

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND COVENANTS

This SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND COVENANTS (this “**Agreement**”) is made and entered into by, on the one hand, the DALLAS POLICE & FIRE PENSION SYSTEM (“**DPFP**”), and, on the other hand, KENNETH COOLEY, Individually (“**Kenneth Cooley**”), JON DONAHUE, Individually (“**Jon Donahue**”), BRENT W. KROENER, Individually (“**Brent Kroener**”), CDK REALTY ADVISORS, LP, (“**CDK**”), CDK ADVISORS, LLC (“**CDKA**”), Marshall Edwards (“**Marshall Edwards**”), and, solely for the purposes of Section III.3 hereof, CDK REALTY MANAGEMENT, LLC. Kenneth Cooley, Jon Donahue, Brent Kroener, CDK, and CDKA are referred to herein collectively as the “**CDK Defendants**” and sometimes individually as a “**CDK Defendant**.” DPFP, the CDK Defendants, and Marshall Edwards, collectively, shall be referred to as the “**Parties**.” This Agreement is effective as of the Effective Date defined in Section 11 herein below.

I. Recitals

A. DPFP and CDK are parties to an Investment Management Agreement dated as of April 10, 2003, and a First Amendment to Investment Management Agreement dated as of July 15, 2014 (together referred to as the “**IMA**”). Pursuant to the IMA, CDK managed certain investments made by DPFP in projects and assets identified in the IMA and other projects and assets requested by DPFP (all investments, projects and assets managed by CDK for DPFP are collectively referred to herein as the “**DPFP Investments**”).

B. DPFP owns office condominium Unit 1 and CDK owns office condominium unit 2 of 4100 Harry Hines Condominium, located at 4100 Harry Hines Boulevard, Dallas, Texas 75219, under and subject to the provisions of that certain Condominium Declaration For 4100 Harry Hines Condominium executed as of July 31, 2009, recorded in the Real Property Records of Dallas County, Texas (the “**Condominium Declaration**”).

C. Disputes arose between CDK and DPFP concerning CDK’s services and fees under the IMA. On February 10, 2016, CDK filed its Original Petition, bringing claims against DPFP in the lawsuit now styled *CDK Realty Advisors, LP v. Dallas Police and Fire Pension System v. CDK Advisors, LLC, Brent W. Kroener, Kenneth Cooley, Jon Donahue, and Marshall Edwards*, Cause No. DC-16-01566, in the 192nd Judicial District Court for Dallas County, Texas (the “**Lawsuit**”). CDK filed its First Amended Original Petition in the Lawsuit on March 23, 2016 (the “**CDK First Amended Petition**”).

D. On April 5, 2016, DPFP timely filed its Original Answer to CDK’s First Amended Petition (the “**DPFP Answer**”) and its Original Counterclaim against CDK (“**DPFP’s Counterclaim**”) in the Lawsuit. DPFP also filed an Original Third-Party Petition against CDKA, Brent Kroener, Kenneth Cooley, Jon Donahue, and Marshall Edwards (“**DPFP’s Third-Party Petition**”) in the Lawsuit.

E. On May 20, 2016, CDK timely filed its Original Answer and Affirmative Defenses to DPFP’s Counterclaim in the Lawsuit, and CDKA, Brent Kroener, Kenneth Cooley, and Jon Donahue timely filed their Original Answer and Affirmative Defenses to DPFP’s Third-

Party Petition in the Lawsuit. CDK filed its Second Amended Original Petition in the Lawsuit on June 27, 2016 (the "**CDK Second Amended Petition**").

F. On June 6, 2016, Marshall Edwards timely filed his Original Answer to DPFP's Third-Party Petition in the Lawsuit. Marshall Edwards filed his First Amended Answer to DPFP's Third-Party Petition on July 14, 2016.

G. On August 9, 2016, the Parties participated in mediation of the disputes and claims between them in the Lawsuit.

H. The Parties have agreed to settle all disputes and controversies between them on the terms set forth in this Agreement, without admitting any liability or wrongdoing and without pursuing further litigation between them.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, promises, and releases set forth herein, and in full settlement of the DPFP-CDK Released Claims, the CDK Released Claims, the DPFP-Edwards Released Claims, and the Edwards Released Claims (all as defined herein below), the Parties hereby agree, on behalf of themselves and any and all of their respective predecessors, successors, assigns, and insurers, and any other parties or persons claiming by, through, or under any of the respective Parties hereto, as follows:

Terms and Conditions of Settlement

II. Representations And Warranties

A. DPFP represents that as of the Effective Date it holds and has the exclusive power and authority to assert and to compromise, settle and release any and all claims, demands, damages, losses, liabilities, actions, causes of action, and suits at law or in equity, if any, of whatever kind or nature, whether known or unknown, existing, actual or potential, past, present or future, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, mature, conditional or contingent, whether state or federal, and whether based on or arising under contract, tort, common law, statute, regulation, or any other legal theory, duty or basis, if any (specifically including, without limitation, piercing the corporate veil, partnership by estoppel, or some other vicarious liability theory), that DPFP had, has, may have or ever may have against: Kenneth Cooley, Individually; Jon Donahue, Individually; Brent Kroener, Individually; CDK; CDKA; and all of their respective present and former principals, limited partners, general partners, directors, officers, employees, staff, spouses, predecessors, successors, attorneys, accountants, representatives, trustees, advisors, consultants, adjustors, agents and insurers in their capacities as such (Kenneth Cooley, Jon Donahue, Brent Kroener and such other referenced persons and entities are collectively referred to as the "**CDK Released Parties**"), arising out of, based on or relating to any act, omission, contract, agreement, transaction, event, matter or thing that has occurred from the beginning of time through the Effective Date of this Agreement (all such claims, demands, damages, liabilities, actions, causes of action, and suits at law or in equity described in this Representation are collectively referred to herein as the "**DPFP-CDK Released Claims**"). Without limiting the foregoing, the DPFP-CDK Released Claims include, without limitation, any and all claims, demands, damages, losses, liabilities, actions, causes of action, and suits at law or in equity arising under, based on or relating to the IMA, any of the DPFP



Investments, the Condominium Declaration, the Fourth Floor (as defined herein below), or any of the events, transactions, occurrences, matters, acts or omissions referenced in the CDK First Amended Petition, the CDK Second Amended Petition, DPFP's Counterclaim or DPFP's Third-Party Petition, and any and all claims asserted or that could have been asserted by DPFP against any of the CDK Released Parties in DPFP's Counterclaim or DPFP's Third-Party Petition.

B. Each of the CDK Defendants represents that as of the Effective Date the CDK Defendants collectively hold and have the exclusive power and authority to assert and to compromise, settle and release any and all claims, demands, damages, losses, liabilities, actions, causes of action, and suits at law or in equity, if any, of whatever kind or nature, whether known or unknown, existing, actual or potential, past, present or future, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, mature, conditional or contingent, whether state or federal, and whether based on or arising under contract, tort, common law, statute, regulation, or any other legal theory, duty or basis, if any (specifically including, without limitation, piercing the corporate veil, partnership by estoppel, or some other vicarious liability theory), that the CDK Defendants had, have, may have or ever may have against DPFP and all of its present and former board of trustees, board members, directors, officers, principals, employees, staff, predecessors, successors, attorneys, accountants, representatives, trustees, advisors, consultants, adjustors, agents and insurers in their capacities as such (DPFP and such other referenced persons and entities are collectively referred to as the "**DPFP Released Parties**"), arising out of, based on or relating to any act, omission, contract, agreement, transaction, event, matter or thing that has occurred from the beginning of time through the Effective Date of this Agreement (all such claims, demands, damages, liabilities, actions, causes of action, and suits at law or in equity described in this Representation are collectively referred to herein as the "**CDK Released Claims**"). Without limiting the foregoing, the CDK Released Claims include, without limitation, any and all claims, demands, damages, losses, liabilities, actions, causes of action, and suits at law or in equity arising under, based on or relating to the IMA, any of the DPFP Investments, the Condominium Declaration, the Fourth Floor (as defined herein below), or any of the events, transactions, occurrences, matters, acts or omissions referenced in the CDK First Amended Petition, the CDK Second Amended Petition, DPFP's Counterclaim, or DPFP's Third-Party Petition, and any and all claims asserted or that could have been asserted by CDK against any of the DPFP Released Parties in the CDK Second Amended Petition.

C. Kenneth Cooley represents and warrants to DPFP that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him, each as of the Effective Date, the unencumbered values of the non-exempt assets he legally owns or has an interest in that could satisfy any judgment that might have been obtained by DPFP in the Lawsuit (the "**Cooley Assets**") are accurately summarized in the Certified Statement of Kenneth Cooley, dated as of September 30, 2016 submitted to DPFP's attorneys prior to execution of this Agreement (the "**Cooley Certified Statement**") and are not materially in excess of the sums listed in the Cooley Certified Statement. Kenneth Cooley further represents and warrants that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him or that was in his possession or control and he had reason to know, there are no non-exempt assets with a cumulative unencumbered value in excess of \$100,000 owned by Kenneth Cooley, or owned or held by a third party on his behalf, as his agent, or in trust for Kenneth Cooley, as of September 30, 2016, other than the Cooley Assets



listed or summarized in the Cooley Certified Statement. Kenneth Cooley has provided to DPFP's attorney, and by signing this Agreement DPFP acknowledges that DPFP's attorney has received, inspected and approved, reasonably sufficient source documents to support the information provided in the Cooley Certified Statement and to reasonably substantiate the sum of the unencumbered values of the non-exempt assets stated therein.

D. Jon Donahue represents and warrants to DPFP that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him, each as of the Effective Date, the unencumbered values of the non-exempt assets he legally owns or has an interest in that could satisfy any judgment that might have been obtained by DPFP in the Lawsuit (the "**Donahue Assets**") are accurately summarized in the Certified Statement of Jon Donahue, dated as of September 30, 2016 submitted to DPFP's attorneys prior to execution of this Agreement (the "**Donahue Certified Statement**") and are not materially in excess of the sums listed in the Donahue Certified Statement. Jon Donahue further represents and warrants that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him or that was in his possession or control and he had reason to know, there are no non-exempt assets with a cumulative unencumbered value in excess of \$100,000 owned by Jon Donahue, or owned or held by a third party on his behalf, as his agent, or in trust for Jon Donahue, as of September 30, 2016, other than the Donahue Assets listed or summarized in the Donahue Certified Statement. Jon Donahue has provided to DPFP's attorney, and by signing this Agreement DPFP acknowledges that DPFP's attorney has received, inspected and approved, reasonably sufficient source documents to support the information provided in the Donahue Certified Statement and to reasonably substantiate the sum of the unencumbered values of the non-exempt assets stated therein.

E. Brent Kroener represents and warrants to DPFP that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him, each as of the Effective Date, the unencumbered values of the non-exempt assets he legally owns or has an interest in that could satisfy any judgment that might have been obtained by DPFP in the Lawsuit (the "**Kroener Assets**") are accurately summarized in the Certified Statement of Brent Kroener, dated as of September 30, 2016 submitted to DPFP's attorneys prior to execution of this Agreement (the "**Kroener Certified Statement**") and are not materially in excess of the sums listed in the Kroener Certified Statement. Brent Kroener further represents and warrants that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him or that was in his possession or control and he had reason to know, there are no non-exempt assets with a cumulative unencumbered value in excess of \$100,000 owned by Brent Kroener, or owned or held by a third party on his behalf, as his agent, or in trust for Brent Kroener, as of September 30, 2016, other than the Kroener Assets listed or summarized in the Kroener Certified Statement. Brent Kroener has provided to DPFP's attorney, and by signing this Agreement DPFP acknowledges that DPFP's attorney has received, inspected and approved, reasonably sufficient source documents to support the information provided in the Kroener Certified Statement and to reasonably substantiate the sum of the unencumbered values of the non-exempt assets stated therein.

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F. CDK represents and warrants to DPFP that, to the best of its actual knowledge and based on its opinion of value or other evidence of value actually known by it, each as of the Effective Date, the unencumbered values of the non-exempt assets it legally owns or has an interest in, and the unencumbered values of the non-exempt assets that CDK has transferred to any successor or affiliated entity, if any, that could satisfy any judgment that might have been obtained by DPFP in the Lawsuit (collectively, the “**CDK Assets**”) are accurately summarized in the Certified Statement of CDK Realty Advisors, LP, dated as of September 30, 2016 submitted to DPFP’s attorneys prior to execution of this Agreement (the “**CDK Certified Statement**”) and are not materially in excess of the sums listed in the CDK Certified Statement. CDK further represents and warrants that, to the best of its actual knowledge and based on its opinion of value or other evidence of value actually known by it or that was in its possession or control and it had reason to know, there are no non-exempt assets with a cumulative unencumbered value in excess of \$100,000 owned by CDK, or owned or held by a third party on its behalf, as its agent, or in trust for CDK, as of September 30, 2016, other than the CDK Assets listed or summarized in the CDK Certified Statement. CDK has provided to DPFP’s attorney, and by signing this Agreement DPFP acknowledges that DPFP’s attorney has received, inspected and approved, reasonably sufficient source documents to support the information provided in the CDK Certified Statement and to reasonably substantiate the sum of the unencumbered values of the non-exempt assets stated therein. In addition, CDK represents and warrants to DPFP that, to the best of its actual knowledge and based on its opinion of value or other evidence of value actually known by it as of the Effective Date, (i) CDK is not insolvent, (ii) CDK will not become insolvent as a result of any of the transfers to be made by CDK under this Agreement, (iii) the transfers CDK may make as a result of this Agreement will not leave CDK with unreasonably small capital, and (iv) the transfers CDK may make as a result of this Agreement will not cause CDK to incur debts which are beyond CDK’s ability to pay such debts as they mature.

G. CDKA represents and warrants to DPFP that, to the best of its actual knowledge and based on its opinion of value or other evidence of value actually known by it, each as of the Effective Date, the unencumbered values of the non-exempt assets it legally owns or has an interest in that could satisfy any judgment that might have been obtained by DPFP in the Lawsuit (the “**CDKA Assets**”) are accurately summarized in the Certified Statement of CDK Advisors, LLC, dated as of September 30, 2016 submitted to DPFP’s attorneys prior to execution of this Agreement (the “**CDKA Certified Statement**”) and are not materially in excess of the sums listed in the CDKA Certified Statement. CDKA further represents and warrants that, to the best of its actual knowledge and based on its opinion of value or other evidence of value actually known by it or that was in its possession or control and it had reason to know, there are no non-exempt assets with a cumulative unencumbered value in excess of \$100,000 owned by CDKA, or owned or held by a third party on its behalf, as its agent, or in trust for CDKA, as of September 30, 2016, other than the CDKA Assets listed or summarized in the CDKA Certified Statement. CDKA has provided to DPFP’s attorney, and by signing this Agreement DPFP acknowledges that DPFP’s attorney has received, inspected and approved, reasonably sufficient source documents to support the information provided in the CDKA Certified Statement and to reasonably substantiate the sum of the unencumbered values of the non-exempt assets stated therein.



H. The CDK Defendants hereby warrant that they will cooperate with reasonable requests made by DPFP to provide information and/or testimony concerning DPFP Investments that were previously under management by the CDK Defendants, on the following terms and conditions:

i. Any request by DPFP for information or testimony from the CDK Defendants shall be communicated by DPFP or DPFP's attorney to CDK's attorney, specifying the information requested by DPFP.

ii. DPFP shall reimburse the reasonable expenses incurred by the CDK Defendants in connection with any meetings or any search and production efforts, including copy costs, delivery expenses, travel expenses, attorneys' fees, and CDK employee time spent searching for, copying and producing the requested information.

iii. The CDK Defendants shall make a good faith effort to cooperate with the reasonable requests made by DPFP in accordance with the terms and conditions herein, by meeting and/or speaking with DPFP employees, agents, and/or attorneys, as reasonably requested by DPFP, subject to time constraints as agreed by DPFP and such CDK Defendant, and by producing non-privileged, non-confidential documents in the CDK Defendants' possession to DPFP as reasonably requested by DPFP. DPFP shall act in good faith to make any request for documents or to speak and/or meet with the CDK Defendants only as reasonably necessary.

iv. In the event that DPFP requests any of the CDK Defendants to provide testimony in a deposition or court proceeding (in which the CDK Defendants are not parties), or requests any of the CDK Defendants to produce documents in connection with an existing court proceeding against a person or entity with whom or which CDK has a relationship, the date for the giving of such testimony or production of such documents shall be scheduled in advance by agreement with the CDK Defendants. When the date for the testimony or document production is determined, DPFP shall cause a subpoena to be issued to the applicable CDK Defendant who is requested to provide testimony or produce documents, provided that such subpoena shall be served on CDK's attorney, not on the CDK Defendant personally. The CDK Defendants authorize DPFP to serve any such subpoena on CDK's attorney and agree that such service shall constitute service on the CDK Defendant. DPFP shall reimburse the CDK Defendants for their reasonable travel and other out-of-pocket expenses, including CDK Defendants' reasonable attorneys' fees, if any, incurred in connection with the appearance for such deposition or court proceeding or in connection with such document production.

v. Nothing contained in this Agreement shall constitute a waiver of any legal rights or obligations the CDK Defendants may have in connection with any request by DPFP, including without limitation to protect privileged or confidential information that belongs to the CDK Defendants, other clients of any CDK Defendants, or other persons or entities whose information or property is in the possession, custody or control of the CDK Defendants. Nothing in this Agreement obligates the CDK Defendants to produce to DPFP information that does not belong to the CDK Defendants or to DPFP. Nothing

contained in this Agreement shall constitute a waiver of the constitutional rights of any of the CDK Defendants, and the CDK Defendants are not obligated to produce any information or documents or give any testimony that would violate their constitutional rights.

I. DPFP represents that as of the Effective Date it holds and has the exclusive power and authority to assert and to compromise, settle and release any and all claims, demands, damages, liabilities, losses, actions, causes of action, and suits at law or in equity, if any, of whatever kind or nature, whether known or unknown, existing, actual or potential, past, present or future, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, mature, conditional or contingent, whether state or federal, and whether based on or arising under contract, tort, common law, statute, regulation, or any other legal theory, duty or basis, if any (specifically including, without limitation, piercing the corporate veil, partnership by estoppel, or some other vicarious liability theory), that DPFP had, has, may have or ever may have against Marshall Edwards, Individually, and all of his present and former principals, limited partners, general partners, directors, officers, employees, staff, spouses, predecessors, successors, attorneys, accountants, representatives, trustees, advisors, consultants, adjustors, agents and insurers in their capacities as such (Marshall Edwards and such other referenced persons and entities are collectively referred to as the **"Edwards Released Parties"**), arising out of, based on or relating to any act, omission, contract, agreement, transaction, event, matter or thing that has occurred from the beginning of time through the Effective Date of this Agreement (all such claims, demands, damages, liabilities, actions, causes of action, and suits at law or in equity described in this Representation are collectively referred to herein as the **"DPFP-Edwards Released Claims"**). Without limiting the foregoing, the DPFP-Edwards Released Claims include, without limitation, any and all claims, demands, damages, losses, liabilities, actions, causes of action, and suits at law or in equity arising under, based on or relating to the IMA, any of the DPFP Investments, or any of the events, transactions, occurrences, matters, acts or omissions referenced in the CDK First Amended Petition, the CDK Second Amended Petition, DPFP's Counterclaim or DPFP's Third-Party Petition, and any and all claims asserted or that could have been asserted by DPFP against any of the Edwards Released Parties in DPFP's Counterclaim or DPFP's Third-Party Petition.

J. Marshall Edwards represents that as of the Effective Date he holds and has the exclusive power and authority to assert and to compromise, settle and release any and all claims, demands, damages, liabilities, losses, actions, causes of action, and suits at law or in equity, if any, of whatever kind or nature, whether known or unknown, existing, actual or potential, past, present or future, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, mature, conditional or contingent, whether state or federal, and whether based on or arising under contract, tort, common law, statute, regulation, or any other legal theory, duty or basis, if any (specifically including, without limitation, piercing the corporate veil, partnership by estoppel, or some other vicarious liability theory), that Marshall Edwards had, has, may have or ever may have against the DPFP Released Parties, arising out of, based on or relating to any act, omission, contract, agreement, transaction, event, matter or thing that has occurred from the beginning of time through the Effective Date of this Agreement (all such claims, demands, damages, liabilities, actions, causes of action, and suits at law or in equity described in this Representation are collectively referred to herein as the **"Edwards Released Claims"**). Without



limiting the foregoing, the Edwards Released Claims include, without limitation, any and all claims, demands, damages, losses, liabilities, actions, causes of action, and suits at law or in equity arising under, based on or relating to the IMA, any of the DPFP Investments, or any of the events, transactions, occurrences, matters, acts or omissions referenced in the CDK First Amended Petition, the CDK Second Amended Petition, DPFP's Counterclaim, or DPFP's Third-Party Petition, and any and all claims asserted or that could have been asserted by Marshall Edwards against any of the DPFP Released Parties in the Lawsuit.

K. Marshall Edwards represents and warrants to DPFP that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him, the unencumbered values of the non-exempt assets he legally owns or has an interest in that could satisfy any judgment that might have been obtained by DPFP in the Lawsuit (the "**Edwards Assets**") are summarized in the Certified Statement of Marshall Edwards, dated as of September 30, 2016 submitted to DPFP's attorneys prior to execution of this Agreement (the "**Edwards Certified Statement**") and are not materially in excess of the sums listed in the Edwards Certified Statement. Marshall Edwards further represents and warrants that, to the best of his actual knowledge and based on his opinion of value or other evidence of value actually known by him, there are no non-exempt assets with a cumulative unencumbered value in excess of \$100,000 owned by Marshall Edwards, or owned or held by a third party on his behalf, as his agent, or in trust for Marshall Edwards, as of September 30, 2016, other than the Edwards Assets listed or summarized in the Edwards Certified Statement. Marshall Edwards has provided to DPFP's attorney, and by signing this Agreement DPFP acknowledges that DPFP's attorney has received, inspected and approved, reasonably sufficient source documents to support the information provided in the Edwards Certified Statement and to reasonably substantiate the sum of the unencumbered values of the non-exempt assets stated therein.

L. Marshall Edwards hereby warrants that he will cooperate with DPFP to provide information and/or testimony concerning investments made on behalf of DPFP that were previously under management by the CDK Defendants, to the extent Marshall Edwards has knowledge of the same. Marshall Edwards shall make a good faith effort to cooperate by meeting and/or speaking with DPFP employees, agents, and/or attorneys, as reasonably requested by DPFP, provided that such requests are made to Mr. Edwards' counsel identified herein, subject to time constraints as agreed by DPFP and Marshall Edwards, and by producing documents to DPFP as reasonably requested by DPFP. DPFP shall act in good faith to make any request for documents or to speak and/or meet with Marshall Edwards only as reasonably necessary.

M. DPFP warrants and agrees that (i) the Cooley Certified Statement, the Donahue Certified Statement, the Kroener Certified Statement, the CDK Certified Statement, the CDKA Certified Statement, and the Edwards Certified Statement (each individually referred to as a "**Defendant's Certified Statement**" and collectively referred to as the "**Defendants' Certified Statements**") submitted by the CDK Defendants and Marshall Edwards to DPFP's attorneys, (ii) the contents of such Certified Statements, including the Cooley Assets, the Donahue Assets, the Kroener Assets, the CDK Assets, the CDKA Assets, and the Edwards Assets (each individually referred to hereinafter as a "**Defendant's Assets**" and collectively referred to as the "**Defendants' Assets**"), and (iii) all source documents and the information contained therein



submitted by the CDK Defendants and Marshall Edwards to DPFP's attorney pursuant to Sections II.C., II.D., II.E., II.F., II.G., and II.K. above, are and shall be kept confidential and shall not be disclosed by DPFP or DPFP's attorneys to the media, the public, or any other person or entity who is not a Party to this Agreement; except that such information may be disclosed (i) to the court if necessary (but only such information that pertains to the applicable defendant) in a proceeding for breach of a Defendant's Financial Representations and Warranties (defined below) given in this Agreement, (ii) to the extent such information is required to be provided pursuant to subpoena or Public Information Act request, or (iii) to the applicable bankruptcy court or trustee, if necessary and to the extent required by or in accordance with applicable bankruptcy law or rule (but only such information that pertains to the applicable bankruptcy debtor), in the event any of the CDK Defendants or Marshall Edwards commences a voluntary bankruptcy case, or an involuntary bankruptcy case is commenced against any of the CDK Defendants or Marshall Edwards and such involuntary case is not dismissed within sixty (60) days, and the applicable bankruptcy debtor, or the applicable trustee or representative of the applicable bankruptcy debtor in such bankruptcy case, attempts to avoid any of the transactions contemplated under this Agreement. In the event DPFP is served with a subpoena or Public Information Act request (each is hereafter referred to as a "**Subpoena**") requesting production of any of the Defendants' Certified Statements or source documents or supporting information that was provided by the CDK Defendants or Marshall Edwards under this Agreement, DPFP agrees to give, as soon as practicable and prior to DPFP's production of any such materials or information pursuant to the Subpoena, prompt written notice and a copy of such Subpoena to such of the CDK Defendants and Marshall Edwards whose Certified Statement or information is requested in the Subpoena, so that such CDK Defendants and Marshall Edwards, as applicable, may take such lawful steps (at their own expense) as they may deem necessary and appropriate to protect the confidentiality of such Certified Statements and information. (The respective representations and warranties given by the respective CDK Defendants and Marshall Edwards in Sections II.C., II.D., II.E., II.F., II.G., and II.K. above or in their respective Defendants' Certified Statements, concerning their respective Defendants' Assets, are hereinafter referred to individually as a "**Defendant's Financial Representations and Warranties**" and collectively as "**Defendants' Financial Representations and Warranties**".)

N. The Parties agree that all source documents and supporting information which were submitted by the CDK Defendants and Marshall Edwards to DPFP's attorney pursuant to Sections II.C., II.D., II.E., II.F., II.G., and II.K. above and inspected and returned by DPFP's attorney shall be maintained in safe-keeping by the respective attorneys for the CDK Defendants and Marshall Edwards for a period of four (4) years from the Effective Date of this Agreement, for possible future production to a court in the event of a dispute and enforcement proceeding concerning any alleged breach of a Defendant's Financial Representations and Warranties.

O. DPFP warrants and agrees that this Agreement has been fully approved by the Board of Trustees of DPFP in accordance with all applicable legal requirements, and that the persons who have signed this Agreement on behalf of DPFP have been fully authorized to sign and execute this Agreement on behalf of DPFP and to bind DPFP to this Agreement.



III. Payment Terms and Other Covenants and Conditions

1. **Insurance Payment.** On such date as may be mutually agreed upon by the CDK Defendants and DPFP, but not later than thirty (30) calendar days after the Effective Date of this Agreement (the “**Closing Date**”), the CDK Defendants shall cause their insurer to pay to DPFP the sum of EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 (\$800,000.00) by wire transfer in escrow to the Title Company identified in Section 2.1 below, which Title Company shall, upon consummation of the Closing (defined in Section 2.1 below), wire transfer such amount to the following account: Dallas Police and Fire Pension System, Account No. 9009000127, Account Name PTFS, ABA No. 021000021, at JPMorgan Chase Bank, N.A., (the “**Insurance Payment**”). The Insurance Payment constitutes earmarked proceeds from CDK’s insurance policy number 8221-3740, which covers Kenneth Cooley, Jon Donahue, and Brent Kroener, as insured parties, and represents partial consideration for the compromise and release of all claims which DPFP has, may have had, or may have against Kenneth Cooley, Jon Donahue, and Brent Kroener, as set forth in Section 6 below.

2. **Conveyance of Fourth Floor.** On the Closing Date, CDK shall assign, transfer, and convey to DPFP, and DPFP shall receive and accept such transfer from CDK of, all of CDK’s rights, title, and interest in and to Unit 2 of 4100 Harry Hines Condominium (the “**Fourth Floor**”) located at 4100 Harry Hines Boulevard, Dallas, Texas 75219 (as more specifically described in Exhibit A attached hereto and incorporated herein for all purposes) free and clear of all liens, claims, and encumbrances, except those set forth on Exhibit B attached hereto (the “**Permitted Exceptions**”). The transfer of the Fourth Floor represents partial consideration for the compromise and release of all claims which DPFP has, may have had, or may have against CDK.

2.1 **Closing Time, Place, and Escrow Agent**

The payment of funds described in Section 1 above, and the execution, delivery and exchange of documents and funds, if any, described in this Section 2 (the “**Closing**”) shall take place at the offices of Diamond McCarthy, 2711 N. Haskell Ave., Suite 3100, Dallas, Texas 75204, under the supervision of and through an escrow with Lawyers Title Company, as escrow agent and as issuing agent for Fidelity National Title Insurance Company, 2531 Martin Luther King Jr. Blvd., Dallas, Texas, 75215, Attention: Howard Carter (the “**Title Company**”).

2.2 **Closing Deliverables for the Fourth Floor**

At the Closing, CDK shall deliver or cause to be delivered to the Title Company, in escrow for DPFP, at CDK’s expense, each of the following items:

2.2.1 The Special Warranty Deed attached hereto as Exhibit C (the “**Deed**”), duly executed and acknowledged by CDK, and in form for recording, conveying good and indefeasible fee simple title in the Fourth Floor to DPFP, subject only to the Permitted Exceptions;

2.2.2 The certificate attached hereto as Exhibit D (the “**FIRPTA Certificate**”), duly executed by CDK;

2.2.3 The Assignment attached hereto as Exhibit E (the “**Assignment**”), duly executed by CDK;

2.2.4 Such evidence or documents as may be reasonably required by the Title Company or DPFP evidencing the status and capacity of CDK and the authority of the person or persons who are executing the various documents on behalf of CDK in connection with the conveyance of the Fourth Floor; and

2.2.5 Any other additional documents and instruments as may be reasonably requested by the Title Company as necessary for the proper consummation of this transaction.

2.2.6 Upon consummation of the Closing, CDK shall deliver possession of the Fourth Floor to DPFP.

At such Closing, DPFP shall deliver or cause to be delivered to the Title Company, in escrow for CDK, at DPFP’s expense, the following items:

2.2.7 The Affidavit of Transferee attached hereto as Exhibit F, duly executed and acknowledged by DPFP;

2.2.8 The Assignment, duly executed by DPFP;

2.2.9 Such evidence or documents as may reasonably be required by the Title Company or CDK evidencing the status and capacity of DPFP and the authority of the person or persons who are executing the various documents on behalf of DPFP in connection with the conveyance of the Fourth Floor; and

2.2.10 Any other additional documents and instruments as may be reasonably requested by the Title Company as necessary for the proper consummation of this transaction.

2.3 Additional Documents and Conditions; Costs

2.3.1 Additional Documents. CDK and DPFP shall attempt in good faith to reach agreement on the form and substance of any document to be executed by CDK and/or DPFP at the Closing which is not attached as an Exhibit to this Agreement or for which the form and substance have not been agreed to by the Parties in this Agreement.

2.3.2 Costs. The CDK Defendants and DPFP agree that, except for (i) utility costs which are separately metered in the name of CDK with respect to the Fourth Floor, (ii) those condominium fees and assessments, common area maintenance charges, and other costs and expenses, attributable to the Fourth Floor, which have already been paid by CDK, and (iii) any maintenance, janitorial

and other costs, if any, which were otherwise independently incurred by CDK through a contract directly between CDK and a third party in relation to the Fourth Floor (collectively, the “**CDK Fourth Floor Costs**”), DPFP shall be responsible for payment of any and all unpaid property taxes and assessments (if any), utilities, operating expenses, condominium fees and assessments, common area maintenance assessments, and other costs, expenses or liabilities, associated with the Fourth Floor, that have come due, that are currently due, or that come due in the future, attributable to the period up to and through the Closing Date or thereafter. CDK and DPFP shall not prorate any taxes, utilities, operating expenses, condominium fees or assessments, common area maintenance assessments, or other costs, expenses or liabilities associated with the Fourth Floor as of the Closing Date or for any period before or after the Closing Date. DPFP shall be responsible for paying DPFP’s attorneys’ fees, all escrow fees, all title insurance premiums (if any) for any title insurance obtained by or for the benefit of DPFP or any lender to DPFP, and all other closing costs in connection with conveyance of the Fourth Floor, except that CDK shall pay CDK’s attorneys’ fees and any costs incurred in the discharge of any liens and encumbrances on the Fourth Floor (other than the Permitted Exceptions).

2.3.3 Conditions. DPFP’s obligations under Section 2 of this Agreement and its agreement to accept conveyance of the Fourth Floor are conditioned on each of the following being true and correct at the Closing, provided DPFP has no knowledge of the falsity of any of the following statements:

2.3.3.1 Title. CDK owns good and indefeasible title to the Fourth Floor.

2.3.3.2 Authority. CDK is duly organized and validly existing under the laws of the state of its organization and CDK, and each person and entity executing on behalf of CDK, has all requisite power and authority to enter into and perform this Agreement and enter into all closing documents to be executed and delivered by CDK, including, without limitation, the Deed, the FIRPTA Certificate, and the Assignment.

2.3.3.3 Foreign Investor Disclaimer. DPFP is not a “foreign person”, as such term is defined in Section 1445 of the Internal Revenue Code (the “**Code**”), and the sale of such Fourth Floor is not subject to the federal income tax withholding requirements of such section of the Code.

2.3.3.4 Actions. To CDK’s knowledge, except for the Lawsuit or any claim by DPFP, there is no action, suit, proceeding or claim threatened against or affecting the Fourth Floor, or threatened against or affecting CDK, and relating to or arising out of the ownership, operation, use or occupancy of the Fourth Floor, pending or being prosecuted before or by any governmental authority, nor to the knowledge of CDK is any such action, suit, proceeding or claim threatened or being asserted.



2.3.3.5 Casualty. To CDK's knowledge, no portion of the Fourth Floor has been damaged by fire or other casualty that has not been repaired.

2.3.3.6 Other Transfer Rights. Except for this Agreement and the Condominium Declaration, there are no contracts or other obligations outstanding for the sale, exchange or transfer of any interest in the Fourth Floor.

2.3.3.7 Encumbrances. The CDK Defendants represent and warrant that except for the Permitted Exceptions, any and all liens, leases, purchase contracts or other encumbrances that may exist on the Fourth Floor will be released at Closing.

2.4 Additional Provisions Concerning Conveyance of the Fourth Floor

2.4.1 Inspection. DPFP shall have ten (10) days from the Effective Date of this Agreement (the "**Inspection Period**") in which to examine, inspect, and investigate the Fourth Floor (at DPFP's sole cost and expense) and, in DPFP's sole and absolute judgment and discretion, to determine whether the Fourth Floor is acceptable to DPFP. Notwithstanding anything to the contrary in this Agreement, DPFP may decline to accept transfer of the Fourth Floor under this Agreement by giving written notice of such declination to CDK Defendants on or before the last day of the Inspection Period, upon which notice the preamble of Section 2 and all of Sections 2.2 (including all subsections thereof), 2.3 (including all subsections thereof) and Subsections 2.4.2, 2.4.3 and 2.4.4 of this Agreement shall be deemed void but the rest of this Agreement shall remain in effect. In such event, (a) CDK shall continue to own the Fourth Floor and may attempt to sell or lease the Fourth Floor to another person or entity for such price (or in the case of a lease, for such rate, term and other terms) as CDK determines in its sole discretion, (b) the net proceeds of any such sale or lease by CDK (after deduction for closing costs, brokers' commissions, the payment of any liens and, in the case of a lease, the payment of leasing costs and tenant improvements paid by CDK) shall be divided 80% to DPFP and 20% to CDK, and (c) the provisions of Article XIII and section 3.1(c) of the Condominium Declaration shall not apply in connection with any such sale or lease by CDK. If DPFP does not give notice that DPFP declines to accept the transfer of the Fourth Floor as provided in the second sentence of this Section 2.4.1, DPFP shall be deemed to have waived its right to decline under this Section 2.4.1 and the terms of Section 2 and all of its subsections in this Agreement shall continue in full force and effect.

DPFP and its agents, employees, and representatives ("**DPFP's Consultants**") shall have a continuing right of reasonable access to the Fourth Floor prior to the Closing, for the purpose of conducting any inspections reasonably required by DPFP. Any access and inspection of the Fourth Floor by DPFP or DPFP's Consultants (during or after the Inspection Period) must be scheduled in advance with CDK. DPFP agrees to indemnify and hold the CDK Defendants harmless of and from any and all liabilities, losses, damages, claims,

demands and expenses, including, without limitation, court costs and attorney's fees, known or unknown, fixed or contingent, which arise from or are in any way related to any bodily or personal injury or property damage suffered by or caused by DPFP, DPFP's Consultants, or any other person who accesses or attends any inspection of the Fourth Floor during the pendency of this Agreement.

2.4.2 "As Is". DPFP HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE FOURTH FLOOR, PURSUANT AND SUBJECT TO ITS RIGHT TO INSPECTION IN SECTION 2.4.1 OF THIS AGREEMENT. DPFP HEREBY EXPRESSLY ACKNOWLEDGES THAT, IN ACCEPTING THE TRANSFER OF THE FOURTH FLOOR, DPFP IS NOT RELYING ON ANY DOCUMENT PROVIDED, NOR ON ANY STATEMENT OR OTHER ACTION OR INACTION, BY ANY OF THE CDK DEFENDANTS, OR ANY REPRESENTATIVE OF THE CDK DEFENDANTS, EXCEPT FOR THOSE EXPRESS REPRESENTATIONS, WARRANTIES AND AGREEMENTS IN THIS SECTION 2 OF THIS AGREEMENT AND THE WARRANTY IN THE SPECIAL WARRANTY DEED. DPFP HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE FOURTH FLOOR ON AN **"AS IS" AND WITH ALL FAULTS** BASIS, WITHOUT REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, WARRANTIES OF TITLE CONTAINED IN THE DEED DELIVERED AT CLOSING, AND ANY WARRANTIES OF CONTRACTORS, SUBCONTRACTORS, MANUFACTURERS AND DISTRIBUTORS RELATING TO THE FOURTH FLOOR AND ANY EQUIPMENT OR OTHER PROPERTY INSTALLED THEREIN THAT ARE ASSIGNED TO DPFP AT CLOSING. DPFP HEREBY ACKNOWLEDGES THAT CDK HAS DISCLAIMED, AND CDK HEREBY DISCLAIMS, ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE FOURTH FLOOR AND (EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2) ALL OTHER MATTERS OF ANY KIND OR NATURE CONCERNING THE FOURTH FLOOR, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, OR FITNESS FOR ANY PURPOSE.

2.4.3 Indemnity by CDK Defendants. THE CDK DEFENDANTS AGREE TO INDEMNIFY AND HOLD DPFP HARMLESS OF AND FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES (EXCEPT THOSE ITEMS WHICH BY THIS CONTRACT SPECIFICALLY BECOME THE OBLIGATION OF DPFP), KNOWN OR UNKNOWN, FIXED OR CONTINGENT, (A) WHICH ARE IN

ANY WAY RELATED TO ANY BROKER'S FEE OR OTHER FEE CLAIMED TO BE EARNED, DUE OR OWED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT BY ANY PARTY, PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER CDK, OR (B) WHICH ARE CDK FOURTH FLOOR COSTS (DEFINED IN SECTION 2.3.2 ABOVE) THAT AROSE OR ACCRUED PRIOR TO THE CLOSING DATE; PROVIDED, HOWEVER, THIS INDEMNITY SHALL NOT APPLY WITH RESPECT TO MATTERS (1) CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DPFP OR DPFP'S CONSULTANTS OR THE PROPERTY MANAGER, OR (2) ANY MATTERS FOR WHICH DPFP SHALL HAVE LIABILITY TO ANY OF THE CDK DEFENDANTS.

2.4.4 Indemnity by DPFP. DPFP AGREES TO INDEMNIFY AND HOLD THE CDK DEFENDANTS HARMLESS OF AND FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES (EXCEPT THOSE ITEMS WHICH BY THIS CONTRACT SPECIFICALLY BECOME THE OBLIGATION OF THE CDK DEFENDANTS), KNOWN OR UNKNOWN, FIXED OR CONTINGENT, (A) WHICH ARE IN ANY WAY RELATED TO ANY BROKER'S FEE OR OTHER FEE CLAIMED TO BE EARNED, DUE OR OWED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT BY ANY PARTY, PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER DPFP, OR (B) WHICH ARE COSTS THAT AROSE OR ACCRUED AFTER THE CLOSING DATE WITH RESPECT TO THE BUILDING, COMMON AREAS OR FOURTH FLOOR OR COSTS THAT AROSE OR ACCRUED PRIOR TO THE CLOSING DATE WITH RESPECT TO THE BUILDING, COMMON AREAS OR FOURTH FLOOR BUT ARE NOT "CDK FOURTH FLOOR COSTS" (DEFINED IN SECTION 2.3.2 ABOVE); PROVIDED, HOWEVER, THIS INDEMNITY SHALL NOT APPLY WITH RESPECT TO MATTERS (1) CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CDK DEFENDANTS, OR (2) ANY MATTERS FOR WHICH THE CDK DEFENDANTS SHALL HAVE LIABILITY TO DPFP. CDK Defendants represent to DPFP that, as of the Effective Date, the CDK Defendants do not have actual knowledge of any specific unpaid costs that arose or accrued prior to the Effective Date, with respect to the Fourth Floor only, that (i) are not "CDK Fourth Floor Costs" (defined in Section 2.3.2 above) and (ii) have not been previously disclosed to DPFP or its agents or representatives or which DPFP or its agents or representatives or the property manager for the building do not already know or otherwise have reason to know about.

2.4.5 Tax Valuation. DPFP and the CDK Defendants agree that, for income tax purposes and the issuance of any applicable tax form in connection with transfer of the Fourth Floor to DPFP hereunder, the value attributable to the Fourth Floor conveyed to DPFP hereunder is \$1,200,000.00 (the "**Attributable**

Value”). DPFP and the CDK Defendants further agree that the Attributable Value of the Fourth Floor shall also apply in the context of any bankruptcy or other insolvency proceeding commenced by or against any of the CDK Defendants.

3. CDK Multifamily Fund. The provisions of this Section 3 and the subsections below shall only apply if DPFP owns a membership interest in CDK Multifamily I, LLC (“**CDK Multifamily**”) on the Effective Date of this Agreement and shall remain applicable (in accordance with the terms and conditions set forth below) only as long as DPFP owns a membership interest in CDK Multifamily. If DPFP sells, transfers or otherwise divests or is divested of its membership interest in CDK Multifamily after the Effective Date of this Agreement, then the provisions of the subsections below in this Section 3 shall automatically terminate and shall no longer be effective or apply as of and after the date DPFP ceases to own a membership interest in CDK Multifamily. Notwithstanding anything contained in this Agreement, the provisions of this Section 3 and its subsections shall not inure to the benefit of or apply to any transferee, successor or assignee of DPFP’s membership interest in CDK Multifamily.

3.1 Waiver of Certain Future Management Fees From DPFP. As of the Effective Date of this Agreement, as further consideration for the releases granted to them in this Agreement, the CDK Defendants agree to and hereby waive all claims to, rights to, and interest, whether direct or indirect, in payment of any and all “**Management Fees**” (as that term is defined in the Second Restated and Amended Company Agreement of CDK Multifamily I, LLC dated June 30, 2014 (the “**MFF Agreement**”)) that may be accrued to, assessed on, or otherwise imposed upon DPFP under the MFF Agreement, attributable to DPFP’s membership interest in CDK Multifamily for any time period after the earlier of (i) June 30, 2019, or (ii) (subject to the provisions in Section 3.3 below) the date on which Marshall Edwards is no longer actively involved as a consultant or in any other working capacity with respect to the multi-family projects owned by CDK Multifamily listed in Subsection 3.5 below. CDK Realty Management, LLC, waives its right to such Management Fees from DPFP for the time period referenced above and agrees not to make a capital call of DPFP for the payment of capital to fund such Management Fees. Except for the agreement concerning the remittance of Three-Year MFF Fees (defined in Section 3.2 below) to Marshall Edwards as provided in Section 3.3 below, nothing in this Agreement is intended to affect, alter or limit any existing or future relationship, agreements or financial arrangements (if any) between the CDK Defendants and Marshall Edwards or the rights of the CDK Defendants and Marshall Edwards to make or change such relationship, agreements or arrangements between them as they may mutually agree. Nothing in this Agreement shall affect the rights of the CDK Defendants or their affiliates, successors or assigns from receiving any incentive fees, success fees or other similar fees under or as described in the MFF Agreement.

3.2 Payment of Three-Year MFF Fees By DPFP. As of the Effective Date of this Agreement, DPFP hereby affirms its obligation to pay and agrees to pay all Management Fees accrued to, assessed on, or otherwise imposed upon DPFP for the period from the Effective Date through June 30, 2019, under the MFF Agreement (the “**Three-Year MFF Fees**”). DPFP shall pay the Three-Year MFF Fees only at such time as the same

become due and payable by DPFP under the terms of the MFF Agreement, and not before.

3.3 DPFP Three-Year MFF Fees To Be Forwarded To Edwards. As of the Effective Date of this Agreement, the Parties hereby agree that any and all Three-Year MFF Fees that DPFP pays to CDK Multifamily, and any and all of such Three-Year MFF Fees that CDK Realty Management, LLC, receives from CDK Multifamily, shall be remitted to Marshall Edwards by CDK Realty Management, LLC. The failure of DPFP to pay any portion of the Three-Year MFF Fees to CDK Multifamily or CDK Realty Management, LLC, and/or the failure of CDK Multifamily and/or CDK Realty Management, LLC to remit said Three-Year MFF Fees to Marshall Edwards as provided hereinabove, shall not impact or affect the releases contained in this Agreement of any claims or causes of action against Marshall Edwards or the Edwards Released Parties by DPFP, specifically including, but not limited to, any of the DPFP-Edwards Released Claims. In the event that (i) DPFP fails to timely pay and remit all or any portion of the Three-Year MFF Fees to CDK Multifamily or CDK Realty Management, LLC, as contemplated and provided herein, or (ii) CDK Multifamily or CDK Realty Management, LLC fails to promptly pay and remit to Marshall Edwards all or any portion of the Three-Year MFF Fees received by CDK Realty Management, LLC or CDK Multifamily from DPFP, then Marshall Edwards shall be entitled and permitted, at his sole and absolute discretion and election, to cease providing any consulting or other services to CDK Multifamily, CDK Realty Management, LLC, CDK, CDKA, or any affiliate, specifically including any and all consulting services relating to the Multifamily Projects identified and described in Section 3.5 below; *provided, however*, that if DPFP fails to timely pay and remit all or any portion of the Three-Year MFF Fees to CDK Multifamily or CDK Realty Management, LLC, as contemplated and provided herein, and as a result of such failure by DPFP Marshall Edwards elects, pursuant to his rights above in this sentence, to cease providing any consulting or other services relating to the Multifamily Projects, then (notwithstanding anything to the contrary contained in Section 3.1 above) (a) such cessation of services by Marshall Edwards shall not relieve or excuse DPFP from the failure to pay the Three-Year MFF Fees or the continuing obligation to pay the Three-Year MFF Fees as provided in Section 3.2 above, and (b) the waiver of Management Fees under clause (ii) of Section 3.1 above shall not apply as a result of such cessation of services by Marshall Edwards.

3.4 No Effect On Fees Due From Other Investors. Nothing in this Agreement shall affect assessment or payment of any other Management Fees under the MFF Agreement by any other members or investors in CDK Multifamily or any other parties to the MFF Agreement, except the Parties hereto.

3.5 Acknowledgments Concerning Marshall Edwards. The Parties hereby acknowledge, confirm, and agree that Marshall Edwards currently serves as a consultant on the following multi-family projects which are currently owned, in whole or in part, by CDK Multifamily (hereafter the “**Multifamily Projects**”):

- (Plano Project)
- (Katy Project)



- (Nashville Project)
- (San Antonio Project)
- (Houston Project)

The Parties acknowledge that Marshall Edwards personally is also a minority investor in and member of CDK Multifamily, just as are DPFP and some of the CDK Defendants. The Parties acknowledge and agree that Marshall Edwards is not now a manager, principal, officer, director, employee, or agent (either express or implied) of CDK Multifamily or CDK Realty Management, LLC, nor has he ever had management responsibility for CDK Multifamily or any of the Multifamily Projects. DPFP acknowledges and agrees that Marshall Edwards is a consultant to the Manager of CDK Multifamily and does not have any management responsibilities or fiduciary duties with respect to the Multifamily Projects, CDK Multifamily, or the investors in CDK Multifamily, including to DPFP. DPFP acknowledges and agrees that, as a consultant, Marshall Edwards reports to the Manager of CDK Multifamily and not to the investors, including DPFP. DPFP acknowledges and agrees that DPFP is not looking to Marshall Edwards to manage the Multifamily Projects or to provide any investment or management advice to DPFP, and that Marshall Edwards will not undertake or accept any such obligations, responsibilities or duties unless specified in a separate written agreement signed by Marshall Edwards.

The Parties acknowledge and agree (a) that Marshall Edwards has denied and disputes the factual and legal allegations made by DPFP in the Lawsuit concerning Marshall Edwards' relationship with CDK and/or CDKA and his alleged liability for losses allegedly suffered by DPFP on the DPFP Investments, and (b) that none of such allegations made by DPFP have been proved in court or determined by a court to be true.

The CDK Defendants acknowledge, confirm, and agree that Marshall Edwards is not currently, nor has he ever been, a general or limited partner in, or an owner, officer, director, manager, employee, or agent (either express or implied) of CDK or CDKA.

DPFP covenants, promises, and agrees that it will not hereafter make or assert any claim or cause of action against Marshall Edwards or any of the Edwards Released Parties, in which DPFP claims or alleges that Marshall Edwards is an owner, member, officer, director, manager, employee, or agent (either express or implied) of, or partner in, the CDK Defendants, CDK Multifamily (except as a limited partner) or CDK Realty Management, LLC, or that Marshall Edwards is personally liable for or responsible for any of the debts or obligations of the CDK Defendants, CDK Multifamily (except as a limited partner, on the same basis as any other limited partner) or CDK Realty Management, LLC (i) relating to the DPFP-Edwards Released Claims; and/or (ii) relating to Marshall Edwards' serving as a consultant to the Manager of CDK Multifamily in the future, as provided in this Agreement.

The Parties understand and acknowledge that Marshall Edwards is not a registered investment advisor, nor is he an employee of any registered investment advisor, and he will not be providing, nor will he be asked to provide, investment advice to DPFP relative to the Multifamily Projects or in connection with any other investment or project.



The Parties acknowledge and agree that their respective representations in the provisions of this Section 3.5 concerning Marshall Edwards are true, correct, and accurate, to the best of each of said Parties' respective knowledge.

4. The IMA. CDK hereby specifically waives its claim for past management fees under the IMA and its associated claim for attorney's fees asserted against DPFP in connection with the Lawsuit. DPFP agrees that all responsibilities, duties and obligations of the CDK Defendants under the IMA have been terminated and that CDK Defendants do not have or owe any duties or obligations to DPFP under the IMA.

5. Release of DPFP by CDK Defendants. Effective as provided in Section 10, and except for the obligations, representations, and warranties created in and arising under this Agreement or the Exhibits attached hereto, each of the CDK Defendants hereby fully releases and discharges the DPFP Released Parties from any and all CDK Released Claims (defined in Section II.B. above).

6. Release of CDK Defendants by DPFP. Effective as provided in Section 10, and except for the obligations, representations, and warranties created in and arising under this Agreement or the Exhibits attached hereto, DPFP hereby fully releases and discharges the CDK Released Parties from any and all DPFP-CDK Released Claims (defined in Section II.A. above).

7. Release of DPFP by Edwards. Effective as provided in Section 10, and except for the obligations, representations, and warranties created in and arising under this Agreement or the Exhibits attached hereto, Marshall Edwards hereby fully releases and discharges the DPFP Released Parties from the Edwards Released Claims (defined in Section II.J. above).

8. Release of Edwards by DPFP. Effective as provided in Section 10, and except for the obligations, representations, and warranties created in and arising under this Agreement or the Exhibits attached hereto, DPFP hereby fully releases and discharges the Edwards Released Parties from the DPFP-Edwards Released Claims (defined in Section II.I. above).

9. Dismissal of Lawsuit. Within seven (7) days after the occurrence of both (a) DPFP's receipt of the Insurance Payment and (b) consummation of the Closing, the Parties shall file an Agreed Notice of Dismissal of All Claims with Prejudice, in the Lawsuit, the form for which is attached hereto as Exhibit G.

10. Effectiveness of Releases; Remedies. The waivers set forth in Section 4 and the releases set forth in Sections 5, 6, 7, and 8 above shall become effective immediately upon the occurrence of both (a) DPFP's receipt of the Insurance Payment and (b) consummation of the Closing. **Such waivers and releases are specifically being given in reliance upon the representations and warranties and mutual releases of the Parties hereto, and in consideration for the transfers contemplated hereby. For the avoidance of doubt, and notwithstanding anything else set forth in this Agreement, the waivers, releases, and transfers being given and contemplated under this Agreement (i) are not being given on account of any antecedent debts held by any of the Parties, (ii) to the extent of any transfers, are given in consideration for reasonably equivalent value, and (iii) (in the event that any CDK Defendant becomes a debtor in bankruptcy in any bankruptcy proceeding**

commenced by or against such CDK Defendant, and a payment or transfer made by or on behalf of such CDK Defendant pursuant to this Agreement is set aside by the bankruptcy court or sought to be set aside by the bankruptcy debtor or applicable trustee in such bankruptcy proceeding,) do not waive or impair any right of DPFP to seek a determination of nondischargeability under 11 U.S.C. §§ 523 or 727 as to any debt (contingent or non-contingent, disputed or undisputed, liquidated or unliquidated, known or unknown) asserted by DPFP against such CDK Defendant in such bankruptcy proceeding commenced by or against such CDK Defendant.

In the event that a Party breaches a covenant or a representation and warranty given by that Party in this Agreement, the other Parties harmed by such breach may pursue an action against the breaching Party, for breach of this Agreement, to recover the actual damages caused by such breach. **If such breach is a breach of a Defendant's Financial Representations and Warranties (defined in Section II.M. above) due to the breaching Party's failure to include in his or its Defendant's Certified Statement any non-exempt asset or assets, collectively or individually of material unencumbered value, that was or were owned by the breaching Party as of the date indicated in his or its Defendant's Certified Statement but was or were omitted from such Defendant's Certified Statement ("Material Omitted Non-Exempt Asset(s)"), then the breaching Party shall be liable to DPFP for the unencumbered value of such Material Omitted Non-Exempt Asset(s) as STIPULATED ACTUAL DAMAGES for such breach of Defendant's Financial Representations and Warranties by such breaching Party.** Each Party shall be liable for only his or its own breach. No Party shall be liable (vicariously, jointly, severally or otherwise) for a breach committed solely by another Party, except that (a) CDKA may be liable (in its capacity as general partner of CDK) for a breach of this Agreement by CDK and (b) any Party with actual knowledge as of the Effective Date of a material misstatement made by another Party to this Agreement in a Certified Statement will be considered in breach of this Agreement and subject to suit for that breach. **In no event will any releases given in this Agreement be voided or rescinded due to any breach of this Agreement (including any breach of any Defendant's Financial Representations and Warranties) or for any other reason (except to the extent that a release given herein, to or by a Party who becomes a bankruptcy debtor, is set aside by a bankruptcy court in accordance with applicable law in a bankruptcy proceeding where such Party is a bankruptcy debtor).**

11. Effective Date. The "Effective Date" of this Agreement shall be the date on which this Agreement has been fully executed by all Parties, which shall be the latest date of execution according to the dates indicated next to the signatures of the Parties at the end of this Agreement.

12. No Other Representations or Reliance. The Parties hereby agree that all representations and warranties made by DPFP, CDK, CDKA, Kenneth Cooley, Jon Donahue, Brent Kroener, or Marshall Edwards that are made and contained in this Agreement or an Exhibit attached hereto or a Certified Statement referenced herein are material. Each Party has had ample opportunity to conduct his or its own investigation, due diligence and analysis concerning the Lawsuit, the claims and defenses asserted by or available to him or it, the claims released herein and the value thereof, the information contained in this Agreement and the Defendants' Certified Statements concerning the Defendants' Assets, the consideration given and received

under this Agreement and the value thereof, and such Party's financial condition and related considerations, and each Party enters into this Agreement in reliance solely on such Party's investigation, due diligence and analysis and the advice of such Party's counsel and advisors with respect to such matters. Except for the written warranties, representations, covenants, terms and conditions specifically set forth or referenced herein, in executing this Agreement, no Party has received nor relied upon any oral or written representation, statement or communication of any other Party or Party representative regarding any past or present fact, circumstance, condition, state of affairs, legal effect, or promise of future action.

13. Cooperation. The Parties agree to cooperate reasonably with each other and shall make, execute, acknowledge, deliver, record and file, or cause to be made, executed, acknowledged, delivered, recorded and filed, at such times and places as any of the Parties may reasonably deem necessary, all other documents and instruments as may be reasonably necessary in order to create, preserve and/or confirm the interest in and title to the property and rights hereby assigned, transferred, and/or conveyed and transferred herein.

14. Notices. Any notice given in connection with this Agreement to any of the Parties shall be given, by both hand delivery and certified mail, or by both facsimile and certified mail, to the following individuals indicated for the Party to whom the notice is intended:

For notice to DPFP:

Kelly Gottschalk
Joshua Mond
DALLAS POLICE & FIRE PENSION SYSTEM
4100 Harry Hines Blvd.
Suite 100
Dallas, Texas 75219
Telephone: (214) 638-3863
Facsimile: (214) 638-6403

With a copy to:

Andrea Kim
DIAMOND McCARTHY LLP
909 Fannin St.
Suite 1500
Houston, Texas 77010
Telephone: (713) 333-5100
Facsimile: (713) 333-5199



For notice to the CDK Defendants:

Brent Kroener
Ken Cooley
Jon Donahue
CDK REALTY ADVISORS, LP
2626 Cole Avenue
Suite 622
Dallas, Texas 75204
Telephone: (214) 253-2140
Facsimile: (214) 253-2141

With a copy to:

Steven Schneider
SCHNEIDER MILLER REYNOLDS, P.C.
300 N. Coit Road
Suite 1125
Richardson, Texas 75080
Telephone: (972) 479-1112
Facsimile: (972) 479-1113

For notice to Marshall Edwards:

Earl Nesbitt, Attorney for Marshall Edwards
NESBITT VASSAR & MCCOWN, L.L.P.
15851 Dallas Parkway
Suite 800
Addison, Texas 75001
Telephone: (972) 371-2411
Facsimile: (972) 371-2410.

Any Party may designate a different address for notices to such Party under this Agreement, by providing a notice (in accordance with this Section) informing all other Parties of such Party's new address for notices hereunder. Any such change of address for notices hereunder shall be effective five (5) business days after the notice of change of address was given.

15. No Third Party Beneficiaries. This Agreement provides no rights to any third party except to the extent expressly set forth herein.

16. Compromise of Disputed Claims; No Admissions. This Agreement is a negotiated compromise of disputed claims and shall not constitute or be deemed or used as an admission or evidence of fault, wrongdoing or liability by any Party. The payment or performance of anything or exchange of any consideration hereunder is given and accepted in settlement and compromise of disputed claims, is not given or accepted on account of an antecedent debt, is given and accepted on account of reasonably equivalent value, and is not intended and shall not be construed, deemed or used as an admission by any of the Parties of, or



as evidence of, any fault, wrongdoing, liability, validity or damages as to any allegations, claims, counterclaims, cross-claims or third-party claims asserted in the Lawsuit (or in any other civil, criminal, or administrative matter) or any claims released herein.

The Parties further acknowledge and agree:

(a) that DPFP has denied and disputes the factual and legal allegations made by CDK against DPFP in the Lawsuit and denies any responsibility or alleged liability for losses allegedly suffered by CDK or for any damages or other relief alleged, asserted or requested by CDK in the Lawsuit;

(b) that each of the CDK Defendants and Marshall Edwards have denied and disputes the factual and legal allegations made by DPFP against them in the Lawsuit and denies any responsibility or alleged liability for losses allegedly suffered by DPFP or for any damages or other relief alleged, asserted or requested by DPFP in the Lawsuit; and

(c) that none of the allegations, losses or damages asserted by DPFP or CDK in the Lawsuit have been proved in court or determined by a court to be true.

17. Jointly Drafted Negotiated Agreement. The Parties acknowledge that they have had the opportunity to be represented by counsel during negotiations of this Agreement and to consult with their respective attorneys regarding its meaning and effect. This Agreement shall be treated as jointly drafted, and will not be construed against any Party as drafter. The Parties agree that (a) the terms and provisions of this Agreement are not to be construed more strictly against either of the Parties by virtue of who drafted the term or provision; and (b) it is their mutual intention that the terms and provisions of this Agreement be construed as having the plain meaning of the terms used herein.

18. Joint Public Statement. The Parties agree that the joint statement attached hereto as Exhibit H (the “**Joint Statement**”) may be used in response to any media inquiries received by any Party concerning the Lawsuit, this Agreement, or the Parties’ settlement evidenced hereby. The Parties agree that the Joint Statement is accurate.

19. Entire Agreement. This Agreement constitutes the entire agreement among the Parties on the subjects addressed herein. No supplement, modification, amendment, waiver, or termination of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby. No contrary or supplementary oral agreement shall be admissible in a court to contradict, alter, supplement, or otherwise change the meaning of this Agreement.

20. Enforceability. If any term or provision of this Agreement shall be determined to be unenforceable, invalid, or illegal in any respect, the unenforceability, invalidity, or illegality shall not affect any other term or provision of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid, or illegal term or provision had never been contained herein. Notwithstanding the foregoing, the release provisions are material provisions of this Agreement and not subject to the terms of this Section. This Section shall not apply in the event a release provision is determined to be unenforceable, invalid or illegal in any respect.



21. Execution. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original and all of which together shall constitute one and the same Agreement. The signatories executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the Parties and entities for whom they sign. Signatures obtained by facsimile or email in PDF format or other electronic transmission shall be deemed to be original signatures. This Agreement shall not be effective until it has been executed by each Party and fully signed counterparts have been exchanged and delivered to all Parties.

22. Attorneys' Fees. Except as expressly provided in this Agreement, each Party agrees to bear its own fees and costs with respect to negotiation and preparation of this Agreement and performance of any duties required of the Party under this Agreement; in any matter involving, referring, or relating to the interpretation and enforcement of this Agreement; and in connection with any disputes that may arise between the Parties relating to this Agreement.

23. Governing Law and Venue. This Agreement is to be governed by the laws of the State of Texas. The Parties agree that venue for any proceeding to resolve any disputes that may arise between the Parties relating to this Agreement or the interpretation and enforcement of this Agreement shall be exclusively in a court of competent jurisdiction in Dallas County, Texas; and the Parties consent to the exclusive jurisdiction and to the exclusive venue of the courts in Dallas County, Texas, for these purposes.

24. Authority. Each Party warrants, represents and agrees that it, he or she (a) has not assigned, subrogated, pledged or transferred to any person, firm, partnership, corporation or other entity whatsoever any of the claims, counterclaims, actions, demands or causes of action to be released pursuant to the releases set forth in this Agreement; and (b) is fully authorized to enter into this Agreement without the consent of any third parties. Specifically, each person signing the Agreement represents and warrants that s/he has been authorized and empowered to sign this Agreement on behalf of the Party the person purports to represent and that this Agreement is lawful and is a binding obligation of the Party on whose behalf the person is signing.

25. This Agreement will inure to the benefit of and will be binding upon the Parties and their respective spouses, heirs, executors, successors, assigns, grantees, administrators and trustees.

[SIGNATURE PAGES FOLLOW]



Agreed to and executed by the Parties effective as of the Effective Date defined hereinabove.

DALLAS POLICE & FIRE PENSION SYSTEM

By: Kelly Gottschalk Date Signed: 2-1-17
Kelly Gottschalk
Executive Director, Dallas Police & Fire Pension System

By: Samuel L. Friar Date Signed: 2/1/2017
Samuel L. Friar
Chairman of the Board of Trustees, Dallas Police & Fire Pension System

APPROVED
AS TO
FORM:
Joshua Mont
General Counsel

MARSHALL EDWARDS

By: _____ Date Signed: _____
Marshall Edwards, Individually

KENNETH COOLEY

By: _____ Date Signed: _____
Kenneth Cooley, Individually

JON DONAHUE

By: _____ Date Signed: _____
Jon Donahue, Individually

BRENT W. KROENER

By: _____ Date Signed: _____
Brent W. Kroener, Individually

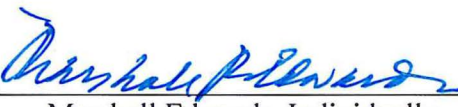
Agreed to and executed by the Parties effective as of the Effective Date defined hereinabove.

DALLAS POLICE & FIRE PENSION SYSTEM

By: _____ Date Signed: _____
Kelly Gottschalk
Executive Director, Dallas Police & Fire Pension System

By: _____ Date Signed: _____
Samuel L. Friar
Chairman of the Board of Trustees, Dallas Police & Fire Pension System

MARSHALL EDWARDS

By:  Date Signed: 12-28-16
Marshall Edwards, Individually

KENNETH COOLEY

By: _____ Date Signed: _____
Kenneth Cooley, Individually

JON DONAHUE

By: _____ Date Signed: _____
Jon Donahue, Individually

BRENT W. KROENER

By: _____ Date Signed: _____
Brent W. Kroener, Individually

Agreed to and executed by the Parties effective as of the Effective Date defined hereinabove.

DALLAS POLICE & FIRE PENSION SYSTEM

By: _____ Date Signed: _____
Kelly Gottschalk
Executive Director, Dallas Police & Fire Pension System

By: _____ Date Signed: _____
Samuel L. Friar
Chairman of the Board of Trustees, Dallas Police & Fire Pension System

MARSHALL EDWARDS

By: _____ Date Signed: _____
Marshall Edwards, Individually

KENNETH COOLEY

By:  Date Signed: 12/20/16
Kenneth Cooley, Individually

JON DONAHUE

By: _____ Date Signed: _____
Jon Donahue, Individually

BRENT W. KROENER

By: _____ Date Signed: _____
Brent W. Kroener, Individually

Agreed to and executed by the Parties effective as of the Effective Date defined hereinabove.

DALLAS POLICE & FIRE PENSION SYSTEM

By: _____ Date Signed: _____
Kelly Gottschalk
Executive Director, Dallas Police & Fire Pension System

By: _____ Date Signed: _____
Samuel L. Friar
Chairman of the Board of Trustees, Dallas Police & Fire Pension System

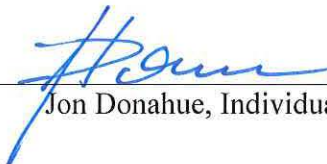
MARSHALL EDWARDS

By: _____ Date Signed: _____
Marshall Edwards, Individually

KENNETH COOLEY

By: _____ Date Signed: _____
Kenneth Cooley, Individually

JON DONAHUE

By:  _____ Date Signed: 12.20.2016
Jon Donahue, Individually

BRENT W. KROENER

By:  _____ Date Signed: 12.20.2016
Brent W. Kroener, Individually

CDK REALTY ADVISORS, LP

By CDK Advisors, LLC, its General Partner

By:  Date Signed: 12/20/16
Kenneth Cooley
Managing Member, CDK Advisors, LLC

By: _____ Date Signed: _____
Jon Donahue
Managing Member, CDK Advisors, LLC

By: _____ Date Signed: _____
Brent W. Kroener
Managing Member, CDK Advisors, LLC

CDK ADVISORS, LLC

By:  Date Signed: 12/20/16
Kenneth Cooley,
Managing Member, CDK Advisors, LLC

By: _____ Date Signed: _____
Jon Donahue,
Managing Member, CDK Advisors, LLC


By: _____ Date Signed: _____
Brent W. Kroener,
Managing Member, CDK Advisors, LLC

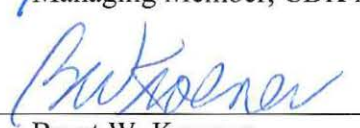
CDK REALTY MANAGEMENT, LLC (solely for the purposes of Section III.3 hereof)

By: _____ Date Signed: _____
Brent W. Kroener,
Manager, CDK Realty Management, LLC

CDK REALTY ADVISORS, LP
By CDK Advisors, LLC, its General Partner

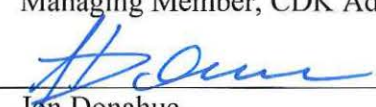
By: _____ Date Signed: _____
Kenneth Cooley
Managing Member, CDK Advisors, LLC


By:  Date Signed: 12.20.2016
Jon Donahue
Managing Member, CDK Advisors, LLC

By:  Date Signed: 12.20.2016
Brent W. Kroener
Managing Member, CDK Advisors, LLC


CDK ADVISORS, LLC

By: _____ Date Signed: _____
Kenneth Cooley,
Managing Member, CDK Advisors, LLC

By:  Date Signed: 12.20.2016
Jon Donahue,
Managing Member, CDK Advisors, LLC

By:  Date Signed: 12.20.2016
Brent W. Kroener,
Managing Member, CDK Advisors, LLC

CDK REALTY MANAGEMENT, LLC (solely for the purposes of Section III.3 hereof)

By:  Date Signed: 12.20.2016
Brent W. Kroener,
Manager, CDK Realty Management, LLC

ACKNOWLEDGMENT

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by **Kelly Gottchalk**, on this
1st day of February, ~~2016~~
2017

Carol S. Huffman
Notary Public
State of Texas

My commission expires:

11-10-2019



ACKNOWLEDGMENT

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by Samuel L. Friar, on this
1st day of February, 2016¹⁷

Carol S. Huffman
Notary Public
State of Texas

My commission expires:

11-10-2019



ACKNOWLEDGMENT

28th SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by **Marshall Edwards**, on this
day of December, 2016.



Stacy Guzman
Notary Public
State of Texas

My commission expires:

8-28-19

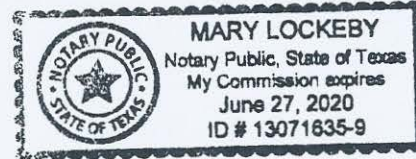
ACKNOWLEDGMENT

10th SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by **Kenneth Cooley**, on this
day of December 2016.

Mary Lockby
Notary Public
State of TX

My commission expires:

June 17, 2020



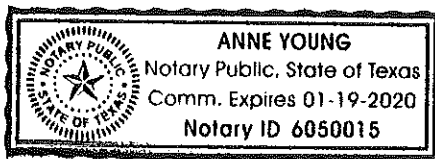
ACKNOWLEDGMENT

20th SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by **Jon Donahue**, on this
day of December, 2016.

Anne Young
Notary Public
State of Texas

My commission expires:

1-19-2020



ACKNOWLEDGMENT

20th SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by **Brent W. Kroener**, on this
day of December, 2016.

Anne Young
Notary Public
State of Texas

My commission expires:

1-19-2020

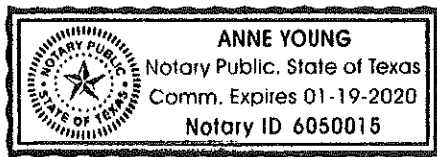


EXHIBIT A

PROPERTY DESCRIPTION

Unit 2 of 4100 Harry Hines Condominium, a Condominium Regime in the City of Dallas, Dallas County, Texas, according to the Condominium Declaration filed for record on August 6, 2009, and recorded under Clerk's File No. 200900224618 in the Condominium Records of Dallas County, Texas, together with a 7.81% undivided percentage interest in the Common Elements as described in said Condominium Declaration, and parking spaces 10 through 19 on the ground floor (lower level) of the structure parking garage as more particularly described in such Condominium Declaration.

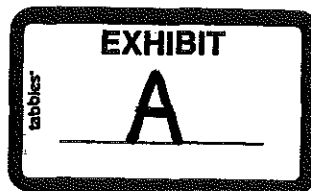
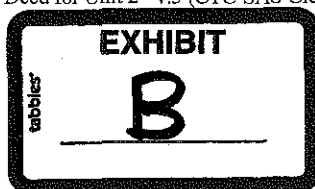


EXHIBIT B

PERMITTED EXCEPTIONS

1. Easements, setback lines, and other matters as shown on the plat recorded under file number 20080365731 of the County Clerk's Official Records of Dallas County, Texas.
2. The terms, provisions, conditions, easements, options, agreements, limitations on title, lien for continuing assessment, and all other provisions contained in, attached on exhibit(s), or incorporated by reference into the Condominium Declaration for 4100 Harry Hines Condominium, recorded under file number 200900224618 of the Condominium Records of Dallas County, Texas, as affected by instruments recorded under Clerk's File Nos. 200900227144 and 200900226866 of the Real Property Records of Dallas County, Texas.
3. City of Dallas Ordinance No. 6035 and 16928, as shown in the plat recorded in/under Volume 82186, Page 1356, of the County Clerk's Official Records of Dallas County, Texas.
4. Agreement by and between Transport Insurance Company and City of Dallas, recorded under Volume 82190, Page 1048, of the County Clerk's Official Records of Dallas County, Texas.
5. Notice of License filed October 8, 1996, recorded in/under Volume 96197, Page 1125, of the County Clerk's Official Records of Dallas County, Texas.
6. City of Dallas Ordinance No. 27105, filed April 9, 2008, recorded under file number 20080115586 of the County Clerk's Official Records of Dallas County, Texas.
7. Rights of 4100 Harry Hines Partners, L.P. or other third parties in and to or related to oil, gas or other minerals.
8. Rights of third parties in possession [this exception may be removed if it is not listed as an exception to insurance coverage under the final title insurance commitment or policy].

[Prior to the execution and delivery of this Deed, there shall be added to this list of Permitted Exceptions each and every other matter (if any) that appears, continues to appear or should reasonably appear as an exception to insurance coverage in that certain Commitment for Title Insurance No. 1901541600101, dated November 13, 2016, issued by Fidelity National Title Insurance Company, at the time of execution and delivery of this Deed, as such Commitment for Title Insurance may be amended from time to time prior to such execution and delivery of this Deed.]



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

CDK REALTY ADVISORS, LP, a Texas limited partnership (whether one or more, "Grantor"), for good and valuable consideration given by DALLAS POLICE AND FIRE PENSION SYSTEM, a governmental pension plan created under the laws of the State of Texas (whether one or more, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain condominium situated in Dallas County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said condominium, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

This conveyance is made subject and subordinate to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit B attached hereto and incorporated herein by reference for all purposes, but only to the extent they affect or relate to the Property, and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property beginning in calendar year 2016.

Grantor, at no expense to Grantor, will execute and deliver to Grantee such documents or instruments as may be reasonably requested by Grantee to further evidence or perform the intent of this Special Warranty Deed.



EXECUTED as of the date set forth below to be effective as of _____, 2016.

GRANTOR:

CDK REALTY ADVISORS, LP

By: CDK Advisors, LLC,
Its General Partner

By: _____
Name: _____
Title: Managing Member

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 2016, by _____, a Managing Member of CDK Advisors, LLC, a Texas limited liability company, the general partner of CDK Realty Advisors, LP, a Texas limited partnership, on behalf of said partnership.

[S E A L]

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

GRANTEE'S ADDRESS FOR TAX NOTICES:

Dallas Police and Fire Pension Fund
4100 Harry Hines Boulevard, Suite 100
Dallas, Texas 75219

EXHIBIT A

PROPERTY DESCRIPTION

Unit 2 of 4100 Harry Hines Condominium, a Condominium Regime in the City of Dallas, Dallas County, Texas, according to the Condominium Declaration filed for record on August 6, 2009, and recorded under Clerk's File No. 200900224618 in the Condominium Records of Dallas County, Texas, together with a 7.81% undivided percentage interest in the Common Elements as described in said Condominium Declaration, and parking spaces 10 through 19 on the ground floor (lower level) of the structure parking garage as more particularly described in such Condominium Declaration.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Easements, setback lines, and other matters as shown on the plat recorded under file number 20080365731 of the County Clerk's Official Records of Dallas County, Texas.
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3. City of Dallas Ordinance No. 6035 and 16928, as shown in the plat recorded in/under Volume 82186, Page 1356, of the County Clerk's Official Records of Dallas County, Texas.
4. Agreement by and between Transport Insurance Company and City of Dallas, recorded under Volume 82190, Page 1048, of the County Clerk's Official Records of Dallas County, Texas.
5. Notice of License filed October 8, 1996, recorded in/under Volume 96197, Page 1125, of the County Clerk's Official Records of Dallas County, Texas.
6. City of Dallas Ordinance No. 27105, filed April 9, 2008, recorded under file number 20080115586 of the County Clerk's Official Records of Dallas County, Texas.
7. Rights of 4100 Harry Hines Partners, L.P. or other third parties in and to or related to oil, gas or other minerals.
8. Rights of third parties in possession [this exception may be removed if it is not listed as an exception to insurance coverage under the final title insurance commitment or policy].

[Prior to the execution and delivery of this Deed, there shall be added to this list of Permitted Exceptions each and every other matter (if any) that appears, continues to appear or should reasonably appear as an exception to insurance coverage in that certain Commitment for Title Insurance No. 1901541600101, dated November 13, 2016, issued by Fidelity National Title Insurance Company, at the time of execution and delivery of this Deed, as such Commitment for Title Insurance may be amended from time to time prior to such execution and delivery of this Deed.]

FIRPTA CERTIFICATE

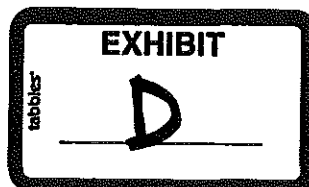
Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that the withholding of taxes is not required upon the disposition of U.S. real property interests by CDK REALTY ADVISORS, LP ("Transferor"), the undersigned hereby certifies the following to DALLAS POLICE AND FIRE PENSION SYSTEM ("Transferee"):

1. Transferor is a limited liability company organized under the laws of the State of Texas and has a U.S. employer identification number of 75-2930206;
2. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code or Income Tax Regulations); and
3. Transferor's address is c/o CDK Realty Advisors, LP, 2626 Cole Avenue, Suite 622, Dallas, Texas 75204.

Transferor understands this certification may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

I declare that I have examined this certification, and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[The balance of this page is intentionally blank.]



Dated: _____, 2016.

TRANSFEROR:

CDK REALTY ADVISORS, LP

By: CDK Advisors, LLC,
A Texas limited liability company,
Its General Partner

By: _____
Name: _____
Title: Member

ASSIGNMENT

This ASSIGNMENT (this "Assignment") is executed and delivered as of _____, 2016, by CDK REALTY ADVISORS, LP, a Texas limited partnership ("Assignor"), to DALLAS POLICE AND FIRE PENSION SYSTEM, a governmental pension plan created under the laws of the State of Texas ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of a certain condominium unit described in Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the "Property"); and

WHEREAS, simultaneously with the execution and delivery hereof, Assignor is executing and delivering to Assignee a Special Warranty Deed granting and conveying the Property to Assignee; and

WHEREAS, Assignor desires to assign to Assignee certain personal property hereinafter set forth, and Assignee desires to accept such assignment.

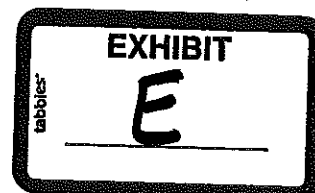
NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Transfer. Assignor has ASSIGNED, and by these presents does hereby ASSIGN unto Assignee, and Assignee hereby accepts such assignment of, all of Assignor's rights, titles, interests and privileges in and to the following:

(a) Tangible Items. All keys, equipment, fixtures, existing signage marking, identifying or advertising the Property, and other items of tangible personal property used in connection with the operation of the Property and attached to or situated in, on, or about the Property.

(b) Intangible Items. Any and all maintenance agreements, service agreements, contractors' bonds, warranties, guarantees, claims, indemnities, rights of use, permits, licenses, other contracts, or similar documents, including, without limitation, all certificates of occupancy, building permits, governmental registrations, filings, reports, approvals, documents prepared for or by, submitted to or received from any governmental or quasi-governmental agency, entity, or municipality, held and/or owned by Assignor pertaining to the buildings, improvements, fixtures, personalty and/or other properties comprising the Property and/or the Personalty or for the operation or use thereof, but only to the extent assignable by Assignor.

(c) Technical Items. Any and all plans, engineering plans, drawings, architectural drawings, shop drawings, specifications, surveys, blueprints, site plans, plats, mylars, designs, plans and surveys related to water, sewer, paving, grading and drainage, soils reports, environmental site assessments or audits, feasibility studies,



zoning documents, brochures, market materials, sales lists, and other technical descriptions that relate to the Property or the Personality.

(d) Other Items. Any and all other items of personal property (tangible or intangible) owned by and in possession or control of Assignor, that are necessary or useful for the use, operation or occupancy of the Property, and that pertain to the Property only.

All of the personal property described in Subsection 1(a) through (d) hereof shall be referred to collectively as the "Personalty."

2. Condition. (a) The Personality is assigned in an "as is" condition with all faults and defects, patent and latent, and (b) the assignment of all Personality hereunder is made without warranty, express or implied, including, without limitation, any implied warranty of fitness, habitability or suitability for any purpose.

3. Binding Effect. Assignor and Assignee agree that this Assignment and the provisions herein contained shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[The balance of this page is intentionally blank.]

EXECUTED as of the date first above written.

ASSIGNOR:

CDK REALTY ADVISORS, LP

By: CDK Advisors, LLC,
A Texas limited liability company,
Its General Partner

By: _____
Name: _____
Title: Managing Member

ASSIGNEE:

DALLAS POLICE AND FIRE PENSION
SYSTEM

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Joshua Mond, General Counsel

EXHIBIT A

PROPERTY DESCRIPTION

Unit 2 of 4100 Harry Hines Condominium, a Condominium Regime in the City of Dallas, Dallas County, Texas, according to the Condominium Declaration filed for record on August 6, 2009, and recorded under Clerk's File No. 200900224618 in the Condominium Records of Dallas County, Texas, together with a 7.81% undivided percentage interest in the Common Elements as described in said Condominium Declaration, and parking spaces 10 through 19 on the ground floor (lower level) of the structure parking garage as more particularly described in such Condominium Declaration.

AFFIDAVIT OF TRANSFeree
CONDOMINIUM INFORMATION STATEMENT

4100 HARRY HINES CONDOMINIUM

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

TRANSFeree: Dallas Police and Fire Pension System, a governmental pension plan created under the laws of the State of Texas

TRANSFEROR: CDK Realty Advisors, LP, a Texas limited partnership

CONDOMINIUM: 4100 Harry Hines Condominium, Dallas, Dallas County, Texas

UNIT: Unit 2

**CONDOMINIUM
TRANSFER DATE:** _____, 2016

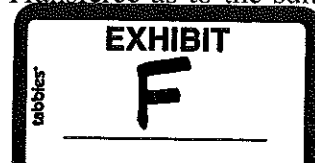
PURPOSES: This affidavit is made for the following purposes: (i) to induce lenders to make mortgage loans in connection with the purchase of units in the Condominium; (ii) to affirm Transferee's understanding with respect to the nature and condition of the Unit; and (iii) to induce title insurance companies to issue title insurance policies on units in the Condominium, knowing that the Transferor, lenders, and title insurance companies will rely on the truth of this affidavit.

BEFORE ME, the undersigned official, on this day personally appeared the authorized representative of the above-named Transferee, who is personally known to me, and first being duly sworn according to law upon such representative's oath deposed and said:

1. I am the authorized representative of the entity named above as Transferee. I am over the age of 18 years and am fully competent to make this affidavit. I have personal knowledge of all statements, matters, and facts stated herein, and all statements contained herein are true and correct.

2. On behalf of the Transferee, I signed the agreement with the Transferor providing, among other things, for the transfer of the Unit located in the Condominium, as described above.

3. On behalf of the Transferee, I am accepting the transfer of the Unit, in its current condition "as is," for the business and nonresidential use of, and occupancy by, the Transferee. In so accepting the Unit, the Transferee has (a) not sought out, nor is it relying upon, the skill or judgment of the Transferor nor its representatives in advising Transferee as to the suitability of



the Unit for any particular commercial or other use or other purpose for which the Transferee is receiving it, (b) assumed the responsibility to pay, and liability for, all unpaid assessments and other sums that are or could be secured by a condominium association lien pursuant to Chapter 82 of the Texas Property Code (the Texas Uniform Condominium Act), and (c) pursuant to Section 82.151 of the Texas Property Code, agreed with Transferor to waive, and Transferee has waived, the applicability to the Unit, and to such transfer, of all provisions of Subchapter D, entitled "Protection of Purchasers", of the Texas Uniform Condominium Act.

By: _____
Name: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of DALLAS POLICE AND FIRE PENSION SYSTEM, a governmental pension plan created under the laws of the State of Texas, on behalf of such plan.

[S E A L]

My Commission Expires:

Notary Public in and for the State of Texas

Printed Name of Notary Public

APPROVED AS TO FORM:

Joshua Mond, General Counsel

CAUSE NO. DC-16-01566

CDK REALTY ADVISORS, LP

Plaintiff,

v.

**DALLAS POLICE AND FIRE
PENSION SYSTEM,**

Defendant, Counter-Plaintiff

v.

**CDK ADVISORS, LLC, BRENT W.
KROENER, KENNETH COOLEY,
JON DONAHUE, and MARSHALL
EDWARDS**

Third Party Defendants

IN THE DISTRICT COURT

OF DALLAS COUNTY, TEXAS

192ND JUDICIAL DISTRICT

AGREED NOTICE OF DISMISSAL WITH PREJUDICE

Pursuant to Texas Rules of Civil Procedure, Plaintiff CDK Realty Advisors, LP (“CDK”), Defendant and Counter-Plaintiff Dallas Police and Fire Pension System (“DPFPS”), and Third-Party Defendants, CDK Advisors, LLC, Brent W. Kroener, Kenneth Cooley, Jon Donahue, and Marshall Edwards, Inc. (“Third-Party Defendants”) (collectively, CDK, DPFPS, and Third-Party Defendants are referred to herein as the “Parties”) hereby file this Agreed Notice of Dismissal with Prejudice, and advise the Court as follows:

1. On February 10, 2016, CDK filed its Original Petition, bringing claims against DPFPS in the above-captioned matter. On April 5, 2016, DPFPS timely filed its



Original Answer, its Original Counterclaim against CDK, and its Original Third-Party Petition against the Third-Party Defendants. Thereafter, CDK and the Third-Party Defendants answered DPFPS's Claims.

2. The Parties have now resolved their differences. CDK has agreed to dismiss with prejudice all of its claims asserted in this lawsuit against DPFPS. DPFPS has agreed to dismiss with prejudice all of its claims asserted in this lawsuit against CDK and all of its claims asserted in this lawsuit against any and all of the Third-Party Defendants.

3. Thus, CDK hereby dismisses, with prejudice, all of its asserted claims and causes of action against Defendant DPFPS.

4. Thus, DPFPS hereby dismisses, with prejudice, all of its asserted claims and causes of action against CDK and against all the Third-Party Defendants.

5. Because there are no other pending claims in CDK's Second Amended Original Petition, in DPFPS's Original Counterclaim against CDK, or in DPFPS's Original Third-Party Petition or raised in any other pleading, this dismissal constitutes a non-suit of the above-referenced lawsuit in its entirety.

6. Pursuant to the above-noted resolution, all parties have agreed to bear their own costs, expenses and (if any) attorneys' fees incurred to date in this action.

Respectfully submitted,

By: _____

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DRAFT ONLY FOR SETTLEMENT DISCUSSION PURPOSES

**SETTLEMENT OF LITIGATION BETWEEN DALLAS POLICE AND FIRE PENSION SYSTEM
AND CDK REALTY ADVISORS**

The Dallas Police and Fire Pension System and CDK Realty Advisors, LP have settled the existing litigation between the two organizations. The mediated settlement was approved [unanimously] by the Pension System's Board of Trustees on _____, 2016, and has been completed.

All claims asserted by the Pension System against CDK, its principals, and the other defendants in the lawsuit, and all claims by CDK against the Pension System, have been or will be dismissed in the litigation.

