

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or her designee, is authorized to sign the Contract of Sale attached to this Resolution and all other documents approved by the City Attorney, or his designee, necessary and proper to consummate the purchase of the following described property and the improvements located thereon by the City of El Paso:

A 22.833-acre portion of Lot 1A, Block 6, Northgate Replat "C",
El Paso, El Paso County, Texas municipally known and numbered
as North Park Mall, 9348 Dyer, El Paso, Texas.

APPROVED this ____ day of _____ 2010.

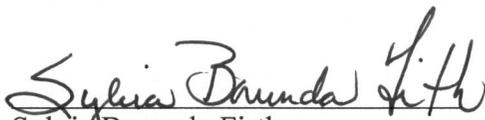
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Sylvia Borunda Firth
Senior Assistant City Attorney

CONTRACT OF SALE

between

T- NORTHGATE VILLAGE, LTD.
a Texas limited partnership

SELLER

AND

CITY OF EL PASO, TEXAS

BUYER

CONTRACT OF SALE

This Contract of Sale (the *Contract*) is made and entered into as of the Effective Date by and between T-NORTHGATE VILLAGE, LTD., a Texas limited partnership (*Seller*), and CITY OF EL PASO, TEXAS (*Buyer*).

ARTICLE I DEFINED TERMS

1.1 **Definitions.** As used herein, the following terms have the meanings set forth below:

“Assignment” has the meaning assigned to such term in Section 7.2(a)(iv) hereof.

“Business Day” means any day, other than a Saturday or Sunday, on which national banks in El Paso, Texas, are open for business.

“Buyer’s Objection Letter” has the meaning assigned to such term in Section 4.3 hereof.

“Closing” means consummation of the sale and purchase of the Property contemplated by this Contract by the deliveries required under Section 7.2.

“Closing Date” means the date on which the Closing will be held as specified in Section 7.1.

“Cure Period” has the meaning assigned to such term in Section 4.4 hereof.

“Deed” has the meaning assigned to such term in Section 7.2(a)(ii) hereof.

“Earnest Money Deposit” means the money, plus any accrued interest thereon, deposited by Buyer in escrow with the Title Company at the time and in the amount specified in Section 3.2 hereof.

“Effective Date” means the latter of the dates of execution of this Contract by the last of either Seller or Buyer, such date being inserted below the signatures of Buyer and Seller.

“Existing Survey” has the meaning assigned to such term in Section 4.2 hereof.

“Improvements” means the buildings and other improvements located on the Land and all fixtures and other property owned by Seller that is affixed to the Land.

“Inspection Period” means the period commencing on the Effective Date and ending 60 days thereafter.

“Inspections” has the meaning assigned to such term in Section 4.6(a) hereof.

“KFC Lease” means the KFC Ground Lease between Seller, as Landlord, and KFC U.S. Properties, Inc., a Delaware corporation, as Tenant, leasing the KFC Site, being the same lease described in the Memorandum of Lease, dated July 28, 2003, recorded at Book 4645 at Page 1491 of the Real Property Records of El Paso, County, Texas.

“KFC Site” means a 0.8494 acre tract (37,000 square feet) out of Lot 1 and a portion of Lot 1A,

Block 6, Northgate Replat "C", as described on **Exhibit A-2** appended hereto, being the same tract described on Exhibit A to the Memorandum of Lease, dated July 28, 2003, recorded at Book 4645 at Page 1491 of the Real Property Records of El Paso, County, Texas, with respect to the KFC Lease.

"Land" means that certain tract of land located in El Paso County, Texas, described as on **Exhibit A** appended hereto, together with all rights appurtenant thereto, excluding the Walgreen Site and the KFC Site.

"Leases" mean all leases for space in the Improvements, including all amendments and modifications thereto, and any and all other agreements, if any, for the use or occupancy of the Improvements, which remain in effect as of the Closing Date.

"Liabilities" means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unfixed, unliquidated, unsecured, unmatured, unaccrued, unasserted, contingent, conditional, inchoate, implied, vicarious, joint, several or secondary liability, and strict liability including strict liability arising under environmental laws).

"New Survey" has the meaning assigned to such term in Section 4.2 hereof.

"Notice to Continue" has the meaning assigned to such term in Section 4.6(b) hereof.

"Notice to Tenants" has the meaning assigned to such term in Section 7.2(a)(iii) hereof.

"Ownership Documents" has the meaning assigned to such term in Section 5.2(a) hereof.

"Permitted Exceptions" means (i) those exceptions or conditions that affect or may affect title to the Property that are approved or deemed to be approved by Buyer, or which have been waived by Buyer in accordance with Section 4.3 or Section 4.4 hereof; (ii) utility easements serving the Property or created by the subdivision plat(s) applicable to the Property; (iii) restrictive covenants as disclosed on the Title Commitment; (iv) the Easements, Covenants and Restrictions Agreement recorded in Book 1839 at Page 1570, Real Property Records of El Paso County, Texas; and (v) the standard printed exceptions to the Title Commitment.

"Personal Property" means all (i) furnishings, furniture, appliances, equipment, machinery and other personal property owned by Seller and located on or used in connection with the ownership, maintenance or operation of the Land or the Improvements; (ii) the name "Northpark" and "Northpark Mall" and all assumed names, fictitious names, logos and identifying marks used in connection with any part of the Land or the Improvements; (iii) all plans and specifications, if any, in the possession of Seller which were prepared in connection with the construction or renovation of any of the Improvements; and (iv) all licenses, permits and warranties, if any, for the benefit of Seller, now in effect with respect to any portion of the Land or the Improvements. The term "Personal Property" shall not include any books, records, data (electronic or otherwise), files or financial information of any kind pertaining to ownership, use or operation of the Property.

"Property" means, collectively, the Land, Improvements and the Personal Property.

"Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property.

“Rent Roll” means a schedule for the Project identifying the tenants at the Project and providing certain information with respect to the Leases in accordance with Section 5.2 (a)(iii) hereof.

“Seller’s Title Cure Period” has the meaning assigned to such term in Section 4.4 hereof.

“Title Company” means Lawyers Title of El Paso, 301 E. Yandell, El Paso, Texas, Attn: Ron Rush, President.

“Title Commitment” has the meaning assigned to such term in Section 4.1 hereof.

“Title Review Period” has the meaning assigned to such term in Section 4.3 hereof.

“Title Policy” has the meaning assigned to such term in Section 4.5 hereof.

“Total Area” has the meaning assigned to such term in Section 3.1 hereof.

“Walgreen Site” means a 1.618 acre tract (70,171 square feet) out of Lot 1A, Block 6, Northgate Replat “C”, as described on **Exhibit A-1** appended hereto. The Walgreen Site is not subject to this Contract nor is it a part of the Land.

1.2 **Other Defined Terms.** Certain other defined terms have the respective meanings assigned to them elsewhere in this Contract.

ARTICLE II AGREEMENT OF PURCHASE AND SALE

On the terms and conditions stated in this Contract, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, the Property.

ARTICLE III PURCHASE PRICE

3.1 **Purchase Price.** The total purchase price to be paid by Buyer for the Property is estimated to be Five Million Nine Hundred Sixty-Seven Thousand Six Hundred Fifty-Four and 00/100 Dollars (\$5,967,654.00) (the **“Purchase Price”**) based on an expected 994,609.00 square feet of Land. If the Land contains more or less than 994,609.00 square feet determined by the New Survey to be provided pursuant to Section 4.2 below, the Purchase Price shall be decreased or increased at the rate of Six and 00/100 Dollars (\$6.00) per square foot of the Total Area within the Land as determined by the New Survey. As used herein, the term **“Total Area”** means the square footage of all land area within the perimeter boundaries of the Land. The Purchase Price, net of all prorated amounts allocated to Seller as set forth in this Contract, shall be payable to Seller through the Title Company at the Closing by wire transfer of immediately available federal funds.

3.2 **Earnest Money Deposit.** Within 3 Business Days following the Effective Date, Buyer shall deposit with the Title Company the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) by wire transfer of immediately available federal funds, as Earnest Money (the **“Earnest Money Deposit”**). The Earnest Money Deposit shall be divided into three tranches comprised of Ten Thousand Dollars (\$10,000.00) each, which shall become nonrefundable to Buyer as follows:

- (a) the first Ten Thousand Dollar (\$10,000.00) tranche shall become nonrefundable to Buyer on its deposit with Title Company;
- (b) the second Ten Thousand Dollar (\$10,000.00) tranche shall become nonrefundable to Buyer if Buyer has not terminated this Contract (i) during the Inspection Period or (ii) within 10 days after the expiration of the Cure Period as provided in in Section 4.4(b); and
- (c) in the event that after item (b) occurs, Buyer does not close on the Property by the Closing Date for any reason other than a default by Seller, then the remaining Ten Thousand Dollar (\$10,000.00) tranche shall become nonrefundable to Buyer.

Any tranche of the Earnest Money Deposit that becomes nonrefundable to Buyer shall be disbursed to Seller on the first Business Day following the date it becomes nonrefundable. Any refundable tranche of the Earnest Money Deposit shall be held by the Title Company in escrow to be applied or disposed of as provided in this Contract, and shall be invested in an interest-bearing account at a financial institution in El Paso, Texas, reasonably acceptable to Seller and Buyer, and all interest earned thereon shall become a part thereof. If the purchase and sale hereunder are consummated in accordance with the terms of this Contract, the entire \$30,000.00 Earnest Money Deposit shall be applied to the Purchase Price at Closing.

ARTICLE IV TITLE AND SURVEY AND INSPECTION

4.1 **Title Commitment.** Within 3 days following the Effective Date, Seller agrees to order, at Buyer's sole cost and expense, a current commitment for Title Insurance for the Property (the "**Title Commitment**"), a copy of which shall be furnished to Seller and Buyer. The Title Commitment shall contain the express commitment of the Title Company to issue a Texas Form T-1 Owner Policy of Title Insurance for the Property, which shall otherwise be in form and content consistent with Section 4.5 hereof. The Title Commitment shall be accompanied by copies of all instruments that create or evidence title exceptions affecting the Property.

4.2 **Survey.** Buyer acknowledges that Seller has previously provided Buyer with a copy of the most recent survey of the Land, in Seller's possession and control (the "**Existing Survey**"). Buyer shall obtain an update of the Existing Survey or obtain a new survey at Buyer's cost (any such updated survey or new survey being herein called the "**New Survey**"). The parties agree that the New Survey must satisfy the following requirements unless waived in writing by Seller and Buyer: The New Survey shall (i) be an accurate Category 1A Land Title Survey of the Property by a surveyor registered under the laws of the State of Texas, which New Survey shall be prepared in accordance with the *Manual of Practice for Land Surveying in Texas* and shall show the number of acres contained in the Property to the nearest one thousandth (1/1000th) of an acre; (ii) contain a legally sufficient description of the metes and bounds of the Property; (iii) be dated no more than 60 days prior to the Closing Date and (iv) certified to Seller, Buyer and the Title Company. The parties agree to use the metes and bounds description of the Land contained in the New Survey, if different from that appended hereto as **Exhibit A**, for purposes of describing the Property in the warranty deed conveying to Buyer title to the Property.

4.3 **Review of Title Commitment and Survey.** Buyer shall have a period of 30 days following its receipt of the Title Commitment, the New Survey and UCC Search (the "**Title Review Period**") in which to review the Title Commitment, the New Survey, and UCC Search and give written notice to Seller specifying Buyer's objections, if any, to the Title Commitment, the New Survey or UCC

Search (the “**Buyer’s Objection Letter**”). If Buyer fails to give the Buyer’s Objection Letter to Seller prior to the expiration of the Title Review Period, then all exceptions to title shown on Schedules B and C of the Title Commitment are deemed to be Permitted Exceptions. Notwithstanding the foregoing, Seller agrees, at or prior to Closing, to discharge any and all mortgages, delinquent taxes, mechanics liens, judgments and other monetary encumbrances susceptible of discharge by the payment of money where the amount required to be paid by Seller to discharge same is liquidated, fixed or ascertainable from the public records.

4.4 **Seller’ Obligation to Cure; Buyer's Right to Terminate.** If Buyer delivers to Seller the Buyer’s Objection Letter before the end of the Title Review Period, then Seller may, but is not obligated to, within 10 days of the date of receipt of such letter (the “**Cure Period**”), give written notice (“**Seller’s Title Cure Notice**”) to Buyer of Seller’s intention to satisfy none, some or all of Buyer’s objections. Except as set forth in Section 4.3 above, it is expressly understood that in no event shall Seller be obligated or required to bring any action or institute any proceeding, or to otherwise incur any costs or expenses in order to attempt to eliminate any matter contained in Buyer’s Objection Letter. If Seller fails to timely give Buyer the Seller’s Title Cure Notice or if Seller fails or refuses to satisfy any or all of Buyer’s objections, then Buyer, as its sole and exclusive right and remedy, shall notify Seller in writing within 10 days after the expiration of the Cure Period, that either:

- (a) Buyer waives its right to further object to any objections it has asserted which Seller has failed or refused to satisfy in which event those objections asserted by Buyer shall be deemed Permitted Exceptions and waived by Buyer and the parties shall proceed to close this transaction; or
- (b) Terminate this Contract, in which event the Title Company shall return to Buyer any refundable portion of the Earnest Money Deposit as provided herein, and Seller and Buyer shall have no further obligations, one to the other, with respect to the subject matter of this Contract except as otherwise provided herein.

If Buyer fails to exercise such option in accordance with the preceding sentence, then Buyer is deemed to have elected option (a) of the preceding sentence.

4.5 **Title Policy.** At the Closing, or as soon thereafter as the Title Company can issue the same, Seller shall cause, at Buyer’s sole cost and expense, a standard T-1 form Owner Policy of Title Insurance (the “**Title Policy**”) to be furnished to Buyer by the Title Company. The Title Policy shall be issued by the Title Company and shall insure that Buyer has good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. The Title Policy shall contain no exceptions other than Permitted Exceptions and shall provide that:

- (a) The survey exception may be amended, at Buyer’s expense, to except only “shortages in area”;
- (b) The exception for rights of parties in possession shall be limited to specific tenants for a specific lease term;
- (c) The tax exception shall be limited to taxes for the year of Closing and subsequent years not yet due and payable; and
- (d) Unless waived by Buyer, all exceptions, conditions, or requirements described in

Schedule C of the Title Commitment shall be released and satisfied prior to or at Closing and such items and requirements shall not be exceptions to the Owner Title Policy to be provided by Seller.

4.6 **Inspection.**

(a) Buyer, at Buyer's expense, shall have the right during the Inspection Period to make such physical examinations, studies, appraisals, inspections, engineering, environmental and insurance underwriting tests and investigations (the "**Inspections**") of the Property as Buyer may deem advisable. Seller shall reasonably cooperate with Buyer in making the Property reasonably available for Buyer's Inspections provided Seller incurs no out of pocket cost in doing so. Seller agrees that during the Inspection Period Seller will use commercially reasonable efforts to obtain an estoppel certificate, in substantially the form appended hereto as **Exhibit F**, from the tenant under each Lease and provide the same to Buyer, provided, however, Seller's failure to obtain to obtain any such estoppels certificate shall not be a condition precedent to Buyer's obligation under this Agreement nor a default by Seller. Buyer may also reinspect the Property prior to Closing to verify that the Project has remained in similar physical shape, ordinary wear and tear excepted, as the Property was during the Inspection Period. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Buyer relating to such inspection and its other due diligence shall be at the sole cost and expense of Buyer. If any inspection or test disturbs the Land or Improvements and the Closing does not occur, Buyer will restore the Land and/or Improvements to the same condition as existed before the inspection or test. Buyer agrees to be responsible and liable for any claims or damages, including mechanic's and materialmen's liens and reasonable attorneys' fees incurred by Seller, caused or arising out of or in connection with Buyer's Inspections of the Land and/or Improvements. Buyer shall require its representatives, agents, consultants and contractors ("**Buyer Representatives**") entering upon the Property for any purpose to obtain and maintain during in the Inspection Period general liability insurance in an amount not less than \$1,000,000 and property damage insurance in an amount not less than \$1,000,000, with an insurance carrier which is licensed in the State of Texas and is reasonably acceptable to Seller. Insurance certificates naming Seller as an additional named insured must be in the possession of Seller prior to any entry by any Buyer Representative on the Property and all required coverages must be in full force and effect throughout the Inspection Period, and if Buyer elects to acquire the Property, through and including the Closing Date. The provisions of this Section shall survive the Closing or the earlier termination of this Contract. If Buyer elects to terminate this Contract in accordance with the terms hereof, Buyer shall provide Seller with copies of all documents, tests and reports generated from Buyer's Inspection within 3 Business Days following the date of Buyer's termination.

(b) If Buyer has not terminated this Contract (i) during the Inspection Period or (ii) within 10 days after the expiration of the Cure Period as provided in Section 4.4(b), then Buyer waives its right to terminate this Contract. If Buyer terminates this Contract during the Inspection Period or within 10 days after the expiration of the Cure Period, then, in either event, any refundable tranche of the Earnest Money Deposit shall be returned to Buyer, and thereafter Seller and Buyer shall have no further obligations to each other with respect to the subject matter of this Contract except as otherwise expressly provided herein. Failure to deliver the notice to the Seller herein within such 3 day period following the Inspection Period is deemed an election by Buyer to terminate this Contract.

**ARTICLE V
REPRESENTATIONS, WARRANTIES, COVENANTS,
AND AGREEMENTS OF SELLER**

5.1 **Representations and Warranties of Seller.** For the purpose of this Contract and each of the documents executed in connection herewith, “to the best of Seller's knowledge” shall specifically mean the current and actual knowledge of Blanca Pedroza. Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

- (a) Seller has the full right, power, and authority to sell and convey to Buyer the Property as provided in this Contract and to carry out Seller’s obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out Seller’s obligations hereunder has been, or on the Closing Date will have been, taken, and this Contract constitutes a valid and binding obligation of the Seller, enforceable in accordance with its terms;
- (b) On the Effective Date, and as of the date of Closing, to the best of Seller’s knowledge, there are no adverse or other parties in possession of the Project, or of any part thereof as lessees or tenants at sufferance, except for those listed on the rent roll (the “**Rent Roll**”) appended hereto as **Exhibit E**;
- (c) To the best of Seller’s knowledge, Seller has not received written notice of any pending condemnation action with respect to all or any portion of the Property and there are no existing condemnation or other legal proceedings affecting the existing use of the Property by any governmental authority having jurisdiction over or affecting all or any part of the Property;
- (d) There is no pending litigation concerning the Property;
- (e) At Closing, Seller shall have good and indefeasible title to the Property free and clear of any claim, lien, or encumbrance, specifically including any claims for mechanics liens, subject only to the Permitted Exceptions;
- (f) Seller shall not assert any property interest in any Personal Property remaining on the Property as of the date of Closing.
- (g) Except as reflected on the current Rent Roll to be delivered to Buyer pursuant to the provisions of Section 5.2 hereof, no tenant of the Property will have the right to occupy its leased premises after the Closing Date; and
- (h) Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act or the Tax Reform Act of 1986, and Buyer is not obligated to withhold any portion of the Purchase Price for the benefit of the Internal Revenue Service.

5.2 **Agreements of Seller.** Seller covenants and agrees with Buyer as follows:

(a) **Ownership Documents.** Within 5 Business Days following the Effective Date, Seller shall deliver to Buyer the following items (the “**Ownership Documents**”) with respect to the Property, to the extent in the possession or under the reasonable control of Seller:

- (i) A copy of the Existing Survey; any “as-built” plans and specifications for the Improvements and a copy of the results of all physical inspections, all structural, mechanical, engineering or soil reports, if any, prepared with respect to the Property;
- (ii) Current certificates of occupancy in the name of the Seller and building permits for the Project;
- (iii) A copy of all Leases and the record of rental payments and any security deposits;
- (iv) A copy of current real estate and personal property tax bills or other documentation showing the amount of current real property taxes and the assessed value of the Land and Improvements;
- (v) Copy of any unrecorded executed release or amendment of any of the restrictive covenants impacting the Property, including those of Walgreens and KFC.
- (vi) A copy of all environmental reports, inspections or assessments, if any, of the Land and Improvements.

If the parties fail to consummate the transaction described herein for any reason other than the Seller’s default, Buyer agrees to return to Seller all materials delivered by or on behalf of Seller pursuant to or in connection with this Contract within 3 Business Days of such event.

(b) **Operations Until Closing.** From the Effective Date until the Closing Date, Seller undertakes and agrees, with respect to the Project, that it will:

- (i) Operate and maintain the Project in accordance with its usual and customary practice. Provided, however, Buyer acknowledges that Seller reserves the right, exercisable in its sole discretion, to terminate any and all leases of any portion of the Property at or before the Closing Date;
- (ii) Not encumber, sell, exchange, transfer, assign, convey or otherwise dispose of all or any part of the Project or any interest therein; and
- (iii) Not execute any new lease or agree to the terms of any lease renewal.

(c) **KFC Lease.** Appended hereto as **Exhibit G** is a copy of Section 3 of the KFC Lease pertaining to the use of the Premises described in the KFC Lease. So long as Buyer owns the Property and Seller owns the KFC Site, Seller agrees that it will not amend Section 3 of the KFC Lease without Buyer’s consent, which consent shall not be unreasonably withheld, delayed or conditioned.

Seller agrees that upon the expiration, or earlier termination of the KFC Lease for any reason, any improvements constructed on the former KFC Site shall be maintained in good condition and shall be generally compatible with commercial uses found in the surrounding area.

Subject to the terms of the KFC Lease, Seller agrees not to knowingly allow the use of the KFC Site for those uses listed on **Exhibit H**.

Appended hereto as **Exhibit G** is a copy of Section 19.1 of the KFC Lease granting to the Tenant under the KFC Lease a right of first offer in the event that Seller elects to offer to transfer the KFC Site by sale or exchange. Buyer acknowledges that Section 19.1 of the KFC Lease grants to the Tenant under the KFC Lease a first and prior right to acquire the KFC Site. If Seller elects to offer to transfer the KFC Site by sale or exchange ("**Offer**"), and if after compliance with all of the terms of Section 19.1 the Tenant under the KFC Lease elects not to acquire the KFC Site, Seller agrees to give Buyer a right of second refusal to purchase the Site, a memorandum of which shall be recorded in the Real Property Records of El Paso County, Texas, upon the following terms:

(i) Seller shall notify Buyer of the proposed Offer. Tenant shall have ten (10) days within which to accept or reject the Offer on all terms stated in the notice to Buyer.

(ii) If Buyer fails to accept the Offer within such ten (10) day period, Seller shall be free to make the Offer available to others and conclude a sale or exchange on the terms stated in the Offer.

(iii) If Seller desires to change a material term of an Offer, Buyer acknowledges that Seller shall first comply with the terms of Section 19.1 of the KFC Lease and notify the Tenant under the KFC Lease who shall have a first and prior right to acquire the KFC Site on such changed terms in accordance with the terms of Section 19.1. If after compliance with all of the terms of Section 19.1 the Tenant under the KFC Lease elects not to acquire the KFC Site based on the changed terms, Seller agrees to give Buyer a right of second refusal to purchase the Site based on the changed terms and the procedure described in the preceding subsections (i) and (ii) shall again be applicable as to such changed terms.

(iv) This right of second offer to Buyer shall run in favor of Buyer only and shall not extend to any successor-in-title to the Property and shall not be assigned or transferred by Buyer without the prior written consent of Seller given or withheld in its sole discretion.

5.3 Survival Beyond Closing. The representations, warranties, undertakings and agreements of Seller contained herein survive the Closing and are not merged therein.

5.4 Disclaimer of Certain Representations and Warranties.

(a) Buyer acknowledges that Seller is affording Buyer the opportunity for full and complete investigations, examinations and inspections of the Property. Except as specifically set forth herein and except as to the warranty of title, Buyer acknowledges and agrees that Buyer is relying solely on its own investigations, examinations and inspections of the Property, and those of Buyer's representatives, that Buyer is purchasing the Property based solely on its inspection and investigation of the Property, and that Buyer will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the Effective Date, subject to

reasonable wear and tear and loss by fire or other casualty or condemnation from the Effective Date until the Closing Date. Without limiting the foregoing, Buyer acknowledges that, except as expressly set forth in this Contract, Seller, and its agents, have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to: (i) the value, nature, quality or condition of the Property, including, without limitation, the existence or nonexistence of asbestos, toxic waste or any hazardous material, water, soil or geology; (ii) development rights, bonds, taxes, covenants, conditions and restrictions affecting the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including zoning laws, building laws or codes, fire codes or the Americans with Disabilities Act; and (iv) any other matter with respect to the Property. **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, HABITABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY AND SELLER DOES NOT MAKE, HAS NOT MADE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER.**

(b) Buyer's failure, for any reason whatsoever, to elect to terminate this Contract shall be deemed an acknowledgment by Buyer that Buyer has inspected the Property and accepts its condition, and has reviewed, to the extent necessary, in its discretion, all obtained information concerning the Project, and to the extent not specifically set forth herein, Seller shall not be liable or bound in any manner by any oral or written information pertaining to the Project.

(c) The provisions of this Section 5.4 shall survive any termination of this Contract as well as the Closing.

ARTICLE VI REPRESENTATIONS, WARRANTIES OF BUYER

6.1 **Buyer's Representations.** Buyer hereby represents and warrants to Seller as of the date of this Contract and as of the Closing Date as follows:

(a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Contract and to carry out Buyer's obligations under this Contract, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been, or on the Closing Date will have been, taken in accordance with all applicable law.

(b) This Contract constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms; and

(c) No consent, approval, or authorization of any third party is required in connection with the valid execution of this Contract or to permit the consummation of the transaction contemplated hereby, and the execution, delivery and performance of this Contract by Buyer will not result in a breach of, or constitute a default under any instrument or agreement to which Buyer is bound or otherwise prevent, restrict or limit in any way the performance of the obligations of Buyer under the agreements, if any, to be assumed by Buyer on and after Closing.

6.2 **Survival Beyond Closing.** The representations, warranties, undertakings and agreements of Buyer contained herein survive the Closing and are not merged therein.

ARTICLE VII CLOSING

7.1 **Date and Place of Closing.** Provided that Buyer has not terminated this Contract as herein provided and all of the other conditions of this Contract shall have been satisfied prior to or on the Closing Date, the Closing of this transaction shall take place at 10:00 a.m. local time at the offices of the Title Company 20 days after the expiration of the Cure Period (the "**Closing Date**"), or such earlier date as may be specified by Buyer by not less than 5 days advance written notice to Seller. If the Closing Date falls on a Saturday, Sunday or legal holiday, the Closing shall take place on the next Business Day thereafter.

7.2 **Items to be Delivered at Closing**

(a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer or the Title Company, the following items fully executed by Seller or Buyer, as the case may be, and acknowledged where so indicated by all necessary parties in respect to the Property:

(i) The Title Policy, in the form specified in Section 4.5 hereof (unless waived by Buyer in accordance with the provisions of Section 4.5);

(ii) A Special Warranty Deed (the "**Deed**"), duly executed and acknowledged by Seller, conveying title to the Land and Improvements, in substantially the form of **Exhibit B** appended hereto, subject only to the Permitted Exceptions, which Deed shall contain the disclaimer of condition set forth in Section 5.4 and shall be acknowledged by Buyer by its signature on the Deed;

(iii) The original Leases, if any, or, if any original Leases are not available, copies of any such Leases certified by Seller, as being true, correct and complete. Seller and Buyer shall also execute and cause to be delivered to each tenant a notice to tenants (the "**Notice to Tenants**") under any Leases advising each tenant of the sale of the Property to Buyer, the transfer of security deposits, if any, to Buyer and advising the tenant as to future payment of rent to Buyer. The Notice to Tenants shall be in form and content reasonably acceptable to Seller and Buyer.

(iv) Seller shall execute and deliver to Buyer an assignment instrument ("**Assignment**"), in substantially the form of **Exhibit C** appended hereto, and substance

reasonably acceptable to Seller and Buyer, assigning all of Seller's right, title and interest as lessor or landlord in and to all Leases, if any, that affect the Property after the Closing Date, and security deposits thereunder, and assigning, without warranty;

(v) A Bill of Sale for any Personal Property in substantially the form of **Exhibit D** appended hereto. The Bill of Sale shall be without warranty and contain the disclaimer of condition set forth in Section 5.4 and shall be acknowledged by Buyer by its signature on the Bill of Sale;

(vi) The Rent Roll that includes a list of any security deposits;

(vii) An affidavit, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that each of Seller is not a "foreign person" as that term is defined in Section 1445, duly executed and acknowledged by Seller;

(viii) All keys or other access devices in the possession of Seller or their agents to the locks located at the Project; and

(ix) Any other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

(b) **Buyer.** At the Closing, Buyer shall deliver or cause to be delivered to Seller or the Title Company, the following items:

(i) The Purchase Price, less the \$30,000 of Earnest Money being held by the Title Company which is applicable to the Purchase Price, payable by wire transfer as required by Section 3.1 hereof;

(ii) Appropriate evidence of authorization reasonably satisfactory to Seller and the Title Company for the consummation of the transaction contemplated by this Contract;

(iii) Buyer shall execute the Deed as provided in Section 7.2(a) (ii);

(iv) A counterpart of the Assignment pursuant to which Buyer will assume the obligations of Seller under the agreements and other obligations, if any that Buyer has agreed to accept, therein assigned, as provided in Section 7.2 (a) (iv); and

(v) Any other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

7.3 Prorations. The following items shall be adjusted or prorated between Seller and Buyer as set forth below:

(a) **Taxes.** General real estate taxes for the then current year relating to the Project shall be prorated as of midnight preceding the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and

Improvements. Within 30 days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

(b) **Rents.** Rents shall be prorated as of the Closing Date.

(c) **Insurance Premiums.** There is no proration of insurance premiums.

(d) **Other Income and Expenses.** All other income from, and expenses of, the Project, including, but not limited to, public utility charges, interest, maintenance charges, common area charges and service charges are prorated as of the Closing Date. To the extent that information for any such proration is not available at the Closing, the parties shall effect such proration within 30 days after Closing.

(e) **Tenant Improvement Allowances.** No Tenant Improvement Allowance shall be owed after Closing unless Seller has failed to make an improvement that it is contractually bound to make in the Leases.

7.4 **Recalculation of Prorations.** In the event the Closing does not occur and fund as of 12:00 noon, local time, on the Closing Date, all prorations shall extend to the midnight of the following day.

7.5 **Possession.** Possession of the Property shall be delivered to Buyer by Seller at the Closing subject to the rights of any approved third parties under the Permitted Exceptions.

7.6 **Costs of Closing.** Each party is responsible for paying the legal fees of its counsel in negotiating, preparing, and closing the transaction contemplated by this Contract. Buyer shall pay for the premium for Title Policy and all endorsements requested by Buyer; all real estate tax searches; UCC searches; the cost of the New Survey; its own engineering inspections as well as for the charges attributable to recording the Deed and Assignment. The parties shall split the cost of any Title Company escrow fees. Any other expenses that are incurred by either party that are expressly identified herein as being the responsibility of a particular party shall be paid by such party. All other expenses are allocated between the parties in the customary manner for sales of real property similar to the Property in El Paso County, Texas.

7.7 **Provisions of Article VII to Survive Closing.** The provisions of this Article VII survive the Closing.

ARTICLE VIII DEFAULTS AND REMEDIES

8.1 **Default of Buyer.** If the Buyer has not terminated this Contract pursuant to any of the provisions hereof authorizing such termination, and Buyer defaults hereunder and fails to perform any of the covenants and/or agreements contained herein which are to be performed by Buyer, Seller shall be entitled to receive the Earnest Money Deposit as Seller's sole and exclusive remedy, as liquidated damages, due to the inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. Seller waives any rights which it may have to damages or specific performance as a result of

Buyer's default under this Contract, PROVIDED HOWEVER THAT THIS PROVISION WILL NOT WAIVE OR AFFECT BUYER'S OBLIGATIONS TO RETURN OR PROVIDE TO SELLER DOCUMENTS, REPORTS OR OTHER INFORMATION PROVIDED TO, OR PREPARED BY OR FOR, BUYER PURSUANT TO APPLICABLE PROVISIONS OF THIS CONTRACT.

8.2 Default of Seller. If Seller fails or refuses to consummate the sale of the Project to Buyer pursuant to this Contract at the Closing, or Seller fails to perform any of its other obligations hereunder for any reason other than Buyer's failure to perform Buyer's obligations under this Contract, then Buyer may, as Buyer's sole and exclusive right and remedy for any such default, either (i) bring an action against the Seller for specific performance of the Seller's obligations under this Contract and have Seller pay Buyer's attorney's fees and costs if specific performance is granted, or (ii) terminate this Contract by giving written notice thereof to Seller and the Title Company and Seller shall deliver all of the Earnest Money Deposit to Buyer and thereafter neither party hereto shall have any further rights or obligations hereunder. Except as herein provided, in no event shall Buyer have any right to an action for damages, including, without limitation, actual, punitive or consequential damages, and Buyer, on behalf of itself and its successors and permitted assigns hereby waives and expressly disclaims any right to damages hereunder.

8.3 Effect of Termination

. Upon termination of this Contract under this Section 8 or pursuant to any other provision of this Contract, no party thereafter shall have any further obligations to the other hereunder except for the payment of any sums or damages upon termination as provided herein and except for any covenants and obligations which expressly survive such termination.

ARTICLE IX BROKERAGE COMMISSIONS

9.1 Brokerage Commission. There are no brokers or agents entitled to commissions under this Contract.

9.2 Representations Concerning Brokerage Commission. Seller hereby represents and warrants to Buyer that it has not contracted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to the transaction contemplated hereby. Buyer hereby represents and warrants to Seller that Buyer has not contracted or entered into any agreement with any real estate broker, agent, finder, or other party in connection with this transaction.

ARTICLE X CASUALTY OR CONDEMNATION

10.1 Right of Termination. Seller agrees to give Buyer and Title Company prompt notice of any fire or other casualty affecting the Project or of any actual or threatened taking or condemnation of all or any portion of the Project. If, prior to the Closing, there shall occur damage to the Project caused by fire or other casualty, then Seller or Buyer shall have the right to postpone the Closing Date or terminate this Contract by written notice delivered to the other party within 30 days after Buyer has received notice from Seller of that event or the date of the fire or other casualty or Seller's receipt of notice of taking or condemnation, whichever shall first occur. If this Contract is terminated pursuant to this Section 10.1,

any refundable tranche of the Earnest Money Deposit shall be returned to Buyer and the parties shall have no further obligations under this Contract, or to each other with respect to the subject matter of this Contract. Notwithstanding the foregoing, in the event that the cost of repairing or restoring such damage shall be covered by available insurance and such cost shall be less than \$10,000, then Buyer shall proceed to Closing and Seller shall assign at Closing to Buyer its right, title and interest in the insurance proceeds available to repair or restore the damage or destruction and to any applicable rent loss insurance and, in addition, Seller shall credit the Purchase Price with the amount of any deductible under such insurance policy(s).

10.2 **Postponement of Closing.** In the event that Buyer gives notice to postpone the Closing Date pending a determination of the nature and extent of such damage or destruction and the availability and adequacy of insurance proceeds, the postponement shall be in effect for an additional 20 days after the 30 day period that Buyer has to give notice of its desire to postpone (the *Damages Determination Period*).

10.3 **Insurance for Repair.** If the cost to repair or replace the damage is reasonably estimated by the Seller's insurance adjuster to exceed \$10,000, then at Buyer's election and in its sole discretion, Buyer may elect to proceed with the Closing and at the Closing, Seller shall assign to Buyer its right, title and interest in the insurance proceeds available to repair or restore the damage or destruction and to any applicable rent loss proceeds, and Seller shall credit the Purchase Price with the amount of any deductible under such insurance policy(s).

ARTICLE XI MISCELLANEOUS

11.1 **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered (i) if personally delivered, upon receipt; (ii) if sent by expedited prepaid reputable overnight delivery, the next business day after delivery to such service; (iii) if sent by United States registered or certified mail, return receipt requested, postage prepaid, 3 days after having been deposited in the United States Postal Service, properly addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other party in the manner provided for in this Section):

Seller:	T-Northgate Village, Ltd 9434 Viscount Blvd. El Paso, Texas 79925	Copy: Mike Ainsa 5809 Acacia Circle El Paso, Texas 79912
City:	City Manager City of El Paso 2 Civic Center Plaza El Paso, Texas 79901-1196	Copy: Risher S. Gilbert 201 E. Main St. Suite 1501 El Paso, Texas 79902

11.2 **Governing Law.** This Contract is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Contract. This Contract is performable in, and the exclusive venue for any action brought with respect hereto shall lie in El Paso County, Texas, where the Property is located.

11.3 **Entirety and Amendments.** This Contract embodies the entire agreement between the

parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.4 **Parties Bound.** This Contract is binding upon and inure to the benefit of Seller and Buyer, and their respective permitted successors and assigns.

11.5 **Saturday, Sunday or Legal Holiday.** If any date set forth in this Contract for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on other than a Business Day, the compliance with such obligations or delivery is deemed accepted on the next following Business Day.

11.6 **Time is of the Essence.** It is expressly agreed by Seller and Buyer that time is of the essence with respect to this Contract.

11.7 **Exhibits.** The Exhibits which are referenced in, and attached to, this Contract are incorporated in and made a part of this Contract for all purposes. If one or more Exhibits to be attached to this Contract are not so attached or are incomplete upon the Effective Date, then Seller agrees to prepare or complete any such Exhibits and furnish Buyer with a copy of same. Buyer have the right to approve the form and contents of each such Exhibit supplied by Seller within 5 days of receipt thereof in its sole and absolute discretion. Buyer reserves the right to terminate this Contract should Buyer not approve the form and content of such Exhibits, provided, however, such Exhibits shall be deemed accepted by Buyer if Buyer fails to provide Seller of any written objections to such Exhibits submitted by Seller within 10 days following receipt of the same.

11.8 **Attorney's Fees.** If either party hereto shall be required to employ an attorney to bring suit to enforce or defend the rights of such party hereunder, the prevailing party in such suit shall be entitled to recover its reasonable attorney's fees and costs, in addition to any other relief to which it or they may be entitled.

11.9 **Expiration of Offer.** The execution by the Buyer hereto and delivery to the Seller of an executed counterpart of this Contract shall constitute an offer to purchase the Property upon the terms stated herein. If a counterpart of this Contract executed by the Seller is not approved by the City Council of the City of El Paso and executed by the Buyer within 3 days thereafter without modification, the offer contained in this Contract shall be null and void.

11.10 **Severability.** If for any reason any provision of this Contract is held to violate any applicable law, and so much of this Contract is held to be unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provision of this Contract which shall remain in full force and effect.

11.11 **Assignment.** Buyer may assign this Contract in whole, but not in part, without Seller's consent, provided, however, Buyer shall give Seller written notice of any such assignment not less than one (1) Business Day prior to such assignment together with a copy of the assignee's written agreement to assume and perform the obligations of Seller hereunder, and no assignment shall discharge or release the assigning party from any obligation or liability hereunder, whether arising before or after such assignment. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11.12 **Multiple Counterparts.** This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either of the parties hereto may execute this Contract by signing any such counterpart.

11.13 **Electronic Signature.** Delivery of an executed counterpart signature pages of the Contract by facsimile or electronic mail is effective as delivery of an original of an executed counterpart signature page.

11.14 **Tax Deferred Exchange.** Buyer acknowledges that Seller may effect the sale of the Property pursuant to the applicable provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer agrees that Seller may effect such sale of the Property through a Section 1031 "Qualified Intermediary" in order to complete a tax deferred exchange, and that Seller may assign and transfer its rights and obligations under this Contract to such Qualified Intermediary for such purpose. Buyer agrees to reasonably cooperate with Seller and/or its Qualified Intermediary in the sale of the Property pursuant to this Contract, provided (a) Buyer shall not be obligated to incur any cost, expense, or liability whatsoever, (b) the Closing shall not be extended or delayed by reason of such exchange, and (c) Buyer shall incur no personal liability under any document or agreement required in connection with such exchange. Seller's ability to consummate an exchange shall not be a condition to the obligations of Seller under this Contract, and Buyer does not warrant and shall not be responsible for any of the tax consequences to Seller with respect to the transactions contemplated hereunder.

11.15 **No Third Party Beneficiary.** Except as otherwise expressly provided herein, this Contract is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

11.16 **Effect of Headings**

. The subject headings of sections and subsections of this Contract included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11.17 **Recording**

. Neither this Contract, nor any memorandum or evidence hereof shall be recorded in any public records without the prior written consent of Seller and upon any such recording in the absence of such consent shall constitute a breach of this Contract by the party requesting or effecting such recording.

[Signatures Begin on Next Page]

EXECUTED by Seller the ___ day of _____, 2010

T-NORTHGATE VILLAGE LTD.,
a Texas limited partnership

By: MGG Properties, LLC, a Texas
limited liability company,
General Partner

By: _____
Marcelo Gomez, Member

[Signatures Continue on Next Page]

EXECUTED by the City of El Paso the ____ day of September, 2010.

CITY OF EL PASO, TEXAS

By: _____
Joyce Wilson, City Manager

APPROVED AS TO FORM:


Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer for the City of El Paso

[Signatures Continue on Next Page]

Receipt of a fully executed copy of the Contract and a check, subject to collection for the Earnest Money Deposit received this ___ day of September, 2010.

LAWYERS TITLE OF EL PASO, INC:

By: _____
Ron Rush, President

Exhibits

- Exhibit A - Description of Land
- Exhibit A-1 - Description of Walgreen Site
- Exhibit A-2 - Description of KFC Site
- Exhibit B - Form of Special Warranty Deed
- Exhibit C - Form of Assignment
- Exhibit D - Form of Bill of Sale
- Exhibit E - Rent Roll
- Exhibit F - Form of Estoppel Certificate
- Exhibit G - Section 3 and Section 19.1 of the KFC Lease
- Exhibit H - Restricted Uses on KFC Site

EXHIBIT A

Lot 1 and a portion of Lot 1A, Block 6, NORTHGATE REPLAT "C", an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 62 at Page 45, Real Property Records, El Paso County, Texas, SAVE AND EXCEPT:

Walgreen Site: A 1.618 acre tract more particularly described by metes and bounds in Exhibit A-1 attached hereto, out of Lot 1A, Block 6, NORTHGATE, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 10 at Pages 30 and 31, Real Property Records, El Paso County, Texas; and

KFC Site: A 0.8494 acre tract (37,000 square feet), as more particularly described by metes and bounds in Exhibit A-2 attached hereto, out of Lot 1 and a portion of Lot 1A, Block 6, Northgate Replat "C", as recorded in Volume 62, Page 45, Plat Records of El Paso County, Texas.

EXHIBIT A-1
(Walgreen Site)

CAP PORTION OF T-NORTHGATE PROPERTY

Property description: A 1.618-acre portion of Lot 1A, Block 6, Northgate Replat C, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 1.618-acre portion of Lot 1A, Block 6, Northgate Replat C (Book 62, Page 45, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a bolt found at the centerline intersection of Marie Tobin Drive and Mt. Etna Drive (60-foot rights-of-way, Tobin Park Addition, Book 17, Page 7, Plat Records, El Paso County, Texas), from which a bolt found at the centerline intersection of Marie Tobin Drive and Mt. Rushmore Drive (60-foot right-of-way) bears North 88°49'00" East, a distance of 1336.26 feet (record - 1336.00 feet); Thence, South 88°49'00" West, along the centerline of Marie Tobin Drive, a distance of 240.00 feet to the easterly right-of-way of Diana Drive (90-foot right-of-way); Thence, North 01°11'00" West, along said right-of-way, a distance of 2344.61 feet to the easterly right-of-way of Dyer Street (100-foot right-of-way, February 5, 1936, Book 608, Page 474, Deed Records, El Paso County, Texas); Thence, North 29°25'00" East, along said right-of-way, a distance of 197.29 feet to a chiseled "X" set for the POINT OF BEGINNING of this description;

THENCE, North 29°25'00" East, continuing along said right-of-way, a distance of 182.71 feet to a set chiseled "X";

THENCE, 31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 74°25'00" East, a distance of 28.28 feet to a chiseled "X" set on the southerly right-of-way of Wren Avenue (80-foot right-of-way, Northgate);

THENCE, South 60°35'00" East, along said right-of-way, a distance of 247.55 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, 98.00 feet continuing along said right-of-way and along the arc of a curve to the left, having a radius of 461.09 feet, a central angle of 12°10'40", and a chord which bears South 66°40'20" East, a distance of 97.82 feet to a set bridge nail and shiner,

THENCE, South 29°25'00" West, a distance of 62.38 feet to a set bridge nail and shiner,

THENCE, North 60°35'00" West, a distance of 37.81 feet to a set bridge nail and shiner,

THENCE, South 29°25'00" West, a distance of 161.84 feet to a set bridge nail and shiner,

THENCE, North 60°35'00" West, a distance of 177.00 feet to a set bridge nail and shiner,

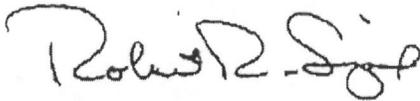
THENCE, North 29°25'00" East, a distance of 11.13 feet to a set concrete nail and shiner,

THENCE, North 60°35'00" West, a distance of 150.00 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 1.618 acres (70,471 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors



Robert R. Seipel, R.P.L.S.
President
Texas License No. 4178

Job Number 01-0080A
March 14, 2002.

Said parcel of land contains 0.168 acres (7,330 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors



Robert R. Seipel, R.P.L.S.
President
Texas License No. 4178

Job Number 01-0080C
March 14, 2002

EXHIBIT A-2
(KFC Site)

LEGAL DESCRIPTION

Lot 1 and a portion of Lot 1A, Block 6, Northgate Replat 'C', as recorded in Volume 62, Page 45, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds as shown in Exhibit 'A' Below:

METES AND BOUNDS DESCRIPTION

Lot 1 and a portion of Lot 1A Block 6, Northgate Replat 'C', as recorded in Volume 62, Page 45, Plat Records of El Paso County, Texas.

COMMENCING for reference at an existing iron rod at the intersection of the right-of-way centerline line of Wren Avenue (80.00 feet wide) and the easterly right-of-way line of Dyer Street/U.S. Highway No. 54 (100.00 feet wide);
THENCE, South 29°25'00" West, with the easterly right-of-way line of said Dyer Street, a distance of 242.68 feet to a chiseled "4" set in concrete at the point for the Northwesterly corner of Lot 1, Block 6, Northgate Replat 'C', as recorded in Volume 62, Page 45, Plat Records of El Paso County, Texas identical with the corner of a Walgreen Company lease Tract, Reference Document #20026065146, recorded in Volume 4327, Page 0503, records of El Paso County, Texas, and the POINT OF BEGINNING of this parcel description;

THENCE, South 60°35'00" East, with the northerly boundary line of said Lot 1 and southerly boundary line of said Walgreen Company Lease Tract, a distance of 150.00 feet to a P/K Nail set at the point for the northeasterly corner of said Lot 1, and corner of said Walgreen Company Lease Tract, and a corner of this parcel;

THENCE, South 29°25'00" West, with the easterly boundary line of said Lot 1, and westerly boundary line of Said Walgreen Company Lease Tract a distance of 11.13 feet to a P/K Nail set for a corner of this parcel;

THENCE, South 60°35'00" East with the southerly boundary line of said Walgreen Company Lease Tract a distance of 136.25 feet to a P/K Nail set for a corner of this parcel;

THENCE, South 29°08'39" West a distance of 101.30 feet to a P/K Nail set for a corner of this parcel;

THENCE, South 89°59'53" West a distance of 48.36 feet to a P/K Nail set for a corner of this parcel;

THENCE, North 60°35'00" West a distance of 244.60 feet to a chiseled "X" set in the easterly right-of-way line of said Dyer Street for a corner of this parcel;

THENCE, North 29°25'00" East, with said easterly right-of-way line, a distance of 136.18 feet to the POINT OF BEGINNING.

Said Parcel contains 0.8494 acres (37,000 square feet) more or less.

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2010

Grantor: T- NORTHGATE VILLAGE, LTD., a Texas limited partnership.

Grantor's Mailing Address: 9434 Viscount Boulevard, El Paso, Texas 79925

Grantee: THE CITY OF EL PASO, A MUNICIPAL CORPORATION

Grantee's Mailing Address: City of El Paso, #2 Civic Center Plaza, El Paso County, El Paso, Texas
79901-1196

Consideration: TEN and 00/100 DOLLARS (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged.

Property (including any improvements):

PARCEL 1:

Lot 1A, Block 6, NORTHGATE REPLAT "C", an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 62, page 45, Real Property Records, El Paso County, Texas, SAVE AND EXCEPT a 1.618 acre portion more particularly described by metes and bounds in Exhibit A-1 attached hereto.

PARCEL 2:

A 0.168 acre portion, more or less, out of Lot 1, Block 6, NORTHGATE, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 10, Page 30 and 31, Real Property records, El Paso County, Texas, more particularly described by metes and bounds in Exhibit A-2 attached hereto.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: See Exhibit "B" attached.

GRANT AND CONVEYANCE:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and

Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor but not otherwise.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, and (iii) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

When the context requires, singular nouns and pronouns include the plural.

Grantee acknowledges that Grantor has afforded Grantee the opportunity for full and complete investigations, examinations and inspections of the Property. Except as specifically set forth herein, and except as to the warranty of title, Grantee acknowledges and agrees that Grantee is relying solely on its own investigations, examinations and inspections of the Property, and those of Grantee's representatives, that Grantee is purchasing the Property based solely on its inspection and investigation of the Property, and that Grantee is purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of this Special Warranty Deed, subject to reasonable wear and tear and loss by fire or other casualty or condemnation from the date of this Special Warranty Deed until the Closing Date. Without limiting the foregoing, Grantee acknowledges that, except as expressly set forth in this Special Warranty Deed, Grantor and its agents have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to: (i) the value, nature, quality or condition of the Property, including, without limitation, the existence or nonexistence of asbestos, toxic waste or any hazardous material, water, soil or geology; (ii) development rights, bonds, taxes, covenants, conditions and restrictions affecting the Property; (iii) the compliance of the Property with any laws, rules, ordinances, or regulations of any applicable governmental authority or body including zoning laws, building laws or codes, fire codes or the Americans with Disabilities Act; and (iv) any other matter with respect to the Property. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, HABITABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY AND GRANTOR DOES NOT MAKE, HAS NOT MADE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR.

[Signatures Being on Next Page!]

GRANTOR:

T- NORTHGATE VILLAGE, LTD., a Texas limited partnership

By: MGG Properties, LLC, a Texas limited liability company, its General Partner

By: _____
Marcelo Gomez, Member

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2010, by Marcelo Gomez, Member of MGG Properties, LLC, a Texas limited liability company, general partner of T-Northgate Village, Ltd., a Texas limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 2010.

Notary Public in and for the State of Texas
My Commission expires: _____

GRANTEE EXECUTES THIS DEED TO EVIDENCE ITS ACKNOWLEDGEMENT OF THE DISCLAIMER CONTAINED IN THIS DEED:

CITY OF EL PASO, TEXAS

By: _____
Joyce Wilson, City Manager

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2010, by Joyce Wilson, City Manager of the City of El Paso, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 2010.

Notary Public in and for the State of Texas
My Commission expires: _____

EXHIBIT C

ASSIGNMENT OF LEASES

FOR AND IN CONSIDERATION of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **T-NORTHGATE VILLAGE, LTD.**, a Texas limited partnership (“**Assignor**”), hereby assigns and transfers to the **CITY OF EL PASO, TEXAS** (“**Assignee**”), the landlord's interest under, and all of Assignor's right, title and interest in and to, the Leases listed on Exhibit A appended hereto, including any non-forfeited security deposits and advance rent, if any.

Assignee hereby accepts the foregoing assignment, assumes all of Assignor's obligations as landlord under the Leases accruing and to be performed from and after the date hereof, and to the extent required by the laws applicable to Assignee, agrees to timely keep, perform, and discharge all of the obligations of the landlord under the Lease, including obligations for the return of any non-forfeited security deposits provided for in the Leases.

Assignor hereby acknowledges that Assignee is not responsible for any claims that may be asserted against Assignor or Assignee arising from a breach or failure, refusal or inability to perform any provision of the Leases by Assignor which occurred prior to the date hereof.

Assignee hereby acknowledges that Assignor is not responsible for any claims that may be asserted against Assignor or Assignee arising from a breach or failure, refusal or inability to perform any provision of the Leases by Assignee which first occurs after the date hereof.

In the event of any dispute arising out of the subject matter of this Assignment, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas. This Assignment shall be binding upon the parties hereto and shall inure to the benefit of Assignee and its successors and assigns. This Assignment may be executed in counterparts, and as so executed shall constitute one and the same agreement.

The parties hereto have executed this Assignment this ____ day of _____, 2010.

ASSIGNEE:

ASSIGNOR:

CITY OF EL PASO, TEXAS

T-NORTHGATE VILLAGE LTD., a Texas limited partnership

By: _____
Joyce Wilson, City Manager

By: MGG Properties, L.L.C, its General Partner

By: _____
Marcelo Gomez, Member

EXHIBIT D

BILL OF SALE

T- **NORTHGATE VILLAGE LTD.**, a Texas limited partnership ("Seller"), in consideration of Ten and 00/00 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, quit claim and set over to the City of El Paso, Texas ("**Buyer**"), all of the personal property described on Exhibit A attached hereto and made a part hereof (the "**Personal Property**") located at, on and about the real estate commonly known as "Northpark Mall" located as 9348 Dyer, El Paso, Texas (the "**Property**").

Buyer acknowledges that Seller has afforded Buyer the opportunity for full and complete investigations, examinations and inspections of the Personal Property. Except as specifically set forth herein, Buyer acknowledges and agrees that Buyer is relying solely on its own investigations, examinations and inspections of the Personal Property, and those of Buyer's representatives, that Buyer is purchasing the Personal Property based solely on its inspection and investigation of the Personal Property, and that Buyer is purchasing the Personal Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Personal Property as of the date of this Bill of Sale. Without limiting the foregoing, Buyer acknowledges that Seller and its agents have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to: (i) the value, nature, quality or condition of the Personal Property, including, without limitation, the existence or nonexistence of asbestos, toxic waste or any hazardous material; (ii) taxes, covenants, conditions and restrictions affecting the Personal Property; (iii) the compliance of the Personal Property with any laws, rules, ordinances, or regulations of any applicable governmental authority or body including zoning laws, building laws or codes, fire codes or the Americans with Disabilities Act; and (iv) any other matter with respect to the Personal Property. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, SUITABILITY OF THE PERSONAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, HABITABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PERSONAL PROPERTY AND SELLER DOES NOT MAKE, HAS NOT MADE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PERSONAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PERSONAL PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER.

TO HAVE AND TO HOLD the Personal Property unto Buyer and Buyer's successors and assigns forever.

[Signatures Begin on Next Page]

Seller has signed this Bill of Sale this ____ day of _____, 2010.

SELLER:

T- NORTHGATE VILLAGE LTD., a Texas
limited partnership

By: MGG Properties, LLC, its General
Partner

By: _____
Marcelo Gomez, Member

BUYER:

CITY OF EL PASO, TEXAS

By: _____
Joyce Wilson, City Manager

EXHIBIT A

“Personal Property” means all (i) furnishings, furniture, appliances, equipment, machinery and other personal property owned by Seller and located on or used in connection with the ownership, maintenance or operation of the Land or the Improvements; (ii) the name “Northpark Mall” and all assumed names, fictitious names, logos and identifying marks used in connection with any part of the Land or the Improvements; (iii) all plans and specifications, if any, in the possession of Seller which were prepared in connection with the construction or renovation of any of the Improvements; and (iv) all licenses, permits and warranties, if any, for the benefit of Seller, now in effect with respect to any portion of the Land or the Improvements. The term “Personal Property” shall not include any books, records, data (electronic or otherwise), files or financial information of any kind pertaining to ownership, use or operation of the Property.

Rent Roll

EXHIBIT E

Suite	Start	Expires	Increase	Business Name	Sq Ft	\$/SqFt	Rent	CTI	CAM	Taxes	Ins	Other
Northgate/Northpark Shopping Center												
NG-1	4/16/2006	4/15/2011	Stated	Watermill Express, L.L.C.	200	\$28.50	\$475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-4	Vacant	Vacant	Vacant	Vacant	2,300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9346	Vacant	Vacant	Vacant	Vacant	13,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9346-A	Vacant	Vacant	Vacant	Vacant	1,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9346-B.C	Vacant	Vacant	Vacant	Vacant	4,002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-A	Vacant	Vacant	Vacant	Vacant	9,375	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-B.C	Vacant	Vacant	Vacant	Vacant	4,661	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-D	Vacant	Vacant	Vacant	Vacant	26,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-E	Vacant	Vacant	Vacant	Vacant	30,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-F	Vacant	Vacant	Vacant	Vacant	1,494	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-G	Vacant	Vacant	Vacant	Vacant	1,841	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-H	Vacant	Vacant	Vacant	Vacant	1,497	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-I	Vacant	Vacant	Vacant	Vacant	2,572	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9348-J	Vacant	Vacant	Vacant	Vacant	30,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-1	6/1/2004	1/31/2009	6/1/07	Furniture Factory Warehouse	54,570	\$2.55	\$11,600.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-A	Vacant	Vacant	Vacant	Vacant	2,258	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-B.C	Vacant	Vacant	Vacant	Vacant	3,771	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-D	Vacant	Vacant	Vacant	Vacant	800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-E	Vacant	Vacant	Vacant	Vacant	892	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-F	Vacant	Vacant	Vacant	Vacant	1,148	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-G	Vacant	Vacant	Vacant	Vacant	1,180	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-H	Vacant	Vacant	Vacant	Vacant	800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-I	Vacant	Vacant	Vacant	Vacant	2,941	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-J	Vacant	Vacant	Vacant	Vacant	3,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-K	Vacant	Vacant	Vacant	Vacant	3,354	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-L	Vacant	Vacant	Vacant	Vacant	2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-M	Vacant	Vacant	Vacant	Vacant	765	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-N	Vacant	Vacant	Vacant	Vacant	3,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-O	Vacant	Vacant	Vacant	Vacant	2,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-P	Vacant	Vacant	Vacant	Vacant	2,300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Rent Roll

Suite	Start	Expires	Increase	Business Name	Sq Ft	\$/SqFt	Rent	CTI	CAM	Taxes	Ins	Other
NG-9350-Q	Vacant	Vacant	Vacant	Vacant	3,150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-R	Vacant	Vacant	Vacant	Vacant	594	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-S	Vacant	Vacant	Vacant	Vacant	1,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-T	Vacant	Vacant	Vacant	Vacant	12,750	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-U	9/1/2004	8/31/2007		John Choi Insurance Agency	1,200	\$5.00	\$500.00	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-V	Vacant	Vacant	Vacant	Vacant	19,950	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9350-Z	Vacant	Vacant	Vacant	Vacant	3,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-9352	8/1/2004	7/30/2009		Crystal Palace	10,800	\$3.50	\$3,150.00	\$1,125.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-Parkl.nt	Vacant	Vacant	Vacant	Vacant	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NG-PC	Vacant	Vacant	Vacant	Vacant	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum					304,665				\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT F
Form of Estoppel Certificate

TENANT ESTOPPEL CERTIFICATE

To: City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1196

Re: Lease (the "**Lease**"), dated as of _____, 20____, by and between T-Northgate Village, Ltd., as Landlord, and _____, as Tenant, covering certain _____ (the "**Premises**") located in Northpark Mall, El Paso, Texas

The undersigned is the current Tenant under the Lease. Tenant hereby certifies to the City of El Paso (the "**City**") in connection with the proposed acquisition of Northpark Mall as follows:

1. A complete copy of the Lease is attached hereto as Schedule 1. The Lease represents the entire agreement between Landlord and Tenant and has not been modified or amended. The Lease is in full force and effect as of the date hereof and Tenant has accepted the Premises and is in sole possession of and occupying same.
2. All rent and additional rent and all other charges payable by Tenant under the Lease as of the date hereof have been paid in full. No rent has been paid more than 30 days in advance. There are no periods of free rent or similar rent concession due to Tenant. \$_____ is the amount of the security deposit being held by Landlord pursuant to the Lease.
3. To the best of Tenant's knowledge, as of the date hereof, neither Landlord nor Tenant is in default thereunder and no event has occurred which, with the giving of notice and/or the passage of time, or both, would constitute a default thereunder.
4. As of the date hereof, Tenant has no counterclaims, defenses, abatements or offsets to its obligations under the Lease or to the enforcement of any of the Landlord's rights thereunder.
5. There are no allowances or credits due to Tenant from Landlord.
6. The commencement date of the Lease occurred on _____, 20____. The scheduled expiration date of the term of the Lease is _____, 20____. Tenant has ____ successive renewal options of ____ years each as set forth in the Lease.

Tenant understands and acknowledges that the City, or its assignee, will rely upon this Tenant Estoppel Certificate in connection with the possible acquisition of Northpark Mall (including the Premises).

Signed this ____ day of _____, 2010.

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT G

Section 3 and Section 19.1 of KFC Lease

3. *Use.* Tenant shall comply with all laws applicable to Tenant's use of the Premises. Tenant shall have the right to use the Premises as a Taco Bell, KFC, Long John Silver, A&W and/or a Pizza Hut restaurant. Landlord approval will be required for any non-restaurant use provided that the Premises shall not be used in such manner as to knowingly violate any exclusive uses previously granted to a tenant in the Shopping Center or in violation of applicable law, rule ordinance or regulation of any governmental body.

19. *Landlord's Sale of the Premises.*

19.1 *First Offer to Tenant.* If Landlord elects to offer to transfer the Premises by sale or exchange ("**Offer**"), provided Tenant is not in default thereunder, Landlord shall notify Tenant of the terms of the proposed Offer. Tenant shall have ten (10) business days within which to accept the Offer on all terms stated in the notice to Tenant or such other terms to which Landlord and Tenant agree. If Tenant fails to accept the Offer within the ten (10) day period, Landlord shall be free to make the Offer available to others and conclude a sale or exchange on the terms stated in the Offer. If Landlord desires to change a material term of an Offer, Landlord shall again notify Tenant and Tenant shall have ten (10) days within which to accept the changed Offer or such other terms to which Landlord and Tenant agree. This right of first offer to Tenant shall be that of Tenant only and shall not extend to any assignee or subtenant, and shall not be assigned or transferred by Tenant without the prior written consent of Landlord in its sole and absolute discretion.

EXHIBIT H

RESTRICTED USES FOR THE KFC SITE

1. Automotive sales, repair or paint and body shop
2. Tattoo parlor
3. Adult motion picture theatre
4. Billiard & pool hall
5. Nude live entertainment club
6. Adult book store
7. Flea market
8. Pawn shop
9. Billboards or other advertising sign for any of the above
10. Payday loan stores and businesses