

Pioneer 360 Business Center

Location: 2700-2950 E Pioneer Parkway

Property Owner: Pioneer Industrial LLC, c/o LaSalle Investment Management, Inc

100 E Pratt St, 20th Floor

Baltimore MD 21202

About the Project

Demolished existing structures and constructed new office/warehouse space on the 72-acre site.

Goals of the Project

Redevelopment of former shopping mall site, construction of 1.2M sf of new industrial space, increase in property tax base

Current Status

Company qualified for abatement in FY12, but chose not to make application with TAD.

Benefit to City

400+ jobs created; demolition of former mall structure that was vacant and underutilized; redevelopment of 1.3 million square feet of industrial space to attract businesses to Arlington; over \$27 million value added to property tax rolls

Reinvestment Zone	27
Ordinance	06-073
Year Approved by Council	2012
Base Year	2007
Beginning Year	2011 FY12
Ending Year	2017 FY18
Duration	7 years
Base Year Value	\$ 6,383,667 real property
Property Tax Account Number(s)	41467981, 41468007, 41468015
Total Abatement Allowed	40%
Total Estimated Investment by Company	\$ 65,000,000

Criteria Evaluated Real property improvements resulting in added taxable value of \$40m above the base year value not later than January 1, 2010.

Provide at least 200 jobs by January 1, 2011.

Provide an additional 51 added jobs by January 1, 2012.

Incentives Allowed 40% of Added Taxable Value of real property improvements for seven years of \$10m and 101 jobs added.

Year	Abatement Percentage Allowed on Eligible Property	Appraised Value	Percentage of Total Value Abated	Abated Value	Abated Levy	Jobs Reported	Average Salary	Levy Abated as % of Total Tax Liability
2011 (FY12)	40%	22,312,140	0%	-	-	0	\$ -	0%
2012 (FY13)	40%	31,500,000	41%	13,018,529	84,360	272	\$ 29,975	9%
2013 (FY14)	40%	33,705,000	32%	10,752,669	69,677	530	\$ 43,156	8%
2014 (FY15)	40%	34,003,600	32%	10,872,109	70,451	494	\$ 47,981	8%
2015 (FY16)	40%	34,003,600	32%	10,872,109	70,451	418	\$ 39,218	8%
2016 (FY17)								
2017 (FY18)								
TOTAL				\$	294,940			

Levy Paid by Taxing Entity

Year	City of Arlington (024)	Tarrant County (220)	Tarrant County Hospital District (224)	Tarrant County College District (225)	Arlington ISD (901)	Mansfield ISD (908)	Kennedale ISD (914)	Total Annual Tax Bill
2011 (FY12)	144,583	58,904	50,849	33,238	291,285	-	-	578,859
2012 (FY13)	147,482	90,960	78,521	51,328	448,251	-	-	816,541
2013 (FY14)	148,731	88,981	76,813	50,389	435,526	-	-	800,440
2014 (FY15)	149,892	89,770	77,493	50,835	458,406	-	-	826,396
2015 (FY16)	149,892	89,770	77,493	50,835	480,455	-	-	848,445
2016 (FY17)	-	-	-	-	-	-	-	-
2017 (FY18)	-	-	-	-	-	-	-	-
	740,580	418,384	361,168	236,626	2,113,923	-	-	3,870,681

Resolution No. 07-193

A resolution authorizing the negotiation and execution of an agreement by and between Pioneer 360 Business Center GP, LLC and the City of Arlington, Texas, relative to tax abatement and Chapter 380 Economic Development Program incentives for a project in Reinvestment Zone Number Twenty-Seven in the City of Arlington, Texas

- WHEREAS, Pioneer 360 Business Center GP, LLC ("Pioneer 360") has submitted to the City of Arlington ("CITY") an application for tax abatement for its proposed \$65,000,000 demolition of existing structures and construction of approximately 1.3 million square feet of office/warehouse space. (the "Project") located on the southeast quadrant of S.H. 360 and Pioneer Parkway in the area formerly known as Forum 303 Mall in the City of Arlington in Reinvestment Zone Number Twenty-Seven, more particularly described in **Exhibits "A" and "B"** attached hereto and incorporated herein for all purposes; and
- WHEREAS, the Arlington City Council has elected to participate in tax abatements in accordance with TEX. TAX CODE ANN. Chapter 312, and to provide additional economic development incentives in accordance with TEX. LOC. GOV. CODE ANN. Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; and
- WHEREAS, the ultimate goal and public purpose of agreements and programs established under the CITY's economic development policies is to protect and enhance CITY's fiscal ability to provide high quality municipal services for the safety, comfort and enjoyment of CITY residents; and
- WHEREAS, the CITY finds that the administration of a program of incentives to Pioneer 360 ("Program") in exchange for Pioneer 360's completion of the project proposed by Pioneer 360 which would contribute to the retention or expansion of employment in the CITY and would attract major investment which would contribute to the economic development of the CITY; and
- WHEREAS, the CITY has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain sufficient controls to ensure that the public purpose is carried out; and

WHEREAS, CITY finds that the Project meets the applicable guidelines, criteria, and minimum requirements previously established by CITY; and

WHEREAS, based on these findings, CITY proposes to negotiate and execute an incentives agreement with Pioneer 360, allowing a maximum tax abatement of 75% of added value for 10 years and Chapter 380 Economic Development Program incentives that could include developer participation in a maximum amount of \$80,000, water utility assistance in a maximum amount of \$73,000, waiver of building and plan review fees; verification of no impact fees due; and, consideration of designating a Free Trade Zone related to the Project; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

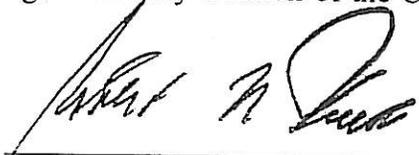
II.

That the City Manager or his designee is hereby authorized to negotiate and execute an agreement with Pioneer 360 and other necessary or required parties allowing for a maximum tax abatement of 75% of added value for 10 years and Chapter 380 Economic Development Program incentives that could include developer participation in a maximum amount of \$80,000, water utility assistance in a maximum amount of \$73,000, possible waiver of building and plan review fees; verification of no impact fees due; and, consideration of designating a Free Trade Zone related to the Project resulting from the demolition of existing structures and construction of approximately 1.3 million square feet of office/warehouse space located on the southeast quadrant of S.H. 360 and Pioneer Parkway in the area formerly known as Forum 303 Mall in the City of Arlington in Reinvestment Zone Number 27. Funds are available for possible infrastructure and water incentives in Developer Participation account 358504 68153 64830699 (\$80,000), Water account 16390205 68252 (\$56,000) and Sewer account 16390204 68250 (\$17,000).

III.

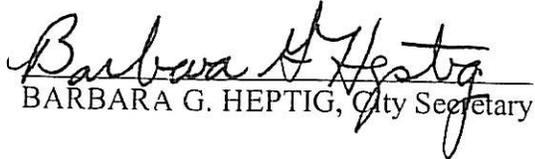
In authorizing the negotiation and execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

PRESENTED AND PASSED on this the 10th day of April, 2007 by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:



BARBARA G. HEPTIG, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

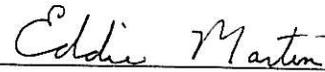
BY 

Exhibit "A"

Property Legal Description

Legal Descriptions:	Georeference:
Forum 303 Addition Tract 2R Lot 1 & Tracts 2A & 3A	14500-2R-1
Forum 303 Addition Tract 1 Lt 1R2	14500-1-1R2
Forum 303 Addition Tract 4	00976687
Forum 303 Addition Tract 1 Lt 1R1	05726360

Exhibit "B"

Map

Point: 32° 42' 32.97" N 97° 03' 28.49" W elev 548 ft



360

S. Watson Rd

Arkansas Ln

2005 TeleAtlas

Streaming 100%

Forum 303 Mall Se

Forum Dr

© 2005



Resolution No. 09-208

Approve a resolution authorizing the execution of amendments to the Tax Abatement Agreement and the Chapter 380 Agreement for Economic Development Incentives between the City of Arlington and Pioneer 360 Business Center relative to the development of property located at 2700-2950 E. Pioneer Parkway, Arlington, Texas

WHEREAS, on April 10, 2007, by Resolution No. 07-193, City Council authorized the negotiation and execution of a Tax Abatement Agreement and a Chapter 380 Agreement for Economic Development Incentives (referred hereinafter collectively as "Agreements") with Pioneer 360 Business Center relating to the development of property located at 2700-2950 E. Pioneer Parkway, Arlington, Texas; and

WHEREAS, subsequent to the execution of the agreements the property was replatted and a new metes and bounds description was created for the property; and

WHEREAS, the development had a main Phase I development and a more speculative Phase II development; and

WHEREAS, due to economic conditions and other circumstances Phase II development is not likely to meet the required requirements; and

WHEREAS, Pioneer 360 Business Center has transferred the Phase II property to a different entity; and

WHEREAS, the parties desire to replace Exhibit "A" to the Agreements to delete the Phase II development from the Agreements; and

WHEREAS, the parties desire to replace Exhibit "B" to the Agreements with a new property description that conforms to the new plat; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is hereby authorized to execute amendments to the existing Tax Abatement Agreement and the Chapter 380 Agreement for Economic Development Incentives with Pioneer 360 Business Center wherein Exhibit "A" of both Agreements is replaced with a new Exhibit "A" that removes the Phase II property from the project and Exhibit "B" of both Agreements is replaced with a new Exhibit "B" that provides a property legal description described in metes and bounds that conforms to the new plat.

III.

A substantial copy of both amendments are attached hereto and incorporated herein for all purposes.

PRESENTED AND PASSED on this the 4th day of August, 2009, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:


KAREN BARLAK, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY Eddie Martin

Resolution No. 10-013

Approve a resolution authorizing the execution of the Second Amendment to the Tax Abatement Agreement between the City of Arlington and Pioneer 360 Business Center, which has been assigned to CLPF – Pioneer 360, L.P., relative to the development of property located at 2700-2950 E. Pioneer Parkway, Arlington, Texas

WHEREAS, on April 10, 2007, by Resolution No. 07-193, City Council authorized the negotiation and execution of a Tax Abatement Agreement (the "Agreement") with Pioneer 360 Business Center relating to the development of property located at 2700-2950 E. Pioneer Parkway, Arlington, Texas; and

WHEREAS, on August 4, 2009, Council approved Resolution No. 09-208 amending the Agreement, replacing Exhibit "A" to delete the Phase II development from the Agreement and replacing Exhibit "B" with a new property description conforming to the new plat; and

WHEREAS, on August 4, 2009, Council approved Resolution No. 09-209 assigning the Agreement to CLPF - Pioneer 360, L.P. ("CLPF"); and

WHEREAS, due to the economic downturn, the project has had difficulty in recruiting tenants to fulfill the job creation criteria of the Agreements; and

WHEREAS, CLPF has asked the City to consider amending the timing of the added jobs requirement and the start date of the tax abatement to allow additional time for lease-up at the facility; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is hereby authorized to execute the Second Amendment to the Tax Abatement Agreement with Pioneer 360 Business Center, which has been assigned to CLPF, amending the start date of the tax abatement from January 1, 2010 to January 1, 2011. The revised agreement will run for a ten-year period through and including the tax year beginning January 1, 2020. The added jobs requirements will

change from 200 added jobs by January 1, 2010 with an additional 51 jobs added by January 1, 2011 to 200 added jobs by January 1, 2011 with an additional 51 jobs added by January 1, 2012.

III.

A substantial copy of the Second Amendment to the Tax Abatement is attached hereto and incorporated herein for all purposes.

PRESENTED AND PASSED on this the 12th day of January, 2010, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



Robert N. Cluck

ROBERT N. CLUCK, Mayor

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY *Eddie Martin*

Resolution No. 16-004

A resolution approving the assignment of all the rights and obligations accruing to CLPF – Pioneer 360, L.P. under that certain Tax Abatement Agreement, as amended, by and between CLPF – Pioneer 360, L.P. and the City of Arlington, Texas, as previously authorized and amended by Resolution Nos. 09-208, 09-209, 10-013, and 12-111

WHEREAS, on August 8, 2006, City Council approved Ordinance No. 06-073 creating Reinvestment Zone Number Twenty-Seven; and

WHEREAS, on April 10, 2007, City Council approved Resolution No. 07-193, authorizing the negotiation and execution of a Tax Abatement Agreement and a Chapter 380 Agreement for Economic Development Incentives with Pioneer 360 Business Center GP, LLC (“Pioneer 360 Business Center”); and

WHEREAS, on August 4, 2009, City Council approved Resolution No. 09-208 authorizing the amendments to both agreements with Pioneer 360 Business Center to provide a new property description that conformed to the new plat and removed the Phase II development from the agreements; and

WHEREAS, on August 4, 2009, City Council approved Resolution No. 09-209 authorizing the assignment of both agreements with Pioneer 360 Business Center to CLPF – Pioneer 360, L.P. (“CLPF”); and

WHEREAS, on January 12, 2010, City Council approved Resolution No. 10-013 authorizing the Second Amendment to the Tax Abatement Agreement and approved Resolution No. 10-014 authorizing the Second Amendment to the Chapter 380 Agreement for Economic Development Incentives, moving the start date of the agreements from January 1, 2010, to January 1, 2011; and

WHEREAS, the Second Amendment to the Chapter 380 Agreement for Economic Development Incentives was never executed as staff realized that the proposed benefit could not be achieved; and

WHEREAS, on June 5, 2012, City Council approved Resolution No. 12-111 authorizing the execution of the Third Amendment to the Tax Abatement Agreement to correctly indicate the acreage of the site as 64.193 and authorizing the execution of the Agreed Termination of Chapter 380 Agreement for Economic Development Incentives; and

WHEREAS, CLPF has sold the property to Pioneer Industrial, LLC (“Pioneer Industrial”); and

WHEREAS, CLPF desires to assign all of its rights and obligations under the Tax Abatement Agreement, as amended, to Pioneer Industrial; and

WHEREAS, CLPF has requested that the City Council approve an assignment of CLPF’s rights and obligations under the Tax Abatement Agreement, as amended, to Pioneer Industrial; and

WHEREAS, as of the date hereof, to the knowledge of the City, no factual circumstances or conditions exist which, with notice or the lapse of time, or both, would give rise to any obligation of any party to the Tax Abatement Agreement, as amended, which, if not satisfied, will constitute a default on the part of either party to the Tax Abatement Agreement, as amended, or constitute the basis for a claim or cause of action against CLPF; and

WHEREAS, the Tax Abatement Agreement, as amended, provides that the Tax Abatement Agreement, as amended, can be assigned with approval of the City Council, which approval shall not be unreasonably withheld; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Council hereby approves an assignment of all of CLPF’s rights and obligations under the Tax Abatement Agreement, authorized and amended by Resolution Nos. 09-208, 09-209, 10-013, and 12-111, to Pioneer Industrial.

III.

That the City Manager or his designee is authorized to execute a Consent and Estoppel establishing the conditions of the City’s approval of the assignment of the Tax Abatement Agreement, as amended. A substantial copy of the Consent and Estoppel for the Tax Abatement Agreement, as amended, is attached.

IV.

In approving assignment of the referenced Tax Abatement Agreement, as amended, the City of Arlington, Texas, through its City Council, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

PRESENTED AND PASSED on this the 12th day of January, 2016, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

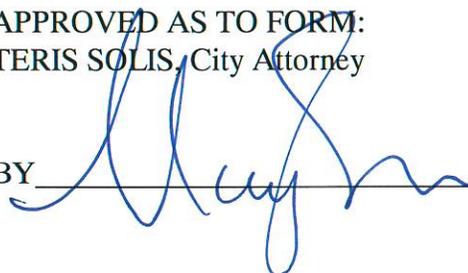
ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY



THE STATE OF TEXAS §

Tax Abatement Agreement

COUNTY OF TARRANT §

THIS Agreement is executed by and between PIONEER 360 BUSINESS CENTER , hereafter referred to as "OWNER"), and the CITY OF ARLINGTON, TEXAS, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, the City Council of CITY has resolved that the CITY may elect to participate in tax abatement; and

WHEREAS, the City Council, in accordance with law has adopted a Policy Statement for Tax Abatement; and

WHEREAS, prior to executing this Agreement, the CITY has adopted a Policy Statement consistent with this Agreement; and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY; and

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined) and the other terms hereof are consistent with encouraging development within Reinvestment Zone Number Twenty-Seven, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable law; and

WHEREAS, the City Council finds that the terms of this Agreement meet applicable guidelines and criteria adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to the Agreement is located; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

- A. "Base Year Value" is defined as the tax year 2007 taxable value of OWNER's business personal property and real estate located on the Premises in Reinvestment Zone Number Twenty-Seven, on January 1, 2007, as finally determined by Tarrant Appraisal District (Base Year Value shall be calculated as the sum of 100% of #06647626, 100% of #00976652, and 33% of #00976687).
- B. "Effective Date" is defined as January 1, 2010.
- C. "Eligible Property" is defined as Real Property Improvements as provided in Exhibit "A" delivered to, installed or placed on the Premises from June 20, 2007 through December 31, 2010 . Exhibit A is attached hereto and incorporated herein for all purposes.
- D. "Personal Property Improvements" are defined as tangible personal property (except inventory or supplies) delivered to, installed or located on the Premises.
- E. "Premises" are defined as the real property (land and improvements) as described by metes and bounds in Exhibit "B" which existed on January 1, 2007, Reinvestment Zone Number Twenty-Seven, that is owned by and operated by OWNER. Exhibit B is attached hereto and incorporated herein for all purposes.
- F. "Real Property Improvements" are defined as improvements to the Premises and shall include buildings, structures or fixtures erected or affixed to land.
- G. "Reinvestment Zone Number Twenty-Seven" is defined as the real property located in the City of Arlington and described by City of Arlington Ordinance No. 06-073, (attached hereto as Exhibit "C").

II.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.

It is acknowledged and agreed by the parties that the completion of the Eligible Property Improvements is

consistent with the purposes of encouraging development or redevelopment of the Reinvestment Zone.

III.

Improvement Conditions and Requirements

- A. OWNER shall improve the Premises by completing the Eligible Property described in Exhibit "A" in accordance with this Agreement.
- B. OWNER's completion of the Eligible Property described in Exhibit "A" of this Agreement must result in added taxable value above the Base Year Value ("Added Value") of at least Forty Million Dollars (\$40,000,000) not later than January 1, 2010 and provide at least 200 added by January 1, 2010 and an additional 51 added jobs by January 1, 2011.
- C. OWNER shall operate and maintain on the Premises the Eligible Property described in Exhibit "A" for the Term (as defined herein).
- D. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- E. OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Eligible Property. OWNER further covenants and agrees that it will use all reasonable efforts to cause the Eligible Property to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws and regulations.

IV.

Abatement Allowed

- A. If the Improvement Conditions set forth in Section III are met, CITY agrees to exempt from taxation seventy-five percent (75%) of the taxable value of the Eligible Property. The exemption shall be for a period as follows, from the tax year beginning January 1, 2010 through and including the tax year beginning January 1, 2019, for Real Property Improvements.
- B. If OWNER meets all the requirements of paragraph (A) above except the Added Value and Added Jobs requirements, then the OWNER will still be eligible for a Tax Abatement as follows:

1. Tax Abatement of forty percent (40%) of Real Property Improvements for a period of seven (7) consecutive years, if Added Value of at least \$10 million and Added Jobs of 101 not later than January 1, 2010;
 2. Tax Abatement of thirty percent (30%) of Real Property Improvements for a period of five (5) consecutive years, if Added Value of at least \$5 million and Added Jobs of 50 not later than January 1, 2010;
 3. Tax Abatement of twenty percent (20%) of Real Property Improvements for a period of five (5) consecutive years, if Added Value of at least \$1.0 million and Added Jobs of 5 not later than January 1, 2010.
- C. The Base Year Value and any value added to the Premises or located within Reinvestment Zone Number Twenty-seven and not contained in Exhibit "A" shall be fully taxable in accordance with the Texas Property Tax Code.
- D. Should the taxable value of the Premises as described in Section I.F. herein fall below the Base Year Value, then the abatement shall apply only to the taxable value of the Eligible Property minus the difference between the Base Year Value and the taxable value of the Premises, if such amount exceeds the Base Year Value.

V.

Reports, Audits and Inspections

- A. Annual Certification and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of the tax abatement agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:
1. Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of the tax abatement agreement, to be due annually not later than March 15. This certification shall include reports on Eligible Property values and costs, a narrative description

of the project's progress, and other submittals required by the tax abatement agreement.

2. Eligible Property Reports -- At a minimum, OWNER shall make available on request the following information annually on all Eligible Property for which OWNER seeks tax abatement:
 - a. Property description;
 - b. Asset number;
 - c. Payment date for property located on Premises; and
 - d. Cost.

3. Eligible Property Reports for Projects in Progress -
- For projects in progress for which fixed asset numbers have not been assigned, the Eligible Property report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:
 - a. Description of materials, machinery and equipment;
 - b. Vendor name, invoice date, invoice number and invoice amount; and
 - c. Payment date for property located on Premises.

4. Reports on Equipment Replaced or Removed -- Additionally, OWNER agrees to provide CITY, on request, information on Eligible Property for which OWNER has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:
 - a. Property description;
 - b. Asset number; and
 - c. Approximate date of disposal.

5. Report Upon Project Completion -- Within one-hundred eighty (180) days of completion of the Eligible Property, and in no event later than June 30, 2011, OWNER shall provide CITY with a final Eligible Property Report that shall describe all Eligible

Property for which the owner is granted tax abatement. This report shall be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.

6. Additional Reports -- Additionally, throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the reports required by this agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. OWNER agrees to provide CITY with copies of each section of each lease which contains the following information, if any, related to the Eligible Property for which tax abatement is sought:
1. The beginning and termination dates of the leases;
 2. The cost of the property to which the leases pertain;
 3. The names and addresses of the parties to the lease, and the name, address and telephone number of a contact person for each party;
 4. Asset numbers for personal property to which the leases pertain;
 5. The party responsible for property taxes on the leased property; and
 6. Termination provisions of the leases.

Copies of the above-referenced information from the leases shall be provided upon request by the CITY. In the event that the above information exists but is not contained in the lease, that information shall be provided with the applicable copies. This subsection is for the purpose of providing CITY the means to enforce its tax collection and assessment duties, while respecting that each lease may contain proprietary or

confidential information which, if made public, could expose secret patterns and procedures of OWNER to theft. To further the ends of both parties, CITY may inspect, but may not copy, the lease documents upon thirty (30) days' notice at a place on the Premises.

- D. Inspection - At all times throughout the term of this Agreement, CITY and the Tarrant Appraisal District (TAD) shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY or TAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

VI.

Use of Premises

The Premises at all times shall be used in a manner that is consistent with CITY's zoning ordinances and consistent with the general purpose of encouraging development within the Arlington/Great Southwest Enterprise Zone. Both parties acknowledge that the use of the Premises for office, warehouse, manufacturing and/or distribution uses and related activities in accordance with this Agreement is consistent with such purposes.

VII.

Breach and Recapture

- A. Breach - A breach of this Agreement may result in termination or modification of this Agreement and recapture by CITY of taxes which otherwise would have been paid since the execution of this Agreement to CITY without the benefit of the Abatement, as set forth in Sections VII(B) and VII(C). Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, and such taxes shall become due sixty (60) days following notice of breach and after the expiration of any cure period as provided in Section VII(B). The following conditions shall constitute a breach of this Agreement:

1. OWNER terminates the use of the Premises for office and warehouse distribution as described in Exhibit "A" and related activities at any time during the duration of the Agreement; or
 2. OWNER fails to meet the Abatement Conditions and Requirements as specified in Section III A., B., C. D and E. above, or IV B. 1., 2., or 3 above; or
 3. OWNER allows its ad valorem taxes on any property located within the City of Arlington owed to CITY to become delinquent; or
 4. OWNER fails to comply with the requirements and provisions described in Section V of this Agreement.
- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such default. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by CITY, and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section IX of this Agreement. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes and to demand payment of such.
- C. Recapture - Recapture - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), (2) (3) or (4) of this Section VII, CITY may terminate this Agreement and recapture all taxes abated under this Agreement up to the time of breach, subject to the meeting of Section IV.B. herein providing an instance when recapture will not occur.

The annual employment commitments set forth in this agreement, for the purposes of recapture, shall be determined by averaging Developer's employment data. The job requirement for January 1, 2010 shall be determined by the actual number of added jobs on that date. The job requirement for each subsequent year shall be determined by averaging Developer's employment data for the last month of each calendar quarter in such years. The job requirement, therefore, will be determined by averaging the number of Full-time Equivalent Jobs on the Property in March, June, September and December of each tax year. This average number shall be used as the job requirement

number for each tax year. The parties may mutually agree to change the method of calculating the job requirement number.

- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

VIII.

Effect of Sale or Lease of Property

The abatement granted by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the City Council and such approval will not be unreasonably withheld.

IX.

Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: Brian Flaherty
Pioneer 360 Business Park
910 Stratford
Southlake, TX 76092

CITY: City of Arlington
Post Office Box 90231
Arlington, Texas 76004-3231
Attention: City Manager

X.

City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Tax Abatement Agreement on behalf of the CITY.

XI.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XII.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XIII.
Owner's Standing

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XIV.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XV.
Indemnification

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any such responsibility

or liability. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XVI.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVII.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XVIII.
Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Tarrant County, Texas.

XIX.
Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best

efforts to select and employ such companies and persons for work on this Agreement.

XX.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXI.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld, provided however, the procedures set out in Section VIII, Effect of Sale or Lease of Property, is binding for the assignment situation specifically described in Section VIII.

XXII.
Termination

This Agreement shall terminate, in accordance with the terms of this Agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; however, in no event shall the agreement exceed 10 years from the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

PIONEER 360 BUSINESS CENTER

BY Brian Flaherty
Signature
Brian Flaherty
MANAGER
Type or Printed Title

WITNESS:
Dorinda King

CITY OF ARLINGTON, TEXAS

BY


TREY YELVERTON
Deputy City Manager

ATTEST:


KAREN BARLAR, Acting City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

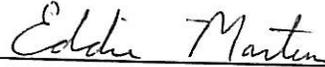
BY 

Exhibit "A"

Exhibit "A"

This project will be a redevelopment of the current Forum 303 mall and Dillard's site located at 2700-2950E Pioneer Pkwy. The development will consist of warehousing and logistics with varying degrees of office finish out (from a low of 5% in the 717,000 square foot building to a high of 50% in the rear load facilities).

The redevelopment will occur in two Phases:

Phase I shall consist of a 58-acre site on which 3 buildings totaling 1,107,500 square feet shall be built (see site plan); Bldg A to be a 222,500sf rear load facility located at the northwest corner of the site (Southeast corner of the 360 and Pioneer intersection).

Bldg B to be a 168,000 square feet rear load facility fronting 360 (East side of 360 adjacent to Watson Road), and Bldg C to be a 717,000sf cross dock facility (located almost exactly where the current Forum 303 mall and Dillard's buildings stand).

Phase I construction cost is estimated at \$25 million (taxable value estimated at \$55 million).

Phase II shall occur on 8 acres located at the southwest corner of the site (northeast corner of the Arkansas and 360 intersection). Additional Phase II development will be eligible for abatement

- If the use qualifies as a Target Industry under the City's policy, and
- Only for the remaining term of the agreement.

Phase II construction cost is estimated at \$5 million (taxable value estimated at \$10 million).

Exhibit "B"

36.325 ACRE TRACT

John Langley Survey, Abstract No. 975
City of Arlington, Tarrant County, Texas

DESCRIPTION, of a 36.325 acre tract of land situated in the John Langley Survey, Abstract No. 975, City of Arlington, Tarrant County, Texas, said tract being all of Lot 1R, Tract I, Forum 303 Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-189, Page 7 of the Plat Records of Tarrant County, Texas, said 36.325 acre tract being that tract of land described in Special Warranty Deed to Forum Arlington Properties, Ltd. recorded in Volume 11804, Page 1927 of the Deed Records of Tarrant County, Texas; said 36.325 acre tract being more particularly described as follows:

BEGINNING, at a brass Texas Department of Transportation monument found in the east right-of-way line of State Highway 360 (a variable width right-of-way); said point being the most westerly northwest corner of said Lot 1R, Tract I; said point also being the southwest corner of Lot 4B, Tract I of the Forum 303 Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 870 of said Plat Records;

THENCE, along the south and east line of said Lot 4B, Tract I, the following thirteen (13) calls:

South 69 degrees, 03 minutes, 50 seconds East, a distance of 66.74 (Plat: 66.84) feet to a 5/8-inch iron rod with "Carter & Burgess" cap found for angle point;

North 49 degrees, 13 minutes, 16 seconds East, a distance of 41.70 feet to a 5/8-inch iron rod with "Carter & Burgess" cap found for angle point;

North 53 degrees, 27 minutes, 42 seconds East, a distance of 48.71 (Plat: 48.60) feet to a "+" cut in concrete found for angle point;

North 59 degrees, 11 minutes, 49 seconds East, a distance of 61.27 feet to a "+" cut in concrete found for angle point;

North 67 degrees, 20 minutes, 51 seconds East, a distance of 66.15 feet to a "+" cut in concrete found for angle point;

North 64 degrees, 43 minutes, 15 seconds East, a distance of 52.12 feet to a 5/8-inch iron rod with "Carter & Burgess" cap found for angle point;

North 79 degrees, 57 minutes, 19 seconds East, a distance of 62.55 feet to an angle point;

North 85 degrees, 45 minutes, 20 seconds East, a distance of 51.56 feet to a 5/8-inch iron rod with "Carter & Burgess" cap found for angle point;

South 89 degrees, 16 minutes, 04 seconds East, a distance of 47.42 feet to a 5/8-inch iron rod with "Carter & Burgess" cap found for angle point;

South 82 degrees, 32 minutes, 38 seconds East, a distance of 58.94 (Plat: 58.79) feet to a 1/2-inch iron rod found for angle point;

North 48 degrees, 44 minutes, 24 seconds East, a distance of 30.76 feet to a 5/8-inch iron rod with "Carter & Burgess" cap found for angle point;

North 02 degrees, 10 minutes, 19 seconds West, a distance of 116.51 feet to an angle point;

North 23 degrees, 56 minutes, 23 seconds West, a distance of 28.46 (Plat: 29.77) feet to an angle point in the south right-of-way line of Spur Highway 303 (a variable width right-of-way);

THENCE, North 89 degrees, 26 minutes, 47 seconds East, along the said south line of Spur Highway 303, a distance of 87.70 feet to a point for corner; said point being the northwest corner of Lot 2, Tract I, Forum 303 Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-119, Page 29 of the said Plat Records;

THENCE, along the west and south line of said Lot 2, Tract I, the following three (3) calls:

South 00 degrees, 38 minutes, 08 seconds East, a distance of 190.50 (Plat: 185.00) feet to a 5/8-inch iron rod with yellow cap found for corner;

South 70 degrees, 18 minutes, 00 seconds East, a distance of 115.86 feet to a 1/2-inch iron rod with yellow cap found for angle point;

North 88 degrees, 48 minutes, 08 seconds East, a distance of 61.43 (Plat: 61.74) feet to a "+" cut on a rail road spike found for corner; said point being the westerly northwest corner of Lot 1, Tract IIR & Part of Tract III Forum 303 Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-64, Page 22 of the said Plat Records;

THENCE, along the west and south line of said Lot 1, Tract IIR & Part of Tract III Forum 303 Addition, the following eight (8) calls:

South 20 degrees, 36 minutes, 28 seconds East, a distance of 422.12 (Plat: 472.71) feet to a point for corner;

North 69 degrees, 23 minutes, 32 seconds East, a distance of 125.26 feet to a PK nail in concrete found for corner;

South 20 degrees, 36 minutes, 28 seconds East, a distance of 398.43 feet to a "+" cut in concrete found for corner;

North 69 degrees, 23 minutes, 32 seconds East, a distance of 68.96 feet to a point for corner;

South 20 degrees, 36 minutes, 28 seconds East, a distance of 211.95 (Plat: 212.24) feet to a point for corner;

North 69 degrees, 23 minutes, 32 seconds East, a distance of 29.00 feet to a point for corner;

South 20 degrees, 36 minutes, 28 seconds East, a distance of 168.20 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

North 69 degrees, 20 minutes, 50 seconds East, a distance of 517.06 (Plat: 516.80) feet to a 1/2-inch iron rod found for corner; said point being the west corner of Lot B, Tract IV Forum 303 Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-206, Page 17 of the said Plat Records;

THENCE, South 00 degrees, 31 minutes, 48 seconds East, along the west line of said Lot B, a distance of 210.35 (Plat: 209.92) feet to a point for corner; said point being the northeast corner of Lot 2R, Tract V Forum 303 Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-201, Page 72 of the said Plat Records;

THENCE, South 69 degrees, 23 minutes, 32 seconds West, along the south line of said Lot 1R, a distance of 1,369.95 feet to a PK nail set for corner in the east line of Tract IV, Forum 303 Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-64, Page 22 of the said Plat Records;

THENCE, along the said west line and north line of said Tract IV, the following six (6) calls:

North 01 degrees, 32 minutes, 36 seconds West, a distance of 230.20 feet to an angle point;

North 20 degrees, 36 minutes, 28 seconds West, a distance of 559.59 feet to a point for corner;

South 69 degrees, 23 minutes, 32 seconds West, a distance of 31.08 feet to a point for corner;

North 20 degrees, 36 minutes, 28 seconds West, a distance of 49.92 feet to a point for corner;

South 69 degrees, 23 minutes, 32 seconds West, a distance of 211.00 feet to an angle point;

South 63 degrees, 43 minutes, 19 seconds West, a distance of 351.98 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner in the said east line of State Highway 360; from said point a 1/2-inch iron rod found bears North 86 degrees, 56 minutes West a distance of 16.3 feet;

THENCE, along the said east line of State Highway 360, the following four (4) calls:

North 01 degrees, 12 minutes, 37 seconds West, a distance of 217.37 (Plat: 217.60) feet to a 5/8-inch iron rod with "Carter & Burgess" cap found for angle point;

North 02 degrees, 41 minutes, 11 seconds East, a distance of 147.15 feet to a brass Texas Department of Transportation monument found for corner; said point being the beginning of a non-tangent curve to the right;

Northerly, along said curve to the right, having a central angle of 18 degrees, 22 minutes, 56 seconds, a radius of 1,412.40 feet, a chord bearing and distance of North 11 degrees, 52 minutes, 44 seconds East, 451.20 feet, an arc distance of 453.14 feet to a 1/2-inch iron rod in concrete found at the end of said curve;

North 21 degrees, 01 minutes, 06 seconds East, a distance of 146.50 (Plat: 146.37) feet to the POINT OF BEGINNING;

CONTAINING, 1,582,320 square feet or 36.325 acres of land, more or less.

8.140 ACRE TRACT

John Langley Survey, Abstract No. 975
City of Arlington, Tarrant County, Texas

DESCRIPTION, of a 8.140 acre tract of land situated in the John Langley Survey, Abstract No. 975, City of Arlington, Tarrant County, Texas; said tract being part of Tract IV, Forum 303, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-64, Page 22 of the Plat Records of Tarrant County, Texas; said tract being part of a tract of land described in Special Warranty Deed to 2901 Pioneer Properties, Ltd. recorded in Instrument Number D205205307 of the Deed Records of Tarrant County, Texas; said 8.140 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set for corner for the south end of a corner clip at the intersection of the north right-of-way line of Arkansas Lane (a variable width right-of-way) and the east right-of-way line of State Highway 360 (a variable width right-of-way);

THENCE, North 53 degrees, 29 minutes, 08 seconds West, along said corner clip a distance of 128.63 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 12 degrees, 06 minutes, 38 seconds West, along the said east line of State Highway 360, a distance of 455.33 feet to a point for corner;

THENCE, North 88 degrees, 32 minutes, 42 seconds East, a distance of 728.95 feet to a point for corner;

THENCE, South 01 degrees, 32 minutes, 36 seconds East, a distance of 521.93 feet to a point for corner;

THENCE, South 01 degrees, 32 minutes, 36 seconds East, a distance of 4.69 feet to a "+" cut in concrete found for corner; said point being in the said north right-of-way line of Arkansas Lane;

THENCE, South 88 degrees, 32 minutes, 42 seconds West, a distance of 544.16 feet to the POINT OF BEGINNING;

CONTAINING: 354,579 square feet or 8.140 acres of land, more or less.

8.132 ACRE TRACT

John Langley Survey, Abstract No. 975
City of Arlington, Tarrant County, Texas

DESCRIPTION, of a 8.132 acre tract of land situated in the John Langley Survey, Abstract No. 975, City of Arlington, Tarrant County, Texas; said tract being part of Tract IV, Forum 303, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-64, Page 22 of the Plat Records of Tarrant County, Texas; said tract being part of a tract of land described in Special Warranty Deed to 2901 Pioneer Properties, Ltd. recorded in Instrument Number D205205307 of the Deed Records of Tarrant County, Texas; said 8.132 acre tract being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod with "Pacheco Koch" cap set for corner for the south end of a corner clip at the intersection of the north right-of-way line of Arkansas Lane (a variable width right-of-way) and the east right-of-way line of State Highway 360 (a variable width right-of-way);

THENCE, North 53 degrees, 29 minutes, 08 seconds West, along said corner clip a distance of 128.63 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 12 degrees, 06 minutes, 38 seconds West, along the said east line of State Highway 360, a distance of 518.28 feet to the POINT OF BEGINNING;

THENCE, North 12 degrees, 06 minutes, 38 seconds West, along the said east line of State Highway 360, a distance of 62.95 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;

THENCE, northwesterly, along said curve, having a central angle of 02 degrees, 19 minutes, 11 seconds, a radius of 1,412.40 feet, on a chord bearing and distance of North 11 degrees, 42 minutes, 08 seconds West, 57.18 feet, an arc distance of 57.18 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 29 seconds West, a distance of 285.62 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; from said point a 1/2-inch iron rod found bears North 86 degrees, 56 minutes West, a distance of 16.3 feet;

THENCE, along the north and east lines of said Tract IV the following six (6) calls:

North 63 degrees, 43 minutes, 19 seconds East, a distance of 351.98 feet to a point for corner;

North 69 degrees, 23 minutes, 32 seconds East, a distance of 211.00 feet to a point for corner;

South 20 degrees, 36 minutes, 28 seconds East, a distance of 49.92 feet to a point for corner;

North 69 degrees, 23 minutes, 32 seconds East, a distance of 31.08 feet to a point for corner;

South 20 degrees, 36 minutes, 28 seconds East, a distance of 559.59 feet to a point for corner;

South 01 degrees, 32 minutes, 36 seconds East, a distance of 55.16 feet to a point for corner;

THENCE, South 88 degrees, 32 minutes, 42 seconds West, a distance of 728.95 feet to the POINT OF BEGINNING;

CONTAINING: 354,234 square feet or 8.132 acres of land, more or less.

Exhibit "C"

Ordinance No. 06-073

An ordinance establishing Reinvestment Zone Number Twenty-Seven; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and

WHEREAS, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Twenty-Seven, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That all of the recitals contained in the preambles of this ordinance are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

2.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone Number Twenty-Seven has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and

- B. That the boundaries of Reinvestment Zone Number Twenty-Seven should be the proposed area of land more fully described in the property description attached hereto as **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**; and
- C. That the improvements sought to be made in Reinvestment Zone Number Twenty-Seven are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and
- D. That the proposed area of land to be designated Reinvestment Zone Number Twenty-Seven is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Twenty-Seven for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Twenty-Seven of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Twenty-Seven of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

5.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

6.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

7.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

8.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

9.

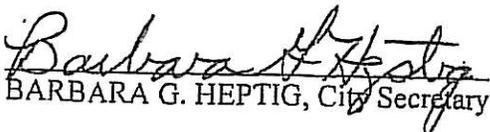
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 25th day of July, 2006, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 8th day of August, 2006, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:



BARBARA G. HEPTIG, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY Eddie Martin

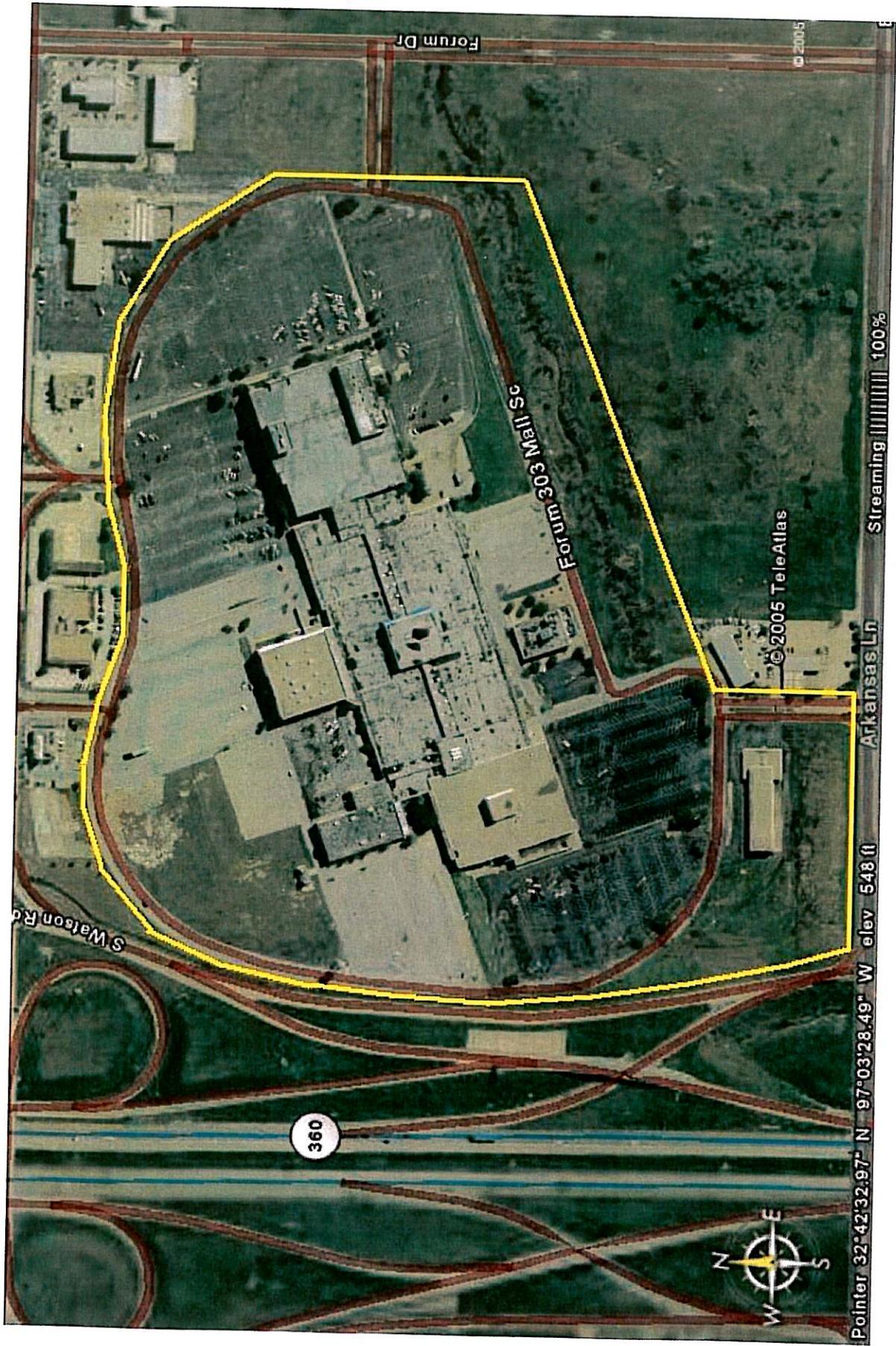
Exhibit "A"

Property Legal Description

Legal Descriptions:	Georeference:
Forum 303 Addition Tract 2R Lot 1 & Tracts 2A & 3A	14500-2R-1
Forum 303 Addition Tract 1 Lt 1R2	14500-1-1R2
Forum 303 Addition Tract 4	00976687
Forum 303 Addition Tract 1 Lt 1R1	05726360

Exhibit "B"

Map



Forum Dr

© 2005

Forum 303 Mall Sc

© 2005 TeleAtlas

Streaming 100%

Arkansas Ln

S Watson Rd

360

Pointer 32°42'32.97" N 97°03'28.49" W elev 548 ft



STATE OF TEXAS §
 § TAX ABATEMENT AGREEMENT
COUNTY OF TARRANT § AMENDMENT

THIS TAX ABATEMENT AGREEMENT AMENDMENT is entered into on this the 4th day of August, 2009, by and between the City of Arlington, Texas, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "CITY"), and Pioneer 360 Business Center, a Texas Limited Liability Corporation, (hereinafter "PIONEER 360").

WITNESSETH :

- WHEREAS, CITY and PIONEER 360 have heretofore entered into a Tax Abatement Agreement ("AGREEMENT") authorized by Resolution No. 07-193 approved by City Council on April 10, 2007; and
- WHEREAS, subsequent to the execution of the AGREEMENT the property was replatted and a new legal description described in metes and bounds was created for the property; and
- WHEREAS, the development had a main Phase I development and a more speculative Phase II development; and
- WHEREAS, due to economic conditions and other circumstances Phase II development is not likely to meet the required requirements; and
- WHEREAS, Pioneer 360 Business Center has transferred the Phase II property to a different entity; and
- WHEREAS, CITY and PIONEER 360 now desire to amend the AGREEMENT to provide a new property description that conforms to the new plat and removes the Phase II development from the Agreement; NOW THEREFORE

FOR AND IN CONSIDERATION of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided below, all other terms and conditions of the AGREEMENT shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the AGREEMENT, this Amendment shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree to amend the AGREEMENT as follows:

I.

Exhibit "A" attached to the AGREEMENT is hereby replaced in its entirety with the Exhibit "A" attached to this Amendment wherein the Phase II development is removed from the project.

II.

Exhibit "B" attached to the AGREEMENT is hereby replaced in its entirety with the Exhibit "B" attached to this Amendment wherein the legal description of the property as described in metes and bounds conforms to the new plat.

III.

CITY and PIONEER 360 recognize that this Amendment shall commence upon the day first written above and continue in full force and effect until termination in accordance with its provisions.

EXECUTED this 8th day of September, 2009.

PIONEER 360 BUSINESS CENTER

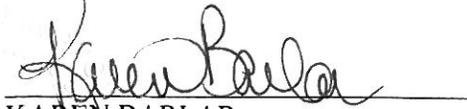
BY Brian Flaherty
BRIAN FLAHERTY
Manager

WITNESS:

CITY OF ARLINGTON, TEXAS

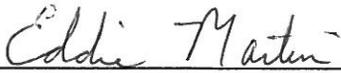
BY Trey Yelverton
TREY YELVERTON
Deputy City Manager

ATTEST:



KAREN BARLAR,
City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

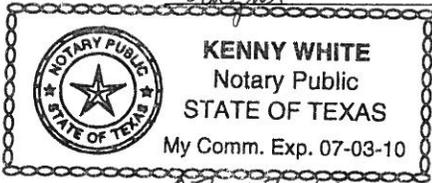
BY: 

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

PIONEER 360 BUSINESS CENTER
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **BRIAN FLAHERTY**, known to me (or proved to me on the oath of _____ or through Driver License (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **PIONEER 360 BUSINESS CENTER, a Texas Limited Liability Corporation**, and as the **Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24 day of August, 2009.



07-03-10
My Commission Expires

[Signature]
Notary Public in and for
The State of Texas
Kenny White
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, a municipal corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of September, 2009.

9/11/10
My Commission Expires

[Signature]
Notary Public in and for
The State of Texas
ANN C. RINEY
Notary's Printed Name

(4)

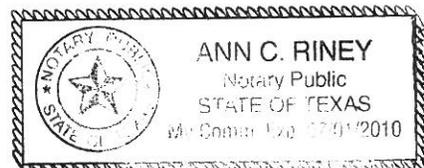


Exhibit "A"

This project will be a redevelopment of the current Forum 303 mall and Dillard's site located at 2700-2950E Pioneer Pkwy. The development will consist of warehousing and logistics with varying degrees of office finish out (from a low of 5% in the 717,000 square foot building to a high of 50% in the rear load facilities).

The development shall consist of a 58-acre site on which 3 buildings totaling 1,107,500 square feet shall be built (see site plan); Bldg A to be a 222,500sf rear load facility located at the northwest corner of the site (Southeast corner of the 360 and Pioneer intersection).

Bldg B to be a 168,000 square feet rear load facility fronting 360 (East side of 360 adjacent to Watson Road), and Bldg C to be a 717,000sf cross dock facility (located almost exactly where the current Forum 303 mall and Dillard's buildings stand).

Construction cost is estimated at \$25 million (taxable value estimated at \$55 million).

Exhibit "B"

8.140 ACRE TRACT

Lot 4-R, Block 1, Pioneer 360 Business Center
John Langley Survey, Abstract No. 975
City of Arlington, Tarrant County, Texas

DESCRIPTION, of a 8.140 acre tract of land located in the John Langley Survey, Abstract No. 975, Tarrant County, Texas; said tract being all of that tract of land described in Special Warranty Deed recorded in Instrument No. D207222751 of the Official Public Records of Tarrant County, Texas; said tract being all of Lot 4-R, Block 1, Pioneer 360 Business Center, an addition to the City of Arlington, Texas according to the plat recorded in Instrument No. D209103553 of said Official Public Records; said 8.140 acre tract being more particularly described as follows (bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on reference Frame: NAD83 (CORS96), EPOCH: 2002.00):

BEGINNING, at a 1/2-inch iron rod with "Mycoskie Mcinnis" cap found for corner at the south end of a right-of-way corner clip at the intersection of the north right-of-way line of Arkansas Lane (a variable width right-of-way) with the east right-of-way line of State Highway 360 (a variable width right-of-way);

THENCE, North 53 degrees, 29 minutes, 08 seconds West, along said corner clip, a distance of 128.63 feet to a brass Texas Department of Transportation monument found for corner;

THENCE, North 12 degrees, 06 minutes, 38 seconds West, along the said east line of State Highway 360, a distance of 455.33 feet to a point for corner; said point being the southwest corner of Lot 3-R, Block 1 of said Pioneer 360 Business Center;

THENCE, North 88 degrees, 32 minutes, 42 seconds East, along the south lines of said Lot 3-R, Block 1 and Lot 1-R, Block 1 of said Pioneer 360 Business Center, at a distance of 571.51 feet passing the southeast corner of said Lot 3-R, Block 1 and the westernmost southwest corner of said Lot 1-R, Block 1, then continuing in all a total distance of 728.95 feet to a point for corner; said point being a reentrant corner of said Lot 1-R, Block 1;

THENCE, South 01 degree, 32 minutes, 36 seconds East, along the southernmost west line of said Lot 1-R, Block 1 and the west line of Lot 4, Tract V, Forum 303 Addition, an addition to the City of Arlington, Texas according to the plat recorded in Volume 388-201, Page 72 of the Plat Records of Tarrant County, Texas, at a distance of 175.04 feet passing a "+" cut in concrete found, said point being the southernmost southwest corner of said Lot 1-R, Block 1, then continuing in all a total distance of 526.62 feet to a "+" cut in concrete found for corner; said point being in the said north line of Arkansas Lane;

THENCE, South 88 degrees, 32 minutes, 42 seconds West, along the said north line of Arkansas Lane, a distance of 544.16 feet to the POINT OF BEGINNING;

CONTAINING: 354,579 square feet or 8.140 acres of land, more or less.

64.193 ACRE TRACT

Lots 1-R, 2-R, & 3-R, Block 1, Pioneer 360 Business Center
John Langley Survey, Abstract No. 975
City of Arlington, Tarrant County, Texas

DESCRIPTION, of a 64.193 acre tract of land located in the John Langley Survey, Abstract No. 975, Tarrant County, Texas; said tract being all of those tracts of land described in Special Warranty Deeds recorded in Instrument No. D207222131 and Instrument No. D207222133 of the Official Public Records of Tarrant County, Texas; said tract being all of Lots 1-R, 2-R, and 3-R, Block 1, Pioneer 360 Business Center, an addition to the City of Arlington, Texas according to the plat recorded in Instrument No. D209103553 of said Official Public Records; said 64.193 acre tract being more particularly described as follows (bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on reference Frame: NAD83 (CORS96), EPOCH: 2002.00):

COMMENCING, at a 1/2-inch iron rod with "Mycoskie Mcinnis" cap found at the south end of a right-of-way corner clip at the intersection of the north right-of-way line of Arkansas Lane (a variable width right-of-way) with the east right-of-way line of State Highway 360 (a variable width right-of-way); said point being the southernmost southwest corner of Lot 4-R, Block 1 of said Pioneer 360 Business Center;

THENCE, North 53 degrees, 29 minutes, 08 seconds West, along said corner clip, a distance of 128.63 feet to a brass Texas Department of Transportation monument found; said point being the westernmost southwest corner of said Lot 4-R, Block 1;

THENCE, in a northerly direction, along the said east line of State Highway 360, the following eight (8) calls:

North 12 degrees, 06 minutes, 38 seconds West, a distance of 455.33 feet to the POINT OF BEGINNING; said point being the northwest corner of said Lot 4-R, Block 1;

North 12 degrees, 06 minutes, 38 seconds West, a distance of 62.95 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the beginning of a non-tangent curve to the right;

Along said curve to the right, having a central angle of 02 degrees, 19 minutes, 11 seconds, a radius of 1412.40 feet, on a chord bearing and distance of North 11 degrees, 42 minutes, 08 seconds West, 57.18 feet, an arc distance of 57.18 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the end of said curve;

North 00 degrees, 56 minutes, 29 seconds West, a distance of 285.62 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at an angle point;

North 01 degree, 12 minutes, 37 seconds West, a distance of 217.37 feet to a 5/8-inch iron rod with "Carter Burgess" cap found at an angle point;

North 02 degrees, 41 minutes, 11 seconds East, a distance of 147.15 feet to a brass Texas Department of Transportation monument found at the beginning of a tangent curve to the right;

Along said curve to the right, having a central angle of 18 degrees, 22 minutes, 56 seconds, a radius of 1412.40 feet, on a chord bearing and distance of North 11 degrees, 52 minutes, 44 seconds East, 451.20 feet, an arc distance of 453.14 feet to a 1/2-inch iron rod in concrete found at the end of said curve;

North 21 degrees, 01 minute, 06 seconds East, a distance of 146.50 feet to a brass Texas Department of Transportation monument found for corner; said point being the southwest corner of Lot 4B, Tract I, Forum 303 Addition, an addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 870 of said Plat Records;

THENCE, departing said east right-of-way line of State Highway 360 and along the south line of said Lot 4B, Tract I, the following seven (7) calls:

South 69 degrees, 03 minutes, 50 seconds East, a distance of 66.74 feet to a 5/8-inch iron rod with "Carter Burgess" cap found for corner;

North 49 degrees, 13 minutes, 16 seconds East, a distance of 41.70 feet to an angle point;

North 53 degrees, 27 minutes, 42 seconds East, a distance of 48.71 feet to an angle point;

North 59 degrees, 11 minutes, 49 seconds East, a distance of 61.27 feet to an angle point;

North 67 degrees, 20 minutes, 51 seconds East, a distance of 66.15 feet to an angle point;

North 64 degrees, 43 minutes, 15 seconds East, a distance of 52.12 feet to a 5/8-inch iron rod found at an angle point;

North 79 degrees, 57 minutes, 19 seconds East, a distance of 62.55 feet to a an angle point; from said point a 5/8-inch iron rod with "Mycoskie Mcinnis" cap found bears North 21 degrees, 28 minutes West, a distance of 0.3 feet; from said point a 5/8-inch iron rod with "Carter & Burgess" cap found bears North 37 degrees, 50 minutes East, a distance of 0.3'; said point being the easternmost southeast corner of said Lot 4B, Tract I and the southwest corner of Lot 4A, Tract I of said Forum 303 Addition;

THENCE, along the south and east lines of said Lot 4A, Tract I, the following six (6) calls:

North 85 degrees, 45 minutes, 20 seconds East, a distance of 51.56 feet to a 5/8-inch iron rod with "Carter Burgess" cap found at an angle point;

South 89 degrees, 16 minutes, 04 seconds East, a distance of 47.42 feet to a 1/2-inch iron rod found at an angle point;

South 82 degrees, 32 minutes, 38 seconds East, a distance of 58.94 feet to a 1/2-inch iron rod found for corner;

North 48 degrees, 44 minutes, 24 seconds East, a distance of 30.76 feet to a 5/8-inch iron rod with "Carter Burgess" cap found for corner;

North 02 degrees, 10 minutes, 19 seconds West, a distance of 116.51 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner;

North 23 degrees, 56 minutes, 23 seconds West, a distance of 28.46 feet to a "V" cut in concrete found for corner; said point being in the south right-of-way line of Spur Highway 303 (East Pioneer Parkway) (a 135-foot wide right-of-way);

THENCE, North 89 degrees, 26 minutes, 47 seconds East, departing the said east line of Lot 4A, Tract I and along the said south line of Spur Highway 303, a distance of 87.70 feet to a "+" cut in concrete found for corner; said point being the northwest corner of Lot 2, Tract I, Forum 303 Addition, an addition to the City of Arlington, Texas according to the plat thereof recorded in Volume 388-119, Page 29 of said Plat Records;

THENCE, departing the said south line of Spur Highway 303 and along the west and south lines of said Lot 2, Tract I, the following four (4) calls:

South 00 degrees, 38 minutes, 08 seconds East, a distance of 190.50 feet to a point for corner;

South 70 degrees, 18 minutes, 00 seconds East, a distance of 115.86 feet to an angle point;

North 88 degrees, 48 minutes, 08 seconds East, a distance of 61.43 feet to an angle point;

North 89 degrees, 30 minutes, 38 seconds East, at a distance of 114.42 feet passing the southeast corner of said Lot 2, Tract I and the southwest corner of Lot 3, Tract I of the second-mentioned Forum 303 Addition, continuing along the south line of said Lot 3, Tract I, in all a total distance of 338.72 feet to a point for corner; said point being the southeast corner of said Lot 3, Tract I;

THENCE, North 00 degrees, 35 minutes, 12 seconds West, along the east line of said Lot 3, Tract I, a distance of 144.66 feet to a "+" cut in concrete found for corner; said point being in the said south line of Spur Highway 303;

THENCE, along the said south line of Spur Highway 303, the following three (3) calls:

South 46 degrees, 39 minutes, 02 seconds East, a distance of 13.82 feet to a "+" cut in concrete found for corner;

North 89 degrees, 20 minutes, 25 seconds East, a distance of 49.43 feet to a "+" cut in concrete found for corner;

North 43 degrees, 14 minutes, 58 seconds East, a distance of 10.80 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being the westernmost northwest corner of Lot 2, Tract IIR, Forum 303 Addition, an addition to the City of Arlington, Texas according to the plat recorded in Volume 388-123, Page 89 of said Plat Records;

THENCE, South 01 degree, 34 minutes, 47 seconds West, departing the said south line of Spur Highway 303 and along the west line of said Lot 2, Tract IIR, a distance of 86.97 feet to a point for corner; said point being the southwest corner of said Lot 2, Tract IIR;

THENCE, South 89 degrees, 49 minutes, 25 seconds East, along the south line of said Lot 2, Tract IIR, a distance of 293.74 feet to a 5/8-inch iron rod found for corner; said point being the southeast corner of said Lot 2, Tract IIR and in the west line of the apparent remainder of Tract II of said Forum 303 Addition;

THENCE, along the west and south lines of said Tract II, the following three (3) calls:

South 04 degrees, 09 minutes, 56 seconds West, a distance of 22.26 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner;

South 67 degrees, 43 minutes, 23 seconds East, a distance of 212.15 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at an angle point;

South 49 degrees, 03 minutes, 23 seconds East, a distance of 379.91 feet to a PK nail found for corner;

THENCE, North 89 degrees, 33 minutes, 37 seconds East, a distance of 58.04 feet to a 1/2-inch iron rod with yellow cap found for corner; said point being in the west line of Lot B, Tract IV, Forum 303 Addition, an addition to the City of Arlington, Texas according to the plat recorded in Volume 388-206, Page 17 of said Plat Records;

THENCE, along the said west line of Lot B, Tract IV, the following three (3) calls:

South 00 degrees, 31 minutes, 28 seconds East, a distance of 523.52 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner;

South 69 degrees, 20 minutes, 50 seconds West, a distance of 133.11 feet to a 1/2-inch iron rod found for corner;

South 00 degrees, 31 minutes, 48 seconds East, a distance of 210.35 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner;

THENCE, South 69 degrees, 23 minutes, 32 seconds West, departing the said west line of Lot B, Tract IV, a distance of 1369.95 feet to a "+" cut in concrete found for corner; said point being the northwest corner of Lot 4, Tract V, Forum 303 Addition, an addition to the City of Arlington, Texas according to the plat recorded in Volume 388-201, Page 72 of said Plat Records and in the east line of said Lot 4-R, Block 1;

THENCE, North 01 degree, 32 minutes, 36 seconds West, along the said east line of Lot 4-R, Block 1, a distance of 175.04 feet to a point for corner; said point being the northeast corner of said Lot 4-R, Block 1;

THENCE, South 88 degrees, 32 minutes, 42 seconds West, along the north line of said Lot 4-R, Block 1, a distance of 728.95 feet to the POINT OF BEGINNING;

CONTAINING: 2,796,243 square feet or 64.193 acres of land, more or less.

STATE OF TEXAS §
 §
 §
COUNTY OF TARRANT §

**SECOND AMENDMENT TO THE
TAX ABATEMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE TAX ABATEMENT AGREEMENT is entered into on this the 12th day of January, 2010, by and between the City of Arlington, Texas, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "CITY"), and CLPF PIONEER 360, L.P. ("CLPF").

WITNESSETH:

WHEREAS, CITY and Pioneer 360 Business Center, a Texas Limited Liability Corporation, have heretofore entered into a Tax Abatement Agreement ("AGREEMENT") authorized by Resolution No. 07-193 approved by City Council on April 10, 2007; and

WHEREAS, an amendment to the AGREEMENT to revise the property description to conform to a new plat and to remove a Phase II development from the Project was approved by Resolution No. 09-208 on August 4, 2009; and

WHEREAS, assignment of the duties and obligations of the AGREEMENT to CLPF was approved and authorized by Resolution No. 09-209 on August 4, 2009; and

WHEREAS, CITY and CLPF now desire to further amend the AGREEMENT to provide a later starting date for the actual commencement of the tax abatement allowed by Agreement; NOW THEREFORE

FOR AND IN CONSIDERATION of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided below, all other terms and conditions of the AGREEMENT shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the AGREEMENT, this Amendment shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree to amend the AGREEMENT as follows:

I.

Section I. B. of the AGREEMENT is hereby amended to read as follows:

B. "Effective Date" is defined as January 1, 2011.

II.

Section III. B. of the AGREEMENT is hereby amended to read as follows:

- B. OWNER's completion of the Eligible Property described in **Exhibit "A"** of this Agreement must result in added taxable value above the Base Year Value ("Added Value") of at least Forty Million Dollars (\$40,000,000) not later than January 1, 2011 and provide at least 200 added jobs by January 1, 2011 and an additional 51 added jobs by January 1, 2012.

III.

Section IV.A. of the AGREEMENT is hereby amended to read as follows:

Abatement Allowed

- A. If the Improvement Conditions set forth in Section III are met, CITY agrees to exempt from taxation seventy-five percent (75%) of the taxable value of the Eligible Property. The exemption shall be for a period as follows, from the tax year beginning January 1, 2011 through and including the tax year beginning January 1, 2020, for Real Property Improvements.

IV.

Section IV, B of the agreement is amended to read as follows:

- B. If OWNER meets all the requirements of paragraph (A) above except the Added Value and Added Jobs requirements in any of the particular tax years, then the OWNER will still be eligible for a Tax Abatement for that particular year as follows:
 - 1. Tax Abatement of forty percent (40%) of Real Property Improvements for a period of seven (7) consecutive years, if Added Value of at least \$10 million and Added Jobs of 101 not later than January 1, 2011;
 - 2. Tax Abatement of thirty percent (30%) of Real Property Improvements for a period of five (5) consecutive years, if Added Value of at least \$5 million and Added Jobs of 50 not later than January 1, 2011;
 - 3. Tax Abatement of twenty percent (20%) of Real Property Improvements for a period of five (5) consecutive years, if Added Value of at least \$1.0 million and Added Jobs of 5 not later than January 1, 2011.

V.

Section 7, C of the AGREEMENT shall be amended to read as follows:

- C. Recapture - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), (2) (3) or (4) of this Section VII, CITY may terminate this Agreement and recapture all taxes abated under this Agreement up to the time of breach, subject to the meeting of Section IV.B. herein providing an instance when recapture will not occur.

The annual employment commitments set forth in this agreement, for the purposes of recapture, shall be determined by averaging Developer's employment data. The job requirement for January 1, 2011 shall be determined by averaging the employment data for the month of December 2010. The job requirement for each subsequent year shall be determined by averaging Developer's employment data for the last month of each calendar quarter in such years. The job requirement, therefore, will be determined by averaging the number of Full-time Equivalent Jobs on the Property in March, June, September and December of each tax year. This average number shall be used as the job requirement number for each tax year. The parties may mutually agree to change the method of calculating the job requirement number.

CITY and CLPF recognize that this Amendment shall commence upon the day first written above and continue in full force and effect until termination in accordance with its provisions.

EXECUTED this 9th day of April ~~2010~~ ²⁰¹² 9/4/12

CLPF - PIONEER 360, L.P., a Delaware limited partnership

By: CLPF-Pioneer 360 GP, LLC, a Delaware limited liability company, its General Partner

By: Clarion Lion Properties Fund Holdings, LP, a Delaware limited partnership

By: CLPF-Holdings, LLC, a Delaware limited liability company, its General Partner

By: Clarion Lion Properties Fund Holdings REIT, LLC, a Delaware limited liability company, its Sole Member

By: Clarion Lion Properties Fund, LLC, a Delaware limited liability company, its Managing Member

By: ING Clarion Partners, LLC, a New York limited liability company, its Manager

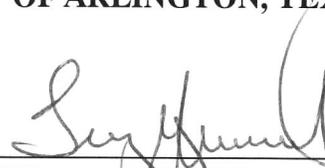
By: *Jeanna K. Camp*
Name: Jeanna K. Camp
Title: Authorized Signatory
4/10/12

WITNESS:

Leslie Elkins

CITY OF ARLINGTON, TEXAS

BY



TREY YELVERTON
City Manager

ATTEST:



MARY SUPINO
City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY:



5. The CITY hereby agrees that PIONEER INDUSTRIAL shall be entitled to rely upon the statements made herein and shall be a third party beneficiary hereof.
6. This Consent may not be modified orally, but only by written instrument, and constitutes the entire agreement between the parties with respect to the subject matter hereof.
7. The Agreement and all of the terms, covenants and conditions thereof remain in full force and effect and PIONEER INDUSTRIAL agrees to be bound thereby.
8. All notices which are required or desired to be sent to PIONEER INDUSTRIAL under the Agreement shall be delivered, pursuant to the terms of the Agreement, to the following:

Pioneer Industrial, LLC
c/o LaSalle Investment Management, Inc.
Attention: Brent Hargest
100 East Pratt Street, 20th Floor
Baltimore, Maryland 21202

9. This Consent may be executed in one or more facsimile counterparts, each of which shall be deemed an original but, when taken together, shall constitute one Consent.
10. Notwithstanding anything to the contrary, nothing contained herein shall relieve CLPF or its successors or assigns from the CITY's right of recapture pursuant to Paragraph VII.C. of the Agreement.

IN WITNESS WHEREOF, the CITY has caused this Consent to be executed the day and year first above written.

CLPF- PIONEER 360, L.P.,
a Delaware limited partnership

By: CLPF-Pioneer 360 GP, LLC,
a Delaware limited liability company,
its general partner

By: Clarion Lion Properties Fund Holdings, LP,
a Delaware limited partnership,
its sole member

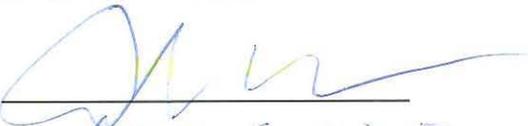
By: CLPF-Holdings, LLC,
a Delaware limited liability company,
its general partner

By: Clarion Lion Properties Fund Holdings REIT, LLC,
a Delaware limited liability company,
its sole member

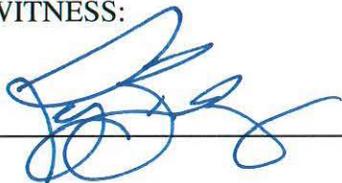
By: Clarion Lion Properties Fund, LP,
a Delaware limited partnership,
its managing member

By: Clarion Partners LPF GP, LLC,
its general partner

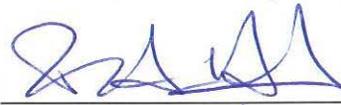
By: Clarion Partners, LLC,
a New York limited liability
company, its sole member

By: 
Name: ANDREW S. GARDNER
Title: AUTHORIZED PERSON

WITNESS:



PIONEER INDUSTRIAL, LLC
a Delaware limited liability company

By: 
Name: Brent Hageset
Title: Vice President
Date: 2/29/16

WITNESS:



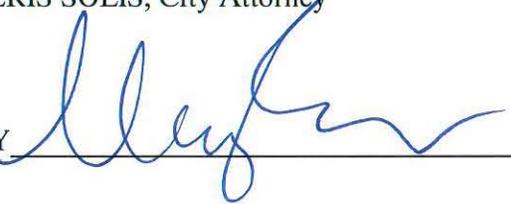
CITY OF ARLINGTON, TEXAS

BY 
JIM PARAJON
Deputy City Manager
Date March 9, 2016

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

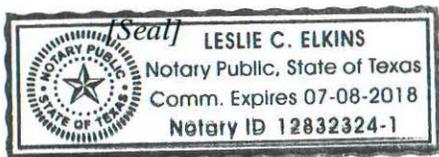
BY 

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

CLPF - PIONEER 360, L.P.
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared ANDREW LOWE, who is known to me or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **CLPF - PIONEER 360, L.P.**, an entity doing business in the State of Texas, and as the AUTH. PERSON thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of FEBRUARY, 2016.



Leslie C. Elkins
Notary Public, State of TEXAS
LESLIE C. ELKINS
Notary's Printed Name

THE STATE OF Maryland §
§
COUNTY OF Baltimore §

PIONEER INDUSTRIAL, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Maryland, on this day personally appeared Brent Hargest, who is known to me or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **PIONEER INDUSTRIAL, LLC**, an entity doing business in the State of Texas, and as the authorized person thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of February, 2016.



Devita Renate Morris
Notary Public, State of Maryland
Devita Renate Morris
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

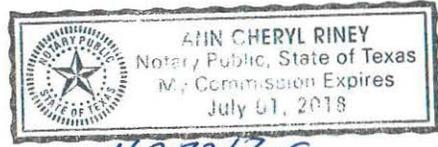
CITY OF ARLINGTON, TEXAS
Acknowledgment

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a Texas municipal corporation, and as **Deputy City Manager** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of March, 2016.

[Seal]

Ann C Riney
Notary Public, State of Texas
Ann C Riney
Notary's Printed Name



1127217-9