

STATE OF TEXAS           §  
  §           LESSOR'S APPROVAL OF ASSIGNMENT  
COUNTY OF EL PASO   §

**WHEREAS**, the City of El Paso ("Lessor"), and Butterfield 15 LK L.L.C., a Texas limited liability company ("Assignor") are parties to the Butterfield Trail Industrial Park Lease dated April 2, 2019 ("Lease"), for the following described property:

All of Lots 7, 8, 9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Premises").

**WHEREAS**, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Sealy Leigh Fisher Blvd II, L.L.C., a Georgia limited liability company ("Assignee").

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.    **CONSENT TO ASSIGNMENT.**

Assignor and Assignee each hereby warrants and represents to Lessor that Assignor has assigned and Assignee has assumed all of Assignor's right, title, interest, and obligations in and to the Lease ("Assignment and Assumption"). To the extent such Assignment and Assumption has not occurred, Assignor hereby assigns and Assignee hereby assumes all of Assignor's right, title, interest, and obligations in and to the Lease.

In reliance on the foregoing, Lessor hereby approves the Assignment and Assumption.

Notwithstanding the foregoing, Assignor and Assigner have executed and delivered this instrument to Lessor with the understanding that the same will only be effective to assign Assignor's interest in the Lease to Assignee as of the date of closing and funding of such transaction, but not otherwise. Unless and until such closing occurs, both Assignor and Assignee each reserve the right to terminate this instrument by providing written notice to Lessor. If either party delivers such termination notice, this instrument will be of no further effect, Assignor and Lessor will retain all of their respective rights and liabilities under the Lease and Assignee will have no interest therein. Assignee shall provide Lessor written notice of the effective date of the closing of the purchase and sale transaction described in Section 9 below within thirty (30) days after the date of such closing.

2.    **PROOF OF INSURANCE.** Assignee shall provide a certificate of insurance to evidence compliance with the insurance requirements of the Lease prior to taking possession of the

Premises and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities, and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease, and Assignee shall, as of the effective date of the assignment, enjoy all rights and privileges and be responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
5. **ADDRESS FOR NOTICE.** Notices to Assignee notice address under the lease is:

**ASSIGNEE:** Sealy Leigh Fisher Blvd II, L.L.C.  
Corporation Service Company,  
Attn: Mark P. Sealy, Manager  
211 E 7th Street, Suite 620  
Austin, Texas 78701

6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
7. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
8. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the later of the following dates: (i) the date this document is approved by the El Paso City Council and (ii) the effective date of closing of the purchase and sale transaction for the leasehold estate by and between Assignor and Assignee.
9. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*(Signatures begin on the following page)*





**ASSIGNOR: BUTTERFIELD 15 LK, LLC**

By: Alan Kennedy  
Print Name: Alan Kennedy  
Title: Manager

**ASSIGNOR'S ACKNOWLEDGEMENT**

THE STATE OF NY )  
COUNTY OF NY )

This instrument was acknowledged before me on this 13 day of March, 2025, by Alan Kennedy, Manager, of Butterfield 15 LK LLC, a Texas limited liability company, on behalf of said company.

My Commission Expires:

04/28/2027

Cesar Hernandez  
Notary Public, State of NY

CESAR HERNANDEZ  
Notary Public - State of New York  
No. 0111E0006727  
Qualified in New York County  
My Commission Expires 04/28/2027

***(Signatures continue on the following page)***

## EXHIBIT "A"

### PROPERTY DESCRIPTION 627,388 SQUARE FEET OR 14.403 ACRES

Being the description of all of Lots 7, 8, 9 and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a City Monument of the centerline intersection of Leigh Fisher Boulevard (120.00 feet wide) and Leigh Fisher Boulevard (90.00 feet wide);

THENCE, along the centerline of said Leigh Fisher Boulevard (120.00 feet wide), South 53°07'11" West, a distance of 591.94 feet to a point;

THENCE, leaving said centerline, North 36°52'29" West, a distance of 60.00 feet to a point in the northerly right-of-way line of said Leigh Fisher Boulevard and south line of Lot 7, Block 8, said point being the POINT OF BEGINNING for the herein described tract;

THENCE, along the north right-of-way line of said Leigh Fisher Boulevard, in a curve to the right, (Delta Angle = 28°13'47", Radius = 972.16 feet, Chord = South 67°14'04" West, 474.15 feet) a distance of 478.99 feet to the southwest corner of said Lot 7;

THENCE, leaving said right-of-way line, and along the easterly line of a 30 foot wide railroad right-of-way, North 02°12'07" East, a distance of 750.80 feet to the northwest corner of Lot 9;

THENCE, along the north line of said Lot 9, South 87°47'53" East, a distance of 15.00 feet to the southwest corner of Lot 10;

THENCE, along the west line of said Lot 10, and east line of a 45 foot wide railroad right-of-way, North 02°12'07" East, a distance of 497.50 feet to the northwest corner of Lot 10;

THENCE, along the north line of said Lot 10, the following three courses:

South 87°47'53" East, a distance of 20.00 feet to a point;

South 02°12'07" West, a distance of 142.50 feet to a point;

South 87°47'53" East, a distance of 424.47 feet to the northeast corner of Lot 10 in the westerly right-of-way line of said Leigh Fisher Boulevard (90.00 feet wide);

THENCE, along the westerly right-of-way line of said Leigh Fisher Boulevard the following three courses:

Along the arc of a curve to the left (Delta Angle = 20°24'12", Radius = 749.37 feet, Chord = South 26°40'43" East, 265.45 feet) a distance of 266.86 feet to a point;

South 36°52'49" East, a distance of 388.09 feet to the beginning of a curve to the right;

Along the arc of said curve (Delta Angle = 90°00'00", Radius = 35.00 feet, Chord = South 08°07'11" West, 49.50 feet) a distance of 54.98 feet to a point;

THENCE, along the northerly right-of-way line of said Leigh Fisher Boulevard (120.00 feet wide), South 53°07'11" West, a distance of 311.94 feet to the POINT OF BEGINNING and containing 627,388 square feet or 14.403 acres of land.

Prepared By:  
FAUGHT & ASSOCIATES INC.  
El Paso, Texas  
August 29, 1985  
Job No. 5010-52



