APPROVED _____ by the City Council of the City of Coweta, Oklahoma

Mayor

Attest: City Clerk

Line Table

No.	Bearing	Distance
L1	N 89°58'19"E	59.44
L2	N 89°58'19"E	59.38

Curve Table

No.	Delta	Radius	Length
C1	30°01'41"	260.00	136.26
C2	30°01'41"	340.00	178.19

Planned Unit Development No. 8

Panda Oneta Plant

An Addition to the City of Coweta, Being a Subdivision
of a part of the NE/4 of Section 27, T-18-N, R-15-E,
of the Indian Meridian, Wagoner County, State of Oklahoma

SURVEYOR:
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
8209 East 63rd Place South
Tulsa, Oklahoma 74133
Phone: (918) 252-9621

OWNERS:
Panda Oneta Power, L.P.
a Delaware limited partnership
4100 Spring Valley Road, Suite 1001
Dallas, Texas 75244
Phone: (972) 980-7159
And
Mr. and Mrs. Joe and Lela D. LeMarr,
husband and wife
10510 South 257th East Avenue
Broken Arrow, Oklahoma 74104
Phone: (918) 486-5682

Legend

B/L = Building Line
= Mutual Access Easement
= Right-of-Way Dedicated by This Plat

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8"x18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all lot corners after completion of improvements, unless noted otherwise.

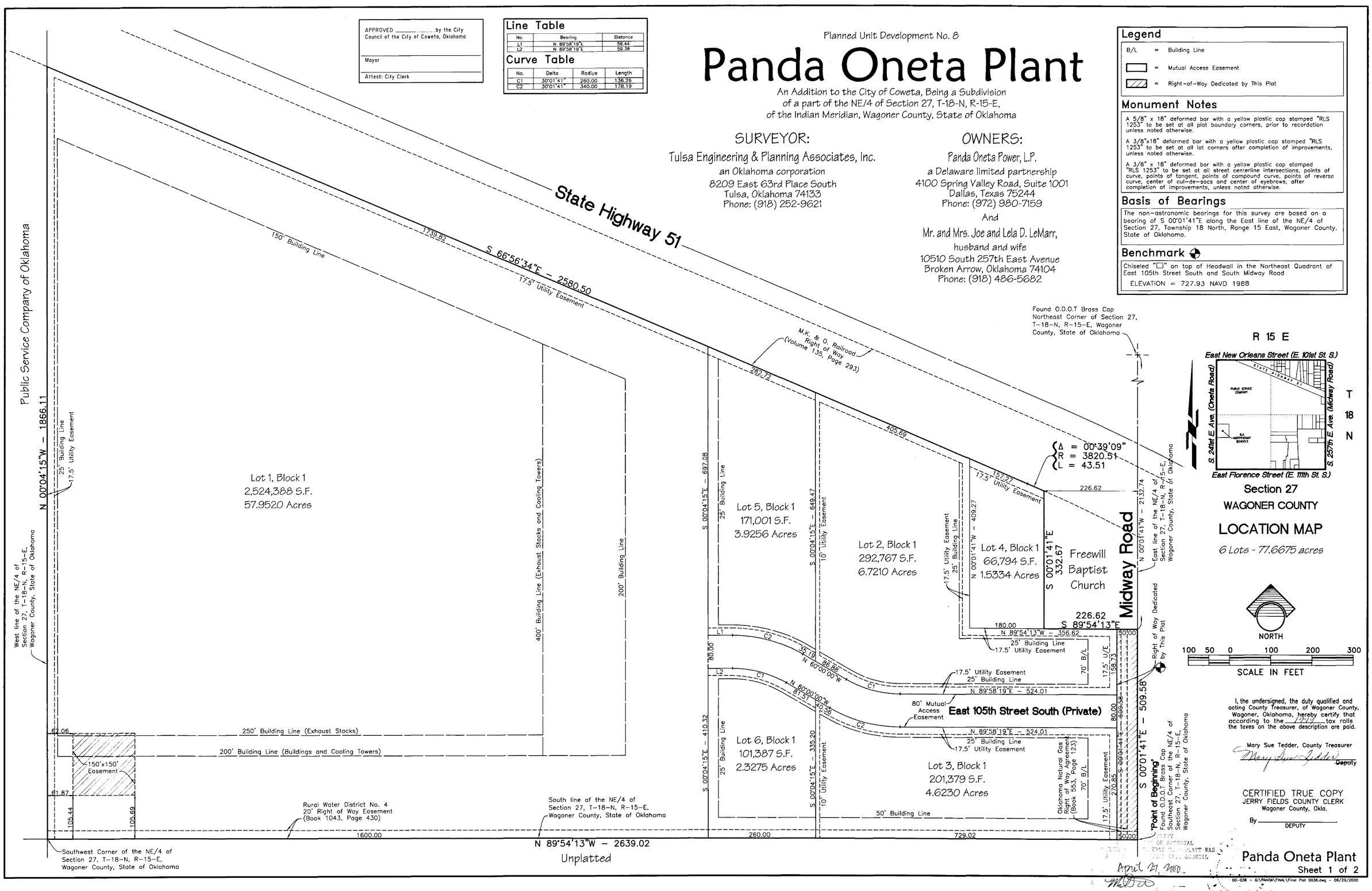
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this survey are based on a bearing of S 00°01'41"E along the East line of the NE/4 of Section 27, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma.

Benchmark

Chiseled "□" on top of Headwall in the Northeast Quadrant of East 105th Street South and South Midway Road
ELEVATION = 727.93 NAVD 1988



I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1999 tax rolls the taxes on the above description are paid.

Mary Sue Tedder, County Treasurer
Mary Sue Tedder Deputy

CERTIFIED TRUE COPY
JERRY FIELDS COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY

April 27, 2000

Panda Oneta Plant
Sheet 1 of 2

00-036 – G:\PANDA\FINAL\Final Plat 0036.dwg – 06/29/2000

PANDA ONETA PLANT
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Panda Oneta Power, L.P., a Delaware limited partnership and Joe & Lela D. LeMarr, Husband and Wife, hereinafter referred to collectively as the "Owners", are the owners of the following described real estate situated in the City of Coweta, Wagoner County, State of Oklahoma, to wit:

A tract of land located in the NE/4 of Section 27, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the Southeast corner of the NE/4 of Section 27;

Thence N 89°54'13" W along the Southerly line of the NE/4 of Section 27 a distance of 2639.02 feet to the Southwest corner of the NE/4 of Section 27;

Thence N 00°04'15" W along the Westerly line of the NE/4 of Section 27 a distance of 1866.11 feet to the Southerly Right of Way of the M. K. & T. Railroad;

Thence S 66°56'34" E along the Southerly Right of Way of the M. K. & T. Railroad a distance of 2580.50 feet to a tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 00°39'09", a radius of 3820.51 feet line and an arc length of 43.51 feet to a point that is 226.62 feet measured perpendicularly from the Easterly of the NE/4 of Section 27;

Thence S 00°01'41" E along a line that is 226.62 feet measured perpendicularly from the Easterly line of the NE/4 of Section 27 a distance of 332.67 feet to a point that is 509.58 feet measured perpendicularly from the Southerly line of the NE/4 of Section 27;

Thence S 89°54'13" E along a line that is 509.58 feet measured perpendicularly from the Southerly line of the NE/4 of Section 27 a distance of 226.62 feet to the Easterly line of the NE/4 of Section 27;

Thence S 00°01'41" E along the Easterly line of the NE/4 of Section 27 a distance of 509.58 feet to the Southeast corner of the NE/4 of Section 27, the "Point of Beginning"

Said tract contains 3,383,195 square feet or 77.6675 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°01'41" W along the East line of the NE/4 of Section 27, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

and has caused the above described lands to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "Panda Oneta Plant", a Subdivision in the City of Coweta, Wagoner County, Oklahoma.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owners do hereby dedicate for public use the street depicted on the accompanying plat as "Midway Road" and do further hereby dedicate for public use the utility easements as depicted on the accompanying plat as "U/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owners hereby reserve the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owners herein impose a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Coweta, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping that do not constitute an obstruction.

B. Underground Service

1. Street light poles or standards may be served by overhead line or underground cable at the perimeter. Elsewhere throughout the subdivision all supply lines shall be located underground in the easement ways dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.

2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

3. Rural Water District #4 and the City of Broken Arrow, Oklahoma, or its successors or other supplier of service, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. Rural Water District #4 and the City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

5. The foregoing covenants set forth in this paragraph C shall be enforceable by Rural Water District #4 and the City of Broken Arrow, Oklahoma, or its successors or other supplier of service, and the owner of the lot agrees to be bound hereby.

D. Gas Service

1. The supplier of gas service through its agents and employees shall at all times have right of access to all easementways shown on said plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground facilities installed by the supplier of gas service.

2. The owner of the lot shall be responsible for the protection of the underground gas facilities located on his lot, and shall prevent the alteration of grade or any construction activity which would interfere with the gas facilities. The supplier of gas service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or his agents or contractors.

3. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

E. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and by the City of Coweta, Oklahoma.

F. Paving and Landscaping Within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the restricted water line, sewer line or utility easement areas depicted upon the accompanying plat, provided however, the City of Coweta, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Panda Oneta Plant was submitted as a planned unit development (designated as PUD No. 8) pursuant to Sections 1500-1590 of Title 12 Coweta Revised Ordinances (Coweta Zoning Code) and,

Whereas, PUD No. 8 was affirmatively recommended by the Coweta Planning Commission on June 28, 1999 and approved by the Council of the City of Coweta, Oklahoma, on July 6, 1999, with the planned unit development implementing Ordinance No. 527 being published on July 14, 1999 and,

Whereas PUD No. 8 was amended by application designated as Minor Amendment PUD No. 8-1, affirmative recommended by the Coweta Planning Commission on April 24,2000 and approved by the Council of the City of Coweta, Oklahoma, on April 27, 2000 .

Whereas, the Planned Unit Development provisions of the Coweta Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Coweta, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development and,

Whereas, the Owners desire to establish restrictions for the purpose of providing for an orderly development and to assure adequate restrictions for the mutual benefit of the Owners, their successors and assigns, and the City of Coweta, Oklahoma.

THEREFORE, the Owners do hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owners, their successors and assigns, and shall be enforceable as hereinafter set forth:

A. Use of Land

1. The development of Panda Oneta Plant shall be subject to the Planned Unit Development provisions of the City of Coweta Zoning Code, as such provisions existed on July 6, 1999, or as may be subsequently amended.

2. The use of the Lot 1, Block 1 shall be limited to an electric generation facility fired by natural gas and accessory uses customarily incidental thereto.

3. The use of Lot 2, Lot 3, Lot 5 and Lot 6, Block 1 shall be limited to the uses permitted by right within an IL Light Industrial District and accessory uses customarily incidental thereto, provided however, during the construction of the electric generation facility (within Lot 1), Lots 2, 3, 5 and 6 may be used as a temporary construction laydown site for the electric generation facility.

4. The use of Lot 4, Block 1 shall be limited to community facilities, including but not limited to church use.

B. Development Standards Lot 1, Block 1

Lot 1, Block1, shall be subject to the following development standards:

1. Land Coverage

The maximum land coverage of buildings, parking areas and electric generation facilities, excluding the principal access road, shall not exceed 35 acres.

2. Building Setbacks

a. No building or electric generation structure shall be erected nearer to a lot boundary line than the least restrictive setback lines depicted on the accompanying plat, provided however:

(i) exhaust stacks shall be setback from the south boundary a distance of not less than 250 feet;

(ii) electric generation equipment areas shall be setback from the east boundary a distance of not less than 400 feet;

(iii) one instrumentation building, not exceeding 500 square feet of floor area and related piping yard shall not be subject to the south boundary setback lines if located within 275 feet of the west boundary of the lot and having a pad elevation below natural grade and not visible from the south boundary of the lot

(iv) parking, warehousing and administration buildings may be located within 200 feet of the east boundary.

b. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

3. Maximum Structure Height

Exhaust stacks shall not exceed 175 feet in height and other structures shall not exceed 115 feet in height.

4. Other Bulk and Area Requirements

Except as above set forth buildings and other improvements shall comply with the bulk and area requirements of an IL District as set forth within the Coweta Zoning Code.

5. Off-Street Parking Requirements

Off-street parking spaces shall be provided as required for the applicable use unit as set forth within the Coweta Zoning Code.

6. Access Limitation

During the initial construction of the electric generation plant, construction access shall be prohibited to and from Midway Road and a rail spur shall be utilized for heavy equipment transport.

7. Operational Capacity Limitations

Electric generating combustion turbine units shall not exceed 4 in number, heat recovery steam generators shall not exceed 4 in number and electric generating steam turbines shall not exceed 4 in number.

8. Landscaping and Screening

a. The landscaped open area (native or improved) shall not be less than 25% of the net lot area.

b. The electric generation facility shall be screened from the south boundary by berming and landscaping. Berming and/or other grade alterations shall be constructed to provide an intervening finished grade elevation between the south boundary of the lot and the south boundary of the equipment area that is not less than 20 feet above the finished grade of the equipment area measured perpendicularly from each point along the south boundary of the lot. A staggered double row of evergreen trees shall be planted and maintained along the higher elevations of the area extending from the south boundary of the equipment area to the south boundary of the lot. This staggered double row of evergreen trees will be required along the berm or graded area from the west property line to the tree stand along the creek in the eastern portion of the development area.

c. A detailed landscaped plan shall be submitted to and approved by the Coweta Planning Commission within 60 days subsequent to the commencement of construction. Construction of the required berming/grade elevations along the south boundary shall be commenced within 120 days subsequent to commencement of construction of the electric generation facility and shall be completed within one year thereafter. Required landscaping shall be completed prior to commercial operation of the electric generation facility.

C. Development Standards Lots 2, 3, 4, 5 and 6, Block 1

Lots 2, 3, 4, 5 and 6, Block1, shall be subject to the following development standards:

1. Maximum Floor Area Ratio

The maximum ratio of floor area of buildings to net lot area shall not exceed 0.5.

2. Building Setbacks

a. No building shall be erected nearer to a lot boundary line than the setback lines depicted on the accompanying plat.

b. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

3. Maximum Structure Height

No building shall exceed two stories or 50 feet in height and buildings located within 200 feet of the south or east boundaries of the subdivision shall not exceed one story or 25 feet in height.

4. Adjustment of Lot Boundaries

A lot may be further subdivided or lot split, but no resulting lot shall contain less than 15,000 square feet of land area. Lot boundaries may be adjusted by approved lot split (with accompanying tie provision) and the recording of a declaration executed by the owners of the affected lots that the resulting ownership boundaries shall thereafter be deemed the "Lot" boundaries for the purposes of application of the bulk and area and other development standards.

5. Other Bulk and Area Requirements

Except as above set forth buildings and other improvements shall comply with the bulk and area requirements of an IL District as set forth within the Coweta Zoning Code.

6. Off-Street Parking Requirements

Off-street parking spaces shall be provided as required for the applicable use unit as set forth within the Coweta Zoning Code.

7. Masonry Requirement

Within 300 feet of the right of way of Highway 51 and Midway Road, not less than 50% of the exterior surface of building walls fronting Highway 51 or Midway Road shall be masonry veneer.*

*One (1) structure to be used as a temporary warehousing facility during power plant construction shall be allowed on Lot 2 Block 1 not being subject to the surfacing requirement. This structure shall be come the property of the City of Coweta at the completion of plant construction and shall become subject to the surfacing requirement at that time.

8. Landscaping and Screening

a. The landscaped open area of each lot shall not be less than 5% of the net lot area.

b. Along each boundary of a lot abutting a residential or agricultural district, a six foot screening shall be constructed and maintained.

c. Along the Midway Road frontage of a lot, a landscaped area of not less than 10 feet in width shall be established. Prior to the issuance of a building permit within Lot 2, 3, 5, or 6, Block 1, a detailed landscape plan of the required Midway Road frontage landscaped area shall be submitted to and approved by the Coweta Planning Commission.

d. Prior to the issuance of a building permit within a lot, a detailed landscape plan of the lot shall be submitted to and approved by the Coweta Planning Commission.

e. Landscaping within a lot shall be completed, in accordance with the approved landscape plan, prior to the occupancy of any building located within the lot.

9. Enclosure Requirement

Within 300 feet of an abutting residential district, all industrial uses shall be conducted within enclosed buildings, provided however, exterior storage is permitted if screened from public view, and the foregoing requirements shall not apply to temporary construction facilities accessory and incidental to the construction of the electric generation facility to be located within Lot 1, Block 1.

D. Mutual Access Easement and Building Permit Limitations

a. The Owners herein grants and establishes a perpetual non-exclusive mutual access easement for the purposes of permitting vehicular and pedestrian passage to and from Lots 1, 2, 3, 4, 5 and 6, Block 1, to and from Midway Road on over and across the area depicted on the accompanying plat as "Mutual Access Easement".

b. Within Lot 5 and Lot 6, Block 1, no building permit shall issue until the area depicted on the accompanying plat as "Mutual Access Easement" shall have been dedicated as a public street.

E. Dedication of Lot 2, Block 1

The Owners herein dedicate to the City of Coweta, Oklahoma, for public use, Lot 2, Block 1, provided however, the Owners herein reserve a temporary easement to construct and use a warehouse facility for purposes accessory and incidental to the construction of the electric generation facility to be located on Lot 1, Block 1. During the term of the temporary easement herein reserved, the masonry and landscaping requirements set forth in Subsections C (7) and C (8) above shall not be applicable to Lot 1, Block 1. The term of the temporary easement herein reserved shall expire 90 days subsequent to the date the electric generation facility, to be located on Lot 1, Block 1, first becomes operational.

F. Site Plan, Landscaping Plan, and Sign Plan Requirements

Prior to the issuance of a building permit, a detailed site plan for the improvements proposed to be constructed shall be submitted to and approved by the Coweta Planning Commission. Prior to the occupancy of any building, landscaping shall be installed in accordance with the approved landscaping plan and in accordance with an approved phasing schedule. Subsequent to the initial installation, landscaping shall thereafter be maintained and replaced as needed by the owner of the lot in which the required landscaping is located. Prior to the installation of any sign, a detailed plan of the sign or signs proposed to be installed shall be submitted to and approved by the Coweta Planning Commission. The development and use of Panda Oneta Plant shall be in compliance with the approved site plans, landscape plans, and sign plans, or such amendments thereof as may be later approved by the Coweta Planning Commission or its successor.

G. Definitions

In the event of ambiguity of any word or term set forth in Section II., the meaning thereof shall be deemed to be defined as set forth within the City of Coweta Zoning Code as the same existed on July 6, 1999 or as subsequently amended.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owners, their successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Coweta, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Coweta Zoning Code and shall inure to the benefit of the City of Coweta, Oklahoma and the owners of the lots. If the undersigned Owners, or their successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Coweta, or any owner of a Lot to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by an owner of a Lot which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less that thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I. Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Coweta Planning Commission, or its successors and the City of Coweta, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Coweta Planning Commission, or its successors. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: Panda Oneta Power, L.P., a Delaware limited partnership and Joe & Lela D. LeMarr, Husband and Wife, have executed this instrument this 6th day of July, 2000.

"OWNERS":

Panda Oneta Power, L.P., a Delaware limited partnership
by Panda Oneta Power I, LLC
(its General Partner)

By: _____
Garry Hubbard, Senior Vice President

STATE OF TEXAS }
COUNTY OF Dallas } ss.

This instrument was acknowledged before me this 6th day of July, 2000, by Gary Hubbard as Senior Vice President of Panda Oneta Power I, LLC, General Partner of Panda Oneta Power, L.P., a Delaware limited partnership.

_____
Notary Public
My commission expires 3/4/2003

NOTARY PUBLIC R ANNE COPE NOTARY PUBLIC State of Texas Comm. Exp. 08-06-2003

Joe & Lela D. LeMarr,
Husband and Wife

By: _____
Joe LeMarr, Husband
By: _____
Lela D. LeMarr, Wife

STATE OF OKLAHOMA }
COUNTY OF WAGONER } ss.

This instrument was acknowledged before me this 30 day of June, 2000, by Joe & Lela D. LeMarr, Husband and Wife.

_____
Notary Public
My commission expires Oct. 13, 2003

NOTARY PUBLIC Notary Public Oklahoma OFFICIAL SEAL MARY ANN McNEAL Osage County

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering & Planning Associates, Inc., a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Panda Oneta Plant", a subdivision in the City of Coweta, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 7th day of July, 2000.

_____
Jerry W. Ledford
Registered Professional Land Surveyor

REGISTERED LAND SURVEYOR JERRY WAYNE LEDFORD L.S. 1253 OKLAHOMA

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

Before me the undersigned, a notary public in and for said county and state, on this 7 day of July, 2000, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate of Survey and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

_____
MaryAnn McNeal, Notary Public
My commission expires October 13, 2003

NOTARY PUBLIC Notary Public Oklahoma OFFICIAL SEAL MARY ANN McNEAL Osage County

Panda Oneta Plant
Sheet 2 of 2

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