RESOLUTION NO. 26 – 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT ("AGREEMENT TWO") BY AND BETWEEN THE CITY OF MESQUITE, TEXAS, AND TOWN EAST MALL, LLC, REGARDING A NEW ELECTRONIC FREEWAY-ORIENTED MARQUEE SIGN; AUTHORIZING THE CITY MANAGER TO FINALIZE, EXECUTE, AND ADMINISTER SAID "AGREEMENT TWO" FOR SUCH PURPOSES IDENTIFIED HEREIN.

WHEREAS, the City of Mesquite, Texas ("**CITY**") is authorized by Article III, Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, as amended, to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the CITY including the authority to enter into Chapter 380 Economic Development Program Agreements; and

WHEREAS, on or about September 21, 1998, the Mesquite City Council in Ordinance No. 3257 created a reinvestment zone for tax increment financing pursuant to Chapter 311 of the Texas Tax Code, as amended, (the "**Act**") and designated such reinvestment zone as the "Towne Centre Reinvestment Zone Number Two, City of Mesquite, Texas" (the "**Zone**"); and

WHEREAS, on or about September 21, 1998, the Mesquite City Council in Ordinance No. 3257 further created and established a Tax Increment Fund for the Zone (referred to as the Towne Centre Tax Increment Fund or "**TCTIF**"); and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality listed in the project plan as costs of programs or other projects that benefit the zone, and such expenditures and monetary obligations constitute project costs as defined in the Act; and

WHEREAS, the Town East Mall, LLC ("**COMPANY**") owns that certain tract of real property commonly known as 2063 Town East Mall, Mesquite, Dallas County, Texas, and also being known as 1800 N. Town East Boulevard, Mesquite, Dallas County, Texas (said real property, together with all improvements located thereon, being hereinafter collectively referred to as the "**Property**"); and

WHEREAS, the COMPANY owns and operates parts of Town East Mall, a structure or structures located on the Property containing a minimum of 440,000 square feet under one roof and consisting of one use or, where there is more than one use, the uses are similar in nature (the "**Shopping Center**"); and

WHEREAS, the Property and the Shopping Center are located within the Zone; and

WHEREAS, in the year 2012, the COMPANY identified the need for a new marquee sign with an electronic video screen to advertise and promote businesses located on the Property and products sold on the Property, and to increase public awareness of events, attractions, and opportunities on the Property, attract new customers and patrons for businesses within the Zone, attract new businesses to the Property, increase sales taxes to be generated for the CITY and increase public awareness of events in the CITY through public service announcements; and

WHEREAS, on March 4, 2013, pursuant to City Council Agenda Item 21, the City Council approved the terms and conditions for the Economic Development Program Agreement ("**AGREEMENT ONE**") by and between the CITY and COMPANY to provide for the construction, finance, design, installation, operation and maintenance of an outdoor marquee sign with electronic video screen (referred to herein after as the "**existing Town East Marquee Sign**" or "**Existing Sign**") associated with Town East Mall; and

WHEREAS, on March 4, 2013, pursuant to City Council Agenda Item 22, the City Council approved a Variance and End User Agreement in Case No. EVS-635TOWNEAST associated with the existing Town East Marquee Sign; and

WHEREAS, AGREEMENT ONE was executed and became effective on March 13, 2013; and

WHEREAS, on July 15, 2013, pursuant to City Council Agenda Item 6, the City Council approved an amendment to AGREEMENT ONE (AMENDMENT #1) to extend time to purchase and install the now existing Town East Marquee Sign associated with Town East Mall; and

WHEREAS, the existing Town East Marquee Sign was installed on the Property at a location within the Zone that is highly visible along I-635 and Town East Boulevard; and

WHEREAS, on October 6, 2014, pursuant to City Council Agenda Item 14, Resolution No. 35-2014, the City Council approved a second amendment to AGREEMENT ONE (AMENDMENT #2) to allow the existing Town East Marquee Sign to be non-operational for up to a maximum of 4 hours each day between midnight and 6am; and

WHEREAS, pursuant to AGREEMENT ONE the CITY was required to make economic incentive payments to COMPANY totaling SEVEN HUNDRED THOUSAND DOLLARS ($700,000) ("**Maximum Incentive Amount**") utilizing the Towne Centre Tax Increment Fund ("**TCTIF**"); and

WHEREAS, in consideration of the CITY'S agreement to make said economic incentive payment(s) to COMPANY, COMPANY agreed to a revenue sharing arrangement with regard to any advertising on the outdoor existing Marquee Sign whereby COMPANY would make advertising revenue payments (i.e. a percentage of the gross advertising revenue associated with the outdoor existing Marquee Sign that COMPANY receives) to the CITY for a total reimbursement amount to the CITY of SEVEN HUNDRED THOUSAND DOLLARS ($700,000) ("**Total Reimbursement Amount**"); and

WHEREAS, the CITY has fulfilled its obligation to COMPANY under AGREEMENT ONE and any amendment thereto, with regard to the payment of economic incentives in the amount of $700,000 dollars; and

WHEREAS, to-date CITY has received **$61,598.99** from COMPANY; and

WHEREAS, on December 17, 2018 the City Council adopted Ordinance No. 4529 amending Ordinance No. 3257; and

WHEREAS, on June 17, 2019 the City Council adopted Ordinance No. 4686 amending Ordinance No. 3257 and Ordinance No. 4529; and

WHEREAS, COMPANY has identified a need to update and upgrade the outdoor Existing Sign associated with the Town East Mall; and

WHEREAS, the CITY and COMPANY wish to amend and restate the contractual commitments contained in AGREEMENT ONE thereby creating an Amended and Restated Chapter 380 Economic Development Program Agreement ("**AGREEMENT TWO**"); and

WHEREAS, pursuant to Mesquite City Code, Chapter 13, Article IV, Section 13-72 (d)(4), a City Council variance is not required for a replacement of an existing electronic video screen (EVS) if the sign is found to be, as proposed, in compliance with the Mesquite Sign Code and the Mesquite Zoning Ordinance as determined by the Director of Planning & Development Services, or designee; and

WHEREAS, it is the intention that AGREEMENT TWO shall govern and control any outstanding contractual commitments remaining between the parties with regard to any previously executed Economic Development Program Agreements described herein; and

WHEREAS, the remaining reimbursement amount owed to the City is **$638,401.01** ("**Remaining Reimbursement Amount**"), and COMPANY is obligated under AGREEMENT ONE to reimburse said amount to CITY and will remain obligated to reimburse said amount to CITY under this AGREEMENT TWO; and

WHEREAS, AGREEMENT TWO will provide provisions whereby the CITY acknowledges the COMPANY'S need to upgrade the outdoor Existing Sign associated with the Town East Mall; and

WHEREAS, AGREEMENT TWO acknowledges COMPANY entering into a lease agreement with PREMIER COMMUNITY SIGNS, LLC, a Pennsylvania limited liability company, in anticipation of increasing advertising and sponsorship revenue so that COMPANY may fulfill its obligation(s) to make the required advertising and lease revenue payments to the CITY; and

WHEREAS, a public hearing was held by the City Council on August 17, 2026; and

WHEREAS, the City Council finds and determines that this AGREEMENT TWO will effectuate the purposes set forth in the Program and has determined that the COMPANY'S performance of its obligations herein will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the Zone and the City; and

WHEREAS, upon full review and consideration of AGREEMENT TWO, a copy of which is attached hereto as **EXHIBIT A**, the City Council is of the opinion that AGREEMENT TWO should be approved (substantially in accordance with EXHIBIT A) and the City Manager shall be authorized to finalize, execute, and administer said Agreement on behalf of the CITY.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. **Recitals Incorporated.**
The City Council hereby finds and determines the recitals made in the preamble of this resolution are true and correct, and hereby incorporates such recitals here in the body of this resolution as if copied in their entirety.

SECTION 2. **Agreement Two Approved.**
That the City Council finds that the terms of the proposed Amended and Restated Chapter 380 Economic Development Program Agreement ("**AGREEMENT TWO**") by and between the City of Mesquite (the "**CITY**") and Town East Mall, LLC ("**COMPANY**"), a proposed copy of which is attached hereto as **EXHIBIT A**, are found to be acceptable, in the best interests of the City and its citizens, and are hereby in all things approved.

SECTION 3. **City Manager Authorized to Finalize, Execute, and Administer Agreement Two.**
That the City Manager is hereby authorized to finalize, execute, and administer AGREEMENT TWO and all other documents in connection therewith on behalf of the CITY, substantially in accordance with the terms and conditions as set forth in EXHIBIT A.

SECTION 4. **Executed Agreement.**
Upon execution by all parties of AGREEMENT TWO, the City Secretary is authorized to attach the finalized and executed agreement to this Resolution as EXHIBIT A.

SECTION 5. **City Manager Authorized to Exercise Renewal, Termination, and Other Contract Options.**

5.01. The City Manager is hereby authorized, when in the best interests of the CITY, to exercise any renewal, termination, and any other contract options contained in proposed AGREEMENT TWO (substantially in accordance with the terms and conditions as set forth in EXHIBIT A) and all other documents in connection therewith on behalf of the CITY.

5.02. The City Manager is further hereby authorized to administer the AGREEMENT TWO on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices per AGREEMENT TWO; (ii) approve amendments to AGREEMENT TWO provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under AGREEMENT TWO in excess of $100,000; (iii) approve or deny any matter in AGREEMENT TWO requiring the consent of the City with the exception of any matter requiring the consent of the City Council pursuant to the terms of AGREEMENT TWO; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term, or condition of AGREEMENT TWO; (v) exercise any rights and remedies available to the City under AGREEMENT TWO; and (vi) execute any notices, amendments, approvals, consents, denials, and waivers authorized by this Section 5 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 5 shall not include the authority to take any action that cannot be delegated by the City Council or that is within the City Council's legislative functions.

SECTION 6. Severability Clause.

The sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this Resolution should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal, or unenforceable provision had never been included in this Resolution.

SECTION 7. Report Agreement To Comptroller's Office.

The City Secretary, or her designee, shall report this AGREEMENT to the Texas State Comptroller's office within fourteen (14) days of the Effective Date in accordance with § 380.004 of the Texas Government Code.

SECTION 8. Deadline for Execution of Agreement by Parties.

Pursuant to City of Mesquite, Texas, Economic Development Incentive Program, Sec. 5.(iii) (adopted Sept. 16, 2013), if this Agreement is not executed by the COMPANY and CITY on or before the 60th day after the effective date of this Resolution, the Agreement will be null and void and of no force or effect.

SECTION 9. Effective Date.
That this resolution shall take effect and be in force immediately upon its adoption and it is accordingly so resolved.

DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, ON THE 17th DAY OF AUGUST, 2026.

Signed by:
Kenny Green
B742D2DF3C3F43C...

Kenny Green
Mayor Pro Tem

ATTEST:

DocuSigned by:
Sonja Land
C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

Signed by:
David L. Paschall
666E18891208434...

David L. Paschall
City Attorney

EXHIBIT A TO RESOLUTION No. 26 -2026

AMENDED AND RESTATED
ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT

"AGREEMENT TWO"

Between

THE CITY OF MESQUITE, TEXAS,
a Texas home-rule municipality, as CITY

and

TOWN EAST MALL, LLC,
a Delaware limited liability company, as COMPANY

FINAL DATED 08.18.2026

AMENDED AND RESTATED

Chapter 380 Economic Development Program Agreement: "AGREEMENT TWO"

By and Between City of Mesquite, Texas and Town East Mall, LLC

This AMENDED AND RESTATED ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (this "**AGREEMENT**" or "**AGREEMENT TWO**") is made and entered into by and between the CITY OF MESQUITE, TEXAS, (the "**CITY**") acting through the City Manager as authorized by **Resolution No. 26-2026**, and TOWN EAST MALL, LLC, a Delaware limited liability company (the "**COMPANY**"), (collectively hereinafter referred to as "**Parties**" or individually as "**Party**") for the purposes and considerations stated below.

W I T N E S S E T H:

RECITALS

WHEREAS, the CITY is authorized by Article III, Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, as amended, to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the CITY including the authority to enter into this AGREEMENT; and

WHEREAS, there are previously executed agreements between CITY and COMPANY as more fully described in the recitals of Resolution No. 26-2026, in this AGREEMENT, or as identified in the Historical Summary (**EXHIBIT 01**); and

WHEREAS, pursuant to AGREEMENT ONE, as defined in **SUBSECTION 4.1**. the CITY was required to make economic incentive payments to COMPANY totaling SEVEN HUNDRED THOUSAND DOLLARS ($700,000) ("**Maximum Incentive Amount**") utilizing the Towne Centre Tax Increment Fund ("**TCTIF**"); and

WHEREAS, the CITY is to be reimbursed by COMPANY for such payments as and to the extent set forth in AGREEMENT ONE; and

WHEREAS, to date CITY has received reimbursements of approximately $61,598; and

WHEREAS, COMPANY currently owes CITY SIX HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED ONE DOLLARS and ONE CENT ($638,401.01) (the "**Unreimbursed Incentive Payments Balance**"); and

WHEREAS, COMPANY has identified a need to update and upgrade the outdoor **existing Town East Marquee Sign** (with electronic video screen) associated with the Town East Mall; and

WHEREAS, the CITY and COMPANY wish to amend and restate the contractual commitments contained in AGREEMENT ONE thereby creating this Amended and Restated Chapter 380 Economic Development Program Agreement ("**AGREEMENT TWO**"); and

WHEREAS, it is the intention that this AGREEMENT TWO shall supersede AGREEMENT ONE and govern and control any outstanding contractual commitments remaining between the Parties with regard to any previously executed Economic Development Program Agreements identified herein as AGREEMENT ONE; and

WHEREAS, a public hearing was held by the City Council on August 17, 2026, and after the public hearing the City Council approved Resolution No. 26-2026 authorizing the City Manager to finalize, execute, and administer this AGREEMENT TWO on behalf of the CITY.

AGREEMENT

NOW THEREFORE, THAT FOR AND IN CONSIDERATION of the payments and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and COMPANY agree as follows:

1. INCORPORATION OF RECITALS.

The foregoing recitals to this AGREEMENT and Resolution No. 26-2026 are hereby incorporated into the body of this AGREEMENT and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

2. AUTHORITY FOR AGREEMENT.

2.1. Chapter 380 Local Economic Development Agreement. The CITY is authorized by Article III, Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, as amended, to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the CITY including the authority to enter into this AGREEMENT.

2.2. No Variance Required for Replacement of Existing EVS Sign. Pursuant to Mesquite City Code, Chapter 13, Article IV, Section 13-72 (d)(4), a City Council variance is not required for a replacement of an existing electronic video screen ("**EVS**") if it is found to be, as proposed, in compliance with the Mesquite Sign Code and the Mesquite Zoning Ordinance as determined by the City's Director of Planning and Development Services, or designee.

3. ABBREVIATIONS AND ACRONYMS.

The following abbreviations and acronyms may be used in this AGREEMENT:

EVS:	Electronic Video Screen
MZO:	Mesquite Zoning Ordinance
TCTIF:	Towne Centre Tax Increment Fund

4. DEFINITIONS AND TERMS.

As used in this AGREEMENT, the following terms shall have the meanings set forth below:

4.1. "*AGREEMENT ONE*" means the agreement authorized by City Council on March 4, 2013, by City Council action on Agenda Item 21, executed by the Parties identified therein and effective on March 13, 2013, and includes all subsequent amendments and variances including, but not limited to, matters as more fully described in **EXHIBIT 01**.

4.2. "*AGREEMENT TWO*" or "*AGREEMENT*" means this AGREEMENT together with all exhibits attached hereto as authorized by City Council on August 17, 2026 by Resolution No. 26-2026.

4.3. "*Amount Due*" means any remaining balance due of the Unreimbursed Incentive Payments Balance.

4.4. "*Chapter 380*" means Chapter 380 of the Texas Local Government Code under which the CITY has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the CITY including the authority to enter unto this AGREEMENT.

4.5. "*CITY*" means the City of Mesquite, Texas a home rule municipality.

4.6. "*COMPANY*" means Town East Mall, LLC, a Delaware limited liability company and shall include its affiliates, successors, and/or its permitted assigns.

4.7. "*Effective Date*" shall mean the date of the later to execute this AGREEMENT by and between the COMPANY and the CITY.

4.8. "*Event of Force Majeure*" shall mean any contingency or cause beyond the reasonable control of the COMPANY and/or Premier which is not caused by any acts or omissions of the COMPANY and/or Premier or its agents, representatives or employees including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action, fire, explosion or flood, public health emergencies, and strikes. Notwithstanding the foregoing, an Event of Force Majeure does not include any financial or economic hardship, changes in market or economic conditions, or insufficiency of funds.

4.9. *"Existing Sign"* means the outdoor on-premises Existing "**Town East Marquee Sign**" having an electronic video screen ("**EVS**") associated with the Town East Mall, classified currently in the Mesquite City Code as a "Freeway-Oriented Marquee Sign," constructed, installed, and maintained in connection with AGREEMENT ONE together with amendments thereto, and identified in the photograph (**EXHIBIT 02)**. See also **EXHIBIT 03** for the description/depiction of the Sign Tract.

4.10. *"Freeway-Oriented Marquee Sign"* shall have the meaning as defined in the Mesquite City Code, Chapter 13, Sec. 13-1 Definitions, and is in compliance with the specifications contained in Sec. 13-73 Specifications by type of sign.

4.11. "*Mall Tract*" shall mean that certain tract of real property commonly known as 2063 Town East Mall, Mesquite, Dallas County, Texas, and also being known as 1800 N. Town East Boulevard, Mesquite, Dallas County, Texas said real property being more particularly described on **EXHIBIT 05** attached hereto and made a part hereof for all purposes. The Mall Tract includes the area defined herein as the Sign Tract.

4.12. *"Maximum Incentive Amount"* means SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00).

4.13. *"New Sign"* means any outdoor on-premises new "marquee sign" with an electronic video screen ("**EVS**"), replacing the Existing Sign, and said New Sign would be classified in the Mesquite City Code as a "Freeway-Oriented Marquee Sign." The New Sign is owned by Premier, or its successors and/or assigns. New Sign design and specification standards are identified in **EXHIBIT 04**. See also **EXHIBIT 03** for the description/depiction of the Sign Tract.

4.14. *"On-premises"* see "*Premises*."

4.15. "*Party*" or "*Parties*" means "Party" individually is the CITY or the COMPANY, and the "Parties" collectively to this AGREEMENT.

4.16. "*Premier*" means PREMIER COMMUNITY SIGNS, LLC, a Pennsylvania limited liability company, and shall include any assigns or successors.

4.17. "*Premier Lease*" that certain lease executed on July 8, 2025, and amended on July 8, 2026, including any future amendments, extensions, and/or "options" thereto, by COMPANY and Premier, and/or its assigns or successors, regarding the New Sign.

4.18. "*Premises*" or "*On-premises*" means for purposes of this AGREEMENT the real property which includes the "Sign Tract" (**EXHIBIT 03**) and the "Mall Tract" (**EXHIBIT 05**) within the boundaries of the **Towne Centre Reinvestment Zone Number Two** (the **"*zone*"**), as may be amended.

4.19. "*Rent*" means the sum of all gross revenue received by COMPANY, from any source, specifically related to the Existing Sign (while located on the Sign Tract), New Sign, and/or Sign Tract. Rent shall include but not be limited to "Base Rent" and the "Percentage Fee," as defined in the Premier Lease, received by COMPANY.

4.20. "*Revenue Payment(s)*" means COMPANY covenants and agrees to pay CITY twenty-five percent (25%) of Rent received by the COMPANY on or before the fifteenth (15th) day of the calendar month following the month during which the Rent is collected by the COMPANY.

4.21. "*Revenue Sharing*" means COMPANY covenants and agrees to pay CITY Revenue Payment(s). See **SUBSECTION 9.3 (Revenue Sharing)**.

4.22. "*Revenue Sharing Period*" means the period of time commencing on the Effective Date and continuing until the Amount Due is paid in full, but in no event will the Revenue Sharing Period continue past December 31, 2051.

4.23. "*Shopping Center*" shall mean Town East Mall, a regional retail center consisting of a structure or structures located on the Mall Tract containing a minimum of 440,000 square feet under one roof and consisting of one use or, where there is more than one use, the uses are similar in nature.

4.24. "*State*" shall mean the State of Texas.

4.25. "*Sign Tract*" means that certain tract of real property more particularly described and depicted in **EXHIBIT 03** attached hereto and made part hereof for all purposes.

4.26. "*Term*" has the meaning set forth in **SECTION 5** of this AGREEMENT.

4.27. "*Towne Centre Tax Increment Finance District Reinvestment Zone Number Two, City of Mesquite, Texas*" – See "*Zone*".

4.28. "*Towne Centre Tax Increment Fund*" *or* "*TCTIF*" shall mean that certain Tax Increment Fund created and established on or about September 21, 1998 by the Mesquite City Council for the Zone. Said fund was established by the City Council in Ordinance No. 3257, and said ordinance was later amended, see also Ordinance No. 4529 and Ordinance No. 4686.

4.29. "*Undocumented Workers*" shall mean individuals who, at the time of employment with the COMPANY, are not: (i) lawfully admitted for permanent residence to the United States or are not authorized under law to be employed in that manner in the United States; and (ii) such other Persons as are included within the definition of undocumented workers pursuant to 8 U.S.C. §1324a or any other applicable law or regulation.

4.30. "*Unreimbursed Incentive Payments Balance*" means $638,401.01, the amount COMPANY shall pay to the City as herein described in this AGREEMENT.

4.31. "*Zone*" shall mean that certain reinvestment zone for tax increment financing created by the Mesquite City Council on or about September 21, 1998, as identified and as having boundaries originally established by the City Council in Ordinance No. 3257, and as may be amended, see also Ordinance No. 4529 and Ordinance No. 4686. Said Zone is designated as the "Towne Centre Reinvestment Zone Number Two, City of Mesquite, Texas."

5. TERM.

The term of this AGREEMENT (the "**Term**") shall commence on the Effective Date and shall continue until the date all obligations under this AGREEMENT are fulfilled provided, however, notwithstanding anything contained herein to the contrary, any covenant or obligation of the COMPANY to reimburse the CITY for all or any part of the Maximum Incentive Amount to the CITY as more fully set forth herein shall expressly terminate and be of no further force or effect upon the earlier of: (i) the date the payments made by the COMPANY to the CITY under the terms of this AGREEMENT equal the Unreimbursed Incentive Payments Balance; and (ii) the date this AGREEMENT is terminated pursuant to a right to terminate as more fully set forth herein.

6. AGREEMENT ONE and Termination of Variance.

6.1 AGREEMENT ONE. The contractual commitments between CITY and COMPANY in AGREEMENT ONE are amended and restated here in this AGREEMENT TWO.

6.2 Termination of Variance for Existing Sign. The Variance granted for the Existing Sign on March 4, 2013, (Case No. EVS-635TOWNEAST), and as later amended, will terminate on the date the COMPANY removes the Existing Sign. See also **SUBSECTION 2.2 (No Variance Required for Replacement of Existing EVS Sign)**.

7. AGREEMENT TWO.

7.1. AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT: "AGREEMENT TWO". This AGREEMENT TWO amends, restates, and supersedes AGREEMENT ONE whereby it is the intention this AGREEMENT TWO shall govern and control any contractual commitments remaining between the Parties with regard to any Economic Development Program Agreements previously executed relating to matters in this AGREEMENT.

7.2. CONFLICTS RESOLUTION. This AGREEMENT TWO embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary Chapter 380 Economic Development Program Agreements between the Parties relating to matters in this AGREEMENT, including to the extent AGREEMENT ONE is inconsistent with this AGREEMENT.

8. AMENDMENT TO AGREEMENT.

Unless otherwise provided herein, this AGREEMENT TWO may only be modified by a written agreement, as provided for in Resolution 26-2026, signed by the COMPANY and the CITY.

9. COMPANY'S OBLIGATIONS.

During the duration of this AGREEMENT TWO, the COMPANY, or its assigns, agrees to:

9.1. Operate a Shopping Center on the Mall Tract. Operate a Shopping Center, whereby said use is in compliance with the Mesquite Zoning Ordinance ("**MZO**"), on the Mall Tract from the Effective Date of this AGREEMENT and continuously thereafter during the Term of this AGREEMENT except for such temporary periods of time that COMPANY'S continued operation of a Shopping Center and/or other related businesses on the Mall Tract is prevented by an Event of Force Majeure.

9.2. Reimburse CITY. COMPANY shall reimburse CITY the Unreimbursed Incentive Payments Balance.

9.3. Revenue Sharing. COMPANY agrees to utilize Revenue Sharing, as defined in **SUBSECTION 4.21**, to reimburse the CITY the Unreimbursed Incentive Payments Balance; however, nothing in this Agreement shall prohibit the COMPANY from making payments to CITY in addition to utilizing Revenue Sharing.

(1) ***Revenue Payments.*** COMPANY covenants and agrees to pay CITY Revenue Payments provided, however, that the COMPANY shall not be obligated to make any Revenue Payment to the extent that the sum of such payment, and all other Revenue Payments previously made by the COMPANY, would be greater than the Unreimbursed Incentive Payments Balance.

(2) ***Payable to City.*** All New Sign Revenue Payments shall be payable by the COMPANY to the CITY at the CITY's address set forth in this AGREEMENT or such other address as the CITY may hereafter notify the COMPANY.

(3) ***Revenue Sharing Termination.*** Upon repayment of the Amount Due Revenue Sharing and any Revenue Payment(s) shall immediately terminate.

(4) ***Access to Audit.*** See **Section 15 (Access to Audit Information)**.

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9.4. Remit Amount Due. COMPANY, or its assigns, shall remit the Amount Due if any of the following events occur:

(1) ***By a Date Certain*.**

a. If COMPANY, or its assigns, has not remitted the Amount Due by **DECEMBER 31, 2051**, the Amount Due to the CITY shall immediately become due and owing to the CITY. COMPANY shall pay CITY the Amount Due by **MARCH 1, 2052**.

b. If the commencement date referenced in Subsection 9.5, or completion date referenced in Subsection 9.6, has not been fulfilled except for such temporary periods of time as a result of an Event of Force Majeure, the CITY may send a Notice of Default in accordance with **SECTION 10 (Default),** and may pursue remedies, in accordance with **SECTION 11 Remedies**, if such default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**.

(2) ***Failure to Timely Replace Removed or Destroyed Sign***.

a. In the event the Existing Sign is removed or destroyed and not replaced by the New Sign as contemplated herein within one hundred eighty (180) calendar days, then thereafter the CITY may send a Notice of Default in accordance with **SECTION 10 (Default),** and may pursue remedies, in accordance with **SECTION 11 Remedies**, if such COMPANY default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**.

b. In the event the New Sign is removed or destroyed and not replaced within one hundred eighty (180) calendar days, then thereafter the CITY may send a Notice of Default in accordance with **SECTION 10 (Default),** and may pursue remedies, in accordance with **SECTION 11 Remedies**, if such COMPANY default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**.

(3) ***Failure to Timely Repair Nonoperational Sign*.**

a. In the event the Existing Sign (while located on the Sign Tract) remains nonoperational and is not repaired, to make it operational, or replaced by the New Sign as contemplated herein within one hundred eighty (180) calendar days, then thereafter the CITY may send a Notice of Default in accordance with **SECTION 10 (Default),** and may pursue remedies, in accordance with **SECTION 11 Remedies**, if such COMPANY default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**.

b. In the event the New Sign remains nonoperational and is not repaired, to make it operational, or replaced within one hundred eighty (180) calendar days, then thereafter the CITY may send a Notice of Default in accordance with **SECTION 10 (Default),** and may pursue remedies, in accordance with **SECTION 11 Remedies**, if such COMPANY default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**.

c. ***Failure to Maintain Sign In Compliance with the Mesquite City Code.*** In the event the Existing Sign (while located on the Sign Tract) or the New Sign remains in violation of the Mesquite City Code, including the Mesquite Zoning Ordinance, for a period of one hundred eighty (180) calendar days or more, then thereafter the CITY may send a Notice of Default in accordance with **SECTION 10 (Default),** and may pursue remedies, in accordance with **SECTION 11 Remedies**, if such COMPANY default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**. A criminal conviction for violating the Mesquite City Code is unnecessary for the purpose of this provision.

(4) ***City Consent Required For a Transfer of the Premier Lease.*** Upon a transfer to any assign or successor, by COMPANY and/or Premier of the Premier Lease, except as otherwise permitted under Section 9.8.(1) hereof, the Amount Due shall immediately become due and payable to the CITY; unless, (1) the CITY consents to the transfer of the Premier Lease, said consent shall not be unreasonably withheld or delayed, and said consent shall not be required if the transferee is Clear Channel Outdoor, Outfront Media, or Lamar Advertising (***SO LONG AS*** **THE NEW SIGN REMAINS CLASSIFIED AS A "FREEWAY-ORIENTED MARQUEE SIGN" IN ACCORDANCE WITH SECTION 9.6(1) HEREOF and the New Sign shall continue operating in the same manner, and with the same purposes**); and (2) the transferee expressly assumes the Premier Lease; and (3) the Premier Lease remains in full force and effect without material modification; and (4) the Revenue Sharing obligations and Revenue Payment(s) continue uninterrupted under Premier's successors and/or assigns. If the CITY's consent to a transfer of the Premier Lease is requested, such consent shall be deemed to have been given if the City Secretary has not placed the item on the City Council's Agenda for consideration within 30 days of the CITY's receipt of the transfer request, and the City Council fails to make a decision within 45 days of the CITY's receipt of the transfer request. For purposes of this paragraph, "transfer" shall include the COMPANY acquiring ownership of the New Sign.

(5) ***City Consent Required For a Company Initiated Termination of the Premier Lease.*** Upon a COMPANY initiated termination of the Premier Lease, whereby the New Sign is required to be removed (as referenced in Section 10 of the Premier Lease, or as may be amended), the Amount Due shall immediately become due and payable to the CITY; unless, COMPANY negotiates the erection of a "replacement sign" to replace the New Sign and the CITY consents to said "replacement sign."

(6) ***Premier Default or Termination Under Premier Lease.*** In the event of a default or termination by Premier, under the Premier Lease, including if COMPANY terminates the Premier Lease, the Amount Due shall immediately become due and payable to the CITY within one hundred eighty (180) calendar days from the date of termination; unless, COMPANY provides CITY notice within thirty (30) calendar days of the termination date, that COMPANY intends to negotiate a new agreement with a new entity and provides CITY with evidence they are making a good faith effort to negotiate said new agreement. In the event a new agreement is not entered into by the COMPANY, such that the CITY is receiving Revenue Payments as contemplated herein, on or before the three hundred sixty-fifth (365^{th}) calendar day after date of termination of the Premier Lease the Amount Due shall immediately become due and payable to the CITY.

(7) ***In accordance with this Agreement***. COMPANY, or its assigns, shall remit the Amount Due as may be herein described elsewhere in this AGREEMENT.

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9.5. Existing Sign.

(1) ***Classification and Compliance with Law.*** The Existing Sign is classified in the Mesquite City Code as a "Freeway-Oriented Marquee Sign." COMPANY, or its assigns, shall ensure the Existing Sign shall be operated in accordance with the Mesquite City Code and/or the Mesquite Zoning Ordinance, and with applicable State, or federal rules and laws, and shall continue operating in the same manner, and with the same purposes while operational on the Sign Tract.

(2) ***Maintaining the Existing Sign.*** Maintain in good repair, in proper working condition, and continuously operate on a 24-Hour basis the Existing Sign (while located on the Sign Tract), except for such temporary periods of time when the sign may be non-operational during certain hours, or repaired, or has become non-operational as a result of an Event of Force Majeure. In the event the Existing Sign has become non-operational, excluding removal for New Sign, COMPANY shall provide the CITY reasonable notice of the cause of non-operation and promptly exercise all reasonable diligence to ensure the sign becomes promptly operational again.

(3) ***CITY Use of Sign.*** The City, or those whom the CITY shall designate, shall have use of the 9^{th} advertising space on each side of the sign in a cycle of nine (9) advertising slots for each side of the Existing Sign (while located on the Sign Tract).

(4) ***Emergency Messaging.*** The COMPANY, or its assigns, shall provide a protocol acceptable to the CITY for coordination with public safety officials, when appropriate, to use the Existing Sign, for promptly displaying emergency information important to the traveling public, such as Amber Alerts, Silver Alerts, public health or other emergency alerts, natural disaster alerts, and the like.

(5) ***Content of the Sign.*** Except as otherwise may be provided, COMPANY, or its assigns, shall exercise exclusive control over the content of the Existing Sign, including all text, graphics, images, and video. Neither the incentives nor the sharing of revenues provided for herein shall grant or confer upon the CITY, its employees or agents, any authorization, understanding or privilege, express or implied, to review, approve, require, or deny any content of the sign.

(6) ***Prohibit Certain Content.*** COMPANY, or its assigns, shall prohibit the display or promotion of illegal activities, illegal drugs, illegal drug paraphernalia, and/or sexually explicit content or subject matter on the Existing Sign.

(7) ***Removal of Existing Sign.*** The COMPANY shall cause the Existing Sign to be removed, **on or before March 31, 2027**, and the New Sign to be erected on the Sign Tract.

9.6. New Sign.

(1) ***Classification and Compliance with Law.*** The New Sign is classified in the Mesquite City Code as a "**Freeway-Oriented Marquee Sign**." COMPANY, or its assigns, shall ensure the New Sign shall be operated in accordance with the Mesquite City Code and/or the Mesquite Zoning Ordinance, and with applicable State, or federal rules and laws. COMPANY agrees that any sale, lease, or other transfer of the Premier Lease, shall include the requirement that the "Freeway-Oriented Marquee Sign" remain classified as said sign type as currently defined in the Mesquite City Code, Chapter 13 (Signs), in effect as of the date of this Agreement, and the New Sign shall continue operating in the same manner, and with the same purposes.

(2) ***Maintaining the New Sign.*** Maintain in good repair, in proper working condition, and continuously operate on a 24-Hour basis the New Sign (while located on the Sign Tract), except for such temporary periods of time when the sign may be non-operational during certain hours, or repaired, or has become non-operational as a result of an Event of Force Majeure. In the event the New Sign has become non-operational COMPANY shall provide the CITY reasonable notice of the cause of non-operation and promptly exercise all reasonable diligence to ensure the sign becomes promptly operational again.

(3) ***CITY Use of Sign.*** The COMPANY shall require that any agreement or lease with Premier, or its assigns or successors, regarding the New Sign shall include a stipulation that allows the CITY's use of the sign in accordance with Section 9.7(3) hereof.

(4) ***Emergency Messaging.*** Provide a protocol acceptable to the CITY for coordination with public safety officials, when appropriate, to use the New Sign, for promptly displaying emergency information important to the traveling public, such as Amber Alerts, Silver Alerts, public health or other emergency alerts, natural disaster alerts, and the like.

(5) ***Content of the Sign.*** Except as otherwise may be provided, COMPANY, or its assigns, shall exercise exclusive control over the content of the New Sign, including all text, graphics, images, and video. Neither the incentives nor the sharing of revenues provided for herein shall grant or confer upon the CITY, its employees or agents, any authorization, understanding or privilege, express or implied, to review, approve, require, or deny any content of the sign.

(6) ***Prohibit Certain Content.*** COMPANY, or its assigns, shall prohibit the display or promotion of illegal activities, illegal drugs, illegal drug paraphernalia, and/or sexually explicit content or subject matter.

(7) ***Erection of New Sign.*** The COMPANY shall cause the Existing Sign to be removed and the New Sign to be erected and operational, **on or before October 1, 2027**, on the Sign Tract.

(8) ***Design and Specification Standards.*** Any New Sign shall be constructed in accordance with the Design and Specification Standards as identified in **EXHIBIT 04**.

(9) ***Geographic Scope of Content.*** For purposes of this AGREEMENT, the Parties acknowledge that neither the classification of the New Sign as a Freeway-Oriented Marquee Sign nor its location on the Premises restricts the advertising displayed on the New Sign (electronic video screen(s)) to persons, businesses, products, services, events, or activities located within the Mall Tract, Shopping Center, or TERRA Overlay District.

9.7. Premier Lease. COMPANY shall cause the Premier Lease to include the following agreements by Premier:

(1) ***Compliance with Applicable Rules and Laws.*** Premier shall ensure the New Sign remains in compliance with the Mesquite City Code, Mesquite Zoning Ordinance, and any other applicable local, State, or federal rules and laws.

(2) ***Maintain New Sign.*** Premier shall maintain the New Sign in good repair and in proper working condition at all times during the term of this AGREEMENT; and (ii) operational at all times during the Term of this AGREEMENT except that at Premier's discretion, the New Sign may be non-operational up to a maximum of four (4) hours each day between the hours of midnight and 6:00 a.m., and in connection therewith, Premier covenants and agrees, at Premier's sole cost and expense, to make all repairs, replacements and capital expenditures necessary to keep and maintain the New Sign including without limitation, the dynamic display board and all of its component parts, in good repair, operational and in proper working condition during the Term of this AGREEMENT.

(3) ***CITY Use of Sign – Guaranteed Communication Platform.*** The City, or those whom the CITY shall designate, shall have use, through the later of either the termination of this AGREEMENT, or through the end of the term of the Premier Lease, including extensions thereof and Premier's assigns and successors, of one advertising slot on either digital face of the New Sign for City and Community information (i.e., Holiday & Memorial/St. Patrick's Day Parades, School/Road Closings, Weather Alerts, Local Announcements, Local Non-profit/Community Groups use, etc.) at no cost. The reserved slot for the City shall be on either side of the Sign. The City will have an unlimited amount of content that can be created/displayed. For example, if there is a certain message regarding a Fall Festival that the CITY would like to share from 5 am – 12 noon, then a road closing or weather alert from 12 noon – 6 pm, followed by an evening Art Exhibit Event/Announcement from 6pm – 9 pm, all of these display messages can be accomplished within the same day.

(4) ***Emergency Messaging.*** Provide a protocol acceptable to the CITY for coordination with public safety officials, when appropriate, to use the New Sign, for promptly displaying emergency information important to the traveling public, such as Amber Alerts, Silver Alerts, public health or other emergency alerts, natural disaster alerts, and the like.

(5) ***Content of the Sign.*** Except as otherwise may be provided, Premier shall exercise exclusive control over the content of the New Sign, including all text, graphics, images, and video.

(6) ***Prohibit Certain Content.*** Premier shall prohibit the display or promotion of illegal activities, illegal drugs, illegal drug paraphernalia, and/or sexually explicit content or subject matter.

(7) ***City approval of Premier Lease amendments.*** The COMPANY will not amend or terminate the Premier Lease during the term of this AGREEMENT without the prior written approval of the CITY.

(8) ***Company to Enforce Lease Terms.*** COMPANY will use commercially reasonable efforts to enforce the Premier Lease in any case in which a failure to enforce the Lease would have a material adverse effect upon the rights of the CITY under this AGREEMENT.

9.8. ***Sale of Mall Tract – Notification of Change in Ownership*.**

(1) ***City Consent <u>Not</u> Required for Sale of Mall Tract*.** The COMPANY shall have the unrestricted right to sell, assign, transfer, convey, or lease, all or any part of the Mall Tract to any person or entity without the consent of the CITY, subject to the terms of this AGREEMENT.

(2) ***Agreement Two*.** COMPANY shall hold the covenants and agreements, with the CITY contained in this AGREEMENT TWO, as its highest priority when making any agreements between COMPANY and third parties regarding the Mall Tract. **UPON ANY SALE, ASSIGNMENT, TRANSFER, CONVEYANCE, OR LEASE OF THE MALL TRACT THE NEW SIGN SHALL REMAIN CLASSIFIED AS A "FREEWAY-ORIENTED MARQUEE SIGN" IN ACCORDANCE WITH SECTION 9.6(1) HEREOF and the New Sign shall continue operating in the same manner, and with the same purposes**.

(3) ***Notification of Change in Ownership of the Mall Tract*.** COMPANY agrees to notify CITY of any changes of ownership of the Mall Tract, including providing the name and address for such new owner, within seven (7) days of such change.

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9.9. ***Prohibition of Sale of Sign Tract.*** COMPANY agrees to not sell, assign, transfer, or convey all or any part of the Shopping Center to any person, or other business entity, during the Term of this AGREEMENT unless contemporaneously with such transaction the COMPANY sells, assigns, transfers, or conveys the New Sign and Sign Tract to the same person, or other business entity, provided, however, this provision is not intended to and shall not prevent the COMPANY from leasing any retail space within the Shopping Center to retail tenants.

9.10. Disclosure of Potential Conflicts of Interest. COMPANY shall at all times observe and comply with all laws relating to conflicts of interest. In particular, COMPANY is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with the CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing a Conflict of Interest Questionnaire and returning to the CITY in accordance with provisions thereof. Failure to comply with any applicable laws, including provisions of Chapter 176, may result in: (i) the forfeiture by COMPANY of all benefits of this AGREEMENT; (ii) the recovery by CITY of all consideration, or the value of all consideration, paid to COMPANY pursuant to this CONTRACT.

9.11. Form 1295 Certificate. The COMPANY shall comply with Texas Government Code, Section 2252.908 and in connection therewith, the COMPANY agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the CITY, at the time of delivery of an executed counterpart of this AGREEMENT, a completed signed Form 1295 Certificate.

9.12. Undocumented Workers. The COMPANY covenants that it has not, and during the term of this AGREEMENT the COMPANY will not, knowingly employ Undocumented Workers to work for the COMPANY at the Shopping Center or at any other branch, division, or department of the Company. COMPANY shall provide the CITY with written notice of any conviction of the COMPANY, or any branch, division, or department of the COMPANY, of a violation under 8 U.S.C. Section 1324a within thirty (30) days from the date of such conviction.

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10. DEFAULT.

10.1. ***Notice.*** A default shall exist under this AGREEMENT if either Party fails to perform or observe any material covenant contained in this AGREEMENT. The non-defaulting Party shall immediately notify the defaulting Party in writing upon becoming aware of any condition or event constituting a default. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting Party requires or proposes to require with respect to curing the default.

10.2. ***Time Period to Cure Default.*** If a default shall occur and continue after thirty (30) days' notice of the same, the non-defaulting Party may, at its option, pursue any remedies it may be entitled to, at law or in equity, in accordance with applicable law, without the necessity of future notice to or demand upon the defaulting Party. The non-defaulting Party shall not, however, pursue remedies for as long as the defaulting Party proceeds in good faith and with due diligence to remedy and correct the default, provided that defaulting Party has commenced to cure such default within thirty (30) days following notices. Notwithstanding the foregoing, a default for failure to make a payment required under the terms of this AGREEMENT must be cured within thirty (30) days' notice of same, and said cure period is not extended by any partial payment.

11. REMEDIES.

11.1. **COMPANY Default.** Upon the occurrence of a COMPANY default, if such COMPANY Default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**, the CITY shall have the right to immediately terminate this AGREEMENT by written notice to the COMPANY (the "**City Termination Notice**") in which event the COMPANY shall immediately pay to the CITY, at the CITY'S address set forth in this AGREEMENT or such other address as the CITY may hereafter notify the COMPANY, any Amount Due. In the event the COMPANY fails to pay the Amount Due to the CITY within thirty (30) days from the date of the City Termination Notice, the COMPANY shall continue to be in default of this AGREEMENT and the CITY shall have the right to exercise all rights and remedies available at law or in equity including, without limitation, the institution of a suit in a court of competent jurisdiction against the COMPANY for payment of the Amount Due or any other provision of default by COMPANY. In such event, the City is also entitled to recover pre-judgment interest at the rate allowed under Texas law as of the date of default, compounded annually. All rights and remedies of the CITY are cumulative. The obligations of the COMPANY set forth in this **SUBSECTION 11.1** shall expressly survive the termination of AGREEMENT ONE, and the termination of this AGREEMENT TWO.

11.2. **CITY Default.** Upon the occurrence of a CITY default, if such CITY default continues beyond the time provided in **SUBSECTION 10.2 (Time Period to Cure Default)**, the COMPANY shall have the right to immediately terminate this AGREEMENT by written notice to the CITY (the "**Company Termination Notice**") and in the event the CITY default continues for thirty (30) days after the Company Termination Notice, the COMPANY shall have the right to file suit in a court of competent jurisdiction.

11.3. <u>WAIVER OF CONSEQUENTIAL, PUNITIVE, OR SPECULATIVE DAMAGES.</u> IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT, EACH PARTY MUTUALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE OR SPECULATIVE DAMAGES.

11.4. Remedies Cumulative. The Parties agree that each right and remedy in this AGREEMENT shall be cumulative and concurrent and in addition to all other rights and remedies available under this AGREEMENT or applicable law, except that the COMPANY shall not be entitled to recover attorneys' fees under this AGREEMENT.

12. GOVERNMENTAL IMMUNITY.

To the extent permitted under law, this AGREEMENT is expressly made subject to CITY'S governmental immunity, including but not limited to the Texas Civil Remedies Code and all applicable state and federal law. The COMPANY and CITY expressly agree that no provision of this AGREEMENT is in any way intended to constitute a waiver of any immunities from suit or from liability that the CITY may have by operation of law.

13. RESERVATION OF LEGISLATIVE AUTHORITY.

Notwithstanding any provision in this AGREEMENT, this AGREEMENT does not control, waive, limit or supplant the City Council's legislative authority or discretion.

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14. INDEMNIFICATION.

COMPANY DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY THE ERROR, OMISSION, OR NEGLIGENT ACT OF COMPANY, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL AT ITS OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS. SUCH INDEMNITIES SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT) OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY COMPANY TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN ORDINARY NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT), WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE COMPANY OR ANY CONTRACTOR OR SUBCONTRACTOR UNDER WORKERS' COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

15. ACCESS TO AUDIT INFORMATION.

15.1. CITY reserves the right to conduct financial and compliance audits of the funds received and performances rendered under the Agreement, at the expense of the CITY.

15.2. The COMPANY agrees to provide the CITY access to information to inspect and audit (during regular business hours) the records relating to Rent received by the COMPANY during the Term.

15.3. The COMPANY shall not unreasonably withhold any records requested by the CITY.

15.4. The COMPANY shall grant all reasonable written requests to audit information within fifteen (15) calendar days of the date of request.

15.5. Violations of this section constitutes a default under this AGREEMENT. See **SECTION 10 (Default)**.

15.6. Should the CITY deem such audits necessary, and any irregularities are discovered during such audit, the COMPANY shall reimburse the CITY the expense of such audit.

15.7. Any requirements of confidentiality contained in the records are subject to Chapter 552 of the Texas Government Code (the Texas "Public Information Act" or "Act"). In accordance with the Public Information Act the CITY shall release information to the extent required by the Act and other applicable laws.

16. VERIFICATIONS.

16.1. Verification COMPANY Does Not Boycott Israel. Pursuant to Texas Government Code, Chapter 2271, Section 2271.002 unless otherwise exempt, COMPANY hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this AGREEMENT. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

16.2. Verification COMPANY Does Not Engage With Terrorist Organizations. COMPANY further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Texas Government Code, Chapter 2252, Section 2252.153, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

16.3. Verification COMPANY Does Not Boycott or Discriminate Against Firearm Entities or Firearm Trade Associations. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the COMPANY employs at least ten (10) fulltime employees and this AGREEMENT has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity, the COMPANY represents that: (i) the COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the COMPANY will not discriminate during the term of this AGREEMENT against a firearm entity or firearm trade association.

16.4. Verification COMPANY Does Not Boycott or Discriminate Against Energy Companies. Pursuant to Texas Government Code, Chapter 2276, unless otherwise exempt, if the COMPANY is a company with at least ten (10) or more full-time employees and this AGREEMENT has value of at least $100,000 or more that is paid wholly or partly from public funds of the governmental entity, the COMPANY represents that: (i) the COMPANY does not boycott energy companies; and (ii) will not boycott energy companies during the term of this AGREEMENT.

17. NO THIRD-PARTY BENEFICIARIES.

For purposes of this AGREEMENT, including its intended operation and effect, the Parties specifically agree that: (1) this AGREEMENT only affects matters/disputes between the Parties to this AGREEMENT, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or COMPANY or both; and (2) the terms of this AGREEMENT are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or COMPANY.

[The remainder of this page intentionally left blank.]

18. NOTICES.

Any notice required by this AGREEMENT shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, postage prepaid, or by overnight courier addressed to the appropriate recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

COMPANY:

Town East Mall, LLC
c/o GGP Retail, LLC
350 North Orleans Street – Suite 300
Chicago, Illinois 60654

With a copy to:

Town East Mall, LLC
ATTN: Senior General Manager
2063 Town East Mall
Mesquite, Texas 75150

CITY:

City of Mesquite, Texas
ATTN: City Manager
1515 North Galloway Avenue
Mesquite, Texas 75149

With a copy to:

City of Mesquite, Texas
City Attorney's Office
ATTN: City Attorney
P.O. Box 850137
Mesquite, Texas 75185-0137

[The remainder of this page intentionally left blank.]

19. AUTHORIZATION.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this AGREEMENT. The COMPANY represents and warrants to the City that the COMPANY is a duly formed, validly existing Delaware limited liability company in good standing under the laws of the State of Delaware and is authorized to transact business in the State of Texas.

20. APPLICABLE LAWS.

This AGREEMENT is made subject to the provisions of the Charter and ordinances of the CITY, as amended, and all applicable State of Texas and federal laws. This AGREEMENT shall be construed and interpreted under the laws of the State of Texas and violation of same shall constitute a default under this AGREEMENT.

21. VENUE.

The AGREEMENT, as amended hereby, is performable in Dallas County, Texas and venue of any action arising out of this AGREEMENT shall be exclusively in Dallas County, Texas, or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Northern District of Texas.

22. INTERPRETATION.

Regardless of the actual drafter of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.

23. SEVERABILITY.

In the event any provision or item of this AGREEMENT is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions or items of this AGREEMENT which can be given effect without the invalid provisions or items, and to this end, the provisions of this AGREEMENT are hereby declared severable.

24. COUNTERPARTS.

This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

25. CAPTION HEADINGS.

Caption headings contained in this AGREEMENT are for the convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

26. RIGHT OF OFFSET.

The CITY may at its option, offset any amounts due and payable under this AGREEMENT against any debt (including taxes) lawfully due and owing to the CITY from the COMPANY, regardless of whether the amount due arises pursuant to the terms of this AGREEMENT or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

27. USURY SAVINGS CLAUSE.

Notwithstanding anything contained in this AGREEMENT to the contrary, in no event shall any interest paid or collected, or to be paid or collected under the terms of this AGREEMENT exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under applicable law. Any interest in excess of that maximum amount will be refunded.

28. NO PARTNERSHIP OR JOINT VENTURE.

It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

29. WAIVERS.

All waivers must be in writing and signed by the waiving Party. No failure by any Party to require the strict or timely performance of any covenant, agreement, term or condition of this AGREEMENT shall constitute a waiver of any such covenant, agreement, term, or condition. No delay or omission in the exercise of any right or remedy upon a default of this AGREEMENT shall impair such right or remedy or constitute a waiver of any breach.

30. NON-COLLUSION.

Each Party hereto represents and warrants to the other that neither it, nor anyone on its behalf, has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the other Party as an inducement to obtain any benefits under this AGREEMENT.

31. DATE FOR PERFORMANCE.

If a deadline or date falls on a Saturday, Sunday, legal or City holiday, then such time period shall be automatically extended through the close of the next business day.

32. DISPUTE RESOLUTION.

Any controversy or claim ("Claim") arising from or relating to this AGREEMENT shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any Party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The Parties shall endeavor to resolve their claims by non-binding mediation for a period not to exceed sixty (60) days from the date of the Claim. The mediation shall be held in Dallas County, Texas and the Parties shall share the costs of mediation equally.

33. NO PERMIT.

This AGREEMENT does not constitute a permit pursuant to Chapter 245 of the Texas Local Government Code or any City code or regulation and does not vest any rights to the COMPANY under Chapter 245. The CITY does not, by entering into this AGREEMENT, concede or agree that there are any developer rights or obligations arising under Chapter 245 and the CITY reserves all rights and defenses against any such assertion.

34. REPORT AGREEMENT TO COMPTROLLER'S OFFICE.

The City Secretary, or her designee, will report this AGREEMENT to the Texas State Comptroller's office within fourteen (14) days of the Effective Date in accordance with § 380.004 of the Texas Government Code.

35. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded by this AGREEMENT. There are no oral agreements between the Parties.

36. TERMINATION OF AGREEMENT.

This AGREEMENT shall terminate, including but not limited to, upon any one of the following and in such event, none of the Parties hereto shall have any further rights or obligations under the terms of this AGREEMENT except for such rights and obligations which by the express terms of this AGREEMENT expressly survive the termination of this AGREEMENT, to-wit:

1. by written agreement of the COMPANY and the CITY; or

2. upon repayment of the Amount Due unless sooner terminated as provided herein; or

3. the CITY shall have the right to terminate this AGREEMENT by written notice to the COMPANY if any federal or state law or regulation or any decision of a court of competent jurisdiction would have the effect of rendering this AGREEMENT invalid, illegal, or unenforceable.

37. SUCCESSORS AND ASSIGNS.

This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns. The COMPANY may assign all of its rights and obligations under this AGREEMENT to an Affiliate of the COMPANY provided the COMPANY and Affiliate execute and deliver to the CITY a written agreement whereby the Affiliate expressly assumes all obligations of the COMPANY to the CITY under the terms of this AGREEMENT and the COMPANY acknowledges and agrees that it shall not be released from its obligations under this AGREEMENT. Except as otherwise provided in Section 9.8.(1) hereof, this AGREEMENT and the rights and obligations of the COMPANY hereunder may not be assigned or transferred by the COMPANY to any Person other than (i) an Affiliate of the COMPANY, (ii) Clear Channel Outdoor, (iii) Outfront Media, or (iv) Lamar Advertising, without the prior written consent of the CITY, which consent shall not be unreasonably withheld (***SO LONG AS*** **THE NEW SIGN REMAINS CLASSIFIED AS A "FREEWAY-ORIENTED MARQUEE SIGN" IN ACCORDANCE WITH SECTION 9.6(1) HEREOF and the New Sign shall continue operating in the same manner, and with the same purposes**). If the CITY's consent to a transfer is requested, such consent shall be deemed to have been given if the City Secretary has not placed the item on the City Council's Agenda for consideration within 30 days of the CITY's receipt of the transfer request, and the City Council fails to make a decision within 45 days of the CITY's receipt of the transfer request. As used herein, "Affiliate" means any Person directly or indirectly controlling, controlled by, or under common control with the COMPANY. The term "control" as used in the prior sentence means, directly or indirectly, the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. In the event the COMPANY is a corporation or limited liability company, the sale, transfer or assignment of a controlling interest in the shares of the COMPANY or the sale, transfer or assignment of a controlling interest in the membership interests of the COMPANY shall constitute an assignment of this Agreement. In the event the COMPANY is a limited partnership, the sale, transfer or assignment of a controlling interest in the shares of a corporation or the membership interests of a limited liability company that is the COMPANY'S general or managing partner shall constitute an assignment of this AGREEMENT. Furthermore, neither the COMPANY nor any approved assignee or their legal representatives or successors in interest shall, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this AGREEMENT or any part hereof, or the interest of the COMPANY or any approved assignee under this AGREEMENT, without obtaining the CITY'S prior written consent, such consent not to be unreasonably withheld. Any consent by the CITY to any assignment of this AGREEMENT shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment. Every assignee shall be subject to and be bound by all the provisions, covenants, and conditions of this AGREEMENT and shall be required to obtain the prior written consent of the CITY with respect to any future or further assignment. Any attempted assignment in violation of the terms and provisions of this AGREEMENT shall be void and shall constitute a material breach of this AGREEMENT.

38. DEADLINE FOR EXECUTION OF AGREEMENT BY PARTIES.

Pursuant to City of Mesquite, Texas, Economic Development Incentive Program, Sec. 5.(iii) (adopted Sept. 16, 2013), if this AGREEMENT is not executed by the COMPANY and CITY on or before the 60th day after the effective date of the Resolution authorizing said AGREEMENT, the AGREEMENT will be null and void and of no force or effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties to these presents have executed this **AGREEMENT TWO** on the EFFECTIVE DATE that being the later to execute this AGREEMENT.

FOR THE
CITY OF MESQUITE, TEXAS:

By: ______________________________
Cliff Keheley, City Manager

Date: ______________________________

ATTEST:

By: ______________________________
Sonja Land, City Secretary

REVIEWED:

By: ______________________________
David L. Paschall, City Attorney

Deputy City Attorney: ________
KS

FOR THE
COMPANY:
Town East Mall, LLC,
a Delaware limited liability company

By: ______________________________
Marjorie Zessar, Authorized Signatory

Date: ______________________________

ATTEST:

By: ______________________________
_______________, _______________

CITY COUNCIL AUTHORIZATION	
RESOLUTION NUMBER:	**26 – 2026**
DATE CITY COUNCIL APPROVED:	**08.17.2026**
AGENDA ITEM NUMBER:	**27**

EXHIBIT LIST

Exhibits to
AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT (CHAPTER 380): "AGREEMENT TWO"

EXHIBIT 01.

HISTORICAL SUMMARY

September 21, 1998. Ordinance No. 3257
TC-TIF District Reinvestment Zone No. 2
Establishment of the Towne Centre Tax Increment Finance District Reinvestment Zone No. Two ("TC-TIF")

March 4, 2013. City Council Agenda for 03.04.2013; Agenda Item 21.
AGREEMENT ONE.
City Council approved the terms and conditions for the Economic Development Program Agreement ("AGREEMENT ONE") by and between the CITY and Town East Mall, LLC, *to provide for the construction, finance, design, installation, operation and maintenance of a "Marquee Sign"* associated with Town East Mall, and authorizing the City Manager to execute AGREEMENT ONE.

March 4, 2013. City Council Agenda for 03.04.2013; Agenda Item 22.
VARIANCE and **END USER AGREEMENT.**
re: Case No. EVS-635TOWNEAST.
Variance and Findings re: Electronic Video Screen (EVS) at 1800 N. Town East Boulevard ("VARIANCE"); and END USER AGREEMENT.

March 13, 2013. **AGREEMENT ONE** – Executed and Effective.

July 15, 2013. City Council Agenda for 07.15.2013; Agenda Item 6.
AMENDMENT #1.
City Council approved the terms and conditions for an amendment to AGREEMENT ONE ("AMENDMENT #1") by and between the CITY and Town East Mall, LLC, *to extend time to purchase and install* the "Marquee Sign" associated with Town East Mall, and authorizing the City Manager to execute AMENDMENT #1.

October 6, 2014. City Council Agenda for 10.6.2014; Agenda Item 14.
Resolution No. 35-2014; **AMENDMENT #2.**
City Council approved the terms and conditions for a second amendment to AGREEMENT ONE ("AMENDMENT #2") by and between the CITY and Town East Mall, LLC, *to allow the "Marquee Sign" to be non-operational for up to a maximum of 4 hours each day between midnight and 6am*, and authorizing the City Manager to execute AMENDMENT #2.

October 6, 2014. City Council Agenda for 10.6.2014; Agenda Item 15.
FIRST AMENDED VARIANCE.
re: Case No. EVS-635TOWNEAST-A.
City Council approved the FIRST AMENDED VARIANCE to amend the locational criterion of Section 13-5(4)(b), *identifying the Marquee Sign is within the Town East Retail and Restaurant Area (TERRA) Overlay District so as to broaden the advertising base for the Marquee Sign to include any business within the TERRA Overlay District*.

December 17, 2018. Ordinance No. 4529
Amending project plan, reinvestment zone financing plan, and various other items for Towne Centre Reinvestment Zone No. Two.
Ordinance amending Ordinance No. 3257.

June 17, 2019. Ordinance No. 4686
Amending project plan, reinvestment zone financing plan, and extending the term of the Zone for an additional twenty years to expire December 21, 2039, and various other items for Towne Centre Reinvestment Zone No. Two.
Ordinance amending Ordinance No. 3257 and Ordinance No. 4529.

August 17, 2026. **Resolution 26-2026**
Approving the Amended and Restated Chapter 380 Economic Development Program Agreement ("AGREEMENT TWO"), regarding the new electronic Freeway-Oriented Marquee Sign ("New Sign").

EXHIBIT 02.

Photograph of EXISTING Marquee Sign

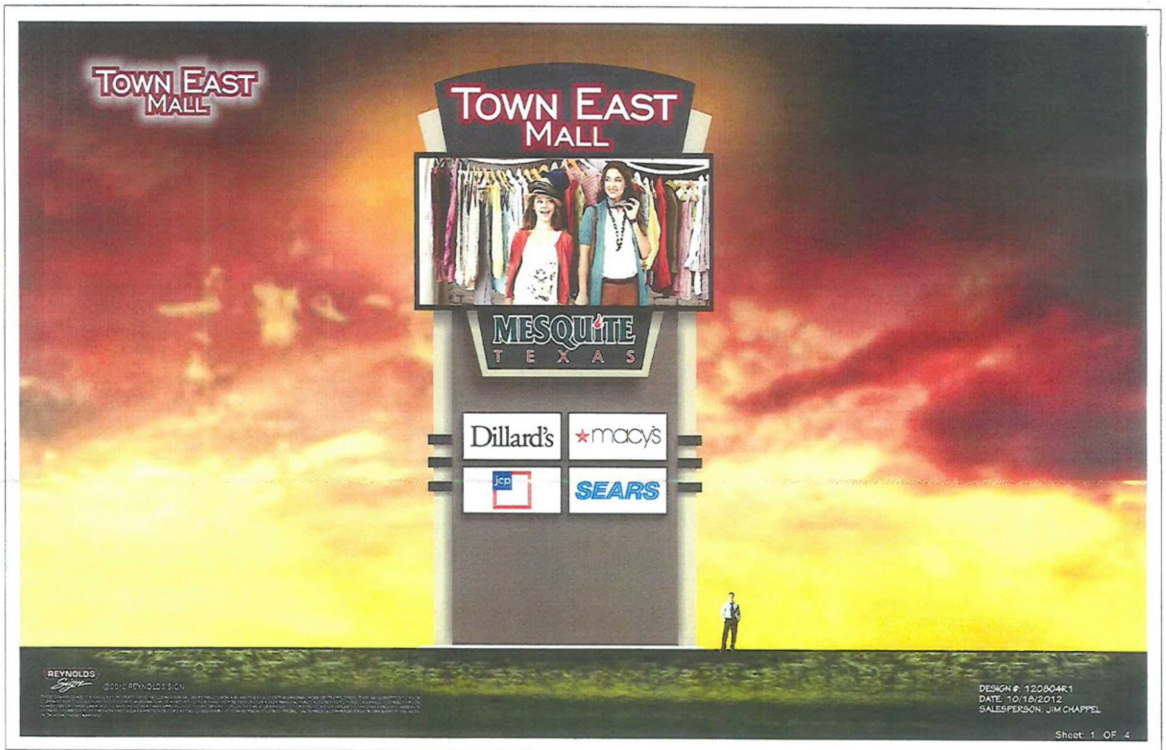

EXHIBIT 03

Depiction of the Premises

The Sign shall be erected within the general area shown on the aerial image below within the Premises, as depicted by the red dotted line herein and with the approximate coordinates. The Sign's specific design configuration is also highlighted herein.

Property Address: **2063 Town East Mall Mesquite, TX 75150**
Coordinates: **Latitude 32°48'29.32"N / Longitude 96°37'35.35"W**
Physical Ground Development Area: **50ft. x 25ft.**; as depicted by the red dotted line herein.

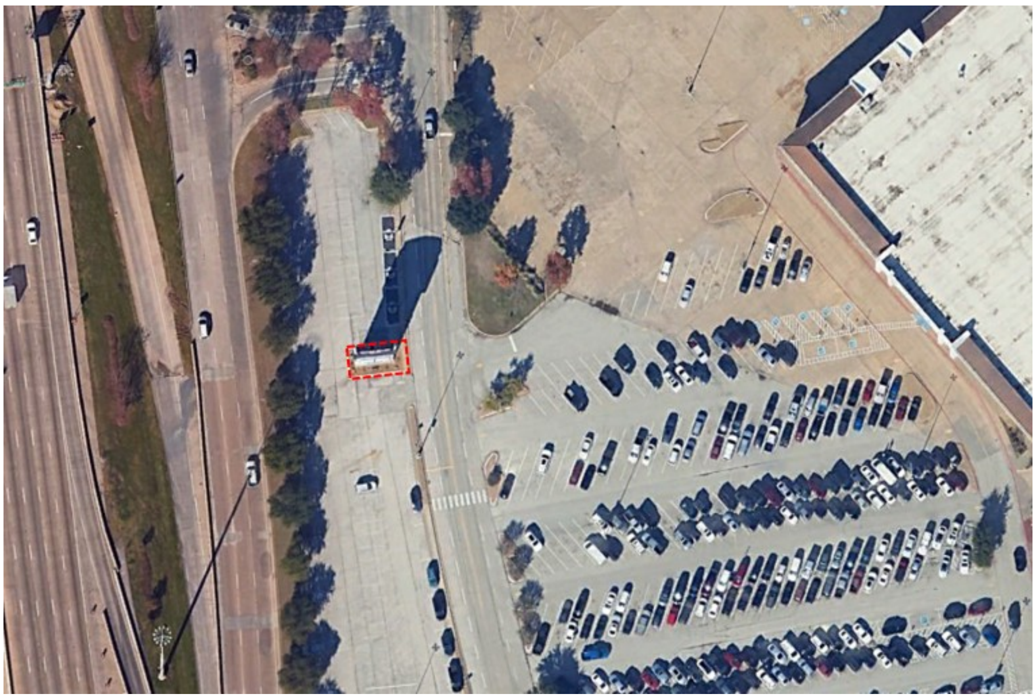

EXHIBIT 04
Design Specifications - New Sign

SIGN CONFIGURATION

Back-To-Back Configuration With Two LED Display Faces

(672 Square Feet Each)

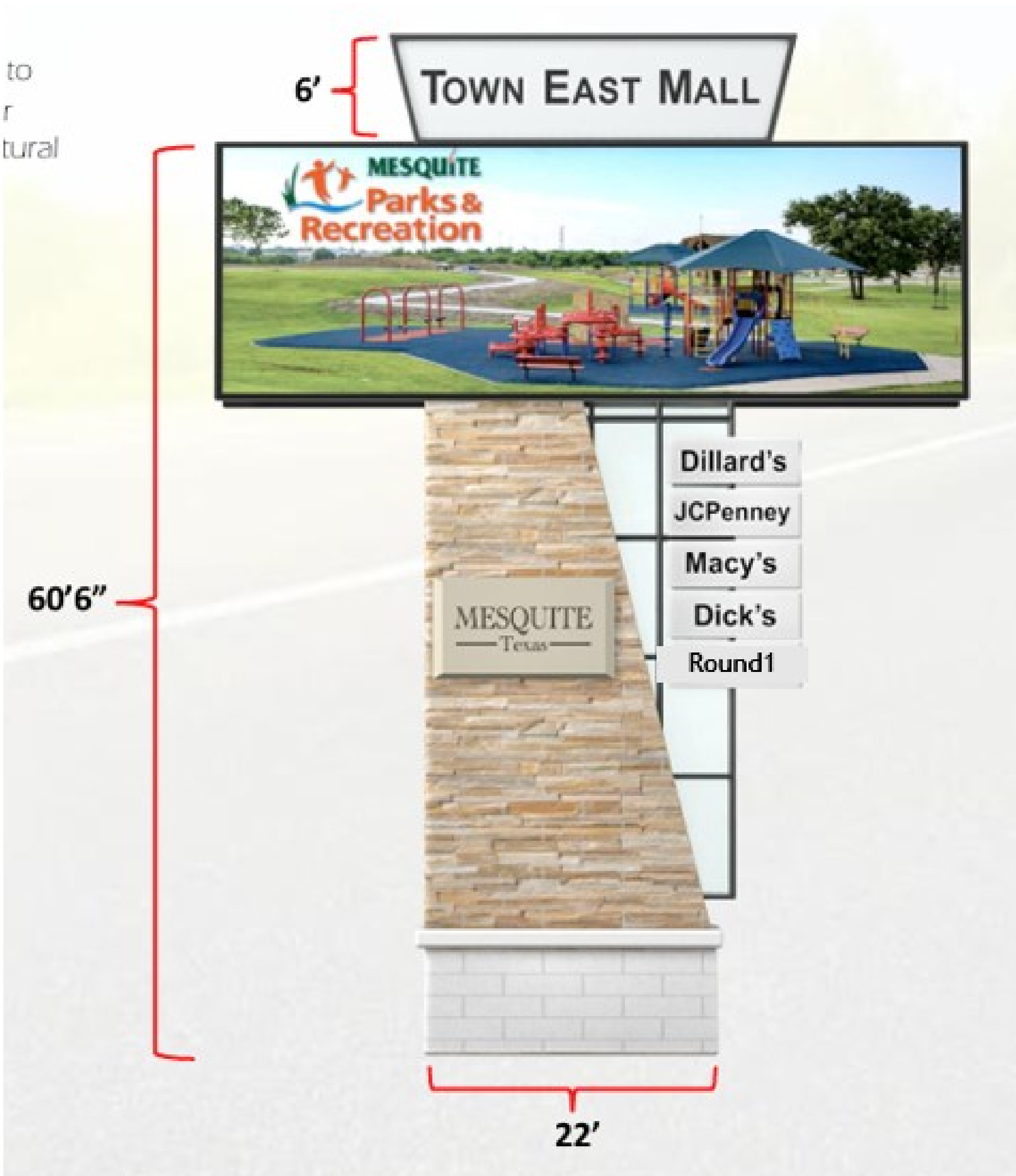

EXHIBIT 04
Design Specifications - New Sign

EXHIBIT 05

Legal Description of Property

TRACT 1:

Lots 2, 4 and 5, Block A, of TOWN EAST MALL, BLOCK A, LOTS 1-7, an addition to the City of Mesquite, Dallas County, Texas, according to the plat thereof recorded in cc# 201200064295, Map Records, Dallas County, Texas.

Tract 2:

BEING a part of Lot 6, Block A, of TOWN EAST MALL, BLOCK A, LOTS 1-7, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in cc# 201200064295, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEING all of that tract of land in Dallas County, Texas, out of the John T. Nelms Survey, Abstract No. 1095, and being all of Tract IV as described in a Deed to Town East Mall Partnership as recorded in Volume 97113, Page 4056 of the Deed Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found at the Southeast corner of said Tract II, at the Easterly most Northeast corner of Tract IV (97113-4056), and on the Northwest line of a tract of land described in a deed to Dallas Power and Light Co. as recorded in Volume 5629, Page 404 of the Deed Records of Dallas County, Texas;

THENCE South 27 degrees 29 minutes 13 seconds West, 84.91 feet to a 1/2 inch steel rod set at the South corner of said Tract IV;

THENCE Northwesterly, 236.63 feet along a curve to the left having a radius of 779.50 feet and a central angle of 17 degrees 23 minutes 35 seconds (Chord bears North 80 degrees 28 minutes 54 seconds West, 235.72 feet) to an "X" set for corner;

THENCE South 84 degrees 59 minutes 40 seconds West, 42.28 feet to an "X" set at the Southwest corner of said Tract IV;

THENCE North 27 degrees 26 minutes 49 seconds East, 41.09 feet to a pk nail set for corner;

THENCE North 89 degrees 33 minutes 10 seconds East, 231.96 feet to a pk nail set for corner;

THENCE North 27 degrees 26 minutes 49 seconds East, 30.55 feet to a pk nail set for corner;

EXHIBIT 05

THENCE South 62 degrees 33 minutes 11 seconds East, 55.00 feet to the Point of Beginning, containing 0.331 acres of land, more or less.

ALSO DESCRIBED AS SURVEYOR'S LEGAL:

BEING a part of Lot 6, Block A, of TOWN EAST MALL, BLOCK A, LOTS 1-7, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in cc# 201200064295, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEING all of that tract of land in Dallas County, Texas, out of the John T. Nelms Survey, Abstract No. 1095, and being all of Tract IV as described in a Deed to Town East Mall Partnership as recorded in Volume 97113, Page 4056 of the Deed Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found at the Southeast corner of said Tract II, at the Easterly most Northeast corner of Tract IV (97113-4056), and on the Northwest line of a tract of land described in a deed to Dallas Power and Light Co. as recorded in Volume 5629, Page 404 of the Deed Records of Dallas County, Texas;

THENCE South 26 degrees 35 minutes 21 seconds West, 84.92 feet (measured) (South 27°29'13" West, 84.91 feet per deed) to a 1/2 inch steel rod set at the South corner of said Tract IV;

THENCE Northwesterly, 236.51 feet (measured) (236.63 feet per deed) along a curve to the left having a radius of 779.50 feet and a central angle of 17 degrees 23 minutes 02 seconds (measured) (17°23'35" per deed) (Chord bears North 81 degrees 27 minutes 54 seconds West, 235.60 feet (measured) (North 80°28'54" West, 235.72 feet per deed) to an "X" set for corner;

THENCE South 84 degrees DO minutes DO seconds West, 42.21 feet (measured) (South 84°59'40" West, 42.28 feet per deed) to an "X" set at the Southwest corner of said Tract IV;

THENCE North 26 degrees 25 minutes 58 seconds East, 40.88 feet (measured) (North 27°26'49" East, 41.09 feet per deed) to a pk nail set for corner;

THENCE North 88 degrees 32 minutes 15 seconds East, 231.97 feet (measured) (North 89°33'10" East, 231.96 feet per deed) to a pk nail set for corner;

THENCE North 26 degrees 25 minutes 58 seconds East (measured) (North 27°26'49" East per deed), 30.55 feet (to a pk nail set for corner);

THENCE South 63 degrees 34 minutes 02 seconds East, 55.04 feet (measured) (South 62°33'11" East, 55.00 feet per deed) to the Point of Beginning, containing 0.3300 acres of land, more or less.