

<u>UNITY AGREEMENT</u>

AFTER RECORDING PLEASE
RETURN TO:
CARHEN HORAN
TOWN OF ADDISON
P.O. BOX 9010
ADDISON, TX 75001-9010

STATE OF TEXAS

§

COUNTY OF DALLAS

§

WHEREAS, the Owners hereinafter described by this instrument desire to use all or a portion of the tracts described below for purposes of meeting the requirements of Section 510 of the Town of Addison, Texas ("Addison") Uniform Building Code 1997 Edition as amended (for purposes of this Agreement, "Code" shall mean and refer to the Uniform Building Code, 1997 Edition, as amended or superseded). Now, Therefore,

KNOW ALL PERSONS BY THESE PRESENTS:

390921

12/07/98

1316578

\$35.00

I.

That Millennium Park Phase I LP, a Delaware limited partnership ("Phase I Owner"), is the owner of that certain tract of real property in the Town of Addison, Texas, designated herein as "Phase I," as more particularly described on Exhibit A attached hereto, and Millennium Park LP, a Delaware limited partnership ("Phase II and III Owner") is the owner of two (2) tracts of real property in the Town of Addison, Texas, said tracts being designated herein as "Phase II" and "Phase III," as more particularly described on Exhibit B attached hereto (Phases I, II and III being collectively referred to herein as the "Tracts"). The said Exhibits are made a part of this Agreement. The Phase I Owner and the Phase II and III Owner are hereafter collectively referred to as the "Owners."

II.

In order that all uses allowed by law on Phase I, Phase II and Phase III may operate in compliance with the Code and derive all the benefits from such compliance, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as the Owners have agreed upon, Owners understand and agree that Phase I, Phase II and Phase III shall be collectively treated as one lot, pursuant to Section 510 of the Code, for the limited purpose of meeting the requirements of the Code, briefly summarized as fire separation and other requirements that are necessitated due to the contact of structures and lack of set-back along portions of the common boundary between the Tracts.

Ш.

Owners understand and agree that this Agreement is for the purpose of allowing the Building Official of Addison to issue building permits and/or certificates of occupancy for Phase I, Phase II and Phase III and that this Agreement does not affect the boundaries or the ownership of the Tracts. Owners further understand and agree that this Agreement neither affects the ability of Addison to strictly enforce any and all provisions of the Code, except as provided herein, nor restricts the right of the Town Council of Addison to exercise its legislative duties and powers

ORIGINAL FILED WITHUNITY AGREEMENTS, 32 COPY insofar as zoning of the Tracts is concerned. Owners further agree that the terms of this Agreement are intended to benefit Addison, its officials, officers, employees and agents.

IV.

Owners agree to and do hereby release, acquit and forever discharge Addison, its officials, officers, employees and agents, in both their public and private capacities (together, for purposes of this Section IV., "Addison") from and against any and all claims, liabilities, suits. demands, causes of action, costs, fees or expenses which Owners may have arising out of or in connection with this Agreement and the issuance of any permits for the construction, maintenance, repair or removal of buildings or structures upon, or for the occupancy of, Phase I, Phase II and Phase III by reason of this Agreement. The provisions of this Section IV. shall survive the termination of this Agreement.

V.

Owners agree to and shall indemnify and defend Addison, its officials, officers, employees and agents, in both their public and private capacities (together, for purposes of this Section V. "Addison") against, and shall hold Addison harmless from any and all actions, causes of action, lawsuits, judgments, claims, liability, damages, costs or fees, including attorney's fees and costs of defense (together, "claims"), for any injury to or the death of any person or damage to or destruction of any property, resulting from, based on, arising out of or in connection with this Agreement, including but not limited to the issuance of building permits or certificates of occupancy by Addison. The provisions of this Section V. shall survive the termination of this Agreement.

VI.

Unless stated otherwise in this Agreement, the definitions and provisions of the Code, as amended, apply and are incorporated into this Agreement as if recited in it.

VII.

Owners agree to file, at their own expense, a true and correct copy of this Agreement in the Deed Records of Dallas County, Texas as soon as practicable after this Agreement is approved by Addison and to file with the Addison Building Official a file-marked copy of the recorded Agreement. This Agreement shall have no force or effect until such time as a copy of this Agreement is so recorded.

VIII.

Owners understand and agree that this Agreement shall be governed by the laws of the State of Texas.

IX.

Owners understand and agree that this Agreement shall be a covenant running with Phase I, Phase II and Phase III, and that this Agreement shall fully bind any successors, heirs and assigns of Owners who acquire any right, title, or interest in or to any of the Tracts, or any part thereof, that are governed by this Agreement. Any person or entity who acquires any right, title, or interest in or to any of the Tracts, or any part thereof, thereby agrees and covenants to abide by and fully perform this Agreement. In the event that the Tracts ever become owned by the same person or entity, for purposes of this Agreement, the doctrine of merger shall not apply.

X.

Owners understand and agree that this Agreement may be amended or terminated only by an instrument that is approved by Addison and signed by (i) the then owner(s) of Phase I, Phase II and Phase III, and (ii) the lienholders, other than a taxing entity, that have an interest in Phase I, Phase II and Phase III at the time such instrument is signed. No amendment or termination of this Agreement shall be effective until the amending or terminating instrument is filed in the Deed Records of Dallas County, Texas in accordance with this Section X. and a file-marked copy of the amending or terminating instrument is filed with Addison's Building Official.

XI.

Owners certify and represent that there are no liens, other than liens for ad valorem taxes, against the Tracts except for the liens by the lienholders whose signatures appear hereinbelow.

XII.

The invalidation of any provision of this Agreement by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

XIII.

This Agreement may be signed in multiple counterparts, which together shall constitute a complete executed document for all purposes.

EXECUTED as of this A day of October, 1998.

OWNERS:

MILLENNIUM PARK PHASE I LP, a Delaware limited partnership

By: Millennium Addison, Inc., a Texas corporation, General Partner

By: Chida C. Inclosen

MILLENNIUM PARK LP, a Delaware limited partnership

By: Master Millennium Addison, Inc., a Texas corporation, Administering General Partner

By: William

Clytte C. .

CONSENT AND CONCURRENCE OF LIENHOLDERS:

LIENHOLDER AS TO PHASE I:

WHITEHALL STREET REAL ESTATE LIMITED PARTNERSHIP IX, a Delaware limited partnership

Ву:

WH Advisors, L.L.C. IX,

its General Partner

By:

Whitehall IX/X It managing member

By:

Ralph F. Rosenberg, Vice President

LIENHOLDER AS TO PHASES I, II and III:

GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership

By: Goldman Sachs Real Estate Funding Corp., its General Partner

By:

Name:

Title:

MARK J. KOGAN VICE PRESIDENT

LIENHOLDER AS TO PHASE II AND PHASE III:

CHATTAHOOCHEE LEASING CORPORATION, a Georgia corporation

By:

Charles Brady, President

APPROVED BY ADDISON:

TOWN OF ADDISON, TEXAS

Ву:

Ron Whitehead, City Manager

COUNTY OF DALLAS

Jackson, Jr., President of Millennium Addison, Inc., a Texas corporation, general partner of Millennium Park Phase I LP, a Delaware limited partnership, on behalf of said corporation and limited partnership.

STEPHANIE A. GREEN **Notary Public** State of Texas My Comm. Exp. Aug. 8, 2002

[SEAL]

y Public – State of Texas

Printed Name of Notary Public

My Commission Expires: 8-8-2002

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on (1) to bux 29, 1998, by Clyde C. Jackson, Jr., President of Master Millennium Addison, Inc., a Texas corporation, administering general partner of Millennium Park LP, a Delaware limited partnership, on behalf of said corporation and limited partnership

STEPHANIE A. GREEN **Notary Public** State of Texas My Comm. Exp. Aug. 8, 2002

My Commission Expires:

8-8-2002

Notary Public - State of Texas

Printed Name of Notary Public

STATE OF NOW York COUNTY OF NEW YORK general partner of Whitehall Street Real Estate Limited Partnership IX, a Delaware limited partnership, on behalf of said entities. [SEAL] My Commission Expires: Notary Public, State of No. 01GR5080001 Qualified in Westchester County Certificate Filed in New York County Commission Expires June 16, 19—22 STATE OF NO YOU'S COUNTY OF NOWYORT This instrument was acknowledged before me on November 5, 1998, by Mgh J. Kogan, Will Passaca T of Goldman Sachs Real Estate Funding Corp., general partner of Goldman Sach's Mortgage Company, a New York limited partnership, on behalf of said entities. Notary Public - State of

[SEAL]

My Commission Expires:

Printed Name of Notary Public

SETH L. GROSSMAN
Notary Public, State of New York
Oualfried in Westchester County
Certificate Filed in New York County
Commission Expires June 16, 19.72

STATE OF Goorgia COUNTY OF Gujinnett

This instrument was acknowledged before me on November 16, 1998, by Charles Brady, President of Chattahoochee Leasing Corporation, a Georgia corporation, on behalf of said corporation.

[SEAL]

My Commission Expires:

BLANDINE ANDERSON Notary Public, Gwimmett County, Good My Comm. Expires December 29, 2001. Haudim Anderson
Notary Public - State of Georgia

Printed Name of Notary Public

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on November 23, 1998, by Ron Whitehead, City Manager, Town of Addison, Texas, a Texas municipal corporation, on behalf of said corporation.

MICHELE L. COVINO My Commission Expires

[SEAL]

My Commission Expires:

9-22-2001

Notary Public - State of Texas

MICHERE L. COVINS Printed Name of Notary Public

21725.005/D04.2

EXHIBIT A

Phase I Description

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and the Robert Wilburn Survey, Abstract No. 1580, Dallas County, Texas, and being part of a tract of land conveyed to Chattahoochee Leasing Corporation by the Town of Addison by deed recorded in Volume 98182, Page 790, Deed Records of Dallas County, Texas and being part of the Adelstein Addition as recorded in Volume 81075, Page 1696, Map Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point situated in the intersection of the southerly line of DART Rail (100' R.O.W.), and the westerly line of Dallas North Parkway (variable R.O.W.);

THENCE along the westerly line of said Dallas North Parkway the following:

S13°45'00"E, a distance of 107.37 feet to a point of curvature to the right;

Along said curve having a delta angle of 03°50'25", a radius of 2191.83 feet, an arc length of 146.91 feet, and a chord bearing and distance of S11°49'43"E, 146.88 feet to an iron rod being the POINT OF BEGINNING.

Continuing along said curve having a delta angle of 05°00'30", a radius of 2191.83 feet, an arc length of 191.59 feet, and a chord bearing and distance of S07°24'16"E, 191.53 feet to an iron rod and the beginning of a compound curve to the right.

Along said curve having a delta angle of 00°45'56", a radius of 1137.47 feet, an arc length of 15.20, and a chord bearing and distance of S02°33'32"E, 15.20 feet to an iron rod for corner and the beginning of a compound curve to the right;

Along said curve having a delta angle of 87°42'30", a radius of 100.00 feet, an arc length of 153.08 feet, and a chord bearing and distance of S41°34'09"W, 138.57 feet to an iron rod for corner situated in the northerly line of Arapaho Road as conveyed to the Town of Addison by R.O.W. deed recorded in Volume 98182, Page 5234, Deed Records of Dallas County, Texas;

THENCE along the northerly line of said Arapaho Road the following:

S85°25'24"W, a distance of 192.10 feet to an iron rod for corner and the beginning of a curve to the left;

Along said curve having a delta angle of 01°56'40", a radius of 841.00 feet, an arc length of 28.54 feet, and a chord bearing and distance of S84°27'03"W, 28.54 feet to an iron rod for corner;

THENCE N23°51'32"W, departing said Arapaho Road, a distance of 18.87 feet to an iron rod for corner;

THENCE N51°40′10"W, a distance of 43.01 feet to an iron rod for corner;

THENCE N23°47′57"W, a distance of 24.00 feet to an iron rod for corner;

THENCE N03°56′58"E, a distance of 42.96 feet to an iron rod for corner;

THENCE N23°51′32"W, a distance of 59.97 feet to an iron rod for corner;

THENCE S66°12′00"W, a distance of 434.72 feet to an iron rod for corner;

THENCE N23°48′00"W, a distance of 115.01 feet to an iron rod for corner;

THENCE N66°12′00"E, a distance of 479.23 feet to an iron rod for corner;

THENCE S23°47′57"E, a distance of 53.74 feet to an iron rod for corner;

THENCE N85°37′19"E, a distance of 136.81 feet to an iron rod for corner;

THENCE N67°51′12"E, a distance of 184.22 feet to an iron rod for corner;

145,466 square feet or 3.3394 acres of land.

EXHIBIT B

Phase II and Phase III Description

PHASE II

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and the Robert Wilburn Survey, Abstract No. 1580, Dallas County, Texas, and being part of a tract of land conveyed by the Town of Addison to Chattahoochee Leasing Corporation, by deed recorded in Volume 98182, Page 790, Deed Records of Dallas County, Texas and being a part of the Adelstein Addition as recorded in Volume 81075, Page 1696, Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod for corner situated in the southerly line of DART Rail (100' R.O.W.) as recorded in Volume 91008, page 1390, Deed Records of Dallas County, Texas, and the westerly line of Dallas North Parkway (variable width R.O.W.);

THENCE S13°45'00"E, along said Dallas North Parkway, a distance of 107.37 feet to an iron rod for corner and the beginning of a curve to the right;

THENCE along said curve and the westerly line of said Dallas North Parkway having a delta of 03°50'25", a radius of 2191.83 feet, an arc length of 146.91 feet, and a chord bearing and distance of S11°49'43"E, 146.88 feet to an iron rod for corner;

THENCE S75°19'55"W, departing said Dallas North Parkway, a distance of 37.00 feet to an iron rod for corner;

THENCE S67°51'12"W, a distance of 184.22 feet to an iron rod for corner,

THENCE S85°37'19"W, a distance of 136.81 feet to an iron rod for corner;

THENCE N23°47'57"W, a distance of 53.74 feet to an iron rod for corner;

THENCE S66°12'00"W, a distance of 479.23 feet to an iron rod for corner;

THENCE N23°48'00"W, a distance of 117.63 feet to an iron rod for corner and the beginning of a curve to the right;

THENCE along said curve having a delta angle of 03°28'50", a radius of 636.00 feet, an arc length of 38.64 feet, and a chord bearing and distance of N32°37'46"E, 38.63 feet to an iron rod for corner situated in the southerly line of said DART Rail;

THENCE N 66°12'00"E, along said DART Rail, a distance of 845.94 feet to the POINT OF BEGINNING and containing 153,954 square feet or 3.5343 acres of land.

PHASE III

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Dallas County, Texas, and being part of a tract of land conveyed to Chattahoochee Leasing Corporation by the Town of Addison by deed recorded in Volume 98182, Page 790, Deed Records of Dallas County, Texas and being a part of the Adelstein Addition as recorded in Volume 81075, Page 1696, Map Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at an iron rod at the intersection of the northerly line of Arapaho Road as conveyed to the Town of Addison by R.O.W. deed recorded in Volume 98182, Page 5234, Deed Records of Dallas County, Texas, and the curving westerly line of Dallas North Parkway (variable width R.O.W.);

THENCE S85°25'24"W, along the northerly line of said Arapaho Road, a distance of 192.10 feet to an iron rod and the beginning of a curve to the left having a delta of 01°56'40", a radius of 841.00 feet, and a chord bearing and distance of S84°27'03"W, 28.54 feet;

THENCE southwesterly, along said curve and the northerly line of said Arapaho Road, an arc length of 28.54 feet to an iron rod and the POINT OF BEGINNING,

THENCE continuing along said curve and said northerly line, through a central angle of 17°52'27", an arc length of 262.36 feet to the end of said curve and an iron rod for corner;

THENCE S65°36'16"W, a distance of 36.90 feet to an iron rod for corner and the beginning of a curve to the right and having a delta of 08°26'41", a radius of 949.00 feet and a chord bearing and distance of S69°46'29"W, 139.74 feet;

THENCE along said curve to the right an arc length of 139.87 feet to an iron rod for corner;

THENCE N23°48'00"W, leaving said northerly line of Arapaho Road, a distance of 132.64 feet to an iron rod for corner;

THENCE N66°12'00"E, a distance of 434.72 feet to an iron rod for corner;

THENCE \$23°51'32"E, a distance of 59.97 feet to an iron rod for corner;

THENCE S03°56'58"W, a distance of 42.96 feet to an iron rod for corner;

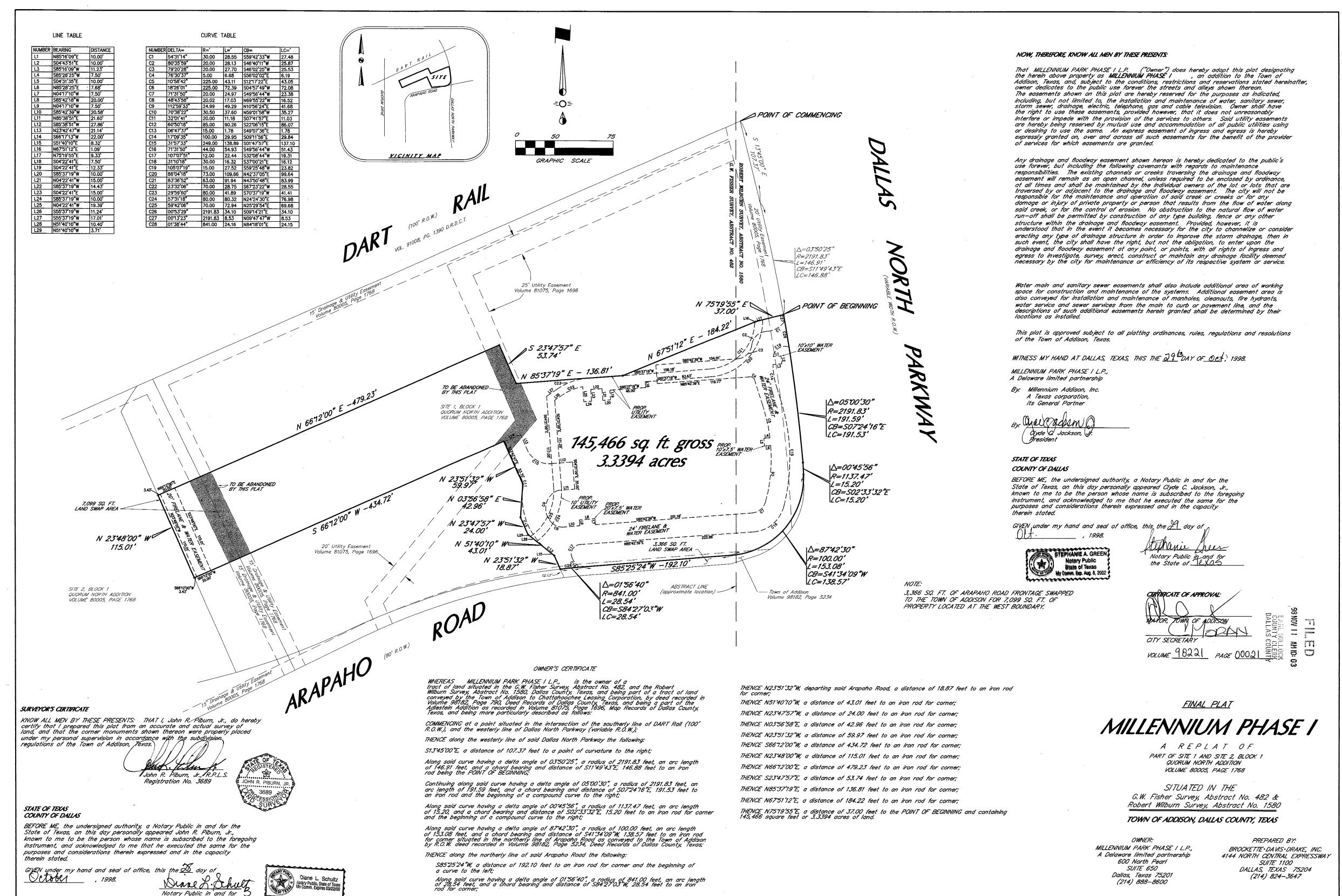
THENCE S23°47'57"E, a distance of 24.00 feet to an iron rod for corner;

THENCE S51°40'10"E, a distance of 43.01 feet to an iron rod for corner;

THENCE S23°51'32"E, a distance of 18.87 feet to the POINT OF BEGINNING and containing 62,860 square feet or 1.4431 acres.



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