MASTER DEVELOPMENT AGREEMENT FOR

THE GATE

Between

CITY OF FRISCO,
FRISCO ECONOMIC DEVELOPMENT CORPORATION,
FRISCO COMMUNITY DEVELOPMENT CORPORATION
and

IGO-USA LP and IGO-FRISCO 1 LLC

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MASTER DEVELOPMENT AGREEMENT FOR THE GATE

THIS MASTER DEVELOPMENT AGREEMENT FOR THE GATE (this "Agreement") is entered into as of this _____ day of June, 2016 ("Effective Date"), by and between the CITY OF FRISCO, TEXAS, a municipal corporation of the State of Texas and a home rule city ("City"), FRISCO ECONOMIC DEVELOPMENT CORPORATION (the "FEDC"), FRISCO COMMUNITY DEVELOPMENT CORPORATION (the "FCDC", which together with the City and the FEDC are called the "Public Entities"), and IGO-USA LP, a Texas limited partnership (authorized to conduct business in Texas) and IGO-FRISCO 1 LLC, a Texas limited liability company, (individually and collectively, as applicable, "Developer"). City, FCDC, FEDC and Developer are sometimes referred to herein collectively as the ("Parties") or singularly as a ("Party").

A. The Developer owns a certain tract of property located within the corporate limits of the City of Frisco, Texas, consisting of approximately 41 acres, located at the northwest corner of future John Hickman Parkway and the Dallas North Tollway and further described in attached Exhibit "A" (the "Property") and to be known as The Gate.

B. The Developer proposes to develop a master-planned, mixed-use project including retail, entertainment, hotel, restaurant, medical, educational, office and residential development on the Property as more fully described and conceptually shown in the PD zoning ordinance approved by the City on August 18, 2015 as Ordinance No. 15-08-57 (the "Project")

C. The Developer has requested financial assistance from the FCDC and FEDC to plan and construct certain infrastructure improvements to assist in the development of the Project, as well as a general economic development grant from the City and/or an entity created by the City to incent economic and commercial activity within the Property.

D. The FCDC and FEDC each propose an economic development grant to provide funding for expenditures that are found by the City, FCDC and FEDC to be required or suitable for infrastructure necessary to promote new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, internet and telecommunication facilities, and related improvements (the "Qualified Infrastructure") on the terms and subject to the conditions set forth below.

E. The Public Entities and Developer now desire to set forth the definitive terms and conditions governing the development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.
CITY ECONOMIC DEVELOPMENT GRANT

1.1 City Sales Tax Grant. The City shall provide to Developer an economic development grant under the provisions of Chapter 380 of the Texas Local Government Code to promote business and commercial activity on the Property (the "City Sales Tax Grant") payable quarterly to the Developer in an amount equal to one-half of the City's share of the retail sales tax revenue (one-half of one percent of taxable sales) generated by the retail and commercial development on the Property and received by the City from the Comptroller's Office of the State of Texas (the "City Sales Tax") beginning January 1, 2020 and terminating on December 31, 2044 (the "Grant Term"), subject, however, to the limitations imposed by Section 5.2 hereof. Developer and City shall work together to obtain the information from the Comptroller's Office required to calculate the City Sales Tax Grant.

1.2 Maximum City Sales Tax Grant. The amount of the City Sales Tax Grant shall not exceed Twenty Five Million Dollars ($25,000,000.00); provided, however, in the event Developer has received Twenty Five Million Dollars ($25,000,000.00) in City Sales Tax Grant prior to the end of the Grant Term, but has not received the maximum amount of the City Ad Valorem Tax Grant, the City Sales Tax Grant shall continue until the earlier of (i) the end of the Grant Term, or (ii) until the Developer has received from the City Sales Tax Grant and the City Ad Valorem Tax Grant (the City Sales Tax Grant and the City Ad Valorem Tax Grant being hereinafter referred to as the "City Grants") a combined total of Seventy Six Million Dollars ($76,000,000.00), subject, however, to the limitation imposed by Section 5.2 hereof.

1.3 City Sales Tax Grant Limited to Grant Term. In the event the Developer does not receive the maximum amount of the City Sales Tax Grant proposed herein during the Grant Term, the City shall have no obligation to make any further grant payments to the Developer after the Grant Term has expired. Developer's right to payment of the City's Sales Tax Grant shall be further subject to the Performance Requirements set forth in Article IV below.

1.4 City Ad Valorem Tax Grant. The City shall provide to Developer an economic development grant under the provisions of Chapter 380 of the Texas Local Government Code to promote business and commercial activity on the Property (the "City Ad Valorem Tax Grant") payable annually to the Developer in an amount equal to fifty percent (50%) of the City's ad valorem taxes, including real and business personal property taxes, actually collected from that portion of the Property dedicated to a mixed use development of retail, commercial, hotel, multi-family, medical, educational and office (the "Mixed Use Development") which are allocated to the value of the real property and all improvements (including business personal property) located within the Mixed Use Development in excess of the value of the real property and improvements (including business personal property) located within the Mixed Use Development as of January 1, 2019 (the "City's Tax Increment"), hereinafter call the "City Ad Valorem Tax Revenue", beginning January 1, 2020 and terminating on December 31, 2044 (the "Grant Term"), subject, however, to the limitations imposed by Section 5.2 hereof and potential reductions set forth in Section 1.6 hereof.

1.5 Maximum City Ad Valorem Tax Grant. The amount of the City Ad Valorem Tax Grant shall not exceed Fifty One Million Dollars ($51,000,000.00); provided, however, in the

event Developer has received Fifty One Million Dollars ($51,000,000.00) in the City Ad Valorem Tax Grant prior to the end of the Grant Term, but has not received the maximum amount of the City Sales Tax Grant, the City Ad Valorem Tax Grant shall continue until the earlier of (i) the end of the Grant Term, or (ii) until the Developer has received from the City Grants a combined total of Seventy Six Million Dollars ($76,000,000.00); subject, however, to the limitations imposed by Section 5.2 hereof and potential reductions set forth in Section 1.6 hereof.

1.6 Reduction in City Ad Valorem Tax Grant. In the event the Developer requests and the City, in its sole discretion, enters into one or more incentive programs involving ad valorem tax reimbursement or abatement for commercial projects located within the Property, the City shall receive a credit against its obligation to pay the Developer the City Ad Valorem Tax Grant in an amount equal to, and at the time of, the City's payment of any ad valorem tax reimbursement or abatement under such incentive program(s).

1.7 City Ad Valorem Tax Grant Limited to Grant Term. In the event the Developer does not receive the maximum amount of the City Ad Valorem Tax Grant proposed herein during the Grant Term, the City shall have no obligation to make any further grant payments to the Developer after the Grant Term has expired. Developer's right to payment of the City's Ad Valorem Tax Grant shall be further subject to the Performance Requirements set forth in Article IV below.

ARTICLE II.
ALTERNATE CITY TAX INCREMENT REINVESTMENT ZONE GRANT

2.1 TIRZ Creation. As an alternative to the City Ad Valorem Tax Grant provided in Section 1.4 above, the City, in its sole and absolute discretion, may create a tax increment reinvestment zone (the "TIRZ") for that portion of the Property dedicated to a mixed use development that includes retail, commercial, multi-family, medical, educational and office and dedicate to that TIRZ fifty percent (50%) of the City's Tax Increment actually collected within the TIRZ (the "TIRZ Revenue").

2.2 TIRZ Grant. If formed, the City will cause the TIRZ to provide an annual grant in favor of Developer for the public purpose of developing and diversifying the economy of the TIRZ (the "TIRZ Grant"), which TIRZ Grant will be lieu of the City Ad Valorem Tax Grant. The TIRZ Grant will pay to the Developer from the TIRZ Revenues an amount up to the difference between the total amount of City Ad Valorem Tax Grant received by the Developer and Fifty One Million Dollars ($51,000,000.00) of the TIRZ Revenues under the TIRZ Grant, less those required for administrative expenses, over a period commencing on the date of the establishment of the TIRZ and ending December 31, 2044 (the "TIRZ Term"); subject, however, to the limitations imposed by Section 5.2 hereof and potential reductions set forth in Section 2.4 hereof. In the event the City creates the TIRZ and the Developer receives the TIRZ Grant, the City's obligation to fund the City Ad Valorem Tax Grant shall automatically terminate and the Developer shall thereafter look solely to the TIRZ Revenue in lieu thereof.

2.3 Maximum TIRZ Grant. In the event the Developer receives the maximum amount of the TIRZ Grant set forth in Section 2.2 above prior to the expiration of the TIRZ

Term, the TIRZ Grant shall continue until the earlier of (i) the end of the TIRZ Term or (ii) until the Developer has received from the TIRZ Grant, the City Ad Valorem Tax Grant and the City Sales Tax Grant a combined total of Seventy Six Million Dollars ($76,000,000.00).

2.4 Reduction in TIRZ Grant. In the event the Developer requests and the City, in its sole discretion, enters into one or more incentive programs involving ad valorem tax reimbursement or abatement for commercial projects located within the Property, the City shall receive a credit against its obligation to pay the Developer the TIRZ Grant in an amount equal to, and at the time of, the City's payment of any ad valorem tax reimbursement or TIRZ Grant or abatement under such incentive program(s). There shall be a separate letter agreement with the Developer in which current projects are identified by their code name which have received incentive proposals from the City which if located in the Project will be subject to the provisions of this section.

2.5 Termination of TIRZ Grant. The TIRZ Grant shall terminate if there is an Event of Default by Developer under the Agreement.

ARTICLE III.
FRISCO COMMUNITY DEVELOPMENT CORPORATION (FCDC) AND FRISCO ECONOMIC DEVELOPMENT CORPORATION (FEDC) ECONOMIC DEVELOPMENT GRANT

3.1 FCDC Sales Tax Grant for Qualified Infrastructure. The FCDC agrees subject to compliance with statutory requirements to provide to Developer through a performance agreement an economic development grant (the "FCDC Sales Tax Grant") payable quarterly to the Developer in an amount equal to one-half of the FCDC's share of the retail sales tax revenue (one-fourth of one percent) generated by the retail/commercial development on the Property and received by the City from the Comptroller's Office of the State of Texas (the "FCDC Sales Tax") beginning January 1, 2020 and terminating on December 31, 2044 (the "FCDC Grant Term"). The amount of the FCDC Sales Tax Grant provided herein shall not exceed the lesser of (i) one-half of the actual cost of the Qualified Infrastructure (the "FCDC Qualified Infrastructure Costs") or (ii) Thirteen Million Dollars ($13,000,000.00); provided, however, should Developer not receive the maximum amount of the FCDC Sales Tax Grant provided herein during the FCDC Grant Term, the FCDC shall have no obligation to pay to Developer any portion of the FCDC Sales Tax Grant relating to sales generated after the FCDC Grant Term has expired. Developer's right to payment of the FCDC Sales Tax Grant shall be further subject to the Performance Requirements set forth in Article IV below.

3.2 FEDC Sales Tax Grant for Qualified Infrastructure. The FEDC agrees, subject to compliance with statutory requirements, to provide to Developer through a performance agreement an economic development grant (the "FEDC Sales Tax Grant") payable quarterly to the Developer in an amount equal to one-half of the FEDC's share of the retail sales tax revenue (one-fourth of one percent) generated by the retail/commercial development on the Property and received by the City from the Comptroller's Office of the State of Texas (the "FEDC Sales Tax") beginning January 1, 2020 and terminating on December 31, 2044 (the "FEDC Grant Term"). The amount of the FEDC Sales Tax Grant provided herein shall not exceed the lesser of (i) one-half of the actual cost of the Qualified Infrastructure (the "FEDC Qualified Infrastructure Costs")

or (ii) Thirteen Million Dollars ($13,000,000.00); provided, however, should Developer not receive the maximum amount of the FEDC Sales Tax Grant provided herein during the FEDC Grant Term, the FEDC shall have no obligation to pay to Developer any portion of the FEDC Sales Tax Grant relating to sales generated after the FEDC Grant Term has expired. Developer's right to payment of the FEDC Sales Tax Grant shall be further subject to reduction as provided in Section 3.3 below and the Performance Requirements set forth in Article IV below.

3.3 FEDC Grant for Storm Drainage Control Feature. In addition, the FEDC agrees to provide an additional Qualified Infrastructure reimbursement grant (the "FEDC SDCF Grant") payable to the Developer as reimbursement for funds expended by Developer in the construction of a large central water feature and adjacent public pedestrian and bicycle path to be located between the townhomes and Buildings 5 and 6 (depicted on the Building Use Plan of Ordinance No. 15-08-57) to provide storm water drainage control (the "Drainage Feature") in an amount equal to the lesser of the (i) actual cost of constructing the Drainage Feature or (ii) One Million Dollars ($1,000,000.00) upon completion and acceptance of the Drainage Feature by the City and the Developer obtaining a City Green Tag Shell Completion for one or more Class A office buildings on the Property with at least 200,000 gross square feet with structured or podium parking for at least eighty percent (80%) of the parking required therefor by the City codes and ordinances and a City permanent certificate(s) of occupancy for at least 150,000 gross square feet of retail, entertainment, hotel and/or restaurant uses on or before December 31, 2020.

ARTICLE IV.
DEVELOPER'S PERFORMANCE REQUIREMENTS FOR ECONOMIC GRANTS

4.1 Performance Requirements. The Developer shall meet the following minimum performance requirements (collectively, the "Performance Requirements") to qualify for the City Grants and the TIRZ Grant, if applicable, and the FCDC Sales Tax Grant and FEDC Sales Tax Grant based on verification of performance documentation submitted by the Developer and reasonably acceptable to the City, FCDC and FEDC, as the case may be, in accordance with the terms and conditions specified in the Agreement.

4.2 Commercial Development Requirement. Developer or other owners or tenants within the Property shall obtain a City permanent certificate(s) of occupancy for at least One Hundred Fifty Thousand (150,000) gross square feet of retail, entertainment, hotel and/or restaurant uses on or before December 31, 2020.

4.3 Office Development Requirement. Developer or other owners or tenants within the Property shall obtain a City Green Tag Shell Completion for one or more Class A office buildings of at least eight (8) stories with a combined 200,000 gross square feet on or before December 31, 2020.

4.4 Public Dedication Requirement. Developer shall dedicate, at no cost to the City, all rights-of-ways and easements reasonably necessary for water, sewer, streets, public ways, thoroughfares and other public improvements on the Property.

4.5 Payment of Property Taxes. Developer shall pay by January 31st of each year ad valorem taxes due for that year owed by Developer on the Project.

4.6 Payment of Hotel Taxes. Developer shall pay monthly City hotel taxes dues for the previous monthly period owed by Developer on any hotels located on the Property.

4.7 Walkable Development. Developer shall cause the design and construction of the Project to be a walkable development with multiple restaurants that include indoor and outdoor patio dining along with outdoor water features. Developer will collaborate with the City on the design of the Project and the number of water features within the Property. The foregoing notwithstanding, in the event Developer sells one or more tracts within the Property to unrelated third parties who subsequently obtain City approval for the design and construction thereof that does not require walkable characteristics (the "Third Party Tracts"), Developer shall be relieved of its obligation under this Section 4.7 as to those Third Party Tracts.

4.8 Separated Contracts. Developer shall cause all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more for construction of the Qualified Infrastructure and/or improvements on the Property, in the case where the Developer is an owner, to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas.

4.9 Structured Parking Requirements. All commercial uses, including, but not limited to, retail, entertainment, restaurants, hotel, medical, educational and office space within the Property, shall meet the City's parking requirements; and, in addition, such parking shall consist individually and cumulatively of at least eighty percent (80%) structured or podium parking spaces on the Property . Any multi-family/urban living developments on the Property shall meet the City's parking requirements and each multi-family/urban living facility shall consist of at least ninety percent (90%) structured parking spaces.

4.10 Construction Quality. Each development within the Property will meet or exceed the base requirements for building materials and design standards specified in Planned Development Ordinance No. 15-08-57, Exhibit G, and shall be compliant to the development standards and exhibits specified with Planned Development Ordinance No. 15-08-57.

ARTICLE V.
CITY GRANTS REDUCTION

5.1 Structured Parking Spaces. The Developer proposes to construct at least four hundred twenty five (425) structured parking spaces for the retail, entertainment, office, hotel, and restaurant development on the Property, and each structured facility will include at least three (3) levels of structured parking in addition to the grade level parking (each, a "Structured Parking Space"). In the event the Developer, or other owners or tenants within the Property do not obtain permanent certificates of occupancy from the City for at least four hundred twenty five (425) structured parking spaces during the term of the Agreement, the combined amount of

City Grants will be reduced by Ten Thousand Dollars ($10,000) for each structured parking space less than the required four hundred twenty five (425) structured parking spaces.

5.2 Podium Parking Spaces. The Developer proposes to construct at least three thousand seven hundred four (3,704) podium parking spaces for the office development on the Property and each podium facility will include at least two (2) levels of podium parking constructed underground (each, a "Podium Parking Space"). The parking podium is a pedestal of structured parking (in this case 2 or more levels) designated to support multi-story buildings on top of the pedestal, subject to all fire regulations, travel distances, exit requirements and use separations, providing accessible, safe and well-lit parking. In the event the Developer, or other owners or tenants within the Property do not obtain City permanent certificates of occupancy for at least three thousand seven hundred four (3,704) Podium Parking Spaces during the term of the agreement, the City Grants will be reduced by Twenty Six Thousand Six Hundred Sixty Six Dollars ($26,666) for each Podium Parking Space less than the required three thousand seven hundred four (3,704) Podium Parking Spaces. Any Podium Parking Spaces in excess of the three thousand seven hundred four (3,704) shall count in calculating the four hundred twenty five (425) Structured Parking Spaces.

5.3 City Grants Paid as Parking Provided. Anything to the contrary contained in this Agreement notwithstanding, the cumulative Public Entities Grants (including any TIRZ Grant, if applicable) paid to the Developer shall never exceed an amount equal to the value of the number of Structured Parking Spaces built, as specified in Section 5.1 above, to that time multiplied by Ten Thousand Dollars ($10,000), plus an amount equal to the value of the number of Podium Parking Spaces built, as specified in Section 5.2 above, to that time multiplied by Twenty Six Thousand Six Hundred Sixty Six Dollars ($26,666).

ARTICLE VI.
MISCELLANEOUS

6.1 Defaults. A Party shall be in default if any of the following events ("Event of Default") shall occur:

(a) The failure of the part of the Party to pay an amount when due and owing under this Agreement and the continuation of such failure for ten (10) days after written notice has been provided in accordance with this Agreement; and

(b) Any other breach of any covenant or provision of this Agreement and such breach has not been cured within thirty (30) days from and after the date of written notice of such breach is given; provided, however, such Event of Default shall not exist if the defaulting Party shall have commenced to remove or cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach.

6.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, the non-defaulting Party shall have all remedies available to it at law or in equity, including without limitation termination, injunction and specific performance.

6.3 Further Agreements. The Parties hereto agree to use their good faith efforts to complete and execute, as soon as practicable following the date hereof, all agreements or other

documents necessary appropriate or desirable to carry out the transactions contemplated hereby specifically including the agreements described on the attached Exhibits

6.4 Notices. Any notices or other communications required or desired to be given to the other Parties hereto shall be given in writing and delivered by a reputable independent courier service providing proof of delivery, a reputable overnight courier, or if mailed certified first class mail to the following addresses:

To: City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034
Attention: City Manager

With copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attention: Robert Roeder

To: IGO-USA LP and IGO-Frisco 1 LLC
2595 Dallas Parkway, Suite 470
Frisco, Texas 75034
Attention: Anas A. Kozbari

With a copy to:

Scheef & Stone, L.L.P.
2600 Network Blvd., Suite 400
Frisco, Texas 75034
Attention: John E. Bloomer

6.5 Governing Law and Venue. This Agreement shall be interpreted and the rights of the Parties hereto determined in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereto, and venue shall be in State District Court in Collin County, Texas,

6.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned (except to in whole or in part the affiliates of Developer, respectively) without the prior written consent of the other Parties hereto. An assignment by Developer to an affiliate requires notice to, but not consent from, the Public Entities.

6.7 Entire Agreement. This Agreement (including the Exhibits hereto) and the other agreements and documents referenced herein constitute the full and entire understanding and agreement of the Parties hereto with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous agreement or understanding among the Parties.

6.8 Amendment. This Agreement may not be amended or terminated without the written consent of the Parties hereto.

6.9 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

6.10 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.11 Third-Party Beneficiaries. The Parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual other than the Parties hereto and their respective successors and permitted assigns.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

6.13 Headings. The headings of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

6.14 Draftsmanship. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

6.15 Force Majeure. The time frames contained in this Agreement shall be extended for any delays caused by Force Majeure. For the purposes of this Agreement, the term "Force Majeure" shall mean and refer to (i) labor disputes, strikes, lockouts, action of labor unions; (ii) inability after expending reasonable efforts to procure or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course on the open market; (iii) fire, earthquake, floods, explosion, actions of the elements, severe and adverse weather conditions, act of God; (iv) war, invasion, riots, insurrections, civil commotion, mob violence, sabotage, act of the public enemy, terrorist acts; (v) condemnation, requisition, moratorium, unusual delay in transportation, unforeseeable acts or failures to act by any governmental entity or their respective agents or employees, (excepting the City), unforeseeable governmental restrictions, regulations or controls; or (vi) other causes beyond the reasonable control of Developer after the exercise of due diligence. Force majeure shall not include delays caused by Developer's lack of, or inability to obtain funds.

6.16 Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any rights, power or remedy inuring to any Party upon any breach or default of any Party under this Agreement shall impair any such right, power or remedy of such Party not shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any breach of default theretofore or

thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the Parties shall be cumulative and not alternative.

6.17 Approvals. This Agreement, including all exhibits attached hereto, is expressly contingent upon the approval hereof by the Parties, which approval is evidenced by each such entities' signature hereto.

6.18 Undocumented Workers. Under the requirements and penalties of Chapter 2264 of the Texas Government Code, the Developer must submit the required certification that it will not and will not knowingly employ an undocumented worker.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the Effective Date.

IGO – USA LP,
a Texas limited partnership

By: IGO – USA GP LLC,
a Texas limited liability company,
its General Partner

By: IGO – USA NV LLC,
a Delaware limited liability company,
its Manager

By: _____
Anas A. Kozbari, Manager

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of May, 2016 by Anas A. Kozbari, Manager of IGO – USA NV LLC, a Delaware limited liability company, Manager of IGO – USA GP LLC, a Texas limited liability company, General Partner of IGO – USA LP, a Texas limited partnership, on behalf of said limited partnership.

Susanne Golding
Notary ID# 5195068
My Commission Expires
June 18, 2019

_____
Notary Public, State of Texas

[*Signatures and Notary acknowledgements continue on the following pages.*]

IGO – FRISCO 1 LLC,
a Texas limited liability company

By: IGO – USA LP,
a Texas limited partnership
its Manager

By: IGO – USA GP LLC,
a Texas limited liability company,
its General Partner

By: IGO – USA NV LLC,
a Delaware limited liability company,
its Manager

By: _____
Anas A. Kozbari, Manager

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of May, 2016 by Anas A. Kozbari, Manager of IGO – USA NV LLC, a Delaware limited liability company, Manager of IGO – USA GP LLC, a Texas limited liability company, General Partner of IGO – USA LP, a Texas limited partnership, Manager of IGO – FRISCO 1 LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC STATE OF TEXAS
Susanne Golding
Notary ID# 5195068
My Commission Expires
June 18, 2019

_____
Notary Public, State of Texas

[*Signatures and Notary acknowledgements continue on the following pages.*]

CITY OF FRISCO, TEXAS,
a Texas home rule municipality

By: _____
George Purefoy, City Manager

Attest:

_____
City Secretary

SWORN TO AND SUBSCRIBED BEFORE ME, on this the ____ day of June, 2016 by George Purefoy, City Manager, on behalf of City of Frisco, Texas, a Texas home rule municipality, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

[*Signatures and Notary acknowledgements continue on the following pages.*]

Frisco Economic Development Corporation,
a Texas non-profit corporation

By: _____
James L. Gandy, President

SWORN TO AND SUBSCRIBED BEFORE ME, on this the ____ day of June, 2016 by James L. Gandy, President, on behalf of Frisco Economic Development Corporation, a Texas non-profit corporation, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

[*Signature and Notary acknowledgement continues on the following page.*]

Frisco Community Development Corporation,
a Texas non-profit corporation

By: _____
Mike Gfeller, Chairman

SWORN TO AND SUBSCRIBED BEFORE ME, on this the ____ day of June, 2016 by Mike Gfeller, Chairman, on behalf of Frisco Community Development Corporation, a Texas non-profit corporation, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

EXHIBIT A

Property

Property Owned By IGO-USA LP:

LEGAL DESCRIPTION:

BEING a 19.15 acre tract of land situated in the James Bolin Survey, Abstract No. 32, and the Collin County School Land No. 6 Survey, Abstract No. 149, located in the City of Frisco, Collin County, Texas, and being a portion of Tract 1 as described in Special Warranty Deed and Bill of Sale to Univest-Frisco-Texas, LTD, a Texas Limited Partnership, as recorded in Document No. 93-0051249, O.P.R.C.C.T., and being all of Lots 1 and 2, Block A, of the Revised Conveyance Plat of Univest Addition, as recorded in Volume 2010, Page 95, O.P.R.C.C.T., more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch found iron rod with red plastic cap stamped "PBS&J" (hereinafter referred to as "with PBS&J cap") for the northernmost northwest corner of said Lot 1 on the southeast right-of-way line of Lebanon Road (a variable width right-of-way) as recorded in Cabinet J, Page 196, O.P.R.C.C.T., and being the southwest corner of the Lot 1, Block A, of the Stone Manor Apartments, as recorded in Cabinet K, Page 656, O.P.R.C.C.T.;

THENCE South 52 degrees 50 minutes 51 seconds East, departing said southeast right-of-way and along the common line between said Univest Addition and said Stone Manor Apartments, a distance of 435.27 feet to a 5/8-inch found iron rod with PBS&J cap for corner;

THENCE North 89 degrees 41 minutes 40 seconds East, continuing along said common line, a distance of 440.00 feet to a bent 5/8-inch found iron rod for corner;

THENCE North 38 degrees 36 minutes 10 seconds East, continuing along said common line, a distance of 225.95 feet to a 5/8-inch found iron rod with PBS&J cap for corner, said iron rod being the southwest corner of that tract of land described in deed to the Pansy Family, Ltd., as recorded in Document No. 97-0082912, O.P.R.C.C.T.;

THENCE North 86 degrees 29 minutes 48 seconds East, departing said common line and along the north line of said Univest Addition, at a distance of 296.38 feet pass a point for the northeast corner of said Lot 1 and the northwest corner of said Lot 2 and the southwest corner of that tract of land described in deed to IGO-Frisco 1, LLC, as recorded in Doc. No. 20121227001163590O, O.P.R.C.C.T., and continue along the common line between said Univest Addition and said IGO tract, at a distance of 422.03 feet pass a point from which a 5/8-inch found iron rod with the remains of a red cap bears South 03 degrees 30 minutes 12 seconds East, a distance of 0.40 feet, and continue in all a distance of 837.41 feet to a point for corner on the west right-of-way line of the Dallas North Tollway (a variable width right-of-way) as recorded in Document No. 93-0115159, O.P.R.C.C.T., from which a from which a 5/8-inch found iron rod with PBS&J for corner bears South 07 degrees 11 minutes 04 seconds East, a distance of 0.48 feet, said point also beingon a non-tangent circular curve to the right having a radius of 2,714.79 feet and whose chord bears South 10 degrees 32 minutes 49 seconds West, a distance of 136.10 feet;

THENCE Southwesterly, departing said common line and along said west right-of-way line and said curve, through a central angle of 02 degrees 52 minutes 21 seconds, an arc distance of 136.11 feet to a 5/8-inch found iron rod for corner at the beginning of said west right-of-way line as dedicated by said Univest Addition Conveyance Plat;

THENCE South 17 degrees 45 minutes 26 seconds West, departing said curve and continuing along said west right-of-way line, a distance of 150.69 feet to a 5/8-inch found iron rod for corner on a circular curve to the

right having a radius of 2,703.79 feet and whose chord bears South 17 degrees 00 minutes 58 seconds West, a distance of 174.97 feet;

THENCE Southwesterly, continuing along said west right-of-way line and said curve, through a central angle of 03 degrees 42 minutes 31 seconds, an arc distance of 175.00 feet to a 5/8-inch found iron rod for corner;

THENCE South 54 degrees 24 minutes 53 seconds West, departing said curve and continuing along said west right-of-way line, a distance of 40.82 feet to a 5/8-inch found iron for corner on the north right-of-way line of John Hickman Boulevard (a variable width right-of-way), as recorded in Cabinet R, Page 15, O.P.R.C.C.T.;

THENCE South 89 degrees 41 minutes 40 seconds West, departing said west right-of-way line and along said north right-of-way line, a distance of 173.83 feet to a point for corner;

THENCE South 85 degree 52 minutes 18 seconds West, continuing along said north right-of-way line , a distance of 150.00 feet to a point for corner;

THENCE South 89 degrees 41 minutes 40 seconds West, continuing along said north right-of-way line, a distance of 709.11 feet to a 5/8-inch found iron rod with red plastic cap stamped KHA Hereinafter referred to as "with KHA cap") for the point of curvature of a circular curve to the left having a radius of 845.00 feet and whose chord bears South 75 degrees 11 minutes 15 seconds West, a distance of 423.34 feet;

THENCE Southwesterly, continuing along said north right-of-way line and said curve, through a central angle of 29 degrees 00 minutes 50 seconds, an arc distance of 427.90 feet to a feet to a 5/8-inch found iron rod with KHA cap for corner;

THENCE South 62 degrees 36 minutes 18 seconds West, departing said curve and continuing along said north right-of-way line, a distance of 150.00 feet to a 5/8-inch found iron rod with KHA cap for corner;

THENCE South 58 degrees 33 minutes 40 seconds West, continuing along said north right-of-way line, a distance of 110.00 feet to a point for corner from which a 5/8-inch found iron rod with cap bears South 58 degrees 33 minutes 40 seconds West, a distance of 15.00 feet;

THENCE North 76 degrees 26 minutes 20 seconds West, departing said north right-of-way line, a distance of 56.57 feet to a point for corner on the northeast right-of-way line of Gaylord Parkway (a 120-foot right-of-way) as recorded in Cabinet R, Page 15, O.P.R.C.C.T, from which a 5/8-inch found iron rod with KHA cap bears South 31 degrees 26 minutes 20 seconds East, a distance of 15.00 feet;

THENCE North 31 degrees 26 minutes 20 seconds West, along said northeast right-of-way line, a distance of 453.88 feet to a 5/8-inch found iron rod for corner;

THENCE North 12 degrees 26 minutes 39 seconds East, departing said northeast right-of-way line, a distance of 36.04 feet to a 5/8-inch found iron rod for corner on said southeast right-of-way line of Lebanon Road, as recorded in Cabinet R, Page 15, O.P.R.C.C.T., said iron rod being on a non-tangent circular curve to the left having a radius of 1,860.00 feet and whose chord bears North 53 degrees 14 minutes 49 seconds East, a distance of 174.94 feet;

THENCE Northeasterly, along said southeast right-of-way line and said curve, through a central angle of 05 degrees 23 minutes 27 seconds, an arc distance of 175.00 feet to a 5/8-inch found iron rod for corner;

THENCE North 44 degrees 25 minutes 13 seconds East, departing said curve and continuing along said southeast right-of-way line, a distance of 150.00 feet to a 5/8-inch found iron rod for corner on a circular curve to the left having a radius of 1,850.00 feet and whose chord bears North 43 degrees 42 minutes 15 seconds East, a distance of 143.54 feet;

THENCE Northeasterly, continuing along said southeast right-of-way line and said curve, through a central angle of 04 degrees 26 minutes 48 seconds, an arc distance of 143.58 feet to the POINT OF BEGINNING AND CONTAINING 834,327 square feet or 19.15 acres of land, more or less.

Property Owned By IGO-Frisco 1 LLC:

LEGAL DESCRIPTION

BEING a tract of land in the James Bolin Survey, Abstract No. 32 Collin County, Texas, being a part of that called 1.500 acre tract of land described in Warranty Deed with Vendor's Lien to Ricky E. Wade and wife, Linda Wade, as recorded in Volume 1250, Page 481 in the Deed Records of Collin County, Texas (D.R.C.C.T.) and being all of that called 21.796 acre tract of land described in Warranty Deed to Pansy Family Limited Partnership, as recorded in Volume 4009, Page 8 D.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC INC" (hereinafter referred to as "with cap") for the common northeast corner of said called 21.796 acre tract and the most easterly southeast corner of the Frisco Apartments Addition, an addition to the City of Frisco, Collin County, Texas, as recorded in County Clerk's Document No. 20081020010003760 in the Official Public Records of Collin County (O.P.R.C.C.T.), Texas and being on the west right-of-way line of the Dallas North Tollway (called 300 foot wide right-of-way);

THENCE South 00 degrees 51 minutes 55 seconds East, along said west right-of-way line, a distance of 545.07 feet to a 1/2-inch found iron rod with cap stamped "S J & F" for the point of curvature of a circular curve to the right, having a radius of 2,714.79 feet and whose chord bears South 04 degrees 06 minutes 51 seconds West, a distance of 471.27 feet;

THENCE Southwesterly, continuing along said west right-of-way line and along said circular curve to the right, through a central angle of 09 degrees 57 minutes 31 seconds, passing a 1/2-inch set iron rod with cap at the northwest corner of that called 0.16 acre tract described in Special Warranty Deed to the City of Frisco, as recorded in instrument 94-0099438 O.P.R.C.C.T., at an arc length 332.44 feet and continuing for a total arc length of 471.86 feet to a point for corner from which a 5/8-inch found iron rod with cap stamped "PBS&J" bears North 57 degrees 43 minutes 54 seconds West, a distance of 0.30 feet;

THENCE South 86 degrees 28 minutes 22 seconds West, departing said west right-of-way line and along the common line between the south line of said called 1.500 acre tract and the north line of Univest Addition, Block A, Lots 1 and 2 and Block B, Lot 1, an addition to the City of Frisco, Collin County, Texas, as recorded in County Clerk's Document No. 20100416010000690 O.P.R.C.C.T., a distance of 415.24 feet to a 5/8-inch found iron rod for corner;

THENCE South 86 degrees 31 minutes 41 seconds West, departing said common line and along the common line between the south line of said called 21.796 acre tract and the north line of said Univest Addition, a distance of 422.49 feet to a 5/8-inch found iron rod with cap stamped "PBS&J" for corner;

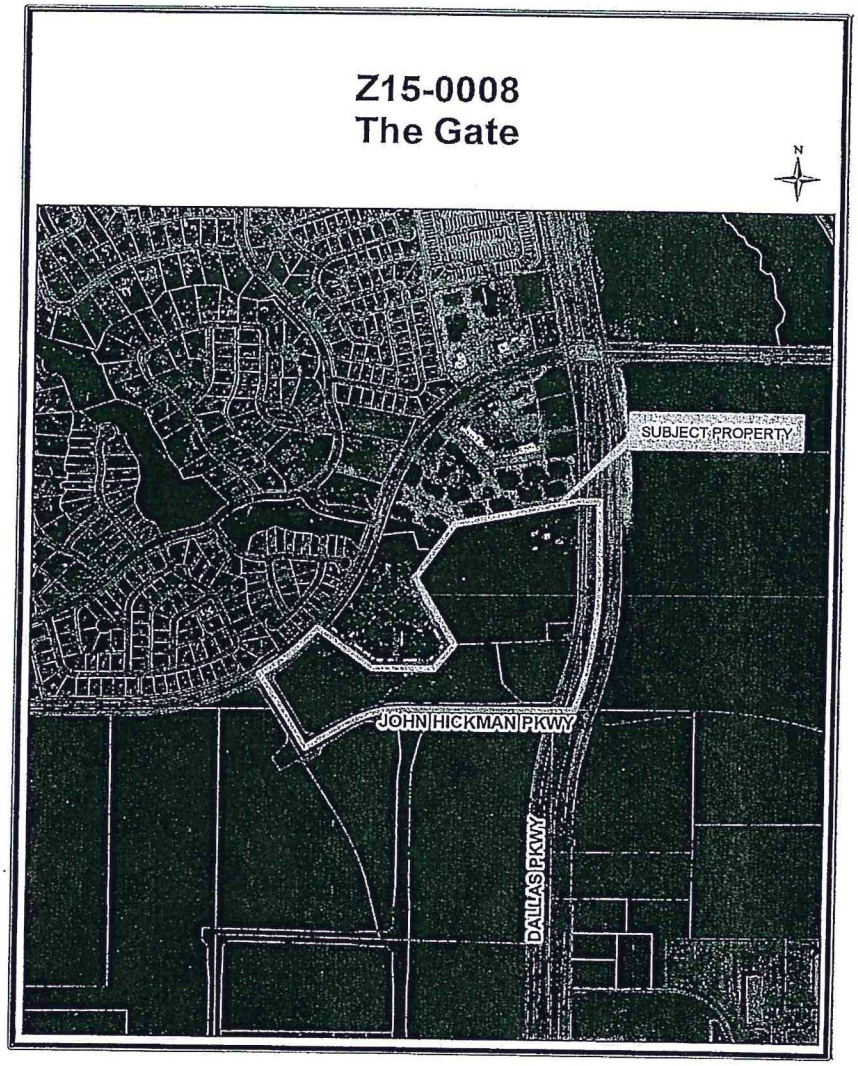
THENCE North 30 degrees 02 minutes 41 seconds West, departing said common line and along the common line between the west line of said called 21.796 acre tract and the easterly line of Lot 1, Block A of the Stone Manor Apartments, as recorded in Cabinet K, Page 656 in the Plat Records of Collin County, Texas, a distance of 566.85 feet to a 5/8-inch found iron rod for corner;

THENCE North 34 degrees 23 minutes 48 seconds East, passing the common northeast corner of said Stone Manor Apartments and the most southerly southeast corner of said Frisco Apartments Addition at a distance of 252.59 feet and continuing for a total distance of 478.53 feet to a 5/8-inch found iron rod with cap stamped "HUITT ZOLLARS" for corner;

THENCE North 78 degrees 20 minutes 16 seconds East, along the common line between the north line of said called 21.796 acre tract and the south line of said Frisco Apartments Addition, a distance of 893.67 feet to the POINT OF BEGINNING AND CONTAINING 949,267 square feet or 21.792 acres of land, more or less.

EXHIBIT B

Exhibit A
General Location of the Property



Z15-0008 The Gate