

THIRD AMENDMENT TO INDENTURE OF LEASE - SHORT FORM

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19.00 DEED
1 09/03/81

THIS THIRD AMENDMENT, made and entered into this 1st day of August, 1980, by and between Stonegate Company, Ltd., a Texas Limited Partnership, acting by and through its duly authorized General Partners: J. B. McEntire, Jr., Mary Tom McEntire Knight, and the Mary Tom McEntire Knight Trust, acting by and through its duly authorized trustees, J. B. McEntire, Jr., Trustee, Robert W. Phelps, Trustee, and Dr. Ray Harrington, Trustee, Mary Tom McEntire Knight, owner of a life estate, joined by her remaindermen: Mary Shelton Simpson, Sara Knight Trotter, John McEntire Knight; J. B. McEntire, Jr., and wife, Mary Lynn McEntire, owners of a life estate, joined by their remaindermen: Lynn McEntire Vogt, John B. McEntire III, Sawnie Aldredge McEntire, Mary Batts McEntire, as their interests may appear (collectively, "Landlord"); and Montfort Joint Venture, a Texas Joint Venture composed of Van C. Ellis, Trustee, and/or assigns, Jack O. Woodworth, Jr., W. Christopher Price and Ray Williamson ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into an Indenture of Lease dated December 29, 1977, as amended by a First Amendment to Indenture of Lease, dated July 7, 1978, as amended by a Second Amendment to Indenture of Lease, dated June 5, 1979, for the lease of approximately 19.756 acres of land located generally at the intersection of Montfort Road and Belt Line Road in the City of Addison, Dallas County, Texas (the "Lease") reference to which Lease is hereby made for all purposes; and

WHEREAS, Landlord and Tenant desire to alter and amend certain of the terms and provisions of the Lease.

NOW, THEREFORE, know all men by these presents, that Landlord, acting by and through its duly authorized Manager and attorney-in-fact, J.B. McEntire, Jr. (Pursuant to Section 30 of the Lease), and Tenant, acting by and through its duly authorized Managing Venturer, W. Christopher Price, do hereby agree to

amend the Lease as follows:

1. Section 1 of the Lease is hereby amended by the substitution of Exhibit A-1 for Exhibit A which substitution reflects an amended legal description of the Demised Premises and a reduction in the total number of acres covered by the Lease from 19.756 acres to 13.656 acres.

2. Section 3 of the Lease is hereby amended by amending subparagraph (a) in its entirety to be as follows:

"Tenant covenants and agrees to pay Landlord for the Demised Premises, without offset or deduction and without previous demand therefore, basic rent annually, in advance, [REDACTED]

[REDACTED]; provided nothing herein shall be construed by such annual installments as making this Lease a year to year tenancy; Tenant agreeing to lease the Demised Premises for the balance of the term hereof (almost 58 years) for a total basic rental of (based on 58 years) [REDACTED]

[REDACTED], the parties agreeing that, on execution hereof, the basic rental has been paid through July 12, 1981. All basic rent per annum shall be payable to Landlord in equal annual installments beginning on the rent commencement date, that being July 13, 1978, and thereafter on each succeeding anniversary date thereafter, and shall be payable at the office or residence of the Landlord first above set forth or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance."

3. Section 4 of the Lease is hereby amended by the addition of subsection 4(e) as follows:

(e) "If any leasehold Mortgagee shall acquire Tenant's interest in this lease (by foreclosure or otherwise), or shall enter into a new lease with Landlord pursuant to Section 21 hereof, such Mortgagee shall thereafter pay the percentage rent provided in this Section 4 to be paid to Landlord provided that: (i) the amount of deduction for Debt Service applicable to such Mortgagee shall be equal to the amount to which Tenant would have been entitled had Tenant continued to timely make regular debt service payments on the Actual Permanent Loan from such Mortgagee and if the Actual Permanent Loan is not by its terms required to be fully amortized in level monthly installments of principal and interest payable over the term thereof, i.e., if the final installment due thereunder (hereinafter the "Final Principal Installment") is a "balloon" installment, then the Debt Service deductions allowable to the leasehold Mortgagee in respect of the Final Principal Installment shall be computed on a monthly basis using the loan constant required to amortize the Final Principal Installment over a period of thirty (30) years at the interest rate applicable to the Actual Permanent Loan; (ii) an assignment pursuant to Section 12 hereof by a leasehold Mortgagee of the Tenant's interest under this or a new lease with Landlord, which assignment is either made subject to the unpaid principal balance of an Actual Permanent Loan or is made in connection with a mortgage loan (from said leasehold Mortgagee or from an unrelated lending source) shall be acceptable without Landlord's consent

provided that any such mortgage loan shall not exceed the mortgage amount limitations set forth in Section 21 hereof and shall bear a then competitive interest rate; and (iii) in any calculation of Finance Proceeds resulting from an assignment by said leasehold Mortgagee in accordance with (ii) above there shall be excluded therefrom such amounts as said Mortgagee has expended for capital improvements to the Demised Premises, with the determination as to whether a particular expenditure is for a capital improvement to be made in accordance with generally accepted accounting principles consistently applied."

4. The last sentence of Section 18(c)(3) is deleted.

5. Section 20 is hereby amended in its entirety to read as follows:

"Section 20. Sublease. If for any reason this Lease and the leasehold estate of Tenant hereunder is terminated by Landlord by summary proceedings or otherwise in accordance with the terms of this Lease, Landlord covenants and agrees that such termination of this Lease shall not result by itself in a termination of any valid sublease affecting the Demised Premises and that as long as there is no default thereunder, each sublease shall continue for the duration of its respective term and any extensions thereof (but not beyond the initial term of this Lease unless otherwise consented to in writing by Landlord) as a direct lease between Landlord hereunder and the sublessee thereunder, with the same force and effect as if Landlord hereunder had originally entered into such sublease as landlord thereunder (subject, however, to any prior right, if any, of the holder of any leasehold Mortgage, but with Landlord not being liable for any previous acts or defaults of Tenant), provided, however, that Landlord shall be bound by this Section 20 only to those subleases which are expressly subject to Landlord's rights hereunder. Any such sublessee shall not be named or joined in any action or proceeding by Landlord under this Lease to recover possession of the Demised Premises or for any other relief. Landlord shall, upon request, execute, acknowledge and deliver, all without liability other than as therein expressed, such agreements evidencing and agreeing to the foregoing as each sublessee shall require."

6. Section 21(f), 4, 5, 6, and 7 having previously been deleted by the Second Amendment to Indenture of Lease are hereby reinstated to the Lease to provide as follows:

(4) Landlord shall not warrant possession of the Demised Premises to Tenant under the new lease;

(5) Such new lease shall be expressly made subject to the rights, if any, of Tenant under the terminated lease;

(6) The Tenant under such new Lease shall have the same right, title and interest in and unto the buildings and improvements on the Demised Premises as Tenant had under the terminated lease;

(7) Debt Service under the New Lease shall be deemed the same as the Debt Service being received by the Mortgagee immediately prior to the date on which Mortgagee acquired Tenant's interest in this Lease pursuant to foreclosure or otherwise; subject to Section 4(e) hereof.

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7. Section 21(m) of the Lease is hereby amended in its entirety to provide as follows:

"Any Mortgagee shall, without charge, no more than once every twelve (12) month period, within ten (10) days after written request of the Landlord, certify by written instrument duly executed and acknowledged to Landlord or any other person, firm, or corporation specified in such request:

(1) As to whether its mortgage has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;

(2) As to the existence, to the best of its knowledge, of any default thereunder; and

(3) That the condition set forth in paragraphs (a) through (1) immediately preceding are in full force and effect and Mortgagee has taken its mortgage subject thereto and to the other terms and conditions of this Lease".

8. Section 21 of the Lease is hereby amended by the addition of subsection (n) to provide as follows:

"(n) Nothing herein contained shall require the Leasehold Mortgagee [s] or its nominee [s] to cure any default of Tenant referred to in Section 27 hereof."

9. The last sentence of Section 25(d) is hereby amended to read as follows:

"Landlord shall not convey the fee, other than by operation of law, without the prior written consent of Tenant which consent shall not be unreasonably withheld, provided, however, no consent shall be required for transfers among persons or entities constituting Landlord or their respective families."

10. Section 29 of the Lease is hereby amended in its entirety to provide as follows:

"Section 29 Limitation of Liability. Notwithstanding anything to the contrary herein provided in Section 26 or elsewhere in this Lease (each and every term, covenant, condition and provision of Section 26 and, specifically, including but not limited to, any "New Lease" to which a permitted Mortgagee may be entitled to pursuant to Section 21(f) of the Lease or if any such permitted Mortgagee or its designee or assigns shall in any other way take possession of the Premises, any such tenancy, and every other term of this Lease being hereby made specifically subject to the provisions of this Section 29) if Tenant, its successors or assigns, or any successor in interest of Tenant, shall be a mortgagee or a successor, assignee or designee of such mortgagee or any individual, joint venture, tenancy in common, corporate or non-corporate firm or partnership, general or limited, or any other type of legal entity recognized in the State of Texas, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the foregoing parties or entities with respect to any of the terms, covenants and conditions of

this Lease, and Landlord shall look solely to Tenant's interest in this Lease and the improvements thereon or such other parties or entities to secure the performance of any of the terms, covenants and conditions of this Lease to be performed by Tenant, such exculpation of personal liability to be absolute and without any exception whatsoever; provided, however, to the extent Tenant receives insurance proceeds

with respect to any casualty damage and does not repair, replace or rebuild when required to do so or instead terminates this Lease, Tenant shall be liable here^{under} and for all such proceeds actually received by Tenant and not applied to any applicable mortgage."

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11. Section 34 of the Lease is hereby amended in its entirety to provide as follows:

"Section 34 Force Majeure. In the event that Landlord or Tenant shall be delayed in or prevented from the performance of any act required hereunder by either such party by reason of the act, failure to act or default of the other party, or war, acts of God or other reason beyond such party's control, then performance of such act shall be excused for the period of the delay and the period for the performance of any act shall be extended for the period equivalent to the period of such delay, provided, in no event shall rent abate except as expressly provided herein."

12. Except as otherwise expressly stated herein, the terms and provisions of the Lease dated December 29, 1977, as amended by a First Amendment to Indenture of Lease, dated July 7, 1978, as amended by a Second Amendment to Indenture of Lease dated June 5, 1979, shall remain unchanged and in full force and effect.

13. This Third Amendment to Indenture of Lease - Short Form is filed solely to place of record notice of the Third Amendment to Indenture of Lease which contains in addition to the above, the remaining terms of the Indenture including but not limited to rental, financing, and refinancing provisions, all of which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day and year first above written.

LANDLORD:

TENANT:

MONTFORT JOINT VENTURE

By:

J. B. McEntire, Jr.
J. B. McEntire, Jr.

By:

W. Christopher Price
W. Christopher Price

Its: Manager and Attorney-in-Fact

Its: Managing Venturer

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JOINT VENTURE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for said county, personally appeared W. CHRISTOPHER PRICE, known to me to be the person who as Managing Venturer of MONTFORT JOINT VENTURE, which Managing Venturer executed the foregoing instrument, signed the same and acknowledged to me that he did so sign said instrument in the name of and upon behalf of said joint venture as such Managing Venturer; that the same is his free act and deed of said joint venture; that he was duly authorized thereunto by its joint venturers.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Dallas, Texas, this 12th day of August, 1980.



WILLIAM G. NOIZE, Notary
Public in and for
Dallas County, Texas

My Commission Expires:

12/31/80

William G. Noize
Notary Public in and for
Dallas County, TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for said county, personally appeared J. B. McENTIRE, JR., known to me to be the person who as Manager and Attorney-in-Fact of LANDLORD, which Manager and Attorney-in-Fact executed the foregoing instrument, signed the same and acknowledged to me that he did so sign said instrument in the name of and upon behalf of said Landlord as such Manager and Attorney-in-Fact; that the same is his free act and deed of said Landlord; that he was duly authorized thereunto by its constituents.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Dallas, Texas, this 1st day of August, 1980.

Jean S. Rawland
Notary Public in and for
Dallas County, TEXAS

My Commission Expires:

2-28-81

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OWNER'S CERTIFICATE

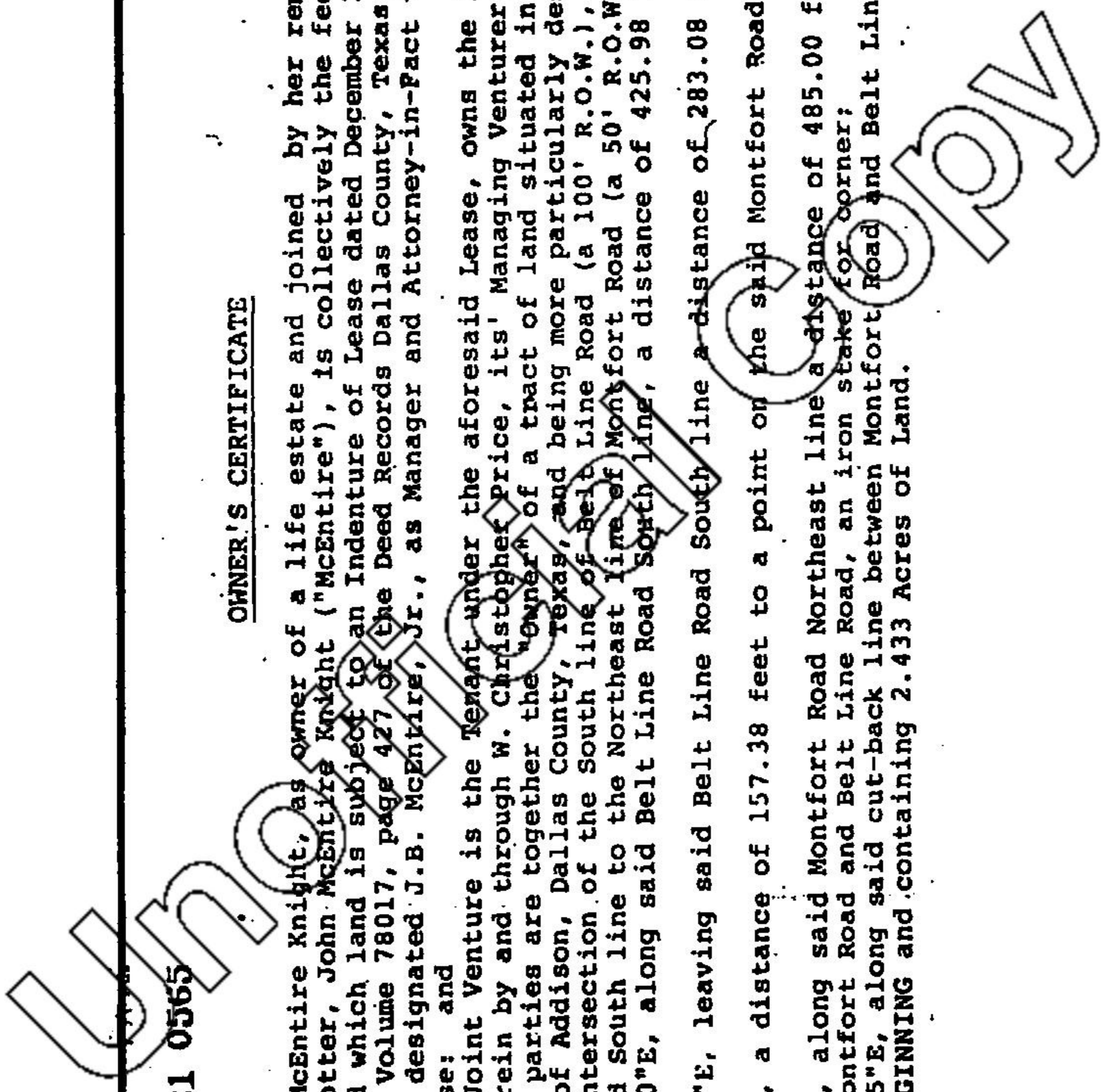
WHEREAS, Mary Tom McEntire Knight, as owner of a life estate and joined by her remaindermen: Mary Shelton Simpson, Sara Knight Trotter, John McEntire Knight ("McEntire"), is collectively the fee owner of a tract of land described below and which land is subject to an Indenture of Lease dated December 29, 1977, on a short form of which is recorded at Volume 78017, page 427 of the Deed Records Dallas County, Texas, wherein the aforesaid fee owner, as Landlord, designated J.B. McEntire, Jr., as Manager and Attorney-in-Fact to do all things necessary under the aforesaid Lease: and

WHEREAS, Montfort Joint Venture is the Tenant under the aforesaid Lease, owns the leasehold interest under said Lease, and acts herein by and through W. Christopher Price, its' Managing Venturer; and

WHEREAS, the above parties are together the "owner" of a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, City of Addison, Dallas County, Texas, and being more particularly described as follows: BEGINNING at the intersection of the South line of Belt Line Road (a 100' R.O.W.), with a cut-back line from said Belt Line Road South line to the Northeast line of Montfort Road (a 50' R.O.W.), an iron stake for corner; THENCE, N. 89°49'50"E, along said Belt Line Road South line, a distance of 425.98 feet to an iron stake for corner;

THENCE, S. 0°10'10"E, leaving said Belt Line Road South line a distance of 283.08 feet to an iron stake for corner; THENCE, S. 48°06'W, a distance of 157.38 feet to a point on the said Montfort Road Northeast line, an iron stake for corner;

THENCE, N. 41°54'W, along said Montfort Road Northeast line a distance of 485.00 feet to a point on the said cut-back line between Montfort Road and Belt Line Road, an iron stake for corner; THENCE, N. 28°44'55"E, along said cut-back line between Montfort Road and Belt Line Road a distance of 29.59 feet to the PLACE OF BEGINNING and containing 2.433 Acres of Land.



WHEREAS, Mary Tom McEntire Knight, as owner of a life estate and joined by her remaindermen; Mary Shelton Simpson, Sara Knight Trotter, John McEntire Knight ("McEntire") is collectively the fee owner of a tract of land described below and which land is subject to an Indenture of Lease dated December 29, 1977, on a short form of which is recorded at Volume 78017 Page 427, Deed Records Dallas County, Texas, wherein the aforesaid fee owner, as Landlord, designated J. B. McEntire, Jr. as Manager and Attorney-in-Fact to do all things necessary under the aforesaid Lease; and

WHEREAS, Montfort Joint Venture is the Tenant under the aforesaid Lease, owns the leasehold interest under said Lease, and acts herein by and through W. Christopher Price, its Managing Venturer; and

WHEREAS, the above parties are together the "owner" of a tract of land situated in Allen Bledson Survey, Abstract No. 157, City of Addison, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point on the Northeast line of Montfort Road, a 50' R.O.W., said point being the most Southerly corner of Oaks North - West No. 1, an addition to the City of Addison, Texas, an iron stake for corner;

THENCE, along the property line of said Oaks North - West No. 1, the following:
N. 48°06'E, a distance of 157.38 feet to an iron stake for corner;

N. 0°10'10"W, a distance of 12.48 feet to an iron stake for corner;

THENCE, N. 89°49'50"E, leaving said Oaks North - West No. 1 property line, a distance of 184.75 feet to a point on the West line of proposed Montfort Drive, an 80' R.O.W., an iron stake for corner;

THENCE, along the said proposed Montfort Drive West line, the following:

Around a curve to the right, having a central angle of 22°29'50", a radius of 460.00 feet and a back tangent bearing S. 5°57'W, an arc distance of 180.63 feet to the beginning of a curve to the left, having a central angle of 23°26'42" and a radius of 540.00 feet, an iron stake for corner;

Around said curve, a distance of 220.96 feet to the end of said curve on the said Northeast line of Montfort Road, an iron stake for corner;

THENCE, along the said Montfort Road Northeast line, the following:

N. 23°24'W, a distance of 119.06 feet to an angle point in said line, an iron stake for corner;

N. 41°54'W, a distance of 207.17 feet to the PLACE OF BEGINNING and containing 1.29 Acres of Land.

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STATE OF TEXAS : I
COUNTY OF DALLAS X

OWNER'S CERTIFICATE

Block 2, Lot D

WHEREAS, Mary Tom McEntire Knight, as owner of a life estate and joined by her remaindermen: Mary Shelton Simpson, Sara Knight Trotter, John McEntire Knight, ("McEntire"), is collectively the fee owner of a tract of land described below and which land is subject to an Indenture of Lease dated December 29, 1977, on a short term of which is recorded at Volume 78017, Page 427 Deed Records Dallas County, Texas, wherein the aforesaid fee owner as landlord, designated J. B. McEntire, Jr., as Manager and Attorney-in-Fact to do all things necessary under the aforesaid Lease; and

WHEREAS, Montfort Joint Venture is the Tenant under the aforesaid Lease, owns the leasehold interest under said Lease, and acts herein by and through Christopher Price, its Managing Venture; and WHEREAS, the above parties are together the "Owner" of a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, City of Addison, Dallas County, Texas, and being more particularly described as follows: COMMENCING at the intersection of the South Property line of Belt Line Road, (a 100' R.O.W.), and the East Property line of Proposed Montfort Drive, (a 65' R.O.W.), an iron stake for corner;

THENCE, Southerly, along the Easterly Property line of said Proposed Montfort Drive, the following: tance of 102.78 feet to the Right, having a central angle of 28°22'34", and a radius of 540.0 feet, an iron stake for corner;

Around said curve to the Right, a distance of 267.44 feet to the PLACE OF BEGINNING of the herein described tract of land, an iron stake for corner; THENCE, N. 89°49'50"E, Leaving said Easterly Property line of Proposed Montfort Drive, a distance of 604.08 feet to an iron stake for corner;

THENCE, S. 00°10'10"E, a distance of 298.55 feet to an iron stake for corner; THENCE, S. 75°13'25"E, a distance of 12.84 feet to an iron stake for corner; THENCE, S. 00°10'10"E, a distance of 116.56 feet to a point along the Westerly Property line of Oaks North Addition, an addition to the City of Addison, Dallas County, Texas, an iron stake for corner;

THENCE, S. 47°39'12"W, a distance of 335.0 feet to an iron stake for corner; THENCE, S. 66°36"W, a distance of 347.66 feet to a point along the Easterly Property line of Montfort Drive, (a 65' R.O.W. at this point), an iron stake for corner;

THENCE, Along the Easterly Property line of said Montfort Drive, and said Proposed Montfort Drive, the following: N. 23°24"W, a distance of 288.47 feet to the beginning of a curve to the Right having a Central angle of 51°50'50" and a radius of 460.0 feet, an iron stake for corner; Around said curve a distance of 416.26 feet to the beginning of a curve to the Left having a Central angle of 12°48'08" and a radius of 460.0 feet.

Around said curve a distance of 102.78 feet to the PLACE OF BEGINNING and containing 9.94 acres of land.

EXHIBIT "A"
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SUITE 100
1000
DALLAS, TEXAS 75201

Unofficial Copy

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was
read on the date and time stamped herein
by me and was duly recorded in the volume
and page of the record records of Dallas
County, Texas as stamped herein by me.

SEP 3 1951



L. E. Mardock

COUNTY CLERK, Dallas County, Texas

SEP 2 12:45 PM '51

ALFRED B. HARRIS
COUNTY CLERK
DALLAS COUNTY

L. E. Mardock

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