

TR Legacy Circle, LLC
5950 Sherry Lane, Suite 700
Dallas, Texas 75225

October ____, 2017

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

County of Collin, Texas
Attention: Collin County Commissioners' Court
Collin County Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

Cole OF Plano (Legacy) TX, LLC
c/o VEREIT, Inc.
2325 East Camelback Road, Suite 1100
Phoenix, Arizona 85016

Re: Tax Abatement Agreement (the "Agreement") dated as of December 6, 2010 executed by the City of Plano, Texas (the "City"), County of Collin County, Texas (the "County"), Encana Oil & Gas (USA) Inc. ("Tenant") and KDC Legacy North Investments One, LP ("KDC"), predecessor-in-interest to TR Legacy Circle, LLC ("Owner")

Dear Messrs. and Mmes.:

Owner purchased certain real property and improvements thereon located at 5851 Legacy Circle, Plano, Texas (the "Property") from Cole OF Plano (Legacy) TX, LLC ("Cole"), and effective as of the date hereof, the Agreement has been assigned by Cole to Owner. City provided to Owner a letter dated December 17, 2013 (the "Termination Letter") from the City to Tenant terminating the Agreement as to Tenant. Owner has requested that City and County execute a copy of this letter to acknowledge the following and to clarify the obligations of Owner under the Agreement.

Owner, City and County agree to amend and modify the Agreement in the following respects:

1. City and County hereby acknowledge and agree that the Agreement has been terminated as to Tenant in accordance with the Termination Letter and that Owner is not assuming any obligations of Tenant required under the Agreement except those obligations expressly set forth below.

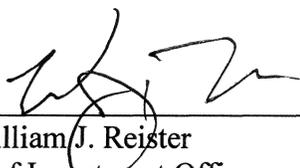
2. Owner's obligations and events of default applicable to Owner under the Agreement are limited to the following: (a) the payment of ad valorem taxes applicable to the

Agreement as described in paragraph 6(a), (b) the agreement in paragraph 6(d) of the Agreement that Owner will not file a protest which would result in the taxable value of the Property to be less than \$70,000,000, (c) Owner will not be convicted of a violation under 8 U.S.C. Section 1324a(f) in connection with the hiring of any employees at the Property as described in Paragraph 6(g) of the Agreement, and (d) the agreement by Owner to file the annual certification described in paragraphs 6(f) and 9 of the Agreement. With regard to the annual certification to be filed by Owner pursuant to paragraph 9 of the Agreement, City and County agree that all references to Tenant in such certification which is attached as Exhibit C to the Agreement shall be deleted in their entirety, that the annual certification is to be executed by Owner rather than Tenant, and that City and County waive the failure by Tenant to have previously executed and delivered the annual certification under the Agreement.

3. City and County hereby certify to Owner and Cole that the Agreement remains in full force and effect, no sums or other obligations are due and owing or to be performed by Owner or Cole and that there is no default by Owner thereunder.

City and County are requested to execute a copy of this letter in the space provided below to evidence their agreement to the terms and provisions hereof.

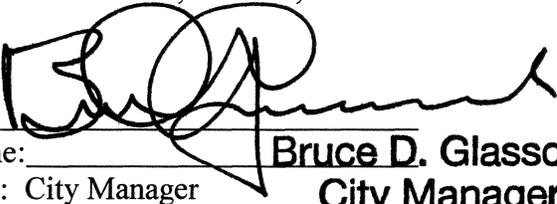
TR LEGACY CIRCLE, LLC, a Delaware limited liability company

By: 
Name: William J. Reister
Title: Chief Investment Officer and Executive Vice President

[Signatures continue on following page]

Agreed To and Accepted By:

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: 
Name: Bruce D. Glasscock
Title: City Manager **City Manager**
City of Plano

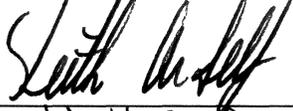
Attest:


City Secretary

Approved as to Form:


City Attorney

COMMISSIONERS' COURT OF COLLIN COUNTY

By: 
Name: Keith Self
Title: County Judge

Attest:



cc: City of Plano
Attention: City Attorney
P.O. Box 680358
Plano, Texas 75086-0358