrictive Covenants for Northpark Technology Center

1. July 11, 1985, Northpark Technology Center Restrictive Covenants were adopted.
2. October 26, 1998, the **First Amendment** to the Restrictive Covenants amended the following:

Amended Section 6. DESIGN, CONTROL AND MAINTENANCE.

3. April 22, 1998, the **Second Amendment** to the Restrictive Covenants amended the following:

Amended Section 13. SIGNS.

13 (a)
AMENDED
04/08/87

NOTARY PUBLIC
LAFAYETTE, LA.
EXPIRES DATE

FILE NO. (A)

STATE OF LOUISIANA
PARISH OF LAFAYETTE

25 JUL 11 PM 3:24
Cathy D. Dumas
NOTARY PUBLIC

85-022445

BE IT KNOWN, that on this 11 day of July, 1985,
before me, the undersigned Notary Public, in and for said Parish
and State, duly commissioned and qualified as such, personally
came and appeared:

LAFAYETTE HARBOR, TERMINAL AND INDUSTRIAL DEVELOPMENT
DISTRICT, having its principal domicile in Lafayette
Parish, Louisiana, and being represented herein by James
A. Caillier, President of the Board of Commissioners of
said District, in accordance with a Resolution of the
Board of Commissioners of said District, a copy of which
is attached hereto and made a part hereof, hereinafter
referred to as "Appearer"

who declared:

That Appearer is the owner of the following described proper-
ties, to-wit:

1. That certain parcel of ground, with improvements,
being situated in Section 13, Township 9 South, Range 4
East, Lafayette Parish, Louisiana, containing 40 acres.
Said parcel is more fully described as TRACT I on a plat
of survey prepared by Domingue, Szabo & Associates,
Inc., dated October 20, 1982, a copy of which is
attached to Act No. 82-30050 of the Records of the Clerk
of Court's Office for the Parish of Lafayette,
Louisiana, and made a part hereof by reference thereto.
Said parcel being more fully described as follows, to-
wit: Commencing at the point where the Southerly right-
of-way line of Pont Des Mouton Road intersects with the
Westerly right-of-way line of Fairlane Drive; thence, N
81° 28' 53" West along the Southerly right-of-way line
of Pont Des Mouton Road a distance of 378.23 feet to a
point on the centerline of Dan Debaillon Coulee, the
point of beginning; thence, proceed S 45° 30' 06" East
along the centerline of the said coulee a distance of
144.52 feet; thence, S 29° 54' 04" East along the coulee
centerline a distance of 208.14 feet; thence, S 04° 34'
20" West along the coulee centerline a distance of
428.76 feet; thence, S 18° 06' 17" East along the coulee
centerline a distance of 155.45 feet; thence, S 35° 07'
42" East along the coulee centerline a distance of
360.37 feet; thence, S 30° 19' 16" East along the cen-
terline of the coulee a distance of 733.51 feet; thence,
N 82° 50' 05" West a distance of 124.40 feet; thence, N
83° 06' 15" West a distance of 641.96 feet; thence, N
82° 54' 18" West a distance of 568.17 feet; thence, N
10° 00' 02" West a distance of 1,776.33 feet to a point
on the Southerly right-of-way line of Pont Des Mouton
Road; thence, S 81° 19' 23" East along the said right-
of-way line a distance of 844.06 feet to the point of
beginning. Being the same property acquired by Act No.
82-30050 of the Records of the Clerk of Court's Office
for the Parish of Lafayette, Louisiana.

2. That certain parcel of ground, with improvements,
being situated in Section 13, Township 9 South, Range 4
East, Lafayette Parish, Louisiana, containing 60 acres.
Said parcel is more fully described as TRACT II on a
plat of survey prepared by Domingue, Szabo & Associates,
Inc., dated October 20, 1982, a copy of which is

VOORNES & LABBE
Professional Law Corporation
100 South Buchanan Street
LAFAYETTE, LOUISIANA
70502
PHONE 232-9700
Cable Address
VOLLA Lafayette, La.

attached to Act No. 82-30050 of the Records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, and made a part hereof by reference thereto. Said parcel being more fully described as follows, to-wit: Commencing at the point where the Southerly right-of-way line of Pont Des Mouton Road intersects with the Westerly right-of-way line of Fairlane Drive; thence N 81° 28' 53" West along the Southerly right-of-way line of Pont Des Mouton Road a distance of 378.23 feet; thence, N 81° 19' 23" West continuing along the said Road right-of-way line a distance of 844.06 feet to a point, the point of beginning; thence, S 10° 00' 02" East a distance of 1,776.33 feet; thence, N 82° 54' 18" West a distance of 35.19 feet; thence, N 82° 53' 32" West a distance of 1,086.53 feet; thence, N 82° 53' 32" West a distance of 666.50 feet; thence, N 07° 06' 28" East a distance of 1,730.38 feet; thence, S 81° 29' 43" East a distance of 676.43 feet; thence, S 81° 19' 23" East a distance of 589.65 feet to the point of beginning. Being the same property acquired by Act No. 83-3548 of the Records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

That in order to insure the proper development and maintenance of the properties hereinabove described, Appearer does by these presents establish the following restrictive covenants controlling the nature and use thereof, which said restrictive covenants shall be considered as covenants running with the land and shall be binding on all parties and all persons claiming under them, their heirs, successors and assigns; the said restrictions are more fully set forth on Exhibit "A" which is attached hereto and made a part hereof.

THUS DONE AND SIGNED at Lafayette, Louisiana, on the day and date first above written, in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

LAFAYETTE HARBOR, TERMINAL AND INDUSTRIAL DEVELOPMENT DISTRICT

Miss. J. D. ...

BY: James A. Caillier
JAMES A. CAILLIER, PRESIDENT

Sue D. Cormier

[Signature]
NOTARY PUBLIC

RESTRICTIVE COVENANTS AFFECTING PROPERTY
KNOWN AS NORTHPARK HIGH TECHNOLOGY INDUSTRIAL CENTER
OWNED BY LAFAYETTE HARBOR, TERMINAL AND
INDUSTRIAL DEVELOPMENT DISTRICT

1. APPLICATION. Each building site situated in Northpark High Technology Industrial Center (the "Center") shall be subject to the restrictive covenants, agreements, easements, limitations and charges hereinafter set forth, and they shall be considered a part of every conveyance of a building site in said Center without being written therein. The restrictive covenants herein contained are for the mutual benefit and protection of the owner, present and future, of each building site of said Center, and they shall run with and bind the land and inure to the benefit of and be enforceable by the Board of Commissioners of the Lafayette Harbor, Terminal and Industrial Development District (the "Board") and/or any owner, present and future, of any building site included in said Center, their respective legal representatives, heirs, successors, grantees and assigns. The Board and/or any owner, present or future, of any building site included in said Center shall be entitled to injunctive relief against any violation thereof and/or damages caused by said violation, but there shall be no right of reversion or forfeiture of title resulting from such violation. The term "building site" shall mean:

(a) Any lot shown on the plat of survey prepared by Domingue, Szabo & Associates, Inc., Consulting Engineers, Lafayette Parish, Louisiana, dated July 9, 1985, a copy of which is attached hereto and made a part hereof, or

(b) A portion of any said lot, or

(c) A combination of two or more of any said lots, or

(d) A combination of two or more portions of any said lots, or

(e) A combination of any of the above.

2. TERM. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictive covenants are recorded. After the initial period of thirty (30) years, the said restrictive covenants shall be auto-

matically extended for successive periods of ten (10) years each, unless, at any time after the said thirty (30) year period, an instrument signed by the then owners of a majority of the square footage (excluding then publicly dedicated tracts and/or common areas) of the building sites in the Center has been recorded, agreeing to change, alter, amend or terminate said restrictive covenants in whole or in part. Notwithstanding anything contained herein to the contrary, the restrictive covenants may be waived by the Board as to any building site and changed, altered, amended or terminated in whole or in part at any time and from time to time by the Board as to any building site then owned by the Board.

3. AMENDMENT: WAIVER. Upon application being made to the Board, the Board may waive any one or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of said building site, upon finding that such waiver would not be detrimental to the Center as a high technology industrial area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

4. ENFORCEMENT: CONCILIATION. No action in court to enforce any restrictive covenant herein by an owner or owners of any building site in the Center shall be brought until such owner or owners shall have referred its complaint to the Board for the purpose of consultation and conciliation, and until a reasonable period of time shall have passed from the date of such reference.

5. USE. The Center shall be used for laboratories, offices, prototypes, research related production, advanced technology, scientific and light industrial activities and other activities related to each of the above uses; provided, however, nothing in these restrictive covenants shall prohibit any vacant lands in the Center from being left in their natural state.

6. DESIGN, CONTROL AND MAINTENANCE. No building, fence, wall or other structure shall be commenced, erected or maintained

on a building site and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by Board as to the quality of materials and workmanship, as to the harmony of the external design with the character of a high technology center and with existing structures, and as to the location with respect to topography, finished grade elevation, side lot lines, front lot lines and rear lot lines. All buildings, fences, walls and other structures erected and all additions or alterations made shall conform to the construction standards specified by all governmental codes and regulations then in force. Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board.

7. LIABILITY. The Board, its officers, members, employees and agents shall not be responsible or liable to anyone in any way for any defect in any plans or specifications submitted, approved or revised in accordance with these restrictive covenants, nor for any structural or other defects in any work done according to such plans and specifications. The scope of review of the plans and specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards or any other similar factor.

8. OPEN SPACE. The number of square feet of open space, exclusive of building, parking lot and drives, shall be at least thirty (30%) percent of the square footage of a building site.

9. CARE AND APPEARANCE OF PREMISES. All buildings, fences, walls, other structures, parking lots, drives and the open space on each building site shall be maintained in a manner consistent with the maintained shared green space area (common areas). If the owner of a building site fails to maintain the open space in this neat and attractive manner, the Board may, at its option, after giving the owner of a building site ten (10) days written notice, by registered or certified mail, sent to its last known address, have the grass, weeds and vegetation cut when, and as often as, the same is necessary in its judgment and have the dead vegetation removed from the building site. Said cutting and removal shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expenses incurred as a result of said cutting and removal, plus an additional sum of fifteen (15%) percent of that amount for administrative costs. If the owner of a building site fails to maintain the exterior of any building, fence, wall or other structure in a neat and attractive manner, the Board may, at its option, after giving the owner of the building site three (3) months written notice, by registered or certified mail, sent to its last known address, do the following:

(a) Make repairs and improve the appearance in a reasonable manner, which shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expense incurred as a result of the repairs and improvements, plus fifteen (15%) percent of that amount for administrative costs, together with ten (10%) percent per annum on the total amount due the Board from the time the work is completed, or

(b) Institute legal proceedings in the District Court of the Parish of Lafayette, Louisiana, to seek a Judgment ordering the owner of the building site to make such repairs and improvements as are necessary for the buildings, fences, walls or other structures to have a neat and attractive appearance.

In order to secure the reimbursement, the Board shall have a lien upon such building site and improvement situated thereon enforce-

able as herein provided. Upon performing the work, the Board shall be entitled to file in the Office of the Clerk of Court for the Parish of Lafayette, Louisiana, a notice of its claim of lien by virtue of this contract with the owner of the building site. Said notice shall state the cost of said work, including administrative costs and interest, if any, and shall contain a description of the property against which the enforcement of the lien is sought. The lien shall date from the date that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until the notice of the claim of lien is filed as hereinabove set forth. The lien shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be enforced by foreclosure in court in the same manner as mortgages.

10. PARKING AND LOADING. No parking shall be permitted on any public street or open space. It shall be the responsibility of the owner of a building site to provide such hard surfaced, off-street parking within its property boundaries at a ratio of no less than two (2) parking spaces per three (3) employees. No loading dock or overhead door shall front or face a public street.

11. WASTE DISPOSAL. Trash, garbage and other waste shall be kept in clean and sanitary containers. All such containers and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any public street.

12. SEWERAGE. No individual sewerage disposal system will be permitted on any building site. Each owner of a building site shall use the sewerage system provided for the Center; however, if the waste from any individual building site is such as to cause damage to the sewer system or sewerage treatment plant or negatively impact on the treatment process, and by reason thereof the City of Lafayette, Louisiana, refuses to allow its admission to the sewer system, then such waste is to be pre-treated at the

cost of the owner of the building site to permit its admission to the sewer system.

13. SIGNS. All signs shall conform to the standards set by the Board as to the design, specifications and location which are as follows:

(a) Free-Standing Signs: One (1) exterior free-standing sign shall be permitted on the building site at 90° to the street right-of-way and set back 20 ft. from front property line and no less than 25 ft. from side property line. Dimensions shall be between 8" and 18" thick, x 4 ft. high x 8 ft. or 12 ft. long. The sign shall be mounted on a solid base set in 1½" from the faces on four sides. Top of sign shall be at 5 ft. above grade. Foundation shall be designed so as to withstand overturning and the weight of materials. Acceptable sign materials include brick, textured concrete block, dark bronze sheet metals and precast concrete; match building materials where possible. Interior illumination is limited to lettering only. Exterior lighting is permitted with ground-level fixtures only. Surface-mounted metal letters are preferred; minimum height 3". Neon or intermittent lighting is not permitted. Sign shall advertise only the name and type of business.

(b) Wall Signs: One (1) exterior sign shall be permitted flush mounted on the front elevation of the main building and one (1) additional sign on one (1) side elevation provided the sign face does not exceed 20 sq. ft. No projecting sign shall be allowed; i.e., extending perpendicular to the building. Maximum sign depth shall be 14". See "Free-Standing Signs" for illumination and lettering requirements. Address: surface-mounted numerals indicating the municipal numbers as required by Fire Department are permitted.

(c) Directional Signs: Miscellaneous informational signs shall be limited to maximum area of 4 sq. ft. and manufactured of vandal-resistant metal or painted wood mounted in open areas at a maximum height of 4 ft. above grade. See "Free-Standing Signs" for illumination restrictions.

(d) General: All signs shall comply with City of Lafayette, Louisiana, Zoning, Signage Requirements and all applicable Building Codes.

No signs shall be constructed until a scale drawing, construction plans and specifications and the site plan showing the location of such signs have been submitted to and approved by the Board, which said approval shall be within the sole discretion of the Board, notwithstanding the fact that said signs may conform with the design, specifications and location hereinabove set forth.

14. STORAGE. Outside exposed storage of any materials, supplies or products shall not be permitted.

15. PERFORMANCE STANDARDS. A building site or any part thereof or any building, fence, wall or other structure erected thereon or to be erected thereon shall not be used for any purpose or in any manner which shall be a nuisance to the owner of any other building site by reason of the emission or creation of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste or otherwise.

16. BUILDING SET-BACK. All buildings and other structures must be set back a minimum of fifty (50) feet from the right-of-way line of any dedicated street in the Center. On a corner building site, all buildings and other structures must be set back a minimum of fifty (50) feet from the street-side side property line. All buildings and other structures must be set back a minimum of fifteen (15) feet from any other side property line. No fence or wall shall be erected nearer to the right-of-way line of a public street in the Center than the building set-back line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right-of-way line of a public street in the Center than the building set-back line.

17. EASEMENTS. Instruments creating easements for the installation and maintenance of public utilities are on file in the Office of the Clerk of Court for the Parish of Lafayette, Louisiana.

18. ASSESSMENTS. The Board shall have the right to periodically, but not more often than quarterly, as the Board sees fit, assess and collect from each owner of a building site pro-rated on a square foot basis an assessment to maintain, preserve and beautify the two areas identified as "Shared Green Space" on the plat of survey of Northpark High Technology Industrial Park attached hereto and made a part hereof. Assessments shall be based on the actual costs of mowing, landscape maintenance and utilities (water and electricity) necessary for the maintenance, preservation and beautification of the said two areas. Any assessment not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such assessment,

assessed against any building site, plus interest on such assessment, at such lawful rate as the Board may designate from time to time, and the cost of collecting same, including reasonable attorney's fees, shall be a lien upon such building site and improvements thereon. Said lien shall be perfected and may be enforced as the lien provided for in Paragraph No. 9 above.

19. SEVERABILITY. Every one of the restrictive covenants contained herein is independent of and severable from the rest of the restrictive covenants and from every combination of the provisions thereof. Invalidation by any court of any restrictive covenant shall in no way affect any of the provisions of the other restrictive covenants, which shall remain in full force and effect. The failure to enforce any of the restrictive covenants at the time of its violation shall in no way affect any other restrictive covenant nor be deemed a waiver of the right to enforce the same thereafter.

CLERK OF COURT
LAFAYETTE, LA
FILED AND RECORDED

98-051538

AMENDED ENTRY 11

~~DANIEL H. MARK~~ RESTRICTIVE COVENANTS OF
CLERK OF COURT HIGH TECHNOLOGY INDUSTRIAL CENTER
COURT RECORDER

BE IT KNOWN, that on this 26 day of *Sept*, 1998, before me,

the undersigned Notary Public, in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared:

LAFAYETTE ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision situated in the State of Louisiana, having its principal domicile in Lafayette Parish, Louisiana, and being represented herein by *George Cochran*, its duly authorized representative, in accordance with a Resolution of the Board of Commissioners of said Authority (hereinafter referred to as "LEDA")

who declared:

That by instrument recorded under Entry No. 85-22445 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, LEDA imposed certain restrictive covenants on the following described property, to-wit:

1. That certain parcel of ground, with improvements, being situated in Section 13, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, containing 40 acres. Said parcel is more fully described as TRACT I on a plat of survey prepared by Domingue, Szabo & Associates, Inc., dated October 20, 1982, a copy of which is attached to Entry No. 82-30050 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, and made a part hereof by reference thereto. Said parcel being more fully described as follows, to-wit: Commencing at the point where the southerly right of way line of Point Des Mouton road intersects with the westerly right of way line of Fairlane Drive; thence North 81°28'53" West along the southerly right of way line of Pont Des Mouton Road a distance of 378.23 feet to a point on the centerline of Dan Debaillon Coulee, the point of beginning; thence, proceed South 45°30'06" East along the centerline of the said coulee a distance of 144.52 feet; thence South 29°54'04" East along the coulee centerline a distance of 208.14 feet; thence South 04°34'20" West along the coulee centerline a distance of 428.76 feet; thence South 18°06'17" East along the coulee centerline a distance of 155.45 feet; thence South 35°07'42" East along the coulee centerline a distance of 360.37 feet; thence South 30°19'16" East along the centerline of the coulee a distance of 733.51 feet; thence North 82°50'05" West a distance of 124.40 feet; thence North 83°06'15" West a distance of 641.96 feet; thence North 82°54'18" West a distance of 568.17 feet; thence North 10°00'02" West a distance of 1776.33 feet to a point on the southerly right of way line of Pont Des Mouton Road; thence South 81°19'23" East along the said right of way line a distance of 844.06 feet to the point of beginning. Being the same property acquired by Entry No. 82-30050 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana.
2. That certain parcel of ground, with improvements, being situated in Section 13, Township 9 South, Range 4 East, Lafayette Parish, containing 60 acres. Said parcel is more fully described as TRACT II on a plat of surey prepared by Domingue, Szabo & Associates, Inc. dated October 20, 1982, a copy of which is attached to Entry No. 82-30050 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana and made a

part hereof by reference thereto. Said parcel being more fully described as follows, to-wit: Commencing at the point where the southerly right of way line of Pont Des Mouton Road intersects with the westerly right of way line of Fairlane Drive; thence North $81^{\circ}28'53''$ West along the southerly right of way line of Pont Des Mouton Road a distance of 378.23 feet; thence North $81^{\circ}19'23''$ West continuing along the said Road right of way line a distance of 844.06 feet to a point, the point of beginning; thence South $10^{\circ}00'02''$ East a distance of 1,776.33 feet; thence North $82^{\circ}54'18''$ West a distance of 35.19 feet; thence North $82^{\circ}53'32''$ West a distance of 1,086.53 feet; thence North $82^{\circ}53'32''$ West a distance of 666.50 feet; thence North $07^{\circ}06'28''$ East a distance of 1,730.38 feet; thence South $81^{\circ}29'43''$ East a distance of 676.43 feet; thence South $81^{\circ}19'23''$ East a distance of 589.65 feet to the point of beginning. Being the same property acquired by Entry No. 83-3548 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

That pursuant to the said Restrictive Covenants, the Board of Commissioners of Lafayette Economic Development Authority (the "Board") may change, alter, amend or terminate in whole or in part at any time and from time to time the said restrictive covenants.

That LEDA does hereby amend Restrictive Covenant No. 6 to read as follows:

6. **DESIGN, CONTROL AND MAINTENANCE.** *No building, fence, wall or other structure shall be commenced, erected or maintained on a building site and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by Board as to the quality of materials and workmanship, as to the harmony of the external design with the character of the Park and with existing structures, and as to the location with respect to topography, finished grade elevation, side lot lines, front lot lines and rear lot lines. Unless waived by the Board, the entire exterior surface of any building or structure erected on a building site, facing a public road, shall not be metal nor wood. All buildings, fences, walls and other structures erected and all additions or alterations made shall conform to the construction standards specified by all governmental codes and regulations then in force. Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by Board. Any change, alteration or modification to the exterior appearance of any*

building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board.

That except as amended herein, all of the restrictive covenants contained in Entry No. 85-22445 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana shall remain in full force and effect.

THUS DONE AND SIGNED in the Parish of Lafayette, State of Louisiana, on the day and date first above written in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

LAFAYETTE ECONOMIC
DEVELOPMENT AUTHORITY

Robert M. Hall

BY: Sandra McQuay
AUTHORIZED REPRESENTATIVE

John Dyon

[Signature]
NOTARY PUBLIC

100805

FILE NO.

0-015234

CLERK OF COURT

LAFAYETTE, LA.

AMENDMENT TO RESTRICTIVE COVENANTS OF

NORTH PARK HIGH TECHNOLOGY INDUSTRIAL CENTER

2000 APR 26 AM 8:37

BE IT KNOWN, that on this 25 day of April, 2000, before me, the undersigned Notary Public, LOUIS J. PERRET, CLERK OF COURT for the Parish and State, duly commissioned and qualified as such, personally came and appeared:

LAFAYETTE ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision situated in the State of Louisiana, having its principal domicile in Lafayette Parish, Louisiana, and being represented herein by Kenneth D. Varon, its duly authorized representative, in accordance with a Resolution of the Board of Commissioners of said Authority, a certified copy of which is attached hereto and made a part hereof (hereinafter referred to as "LEDA")

who declared:

That by Act recorded under Entry No. 85-22445 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, LEDA established certain Restrictive Covenants for Northpark High Technology Industrial Center.

That by Act recorded under Entry No. 87-11470 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, LEDA amended Restrictive Covenant No. 13(a) contained in the instrument recorded under Entry No. 85-22445 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

That by Act recorded under Entry No. 98-51538 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, LEDA amended Restrictive Covenant No. 6 contained in the instrument recorded under Entry No. 85-22445 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

That pursuant to the said restrictive covenants, the Board of Commissioners of Lafayette Economic Development Authority (the "Board") may change, alter, amend or terminate in whole or in part at any time and from time to time the said restrictive covenants.

That LEDA does hereby amend Restrictive Covenant No. 13 and any previous amendments thereto so that said Restrictive Covenant No. 13 shall henceforth read as follows:

13. SIGNS. No sign shall be constructed until a scaled drawing, construction plans and specifications and the site plans showing the location of such sign have been submitted to and approved by the Park Development Committee, which said approval shall be within the sole discretion of the Park Development Committee.

The Park Development Committee may, at its option, designate the Chairman of the Park Development Committee and/or the President and Chief Executive Officer of LEDA to approve said scaled drawing, construction plans and specifications and the site plan showing the location of such sign.

Except as amended herein, all of the Restrictive Covenants affecting Northpark High Technology Industrial Center of record in the Clerk of Court's Office for the Parish of Lafayette, Louisiana shall remain in full force and effect.

THUS DONE AND SIGNED in the Parish of Lafayette, State of Louisiana, on the day and date first above written in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

LAFAYETTE ECONOMIC
DEVELOPMENT AUTHORITY

Mattie Cook

BY: Kenneth O'Brien
AUTHORIZED REPRESENTATIVE

Rob Simon

[Signature]
NOTARY PUBLIC

154693

**EXCERPT FROM MINUTES OF REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF
LAFAYETTE ECONOMIC DEVELOPMENT AUTHORITY**

At a regular meeting of the Board of Commissioners of Lafayette Economic Development Authority held at the registered office of the Authority on the 24th day of April, 2000, with a sufficient number of Commissioners being present to constitute a quorum, the following resolutions were introduced, seconded and unanimously carried:

BE IT RESOLVED by the Board of Commissioners of Lafayette Economic Development Authority (the "Authority") that the Authority desires to execute a Fifth Amendment to Act of Dedication and Restrictive Covenants of LEDA Industrial Park in order to amend Restrictive Covenant No. 13 by removing the signage specifications and authorizing the Park Development Committee and/or its designee to approve all signage.

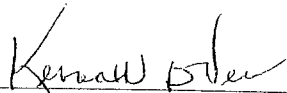
BE IT FURTHER RESOLVED by the Board of Commissioners of the Authority that the Authority desires to execute a Third Amendment to Restrictive Covenants of Interstate Industrial Park in order to amend Restrictive Covenant No. 13 by removing the signage specifications and authorizing the Park Development Committee and/or its designee to approve all signage.

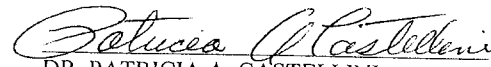
BE IT FURTHER RESOLVED by the Board of Commissioners of the Authority that the Authority desires to execute an Amendment to the Restrictive Covenants of Northpark High Technology Industrial Center in order to amend Restrictive Covenant No. 13 by removing the signage specifications and authorizing the Park Development Committee and/or its designee to approve all signage.

BE IT FURTHER RESOLVED by the Board of Commissioners of the Authority that either Kenneth D. Veron, Chairman of the Board of Commissioners of the Authority, or Gregg Gothreaux, President and Chief Executive Officer of the Authority, or Charles A. Nuzum, Jr., Vice Chairman of the Board of Commissioners of the Authority, or Jerome N. LaBerteaux, Treasurer of the Board of Commissioners of the Authority, be and any one of them is hereby authorized, empowered and directed to execute the amendments referred to above making said changes for and on behalf of the Authority, which amendments shall contain such provisions and conditions as he, in his sole and uncontrolled discretion, deems necessary and proper.

BE IT FURTHER RESOLVED by the Board of Commissioners of the Authority that either Kenneth D. Veron, Chairman of the Board of Commissioners of the Authority, or Gregg Gothreaux, President and Chief Executive Officer of the Authority, or Charles A. Nuzum, Jr., Vice Chairman of the Board of Commissioners of the Authority, or Jerome N. LaBerteaux, Treasurer of the Board of Commissioners of the Authority, be and any one of them is hereby authorized, empowered and directed to execute for and on behalf of the Authority any and all other instruments and documents which he, in his sole and uncontrolled discretion, deems necessary and proper and to do any and all other things which he, in his sole and uncontrolled discretion, deems necessary and proper to accomplish the intent and purpose of this mandate.

There being no further business to come before the meeting, on motion duly made, seconded and unanimously carried, the meeting adjourned.



KENNETH D. VERON, CHAIRMAN


DR. PATRICIA A. CASTELLINI,
SECRETARY

VERIFICATION

I, Dr. Patricia A. Castellini, Secretary of Lafayette Economic Development Authority, do hereby certify that I am the duly elected Secretary and that Kenneth D. Veron is the duly elected Chairman and that the above and foregoing is a true and correct copy of the resolution of the Board of Commissioners of Lafayette Economic Development Authority adopted at a regular meeting held on the 24th day of April, 2000, with a sufficient number of Commissioners being present to constitute a quorum and that the same has been compared by me with the original Minutes and found to be true and correct and that the resolutions are still in full force and effect.

Signed at Lafayette, Louisiana, this 24th day of April, 2000.


DR. PATRICIA A. CASTELLINI,
SECRETARY

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