

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

In re:	§	
	§	Chapter 11
BHFS I, LLC, <i>et al.</i> ,	§	
	§	Case No. 12-41581
Debtors.	§	
	§	(Jointly Administered)

**ORDER CONFIRMING DEBTORS' MODIFIED AMENDED  
JOINT CONSOLIDATED PLAN OF REORGANIZATION**

CAME ON FOR HEARING on the 13th day of December, 2012, the confirmation of the *Debtors' Amended Joint Consolidated Plan of Reorganization* [docket no. 242], filed by BHFS I, LLC, BHFS II, LLC, BHFS III, LLC, BHFS IV, LLC, BHFS Theater, LLC, and Behringer Harvard Frisco Square LP (collectively, the "Debtors"), the debtors and debtors-in-possession in the above styled and numbered jointly administered bankruptcy case (the "Bankruptcy Case"). After the filing of the same, the Debtors filed the following plan modifications (collectively, the "Modifications"):

- (i) *Debtors' Notice of Plan Modification (Number 1)* [docket no. 283];
- (ii) *Debtors' Notice of Plan Modification (Number 2: Tax Issues)* [docket no. 284];
- (iii) *Debtors' Notice of Plan Modification (Number 3)* [docket no. 292].

To the extent necessary, the Court approves each of the Modifications as having been timely and appropriately filed and the Court finds that none of the Modifications required any new solicitation of, or voting on, the Plan. On December 13, 2012, the Debtors filed their *Debtors' Modified Amended Joint Consolidated Plan of Reorganization* [docket no. 294] (the "Plan"), which incorporates the Modifications. This order addresses the Plan as so filed and modified.

The Plan creates nine (9) classes of creditors and equity interest holders. Classes 1, 5, and 6 are not impaired within the meaning of 11 U.S.C. § 1124, and are therefore not entitled to vote on the Plan and are conclusively deemed to have accepted the Plan. Classes 2, 3, 4, 8, and 9 are impaired under the Plan and affirmatively voted to accept the Plan.

Class 7, consisting of the “City Claims” as defined in the Plan, originally did not accept the Plan and objected to the confirmation of the Plan. As a result of extensive, good faith, and arm’s length negotiations and of the Modifications resulting therefrom, the City of Frisco (the “City”) has voted to accept the Plan and has orally withdrawn its objection to the Plan, which withdrawal the Court accepts. Accordingly, Class 7 has accepted the Plan, meaning that all classes under the Plan have accepted the Plan and the confirmation of the Plan does not proceed on cramdown as to any dissenting class.

Additionally, at the confirmation hearing, and based on representations of the Debtors, Wolverine Investments LLC and Frisco Square Development Ltd. moved to change their vote from rejecting the Plan to accepting the Plan, which request the Court allowed, and they moved to withdraw their objection to the Plan, which withdrawal the Court accepted.

Therefore, the Plan has been accepted by every voting creditor and equity interest holder. All objections to the confirmation of the Plan have been withdrawn, and there are no objections to the Plan.

With the foregoing background, and based on the evidence introduced at the confirmation hearing, based on the docket of the Bankruptcy Case, based on the Court’s familiarity with all issues addressed in this Order, based on prior hearings and evidence in the Bankruptcy Case and prior orders therein, and finding that the Debtors have timely, appropriately, and sufficiently

provided notice of the Plan and of the confirmation hearing to all parties entitled thereto, the Court hereby finds and concludes as follows:

1. On June 13, 2012 (the "Petition Date"), the Debtors filed their respective voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code, thereby creating their respective bankruptcy estates (the "Estates"). This Court has ordered the joint administration for procedural purposes only of the Debtors' separate cases under the style and number of the Bankruptcy Case.

2. The Debtors have remained in possession of their businesses and of the Estates as debtors in possession. No trustee or examiner has been appointed.

3. As of the Petition Date and as of the confirmation hearing, the Debtors collectively own approximately 47 acres of real property and improvements thereon located at "Frisco Square," in the City of Frisco, Texas. The Debtors own, operate, manage, and develop said property.

4. Bank of America, N.A. ("Bank of America") holds a valid, perfected, and unavoidable lien against the real property, improvements, and personal property of BHFS Theater, LLC (the "Theater Debtor"), securing a valid and unavoidable claim of at least \$4,631,578.39 as of the Petition Date (the "Theater Loan").

5. Separately, Bank of America is the syndicated agent (the "Syndicated Agent") under a syndicated loan facility, in which Bank of America and Regions Bank ("Regions", with Bank of America as lender, the "Syndicated Lenders") are lenders to the remaining Debtors. The Syndicated Agent holds valid, perfected, and unavoidable liens against the real property, improvements, and personal property of the remaining Debtors (other than the Theater Debtor), securing a valid and unavoidable claim of at least \$43,462,923.49 as of the Petition Date (the

“Syndicated Loan”). The City disputed the extent, validity and priority of such lien and filed an adversary proceeding pending before this Court, Adversary Proceeding No. 12-4120 (the “City Adversary”). The City, MMD, POA, Bank of America, Regions, and the Debtors are all parties in the City Adversary. In addition, the Syndicated Loan is secured by a valid, perfected, and unavoidable junior lien against the real property, improvements, and personal property of the Theater Debtor.

6. The City, directly and through the Frisco Square Municipal Management District (the “MMD”) and the Frisco Square Property Owners Association, Inc. (the “POA”), claims first priority liens on all of the Debtors’ real property and improvements, securing various alleged obligations of the Debtors to the City. The Debtors, Bank of America, and Regions dispute the existence, validity, perfection, extent, and priority of the alleged interests, liens, claims, encumbrances, and covenants running with the land, if any, asserted directly or indirectly by the City. In the City Adversary, Bank of America, Regions, and the Debtors dispute, among other things, the existence, validity, perfection, extent, and priority of the alleged interests, liens, claims, encumbrances, and covenants running with the land, if any, asserted directly or indirectly by the City.

7. Under the Plan, the City dispute is resolved with respect to all issues, except the Debtors’ claims and causes of action against the POA. Under the Plan, the Syndicated Agent, and, to the extent necessary, Bank of America and Regions, release all of their liens against the “Vacant Land”, as defined in the Plan. Under the Plan, the City releases all of its alleged liens, interests, encumbrances, and covenants running with the land, if any, whether held directly or indirectly, against the Debtors’ remaining real property and improvements, other than the BHFS I Land, defined herein below. Thus, upon the effectiveness of the Plan, the Syndicated Agent,

Bank of America, and Regions, will hold valid, perfected, unavoidable, and first priority liens, subject only to *ad valorem* property tax liens, against all real property, improvements, and personal property of the Debtors, other than the Vacant Land. In connection therewith, the Debtors may file a Plan Supplement prior to or after the entry of this Order containing new loan, lien, and guarantee documents evidencing the treatment of Class 3 and Class 4 under the Plan, and the Debtors and Plan Sponsor (as defined in the Plan), as applicable, shall execute and deliver new loan, lien, and guarantee documents to Bank of America and the Syndicated Agent substantially in the form so filed.

8. Upon the effectiveness of the Plan, the City shall hold valid, perfected, unavoidable, and first priority liens, subject only to *ad valorem* property tax liens, against all real property and improvements of BHFS I, LLC, defined in the Plan as the “BHFS I Land,” and additionally identified by Exhibit “A” to this Order. For the avoidance of doubt, nothing in the Plan or in this Order releases any present lien or future lien that the City may have solely for any *ad valorem* property taxes and all penalties, interest, and attorney’s fees that may accrue, solely in its capacity as an *ad valorem* taxing authority. Upon the effectiveness of the Plan, the City shall hold an allowed valid and unavoidable claim against all the Debtors and all the Debtors shall be liable to the City for the following allowed, valid and avoidable claim, consisting of the following, the treatment of which is fully set forth in Class 7 treatment of the City Claim in the Plan :

Plaza Obligations. The Plaza Obligations is hereby Allowed as a Claim in the amount of \$1,250,000.00 (the “Allowed Plaza Claim”).

Bond Obligations. The Bond Obligations are hereby Allowed as a fully secured claim in the amount of \$6,119,676.00 as of the Effective Date (the “Allowed Bond Claim”),

Parking Obligations. The Parking Obligations are hereby allowed as a fully secured, but unliquidated, claim (the “Allowed Parking Claim”).

9. The Allowed Plaza Claim must be paid in full as a condition to the Effective Date of the Plan, while the Allowed Bond Claim and the Allowed Parking Claim shall be paid as provided for in the Plan, secured by valid and perfected liens in favor of the City against the BHFS I Land (but not any other land of the Debtors or Reorganized Debtors).

10. On the Effective Date (as defined in the Plan): (i) Bank of America and Regions Bank shall be dismissed from the City Adversary with prejudice; (ii) all claims, causes of action, counterclaims, and issues in the City Adversary as between the City and the MMD, on the one hand, and the Debtors, on the other hand, shall be dismissed with prejudice, and the City and MMD shall be dismissed from the City Adversary with prejudice; and (iii) the only parties and issues that will remain in the City Adversary will be those existing between the Debtors and the POA (as defined in the Plan). For the avoidance of doubt, nothing in this Order and nothing related to the dismissal of any issue or party from the City Adversary in any way prejudices any issue in or under the Plan or affects, discharges, or relieves any obligation in or under the Plan. After the Effective Date, all counsel involved in the City Adversary shall cooperate to prepare and submit one or more appropriate orders to implement the provisions of this paragraph.

11. As part of the release by the Syndicated Agent of its otherwise valid, perfected, and unavoidable lien against the Vacant Land, and to ensure that the Syndicated Agent, Bank of America, and Regions Bank are protected with respect to their remaining collateral, which depends in part on access to parking located on the Vacant Land, the Plan requires the Debtors to execute, deliver, and record a parking easement as provided for in section 6.17 of the Plan, ensuring that users of collateral which will remain the collateral of the Syndicated Lenders as of the Effective Date will have access to parking located on land that will not be the collateral of the Syndicated Lenders as of the Effective Date. As a condition to the effectiveness of the Plan, the

Debtors shall execute, deliver, and record (or permit to be recorded) said parking easement. Said easement shall be deemed, and is hereby deemed, to be senior and prior in time to any liens, claims, rights, encumbrances, covenants running with the land, if any, that may exist on the land the subject of said easement, subject only to *ad valorem* property tax liens. Thus, as of the Effective Date, the parking easement provided for by section 6.17 of the Plan shall represent a first priority encumbrance against the land the subject thereof, subject only to *ad valorem* property tax liens, and any future lien or encumbrance (except *ad valorem* property tax liens), whether voluntary or involuntary, placed against said land shall be subordinate to and inferior to said parking easement.

12. Behringer Harvard Opportunity REIT I, Inc. (the “Plan Sponsor”) and Fairways Frisco, LP, have guaranteed some or all of the claims of Bank of America and the Syndicated Lenders. The Plan contains various provisions regarding said guarantees, the most important of which is that the Plan Sponsor will make a payment of \$16,500,000.00 towards the Syndicated Loan as a condition to the effectiveness of the Plan. Additionally, the Plan requires Bank of America and the Syndicated Agent, as applicable for the Theater Loan and the Syndicated Loan, to reallocate prepetition payments made to non-default interest and amortization, and to waive prepetition and postpetition default interest. Upon the same being calculated, the Plan requires the Plan Sponsor to pay to Bank of America and the Syndicated Agent, as applicable on account of the Theater Loan and the Syndicated Loan, all accrued and unpaid prepetition and postpetition interest at the non-default rate(s), through to the Effective Date.

13. In order to resolve outstanding issues with dissenting creditors and dissenting minority equity interest holders, the Debtors shall, as soon as practicable after the Effective Date, pay off the bank debt (approximately \$33,000), without reference to any potential cross-default

or cross-collateral provisions therein, related to Josephine's Restaurant at Frisco Square, provided that, in exchange for the same, any bank lien against the FFE of Josephine's Restaurant is released and said FFE is transferred for no additional consideration to the Debtors.

14. Due, sufficient, and appropriate service and notice of the Plan (including all modifications thereto), and of the accompanying, approved disclosure statement, have been provided by the Debtors to all creditors and parties-in-interest entitled to notice thereof, in compliance with all requirements imposed by the Bankruptcy Code and Bankruptcy Rules.

15. The Debtors have proposed the Plan in good faith and the Plan is not forbidden by any applicable bankruptcy or nonbankruptcy law. The Plan complies with all applicable provisions of the Bankruptcy Code, and the Debtors have complied with all applicable provisions of the Bankruptcy Code. The Debtors have sufficiently and adequately disclosed the identity of all officers and other persons, including insiders, that will be retained by the Debtors, and the nature of any compensation agreements regarding the same.

16. Any payment to any professional or other person under the Plan otherwise requiring approval by the Court under the Bankruptcy Code remains subject to such approval. There is no governmental regulatory commission with jurisdiction over any rate charged by the Debtors and any provision of the Bankruptcy Code governing the same is not applicable to the Plan.

17. Confirmation of the Plan is not likely to be followed by liquidation or by the need for any further financial reorganization, except as provided for in the Plan. The Debtors' performance of the Plan, while not legally assured, is feasible.



18. All fees due by the Debtors or Reorganized Debtors to the U.S. Trustee will be paid by the Debtors and Reorganized Debtors and are not discharged by the Plan or by anything in this Order.

19. All requirements for the confirmation of the Plan imposed by the Bankruptcy Code, including specifically Section 1129(a) and 1129(b) (if applicable) of the Bankruptcy Code, have been satisfied and met. All factual and legal requirements for the confirmation of the Plan have been satisfied and met.

20. The Court has jurisdiction over the Bankruptcy Case and the Plan pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

Accordingly, it is hereby:

ORDERED that the Plan is CONFIRMED; it is further

ORDERED that all objections to the Plan are WITHDRAWN and that there is no objection to the confirmation of the Plan; it is further

ORDERED that, to the extent of any ambiguity between the Plan on the one hand and either the new loan documents or this Order on the other hand, the Plan will control. To the extent of any ambiguity between the new loan documents on the one hand and this Order on the other had, the new loan documents will control; it is further

ORDERED that, except as otherwise provided in the Plan, the Debtors are hereby DISCHARGED pursuant to section 1141(d)(1)(A) of the Bankruptcy Code, including with respect to any claim arising at any time prior to the Effective Date of the Plan, and all persons, creditors, parties-in-interest, and governmental units are COMMANDED and ENJOINED to comply with said discharge and are PROHIBITED from seeking to enforce, collect, or recover from the Reorganized Debtors or their property any claim, lien, security interest, or right that is

discharged by the Bankruptcy Code and the Plan, other than as provided for in the Plan or this Order; it is further

ORDERED that, unless specifically provided otherwise in the Plan or this Order, all Property of the Debtors and their Estates vest in the Reorganized Debtors free and clear of all claims, liens, interests, and encumbrances, except for those claims, liens, interests, and encumbrances specifically retained under, preserved by, or provided for, in the Plan including, without limitation, all rights, claims, liens, and security interests of the City as to the BHFS I Land, and Bank of America, and the Syndicated Agent on behalf of the Syndicated Lenders as to all property other than the Vacant Land, as more fully described in and treated and modified by the Plan; it is further

ORDERED that, in accordance with Section 1141(a) of the Bankruptcy Code and the provisions of the Plan, each provision of the Plan shall be and is binding on the Debtors, the Reorganized Debtors, all creditors of the Debtors, all parties-in-interest in the Bankruptcy Case, and all persons with an interest in any property of the Debtors or the Estates, whether or not they voted to accept the Plan, whether or not they had a right to vote on the Plan, whether or not they are impaired under the Plan, and whether or not they receive or retain anything under the Plan; it is further

ORDERED that all executory contracts and unexpired leases of the Debtors are ASSUMED under section 365(a) of the Bankruptcy Code as of the Effective Date, except to the extent that any executory contract or unexpired leases of the Debtors is specifically rejected in the Plan or in any order entered by the Court, and any cure claim payable on account thereof shall be paid as otherwise provided for in the Plan or in any applicable order of the Court; it is further

ORDERED that each and every release and compromise provided for in the Plan, including as further clarified by this Order, is approved and shall be binding on all applicable persons; it is further

ORDERED that, as a condition to the effectiveness of the Plan, the Debtors shall execute and deliver to the Syndicated Agent the Parking and Access Agreement (the “Parking Agreement”) provided for in section 6.17 of the Plan which, once recorded, and upon the Effective Date of the Plan, shall be a first priority, valid, and unavoidable encumbrance against the land the subject of the Parking Agreement, subject to *ad valorem* property tax liens. All of the City Claims are subordinated to the Parking Agreement, and that the Debtors and the Syndicated Agent shall prepare, execute, and record one or more documents and instruments necessary and appropriate to evidence the same; *provided, however*, that no such recordation shall be a condition precedent to the effectiveness of the foregoing; it is further

ORDERED that the Debtors shall deliver all appropriate documents and instruments to Bank of America and the Syndicated Agent provided for in Class 3 and Class 4 of the Plan, and that, upon the effectiveness of the Plan: (i) Bank of America shall have a valid, perfected, unavoidable, first priority lien, subject only to *ad valorem* property tax liens, in and to the real property, improvements, and personal property of the Theater Debtor to secure all obligations under Class 3 of the Plan; (ii) the Syndicated Agent shall have a valid, perfected, unavoidable junior lien in and to the real property, improvements, and personal property of the Theater Debtor to secure all obligations under Class 4 of the Plan; and (iii) the Syndicated Agent, for the benefit of the Syndicated Lenders, shall have valid, perfected, unavoidable, first priority liens, subject only to *ad valorem* property tax liens, in and to all of the Debtors’ rights, title and interest in and to all of their real property, improvements, and personal property, including without

limitation their interests in the Parking Agreement, with the exception of (x) the fee simple estate of the Vacant Land and (y) the property of the Theater Debtor (which is otherwise addressed in clauses (i) and (ii) in this paragraph); it is further

ORDERED that, on the Effective Date of the Plan, all liens of the Syndicated Agent and of Bank of America and Regions, to the extent applicable, existing against the Vacant Land shall be released and that the Syndicated Agent shall prepare, execute, and record one or more documents and instruments appropriate and necessary to evidence the same; *provided, however*, that no such recordation shall be a condition precedent to the effectiveness of the foregoing releases; it is further

ORDERED that, on the Effective Date of the Plan, all liens of the City, whether held directly or indirectly through the MMD or the POA, against any of the Debtors' real property and improvements, other than BHFS I Land, but not including liens that secure *ad valorem* property taxes and all penalties, interest and attorneys' fees that may accrue, shall be released, and that the Debtors and the City shall prepare, execute, and record one or more documents and instruments appropriate and necessary to evidence the same; *provided, however*, that no such recordation shall be a condition precedent to the effectiveness of the foregoing releases; it is further

ORDERED that the Debtors shall execute and deliver to the City, as provided in the Class 7 treatment of the City Claim, all necessary documents including a Deed of Trust where once recorded, and upon the Effective Date of the Plan, shall evidence its claim and shall constitute a first priority, valid, and unavoidable encumbrance against the BHFS I Land to secure the payment and performance of the Bond Obligations and the Parking Obligations and that the Debtors and the City shall prepare, execute, and record one or more documents and instruments

necessary and appropriate to evidence the same; *provided, however*, that no such recordation shall be a condition precedent to the effectiveness of the foregoing; it is further

ORDERED that the Debtors shall, as a condition to the effectiveness of the Plan, pay the entirety of the Plaza Obligation to the City within five (5) business days after the entry of this Confirmation Order as a condition precedent to the occurrence of the Effective Date of the Plan; it is further

ORDERED that the Debtors shall deliver all appropriate documents and instruments to the City provided for in Class 7 of the Plan, and that, upon the effectiveness of the Plan, the City shall have a valid, perfected, unavoidable, first priority lien, subject only to *ad valorem* property tax liens, in and to the BHFS I Land; it is further

ORDERED that the Debtors and the City agree that to the extent the rights and obligations of the parties pursuant to the Frisco Square Development Agreement dated July 28, 2000, as periodically amended or supplemented (the "Development Agreement"), are not specifically addressed in the Plan, the Plan, as modified and amended, shall not supersede, modify or otherwise effect the obligations of the Debtors appearing therein. The Debtors affirmatively agree, as successors to Frisco Square, Ltd. and its General Partner, Five Star Development Co., Inc., and/or Frisco Square Land, Ltd. that the development standards appearing in the Development Agreement remain in full force and effect. In no event, however, will any maintenance requirement as preserved by Section 4.7.7 of the Plan be secured by any lien of the City on any property of the Debtors or the Reorganized Debtors other than the BHFS I Land; it is further

ORDERED that the Debtors or Reorganized Debtors shall file and serve a notice of the Effective Date of the Plan as required by the Plan as a condition precedent to the Plan's

effectiveness, and only upon the occurrence of any condition precedent thereto as specified by the Plan; it is further

ORDERED that all deadlines provided for in the Plan are approved and shall constitute deadlines imposed by this Court, including, without limitation, the Administrative Claims Bar Date specified by the Plan and the Claims Objection Deadline as specified by the Plan; it is further

ORDERED that the automatic stay under Section 362(a) of the Bankruptcy Code shall remain in full force and effect with respect to the Debtors, the Estates, and their property, until the occurrence of the Effective Date, unless the Court has, by separate order, granted any relief from the automatic stay; it is further

ORDERED that, without limiting in any way the generality of any other provision of this Order or of the Plan, all causes of action and claims of the Debtors and the Estates, except those specifically and affirmatively released in the Plan or in this Order, are preserved and are transferred to, and vested in, the Reorganized Debtors as of the Effective Date; it is further

ORDERED that the Court's specific approval or incorporation of a specific provision of the Plan shall not be construed as a disapproval or lack of effectiveness of any provision of the Plan not specifically referenced in this Order; it is further

ORDERED that the City, the MMD, Bank of America, Regions, and all property securing the Allowed Theater Claim and the Allowed Syndicated Claim under the terms of the Plan from and after the Effective Date, are and shall be dismissed with prejudice from the City Adversary, and any claims of the Debtors against the foregoing, and any claims of the foregoing against the Debtors, are included in said dismissal with prejudice, such that, after the Effective

Date, the only parties and claims remaining in the City Adversary shall be the Debtors and the POA; it is further

ORDERED that, notwithstanding any rule or statute to the contrary, the effectiveness of the Plan will not be stayed for any period of time, including any otherwise applicable 14 day stay period, and all such stays, rules, and statutes are waived, and the Plan may become immediately effective after the entry of this Order; it is further

ORDERED that the Court shall retain jurisdiction to the maximum extent possible to interpret, apply, and enforce the Plan and this Order, including, without limitation, to issue such additional or further orders clarifying, correcting, or implementing this Order, which any party may request that the Court issue as is otherwise appropriate.

SO ORDERED.

Signed on 12/20/2012

*Brenda T. Rhoades* SD

HONORABLE BRENDA T. RHOADES,  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**LEGAL DESCRIPTION**  
**LOT 2, BLOCK A**  
**3.8186 ACRES**

**BEING** a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, Collin County, Texas, and being all of Lot 2, Block A, Frisco Square, an addition to the City of Frisco, Texas pursuant to a Final Plat of Frisco Square, Block A, Lots 1 and 2 recorded in Cabinet 2009, Page 280, Map Records, Collin County, Texas.

**LEGAL DESCRIPTION**  
**LOT 1R, BLOCK A**  
**5.2408 ACRES**

**BEING** a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, Collin County, Texas, and being all of Lot 1R, Block A, Frisco Square, an addition to the City of Frisco, Texas pursuant to a Replat of Frisco Square, Lots 1R & 3, Block A recorded in Cabinet 2010, Page 362, Map Records, Collin County, Texas.

**LEGAL DESCRIPTION**  
**LOT 3, BLOCK E**  
**10.1671 ACRES**

**BEING** a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, Collin County, Texas, and being all of Lot 3, Block E, Frisco Square, an addition to the City of Frisco, Texas pursuant to a Revised Conveyance Plat of Frisco Square, Lots 1R & 3, Block E recorded in Cabinet 2011, Page 13, Map Records, Collin County, Texas.

**LEGAL DESCRIPTION**  
**LOT 1, BLOCK C**  
**4.4415 ACRES**

**BEING** a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, Collin County, Texas, and being all of Lot 1, Block C, Frisco Square, an addition to the City of Frisco, Texas pursuant to a Conveyance Plat of Frisco Square, Lot 1, Block C, and Lot 1, Block D recorded in Cabinet 2009, Page 257, Map Records, Collin County, Texas.

**LEGAL DESCRIPTION**  
**LOT 1, BLOCK D**  
**3.8321 ACRES**

**BEING** a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, Collin County, Texas, and being all of Lot 1, Block D, Frisco Square, an addition to the City of Frisco, Texas pursuant to a Conveyance Plat of Frisco Square, Lot 1, Block C, and Lot 1, Block D recorded in Cabinet 2009, Page 257, Map Records, Collin County, Texas.