

GROUND LEASE

3766

0

39.00 DEED  
2 06/04/79

THIS INDENTURE OF LEASE made as of the 31st day of May, 1979, by and between RICHARDSON LAND ASSOCIATES, LTD., a Texas limited partnership (hereinafter referred to as "Landlord"), and RICHARDSON MEDICAL CENTER ASSOCIATES, LTD., a Texas limited partnership (hereinafter referred to as "Tenant"):

## W I T N E S S E T H:

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEMISE AND TERM

Landlord does hereby lease, let, and demise to Tenant and Tenant does hereby take from Landlord that certain tract of land situated in Dallas County, Texas, as more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter called the "Premises") for a term of fifty-five (55) years beginning as of the 31st day of May, 1979, and ending on the 31st day of May, 2034.

2. RENT

Tenant shall pay to Landlord during the term of this lease the following rents, payable in advance in monthly installments on the first day of each month:

(a) For the first eighteen (18) months of this lease commencing May 31, 1979, a monthly rental of Six Thousand Six Hundred Ninety-three and 31/100 Dollars (\$6,693.31);

(b) For two hundred eighty-two (282) months commencing on November 30, 1980, a monthly rental of \$2.50 times the number of net salable or leasable square feet of office space built or under construction, divided by twelve (12).

(c) For the next three hundred sixty (360) months commencing May 31, 2004, a monthly rental of \$3.25 times the number of

73103-0022

salable or leasable square feet of office space built or under construction, divided by twelve (12).

3. TAXES, INSURANCE PREMIUMS, AND UTILITIES

As additional rental during the term of this lease or any period of holding over by the Tenant, the Tenant shall pay prior to delinquency all real estate taxes and other assessments which may be levied against the Premises, all premiums for insurance required hereunder, and all utility charges, including, but not limited to, electricity, water, gas, sewerage, and garbage collection; provided, however, that Tenant may contest the validity or the amount of any such tax, assessment, or charge on the condition that, before instituting any such proceeding, Tenant shall furnish to Landlord a bond with corporate surety or other security reasonably satisfactory to Landlord in an amount equal to the amount of the contested item or items, with interest and penalties for the period which such proceedings may reasonably be expected to take and the costs thereof, securing the payment of such contested item or items and all interest, penalty, and costs in connection therewith when finally determined. Ad valorem taxes for the year in which this lease commences shall be prorated to the commencement of the term hereof based upon the prior year's taxes, and Tenant assumes the obligation to pay such taxes. Upon demand by Landlord, Tenant shall deposit with Landlord, or if required by Landlord, with any mortgagee of Landlord's fee simple estate in the Premises (hereinafter called "Landlord's Mortgage"), with and in addition to the monthly payments of rent, a sum equal to one-twelfth of the estimated taxes and special assessments, if any, next due on the Premises, and prior to the filing of any condominium declaration affecting the Premises all premiums for insurance required hereunder, so that Landlord will have sufficient funds on hand to pay such taxes, assessments, and insurance premiums thirty (30) days before the delinquency date thereof. If the amount so paid is not sufficient to pay such taxes, assessments, and insurance premiums when due, Tenant will deposit immediately

75163 0023

with Landlord an amount sufficient to pay such taxes, assessments, and insurance premiums. No interest shall accrue or be allowed on any such funds deposited with Landlord or Landlord's Mortgagee.

4. TITLE

A. Warranty. Landlord warrants that it has good and indefeasible fee simple title to the Premises, subject to no liens, claims, restrictive covenants, or encumbrances except those specifically listed on Exhibit B hereto, and that Landlord has full power and authority to enter into this lease.

B. Priority. This lease is subordinate and inferior to the lien securing The Fort Worth National Bank, Fort Worth, Texas, in the payment of \$3,500,000 for the construction of Phase I of the improvements, and to a first deed of trust or mortgage that will be given by the Tenant upon the securing of financing sufficient to construct Phase II of the improvements contemplated by Section 7 hereof, such liens being more particularly described on Exhibit B hereto. Upon completion of the improvements required by Section 7 hereof and at the time of filing the condominium declaration with respect thereto described in Section 22 hereof, Landlord shall cause this lease to become and remain superior to any deed of trust, mortgage, or other lien affecting the Premises, other than the lien of ad valorem taxes which are not delinquent. Tenant shall not subordinate its leasehold estate to any mortgage or other lien on the fee simple title to the Premises without the unanimous written consent of all subtenants and all mortgagees of any interest in the leasehold estate and subleasehold estates. Tenant and Landlord each agrees, upon reasonable notice and at reasonable times, to furnish any mortgagee of the other's estate an instrument in writing stating any defaults by the other which are known to the Landlord or Tenant, as the case may be, the date to which rent has been paid, whether this lease has been amended, and, if so, the terms of any such amendment.

73103 0024

5. INSURANCE

A. During the term of this lease, Tenant shall keep all improvements placed on the Premises insured in an amount equal to their full replacement cost, and not less than the amount of any indebtedness secured by leasehold mortgages granted by Tenant and any subtenants, on not less than an 80% coinsurance basis, against loss or damage by fire and any other risk or casualty covered by the standard extended coverage endorsement, with waiver of depreciation and waiver of subrogation endorsements, in insurance companies authorized to write such coverage in the State of Texas. Such insurance shall be used to pay the cost of restoring the destroyed or damaged improvements or the construction of new improvements of equal value. In all such policies of insurance, the Landlord shall be named as an additional insured, and the policy shall contain a loss payable endorsement in favor of Landlord's Mortgagee, as its interest may appear.

B. During the term of this lease, Tenant shall carry insurance covering comprehensive general liability with minimum limits for bodily injury of Three Hundred Thousand Dollars (\$300,000) per person and One Million Dollars (\$1,000,000) for each occurrence and for property damage of One Hundred Thousand Dollars (\$100,000) for each occurrence. Such insurance shall be written on the standard form used in the State of Texas for such purpose and shall name Landlord and Landlord's Mortgagee as additional insured parties. Copies of all such policies or certificates with respect thereto shall be furnished to Landlord and Landlord's Mortgagee.

C. Tenant shall furnish Landlord, at least thirty (30) days prior to the expiration of any policy of insurance herein referred to, evidence of payment of the premiums necessary to continue such insurance in full force and effect.

6. PURPOSE

Tenant shall use the Premises for the construction of office buildings or for any other lawful purpose not prohibited

7.103 0025

by restrictive covenants of record; provided, however, that until the Deed of Trust securing The Fort Worth National Bank described on Exhibit B hereto and the first deed of trust or mortgage that will be given by the Tenant upon the securing of financing for construction of Phase II of the improvements have been released in full, the Premises shall not be used for any purpose other than office buildings without the prior written consent of The Fort Worth National Bank and the mortgagee of the construction of Phase II, or their assignees, which consent shall not be unreasonably withheld.

**7. CONSTRUCTION OF IMPROVEMENTS BY TENANT**

A. Tenant shall, within three (3) years from the date hereof, at Tenant's risk and expense, erect on the Premises Phase I of an office building complex containing approximately sixty thousand two hundred sixty-four (60,264) gross square feet of space.

B. Tenant contemplates erecting on the Premises, at Tenant's risk and expense, Phase II of the office building complex which shall contain approximately thirty-eight thousand five hundred eighty-seven (38,587) gross square feet of space.

Phase I and Phase II of the improvements shall comply with applicable codes and ordinances, shall not does not violate restrictive covenants now of record affecting the Premises, and shall be built in accordance with plans and specifications therefor to be approved in writing by Landlord. Tenant shall furnish Landlord and Landlord's Mortgagee evidence of approval of and compliance with all such codes and ordinances and any governmental authority having jurisdiction thereof. Nothing contained in this lease shall be construed to permit Tenant to suffer or create any lien, encumbrance, or charge upon the estate and title of Landlord with respect to the Premises.

**8. MAINTENANCE AND REPAIRS**

Tenant shall at its expense repair and maintain all improvements of whatever kind on the Premises, in good condition

and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, codes, and ordinances, and Landlord shall be under no obligation to repair or maintain any part of the Premises.

**9. DAMAGE BY FIRE OR OTHER CASUALTY**

In the event any improvements on the Premises shall be damaged by fire or other casualty, Tenant shall, within sixty (60) days after the occurrence of the event by which such damage shall have been inflicted, commence the repair or restoration thereof with new improvements of comparable value in accordance with all applicable laws, codes, and ordinances, and shall thereafter diligently proceed with such repair and restoration, all in a good and workmanlike manner.

**10. EASEMENTS**

Tenant may grant such utility easements and fire lanes over and across the Premises as shall be reasonably necessary for any permitted use of the Premises by Tenant, and Landlord shall at Tenant's request execute such instruments as shall be reasonably necessary to grant such easements or fire lanes, provided, however, that until The Fort Worth National Bank and the mortgagee, if any, of the construction of Phase II by Tenant, or their assignees, have been released in full, Landlord shall not execute any such instrument without the prior written consent of The Fort Worth National Bank or the mortgagee of the construction of Phase II of the improvements by Tenant, or their assignees, which consent shall not be unreasonably withheld; and provided, further, that nothing herein shall permit Tenant to impose or create any charge, assessment, or expense payable by Landlord or against the estate and title of Landlord with respect to the Premises.

**11. CONDEMNATION**

In the event any portion of the Premises is taken by eminent domain, or conveyed by Landlord in lieu of such taking, Landlord shall be entitled to all of the award or consideration

79103 0027

paid for the land so taken or conveyed as if the land were unimproved and shall also receive all of the award or consideration for damage to the remainder of the Premises as unimproved land. During the first forty years of the term hereof, the balance of the award or consideration, including that with respect to the taking of or damage to improvements on the Premises, shall be paid to Tenant and any mortgagee of Tenant's leasehold estate, as their interests may appear. After the expiration of the first forty (40) years of the term hereof, that portion of the award or consideration paid for the taking of or damage to improvements on the Premises shall be equitably apportioned between Landlord and Tenant, as their interests may appear. In the event of a partial taking or conveyance of the Premises, this lease shall continue with respect to the remainder of the Premises and the rental shall be reduced by the rental then taken multiplied by the square foot of land then taken multiplied by the number of square feet so taken or conveyed; provided, however, that if so much of the land is taken that the remainder cannot reasonably be used by Tenant for office building purposes, this lease shall terminate as of the date of such taking and the rent shall be prorated to such date.

#### 12. ASSIGNMENT AND SUBLETTING

The Tenant shall at all times have the right to assign this lease or sublet the Premises in whole or in part; provided, however, that any assignee of this lease must expressly assume the obligations of Tenant hereunder and agree to be bound by the terms hereof, and a fully executed counterpart of the instrument containing such agreement and assumption shall be delivered forthwith to Landlord.

#### 13. LANDLORD'S LIABILITY

Landlord shall remain liable to Tenant for Landlord's own negligence or the negligence of Landlord's agents, servants, employees, and all other persons under the direction or control of Landlord, its agents, servants, and employees.

73103 0028

**14. TENANT'S LIABILITY**

Subject to the provisions of the foregoing Section 13, Tenant shall indemnify and hold harmless Landlord from all liability claims, loss, costs, and expenses, including reasonable attorney's fees, incurred as a result of personal injury to or death of any person or damage to any property, occurring on the Premises.

**15. DEFAULT BY TENANT**

In the event Tenant shall fail to make any payment of rental when due and such default has continued for a period of ten (10) days after Landlord shall have notified Tenant in writing of such default, or in the event Tenant shall fail to perform any other covenant required to be performed by Tenant hereunder and such default has continued for a period of thirty (30) days after Landlord shall have notified Tenant in writing of such default, Landlord may, at its option, perform such covenant for the account of and at the expense of Tenant, and any sums expended by Landlord in the performance of such covenant shall be payable by Tenant as additional rental upon demand, and shall bear interest from the date of such payment at ten per cent (10%) per annum, or, subject to the rights of any mortgagee of the leasehold interest of Tenant as hereinafter provided, Landlord shall have the right to re-enter the Premises, dispossess Tenant, and take full possession thereof, and Tenant will peaceably surrender possession thereof to Landlord free and clear of any and all liens, encumbrances, and charges created or suffered to exist by Tenant. Tenant shall pay, in addition to any other sums to Landlord, all attorney's fees incurred by Landlord in the collection of any sums payable to Landlord hereunder or in the enforcement of any of Landlord's rights under this lease. After said surrender of possession, all rights and interests of Tenant hereunder to the Premises shall cease and terminate, but nothing contained herein shall affect Landlord's right to the rental for the term herein

79103 0029



specified. Upon taking possession pursuant to this Section 15, Landlord may, at its election, terminate this lease by giving Tenant written notice thereof, or Landlord may relet the Premises and Tenant shall be liable for and pay as it accrues the difference between the rental received therefor and that specified hereunder for the balance of the term hereof.

#### 16. LANDLORD'S LIEN

In addition to the statutory landlord's lien, Landlord shall have at all times a valid contractual security interest in all improvements and goods of Tenant situated on the leased Premises to secure the payment of all rentals and other sums of money which become due hereunder from Tenant. Upon the occurrence of a default which shall not be cured within the applicable period of time permitted by this lease, Landlord may, in addition to any other remedies provided herein or by law, exercise any or all of the remedies of a secured party under the Uniform Commercial Code with respect to such personal property, and Tenant agrees that if any notice is required to be given to Tenant under the Uniform Commercial Code, ten (10) days notice by Landlord to Tenant shall be deemed reasonable. Tenant agrees to execute one or more financing statements covering such personal property in the manner required to perfect such security interest. Tenant shall pay the cost of filing financing statements, termination statements, continuation statements, and partial releases with respect to the collateral.

#### 17. TENANT'S RIGHT TO MORTGAGE THE PREMISES

Tenant shall have the right from time to time to grant one or more deeds of trust or mortgages covering the leasehold estate of Tenant in and to the Premises. Such deeds of trust or mortgages shall expressly be subject to this lease, and nothing herein shall be construed as consent by Landlord that any deed of trust or other lien granted or permitted to exist by Tenant shall ever be prior to this lease or affect

75103 0030

Landlord's rights hereunder except as herein specifically provided. Tenant shall indemnify and hold harmless Landlord from any and all costs and expenses incurred in connection with obtaining the release of any lien or asserted lien or claim of lien, voluntary or involuntary, against the estate and title of Landlord arising out of the granting or suffering of any such lien by Tenant or the construction of any improvements or performance of any other work on the Premises by or on behalf of Tenant. Landlord agrees that if the leasehold estate of Tenant shall be mortgaged, and if the mortgagee or beneficiary of any deed of trust covering such leasehold estate shall in the manner hereinafter notify Landlord in writing in the manner hereinafter provided for the giving of notices of the name and address of such mortgagee or beneficiary, this lease may not thereafter be amended without the prior written consent of such mortgagee or beneficiary, and in the event of default by Tenant, copies of all notices of default to Tenant shall simultaneously be given to such mortgagee or beneficiary. In the event Tenant shall not cure such default within thirty (30) days from the date of such notice, or within ten (10) days from the date of such notice in the case of default in the payment of rent, such mortgagee or beneficiary shall have an additional thirty (30) days within which to cure such default; provided, however, in the event the default of Tenant is one which cannot be cured within such additional 30-day period, the mortgagee or beneficiary shall have the right within such 30-day period to promptly and diligently proceed to cure such default and diligently proceed with such curative action, including the right within such 30-day period to commence proceedings to foreclose its lien on the leasehold estate of Tenant, and if the mortgagee or beneficiary shall diligently prosecute such foreclosure proceedings to conclusion, and if the rentals due hereunder shall be paid at all times within the period of time hereinabove provided, and if the purchaser at such foreclosure sale upon purchase, or the mortgagee

79103 0031

or beneficiary, shall promptly proceed to cure such default, Landlord shall not terminate this lease by reason of any such default. No action by the Landlord to terminate this lease will be effective unless the Landlord has given any required notice to such mortgagee or beneficiary. Landlord further agrees that any mortgagee or beneficiary of a deed of trust covering the leasehold estate of Tenant who purchases at any such foreclosure sale shall be liable for the performance of the obligations of Tenant hereunder only for so long as such mortgagee or beneficiary shall retain title to the leasehold estate of Tenant. In the event of the bankruptcy or insolvency of the Tenant at any time when there is a mortgage or deed of trust covering the leasehold estate of Tenant, if the trustee or receiver in bankruptcy should reject this lease with respect to the unexpired portion hereof and elect not to be bound by the terms hereof so that the interest of the Tenant in the Premises thereby terminates, any such mortgagee or beneficiary shall, at its option, succeed to the rights and obligations of the Tenant hereunder, and Landlord agrees to enter into an agreement with such mortgagee or beneficiary in recordable form evidencing the fact of such succession.

**18. HOLDING OVER**

In the event Tenant remains in possession of the Premises after the expiration of this lease and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant from month to month at a monthly rental of \$4.55 times the number of net salable or leasable square feet of office building built or under construction, divided by twelve (12), and otherwise subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

**19. QUIET ENJOYMENT**

The Tenant, upon paying the rent provided herein and performing all of the covenants to be performed by Tenant

VOL PAGE  
79108 0032

hereunder, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term hereof for all lawful and permitted purposes.

**20. SURRENDER OF PREMISES**

Upon the termination of this lease, whether by expiration of the term or otherwise, Tenant shall quit and surrender the Premises to Landlord, and all improvements constructed upon the Premises shall become the property of Landlord free and clear of any and all liens, encumbrances, and charges created or suffered to exist by Tenant.

**21. MEMORANDUM OF LEASE**

Upon the request of either party hereto, the parties shall execute a memorandum or short-form lease in recordable form which may be recorded by either party.

**22. CONDOMINIUM**

**A.** Tenant plans to construct an office building complex on the Premises in two phases and to sell office space within such buildings as condominium units. Any such condominium unit is hereafter called "Unit," and the owner of any Unit is hereinafter called a "Unit Owner."

**B.** While still owner of the entire leasehold estate and of the improvements, Tenant proposes to file a Condominium Declaration with respect to the Premises and the improvements thereon, such Declaration to be filed just prior to the first conveyance of a Unit to a Unit Owner. Upon purchasing a Unit, the Unit Owner will, in addition to title to the improvements constituting the Unit, acquire an undivided interest in the leasehold estate created hereby, and will thereupon be deemed an assignee of the leasehold estate to the extent of such undivided interest, and shall assume the obligations of Tenant hereunder insofar as such obligations affect the undivided interest of the Unit Owner. Without limiting the generality of the foregoing, the Unit Owner will be obligated to pay its pro-rata share of the rent payable hereunder based on the following

VOL. 70 PAGE

79108 0033

formula: (i) for the first eighteen (18) months of this lease commencing May 31, 1979, a monthly rental of \$1.65 times the number of square feet within the Unit Owner's Unit, divided by twelve (12); (ii) for two hundred eighty-two (282) months commencing on November 30, 1980, a monthly rental of \$2.50 times the number of square feet contained in the Unit Owner's Unit, divided by twelve (12); (iii) for the next three hundred sixty (360) months commencing May 31, 2004, a monthly rental of \$3.25 times the number of square feet contained in the Unit Owner's Unit, divided by twelve (12). Unit Owners will be obligated to pay the same percentage of the additional rent payable hereunder as their percentage of ownership in the condominium common elements.

C. Each Unit Owner shall comply with all of the requirements of the Condominium Declaration and the Bylaws of any Condominium Association established with respect to such condominium as the same may be amended from time to time, and a default by the Unit Owner under such Declaration or Bylaws shall constitute an event of default under this lease and shall entitle Landlord to exercise the Landlord's remedies under this lease with respect to the undivided leasehold estate of such Unit Owner.

D. If required by Landlord or by such Declaration or Bylaws, the Unit Owner shall pay his proportionate part of the rent and additional rent payable hereunder, including, but not limited to, such Unit Owner's pro rata part of the insurance premiums and property taxes applicable to the premises and to the Unit Owner's Unit, to the Condominium Association for payment, in turn, to Landlord or other person entitled thereto. The fire and extended insurance coverage with respect to such Unit shall be included within a blanket fire and extended insurance policy covering all of the improvements located on the Premises, which policy shall comply with the requirements contained in this lease.

VOL. PAGE  
79108 0034

E. Irrespective of any default by Tenant hereunder or by any other Unit Owner, so long as any Unit Owner is not in default hereunder with respect to his Unit, the undivided leasehold estate of such Unit Owner may not be terminated prior to the expiration of the term of this lease.

F. Any mortgage or deed of trust granted by a Unit Owner covering his Unit shall be a leasehold mortgage covering the Unit and the undivided leasehold estate of the Unit Owner in and to the Premises. Any mortgagee of such Unit shall have the same rights and be entitled to the same notices with respect to default by the Unit Owner-Mortgagor under this lease as are afforded to any mortgagee of the entire leasehold estate hereunder by Section 17 hereof, and there shall be no termination of the undivided interest of the Unit Owner in and to the leasehold estate because of default by such Unit Owner without compliance by Landlord with the applicable provisions of such Section 17.

G. No termination of the undivided leasehold estate of any Unit Owner shall terminate the Condominium Declaration unless the interest of all Unit Owners has terminated, but such Condominium Declaration shall remain in full force and effect so long as any Unit Owner owns a Unit unless otherwise terminated in accordance with the provisions of such Declaration and with the prior written consent of the mortgagees of all Unit Owners and if still unreleased, The Fort Worth National Bank or the mortgagee of the financing by Tenant of Phase II described in Exhibit B hereto. Upon the expiration of the term of this ground lease, or upon the earlier termination of the entire leasehold estate hereunder, the Condominium Declaration shall terminate and be of no further force and effect unless at the time of such termination Landlord shall file an instrument of record expressly consenting to the continuation of such Declaration.

VOL 79 PAGE  
79108 0035

H. In the event any Unit Owner shall sell his Unit in accordance with the Condominium Bylaws so as to be relieved from liability for his contribution to future expenses of the condominium association and condominium project, from and after the closing date of such sale and upon the assumption by the purchaser of the obligations of Tenant hereunder with respect to such Unit, the seller shall be relieved of any liability for payment of rent and performance of the other covenants of this lease.

23. OPTION TO RENEW

A. Landlord hereby grants to Tenant an option to

renew this lease for an additional term of twenty-five (25) years commencing June 1, 2034 on the same terms and conditions

except for the amount of as contained in this lease except for the amount of rental to

be paid to Landlord by Tenant. This option shall be exercised

by the giving of written notice of the exercise thereof by

Tenant to Landlord at any time during the 55th year of the term

of this lease, that is, at any time during the 12-month period

beginning May 31, 2033 and ending May 31, 2034, in the manner

provided for the giving of notices in Section 24 hereof.

B. In the event the condominium office building

still exists on the Premises at the time of the exercise

of the option so that the improvements consist of condominium

Units owned by Unit Owners as contemplated by Section 22 of

this lease, the option shall be exercisable by the Unit Owners

owning not less than two-thirds (2/3) of the percentage of

ownership allocated to the condominium Units as set forth in

the Condominium Declaration. If the owners of such 2/3 of the

total percentage of ownership shall exercise such option, their

decision shall be binding upon all of the Unit Owners, and the

lease shall be extended for an additional term of twenty-five

(25) years ending on the 31st day of May, 2059, and the

undivided interest in the leasehold estate of each Unit Owner

shall be extended so as to expire May 31, 2059.

VOL. PAGE

79108 0036

C. In the event the option is exercised and the term of this lease extended, Tenant shall pay to Landlord for such term commencing June 1, 2034 a monthly rental of \$4.55 per square foot of net salable or leaseable area in the buildings built or under construction, payable in advance on the first day of each month.

**24. NOTICES**

Whenever any notice is required or permitted hereunder, such notice shall be deemed to have been given, whether actually received or not, when deposited in the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other addresses as they have theretofore specified by written notice delivered in accordance with this paragraph:

**LANDLORD:**

**RICHARDSON LAND ASSOCIATES, LTD.**  
8325 Walnut Hill Lane, Suite 225  
Dallas, Texas 75231

**Attention:**

**TENANT:**

**RICHARDSON MEDICAL CENTER ASSOCIATES, LTD.**  
8325 Walnut Hill Lane, Suite 225  
Dallas, Texas 75231

**Attention:**

**25. ENTIRE AGREEMENT**

This lease constitutes the entire agreement between the parties hereto and it may not be amended except by instrument in writing signed by both parties hereto.

**26. WAIVERS**

One or more waivers of any covenant of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant. The consent by either party to any act by the other party requiring such consent shall not be deemed to waive or render unnecessary consent to any subsequent similar act.

**VOL. 17 PAGE**  
**79108 0037**



**27. HEADINGS**

The headings used in this lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

**28. BINDING EFFECT**

The terms, provisions, and covenants of this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in multiple counterparts the day and year first above written.

RICHARDSON LAND ASSOCIATES, LTD.

By: CLARK BROTHERS

By: Eddie Clark  
General Partner

RICHARDSON MEDICAL CENTER ASSOCIATES, LTD.

By: WOODHILL JOINT VENTURE

By: Eddie Clark  
General Partner

RICHARDSON LAND ASSOCIATES, LTD.

By: CLARK BROTHERS

By: [Signature]  
Eddie Clark  
General Partner

RICHARDSON MEDICAL CENTER ASSOCIATES, LTD.

By: Woodhill Joint Venture

By: [Signature]  
Eddie Clark  
General Partner

98-11-100  
7310-003

VOL 7310 PAGE 0038

Single Acknowledgment

The State of Texas  
County of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Eddie Clark, a partner of Clark Brothers, Clark Brothers being general partner of Richardson Land Associates, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31<sup>st</sup> day of May 1979.



[Signature]  
Notary Public in and for Dallas County,  
Texas

My commission expires:

Sept. 30, 1980

VOL. PAGE  
79108 0039

VOL. PAGE  
79108 0039

Single Acknowledgment

The State of Texas  
County of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Eddie Clark, a partner of Clark Brothers, Clark Brothers being general partner of Richardson Medical Center Associates, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31<sup>st</sup> day of May 1979.



[Signature]  
Notary Public in and for Dallas County,  
Texas

My commission expires:

Sept. 30, 1980

VOL. 77 PAGE  
73108 0040

FILES  
*R. E. Murdoch*  
COUNTY CLERK  
DALLAS COUNTY

78 MAY 31 PM 4:28

RETURN TO:  
DALLAS TITLE COMPANY  
1301 MAIN ST.  
DALLAS, TEXAS 75202

418

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

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

JUN 4 1979



*R. E. Murdoch*  
COUNTY CLERK, Dallas County, Texas

*R. E. Murdoch*  
COUNTY CLERK, Dallas County, Texas

VOL 77 PAGE  
79108 0041

VOL 77 PAGE  
79108 0041