

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Assignment, Tax Abatement Agreement, Reinvestment Zone No. 107 – City of Plano

On November 18, 2008, the Commissioners Court of Collin County, Texas, met in special session with the following members present and participating, to wit:

Keith Self
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Kathy Ward

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Assignment of Tax Abatement Agreement, Reinvestment Zone No. 107.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Assignment of Tax Abatement Agreement, Reinvestment Zone No. 107 from Denbury Onshore LLC and KDC-Plano Investments I, LP to KanAm Grund Kapitalanlagegesellschaft mbH and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



ATTEST:

Stacey Kemp
Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

Keith Self

Keith Self, County Judge
Phyllis Cole

Phyllis Cole, Commissioner, Pct. 1
Jerry Hoagland

Jerry Hoagland, Commissioner, Pct. 2
Joe Jaynes

Joe Jaynes, Commissioner, Pct. 3
Kathy Ward

Kathy Ward, Commissioner, Pct. 4

October 27, 2008

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

County of Collin, Texas
Attention: The Honorable Ron Harris
County Judge
Collin County Commissioners' Court
210 S. McDonald, Ste. 626
McKinney, Texas 75069

RZ 107

Re: Tax Abatement Agreement (the "Abatement Agreement"), dated May 29, 2007, by and among the City of Plano, Texas; the County of Collin, Texas; KDC-Plano Investments I, LP ("Owner") and Denbury Onshore LLC

Dear Sirs:

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Abatement Agreement.

Pursuant to Section 11 of the Abatement Agreement, this letter shall constitute notice to the City and Taxing Units that the Real Property and Improvements were sold and transferred by Owner to KanAm Grund Kapitalanlagegesellschaft mbH ("New Owner") on May 16, 2008. In connection with the sale of the Real Property and Improvements, the Abatement Agreement was assigned to New Owner, and New Owner agreed to be bound by the terms of same pursuant to an Assignment of Tax Abatement Agreement (the "Assignment"). A copy of the Assignment is enclosed herewith for your information. Lessee continues to conduct business on the Real Property and Improvements and remains the primary tenant thereof.

From and after the date hereof, any notices to Owner sent pursuant to Section 13 of the Abatement Agreement should be directed as follows:

City of Plano
County of Collin, Texas
October 27, 2008
Page 2 of 4

KanAm Grund Kapitalanlagegesellschaft mbH
Attention: Ms. Birgit Prasch
Executive, Portfolio Management USA
MesseTurm
60308 Frankfurt am Main
Germany

With a copy to:

KanAm Grund America, LP
Attention: Mr. M. Gregory Moore
President
The Forum
3290 Northside Parkway, Suite 840
Atlanta, Georgia 30327

Should you have any questions regarding this notice or the enclosed Assignment, please feel free to contact New Owner at the address above or by telephone at 011 49 69 710411 618.

[signatures commence on following page]

Very truly yours,

OWNER:

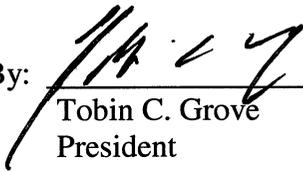
KDC-PLANO INVESTMENTS I, LP,
a Texas limited partnership

By: KDC-PLANO INVESTMENTS I GP, LLC,
a Texas limited liability company, its
general partner

By: Koll Development Company I,
L.P., a Delaware limited
partnership, its member

By: SWV, LLC, a Delaware
limited liability company,
its general partner

By:

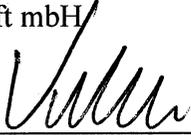


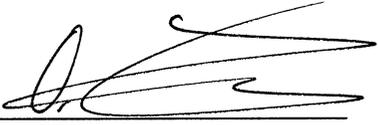
Tobin C. Grove
President

[signatures continued on following page]

NEW OWNER:

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

By: 
Name: Matti Kreutzer
Title: Managing Director

By: 
Name: Olivier Catusse
Title: General Manager

Enclosure

cc: City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

Denbury Onshore LLC
Attention: Mr. Phil Rykhoek
Senior Vice President and Chief Financial Officer
5100 Tennyson Parkway, Suite 1200
Plano, Texas 75024

E. David Coligado, Esq.
Ashley P. Frieden, Esq.

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

THIS ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this "**Assignment**") is made effective as of May 16, 2008, between KDC-Plano Investments I, LP, a Texas limited partnership ("**Seller**"), and Kan Am Grund Kapitalanlagegesellschaft mbH, a German limited liability company, for the benefit of Kan Am US grundinvest Fonds ("**Purchaser**").

BACKGROUND

A. Seller and Purchaser have entered into that certain Purchase and Sale Agreement, dated effective May 18, 2007, as amended by that certain First Amendment to Purchase and Sale Agreement dated effective June 11, 2007, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated effective June 27, 2007 (as amended, the "**Purchase Agreement**"), pursuant to which Seller agreed to sell and Purchaser agreed to buy the real property and improvements located in Plano, Collin County, Texas (the "**Premises**").

B. Seller and Purchaser desire to enter into this Assignment in conjunction with the sale of the Premises pursuant to the Purchase Agreement.

AGREEMENT

Seller and Purchaser agree as follows:

1. Assignment and Assumption.
 - (a) Seller hereby assigns and transfers to Purchaser all assignable right, title and interest of Seller in and to the Tax Abatement Agreement (the "**Tax Abatement Agreement**") by and among the City of Plano, Collin County, Seller and Denbury Onshore LLC dated as of May 29, 2007.
 - (b) Purchaser hereby accepts the foregoing assignment, and assumes and agrees to perform all of the covenants and agreements in the Tax Abatement Agreement to be performed by Seller thereunder that arise or accrue from and after the date of this Assignment.
2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles.
3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective personal representatives, heirs, successors and assigns.
4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures Commence on Following Page.]

Seller and Purchaser have executed this Assignment effective as of the date first hereinabove written.

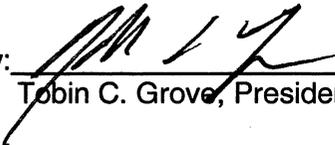
SELLER:

KDC-PLANO INVESTMENTS I, LP,
a Texas limited partnership

By: KDC-PLANO INVESTMENTS I GP, LLC,
a Texas limited liability company,
its general partner

By: Koll Development Company I, L.P.,
a Delaware limited partnership,
its member

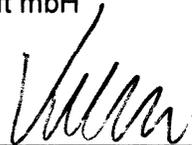
By: SWV, LLC,
a Delaware limited liability company,
its general partner

By: 
Tobin C. Grove, President

[Signatures Continued on Following Page.]

PURCHASER:

KAN AM GRUND KAPITALANLAGEGESELLSCHAFT
MBH, a German limited liability company, for the benefit of
Kan Am US grundinvest Fonds, a German open-end real
estate fund sponsored by Kan Am Grund
Kapitalanlagegesellschaft mbH

By: 
Name: Matti Kreutzer
Title: Managing Director

By: 
Name: Olivier Catusse
Title: General Manager