

10/05/2011



Form PTO-1594 (Rev. 01/09)
OMB Collection 0651-0027 (exp. 02/28/)

103634063

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Anland North, L.P., Anland North II, L.P., Anland North Commercial, L.P., Anland 2A, L.P., Anland 10, L.P., Anland 14, L.P., and Anland South, L.P.

☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation- State: Texas
☐ Other

Citizenship

(see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s):

Execution Date(s) August 1, 2011

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: Real Estate Managed Asset Group,
2120 Park Place, Suite 100,

City: El Segundo

State: CA

Country: U.S.A. Zip: 90245

☐ Association Citizenship

☐ General Partnership Citizenship

☐ Limited Partnership Citizenship

☐ Corporation Citizenship

☒ Other National Association Citizenship U.S.

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) and Filing Date if Application or Registration Number is unknown:
Registration number(s):

See attached Exhibit A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lekha Gopalakrishnan
WINSTEAD PC

Internal Address: Atty. Dkt.: 14401-651

Street P.O. Box 50784
Address:

City: Dallas State: TX Zip: 75201

Phone Number: (214) 745-5356

Fax Number: (214) 745-5390

Email Address:

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment Information:

b. Deposit Account Number

Authorized 10/05/2011 MULLINS 00000007 2981474

9. Signature:

Signature

Lekha Gopalakrishnan

Name of Person Signing

01 FC:8521

9/29/2011

40.00 OP

02 FC:8522

Date

325.00 OP

Total number of pages including cover sheet, attachments, and documents:

12

Exhibit A

2,981,474	VICTORY PARK
3,087,987	VICTORY PARK
3,589,499	TWO VICTORY PARK
3,832,243	V Design
3,832,241	V Design
3,832,242	V Design
3,414,845	VICTORY LOFTS
3,235,663	VICTORY PARK & Design
3,229,030	VICTORY PARK & Design
3,539,214	VICTORY PARK & Design
3,043,976	VICTORY LOFTS CHANNELSIDE & Design
3,043,973	VICTORY LOFTS CHANNELSIDE & Design
2,767,166	VICTORY
2,786,811	VICTORY

TRADEMARK COLLATERAL SECURITY AGREEMENT

This TRADEMARK COLLATERAL SECURITY AGREEMENT ("Security Agreement") is executed as of August 1, 2011, by and among ANLAND NORTH, L.P., ANLAND NORTH II L.P., ANLAND NORTH COMMERCIAL, L.P., ANLAND 2A, L.P., ANLAND 10, L.P., ANLAND 14, L.P., and ANLAND SOUTH, L.P., each a Texas limited partnership (collectively, the "Borrower" or "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), the successor-by-merger to Wachovia Bank, National Association ("Wachovia") (Wells Fargo, as such successor, the "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender executed that certain Loan Agreement (as heretofore and concurrently herewith amended, the "Loan Agreement") dated May 30, 2007 with respect to a loan ("Loan") in the maximum principal amount of \$28,000,000.00, as same has been amended by (i) that certain letter agreement dated March 31, 2010 by and between Borrower and Lender, and (ii) that certain Modification Agreement dated of even date herewith between Borrower and Lender; and

WHEREAS, Borrower has delivered to Lender that certain Note dated May 30, 2007 in the principal amount of the Loan, executed by Borrower payable to the order of Lender (said note together with any and all renewals, modifications, extensions and/or replacements thereof being hereinafter collectively called the "Note"); and

WHEREAS, Borrower has executed and delivered to Lender that certain Deed of Trust and Security Agreement (as heretofore and concurrently herewith amended, the "Deed of Trust") dated May 30, 2007 conveying to a trustee for the benefit of Lender, as security for the Loan, those certain tracts of land described in the Deed of Trust (collectively, but save and except any portions thereof which are released by Lender from the lien of the Deed of Trust, the "Land"), which Deed of Trust was filed for record on May 31, 2007 and recorded as Document No. 20070194336, Real Property Records, Dallas County, Texas; and

WHEREAS, Lender and Borrower have concurrently herewith executed that certain Modification Agreement ("Modification"), pursuant to which the execution and delivery of this Security Agreement is a condition precedent to the effectiveness of the Modification (the Loan Agreement, Note, Deed of Trust, Modification, this Security Agreement and other documents evidencing, securing, or pertaining to the Loan are, collectively, the "Loan Documents"); and

WHEREAS, Borrower and Victory Intangibles, L.P., a Texas limited partnership ("VILP"), have entered into that certain Trademark License Agreement (the "Trademark License Agreement"), dated as of August 1, 2011 granting each Borrower a non-exclusive, limited transferable and non-revocable right and license of utilization of the Licensed Trademarks; and

WHEREAS, this Security Agreement, covering the Trademark License Agreement, is being executed contemporaneously with the Modification under which Lender is granted a lien on and security interest in, inter alia, real property and additional collateral as set forth in the Loan Agreement (collectively, the "Other Assets"), whereby Lender shall have the right to foreclose simultaneously on the Trademark License Agreement and the Other Assets in the event of the occurrence and continuance of a Default hereunder or any Default or Event of Default under any of the Loan Documents.

NOW, THEREFORE, in consideration of the premises, Debtor and Lender hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Documents shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Account" shall have the meaning assigned to it under the Code.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Texas.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Debtor" shall have the meaning as specified in the preamble hereof.

"Default" shall have the meaning specified in Section 9 hereof.

"General Intangibles" shall have the meaning assigned to it under the Code.

"Licensed Trademarks" shall mean those Trademarks specified in Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time).

"Licenses" shall mean the trademark license agreements of Debtor designated on Exhibit B hereto, as any of the same may from time to time be amended or supplemented.

"New Trademarks" shall have the meaning specified in Section 5 hereof.

"Obligations" shall mean any and all indebtedness or obligations owed by, and all performance covenants of, Borrower and any related third parties under any of the Loan Documents.

"Security Agreement" shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

"Trademark License Agreement" shall have the meaning given such term in the recital hereof.

"Trademarks" shall mean the trademarks, trade names, service marks, terms and designs, whether registered or not, applications to register and registrations of the same, domain names, and like protections set forth in the Schedule of Trademarks attached hereto, as the same may be supplemented pursuant to Section 5 hereof.

"VILP" shall have the meaning specified in the recitals hereof.

2. Grant of Security Interest; License.

(a) Security Interest. As collateral security for the prompt payment of the Obligations, Debtor hereby grants and conveys to Lender and any purchaser (a "Purchaser") of the Land at the foreclosure sale under the Deed of Trust, and Lender's or Purchaser's successors and assigns, a security interest in and to the entire right, title and interest of Debtor in and to the Trademark License Agreement (collectively called the "Collateral").

(b) License. Upon and concurrent with the foreclosure by Lender under the Deed of Trust, or Lender's acceptance of a deed in lieu of foreclosure of the Deed of Trust, the Trademark License Agreement is hereby automatically, unconditionally and irrevocably assigned and transferred to Lender and/or Purchaser, as applicable, and Lender and/or Purchaser, as applicable, shall have the rights under such Trademark License Agreement, this Security Agreement and the power of attorney specified herein to take any and all actions and file any and all documents which are reasonably necessary to effectuate the assignment and transfer of the Trademark License Agreement as contemplated by this Security Agreement.

(c) Obligations of Lender. These presents shall not be deemed or construed to obligate Lender and/or Purchaser to take any action hereunder or under the Trademark License

Agreement, to incur expenses or to perform or discharge any obligation, duty or liability hereunder or under the Trademark License Agreement, unless and until the Trademark License Agreement shall be unconditionally and irrevocably assigned to Lender and/or Purchaser as herein provided.

3. Representations and Warranties. Debtor covenants and warrants, as of the date of this Security Agreement, as follows:

(a) the Licensed Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) to the best of Debtor's knowledge, each of the Licensed Trademarks is valid and enforceable;

(c) there is no outstanding claim that the use of any of the Licensed Trademarks violates the rights of any third person;

(d) VILP is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Licensed Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by VILP not to sue third persons), except for the Licenses referred to in Exhibit B attached hereto;

(e) Debtor has the right to enter into this Security Agreement and perform its terms;

(f) VILP has renewed, and will renew and maintain the registrations for the Licensed Trademarks marked with an "*" on the attached Schedule of Trademarks until the earlier of (i) the full performance and termination of the Loan Documents, or (ii) if the Land is foreclosed upon by Lender (or Lender's acceptance of a transfer of the Land to the Lender in lieu of foreclosure) until the date that is sixty (60) days after such foreclosure or transfer;

(g) Neither VILP nor Debtor has any other rights, titles or interests in and to any Trademarks which relate in any way to the Victory Development in Dallas, Texas other than those specified in Schedule of All Victory Trademarks attached hereto as Exhibit C; and

(h) Neither VILP nor Debtor has granted any licenses for the use of any of the Licensed Trademarks other than pursuant to the Trademark License Agreement and those Licenses listed on Exhibit B attached hereto.

4. Right of Inspection. Debtor hereby grants to Lender and its employees and agents the right to visit Debtor's facilities that sell or offer for sale goods and services under any of the Licensed Trademarks, and to inspect the goods and services and quality control relating thereto at reasonable times during regular business hours. Debtor shall use its best efforts to do any and all acts required by Lender to ensure Debtor's compliance with Section 3(e) hereof.

5. New Trademarks. If, before the Obligations shall have been paid and performed in full, VILP or Debtor shall obtain rights to any new trademarks that relate to the Victory Development in Dallas, Texas at large (e.g., Victory Park) ("New Trademarks"), then, to the extent assignable by VILP or Debtor, the provisions of Section 2 hereof shall automatically apply thereto and Debtor shall give Lender prompt written notice thereof. Debtor grants Lender a power-of-attorney, irrevocable so long as the Loan is in existence and outstanding, and will execute and deliver to Lender a separate Power of Attorney, to modify this Security Agreement by amending Exhibit A to include any such New Trademarks covered by this Security Agreement.

6. Covenants. Debtor covenants and agrees with Lender that from and after the date of this Security Agreement and until the Obligations are fully satisfied as follows:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Debtor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Debtor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

(b) Maintenance of Licensed Trademarks. Debtor will not permit or consent to any action or omission by VILP whereby the Licensed Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, except as provided in Section 3(h) hereof, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Debtor shall cause VILP to act as a prudent owner of the Trademarks in determining whether and when to initiate, bring, defend, maintain or settle any litigation, opposition, cancellation or related legal proceedings in connection with the Trademarks. Debtor has advised Lender that VILP will let the registration expire of all the Trademarks on the Schedule of All Victory Trademarks except for the Licensed Trademarks (the "Expiration Trademarks"). Debtor further agrees to cause VILP to allow the expiration of the Expiration Trademarks and to not take or cause, either by itself or any of its affiliates, any action or make any filing which would preserve the existence of any of such Expiration Trademarks, without Lender's prior written consent which shall not be unreasonably withheld or delayed, but may be conditioned on including same as a Licensed Trademark as contemplated in this Security Agreement and the Trademark License Agreement.

(c) Indemnification. Lender shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Debtor under the Trademark License Agreement, except as provided in Section 2(c) hereof. **DEBTOR HEREBY AGREES TO INDEMNIFY LENDER FOR, AND TO SAVE LENDER HARMLESS FROM, ANY AND ALL LIABILITY ARISING FROM THE TRADEMARK LICENSE AGREEMENT OR FROM DEBTOR'S USE OF THE LICENSED TRADEMARKS THAT ARE CAUSED BY THE ACTS OR OMISSIONS OF DEBTOR OR ITS AGENTS** until, from and after the date that the Trademark License Agreement becomes unconditionally and irrevocably assigned to Lender and/or Purchaser as herein provided. This Security Agreement shall not place responsibility for the control, care or use of the Licensed Trademarks upon Lender and/or Purchaser, or make Lender and/or Purchaser responsible or liable for any negligence in the use of the Licensed Trademarks except as provided in Section 2(c) hereof; provided, however, the aforesaid indemnity shall not apply to any liability caused by Lender's gross negligence or willful misconduct.

(d) Limitation of Liens on Collateral. Debtor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Lender in and to any of Debtor's rights under the Trademark License Agreement against the claims and demands of all persons whomever.

(e) Limitations on Modifications. Debtor will not (i) amend, modify, terminate or waive any provision of the Trademark License Agreement in any manner which might materially adversely affect Debtor's right in the Licensed Trademarks, without the written consent of Lender, (ii) fail to exercise promptly and diligently each and every material right which it may have under

the Trademark License Agreement (other than any right of termination), without the prior written consent of Lender, or (iii) fail to deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to the Trademark License Agreement.

(f) Notices. Debtor will advise Lender promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Lender.

7. Lender's Appointment as Attorney-in-Fact.

(a) Appointment; Powers. Debtor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Debtor, to do the following:

(1) Upon the occurrence and continuance of a Default or any Event of Default under any of the Loan Documents, (i) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (ii) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (iii) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (iv) to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do.

(2) To monitor the status of and to attend to the renewal and maintenance of the Licensed Trademarks, at Debtor's expense, including without limitation, the filing of Section 8, Section 9 and Section 15 affidavits pursuant to 15 U.S.C. §§ 1058, 1059 and 1065.

(3) In the event that Lender learns of any infringement or threatened infringement of the Licensed Trademarks, or any unfair competition, passing-off or dilution with respect to the same, or any third party alleges or claims that said Licensed Trademarks are liable to cause deception or confusion to the public, or is liable to dilute or infringe any right of such third party, Lender may notify Debtor or its authorized representative giving particulars thereof.

(4) Lender may require Debtor to initiate, bring, defend, maintain or settle any litigation or related legal proceedings in connection with the enforcement of Debtor's rights under the Trademark License Agreement.

The aforesaid power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Debtor further agrees to execute any additional documents which Lender may require in order to confirm such power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) Limited Responsibilities. The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Execution of Power of Attorney. Upon request of Lender, Debtor shall execute and deliver to Lender a Power of Attorney for the implementation of the provisions of Section 7 hereof.

8. Performance by Lender of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Debtor to Lender on demand and shall constitute additional Obligations secured hereby.

9. Defaults. The term "Default" as used herein shall mean the occurrence of any one of the following.

(a) A Default or event of default (after any notice, grace or cure period provided in such Loan Documents) occurs under any of the other Loan Documents.

(b) Debtor fails, refuses or neglects, or cause others to fail, refuse or neglect, to perform and discharge fully and timely any of the covenants and agreements in this Security Agreement as and when called for and Debtor has not cured such failure, refusal or neglect within thirty (30) days after written notice of such failure, refusal or neglect from Lender, provided that if such cure cannot reasonably be completed within such 30 day period, then such failure, refusal or neglect shall not be a Default if Debtor promptly commences the cure thereof and diligently prosecutes such cure to completion within ninety (90) days of the written notice from Lender.

(c) Any representation or warranty made by Debtor herein is or becomes materially incorrect at any time, and Debtor has not cured such materially incorrect representation or warranty to make such representation or warranty then currently correct with respect to the issue that had caused such representation or warranty to be incorrect within thirty (30) days after written notice of such materially incorrect representation or warranty from Lender, provided that if such cure cannot reasonably be completed within such 30 day period, then such materially incorrect representation or warranty shall not be a Default if Debtor promptly commences the cure thereof and diligently prosecutes such cure to completion within ninety (90) days of the written notice from Lender.

10. Remedies, Rights Upon Default.

(a) If a Default shall occur and be continuing, Lender and/or Purchaser shall have the right under this Security Agreement or the power of attorney specified herein to take any and all actions and file any and all documents which are reasonably necessary to effectuate the rights contemplated by this Security agreement and the Trademark License Agreement.

(b) If any Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument

or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Debtor shall also be liable for any reasonable attorney's fees incurred by Lender with respect to the Obligations and the enforcement of any of Lender's respective rights hereunder.

11. Termination. At such time as Borrower shall completely pay and perform in full all of the Obligations and the Loan and all duties and liability of Lender under the Loan Documents are fully extinguished and terminated, this Security Agreement shall terminate and Lender shall execute and deliver, at Borrower's expense, to Debtor all such releases, deeds, assignments and other instruments as may be necessary or proper to terminate this Security Agreement.

12. Notices. Notwithstanding anything to the contrary in any of the Loan Documents, from and after the execution and delivery hereof, the sole and exclusive addresses for notices and other communications under the Loan Documents to the parties to this document, and the methods authorized to provide such notices shall be as set forth hereafter. All notices or other communications required or permitted to be given pursuant to this document and any and all of the Loan Documents shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (ii) by delivering same in person to the intended addressee; (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of delivery to the office of the intended addressee; or (iv) any other method of delivery which is commercially reasonable and customary. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth on their respective signature pages to this document. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other parties in the manner set forth herein.

13. No Waiver. No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by any of the Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Sections 5 and 7 hereof.

17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Texas.

19. Execution in Counterpart. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement under seal.

[Remainder of page intentionally left blank.]

LENDER:

Address for notices:

Wells Fargo Bank, National Association
(successor-by-merger to Wachovia Bank, N.A.)
2120 Park Place, Suite 100
El Segundo, California 90245
Attn: Carl Skanderup, Vice President
Loan No. WB11036

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Carl Skanderup

Title: Vice President

With a copy to:

Wells Fargo Bank, National Association
Real Estate Managed Asset Group
333 S. Grand Avenue, Suite 760
Los Angeles, California 90071
Attn: Loan Administration (Cathy E. Berg)
Loan No. WB11036

And to:


J. Richard White, Esq.
Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On SEPTEMBER 15th, 2011, before me, SUSAN MILANO, a Notary Public in and for said State, personally appeared Carl Skanderup, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Address for notices:

c/o Anland Holdings, Inc.
Attention: Associate General Counsel
3090 Olive Street, Suite 300
Dallas, Texas 75219

With a copy to

Anland Holdings, Inc.
Attention: Chief Legal Officer
5430 LBJ Freeway, Ste. 800
Dallas, Texas 75240

BORROWER:

Anland North, L.P.,
Anland North II, L.P.,
Anland North Commercial, L.P.,
Anland 2A, L.P.,
Anland 10, L.P.,
Anland 14, L.P., and
Anland South, L.P.,
each a Texas limited partnership

By: Anland GP, L.P.,
a Texas limited partnership,
their general partner

By: Anland Holdings, Inc.,
a Texas corporation,
its general partner

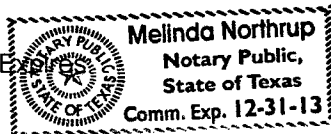
By: _____
Name: Kendall Reese
Title: Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on September 21 2011 by Kendall Reese, the Executive Vice President of Anland Holdings, Inc., a Texas corporation, on behalf of said corporation as the General Partner of Anland GP, L.P., a Texas limited partnership, on behalf of said limited partnership as the General Partner of Anland North, L.P., Anland North II, L.P., Anland North Commercial, L.P., Anland 2A, L.P., Anland 10, L.P., Anland 14, L.P., and Anland South, L.P., each a Texas limited partnership, on behalf of each limited partnership.

[SEAL]

My Commission Expires



Melinda Northrup
Notary Public - State of Texas

Printed Name of Notary Public