THE STATE OF TEXAS	§	**First Amendment of Tax Abatement Agreement by and between the City of Plano, Texas and KanAm Grund Kapitalanlagegesellschaft mbH, Denbury Onshore LLC, the City of Plano, Texas, Collin County, Texas and Collin County Community College District**
	§	
COUNTY OF COLLIN	§	

THIS First Amendment of Tax Abatement Agreement ("Amendment") is made and entered into on this the 5 day of July, 2011, by and between **KANAM GRUND KAPITALANLAGEGESELLSCHAFT MBH,** a German limited liability company, for the benefit of **KANAM US-GRUNDINVEST FONDS,** a German open-end real estate fund sponsored by **KANAM GRUND KAPITALANLAGEGESELLSCHAFT MBH** ("Former Owner"), **FSP LEGACY TENNYSON CIRCLE LLC** ("Owner"), the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation ("City"), acting by and through its City Manager or his designee, the **COUNTY OF COLLIN TEXAS**, duly acting herein by and through its County Judge, and the **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, duly acting by and through its President of the Board of Trustee, hereinafter collectively referred to as "Taxing Units".

WITNESSETH:

WHEREAS, City Council approved a Tax Abatement Agreement by Resolution 2007-5-26(R) ("Agreement") (attached as Exhibit "A") between KDC-Plano Investments I, LP, Denbury Onshore LLC and the taxing entities for a real property tax abatement and business personal property tax abatement respectively; and

WHEREAS, KDC-Plano Investment I, LP assigned their real property tax abatement to KanAm Grund Kapitalanlagegesellschaft mbH in 2008 as a purchaser of the property and Denbury Onshore LLC subsequently relocated to another property and is no longer receiving a business personal property tax abatement pursuant to the Agreement; and

WHEREAS, KanAm Grund Kapitalanlagegesellschaft mbH requests that the City approve the assignment of the real property tax abatement to FSP Legacy Tennyson Circle LLC, the purchaser of the real property; and

WHEREAS, the parties wish to amend the Agreement as set forth below to reflect the assignment and to remove the Lessee from any rights or responsibilities under the contract.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

Section 1. Pursuant to Section 8(a) of the Agreement, the City of Plano consents to KanAM Grund Kapitalanlagegesellschaft mbH's request to assign the Agreement to FSP Legacy Tennyson Circle LLC and the Agreement is amended as follows:

a. FSP Legacy Tennyson Circle LLC agrees to be fully bound by all the terms, conditions, rights and responsibilities previously required of KanAm Grund Kapitalanlagegesellschaft mbH pursuant to the Agreement from and after the date of this Amendment until the Agreement expires or is otherwise terminated. Any reference in the Agreement to KanAm Kapitalanlagegesellschaft mbH shall, with respect to the period of time from and after the date of this Amendment, hereinafter be replaced by and refer to FSP Legacy Tennyson Circle LLC for the remainder of the term of the Agreement.

b. Section 13, Notices, of the Agreement is changed to reflect that notices to the owner should be sent to:

FSP Property Management LLC
401 Edgewater Place, Suite 200
Wakefield, MA 01190
Attn: John Donahue

with a copy to:

Venable LLP
1270 Avenue of the Americas
New York, New York 10020
Attn: Brian N. Gurtman, Esq.

c. Any reference to Denbury Onshore LLC and/or Lessee in the Agreement is hereby removed and Lessee and the taxing entities shall have no further rights or responsibilities pursuant to the Lessee provisions in the Agreement.

Section 2. Except as is explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate the day and year first above written.

CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

KANAM GRUND KAPITALANLAGEGESELLSCHAFT MBH, a German limited liability company, for the benefit of KanAm US-grundinvest Fonds, a German open-end real estate fund sponsored by KanAm Grund Kapitalanlagegessellschaft mbH

By:_____
Matti Kreutzer
MANAGING DIRECTOR

By:_____
Olivier Catusse
MANAGING DIRECTOR

FSP LEGACY TENNYSON CIRCLE LLC
a Delaware limited liability company

By:_____
George J. Carter
PRESIDENT

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, a _____

By:_____
Dr. Carey A. Israel
PRESIDENT OF BOARD OF TRUSTEES

COUNTY OF COLLIN, TEXAS, a _____

By:_____
Keith Self
COUNTY JUDGE

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 5 day of July, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Shelly Kay Carrera
Notary Public
State of Texas
My Comm. Exp 6-17-14

Notary Public, State of Texas

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2011 by _____, _____ of **KANAM GRUND KAPITALANLAGEGESELLSCHAFT MBH,** a German limited liability company, for the benefit of KanAm US-grundinvest Fonds, a German open-end real estate fund sponsored by KanAm Grund Kapitalanlagegesellschaft mbH.

_____
Notary Public, State of

Commonwealth
~~**STATE**~~ **OF** Massachusetts §
§
COUNTY OF Middlesex §

This instrument was acknowledged before me on the 20th day of June, 2011 by **GEORGE J. CARTER**, President of **FSP LEGACY TENNYSON CIRCLE LLC,** a limited liability company, on behalf of said limited liability company.

Notary Public, State of

JUDY E. McISAAC
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 10, 2011

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 23rd day of May, 2011 by **DR. ~~CARE~~Y A. ISRAEL**, President ~~of the Board of Trustees~~ of the **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, a _____, on behalf of said _____.

SHIRLEY K. HARMON
MY COMMISSION EXPIRES
November 4, 2012

Shirley K. Harmon
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 16th day of May, 2011 by **KEITH SELF**, County Judge of the **COUNTY OF COLLIN, TEXAS**, a _____, on behalf of said _____.

GEORGIA D. SHEPHERD
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/08/2012

Georgia D. Shepherd
Notary Public, State of Texas

STATE OF GERMANY

COUNTY OF HESSEN

Notarial Docket No: 369/2011

This instrument was acknowledged before me on June 29st, 2011, by Mr. Matti Kreutzer and Mr. Olivier Catusse, as Directors (Geschäftsführer) of KanAm Grund Kapitalanlagegesellschaft mbH, a German limited liability company, for the benefit of KanAm US-grundinvest Fonds, a German open-end real estate fund sponsored by KanAm Grund Kapitalanlagegesellschaft mbH.

Mr. Kreutzer and Mr. Catusse were identified by presentation of their valid identification cards.

The officially appointed representative of the notary asked whether there has been a prior involvement in the meaning of Sec. 3 Para (1) No. 7 BeurkG in the context of this matter. The appearing declared that there has not been such prior involvement.

(Dr. Reichert) Attorney at law
as officially appointed representative for
the notary Ulrich Harth