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COURT ORDER

ORDER NO. 2012 1698

DATE: October 9, 2012

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 9th day of October, 2012, on a motion made by John Wiley Price, Commissioner of District #3, and seconded by Maurine Dickey, Commissioner of District #1, the following Order was adopted:

WHEREAS, on September 18, 2012, the Dallas County Commissioners Court was briefed on a request to provide a 90% tax abatement on real property so that Patriot Tower (350 N. St. Paul) in downtown Dallas could be renovated and converted into residential housing; and

WHEREAS, the proposed project would be one of the largest housing projects yet undertaken in downtown, it would help reduce the amount of vacant office space in the area, and it would enhance surrounding property values; and

WHEREAS, the proposed project is consistent with the County's strategic plan which specifically recommends that the County provide targeted tax incentives to generate economic development.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes the provision of a 90%, ten-year tax abatement on real property for the renovation and conversion of Patriot Tower into residential housing, effective no later than January 1, 2015, subject to the project having completed at least 220 units of housing and having increased the County's property tax base by at least $40 million by the effective date.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County Judge is authorized to sign the related tax abatement agreement for this project.

DONE IN OPEN COURT this the 9th day of October, 2012.

Clay Lewis Jenkins
County Judge

Maurine Dickey
Commissioner District #1

Mike Cantrell
Commissioner District #2

John Wiley Price
Commissioner District #3

Dr. Elba Garcia
Commissioner District #4

Recommended by:

TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This Tax Abatement Agreement ("*Agreement*") is made and entered into as of the 9th day of October, 2012, by and between Dallas County, Texas ("*County*"), duly acting by and through its Commissioners Court, and Encore ODC, LP ("*Owner*"), duly acting by and through its authorized officers, for the purposes and considerations stated below:

WITNESSETH:

WHEREAS, the County has adopted a Tax Abatement Policy ("*Policy*"), by the passage of Court Order 2011-742 on the 19th day of April, 2011, that contains the guidelines and criteria used to determine the provision of tax abatement assistance from the County under Chapter 312 of the Texas Tax Code; and

WHEREAS, Owner anticipates undertaking certain economic activity on or about the Property (as hereinafter defined), including, without limitation, renovating and converting the Patriot Tower office building into residential housing, and the County finds that the other terms hereof are consistent with encouraging economic development in accordance with Court Order 2011-742 and all applicable laws; and

WHEREAS, the County finds that the Owner's contemplated use of the Property and the contemplated real property improvements on or about the Property are feasible and practical and will be of significant benefit to the County and its citizens; and

WHEREAS, Court Orders 2011-742 and 2012-1698 authorize the County to enter into this Agreement with Owner.

NOW THEREFORE, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the enhancement of the County's tax base and the creation of residential housing in the downtown Dallas area, and the Owner, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Court Orders 2011-742 and 2012-1698 do hereby contract, covenant, and agree as follows:

AGREEMENT:

SECTION I.
DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

1. "*Economic Activity*" shall mean the following acts undertaken by or on behalf of Owner: (i) the use of the Property primarily for residential housing with some utilization as office space ; (ii) the renovation and conversion of the Property into residential housing; and (iii) the investment of funds associated with the aforementioned uses and improvements to the Property or used in connection with operations on the Property such that at least 225 units of residential housing are produced and located on the Property no later than January 1, 2015.

2. "*Eligible Real Property Value*" shall mean the value, as annually established by Dallas Central Appraisal District ("*DCAD*"), of all Property and Improvements within the Property less the Property's Base Value, as defined herein and as established by DCAD.

3. "*Base Value*" shall mean the appraised value of the respective Property as determined by DCAD as of January 1, 2012.

4. "*Property*" shall mean that parcel of land located at 350 N. St. Paul, Dallas, Texas and more fully described in Exhibit "A", attached hereto and incorporated by reference. The County relies on the attached Exhibit "A", provided by Owner, to be a full, complete and accurate legal description of said parcel, and to the extent that said description might exceed said parcel, it is excluded from any abatement provided for hereunder.

5. "*Improvements*" shall mean those certain improvements constructed on or about the Property that include at least 225 units of residential housing. The Improvements shall be used in connection with the Economic Activity undertaken by Owner.

6. "*Owner*" shall mean and refer to the parties to this Agreement who are the respective owners from time to time of the Property that is subject to tax abatement hereunder or who will be the owner of the Property at the time that the Economic Activity contemplated by this Agreement is initiated and to any Successor Entity.

7. "*Successor Entity*" shall mean (i) any entity which is a successor or assign to Owner by merger, consolidation, assignment or reorganization; or (ii) a purchaser of the Property.

SECTION II.
GENERAL PROVISIONS

1. The County has adopted guidelines and criteria governing tax abatement agreements such that it is authorized to enter into this Agreement.

2. The Property is not located in an improvement project financed by tax increment bonds.

3. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

4. The Property is not owned or leased by any member of the Dallas County Commissioners Court.

5. Owner covenants and agrees that the construction of the Improvements and use of the Property subject to this Agreement will be in accordance with all applicable state and local laws and regulations.

6. During the Tax Abatement Period (hereinafter defined), Owner shall be subject to all County taxation not specifically abated or exempted.

7. Owner shall have the right to protest and/or contest DCAD appraisals of the Property, the Improvements over and above the respective Base Value of the Property and the Improvements, as the case may be, under the procedures in place by the Tax Code of the State of Texas. The Tax Abatement (as hereinafter defined) shall be applied to the amount of taxes finally determined by DCAD to be due as a result of any such protest and/or contest by Owner.

SECTION III.
RATE AND CONDITIONS OF TAX ABATEMENT

1. Owner shall commence receiving the Real Property Tax Abatement (hereinafter defined) upon satisfaction of the conditions set forth in Section III(1)(a)-(c). For purposes of this Agreement, the Real Property Tax Abatement shall be referred to herein as the "*Tax Abatement*". Owner shall receive a ninety percent (90%) abatement of the taxes assessed on the Eligible Real Property Value (the "*Real Property Tax Abatement*") from the County for each qualifying year during the Tax Abatement Period subject to the terms of this Agreement.

(a) No later than January 1, 2015, there are at least 225 residential housing units completed on the Property and the Eligible Real Property Value of the Property is at least $40 million. The completion of said residential housing units shall be evidenced by the submission to the County of either a Certificate of Occupancy from the City of Dallas or a copy of AIA Document 702 that is signed and certified by the project's general contractor.

(b) Owner shall file an annual exemption application (the "*Exemption Application*") form with DCAD for the Tax Abatement that it believes it is eligible to receive under this Agreement.

SECTION IV.
ABATEMENT PERIODS

The Tax Abatement provided under this Agreement is for a period of up to ten (10) years and will begin no later than January 1, 2015 (the "*Tax Abatement Period*"). Owner and the County shall have no further obligations under this Agreement upon expiration of the Tax Abatement Period, except as otherwise provided herein.

SECTION V.
RECORDS AND AUDITS

1. At all times throughout the Tax Abatement Period, the County shall have reasonable access during normal business hours to the Property by County employees (upon one-week prior notice to Owner) for the purpose of inspecting same to ensure that the Property is being used for the required Economic Activity in accordance with the specifications and conditions of

this Agreement; provided that Owner shall have the right to accompany County employees on any such inspection. In no event shall such inspections interfere with Owner's ownership and operation of the Property.

2. The Property at all times during the Tax Abatement Period shall be used in a manner consistent with Court Orders 2011-742 and 2012-1698 and shall be consistent with the general purpose of encouraging economic development within the County.

SECTION VI.
DEFAULT

1. Subject to the cure provisions of this Section VI, a default under this Agreement occurs in the event that the Owner collectively or individually: (i) allows its ad valorem real property taxes owed to the County from the Property associated with this Agreement as well as from other property the Owner may own within the County to become delinquent during the Tax Abatement Period and fails to timely and properly follow the legal procedures for protest and/or contest of any such taxes; (ii) fails to file an annual Exemption Application; (iii) fails to provide investment sufficient to generate an Eligible Real Property Value of at least $40 million by January 1, 2015; (iv) fails to complete 225 residential housing units on the Property by January 1, 2015; (v) is convicted of a violation under 8 USC Section 1324a(f); or (vi) fails to materially comply in with any of the terms or conditions set forth in this Agreement. In the event that Owner individually or collectively defaults in its performance as set forth in any of (i), (ii), and/or (vi) above, the County shall give Owner written notice of such default, and if Owner has not cured such default within ninety (90) days of said written notice, an event of default (an "*Event of Default*") shall exist and this Agreement shall terminate. In the event that Owner cures any such default within the applicable cure period or prior to termination of this Agreement, no Event of Default shall exist and this Agreement shall continue in full force and effect, without penalty to Owners.

2. Upon the occurrence of an Event of Default under Section VI (1)(v), all taxes which otherwise would have been paid to the County without the benefit of the Tax Abatement, including interest and penalties thereon (*"Recapture Liability"*), will become a debt to the County and shall be due, owing and paid to the County within sixty (60) calendar days of the expiration of the above-mentioned applicable cure period as the sole remedy of the County, subject to any and all lawful offsets, settlements, deductions, or credits to which Owner may be entitled. The Recapture Liability shall be equal to the Tax Abatement Period to the date of termination with interest and penalties being charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas.

3. This Agreement inures to the benefit of and is enforceable by the County. The County has the right to prosecute or take appropriate action, at law or in equity, against the Owner to enforce any other covenant or provision contained within this Agreement. If the County substantially prevails in a legal proceeding to enforce this Agreement against the Owners, the County is further entitled to recover damages, reasonable attorney's fees, and court costs from the Owner. Any payment due to the County under this Agreement is a lien which attaches to the Property on January 1 of each year to enforce the payment of all taxes, penalties, and interest ultimately imposed for the year on the Property.

SECTION VII.
EFFECT OF SALE, ASSIGNMENT, OR LEASE OF PROPERTY

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Owner, including but not limited to any Successor Entity, may assign its rights and responsibilities under this Agreement including the right to receive the Tax Abatement to any corporation, partnership, joint venture, limited liability company or other entity without prior approval of the Commissioners Court. Should Owner or any Successor Entity assign such rights and responsibilities under this Agreement, the County must be notified of such assignment within sixty (60) calendar days of its occurrence.

SECTION VIII.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, and shall be deemed properly given by (i) on the third (3rd) day after being deposited in the U.S. mail by certified mail, postage prepaid; (ii) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service; or (iii) on the date personally delivered, whether or not actually received by the party to whom addressed:

COUNTY:

Director of Planning & Development
Dallas County Commissioners Court
411 Elm Street, 3rd Floor
Dallas, Texas 75202

OWNER:

Encore ODC, LP
Attn: Alan Murray
5005 LBJ Freeway, #1200
Dallas, Texas 75224

SECTION IX.
COUNTY AUTHORIZATION

This Agreement is authorized by Court Orders 2011-742 and 2012-1698 and approved at the Commissioners Court meeting of the 9th day of October, 2012.

SECTION X.
OWNER AUTHORIZATION

Owner hereby warrants that lawful authorization to execute this Agreement has been given and will provide County such written proof as required and requested by the County.

SECTION XI.
SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and

shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

SECTION XII.
ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which, if requested, will be addressed to a subsequent purchaser or assignee of Owner, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party to receive the certificate.

SECTION XIII.
APPLICABLE LAW AND VENUE

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall exclusively be in the state courts of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

SECTION XIV.
SOVEREIGN IMMUNITY

This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

SECTION XV.
AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

SECTION XVI.
INDEMNIFICATION

OWNER AGREES TO PROTECT, INDEMNIFY, AND HOLD THE COUNTY HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, JUDGMENTS, OR EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS HEREOF. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION XVII.
CONTRA PROFERENTEM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, this Agreement shall not be construed against the party who drafted this Agreement, and such party shall not be responsible for the language used.

SECTION XVIII.
ENTIRE AGREEMENT

This Agreement, including all Exhibits, Attachments, and Addendums, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, by and between Owner and the County.

SECTION XIX.

Words of any gender used in this Agreement shall be held and construed to include any other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION XX.
EFFECTIVE DATE OF AGREEMENT

This Agreement shall not become effective (the "*Effective Date*") until executed by both the County and the Owner. This Agreement may be signed and executed in counterparts.

SECTION XXI.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if a party's ability to satisfy any obligation under this Agreement, including but not limited to the substantial completion of the Improvements, is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by franchised utilities or their contractors, fire or other casualty, court injunction, necessary condemnation proceedings, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed.

EXECUTED this the 9th day of October, 2012.

COUNTY:

X _____
Clay Lewis Jenkins
County Judge

OWNER:

_____
Mark Cypert
President

APPROVED AS TO FORM:*
Craig Watkins
District Attorney
Dallas County, Texas

By: _____
Paul Hamilton
Assistant District Attorney
District Attorney's Office
Civil Division
Dallas County, Texas

**By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).*

EXHIBIT A-1

BUILDING LAND

TRACT I - PARCEL I (FEE SIMPLE)

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495, located in the City of Dallas, Block A/478, Dallas County, Texas and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P., a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases as recorded in Volume 97245, Page 799, Deed Records, Dallas County, Texas (D.R.D.C.T.), and by Quitclaim Deed and Assignment of Leases as recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases as recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, as recorded in Instrument Number 201100233068, O.P.R.D.C.T, and being more particularly described as follows:

COMMENCING at a set "X" cut for corner at the intersection of the northeast right-of-way line of St. Paul Street (60 feet wide) and the southeast right-of-way line of Bryan Street (70 feet wide), said corner being the most westerly corner of the above said Block A/478;

THENCE North 45 degrees 20 minutes 00 seconds East, along said southeast line, a distance of 79.99 feet to a set "X" cut for the POINT OF BEGINNING;

THENCE North 45 degrees 20 minutes 00 seconds East, continuing along said southeast line, a distance of 281.91 feet to a set "X" cut for corner on the southwest line of Harwood Street (60 feet wide);

THENCE South 46 degrees 58 minutes 00 seconds East, departing said southeast line and along said southwest line, a distance of 118.82 feet to a found "X" cut for corner;

THENCE South 45 degrees 35 minutes 00 seconds West, departing said southwest line, a distance of 168.36 feet to a point for corner;

THENCE North 43 degrees 51 minutes 00 seconds West, a distance of 8.30 feet to a point for corner;

THENCE South 45 degrees 06 minutes 00 seconds West, a distance of 31.49 feet to a point for corner;

THENCE South 46 degrees 13 minutes 00 seconds East, a distance of 80.01 feet to a found P.K. nail for corner;

THENCE South 45 degrees 06 minutes 00 seconds West, a distance of 157.20 feet to a found "X" cut for corner, said corner lying on the northeast right-of-way line of the aforementioned St. Paul Street;

THENCE North 50 degrees 13 minutes 00 seconds West, along said northeast line, a distance of 80.33 feet to a found "X" cut for corner;

THENCE North 45 degrees 06 minutes 00 seconds East, departing said northeast line, a distance of 74.29 feet to a 1/2-inch found iron rod with a plastic cap stamped "HALFF ASSOC, INC." for corner;

THENCE North 43 degrees 51 minutes 00 seconds West, a distance of 110.19 feet to the POINT OF BEGINNING AND CONTAINING 45,532 square feet or 1.045 acres of land, more or less.

TRACT I - PARCEL II (LEASEHOLD - PACE LEASE)

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495, located in the City of Dallas Block A/478, Dallas County, Texas, and being a part of a tract of land described in a Lease Agreement by and between Ella McIver Pace, Mary Ella McCarty and Charles W. Pace, Trustees of the John W. Pace Testamentary Trust (Lessors), and Jack D. Watson, Trustee (Lessee), as recorded in Volume 79195, Page 902, Deed Records Dallas County, Texas (D.R.D.C.T.), and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P, a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases as recorded in Volume 97245, Page 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases as recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases as recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, as recorded in Instrument Number 201100233068, O.P.R.D.C.T, and being more particularly described as follows:

BEGINNING at a set "X" cut for corner at the intersection of the northeast right-of-way line of St. Paul Street (60 feet wide) and the southeast right-of-way line of Bryan Street (70 feet wide), said corner being the most westerly corner of the above said Block A/478;

THENCE North 45 degrees 20 minutes 00 seconds East, along the southeast line of Bryan Street, a distance of 79.99 feet to a set "X" cut for corner, said corner being 281.91 feet South 45 degrees 20 minutes 00 seconds West, from the intersection of said line of Bryan Street with the southwest line of Harwood Street (60 feet wide);

THENCE South 43 degrees 51 minutes 00 seconds East, departing said southeast line of Bryan Street, a distance of 110.19 feet to a 1/2-inch found iron rod with a plastic cap stamped "HALFF ASSOC. INC." for corner;

THENCE South 45 degrees 06 minutes 00 seconds West, a distance of 74.29 feet to a found "X" cut for corner on the northeast line of the aforementioned St. Paul Street;

THENCE North 50 degrees 13 minutes 00 seconds West, along said northeast line, a distance of 51.50 feet to a found "X" cut for an angle point;

THENCE North 43 degrees 51 minutes 00 seconds West, continuing along said line, a distance of 59.23 feet to the POINT OF BEGINNING.

TRACT I - PARCEL III (LEASEHOLD - SANGER LEASE)

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495, located in the City of Dallas Block A/478, Dallas County, Texas, and being all of a tract of land (Parcel B, Sanger) described in a Memorandum of Lease Agreement by and between Hortense L. Sanger and Sara Jane L. Lichtenstein (Lessors) and Republic National Bank of Dallas (Lessee), as recorded in Volume 74174, Page 2107, Deed Records Dallas County, Texas, (D.R.D.C.T.), and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.., a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases as recorded in Volume 97245, Page 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases as recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases as recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, as recorded in Installment Number 201100233068, O.P.R.D.C.T, and being more particularly described as follows:

COMMENCING at a set "X" cut for corner at the intersection of the southwest line of Harwood Street, (60 feet wide) and the southeast line of Bryan Street, (70 feet wide);

THENCE South 46 degrees 58 minutes 00 seconds East, along the southwest line of Harwood Street, a distance of 118.82 feet to a found "X" cut for the POINT OF BEGINNING;

THENCE South 46 degrees 58 minutes 00 seconds East, along the southwest line of Harwood Street, a distance of 75.00 feet to a found "X" cut for corner, being North 46 degrees 58 minutes 00 seconds West, 275.58 feet from the intersection of said line of Harwood Street with the northwest line of Live Oak Street;

THENCE South 45 degrees 35 minutes 00 seconds West, at 172.44 feet passing the northeast line of Connor & Gannon's Subdivision, recorded in Volume 60, Page 404 of Map Records, Dallas County, Texas and continuing an additional 28.06 feet, in all a distance of 200.50 feet to a found P.K. nail for corner;

THENCE North 46 degrees 13 minutes 00 seconds West, a distance of 83.00 feet to a point for corner;

THENCE North 45 degrees 06 minutes 00 seconds East, a distance of 31.49 feet to a point for corner;

THENCE South 43 degrees 51 minutes 00 seconds East, a distance of 8.30 feet to a point for corner;

THENCE North 45 degrees 35 minutes 00 seconds East, a distance of 168.36 feet to the POINT OF BEGINNING.

EXHIBIT A-2

PARKING GARAGE LAND

TRACT II - PARCEL I (FEE SIMPLE)

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495 and being located in City of Dallas Block 2/243 Dallas County, Texas, and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P., a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases as recorded in Volume 97245, Page 799, Deed Records, Dallas County, Texas (D.R.D.C.T.), and by Quitclaim Deed and Assignment of Leases as recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases as recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas, (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, as recorded in Instrument Number 201100233068, O.P.R.D.C.T, and being more particularly described as follows:

COMMENCING at a point for corner at the intersection of the northeast line of St. Paul Street (60 feet wide) and the northwest line of Federal Street (40 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 88.45 feet to a found "X" cut for corner;

THENCE North 44 degrees 41 minutes 38 seconds West, departing said northwest line, a distance of 7.00 feet to a found "X" cut for the POINT OF BEGINNING;

THENCE North 44 degrees 41 minutes 38 seconds West, a distance of 85.62 feet to a P.K. nail set for corner;

THENCE North 45 degrees 15 minutes 14 seconds East, a distance of 136.78 feet to a found "X" cut for corner;

THENCE South 44 degrees 42 minutes 46 seconds East, a distance of 85.81 feet to a point for a corner;

THENCE South 45 degrees 20 minutes 00 seconds West, 136.80 feet to the POINT OF BEGINNING.

TRACT II - PARCEL II (FEE SIMPLE)

ALL rights in and to the air space over the hereinafter described 7 foot strip above the vertical clearance height of 15 feet (15') 6 inches (6") over the crown of the 40 foot portion of Federal Street described Tract II as Parcel III below for a distance of 136.80 feet, the said 7 foot strip of land over which said 136.80 feet of air space is located being more particularly described as follows:

ALL that certain lot, tract, or parcel of land lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:

BEING a part of Block 2/243, Official City numbers, and being more particularly described as follows:

COMMENCING at a point for corner at the intersection of the northeast line of St. Paul Street (60 feet wide) and the northwest line of Federal Street (40 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 88.45 feet to a found "X" cut for the POINT OF BEGINNING;

THENCE North 44 degrees 41 minutes 38 seconds West, departing said northwest line, a distance of 7.00 feet to a found "X" cut for a corner;

THENCE North 45 degrees 20 minutes 00 seconds East, a distance of 136.80 feet to a found "X" cut for corner;

THENCE South 44 degrees 42 minutes 46 seconds East, a distance of 7.00 feet to a point for corner in the northwest line of Federal Street;

THENCE South 45 degrees 20 minutes 00 seconds West, along said northwest line, a distance of 136.80 feet to the POINT OF BEGINNING.

TRACT II - PARCEL III (FEE SIMPLE)

THE northwest one-half of all air space and air rights above the vertical clearance height of 15 feet (15') six inches (6") over the crown of the hereinafter described portion of Federal Street in Dallas, Dallas County, Texas, between Harwood Street and St. Paul Street, for a distance of 136.80 feet the portion of Federal Street over which said 136.80 feet of air space is located being more particularly described as follows:

ALL that certain lot, tract or parcel of land lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:

BEING a part of Federal Street between Blocks 244 and 2/243, Official City numbers, and being more particularly described as follows:

COMMENCING at a point for corner at the intersection of the northeast line of St. Paul Street (60 feet wide) and the northwest line of Federal Street (40 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 88.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 136.80 feet to a point for corner;

THENCE South 44 degrees 42 minutes 46 seconds East, departing said northwest line, a distance of 40.00 feet to a point in the southeast line of said Federal Street;

THENCE South 45 degrees 20 minutes 00 seconds West, along said southeast line, a distance of 136.80 feet to a point for corner;

THENCE North 44 degrees 41 minutes 38 seconds West, departing said southeast line, a distance of 40.00 feet to the POINT OF BEGINNING.

TRACT II - PARCEL IV (LEASEHOLD - MUNGER LEASE)

Leasehold Estate created in Indenture of Lease by and between H.M. Munger Investment Corporation, as Lessor, and Trammell Crow, as Lessee, dated January 13, 1954, filed for record September 2, 1955, and recorded in Volume 4340, Page 87, Deed Records, Dallas County, Texas (D.R.D.C.T.); as amended by Amendment to Indenture of Lease recorded in Volume 4340, Page 115, D.R.D.C.T.; as assigned to Tracy-Locke Company, Inc. by Assignment of Leases recorded in Volume 76106, Page 1366, D.R.D.C.T.; as amended by unrecorded Amendment of Lease dated May 5, 1977, between Milan E. Lindeman and First National Bank in Dallas, Trustee, and Tracy-Locke Company, Inc.; assigned by Tracy-Locke Company, Inc. to Dallas Centre, Ltd. by Assignment of Leases dated October 31, 1977, and recorded in Volume 77226, Page 959, D.R.D.C.T.; amended by Third Amendment and Restatement of Indenture of Lease dated November 4, 1977, by and among Milan H. Lindeman and First National Bank in Dallas, as Trustee of the Henry Munger Trust #1, the Henry Munger Trust #2, the Marguerite M. Abernathy Trust #1 and the Marguerite M. Abernathy Trust #2, as Lessor and Dallas Centre, Ltd. recorded in Volume 77226, Page 967, D.R.D.C.T.; assigned by Dallas Center, Ltd. to Dallas Centre Parking Garage, Ltd. by Special Warranty Deed and Assignment of Leases dated November 4, 1977, filed for record on November 18, 1977, and recorded in Volume 77226, Page 1015, D.R.D.C.T.; assigned by Dallas Centre Parking Garage, Ltd. to Carrozza Investments, Ltd. by Special Warranty Deed and Assignment of Leases dated November 21, 1979, filed for record on November 30, 1979, and recorded in Volume 79234, Page 351, D.R.D.C.T.; per Statement of Partnership Name Change dated October 2, 1987, and recorded in Volume 87193, Page 5086, D.R.D.C.T.; Carrozza Investments, Ltd. changed its name to Crow-Dallas Centre, Ltd.; per statement of Merger dated October 13, 1987, and recorded in Volume 87200, Page 4208, D.R.D.C.T.; Crow-Dallas Centre, Ltd. merged with and into Dallas Centre, Ltd. assigned by Dallas Centre, Ltd. to The Equitable Life Assurance Society of the United States by Special Warranty Deed and Assignment of Leases recorded in Volume 92251, Page 3243, D.R.D.C.T.; and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P, a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases as recorded in Instrument Number 20070187079, O.P.R.D.C.T, and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, dated and filed of record on September 6, 2011 and recorded in Instrument Number 201100233068, O.P.R.D.C.T.; said leasehold estate covering and relating to the tract of land more particularly described as follows:

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495 and being located in City of Dallas Blocks 2/243 and 244, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point at the intersection of the northwest line of Bryan Street (70 feet wide) and the northeast line of St. Paul Street (60 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance 89.65 feet to the POINT OF BEGINNING;

THENCE North 44 degrees 41 minutes 38 seconds West, departing said northwest line, a distance of 151.00 feet to a point for corner, said point being in the southeast line of Federal Street (40 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said southeast line, a distance of 91.80 feet to a point for corner;

THENCE South 44 degrees 42 minutes 46 seconds East, departing said southeast line, a distance of 151.00 feet to a point for corner, said point being in said northwest line of Bryan Street;

THENCE South 45 degrees 20 minutes 00 seconds West, along said northwest line, a distance of 91.85 feet to the POINT OF BEGINNING.

TRACT II - PARCEL V (LEASEHOLD - MUNGER LEASE)

Leasehold Estate created in Indenture of Lease by and between H.M. Munger Investment Corporation, as Lessor, and Trammell Crow, as Lessee, dated January 13, 1954, filed for record September 2, 1955, and recorded in Volume 4340, Page 87, Deed Records, Dallas County, Texas (D.R.D.C.T.); as amended by Amendment to Indenture of Lease recorded in Volume 4340, Page 115, D.R.D.C.T.; as assigned to Tracy-Locke Company, Inc. by Assignment of Leases recorded in Volume 76106, Page 1366, D.R.D.C.T.; as amended by unrecorded Amendment of Lease dated May 5, 1977, between Milan E. Lindeman and First National Bank in Dallas, Trustee, and Tracy-Locke Company, Inc.; assigned by Tracy-Locke Company, Inc. to Dallas Centre, Ltd. by Assignment of Leases dated October 31, 1977, and recorded in Volume 77226, Page 959, D.R.D.C.T.; amended by Third Amendment and Restatement of Indenture of Lease dated November 4, 1977, by and among Milan H. Lindeman and First National Bank in Dallas, as Trustee of the Henry Munger Trust #1, the Henry Munger Trust #2, the Marguerite M. Abernathy Trust #1 and the Marguerite M. Abernathy Trust #2, as Lessor and Dallas Centre, Ltd. recorded in Volume 77226, Page 967, D.R.D.C.T.; assigned by Dallas Center, Ltd. to Dallas Centre Parking Garage, Ltd. by Special Warranty Deed and Assignment of Leases dated November 4, 1977, filed for record on November 18, 1977, and recorded in Volume 77226, Page 1015, D.R.D.C.T.; assigned by Dallas Centre Parking Garage, Ltd. to Carrozza Investments, Ltd. by Special Warranty Deed and Assignment of Leases dated November 21, 1979, filed for record on November 30, 1979, and recorded in Volume 79234, Page 351, D.R.D.C.T.; per Statement of Partnership Name Change dated October 2, 1987, and recorded in Volume 87193, Page 5086, D.R.D.C.T.; Carrozza Investments, Ltd. changed its name to Crow-Dallas Centre, Ltd.; per Statement of Merger dated October 13, 1987, and recorded in Volume 87200, Page 4208, D.R.D.C.T.; Crow-Dallas Centre, Ltd. merged with and into Dallas Centre, Ltd. assigned by

Dallas Centre, Ltd. to The Equitable Life Assurance Society of the United States by Special Warranty Deed and Assignment of Leases recorded in Volume 92251, Page 3243, D.R.D.C.T.; and being part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P, a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 827, D.R.D.C.T. and by Quitclaim Deed and Quitclaim Assignment of Leases date May 22, 2007 and filed of record on May 24, 2007, and recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, dated and filed of record on September 6, 2011 and recorded in Instrument Number 201100233068, O.P.R.D.C.T.; said leasehold estate covering and relating to the tract of land more particularly described as follows:

THE most southerly 67.10527% of the southeast one-half of all air space and air rights above the vertical clearance height of 15 feet (15') 6 inches (6") over the crown of the hereinafter described portion of Federal Street in Dallas, Dallas Comity, Texas between Harwood Street and St. Paul Street, for a distance of 136.80 feet the portion of Federal Street over which said 136.80 feet of air space is located being more particularly described as follows:

ALL that certain lot, tract or parcel of land lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:

BEING a part of Federal Street between Blocks 244 and 2/243, Official City numbers, and being more particularly described as follows:

COMMENCING at a point for corner at the intersection of the northeast line of St. Paul Street (60 feet wide) and the northwest line of Federal Street (40 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 88.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 136.80 feet to a point for corner;

THENCE South 44 degrees 42 minutes 46 seconds East, departing said northwest line, a distance of 40.00 feet to a point for corner, said point being in the southeast line of said Federal Street;

THENCE South 45 degrees 20 minutes 00 seconds West, along said southeast line, a distance of 136.80 feet to a point for corner;

THENCE North 44 degrees 41 minutes 38 seconds West, departing said southeast line, a distance of 40.00 feet to the POINT OF BEGINNING.

TRACT II - PARCEL VI (LEASEHOLD - MUNGER LEASE)

Leasehold Estate created in Indenture of Lease by and between H.M. Munger Investment Corporation, as Lessor, and Trammell Crow, as Lessee, dated January 13, 1954, filed for record September 2, 1955, and recorded in Volume 4340, Page 87, Deed Records, Dallas County, Texas (D.R.D.C.T.); as amended by Amendment to Indenture of Lease recorded in Volume 4340, Page 115, D.R.D.C.T.; as assigned to Tracy-Locke Company, Inc. by Assignment of Leases recorded in Volume 76106, Page 1366, D.R.D.C.T.; as amended by unrecorded Amendment of Lease dated May 5, 1977, between Milan E. Lindeman and First National Bank in Dallas, Trustee, and Tracy-Locke Company, Inc.; assigned by Tracy-Locke Company, Inc. to Dallas Centre, Ltd. by Assignment of Leases dated October 31, 1977, and recorded in Volume 77226, Page 959, D.R.D.C.T.; amended by Third Amendment and Restatement of Indenture of Lease dated November 4, 1977, by and among Milan H. Lindeman and First National Bank in Dallas, as Trustee of the Henry Munger Trust #1, the Henry Munger Trust #2, the Marguerite M. Abernathy Trust #1 and the Marguerite M. Abernathy Trust #2, as Lessor and Dallas Centre, Ltd. recorded in Volume 77226, Page 967, D.R.D.C.T.; assigned by Dallas Center, Ltd. to Dallas Centre Parking Garage, Ltd. by Special Warranty Deed and Assignment of Leases dated November 4, 1977, filed for record on November 18, 1977, and recorded in Volume 77226, Page 1015, D.R.D.C.T.; assigned by Dallas Centre Parking Garage, Ltd. to Carrozza Investments, Ltd. by Special Warranty Deed and Assignment of Leases dated November 21, 1979, filed for record on November 30, 1979, and recorded in Volume 79234, Page 351, D.R.D.C.T.; per Statement of Partnership Name Change dated October 2, 1987, and recorded in Volume 87193, Page 5086, D.R.D.C.T.; Carrozza Investments, Ltd. changed its name to Crow-Dallas Centre, Ltd.; per Statement of Merger dated October 13, 1987, and recorded in Volume 87200, Page 4208, D.R.D.C.T.; Crow-Dallas Centre, Ltd. merged with and into Dallas Centre, Ltd. assigned by Dallas Centre, Ltd. to The Equitable Life Assurance Society of the United States by Special Warranty Deed and Assignment of Leases recorded in Volume 92251, Page 3243, D.R.D.C.T.; and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P, a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, age 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases date May 22, 2007 and tiled of record on May 24, 2007, and recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, dated and filed of record on September 6, 2011 and recorded in Instrument Number 201100233068, O.P.R.D.C.T.; said leasehold estate covering and relating to the tract of land more particularly described as follows:

THE most southerly 67.10527% of the northwest one-half of all air space and air rights above the vertical clearance height 15 feet (15') six inches (6") over the crown of the hereinafter described portion of Bryan Street in Dallas, Dallas County, Texas, between Harwood Street and St. Paul Street, for a distance of 136.80 feet, the portion of Bryan Street over which said 136.80 feet of air space is located being more particularly described as follows:

ALL that certain lot, tract, or parcel of land lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:

BEING a part of Bryan Street between Blocks 244 and A/478 Official City numbers, and being more particularly described as follows:

COMMENCING at a point at the intersection of the northwest line of Bryan Street (70 feet wide) and the northeast line of St. Paul Street (60 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance 89.53 feet to a found P.K. nail for the POINT OF BEGINNING;

THENCE North 45 degrees 20 minutes 00 seconds East, continuing along the northwest line of Bryan Street, a distance of 136.80 feet to a set "X" for corner;

THENCE South 44 degrees 40 minutes 00 seconds East, departing said northwest line, a distance of 70.00 feet to a set "X" cut for corner in the southeast line of Bryan Street;

THENCE South 45 degrees 20 minutes 00 seconds West, along said southeast line, a distance of 136.80 feet to a set "X" cut for corner;

THENCE North 44 degrees 40 minutes 00 seconds West, departing said southeast line, a distance of 70.00 feet to the POINT OF BEGINNING;

SAVE AND EXCEPT any portion not occupied by the pedestrian passageway ("skybridge");

TRACT II - PARCEL VII (LEASEHOLD - CLANCEY KERLEY LEASE)

Leasehold Estate created in Lease Agreement by and between Cavenaugh & Company, as Lessor, and Trammell Crow, as Lessee, dated August 16, 1951, filed for record on July 15, 1953, and recorded in Volume 3884, Page 603, Deed Records, Dallas County, Texas (D.R.D.C.T.); assigned to Tracy-Locke Company, Inc. by Assignment of Leases recorded in Volume 76106, Page 1366, D.R.D.C.T.; amended by unrecorded Amendment of Lease dated May 9, 1977, by and between Clancey-Kerley Company, Inc., and Tracy-Locke Company, Inc.; assigned by Tracy-Locke Company, Inc. to Dallas Centre, Ltd. by assignment of Leases dated October 31, 1977, and recorded in Volume 77226, Page 959, D.R.D.C.T.; Second Amendment to Indenture of Lease executed by Clancey-Kerley Company, Inc. as Lessor and Dallas Center, Ltd. as Lessee, dated November 4, 1977, and recorded in Volume 77226, Page 1007, D.R.D.C.T.; assigned by Dallas Center, Ltd. to Dallas Centre Parking Garage, Ltd. by Special Warranty Deed and Assignment of Leases dated November 4, 1977, filed for record on November 18, 1977, and recorded in Volume 77226, Page 1015, D.R.D.C.T.; assigned by Dallas Centre Parking Garage, Ltd. to Carrozza Investments, Ltd. by Special Warranty Deed and Assignment of Leases dated November 21, 1979, filed for record on November 30, 1979, and recorded in Volume 79234, Page 351, D.R.D.C.T.; per Statement of Partnership Name Change dated October 2, 1987, and recorded in Volume 87193, Page 5086, D.R.D.C.T.; Carrozza Investments, Ltd. changed its name to Crow-Dallas Centre, Ltd.; per Statement of Merger dated October 13, 1987, and recorded in Volume 87200, Page 4208, D.R.D.C.T.; Crow-Dallas Centre, Ltd. merged with and into Dallas Centre, Ltd.; assigned by Dallas Centre, Ltd. to The Equitable Life Assurance Society

of the United States by Special Warranty Deed and Assignment of Leases recorded in Volume 92251, Page 3243, D.R.D.C.T.; and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P, a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases date May 22, 2007 and filed of record on May 24, 2007, and recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, dated and filed of record on September 6, 2011 and recorded in Instrument Number 201100233068, O.P.R.D.C.T.; said leasehold estate covering and relating to the tract of land more particularly described as follows:

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495 and being located in City of Dallas Block 244, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point at the intersection of the northwest line of Bryan Street (70 feet wide) and the southwest line of Harwood Street (60 feet wide);

THENCE South 45 degrees 20 minutes 00 seconds West, along said northwest line, a distance of 134.00 feet to the POINT OF BEGINNING;

THENCE South 45 degrees 20 minutes 00 seconds West, continuing along said northwest line, a distance of 45.00 feet to a point for corner;

THENCE North 44 degrees 42 minutes 46 seconds West, departing said northwest line, a distance of 151.00 feet to a point for corner, said point being in the southeast line of Federal Street (40 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said southeast line, a distance of 45.00 feet to a point for corner;

THENCE South 44 degrees 42 minutes 46 seconds East, departing said southeast line, a distance of 151.00 feet to the POINT OF BEGINNING.

TRACT II - PARCEL VIII (LEASEHOLD - CLANCEY KERLEY LEASE)

Leasehold Estate created in Lease Agreement by and between Cavenaugh & Company, as, Lessor, and Trammell Crow, as Lessee, dated August 16, 1951, filed for record on July 15, 1953, and recorded in Volume 3884, Page 603, Deed Records, Dallas County, Texas (D.R.D.C.T.); assigned to Tracy-Locke Company, Inc. by Assignment of Leases recorded in Volume 76106, Page 1366, D.R.D.C.T.; amended by unrecorded Amendment of Lease dated May 9, 1977, by and between Clancey-Kerley Company, Inc., and Tracy-Locke Company, Inc.; assigned by Tracy-Locke Company, Inc. to Dallas Centre, Ltd. by Assignment of Leases dated October 31, 1977, and recorded in Volume 77226, Page 959, D.R.D.C.T.; Second amendment to Indenture of Lease executed by Clancey-Kerley Company, Inc. as Lessor and Dallas Center, Ltd.

as Lessee, dated November 4, 1977, and recorded in Volume 77226, Page 1007, D.R.D.C.T.; assigned by Dallas Center, Ltd. to Dallas Centre Parking Garage, Ltd. by Special Warranty Deed and Assignment of Leases dated November 4, 1977, filed for record on November 18, 1977, and recorded in Volume 77226, Page 1015, D.R.D.C.T.; assigned by Dallas Centre Parking Garage, Ltd. to Carrozza Investments, Ltd. by Special Warranty Deed and Assignment of Leases dated November 21, 1979, filed for record on November 30, 1979, and recorded in Volume 79234, Page 351, D.R.D.C.T.; per Statement of partnership Name Change dated October 2, 1987, and recorded in Volume 87193, Page 5086, D.R.D.C.T.; Carrozza Investments, Ltd. changed its name to Crow-Dallas Centre, Ltd.; per Statement of Merger dated October 13, 1987, and recorded in Volume 87200, Page 4208, D.R.D.C.T.; Crow-Dallas Centre, Ltd. merged with and into Dallas Centre, Ltd.; assigned by Dallas Centre, Ltd. to The Equitable Life Assurance Society of the United States by Special Warranty Deed and Assignment of Leases recorded in Volume 92251, Page 3243, D.R.D.C.T.; and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P, a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases date May 22, 2007 and filed of record on May 24, 2007, and recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, dated and filed of record on September 6, 2011 and recorded in Instrument Number 201100233068, O.P.R.D.C.T.; said leasehold estate covering and relating to the tract of land more particularly described as follows:

THE most northerly 32.894730% of the southeast one-half of all air space and air rights above the vertical clearance height of 15 feet (15') 6 inches (6") over the crown of the hereinafter described portion of Federal Street in Dallas, Dallas County, Texas, between Harwood Street and St. Paul Street, for a distance of 136.80 feet, the portion of Federal Street over which said 136.80 feet of air space is located being more particularly described as follows:

ALL that certain lot, tract or parcel of land lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:

BEING a part of Federal Street between Blocks 244 and 2/243, Official City numbers, and being more particularly described as follows:

COMMENCING at a point for corner at the intersection of the northeast line of St. Paul Street (60 feet wide) and the northwest line of Federal Street (40 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 88.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance of 136.80 feet to a point for corner;

THENCE South 44 degrees 42 minutes 46 seconds East, departing said northwest line, a distance of 40.00 feet to a point in the southeast line of said Federal Street;

THENCE South 45 degrees 20 minutes 00 seconds West, along said southeast line, a distance of 136.8000 feet to a point for corner;

THENCE North 44 degrees 41 minutes 38 seconds West, departing said southeast line, a distance of 40.00 feet to the POINT OF BEGINNING.

TRACT II - PARCEL IX (LEASEHOLD - CLANCEY KERLEY LEASE)

Leasehold Estate created in Lease Agreement by and between Cavenaugh & Company, as Lessor, and Trammell Crow, as Lessee, dated August 16, 1951, filed for record on July 15, 1953, and recorded in Volume 3884, Page 603, Deed Records, Dallas County, Texas (D.R.D.C.T.); assigned to Tracy-Locke Company, Inc. by Assignment of Leases recorded in Volume 76106, Page 1366, D.R.D.C.T.; amended by unrecorded Amendment of Lease dated May 9, 1977, by and between Clancey-Kerley Company, Inc., and Tracy-Locke Company, Inc.; assigned by Tracy-Locke Company, Inc. to Dallas Centre, Ltd. by Assignment of Leases dated October 31, 1977, and recorded in Volume 77226, Page 959, D.R.D.C.T.; Second Amendment to Indenture of Lease executed by Clancey-Kerley Company, Inc. as Lessor and Dallas Center, Ltd. as Lessee, dated November 4, 1977, and recorded in Volume 77226, Page 1007, D.R.D.C.T.; assigned by Dallas Center, Ltd. to Dallas Centre Parking Garage, Ltd. by Special Warranty Deed and Assignment of Leases dated November 4, 1977, filed for record on November 18, 1977, and recorded in Volume 77226, Page 1015, D.R.D.C.T.; assigned by Dallas Centre Parking Garage, Ltd. to Carrozza Investments, Ltd. by Special Warranty Deed and Assignment of Leases dated November 21, 1979, filed for record on November 30, 1979, and recorded in Volume 79234, Page 351, D.R.D.C.T.; per Statement of Partnership Name Change dated October 2, 1987, and recorded in Volume 87193, Page 5086, D.R.D.C.T.; Carrozza Investments, Ltd. changed its name to Crow-Dallas Centre, Ltd.; per Statement of Merger dated October 13, 1987, and recorded in Volume 87200, Page 4208, D.R.D.C.T.; Crow-Dallas Centre. Ltd. merged with and into Dallas Centre, Ltd.; assigned by Dallas Centre, Ltd. to The Equitable Life Assurance Society of the United States by Special Warranty Deed and Assignment of Leases recorded in Volume 92251, Page 3243, D.R.D.C.T.; and being a part of a tract of land described in deed to ONE DALLAS CENTRE ASSOCIATES, L.P, a Delaware limited partnership, by Special Warranty Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 799, D.R.D.C.T, and by Quitclaim Deed and Assignment of Leases dated December 17, 1997, filed of record on December 18, 1997, and recorded in Volume 97245, Page 827, D.R.D.C.T, and by Quitclaim Deed and Quitclaim Assignment of Leases date May 22, 2007 and filed of record on May 24, 2007, and recorded in Instrument Number 20070187079, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and by Substitute Trustee's Deed and Assignment of Ground Lease to Quality Properties Asset Management Company, an Illinois corporation, dated and filed of record on September 6, 2011 and recorded in Instrument Number 201100233068, O.P.R.D.C.T.; said leasehold estate covering and relating to the tract of land more particularly described as follows:

THE most northerly 32.89473% of the northwest one-half of all air space and air rights above the vertical clearance height 15 feet (15') 6 inches (6") over the crown of the hereinafter described

portion of Bryan Street in Dallas, Dallas County, Texas, between Harwood Street and St. Paul Street, for a distance of 136.80 feet, the portion of Bryan Street over which said 136.80 feet of air space is located being more particularly described as follows:

ALL that certain lot, tract, or parcel of land lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:

BEING a part of Bryan Street between Blocks 244 and A/478, Official City numbers, and being more particularly described as follows:

COMMENCING at a point at the intersection of the northwest line of Bryan Street (70 feet wide) and the northeast line of St. Paul Street (60 feet wide);

THENCE North 45 degrees 20 minutes 00 seconds East, along said northwest line, a distance 89.53 feet to a found P.K. nail for the POINT OF BEGINNING;

THENCE North 45 degrees 20 minutes 00 seconds East, continuing along the northwest line of Bryan Street, a distance of 136.80 feet to a set "X" for corner;

THENCE South 44 degrees 40 minutes 00 seconds East, departing said northwest line, a distance of 70.00 feet to a set "X" cut for corner in the southeast line of Bryan Street;

THENCE South 45 degrees 20 minutes 00 seconds West, along said southeast line, a distance of 136.80 feet to a set "X" cut for corner;

THENCE North 44 degrees 40 minutes 00 seconds West, departing said southeast line, a distance of 70.00 feet to the POINT OF BEGINNING;

SAVE AND EXCEPT any portion not occupied by the pedestrian passageway ("skybridge").

COURT ORDER
2014-0355

Adoption of Amendment No. 1 to Tax Abatement Agreement for 350 St. Paul

On a motion made by Commissioner Dr. Theresa M. Daniel, District 1, and seconded by Commissioner John Wiley Price, District 3, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: March 4, 2014 (Miscellaneous)
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the adoption of Amendment No. 1 to the tax abatement agreement that was originally executed by Dallas County and Encore ODC, LP and that was authorized under Court Order 2012-1698 so that 350 St. Paul (Dallas) could be renovated and converted into residential housing.

It is further resolved and ordered that the County Judge is authorized to sign said Amendment which is consistent with County policy and past practice, which changes only the date by which the project must be completed and the date that the abatement would go into effect from January 1, 2015 to January 1, 2016, and which has been requested because the start of the project had been delayed due to a change in the project's ownership.

Done in open court March 18, 2014, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Rick Loessberg
Originating Department: Planning and Development

AMENDMENT NO. 1 TO THE TAX ABATEMENT AGREEMENT BETWEEN DALLAS COUNTY AND ENCORE ODC, LP

WHEREAS, on October 9, 2012, through Court Order 2012-1698, the County entered into an Agreement with Encore ODC, LP regarding the renovation and conversion of 350 N. St. Paul into at least 225 units of residential housing; and

WHEREAS, the County has since been notified that St. Paul Holdings, LP and St. Paul Holdings, LP II have acquired the property associated with the Agreement; and

WHEREAS, under the terms of the Agreement, the rights and obligations of the Agreement are assigned to the property's new owner, St. Paul Holdings, LP and St. Paul Holdings, LP II; and

WHEREAS, because of the transfer of ownership to St. Paul Holdings, LP and St. Paul Holdings, LP II, it has taken longer than originally anticipated to begin the renovation and conversion of the property into residential housing; and

WHEREAS, the new owners have requested that the date by which the Agreement's required Economic Activity must be completed and the latest date that the Agreement's Tax Abatement can begin be revised.

NOW THEREFORE, by execution of this Amendment No. 1, the Agreement is amended hereby as set-forth below.

I. PURPOSE

The purpose of this Amendment is to change the date by which the Agreement's required Economic Activity must be completed and the latest date that the Agreement's Tax Abatement can begin.

II. EFFECT OF THE AMENDMENT

By execution of this Amendment No. 1, Section III (1) (a), Section IV, and Section VI (1) (iii) and (iv) of the Agreement are amended below. No other sections, provisions clauses, or conditions of the Agreement are waived or changed hereby, and they shall remain in full force and effect through-out the term of the Agreement and any duly authorized extensions.

III. AMENDED PROVISIONS

A. Section III, Paragraph 1 (a) of the Agreement shall be deleted in its entirety and replaced with the following language:

(a) No later than January 1, 2016, there are at least 225 residential housing units completed on the Property and the Eligible Real Property Value of the Property is at least $40 million. The completion of said residential housing units shall be evidenced by the submission to the County of either a

Certificate of Occupancy from the City of Dallas or a copy of AIA Document 702 that is signed and certified by the project's general contractor.

B. Section IV of the Agreement shall be deleted in its entirety and replaced with the following language:

The Tax Abatement provided under this Agreement is for a period of up to ten (10) years and will begin no later than January 1, 2016 (the *"Tax Abatement Period"*). Owner and the County shall have no further obligations under this Agreement upon expiration of the Tax Abatement Period, except as otherwise provided herein.

C. Section VI, Paragraph 1, (iii) and (iv) of the Agreement shall be deleted in their entirety and replaced with the following language:

(iii) fails to provide investment sufficient to generate an Eligible Real Property Value of at least $40 million by January 1, 2016;

(iv) fails to complete 225 residential housing units on the Property by January 1, 2015;

EXECUTED this the 18th **day of** March **, 2014.**

COUNTY:

X _____
Clay Lewis Jenkins
County Judge

OWNERS:
ST. PAUL HOLDINGS, LP
a Texas limited partnership

By: St. Paul Holdings GP, LLC
A Texas limited liability company
its General Partner

_____
Patrick S. Todd
Manager

ST. PAUL HOLDINGS II, LP
a Texas limited partnership

By: St. Paul Holdings GP, LLC
A Texas limited liability company
its General Partner

_____
Patrick S. Todd
Manager

Recommended:

BY: _____
Rick Loessberg
Director, Planning and Development

Approved as to form:*
Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Section

BY: _____
Paul E. Hamilton
Assistant District Attorney
Civil Section

**By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).*

MISCELLANEOUS BRIEF

March 4, 2014

COUNTY JUDGE – On February 11, 2014, Judge Jenkins signed a Certificate of the County Judge of Dallas County, Texas for the Arlington Higher Education Finance Corporation Education Revenue Bonds (LTTS Charter School Inc. D/B/A/ Universal Academy) Series 2014A and Taxable Education Revenue Bonds (LTTS Charter School, Inc. D/B/A/ Universal Academy) Series 2014B.

AUTO SERVICE CENTER – requests approval to purchase five spare Chargers at a cost of $22,631. The spare vehicles were originally briefed January 28, 2014 at a cost of $22,500 but requires re-briefing to reflect the price difference. Recommended by the Office of Budget and Evaluation.

BUILDING SECURITY – requests approval to upgrade the building access control systems currently linked to the Velocity / Hirsch system. This will resolve the access problems primarily for employees at the Frank Crowley Courts Building, as well as other sites, that have doors controlled by the this system. The estimated cost is $20,969 and will be funded using Permanent Improvement Fund, Unallocated Reserves. Recommended by the Office of Budget and Evaluation.

FACILITIES MANAGEMENT – requests approval to allow the Girl Scouts based in South Dallas to host several meetings in the Old Central Jury Room in the basement of the George Allen Courthouse throughout calendar year 2014 for mock trial reenactments, meetings, and to earn an array of badges for their troops which may include staying overnight. Each date must be approved in advance by Facilities and Security. The troops and leaders are all Dallas County residents and all students attend DISD public schools. Both the Security Department and the District Courts Administration Office confirm that this does not present any conflicts. Recommended by the Office of Budget and Evaluation.

ENGINEERING & PROJECT MANAGEMENT – requests approval:

a) to authorize expenses associated with the relocation of approximately forty (40) employees, computers, and equipment at the CSCD offices at 3650 Buckner. The total estimated cost is $2,775 and will be funded within the Engineering & Project Management budget. Recommended by the Office of Budget and Evaluation.
b) to authorize the Space Utilization Committee recommendation that Probate Court temporarily use the empty office across the hall from the Ruby Courtroom. This area will be used as an office for the Court Reporter upon returning to work after surgery. The space is currently unoccupied and can accommodate this temporary need for the Court. Recommended by the Office of Budget and Evaluation.

PLANNING & DEVELOPMENT - recommends the following:

a) approving the interlocal agreement with the City of Dallas for the development of the Chalk Hill Trail. $3.7 million has previously been budgeted in Fund 196 for this project which is located in West Dallas. County will have the lead responsibility in the development of this project which will probably take two-to-three years to design and build.

b) per a request from developer (Todd Interests), that effective date of the 90% tax abatement for the $40 million renovation/conversion of 350 St. Paul (downtown Dallas) into residential housing be changed from January 1, 2015 to January 1, 2016. Request, which is consistent with policy, has been made because project's start was delayed as the project's ownership changed. Work has since begun and should be completed in 2015. Abatement was originally authorized on October 9, 2012 through Court Order 2012-1698. All other terms and conditions of the abatement will remain in effect.

OFFICE OF BUDGET & EVALUATION –requests approval for the following:

a) to pay Munir Baraso, an Arabic interpreter, at a rate of $120 per hour. The interpreter is needed on March 5, 2014 in the North Truancy Court in regards to case #TR-1400348. Recommended by the Office of Budget and Evaluation.
b) to pay, Zainab Ibrahim, a Hindi interpreter, at a rate of $120 per hour. The interpreter is needed on February 26, 2014 in the Criminal District Court 3 in regards to case # F1358096/97/95. Recommended by the Office of Budget and Evaluation.
c) to pay Michelle Dasom, a Korean interpreter, at a rate of $90 per hour. The interpreter is needed on February 26, 2014 in the Criminal District Court 3 in regards to case # F1358096/97/95. Recommended by the Office of Budget and Evaluation.
d) to pay Munir Baraso, an Arabic interpreter, at a rate of $120 per hour. The interpreter is needed on March 20, 2014 in the East Truancy Court in regards to case #TR-13-26794. Recommended by the Office of Budget and Evaluation.
e) to pay Vinod Malhotra, a Hindi interpreter, at a rate of $120 per hour. The interpreter is needed on March 3, 2014 in the DA in regards to case # F1358097 Recommended by the Office of Budget and Evaluation.

COURT ORDER
2015-0733

Correction to Tax Abatement for 350 N. St. Paul

On a motion made by Commissioner Dr. Elba Garcia, District 4, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 5/19/2015

Be it resolved and ordered that the Dallas County Commissioners Court corrects Section VI, Paragraph 1, (iv) of the tax abatement agreement for 350 N. St. Paul, which was previously authorized under Court Orders 2012-1698 and 2015-0054, such that a breach now occurs if 225 residential housing units are not completed on the subject property by January 1, 2016.

Done in open court May 26, 2015, by the following vote:

IN FAVOR:	Honorable Clay Lewis Jenkins, County Judge Commissioner Dr. Theresa M. Daniel, District 1 Commissioner Mike Cantrell, District 2 Commissioner John Wiley Price, District 3 Commissioner Dr. Elba Garcia, District 4
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Rick Loessberg
Originating Department: Planning and Development