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2626 Howell Street  
Dallas TX 75204

**FIFTH AMENDMENT TO MASTER CONDOMINIUM DECLARATION  
FOR BLOCKS A&B MASTER CONDOMINIUM**

This FIFTH AMENDMENT TO MASTER CONDOMINIUM DECLARATION FOR  
BLOCKS A&B MASTER CONDOMINIUM (this "Amendment") is made as of  
July 2, 2009 (the "Effective Date").

**RECITALS:**

A. Victory Plaza Buildings, L.P., a Texas limited partnership, as Declarant, has previously created Blocks A&B Master Condominium, pursuant to that certain Master Condominium Declaration for Blocks A&B Master Condominium dated as of June 21, 2006, recorded as Document No. 200600226701 of the Official Public Records of Dallas County, Texas, as amended by that certain First Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of December 27, 2007, recorded as Document No. 20070460530 of the Official Public Records of Dallas County, Texas; that certain Second Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of March 31, 2008, recorded as Document No. 20080117852 of the Official Public Records of Dallas County, Texas; that certain Third Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of May 28, 2008, and effective as of January 1, 2007, recorded as Document No. 20080203017 of the Official Public Records of Dallas County, Texas; and that certain Fourth Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of December 12, 2008, and effective as of July 1, 2006, recorded as Document No. 20080388945 of the Official Public Records of Dallas County, Texas (collectively, the "Master Declaration") and covering the Site, as described in Exhibit "A" attached to the Master Declaration.

B. In accordance with Section 11.2 of the Master Declaration, the Office Unit Owner and the Retail Unit Owner and such Owners' Mortgagees have approved this Amendment to the Master Declaration as evidenced by the Secretary's Certificate on behalf of the consenting Owners and by the Consent of the consenting Mortgagee attached to this Amendment.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Master Declaration is hereby amended as follows:

1. Section 11.10 of the Master Declaration is hereby amended to amend and restate Section 11.10 in its entirety as follows:

"Section 11.10 Estoppel Certificates. Each Owner, from time to time but no more often than twice each calendar year, shall have the right to require the Master Association (as to all items listed below) and the other Owners (as to items (c), (d), (e) and (f) listed below) to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Mortgagee or purchaser of its Unit, as applicable, without payment of any fee or cost certifying: (a) this Master Declaration is unmodified and in full force and effect (or if modified that this Master Declaration as so modified is in full force and effect); (b) this Master Declaration attached to the certificate is a true and

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correct copy of this Master Declaration and all amendments hereto; (c) to the knowledge of the certifying party, the date through which all Assessments have been paid by all Owners; (d) to the knowledge of the certifying party, no Owner is in default of any of its obligations under this Master Declaration (or if the certifying party knows an Owner to be in default, specifying which Owner and defaults and the remaining cure period, if any); (e) the certifying party holds no existing liens against any Unit and (f) such other matters as are reasonably requested by the requesting Owner."

2. Except as expressly modified herein, the Master Declaration remains unmodified and in full force and effect. All terms used herein with initial capital letters and not otherwise defined shall have the meanings specified in the Master Declaration.

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**CERTIFICATE OF SECRETARY  
OF  
BLOCKS A&B MASTER CONDOMINIUM ASSOCIATION, INC.**

I, Michael D. Craver, hereby certify that (i) I am the duly elected and qualified Secretary of Blocks A&B Master Condominium Association, Inc., a Texas nonprofit corporation, and (ii) pursuant to Section 11.2 of the Master Condominium Declaration for Blocks A&B Master Condominium, the foregoing Fifth Amendment to Master Condominium Declaration for Blocks A&B Master Condominium has been approved by the Office Unit Owner and the Retail Unit Owner.

IN WITNESS WHEREOF, I have executed this Certificate as of the 2nd day of July, 2009.

  
\_\_\_\_\_  
Michael D. Craver, Secretary

## Consent and Subordination Agreement

This Consent and Subordination Agreement ("Agreement") is executed as of July 2, 2009 by Wells Fargo Bank, National Association, as Agent ("Agent") on behalf of the Lenders (hereinafter defined), and attached to the Fifth Amendment (as herein defined).

### RECITALS:

A. Agent is the holder and beneficiary of that certain Construction Deed of Trust, Security Agreement and Fixture Filing dated as of August 1, 2005, executed and delivered by Victory Plaza Buildings, L.P., a Texas limited partnership ("VPB"), covering, among other property, the real and personal property located in Dallas County, Texas more particularly described therein (the "Property"), recorded on August 5, 2005 at Volume 2005152, Page 258, Real Property Records of Dallas County, Texas (the "Deed of Trust") and given as security for, among other things, (i) that certain Promissory Note in the original principal amount of \$50,000,000.00, dated as of August 1, 2005, executed by VPB and payable to the order of Agent (the "Note") and (ii) that certain Construction Loan Agreement between VPB, Agent and the lenders identified therein ("Lenders") dated as of August 1, 2005 (the "Loan Agreement").

B. Agent is also the holder and beneficiary of that certain Construction Deed of Trust, Security Agreement and Fixture Filing dated as of June 1, 2007, executed and delivered by VPB, covering the Property, recorded on June 25, 2007 under cc #20070227225, Real Property Records of Dallas County, Texas (the "Second Deed of Trust") and given as security for, among other things, (i) that certain Promissory Note in the original principal amount of \$6,000,000.00, dated as of June 1, 2007, executed by VPB and payable to the order of Agent (the "Second Note"), (ii) that certain Modification Agreement between VPB, Agent and Lenders dated as of June 1, 2007, recorded on June 25, 2007 under cc #20070227224, Real Property Records of Dallas County, Texas (the "First Modification Agreement") and (iii) that certain Second Modification Agreement between VPB, Agent and Lenders dated August 27, 2008, recorded on September 2, 2008 under cc #20080284476, Real Property Records, Dallas County, Texas (the "Second Modification Agreement") (the Note, Second Note, Loan Agreement, First Modification Agreement and Second Modification Agreement and each other document executed in connection therewith being referred to collectively herein as (the "Loan Documents").

C. The Retail Unit Owner and the Office Unit Owner have approved the above and foregoing Fifth Amendment to Master Condominium Declaration for Blocks A&B Master Condominium (the "Fifth Amendment") which amends that certain Master Condominium Declaration for Blocks A&B Master Condominium dated as of June 21, 2006, recorded as Document No. 200600226701 of the Official Public Records of Dallas County, Texas, as amended by that certain First Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of December 27, 2007, recorded as Document No. 20070460530 of the Official Public Records of Dallas County, Texas; that certain Second Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of March 31, 2008, recorded as Document No. 20080117852 of the Official Public Records of Dallas County, Texas; that certain Third Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of May 28, 2008, and effective as of January 1, 2007, recorded as Document No. 20080203017 of the Official Public Records of Dallas County, Texas; that certain Fourth Amendment to Master Condominium Declaration for Blocks A&B Master Condominium dated as of December 12, 2008, and effective as of July 1, 2006, recorded as Document No. 20080388945 of the Official Public Records of Dallas County, Texas and all future amendments thereto (the "Declaration") affecting the Property.

D. At the request of the Retail Unit Owner and the Office Unit Owner, Agent desires to consent to the execution and recording of the Fifth Amendment and to subordinate the liens, security interests and rights under the Deed of Trust, Second Deed of Trust and the Loan Documents to the terms and conditions of the Declaration, as set forth herein.

AGREEMENT:

Now, therefore, in consideration of the premises hereof and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Agent consents to the execution and filing of the Fifth Amendment and, subject only to Sections 2 and 3 of this Agreement, subordinates the liens, security interests and rights of Agent in and under the Deed of Trust, Second Deed of Trust and other Loan Documents to the Declaration, and to all amendments, modifications and extensions thereof made in accordance with the applicable provisions of the Declaration.

2. This Agreement (i) shall not be construed or operate as a release of the liens, security interests or rights of the Deed of Trust, Second Deed of Trust or of the other Loan Documents, but shall confirm and ratify that the liens, security interests and rights of the Deed of Trust, Second Deed of Trust and other Loan Documents are valid and subsisting, subject to the terms and conditions of this Agreement and (ii) shall not amend or modify the terms and conditions of the Deed of Trust, Second Deed of Trust or other Loan Documents except as specifically set forth herein.

3. Notwithstanding anything to the contrary contained herein or in the Declaration, until repayment in full of the Secured Obligations (as defined in the Deed of Trust), in the event of any damage to or destruction of the Property by fire or other casualty, the terms and provisions of Section 5.6 of the Deed of Trust shall control over any contrary provisions of the Declaration, including without limitation, Sections 8.1, 8.2, 8.3 or 8.4 of the Declaration, except as prohibited by the Act (as defined in the Declaration).

EXECUTED to be effective on the date set forth in the preamble hereto.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_

  
~~Francine G. Bradford, Vice President~~

Kent Howard, SVP

