

DEVELOPMENT AGREEMENT

This Development Agreement (herein so called) is made as of the 11 day of January, 2013 (the "Effective Date"), by and among MSW Prosper 380, LP, a Texas limited partnership ("MSW"), and 110 Prosper Property, L.P. a Texas limited partnership ("110P").

RECITALS

A. MSW is purchasing from 110P that certain 30.00 acre tract of land located in the City of Prosper, Collin County, Texas, described on attached Exhibit A (the "MSW Tract").

B. After the MSW purchase of the MSW Tract, 110P will own that certain 80.914 acre tract of land located in the City of Prosper, Collin County, Texas, described on attached Exhibit B (the "110P Tract").

C. It is anticipated that it will be necessary that public dedication of right-of-ways and easements over, across, under and through the MSW Tract and 110P Tract (as the case may be) may be needed to permit and facilitate development of such tracts.

D. As part of the future development of the MSW Tract and 110P Tract, and regardless of who commences development first, the parties have agreed to provide easements to each other and/or others and to share in the costs of certain water, sewer and roadway infrastructure that will mutually benefit both the MSW Tract and the 110P Tract.

E. The parties have agreed to enter into this Development Agreement to set forth the agreements among them regarding (i) the dedication of right-of-ways and easements over, across, under and through the MSW Tract and the 110P Tract (as the case may be) and (ii) a cost sharing allocation for the Shared Utilities (hereinafter defined) and the Roadway Improvements (hereinafter defined).

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Development Agreement, the sufficiency of which is hereby acknowledged and confessed, MSW and 110P hereby agree as follows:

1. **Agreement to Provide Easements and Dedications.** MSW and 110P each agree that upon thirty (30) days advance written request of any such party (which shall include all supporting documentation reasonably necessary for the non-requesting party to properly review and analyze such request), to provide roadway dedications and non-exclusive easements for the Shared Utilities and the Roadway Improvements for over, across, under and through (as the case may be) the MSW Tract and/or the 110P Tract, in the general locations shown on Exhibits C, D, and E attached hereto. It is contemplated that the roadway dedications and permanent utility easements described in the preceding sentence will be granted to the City of Prosper or to the

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applicable utility company and that temporary easements will be granted to the Constructing Party (hereinafter defined) when required for the construction and installation of the Shared Utilities and the Roadway Improvements on the MSW Tract and/or the 110P Tract. Each roadway dedication and easement requested pursuant to the provisions of this Development Agreement shall be (i) at no additional cost to the non-requesting party and (ii) shall be limited to the fullest extent possible to minimize interference with the development/use of the tract upon which the dedication or easement is located, including that all utility easements shall be underground.

2. **Shared Utilities.** The term "**Shared Utilities**" shall mean all water and/or sanitary sewer lines and related facilities required to be constructed either on (i) the MSW Tract or the 110P Tract in the approximate locations shown on Exhibits D and E and (ii) any offsite lines or facilities need to bring the water and sanitary sewer lines to either the MSW Tract or the 110P Tract, as applicable, which are to be used and/or tapped into by both MSW and 110P for their respective tracts. The term "**Constructing Party**" shall mean the party who is performing the construction or any part thereof on any portions of the Shared Utilities at any given time, and the other party shall be the "**Non-Constructing Party.**" The term "**Prorata Share**" shall mean 27.05% as to the owner of the MSW Tract and 72.95% as to the owner of the 110P Tract.

- A. Prior to commencement of any work on any portion of the Shared Utilities, the Constructing Party shall cause its Engineer to prepare and deliver to the Non-Constructing Party the plans and specifications for the Shared Utilities (the "**Plans and Specifications**"), which Plans and Specifications shall also include an estimate of the costs (the "**Shared Utility Costs**") to be incurred in connection with the Shared Utilities based upon each party's Prorata Share. The Non-Constructing Party shall have fourteen (14) days (the "**Plans and Specifications Approval Period**") after receipt of the Plans and Specifications to object in writing to the Plans and Specifications, which objections must be reasonable, must be made in good faith, and must be delivered to the Constructing Party within such Plans and Specifications Approval Period. If the Non-Constructing Party fails to timely deliver written objections to the Plans and Specifications as provided above, the Non-Constructing Party shall be deemed to have approved such Plans and Specifications and estimate of the costs of the Shared Utilities. If objections to such Plans and Specifications are timely made by the Non-Constructing Party, the Constructing Party and its engineer shall attempt in good faith to address the objections in which event the engineer shall revise and resubmit to the parties the Plans and Specifications, and the process set forth above shall be repeated until the Plans and Specifications and the Shared Utility Costs are approved or deemed to be approved by the Non-Constructing Party. If the Constructing Party's engineer reasonably determines that the Non-Constructing Party's objections cannot be addressed to the Non-Constructing Party's satisfaction, then the Constructing Party's engineer's determination with respect to the Plans and Specifications and estimates of the Shared Utility Costs shall be final and binding on the Non-Constructing Party for all purposes herein, in which event the Plans and Specifications and estimates of the Shared Utility Costs, as finalized by the Constructing Party's engineer, shall be deemed to be approved by the Non-

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Constructing Party. Upon approval or deemed approval of the Plans and Specifications and the Shared Utility Costs by the Non-Constructing Party, the Constructing Party shall submit the approved Plans and Specifications to all applicable governmental authorities. Thereafter, the parties shall cooperate in good faith to obtain approval of the Plans and Specifications from all applicable governmental authorities as soon as reasonably possible. Notwithstanding anything contained herein to the contrary, (i) all revisions, modifications, and additions to the Plans and Specifications for the Shared Utilities located on the 110P Tract shall be subject to the approval of 110P which will not be unreasonably withheld or delayed and (ii) all revisions, modifications, and additions to the Plans and Specifications for the Shared Utilities on the MSW Tract shall be subject to the approval of MSW which will not be unreasonably withheld or delayed. The Plans and Specifications, as approved or deemed approved by the parties and all applicable governmental authorities, are hereinafter referred to as the "Approved Plans" for the Shared Utilities, and the Shared Utilities Costs as approved or deemed approved by the parties as provided above are hereinafter referred to as the "Approved Shared Utilities Costs."

- B. Other than as herein provided, the Constructing Party shall be responsible for completing the construction of the Shared Utilities as set forth herein in substantial accordance with the Approved Plans and for the Approved Shared Utilities Costs. However, in the event (i) the Constructing Party has not commenced the construction of the Shared Utilities on or before the date the Non-Constructing Party commences development of any portion of its tract, or (ii) the Constructing Party has not completed or is not reasonably expected to complete the Shared Utilities prior to the date that the Non-Constructing Party is expected to complete the development of any portion of its tract, then the Non-Constructing Party shall have the right, but not the obligation, to undertake completion of the Shared Utilities for the account and on behalf of the parties in accordance with the terms of this Development Agreement. Notwithstanding the foregoing, in the event that any applicable governmental authority requires that a third party perform and complete any portion of the Shared Utilities, then the parties shall cooperate with each other and the applicable governmental authority to designate a third-party mutually acceptable to MSW, 110P and the applicable governmental authority to perform and complete such portion of the Shared Utilities.
- C. The Constructing Party, or the Non-Constructing Party if the Non-Constructing Party elects to undertake completion of the Shared Utilities as provided above, shall be (i) obligated and entitled to use the Approved Plans, and (ii) obligated and entitled to use the (A) approved bids and executed work contracts for the Shared Utilities, and (B) and any contractors previously engaged pursuant to the work contracts for the Shared Utilities, provided that the Non-Constructing Party shall not be obligated to use any contractors who are in default under their respective contracts for the Shared Utilities.

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D. The term "**Shared Utility Costs**" shall mean all out-of-pocket costs, expenses and fees incurred and paid to unrelated third parties in connection with the design, construction, completion and dedication of Shared Utilities, including, without limitation, all (i) engineering costs and fees, (ii) material, labor and related services costs and expenses, (iii) permits, licenses and inspection fees and expenses, and other charges and fees of any applicable governmental authorities, and (iv) all other amounts paid pursuant to construction contracts for the Shared Utilities.

(1) During periods of construction of the Shared Utilities for which the Constructing Party will be seeking reimbursement, the Constructing Party shall deliver to the Non-Constructing Party monthly funding summaries (each, a "Utility Costs Funding Summary") reflecting the total costs incurred by the Constructing Party since the last Utility Costs Funding Summary submitted by the Constructing Party for the Shared Utilities. The Utility Costs Funding Summary shall be accompanied by (i) invoices or other documents supporting the amounts set forth in the Utility Costs Funding Summary, and (ii) executed and recordable partial lien releases from all parties receiving payment from the preceding Utility Costs Funding Summary.

(2) If the Non-Constructing Party reasonably and in good faith determines that such Utility Costs Funding Summary and/or invoices reflect any costs or expenses which are not legitimate Shared Utility Costs, the Non-Constructing Party may object to such objectionable Shared Utility Costs by delivering written notice to the Constructing Party within ten (10) days after receipt of the Utility Costs Funding Summary. If the Non-Constructing Party fails to deliver to the Constructing Party a written objection notice within such ten (10) day period, the Non-Constructing Party shall be deemed to have approved such Utility Costs Funding Summary and the Shared Utility Costs reflected in such Utility Costs Funding Summary.

(3) If the Non-Constructing Party reasonably and in good faith objects to any Shared Utility Costs on a particular Utility Costs Funding Summary within such ten (10) day period, the parties shall use good faith efforts to resolve such objections within ten (10) days of receipt of the Non-Constructing Party's written objection notice, failing which the Constructing Party's engineer shall resolve such dispute, the parties agreeing that the decision of the Constructing Party's engineer shall be final and binding on the parties.

(4) The Non-Constructing Party shall reimburse the Constructing Party for the amount of the Non-Constructing Party's Prorata Share of the Shared Utilities Costs incurred by the Constructing Party in connection with performing the applicable work and completing and dedicating the Shared Utilities within thirty (30) days after the receipt of an approved Utility Costs Funding Summary. Notwithstanding the foregoing, in lieu of paying such sums to the Constructing Party within thirty (30) days after the receipt of an approved Utility Costs Funding Summary, the Non-Constructing Party may delay such payment until the earlier of (i) five (5) years after

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the substantial completion of the Shared Utilities (including acceptance of the Shared Utilities which are to be dedicated to a governmental authority), or (ii) the date the Non-Constructing Party commences utilizing any portion of the Shared Utilities, as evidenced by the such Non-Constructing Party recording a final plat in the Real Property Records of Collin County, Texas, for any improvements utilizing any portion of the Shared Utilities. In the event that the Non-Constructing Party chooses to delay payment of its Prorata Share of the Shared Utility Costs as provided in (i) or (ii) herein above, then the Non-Constructing Party Prorata Share of the Shared Utility Costs shall bear interest at the rate of eight percent (8%) per annum, simple interest, commencing on the date of each applicable approved Utility Costs Funding Summary.

3. **Roadway Improvements.** The term "**ROW Improvement Area**" shall mean the eighty (80) foot wide strips of land situated on the MSW Tract and the 110P Tract in the approximate locations described and/or depicted on Exhibit "C" attached hereto and incorporated herein by reference. The exact location of the ROW Improvement Area shall be approved by the applicable governmental authorities. The term "**Roadway Improvements**" shall mean the roadway to be constructed in the ROW Improvement Area and the related improvements and appurtenances.

- A. Subject to the provisions of this Agreement, either party may construct or cause to be constructed the Roadway Improvements in the ROW Improvement Area. The process, procedure and methodology for approving the plans and specifications for the Roadway Improvements (the "Roadway Plans and Specifications") and the estimated costs (the "Roadway Costs") to be incurred in connection with the construction of the Roadway Improvements shall be the same as the Plans and Specifications for the Shared Utilities set forth in Section 2 above and shall be approved by the applicable governmental authorities. The Roadway Plans and Specifications for the Roadway Improvements, as approved or deemed approved by the parties and all applicable governmental authorities, are hereinafter referred to as the "Approved Roadway Plans" and the Roadway Costs for the Roadway Improvements, as approved or deemed approved by the parties as provided above, are hereinafter referred to as the "Approved Roadway Costs."
- B. Other than as herein provided, the Constructing Party shall be responsible for completing the construction of the Roadway Improvements as set forth herein in substantial accordance with the Approved Roadway Plans and for the Approved Roadway Costs. However, in the event (i) the Constructing Party has not commenced the construction of the Roadway Improvements on or before the date the Non-Constructing Party commences development of any portion of its tract, or (ii) the Constructing Party has not completed or is not reasonably expected to complete the Roadway Improvements prior to the date that the Non-Constructing Party is expected to complete the development of any portion of its tract, then the Non-Constructing Party shall have the right, but not the obligation, to undertake completion of the Roadway Improvements for the account and on behalf of the parties in accordance

with the terms of this Development Agreement. Notwithstanding the foregoing, in the event that any applicable governmental authority requires that a third party perform and complete any portion of the Roadway Improvements, then the parties shall cooperate with each other and the applicable governmental authority to designate a third-party mutually acceptable to MSW, 110P and the applicable governmental authority to perform and complete such portion of the Roadway Improvements.

- C. The Constructing Party, or the Non-Constructing Party if the Non-Constructing Party elects to undertake completion of the Roadway Improvements as provided above, shall be (i) obligated and entitled to use the Approved Roadway Plans, and (ii) obligated and entitled to use the (A) approved bids and executed work contracts for the Roadway Improvements, and (B) and any contractors previously engaged pursuant to the work contracts for the Roadway Improvements, provided that the Non-Constructing Party shall not be obligated to use any contractors who are in default under their respective contracts for the Roadway Improvements.
- D. Upon completion, inspection and acceptance by the appropriate governmental authorities, (i) the Roadway Improvements and applicable portions of the ROW Improvements Area will be conveyed and/or dedicated to the appropriate governmental authorities, free of liens or other monetary encumbrances, and shall become a part of such governmental authorities' roadway and/or systems, as applicable, and (ii) thereafter the appropriate governmental authorities shall be responsible for maintenance and repair of the Roadway Improvements and dedicated portions of the ROW Improvements Area. Upon such conveyance, a complete set of as-built construction drawings shall be provided to the applicable governmental authorities.
- E. The parties shall cooperate fully with each other to provide such documentation as may reasonably be required by the other party and/or the governmental authorities so that the Roadway Improvements costs are eligible for reimbursement from the proceeds of bonds and/or from other funds generated from other revenues or sources of the applicable governmental authorities or otherwise.

F. **Payment of the Roadway Improvement Costs.**

(1) MSW shall be responsible for one hundred percent (100%) of the Roadway Costs. The term "**Roadway Costs**" shall mean all out-of-pocket costs, expenses and fees incurred and paid to unrelated third parties in connection with the design, construction, and completion of the Roadway Improvements and the dedication thereof, including, without limitation, all (i) engineering costs and fees, (ii) material, labor and related services costs and expenses, (iii) permits, licenses and inspection fees and expenses, and other charges and fees of any applicable governmental authorities, and (iv) all other amounts paid pursuant to construction contracts for the Roadway Improvements.

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(2) In the event 110P elects to construct the Roadway Improvements before MSW begins construction thereof, then MSW shall reimburse 110P for the amount incurred by 110P in connection with performing the applicable work and completing and dedicating the Roadway Improvements within thirty (30) days after the receipt of an approved Roadway Costs Funding Summary. A Roadway Costs Funding Summary for the Roadway Improvements shall mean a periodic funding summaries (each, a "Roadway Costs Funding Summary") accompanied by (i) invoices or other documents supporting the amounts set forth in the Roadway Costs Funding Summary reflecting the total costs incurred by 110P since the last Roadway Costs Funding Summary submitted by 110P for the Roadway Improvements and (ii) executed and recordable partial lien releases from all parties receiving payment from the preceding Roadway Costs Funding Summary. Notwithstanding the foregoing, in lieu of paying such sums to 110P within thirty (30) days after the receipt of an approved Roadway Costs Funding Summary, MSW may delay such payment until the earlier of (i) one (1) year after the substantial completion of the Roadway Improvements (including acceptance of the Roadway Improvements which are to be dedicated to a governmental authority), or (ii) the date MSW commences utilizing the Roadway Improvements, as evidenced by MSW recording a final plat in the Real Property Records of Collin County, Texas, for any portion of its tract. In the event MSW chooses to delay payment as provided in (i) or (ii) herein above, then MSW costs shall bear interest at the rate of eight percent (8%) per annum, simple interest, commencing on the date of each applicable approved Roadway Costs Funding Summary.

(3) Notwithstanding anything contained herein to the contrary, in the event 110P elects to construct the Roadway Improvements, (i) MSW shall have the right to approve, in writing, all contractors and all contracts for the construction of the Roadway Improvements and the materials used therein, and (ii) the Roadway Improvements shall be constructed in accordance with the Roadway Plans and Specifications approved by the parties in accordance with Section 3A above and approved by all applicable governmental authorities.

4. **Remedies.** MSW and 110P each agree that the duties and obligations of each of MSW and 110P under this Development Agreement shall be enforceable by all legal/available rights and remedies, including, without limitation, specific performance.

5. **Running with the Land.** MSW and 110P each agree that the duties and obligations of each of MSW and 110P under this Development Agreement shall be covenants running with the land which shall be binding upon MSW and 110P and their successors and assigns and all subsequent owners of all or any portion of the MSW Tract and the 110P Tract. MSW and 110P each agree that this Development Agreement shall be recorded in the Real Property Records of Collin County, Texas, so that all parties are put on notice of this Development Agreement and the duties and obligations of the owners of the MSW Tract and the 110P Tract contained herein.

6. **Applicable Law.** This Development Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7. **Severability.** The invalidity, illegality or unenforceability of any provision of this Development Agreement pursuant to judicial decree shall not affect the validity or enforceability of any other provision of this Development Agreement, all of which shall remain in full force and effect.

8. **Attorneys' Fees.** If any party to this Development Agreement employs an attorney to enforce or defend the rights of such party under this Development Agreement in a judicial proceeding, the prevailing party in such judicial proceeding shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

9. **Exhibits.** All exhibits to this Development Agreement are incorporated into this Development Agreement for all purposes wherever reference is made to the same.

10. **Captions.** All captions to the paragraphs of this Development Agreement are inserted for convenience only and are not to be considered in the construction or interpretation of this Development Agreement.

11. **Counterparts.** This Development Agreement may be executed in multiple counterparts, all of which shall constitute one and the same agreement.

12. **Entire Agreement; Amendment and Waiver.** This Development Agreement contains the complete and entire understanding of the parties with respect to the matters covered, and no change or amendment shall be valid unless such change or executed by the parties to this Development Agreement and a copy of the executed amendment is recorded in the Real Property Records of Collin County, Texas. No specific waiver or forbearance for any breach of any of the terms of this Development Agreement shall be considered as a general waiver of that or any other term of this Development Agreement.

13. **Mortgage Subordination.** Any mortgage, deed of trust or similar instrument affecting any portion of either the MSW Tract or the 110P Tract shall at all times be subject and subordinate to the terms of this Development Agreement, and any mortgagee foreclosing any such mortgage, deed of trust or similar instrument, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Development Agreement. Each party to this Development Agreement hereby represents and warrants to the other party that it is the fee simple owner of its respective tract, that such party has full power and authority to enter into this Development Agreement without the consent of any other party (unless such consent has been obtained), and that each such party has obtained the consent of any party having a lien on its tract (other than any lien for nondelinquent ad valorem taxes and assessments) and each such lienholder has executed a Lender Consent and Subordination in the form attached to this Development Agreement.

14. **Notices.** Any notice required to be given or to be served upon any party hereunder must be in writing, may be delivered by certified mail and shall be deemed to have been given and received two days after a certified letter, return receipt requested, containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given otherwise than by certified mail, it shall be deemed to have been given when delivered to or received by the party to whom addressed. Such notices shall be given to the parties hereto at the following addresses:

If to 110P: 1221 N. Interstate 35E, Suite 200
Carrollton, Texas 75006
Attn: Mehrdad Moayedi and Robert Murray

If to MSW: 1660 S. Stemmons Freeway, Suite 100
Lewisville, Texas 75067
Attn: KRISTIAN TELESKI and Joe Drysdale

Any party hereto may at any time, by giving written notice by certified mail to the other party hereto, designate any other address in substitution of the foregoing address to which such notices shall be given.

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The parties have executed this Development Agreement on the date of each party's acknowledgment, but this Development Agreement is dated and made effective for all purposes as of the Effective Date.

MSW PROSPER 380, LP,
a Texas limited partnership

By: MSW PROSPER GP, LLC,
a Texas limited liability company
- General Partner

By: MATTHEWS HOLDINGS SOUTHWEST, INC.,
a Texas corporation – Manager

By: Kristian T. Teleki
Kristian T. Teleki,
Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

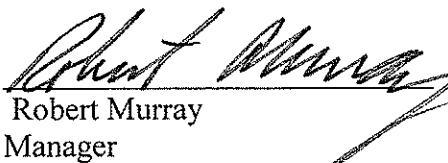
This instrument was acknowledged before me on Jan 11, 2013, by KRISTIAN T. TELEKI, Senior Vice President of MATTHEWS HOLDINGS SOUTHWEST, INC., a Texas corporation and the Manager of MSW PROSPER GP, LLC, a Texas limited liability company and the general partner of MSW PROSPER 380, LP, a Texas limited partnership, on behalf of said entities.



Michelle Hunt
Notary Public in and for the State of Texas

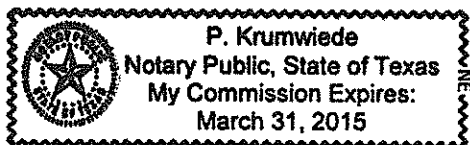
110 PROSPER PROPERTY, LP
a Texas limited partnership


By: Lucas Real Estate, LLC, a Texas limited liability company, Its general partner

By: 
Name: Robert Murray
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Jan 11th, 2013, by Robert Murray, manager of Lucas Real Estate, LLC, the general partner of 110 PROSPER PROPERTY, LP, a Texas limited partnership, on behalf of said limited partnership.




Notary Public in and for the State of Texas

LENDER CONSENT AND SUBORDINATION

The undersigned, Liberty Banks Life Insurance Company (the "Lender"), as beneficiary under those certain notes listed below, affecting one of the properties identified in this Development Agreement recorded as follows:

Deeds of Trust recorded on December 18, 2009 at Instrument No. 20091221001518080 and recorded on December 21, 2009, at Instrument No. 20091221001521370 of the Real Property Records of Collin County, Texas.

(the "Deed of Trust"), hereby approves and consents to the terms, conditions, and provisions in that certain Development Agreement to which this Lender Consent and Subordination is attached, and hereby subordinates any rights, titles, security interests and liens held by Lender, including the lien of the Deed of Trust, to the Development Agreement and further agrees not to unreasonably withhold, condition or delay consent to any request for consent and subordination to any easement granted pursuant to the terms of the Development Agreement.

IN WITNESS WHEREOF, this Lender Consent and Subordination has been signed, sealed and delivered by Lender this 11th day of January, 2013.

Liberty Bankers Life Insurance Company
an Oklahoma life insurance company

By: [Signature]
Name: Brandon A. Phillips
Its: President / CEO

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on this 11th day of January, 2013, by Brandon A. Phillips the President / CEO of Liberty Bankers Life Insurance Company, on behalf of said company.

[SEAL]

[Signature]
Notary Public - State of Texas

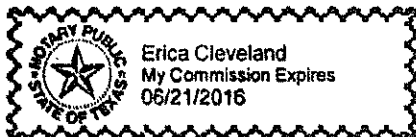


EXHIBIT A

Legal Description of the MSW Tract

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, City of Prosper, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to 110 Prosper Property, L.P. according to the deeds recorded in Document Numbers 20091218001516510 (herein referred to as "Tract A") and 20091221001521410 (herein referred to as "Tract B") of the Deed Records, Collin County, Texas (DRCCT), the subject tract being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod found on the north line of U.S. Highway 380 for the southwest corner of Tract A, said rod being the southeast corner of that certain tract described in deed to Prosper Partners, LP, recorded in Document Number 20080303000247320 DRCCT;

THENCE N 00° 26' 20" E, 1144.83 feet along the common line thereof to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set, from which a 3/4" iron pipe found for the northeast corner of said Prosper Partners tract and an inset corner of Tract A bears N 00° 26' 20" E, 1414.82 feet;

THENCE N 89° 56' 56" E, 1140.81 feet departing said line, passing the common line between Tracts A and B, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set on the east line of Tract B and being on the west line of that certain tract described in deed to Y-C Nurseries, Inc., recorded in Document Number 20090825001068300 DRCCT, from said rod a 3/4" iron pipe found for the northwest corner of said Y-C Nurseries tract bears N 00° 10' 04" E, 438.93 feet;

THENCE S 00° 10' 04" W, 295.15 feet along the common line thereof to the southwest corner of said Y-C Nurseries tract, and for the northwest corner of that certain tract described in deed to Five SAC Self-Storage Corporation, recorded in Volume 4762, Page 1011 DRCCT;

THENCE S 00° 10' 33" W, 844.65 feet along the common line thereof, to a 1/2" capped iron rod found on the north line of U.S. Highway 380 for the common corner thereof;

THENCE along the north line of U.S. Highway 380, the following courses:

S 89° 56' 56" W, 395.06 feet;

S 87° 05' 11" W, 100.12 feet;

And S 89° 56' 56" W, 651.07 feet to the PLACE OF BEGINNING with the subject tract containing 1,306,810 square feet or 30.000 acres of land.

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EXHIBIT B

Legal Description of the 110P Tract

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, City of Prosper, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to 110 Prosper Property, L.P. according to the deeds recorded in Document Numbers 20091218001516510 (herein referred to as "Tract A") and 20091221001521410 (herein referred to as "Tract B") of the Deed Records, Collin County, Texas (DRCCT), the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set on the lower west line of Tract A and on the east line of that certain tract described in deed to Prosper Partners, LP, recorded in Document Number 20080303000247320 DRCCT, from said rod a 1/2" capped iron rod found on the north line of U.S. Highway 380 for the southwest corner of Tract A and the southeast corner of said Prosper Partners tract bears S 00°26'20" W, 1144.83 feet;

THENCE N 00°26'20" E, 1414.82 feet along the common line thereof to a 3/4" iron pipe found for the common corner thereof;

THENCE N 89°25'08" W, 426.27 feet continuing along the common line thereof to a 1/2" capped iron rod found for the southeast corner of that certain tract described as Parcel I in deed to Blue Star Allen Land, L.P., recorded in Document Number 20110630000676920 DRCCT;

THENCE N 00°05'38" E, 1241.69 feet along the common line thereof to a 1/2" iron rod found for the southwest corner of that certain tract described in deed to James B. Bell, Jr., and wife, Peggy M. Bell, recorded in Volume 5988, Page 3863 DRCCT;

THENCE N 89°27'14" E, 1529.41 feet along the common line thereof to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set on the upper west line of that certain tract described in deed to William R. Weinberg, Esquire, the Trustee for M.A.H.G. Partnership, recorded in Document Number 20100601000545080 DRCCT;

THENCE along the common line thereof, the following courses:

S 00°13'08" W, 1260.83 feet to a 1/2" iron rod with a plastic cap stamped "JBI" found;

S 89°32'42" E, 38.04 feet to a 1/2" iron rod found;

S 00°28'11" W, 335.89 feet to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

And S 00°23'22" W, 638.44 feet to a 3/4" iron pipe found for the northwest corner of that certain tract described in deed to Y-C Nurseries, Inc., recorded in Document Number 20090825001068300 DRCCT;

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THENCE S 00°10'04" W, 438.93 feet along the common line thereof to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE S 89°56'56" W, 1140.81 feet departing said line, to the PLACE OF BEGINNING with the subject tract containing 3,524,620 square feet or 80.914 acres of land.

EXHIBIT C

Location of Roadway Improvements



EXHIBIT D

Location of Wastewater/Sewer Lines

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EXHIBIT E

Location of Water Lines

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