

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS, AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)

TO BE FILLED IN PERSONALLY BY SELLER IN HIS/HER OWN HANDWRITING

File Number: 2661762

Subject Property: Lot 1, in Block A, of DENTON AREA TEACHERS CREDIT UNION ADDITION, an addition in Denton County, Texas, according to the map or plat thereof recorded in/under Cabinet I, Page 317 of the Map/Plat Records of Denton County, Texas.

State of Texas)
) SS
County of Denton)

Before me, the undersigned authority, on this day personally appeared Serve Lewisville, Inc., Owner-Borrower*, personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of the affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
NONE.	

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes, or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
City of Lewisville	\$2,500,000.00

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

NONE.

4. No parties in possession other than affiant except as follows: (If NONE, write "NONE" on blank line)

NONE.

5. There is no agreement or contract for sale or conveyance, purchase options or rights of first refusal, or deed, conveyance by written lease, or writing whatsoever, affecting the title to the Land, except those in connection with which this affidavit is given. There are no parties in possession of the Land other than the Affiant(s).
6. The Affiant(s) is/are not aware of, nor have permitted, the storage or disposal of any hazardous materials or waste on the Land.
7. The Affiant(s) is/are not aware, and have not been told, that any fence or other improvements on the Land encroach over any building lines, easements or property lines.
8. Affiant(s) is/are not aware, and have not been told, that any fence or other improvements by our neighbors encroach over our property lines.
9. The Land has actual pedestrian and vehicular access based on a legal right of access to the Land.

10. The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller(s)'s U.S. employer identification number (or social security number) is: XXX-XX- 6231 . Seller(s)'s address (office address, if seller is an entity, home address if seller(s) is/are an individual) is: 1001 S. EDMONDS LN, DENTON, TEXAS 76068

11. Seller acknowledges that the pay-off statements received by Stewart Title Company from current mortgagees may be subject to said mortgagee's final audit after receipt of pay-off funds resulting in a demand by said mortgagee for additional funds and Seller upon request agrees to forward said funds forthwith.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER AND/OR TITLE COMPANIES (INCLUDING UNDERWRITER) IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

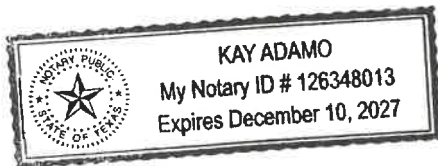
I realize that the Purchaser and/or Lender and title companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Pat Smith
Serve Lewisville, Inc.

State of Texas
County of Denton

Sworn to and subscribed before me, the undersigned authority by Pat Smith as President of Serve Lewisville, Inc. on this 30 day of June, 2025.

Kay Adamo
Notary Public in and for the State of Texas
My Commission Expires: December 10, 2027



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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT THE UNDERSIGNED, **SERVE LEWISVILLE, INC.**, a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN SELL and CONVEY unto **THE CITY OF LEWISVILLE, TEXAS**, a home rule city and municipal corporation of Denton County, Texas ("Grantee") whose address is c/o City Manager's Office, 151 West Church Street, Lewisville, Texas 75057, all of Grantor's right, title and interest in and to that certain real property located in Denton County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the "Land"), together with any and all improvements located thereon (the "Improvements"), and all of Grantor's right, title and interest, if any, in and to all water, air and mineral rights, all water and wastewater capacity and related rights allocable to the Land, and all appurtenances thereto including, but not limited to, strips or gores between the above-described Land and abutting properties and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to the described Land, drainage facilities, utilities, water rights, consents, licenses, permits, entitlements, bonds, reservations, privileges and rights of ingress and egress appurtenant to the Land (being collectively referred to herein as the "Property").

This conveyance is made and accepted subject only to those certain matters set forth on **Exhibit B** attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's 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 Property unto the said Grantee, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS.]

EXECUTED to be effective as of this 1 day of July, 2025.

GRANTOR:

SERVE LEWISVILLE, INC.,
a Texas non-profit corporation

By: 

Name: Patrick Smith

Title: President

THE STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on June 30, 2025, by Patrick Smith, the President and authorized signatory of SERVE LEWISVILLE, INC., a Texas non-profit corporation, on behalf of such non-profit corporation.

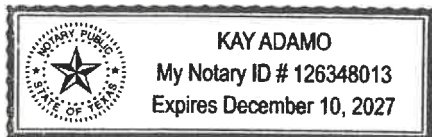
Kay Adamo
Notary Public, State of Texas

My Commission Expires:

December 10, 2027

Notary's name printed:

Kay Adamo



UPON RECORDING RETURN TO:

Bracewell LLP
1445 Ross Avenue, Suite 3800
Dallas, Texas 75202-2724
Attention: Christie Latimer

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot 1, in Block A, of Denton Area Teachers Credit Union Addition, an addition in Denton County, Texas, according to the map or plat thereof recorded in/under Cabinet I, Page 317 of the Map/Plat Records of Denton County, Texas.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Restrictive covenants recorded in/under Cabinet I, Page 317 of the Map/Plat Records of Denton County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.
2. Easements and building setback lines as shown on plat recorded in/under Cabinet I, Page 317, Map/Plat Records, Denton County, Texas, as shown on survey dated, October 4, 2022, prepared by Jerald D. Yensan, a Registered Professional Land Surveyor No. 4561.
3. Right-of-Way Easement granted to Brazos Electric Power Cooperative, Inc. by instrument recorded in/under Volume 1400, Page 412 of the Deed Records of Denton County, Texas and as shown on Plat recorded in Cabinet I, Page 317, of the Map/Plat Records of Denton County, Texas, as shown on survey dated, October 4, 2022, prepared by Jerald D. Yensan, a Registered Professional Land Surveyor No. 4561.
4. Right-of-Way Easement granted to Brazos Electric Power Cooperative, Inc. by instrument recorded in/under Volume 1421, Page 806 of the Deed Records of Denton County, Texas, as shown on survey dated, October 4, 2022, prepared by Jerald D. Yensan, a Registered Professional Land Surveyor No. 4561.
5. 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.

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

RELEASE OF DEED OF TRUST

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

To secure the payment of the indebtedness therein recited, **SERVE LEWISVILLE, INC.**, a Texas nonprofit corporation (the "Grantor"), appearing therein by and through its duly authorized representatives, executed and delivered to Kellie Fister Stokes, as the trustee for the benefit of **CITY OF LEWISVILLE**, a home rule city and municipal corporation of Denton, County, Texas (the "Beneficiary"), that certain **Deed of Trust** dated as of November 9, 2022, duly recorded on June 12, 2025 as Document No. 64248, Official Public Records of Denton County, Texas (the "Deed of Trust"), covering the interests and properties described therein, including, without limitation, all of Grantors' right, title and interest in and to certain land, buildings and improvements described on Exhibit A attached hereto and incorporated herein (the "Property").

NOW, THEREFORE, for and in consideration of Grantor deeding the Property to Beneficiary on or immediately following the date hereof, and for other valuable consideration paid to it, the receipt and sufficiency of which is hereby acknowledged, Beneficiary has **RELEASED** and **DISCHARGED**, and by these presents hereby **RELEASES** and **DISCHARGES** the Property from all of the rights, security interests, mortgages, liens, assignments, charges, titles, equities and all other encumbrances created by the Deed of Trust. The releases described in this paragraph are full (and not partial) and are intended to completely and finally release or otherwise completely and finally discharge all present and future interests of Beneficiary arising from the Deed of Trust. Beneficiary expressly waives and releases all present and future rights to establish or enforce the Deed of Trust as security for payment of any future or other indebtedness.

[SIGNATURE PAGE TO FOLLOW]

EFFECTIVE as of the 1st day of July, 2025

BENEFICIARY:

THE CITY OF LEWISVILLE, TEXAS,
a home rule city and municipal corporation of
Denton County, Texas

By: Claire Powell
Name: Claire Powell
Title: City Manager

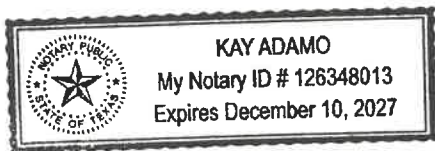
THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on June 30, 2025, by Claire Powell the City Manager and authorized signatory of THE CITY OF LEWISVILLE, TEXAS, a home rule city and municipal corporation of Denton County, Texas, on behalf of such home rule city and municipal corporation.

Kay Adamo
Notary Public, State of Texas

My Commission Expires:
December 10, 2027

Notary's name printed:
Kay Adamo



AFTER RECORDING, PLEASE RETURN TO:
Bracewell LLP
1445 Ross Ave., Suite 3800
Dallas, Texas 75202
Attention: Christie Latimer

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot 1, in Block A, of Denton Area Teachers Credit Union Addition, an addition in Denton County, Texas, according to the map or plat thereof recorded in/under Cabinet I, Page 317 of the Map/Plat Records of Denton County, Texas.

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of July 1, 2025 (the "Effective Date"), by and among **SERVE LEWISVILLE, INC.**, a Texas non-profit corporation ("Assignor") and **THE CITY OF LEWISVILLE, TEXAS**, a home rule city and municipal corporation of Denton County, Texas ("Assignee").

RECITALS:

A. Assignor and Assignee entered into that certain Nonprofit Center Loan Agreement, dated as of November 9, 2022 (the "Loan Agreement"), pursuant to which Assignee agreed to provide Assignor with the Loan (used herein as defined therein), evidenced by that certain Promissory Note, dated as of November 9, 2022, made by Assignor for the benefit of Assignee (the "Note"), and secured by that certain Deed of Trust, dated effective as of November 9, 2022 and executed June 11, 2025, by Assignor for the benefit of Assignee (the "Deed of Trust") and together with the Note and the Loan Agreement, the "Loan Documents").

B. In partial repayment of the Note, Assignor has agreed to convey, and Assignee has agreed to accept, all of Assignor's right, title and interest in and to that certain real property located in Denton County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the "Land"), together with any and all buildings, fixtures and other improvements located thereon, including, without limitation, the building commonly known as the "Serve Lewisville Center" located at 1001 S. Edmonds Lane, Lewisville, TX 75067 (collectively, the "Improvements" and together with the Land, the "Facility") pursuant to that certain Special Warranty Deed, dated as of the Effective Date, by Assignor to Assignee (the "Deed" and together with this Agreement, collectively, the "Conveyance Documents").

C. In connection with Assignor's conveyance of the Facility to Assignee, Assignor also desires to sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest in and to certain other assets related to the Facility, as more fully described herein and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Conveyance and Assignment.

(a) Pursuant to and in accordance with the terms and conditions of this Agreement, Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby irrevocably, absolutely and unconditionally grants, bargains, sells, conveys, transfers, sets over, confirms, delivers and assigns unto Assignee, and its successors and assigns forever, the following (collectively, the "Assigned Property"):

(i) all of Assignor's respective legal and beneficial right, title and interest in and to that certain bank account held at Denton Area Teachers Credit Union (DATCU), account number 0001238422-20, account name "SERVE LEWISVILLE INC" (the "Bank Account"), together with all of Assignor's right, title and interest in and to all cash, accrued interest and other amounts in all such Bank Account (the "Available Cash");

(ii) all of Assignor's right, title and interest in and to all fixtures, chattels, furniture, equipment, supplies, inventory, and articles of personal property (hereinafter, the "Personal Property") attached to or located in or upon the Facility or any portion thereof, or otherwise used in connection with the ownership or operation of the Facility or any portion thereof;

(iii) all of Assignor's right, title and interest in and to all those permits, licenses, certificates, approvals, authorizations, variances and consents (including any and all presently pending applications therefor) affecting the Land, the Facility or any portion thereof issued to Assignor or to its predecessors in interest in the Land as holder, claimant, licensee, permittee, successor in interest, applicant and/or owner or lessor of the Land, by any and all federal, state, county, municipal and local governments, and all departments, commissions, boards, bureaus and offices thereof, having or claiming jurisdiction over the Facility (collectively, the "Permits"), whether or not the same may presently be in full force and effect, all to the extent that Assignor may lawfully transfer the same to Assignee;

(iv) all of Assignor's right, title and interest in and to all warranties and guaranties affecting the Facility and/or the Personal Property, or any portion thereof (collectively, the "Warranties"), all to the extent that Assignor may lawfully transfer the same to Assignee; and

(v) all of Assignor's right, title and interest in and to all appraisals, surveys, architectural and/or engineering renderings, plans and specifications, soils and other geological reports and studies, and all other reports, studies and other information relating in any way to development and/or use of the Facility or any portion thereof.

(b) Assignor irrevocably, absolutely and unconditionally grants, bargains, sells, conveys, transfers, sets over, confirms, delivers and assigns unto Assignee, and its successors and assigns forever, the Assigned Property, free and clear of all liens, encumbrances, claims, mortgages, pledges, security interests or charges of any kind.

(c) Contemporaneously with the execution of this Agreement and on the Effective Date, Assignor expressly agrees and acknowledges that it shall transfer all Available Cash in the Bank Account to Assignee pursuant to the written instructions provided by Assignee prior to the Effective Date and shall take all other actions necessary to assign all of Assignor's right, title and interest in and to the Bank Account to Assignee.

2. **Excluded Property.**

(a) Notwithstanding anything contained in any Conveyance Document or any other documents executed in connection with the transaction contemplated by this Agreement to the contrary, Assignee shall not assume or accept any of the following (collectively, the "Excluded Property"):

(i) any and all right, title, interest or liability which Assignor may have pursuant to any service contracts, utility agreements or equipment leases affecting or encumbering the Facility or any portion thereof, including, without limitation: (1) that certain Lease Agreement (Agreement No. Q-08861), dated July 24, 2023, by and between Assignor, as Lessee, and Datamax, Inc. Leasing Division, as Lessor (the "Datamax Lease"); (2) that certain Short-Term Rental Agreement, dated June 20, 2023, by and between Assignor, as Lessee, and Datamax, Inc. Leasing Division, as Lessor (the "Datamax Rental Agreement" and together with the Datamax Lease, collectively, the "Datamax Agreements"; (3) that certain Letter Agreement, dated March 14, 2023, by Regency Maintenance Service; (4) that certain Landscape Maintenance Proposal, dated April 12, 2023, between Trinity Landscaping LLC d/b/a Southern Services and Assignor; (5) any agreements entered into prior to the Effective Date by Assignor and Customized Fire & Security; and (6) any agreements entered into prior to the Effective Date by Assignor and Adams Exterminating (collectively, the "Service Contracts");

(ii) any and all equipment, machinery or supplies used or leased by Assignor pursuant to the Datamax Agreements (collectively the "Datamax Equipment"); and

(iii) any and all tenant space leases, licenses, rental agreements or occupancy agreements affecting or encumbering the Facility or any portion thereof, entered into by Assignor prior to the Effective Date (collectively, the "Tenant Leases").

(b) Prior to the Effective Date, Assignor shall be responsible, at Assignor's sole cost and expense, to: (i) terminate or cause the termination of all Service Contracts, including providing any notice required by any Service Contract and paying any termination fees or expenses or other charges arising thereunder whether due prior to or following the Effective Date; (ii) remove all Datamax Equipment from the Facility; (iii) terminate or cause the termination of all Tenant Leases, including providing any notice required by any Tenant Lease and paying any termination fees or expenses or other charges arising thereunder whether due prior to or following the Effective Date; and (iv) cause all tenants of the Facility (other than the Boys & Girls Clubs of Greater Tarrant County) to vacate the Facility in accordance with the terms and conditions of their respective Tenant Lease.

(c) ASSIGNOR HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND ASSIGNEE AND ITS AGENTS, EMPLOYEES OFFICERS,

DIRECTORS, COUNCIL MEMBERS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL OBLIGATIONS, LIABILITIES, COSTS, CLAIMS, DAMAGES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM (WHETHER ARISING OR ACCRUING PRIOR TO OR AFTER THE EFFECTIVE DATE): (I) ANY OF THE SERVICE CONTRACTS, (II) ANY OF THE DATAMAX EQUIPMENT, (III) ANY OF THE TENANT LEASES (IV) ASSIGNOR'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS EXPRESSLY SET FORTH HEREIN; OR (V) ASSIGNOR'S BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4 BELOW.

3. **Assumption.** Assignee hereby accepts the sale, conveyance and assignment of the Assigned Property (but expressly excluding the Excluded Property).

4. **Assignor Representations and Warranties.** As a material inducement to Assignee to enter into this Agreement and perform the transaction contemplated herein, Assignor hereby makes the following representations and warranties, each of which are true, complete and accurate as of the Effective Date, and each of which is material and is being relied upon by Assignee:

(a) **Authority.** Assignor is duly organized, validly existing and in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas. Assignor has the legal right, power and authority to enter into this Agreement and the Deed and to consummate the transactions contemplated hereby and thereby, and the execution, delivery and performance of the Conveyance Documents have been duly authorized and have been, or contemporaneously herewith, will be, properly executed and constitute the valid and binding legal obligations of Assignor, enforceable in accordance with their respective terms, and no other action by Assignor is requisite to the valid and binding execution, delivery and performance of the Conveyance Documents. The individuals executing the Conveyance Documents on behalf of Assignor have the right, power and authority to do so.

(b) **Title.** Assignor has good and marketable fee simple title to the Facility, subject only to the matters disclosed in the Deed, and has good and valid title to all Assigned Property. The Facility, the Assigned Property and any portion thereof is free and clear of all liens, encumbrances, claims, mortgages, pledges, security interests or charges of any kind.

(c) **No Conflicts.** The execution and delivery of the Conveyance Documents by Assignor and the consummation by Assignor of the transactions contemplated by the Conveyance Documents will not violate any judgment, order, injunction, decree, regulation, or ruling of any court or authority or conflict with, result in a breach of, or constitute a default under any order, obligation agreement or instrument to which Assignor is a party or by which it is bound.

(d) **Lawsuits and Pending Actions.** There are no judgments presently outstanding and unsatisfied against Assignor related to the Facility, the Assigned

Property or any portion thereof. There is no action, litigation, investigation, condemnation or eminent domain proceedings of any kind pending or threatened against Assignor, the Facility, the Assigned Property or any portion thereof) (i) which could adversely affect the Facility, the Assigned Property, any portion thereof or Assignor's title thereto, or (ii) which would have a materially adverse effect on Assignor's power or authority to enter into or perform its obligations under any of the Conveyance Documents.

(e) Notice of Violations. Assignor has not received written notice from any governmental or quasi-governmental authority having jurisdiction over the Facility, the Assigned Property or any portion thereof of any violation of any applicable law, rule, regulation, ordinance, or code, and Assignor does not know of any such violation.

(f) Condemnation. Assignor has not received any written notice from any governmental authority of any pending or threatened proceedings in eminent domain which would affect the Facility or any portion thereof.

(g) Leases. The list of Tenant Leases attached hereto as **Exhibit B** is true and complete and sets forth all Tenant Leases that were in effect immediately prior to the Effective Date. Prior to the Effective Date, Assignor has provided Assignee with true, complete and correct copies of all Tenant Leases that that were in effect at the Facility immediately prior to the Effective Date. As of the Effective Date, there are no, outstanding Tenant Leases, leases, occupancy agreements, options or rights of first refusal with respect to the Land, the Facility, the Assigned Property or any portion thereof pursuant to which Assignor is a party. No person or entity (other than Assignee pursuant to the Conveyance Documents) has a right to acquire any interest in the Land, the Facility, the Assigned Property or any portion thereof. All amounts payable by Assignor under any of the Tenant Leases have been paid in full prior to the Effective Date.

(h) Service Contracts. The list of Service Contracts attached hereto as **Exhibit C** is true and complete and sets forth all Service Contracts, service agreements, equipment leases, vendor contracts and similar documentation related to the use, operation or maintenance of the Facility or any portion thereof (collectively, the "Contracts") that were in effect immediately prior to the Effective Date. Prior to the Effective Date, Assignor has provided Assignee with true, complete and correct copies of all Tenant Leases that that were in effect at the Facility immediately prior to the Effective Date. As of the Effective Date, all Service Contracts have been terminated. All taxes, fees, assessments, charges and other amounts payable by Assignor under any of the Contracts or otherwise in connection with Assignor's use, ownership and operation of the Facility, the Assigned Property or any portion thereof have been paid in full prior to the Effective Date.

(i) Operating Statements. Prior to the Effective Date, Assignor has delivered to Assignee true, correct and complete copies of all bank statements related to the Bank Account for the twelve (12) month period prior to the Effective Date, and such bank

statements accurately evidence the amount of Available Cash in the Bank Account as of the Effective Date (subject to the payment of Facility bills and expenses incurred in the ordinary course of business consistent with past practices between the date of the most recent bank statement provided by Assignor and the Effective Date). Since the date of the most recent bank statement provided to Assignee by Assignor, Assignor has not made any payments or withdrawals other than payment of Facility bills and expenses incurred in the ordinary course of business consistent with past practices. Other than the Bank Account, there are no other bank, savings or other financial accounts maintained by or on behalf of Assignor in connection with the ownership and operation of the Facility, and all Available Cash is held in the Bank Account as of the Effective Date.

(j) Licenses and Permits and Warranties. Assignor has all Permits and Warranties necessary for the use, occupancy and operation of the Facility (including, without limitation, all certificates of occupancy), all of which are in full force and effect, and Assignor has not taken or failed to take any action that would result in their revocation, and has not received any written notice of an intention to revoke any of the Permits or Warranties. All such Permits and Warranties shall be conveyed by Assignor to Assignee upon execution of this Agreement.

(k) OFAC. Neither Assignor nor any of its employees, representatives or agents is a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(l) Employees. As of the Effective Date, Assignor has no employees at the Facility.

(m) Environmental Matters. Assignor has not received any written notice from any governmental authority of any violation of any Environmental Law (defined below) related to the Facility or any portion thereof, and Assignor has no knowledge of any threatened, pending or existing violation of any Environmental Law related to the Facility. As used herein, the term “Environmental Law” shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement governing or relating to Hazardous Materials (as defined below) or the environment, together with their implementing regulations, ordinances and guidelines, including, without limitation the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), as amended by the Hazardous and Solid Wastes Amendments of 1984, the Hazardous Substances Transportation Act, the Toxic

Substances Control Act, the Clean Water Act (33 U.S.C. § 1321 et seq.), the Clean Air Act, the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such Environmental Laws have been amended and/or supplemented from time to time prior to the Effective Date, and any and all rules and regulations promulgated under any of the above. As used herein, "Hazardous Substances" means all "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them including, without limitation, (A) asbestos, radon gas, electromagnetic waves, urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing polychlorinated biphenyls, (B) any solid, liquid, gaseous or thermal contaminant, including smoke vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products or byproducts, asbestos, PCBs, phosphates, lead or other heavy metals, chlorine, or radon gas, (C) any solid or liquid wastes (including hazardous wastes), hazardous air pollutants, hazardous substances, hazardous chemical substances and mixtures, toxic substances, pollutants and contaminants, and (D) any other chemical, material or substance, the use or presence of which, or exposure to the use or presence of which, is prohibited, limited or regulated by any Environmental Laws.

(n) Survival; Remedies. All the representations, warranties, covenants, and agreements made by the Assignor herein shall expressly survive for a period of two (2) years following the Effective Date and shall not be merged upon execution and recording of the Deed. In the event Assignee or any of its agents, employees, officers, directors, council members and/or representatives suffers or incurs any liability, costs, damages or expenses due to the result of the breach by Assignor of any of the representations and warranties set forth herein, then in addition to the indemnity provided in Section 2(c) above, Assignee shall be permitted to pursue all rights available at law or in equity.

5. Further Assurances. Assignor, for itself, its successors and assigns, further covenants and agrees that it shall from time to time at the other's written request, and without further consideration, execute and deliver or cause the execution and delivery of all such other instruments of conveyance and assignment and take such further action as the other may reasonably require effectively to (i) convey and assign to Assignee, or to perfect or record the Assignee's legal and beneficial right to, title to or interest in, the Assigned Property, and (ii) otherwise to carry out the provisions hereof and the transactions contemplated hereby and thereby.

6. Amendments. This Agreement and any of the provisions hereof may not be amended or modified except by an instrument in writing and signed by each party hereto.

7. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

8. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PROVISIONS THEREOF REGARDING CONFLICTS OF

LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF OTHER JURISDICTION.

9. **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

10. **Headings**. The descriptive headings used in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.


11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ASSIGNOR:

SERVE LEWISVILLE, INC.,
a Texas non-profit corporation

By: 
Name: PATRICK C. T. SMITH
Title: PRESIDENT

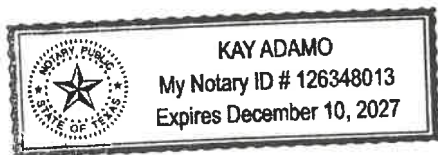
THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on June 30, 2025, by Patrick Smith, the President and authorized signatory of SERVE LEWISVILLE, INC., a Texas non-profit corporation, on behalf of such non-profit corporation.

Kay Adamo
Notary Public, State of Texas


My Commission Expires:
December 10, 2027

Notary's name printed:
Kay Adamo




ASSIGNEE:

THE CITY OF LEWISVILLE, TEXAS,
a home rule city and municipal corporation of
Denton County, Texas

By: 
Name: Claire Powell
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on June 30, 2025, by Claire Powell, the City Manager and authorized signatory of THE CITY OF LEWISVILLE, TEXAS, a home rule city and municipal corporation of Denton County, Texas, on behalf of such home rule city and municipal corporation.


Notary Public, State of Texas

My Commission Expires:
December 10, 2027

Notary's name printed:
Kay Adamo

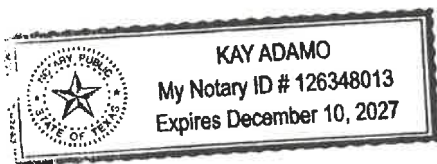


EXHIBIT A

LAND LEGAL DESCRIPTION

Lot 1, in Block A, of Denton Area Teachers Credit Union Addition, an addition in Denton County, Texas, according to the map or plat thereof recorded in/under Cabinet I, Page 317 of the Map/Plat Records of Denton County, Texas.

EXHIBIT B

LIST OF TENANT LEASES

1. Lease Agreement, dated November 7, 2023, by and between Serve Lewisville, Inc., as Landlord, and City of Lewisville, as Tenant
2. Lease Agreement, dated July 10, 2023, by and between Serve Lewisville, Inc., as Landlord, and MHMR of Tarrant County, as Tenant
3. Lease Agreement, dated October 1, 2023, by and between Serve Lewisville, Inc., as Landlord, and Single Parent Advocate Incorporated, as Tenant
4. Lease Agreement, dated December 5, 2023, by and between Serve Lewisville, Inc., as Landlord, and Community Services, Inc., as Tenant
5. Lease Agreement, dated July 1, 2024, by and between Serve Lewisville, Inc., as Landlord, and Boys & Girls Clubs of Greater Tarrant County, as Tenant
6. Lease Agreement, dated July 10, 2023, by and between Serve Lewisville, Inc., as Landlord, and Boys & Girls Clubs of Greater Tarrant County, as Tenant
7. Membership Agreement, dated November 25, 2024, by and between Serve Lewisville, Inc., as Provider, and Refuge For Women, Inc, as User
8. Membership Agreement, dated November 25, 2024, by and between Serve Lewisville, Inc., as Provider, and The Creative Wellness Project, as User

EXHIBIT C

LIST OF SERVICE CONTRACTS

1. Lease Agreement (Agreement No. Q-08861), dated July 24, 2023, by and between Serve Lewisville, Inc., as Lessee, and Datamax, Inc. Leasing Division, as Lessor
2. Short-Term Rental Agreement, dated June 20, 2023, by and between Serve Lewisville, Inc., as Lessee, and Datamax, Inc. Leasing Division, as Lessor
3. Letter Agreement, dated March 14, 2023, by Regency Maintenance Service
4. Landscape Maintenance Proposal, dated April 12, 2023, between Trinity Landscaping LLC d/b/a Southern Services and Serve Lewisville