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B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Northern District of Texas BMC GROUP		PROOF OF CLAIM
Name of Debtor: GOLD'S GYM INTERNATIONAL, INC.	Case Number: 20-31319-hdh11	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MURPHY PLAZA, LLC		
Name and address where notices should be sent: P.O. Box 558 McKinney, TX 75070 Telephone number: (214) 448-6382 email: matt@kpmptexas.com		<div style="text-align: center;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>116,609.54</u>		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Guaranty of Lease [SEE ATTACHMENT]</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <div style="text-align: center;">2 4 2 5</div>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> 4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: SEE ATTACHMENT FOR DESCRIPTION AND NATURE OF CLAIM Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) </div> <div style="width: 35%;"> Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>116,609.54</u> </div> </div>		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). \$ _____
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

GGI HOLDINGS POC



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7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Matt Barrier
Title: Manager
Company: Murphy Plaza, LLC
Address and telephone number (if different from notice address above):
119 W. Virginia St., Suite 203
McKinney, TX 75069


(Signature)

7/17/2020
(Date)

Telephone number: (214) 448-6382 email: matt@kpmptexas.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim.

However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**Murphy Plaza, LLC
119 W Virginia, Suite 203
McKinney, TX 75069**

July 21, 2020

BMC Group
Attn: Gold's Gym International, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Re: Case Number 20-31319-hdh11

Dear Sir/Madame:

Please find enclosed one original and one copy of our Proof of Claim and supporting documentation for Murphy Plaza, LLC claim. We have supplied a prepaid FedEx envelope for the return to us of a filed/recorded stamped copy.

1. Proof of Claim
2. Attachment to Proof of Claim
3. Additional Supporting Documents

If you have questions or need anything further please feel free to contact me.

Thank you,



Kim K. Jones

Attachment to Proof of Claim
of Murphy Plaza, LLC
In Gold's Gym International, Inc. Case no. 20-31319

Murphy Plaza, LLC ("Murphy Plaza" or "Claimant") is the landlord under that certain Guaranty of Lease dated April 19, 2006 (the "Guaranty"), executed in connection with that certain Lease Agreement dated April 11, 2006, which was subsequently amended by a First Amendment to Lease Agreement dated June 15, 2007, Second Amendment to Lease Agreement dated December 13, 2018, Third Amendment to Lease Agreement dated December 3, 2019, and Fourth Amendment to Lease Agreement dated January 24, 2020, as so amended and/or modified is herein referred to collectively as the "Lease", between Murphy Plaza, LLC as ultimate successor in interest to 2425 McKinney Co. and **Gold's Gym International, Inc.** ("Debtor") regarding the premises and property, as more specifically described in the Lease and Guaranty, located at 2425 McKinney Ave., Dallas, Dallas County, Texas.

Claimant files this Proof of Claim in the amount of \$116,609.54 representing amounts Debtor, as Guarantor, owed Claimant, as of the petition date, in pre-petition rent and other amounts due under the Lease and Guaranty. Claimant asserts the right to demand additional amounts to which it may be entitled under the Lease and Guaranty, both pre-petition and/or post-petition including, but not limited to, rent, interest, attorneys fees, and any and all other charges or amounts due or becoming due arising out of or in any way related to the Lease and Guaranty.

Amounts owed arising out of or related to the Guaranty stem from the debt obligations under Lease by the tenant, **Gold's Texas Holdings Group, Inc.**, a debtor in a related bankruptcy proceeding. Claimant is likewise filing a claim in the tenant's bankruptcy proceeding.

The Lease, Guaranty, and documents supporting this Proof of Claim are attached hereto.

Claimant reserves the right to amend, modify, and/or supplement this Proof of Claim. By filing this proof of claim, Claimant does not waive, compromise, relinquish or release any and all rights it has against the Debtor or any other entity or person liable to Claimant. Nothing contained herein shall be considered an election of remedies. Claimant expressly reserves any and all rights it has or may have of any kind, character or nature, including but not limited to, rights of offset and/or recoupment.

Gold's Gym Past Due Debt Owed to Murphy Plaza, LLC**Brupcty
Petition
5/4/2020**

Past Due Rent	Amounts	Late Date	Days Past Due
April 2020 Rent	\$ 40,196.21		
April 2020 Late Rent Fee	\$ 100.00		
April 2020 Late Rent Interest Expense (12% per lease)	\$ 304.71	4/11/2020	23
May 2020 (through May 15) Rent	\$ 19,449.78		
May 2020 Late Rent Fee	\$ 100.00		
May 2020 Late Rent Interest Expense	\$ -	5/26/2020	0
Past Due 2019 TI Reimbursement	\$ 34,325.97		
Past Due 2019 TI Reimbursement Late Fee	\$ 100.00		
Past Due 2019 TI Reimbursement Interest Expense	\$ 722.26	2/29/2020	64
2020 Additional Expense Reimbursements Owed			
CEI Roofing (2 invoices)	\$ 1,404.53		
2020 TI Reconciliation Reimbursement	\$ 19,668.06		
2020 Additional Parking Electricity Bill Reimbursement	\$ 238.03		
Total Owed to Landlord	\$ 116,609.54		

GUARANTY OF LEASE

THIS GUARANTY is given by **GOLD'S GYM INTERNATIONAL, INC.**, a Delaware corporation (hereinafter called "**Guarantor**," whether one or more) to 2425 McKINNEY CO., a Texas general partnership (hereinafter called "**Landlord**");

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

In order to induce the Landlord to demise to **GOLD'S TEXAS HOLDINGS, L.P.**, a Delaware limited partnership (hereinafter with its successors and assigns referred to as "**Tenant**") certain premises ("**Premises**") to be (or which has been) constructed on land situated at 2425 McKinney Avenue, Dallas, Dallas County, Texas, and being described in and pursuant to a certain Lease Agreement dated 9/14/06, 2006 (which Lease, together with any and all present and future modifications, amendments, renewals and extensions thereof, is hereinafter referred to as the "**Lease**"), Guarantor agrees as follows:

1. Guarantor does hereby jointly and severally unconditionally, irrevocably and absolutely guarantee to Landlord the full, prompt and complete payment by Tenant of the rent and all other sums which may now or hereafter be payable by Tenant under the Lease and the full, prompt and complete performance by Tenant of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant without regard to any forbearance, delay, neglect or failure on the part of Landlord in enforcing same.

2. Guarantor does hereby waive notice of acceptance hereof and any and all other notices which by law are required to be given to Tenant, and also waives any demand for or notice of default of the payment of rent and other sums which may be payable by Tenant under the Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant; and Guarantor does further expressly hereby waive any legal obligation, duty or necessity for Landlord to proceed first against Tenant or to exhaust all remedies that Landlord may have against Tenant, it being agreed that in the event of Tenant's default under the Lease, Landlord may proceed and have right of action solely against either Guarantor or Tenant or jointly against Guarantor and Tenant.

3. If Tenant becomes insolvent, is adjudicated a bankrupt, or files a petition for reorganization, arrangement or similar relief under any present or future provision of any federal or state bankruptcy or similar law, or if any such petition filed by the creditors of Tenant is approved by a court, or if Tenant seeks a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver of all or part of its property and assets is appointed by any state or federal court, then, in any of such events, the Guarantor's liability under this Guaranty shall not be affected in any way thereby and, if in any such proceeding the Lease is terminated or rejected or the obligations of Tenant thereunder are modified, then, at Landlord's option, Guarantor shall immediately pay to Landlord (a) an amount equal to all fixed, contingent and additional rent and other payments which have accrued and remain unpaid as of and including the date of such termination, rejection or modification, plus (b) an amount equal to the then cash value of the fixed, contingent and additional



rent and other payments which would have been payable under the Lease for the unexpired portion of the term thereby demised, less the then cash rental value of the Premises for such unexpired portion of the term, with such sum being discounted to present value at the higher of six percent (6%) or the prime rate charged by Citibank, N.A. from the date of termination together with interest on the amounts designated in clauses (a) and (b) above at the rate of twelve percent interest (12%) from the date of such termination, rejection or modification to the date of payment.

4. Guarantor shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this Guaranty or the Lease or to be excused from any liability hereunder which Tenant could not make or invoke, and Guarantor hereby expressly waives any defense in law or in equity which is not or would not be available to Tenant, it being the intent hereof that the liability of Guarantor hereunder is primary and unconditional.

5. Guarantor hereby agrees that the covenants and provisions contained in the Lease may be altered, extended, changed, modified, renewed, released or cancelled by Landlord and Tenant with or without release of Tenant from liability or obligation, all without the consent of Guarantor, and Guarantor agrees that this Guaranty and the liability of Guarantor hereunder shall in no way be affected, diminished or released thereby.

6. It is fully understood that until each and every one of the covenants and agreements of this Guaranty is fully performed, Guarantor's obligations hereunder shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, renewal, modification, forbearance or delay or any other act or omission of Landlord or its failure to proceed promptly or otherwise or by reason of any action taken or omitted by Landlord, whether or not such action taken or omitted by Landlord, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, Guarantor, and Guarantor hereby expressly waives and surrenders any defense to Guarantor's liability hereunder based upon any of the foregoing acts, omissions, things, agreements or waivers, it being the purpose and intent of the parties hereto that the covenants, agreements and all obligations of Guarantor hereunder are absolute, unconditional and irrevocable.

7. In the event it shall be asserted that Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as Guarantor would have been if the obligations of Tenant had been enforceable against Tenant.

8. In the event any suit or action is brought in connection with the enforcement of this Guaranty, Guarantor shall pay reasonable attorneys' fees and all court costs reasonably incurred by Landlord.

9. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Landlord.

10. If Guarantor is a corporation, then the undersigned officer of such corporation personally represents and warrants that the Board of Directors of such corporation, in a duly held meeting, has

A handwritten signature in black ink, appearing to be 'MS' or similar, located in the bottom right corner of the page.


approved this Guaranty and has determined that this Guaranty may reasonably be expected to benefit said corporation.

11. Guarantor agrees that this contract is performable in Dallas County, Texas, and waives the right to be sued elsewhere.

EXECUTED this the 19th day of April, 2006.

GUARANTOR:

GOLD'S GYM INTERNATIONAL, INC.,
a Delaware corporation

By: 
Printed Name: Randall R. Schultz
Title: EVP & CFO

Address: 125 E. John Carpenter Freeway,
Thirteenth Floor
Irving, Texas 75062



UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: GOLD'S TEXAS HOLDINGS GROUP, INC.	Case Number: 20-31337-hdh11	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MURPHY PLAZA, LLC		
Name and address where notices should be sent: P.O. Box 558 McKinney, TX 75070 Telephone number: (214) 448-6382 email: matt@kpmptexas.com		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>116,609.54</u>		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Amounts due under Lease Agreement [SEE ATTACHMENT]</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <div style="text-align: center; font-size: 1.2em;">2 4 2 5</div>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Basis for perfection: _____ Describe: SEE ATTACHMENT FOR DESCRIPTION AND NATURE OF CLAIM		
Value of Property: \$ _____ Amount of Secured Claim: \$ _____		
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable Amount Unsecured: \$ <u>116,609.54</u> (when case was filed)		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
Amount entitled to priority: \$ _____		
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Matt Barrier
Title: Manager
Company: Murphy Plaza, LLC
Address and telephone number (if different from notice address above):
119 W. Virginia St., Suite 203
McKinney, TX 75069

Matt Barrier 07/17/2020
(Signature) (Date)

Telephone number: (214) 448-6382 email: matt@kpmptexas.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

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2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim.

However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Attachment to Proof of Claim
of Murphy Plaza, LLC
In Gold's Texas Holdings Group Inc. Case no. 20-31337

Murphy Plaza, LLC ("Murphy Plaza" or "Claimant") is the landlord under that certain Lease Agreement dated April 11, 2006, which was subsequently amended by a First Amendment to Lease Agreement dated June 15, 2007, Second Amendment to Lease Agreement dated December 13, 2018, Third Amendment to Lease Agreement dated December 3, 2019, and Fourth Amendment to Lease Agreement dated January 24, 2020, as so amended and/or modified is herein referred to collectively as the "Lease", between Murphy Plaza, LLC as ultimate successor in interest to 2425 McKinney Co. and **Gold's Texas Holdings Group, Inc.** ("Debtor") regarding the premises and property, as more specifically described in the Lease, located at 2425 McKinney Ave., Dallas, Dallas County, Texas.

Claimant files this Proof of Claim in the amount of \$116,609.54 representing amounts Debtor owed Claimant, as of the petition date, in pre-petition rent and other amounts due under the Lease. Claimant asserts the right to request additional amounts to which it may be entitled under the Lease, both pre-petition and/or post-petition including, but not limited to, rent, interest, attorneys fees, and any and all other charges or amounts due or becoming due arising out of or in any way related to the Lease.

Amounts owed arising out of or related to the Lease have been guaranteed by **Gold's Gym International, Inc.**, a debtor in a related bankruptcy proceeding. Claimant is likewise filing a claim in the guarantor's bankruptcy proceeding.

The Lease expired on its terms on May 15, 2020. Subsequent to the commencement of the Bankruptcy Proceeding, the Debtor filed a motion to reject certain leases, including the Lease. To the extent that the Debtor takes the position that the Lease has been rejected, this Proof of Claim shall constitute Claimant's rejection damages claim.

The Lease and documents supporting this Proof of Claim are attached hereto.

Claimant reserves the right to amend, modify, and/or supplement this Proof of Claim. By filing this proof of claim, Claimant does not waive, compromise, relinquish or release any and all rights it has against the Debtor or any other entity or person liable to Claimant. Nothing contained herein shall be considered an election of remedies. Claimant expressly reserves any and all rights it has or may have of any kind, character or nature, including but not limited to, rights of offset and/or recoupment.

Gold's Gym Past Due Debt Owed to Murphy Plaza, LLC**Brupcty
Petition
5/4/2020**

Past Due Rent	Amounts	Late Date	Days Past Due
April 2020 Rent	\$ 40,196.21		
April 2020 Late Rent Fee	\$ 100.00		
April 2020 Late Rent Interest Expense (12% per lease)	\$ 304.71	4/11/2020	23
May 2020 (through May 15) Rent	\$ 19,449.78		
May 2020 Late Rent Fee	\$ 100.00		
May 2020 Late Rent Interest Expense	\$ -	5/26/2020	0
Past Due 2019 TI Reimbursement	\$ 34,325.97		
Past Due 2019 TI Reimbursement Late Fee	\$ 100.00		
Past Due 2019 TI Reimbursement Interest Expense	\$ 722.26	2/29/2020	64
2020 Additional Expense Reimbursements Owed			
CEI Roofing (2 invoices)	\$ 1,404.53		
2020 TI Reconciliation Reimbursement	\$ 19,668.06		
2020 Additional Parking Electricity Bill Reimbursement	\$ 238.03		
Total Owed to Landlord	\$ 116,609.54		

Gold's Gym Lease ID-43027
2425 McKinney Avenue, Dallas, TX 75201
2019 Real Estate Taxes & Insurance Reconciliation

	Costs	Allocable to Tenants
Real Estate Taxes -2019	\$ 272,166.01	\$ 272,166.01
Property Tax Appeal Fee	\$ 13,080.00	\$ 13,080.00
Insurance-2019	\$ 30,434.48	\$ 30,434.48
	<u>\$ 315,680.49</u>	<u>\$ 315,680.49</u>
 Total Costs Allocable to Tenant 2019		 \$ 315,680.49
 2020 Estimated Monthly Tax and Insurance Payments		 \$ 26,306.71
 January 2019 Payment		\$ 21,984.36
February 2019 Payment		\$ 21,984.36
March 2019 Payment		\$ 21,984.36
February 2019 Payment		\$ 21,984.36
May 2019 Payment		\$ 21,984.36
June 2019 Payment		\$ 21,984.36
July 2019 Payment		\$ 23,446.21
August 2019 Payment		\$ 23,446.21
September 2019 Payment		\$ 23,446.21
October 2019 Payment		\$ 23,446.21
November 2019 Payment		\$ 23,446.21
December Rent 2019 Payment		\$ 23,446.21
Total Tenant Tax & Insurance additional rent payment (January - May 2019)		<u>\$ 8,771.10</u>
Total Tenant Tax & Insurance Payments 2019		\$ 281,354.52
Total Costs Allocable to Tenant 2019		<u>\$ (315,680.49)</u>
Total Tenant Tax & Insurance Underpayment/Over Due		\$ (34,325.97)



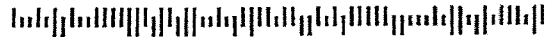
DALLAS COUNTY TAX OFFICE
JOHN R. AMES, CTA
 TAX ASSESSOR/COLLECTOR

1201 Elm Street, Suite 2600
 Dallas, Texas 75270
www.dallascounty.org/tax | 214-653-7811
 email: propertytax@dallascounty.org

2019 TAX STATEMENT



MURPHY PLAZA LLC
 ATTN:MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-1428



Account: 00000135313000000

Property Description:

2515 FAIRMOUNT ST, DA
 BLK 949
 LOT 3
 55X142 FAIRMONT 236FR MCKINNEY
 INT201100235322 DD09062011 CO-DC

Land Value:	820,050
Improvement Value:	0
Agriculture Value:	0
Market Value:	820,050

Statement Date: October 04, 2019

Jurisdiction	Taxable Value	Tax Rate	Tax Due
DAL CNTY	820,050	0.2431000	\$1,993.54
HOSP DIST	820,050	0.2695000	\$2,210.03
COLL DIST	820,050	0.1240000	\$1,016.86
SCH EQUAL	820,050	0.0100000	\$82.01
DALLAS ISD	820,050	1.3103850	\$10,745.81
DALLAS CTY	820,050	0.7766000	\$6,368.51
U.I.D.O.	820,050	0.0450000	\$369.02

Total taxes for account: \$22,785.78
 Previous payment on account: \$0.00

Pay taxes online at:
www.dallascounty.org/tax

PAY BY JANUARY 31, 2020
\$22,785.78

Your check may be converted to electronic funds transfer

Return This Portion With Your Payment

Account: 00000135313000000

2

0000000000001030503010300000000000011900022785788

IF PAID IN	P&I	TOTAL DUE
FEB	7%	\$24,358.65
MAR	9%	\$24,810.67

Remit To:

John R. Ames, CTA
 P O Box 139066
 Dallas, Texas 75313-9066



PAY BY JANUARY 31, 2020
\$22,785.78

Amount Paid: \$ _____

MURPHY PLAZA LLC
 ATTN:MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-0000

Payment Confirmation - Tax Payment

"Thank you for using our On-Line payment system. We look forward to serving your needs.

"THIS IS NOT A RECEIPT". Your confirmation number confirms an attempt to pay. Contact your financial institution to confirm the transaction was completed. If you have questions about this payment or need assistance, please view the payment online at www.dallascounty.org/tax or call the Dallas County Customer Care Center at (214) 653-7811.

Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: DLSTAX001448636

Confirmation Date (CT): Dec-19-2019 02:19:03 PM

Your Payment Detail

Payment Amount: **\$22,785.78**

Convenience Fee: **\$0.00**

Total Payment Amount: **\$22,785.78**

Amount Due: **\$22,785.78**

Property Site Address: **2515 FAIRMOUNT ST, DA**

Owner Name: **MURPHY PLAZA LLC**

Your Account Detail

Bank Routing Number: **265270413**

Bank Account Number: **XXXXXXXXXXXX3315**

Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address*: kim@kpmptexas.com

Please keep a record of your Confirmation Number, or print this page for your records.





DALLAS COUNTY TAX OFFICE
JOHN R. AMES, CTA
 TAX ASSESSOR/COLLECTOR

1201 Elm Street, Suite 2600
 Dallas, Texas 75270
www.dallascounty.org/tax | 214-653-7811
 email: propertytax@dallascounty.org

2019 TAX STATEMENT



MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-1428



Account: 00000135487000000

Property Description:
 2526 FAIRMOUNT ST, DA
 MAHONS SUBD OF HOMESTEAD
 BLK 2/954 TR 10 ; 70X170
 230FR MAHON
 INT201100235322 DD09062011 CO-DC

Land Value:	1,249,500
Improvement Value:	0
Agriculture Value:	0
Market Value:	1,249,500

Statement Date: October 08, 2019

Jurisdiction	Taxable Value	Tax Rate	Tax Due
DAL CNTY	1,249,500	0.2431000	\$3,037.53
HOSP DIST	1,249,500	0.2695000	\$3,367.40
COLL DIST	1,249,500	0.1240000	\$1,549.38
SCH EQUAL	1,249,500	0.0100000	\$124.95
DALLAS ISD	1,249,500	1.3103850	\$16,373.26
DALLAS CTY	1,249,500	0.7766000	\$9,703.62
U.I.D.O.	1,249,500	0.0450000	\$562.28

Total taxes for account: \$34,718.42
 Previous payment on account: \$0.00

Pay taxes online at:
www.dallascounty.org/tax

PAY BY JANUARY 31, 2020
\$34,718.42

Your check may be converted to electronic funds transfer

Return This Portion With Your Payment

Account: 00000135487000000

2

000000000000103050408070000000000011900034718429

IF PAID IN	P&I	TOTAL DUE
FEB	7%	\$37,114.98
MAR	9%	\$37,803.73

Remit To:

John R. Ames, CTA
 P O Box 139066
 Dallas, Texas 75313-9066



PAY BY JANUARY 31, 2020
\$34,718.42

Amount Paid: \$ _____

MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-0000

Payment Confirmation - Tax Payment

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Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: DLSTAX001448620

Confirmation Date (CT): Dec-19-2019 02:13:09 PM

Your Payment Detail

Payment Amount: **\$34,718.42**

Convenience Fee: **\$0.00**

Total Payment Amount: **\$34,718.42**

Amount Due: **\$34,718.42**

Property Site Address: **2526 FAIRMOUNT ST, DA**

Owner Name: **MURPHY PLAZA LLC**

Your Account Detail

Bank Routing Number: **265270413**

Bank Account Number: **XXXXXXXXXXXX3315**

Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address*: kim@kpmptexas.com

Please keep a record of your Confirmation Number, or print this page for your records.





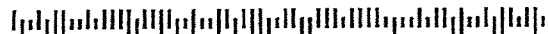
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 Dallas, Texas 75270
www.dallascounty.org/tax | 214-653-7811
 email: propertytax@dallascounty.org

2019 TAX STATEMENT



MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-1428



Account: 00000135322000000

Property Description:
 2421 MCKINNEY AVE, DA
 BLK 949
 ACS 0.3245
 MCKINNEY 80' FR FAIRMOUNT
 INT201100235322 DD09062011 CO-DC

Land Value:	2,120,250
Improvement Value:	0
Agriculture Value:	0
Market Value:	2,120,250

Statement Date: October 08, 2019

Jurisdiction	Taxable Value	Tax Rate	Tax Due
DAL CNTY	2,120,250	0.2431000	\$5,154.33
HOSP DIST	2,120,250	0.2695000	\$5,714.07
COLL DIST	2,120,250	0.1240000	\$2,629.11
SCH EQUAL	2,120,250	0.0100000	\$212.03
DALLAS ISD	2,120,250	1.3103850	\$27,783.44
DALLAS CTY	2,120,250	0.7766000	\$16,465.86
U.I.D.O.	2,120,250	0.0450000	\$954.11

Total taxes for account: \$58,912.95
 Previous payment on account: \$0.00

Pay taxes online at:
www.dallascounty.org/tax

PAY BY JANUARY 31, 2020
\$58,912.95

Your check may be converted to electronic funds transfer

Return This Portion With Your Payment

Account: 00000135322000000

2

00000000000010305030202000000000000011900058912959

IF PAID IN	P&I	TOTAL DUE
FEB	7%	\$62,979.60
MAR	9%	\$64,148.33

Remit To:
 John R. Ames, CTA
 P O Box 139066
 Dallas, Texas 75313-9066



PAY BY JANUARY 31, 2020
\$58,912.95
 Amount Paid: \$ _____

MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-0000

Payment Confirmation - Tax Payment

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Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: DLSTAX001448615

Confirmation Date (CT): Dec-19-2019 02:09:40 PM

Your Payment Detail

Payment Amount: **\$58,912.95**

Convenience Fee: **\$0.00**

Total Payment Amount: **\$58,912.95**

Amount Due: **\$58,912.95**

Property Site Address: **2421 MCKINNEY AVE, DA**

Owner Name: **MURPHY PLAZA LLC**

Your Account Detail

Bank Routing Number: **265270413**

Bank Account Number: **XXXXXXXXXXXXX3315**

Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address*: kim@kpmptexas.com

Please keep a record of your Confirmation Number, or print this page for your records.





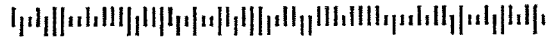
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1201 Elm Street, Suite 2600
 Dallas, Texas 75270
www.dallascounty.org/tax | 214-653-7811
 email: propertytax@dallascounty.org

2019 TAX STATEMENT



MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-1428



Account: 00000135307000000

Property Description:
 2425 MCKINNEY AVE, DA
 BLK 949
 LOT 5
 80X130X70X175 MCKINNEY & FAIRMONT
 INT201100235322 DD09062011 CO-DC

Land Value:	1,601,250
Improvement Value:	965,620
Agriculture Value:	0
Market Value:	<u>2,566,870</u>

Statement Date: October 08, 2019

Jurisdiction	Taxable Value	Tax Rate	Tax Due
DAL CNTY	2,566,870	0.2431000	\$6,240.06
HOSP DIST	2,566,870	0.2695000	\$6,917.71
COLL DIST	2,566,870	0.1240000	\$3,182.92
SCH EQUAL	2,566,870	0.0100000	\$256.69
DALLAS ISD	2,566,870	1.3103850	\$33,635.88
DALLAS CTY	2,566,870	0.7766000	\$19,934.31
U.I.D.O.	2,566,870	0.0450000	\$1,155.09

Total taxes for account: \$71,322.66
 Previous payment on account: \$0.00

Pay taxes online at:
www.dallascounty.org/tax

PAY BY JANUARY 31, 2020
\$71,322.66

Your check may be converted to electronic funds transfer

Return This Portion With Your Payment

Account: 00000135307000000

2

00000000000010305030007000000000000011900071322662

IF PAID IN	P&I	TOTAL DUE
FEB	7%	\$76,245.93
MAR	9%	\$77,660.84

Remit To:
 John R. Ames, CTA
 P O Box 139066
 Dallas, Texas 75313-9066



PAY BY JANUARY 31, 2020
\$71,322.66

Amount Paid: \$ _____

MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-0000

Payment Confirmation - Tax Payment

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Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: DLSTAX001448605

Confirmation Date (CT): Dec-19-2019 02:06:11 PM

Your Payment Detail

Payment Amount: **\$71,322.66**

Convenience Fee: **\$0.00**

Total Payment Amount: **\$71,322.66**

Amount Due: **\$71,322.66**

Property Site Address: **2425 MCKINNEY AVE, DA**

Owner Name: **MURPHY PLAZA LLC**

Your Account Detail

Bank Routing Number: **265270413**

Bank Account Number: **XXXXXXXXXXXX3315**

Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address*: kim@kpmptexas.com

Please keep a record of your Confirmation Number, or print this page for your records.





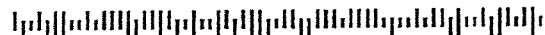
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JOHN R. AMES, CTA
 TAX ASSESSOR/COLLECTOR

1201 Elm Street, Suite 2600
 Dallas, Texas 75270
www.dallascounty.org/tax | 214-653-7811
 email: propertytax@dallascounty.org

2019 TAX STATEMENT



MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-1428



Account: 00000135304000000

Property Description:

2507 FAIRMOUNT ST, DA
 BLK 949
 LT 4
 106X146 FAIRMONT 130FR MCKINNEY
 INT201100235322 DD09062011 CO-DC

Land Value:	1,624,980
Improvement Value:	1,413,480
Agriculture Value:	0
Market Value:	3,038,460

Statement Date: October 08, 2019

Jurisdiction	Taxable Value	Tax Rate	Tax Due
DAL CNTY	3,038,460	0.2431000	\$7,386.50
HOSP DIST	3,038,460	0.2695000	\$8,188.65
COLL DIST	3,038,460	0.1240000	\$3,767.69
SCH EQUAL	3,038,460	0.0100000	\$303.85
DALLAS ISD	3,038,460	1.3103850	\$39,815.52
DALLAS CTY	3,038,460	0.7766000	\$23,596.68
U.I.D.O.	3,038,460	0.0450000	\$1,367.31

Total taxes for account: \$84,426.20
 Previous payment on account: \$0.00

Pay taxes online at:
www.dallascounty.org/tax

PAY BY JANUARY 31, 2020
\$84,426.20

Your check may be converted to electronic funds transfer

Return This Portion With Your Payment

Account: 00000135304000000

2

00000000000010305030004000000000000011900084426206

IF PAID IN	P&I	TOTAL DUE
FEB	7%	\$90,254.01
MAR	9%	\$91,928.86

Remit To:

John R. Ames, CTA
 P O Box 139066
 Dallas, Texas 75313-9066



PAY BY JANUARY 31, 2020
\$84,426.20

Amount Paid: \$ _____

MURPHY PLAZA LLC
 ATTN: MARTIN ADLER
 PO BOX 941428
 PLANO TX 75094-0000

Payment Confirmation - Tax Payment

"Thank you for using our On-Line payment system. We look forward to serving your needs.

"THIS IS NOT A RECEIPT". Your confirmation number confirms an attempt to pay. Contact your financial institution to confirm the transaction was completed. If you have questions about this payment or need assistance, please view the payment online at www.dallascounty.org/tax or call the Dallas County Customer Care Center at (214) 653-7811.

Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: DLSTAX001448533

Confirmation Date (CT): Dec-19-2019 01:34:33 PM

Your Payment Detail

Payment Amount: **\$84,426.20**

Convenience Fee: **\$0.00**

Total Payment Amount: **\$84,426.20**

Amount Due: **\$84,426.20**

Property Site Address: **2507 FAIRMOUNT ST, DA**

Owner Name: **MURPHY PLAZA LLC**

Your Account Detail

Bank Routing Number: **265270413**

Bank Account Number: **XXXXXXXXXXXXX3315**

Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address*: kim@kpmptexas.com

Please keep a record of your Confirmation Number, or print this page for your records.





SMITH DOUGLAS
PROPERTY TAX CONSULTANTS

APPEAL RESULTS NOTIFICATION

MURPHY PLAZA LLC
TAX SAVINGS SUMMARY
2019 PROPERTY TAXES

FACILITY TENANT NAME: Murphy Plaza LLC
PROPERTY ADDRESS: 2421 McKinney Ave
Dallas (Dallas), Texas
PROPERTY ID #: 00000135322000000
PROPERTY TYPE: Real Estate

	ORIGINAL VALUE	FINAL VALUE
FAIR MARKET VALUE:	\$ 2,473,630	\$ 2,120,250
TEXAS ASSESSMENT RATIO:	100%	100%
ASSESSED VALUE	\$ 2,473,630	\$ 2,120,250
CURRENT TAX RATE:	2.845%	2.845%
ESTIMATED TAXES:	\$ 70,381	\$ 60,326

EST. APPEAL TAX SAVINGS:	\$ 10,054
SMITH & DOUGLAS CONTINGENCY RATE:	25%
SMITH & DOUGLAS CONTINGENCY FEE:	\$ 2,514

Status of Appeal:

X

Accepted; No Further Action

Reviewing Cost/Benefit of Filing Litigation Appeal



7110 8323 8170 0272 4495

**APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF FINAL ORDER**

SMITH & DOUGLAS INC	Account #:	C00000135322000000
6950 TPC DRIVE STE 120	Consultant:	990
MCKINNEY, TX 75070-1333	Property Address:	2421 MCKINNEY AVE
Panel #: C 06/14/2019 9:45 AM	Legal Description:	BLK 949 ACS 0.3245 MCKINNEY 80' FR FAIRMOUNT
Protest Year: 2019		



THE APPRAISAL REVIEW BOARD HAS MADE A FINAL DECISION ON YOUR PROTEST. A COPY OF THE ORDER DETERMINING PROTEST IS DISPLAYED BELOW.

You have the right to appeal this order to the District Court. As an alternative to filing an appeal to the District Court, you may appeal this order through binding arbitration if your protest concerned the appraised or market value of real property and personal property and: 1) the appraised or market value, as applicable, of the property as determined by the order is valued at \$5 million or less and for all residence homesteads as determined by the order that is valued at more than \$5 million; and 2) the appeal does not involve any matter in dispute other than the determination of the appraised or market value of the property.

If you want to appeal the ARB order to District Court, you should consult an attorney. You must file a petition with the District Court within 60 days of the date you receive this notice. Within 60 days of the date that you receive this notice, you must file a request for binding arbitration with the appraisal district for which this order is issued. If you appeal to the District Court, you must pay the amount of taxes not in dispute or the total amount of taxes due on the property under this order, whichever is less, before taxes for the years become delinquent. If you seek binding arbitration, you must pay the amount of taxes not in dispute under this order before taxes for the year become delinquent.

ORDER DETERMINING PROTEST**MARKET VALUE AND UNEQUAL VALUE**

This notice protesting the action of the Dallas Central Appraisal District set forth herein, being timely filed, was presented for a hearing on 06/14/2019.

The notice was timely filed and the ARB had jurisdiction over the case. The Board timely delivered written notice of the hearing date, time and place to the protesting property owner. The owner and Chief Appraiser were given the opportunity to appear, testify, present evidence and testimony. A summary of that evidence is a part of the records of this case. After reviewing the Notice of Protest and hearing the evidence and testimony presented, the Board has determined, with a quorum present, the following:

It is therefore ordered that the appraisal records are incorrect and that the protest be granted and the applicable appraisal records be changed. The correct value is \$2,120,250 according to the Market Value & Unequal Value protest.

Value History:	Proposed / Notified:	\$ 2,473,630	ARB Value:	\$ 2,120,250
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J. Laurence Martin

Chairman, Appraisal Review Board

Jun 28, 2019

Date:



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2019**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135322000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2421 MCKINNEY AVE
DALLAS

Legal Description:
BLK 949
ACS 0.3245
MCKINNEY 80' FR FAIRMOUNT

Dear Property Owner:

This letter is your official notice of the 2019 proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2019, the DCAD appraised your real property at:

2019 Market Value:	\$2,473,630
2019 Appraised Value:	\$2,473,630
2019 Estimated Taxes (using last year's tax rates):	\$70,381



DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and statutes.

The percentage difference between the 2014 appraised value of \$1,554,850 and the proposed 2019 appraised value is an increase of 59.09% over a 5-year period.

To **PROTEST** the proposed 2019 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online uFile system (preferred method) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: May 15, 2019

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

ARB hearings will begin: Monday, April 29, 2019

ARB deliberations will end: Mid-July

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "capped" at the appropriate limit.

001-8723

DALLAS CENTRAL APPRAISAL DISTRICT
 NOTICE OF APPRAISED VALUE - COMMERCIAL
 Tax Year 2019
 www.dallascad.org

Owner Name: MURPHY PLAZA LLC
 Account Number: 00000135322000000
 Property Address: 2421 MCKINNEY AVE

CURRENT YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630		
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
Market Value	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630	\$ 2,473,630		Total
Last Year's Tax Rate	0.253100	0.776700	1.412035	0.279400	0.124000		2.845235
Estimated Taxes Due*	\$ 6,281	\$ 19,213	\$ 34,929	\$ 6,911	\$ 3,087		\$ 70,381

PRIOR YEAR 2018	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Market Value	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	\$ 1,766,880	



Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



SMITH DOUGLAS
PROPERTY TAX CONSULTANTS

APPEAL RESULTS NOTIFICATION

MURPHY PLAZA LLC
TAX SAVINGS SUMMARY
2019 PROPERTY TAXES

FACILITY TENANT NAME: Murphy Plaza LLC
PROPERTY ADDRESS: 2526 Fairmount St
Dallas (Dallas), Texas
PROPERTY ID #: 00000135487000000
PROPERTY TYPE: Real Estate

	ORIGINAL VALUE	FINAL VALUE
FAIR MARKET VALUE:	\$ 1,487,500	\$ 1,249,500
TEXAS ASSESSMENT RATIO:	100%	100%
ASSESSED VALUE	\$ 1,487,500	\$ 1,249,500
CURRENT TAX RATE:	2.845%	2.845%
ESTIMATED TAXES:	\$ 42,323	\$ 35,551

EST. APPEAL TAX SAVINGS:	\$ 6,772
SMITH & DOUGLAS CONTINGENCY RATE:	25%
SMITH & DOUGLAS CONTINGENCY FEE:	\$ 1,693

Status of Appeal:

X

Accepted; No Further Action
Reviewing Cost/Benefit of Filing Litigation Appeal



7110 8323 8170 0272 4495

**APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF FINAL ORDER**

SMITH & DOUGLAS INC

6950 TPC DRIVE STE 120

MCKINNEY, TX 75070-1333

Panel #: C 06/14/2019 9:45 AM

Protest Year: 2019

Account #: C00000135487000000

Consultant: 990

Property Address: 2526 FAIRMOUNT ST

Legal Description: MAHONS SUBD OF HOMESTEAD
BLK 2/954 TR 10 ; 70X170
230FR MAHON

THE APPRAISAL REVIEW BOARD HAS MADE A FINAL DECISION ON YOUR PROTEST. A COPY OF THE ORDER DETERMINING PROTEST IS DISPLAYED BELOW.

You have the right to appeal this order to the District Court. As an alternative to filing an appeal to the District Court, you may appeal this order through binding arbitration if your protest concerned the appraised or market value of real property and personal property and: 1) the appraised or market value, as applicable, of the property as determined by the order is valued at \$5 million or less and for all residence homesteads as determined by the order that is valued at more than \$5 million; and 2) the appeal does not involve any matter in dispute other than the determination of the appraised or market value of the property.

If you want to appeal the ARB order to District Court, you should consult an attorney. You must file a petition with the District Court within 60 days of the date you receive this notice. Within 60 days of the date that you receive this notice, you must file a request for binding arbitration with the appraisal district for which this order is issued. If you appeal to the District Court, you must pay the amount of taxes not in dispute or the total amount of taxes due on the property under this order, whichever is less, before taxes for the years become delinquent. If you seek binding arbitration, you must pay the amount of taxes not in dispute under this order before taxes for the year become delinquent.

ORDER DETERMINING PROTEST**MARKET VALUE AND UNEQUAL VALUE**

This notice protesting the action of the Dallas Central Appraisal District set forth herein, being timely filed, was presented for a hearing on 06/14/2019.

The notice was timely filed and the ARB had jurisdiction over the case. The Board timely delivered written notice of the hearing date, time and place to the protesting property owner. The owner and Chief Appraiser were given the opportunity to appear, testify, present evidence and testimony. A summary of that evidence is a part of the records of this case. After reviewing the Notice of Protest and hearing the evidence and testimony presented, the Board has determined, with a quorum present, the following:

It is therefore ordered that the appraisal records are incorrect and that the protest be granted and the applicable appraisal records be changed. The correct value is \$1,249,500 according to the Market Value & Unequal Value protest.

Value History: Proposed / Notified: \$ 1,487,500 ARB Value: \$ 1,249,500

J. Laurence Martin

Chairman, Appraisal Review Board

Jun 28, 2019

Date:



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2019**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135487000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2526 FAIRMOUNT ST
DALLAS

Legal Description:
MAHONS SUBD OF HOMESTEAD
BLK 2/954 TR 10 ; 70X170
230FR MAHON

Dear Property Owner:

This letter is your official notice of the 2019 proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2019, the DCAD appraised your real property at:

2019 Market Value:	\$1,487,500
2019 Appraised Value:	\$1,487,500
2019 Estimated Taxes (using last year's tax rates):	\$42,323



DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and statutes.

The percentage difference between the 2014 appraised value of \$833,000 and the proposed 2019 appraised value is an increase of 78.57% over a 5-year period.

To **PROTEST** the proposed 2019 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online uFile system (preferred method) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: May 15, 2019

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

ARB hearings will begin: Monday, April 29, 2019

ARB deliberations will end: Mid-July

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "capped" at the appropriate limit.

001-6785

DALLAS CENTRAL APPRAISAL DISTRICT
 NOTICE OF APPRAISED VALUE - COMMERCIAL
 Tax Year 2019
 www.dallascad.org

Owner Name: MURPHY PLAZA LLC
 Account Number: 00000135487000000
 Property Address: 2526 FAIRMOUNT ST

CURRENT YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500		
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
Market Value	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500	\$ 1,487,500		Total
Last Year's Tax Rate	0.253100	0.776700	1.412035	0.279400	0.124000		2.845235
Estimated Taxes Due*	\$ 3,765	\$ 11,553	\$ 21,004	\$ 4,156	\$ 1,845		\$ 42,323

PRIOR YEAR 2018	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Market Value	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	\$ 1,071,000	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



SMITH DOUGLAS
PROPERTY TAX CONSULTANTS

APPEAL RESULTS NOTIFICATION

MURPHY PLAZA LLC
TAX SAVINGS SUMMARY
2019 PROPERTY TAXES

FACILITY TENANT NAME: Murphy Plaza LLC
PROPERTY ADDRESS: 2515 Fairmount St
Dallas (Dallas), Texas
PROPERTY ID #: 00000135313000000
PROPERTY TYPE: Real Estate

	ORIGINAL VALUE	FINAL VALUE
FAIR MARKET VALUE:	\$ 976,250	\$ 820,050
TEXAS ASSESSMENT RATIO:	100%	100%
ASSESSED VALUE	\$ 976,250	\$ 820,050
CURRENT TAX RATE:	2.845%	2.845%
ESTIMATED TAXES:	\$ 27,777	\$ 23,332

EST. APPEAL TAX SAVINGS:	\$ 4,444
SMITH & DOUGLAS CONTINGENCY RATE:	25%
SMITH & DOUGLAS CONTINGENCY FEE:	\$ 1,111

Status of Appeal:

X

Accepted; No Further Action

Reviewing Cost/Benefit of Filing Litigation Appeal



7110 8323 8170 0272 4495

**APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF FINAL ORDER**

SMITH & DOUGLAS INC

6950 TPC DRIVE STE 120

MCKINNEY, TX 75070-1333

Panel #: C 06/14/2019 9:45 AM

Protest Year: 2019

Account #: C00000135313000000

Consultant: 990

Property Address: 2515 FAIRMOUNT ST

Legal Description: BLK 949
LOT 3
55X142 FAIRMONT 236FR MCKINNEY

THE APPRAISAL REVIEW BOARD HAS MADE A FINAL DECISION ON YOUR PROTEST. A COPY OF THE ORDER DETERMINING PROTEST IS DISPLAYED BELOW.

You have the right to appeal this order to the District Court. As an alternative to filing an appeal to the District Court, you may appeal this order through binding arbitration if your protest concerned the appraised or market value of real property and personal property and:

- 1) the appraised or market value, as applicable, of the property as determined by the order is valued at \$5 million or less and for all residence homesteads as determined by the order that is valued at more than \$5 million; and
- 2) the appeal does not involve any matter in dispute other than the determination of the appraised or market value of the property.

If you want to appeal the ARB order to District Court, you should consult an attorney. You must file a petition with the District Court within 60 days of the date you receive this notice. Within 60 days of the date that you receive this notice, you must file a request for binding arbitration with the appraisal district for which this order is issued. If you appeal to the District Court, you must pay the amount of taxes not in dispute or the total amount of taxes due on the property under this order, whichever is less, before taxes for the years become delinquent. If you seek binding arbitration, you must pay the amount of taxes not in dispute under this order before taxes for the year become delinquent.

ORDER DETERMINING PROTEST**MARKET VALUE AND UNEQUAL VALUE**

This notice protesting the action of the Dallas Central Appraisal District set forth herein, being timely filed, was presented for a hearing on 06/14/2019.

The notice was timely filed and the ARB had jurisdiction over the case. The Board timely delivered written notice of the hearing date, time and place to the protesting property owner. The owner and Chief Appraiser were given the opportunity to appear, testify, present evidence and testimony. A summary of that evidence is a part of the records of this case. After reviewing the Notice of Protest and hearing the evidence and testimony presented, the Board has determined, with a quorum present, the following:

It is therefore ordered that the appraisal records are incorrect and that the protest be granted and the applicable appraisal records be changed. The correct value is \$820,050 according to the Market Value & Unequal Value protest.

Value History:	Proposed / Notified:	\$ 976,250	ARB Value:	\$ 820,050
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J. Laurence Martin

Chairman, Appraisal Review Board

Jun 28, 2019

Date:

2949 N. Stemmons Freeway * Dallas, Texas 75247-6195



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2019**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135313000000

Ownership:

MURPHY PLAZA LLC
ATTN:MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2515 FAIRMOUNT ST
DALLAS

Legal Description:
BLK 949
LOT 3
55X142 FAIRMONT 236FR MCKINNEY

Dear Property Owner:

This letter is your official notice of the 2019 proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2019, the DCAD appraised your real property at:

2019 Market Value:	\$976,250
2019 Appraised Value:	\$976,250
2019 Estimated Taxes (using last year's tax rates):	\$27,778



DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and statutes.

The percentage difference between the 2014 appraised value of \$546,700 and the proposed 2019 appraised value is an increase of 78.57% over a 5-year period.

To **PROTEST** the proposed 2019 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online uFile system (preferred method) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: May 15, 2019

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

ARB hearings will begin: Monday, April 29, 2019

ARB deliberations will end: Mid-July

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "capped" at the appropriate limit.

DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
Tax Year 2019
www.dallascad.org

Owner Name: MURPHY PLAZA LLC
Account Number: 00000135313000000
Property Address: 2515 FAIRMOUNT ST

CURRENT YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250		
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
Market Value	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250	\$ 976,250		Total
Last Year's Tax Rate	0.253100	0.776700	1.412035	0.279400	0.124000		2.845235
Estimated Taxes Due*	\$ 2,471	\$ 7,583	\$ 13,785	\$ 2,728	\$ 1,211		\$ 27,778

PRIOR YEAR 2018	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Market Value	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	\$ 702,900	



Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older at death and you were age 65 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



SMITH DOUGLAS
PROPERTY TAX CONSULTANTS

APPEAL RESULTS NOTIFICATION

MURPHY PLAZA LLC
TAX SAVINGS SUMMARY
2019 PROPERTY TAXES

FACILITY TENANT NAME: Murphy Plaza LLC
PROPERTY ADDRESS: 2507 Fairmount St
Dallas (Dallas), Texas
PROPERTY ID #: 00000135304000000
PROPERTY TYPE: Real Estate

	ORIGINAL VALUE	FINAL VALUE
FAIR MARKET VALUE:	\$ 3,726,320	\$ 3,038,460
TEXAS ASSESSMENT RATIO:	100%	100%
ASSESSED VALUE	\$ 3,726,320	\$ 3,038,460
CURRENT TAX RATE:	2.845%	2.845%
ESTIMATED TAXES:	\$ 106,023	\$ 86,451

EST. APPEAL TAX SAVINGS:	\$ 19,571
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SMITH & DOUGLAS CONTINGENCY RATE:	25%
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SMITH & DOUGLAS CONTINGENCY FEE:	\$ 4,893
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Status of Appeal:

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Accepted; No Further Action

Reviewing Cost/Benefit of Filing Litigation Appeal



7110 8323 8170 0272 4495

**APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF FINAL ORDER**

SMITH & DOUGLAS INC	Account #:	C00000135304000000
6950 TPC DRIVE STE 120	Consultant:	990
MCKINNEY, TX 75070-1333	Property Address:	2507 FAIRMOUNT ST
Panel #: C 06/14/2019 9:45 AM	Legal Description:	BLK 949 LT 4 106X146 FAIRMONT 130FR MCKINNEY
Protest Year: 2019		



THE APPRAISAL REVIEW BOARD HAS MADE A FINAL DECISION ON YOUR PROTEST. A COPY OF THE ORDER DETERMINING PROTEST IS DISPLAYED BELOW.

You have the right to appeal this order to the District Court. As an alternative to filing an appeal to the District Court, you may appeal this order through binding arbitration if your protest concerned the appraised or market value of real property and personal property and: 1) the appraised or market value, as applicable, of the property as determined by the order is valued at \$5 million or less and for all residence homesteads as determined by the order that is valued at more than \$5 million; and 2) the appeal does not involve any matter in dispute other than the determination of the appraised or market value of the property.

If you want to appeal the ARB order to District Court, you should consult an attorney. You must file a petition with the District Court within 60 days of the date you receive this notice. Within 60 days of the date that you receive this notice, you must file a request for binding arbitration with the appraisal district for which this order is issued. If you appeal to the District Court, you must pay the amount of taxes not in dispute or the total amount of taxes due on the property under this order, whichever is less, before taxes for the years become delinquent. If you seek binding arbitration, you must pay the amount of taxes not in dispute under this order before taxes for the year become delinquent.

ORDER DETERMINING PROTEST

MARKET VALUE AND UNEQUAL VALUE

This notice protesting the action of the Dallas Central Appraisal District set forth herein, being timely filed, was presented for a hearing on 06/14/2019.

The notice was timely filed and the ARB had jurisdiction over the case. The Board timely delivered written notice of the hearing date, time and place to the protesting property owner. The owner and Chief Appraiser were given the opportunity to appear, testify, present evidence and testimony. A summary of that evidence is a part of the records of this case. After reviewing the Notice of Protest and hearing the evidence and testimony presented, the Board has determined, with a quorum present, the following:

It is therefore ordered that the appraisal records are incorrect and that the protest be granted and the applicable appraisal records be changed. The correct value is \$3,038,460 according to the Market Value & Unequal Value protest.

Value History:	Proposed / Notified:	\$ 3,726,320	ARB Value:	\$ 3,038,460
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J. Laurence Martin

Chairman, Appraisal Review Board

Jun 28, 2019

Date:



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2019**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135304000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2507 FAIRMOUNT ST
DALLAS

Legal Description:
BLK 949
LT 4
106X146 FAIRMONT 130FR MCKINNEY

Dear Property Owner:

This letter is your official notice of the 2019 proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2019, the DCAD appraised your real property at:

2019 Market Value:	\$3,726,320
2019 Appraised Value:	\$3,726,320
2019 Estimated Taxes (using last year's tax rates):	\$106,022



DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and statutes.

The percentage difference between the 2014 appraised value of \$2,401,990 and the proposed 2019 appraised value is an increase of 55.13% over a 5-year period.

To **PROTEST** the proposed 2019 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online uFile system (preferred method) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: May 15, 2019

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

ARB hearings will begin: Monday, April 29, 2019

ARB deliberations will end: Mid-July

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "capped" at the appropriate limit.

001-9715

DALLAS CENTRAL APPRAISAL DISTRICT
 NOTICE OF APPRAISED VALUE - COMMERCIAL
 Tax Year 2019
 www.dallascad.org

Owner Name: MURPHY PLAZA LLC
 Account Number: 00000135304000000
 Property Address: 2507 FAIRMOUNT ST

CURRENT YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 1,934,500	\$ 1,934,500	\$ 1,934,500	\$ 1,934,500	\$ 1,934,500		
Market Value - Structure(s)	\$ 1,791,820	\$ 1,791,820	\$ 1,791,820	\$ 1,791,820	\$ 1,791,820		
Market Value	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320	\$ 3,726,320		Total
Last Year's Tax Rate	0.253100	0.776700	1.412035	0.278400	0.124000		2.845235
Estimated Taxes Due*	\$ 9,431	\$ 28,942	\$ 52,617	\$ 10,411	\$ 4,821		\$ 108,022

PRIOR YEAR 2018	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 1,392,840	\$ 1,392,840	\$ 1,392,840	\$ 1,392,840	\$ 1,392,840	
Market Value - Structure(s)	\$ 1,413,480	\$ 1,413,480	\$ 1,413,480	\$ 1,413,480	\$ 1,413,480	
Market Value	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	\$ 2,806,320	



Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



SMITH DOUGLAS
PROPERTY TAX CONSULTANTS

APPEAL RESULTS NOTIFICATION

MURPHY PLAZA LLC
TAX SAVINGS SUMMARY
2019 PROPERTY TAXES

FACILITY TENANT NAME: Murphy Plaza LLC
PROPERTY ADDRESS: 2425 McKinney Ave
Dallas (Dallas), Texas
PROPERTY ID #: 00000135307000000
PROPERTY TYPE: Real Estate

	ORIGINAL VALUE	FINAL VALUE
FAIR MARKET VALUE:	\$ 2,970,240	\$ 2,566,870
TEXAS ASSESSMENT RATIO:	100%	100%
ASSESSED VALUE	\$ 2,970,240	\$ 2,566,870
CURRENT TAX RATE:	2.845%	2.845%
ESTIMATED TAXES:	\$ 84,510	\$ 73,033

EST. APPEAL TAX SAVINGS:	\$ 11,477
SMITH & DOUGLAS CONTINGENCY RATE:	25%
SMITH & DOUGLAS CONTINGENCY FEE:	\$ 2,869

Status of Appeal:

X

Accepted; No Further Action
Reviewing Cost/Benefit of Filing Litigation Appeal



7110 8323 8170 0272 4495

**APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF FINAL ORDER**

SMITH & DOUGLAS INC	Account #:	C00000135307000000
6950 TPC DRIVE STE 120	Consultant:	990
MCKINNEY, TX 75070-1333	Property Address:	2425 MCKINNEY AVE
Panel #: C 06/14/2019 9:45 AM	Legal Description:	BLK 949 LOT 5 80X130X70X175 MCKINNEY & FAIRMONT
Protest Year: 2019		



THE APPRAISAL REVIEW BOARD HAS MADE A FINAL DECISION ON YOUR PROTEST. A COPY OF THE ORDER DETERMINING PROTEST IS DISPLAYED BELOW.

You have the right to appeal this order to the District Court. As an alternative to filing an appeal to the District Court, you may appeal this order through binding arbitration if your protest concerned the appraised or market value of real property and personal property and: 1) the appraised or market value, as applicable, of the property as determined by the order is valued at \$5 million or less and for all residence homesteads as determined by the order that is valued at more than \$5 million; and 2) the appeal does not involve any matter in dispute other than the determination of the appraised or market value of the property.

If you want to appeal the ARB order to District Court, you should consult an attorney. You must file a petition with the District Court within 60 days of the date you receive this notice. Within 60 days of the date that you receive this notice, you must file a request for binding arbitration with the appraisal district for which this order is issued. If you appeal to the District Court, you must pay the amount of taxes not in dispute or the total amount of taxes due on the property under this order, whichever is less, before taxes for the years become delinquent. If you seek binding arbitration, you must pay the amount of taxes not in dispute under this order before taxes for the year become delinquent.

ORDER DETERMINING PROTEST**MARKET VALUE AND UNEQUAL VALUE**

This notice protesting the action of the Dallas Central Appraisal District set forth herein, being timely filed, was presented for a hearing on 06/14/2019.

The notice was timely filed and the ARB had jurisdiction over the case. The Board timely delivered written notice of the hearing date, time and place to the protesting property owner. The owner and Chief Appraiser were given the opportunity to appear, testify, present evidence and testimony. A summary of that evidence is a part of the records of this case. After reviewing the Notice of Protest and hearing the evidence and testimony presented, the Board has determined, with a quorum present, the following:

It is therefore ordered that the appraisal records are incorrect and that the protest be granted and the applicable appraisal records be changed. The correct value is \$2,566,870 according to the Market Value & Unequal Value protest.

Value History:	Proposed / Notified:	\$ 2,970,240	ARB Value:	\$ 2,566,870
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J. Laurence Martin

Chairman, Appraisal Review Board

Jun 28, 2019

Date:



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2019**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135307000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2425 MCKINNEY AVE
DALLAS

Legal Description:
BLK 949
LOT 5
80X130X70X175 MCKINNEY & FAIRMONT

Dear Property Owner:

This letter is your official notice of the 2019 proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2019, the DCAD appraised your real property at:

2019 Market Value:	\$2,970,240
2019 Appraised Value:	\$2,970,240
2019 Estimated Taxes (using last year's tax rates):	\$84,511



DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and statutes.

The percentage difference between the 2014 appraised value of \$2,225,630 and the proposed 2019 appraised value is an increase of 33.46% over a 5-year period.

To **PROTEST** the proposed 2019 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online uFile system (preferred method) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: May 15, 2019

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

ARB hearings will begin: Monday, April 29, 2019

ARB deliberations will end: Mid-July

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "capped" at the appropriate limit.

DALLAS CENTRAL APPRAISAL DISTRICT
 NOTICE OF APPRAISED VALUE - COMMERCIAL
 Tax Year 2019
 www.dallascad.org

Owner Name: MURPHY PLAZA LLC
 Account Number: 00000135307000000
 Property Address: 2425 MCKINNEY AVE

CURRENT YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 1,868,130	\$ 1,868,130	\$ 1,868,130	\$ 1,868,130	\$ 1,868,130		
Market Value - Structure(s)	\$ 1,102,110	\$ 1,102,110	\$ 1,102,110	\$ 1,102,110	\$ 1,102,110		
Market Value	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240	\$ 2,970,240		Total
Last Year's Tax Rate	0.253100	0.776700	1.412035	0.279400	0.124000		2.845235
Estimated Taxes Due*	\$ 7,518	\$ 23,070	\$ 41,841	\$ 8,289	\$ 3,683		\$ 84,511

PRIOR YEAR 2018	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 1,334,380	\$ 1,334,380	\$ 1,334,380	\$ 1,334,380	\$ 1,334,380	
Market Value - Structure(s)	\$ 865,620	\$ 865,620	\$ 865,620	\$ 865,620	\$ 865,620	
Market Value	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.

Invoice

Bev Cap Management, LLC

120 W. Virginia Street, Suite 200

McKinney, TX 75069

Phone: (469)424-3419 Fax: (469)424-3057

Account	KPMVE-I
Invoice #	5059
Due Date	10/4/19
Page	1

Murphy Plaza, LLC

P O Box 941428

Plano, TX, 75094-1428

Account Executive

Michelle Cummings

Amount Due:

\$30,434.48

Return this portion with your payment

✂ -----

Item #	Date	Description	Amount
33005 & 33006	10/4/19	Property Insurance: 2425 McKinney Ave, Dallas, TX (Property, GL & Ext Cov.)	\$30,434.48
<i>Payment due upon receipt. Thank you for your business.</i>			Invoice Total
			\$30,434.48
			Thank You

Bev Cap Management, LLC • (469)424-3419	Invoice Number	Due Date
	5059	10/4/19

ORIGIN ID: DNEA (214) 448-6382 MATT BARRIER KPM VENTURES 119 W. VIRGINIA SUITE 203 MCKINNEY, TX 75069 UNITED STATES US		SHIP DATE: 20FEB20 ACTWGT: 1.00 LB CAD: 102006616/NET4220
TO ALYSSA HAYDIN GOLDS GYM C/O ESRP ONE COWBOYS WAY SUITE 350 FRISCO TX 75034 (469) 608-8452 INV. REF: PO. DEPT:		BILL SENDER
		
		
56B.12049E/FE4A		

TRK# 7778 1937 1192 0201	MON - 24 FEB 4:30P ** 2DAY **
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AD ADSA TX-US DFW	75034
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After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Gold's Gym Lease ID-43027
2425 McKinney Avenue, Dallas, TX 75201
2020 Real Estate Taxes & Insurance Reconciliation

	Costs	Allocable to Tenants
Real Estate Taxes -2020	\$ 324,794.00	\$ 324,794.00
Insurance-2020	\$ 12,622.38	\$ 12,622.38
	\$ 337,416.38	\$ 337,416.38
 Total Costs Allocable to Tenant 2020 per day \$924.43 *135		 \$ 124,797.84
 January 2020 Payment		 \$ 23,446.21
February 2020 Payment		\$ 23,446.21
March 2020Payment		\$ 23,446.21
April 2019 Payment (Unpaid)		\$ 23,446.21
May 2019 Payment (Unpaid)		\$ 11,344.94
Total Tenant Tax & Insurance Payments 2020		\$ 105,129.78
Total Costs Allocable to Tenant 2019		\$ (124,797.84)
Total Tenant Tax & Insurance Underpayment/Over Due		\$ (19,668.06)



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2020**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135322000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:

2421 MCKINNEY AVE
DALLAS

Legal Description:

BLK 949
ACS 0.3245
MCKINNEY 80' FR FAIRMOUNT

Dear Property Owner:

This letter is your official notice of the **2020** proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2020, the DCAD appraised your real property at:

2020 Market Value:	\$2,827,000
2020 Appraised Value:	\$2,827,000
2020 Estimated Taxes (using last year's tax rates):	\$77,278

DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and Statutes.

The percentage difference between the 2015 appraised value of \$1,766,880 and the proposed 2020 appraised value is an increase of 60.00% over a 5-year period.

To **PROTEST** the proposed 2020 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online **uFile** system (**preferred method**) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: June 15, 2020

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "**capped**" at the appropriate limit.

CURRENT YEAR 2020	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000		
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
Market Value	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000	\$ 2,827,000		Total
Last Year's Tax Rate	0.253100	0.776600	1.310385	0.269500	0.124000		2.733585
Estimated Taxes Due*	\$ 7,155	\$ 21,954	\$ 37,045	\$ 7,619	\$ 3,505		\$ 77,278

PRIOR YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Market Value	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	\$ 2,120,250	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older or disabled at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF PROTEST - COMMERCIAL
TAX YEAR 2020

www.dallascad.org (214) 905-9406



Account Number: 00000135322000000

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2421 MCKINNEY AVE
DALLAS

Legal Description:
BLK 949
ACS 0.3245
MCKINNEY 80' FR FAIRMOUNT

Proposed Value: \$2,827,000

Deed Transfer Date:

CHANGE OF ADDRESS: _____

It is my desire to file a protest based on the issue(s) checked below. Also, I understand that the Appraisal Review Board (ARB) must notify me of any hearing not later than the 15th day before the date of the hearing pursuant to §41.46 of the Texas Property Tax Code. At the time your account is scheduled for an ARB hearing, the evidence that the Chief Appraiser will introduce at your hearing will be available on the DCAD website. You may access this evidence on the website by using the property account number and PIN located on your notice of appraised value and hearing notice.

It is my desire to protest based on the following issue(s) and I have checked the applicable boxes:

- | | |
|--|--|
| <input type="checkbox"/> Value is over market value | <input type="checkbox"/> Ag-Use: Change in use of land appraised as agricultural use, open-space, etc. |
| <input type="checkbox"/> Value is unequal compared with other properties | <input type="checkbox"/> Ag-Use: Open-Space or other special appraisal denied or cancelled |
| <input type="checkbox"/> Property not located in district | <input type="checkbox"/> Property should not be taxed in district or in one or more taxing units |
| <input type="checkbox"/> Exemption was denied or cancelled (Specify _____) | <input type="checkbox"/> Other: (Specify _____) |
| <input type="checkbox"/> Ownership is incorrect (Specify _____) | |

Additional Requests: _____

Opinion of Value: _____

If you wish to expedite your hearing by waiving the required deadline date under Section 41.46 of the Texas Property Tax Code, please check the following box: ☐

Signature of Owner (or Agent)

Date Filed

(Agent Registration No., if applicable)

Printed Name

Daytime/Cell Phone No.

E-Mail Address

DEADLINE FOR FILING A PROTEST: June 15, 2020

GENERAL INSTRUCTIONS: Pursuant to §41.41 of the Texas Property Tax Code, a property owner has the right to protest certain actions taken by the appraisal district. There are two options to file a protest, 1) use the online uFile system, or 2) mail a protest form.

uFile ONLINE PROTEST & SETTLEMENT SYSTEM: The preferred method of protesting your property is to use the online uFile Protest & Settlement System. You may access the system by searching your account on our website at www.dallascad.org and select the link "Online Protest System". For easy access, you may request your individual PIN through this system or use the PIN located at the top left-side of your Notice of Appraised Value. Once you utilize the uFile system to protest your property, you may also be eligible to use the settlement program and settle your protest online. **If you file a protest using the online uFile system, please do not file a written or duplicate protest.**

uFile is the preferred method of filing a protest in order to expedite and insure timely delivery of your protest.

PROTEST FORM: This form is for use by a property owner or designated agent who would like the ARB to hear and decide a protest. If you are leasing the property, you are subject to the limitations set forth in Texas Property Tax Code §41.413. Please review the ownership and property information provided on this protest form and make any necessary corrections.

If you wish to mail your protest and supporting documents, the envelope must be postmarked by U.S. Postal Service on or before the deadline.

Appraisal Review Board of Dallas County
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

HOW TO SETTLE THE VALUE OF YOUR PROPERTY

Informal Hearing Process: Due to the COVID-19 Pandemic the DCAD will not be holding face to face informal hearings. Please read the insert titled Health Alert: Dallas Central Appraisal District Operations / uFile Online Protest and Settlement System. If you are unable to use DCAD's uFile system then please mail in your protest form with your supporting documentation. You can also drop off your protest form and documentation at DCAD's office but you will not be able to discuss your issues with an appraiser in person. You may call the number listed on the Notice of Appraised Value and speak to an appraiser about an individual property. Please understand that we mail thousands of notices at this time. Our phone lines will be very busy. Keep trying. You have several weeks to respond before the deadline noted on the Notice of Appraised Value. You may also write our office at 2949 N. Stemmons Freeway, Dallas, TX 75247-6195, or inquire on our website at www.dallascad.org. If you provide supporting documentation with your protest, DCAD will make every effort to have an appraiser contact you prior to your scheduled ARB Hearing. Please make sure you provide an e-mail address and/or daytime phone number on your protest form.

UFILE - PREFERRED METHOD

uFile Online Protest & Settlement System: The preferred method of protesting your property is to use the online uFile Protest & Settlement System. You may access the system by searching for your account on our website at www.dallascad.org and select the link "Online Protest System". For easy access, you may request your individual PIN through this system or use the PIN located at the top left-side of your Notice of Appraised Value. Requesting a PIN does not constitute filing a uFile protest. You must complete the uFile protest process. Once you utilize the uFile system to protest your property, you may also be eligible to use the settlement program and settle your protest online. All uFile protests will eventually be scheduled for an ARB Hearing if the protest issue(s) remain unresolved. Once scheduled for an ARB Hearing, DCAD will post the ARB Hearing Date and Time on your account on our website. The ARB will also mail you an ARB Hearing Notification. **If you file a protest using the online uFile system, please do not file a written or duplicate protest.**

WRITTEN PROTEST

Protest Form: If you choose not to use the uFile online system, you may use the protest form provided. You should attach to your protest form any documentation that supports your opinion of value or any other protested issue (reference the Standards of Documentation). **If you are protesting more than one account, be sure to staple or bundle together all protest forms and documents to avoid receiving multiple dates and times for your accounts.**

Useful Information: If you have purchased your property within the last three years, please include, with your protest form, a copy of your closing statement or other official record that validates the purchase price.

Filing Deadlines: While June 15 is the deadline to file a residence homestead protest, a different deadline will apply to you if 1) your notice of appraised value was mailed to you after May 15; 2) your protest concerns a change in use of agricultural, open-space, or timber land; 3) the Appraisal Review Board (ARB) made a change to the appraisal records that adversely affects you and you received notice of the change; 4) the DCAD or the ARB was required by law to send a notice about your property and did not; or 5) you had good cause for missing the June 15 protest filing deadline. Contact the DCAD for questions about your specific protest filing deadline.

Weekends and Holidays: If your deadline falls on a Saturday, Sunday, or legal holiday, it is postponed until midnight of the next business day.

Appraisal Review Board (ARB): Members of the ARB are not employees of the DCAD. They serve as jurors to arbitrate issues brought before them. The Texas Property Tax Code outlines specific duties for the ARB to follow. The goal of the ARB is to ensure that each property owner is given a fair and impartial hearing in the most efficient and timely manner.

Hearing Process and Delivery of Requested Information: Once the Appraisal Review Board (ARB) receives and processes your protest your account will be scheduled for an ARB hearing. Once scheduled for an ARB Hearing, your hearing date and time will be posted on the DCAD website. You will also receive an ARB hearing notice by first class mail with your hearing date, time, and location to appear before the ARB. If you do not receive an ARB hearing notice then please call the DCAD to inquire about your ARB hearing date or check your account on the DCAD website. You may request in writing that your ARB hearing notice be sent to you by certified mail but you may be charged for this request. You can also request your ARB hearing notice to be e-mailed to you if you provide an e-mail address on the protest form and request this in writing. If you would like for the ARB to send your hearing notice by certified mail or you want your hearing notice sent to your e-mail address then please indicate so on the attached Protest Form under Additional Requests. If you do not want your ARB Hearing conducted with only one ARB member please indicate so under additional requests. Prior to your ARB hearing, you may request a copy of the evidence DCAD plans to introduce at the hearing to establish any matter at issue. Before an ARB hearing on a protest or immediately after the hearing begins, you or your agent and the CAD are required to provide each other with a copy of any materials (evidence) intended to be offered or submitted to the ARB at the hearing. Evidence may be submitted for any ARB hearing type either in paper or on a small portable device (such as a CD, USB flash drive or thumb drive) which will be kept by the ARB. Do NOT bring evidence by smart phone. At the time your account is scheduled for an ARB hearing, evidence that the Appraisal District will introduce at your hearing will be available on the DCAD website. You may access this evidence on DCAD's website by using the property account number and PIN located on your notice of appraised value and hearing notice. You may also request this information at the DCAD office.

Telephone Hearings: Due to the COVID-19 Pandemic, the Appraisal Review Board (ARB) will be conducting all protest hearings by telephone. You will be notified of the date and time of your hearing, and will be called by the ARB at the time of your scheduled hearing. Please make sure you provide a daytime phone number on your protest form so the ARB can contact you to start your ARB Hearing.

Hearing Postponements: As a property owner, you are entitled to one postponement of the hearing without showing good cause. You are also entitled to postpone your hearing if you or your agent shows reasonable cause for postponement. You must request this postponement to the ARB before the hearing date. The ARB will determine if good cause exists for missing your hearing.

Residence Homestead Exemptions: If the property is your home and you occupy it as your principal place of residence, you may qualify for one or more residence homestead exemptions, which will reduce the amount of taxes imposed on the property. If you are single or a married couple filing together, you may be eligible to **apply online for the Homestead Exemption at www.dallascad.org**. If you are filing for the Age 65 or Older or Disabled Person exemption or the property is owned by multiple owners, you are *not* eligible to file online. However, you may select the link "Print Homestead Exemption Form" from the DCAD website or you may call 214-631-0910.

Special Service Accommodations: The DCAD offices are wheelchair accessible and parking spaces for the disabled are provided. The DCAD will provide sign interpretation services for the hearing impaired at any scheduled hearing or meeting if at least 72 hours advance notice is given. The hearing impaired can call TDD at (214) 819-2368.

If you desire any special assistance during the hearing process to accommodate any disability you have, please specify:



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2020**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135307000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:

2425 MCKINNEY AVE
DALLAS

Legal Description:

BLK 949
LOT 5
80X130X70X175 MCKINNEY & FAIRMONT

Dear Property Owner:

This letter is your official notice of the **2020** proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2020, the DCAD appraised your real property at:

2020 Market Value:	\$2,566,870
2020 Appraised Value:	\$2,566,870
2020 Estimated Taxes (using last year's tax rates):	\$70,168

DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and Statutes.

The percentage difference between the 2015 appraised value of \$2,505,860 and the proposed 2020 appraised value is an increase of 2.43% over a 5-year period.

To **PROTEST** the proposed 2020 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online **uFile** system (**preferred method**) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: June 15, 2020

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "**capped**" at the appropriate limit.

CURRENT YEAR 2020	County and School Equalization	City	School	Hospital	College	Special District	Canceled/ Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000		
Market Value - Structure(s)	\$ 431,870	\$ 431,870	\$ 431,870	\$ 431,870	\$ 431,870		
Market Value	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870		Total
Last Year's Tax Rate	0.253100	0.776600	1.310385	0.269500	0.124000		2.733585
Estimated Taxes Due*	\$ 6,497	\$ 19,934	\$ 33,636	\$ 6,918	\$ 3,183		\$ 70,168

PRIOR YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 1,601,250	\$ 1,601,250	\$ 1,601,250	\$ 1,601,250	\$ 1,601,250	
Market Value - Structure(s)	\$ 965,620	\$ 965,620	\$ 965,620	\$ 965,620	\$ 965,620	
Market Value	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	\$ 2,566,870	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older or disabled at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF PROTEST - COMMERCIAL
TAX YEAR 2020

www.dallascad.org (214) 905-9406

Account Number: 00000135307000000



MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2425 MCKINNEY AVE
DALLAS

Legal Description:
BLK 949
LOT 5
80X130X70X175 MCKINNEY & FAIRMONT

Proposed Value: \$2,566,870

Deed Transfer Date:

CHANGE OF ADDRESS: _____

It is my desire to file a protest based on the issue(s) checked below. Also, I understand that the Appraisal Review Board (ARB) must notify me of any hearing not later than the 15th day before the date of the hearing pursuant to §41.46 of the Texas Property Tax Code. At the time your account is scheduled for an ARB hearing, the evidence that the Chief Appraiser will introduce at your hearing will be available on the DCAD website. You may access this evidence on the website by using the property account number and PIN located on your notice of appraised value and hearing notice.

It is my desire to protest based on the following issue(s) and I have checked the applicable boxes:

- | | |
|--|--|
| <input type="checkbox"/> Value is over market value | <input type="checkbox"/> Ag-Use: Change in use of land appraised as agricultural use, open-space, etc. |
| <input type="checkbox"/> Value is unequal compared with other properties | <input type="checkbox"/> Ag-Use: Open-Space or other special appraisal denied or cancelled |
| <input type="checkbox"/> Property not located in district | <input type="checkbox"/> Property should not be taxed in district or in one or more taxing units |
| <input type="checkbox"/> Exemption was denied or cancelled (Specify _____) | <input type="checkbox"/> Other: (Specify _____) |
| <input type="checkbox"/> Ownership is incorrect (Specify _____) | |

Additional Requests: _____

Opinion of Value: _____

If you wish to expedite your hearing by waiving the required deadline date under Section 41.46 of the Texas Property Tax Code, please check the following box: ☐

Signature of Owner (or Agent)

Date Filed

(Agent Registration No., if applicable)

Printed Name

Daytime/Cell Phone No.

E-Mail Address

DEADLINE FOR FILING A PROTEST: June 15, 2020

GENERAL INSTRUCTIONS: Pursuant to §41.41 of the Texas Property Tax Code, a property owner has the right to protest certain actions taken by the appraisal district. There are two options to file a protest, 1) use the online uFile system, or 2) mail a protest form.

uFile ONLINE PROTEST & SETTLEMENT SYSTEM: The preferred method of protesting your property is to use the online uFile Protest & Settlement System. You may access the system by searching your account on our website at www.dallascad.org and select the link "Online Protest System". For easy access, you may request your individual PIN through this system or use the PIN located at the top left-side of your Notice of Appraised Value. Once you utilize the uFile system to protest your property, you may also be eligible to use the settlement program and settle your protest online. **If you file a protest using the online uFile system, please do not file a written or duplicate protest.**

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If you wish to mail your protest and supporting documents, the envelope must be postmarked by U.S. Postal Service on or before the deadline.

Appraisal Review Board of Dallas County
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

HOW TO SETTLE THE VALUE OF YOUR PROPERTY

Informal Hearing Process: Due to the COVID-19 Pandemic the DCAD will not be holding face to face informal hearings. Please read the insert titled Health Alert: Dallas Central Appraisal District Operations / uFile Online Protest and Settlement System. If you are unable to use DCAD's uFile system then please mail in your protest form with your supporting documentation. You can also drop off your protest form and documentation at DCAD's office but you will not be able to discuss your issues with an appraiser in person. You may call the number listed on the Notice of Appraised Value and speak to an appraiser about an individual property. Please understand that we mail thousands of notices at this time. Our phone lines will be very busy. Keep trying. You have several weeks to respond before the deadline noted on the Notice of Appraised Value. You may also write our office at 2949 N. Stemmons Freeway, Dallas, TX 75247-6195, or inquire on our website at www.dallascad.org. If you provide supporting documentation with your protest, DCAD will make every effort to have an appraiser contact you prior to your scheduled ARB Hearing. Please make sure you provide an e-mail address and/or daytime phone number on your protest form.

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WRITTEN PROTEST

Protest Form: If you choose not to use the uFile online system, you may use the protest form provided. You should attach to your protest form any documentation that supports your opinion of value or any other protested issue (reference the Standards of Documentation). **If you are protesting more than one account, be sure to staple or bundle together all protest forms and documents to avoid receiving multiple dates and times for your accounts.**

Useful Information: If you have purchased your property within the last three years, please include, with your protest form, a copy of your closing statement or other official record that validates the purchase price.

Filing Deadlines: While June 15 is the deadline to file a residence homestead protest, a different deadline will apply to you if 1) your notice of appraised value was mailed to you after May 15; 2) your protest concerns a change in use of agricultural, open-space, or timber land; 3) the Appraisal Review Board (ARB) made a change to the appraisal records that adversely affects you and you received notice of the change; 4) the DCAD or the ARB was required by law to send a notice about your property and did not; or 5) you had good cause for missing the June 15 protest filing deadline. Contact the DCAD for questions about your specific protest filing deadline.

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Hearing Postponements: As a property owner, you are entitled to one postponement of the hearing without showing good cause. You are also entitled to postpone your hearing if you or your agent shows reasonable cause for postponement. You must request this postponement to the ARB before the hearing date. The ARB will determine if good cause exists for missing your hearing.

Residence Homestead Exemptions: If the property is your home and you occupy it as your principal place of residence, you may qualify for one or more residence homestead exemptions, which will reduce the amount of taxes imposed on the property. If you are single or a married couple filing together, you may be eligible to **apply online for the Homestead Exemption at www.dallascad.org**. If you are filing for the Age 65 or Older or Disabled Person exemption or the property is owned by multiple owners, you are *not* eligible to file online. However, you may select the link "Print Homestead Exemption Form" from the DCAD website or you may call 214-631-0910.

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If you desire any special assistance during the hearing process to accommodate any disability you have, please specify:



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2020**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135304000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2507 FAIRMOUNT ST
DALLAS

Legal Description:
BLK 949
LT 4
106X146 FAIRMONT 130FR MCKINNEY

Dear Property Owner:

This letter is your official notice of the **2020** proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2020, the DCAD appraised your real property at:

2020 Market Value:	\$3,038,460
2020 Appraised Value:	\$3,038,460
2020 Estimated Taxes (using last year's tax rates):	\$83,060

DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and Statutes.

The percentage difference between the 2015 appraised value of \$2,347,560 and the proposed 2020 appraised value is an increase of 29.43% over a 5-year period.

To **PROTEST** the proposed 2020 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online uFile system (**preferred method**) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: June 15, 2020

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "**capped**" at the appropriate limit.

CURRENT YEAR 2020	County and School Equalization	City	School	Hospital	College	Special District	Canceled/ Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 2,708,300	\$ 2,708,300	\$ 2,708,300	\$ 2,708,300	\$ 2,708,300		
Market Value - Structure(s)	\$ 330,160	\$ 330,160	\$ 330,160	\$ 330,160	\$ 330,160		
Market Value	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460		Total
Last Year's Tax Rate	0.253100	0.776600	1.310385	0.269500	0.124000		2.733585
Estimated Taxes Due*	\$ 7,690	\$ 23,597	\$ 39,816	\$ 8,189	\$ 3,768		\$ 83,060

PRIOR YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 1,624,980	\$ 1,624,980	\$ 1,624,980	\$ 1,624,980	\$ 1,624,980	
Market Value - Structure(s)	\$ 1,413,480	\$ 1,413,480	\$ 1,413,480	\$ 1,413,480	\$ 1,413,480	
Market Value	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	\$ 3,038,460	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older or disabled at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF PROTEST - COMMERCIAL
TAX YEAR 2020

www.dallascad.org (214) 905-9406



Account Number: 00000135304000000

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:

2507 FAIRMOUNT ST
DALLAS

Legal Description:

BLK 949
LT 4
106X146 FAIRMOUNT 130FR MCKINNEY

Proposed Value: \$3,038,460

Deed Transfer Date:

CHANGE OF ADDRESS: _____

It is my desire to file a protest based on the issue(s) checked below. Also, I understand that the Appraisal Review Board (ARB) must notify me of any hearing not later than the 15th day before the date of the hearing pursuant to §41.46 of the Texas Property Tax Code. At the time your account is scheduled for an ARB hearing, the evidence that the Chief Appraiser will introduce at your hearing will be available on the DCAD website. You may access this evidence on the website by using the property account number and PIN located on your notice of appraised value and hearing notice.

It is my desire to protest based on the following issue(s) and I have checked the applicable boxes:

- | | |
|--|--|
| <input type="checkbox"/> Value is over market value | <input type="checkbox"/> Ag-Use: Change in use of land appraised as agricultural use, open-space, etc. |
| <input type="checkbox"/> Value is unequal compared with other properties | <input type="checkbox"/> Ag-Use: Open-Space or other special appraisal denied or cancelled |
| <input type="checkbox"/> Property not located in district | <input type="checkbox"/> Property should not be taxed in district or in one or more taxing units |
| <input type="checkbox"/> Exemption was denied or cancelled (Specify _____) | <input type="checkbox"/> Other: (Specify _____) |
| <input type="checkbox"/> Ownership is incorrect (Specify _____) | |

Additional Requests: _____

Opinion of Value: _____

If you wish to expedite your hearing by waiving the required deadline date under Section 41.46 of the Texas Property Tax Code, please check the following box: ☐

Signature of Owner (or Agent)

Date Filed

(Agent Registration No., if applicable)

Printed Name

Daytime/Cell Phone No.

E-Mail Address

DEADLINE FOR FILING A PROTEST: June 15, 2020

GENERAL INSTRUCTIONS: Pursuant to §41.41 of the Texas Property Tax Code, a property owner has the right to protest certain actions taken by the appraisal district. There are two options to file a protest, 1) use the online uFile system, or 2) mail a protest form.

uFile ONLINE PROTEST & SETTLEMENT SYSTEM: The preferred method of protesting your property is to use the online uFile Protest & Settlement System. You may access the system by searching your account on our website at www.dallascad.org and select the link "Online Protest System". For easy access, you may request your individual PIN through this system or use the PIN located at the top left-side of your Notice of Appraised Value. Once you utilize the uFile system to protest your property, you may also be eligible to use the settlement program and settle your protest online. **If you file a protest using the online uFile system, please do not file a written or duplicate protest.**

uFile is the preferred method of filing a protest in order to expedite and insure timely delivery of your protest.

PROTEST FORM: This form is for use by a property owner or designated agent who would like the ARB to hear and decide a protest. If you are leasing the property, you are subject to the limitations set forth in Texas Property Tax Code §41.413. Please review the ownership and property information provided on this protest form and make any necessary corrections.

If you wish to mail your protest and supporting documents, the envelope must be postmarked by U.S. Postal Service on or before the deadline.

Appraisal Review Board of Dallas County
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

HOW TO SETTLE THE VALUE OF YOUR PROPERTY

Informal Hearing Process: Due to the COVID-19 Pandemic the DCAD will not be holding face to face informal hearings. Please read the insert titled Health Alert: Dallas Central Appraisal District Operations / uFile Online Protest and Settlement System. If you are unable to use DCAD's uFile system then please mail in your protest form with your supporting documentation. You can also drop off your protest form and documentation at DCAD's office but you will not be able to discuss your issues with an appraiser in person. You may call the number listed on the Notice of Appraised Value and speak to an appraiser about an individual property. Please understand that we mail thousands of notices at this time. Our phone lines will be very busy. Keep trying. You have several weeks to respond before the deadline noted on the Notice of Appraised Value. You may also write our office at 2949 N. Stemmons Freeway, Dallas, TX 75247-6195, or inquire on our website at www.dallascad.org. If you provide supporting documentation with your protest, DCAD will make every effort to have an appraiser contact you prior to your scheduled ARB Hearing. Please make sure you provide an e-mail address and/or daytime phone number on your protest form.

UFILE - PREFERRED METHOD

uFile Online Protest & Settlement System: The preferred method of protesting your property is to use the online uFile Protest & Settlement System. You may access the system by searching for your account on our website at www.dallascad.org and select the link "Online Protest System". For easy access, you may request your individual PIN through this system or use the PIN located at the top left-side of your Notice of Appraised Value. Requesting a PIN does not constitute filing a uFile protest. You must complete the uFile protest process. Once you utilize the uFile system to protest your property, you may also be eligible to use the settlement program and settle your protest online. All uFile protests will eventually be scheduled for an ARB Hearing if the protest issue(s) remain unresolved. Once scheduled for an ARB Hearing, DCAD will post the ARB Hearing Date and Time on your account on our website. The ARB will also mail you an ARB Hearing Notification. **If you file a protest using the online uFile system, please do not file a written or duplicate protest.**

WRITTEN PROTEST

Protest Form: If you choose not to use the uFile online system, you may use the protest form provided. You should attach to your protest form any documentation that supports your opinion of value or any other protested issue (reference the Standards of Documentation). **If you are protesting more than one account, be sure to staple or bundle together all protest forms and documents to avoid receiving multiple dates and times for your accounts.**

Useful Information: If you have purchased your property within the last three years, please include, with your protest form, a copy of your closing statement or other official record that validates the purchase price.

Filing Deadlines: While June 15 is the deadline to file a residence homestead protest, a different deadline will apply to you if 1) your notice of appraised value was mailed to you after May 15; 2) your protest concerns a change in use of agricultural, open-space, or timber land; 3) the Appraisal Review Board (ARB) made a change to the appraisal records that adversely affects you and you received notice of the change; 4) the DCAD or the ARB was required by law to send a notice about your property and did not; or 5) you had good cause for missing the June 15 protest filing deadline. Contact the DCAD for questions about your specific protest filing deadline.

Weekends and Holidays: If your deadline falls on a Saturday, Sunday, or legal holiday, it is postponed until midnight of the next business day.

Appraisal Review Board (ARB): Members of the ARB are not employees of the DCAD. They serve as jurors to arbitrate issues brought before them. The Texas Property Tax Code outlines specific duties for the ARB to follow. The goal of the ARB is to ensure that each property owner is given a fair and impartial hearing in the most efficient and timely manner.

Hearing Process and Delivery of Requested Information: Once the Appraisal Review Board (ARB) receives and processes your protest your account will be scheduled for an ARB hearing. Once scheduled for an ARB Hearing, your hearing date and time will be posted on the DCAD website. You will also receive an ARB hearing notice by first class mail with your hearing date, time, and location to appear before the ARB. If you do not receive an ARB hearing notice then please call the DCAD to inquire about your ARB hearing date or check your account on the DCAD website. You may request in writing that your ARB hearing notice be sent to you by certified mail but you may be charged for this request. You can also request your ARB hearing notice to be e-mailed to you if you provide an e-mail address on the protest form and request this in writing. If you would like for the ARB to send your hearing notice by certified mail or you want your hearing notice sent to your e-mail address then please indicate so on the attached Protest Form under Additional Requests. If you do not want your ARB Hearing conducted with only one ARB member please indicate so under additional requests. Prior to your ARB hearing, you may request a copy of the evidence DCAD plans to introduce at the hearing to establish any matter at issue. Before an ARB hearing on a protest or immediately after the hearing begins, you or your agent and the CAD are required to provide each other with a copy of any materials (evidence) intended to be offered or submitted to the ARB at the hearing. Evidence may be submitted for any ARB hearing type either in paper or on a small portable device (such as a CD, USB flash drive or thumb drive) which will be kept by the ARB. Do NOT bring evidence by smart phone. At the time your account is scheduled for an ARB hearing, evidence that the Appraisal District will introduce at your hearing will be available on the DCAD website. You may access this evidence on DCAD's website by using the property account number and PIN located on your notice of appraised value and hearing notice. You may also request this information at the DCAD office.

Telephone Hearings: Due to the COVID-19 Pandemic, the Appraisal Review Board (ARB) will be conducting all protest hearings by telephone. You will be notified of the date and time of your hearing, and will be called by the ARB at the time of your scheduled hearing. Please make sure you provide a daytime phone number on your protest form so the ARB can contact you to start your ARB Hearing.

Hearing Postponements: As a property owner, you are entitled to one postponement of the hearing without showing good cause. You are also entitled to postpone your hearing if you or your agent shows reasonable cause for postponement. You must request this postponement to the ARB before the hearing date. The ARB will determine if good cause exists for missing your hearing.

Residence Homestead Exemptions: If the property is your home and you occupy it as your principal place of residence, you may qualify for one or more residence homestead exemptions, which will reduce the amount of taxes imposed on the property. If you are single or a married couple filing together, you may be eligible to **apply online for the Homestead Exemption at www.dallascad.org**. If you are filing for the Age 65 or Older or Disabled Person exemption or the property is owned by multiple owners, you are *not* eligible to file online. However, you may select the link "Print Homestead Exemption Form" from the DCAD website or you may call 214-631-0910.

Special Service Accommodations: The DCAD offices are wheelchair accessible and parking spaces for the disabled are provided. The DCAD will provide sign interpretation services for the hearing impaired at any scheduled hearing or meeting if at least 72 hours advance notice is given. The hearing impaired can call TDD at (214) 819-2368.

If you desire any special assistance during the hearing process to accommodate any disability you have, please specify:



**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2020**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135313000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:

2515 FAIRMOUNT ST
DALLAS

Legal Description:

BLK 949
LOT 3
55X142 FAIRMONT 236FR MCKINNEY

Dear Property Owner:

This letter is your official notice of the **2020** proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2020, the DCAD appraised your real property at:

2020 Market Value:	\$1,366,750
2020 Appraised Value:	\$1,366,750
2020 Estimated Taxes (using last year's tax rates):	\$37,361

DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and Statutes.

The percentage difference between the 2015 appraised value of \$546,700 and the proposed 2020 appraised value is an increase of 150.00% over a 5-year period.

To **PROTEST** the proposed 2020 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online **uFile** system (**preferred method**) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: June 15, 2020

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "**capped**" at the appropriate limit.

CURRENT YEAR 2020	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750		
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
Market Value	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750	\$ 1,366,750		Total
Last Year's Tax Rate	0.253100	0.776600	1.310385	0.269500	0.124000		2.733585
Estimated Taxes Due*	\$ 3,459	\$ 10,614	\$ 17,910	\$ 3,683	\$ 1,695		\$ 37,361

PRIOR YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Market Value	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	\$ 820,050	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older or disabled at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF PROTEST - COMMERCIAL
TAX YEAR 2020

www.dallascad.org (214) 905-9406



Account Number: 00000135313000000

MURPHY PLAZA LLC
ATTN:MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:
2515 FAIRMOUNT ST
DALLAS

Legal Description:
BLK 949
LOT 3
55X142 FAIRMONT 236FR MCKINNEY

Proposed Value: \$1,366,750

Deed Transfer Date:

CHANGE OF ADDRESS: _____

It is my desire to file a protest based on the issue(s) checked below. Also, I understand that the Appraisal Review Board (ARB) must notify me of any hearing not later than the 15th day before the date of the hearing pursuant to §41.46 of the Texas Property Tax Code. At the time your account is scheduled for an ARB hearing, the evidence that the Chief Appraiser will introduce at your hearing will be available on the DCAD website. You may access this evidence on the website by using the property account number and PIN located on your notice of appraised value and hearing notice.

It is my desire to protest based on the following issue(s) and I have checked the applicable boxes:

- | | |
|--|--|
| <input type="checkbox"/> Value is over market value | <input type="checkbox"/> Ag-Use: Change in use of land appraised as agricultural use, open-space, etc. |
| <input type="checkbox"/> Value is unequal compared with other properties | <input type="checkbox"/> Ag-Use: Open-Space or other special appraisal denied or cancelled |
| <input type="checkbox"/> Property not located in district | <input type="checkbox"/> Property should not be taxed in district or in one or more taxing units |
| <input type="checkbox"/> Exemption was denied or cancelled (Specify _____) | <input type="checkbox"/> Other: (Specify _____) |
| <input type="checkbox"/> Ownership is incorrect (Specify _____) | |

Additional Requests: _____

Opinion of Value: _____

If you wish to expedite your hearing by waiving the required deadline date under Section 41.46 of the Texas Property Tax Code, please check the following box: ☐

Signature of Owner (or Agent)

Date Filed

(Agent Registration No., if applicable)

Printed Name

Daytime/Cell Phone No.

E-Mail Address

DEADLINE FOR FILING A PROTEST: June 15, 2020

GENERAL INSTRUCTIONS: Pursuant to §41.41 of the Texas Property Tax Code, a property owner has the right to protest certain actions taken by the appraisal district. There are two options to file a protest, 1) use the online uFile system, or 2) mail a protest form.

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Appraisal Review Board of Dallas County
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

HOW TO SETTLE THE VALUE OF YOUR PROPERTY

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**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - COMMERCIAL
TAX YEAR 2020**

Mailing Address:
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

www.dallascad.org (214) 905-9406



Account Number: 00000135487000000

Ownership:

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:

2526 FAIRMOUNT ST
DALLAS

Legal Description:

MAHONS SUBD OF HOMESTEAD
BLK 2/954 TR 10 ; 70X170
230FR MAHON

Dear Property Owner:

This letter is your official notice of the **2020** proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2020, the DCAD appraised your real property at:

2020 Market Value:	\$2,082,500
2020 Appraised Value:	\$2,082,500
2020 Estimated Taxes (using last year's tax rates):	\$56,927

DO NOT PAY FROM THIS NOTICE. THIS IS NOT A TAX BILL.

Your current year exemptions are: No Exemptions

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and Statutes.

The percentage difference between the 2015 appraised value of \$833,000 and the proposed 2020 appraised value is an increase of 150.00% over a 5-year period.

To **PROTEST** the proposed 2020 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the online **uFile** system (**preferred method**) or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: June 15, 2020

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "**capped**" at the appropriate limit.

CURRENT YEAR 2020	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College		
Market Value - Land	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500		
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
Market Value	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500		
Less Deductions							
Homestead Capped Limitation							
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500		
Exemption Amount Subtotal							
Estimated Taxable Value	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500	\$ 2,082,500		Total
Last Year's Tax Rate	0.253100	0.776600	1.310385	0.269500	0.124000		2.733585
Estimated Taxes Due*	\$ 5,271	\$ 16,173	\$ 27,289	\$ 5,612	\$ 2,582		\$ 56,927

PRIOR YEAR 2019	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County	City of Dallas	Dallas ISD	Parkland Hospital	Dallas Co Community College	
Market Value - Land	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	
Market Value - Structure(s)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Market Value	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	
Less Deductions						
Homestead Capped Limitation						
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	
Exemption Amount Subtotal						
Estimated Taxable Value	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older or disabled at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.



APPRAISAL REVIEW BOARD OF DALLAS COUNTY
NOTICE OF PROTEST - COMMERCIAL
TAX YEAR 2020

www.dallascad.org (214) 905-9406



Account Number: 00000135487000000

MURPHY PLAZA LLC
ATTN: MARTIN ADLER
PO BOX 941428
PLANO, TX 75094-1428

Property Address:

2526 FAIRMOUNT ST
DALLAS

Legal Description:

MAHONS SUBD OF HOMESTEAD
BLK 2/954 TR 10 ; 70X170
230FR MAHON

Proposed Value: \$2,082,500

Deed Transfer Date:

CHANGE OF ADDRESS: _____

It is my desire to file a protest based on the issue(s) checked below. Also, I understand that the Appraisal Review Board (ARB) must notify me of any hearing not later than the 15th day before the date of the hearing pursuant to §41.46 of the Texas Property Tax Code. At the time your account is scheduled for an ARB hearing, the evidence that the Chief Appraiser will introduce at your hearing will be available on the DCAD website. You may access this evidence on the website by using the property account number and PIN located on your notice of appraised value and hearing notice.

It is my desire to protest based on the following issue(s) and I have checked the applicable boxes:

- | | |
|--|--|
| <input type="checkbox"/> Value is over market value | <input type="checkbox"/> Ag-Use: Change in use of land appraised as agricultural use, open-space, etc. |
| <input type="checkbox"/> Value is unequal compared with other properties | <input type="checkbox"/> Ag-Use: Open-Space or other special appraisal denied or cancelled |
| <input type="checkbox"/> Property not located in district | <input type="checkbox"/> Property should not be taxed in district or in one or more taxing units |
| <input type="checkbox"/> Exemption was denied or cancelled (Specify _____) | <input type="checkbox"/> Other: (Specify _____) |
| <input type="checkbox"/> Ownership is incorrect (Specify _____) | |

Additional Requests: _____

Opinion of Value: _____

If you wish to expedite your hearing by waiving the required deadline date under Section 41.46 of the Texas Property Tax Code, please check the following box: ☐

Signature of Owner (or Agent)

Date Filed

(Agent Registration No., if applicable)

Printed Name

Daytime/Cell Phone No.

E-Mail Address

DEADLINE FOR FILING A PROTEST: June 15, 2020

GENERAL INSTRUCTIONS: Pursuant to §41.41 of the Texas Property Tax Code, a property owner has the right to protest certain actions taken by the appraisal district. There are two options to file a protest, 1) use the online uFile system, or 2) mail a protest form.

uFile ONLINE PROTEST & SETTLEMENT SYSTEM: The preferred method of protesting your property is to use the online uFile Protest & Settlement System. You may access the system by searching your account on our website at www.dallascad.org and select the link "Online Protest System". For easy access, you may request your individual PIN through this system or use the PIN located at the top left-side of your Notice of Appraised Value. Once you utilize the uFile system to protest your property, you may also be eligible to use the settlement program and settle your protest online. **If you file a protest using the online uFile system, please do not file a written or duplicate protest.**

uFile is the preferred method of filing a protest in order to expedite and insure timely delivery of your protest.

PROTEST FORM: This form is for use by a property owner or designated agent who would like the ARB to hear and decide a protest. If you are leasing the property, you are subject to the limitations set forth in Texas Property Tax Code §41.413. Please review the ownership and property information provided on this protest form and make any necessary corrections.

If you wish to mail your protest and supporting documents, the envelope must be postmarked by U.S. Postal Service on or before the deadline.

Appraisal Review Board of Dallas County
Commercial Division
PO Box 560448
Dallas, TX 75356-0448

HOW TO SETTLE THE VALUE OF YOUR PROPERTY

Informal Hearing Process: Due to the COVID-19 Pandemic the DCAD will not be holding face to face informal hearings. Please read the insert titled Health Alert: Dallas Central Appraisal District Operations / uFile Online Protest and Settlement System. If you are unable to use DCAD's uFile system then please mail in your protest form with your supporting documentation. You can also drop off your protest form and documentation at DCAD's office but you will not be able to discuss your issues with an appraiser in person. You may call the number listed on the Notice of Appraised Value and speak to an appraiser about an individual property. Please understand that we mail thousands of notices at this time. Our phone lines will be very busy. Keep trying. You have several weeks to respond before the deadline noted on the Notice of Appraised Value. You may also write our office at 2949 N. Stemmons Freeway, Dallas, TX 75247-6195, or inquire on our website at www.dallascad.org. If you provide supporting documentation with your protest, DCAD will make every effort to have an appraiser contact you prior to your scheduled ARB Hearing. Please make sure you provide an e-mail address and/or daytime phone number on your protest form.

UFILE - PREFERRED METHOD

uFile Online Protest & Settlement System: The preferred method of protesting your property is to use the online uFile Protest & Settlement System. You may access the system by searching for your account on our website at www.dallascad.org and select the link "Online Protest System". For easy access, you may request your individual PIN through this system or use the PIN located at the top left-side of your Notice of Appraised Value. Requesting a PIN does not constitute filing a uFile protest. You must complete the uFile protest process. Once you utilize the uFile system to protest your property, you may also be eligible to use the settlement program and settle your protest online. All uFile protests will eventually be scheduled for an ARB Hearing if the protest issue(s) remain unresolved. Once scheduled for an ARB Hearing, DCAD will post the ARB Hearing Date and Time on your account on our website. The ARB will also mail you an ARB Hearing Notification. **If you file a protest using the online uFile system, please do not file a written or duplicate protest.**

WRITTEN PROTEST

Protest Form: If you choose not to use the uFile online system, you may use the protest form provided. You should attach to your protest form any documentation that supports your opinion of value or any other protested issue (reference the Standards of Documentation). **If you are protesting more than one account, be sure to staple or bundle together all protest forms and documents to avoid receiving multiple dates and times for your accounts.**

Useful Information: If you have purchased your property within the last three years, please include, with your protest form, a copy of your closing statement or other official record that validates the purchase price.

Filing Deadlines: While June 15 is the deadline to file a residence homestead protest, a different deadline will apply to you if 1) your notice of appraised value was mailed to you after May 15; 2) your protest concerns a change in use of agricultural, open-space, or timber land; 3) the Appraisal Review Board (ARB) made a change to the appraisal records that adversely affects you and you received notice of the change; 4) the DCAD or the ARB was required by law to send a notice about your property and did not; or 5) you had good cause for missing the June 15 protest filing deadline. Contact the DCAD for questions about your specific protest filing deadline.

Weekends and Holidays: If your deadline falls on a Saturday, Sunday, or legal holiday, it is postponed until midnight of the next business day.

Appraisal Review Board (ARB): Members of the ARB are not employees of the DCAD. They serve as jurors to arbitrate issues brought before them. The Texas Property Tax Code outlines specific duties for the ARB to follow. The goal of the ARB is to ensure that each property owner is given a fair and impartial hearing in the most efficient and timely manner.

Hearing Process and Delivery of Requested Information: Once the Appraisal Review Board (ARB) receives and processes your protest your account will be scheduled for an ARB hearing. Once scheduled for an ARB Hearing, your hearing date and time will be posted on the DCAD website. You will also receive an ARB hearing notice by first class mail with your hearing date, time, and location to appear before the ARB. If you do not receive an ARB hearing notice then please call the DCAD to inquire about your ARB hearing date or check your account on the DCAD website. You may request in writing that your ARB hearing notice be sent to you by certified mail but you may be charged for this request. You can also request your ARB hearing notice to be e-mailed to you if you provide an e-mail address on the protest form and request this in writing. If you would like for the ARB to send your hearing notice by certified mail or you want your hearing notice sent to your e-mail address then please indicate so on the attached Protest Form under Additional Requests. If you do not want your ARB Hearing conducted with only one ARB member please indicate so under additional requests. Prior to your ARB hearing, you may request a copy of the evidence DCAD plans to introduce at the hearing to establish any matter at issue. Before an ARB hearing on a protest or immediately after the hearing begins, you or your agent and the CAD are required to provide each other with a copy of any materials (evidence) intended to be offered or submitted to the ARB at the hearing. Evidence may be submitted for any ARB hearing type either in paper or on a small portable device (such as a CD, USB flash drive or thumb drive) which will be kept by the ARB. Do NOT bring evidence by smart phone. At the time your account is scheduled for an ARB hearing, evidence that the Appraisal District will introduce at your hearing will be available on the DCAD website. You may access this evidence on DCAD's website by using the property account number and PIN located on your notice of appraised value and hearing notice. You may also request this information at the DCAD office.

Telephone Hearings: Due to the COVID-19 Pandemic, the Appraisal Review Board (ARB) will be conducting all protest hearings by telephone. You will be notified of the date and time of your hearing, and will be called by the ARB at the time of your scheduled hearing. Please make sure you provide a daytime phone number on your protest form so the ARB can contact you to start your ARB Hearing.

Hearing Postponements: As a property owner, you are entitled to one postponement of the hearing without showing good cause. You are also entitled to postpone your hearing if you or your agent shows reasonable cause for postponement. You must request this postponement to the ARB before the hearing date. The ARB will determine if good cause exists for missing your hearing.

Residence Homestead Exemptions: If the property is your home and you occupy it as your principal place of residence, you may qualify for one or more residence homestead exemptions, which will reduce the amount of taxes imposed on the property. If you are single or a married couple filing together, you may be eligible to **apply online** for the **Homestead Exemption** at www.dallascad.org. If you are filing for the Age 65 or Older or Disabled Person exemption or the property is owned by multiple owners, you are *not* eligible to file online. However, you may select the link "Print Homestead Exemption Form" from the DCAD website or you may call 214-631-0910.

Special Service Accommodations: The DCAD offices are wheelchair accessible and parking spaces for the disabled are provided. The DCAD will provide sign interpretation services for the hearing impaired at any scheduled hearing or meeting if at least 72 hours advance notice is given. The hearing impaired can call TDD at (214) 819-2368.

If you desire any special assistance during the hearing process to accommodate any disability you have, please specify:

Invoice

Bev Cap Management, LLC
120 W. Virginia Street, Suite 200
McKinney, TX 75069
Phone: (469)424-3419 Fax: (469)424-3057

Account	KPMVE-1
Invoice #	5179
Due Date	1/1/20
Page	1

Murphy Plaza, LLC
P O Box 941428
Plano, TX, 75094-1428

Account Executive
Michelle Cummings

Amount Due:
\$12,622.38

Return this portion with your payment

✂ - - - - -

Item #	Date	Description	Amount
33005 & 33006	1/1/20	Property Insurance: 2425 McKinney Ave, Dallas, TX (Property, GL & Ext Cov.)	\$12,622.38
<i>Payment due upon receipt. Thank you for your business.</i>			Invoice Total
			\$12,622.38
			Thank You



Questions or Comments?

Reliant
P.O. Box 1532
HOUSTON TX 77251-1532
reliant.com/business
Email us at solutions@reliant.com

Mid Market Customer Support

1-877-505-3833 Mon-Fri 7:30am-5:30pm
Reliant Energy Retail Services, LLC
PUCT Certificate 10007

CARD PAYMENT

Reliant Account [REDACTED]

Customer Name: MURPHY PLAZA LLC

Invoice Number: 332000360668

Date Due	Amount Due
02/14/2020	\$ 55.73

DO NOT PAY - Your card will be charged on 02/14/2020

Account Summary

Billing Date: Jan 25, 2020

Previous Amount Due	\$51.61
Payment 01/13/2020	-51.61
Balance Forward	0.00
Current Charges	55.73
Amount Due	\$55.73

Service Address:

2522 FAIRMOUNT ST
DALLAS TX 75201

For outages or emergencies
call Oncor Electric Delivery at
1-888-313-4747

ESI ID:

10443720007455881

Electric Usage Detail

Meter Number: 103621358LG

Current Meter Read	01/22/2020	72108
Previous Meter Read	12/20/2019	71540
kWh Multiplier		1
kWh Usage		568

Current Electric Charges Detail

33 Day Billing Period From 12/20/2019 To 01/22/2020

Fixed Price

Actual Consumption* Price	568 kWh @ \$0.041050/kWh	23.32
Nodal Congestion Charge		0.10

TDSP Pass-Through Charges

From 12/20/2019 To 01/22/2020

TDSP Customer Charge		2.05
Delivery Point Charge		6.07
Transmission Cost Recov Factor	568 kWh @ \$0.010719/kWh	6.09
Distribution Charge (DUOS)	568 kWh @ \$0.021482/kWh	12.20
Energy Efficiency Cost Recovery		0.18
Distribution Cost Recovery Factor		0.29
Nuclear Decommissioning Fee	568 kWh @ \$0.000127/kWh	0.07
Total TDSP Pass-Through Charges		26.95

Taxes and Assessments

Gross Receipts Tax Reimbursement Charge	1.03
PUC Assessment	0.09
Special Tax	0.51
City Sales Tax 1%	0.51
State Sales Tax 6.25%	3.22
Total Taxes and Assessments	5.36

Current Charges **\$55.73**

Your current plan is effective through your meter read on or after May 31, 2024.

Account: [REDACTED]



C.A.R.E.
Donation*
\$1, \$5, \$10



Date Due	02/14/2020
Amount Due	\$ 55.73

DO NOT PAY - Your card will be charged on 02/14/2020

MURPHY PLAZA LLC
PO BOX 941428
PLANO TX 75094



Reliant Account [REDACTED]

Customer Name: MURPHY PLAZA LLC

Invoice Number: 332000360668

Remittance Instructions --To improve customer service, Reliant will process payments by account number. Your account number must be included with your payment to ensure that your account is properly credited. Your account number is shown in the box at the top of this invoice. You can provide your account number by sending the attached bill stub with your payment or by printing the account number on your check advice. Please include the account number with all payments.

Electronic Payment Method Option - If you would like to pay electronically by Automated Clearing House (ACH) or wire transfer, you may send your payment using ABA Routing Number 043000261 and Bank Account Number 1192323. Your invoice number must be included with your ACH or wire payment to ensure that your account is properly credited. Your invoice number is shown in the box at the top of this invoice. If you have any questions, please call your assigned Account Representative at 1-877-505-3833.

Overdue Payments --Late payment penalties may be assessed on overdue payments at the rate specified in the Agreement.

Notice to Customers -- The practice of adding charges for unrequested products or services is known as "cramming" and is prohibited by law. If you believe that any charge for a product or service appears on your bill has not been authorized by you, call Reliant at 1-877-505-3833 and request an investigation of this charge. If you are dissatisfied with our investigation, you may file a complaint with the Public Utility Commission of Texas (PUCT) at PO Box 13326, Austin, Texas, 78711-3326. PUCT phone number: Local (512) 936-7120, Toll-free in Texas (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136 or toll-free at 1-800-735-2988.

* **C.A.R.E.** - Reliant Energy is proud to offer the Community Assistance by Reliant Energy (C.A.R.E.) Program that provides assistance to Reliant Energy customers who are experiencing a hardship situation and need help paying their energy bills. This program is funded by customer contributions. Please write the amount of your donation in the space provided. This donation may be added to your total payment or a separate payment may be submitted.



CARD PAYMENT

Reliant Account [REDACTED]

Customer Name: MURPHY PLAZA LLC

Invoice Number: 127004972231

Questions or Comments?

Reliant
P.O. Box 1532
HOUSTON TX 77251-1532
reliant.com/business
Email us at solutions@reliant.com

Mid Market Customer Support

1-877-505-3833 Mon-Fri 7:30am-5:30pm
Reliant Energy Retail Services, LLC
PUCT Certificate 10007

Date Due	Amount Due
03/16/2020	\$ 50.05

DO NOT PAY - Your card will be charged on 03/16/2020

Account Summary

Billing Date: Feb 24, 2020

Previous Amount Due	\$55.73
Payment 02/14/2020	-55.73
Balance Forward	0.00
Current Charges	50.05
Amount Due	\$50.05

Service Address:

2522 FAIRMOUNT ST
DALLAS TX 75201-1955
For outages or emergencies
call Oncor Electric Delivery at
1-888-313-4747

ESI ID:

10443720007455881

Electric Usage Detail

Meter Number: 1036213581G

Current Meter Read	02/20/2020	72607
Previous Meter Read	01/22/2020	72108
kWh Multiplier		1
kWh Usage		499

Current Electric Charges Detail

29 Day Billing Period From 01/22/2020 To 02/20/2020

Fixed Price		
Actual Consumption * Price	499 kWh @ \$0.041050/kWh	20.48
Nodal Congestion Charge		0.10
TDSP Pass-Through Charges	From 01/22/2020 To 02/20/2020	
TDSP Customer Charge		2.05
Delivery Point Charge		6.07
Transmission Cost Recov Factor	499 kWh @ \$0.010719/kWh	5.35
Distribution Charge (DUOS)	499 kWh @ \$0.021482/kWh	10.72
Energy Efficiency Cost Recovery		0.16
Distribution Cost Recovery Factor		0.25
Nuclear Decommissioning Fee	499 kWh @ \$0.000127/kWh	0.06
Total TDSP Pass-Through Charges		24.66
Taxes and Assessments		
Gross Receipts Tax Reimbursement Charge		0.92
PUC Assessment		0.08
Special Tax		0.47
City Sales Tax 1%		0.47
State Sales Tax 6.25%		2.87
Total Taxes and Assessments		4.81
Current Charges		\$50.05

Your current plan is effective through your meter read on or after May 31, 2024.



C.A.R.E.
Donation*
\$1, \$5, \$10



Account: [REDACTED]

Date Due	03/16/2020
Amount Due	\$ 50.05

***DO NOT PAY - Your card will be
charged on 03/16/2020***

MURPHY PLAZA LLC
PO BOX 941428
PLANO TX 75094



Reliant Account [REDACTED]

Customer Name: MURPHY PLAZA LLC

Invoice Number: 127004972231

Remittance Instructions --To improve customer service, Reliant will process payments by account number. Your account number must be included with your payment to ensure that your account is properly credited. Your account number is shown in the box at the top of this invoice. You can provide your account number by sending the attached bill stub with your payment or by printing the account number on your check advice. Please include the account number with all payments.

Electronic Payment Method Option - If you would like to pay electronically by Automated Clearing House (ACH) or wire transfer, you may send your payment using ABA Routing Number 043000261 and Bank Account Number 1192323. Your invoice number must be included with your ACH or wire payment to ensure that your account is properly credited. Your invoice number is shown in the box at the top of this invoice. If you have any questions, please call your assigned Account Representative at 1-877-505-3833.

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CARD PAYMENT

Reliant Account: [REDACTED]

Customer Name: MURPHY PLAZA LLC

Invoice Number: 117007092890

Questions or Comments?

Reliant
P.O. Box 1532
HOUSTON TX 77251-1532
reliant.com/business
Email us at solutions@reliant.com

Mid Market Customer Support

1-877-505-3833 Mon-Fri 7:30am-5:30pm
Reliant Energy Retail Services, LLC
PUCT Certificate 10007

Date Due	Amount Due
04/13/2020	\$ 50.21

DO NOT PAY - Your card will be charged on 04/13/2020

Account Summary

Billing Date: Mar 23, 2020

Previous Amount Due	\$50.05
Payment 03/16/2020	-50.05
Balance Forward	0.00
Current Charges	50.21
Amount Due	\$50.21

Service Address:

2522 FAIRMOUNT ST
DALLAS TX 75201-1955
For outages or emergencies
call Oncor Electric Delivery at
1-888-313-4747

ESI ID:

10443720007455881

Electric Usage Detail

Meter Number: 103621358LG

Current Meter Read	03/20/2020	73114
Previous Meter Read	02/20/2020	72607
kWh Multiplier		1
kWh Usage		507

Current Electric Charges Detail

29 Day Billing Period From 02/20/2020 To 03/20/2020

Fixed Price		
Actual Consumption* Price	507 kWh @ \$0.041050/kWh	20.81
Nodal Congestion Charge		0.07
TDSP Pass-Through Charges	From 02/20/2020 To 03/20/2020	
TDSP Customer Charge		2.05
Delivery Point Charge		6.07
Transmission Cost Recov Factor	507 kWh @ \$0.009918/kWh	5.03
Distribution Charge (DUOS)	507 kWh @ \$0.021482/kWh	10.89
Energy Efficiency Cost Recovery		0.14
Distribution Cost Recovery Factor		0.26
Nuclear Decommissioning Fee	507 kWh @ \$0.000127/kWh	0.06
Total TDSP Pass-Through Charges		24.50
Taxes and Assessments		
Gross Receipts Tax Reimbursement Charge		0.93
PUC Assessment		0.08
Special Tax		0.46
City Sales Tax 1%		0.46
State Sales Tax 6.25%		2.90
Total Taxes and Assessments		4.83
Current Charges		\$50.21

Your current plan is effective through your meter read on or after May 31, 2024.

141/281



C.A.R.E.
Donation*
\$1, \$5, \$10



Account: [REDACTED]

Date Due	04/13/2020
Amount Due	\$ 50.21

***DO NOT PAY - Your card will be
charged on 04/13/2020***

MURPHY PLAZA LLC
PO BOX 941428
PLANO TX 75094



Reliant Account:

Customer Name: MURPHY PLAZA LLC**Invoice Number: 117007092890**

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* C.A.R.E. - Reliant Energy is proud to offer the Community Assistance by Reliant Energy (C.A.R.E.) Program that provides assistance to Reliant Energy customers who are experiencing a hardship situation and need help paying their energy bills. This program is funded by customer contributions. Please write the amount of your donation in the space provided. This donation may be added to your total payment or a separate payment may be submitted.



Questions or Comments?

Reliant
P.O. Box 1532
HOUSTON TX 77251-1532
reliant.com/business
Email us at solutions@reliant.com

Mid Market Customer Support
1-877-505-3833 Mon-Fri 7:30am-5:30pm
Reliant Energy Retail Services, LLC
PUCT Certificate 10007

CARD PAYMENT

Reliant Account [REDACTED]

Customer Name: MURPHY PLAZA LLC

Invoice Number: 116007237526

Date Due	Amount Due
05/14/2020	\$ 55.90

DO NOT PAY - Your card will be charged on 05/14/2020

Account Summary

Billing Date: Apr 24, 2020

Previous Amount Due	\$50.21
Payment 04/13/2020	-50.21
Balance Forward	0.00
Current Charges	55.90
Amount Due	\$55.90

TX05



MURPHY PLAZA LLC
PO BOX 941428
PLANO TX 75094

C.A.R.E.
Donation*
\$1, \$5, \$10



Account: [REDACTED]

Date Due	05/14/2020
Amount Due	\$ 55.90

DO NOT PAY - Your card will be charged on 05/14/2020



4279 8557



Customer Name: MURPHY PLAZA LLC

Invoice Number: 116007237526

Service Address:2522 FAIRMOUNT ST
DALLAS TX 75201-1955For outages or emergencies
call Oncor Electric Delivery at
1-888-313-4747**ESI ID:**

10443720007455881

Electric Usage Detail**Meter Number: 103621358LG**

Current Meter Read	04/21/2020	73687
Previous Meter Read	03/20/2020	73114
kWh Multiplier		1
kWh Usage		573

Current Electric Charges Detail

32 Day Billing Period From 03/20/2020 To 04/21/2020

Fixed Price

Actual Consumption* Price	573 kWh @ \$0.041050/kWh	23.52
Nodal Congestion Charge		0.20

TDSP Pass-Through Charges

From 03/20/2020 To 04/21/2020

TDSP Customer Charge		2.05
DeliveryPoint Charge		6.07
TransmissionCost Recov Factor	573 kWh @ \$0.009918/kWh	5.68
DistributionCharge (DUOS)	573 kWh @ \$0.021482/kWh	12.31
Energy Efficiency Cost Recovery		0.16
Distribution Cost Recovery Factor		0.29
Nuclear Decommissioning Fee	573 kWh @ \$0.000127/kWh	0.07
Electricity Relief Program	573 kWh @ \$0.000330/kWh	0.19
Total TDSP Pass-Through Charges		26.82

Taxes and Assessments

Gross Receipts Tax Reimbursement Charge		1.03
PUC Assessment		0.09
Special Tax		0.52
City Sales Tax 1%		0.52
State Sales Tax 6.25%		3.20
Total Taxes and Assessments		5.36

Current Charges		\$55.90
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Your current plan is effective through your meter read on or after May 31, 2024.

Remittance Instructions -- To improve customer service, Reliant will process payments by account number. Your account number must be included with your payment to ensure that your account is properly credited. Your account number is shown in the box at the top of this invoice. You can provide your account number by sending the attached bill stub with your payment or by printing the account number on your check advice. Please include the account number with all payments.

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Customer Name: MURPHY PLAZA LLC

Invoice Number: 116007237526

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Mid Market Customer Support

1-877-505-3833 Mon-Fri 7:30am-5:30pm
Reliant Energy Retail Services, LLC
PUCT Certificate 10007

CARD PAYMENT

Reliant Account [REDACTED]

Customer Name: MURPHY PLAZA LLC

Invoice Number: 345000401436

Date Due	Amount Due
06/12/2020	\$ 50.55

DO NOT PAY - Your card will be charged on 06/12/2020

Account Summary

Billing Date: May 23, 2020

Previous Amount Due	\$55.90
Payment 05/14/2020	-55.90
Balance Forward	0.00
Current Charges	50.55
Amount Due	\$50.55



MURPHY PLAZA LLC
PO BOX 941428
PLANO TX 75094

C.A.R.E.
Donation*
\$1, \$5, \$10



Account: [REDACTED]

Date Due	06/12/2020
Amount Due	\$ 50.55

DO NOT PAY - Your card will be charged on 06/12/2020



Reliant Account

Customer Name: MURPHY PLAZA LLC

Invoice Number: 345000401436

Service Address:2522 FAIRMOUNT ST
DALLAS TX 75201-1955For outages or emergencies
call Oncor Electric Delivery at
1-888-313-4747**ESI ID:**

10443720007455881

Electric Usage Detail**Meter Number: 103621358LG**

Current Meter Read	05/20/2020	74195
Previous Meter Read	04/21/2020	73687
kWh Multiplier		1
kWh Usage		508

Current Electric Charges Detail

29 Day Billing Period From 04/21/2020 To 05/20/2020

Fixed Price

Actual Consumption* Price	508 kWh @ \$0.041050/kWh	20.85
Nodal Congestion Charge		0.14

TDSP Pass-Through Charges

From 04/21/2020 To 05/20/2020

TDSP Customer Charge		2.05
Delivery Point Charge		6.07
Transmission Cost Recov Factor	508 kWh @ \$0.009918/kWh	5.04
Nuclear Decommissioning Fee	508 kWh @ \$0.000127/kWh	0.06
Distribution Charge (DUOS)	508 kWh @ \$0.021482/kWh	10.91
Energy Efficiency Cost Recovery		0.14
Distribution Cost Recovery Factor		0.26
Electricity Relief Program	508 kWh @ \$0.000330/kWh	0.17
Total TDSP Pass-Through Charges		24.70

Taxes and Assessments

Gross Receipts Tax Reimbursement Charge		0.93
PUC Assessment		0.08
Special Tax		0.47
City Sales Tax 1%		0.47
State Sales Tax 6.25%		2.91
Total Taxes and Assessments		4.86

Current Charges	\$50.55
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Your current plan is effective through your meter read on or after May 31, 2024.

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Customer Name: MURPHY PLAZA LLC

Invoice Number: 345000401436

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TECTA AMERICA
9450 BRYN MAWR AVE STE 500
Rosemont, IL 60018

Transaction Date:	05/08/2020	Transaction Time:	04:44 PM (Eastern)
Transaction Type:	Sale	Draft Locator:	VT
Account Number:	*****5494	Sales Tax:	\$0.00
Authorization Code:	42994J	Card Type:	MasterCard
Transaction Amount:	\$1,404.53	Response:	00
Merchant Order Number:			
Merchandise:	Roofing Services		
Customer Code:			
Customer Address:			
Customer Zip:			

Thank you for your business.

CEI ROOFING TEXAS, LLC**A TECTA AMERICA COMPANY**

CEI Roofing Texas, LLC
2510 Cockrell Avenue • Phone No. (214) 352-3032
Dallas, TX 75215 • Fax No.
Remit To: 2510 Cockrell Avenue Dallas, TX 75215

ROOFING INVOICE

Invoice Number: S073003901
Invoice Date: 01/25/18
Due Date: 02/24/18

Page No: 1

Customer:
MURPHY PLAZA, LLC
P.O. BOX 941428
PLANO, TX 75094-1428

Location:
GOLD'S GYM
SUZAN PIAZZI
2425 MCKINNEY AVENUE
DALLAS, TX 75201

Customer ID: 9387
Order Type: ROU DA
Call Taken By: CZIEGENHAGEN
P.O. No:
Job Description: GOLD'S GYM

Service Ticket No. ST023890
Assigned To: Shantell Johnson
Dispatch Region:
Contact: SUZAN PIAZZI
Phone: 214-296-5007

Work Completed:
01/15/18 NON-WARRANTY REPAIRS
FOUND AND REPAIRED THREE (3) PUNCTURES IN ROOF MEMBRANE AND
SEALED TERMINATION BAR.

Charges:

Description	Work Date	Hours/Qty	Price	Amount
SHANTELL ROBERT JOHNSON	01/15/18	3.5	80.00	280.00
EDGAR ARISTA	01/15/18	3.5	80.00	280.00
SHOP SUPPLIES	01/15/18	1	35.00	35.00
SEALANT	01/15/18	1	11.90	11.90
MEMBRANE CLEANER	01/15/18	1	39.30	39.30
MEMBRANE PRIMER	01/15/18	1	50.10	50.10
SINGLE PLY EDGE SEALANT	01/15/18	1	19.60	19.60
SINGLE PLY MEMBRANE	01/15/18	10	3.35	33.50
MILEAGE	01/15/18	4	2.25	9.00

Payments are due on the date specified above as the Due Date. Unpaid invoices shall bear interest at the rate of 1 1/2% per month.
Customer shall be responsible for all costs of collection, including reasonable attorneys' fees incurred due to nonpayment.

Subtotal: 758.40
Sales Tax: 62.56
Less Retention: 0.00
Total Amount Due: 820.96

CEI ROOFING TEXAS, LLC**A TECTA AMERICA COMPANY**

CEI Roofing Texas, LLC
2510 Cockrell Avenue • Phone No. (214) 352-3032
Dallas, TX 75215 • Fax No.

Remit To: 2510 Cockrell Avenue Dallas, TX 75215

ROOFING INVOICE

Invoice Number: S073006682

Invoice Date: 02/20/20

Due Date: 03/21/20

Page No: 1

Customer:

MURPHY PLAZA, LLC
P.O. BOX 941428
PLANO, TX 75094-1428

Location:

GOLD'S GYM
WILLIE PIECE
2425 MCKINNEY AVENUE
DALLAS, TX 75201

Customer ID: 9387
Order Type: ROU DA
Call Taken By: CZIEGENHAGEN
P.O. No:
Job Description: GOLD'S GYM

Service Ticket No. ST026177
Assigned To: Pablo Gomez
Dispatch Region:
Contact: WILLIE PIECE
Phone: 817-784-5652

Work Completed:

02/03/20 INVESTITGATED ROOF AND FOUND NO LEAKS. WE FOUND SEVERAL LEAKS IN THE A/C
DUCTS AND THE A/C. NO REPAIRS MADE. WE RECOMMEND YOU CONTACT YOUR
HVAC TECHNICIAN.

Charges:

Description	Work Date	Hours/Qty	Price	Amount
PABLO GOMEZ-SILVA	02/03/20	4	85.00	340.00
PABLO FABIAN GOMEZ	02/03/20	4	85.00	340.00
MILEAGE	02/03/20	5	2.25	11.25

Payments are due on the date specified above as the Due Date. Unpaid invoices shall bear interest at the rate of 1 1/2% per month.
Customer shall be responsible for all costs of collection, including reasonable attorneys' fees incurred due to nonpayment.

Subtotal: 691.25
Sales Tax: 57.02
Less Retention: 0.00
Total Amount Due: 748.27

Lease Summary

Landlord	2425 Mckinney Co.
Tenant	Gold's Gym International, Inc.
Location	2425 Mckinney Avenue
Date of Lease	January 11, 2007
Term of Lease	12 years
Commencement Date	January 11, 2007
Termination Date	January 10, 2019
Rent Schedule	1/11/07 – 1/10/11: \$50,000/mo. \$600,000/yr. 1/11/11 – 1/10/15: \$55,000/mo. \$660,000/yr. 1/11/15 – 1/10/19: \$57,500/mo. \$690,000/yr.
Additional Rent	Lease is NNN with Tenant paying all expenses.
Renewal Options	2, 5-year 1 st Period: The greater of \$70,000 per month or \$50,000 adjusted by the CPI increase over 12 years. 2nd Period: The greater of \$80,000 per month or \$50,000 adjusted by the CPI increase over 17 years.
Security Deposit	None

Parking Lease

Rent Schedule*	2007	\$4,500.00/mo.
	2008	\$4,635.00/mo.
	2009	\$4,774.05/mo.
	2010	\$4,917.27/mo.
	2011	\$5,064.79/mo.
	2012	\$5,216.73/mo.
	2013	\$5,373.24/mo.
	2014	\$5,534.43/mo.
	2015	\$5,700.47/mo.
	2016	\$5,871.48/mo.
	2017	\$6,047.62/mo.
	2018	\$6,229.05/mo.

**Increases three percent (3%) per year during any renewals*

GOLD'S TEXAS HOLDINGS, L.P.

TENANT

WITH

2425 MCKINNEY CO.

LANDLORD

Date:

April 11, 2006

**2425 McKinney Avenue
Dallas, Texas**

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into effective as of April 11, 2006 (the "Effective Date"), by and between **2425 MCKINNEY CO.**, a Texas general partnership (hereinafter, "Landlord"), and **GOLD'S TEXAS HOLDINGS, L.P.**, a Delaware limited partnership (hereinafter, "Tenant").

RECITALS:

A. Landlord is the owner of that certain real property and improvements more particularly described on **Exhibit A** attached hereto and located at 2425 McKinney Avenue, Dallas, Dallas County, Texas (such real property and improvements referred to herein as the "Gym Facility."). The building located on the Gym Facility (the "Building") contains 30,000 square feet of space. Landlord is also the owner of the real property and exclusive use parking lot improvements more particularly described on **Exhibit B-1** and **Exhibit B-2** attached hereto and made a part hereof for all purposes (such real property and parking lot improvements collectively referred to herein as the "Parking Facilities.").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Gym Facility and the Parking Facilities (collectively referred to herein as the "Demised Premises.").

AGREEMENT:


In consideration of the covenants and conditions herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. DEMISE OF PREMISES AND TERM

A. Demise of Premises: In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases the Demised Premises to Tenant, and Tenant hereby accepts and takes the Demised Premises from Landlord, for Tenant's exclusive use, occupancy and benefit, as well as for the use, occupancy and benefit of Tenant's customers, employees, agents, invitees, subtenants, licensees and concessionaires for an initial term of twelve (12) years, as the same may be extended as set forth below (such term, if and as so extended, is hereinafter called the "Term").

Except to the extent required by law, during the term of this Lease Landlord shall not construct or place (nor permit the construction or placement of) any kiosk, fence, structure, improvement, sign or other obstruction of any kind on any real property owned or operated by Landlord and located adjacent to the Demised Premises if such construction or placement would materially reduce access to and/or visibility of the Demised Premises by the general public from public roadways. Without limiting the foregoing, Landlord covenants that Landlord will not obstruct Tenant's means of ingress and egress between each of the entrances to the Demised Premises and all adjacent public streets, highways and perimeter roads. If any action taken by Landlord interferes with Tenant's use and enjoyment of the Demised Premises or its utilities and services, and Tenant is unable to make reasonable use of the Demised Premises for its intended purposes for a period of three (3) consecutive days, after receipt of written notice, Tenant will be entitled to receive an abatement of rent commencing on the first day of such interference. The amount of such abatement shall be based upon the proportion that the area of the Demised Premises that Tenant does not use bears to the total area of the Demised Premises.

The demise of the Demised Premises shall include the right of Tenant to install, maintain, repair and/or replace, at Tenant's sole cost and expense, telecommunications equipment; heating, ventilating and air conditioning ("HVAC") equipment; signage; security lighting and similar equipment and/or



fixtures on the roof of the Building, together with such appurtenant cables, lines, pipes, conduits, wires and other installations necessary for the operation of such equipment and fixtures from and/or within the Demised Premises (such equipment and/or fixtures collectively referred to herein as the "Tenant Systems.") The installation, construction, maintenance, repair, replacement and/or removal of any Tenant Systems component shall be performed by Tenant (or on Tenant's behalf) in accordance with all applicable governmental building codes and regulations, and shall be performed in accordance with plans and specifications previously approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed.) Except as otherwise provided to the contrary in this Lease, Tenant shall be responsible for the repair of any damage caused to the roof of the Building to the extent such damage is caused by the installation, construction, maintenance, repair, replacement and/or removal of any Tenant Systems component by Tenant or its contractors, representatives or employees. Notwithstanding the foregoing, but subject to Tenant's removal rights set forth in Section 12B below, no permanently attached fixtures or Tenant Systems may be removed without Landlord's Consent which consent Landlord may, in its discretion, withhold.

B. Commencement of Term: Landlord and Tenant acknowledge that possession of the Demised Premises has been delivered to Tenant effective as of April 11, 2006, and accordingly, both parties agree that the Term of this Lease shall commence, and all Base Rent shall begin to accrue on January 11, 2007. For purposes of this Lease, the date on which the Lease commences shall be referred to herein as the "Commencement Date." From and after possession of the Demised Premises by Tenant (but prior to the Commencement Date), Tenant shall be liable only for the payment of Operating Expenses, Real Estate Taxes and Insurance (each as hereinafter defined) accruing during its period of occupancy of the Demised Premises. Occupancy of the Demised Premises by Tenant prior to the Commencement Date shall be subject to all of the terms, conditions and provisions of this Lease other than the payment of Base Rent.

C. Lease Renewal Option: Provided Tenant is not in default under this Lease, Tenant shall have two (2) options to renew and extend the Term of this Lease for an additional five (5) year period each (each such renewal period referred to herein as the "Extension Period") by giving Landlord written notice of Tenant's exercise of such renewal option at least one hundred eighty (180) days prior to the expiration of the initial Term (and each Extension Period, as applicable.) If Tenant fails to give such written notice timely, the renewal option terminates and is of no further effect. Upon the giving of such notice to Landlord, the Term of this Lease shall automatically extend for an additional five (5) year period beginning on the first day following the expiration date of the Initial Term, or the extended Term, as the case may be. All of the terms and conditions of this Lease shall remain in full force and effect during the Extension Period, provided however, that Base Rent shall be calculated in accordance with the provisions of Exhibit C attached hereto.

2. RENT

A. (i) Gym Facility Rent: Tenant shall pay to Landlord during the term of this Lease, as minimum guaranteed rent for the Gym Facility and the Building (hereinafter, the "Gym Facility Rent"), the amounts shown below:

Year 1 through 4 of Initial Term:	\$ 20.00 per square foot/year; or \$ 600,000 annually; or \$ 50,000.00 per month
Year 5 through 8 of Initial Term:	\$ 22.00 per square foot/year; or

\$ 660,000 annually; or
\$ 55,000.00 per month

Year 9 through 12 of Initial Term: \$ 23.00 per square foot/year; or
\$ 690,000 annually; or
\$ 57,500.00 per month

(ii) Parking Facilities Rent: In addition to the Gym Facility Rent amounts specified above, during Year 1 of the Lease, Tenant shall pay to Landlord an amount equal to \$4,500.00 per month as rent for the exclusive use of the Parking Facilities (such amount referred to herein as the "Parking Facilities Rent."). The amount of the Parking Facilities Rent payable by Tenant shall be increased by three percent (3%) annually during the Term of the Lease and shall take effect on each anniversary date of the Commencement Date of the Lease.

(iii) For purposes of this Lease, the Gym Facility Rent and the Parking Facilities Rent shall be collectively referred to herein as the "Base Rent."

From and after the Commencement Date specified above, Base Rent shall be payable in equal monthly installments, in advance, on or before the first day of each calendar month throughout the Term of this Lease (and any applicable Extension Period). Tenant shall pay the Base Rent and all other sums, costs, charges and expenses designated as "additional rent" under this Lease, when due, without demand, and except as otherwise provided in this Lease, without abatement, deduction or setoff.

If any installment of Base Rent and/or additional rent is not received within ten (10) days following the date on which such sums are due, Tenant shall pay, as additional rent, a late fee/administrative charge equal to One Hundred and No/100 Dollars (\$100.00), plus interest at the rate of twelve percent (12%) per annum from the due date until paid in full. If Base Rent or any additional rent payable by Tenant under this Lease is not received by Landlord when due, Landlord shall deliver written notice of such nonpayment to Tenant.

B. Adjustments: If the Commencement Date or the termination of this Lease occurs on other than the first or last day of a calendar month, respectively, an appropriate adjustment, calculated on a pro-rata daily basis, shall be made to the monthly installment of Base Rent and additional rent then payable by Tenant for such month.

C. Rent Payment Address: Base Rent and any additional rent payable hereunder shall be paid to Landlord at 2519 Thomas Avenue, Dallas, Texas 75201 or at such other place as Landlord or its assigns may designate in a written notice given to Tenant in accordance with the notice provisions of this Lease.

D. Restrictive Endorsements Ineffective: No payment by Tenant or receipt by Landlord of a lesser amount than the current installment of Base Rent and/or additional rent which may be due shall be deemed to be other than on account of the earliest Base Rent and/or additional rent (as applicable) due under this Lease, nor shall any endorsement or statement on any check be deemed a waiver, settlement, accord and satisfaction or other agreement by Landlord, and Landlord may accept such check without prejudice to its right to recover the entire balance of Base Rent and additional rent, or to pursue any other remedy provided in this Lease.

E. Measurement of Premises and Memorandum: For all purposes of this Lease, Landlord and Tenant agree that the Building on the Demised Premises consists of thirty thousand (30,000) square feet (which is the square footage area upon which the Base Rent figures shown on the Rent Schedule above are based), whether actual or not.

3. IMPROVEMENTS

A. Landlord's Delivery of Demised Premises: Landlord shall deliver the Demised Premises to Tenant in a clean condition. Except as expressly set forth herein to the contrary, the Demised Premises are hereby leased to Tenant in an "AS IS, WHERE IS" condition. Once Tenant takes possession of the Demised Premises, subject to the Inspection Period (as hereinafter defined), Tenant acknowledges acceptance of the Demised Premises in its then current condition.

Notwithstanding the foregoing to the contrary, Landlord represents and warrants to Tenant that to the best of Landlord's actual current knowledge, (i) the structural elements of the improvements on the Demised Premises (including without limitation, all walls, roof structures, foundations and all other structural elements) are structurally sound, are sufficient for Tenant's intended usage and are in full compliance in all material respects with all applicable governmental and quasi-governmental codes, regulations, laws, statutes and other mandates; (ii) gas, electricity, water and sewage, garbage and other utilities and facilities are available for use by and within the Demised Premises in sufficient capacity for Tenant's intended use of the Demised Premises; (iii) the Demised Premises are in a condition fully sufficient to satisfy all applicable city, county, state and other governmental and quasi-governmental agency requirements necessary for the transaction of Tenant's intended business operations within the Demised Premises, exclusive of ADA (as hereinafter defined); (iv) except as disclosed in Section 30.D. below, the Demised Premises are zoned so as to permit the operation of a full service health club facility with sales of related services and products; and (v) Landlord has received no notice that the Demised Premises are in violation of any federal, state or local law (including common law), regulation, ordinance, judgment, decree or order (whether civil, criminal or administrative in nature) relating to the protection of human health and/or the environment, including but not limited to, the Comprehensive Environmental Response Compensation and Liability Act, 42 USC 9601 et seq, the Resource Conservation and Recovery Act, 42 USC 6901 et. seq., and the Clean Water Act 33 USC 1251 et. seq. and any other similar federal, state or local law as may be amended from time to time. For purposes of this Lease, "to the best of Landlord's knowledge" shall mean to the actual current knowledge of 2425 McKinney Co., Walker Capital Corporation, and John Newton Walker.

B. Plans and Specifications:

Landlord represents that to the best of Landlord's knowledge, Landlord has previously delivered to Tenant complete drawings, plans and specifications (the "Existing Plans") of the construction of the Demised Premises and all improvements thereon. Within sixty (60) days following the date on which this Lease is executed by both Landlord and Tenant, Tenant shall submit to Landlord for its approval (such approval not to be unreasonably withheld, conditioned or delayed), plans and specifications for the renovation of the Demised Premises (the "Renovation Plans." If Landlord fails to approve or disapprove the Renovation Plans, in writing, within ten (10) days following receipt of Tenant's submission of such Plans to Landlord, Landlord shall be deemed to have given its approval to the Renovation Plans and Tenant (and/or its contractors) may proceed with implementation of such Renovation Plans immediately upon the expiration of such ten day period. The work to be performed by Tenant pursuant to the Renovation Plans (and/or the Modified Renovation Plans, discussed below) shall be collectively referred to herein as the "Tenant's Work". Tenant's Work will be restricted to non-

structural renovations or modifications to the Demised Premises. If Tenant requests any structural modification of the Demised Premises, Landlord may, in its sole, but commercially reasonable discretion, withhold consent. It is understood and agreed by Landlord and Tenant that (i) paving and/or painting all or any portion of the Demised Premises; (ii) installing awnings or similar coverings on any portion of the Demised Premises; or (iii) installing signs and/or signage on or about the Demised Premises shall not be deemed to be a "structural" alteration or modification of the Demised Premises.

If Tenant (and/or its contractors) desire to materially deviate from the Renovation Plans, Tenant (and/or its contractors) shall prepare or cause to be prepared additional plans and specifications encompassing such material deviations (such additional plans and specifications referred to herein as the "Modified Renovation Plans") and shall submit the same to Landlord for its approval (such approval not to be unreasonably withheld, conditioned or delayed). If Landlord fails to approve or disapprove the Modified Renovation Plans, in writing, within ten (10) days following receipt of Tenant's submission of such Plans to Landlord, Landlord shall be deemed to have given its approval to the Modified Renovation Plans and Tenant (and/or its contractors) may proceed with implementation of such Modified Renovation Plans immediately upon the expiration of such ten day period. If Landlord disapproves the Modified Renovation Plans, Landlord shall specify with particularity and in writing, each of the grounds for such disapproval. Tenant may then submit amended Modified Renovation Plans to Landlord for its approval or disapproval. If Landlord fails to approve or disapprove the amended Modified Renovation Plans, in writing, within ten (10) days following receipt of Tenant's submission of same to Landlord, Landlord shall be deemed to have given its approval to the amended Modified Renovation Plans and Tenant (and/or its contractors) may proceed with implementation of the amended Modified Renovation Plans immediately upon the expiration of such ten day period.

C. Permits:

(i) Not later than sixty (60) days after the execution of this Lease by both Landlord and Tenant, Tenant shall submit the Renovation Plans to the applicable governmental and quasi-governmental authorities (collectively referred to herein as the "Authorities") as part of its application for all building and other permits necessary in connection with performing Tenant's Work, and shall use commercially reasonable efforts to diligently pursue such applications to issuance of permits and licenses. As soon as commercially practicable, Tenant shall submit to the applicable Authorities any applications necessary to obtain licenses, permits and other approvals necessary for the installation, construction, display and operation of Tenant's improvements in and to the Demised Premises, Tenant's signage for the Demised Premises and Tenant's use of the Demised Premises for the purposes set forth herein. (All permits, licenses and other approval required to be obtained by Tenant for the Tenant Work, Tenant's signage and Tenant's operation within the Demised Premises shall be collectively referred to herein as the "Tenant Permits")

Landlord shall use all commercially reasonable efforts to cooperate with Tenant in applying for, obtaining and maintaining any and all Tenant Permits to the extent that Landlord's cooperation is reasonably necessary. Tenant acknowledges that Landlord has at the request of Tenant or its contractors performed certain work to facilitate the turn-over of the Demised Premises. Accordingly, Tenant agrees to reimburse Landlord within ten (10) business days of its receipt of request therefor (accompanied by supporting documentation) for all costs and expenses incurred by Landlord which other than due to Landlord's accommodating Tenant's and its contractors requests would otherwise have been deemed Tenant's Work (as hereinafter defined).

(ii) If one or more Authorities reject any application submitted for the issuance of any Tenant Permit or otherwise fail to issue to Tenant all Tenant Permits required by Tenant for the finish-out, construction, use and/or operation of the Demised Premises for Tenant's intended business operations within the Demised Premises within ninety (90) days after the date of Tenant's initial application therefore, Tenant shall have the right, upon notice to Landlord, to terminate this Lease, whereupon neither party shall have any further obligation or liability to the other. Tenant shall use all commercially reasonable efforts and shall timely submit all applications necessary to obtain the required Tenant Permits within such ninety (90) day period.

D. Performance of Tenant's Work: Provided that the Demised Premises are timely delivered by Landlord to Tenant in accordance with the provisions of this Lease, within thirty (30) days after Tenant has obtained all necessary Tenant Permits, Tenant shall commence, and shall diligently thereafter pursue to completion (subject to conditions of force majeure), the performance of Tenant's Work. All of the Tenant's Work shall be performed in a good and workmanlike manner, in accordance with good construction practices and pursuant to validly issued permits and licenses. Further, Tenant's Work shall be substantially completed as soon as is commercially reasonable under the circumstances then and there existing, subject to conditions of force majeure. Except with respect to any pre-existing condition or matter constituting a breach of Landlord's representations and warranties to Tenant as set forth herein, when completed, the Tenant's Work shall comply with applicable laws, ordinances, rules, orders and regulations promulgated by all Authorities having jurisdiction over the Tenant's Work.

E. Inspection Period. For a period commencing on the Effective Date of this Lease and continuing until April 30, 2006 (such period referred to herein as the "Demised Premises Inspection Period"), Tenant and/or its representatives, contractors and agents shall have the unimpeded right to conduct any and all inspections, reviews, investigations and tests within and to the Demised Premises (and all elemental portions thereof) to ascertain the existence of contamination, structural defects and other matters or conditions that may negatively impact Tenant's occupancy and use of the Demised Premises for the purposes contemplated in this Lease. If any inspections, reviews, investigations or tests performed within and to the Demised Premises during the Demised Premises Inspection Period indicates the existence of one or more conditions that would negatively impact Tenant's occupancy and proposed use of the Demised Premises and the remediation or correction thereof would cost in excess of \$100,000.00 (such condition or matter referred to herein as a "Defect," whether or not such condition or matter is structural in nature), Tenant shall promptly provide Landlord with a copy of all reports or other documents generated in connection with such Defect (the "Defect Reports") as soon as such reports and other documents are delivered to Tenant by the applicable inspection services or personnel and if any information communicated orally prior to the written report, same will be passed on to Landlord immediately. From and after the date on which Tenant delivers to Landlord the Defect Reports, Landlord shall have a period of twenty (20) days in which to notify Tenant, in writing, whether or not Landlord will remediate and/or correct such Defect(s) (the notice from Landlord referred to herein as the "Landlord Remediation Notice.") If Landlord notifies Tenant that it will remediate and/or correct the Defect(s), Landlord shall cause all such remediation and/or correction activities to be performed as soon as commercially reasonable under the circumstances, and the commencement of payment of all Rent payable by Tenant hereunder shall be delayed (in addition to any other delays allowed for under the Lease) day for day until such time as the Defect(s) is fully and finally remediated and corrected. If Landlord notifies Tenant that it will not remediate and/or correct the Defect(s), Tenant shall have the option, but not the obligation, to terminate this Lease by giving written notice thereof to Landlord within five (5) business days following the date on which Tenant receives Landlord's Remediation Notice. If Landlord fails to timely deliver to Tenant the Landlord Remediation Notice, Landlord shall have the

option, but not the obligation to remedy and correct the Defect(s) in accordance with the provisions of this paragraph.

F. Tenant Allowance: Landlord hereby grants Tenant an allowance equal to \$5.00 per square foot of the Building on the Demised Premises (for a total of \$150,000.00) (the "Tenant Allowance") to be used towards the cost of the Tenant's Work. In lieu of payment of such Tenant Allowance, Landlord has granted to Tenant three (3) additional months of rent abatement as provided in Paragraph 1.B above (thru the deferral of the Commencement Date from October 11, 2006 until January 11, 2007). Tenant agrees to provide to Landlord reasonable evidence of the payment of bills and invoices for the work completed in and on the Demised Premises, together with Tenant's affidavit that all bills have been paid, appropriate lien waiver and release forms. The Tenant Allowance shall be used by Tenant solely for the payment of physical improvements made in or on the Demised Premises and no portion of the Tenant Allowance will be used or allocated for Tenant's trade fixtures. Any costs of Tenant's Work in excess of the Tenant Allowance shall be paid by Tenant at Tenant's sole cost and expense.

4. LANDLORD'S TITLE

Landlord represents and warrants, to the best of Landlord's knowledge, to Tenant and to Tenant's lender that: (i) Landlord is the owner of fee simple title to the Demised Premises; (ii) Landlord is not in default under the terms and conditions of any indebtedness, deeds of trust or licenses affecting all or any portion of the Demised Premises; (iii) Tenant has the right to use and occupy the Demised Premises for Tenant's intended purposes, and no governmental law, restrictive covenant or other lien or encumbrance affecting the Demised Premises (or any portion thereof) restricts or prohibits the use of the Demised Premises for the aforesaid purposes; (iv) to the best of Landlord's knowledge, there are no structural, mechanical or other defects of a material nature in the design of the Building and/or parking facilities located on the Demised Premises; and (v) all the rights, privileges and powers of Landlord with respect to the Demised Premises under this Lease shall be exercised in a reasonable manner, without unnecessary or unreasonable interference with Tenant's intended use and occupancy of the Demised Premises.

5. LANDLORD'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Landlord represents and warrants to Tenant and to Tenant's lender that the following are true and correct in all material respects and covenants to Tenant (where applicable) as follows:

(i) Landlord is a general partnership duly organized, validly existing and in good standing under the laws of the State of Texas and has the requisite power to own and lease the Demised Premises and to carry on its business as and where presently conducted.

(ii) Landlord has the full right, power and lawful authority to enter into this Lease, and Landlord has the full right, power and lawful authority to lease the Demised Premises to Tenant and to perform all of Landlord's obligations hereunder. All proceedings required by, or on the part of, Landlord and/or its principals to authorize Landlord to execute, deliver and carry out this Lease have been duly and properly taken. This Lease constitutes a legal, valid, binding and enforceable obligation of Landlord, subject to applicable bankruptcy, insolvency, and debtor relief laws.

(iii) The execution and delivery of this Lease by Landlord, and Landlord's compliance with its terms and the consummation of the transactions contemplated hereby, does not and will not:

(a) violate, conflict with, or result in a breach of any provisions of the articles of formation, partnership agreement or operating agreement of Landlord; or

(b) constitute a default under any contract, commitment, indenture, mortgage, easement, restriction, covenant, note, bond, license, lease, deed of trust, agreement or other instrument or obligation of which Landlord is a party, beneficiary or obligor thereto (collectively referred to herein as the "Landlord Agreements");

(c) require third party consent that has not been obtained by Landlord with respect to any one or more Landlord Agreements;

(d) result in the creation of a lien or a right of acceleration under one or more Landlord Agreements;

(e) result in a breach or violation of any Landlord Agreement;

(f) create or result in any claim, cause of action, judgment, order, or decree to be issued or asserted by any court, administrative agency, or other governmental authority; or

(g) violate any provisions of any lease or any Landlord Agreement with any other third party to which Landlord or any of its principals is a party or by which Landlord and/or the Demised Premises) may otherwise be bound.

(iv) There are no (and will be no) Landlord Agreements between Landlord and third parties burdening all or any portions of the Demised Premises to the extent that Tenant would be hindered in its ability to transact its intended business operations on or within the Demised Premises. Without limiting the generality of the foregoing, there are no (and will be no) (a) parking agreements, contracts, leases or other arrangements with third parties that would reduce the number of parking spaces and facilities made available for use by Tenant and its employees, patrons, invitees, subtenants, licensees and concessionaires; (b) agreements, contracts, leases or other arrangements permitting the construction or installation of any improvement that would cause more than twenty percent (20%) of the Demised Premises and/or Tenant's signage to be blocked from unobstructed visibility from McKinney Avenue and Fairmount Street; or (c) leases, contracts or other agreements that may negatively affect Tenant's ability to maintain its certificate of occupancy and/or to comply with any county, municipal or other mandated parking requirements. From and after the date of this Lease, Landlord shall not execute nor deliver any reciprocal easement or other agreement benefiting or burdening the Demised Premises or any portions thereof or that otherwise could materially adversely affect Tenant's rights under this Lease, except with the prior written consent of Tenant.

(v) All Real Estate Taxes (defined below) assessed against all or any portion of the Demised Premises have been paid and Landlord is not delinquent in the payment of such Taxes. As of the date of this Lease, Landlord has received no written notice from any taxing authority regarding, and has no knowledge of, any special charges, impact fees or assessments levied or proposed to be levied, against the Demised Premises or any portion thereof.

(vi) To the best of Landlord's knowledge, the Parking Facilities are in compliance with all applicable ordinances, rules, regulations, codes and restrictions promulgated by the Authorities, Landlord shall not take any action that would cause the Parking Facilities to be in non-compliance with

such ordinances, rules, regulations, codes and restrictions and Landlord shall fully cooperate with Tenant to ensure that the Parking Facilities will be used for the parking of vehicles owned by Tenant, its employees, patrons, invitees, representatives, contractors and guests.

(vii) Except as disclosed in Section 30.D. below, Landlord has no knowledge of any fact, action or proceeding, whether actual, pending, or threatened, that could result in a modification or termination of the zoning classification for the Demised Premises or of any of the ordinances, regulations, or restrictions affecting the development, construction or operation of the Demised Premises for Tenant's intended uses. Except as disclosed in Section 30.D. below, Landlord has received no notice, and has no actual current knowledge, that any portion of the Demised Premises violates any applicable zoning ordinance, fire regulation, building code, health code, or other governmental or quasi-governmental promulgated ordinance, order, or restriction. Landlord and Tenant shall use all commercially reasonable efforts to ensure that the current zoning designation for the Demised Premises is maintained and both parties are prohibited from rezoning same.

(viii) To the best of Landlord's knowledge, and except as otherwise set forth in this Lease, there are no agreements or contracts with any municipality, governmental unit or subdivision that affects or impacts the Demised Premises or any portion thereof that could result in any increase in the cost of operation, maintenance, repair, restoration or replacement thereof.

(ix) To the best of Landlord's knowledge, there are no pending or threatened condemnation or similar proceedings affecting all or any portion of the Demised Premises and Landlord is not aware of any facts or circumstances that might result in such a suit or other proceeding being asserted.

(x) Landlord shall not place (nor permit to be placed) any structure, improvement, sign or other item on any real property owned by Landlord and located adjacent to the Demised Premises if such placement would interfere with Tenant and/or its patrons, invitees, employees, agents, representatives or contractors' ability to freely access and view the Demised Premises.

(xi) Except for normal cleaning supplies and construction materials used in accordance with manufacturer's instructions, to the best of Landlord's knowledge, Landlord has never caused nor permitted any Hazardous Materials (defined below) to be placed, used, held, located or disposed of on, under, or at the Demised Premises, or any parts thereof.

(xii) As of the Commencement Date of this Lease, to Landlord's actual current knowledge, the Demised Premises are free from any environmental contamination that would (a) necessitate regulatory action or the need for remedial treatment or disposal; (b) materially and adversely impact the ability of Tenant and its employees, members, guests, and invitees to use the Demised Premises in accordance with Tenant's intended purposes.

(xiii) Save and except to the extent that the same relate directly to the existence of non-friable asbestos containing ceiling tiles and/or floor coverings or mastic currently located within the Building, Landlord shall indemnify and hold Tenant harmless from any liability, damages, losses, penalties, fines, expenses or costs asserted or incurred by Tenant and arising in connection with any environmental contamination of the Demised Premises existing prior to the execution of this Lease or the existence of any underground storage tanks, asbestos materials and other environmentally hazardous materials located on or about the Demised Premises.

(xiv) To the best of Landlord's knowledge, for the duration of Landlord's ownership of the Demised Premises, Landlord has not received any notice, has no actual current knowledge of, nor has made any repairs or similar remediation activities of a material nature with respect to (a) plumbing leaks, ceiling leaks, water seepage, condensation, flooding (from rain, plumbing backups or other causes) or similar conditions within or about the Demised Premises that resulted in the growth or incubation of molds or mold spores, bacteria, fungus, microbiological organisms, termites or other organisms posing environmental or health risks to property and/or persons; or (b) the existence of any growth or infestation of molds, bacteria, fungus, microbiological organisms, termites and/or other organisms posing environmental or health risks to property and/or persons within the Demised Premises. Additionally, to the best of Landlord's knowledge, Landlord has received no notice of, nor has any knowledge of any existing condition situated within or about the Demised Premises that with the passage of time and the failure to remediate, will likely result in the existence or occurrence of one or more of the matters discussed in (a) or (b) above.

6. REAL ESTATE TAXES AND COMMON AREA EXPENSES

A. Agreement to Pay Real Estate Taxes: From and after the date on which possession of the Demised Premises is delivered by Landlord to Tenant, Tenant shall pay Landlord as additional rent all Real Estate Taxes, (as defined in Paragraph "B" below) finally levied or assessed by lawful taxing authorities against the Demised Premises or any part thereof during the Lease Term. At Tenant's sole option, Tenant shall pay the estimated amount of Real Estate Taxes for the Demised Premises in advance in either (i) equal monthly installments in the same manner and at the same time as Base Rent; or (ii) in equal quarterly installments payable on or before the first day of each January, April, July and October of each calendar year occurring during the Lease Term. Prior to December 15th of each calendar year Landlord shall notify Tenant in writing of the new tax amount for that year (and shall deliver to Tenant copies of substantiating documentation) and any increase or decrease shall be reconciled as part of the following months rental.

B. Real Estate Taxes Defined: "Real Estate Taxes" shall be deemed to mean all taxes, assessments and other similar governmental charges which shall be imposed upon or become due and payable or become a lien upon the Demised Premises (or any portion thereof) assessed by any local or state Authority pursuant to existing or future laws. Real Estate Taxes shall not include (i) federal, state or local income taxes; (ii) any type of sales or transfer taxes, assessments or impositions in the event Landlord's interest in the Demised Premises is sold or conveyed; (iii) inheritance or estate taxes, assessments or impositions to the extent that the same would be applicable to the Landlord's interest in the Demised Premises; (iv) gift taxes; (v) excise taxes; (vi) profit taxes, assessments or impositions or taxes, impositions or assessments on gross rents; or (vii) capital taxes or levies. Additionally, Real Estate Taxes shall not include any penalties or assessments that may be imposed as a result of Landlord's failure to pay any taxes which are due in a timely fashion on or before their due date.

For any partial year(s) in which the Lease Term commences or expires, Tenant shall be responsible only for a prorated amount of Real Estate Taxes for such partial year(s). The Real Estate Taxes for any calendar year shall mean the final amount of real estate taxes actually assessed for such calendar year, whether or not such real estate taxes relate to such calendar year or fiscal year, subject to pro ration for partial year(s) as set forth above.

C. Taxes on Tenant's Interest: Tenant shall at all times be responsible for and shall pay when due all municipal, county, state and federal taxes assessed against any personal property of any kind owned, installed or used by Tenant in, on or within the Demised Premises.

D. Tenant's Right to Contest Real Estate Taxes: Tenant shall have the right, at any time and from time to time, to seek a reduction in the assessed valuation of the Demised Premises or any portion thereof or to contest the amount of any Real Estate Taxes that are to be paid, in whole or in part by Tenant, if, after Tenant's written request to Landlord to seek such reduction or contest of such Real Estate Taxes, Landlord fails or refuses to do so within thirty (30) days after such request and thereafter pursue the same timely and diligently. While Tenant is seeking a reduction of, or contesting, any Real Estate Taxes, Tenant's failure to pay such Real Estate Taxes shall not constitute a default hereunder as long as Tenant complies with the provisions of the applicable statutes governing tax appeals and contests. Tenant shall also have the right to require Landlord to pay the Real Estate Taxes being contested under protest. In the event that Landlord or Tenant, as the case may be, succeeds in obtaining a refund by reason of a reduction in the assessed valuation of the Demised Premises or in the tax rate then in effect during any Tax Year, the portion of such refund equal to Tenant's costs and expenses (including, without limitation, legal and appraisal fees) incurred in connection with obtaining such reduction together with the amount of savings attributable to such reduction shall be received and retained by Tenant. Any balance of such refund over and above the portions thereof to be received and retained by Tenant shall be promptly paid by Tenant to Landlord. If applicable law requires that the proceeding or contest be brought by or in the name of Landlord or the then owner of the Demised Premises, Landlord shall join therein or permit such contest or proceeding to be brought in its name.

E. Operating Expenses Defined: Except as otherwise expressly set forth in this Lease to the contrary, Tenant, at Tenant's sole cost and expense, shall pay all Operating Expenses (defined below) incurred by Tenant in maintaining, repairing, operating, lighting, cleaning, painting and landscaping the non-structural elements of the Demised Premises. For purposes of this Lease, the term "Operating Expenses" shall mean all costs and expenses incurred by Tenant in the operation, management, insurance and maintenance of the non-structural elements of the Demised Premises. Operating Expenses shall include, without limitation, all costs and expenses of roof repairs, cleaning, painting, landscaping (including planting, replanting, mowing, fertilizing, irrigating and replacing flowers, shrubs, grasses and trees), lighting, heating, air conditioning, ventilating, maintaining, operating, repairing and replacing the non-structural elements of the Demised Premises.

7. TENANT AND LANDLORD MAINTENANCE OBLIGATIONS

A. Tenant Maintenance and Repair Obligations: Save and except for structural elements comprising the Demised Premises (excluding the roof only as specifically discussed below and those structural elements materially modified by Tenant as part of its finish-out or renovation of the Demised Premises), Tenant shall maintain the Demised Premises and all improvements, fixtures, systems and equipment within the Demised Premises in good condition, and shall make all repairs and replacements thereto. Without limiting the foregoing, Tenant shall maintain, repair and replace if necessary, the following: (a) all interior components of the Demised Premises, including walls, floors, floor coverings and ceilings; (b) all windows, doors and locks, including frames, glass, molding, casements and hardware; (c) all glass, plate glass and grilles (including glass installed in the outside walls of the Demised Premises); (d) all wires, conduits and lines located within the Demised Premises that serve only the Demised Premises; (e) all appliances, systems, facilities and equipment serving only the Demised Premises, including signage, air conditioning equipment, and heating and ventilation systems; (f) all landscaping on the Demised Premises; (g) all plumbing and sewage facilities, pipes and connections on the Demised Premises and servicing only the Demised Premises; and (h) all electrical and power systems servicing the Demised Premises. Except as set forth in Section 7C, Tenant shall be responsible for all maintenance, repair, and replacement of the roof of the Demised Premises. Tenant

shall also keep the Demised Premises in a safe, clean and sanitary condition and shall provide for the removal of trash and rubbish from the Demised Premises. Unless Tenant materially modifies any structural element of the Demised Premises as part of its finish-out or renovation of the Demised Premises, (in which event Tenant shall be solely responsible for the maintenance and repair of such modified structural element), Tenant shall not be obligated to expend funds or make structural or other alterations to the Demised Premises to the extent such expenditures or alterations are deemed to be "capital expense items" or are necessitated by laws, statutes, ordinances, rules, regulations, orders, determinations, restrictive covenants or deed restrictions that are applicable to landowners, occupants, buildings or properties in general, as opposed to Tenant and its particular use of the Demised Premises. Furthermore, in no event shall Tenant be obligated to remove, remediate, abate or take other action with respect to any Hazardous Materials other than non-friable asbestos situated on, in or about the Demised Premises unless the presence of such Hazardous Materials is caused by Tenant or its agents, employees, contractors or representatives. Tenant shall be obligated to repair and maintain any structural elements of the Demised Premises if Tenant materially alters or modifies such structural elements as part of the finish-out or renovation of the Demised Premises. Except as otherwise expressly set forth herein to the contrary, Landlord shall incur no expense nor have any obligation of any kind whatsoever in connection with maintenance of the Demised Premises.

Landlord will assign to Tenant, and Tenant will have the benefit of, any guarantee or warranty to which Landlord is entitled under any purchase, construction, or installation contract relating to a component of the Demised Premises that Tenant is obligated to repair and maintain. Tenant will have the right to call upon the contractor to make such adjustments, replacements, or repairs that are required to be made by the contractor under such contract.

B. HVAC and Roof Maintenance Contract: Without limiting Tenant's obligations as set forth above, Tenant shall, at all times during the term of this Lease, have and keep in force a maintenance contract, in a form and with a contractor reasonably satisfactory to Landlord, providing for inspection at least four times each Lease Year of the heating, air conditioning and ventilating equipment and roof serving the Demised Premises, and providing for necessary repairs and periodic maintenance thereto.

C. Landlord Maintenance and Repair Obligations: Save and except for those structural elements materially modified by Tenant as part of its finish-out or renovation of the Demised Premises which shall be maintained and repaired solely by Tenant, Landlord will keep in good order, condition, and repair the foundations, structural elements and structural integrity of the exterior walls (excluding the interior of all walls and the exterior and interior of all doors, plate glass, display, and other windows excluding interior ceiling) of the Demised Premises, except for damage caused by any gross negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors, or customers. Landlord shall repair the roof only if the foundation or exterior walls cause damage to the roof. Save and except as set forth in this Lease to the contrary, Landlord shall, at Landlord's sole expense, (a) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Demised Premises; (b) comply with all directives, orders, citations or other mandate issued by any governmental or quasi-governmental agency (i) imposing upon Landlord a duty or obligation arising from Landlord's ownership of the Demised Premises (or any portion thereof); (ii) resulting from conditions that have been created by or at the request of Landlord; or (iii) resulting from a breach of any of Landlord's obligations hereunder or by or through other fault of Landlord or its agents, employees, representatives, contractors, tenants or invitees; (c) comply with all insurance requirements required by the provisions of this Lease or otherwise deemed reasonably prudent under the circumstances; and (d) indemnify and hold Tenant harmless from any damage, loss or claim that Tenant incurs or suffers by reason of Landlord's failure to comply with its obligations under

this paragraph. Notwithstanding any provision set forth in this Lease to the contrary, Landlord shall remain responsible for the replacement of any structural element of the Demised Premises unless such replacement is necessitated by the gross negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors or customers.

As a condition precedent to all obligations of Landlord to repair the Demised Premises, Tenant must notify Landlord in writing of the need for such repair. If Landlord fails to commence the making of repairs within thirty (30) days after such notice is received and/or thereafter fails to diligently pursue to completion the making of such repairs, Tenant shall have the right (but not the obligation) to cause such repairs to be made and to charge Landlord the cost of such repairs. If the repair is necessary to end or avert an emergency and Landlord fails to commence repair as soon as reasonably possible after receiving notice from Tenant of such necessity, Tenant may make such repairs at Landlord's cost, without waiting thirty (30) days.

D. Surrender of Demised Premises: Upon the expiration or termination of this Lease, Tenant will surrender the Demised Premises to Landlord broom clean and in good order, condition and repair, save and except ordinary wear and tear and damage caused by fire or other casualty.

8. FIRE AND EXTENDED COVERAGE INSURANCE

A. Landlord Insurance: During the Term hereof, Landlord shall, at Tenant's cost and expense, purchase and maintain insurance for the benefit of Landlord and Tenant (as their interests may appear) in companies reasonably satisfactory to Tenant in at least the following coverage amounts:

(i) Special form property insurance covering the Demised Premises and all improvements situated thereon (including building standard tenant improvements) in an amount not less than their full replacement value, without deduction for physical depreciation thereof, which insurance shall include a demolition and increased cost of construction endorsement;

(ii) Builder's Risk Insurance (non-reporting), which shall include, without limitation:

(a) fire and extended coverage, collapse of the improvements to agreed limits;

(b) as to property to be restored following a casualty or condemnation or any restoration work conducted in connection with a condemnation, in an amount not less than the full replacement cost of such property;

(iii) commercial general liability insurance with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000.00) for each occurrence resulting from the operations of the Landlord, its employees, agents, contractors or representatives in, on or within the Demised Premises and any improvements situated thereon; and

(iv) loss of rent insurance for a period of time commensurate with a period of time generally obtained by landlords of commercial property in connection with loss of rent insurance coverage in the metropolitan area in which the Demised Premises are located.

Unless the holder of any currently existing note or other indebtedness secured by the Demised Premises prohibits the proceeds of any insurance policy from being paid to Landlord, the proceeds of any insurance payable to Landlord in the event of loss or damage shall first and foremost be applied towards the repairing and/or rebuilding of the Demised Premises. Landlord shall use all commercially reasonable efforts to ensure that any insurance proceeds payable upon the occurrence of an event of loss or damage to the Demised Premises shall be payable to Landlord first so as to permit Landlord to repair and/or rebuild the Demised Premises in accordance with the provisions of this Lease. Upon request from Tenant, Landlord shall furnish Tenant with ACCORD 27 certificates for its insurance. Except as otherwise provided in this Lease, Landlord shall not be required to insure Tenant's personal property or leasehold improvements. All amounts paid by Landlord for obtaining the insurance required herein shall be reimbursed to Landlord by Tenant on or before the expiration of thirty (30) days after Tenant's receipt of Landlord's written demand therefore together with copies of documentation evidencing all such amounts paid by Landlord.

B. Tenant Insurance: From and after the date that possession of the Demised Premises is delivered by Landlord to Tenant, Tenant shall obtain and maintain a policy of comprehensive general liability insurance in form and substance reasonably satisfactory to Landlord, insuring against claims for bodily injury or death occurring in or on the Demised Premises to the limit of not less than two million dollars (\$2,000,000.00) for injury and/or death and third party property damage per occurrence, and in an amount not less than one million dollars (\$1,000,000.00) for injury and/or death and third party property damage per person. Additionally, Tenant shall maintain an umbrella liability policy above the above set forth minimum in the amount of three million dollars (\$3,000,000.00.) Such policies shall name Landlord and its mortgagee as additional insured(s) as its (their) interest may appear, and, provided that such a term is reasonably available from Tenant's insurance carrier, shall contain an endorsement providing that it will be renewed unless thirty (30) days prior written notice of cancellation is sent to Landlord, and cannot be canceled or materially amended, without at least thirty (30) days prior written notice thereof to Landlord. Tenant shall provide evidence of such insurance coverage to Landlord on or before occupancy of the Demised Premises. Each policy of insurance to be maintained by Tenant pursuant to this paragraph may, at Tenant's option, provide for such deductible amount as Tenant may elect, which deductible amount, however, shall not exceed fifty thousand dollars (\$50,000.00) as to each loss. Tenant shall add Landlord as an additional insured to its insurance policies as Landlord's interest may appear.

C. Waiver of Subrogation: Landlord and Tenant each hereby waive each and every claim for recovery from the other for any and all loss of, or damage to, all or any portion of the Demised Premises (including without limitation, the contents thereof), or for injury to any person, which loss, damage, or injury is covered by valid and collectible insurance policies. Landlord further waives each and every claim against Tenant for any and all loss of, or damage to, all or any portion of the Demised Premises and/or any contents thereof, or for injury to any person, that would have been covered had the insurance policies required to be maintained by Landlord under this Lease been in force, to the extent that such loss or damage is recoverable, or would have been recoverable, under any of such insurance policies. Tenant waives each and every claim against Landlord for any and all loss of, or damage to, all or any portion of the Demised Premises and/or any contents thereof, or for injury to any person, that would have been covered had the insurance policies required to be maintained by Tenant under this Lease been in force, to the extent that such loss or damage is recoverable, or would have been recoverable, under any of such insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company or any other person or entity, Landlord and Tenant shall each give to each insurance company that has issued, or in

the future may issue, to its policies of insurance, written notice of the terms of this mutual waiver, and shall have said insurance policies properly endorsed to reflect such waivers.

D. Damage to Property: All personal property, fixtures, goods, wares and merchandise in, on or about the Demised Premises shall be and remain at Tenant's sole risk, and except to the extent attributable to the gross negligence or willful misconduct of Landlord, its employees, agents, contractors and invitees and/or the default by Landlord of its obligations set forth in this Lease, Landlord shall not be responsible for, and Landlord is hereby released from, any liability resulting from any damage to or loss thereof, arising, directly or indirectly, from (i) any acts of negligence of any other tenants or persons in, on or about the Demised Premises; (ii) the bursting, overflowing or leaking of water, sewer or steam pipes; (iii) the leaking or overflowing of the roof or downspouts, plumbing or heating fixtures; (iv) electric wires or electric equipment; or (v) any other cause beyond Landlord's reasonable control, including but not limited to, rain, snow, wind or ice.

9. UTILITIES

A. Utility Charges: From and after possession of the Demised Premises is taken by Tenant, Tenant shall pay directly to the utility companies and/or governmental agencies providing such services, all charges for gas, electricity, light, heat, all public charges for sanitary sewage discharged from the Demised Premises and for water consumed on the Demised Premises, power and all other utilities and telephone or other communication services used, rendered or supplied upon or in connection with the Demised Premises. Landlord represents that the Demised Premises are separately metered for all such utilities. Tenant shall maintain such meters in good working order.

B. Hook-Up Fees, Etc.: Notwithstanding any provision to the contrary set forth in this Lease, Landlord shall pay any hook-up fees, tap fees, impact fees and/or other similar charges in connection with obtaining any of the foregoing services for the Demised Premises.

10. MECHANIC'S LIENS OR ENCUMBRANCES

Tenant shall not permit the Demised Premises (or any fixtures or improvement therein) to become subject to any mechanic's lien, materialman's charge or encumbrance, and shall indemnify and hold harmless Landlord against all such liens, charges and encumbrances and any and all reasonable attorney's fees actually incurred by Landlord in connection therewith, and shall release, bond off and/or discharge any such lien within sixty (60) days after written demand therefore is given by Landlord; provided however, that such sixty (60) day period shall be extended if Tenant begins taking steps necessary to release, bond off or discharge any such mechanic's lien within such sixty (60) day period and thereafter diligently pursues such steps to conclusion.

11. USE OF DEMISED PREMISES

Subject to zoning, existing certificate of occupancy for personal services use (which shall be changed by Landlord to reflect Tenant's name), and other governmental regulations promulgated by applicable Authorities, Tenant shall use the Demised Premises only for the operation of a health and fitness center offering such fitness programs and recreational facilities as Tenant may determine from time to time (which may include, but shall not be limited to, jogging tracks, gymnasiums, running tracks, whirlpools, swimming pools, saunas, aerobics and/or floor exercises, yoga, pilates and similar meditative or holistic exercises, weight loss clinics, martial arts or similar pursuits, basketball and racquetball courts, free weights, exercise machinery and equipment), personal fitness training classes

and facilities, child nursery facilities, massage, physical and rehabilitative therapy services and facilities, tanning facilities, gym-related retail sales activities (including but not limited to, sales of vitamins, nutritional supplements, equipment and fitness apparel), personal enhancement amenities and other usual amenities from time to time found in a modern fitness, nutrition, sports medicine, and health club facility (including without limitation, hair and nail manicure and care facilities, juice/snack bar facilities and meditation facilities), and commercial office space that may be ancillary to a modern fitness, nutrition, sports medicine, and health club business, all as permitted by the Authorities (pursuant to applicable certificate of occupancy. It is understood and agreed that (a) the foregoing list of specific uses, programs, facilities and services is illustrative, and not exhaustive; (b) Tenant shall not be obligated to offer each item on such list to its customers or members; and (c) all of the foregoing items are subject to technological and cultural advancements and trends.

Tenant shall have the right to operate the Demised Premises twenty-four hours per day, seven (7) days a week. Provided that Tenant uses and occupies the Demised Premises for the permissible uses hereinabove set forth, Tenant shall not be responsible in any manner for the normal migration outside of the Demised Premises of sounds, vibrations and odors consistent with the normal course of Tenant's health and fitness club business operations.

12. ALTERATIONS AND IMPROVEMENTS

A. General: Tenant covenants and agrees that it will make no structural alterations, improvements or changes of any kind to the Demised Premises without first submitting reasonably detailed plans and specifications thereof to Landlord and securing the prior written consent of the Landlord, (which consent may be withheld, in Landlord's sole, but commercially reasonable discretion; provided however, that Tenant shall be permitted to make such interior alterations and improvements to the Building as it may so elect without obtaining the Landlord's prior written or other consent. If Landlord fails to respond to Tenant's request for consent to any submission for structural alterations or improvements within thirty (30) days following delivery of such plans and specifications to Landlord, then Landlord's consent to the alteration(s) in question shall be deemed to have been given for all purposes and Tenant may proceed to implement such plans and specifications as if Landlord had expressly given its written consent to such plans and specifications.

B. Title to Improvements; Removal of Tenant's Property: All improvements, alterations, replacements and building service equipment made or installed by or on behalf of Tenant and permanently affixed to the Demised Premises shall, immediately upon termination of this Lease, become the property of Landlord, without payment therefor by Landlord, but subject to the provisions of this Lease. Notwithstanding the foregoing, all movable machinery, movable equipment (other than building service equipment), specialized flooring, any specialized lighting (provided Tenant replaces same with building standard fixtures), specialized millwork (including without limitation reception area elements, display counters, lockers and similar trade fixtures), movable partitions, furniture and furnishings and signature or branded items installed by Tenant or maintained in the Demised Premises, even if affixed thereto, shall remain the property of Tenant, and Tenant shall be entitled to remove the same or any part thereof at any time during the Lease Term, but Tenant shall, at its expense, repair any and all damage resulting from or caused by such removal.

C. Other Matters: Upon tender of possession of the Demised Premises, Tenant shall thereafter be solely responsible using commercially reasonable efforts for obtaining all permits and licenses necessary to perform any alterations, improvements and changes within the Demised Premises, including any applicable non-residential use permits, certificates of occupancy or other

applicable occupancy licenses it wishes, subject to other applicable provisions of this Lease. All work performed by Tenant shall be accomplished in a good and workmanlike manner and in accordance with all applicable laws, rules, regulations, and codes of applicable governmental authorities.

13. DAMAGE OR DESTRUCTION

A. Landlord Repair Obligations: If the Demised Premises is damaged or destroyed during the Term of this Lease by any casualty insurable under standard fire and extended coverage insurance policies (or otherwise insurable by policies required to be obtained by Landlord hereunder), Landlord shall repair or rebuild the Demised Premises to substantially the condition in which the Demised Premises were in immediately prior to such damage or destruction. Landlord shall use all commercially reasonable efforts to substantially complete such repairs and/or reconstruction within one hundred twenty (120) days following the date of the damage or destruction. If such repair or reconstruction cannot (or is not) completed within one hundred eighty (180) days following the date of such damage or destruction, Tenant shall have the option of terminating this Lease (and all Tenant's obligations thereunder) upon the giving of written notice of such termination to Landlord. Notwithstanding the foregoing, Landlord's obligation with respect to the Demised Premises will not exceed that necessary to restore the Demised Premises the condition as existed as of the Commencement Date of this Lease. If Tenant does not elect to terminate this Lease and Landlord fails to substantially complete its required repairs within one hundred twenty (120) days following the date of the damage or destruction, Tenant may, at its option, promptly make the repairs that Landlord is obligated to make and shall receive from Landlord (and/or its insurers) all insurance proceeds otherwise payable to Landlord under the Landlord maintained insurance policies in amounts needed to reimburse Tenant for such repairs.

B. Abatement of Rent: The Base Rent, additional rent and other charges payable to Landlord by Tenant pursuant to the provisions of this Lease will be abated proportionately during any period in which, by reason of any damage or destruction not caused by the negligence or willful misconduct of Tenant or Tenant's employees or invitees, there is a substantial interference with or reduction in, the historical business operations of Tenant within the Demised Premises. The abatement will be proportional to the area of the Demised Premises that Tenant may be required to discontinue using for the conduct of its business. The abatement will continue for the period commencing with the destruction or damage and ending upon the completion of the work, repair, or reconstruction that Landlord is obligated to perform.

C. Lease Termination: If the Demised Premises is damaged or destroyed (a) to the extent of 80% or more of the then-replacement value of either; (b) during the last three (3) years of the Term of this Lease (as may have been extended); (c) by a cause or casualty other than those covered by fire and extended coverage insurance required to be carried by Landlord hereunder; (d) to the extent that it would take, in either Landlord or Tenant's reasonable opinion, in excess of one hundred eighty (180) days to complete the requisite repairs; or (e) to a condition that, in both Landlord and Tenant's commercially reasonable opinions, would not be economically feasible and commercially reasonable to repair and restore; then either Tenant or Landlord may terminate this Lease by giving the other party written notice of such termination within sixty (60) days following the date of such damage or destruction. The termination notice shall set forth the effective date of the termination of this Lease. Notwithstanding the foregoing, Tenant shall have the option, at its cost and expense, to repair and rebuild the Demised Premises, and any available proceeds from insurance policies which may be available pursuant to the terms of this Lease or as a result of Tenant having procured such policies at its expense, shall be made available to Tenant in the event Tenant elects to rebuild.

D. Restoration of Demised Premises: Upon the completion of any of the work, repair, or restoration required to be performed by Landlord, Tenant will repair and restore all other parts of the Demised Premises, including without limitation, those items designated as Tenant Work above.

E. Conduct of Business: Except as otherwise set forth herein, during any period of reconstruction or repair of the Demised Premises, Tenant will use all commercially reasonable efforts to continue the operation of its business in the Demised Premises to the extent commercially reasonable.

14. CONDEMNATION

A. Generally: If the Demised Premises shall be taken or condemned for public use (or transferred in lieu thereof) by any entity having the power of eminent domain and this Lease is not canceled as provided below, Landlord shall rebuild and restore the remaining portion of the Demised Premises so as to make an architecturally complete unit, and the Base Rent and additional rent shall each be equitably reduced to reflect the extent that the interference of such taking has or will have on the operation of Tenant's business operations within the Demised Premises, such reduction to be effective on the date physical possession is taken by the condemning authority. For purposes of this Section, a "taking" shall be deemed to include any conveyance made in lieu of condemnation proceedings being instituted and/or finalized.)

B. Option to Cancel: In the event that (i) fifty percent (50%) or more of the floor area of the Demised Premises shall be so taken (or a lesser amount, in the event that Tenant is unable to reasonably operate its business in the portion of the Demised Premises remaining after such taking); or (ii) thirty-three percent (33%) or more of the floor area of the Demised Premises shall be so taken during the last two (2) years of the then-current Term of this Lease (or a lesser amount, in the event that Tenant is unable to reasonably operate its business in the portion of the Demised Premises remaining after such taking), Tenant shall have the right, but not the obligation, to cancel and terminate this Lease by giving written notice to Landlord of its intent to terminate within thirty (30) days after the condemnation judgment or determination is entered or finalized, in which event Landlord shall not be required to restore or rebuild the Demised Premises. Moreover, in the event that (i) twenty-five percent (25%) or more of the Parking Facilities servicing the Demised Premises shall be so taken; or (ii) fifteen percent (15%) or more of the Parking Facilities located adjacent to the Building shall be taken, Tenant shall have the right, but not the obligation, to cancel and terminate this Lease by giving written notice of its intention to do so to Landlord within thirty (30) days after title is vested in the condemning authority, in which event Landlord shall not be required to restore or rebuild the Demised Premises. It is agreed, however, that if a portion of the Demised Premises is taken and the Lease is not canceled or terminated as permitted above, the Demised Premises shall be restored as stated above.

C. Claims to Condemnation Award: In the event of any taking, Tenant will have the right to claim and recover such compensation as may be legally claimed or recoverable by Tenant in connection with such condemnation on account of (i) any and all costs or loss (including loss of business) that Tenant incurs in removing Tenant's merchandise, furniture, fixtures, leasehold improvements, and equipment to a new location; (ii) the taking of personal property and fixtures owned by Tenant; (iii) the unamortized portion of any real property improvements made to the Demised Premises by Tenant at Tenant's sole cost and expense; (iv) any loss of goodwill; and (v) the value of Tenant's leasehold estate. For purposes of this Section, any restrictions on Tenant's use of the Demised Premises shall not be considered in the calculation of the value of Tenant's leasehold estate, but rather the value of Tenant's leasehold estate shall be based upon the highest and best use of the property so taken as of the date of such taking.

D. Restoration: Landlord's obligation to restore the Demised Premises shall be limited to the proceeds actually received by Landlord as a result of any such condemnation or taking, and shall be limited to the restoration of the Demised Premises to the condition as existed as of the Commencement Date of this Lease. In no event shall such restoration be required to include any alterations, additions or betterments made by Tenant in or about the Demised Premises after the Commencement Date. If Landlord must restore the Demised Premises, it shall use all commercially reasonable efforts to do so within one hundred twenty (120) days following the earlier to occur of either (i) the date on which the condemning authority takes possession of the property; or (ii) the date on which title to the property vests in the condemning authority. Landlord shall provide Tenant with an estimate of the time needed to restore the Demised Premises to the condition as existed immediately prior to the taking, provided that Landlord's time estimate shall be on the basis of construction which begins and proceeds as efficiently as is reasonably possible under the circumstances then and there existing. If the time period so estimated exceeds one hundred twenty (120) days after the vesting of title or the taking of possession (or if such restoration is not completed within such one hundred twenty day period), then, within fifteen (15) days after such estimate is provided to Tenant (or the expiration of the 120 day restoration period, as applicable), Tenant shall have the option, but not the obligation, to terminate this Lease by giving written notice thereof to Landlord. If the estimated restoration period is less than hundred twenty (120) days, or if Tenant shall not terminate this Lease as hereinbefore provided, Landlord shall promptly commence such repair work and diligently proceed to complete the same.

E. Material Adverse Effect: Notwithstanding anything to the contrary contained herein, Tenant shall have the right to terminate this Lease upon the occurrence of any condemnation or taking of all or a part of the Demised Premises if such condemnation or taking materially hinders Tenant's ability to transact its business in substantially the same manner as it had prior to any such condemnation or taking. Tenant may exercise this right of termination upon the giving of at least thirty (30) days prior written notice to Landlord, and upon the termination date set forth in the notice, this Lease shall terminate, any rights to occupy the Demised Premises shall cease and Tenant shall have no further obligations to Landlord hereunder.

F. Abatement of Rent: The Base Rent, additional rent and other charges payable by Tenant hereunder will be abated proportionately during any period in which, by reason of any condemnation or taking, there is a substantial interference with or reduction in, the historical business operations of Tenant within the Demised Premises. The abatement shall be equitably determined and may be proportional to the area of the Demised Premises that Tenant may be required to discontinue for the conduct of its business. The abatement will commence on the date on which the condemning authority takes possession of the condemned property.

15. COMPLIANCE WITH REGULATIONS

Tenant shall comply with all laws, codes, ordinances, administrative and court orders and directives, rules and regulations that have the force of law, whether now in effect or hereafter promulgated, applicable to Tenant's use, occupancy, improvement and/or alteration of the Demised Premises. Notwithstanding the foregoing, Tenant shall have the right to contest the applicability and/or validity of any of the above so long as, by reason of such action, the Demised Premises would not be in danger of encumbrance, forfeiture or loss. Additionally, to the extent that any modifications, alterations or changes are required to be performed in and/or to the Demised Premises in order to comply with any

of the foregoing (and such work is not directly necessitated by Tenant's specific use of the Demised Premises as opposed to work necessitated for use of the Demised Premises and/or the Building in general), such work shall be performed promptly by Landlord, at Landlord's sole cost and expense.

16. INDEMNIFICATION

A. Indemnification by Tenant: Except with respect to claims arising from the negligence, gross negligence or willful misconduct of Landlord and/or its agents, servants or employees, or invitees on the Demised Premises, Tenant covenants and agrees to indemnify and hold Landlord harmless (to the extent Landlord is not reimbursed by insurance) from any and all losses, damages, claims, suits or actions, judgments and costs, which may arise in connection with any injury to or death of any person, damage to property, or from any claims for liability of any nature whatsoever arising from Tenant's use, occupancy, or activities conducted in or on the Demised Premises by the Tenant, its agents, servants or employees, or invitees.

B. Indemnification by Landlord: Landlord shall indemnify and hold Tenant harmless (to the extent Tenant is not reimbursed by insurance) from any and all losses, damages, claims, suits or actions, judgments and costs, that may arise in connection with Landlord's failure to perform its obligations as set forth in this Lease, any business operations conducted by Landlord, or any act or omission constituting the gross negligence or willful misconduct of Landlord and/or its agents employees, contractors, licensees, or invitees.

C. Indemnity May Be Satisfied by Insurance: Any obligation of Landlord or Tenant to indemnify the other may be satisfied by the application of any insurance available to the other, pursuant to the provisions of this Lease, or as a result of Landlord or Tenant having obtained such insurance on their own accord.

17. DEFAULT AND REMEDIES

A. Tenant Default: Tenant shall be deemed to have committed a default under this Lease (a "Tenant Default") if:

(i) Tenant fails to pay any installment of Base Rent, additional rent or any other charge provided for in this Lease, or any portion thereof, when due and payable, and the same remains unpaid for a period of ten (10) days following delivery by Landlord of written notice of such failure to pay. It is agreed that Landlord is only obligated to deliver such written notice three (3) times during any calendar year. After the third such written notice from Landlord to Tenant, Tenant shall pre-pay to Landlord six (6) months' worth of Base Rent, estimated additional rent and estimated other charges under this Lease (such pre-payment amount referred to herein as the "Default Pre-Payment.) Upon the expiration of the six month period following the date on which Tenant is required to make the Default Pre-Payment to Landlord, Tenant shall resume paying Base Rent, additional rent and other charges on a monthly basis in accordance with the provisions of this Lease, and Tenant shall be deemed to have committed a Tenant Default if such Base Rent, additional rent or other charges remain unpaid for a period of ten (10) days following delivery by Landlord of written notice of such failure to pay; or

(ii) Tenant defaults in the performance of any obligation required to be performed by Tenant pursuant to the provisions of this Lease and such default remains uncured for a period of thirty (30) days following delivery by Landlord of written notice of such default; provided however, that if the default is not reasonably susceptible to cure within such 30 day period, Tenant shall not be deemed to

have committed a Tenant Default as long as Tenant commences to cure the default within such 30 period and diligently pursues the cure of the default thereafter; or

(iii) Tenant (or any guarantor of Tenant's obligations under this Lease) files in any court a petition in bankruptcy or insolvency or for reorganization or arrangement under applicable federal or state bankruptcy laws, or for the appointment of a receiver or trustee of all or a substantial portion of Tenant's (or the guarantor's) assets, and such petition is not discontinued or dismissed within forty-five (45) days after written notice from Landlord; or

(iv) an involuntary petition of the kind referred to in subparagraph (iii) above is filed against Tenant (or any guarantor of Tenant's obligations under this Lease) and such petition is not vacated or withdrawn within sixty (60) days after the date of filing thereof; or

(v) Tenant (or any guarantor of Tenant's obligations under this Lease) makes an assignment for the benefit of creditors other than in the ordinary course of business, and such assignment is not discontinued within thirty (30) days after written notice from Landlord; or

(vi) Tenant (or any guarantor of Tenant's obligations under this Lease) is finally adjudicated a bankrupt; or

(vii) Tenant assigns or sublets the Demised Premises in violation of the provisions of this Lease and such assignment is not rescinded within a period of thirty (30) days following delivery by Landlord of written notice thereof to Tenant.

B. Remedies Upon Tenant Default: Upon the occurrence of a Tenant Default, Landlord shall have the following remedies (which shall be in addition to, and not in lieu of, those available to Landlord at law or in equity):

(i) Upon the giving of written notice to Tenant, Landlord may terminate Tenant's right to possession of the Demised Premises without terminating this Lease, and Landlord may enter into the Demised Premises and take possession thereof, without releasing Tenant or any guarantor of Tenant, in whole or in part, from Tenant's obligation to pay rent hereunder for the stated Term at the time and in the manner provided in this Lease. Upon Landlord's entry into possession of the Demised Premises without terminating this Lease, Landlord shall use all commercially reasonable efforts to relet the Demised Premises for the account of Tenant to any person, firm or corporation, for such rent, for such time and upon such terms as Landlord, in its sole but commercially reasonable discretion, shall determine. Landlord shall not be required to accept any tenant offered by Tenant; provided however, that Landlord shall use such efforts as are commercially reasonable to mitigate its damages in the event of a Tenant Default hereunder. Landlord may repair, redecorate and/or remodel the Demised Premises to the extent necessary to relet the Demised Premises, and Tenant shall, upon demand, pay a pro-rata portion of such repair, redecoration and/or remodeling costs based on the number of months remaining in the Term of the Lease, together with an amount equal to the expenses reasonably and actually incurred by Landlord to obtain possession of the Demised Premises and to relet the Demised Premises (including brokerage fees or commissions and reasonable attorneys' fees). If the consideration payable to Landlord as a result of such reletting is not sufficient to pay the monthly installment of Base Rent and any additional rent then required to be paid by Tenant under this Lease, Tenant shall pay to Landlord the amount of each monthly deficiency immediately upon receipt of written demand therefore.

(ii) Landlord may cancel and terminate this Lease, upon the delivery to Tenant of written notice to such effect, and may pursue any remedy at law or in equity that is available to Landlord. Should Landlord at any time terminate this Lease upon the occurrence of any Tenant Default, in addition to other remedies it may have, it may recover from Tenant all damages it may incur by reason of such Tenant Default, including:

- (a) costs of recovering possession of the Demised Premises from Tenant;
- (b) reasonable attorneys' fees incidental to recovering possession of the Demised Premises from Tenant; and
- (c) the worth, at the time of such termination (discounted to present value at a rate equal to the higher of six percent (6%) or the prime rate of Citibank, N.A. as of the date of such termination), of the excess, if any, of the amount of Base Rent, additional rent and charges equivalent to rent due under this Lease for the remainder of the stated Term over the then fair market rental value of the Demised Premises for the remainder of the stated Term.

All of the foregoing sums shall be immediately due and payable by Tenant upon delivery of written demand therefore; provided however, that (x) there shall be credited against the amounts described above, all amounts payable to Landlord pursuant to any reletting of the Demised Premises for periods following such termination; and (y) Landlord shall use all commercially reasonable efforts to mitigate its damages.

(iii) Landlord may cure such Tenant Default on Tenant's behalf, at Tenant's reasonable cost and expense. Any sums so expended by Landlord shall be deemed to be additional rent, and shall be paid by Tenant to Landlord within thirty (30) days' following delivery to Tenant of written demand therefore by Landlord.

C. Landlord Default: Landlord shall be deemed to have committed a default under this Lease (a "Landlord Default") if:

(i) Landlord fails to discharge fully any of its obligations imposed by a mortgage that is superior to this Lease and/or Tenant's rights hereunder; or

(ii) Landlord fails to pay any real estate taxes, fines, penalties, assessments or other charges assessed by any Authority against the Demised Premises (or any portion thereof); or

(iii) Landlord fails to make repairs required to be made by Landlord or otherwise defaults in the performance of any obligation or the observance of any covenant that this Lease or any law requires Landlord to make, perform and/or observe, and such failure or default remains uncured for a period of thirty (30) days after Tenant has given Landlord written notice of such failure or default; provided however, that if the failure or default is not reasonably susceptible to cure within such 30 day period, Landlord shall not be deemed to have committed a Landlord Default as long as Landlord commences to cure the default within such 30 period and diligently pursues the cure of the default thereafter. Notwithstanding the foregoing, if any failure of Landlord to perform any required condition, duty, covenant, obligation, rule, regulation or term causes the Demised Premises (or any portion thereof) to become unsafe or uninhabitable for occupancy or otherwise untenable for Tenant's intended purposes, Tenant shall provide written notice of such unsafe, uninhabitable and/or untenable condition and Landlord shall remedy such condition within three (3) days after Tenant's delivery of such notice

(unless such condition is not reasonably susceptible to cure within such three day period, in which event as long as Landlord commences to cure such condition within the three day period and diligently pursues to completion such cure, Landlord shall have an additional fifteen (15) days in which to cure the condition.)

D. Remedies Upon Landlord Default: Upon the occurrence of a Landlord Default, Tenant shall have the following remedy (which shall be in addition to, and not in lieu of, those available to Tenant at law or in equity):

Tenant may (but shall not be required to) discharge Landlord's obligations and all costs and expenses reasonably incurred by Tenant in connection with doing so (together with interest at the highest rate allowed by law per annum computed from the date on which Tenant incurs such costs and expenses until the date full repayment is made by Landlord) and such amount shall be payable by Landlord to Tenant within three (3) days following the delivery of written demand therefore. If Landlord fails to make the repayment on a timely basis, in addition to any other rights it may have pursuant to this Lease, at law or in equity, Tenant shall have the right to offset the amount of such repayment against Rent and other charges due under this Lease.

18. ASSIGNMENT AND SUBLETTING: Tenant shall have the option to sublease a portion of the Demised Premises to third parties at its own discretion not to exceed 10,000 square feet (limited to appropriate use as defined by code and permit.) Subject to the area limitation, and provided that (a) Tenant is not then in default; and (b) Tenant and Guarantor are not released from their respective obligations hereunder, Tenant may, without obtaining Landlord's prior consent, assign or sublet all or any portion of its interest in this Lease and/or the Demised Premises to any third party assignee reasonably acceptable to Tenant. If Tenant and Guarantor are to be fully and finally released from their respective obligations under this Lease with respect to any interest to be assigned or sublet, Tenant must obtain Landlord's prior written consent to such assignment or subletting, which such consent may be withheld in Landlord's sole, but reasonable discretion. Notwithstanding the foregoing to the contrary, Tenant may, without obtaining Landlord's prior written consent (but upon the giving of written notice of same to Landlord), assign or sublet all or any portion of Tenant's interest in this Lease and/or the Demised Premises (a) to any entity that directly or indirectly, through one or more intermediaries, controls, in controlled by or is under the control of Tenant; (b) in the event of a merger or consolidation of Tenant with another entity; (c) in the event of a sale or transfer of all or substantially all of Tenant's assets or stock, or (d) a public offering of Tenant's shares, a recapitalization, reorganization or a sale of a controlling interest in Tenant (collectively referred to herein as "Permitted Transfer"), all of which shall not be deemed an assignment or subletting under this Lease. In the event of a Permitted Transfer, Tenant shall remain liable for the performance of all of the obligations of Tenant under the Lease; provided, however, if, during the first twelve (12) months following the Permitted Transfer, there are no Tenant Default(s) by the then current "tenant" under the Lease and the financial standing and tangible net worth (or its equivalent) of the Permitted Transferee have not, in Landlord's commercially reasonable determination, materially declined, then, thereafter, Tenant and Guarantor, shall not be liable for any obligations of "Tenant" incurred after the expiration of the twelve (12) month period, and Landlord shall deliver a written release to Tenant and Guarantor evidencing such cessation of liability. It is also agreed that Tenant may, without obtaining Landlord's consent or providing notice to Landlord, grant, sublet, license or otherwise contract with licensees, concessionaires and other parties to occupy any portion of the Demised Premises in order to operate certain ancillary services and sales of Tenant's business operations as a full service health club, including but not limited to, those sales and services described elsewhere in this Lease as permissible uses of the Demised Premises.

Notwithstanding the foregoing, Tenant may, from time to time, mortgage, pledge, collaterally assign, hypothecate, or otherwise grant a security interest in this Lease and/or the right, title and interest of Tenant herein. It is expressly understood and agreed that no provision set forth in this Lease shall be deemed or construed to prohibit, or require Landlord's approval of, Tenant's mortgaging, pledging, hypothecating, or otherwise granting a security interest in any one or more items of Tenant's furniture, trade fixtures, equipment and/or other personal property used, or otherwise located, in the Demised Premises, and/or to Tenant's leasing (as opposed to owning) all or any portion of the same. Landlord hereby unconditionally waives any and all rights of lien, levy or execution with respect to any and all of such furniture, trade fixtures, equipment and/or other personal property, whether such rights are afforded to Landlord pursuant to this Lease or otherwise at law or in equity.

19. INSPECTION BY LANDLORD

During the Term of this Lease (and except for emergency conditions as discussed below), Landlord and its agents shall have the right at all reasonable times, upon at least three (3) business days' advanced written notice to Tenant, to enter the Demised Premises for the purpose of performing the maintenance and repairs required of it by this Lease and for the purpose of inspecting the Demised Premises to ensure Tenant's compliance with its obligations under this Lease. Additionally, during the last one hundred twenty (120) days of the Lease Term, Landlord and its agents shall have the right, to place on or about the Demised Premises any ordinary "For Lease" and/or "For Sale" signs and at all reasonable times, upon at least one (1) business day advanced notice to Tenant, to show the interior of the Demised Premises to prospective tenants or purchasers. Landlord or its agents may enter the Demised Premises at any time, without notice, in the event of an emergency constituting imminent danger or injury to persons or property. The right of inspection and entry granted to Landlord shall not be unreasonably exercised, nor shall it be exercised in a manner that would interfere with Tenant's ability to transact its business operations within the Demised Premises.

20. ASSIGNMENT OF LANDLORD'S INTEREST

If Landlord assigns its interest in this Lease or the rents hereunder, Tenant shall, following Tenant's receipt of written notice of such assignment and written request of Landlord, pay all sums becoming due to Landlord hereunder from and after a date specified by Landlord to Landlord's assignee. Notwithstanding the foregoing to the contrary, Tenant shall be required to comply with the provisions of this paragraph only after Landlord has furnished Tenant with a document executed by the assignee of Landlord wherein such assignee expressly assumes all of Landlord's obligations and duties under this Lease, including without limitation, the return of any security deposit made by Tenant pursuant to the provisions of this Lease.

21. ATTORNMEN, SUBORDINATION AND NON - DISTURBANCE

A. Attornment: Subject to the prior satisfaction of Landlord's obligation to obtain requisite non-disturbance agreements as set forth below, if any of Landlord's lenders conduct a foreclosure sale of all or any portion of the Demised Premises or otherwise enforce any of the remedies available to such lenders, Tenant, upon receipt of written request of the successor to the interest of Landlord in the Demised Premises (or portion thereof), shall automatically attorn to such successor in interest, without any change in the terms or conditions of this Lease, provided, however, that such successor in interest shall not be:

(i) bound by any payment of Base Rent for one (1) month in advance or any additional rent for more than three (3) months in advance; or

(ii) liable for damages for any act or omission of any prior landlord, including Landlord; provided however, that such successor in interest shall not be released from any of the continuing obligations of Landlord under this Lease, notwithstanding that one or more of such continuing obligations might have first accrued prior to such successor's succession to Landlord's interest under this Lease.

B. Subordination: Subject to the prior satisfaction of Landlord's obligation to obtain requisite non-disturbance agreements as set forth below, this Lease and all rights granted hereunder shall be subject and subordinate to the lien of any present or future mortgage or mortgages upon the Demised Premises (or any portion thereof), irrespective of the time of execution or the time of recording of any such mortgage or mortgages, and to any modifications, extensions, renewals and refinancings thereof. Notwithstanding the foregoing however, this Lease and the rights granted hereunder shall not be deemed to be subject and subordinate to any present or future mortgage liens if such subordination would adversely affect Tenant's priority rights with respect to intervening liens, if any, that may be recorded after this Lease or a memorandum hereof, but prior to the recordation of the mortgage executed and delivered in connection with such refinancing. The word "mortgage" as used in this Section shall be deemed to include any modifications, extensions, renewals and replacements thereof, and any and all advances thereunder, as well as any deed of trust or other similar financing document.

C. Non-Disturbance: The subordination of this Lease to any mortgage granted by Landlord and the attornment by Tenant to any successor in interest of Landlord are expressly conditioned upon, and shall not be effective unless and until, Landlord shall first deliver to Tenant a subordination, non-disturbance and attornment agreement for the benefit of Tenant and its successors and assigns substantially in the form attached hereto as Exhibit D (the "SNDA"), duly signed and acknowledged by all ground lessors and holders of liens against the Demised Premises (collectively referred to herein as "Mortgagee," whether one or more). Any mortgage or ground lease which may exist as of the date of the execution of this Lease or any future mortgage or ground lease which Landlord may obtain shall be subject to the non-disturbance agreement requirements set forth herein. Landlord shall deliver to Tenant a fully executed SNDA from each and every existing Mortgagee on or before the expiration of thirty (30) days following the Effective Date hereof. If Landlord fails to timely deliver all required SNDAs hereunder, Tenant shall have the right, but not the obligation, to terminate this Lease at any time by giving written notice thereof to Landlord at any time prior to Landlord's delivery of the required SNDAs.

22. QUIET ENJOYMENT

Provided that Tenant fully and timely performs all material terms of this Lease on Tenant's part to be performed, including payment by Tenant of Rent, Tenant shall have, hold and enjoy the Demised Premises and all rights, licenses and appurtenances thereto, throughout the Term of the Lease without hindrance or disturbance from or by Landlord or any party claiming by, through or under Landlord.

23. FAILURE TO INSIST UPON STRICT PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms, conditions and covenants herein contained shall not be deemed a waiver of any rights herein contained nor shall be deemed a waiver of any rights or remedies that either party may have under this Lease or at law or equity, nor shall be deemed a waiver of any subsequent breach or default in the terms, conditions and

covenants herein contained. Furthermore, the rights and remedies hereby granted to Landlord and Tenant are cumulative and the use of one remedy shall not exclude or waive Landlord's or Tenant's right to use another.

24. HOLDING OVER

In the event that Tenant shall hold over after the expiration (but not after any sooner termination) of this Lease, the tenancy created by such holding over shall be deemed to be a "modified month-to-month" tenancy, but in all other respects shall be governed by the terms of this Lease; provided, however, that if such holding over is without the express prior written consent and approval of Landlord, the Base Rent shall be one hundred and fifty percent (150%) of the Base Rent and all additional rent payable under this Lease as such was in effect during the last month of the Lease Term (as same may have been extended or renewed.) Notwithstanding common and/or statutory law regarding month-to-month tenancies, Landlord and Tenant agree that in the event of a holdover by Tenant, thirty (30) days' notice given by either party shall be required to terminate the tenancy created by such holding-over. This amount was negotiated and agreed upon by Landlord and Tenant as a material provision of this Lease and it is understood and agreed to be a reasonable and justifiable charge in the event Tenant shall hold over. Nothing in this Section shall be deemed, interpreted or construed as Landlord's consent to any such holding over after the expiration of the Term of this Lease (as same may have been extended or renewed), unless Landlord has given its prior written consent and approval to such holding over.

25. END OF TERM

Upon the expiration or other termination of the term of this Lease, Tenant shall quit the Demised Premises and surrender same to Landlord, in good order and condition, ordinary wear and tear and damage or destruction by fire or other casualty excepted. Tenant shall have no obligation to restore the Demised Premises to the condition as existed prior to any work, improvements, or alterations which Tenant may have performed pursuant to the terms of this Lease.

26. TENANT SIGNAGE

Tenant shall have the right to construct and install pylon and/or monument signs on the Demised Premises in such locations as may be previously approved by Landlord in writing (such approval not to be unreasonably withheld, conditioned or delayed.) Additionally, provided that Tenant fully complies with all applicable codes, laws and statutes, Tenant shall have the right to display identification and other signage on all exterior walls of the Building and within the Demised Premises at all such points deemed reasonably necessary by Tenant to direct the public to the Demised Premises. Without limiting the generality of the foregoing, Tenant shall be entitled to display its signage on the Building and within the Demised Premises in the maximum sizes and in the maximum quantities permitted by applicable law. All tenant identification signage on the Building and/or within the Demised Premises shall fully comply with any and all applicable codes, statutes, regulations and other mandates promulgated by applicable Authorities and shall be fabricated, installed, maintained and repaired at Tenant's sole expense. The costs associated with any signage (including without limitation, the costs of obtaining all permits and licenses required by law for the display of such signage) shall be the sole responsibility of Tenant. Additionally, Tenant shall have the right to place on the exterior of the Building temporary signs advertising its business and its sale of memberships (subject to applicable zoning laws or ordinances), and Tenant shall be allowed to continue using such temporary signs for as long as applicable codes, statutes, regulations and other laws permit. Tenant shall have the right to display any

signs and other displays on or within the Demises Premises and/or the Building as Tenant deems necessary or desirable for the operation of its business on the Demised Premises. Landlord acknowledges and agrees that Tenant shall have the right to display neon and similar type signage and lighting as well as televisions, monitors and similar electronic media within the Building and/or about the Demised Premises and that such signage and other devices may be visible from the exterior of the Building and/or outside the boundaries of the Demised Premises.

27. EXCLUSIVE USE

From and after the date of execution of this Lease, if Landlord or Tenant (or any person or entity in control of or in common control with Landlord, Tenant and/or any of their respective affiliates) at any time owns, operates or leases real property located within a three (3) mile radius of the Demised Premises boundaries (such real property referred to herein as the "Radius Property"), Landlord, Tenant (and/or any person or entity in control of or in common control with Landlord, Tenant or any of their respective affiliates) shall not enter into any lease or other occupancy agreement with any person or entity for the use or operation of a Health Club Facility (defined below) on the Radius Property. For purposes of this Section, a "Health Club Facility" shall be deemed to be any health and physical exercise oriented business in a facility using 12,500 square feet or more, and shall include, without limitation, (i) a weight reducing salon; (ii) a facility offering physical or rehabilitative therapy (excluding, for the purpose of this Section however, any medical or physician supervised health care facility, which may include, other than as a primary use thereof, the provision of physical or rehabilitative therapy by physicians or other licensed practitioners; *provided, however*, that such therapy shall not involve the use of exercise or fitness equipment); (iii) a personal training facility; (iv) any facility providing martial arts, yoga, pilates or similar holistic or meditative exercise activities; (v) a tanning salon; and/or (vi) a health and fitness club, any of which offers services such as those permitted elsewhere in this Lease. The foregoing exclusive use prohibition shall not be deemed to apply to child-care facilities, retail uses, restaurants and/or juice bar/snack bar facilities, personal amenity facilities (fingernail, hair or spas related thereto and not for the purpose of a physical fitness facility or for providing physical fitness services.) If Landlord or Tenant breaches this covenant and fails to cure such default within five (5) days after delivery of notice thereof from the other party, the non-defaulting party may, in its sole discretion, have all rights and remedies available to it pursuant to the provisions of this Lease, at law or in equity (including, without limitation, the right of injunction).

28. PARKING

It is acknowledged that Landlord does or will have additional commercial properties in the area of the Demised Premises ("Adjacent Landlord Property") and that the Parking Facilities are intended to be for the exclusive use of Tenant. In no event shall Landlord permit any use of the Parking Facilities by persons or entities other than Tenant and its employees, invitees, patrons, contractors, licensees, concessionaires and representatives, and Landlord shall use all commercially reasonable efforts to prevent the use of the Parking Facilities by any tenant, patron, invitee, contractor, employee, agent, representative or contractor of any Adjacent Landlord Property.

29. MISCELLANEOUS

A. Successors and Assigns: Except as hereinabove expressly otherwise provided, this Lease shall bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

B. Notices: Any notice or demand required or permitted under this Lease shall be deemed to have been given on the second business day after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, or on the next business day after being sent by overnight express courier service, to Landlord or Tenant at the following addresses (or at such other addresses as the parties hereto may specify in accordance with these notice provisions), or upon receipt if personally delivered by hand:

To Landlord: 2425 McKinney Co.
c/o Newt Walker Company
2519 Thomas Avenue
Dallas, Texas 75201
(214) 720-2233
(214) 871-2627 fax
newt@newtwalker.com

with a copy sent contemporaneously and in a similar manner to:

Prager & Miller, P.C.
14911 Quorum Drive, Suite 320
Dallas, Texas 75254
Attn: Jerome L. Prager, Esq.
jprager@prager-miller.com

To Tenant: Gold's Gym International, Inc.
125 East John Carpenter Freeway
Thirteenth Floor
Irving, TX 75062
Attn: Real Estate Dept.

with a copy sent contemporaneously and in a similar manner to:

J. Bradley Greenblum, Esq.
811 Barton Springs Road, Suite 500
Austin, TX 78704
e-mail: brad@greenblum.com

Palm Beach Realty Partners, Inc.
214 Brazilian Avenue, Suite 200
Palm Beach, FL 33480
attn: Lease Administration
e-mail: matrone@palmbeachrealtypartners.com

C. Estoppel Certificates: No more than twice a year and subject to the prior execution and delivery of non-disturbance agreements in forms reasonably satisfactory to Tenant by and from all Mortgagees as required above, Tenant shall, from time to time, within fifteen (15) days after written request from Landlord or any Mortgagee, execute, acknowledge and deliver, in recordable form, a certificate certifying, to the extent true, that this Lease, as the Lease may have been amended, is in full force and effect; that the Term has commenced and the full amount of the rent then accruing hereunder; the dates to which the Rent has been paid; the amount, if any, that Tenant has paid to

Landlord as a security deposit; that no Base Rent under this Lease has been paid more than thirty (30) days in advance of its due date; that the address for notices to be sent to Tenant is as set forth in this Lease (or has been changed as set forth in the certificate); that Tenant has no charge, lien, or claim of offset under this Lease or otherwise against Base Rent or other charges due or to become due hereunder except as set forth in the certificate; that, to the knowledge of Tenant, Landlord is not then in default under this Lease except as set forth in the certificate; and such other matters as may be reasonably requested by Landlord or any Mortgagee. Landlord shall, from time to time, within fifteen (15) days after written request from Tenant, execute, acknowledge and deliver, in recordable form, certificates containing information similar to the foregoing information.

D. Captions and Headings: The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or the scope or intent of, this Lease nor in any way affect this Lease.

E. Severability: In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Lease. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Lease, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and as shall be deemed valid and enforceable.

F. Governing Law: This Lease and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein (excluding choice-of-law principles). Each party hereto hereby irrevocably submits to the jurisdiction of any state or federal court sitting in the county in which the Demised Premises are located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Lease, and hereby waives any objection to venue in any such court and any claim that such forum is an inconvenient forum.

G. Attorneys' Fees: In the event Landlord or Tenant institutes legal action as a result of a default by the other or the breach of any covenant, agreement or condition herein required to be observed or performed hereunder, the party prevailing in such legal action, in addition to all other relief awarded by the court, shall be reimbursed by the other for its reasonable attorneys' fees plus any court fees, reasonable service of process fees, reasonable witness fees, reasonable recorder's fees, and any and all other reasonable additional costs that the other may have incurred as a consequence of such legal action. Landlord and Tenant hereby waive a trial by jury of any and all issues arising in any action or proceeding between the parties hereto (or their successors) in connection with this Lease or any of its provisions.

H. Brokers: Landlord shall pay per separate agreement a commission to Robert D. Dennis and Wyatt G. Russo of The Retail Connection who represent Tenant. Landlord and Tenant warrant that (i) no broker or other party is acting as agent for Landlord or Tenant in this transaction; and (ii) each shall hold the other harmless from and against any and all costs, expenses or liability resulting from compensation, commissions and/or charges claimed against Landlord or Tenant by any broker or agent

claiming through its relation with Landlord with respect to this Lease or the negotiation thereof, other than the above named brokers.

I. Resolutions: Upon written request, Landlord and Tenant shall provide each other with copies of all appropriate resolutions from the entity through which they transact business, including any limited liability company or corporation, ratifying, affirming, and authorizing the execution of this Lease upon the terms and conditions obtained herein on behalf of Landlord and Tenant, and recognizing the signatory authority of the individual or individuals executing this Lease on behalf of Landlord or Tenant.

J. Complete Agreement: It is understood and agreed that this Lease Agreement and the exhibits, addenda and riders, if any, attached hereto, contain the entire agreement between the parties, which shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

K. Time is of the Essence: Time shall be of the essence for the performance of all agreements and obligations by Landlord and Tenant hereunder. If any date for performance falls on a Saturday, Sunday or legal holiday recognized in the metropolitan area in which the Demised Premises are located, such date for performance shall be extended to the next non-holiday workday.

L. Force Majeure: Whenever a period of time is herein prescribed for the taken of any action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strike, riots, acts of God, terrorism, shortage of labor or materials (which shall exclude price disputes), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the reasonable control of such party.

M. Memorandum of Lease: Tenant shall not record this Lease or any memorandum or "short form" of this Lease. Any breach of this paragraph by Tenant will be an Event of Default.

N. Construction: Any word contained in the text of this Lease shall be read as the singular or plural, or in the masculine, feminine or neuter gender, as may be applicable in the particular context.

O. Effectiveness of this Agreement: Neither the negotiation of the terms of this Lease nor its submission thereof for examination or signature by Tenant or Landlord shall constitute a reservation of the Demised Premises or other space, or an option for lease, or an offer or agreement to enter into a lease, and this agreement shall not be effective as a lease or otherwise until executed and delivered by both Landlord and Tenant and all other conditions set forth herein have been satisfied.

In the event that Tenant has signed this Lease and delivered it to Landlord, and Landlord does not, within seven (7) days after receipt of the Lease, return to Tenant a fully signed and executed counterpart hereof, then Tenant shall be deemed to have withdrawn its offer of this Lease from Landlord and this Lease shall be null and void and of no effect or force.

30. SPECIAL PROVISIONS

A. Presale Space. Commencing on July 1, 2006, Tenant shall have the right, at Tenant's sole cost and expense, to use a portion of the Demised Premises for Tenant's use as a "membership sales" area (such portion referred to herein as the "Tenant Membership Space.") Tenant shall pay all costs associated with the use of the Tenant Membership Space, including without limitation, the furnishing of a temporary trailer (if applicable), any "finish out" of the Tenant Membership Space,

furnishings for the Tenant Membership Space and the costs of utilities that may be supplied to the Tenant Membership Space. Additionally, Tenant agrees that prior to July 1, 2006, it shall not allow or conduct any advertising, sales, notices to be posted or other activity on the Demised Premises regarding its intended use of the Demised Premises (provided, however, that Tenant's construction within and to the Demised Premises may occur once possession of the Demised Premises is delivered to Tenant.) Tenant agrees that in the event it violates the restrictions contained in this Section 30.A, that it shall, as the sole remedy for violating this provision (and such violation shall not be considered an event which would or could become a Tenant Default), upon written demand from Landlord, pay to Landlord the amount of \$50,000 as liquidated damages since actual damages would be difficult to determine, and both parties agree that the amount set forth above is reasonable in light of the circumstances and shall not constitute a penalty.

B. Guaranty. In order to induce Landlord to enter into this Lease and as a condition to Landlord's obligations hereunder, Tenant agrees to cause Guarantor to execute and deliver to Landlord, the guaranty in the form set forth on **Exhibit E** attached hereto. Guarantor: Gold's Gym International, Inc., a Delaware corporation

C. Landlord's Right to Terminate. Subject to the requirements set forth in this paragraph, Landlord shall have the right to terminate this Lease (and all of Tenant's renewal options) upon the expiration of the Initial Term of this Lease if (i) Newt Walker (individually) or the Newt Walker Company (as an entity) owns the adjacent "Trulucks Restaurant" parcel more particularly described on **Exhibit F** attached hereto (such parcel referred to herein as the "Trulucks Parcel"); and (ii) Newt Walker or the Newt Walker Company has plans to immediately redevelop the Gym Facility property and the Trulucks Parcel as a joint, multi-story project. If Landlord exercises its right to terminate this Lease in accordance with the provisions of this paragraph, Landlord must give Tenant written notice of Landlord's intent to terminate this Lease at least eighteen (18) months prior to the expiration date of the Initial Term of this Lease together with copies of documentation reasonably requested by Tenant to evidence the satisfaction of conditions (i) and (ii) above.

D. Code Compliance. Landlord acknowledges that a portion of the parking facilities servicing the Demised Premises (i) may not be zoned so as to permit Tenant to operate a Health Club Facility with all appurtenant parking facilities as contemplated by the provisions of this Lease; and (ii) may not have the number of parking spaces required by applicable codes and regulations for the use of the Demised Premises as a Health Club Facility. Landlord represents and warrants to Tenant that (x) notwithstanding the foregoing zoning and parking issues, the Demised Premises have been used as a health club facility by Uptown Athletic Club and/or 24-Hour Fitness (current tenant) for a period of approximately ten(10) years (such ten year period referred to herein as the "Health Club Occupancy Period") under a certificate of occupancy for "personal service use"; and (y) at no point during the Health Club Occupancy Period has Landlord or any prior health club tenant of the Demised Premises received any notice of zoning and/or parking non-compliance from any municipality or other governmental agency. To address Tenant's concerns regarding the operation of a Health Club Facility on the Demised Premises and ability to utilize the Parking Facilities (and as a material inducement for Tenant to enter into this Lease), Landlord agrees as follows:

w. Landlord shall be solely responsible for obtaining the following certificate(s) of occupancy: (i) the initial one showing Tenant as the new occupant, operator and tenant of the Demised Premises and (ii) the final certificate reflecting that the City of Dallas and other applicable municipal governmental authorities have accepted the construction of the various improvements in the Demised Premises such that Tenant may immediately thereafter occupy and operate the Demised Premises for

its intended purpose (Health Club Facility). Landlord shall secure the initial certificate reflecting the new Tenant within ten (10) business days of execution of this Lease and the final certificate shall be obtained by Landlord on or before ten (10) business days following the date on which Tenant notifies Landlord that it has substantially completed the Tenant's Work to and within the Demised Premises. Rent on the Demised Premises shall be fully abated (and if applicable, the commencement of Rent shall be delayed day for day) until such time as Landlord is able to obtain the certificates of occupancy required by this paragraph. Any delay in Rent hereunder shall be in addition to any other possible delays allowed under the Lease.

x. If, at any time during the Term of this Lease (as same may be extended from time to time) one or more governmental or quasi-governmental agencies (i) take legal or other action against either Landlord or Tenant to prevent or restrict the Demised Premises from being used as a Health Club Facility as contemplated by Tenant in this Lease or restrict Tenant's ability to utilize the Parking Facilities for the Health Club Facility ; and/or (ii) give notice to either Landlord or Tenant relating to the non-compliance of Tenant's use of the Demised Premises or Parking Facilities with applicable zoning and/or parking codes or ordinances, Landlord, at Landlord's sole cost and expense, shall use all commercially reasonable efforts to fully rectify all non-complying conditions (including without limitation, obtaining zoning, use and/or parking requirement variances.) Landlord shall cause the non-complying conditions to be rectified within the number of days (including any extensions secured by Landlord) specified by the governmental or quasi-governmental agency within which to rectify the non-complying conditions, as same may be set forth in any notice or petition prepared by such agency. If (a) Landlord is unable to timely cause the non-complying conditions to be rectified or to otherwise satisfy all applicable governmental or quasi-governmental agencies regarding Tenant's use of the Demised Premises as a Health Club Facility as contemplated by this Lease and such failure will result in Tenant having to cease or curtail its operations in the Demised Premises, or (b) Tenant in its sole but reasonable discretion after consultation with Landlord and its consultants, believes that Landlord cannot or will not rectify the non-complying conditions in a timely manner or that any further delays will materially impact its ability to continue to conduct operations in the Demised Premises, Tenant shall have the right in its sole but reasonable discretion to either (i) reduce the overall size of its operations in the Demised Premises as further discussed below or (ii) terminate this Lease by giving written notice thereof to Landlord, at least ten (10) business days prior to such action. Upon such termination, Tenant shall have no continuing liability to Landlord or any other party hereunder (and Guarantor shall be released from its obligations as well) and Landlord shall pay to Tenant an amount equal to the unamortized costs incurred by Tenant during the first six (6) months of the Lease (or reasonable longer time if Tenant is unable to commence its tenant improvements due to delays in securing necessary permits from applicable governmental authorities) in the original finish-out (limited to tenant improvements which are of a long-term or permanent nature and directly related to the physical plant of the buildings) of the Demised Premises as a Health Club Facility (such amount referred to herein as the "Unamortized Investment Costs"), not to exceed \$500,000.00. Landlord shall pay all such Unamortized Investment Costs to Tenant on or before the expiration of ten (10) business days following the date on which Tenant delivers to Landlord documentation and records reasonably necessary to substantiate the amount of Tenant's Unamortized Investment Costs for the Demised Premises. For purposes of this paragraph, it shall be assumed that Tenant intends to amortize all of its finish out over the initial Term of the Lease (i.e. 12 years.)

y. If, at any time during the Term of this Lease (as same may be extended from time to time) (a) one or more governmental or quasi-governmental agencies threatens or otherwise requires that Tenant reduce or restrict its business operations on the Demised Premises and/or the size of its Health Club Facility on the Demised Premises in order to comply with applicable parking and/or zoning

requirements and (b) Landlord is unable to or unwilling to rectify or cure the violation as discussed above, and thereafter, Tenant elects at its sole option (after consultation with Landlord and its consultants and subject to availability of proper permits and approvals) to continue to operate in the reduced space rather than terminate the Lease as allowed above, (i) all Rent and other sums payable by Tenant under this Lease shall be equitably abated to reflect the reduced size of Tenant's Health Club Facility which shall thereafter be located in that portion of the Demised Premises known as the "Building No. Three" (as reflected on the attached Exhibit A-1) (herein so called); (ii) Landlord shall pay to Tenant the Unamortized Investment Costs applicable to the portion of the Demised Premises no longer available for Tenant's benefit (being Buildings No. 1 and 2) up to a maximum of \$500,000.00; and (iii) Landlord, at Landlord's sole cost and expense, shall cause all affected portions of the Demised Premises to be restructured as a complete separate and functional architectural unit such that Tenant can continue to operate the Health Club Facility solely in Building No. 3. Notwithstanding the foregoing provisions of this paragraph to the contrary, if any reduction or restriction is imposed on Tenant's business operations and/or the size of Tenant's health club facilities by applicable governmental or quasi-governmental agencies and Tenant determines, in its sole but commercially reasonable discretion, that such reduction or restriction would result in Tenant's business operations on the Demised Premises becoming commercially impracticable, Tenant shall have the right to terminate this Lease by giving ten (10) business days written notice thereof to Landlord. Upon such termination, Tenant (and Guarantor) shall have no continuing liability to Landlord or any other party hereunder and Landlord shall pay to Tenant the Unamortized Investment Costs for the Demised Premises up to a maximum of \$500,000.00. The Unamortized Investment Costs payable by Landlord pursuant to this paragraph shall be calculated in accordance with the preceding paragraph and shall be paid by Landlord in the same manner.

z. Neither Landlord nor Tenant shall take (nor permit the taking of) any action that could jeopardize the status quo with respect to the use and operation of the Demised Premises as a health club facility with ancillary parking. Additionally, Landlord and Tenant shall fully cooperate with one another (and their respective agents and representatives) to ensure that any issues discussed in this Section 30 are resolved in an efficient and cost effective manner.

WITNESS the hands and seals of the parties hereto the day and year first above written.

(signature pages to follow)



LANDLORD:

2425 McKINNEY CO.,
a Texas general partnership

By: 3310 Knox Street, Ltd.,
a Texas limited partnership
Partner

By: Walker Capital Corporation,
a Texas corporation,
its general partner

By: 
John Newton Walker, President

TENANT:

GOLD'S TEXAS HOLDINGS, L.P.,
a Texas limited partnership

By: Gold's Texas G.P., Inc.
a Delaware corporation,
Its General Partner

By: _____

Name: _____

Title: _____

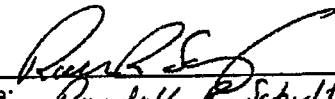
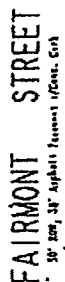

Donald R. Schulte
EVP & CFO



Exhibit A -	Gym Facility
Exhibit A-1	Demised Premises configuration
Exhibit B -1 and B-2	Parking Facilities
Exhibit C -	Renewal Option Provisions
Exhibit D -	Non-Disturbance Agreement
Exhibit E -	Guaranty
Exhibit F -	Trulucks Restaurant Parcel



GYM FACILITY



TRACT I
33,599 SF/0.7713 AC.

02425
45107 34240

POINT OF
BEGINNING
TRACT II

POINT OF
BEGINNING
TRACT I

McKINNEY AVENUE
80° 20' 42" Argyle Passes (Cont. City)

EXHIBIT A (cont)

LEGAL DESCRIPTION

TRACT II

BEING a 14,137 square feet or 0.3245 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, and in City Block 949, said tract being the tract of land described in deed to Herbert B. Story, Jr., Mary Kay Maudlin Story, Stephanie Story Kurio and Herbert S. Story, III recorded in Volume 95032, Page 2084, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a set "x" cut on concrete for a corner in the northwest line of McKinney Avenue (a 60 foot right of way), said point being S 15 degrees 27 minutes 30 seconds W, a distance of 80.00 feet from the intersection of northwest line of McKinney Avenue with the southwest line of Fairmont Street (a 50 foot right of way), and said point being the south corner of a tract of land described as the Fourth tract in deed from Clarence L. Dickerson to Mary S. Dickerson recorded in Volume 2021, Page 60, Deed Records of Dallas County, Texas;

THENCE, S 15 degrees 27 minutes 30 seconds W, with the northwest line of McKinney Avenue, a distance of 85.91 feet (86.84 feet per deed) to a set "x" cut on concrete for a corner, said point being the east corner of The James P. Leake Addition, an addition to the City of Dallas, Texas according to the map thereof recorded in Volume 94089, Page 4668, Deed Records of Dallas County, Texas;

THENCE, N 45 degrees 08 minutes 50 seconds W (N 45 degrees W per deed), departing the northwest line of McKinney Avenue and with the common line of said Story tract and the northeast line of the said James P. Leake Addition, a distance of 209.95 feet (211.05 feet per deed) to a point for a corner, said point being the south corner of the Fifth tract described in the above said deed from Clarence L. Dickerson to Mary S. Dickerson;

THENCE, N 44 degrees 51 minutes 10 seconds E (N 45 degrees 22 minutes E per deed), with the southeast line of the said Fifth tract, a distance of 74.85 feet (75.11 feet per deed) to a point for a corner, said point being in the west corner of the above said Fourth tract;

THENCE, S 45 degrees 08 minutes 50 seconds E, with the southwest line of the said Fourth tract, a distance of 167.78 feet (167.15 feet per deed) to the Point of Beginning.

EXHIBIT A (cont)

LEGAL DESCRIPTION

TRACT I - BUILDING

BEING a 33,599 square feet or 0.7713 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, and in City Block 949, said tract being the Fourth, Fifth and Sixth tracts described in deed from Clarence L. Dickerson to Mary S. Dickerson recorded in Volume 2021, Page 60, Deed Records of Dallas County, Texas and a tract of land described in deed from Dallas Plumbing Company to Mary S. Dickerson recorded in Volume 80196, Page 702, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set "x" cut on concrete for a corner at the intersection of the southwest line of Fairmont Street (a 50 foot right of way) with the northwest line of McKinney Avenue (a 60 foot right of way);

THENCE, S 15 degrees 27 minutes 30 seconds W, with the northwest line of McKinney Avenue, a distance of 80.00 feet to a set "x" cut on concrete for a corner, said point being the south corner of the above said Fourth tract and the east corner of a tract of land described in deed to Herbert B. Story, Jr., Mary Kay Maudlin Story, Stephanie Story Kuric and Herbert S. Story, III recorded in Volume 95032, Page 2084, Deed Records of Dallas County, Texas;

THENCE, N 45 degrees 08 minutes 50 seconds W, departing the northwest line of McKinney Avenue and parallel with the southwest line of Fairmont Street and with the common line of the said Fourth tract and the said Story tract, a distance of 167.78 feet (145 feet per deed) to a point for a corner, said point being in the southeast line of the above said Fifth tract and being the north corner of the said Story tract;

THENCE, S 44 degrees 51 minutes 10 seconds W, with the common line of the said Fifth tract and the said Story tract, a distance of 74.85 feet (76.3 feet per deed) to a point for a corner, said point being the south corner of the said Fifth tract and the west corner of the said Story tract and in the northeast line of The James P. Leake Addition, an addition to the City of Dallas, Texas according to the map thereof recorded in Volume 94089, Page 4668, Deed Records of Dallas County, Texas;

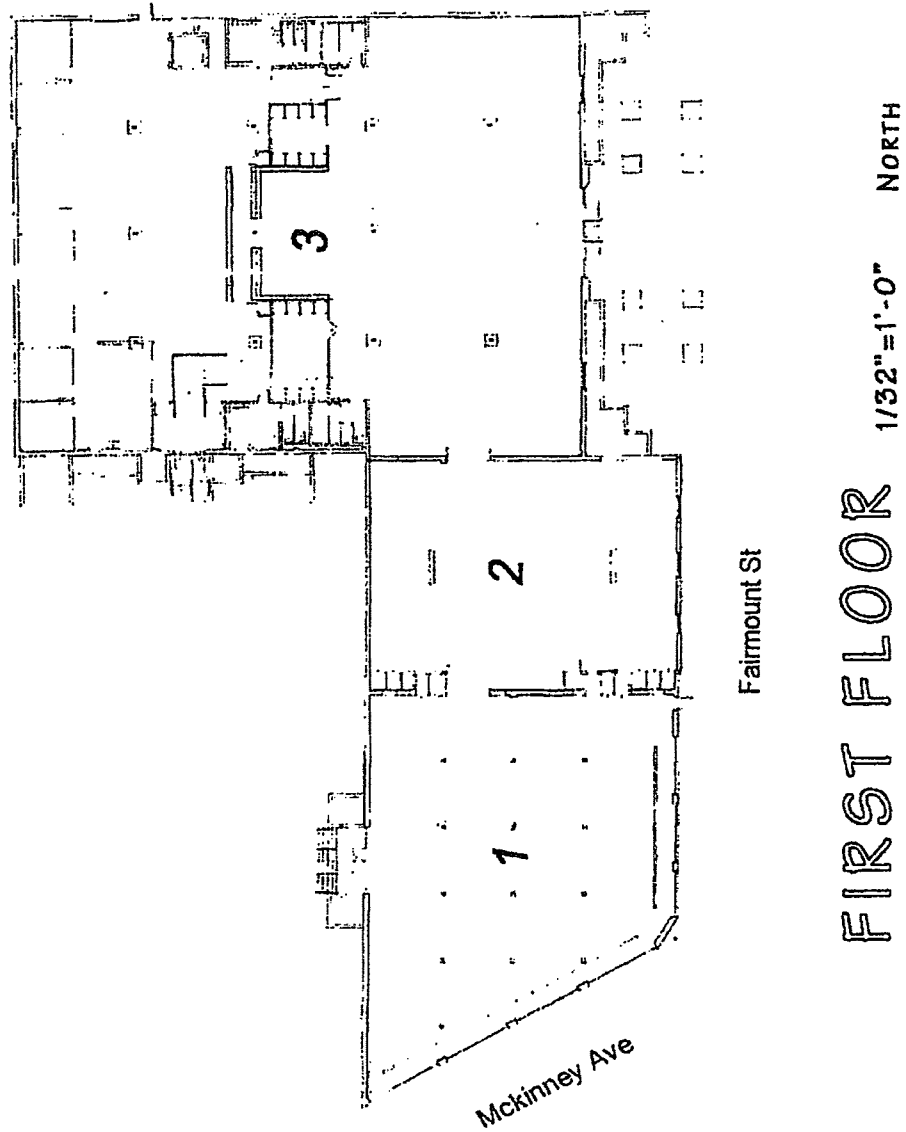
THENCE, N 45 degrees 08 minutes 50 seconds W, parallel with the southwest line of Fairmont Street, with the southwest line of the said Fifth tract and the northeast line of the said James P. Leake Addition, passing at a distance of 22.10 feet the called north corner of the said The James P. Leake Addition, passing at a distance of 70.43 feet the east corner of a tract of land described in deed from BAJA Sams #1, Inc. to Maple Avenue Associates Ltd. recorded in Volume 81175, Page 270, Deed Records of Dallas County, Texas, passing at a distance of 106.0 feet the common west corner of said Sixth tract and the said Dallas Plumbing Company to Mary S. Dickerson tract, continuing in all a distance of 161.00 feet to a set 1/2 inch iron rod for a corner, said point being the west corner of the said Dallas Plumbing Company to Mary S. Dickerson tract and being the south corner of a tract of land described in deed to Raymond A. Phillips and Carroll Deely recorded in Volume 70020, Page 1137, Deed Records of Dallas County, Texas, and said point being S 45 degrees 08 minutes 50 seconds E, a distance of 11.12 feet from east corner of The Montaigne Addition, an addition to the City of Dallas County, Texas as recorded in Volume 93132, Page 5077, Deed Records of Dallas County, Texas;

THENCE, N 44 degrees 51 minutes 10 seconds E, with the southeast line of the said Phillips and Deely tract, a distance of 144.55 feet (142 feet per deed) to a found "x" cut on concrete for a corner in the southwest line of Fairmont Street;

THENCE, S 45 degrees 08 minutes 50 seconds E, with the southwest line of Fairmont Street, a distance of 289.52 feet to the Point of Beginning.

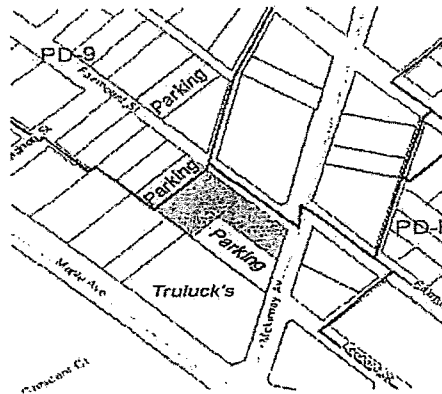
EXHIBIT A-1

LEASED PREMISES BUILDING CONFIGURATION



Handwritten signature or initials.

EXHIBIT B-1
PARKING FACILITIES



11/15/00

EXHIBIT B-2

PARKING FACILITIES
(offsite parking description)

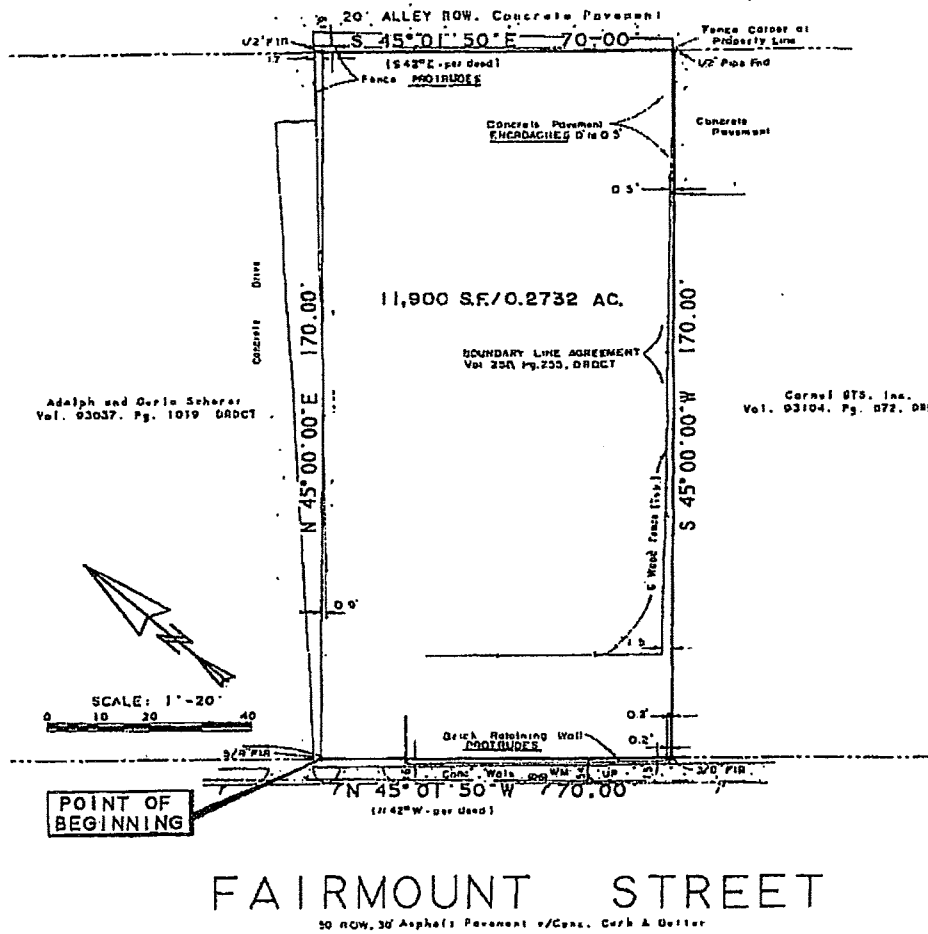


EXHIBIT C

RENEWAL OPTION PROVISIONS

1. For purposes of this **Exhibit C**:

(i) "Base Year" means the full calendar year during which the Commencement Date occurs.

(ii) "Price Index" means the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1982-84=100).

(iii) "Base Price Index" means the Price Index for the month (the "Base Month") nearest before the Commencement Date for which the Price Index is published.

2. The terms and conditions of the Lease for any Extension Period shall be identical with those for the initial Lease Term, except that (a) Base Rent payable for the Extension Period shall be determined as set forth below and (b) no further extension options will be available except as otherwise expressly set forth in this Lease.

(i) Extension Term Years 13-17: The greater of either (i) \$28.00 per square foot per annum (\$840,000 per year, or \$70,000.00 per month); or (ii) \$20.00 per square foot per annum adjusted on the thirteenth (13th) anniversary of the Commencement Date by a fraction whose numerator is the Price Index published for the then most recent anniversary month of the Base Month and whose denominator is the Base Price Index.

(ii) Extension Term Years 18-22: The greater of either (i) \$32.00 per square foot per annum (\$960,000 per year, or \$80,000.00 per month); or (ii) \$20.00 per square foot per annum adjusted on the eighteenth (18th) anniversary of the Commencement Date by a fraction whose numerator is the Price Index published for the then most recent anniversary month of the Base Month and whose denominator is the Base Price Index.

3. If a substantial change is made in the Price Index, or its publication is discontinued or changed in such a way as to prevent calculations pursuant to this Exhibit C, then the price index will be adjusted to the figure that would have been used had the manner of computing the Price Index in effect at the date of this Lease not been altered. If the Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information used in determining the Price Index will be used.

(i) No adjustments will be made due to any revision that may be made in the Price Index for any month.

(ii) The statements of the adjustment to be furnished by Landlord will consist of data prepared for the Landlord by a firm of certified public accountants (which may be the firm now or then currently employed by Landlord for the audit of its accounts). The statements thus furnished to Tenant will constitute a final determination as between Landlord and Tenant of the relevant adjustment.

(iii) Seasonal adjustments will not be used.

EXHIBIT D

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is made as of the _____ day of _____, 2____, by and between _____, a partnership ("Lender") and GOLD'S TEXAS HOLDINGS, L.P., a Delaware limited partnership ("Tenant").

RECITALS:

- A. 2425 McKINNEY CO., a Texas general partnership ("Landlord") is the owner of that certain real property and improvements having an address of 2425 McKinney Avenue, Dallas, Texas (such real property and improvements collectively referred to herein as the "Demised Premises."). Tenant has leased the Demised Premises from Landlord pursuant to that certain lease agreement dated on or about _____, _____ by and between Landlord and Tenant (the "Lease.").
- B. This Agreement is being executed by the parties in connection with a certain loan (the "Loan") made by Lender to Landlord, and secured in part, by a Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of _____, _____ creating a lien against the Demised Premises. All documents executed in connection with the Loan, including the Deed of Trust, Assignment of Leases and Rents and Security Agreement, shall be collectively referred to herein as the "Loan Documents.")

AGREEMENT:

In consideration of the premises, the mutual obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, Lender and Tenant, each intending to be legally bound, agree as follows:

1. Subject to the satisfaction by Lender of its obligations hereunder, all terms and conditions set forth in the Lease and all rights, options, liens and charges created thereby are and shall be subject and subordinate in all respects to the Loan Documents and to all present or future advances under the obligations secured thereby and to all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time.
2. If Lender exercises any of its rights under the Loan Documents as against Landlord's interest in the Demised Premises, including but not limited to, an entry by Lender onto the Demised Premises pursuant to the provisions set forth in the Loan Documents, a foreclosure of any liens created by the Loan Documents, a power of sale authorized by one or more of the Loan Documents and/or the exercise of any other such right:

(a) the Lease shall continue in full force and effect as a direct lease between Lender and Tenant, and shall be subject to all of the terms, covenants and conditions set forth in the Lease; and

(b) Lender shall not disturb Tenant's rights under the Lease, including without limitation, Tenant's right of quiet possession of the Demised Premises, so long as Tenant is not in default beyond any applicable grace period of any material term, covenant or condition required to be performed or observed by Tenant as set forth in the Lease.

3. If Landlord exercises any power of sale or foreclosure right available to it pursuant to the Loan Documents (or if Landlord accepts a deed in lieu of the exercise of such power of sale or foreclosure right), Tenant will attorn to and recognize Lender as "Landlord" under the Lease for the remainder of the Lease term (including any extension periods that have been or hereafter will be exercised by Tenant) upon the same terms and conditions as are set forth in the Lease, and Tenant shall pay and perform all obligations of "Tenant" as set forth in the Lease.

4. If Lender succeeds to the interest of Landlord under the Lease:

(a) Lender shall not be liable for any act, omission, neglect or default of any prior landlord under the Lease (including, without limitation, the then defaulting Landlord), save and except to the extent such act, omission, neglect or default continues after Lender's succession to Landlord's interest in the Lease and/or Lender's ownership or operation of all or any part of the Demised Premises.

(b) Lender shall not be subject to any claim, defense, counterclaim or offset that Tenant may have against any prior landlord under the Lease (including without limitation, the then defaulting Landlord), save and except to the extent the condition or matter giving rise to such claim, defense, counterclaim or offset continues to exist after Lender's succession to Landlord's interest in the Lease and/or Lender's ownership or operation of all or any part of the Demised Premises.

(c) Lender shall not be bound by any payment of rent or additional rent that Tenant might have made to any prior landlord under the Lease (including without limitation, the then defaulting Landlord) more than thirty (30) days in advance of the due date for such rent.

(d) Lender shall not be bound by any material amendment or modification to the Lease made without Lender's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) provided that such material amendment or modification is made after the date on which Tenant receives a fully executed copy of this Agreement.

5. Provided that Tenant's right of quiet possession of the Demised Premises under the Lease is not and shall not be disturbed or otherwise limited, negated or affected, Lender may name Tenant in any foreclosure or other action or proceeding initiated by Lender so as to permit it to exercise any foreclosure or other remedy available to it under the Loan Documents. Subject to the provisions set forth in this Agreement, Lender shall have the right, without obtaining Tenant's consent, to foreclose on any lien created under the Loan Documents (or to accept a deed in lieu of such foreclosure) or to exercise any other remedies available to it under the Loan Documents.

6. Tenant shall provide Lender with copies of all notices given by Tenant to Landlord upon Landlord's default(s) under the Lease, in the same manner and at such times Tenant gives any such notice of default to Landlord. Lender shall have the right (but not the obligation) to remedy any Landlord default under the Lease and shall have the same notice and cure periods specified for Landlord under the Lease in which to do so. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord.

7. Neither Lender (nor its designee) shall become liable under the Lease unless and until Lender (and/or its designee) become(s) succeeds to the interest of Landlord under the Lease or otherwise becomes the owner and/or operator of all or any portion of the Demised Premises.

8. Tenant acknowledges the execution of the Loan Documents by Landlord in favor of Lender in connection with the Loan. Tenant acknowledges that the interest of Landlord under the Lease has been assigned to Lender solely to secure the repayment and performance of obligations required to be made by Landlord under the Loan Documents, and that Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof by virtue of any assignments made by Landlord to Lender in the Loan Documents.

9. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of either (a) actual receipt (with confirmation receipt executed by recipient); (b) two (2) business days following the date on which such notice is deposited in a United States Postal Service Depository, postage prepaid, certified or registered mail, return receipt requested; or (c) actual receipt is sent via recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Lender:

Attn: _____

If to Tenant:

Gold's Gym International, Inc.
125 East John Carpenter Freeway
Thirteenth Floor
Irving, TX 75062
Attn: Real Estate Dept.



With a copy sent contemporaneously and in similar manner to:

J. Bradley Greenblum, Esq.
811 Barton Springs Road, Suite 500
Austin, TX 78704.

10. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their respective successors and assigns. The term "Tenant" as used herein includes any successor and assigns of the named Tenant herein.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against whom enforcement of the termination, amendment, supplement, waiver or modification is sought.

13. The provisions of this Agreement shall be construed in accordance with the laws of the State in which the Demised Premises are located.

14. This Agreement shall not be effective unless a fully executed copy is delivered to Tenant within thirty (30) days of the date hereof.

[execution pages to follow]

EXECUTED as of the date first above written.

LENDER:

a _____

By: _____
Name: _____
Title: _____

TENANT:

GOLD'S TEXAS HOLDINGS, L.P.,
a Texas limited partnership

By: Gold's Texas G.P., Inc.
a Delaware corporation
Its General Partner

By: _____
Name: _____
Title: _____

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:

2425 MCKINNEY CO.,
a Texas General Partnership

By: 3310 Knox Street, Ltd.,
a Texas limited partnership
Partner

By: Walker Capital Corporation,
a Texas Corporation,
its general partner

By: _____
J. Newton Walker, President

EXHIBIT E

GUARANTY OF LEASE

THIS GUARANTY is given by **GOLD'S GYM INTERNATIONAL, INC.**, a Delaware corporation (hereinafter called "Guarantor," whether one or more) to **2425 McKinney CO.**, a Texas general partnership (hereinafter called "Landlord"):

WITNESSETH:

In order to induce the Landlord to demise to **GOLD'S TEXAS HOLDINGS, L.P.**, a Delaware limited partnership (hereinafter with its successors and assigns referred to as "Tenant") certain premises ("Premises") to be (or which has been) constructed on land situated at **2425 McKinney Avenue, Dallas, Dallas County, Texas**, and being described in and pursuant to a certain Lease Agreement dated _____, 2006 (which Lease, together with any and all present and future modifications, amendments, renewals and extensions thereof, is hereinafter referred to as the "Lease"), Guarantor agrees as follows:

1. Guarantor does hereby jointly and severally unconditionally, irrevocably and absolutely guarantee to Landlord the full, prompt and complete payment by Tenant of the rent and all other sums which may now or hereafter be payable by Tenant under the Lease and the full, prompt and complete performance by Tenant of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant without regard to any forbearance, delay, neglect or failure on the part of Landlord in enforcing same.

2. Guarantor does hereby waive notice of acceptance hereof and any and all other notices which by law are required to be given to Tenant, and also waives any demand for or notice of default of the payment of rent and other sums which may be payable by Tenant under the Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant; and Guarantor does further expressly hereby waive any legal obligation, duty or necessity for Landlord to proceed first against Tenant or to exhaust all remedies that Landlord may have against Tenant, it being agreed that in the event of Tenant's default under the Lease, Landlord may proceed and have right of action solely against either Guarantor or Tenant or jointly against Guarantor and Tenant.

3. If Tenant becomes insolvent, is adjudicated a bankrupt, or files a petition for reorganization, arrangement or similar relief under any present or future provision of any federal or state bankruptcy or similar law, or if any such petition filed by the creditors of Tenant is approved by a court, or if Tenant seeks a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver of all or part of its property and assets is appointed by any state or federal court, then, in any of such events, the Guarantor's liability under this Guaranty shall not be affected in any way thereby and, if in any such proceeding the Lease is terminated or rejected or the obligations of Tenant thereunder are modified, then, at Landlord's option, Guarantor shall immediately pay to Landlord (a) an amount equal to all fixed, contingent and additional rent and other payments which have accrued and remain unpaid as of and including the date of such termination, rejection or modification, plus (b) an amount equal to the then cash value of the fixed, contingent and additional

rent and other payments which would have been payable under the Lease for the unexpired portion of the term thereby demised, less the then cash rental value of the Premises for such unexpired portion of the term, with such sum being discounted to present value at the higher of six percent (6%) or the prime rate charged by Citibank, N.A. from the date of termination together with interest on the amounts designated in clauses (a) and (b) above at the rate of twelve percent interest (12%) from the date of such termination, rejection or modification to the date of payment.

4. Guarantor shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this Guaranty or the Lease or to be excused from any liability hereunder which Tenant could not make or invoke, and Guarantor hereby expressly waives any defense in law or in equity which is not or would not be available to Tenant, it being the intent hereof that the liability of Guarantor hereunder is primary and unconditional.

5. Guarantor hereby agrees that the covenants and provisions contained in the Lease may be altered, extended, changed, modified, renewed, released or cancelled by Landlord and Tenant with or without release of Tenant from liability or obligation, all without the consent of Guarantor, and Guarantor agrees that this Guaranty and the liability of Guarantor hereunder shall in no way be affected, diminished or released thereby.

6. It is fully understood that until each and every one of the covenants and agreements of this Guaranty is fully performed, Guarantor's obligations hereunder shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, renewal, modification, forbearance or delay or any other act or omission of Landlord or its failure to proceed promptly or otherwise or by reason of any action taken or omitted by Landlord, whether or not such action taken or omitted by Landlord, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, Guarantor, and Guarantor hereby expressly waives and surrenders any defense to Guarantor's liability hereunder based upon any of the foregoing acts, omissions, things, agreements or waivers, it being the purpose and intent of the parties hereto that the covenants, agreements and all obligations of Guarantor hereunder are absolute, unconditional and irrevocable.

7. In the event it shall be asserted that Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as Guarantor would have been if the obligations of Tenant had been enforceable against Tenant.

8. In the event any suit or action is brought in connection with the enforcement of this Guaranty, Guarantor shall pay reasonable attorneys' fees and all court costs reasonably incurred by Landlord.

9. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Landlord.

10. If Guarantor is a corporation, then the undersigned officer of such corporation personally represents and warrants that the Board of Directors of such corporation, in a duly held meeting, has

approved this Guaranty and has determined that this Guaranty may reasonably be expected to benefit said corporation.

11. Guarantor agrees that this contract is performable in Dallas County, Texas, and waives the right to be sued elsewhere.

EXECUTED this the _____ day of _____, 2006.

GUARANTOR:

GOLD'S GYM INTERNATIONAL, INC.,
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

Address: 125 E. John Carpenter Freeway,
Thirteenth Floor
Irving, Texas 75062

EXHIBIT F

TRULUCKS PARCEL LEGAL DESCRIPTION

EXHIBIT "A"

Being a tract of land located in the City and County of Dallas, Texas, being Lots 1, 2, 3, 4, 5 and 6 in Block 1/949, Official City Number, of North Dallas Improvement Company Addition to the City of Dallas, Texas, according to the Amended Plat thereof recorded in Volume 106, Page 258 of the Deed Records of Dallas County, Texas, except the 367 square foot part of Lot 1 described in deed from Annie Lee Roberts to the City of Dallas, recorded in Volume 87012, Page 2429 of said Deed Records, together with the adjoining part of Block 949, Official City Number, described in deed from David L. Hayer, et al, to Annie Lee Roberts, et al, recorded in Volume 71172, Page 0749 of said Deed Records, said Lot 6 having been conveyed by Mental Health Association of Dallas County to Annie Lee Roberts by deed recorded in Volume 90077, Page 1378 of said Deed Records, and being described more particularly as one tract as follows:

Beginning at a cross cut in concrete at the most westerly corner of said City of Dallas tract on the northeast line of Maple Avenue, 70.0 feet wide, being 29.0 feet N 45°11'30" W from the south corner of Lot 1 at the intersection of said line of Maple Avenue with the westerly line of McKinney Avenue, 30.0 feet westerly of the City of Dallas survey line therein;

Thence N 45°11'30" W, along the northeast line of Maple Avenue, a distance of 305.30 feet to a steel nail for corner at the west corner of said Lot 6;

Thence N 45°22' E, along the northwest line of said Lot 6, at 96.35 feet passing its north corner and the west corner of said tract described in Volume 71172, Page 0749, in all a distance of 179.86 feet to the north corner of said tract in Block 949;

Thence S 45°00' E, along the northeast line of said tract in Block 949, a distance of 232.05 feet to a steel rod for corner on the westerly line of McKinney Avenue, 30.0 feet westerly of the City of Dallas survey line therein;

Thence S 15°27'30" W, along said westerly line of McKinney Avenue, at 95.97 feet passing the east corner of said Lot 1, in all a distance of 176.45 feet to a cross cut in concrete at the northeast corner of said City of Dallas tract, being 29.0 feet N 15°27'30" E from the south corner of said Lot 1;

Thence S 75°08' W, along the northerly line of said City of Dallas tract, a distance of 29.28 feet to the place of beginning;

Containing 50,453 square feet of land.

93132 5087

EXHIBIT "A" - continued

SAVE & EXCEPT:

BEING situated in the John Origby Survey, Abstract No. 498, Dallas County, Texas and being all of Lot 8, Block No. 1/4th of North Dallas Improvement Company Addition, an addition to the City of Dallas, Texas according to the map thereof recorded in Volume 100, Page 238, Map Records of Dallas County, Texas and being more particular described as follows:

BEGINNING at a found nail at the westerly corner of said Lot 8 in the northeasterly line of Maple Avenue (a 70 foot right of way), said point being S 45°18'00" E, a distance of 300.00 feet from a found 5/8 inch rod at the intersection of the northeasterly line of Maple Avenue with the southeasterly line of Mahon Street (a 50 foot right of way), and said point being the southerly corner of Lot 7, Block 1/4th of the said North Dallas Improvement Company Addition;

THENCE, N 45°17'50" E, with the common line of said Lot 8 and Lot 7, a distance of 86.27 feet to a found 3/4 inch pipe for a corner at the northerly corner of said Lot 8, said point being the westerly corner of a tract of land conveyed to Tulley Williams by deed recorded in Volume 53, Page 237, Deed Records of Dallas County, Texas;

THENCE, S 45°04'01" E, with the northeasterly line of Lot 8 and the southeasterly line of the said Tulley Williams tract, a distance of 80.00 feet to a found 3/4 inch iron pipe at the easterly corner of said Lot 8 and the northerly corner of Lot 6, Block 1/4th of the said North Dallas Improvement Company Addition;

THENCE, S 45°17'50" W, with the common line of said Lot 8 and Lot 6, a distance of 84.20 feet to a found 1-1/2 inch iron pipe at the southerly corner of said Lot 8 and in the northeasterly line of Maple Avenue;

THENCE, N 45°10'00" W, with the northeasterly line of Maple Avenue, a distance of 80.00 feet to the Point of Beginning and CONTAINING 4,814 square feet or 0.1105 acre of land, more or less.

93132 5088

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made and entered into by and between 2425 MCKINNEY CO., a Texas general Partnership (ALandlord@) and GOLD'S TEXAS HOLDINGS GROUP, INC., a Texas corporation, the successor-in-interest of GOLD'S TEXAS HOLDINGS, L.P., a Texas limited partnership (ATenant"), effective as of, although not necessarily executed on, June 15, 2007 (the "Effective Date").

R E C I T A L S:

A. On or about April 11, 2006, Landlord and Tenant entered into that certain Lease Agreement (the "Lease") for the lease of real property and improvements located at 2425 McKinney Avenue, Dallas, Texas, and being more particularly described in the Lease (the "Demised Premises"). Effective June 30, 2007, Tenant dissolved into Gold's Texas Holdings Group, Inc. through a series of transactions (the "Reorganization").

B. Pursuant to the Lease, Tenant submitted Renovation Plans (as that term is defined in the Lease) for the Demised Premises, which, according to Tenant, included, among other things, the removal and reconstruction of a portion of the second floor/mezzanine of the Demised Premises.

C. A dispute has arisen between Landlord and Tenant regarding the removal and reconstruction of the second floor/mezzanine of the Demised Premises and Landlord and Tenant desire, by this First Amendment, to resolve such dispute and amend the Lease accordingly.

A G R E E M E N T:

In consideration of the Recitals, the mutual obligations set forth hereinbelow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Landlord and Tenant agree as follows:

1. **Terms.** Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Lease.

2. **Controlling Provisions.** The provisions in this First Amendment shall be controlling with respect to any inconsistent or contrary provisions set forth in the Lease and any prior or contemporaneous verbal agreement between Landlord and Tenant.

3. **Approval of the Renovation Plans.** Subject to and conditioned upon the performance by Tenant of its obligations set forth in this First Amendment, Landlord hereby approves the Renovation Plans submitted by Tenant to Landlord, dated on or about July 27, 2006.

4. **Reconstruction of the Mezzanine.** Provided Landlord gives Tenant a written notice to do so at any time no later than ninety (90) days prior to the expiration of the Lease term (as same may be renewed or extended), Tenant covenants and agrees with Landlord that Tenant shall reinstall/reconstruct the mezzanine/second floor of the Demised Premises (the "Mezzanine") prior to

the expiration of the Lease term (as same may be renewed or extended), in accordance with the Existing Plans delivered by Landlord to Tenant at or prior to the execution of the Lease to substantially the same condition that the Mezzanine existed on the date that Landlord delivered the Demised Premises to Tenant. Landlord shall have the right to require Tenant to reinstall/reconstruct the Mezzanine after the termination of the Lease term provided Landlord shall notify Tenant to do so no later than one hundred eighty (180) days after the expiration of the Lease term, as same may be renewed or extended, in which event Tenant shall complete such reinstallation/reconstruction within ninety (90) days after such notice. In the event Landlord elects to have Tenant reinstall/reconstruct the Mezzanine as aforesaid, then Tenant shall do so at its sole cost and expense and in accordance with the Existing Plans for the Demised Premises. Provided Tenant causes the Mezzanine to be reinstalled/reconstructed in accordance with the Existing Plans (and such modifications thereto as Landlord may direct), then Tenant shall not be liable for any damages resulting from the design or materials required by the Existing Plans (or for any modifications thereto directed by Landlord), and Landlord shall indemnify and hold Tenant harmless from any damages resulting from such design or materials. Landlord shall have the right to modify the Existing Plans, but the cost of any such modification shall be borne by Landlord. The reinstallation/reconstruction of the Mezzanine by Tenant shall be performed in accordance with the terms of the Lease (whether or not the term of the Lease has expired or been terminated), including, without limitation, Articles 10, 12, 15 and 16 A thereof.

5. **Survival.** Tenant's obligation to reinstall/reconstruct the Mezzanine as set forth in Section 4 of this First Amendment shall survive the expiration or earlier termination of the Lease; provided, however, in the event Landlord fails to give Tenant notice that Landlord elects to have the Mezzanine reinstalled/reconstructed as provided herein within one hundred eighty (180) ~~year~~ ^{days} after the expiration or earlier termination of the Lease (as same may be renewed from time to time), then Tenant's obligation to reinstall/reconstruct the Mezzanine as aforesaid shall terminate.

6. **Assignment.** Tenant acknowledges and agrees that the Reorganization does not and will not constitute a Permitted Transfer for purposes of Section 18 of the Lease and that Tenant shall not be released from its obligations under or with respect to the Lease now or hereafter as a result of the Reorganization.

7. **Amendment to Section 18 of the Lease.** Notwithstanding anything to the contrary contained in Section 18 of the Lease, Tenant and/or Guarantor will be released from their respective obligations under the Lease upon, but only upon, the following conditions:

- (i) Provided the other conditions of Section 18 have been satisfied (except for the condition that there occur no Tenant Default(s) during the first twelve (12) months following the Permitted Transfer), Tenant shall be released from its obligations under the Lease in the event, but only in the event, the Permitted Transferee has the financial standing and tangible net worth (or its equivalent) at least equal to or greater than that of Tenant or in the event the Permitted Transferee and a Substituted Guarantor (being an entity other than Guarantor that executes a Guaranty of all of the Permitted Transferee's obligations as Tenant under the Lease) have a combined financial standing or tangible net worth (or its equivalent) at least equal to or greater

than the combined financial standing or tangible net worth (or its equivalent) of Tenant and Guarantor combined; and

- (ii) Provided the other conditions of Section 18 have been satisfied (except for the condition that there occur no Tenant Default(s) during the first twelve (12) months following the Permitted Transfer), Guarantor will be released from its obligations with respect to the Lease in the event, but only in the event, the Substituted Guarantor has a financial standing or tangible net worth (or its equivalent) equal to or greater than that of Guarantor or the Permitted Transferee and the Substituted Guarantor combined have a financial standing or tangible net worth (or its equivalent) at least equal to or greater than that of Tenant and Guarantor combined or the Permitted Transferee has a financial standing or tangible net worth (or its equivalent) equal to or greater than the combined financial standing or tangible net worth (or its equivalent) of both Tenant and Guarantor. In no event shall Guarantor be released until the Substituted Guarantor has executed a Guaranty of Lease in form and content acceptable to Landlord (provided Landlord agrees that the form and content of the Guaranty of Lease executed by Guarantor in connection with this Lease shall be acceptable to Landlord).

8. **Cooperation.** Landlord and Tenant shall use good faith efforts to cooperate with the other party and its respective contractors, subcontractors, employees, representatives and agents in carrying out the provisions of this First Amendment in an expedient and efficient manner.

9. **Counterparts.** This First Amendment may be executed in one or more original or facsimile counterparts and all such counterparts shall be but one instrument. Counterparts may be executed by facsimile signature and the same shall be deemed an original for all purposes.

10. **Savings Clause.** Except as expressly modified herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. Landlord and Tenant do hereby ratify and confirm the Lease, as amended hereby.

11. **Captions.** Captions used herein are for convenience only and are not to be utilized to ascribe any meaning to the contents thereof. Unless defined differently herein or the context clearly requires otherwise, all terms used in this First Amendment shall have the meanings ascribed to them under the Lease

12. **General Provisions.** This Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers and trustees; (ii) may be modified or amended only by a written agreement executed by each of the parties; and (iii) shall be governed by and construed in accordance with the laws of the State of Texas.

13. **Ratification of Guaranty.** Gold's Gym International, Inc., a Delaware corporation ("Guarantor") joins in the execution of this First Amendment for the purpose of ratifying (and does hereby ratify in all respects) that certain Guaranty of Lease (the "Guaranty") executed by Tenant and delivered to Landlord on or about the date of the Lease and agreeing (and does hereby agree) that this

First Amendment does not and shall not modify in any way the obligations of Guarantor under the Guaranty. Further, Guarantor acknowledges and agrees that the Reorganization does not and will not constitute a Permitted Transfer for purposes of Section 18 of the Lease and that Guarantor shall not be released from its obligations under or with respect to the Guaranty now or hereafter as a result of the Reorganization. Guarantor further acknowledges the amendment to Section 18 herein contained and agrees to be bound thereby.

EXECUTED by the parties as of the Effective Date.

 **LANDLORD:**

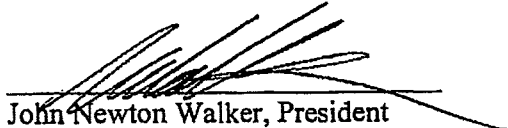
2425

~~3005~~ **MCKINNEY CO.,**
a Texas general partnership

By: **3310 KNOX STREET, LTD.,**
a Texas limited partnership,
Its: Partner

By: **WALKER CAPITAL CORPORATION,**
a Texas corporation,
Its: General Partner

By:


John Newton Walker, President

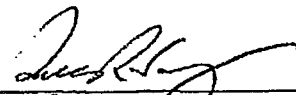
TENANT:

GOLD'S TEXAS HOLDINGS GROUP, INC.,

By:

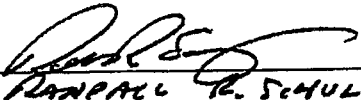
Name:

Title:


RANDALL E. SCHULTZ
VP + CFO

GUARANTOR:

GOLD'S GYM INTERNATIONAL, INC.
a Delaware corporation

By: 
Name: RANDALL R. SCHULTZ
Title: SVP + CFO



December 5, 2007

2425 McKinney Co.
c/o Newt Walker Company
2519 Thomas Avenue
Dallas, TX 75201

RE: Utility Letter Agreement between 2425 McKinney Co. ("Landlord") and Gold's Texas Holdings Group, Inc. ("Tenant") for 2522 Fairmont Street, Dallas, TX ("Offsite Parking Facility")

Dear Mr. Walker:

Per conversations between Jana Taylor, Gold's Project Coordinator, and Terri Miller, Landlord's representative, regarding the billing issues for the Parking Facilities electrical service, please let this letter serve as a mutual consent and agreement to the below conditions. These conditions are contrary to Tenant's responsibilities as stipulated in Section 9.A of the Lease with respect to that part of the Parking Facilities described in Exhibit B-2 of the Lease and herein called the "Offsite Parking Facility". Landlord understands and accepts these conditions negate Tenant's specific obligations, as described in Section 9.A of the Lease with respect to the Offsite Parking Facility, but only to those specific obligations.

The conditions are to be as described below.

1. Landlord will remain the account holder (TXU acct. # 5257482366-3) of record with the electrical utility service provider for the Offsite Parking Facility.
2. Landlord will pay the monthly charges, as incurred, directly to the utility provider with respect to the Offsite Parking Facility.
3. Landlord will provide Tenant with an invoice for the electrical service charges, incurred and paid for by Landlord for the Offsite Parking Facility, every six months. Landlord will provide copies of the individual monthly billings with the invoice.
4. Tenant will reimburse Landlord for the invoiced charges, net 20 days.

Tenant's obligations under Section 9.A of the Lease with respect to the Building and any of the Demised Premises other than the Offsite Parking Facility are not affected by this letter agreement.

Please sign and date where indicated to acknowledge agreement with the conditions described in this letter.

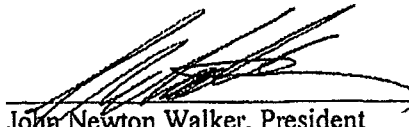
A handwritten signature in black ink, appearing to be "M. Miller", located at the bottom right of the page.

This letter agreement acknowledged and accepted on 12/5, 2007 by the below mentioned parties.

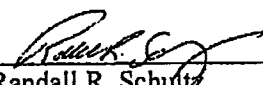
Landlord: 2425 MCKINNEY CO.,
a Texas general partnership

By: **3310 KNOX STREET, LTD.,**
a Texas limited partnership,
Its: Partner

By: **WALKER CAPITAL CORPORATION,**
a Texas corporation,
Its: General Partner

By: 
John Newton Walker, President
Date: December 5, 2007

Tenant: GOLD'S TEXAS HOLDINGS GROUP, INC.,
a Delaware corporation

By: 
Name: Randall R. Schultz
Title: Executive Vice President & Chief Financial Officer
Date: December 12, 2007



September 12, 2011

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

2425 McKinney Co.
2519 Thomas Avenue
Dallas TX 75201

Re: Outsourcing of Lease Administration for the Premises Located at 2425 McKinney Avenue, Dallas, TX 75201
File ID: 43027

Dear Landlord:

Effective September 1, 2011, Gold's Gym ("Gold's") has engaged CASE Commercial Lease Administration Services ("CASE") to assist Gold's in administering its real estate portfolio. Gold's is making this change in order to more efficiently track payment due dates, rent adjustments, notice dates and similar items. Gold's is also asking its landlords to accept rent payments via Electronic Funds Transfer (EFT). In order for Gold's to make payments to you via EFT, the attached form must be filled out and returned to CASE Lease Administration for processing no later than September 30, 2011. By moving in this direction, Gold's will streamline its information management capabilities for lease administration and accounting issues.

To begin this process, a database containing the salient points of all of Gold's Gym's leases is being created. In conjunction with this project, I am requesting your cooperation in completing the attached form. This form lists our understanding of lease payments, notice dates and other salient lease provisions. We are also requesting updated contact information to expedite communicate with you. The form also asks for information concerning operating expenses (if applicable) so that we can ensure Gold's is paying current escrow amounts due. Please give this letter your immediate attention and return the completed, signed documentation to CASE no later than September 30, 2011.

Please also change the address for all future official and legal notifications, real estate administration correspondence, and invoices for rent and operating expense reconciliations (with supporting documentation). Notices should be sent directly to:

Gold's Gym
c/o CASE Commercial Lease Administration
Attention: Brandy Dollgener
14785 Preston Road, Suite 750, Dallas, TX 75254
Phone: 972.759.7845 Fax: 972.759.7945 Email: bdollgener@casecre.com

Please identify the referenced lease by providing the above noted File ID on all communications. Your immediate implementation of this change will greatly enhance CASE's ability to effectively respond to your needs on behalf of Gold's. If you have any questions whatsoever about this letter or the required information, please do not hesitate to call me. Gold's wishes to continue its good relationships with our Landlords, and we sincerely believe that this process will make administration of our portfolio more efficient.

Sincerely,

Steve Burley / BD

Steve Burley
Controller
Enclosures

125 E John Carpenter Freeway, Suite 1300, Irving, TX 75062

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") is entered into effective as of December 13, 2018, by and between MURPHY PLAZA, LLC, a Texas limited liability company as successor in interest to 2425 McKinney Co. (hereinafter, "Landlord") and GOLD'S TEXAS HOLDINGS GROUP, INC., a Texas corporation, as successor-in-interest to GOLD'S TEXAS HOLDINGS, L.P., a Texas limited partnership (hereinafter, "Tenant").

RECITALS

- A. Landlord and Tenant entered into that certain Lease Agreement dated April 11, 2006 which was subsequently amended by a First Amendment to Lease Agreement on June 15, 2007 (collectively the "Lease") providing for the rental of the premises located at 2425 McKinney Avenue, Dallas, Dallas County, Texas containing approximately 30,000 square feet of space and the real property and exclusive use parking lot improvements more particularly described in Exhibit B-1 and Exhibit B-2 of the Lease (collectively referred to as the "Demised Premises").
- B. Tenant and Landlord desire to extend the current Term for one (1) year beginning January 11, 2019 and ending January 10, 2020. This Term extension shall be subject to Landlord's right to terminate the Lease by providing the Tenant forty-five (45) days' written notice ("Landlord's Early Termination Date") to terminate the Lease at any time during the Term. In addition, notwithstanding the extension of the Term provided for in this Second Amendment, Tenant and Landlord agree that all Lease Renewal Options under Section 1.C. of the Lease, including the entire Demised Premises, are now void and non-exercisable by Tenant.
- C. Landlord and Tenant also desire that Tenant's new monthly Gym Facility Rent (as defined in the Lease in Section 2.A.) beginning on January 11, 2019 and thereafter until the Term has expired or is terminated early by Landlord is \$22,916.67 per month (\$9.17 per square foot/year; or \$275,000 annually) and is to be paid according to the same terms and condition under the Lease. Also, Tenant shall pay the Parking Facilities Rent (as defined in the Lease in Section 2.B.) according the same terms and conditions currently in the Lease, including the annual 3% increase making the monthly payment \$6,415.92).
- D. Tenant desires Landlord to reimburse Tenant for an amount up to \$35,000 for tenant improvement, restoration and remediation expenses related to a water damage casualty event that occurred on or about September 22, 2018. Tenant agrees to work with Landlord in coordinating with Landlord's insurance adjusters and providing any additional invoice support for out-of-pocket expenses from such casualty event. Landlord agrees to reimburse Tenant up to \$35,000 for any additional tenant improvement, restoration and remediation expenses from the water damage casualty provided Tenant provides adequate support for its reimbursement request.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree that the Lease is amended as follows:

- 1. **Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Second Amendment by this reference.
- 2. **Complete Document.** Except as specifically amended by the provisions of this Second Amendment, the terms and provisions in the Lease will continue to govern the rights and obligations of Landlord and Tenant, and all provisions and covenants of the Lease will remain in full force and effect as stated therein. The Lease and this Second Amendment are to be construed as one instrument. The terms, provisions and covenants of this Second Amendment inure to the benefit of and are binding upon the parties hereto and their respective successors and assigns. The Lease, as amended by this Second Amendment, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in the Lease, and no prior agreement, understanding or representation pertaining to any such matter will be effective for any purpose. No provision of the Lease may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. Notwithstanding the foregoing, in the event of a conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms of this

Second Amendment control. All capitalized terms not defined in this Second Amendment shall have the same meaning and definition as in the Lease.

3. **Lease Term.** The Term is extended from January 11, 2019 to January 10, 2020.
4. **Lease Renewal Option.** All of Tenant's options to extend the Term of this Lease included in Section 1.C. of the Lease, including the entire Demised Premises, are hereby void and non-exercisable by Tenant.
5. **Landlord's Option to Terminate the Lease Before Term Termination Date.** Tenant grants Landlord the right to terminate the Lease for any time during the Term. In order to exercise the option to terminate the Lease, Landlord shall provide no less than forty-five (45) days written notice of termination to Tenant. Notice is given pursuant to Section 29.B. of the Lease, except that the address of Landlord is now Murphy Plaza, LLC, 119 W. Virginia, Suite 203, McKinney, Texas 75069, and the address of Tenant is now GOLD'S GYM, 4001 Maple Avenue, Suite 200, Dallas, TX 75219, Attention: Real Estate Department.
6. **Landlord's Obligation to Reimburse Tenant for Tenant Improvement Expenses.** Landlord agrees to reimburse Tenant up to Thirty-Five Thousand and No/100 Dollars (\$35,000.00) for reimbursement of its out-of-pocket restoration and remediation expenses related to water damage from a recent casualty event (the "Tenant Improvement Expenses"). Notwithstanding the foregoing, the Tenant Improvement Expenses shall exclude the first \$20,500 of expenses previously incurred by Tenant for such expenses related to water damage. Landlord shall reimburse Tenant within thirty (30) days after such request provided that Tenant has provided Landlord with proof of damage, all damage estimates, adjuster reports (if any), contract bids, an accurate accounting of such expenditures (past and future paid for such damage and restoration), along with invoices and proof of payment for such expenses. If Landlord should decide to pursue any insurance claim for the water damage, Tenant agrees to comply with all requests for access and provide any additional evidence or damage support that is necessary for such claim.
7. **Rent.** Beginning January 11, 2019 through January 10, 2020, Tenant's monthly Gym Facility Rent (as defined in Section 2.A. of the Lease) until the Termination Date has expired (subject to early termination by Landlord in Paragraph 5. above) shall be \$22,916.67 per month (\$9.17 per square foot/year; or \$275,000 annually) and shall be paid according to the same terms and conditions under the Lease. Tenant shall also pay the monthly Parking Facilities Rent (as defined in the Lease in Section 2.B.), according the same terms and conditions in the Lease, including the annual 3% increase making the monthly payment \$6,415.92). Tenant shall also continue to pay all monthly additional rents to Landlord as required in the Lease (including without limitation Real Estate Taxes and Landlord's Insurance regarding the Demised Premises.
8. **Modification.** Neither this Second Amendment nor any other terms or obligations of the Lease may be waived, modified, amended discharged or terminated except by and instrument in writing signed by the party against which the enforcement of such waiver, modification, addendum, discharge or termination is sought, and then only to the extent set forth in such instrument.
9. **Binding Effect.** This Second Amendment is binding upon, and shall inure to the benefit of Landlord, Tenant and their respective heirs, legal and personal representatives, successors and assign. This Second Amendment is subject to execution by both parties and is not be considered a binding contract until execution by both parties has occurred. Tenant may not assign any of its rights under this Second Amendment except as provided in the Lease.
10. **Counterparts.** This Second Amendment may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts are construed together and shall constitute one and the same instrument, but in making proof hereof it is only necessary to produce one such counterpart. A facsimile or electronic image or transmission counterpart or counterparts of this Second Amendment with the parties' signatures is deemed an original signed Second Amendment without the necessity of delivery of a counterpart or counterparts of this Second Amendment with the parties' original signatures.
11. **Severability.** The invalidity of any provision of this Second Amendment as determined by a court of competent jurisdiction in no way affects the validity of any other provision hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment on the date first indicated above.

LANDLORD:

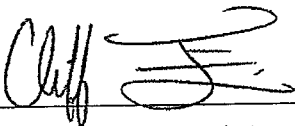
MURPHY PLAZA, LLC,
a Texas limited liability company

By: _____
Matthew Barrier, Manager

Date: 12/17/2018

TENANT:

GOLD'S TEXAS HOLDINGS GROUP, INC.,
a Texas corporation

By: 

Name: Cliff Fielden

Title: Senior Director, Real Estate

Date: 12/14/2018

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("Third Amendment") is entered into effective as of December 3, 2020, by and between MURPHY PLAZA, LLC, a Texas limited liability company as successor in interest to 2425 McKinney Co. (hereinafter, "Landlord") and GOLD'S TEXAS HOLDINGS GROUP, INC., a Texas corporation, as successor-in-interest to GOLD'S TEXAS HOLDINGS, L.P., a Texas limited partnership (hereinafter, "Tenant").

RECITALS

- A. Landlord and Tenant entered into that certain Lease Agreement dated April 11, 2006 ("Original Lease") providing for the rental of the premises located at 2425 McKinney Avenue, Dallas, Dallas County, Texas containing approximately 30,000 square feet of space and the real property and exclusive use parking lot improvements more particularly described in Exhibit B-1 and Exhibit B-2 of the Original Lease (collectively referred to as the "Demised Premises"), which was subsequently amended by a First Amendment to Lease Agreement dated June 15, 2007 ("First Amendment") and a Second Amendment to Lease Agreement dated December 13, 2018 ("Second Amendment"). The Original Lease, as so amended, is herein referred to as the "Lease".
- B. Tenant and Landlord desire to extend the current Term from January 11, 2020 and to January 27, 2020.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree that the Lease is amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Third Amendment by this reference.
2. **Complete Document.** Except as specifically amended by the provisions of this Third Amendment, the terms and provisions in the Lease will continue to govern the rights and obligations of Landlord and Tenant, and all provisions and covenants of the Lease will remain in full force and effect as stated therein. The Lease and this Third Amendment are to be construed as one instrument. The terms, provisions and covenants of this Third Amendment inure to the benefit of and are binding upon the parties hereto and their respective successors and assigns. The Lease, as amended by this Third Amendment, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in the Lease, and no prior agreement, understanding or representation pertaining to any such matter will be effective for any purpose. No provision of the Lease may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. Notwithstanding the foregoing, in the event of a conflict between the terms and conditions of the Lease and the terms and conditions of this Third Amendment, the terms of this Third Amendment control. All capitalized terms not defined in this Third Amendment shall have the same meaning and definition as in the Lease.
3. **Lease Term.** The Term is extended from January 11, 2020 to January 27, 2020.
4. **Lease Renewal Option.** Tenant currently has no further renewal and/or extension options under the Lease.
5. **Rent.** Beginning January 11, 2020 until the Termination Date, Tenant's monthly Gym Facility Rent (as defined in Section 2.A. of the Lease) shall be \$22,916.67 per month and shall be paid according to the same terms and conditions under the Lease. Tenant shall also pay the monthly Parking Facilities Rent (as defined in the Lease in Section 2.B.) in the amount of \$6,415.92 per month, according the same terms and conditions in the Lease. The monthly rental owed under the Lease shall be appropriately prorated; for example, the monthly rental for the period beginning January 11, 2020 and expiring January 27, 2020 would be the monthly rental (as defined herein) multiplied by 17/31. Tenant shall also continue to pay all monthly additional rents to Landlord as required in the Lease (including without limitation Real Estate Taxes and Landlord's Insurance regarding the Demised Premises).
6. **Modification.** Neither this Third Amendment nor any other terms or obligations of the Lease may be waived, modified, amended discharged or terminated except by and instrument in writing signed by the party against

which the enforcement of such waiver, modification, addendum, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. **Binding Effect.** This Third Amendment is binding upon, and shall inure to the benefit of Landlord, Tenant and their respective heirs, legal and personal representatives, successors and assign. This Third Amendment is subject to execution by both parties and is not be considered a binding contract until execution by both parties has occurred. Tenant may not assign any of its rights under this Third Amendment except as provided in the Lease.
8. **Counterparts.** This Third Amendment may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts are construed together and shall constitute one and the same instrument, but in making proof hereof it is only necessary to produce one such counterpart. A facsimile or electronic image or transmission counterpart or counterparts of this Third Amendment with the parties' signatures is deemed an original signed Third Amendment without the necessity of delivery of a counterpart or counterparts of this Third Amendment with the parties' original signatures.
9. **Severability.** The invalidity of any provision of this Third Amendment as determined by a court of competent jurisdiction in no way affects the validity of any other provision hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment on the date first indicated above.

LANDLORD:


MURPHY PLAZA, LLC,
a Texas limited liability company

By: 
Matthew Barrier, Manager

Date: 12/5/2019

TENANT:

GOLD'S TEXAS HOLDINGS GROUP, INC.,
a Texas corporation

By: 
Name: Adam Zortiff
Title: CEO
Date: 12/4/19

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement ("Fourth Amendment") is entered into effective as of January 24, 2020, by and between MURPHY PLAZA, LLC, a Texas limited liability company as ultimate successor in interest to 2425 McKinney Co. (collectively, the "Landlord") and GOLD'S TEXAS HOLDINGS GROUP, INC., a Texas corporation, as successor-in-interest to GOLD'S TEXAS HOLDINGS, L.P., a Texas limited partnership (collectively, the "Tenant").

RECITALS

- A. Landlord and Tenant entered into that certain Lease Agreement dated April 11, 2006 ("Original Lease") providing for the rental of the premises located at 2425 McKinney Avenue, Dallas, Dallas County, Texas containing approximately 30,000 square feet of space and the real property and exclusive use parking lot improvements more particularly described in Exhibit B-1 and Exhibit B-2 of the Original Lease (collectively referred to as the "Demised Premises"), which was subsequently amended by a First Amendment to Lease Agreement dated June 15, 2007 ("First Amendment"), Second Amendment to Lease Agreement dated December 13, 2018 ("Second Amendment"), and Third Amendment to Lease Agreement dated December 3, 2019 ("Third Amendment"). The Original Lease, as so amended, is herein referred to as the "Lease".

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree that the Lease is amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Fourth Amendment by this reference.
2. **Lease Term.** The Term is extended from January 28, 2020 to May 15, 2020. Tenant has no renewal or extension options under the Lease.
3. **Rent.** Beginning January 28, 2020 until May 15, 2020, Tenant's monthly Gym Facility Rent (as defined in Section 2.A. of the Lease) shall be \$10,000.00 per month and shall be paid according to the same terms and conditions under the Lease. Tenant shall also pay the monthly Parking Facilities Rent (as defined in the Lease in Section 2.B.) in the amount of \$6,750.00 per month, according the same terms and conditions in the Lease. The monthly rental owed under the Lease shall be appropriately prorated; for example, the monthly rental for the period beginning May 1, 2020 and expiring May 15, 2020 would be the monthly rental (as defined herein) multiplied by 15/31. Tenant shall also continue to pay all monthly additional rents to Landlord as required in the Lease (including without limitation Real Estate Taxes and Landlord's Insurance regarding the Demised Premises).
4. **Modification.** Neither this Fourth Amendment nor any other terms or obligations of the Lease may be waived, modified, amended discharged or terminated except by and instrument in writing signed by the party against which the enforcement of such waiver, modification, addendum, discharge or termination is sought, and then only to the extent set forth in such instrument.
5. **Binding Effect.** This Fourth Amendment is binding upon, and shall inure to the benefit of Landlord, Tenant and their respective heirs, legal and personal representatives, successors and assign. This Fourth Amendment is subject to execution by both parties and is not be considered a binding contract until execution by both parties has occurred. Tenant may not assign any of its rights under this Fourth Amendment except as provided in the Lease.
6. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts are construed together and shall constitute one and the same instrument, but in making proof hereof it is only necessary to produce one such counterpart. A facsimile or electronic image or transmission counterpart or counterparts of this Fourth Amendment with the parties' signatures is deemed an original signed Fourth Amendment without the necessity of delivery of a counterpart or counterparts of this Fourth Amendment with the parties' original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fourth Amendment on the date first indicated above.

LANDLORD:

MURPHY PLAZA, LLC,
a Texas limited liability company

By: Matthew Barrier
Name: Matthew Barrier
Title: Manager
Date: 1/24/2020

TENANT:

GOLD'S TEXAS HOLDINGS GROUP, INC.,
a Texas corporation

By: Paul Early
Name: Paul Early
Title: Chief Administration Officer
Date: 1/24/2020