

GROUND LEASE AMENDMENT AGREEMENT

This Ground Lease Amendment Agreement (“**Agreement**”) is entered into as of [_____, 2022] between the **CITY OF PLANO, TEXAS**, a municipal corporation (“**Lessor**”), which is the holder of the lessor’s interest in that certain Ground Lease Agreement dated as of September 26, 2000, and as evidenced by a certain Memorandum of Lease and Easement dated September 26, 2000 and recorded September 26, 2000 as Document Number 2000-0104857, as modified by that certain First Modification of Ground Lease between Lessor and Oly-IDA Eastside Village I LP, dated October 2014 (such lease, as heretofore or hereafter amended, modified, or assigned the “**Lease**”) and **WWC LXXV, LP**, a Delaware limited partnership (“**Borrower**” or “**Lessee**”);

WHEREAS, Borrower has acquired the leasehold interest in the Lease from in from **BEL AIR MULTI 50, LLC** and **BEL AIR MULTI 51, LLC** (the previous lessee under the Lease), and in connection therewith, has obtained a loan (the “**Loan**”) from BDS IV Mortgage Capital B LLC, having an address at 280 Park Avenue, 28th Floor West, New York, New York 10017 (such entity and its successors and assigns, “**Lender**”), which such Loan is secured by a certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing) given by Borrower to Lender (the “**Security Instrument**”) which encumbers Lessee’s interest in the Lease which encumbers the property more particularly described on Exhibit A attached hereto (the “**Property**”) and evidenced by, among other things, that certain Loan Agreement, by and between Borrower and Lender (the “**Loan Agreement**”; the Security Instrument, the Loan Agreement, and all other documents executed and/or delivered in connection with the Loan are referred to herein, collectively, as the “**Loan Documents**”);

WHEREAS, Lender’s making the Loan was conditioned on Lessor making the covenants and agreements set forth herein. Unless otherwise defined herein, the capitalized terms used in this Agreement shall have the meanings ascribed to them in the Lease;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby represents, covenants and agrees this [_____] day of [_____], 2022 as follows:

1. Lessor hereby agrees as follows:

(a) Lessee’s exercise of any options to renew, extend or terminate the Lease or purchase any portion of the Property shall not be effective unless consented to in writing by Lender. Lessor further agrees that Lender may exercise all of the rights of Lessee under the Lease, including, without limitation, exercising any options to extend the term of the Lease.

(b) If Lessor elects to encumber the fee interest in the Property, such encumbrance shall be subject to Lender’s prior consent, which shall not be unreasonably withheld or delayed. Each request by consent by Lender pursuant to this Section 1(b)

hereof shall be in writing and contain a legend in capitalized bold letters on the top of the cover page stating: "THIS IS A REQUEST FOR CONSENT TO A FEE ENCUMBRANCE. LENDER'S RESPONSE IS REQUESTED WITHIN TEN (10) BUSINESS DAYS. LENDER'S FAILURE TO RESPOND WITHIN SUCH TIME PERIOD SHALL RESULT IN LENDER'S CONSENT BEING DEEMED TO HAVE BEEN GRANTED" and Lessor shall include with such request a description of the proposed encumbrance to be approved. In the event that Lender fails to grant or withhold its approval and consent within such ten (10) business day period (and, in the case of a withholding of consent, stating the grounds therefor in reasonable detail), then Lender's approval and consent shall be deemed to have been granted.

(c) Lessor agrees that if, in the future, it receives any written notice of any pending eminent domain proceedings, any violations of any governmental law or regulation applicable to its fee interest in the Property and its operation thereon, including, without limitation, any environmental laws or the Americans with Disabilities Act, it shall promptly provide a copy of such notice or notices to Lessee and Lender.

(d) So long as the Security Instrument remains in effect, the Lease shall not be modified, terminated, amended, altered, or canceled before the Expiration Date without the prior written consent of Lender, which shall not be unreasonably withheld.

2. Any notices or requests for consent of Lender shall be delivered to Lender at the address set forth below (or such other address as may be designated by Lender). Lessor agrees to send written notice of any default by Lessee under the Lease simultaneously with sending such notice to Lessee and that no notice of default or notice of termination given to Lessee, and no exercise of any remedy by Lessor as a result of any such default, including, without limitation, any termination of the Lease, shall be effective unless such notice shall have been delivered to Lender. The Lease requires that Lender shall have the right, but not the obligation, to cure any default by Lessee under the Lease and Lender shall be afforded the cure rights as set forth in Section 5.06 of the Lease. Furthermore, in the event Lender succeeds to Lessee's interest pursuant to a foreclosure, deed-in-lieu of foreclosure, or other exercise of remedies by Lender under the Loan Documents, Lessor hereby agrees that it will waive any defaults of Lessee under the Lease that are not susceptible to being cured by Lender (including, without limitation, any bankruptcy or insolvency of Lessee), so long as all Rent then due and payable has been paid. Any notices sent to Lender shall be sent to the following addresses:

When sending notice to Lender, send to:

BDS IV Mortgage Capital B LLC
280 Park Avenue, 28th Floor West
New York, New York 10017
Attention: Teresa Hough

And

BDS IV Mortgage Capital B LLC
5295 S. Commerce Drive, Suite 100
Salt Lake City, Utah 84107
Attention: Adam O'Farrell, Esq.
Chief Legal Officer

3. Intentionally omitted.

4. Lessor hereby covenants and agrees that, in the event that (i) the Lease is terminated for any reason in advance of the conclusion of the Lease Term, (ii) the Lease is rejected in a bankruptcy proceeding, or (iii) Lender effects a foreclosure of Lessee's interest in the Lease, or accepts a deed in lieu of such foreclosure, upon Lender's request, Lessor shall enter into a new ground lease with Lender and such new ground lease shall (x) have the same lien priority as the Lease and be prior to any mortgage, deed of trust, or other lien, charge or encumbrance on the fee interest in the Property and (y) be upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination.

5. Lessor hereby agrees that in the event of a casualty to Property, Lessee is entitled to the proceeds of any insurance that Lessee maintains with respect to the Property.

6. Lessor's interest, if any, in and to any personal property owned by Lessee and located at the Property and any subleases entered into by Lessee for all or any portion of the Property and the rents, issues and profits therefrom are and shall remain subordinate to the lien of the Security Instrument.

7. This Agreement shall be deemed to be an amendment to the Lease for all purposes including, but not limited to, under the Bankruptcy Code (as defined herein). To the extent that there are any conflicts between the terms of this Agreement and the Lease, the terms of this Agreement shall control, and the Lease shall be deemed amended hereby. "**Bankruptcy Code**" shall mean Title 11 of the United States Code entitled "Bankruptcy", as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors' rights.

8. This Agreement and the representations, warranties and covenants contained herein are given with the understanding that this Agreement constitutes a material inducement for Lender in making the Loan to Borrower and that Lender shall rely hereon in making the Loan to Borrower. Lender may at any time, without Lessor's consent, sell, assign, participate or securitize all or any portion of Lender's rights and obligations under the Loan Documents, and any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Lender's sole discretion. This Agreement and the representations, warranties and covenants contained herein shall inure to the benefit of Lender, its successors and assigns (including, without limitation, each and every owner and holder of the Loan, each person who, pursuant to proceedings to enforce the Security Instrument or conveyance in lieu of such proceedings, may succeed to Lessee's interest under the Lease and each person who may thereafter acquire Lessee's interest

under the Lease by purchase or otherwise) and shall be binding on Lessor, its heirs, legal representatives, successors and assigns and Lessor further agrees that this Agreement may be relied upon by Lender, its successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with the Loan or any portion thereof.

9. This Agreement or a memorandum thereof may be recorded in the applicable recording office in the County and State in which the Property is located.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

LESSOR:

**CITY OF PLANO, TEXAS,
a Texas municipal corporation**

By: _____

Name:

Title:

Approved as to form by:

For Paige Mims,
CITY ATTORNEY

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted, who, upon oath, acknowledged himself/herself to be the _____ of _____, and that _____, as such _____ of the corporation, executed the forgoing instrument for the purposes therein contained, by signing the name of the corporation, and on its behalf, by himself/herself as _____ of the corporation.

WITNESS my hand and seal, at office, this ____ day of _____, 2022.

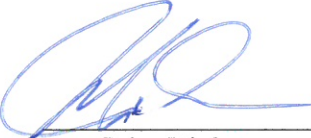
Notary Public

My Commission Expires:

LESSEE:

**WWC LXXV, LP,
a Delaware limited partnership**

**By: WWC LXXVb GP, LLC,
a Delaware limited liability company
Its: General Partner**

By: 
Name: John Rials
Title: Authorized Signatory

STATE OF AZ)
COUNTY OF Maricopa)

SS.

Before me, Amanda J Andrews, a Notary Public of said County and State, personally appeared John Riels with whom I am personally acquainted, who, upon oath, acknowledged himself/herself to be the Authorized Signatory of WWC LXXVb GP, LLC, a Delaware limited liability company, the General Partner of WWC LXXV, LP, a Delaware limited partnership and that John Riels, as such Authorized Signatory of the General Partner of WWC LXXV, LP, executed the forgoing instrument for the purposes therein contained, by signing the name of the limited partnership, and on its behalf, by himself/herself as Authorized Signatory of the General Partner of the limited partnership.

WITNESS my hand and official seal.

Signature Amanda J Andrews (Seal)



EXHIBIT A
LEGAL DESCRIPTION
(attached hereto)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY COVERED BY LEASE

TRACT A: LEASEHOLD ESTATE:

Being certain tracts of land situated in the City of Plano, Collin County, Texas, and being out of PLANO TRANSIT VILLAGE as recorded in Volume O, Page 90, of the Map Records of Collin County, Texas, and being more particularly described as follows:

LEASEHOLD ESTATE in and to the following described real property created in Ground Lease Agreement by and between City of Plano, Texas (Landlord), and Plano RPFIV Multi-Family Associates Limited Partnership (Tenant), dated September 26, 2000, as evidenced by Memorandum of Lease and Easement filed September 26, 2000, recorded in Volume 4760, Page 2726, Real Property Records, Collin County, Texas; as assigned to Oly-lda Eastside Village I LP by Assignment and Assumption of Ground Lease filed January 19, 2007, under Clerk's File No. 20070119000078550, Real Property Records, Collin County, Texas; as modified by that certain First Amendment to Memorandum of Lease and Easement recorded August 21, 2015, under Clerks File No. 20150821001061470 and re-recorded August 21, 2015 under Clerk's File No. 20150821001062110, Official Public Records of Collin County, Texas; as assigned by that certain Special Warranty Assignment and Assumption of Lease dated August 26, 2015 and recorded August 28, 2015, under Clerk's File No. 20150828001096720, Official Public Records of Collin County, Texas; and Assignment and Assumption of Ground Lease by and between G&I VIII Eastside Village LP, a Delaware limited partnership, Bel Air Multi 50, LLC and Bel Air Multi 51, LLC, dated December 7, 2018, filed May 14, 2019, recorded under Clerk's File No. 20190514000536740, Official Public Records, Collin County, Texas:

EAST LEASE AREA:

Being a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being all of a tract of land described as Exhibit "A", Tract 1, in instrument to Plano RPFIV Multi-Family Associates Limited Partnership as recorded in Volume 4760, Page 2726 and described as East Lease Area in instrument to Guaranty Federal Bank, F.S.B. as recorded in Volume 5074, Page 6707 of the Land Records of Collin County, Texas and being part of Lot 1, Block B of the Plano Transit Village, an addition to the City of Plano as recorded in Volume O, Page 90 of the Plat Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a cut cross found in brick paver at the southwest corner of said Lot 1, Block B;

THENCE, North 00 degrees 36 minutes 03 seconds West, along the westerly line of said Lot 1, Block B, a distance of 50.84 feet to a cut cross set in brick paver for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, departing the westerly line of said Lot 1, Block B, a distance of 14.50 feet to a point for a corner;

THENCE, North 00 degrees 36 minutes 03 seconds West, a distance of 130.76 feet to a 5/8" iron rod set with cap stamped "Huitt-Zollars" for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, a distance of 14.50 feet to a cut cross set in brick paver for a corner on the westerly line of said Lot 1, Block B;

THENCE, North 00 degrees 36 minutes 03 seconds West, along the westerly line of said Lot 1, Block B, a distance of 140.62 feet to a 5/8" iron nod set with cap stamped "Huitt-Zollars" for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, departing the westerly line of said Lot 1, Block B, a distance of 172.37 feet to a 5/8" iron rod set with cap stamped "Huitt-Zollars" for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, a distance of 32.50 feet to a cut cross set in brick paver for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, a distance of 1.96 feet to a cut cross set in brick paver for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, a distance of 257.46 feet to a cut cross set in brick paver for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, a distance of 1.96 feet to a cut cross set in brick paver for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, a distance of 32.33 feet to a cut cross set in concrete for a corner on the southerly line of said Lot 1, Block B;

THENCE, South 89 degrees 25 minutes 30 seconds West, along the southerly line of said Lot 1, Block B, a distance of 172.37 feet to the POINT OF BEGINNING and containing 53,146 square feet or 1.2201 acres of land, more or less.

WEST LEASE AREA:

Being a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being all of a tract of land described as Exhibit "A", Tract 2, in instrument to Plano RPFIV Multi-Family Associates Limited Partnership as recorded in Volume 4760, Page 2726 and described as West Lease Area in instrument to Guaranty Federal Bank, F.S.B. as recorded in Volume 5074, Page 6707 of the Land Records of Collin County, Texas and being part of Lot 1, Block A of the Plano Transit Village, an addition to the City of Plano as recorded in Volume O, Page 90 of the Plat Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a cut cross found in brick paver at the southeast corner of said Lot 1, Block A;

THENCE, South 89 degrees 25 minutes 30 seconds West, along the southerly line of said Lot 1, Block A, a distance of 190.87 feet to a cut cross set in brick paver for a corner;

THENCE, North 00 degrees 36 minutes 03 seconds West, departing the southerly line of said Lot 1, Block A, a distance of 327.64 feet to a cut cross set in brick paver for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, a distance of 27.42 feet to a cut cross set in brick paver for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, a distance of 4.58 feet to a cut cross set in brick paver for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, a distance of 163.46 feet to a 5/8" iron rod set with cap stamped "Huitt-Zollars" for a corner on the easterly line of said Lot 1, Block A;

THENCE, South 00 degrees 36 minutes 03 seconds East, along the easterly line of said Lot 1, Block A, a distance of 60.42 feet to a 5/8" iron rod set with cap stamped "Huitt- Zollars" for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, departing the easterly line of said Lot 1, Block A, a distance of 11.58 feet to a point for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, a distance of 185.54 feet to a 5/8" iron rod set with cap stamped "Huitt-Zollars" for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, a distance of 11.58 feet to a cut cross set in brick paver for a corner on the easterly line of said Lot 1, Block A;

THENCE, South 00 degrees 36 minutes 03 seconds East, along the easterly line of said Lot 1, Block A, a distance of 77.18 feet to the POINT OF BEGINNING and containing 59,651 square feet or 1.3694 acres of land, more or less.

TRACT B: EASEMENT ESTATE:

Being a non-exclusive access easement appurtenant to Tract A created in Ground Lease Agreement by and between City of Plano, Texas (Landlord), and Plano RPFIV Multi- Family Associates Limited Partnership (Tenant), dated September 26, 2000, as evidenced by Memorandum of Lease and Easement filed September 26, 2000, recorded in Volume 4760, Page 2726, Real Property Records, Collin County, Texas; as assigned to Oly-lda Eastside Village I LP by Assignment and Assumption of Ground Lease filed January 19, 2007, under Clerk's File No. 20070119000078550, Real Property Records, Collin County, Texas; as modified by that certain First Amendment to Memorandum of Lease and Easement recorded August 21, 2015, under Clerks File No. 20150821001061470 and re- recorded August 21, 2015 under Clerk's File No. 20150821001062110, Official Public Records of Collin County, Texas; as assigned by that certain Special Warranty Assignment and Assumption of Lease dated August 26, 2015 and recorded August 28, 2015, under Clerk's File No. 20150828001096720, Official Public Records of Collin County, Texas; Assignment and Assumption of Ground Lease by and between G&I VIII Eastside Village LP, a Delaware limited partnership, Bel Air Multi 50, LLC, a Texas limited liability company and Bel Air Multi 51, LLC, a Texas limited liability company, dated December 7, 2018, filed May 14, 2019, recorded under Clerk's File No. 20190514000536740, Official Public Records, Collin County, Texas, with respect to the real property more particularly described as follows:

EAST LANDSCAPE AREA - TRACT 1:

Being a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being all of a tract of land described as Exhibit "B", Tract 1, in instrument to Plano RPFIV Multi-Family Associates Limited Partnership as recorded in Volume 4760, Page 2726 and described as East Landscape Area, Tract 1, in instrument to Guaranty Federal Bank, F.S.B. as recorded in Volume 5074, Page 6707 of the Land Records of Collin County, Texas and being part of Lot 1, Block B of the Plano Transit Village, an addition to the City of Plano as recorded in Volume O, Page 90 of the Plat Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a cut cross found in brick paver at the southeast corner of said Lot 1, Block B;

THENCE, South 89 degrees 25 minutes 30 seconds West, along the southerly line of said Lot 1, Block B, a distance of 3.68 feet to a cut cross set in concrete for a corner;

North 00 degrees 36 minutes 03 seconds West, departing the southerly line of said Lot 1, Block B a distance of 32.33 feet to a cut cross set in brick paver for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, a distance of 1.96 feet to a cut cross set in brick paver for a corner;

THENCE, North 00 degrees 36 minutes 03 seconds West, a distance of 257.46 feet to a cut cross set in brick paver for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, a distance of 1.96 feet to a cut cross set in brick paver for a corner;

THENCE, North 00 degrees 36 minutes 03 seconds West, a distance of 32.50 feet to a 5/8" iron rod set with cap stamped "Huitt-Zollars" for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, a distance of 172.37 feet to a 5/8" iron rod set with cap stamped "Huitt-Zollars" for a corner on the westerly line of said Lot 1, Block B;

THENCE, North 00 degrees 36 minutes 03 seconds West, along a westerly line of said Lot 1, Block B, a distance of 5.38 feet to a pk nail found for a corner at the northwest corner of said Lot 1, Block B;

THENCE, South 89 degrees 53 minutes 21 seconds East, along the northerly line of said Lot 1, Block B, a distance of 176.06 feet to a cut cross found in brick paver for a corner on the easterly line of said Lot 1, Block B;

THENCE, South 00 degrees 36 minutes 03 seconds East, along the easterly line of said Lot 1, Block B, a distance of 325.50 feet to the POINT OF BEGINNING and containing 2,449 square feet or 0.0562 of an acre of land, more or less.

EAST LANDSCAPE AREA - TRACT 2:

Being a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being all of a tract of land described as Exhibit "B", Tract 2, in instrument to Plano RPFIV Multi-Family Associates Limited Partnership as recorded in Volume 4760, Page 2726, Real Property Records, Collin County, Texas, and described as East Landscape Area, Tract 2, in instrument to Guaranty Federal Bank, F.S.B. as recorded in Volume 5074, Page 6707 of the Land Records of Collin County, Texas and being part of Lot 1, Block B of the Plano Transit Village, an addition to the City of Plano as recorded in Volume O, Page 90 of the Plat Records, Collin County, Texas and being more particularly described as follows:

COMMENCING at a cut cross found in brick paver at the southwest corner of said Lot 1, Block B;

THENCE, North 00 degrees 36 minutes 03 seconds West, along the westerly line of said Lot 1, Block B, a distance of 50.84 feet to a cut cross set in brick paver for the POINT OF BEGINNING;

THENCE, North 00 degrees 36 minutes 03 seconds West, along the westerly line of said Lot 1, Block B, a distance of 130.76 feet to a cut cross set in brick paver for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, departing the westerly line of said Lot 1, Block B, a distance of 14.50 feet to a 5/8" iron rod set with cap stamped "Huitt- Zollars" for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, a distance of 130.76 feet to a point for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, a distance of 14.50 feet to the POINT OF BEGINNING and Containing 1,896 square feet or 0.0435 of an acre of land, more or less.

WEST LANDSCAPE AREA - TRACT 1:

Being a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being all of a tract of land described as Exhibit "B", Tract 4, in instrument to Plano RPFIV Multi-Family Associates Limited Partnership as recorded in Volume 4760, Page 2726 and described as West Landscape Area, Tract 1 in instrument to Guaranty Federal Bank, F.S.B. as recorded in Volume 5074, Page 6707 of the Land Records of Collin County, Texas and being part of Lot. 1, Block A of the Plano Transit Village, an addition to the City of Plano as recorded in Volume O, Page 90 of the Plat Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a cut cross found in brick paver at the southwest corner of said Lot 1, Block A;

THENCE, North 00 degrees 33 minutes 58 seconds West, along the westerly line of said Lot 1, Block A, a distance of 330.38 feet to a P.K. nail found in brick paver at the northwest corner of said Lot 1, Block A for a corner;

THENCE, South 89 degrees 53 minutes 21 seconds East, a distance of 197.60 feet to a 5/8" iron rod found with cap stamped "Huitt-Zollars" at the northeast corner of said Lot 1, Block A for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, along the easterly line of said Lot 1, Block A, a distance of 4.87 feet to a 5/8" iron rod set with cap stamped "Huitt- Zollars" for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, a distance of 163.46 feet to a cut cross set in brick paver for a corner;

THENCE, North 00 degrees 36 minutes 03 seconds West, a distance of 4.58 feet to a cut cross set in brick paver for a corner;

THENCE, South 89 degrees 23 minutes 57 seconds West, a distance of 27.42 feet to a cut cross set in brick paver for a corner;

THENCE, South 00 degrees 36 minutes 03 seconds East, a distance of 327.64 feet; to a cut cross set in brick paver for a corner on the southerly line of said Lot 1, Block A;

THENCE, South 89 degrees 25 minutes 30 seconds West, along a southerly line of said Lot 1, Block A, a distance of 6.91 feet to the POINT OF BEGINNING and containing 3,278 square feet or 0.0753 of an acre of land, more or less.

WEST LANDSCAPE AREA - TRACT 2:

Being a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being all of a tract of land described as Exhibit "B", Tract 3, in instrument to Plano RPFIV Multi-Family Associates Limited Partnership as recorded in Volume 4760, Page 2726 and described as West Landscape Area, Tract 2 in instrument to Guaranty Federal Bank, F.S.B. as recorded in Volume 5074, Page 6707 of the Land Records of Collin County, Texas and being part of Lot 1, Block A of the Plano Transit Village, an addition to the City of Plano as recorded in Volume O, Page 90 of the Plat Records, Collin County, Texas and being more particularly described as follows:

COMMENCING at a cut cross found in brick paver at the southeast corner of said Lot 1, Block A;

THENCE, North 00 degrees 36 minutes 03 seconds West, along the easterly line of said Lot 1, Block A, a distance of 77.18 feet to a cut cross set in brick paver the POINT OF BEGINNING;

THENCE, South 89 degrees 23 minutes 57 seconds West, departing the easterly line of said Lot 1, Block A, a distance of 11.58 feet to a 5/8" iron rod set with cap stamped "Huitt- Zollars" for a corner;

THENCE, North 00 degrees 36 minutes 03 seconds West, a distance of 185.54 feet to a point for a corner;

THENCE, North 89 degrees 23 minutes 57 seconds East, a distance of 11.58 feet to a 5/8" iron rod set with cap stamped "Huitt-Zollars" for a corner on the easterly line of said Lot 1, Block A;

THENCE, South 00 degrees 36 minutes 03 seconds East, along the easterly line of said Lot 1, Block A, a distance of 185.54 feet to the POINT OF BEGINNING and containing 2,149 square feet or 0.0493 of an acre of land, more or less.