

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

THAT **STACP-RC COMMERCIAL**, a Texas nonprofit corporation ("**Grantor**"), whose street address is 6306 Kenwood Avenue, Dallas, Texas 75214, for Ten Dollars (\$10.00) and other good and valuable consideration paid by **MOCKINGBIRD TERRACE REAL ESTATE INVESTMENT, LLC**, a Texas limited liability company ("**Grantee**"), whose street address is 6025 Royal Lane, Suite 110, Dallas, Texas 75230, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by Grantee to **BANCORPSOUTH BANK** ("**Lender**") of that certain Promissory Note of even date herewith in the original principal sum as set forth therein, with interest as therein described and payable as therein described, portions of which sums were advanced at the special instance and request of Grantee (the "**Note**"), the payment of which Note is secured by vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Charles J Pagnuolo, Trustee, for the benefit of Lender, its successors and assigns (the "**Deed of Trust**"), has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, that certain real property located in the County of Dallas, State of Texas, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements and appurtenances (the "**Property**"), and Grantor warrants the title against all persons claiming by, through or under Grantor, but not otherwise, subject to the matters set forth on Exhibit B attached hereto (the "**Permitted Exceptions**"), those certain exclusives and restrictions set forth on Exhibit C attached hereto (the "**Restrictions**"), the right of first refusal set forth on Exhibit D attached hereto (the "**ROFR**"), and the right of first offer set forth on Exhibit E attached hereto (the "**ROFO**"). But it is expressly agreed that the vendor's lien, as well as the superior title in and to the Property, is retained against the Property until (1) the Note and all interest accrued thereunder is fully paid and (2) all obligations under the Deed of Trust are fully performed, according to the face, tenor, effect and reading of said Note and Deed of Trust, when this Special Warranty Deed with Vendor's Lien shall become absolute.

Each of the Restrictions, ROFR and ROFO shall terminate automatically without any additional action from either Grantor or Grantee at such time as Grantor, Adjoining Owner (as defined herein), or affiliates thereof cease to own all or any portion of that certain real property generally located at 6255 E. Mockingbird Lane, Dallas, TX 75214, as further described in that certain Warranty Deed from The Most Reverend Edward J. Burns, Bishop of the Roman Catholic Diocese of Dallas, and his successor in office, to STACP-RC, a Texas non-profit corporation ("**Adjoining Owner**"), dated October 9, 2020, recorded on October 15, 2020, as Instrument No. 202000283059, Real Property Records of Dallas County, Texas.

TO HAVE AND TO HOLD the herein described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the herein described property against all persons claiming by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions, the Restrictions, the ROFR, and the ROFO.

Except for the express representations and warranties of Grantor set forth in that certain Purchase & Sale Agreement and Joint Escrow Instructions dated April 4, 2022 (the "**Agreement**"), between Grantor and Grantee (and only to the extent that such representations and warranties survive this conveyance) or otherwise expressly stated herein, Grantor hereby conveys the Property to Grantee, and by its acceptance hereof Grantee hereby accepts the Property as follows:

GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD, AND GRANTEE IS ACQUIRING THE PROPERTY, IN ITS PRESENT CONDITION AND STATE OF REPAIR. GRANTEE SHALL ACCEPT THE PROPERTY IN AN "AS IS" "WHERE IS" CONDITION AND "WITH ALL FAULTS" (INCLUDING ANY AND ALL LATENT AND PATENT DEFECTS) AS OF THE CLOSING DATE OF THE AGREEMENT, EXCEPT FOR THE LIMITED WARRANTIES OF TITLE SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS (EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY EXHIBIT ATTACHED HERETO) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), ITS COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, AND GRANTOR HEREBY DISCLAIMS AND RENOUNCES ANY OTHER REPRESENTATION OR WARRANTY. GRANTEE UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES THAT UNKNOWN LIABILITIES MAY EXIST WITH RESPECT TO THE PROPERTY, THAT GRANTEE EXPLICITLY TOOK THAT POSSIBILITY INTO ACCOUNT IN DETERMINING AND AGREEING TO THE PURCHASE PRICE, AND THAT A PORTION OF SUCH CONSIDERATION, HAVING BEEN BARGAINED FOR BETWEEN THE PARTIES WITH THE KNOWLEDGE OF THE POSSIBILITY OF LIABILITIES, SHALL BE GIVEN IN EXCHANGE FOR A FULL ACCORD AND SATISFACTION AND DISCHARGE OF GRANTOR OF ALL SUCH LIABILITIES EXCEPT TO THE EXTENT OTHERWISE SET FORTH HEREIN. OTHER THAN THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, GRANTEE SHALL RELY SOLELY UPON THE RESULTS OF GRANTEE'S OWN INSPECTIONS AND JUDGMENT AND OTHER INFORMATION OBTAINED OR OTHERWISE AVAILABLE TO GRANTEE, RATHER THAN ANY INFORMATION OF GRANTOR, WHEN DETERMINING WHETHER TO PURCHASE THE PROPERTY. EXCEPT AS SPECIFICALLY REQUIRED HEREIN, GRANTOR IS UNDER NO DUTY TO MAKE AFFIRMATIVE DISCLOSURES OR INQUIRY REGARDING ANY MATTER WHICH MAY OR MAY NOT BE KNOWN TO GRANTOR.

GRANTEE ACKNOWLEDGES AND AGREES THAT IT IS ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY SUCH REPRESENTATION, WARRANTY, STATEMENT, OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY GRANTOR OR ANY REPRESENTATIVE OF GRANTOR OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF GRANTOR WITH RESPECT TO THE PROPERTY BUT RATHER IS RELYING UPON ITS OWN EXAMINATION AND INSPECTION OF THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION WILL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY TRANSFER DOCUMENT, AND BE INCORPORATED INTO ANY DEED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION WERE A MATERIAL FACTOR IN GRANTOR'S DETERMINATION OF THE CONSIDERATION FOR THE TRANSFER OF THE PROPERTY TO GRANTEE.

GRANTEE, ON BEHALF OF GRANTEE AND GRANTEE'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND ANYONE CLAIMING BY, THROUGH, OR UNDER GRANTEE (COLLECTIVELY, "GRANTEE PARTIES"), HEREBY FULLY AND IRREVOCABLY RELEASES GRANTOR AND GRANTOR'S AFFILIATES, PARENT COMPANIES AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, SUCCESSORS, AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THE BEHALF OF EACH OF THE FOREGOING (COLLECTIVELY, THE "GRANTOR PARTIES") FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, COSTS, LOSSES, LIABILITIES, OBLIGATIONS, LEGAL, OR ADMINISTRATIVE ORDERS, OR PROCEEDINGS, DAMAGES, PUNITIVE DAMAGES, EXPENSES, PENALTIES, FINES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, AND JUDGMENTS (COLLECTIVELY, "CLAIMS") THAT GRANTEE, ANY GRANTEE PARTY, OR ANYONE CLAIMING BY, THROUGH, OR UNDER GRANTEE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY GRANTOR PARTIES ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS, LATENT OR OTHERWISE, WHETHER GEOTECHNICAL, SEISMIC, OR OTHERWISE, AFFECTING THE PROPERTY OR ANY PORTION THEREOF.

Ad valorem taxes for the current year having been prorated between the parties hereto, Grantee hereby assumes liability for the payment thereof for the current year and for subsequent years.

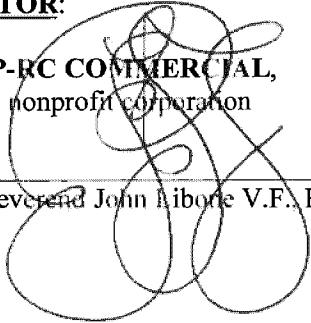
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IN WITNESS WHEREOF, this Special Warranty Deed with Vendor's Lien has been executed by Grantor and Grantee on, and is effective as of, this 15 day of July, 2022.

GRANTOR:

STACP-RC COMMERCIAL,
a Texas nonprofit corporation

Very Reverend John Libone V.F., President



STATE OF TEXAS

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§

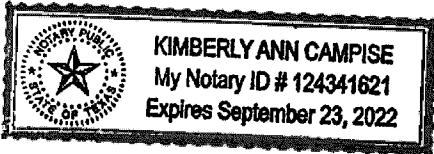
COUNTY OF DALLAS

This instrument was acknowledged and executed before me this 15th day of July, 2022, by Very Reverend John Libone, V.F., President of STACP-RC Commercial, a Texas nonprofit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of July, 2022.

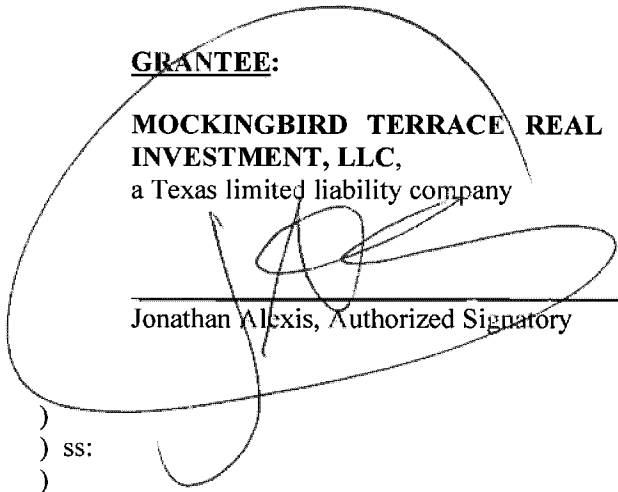
Notary Public

My Commission Expires: September 23, 2022



GRANTEE:

MOCKINGBIRD TERRACE REAL ESTATE INVESTMENT, LLC,
a Texas limited liability company



Jonathan Alexis, Authorized Signatory

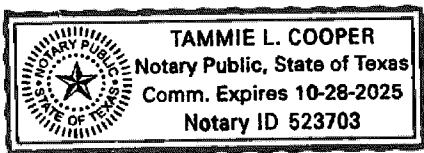
STATE OF TEXAS

COUNTY OF DALLAS

)
) ss:
)

This instrument was acknowledged and executed before me this 21 day of July, 2022, by Jonathan Alexis, Authorized Signatory of Mockingbird Terrace Real Estate Investment, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of July 2022.



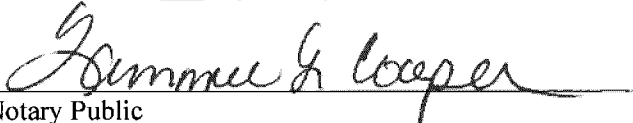

Notary Public
My Commission Expires: _____

EXHIBIT A
THE PROPERTY

PARCEL A:

Lot 2, in Block L/2953, of FIRST COMMUNITY ADDITION, an Addition to the City of Dallas, Texas, according to the Map thereof recorded in Volume 96004, Page 3604, of the Map Records of Dallas County, Texas.

PARCEL B:

EASEMENT ESTATE reserved in Deed from First Community Church of Dallas to Financial Systems, Inc., filed 10/02/1986, recorded in Volume 86193, Page 930 Deed Records, Dallas County, Texas.

It is the intent of Grantor to convey to Grantee (i) any and all real property described by the legal description set forth above, and, in addition, (ii) if and to the extent any real property owned by Grantor and located at or near 6221 E. Mockingbird Lane, Dallas, Texas and/or identified by Tax ID Number 00-29530-00L-002-0000 is not included within the legal description set forth above, such additional real property.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Restrictive covenants described in instrument recorded in Volume 94217, Page 4681, Real Property Records, Dallas County, Texas. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), is deleted.
2. The following easements and/or building lines, as shown on plat recorded in Volume 96004, Page 3604, Map Records, Dallas County, Texas, and shown on Survey by Mark N. Peeples, RPLS No. 6443, dated 06/15/2022 of Windrose Land Surveying (the "Survey"):
 - a. 10' street easement;
 - b. 10' X 10' corner clips dedication;
 - c. 10' X 10' water easement.
3. Easement granted by First Community Church of Dallas and Luby's Cafeteria's, Inc. to Texas Utilities Electric Company, filed 12/12/1995, recorded in Volume 95241, Page 2172, Real Property Records, Dallas County, Texas, and shown on the Survey.
4. Terms, provisions, and conditions of Declaration of Private Drainage Easement filed 06/27/2017, recorded in cc# 201700179833, Real Property Records, Dallas County, Texas, and noted on the Survey.
5. No liability is assumed hereunder with respect to chain link fence not lying on property line as shown on the Survey.
6. Encroachment of fiber optic vaults over south property line, as shown on the Survey.
7. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

EXHIBIT C
RESTRICTIONS

The following are prohibited main uses or primary purposes on the Property (collectively, the "**Restrictions**"):

1. A facility for abortion services or counseling or contraceptive distribution or counseling; provided, however, the foregoing restriction shall not apply to a facility counseling in support of the sanctity of life consistent with the teaching of the Roman Catholic Church.
2. A facility for the display, sale or leasing of obscene material such as adult products, adult books or adult audio/video products.
3. Any manufacturing or warehouse use, or a use which creates a hazardous condition, or, in whole or in part, a use involving the warehousing or the dumping or disposing of garbage or refuse.
4. An unlawful use.
5. A so-called "head" shop.
6. A facility for off-track betting, gambling (other than sales of tickets to a state approved lottery), or gaming.
7. A facility where the permitted main use emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building in the Property; provided, however, the foregoing restriction shall not apply to odors, noises and sounds attributable to the normal and customary operations of such permitted main use (it being understood that, by way of example only and without limitation, an otherwise permitted retail use or restaurant or bar and associated patio are specifically allowed).
8. A facility for the sale of recreational drugs, medical marijuana, or drug paraphernalia (it being understood that such restriction shall not apply to a retail use with the incidental sale of such items that may be used in a legal or prescribed form).
9. A billiard or pool hall (except as incidental to the operation of an otherwise permitted main use, such as, by way of example only and without limitation, a restaurant, bar, private club or meeting hall, etc.).
10. An establishment that prohibits a person under 21 years of age to enter the premises without parental or legal guardian supervision during all hours of operation (24/7, 365 days of the year), excluding staff or employees of such establishment.
11. A (a) facility whose purpose is an adult cabaret or live adult entertainment enterprise which is characterized by an emphasis on the intention to provide sexual stimulation or sexual gratification or characterized by an emphasis on matter depicting, simulating, describing, or relating to the human genitalia or breasts or (b) a restaurant with a sexual undertone and at which the wait staff wears only lingerie or bikini tops above the waistline (*e.g.* being similar in nature to Hooters or Twin Peaks).

No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under these Restrictions, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition of Grantor. A waiver once given by Grantor of these Restrictions is not to be construed as a waiver on any future occasion or against any other future owner, lessor, or operator of the Property.

EXHIBIT D
RIGHT OF FIRST REFUSAL

1. **Right of First Refusal.** Subject to the terms and conditions set forth below, Grantor reserves, and Grantor shall have the right and option, but not the obligation, to elect to purchase the Property or portions thereof, which such right may be exercised in Grantor's sole and absolute discretion.

(a) As used in this Paragraph 1, the term "**offer**" shall include, without limitation, any bona fide option proposed to be granted by Grantee; the term "**sold**," "**sell**" or "**sale**" shall include, without limitation, a sale or lease (except a Short Term Lease, as defined below), which is meant as an alternative to fee ownership of the Property, or any other disposition of the Property or any portion thereof, or any interest therein, including a partnership, membership or other ownership in the entity that owns the Property (any such sale, lease or other disposition shall be referred to as a "**Disposition**"); the term "**affiliate**" shall mean any Person (as hereinafter defined) that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Person in question; the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, partnership interests, by contract or otherwise; and the term "**Person**" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization, government agency or political subdivision thereof, or any other form of entity.

(b) Subject to the terms and conditions set forth below, if Grantee at any time receives a bona fide written offer acceptable to Grantee to purchase or makes a bona fide offer to an offeree to sell all or any portion of the Property or any interest therein (the Property, or such portion thereof, or such interest therein, being hereinafter referred to as the "**Offered Property**"), then Grantor shall have the right and option, but not the obligation, to purchase (the term "**purchase**" shall include a purchase, lease or other acquisition, as applicable, and the term "**purchaser**" shall include a purchaser, lessee or the party making such other acquisition), as applicable, the Offered Property on the following terms and conditions (the "**ROFR**"):

(i) If Grantee receives a bona fide offer acceptable to Grantee to buy or makes a bona fide offer to an offeree to sell all or any portion of the Property, Grantee shall provide Grantor with a written notice (the "**Grantee's Notice**") which shall (A) set forth the true identity of the proposed purchaser (including the identity of the principals of the purchaser, if known to Grantee), (B) include a description of the Offered Property, (C) include a description of all material terms of the proposed Disposition (including, without limitation, the price, earnest money and closing date) and (DC) offer to consummate such Disposition with Grantor upon the same terms and conditions as set forth in the Grantee's Notice (except as provided otherwise in the provisions of this Paragraph 1 below). The Grantee's Notice shall have attached to it a true, correct and complete copy of the letter of intent, contract of sale, lease, or other agreement that governs the rights and obligations of Grantee and the proposed purchaser with respect to the proposed Disposition (the "**Disposition Document**"). Any time periods in the Grantee's Notice shall be deemed extended to allow Grantor the full 10-business day period following receipt of the Grantee's Notice in which to decide whether to exercise the ROFR.

(ii) During the 10-business day period following Grantor's actual receipt of the Grantee's Notice (the "**Response Period**"), Grantor shall have the right to exercise the ROFR by written notice to Grantee. If (1) Grantor does not elect to purchase the Offered Property by delivering written notice of such election to Grantee within the Response Period (it being understood that time is of the essence and Grantor's failure to timely reply as aforesaid shall be a deemed election not to exercise the ROFR) or (2) Grantor and Grantee enter into a contract for the

sale of the Property pursuant to the terms below but Grantor fails to consummate such transaction for any reason other than as a result of Grantee's default thereunder, then Grantee may effect a Disposition of the Offered Property to the proposed purchaser identified in the Grantee's Notice (A) at a price, rental and/or other consideration to be paid by the proposed purchaser ("**Economic Consideration**") that is not less than 95% of the Economic Consideration that would have been paid by Grantor if Grantor had elected to purchase the Offered Property pursuant to the Grantee's Notice, and (B) upon other material terms and conditions that are not more favorable to the proposed purchaser than those offered to Grantor in the Grantee's Notice; provided such closing occurs no later than two hundred and ten (210) days after the expiration of the Response Period; and provided further that if such closing to the proposed purchaser does not occur within such 210-day period, Grantee shall again be required to comply with this Paragraph 1 before it makes any other Disposition of the Property. The Disposition Document must contain an acknowledgement from such bona fide third party purchaser of the Property (an "**Approved Third Party**") that the Property is subject to the ongoing rights, obligations, terms and conditions set forth in this Exhibit D and Exhibit E of this Special Warranty Deed with Vendor's Lien, conveying the Property from Grantor to Grantee.

(iii) If the Offered Property sold to an Approved Third Party after compliance with the terms of this Paragraph 1 is less than all of the Property, the ROFR shall remain in full force and effect for all other portions of the Property.

(iv) If Grantor does not elect to accept Grantee's offer with respect to a Disposition in accordance with the terms hereof, and such Disposition from Grantee is not made on the Economic Consideration and other terms set forth in the Disposition Document (subject to the 210-day closing period and other terms set forth above), the ROFR shall remain in full force and effect with respect to the Offered Property.

(v) If Grantor exercises the ROFR by delivering written notice of such exercise to Grantee within the Response Period, Grantor and Grantee shall enter into the transaction described in, and upon the terms set forth in, the Grantee's Notice and the Disposition Document, including entering into an agreement of purchase and sale on the same substantive terms and conditions stated in the Disposition Document.

(vi) Notwithstanding any provision contained herein to the contrary, the provisions of this Paragraph 1 shall not apply to (A) an Exempt Transfer; or (B) a Short Term Lease (as defined below); provided, however, the provisions of this Paragraph 1 shall survive such Exempt Transfer, and the Property shall continue to be subject to the ROFR. As used herein, "**Exempt Transfer**" means (a) transfers of all or part of the Property made for estate planning purposes of Grantee; (b) transfers of all or part of the Property to any party which, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with Grantee; (c) transfers of all or part of the Property to any entity in which the Grantee, directly or indirectly, through one or more intermediaries, maintains an interest; (d) any foreclosure by a third-party lender; or (e) a sale of the Property by the Grantee as part and parcel to a so-called "sale-leaseback transaction." As used herein, "**Short Term Lease**" shall mean an arms-length lease of less than the entire leasable space within any building on the Property or for a primary term of not more than fifteen (15) years. By way of illustration, if an office building is constructed on the Property, Grantee shall have the right, without triggering the ROFR, to lease office space within such building so long as any such lease is for less than the entire leasable space within the building or for a primary term of not more than fifteen (15) years (e.g., an office tenant).

(vii) Notwithstanding any provision contained herein to the contrary, in the event Grantee retains a lien on the Offered Property and subsequently forecloses such lien, the ROFR shall be automatically reinstated, and Grantee (and its successors in interest) shall not consummate any further sale of the Offered Property without again complying with the terms of Paragraph 1. Further notwithstanding any provision contained herein to the contrary, the ROFR shall not apply in the event that Grantor has elected to not exercise its ROFO (described in Exhibit E of this Deed) upon the terms and conditions specified in the Proposal (as defined in Exhibit E of this Deed) delivered to Grantor, provided no material changes are made thereto and (if Grantor and Grantee had entered into a contract for the sale of the Property but fails to consummate such sale).

(viii) The ROFR shall not apply to any mortgage of the Property or any portion thereof to secure the repayment of borrowings by Grantee. A foreclosure sale by such lender shall not be a sale to which the ROFR shall be applicable, but the Property shall continue to be subject to the ROFR following such foreclosure sale, and any purchaser at such a foreclosure sale shall acquire the Property subject to the ROFR. Grantor shall execute and deliver any instruments reasonably requested by Grantee to evidence the agreements of Grantor pursuant to this Paragraph 1. A "foreclosure sale" as referenced in this Exhibit D shall include a non-judicial or judicial foreclosure and a conveyance in lieu of foreclosure.

2. **Miscellaneous.**

(a) Upon Grantor's election to exercise the ROFR, at Grantor's option Grantor and Grantee shall use commercially reasonable good faith efforts to negotiate a purchase and sale agreement as soon as reasonably possible thereafter on the terms stated in this Exhibit D, unless the Disposition Document is a purchase and sale agreement in which case the same substantive shall become the purchase and sale agreement between the Grantor and Grantee. Notwithstanding the foregoing, the Disposition Document shall contain the terms and conditions that are required by the Roman Catholic Diocese of Dallas in connection with the acquisition of real estate assets. If Grantor thereafter fails to consummate the sale, then Grantee may effect a Disposition of the Offered Property to the proposed purchaser identified in the Grantee's Notice as aforesaid and Grantee shall be entitled to exercise any remedies afforded at law or in the Disposition Document.

(b) If any action at law or in equity involving the matters covered by this Exhibit D, including an action for declaratory relief, is brought to enforce, defend or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of litigation from the other.

(c) Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, or (ii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices hand delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following the date of deposit in the U.S. mail.

If to Grantor: 6306 Kenwood Avenue
 Dallas, Texas 75215
 Attn: Financial Controller

If to Grantee: 6025 Royal Lane
Suite 110
Dallas, Texas 75230

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

(d) Grantor and Grantor's affiliates, successors and assigns shall have the right, but not the obligation, to enforce the ROFR. Enforcement may be made by any proceedings at law or in equity against any person or entity violating or attempting to violate any part of ROFR, including, without limitation, to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, and the enforcing party shall be entitled to relief by way of injunction or specific performance as well as any other remedy either at law or in equity. The rights, powers and remedies provided herein shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise of any particular right, power or remedy shall not be deemed an election of remedies or to preclude resort to other rights, powers or remedies. No delay or failure to invoke any available right, power or remedy in respect to a breach of the ROFR shall be held to be a waiver of (or estop a party from asserting) any right, power or remedy available upon the recurrence or continuance of said breach or the occurrence of a different breach.

(e) This **Exhibit D** may not be amended except by written document signed by Grantor or Grantor's affiliates, successors or assigns. The ROFR shall be a covenant running with the land conveyed hereby for the benefit of Grantor and Grantor's affiliates, successors and assigns, and shall be binding on Grantee and Grantee's successors, heirs, executors, administrators, other legal representatives, affiliates, and assigns (including any successor owner of the Property or any part thereof or any interest therein, whether in fee, license, leasehold, or otherwise).

(f) Time is of the essence with respect to the performance of the parties' obligations under this **Exhibit D**.

(g) If any term or provision of this **Exhibit D** is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Special Warranty Deed.

(h) Notwithstanding any provision of this **Exhibit D** to the contrary, if any provision of this ROFR would be unlawful, void, or voidable by reason of any applicable law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

EXHIBIT E
RIGHT OF FIRST OFFER

1. **Right of First Offer.** Subject to the terms and conditions set forth below, Grantor reserves, and Grantor shall have the right and option, but not the obligation, the right of first offer, to elect to purchase the Property or portions thereof, which such right and option may be exercised in Grantor's sole and absolute discretion.

(a) Before (i) offering any sale or lease (excluding a Short Term Lease, as defined below) of the Property or any portion thereof to an unaffiliated third party (a "**Transfer**") or (ii) marketing the Property for a specified price ("**Marketing for Sale**") (any Transfer and Marketing for Sale being herein sometimes collectively referred to as "**Dispositions**" and separately as a "**Disposition**"), Grantee shall notify Grantor in writing of such proposed Disposition and shall include with such notification the term sheet, letter of intent, memorandum of understanding, agreement or marketing materials, if any (collectively, the "**Proposal**") setting forth the material terms and conditions of Grantee's proposed Disposition. Any Proposal shall include all material terms of the proposed Disposition as may be reasonably necessary to enable Grantor to fairly evaluate the proposed Disposition and to make an informed election pursuant to Subsection 1.1(b) below, and shall include (without limitation, but it being understood that absent any other material terms, providing the following shall satisfy this requirement): (1) a description of the nature, extent and condition of the interest to be transferred and the warranty of title thereto to be transferred; (2) the purchase price for such interest; (3) the terms of payment of the purchase price for such interest; (4) the material terms of any promissory note to evidence all or any portion of such purchase price; (5) the earnest money requirements (amount and form); (6) the due diligence, title review and closing schedules; (7) a summary of the representations and warranties (if any) to be made by Grantee with respect to the interest to be transferred; (8) a list of any conditions to the obligations of Grantee and/or purchaser to close the Disposition; (9) if applicable, the material terms of any operating, management or service agreement(s), or any right of first refusal, right of first offer, or repurchase agreement(s), relating to and/or to be executed in connection with the closing of such Disposition; (10) a listing of any commissions, fees, costs or other expenses or payments to be paid by the purchaser in connection with the closing of such Disposition; (11) the allocation of closing costs between Grantee and the purchaser; and (12) a description of the remedies to be available to Grantee and the purchaser in the event of default by the other party under the terms of such proposed Disposition. Grantor acknowledges, understands and agrees that Grantee shall not be required to have identified a protective or potential purchaser, or to have negotiated or executed a term sheet, letter of intent, memorandum of understanding, contract or other agreement with any such prospective or potential purchaser, before delivering a Proposal to Grantor. The term "**affiliate**" shall mean any Person (as hereinafter defined) that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Person in question; the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, partnership interests, by contract or otherwise; and the term "**Person**" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization, government agency or political subdivision thereof, or any other form of entity.

(b) Grantor shall have sixty (60) days after receipt of the notice (the "**Response Period**") provided for in Section 1(a) above within which to notify Grantee in writing that Grantor (or an affiliate of Grantor): (i) elects to exercise its right of first offer upon the terms and conditions contained in and within the closing schedule contemplated by the Proposal; or (ii) elects not to exercise its right of first offer. If Grantor timely elects to exercise its right of first offer, then Grantee promptly shall prepare, and the parties shall execute within twenty (20) days following Grantor's notice of the election to exercise its right of first offer, a purchase and sale agreement containing the terms, conditions and schedule set forth in the Proposal, and including provisions that are required by the Roman Catholic Diocese of Dallas in

connection with the acquisition of real estate assets. Such right of Grantor is referred to herein as the **“ROFO.”**

(c) In the event that Grantor provides Grantee a written acceptance of the ROFO Notice (the **“ROFO Exercise Notice”**) on or before the expiration of the Response Period (the **“ROFO Deadline”**), then the Grantor and Grantee shall close the re-conveyance of the Property or any interest therein (the Property, or such portion thereof, or such interest therein, being hereinafter referred to as the **“Offered Property”**) to Grantor on the day that is one-hundred and eighty (180) days after delivery of the ROFO Exercise Notice and such re-conveyance shall be pursuant to the terms set forth in Paragraph 3 below.

(d) If (i) Grantor fails to deliver a ROFO Exercise Notice on or before the ROFO Deadline (it being understood that time is of the essence and Grantor’s failure to timely reply as aforesaid shall be a deemed election not to exercise the ROFO) or (ii) pursuant to the terms below but Grantor fails to consummate such transaction for any reason other than as a result of Grantee’s default thereunder, then Grantee may thereafter effect a Disposition of the Offered Property to an Approved Third Party (as defined below) upon the terms and conditions specified in the Proposal delivered to Grantor as hereinabove described, provided no material changes are made thereto and (if Grantor and Grantee had entered into a contract for the sale of the Property as aforesaid but fails to consummate such sale) Grantee shall be entitled to exercise any remedies afforded at law or in the Disposition Document. Subsequent minor or immaterial changes in the terms and conditions of the proposed Disposition shall not require resubmission of the proposed Disposition to Grantor. Without limiting the generality of the term **“material change”**, any decrease in the price in excess of five percent (5.0%) exclusive of any price reduction to account for deficiencies in the physical plant situated on the Property, or any change in the terms of payment of the purchase price or payment terms of any promissory note, or any increase in the time schedule for due diligence and/or closing in excess of sixty (60) days in each such case, or any material change in the representations and warranties, conditions to closing or allocation of closing costs, or any material change in the economic terms of any operating, management or service agreement(s), or any material change in the terms of any right of first refusal, right of first offer, or repurchase agreement(s), as set forth or described in the Proposal submitted to Grantor as herein provided, shall be deemed to be a material change. Without limiting the generality of the term **“minor or immaterial change”**, any subsequent increase in the price to be paid by the purchaser shall be deemed a minor or immaterial change unless the terms of payment of such increased purchase price, or the payment terms of any promissory note evidencing all or any portion of such increased purchase price, also are changed.

In the event a material change is made in the terms and conditions of a proposed Disposition, the proposed Disposition shall be resubmitted to Grantor as herein provided. Grantor shall have ten (10) days from the date of such resubmission within which to elect to exercise its right of first offer, as materially changed, or to elect not to consummate the proposed Disposition, as materially changed. Grantor shall be deemed conclusively to have elected not to exercise its right of first offer, as materially changed, unless, within such ten (10) day period, Grantor notifies Grantee in writing of its election to exercise its right of first offer, as materially changed. All provisions of this Agreement shall apply to a proposed Disposition that has been materially changed and resubmitted to Grantor in the same manner and with the same force and effect as such provisions apply to a proposed Disposition initially submitted to Grantor as herein provided.

(e) Notwithstanding the foregoing, any unaffiliated third party purchaser (an **“Approved Third Party”**) must acknowledge and agree that the Offered Property is subject to the rights, obligations, terms and conditions set forth in this **Exhibit E** and the right of first refusal set forth in **Exhibit D** of this Special Warranty Deed with Vendor’s Lien, conveying the Property from Grantor to Grantee.

(f) Notwithstanding any provision contained in this Paragraph 1 to the contrary, Grantor's ROFO shall not apply to any (i) an Exempt Transfer; or (ii) a Short Term Lease (as defined below); provided, however, the provisions of this Paragraph 1 shall survive such Exempt Transfer, and the Property shall continue to be subject to the ROFO. As used herein, "**Exempt Transfer**" means (1) transfers of all or part of the Property made for estate planning purposes of Grantee; (2) transfers of all or part of the Property to any party which, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with Grantee; or (3) transfers of all or part of the Property to any entity in which the Grantee, directly or indirectly, through one or more intermediaries, maintains an interest; (4) any foreclosure by a third-party lender; or (5) a sale of the Property by the Grantee as part and parcel to a so-called "sale-leaseback transaction." As used herein, "**Short Term Lease**" shall mean an arms-length lease of less than the entire leasable space within any building on the Property or for a primary term of not more than fifteen (15) years. By way of illustration, if an office building is constructed on the Property, Grantee shall have the right, without triggering the ROFO, to lease office space within such building so long as any such lease is for less than the entire leasable space within the building or for a primary term of not more than fifteen (15) years (e.g., an office tenant).

(g) [reserved].

(h) In the event that the ROFO terminates with respect to a portion of the Property or Grantor fails to timely exercise its ROFO with respect to a portion of the Property, the ROFO shall remain in full force and effect with respect to all other portions of the Property.

2. **Miscellaneous.**

(a) If any action at law or in equity involving the matters covered by this **Exhibit E**, including an action for declaratory relief, is brought to enforce, defend or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of litigation from the other.

(b) Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, or (ii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices hand delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following the date of deposit in the U.S. mail.

If to Grantor: 6306 Kenwood Avenue
 Dallas, Texas 75215
 Attn: Financial Controller

If to Grantee: 6025 Royal Lane
 Suite 110
 Dallas, Texas 75230

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

(c) Grantor and Grantor's affiliates, successors, and assigns shall have the right, but not the obligation, to enforce the ROFO. Enforcement may be made by any proceedings at law or in equity

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN Exhibit E - 3

against any person or entity violating or attempting to violate any part of ROFO, including, without limitation, to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, and the enforcing party shall be entitled to relief by way of injunction or specific performance as well as any other remedy either at law or in equity. The rights, powers and remedies provided herein shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise of any particular right, power or remedy shall not be deemed an election of remedies or to preclude resort to other rights, powers or remedies. No delay or failure to invoke any available right, power or remedy in respect to a breach of the ROFO shall be held to be a waiver of (or estop a party from asserting) any right, power or remedy available upon the recurrence or continuance of said breach or the occurrence of a different breach.

(d) This **Exhibit E** may not be amended except by written document signed by Grantor or Grantor's affiliates, successors or assigns. The ROFO shall be a covenant running with the land conveyed hereby for the benefit of Grantor and Grantor's affiliates, successors and assigns, and shall be binding on Grantee and Grantee's successors, heirs, executors, administrators, other legal representatives, affiliates and assigns (including any successor owner of the Property or any part thereof or any interest therein, whether in fee, license, leasehold, or otherwise).

(e) Time is of the essence with respect to the performance of the parties' obligations under this **Exhibit E**.

(f) If any term or provision of this **Exhibit E** is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Special Warranty Deed.

(g) Notwithstanding any provision of this **Exhibit E** to the contrary, if any provision of this ROFO would be unlawful, void, or voidable by reason of any applicable law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202200202687

eRecording - Real Property

Recorded On: July 25, 2022 08:48 AM

Number of Pages: 17

" Examined and Charged as Follows: "

Total Recording: \$86.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202200202687
Receipt Number: 20220722000749
Recorded Date/Time: July 25, 2022 08:48 AM
User: Kevin T
Station: CC18

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.