

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into as of the Effective Date (defined below) between **ALLEGIANCE TELECOM COMPANY WORLDWIDE**, a Delaware corporation ("Seller"), and **CARRELL CLINIC JV II**, a Texas joint venture ("Purchaser").

### AGREEMENTS:

In consideration of the mutual covenants set forth herein and other valuable consideration, whose receipt and sufficiency are hereby acknowledged by Seller and Purchaser, the parties agree as follows:

Section 1. **Sale and Purchase.** Seller shall sell, convey, and assign to Purchaser, and Purchaser shall purchase and accept from Seller, for the Purchase Price (defined below) and on and subject to the terms and conditions herein set forth, the tracts or parcels of real property situated in Dallas County, Texas, described on Exhibit A, together with all rights and interests appurtenant thereto (the "Property"). Upon Bankruptcy Court Approval, defined below, the Property shall be sold, conveyed, and assigned to Purchaser at Closing (defined below) free and clear of all liens, claims, and any other encumbrances whatsoever except for the Permitted Encumbrances (defined below).

Section 2. **Purchase Price.** The price (the "Purchase Price") for which Seller shall sell, convey, and assign the Property to Purchaser, and which Purchaser shall pay to Seller, is \$6,000,000.00, and shall be paid in cash as set forth in Section 11(a)(1).

Section 3. **Earnest Money.** Within two business days after the Effective Date, Purchaser shall deliver to Republic Title of Texas, Inc., whose address is 2626 Howell Street, 10<sup>th</sup> Floor, Dallas, Texas 75204 ("Title Company"), either a cashier's check or wire transfer in the amount of \$100,000.00, which the Title Company shall immediately deposit for collection in an interest-bearing account at a federally insured banking institution (such amount, together with all interest earned thereon, the "Earnest Money"). Seller and Purchaser stipulate that Purchaser's deposit of the Earnest Money is sufficient consideration for this Agreement, including without limitation, Purchaser's right of inspection and termination pursuant to Section 4 herein. If Purchaser shall fail to timely deposit the Earnest Money as provided for herein, then, at Seller's option, this Agreement shall be terminated, except for any provisions hereof which expressly survive such termination.

Section 4. **Right of Inspection; Inspection Period.**

(a) **Right of Inspection.**

(1) During the Inspection Period (defined below), Seller agrees that Purchaser and its authorized agents or representatives shall be entitled to enter upon the Property, and make such reasonable investigations, studies and tests, including, without limitation, surveys, and environmental and engineering studies, as Purchaser deems necessary or

advisable; provided, however, that Purchaser shall not be permitted to conduct physical or invasive testing (including, without limitation, any environmental testing other than a Phase I or Phase II study) without Seller's prior written consent. Seller's prior written consent for physical or invasive inspections or testing other than a Phase I or Phase II environmental testing may be conditioned upon receipt of a detailed description of the proposed physical or invasive inspection or testing, a list of contractors who will be performing the physical or invasive inspection or testing, evidence of insurance satisfactory to Seller, and such other information as Seller reasonably requires in connection with such proposed inspection or testing.

(2) Purchaser agrees that in conducting any inspections, investigations or tests of the Property, Purchaser and its agents and representatives shall (A) not unreasonably interfere with the operation and maintenance of the Property, (B) not damage any part of the Property or any personal property located thereon owned or held by any third party, (C) not intentionally injure or otherwise cause bodily harm to Seller or its guests, agents, invitees, contractors and employees, (D) maintain comprehensive general liability insurance for coverage of such risks, and in amounts of no less than that currently maintained by Seller and, if requested by Seller, Purchaser shall deliver a certificate of insurance verifying such coverage to Seller prior to entry upon the Property, (E) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property, (F) not permit any liens or other encumbrances to attach to the Property or any part thereof by reason of the exercise of Purchaser's rights hereunder, (G) fully restore the Property to the condition in which the same was found before any such inspection or tests were undertaken, (H) not reveal or disclose (to the extent not otherwise disclosed or part of the public records) any information obtained concerning the Property to anyone outside Purchaser's organization, except in accordance with the confidentiality standards set forth in Section 17 herein, (I) permit Seller and its agents and representatives to be present during any such inspection, investigation or test, and (J) not enter the Property except in accordance with Section 4.(a)(1) above.

(3) Purchaser will indemnify, defend, and hold Seller and its shareholders, officers, directors, agents, employees, controlling persons and affiliates (individually a "**Seller Party**" and collectively the "**Seller Parties**") harmless from all losses, costs, liens, claims, causes of action, liability, damages and expenses, including, without limitation, reasonable attorneys' fees incurred by any Seller Party as a result of, in connection with, or arising out of, Purchaser's or its agents' entry upon or inspections, tests or investigations of the Property conducted by or on behalf of Purchaser. Purchaser's obligations under Section 4(a)(3) shall survive the termination of this Agreement for any reason for a period of one (1) year.

(b) **Environmental Inspection Period.** If, during the Inspection Period (defined below), Purchaser discovers the presence of Hazardous Substances (as such term is defined herein) not otherwise disclosed by Seller (the "**Environmental Condition**"), Purchaser shall notify Seller in writing (which notice shall be accompanied by a report, assessment or study prepared by an independent, third-party environmental engineer licensed by the State of Texas) of the existence of such Environmental Condition and that Purchaser may terminate the

Agreement due to the Environmental Condition (the "**Notice**") prior to the end of the Inspection Period. If Seller fails to remove or otherwise remediate the Environmental Condition within sixty (60) days after delivery to Seller of the Notice (the "**Remediation Period**") within ten days following the expiration of the Remediation Period (the "**Notice Period**"), Purchaser shall have the right to elect to terminate this Agreement effective immediately upon delivery to Seller of a written notice of termination (the "**Termination Notice**"), in which event this Agreement shall be deemed terminated and the parties shall have no further rights or obligations with respect thereto, except for any rights or remedies which expressly survive such termination. If a Termination Notice is not delivered to Seller on or before the expiration of the Notice Period, Purchaser's right of termination pursuant to this Section 4.(b) shall terminate, shall be deemed to be waived, Purchaser shall be deemed to have accepted any Environmental Condition existing on the Property and Purchaser and Seller shall proceed to Closing in accordance with, and subject to, the terms and provisions of this Agreement. Any removal or remediation of the Environmental Condition commenced by Seller shall be completed prior to Closing. Notwithstanding the above, if Seller shall be proceeding diligently and in good faith to remove the Environmental Condition, the Closing Date shall be extended for each day that Seller is remediating the Environmental Condition. Notwithstanding anything herein to the contrary, unless Seller shall undertake to remediate the Environmental Condition as provided above, Seller shall not otherwise have any obligation to remediate any Environmental Condition. Upon receipt of the Notice, Seller may decline the opportunity to remediate the Environmental Condition by providing a notice to Purchaser in writing at any time during the Remediation Period following the receipt of the Notice, in which case the Remediation Period shall terminate immediately upon the date such written notice is given, and the Notice Period shall commence.

(c) **Inspection Period.** Seller covenants and agrees that Purchaser shall have sixty (60) days (the "Inspection Period") from the Effective Date within which to make any inspections, investigations, and feasibility studies Purchaser deems necessary or appropriate. At Purchaser's option, Purchaser may, prior to the expiration of the Inspection Period, extend the Inspection Period three (3) times each for an additional thirty (30) calendar day period by, in each case, (i) delivering written notice to Seller of Purchaser's election to extend the Inspection Period prior to the end of the Inspection Period and (ii) remitting an extension fee in the amount of \$25,000 with the Title Company (collectively such payments, with interest thereon, the "**Extension Fee**"). All Extension Fees will become part of the Earnest Money and at Closing will be credited on the Purchase Price.

(d) **Zoning Approval.** As a condition of Purchaser's obligation to close the transaction described in this Agreement, Purchaser shall have obtained Zoning Approval from the City of Dallas to permit development of the Property for use as medical offices, including outpatient services, as described in detail in Exhibit E ("**Intended Use**"). Purchaser covenants and agrees to file and pursue diligently an application for rezoning the Property at Purchaser's sole cost and expense within fifteen (15) days from the Effective Date. Prior to expiration of the initial Inspection Period, Purchaser shall furnish Seller with a copy of the application for rezoning the Property filed with the City of Dallas. Purchaser's failure to furnish Seller with such copy will constitute a default under this Agreement by Purchaser. Seller agrees to cooperate with Purchaser at no expense to Seller by joining in the execution of the zoning application. As used in this Agreement, the phrase "Zoning Approval" means the approval of

the City of Dallas of the Intended Use, and, if necessary, the adoption by the Dallas City Council of an ordinance changing or modifying the zoning classification of the Property, whether by waiver or amendment, to allow the Intended Use, contingent upon Purchaser's purchase of the Property. If Purchaser has not obtained Zoning Approval prior to the expiration of the Inspection Period this Agreement will terminate and Purchaser will be entitled to a refund of the Earnest Money, except for the Option Fee. Once Zoning Approval is obtained, Purchaser's right to elect any further extensions of the Inspection Period shall terminate.

Section 5. **Title.** Seller shall furnish to Purchaser, at Seller's sole cost and expense, a preliminary title commitment ("**Title Commitment**") issued by the Title Company for the Property as soon as possible after acceptance of this Agreement, but in any event within twenty (20) days after full execution of this Agreement, together with legible copies of all easements, restrictions, and other encumbrances of record set forth as exceptions in the Title Commitment, including the Disclosure Items attached as Exhibit D. Purchaser shall have a period ("**Review Period**") of ten (10) days from receipt of the latter of the Survey, as defined herein, and the Title Commitment in which to object to (i) any of said exceptions contained in the Title Commitment or (ii) any matters shown on the Survey. If Purchaser objects to any Permitted Encumbrances or to matters set forth in the Survey, Purchaser shall notify Seller of such objections in writing within said Review Period and Seller shall have a period ("**Cure Period**") of ten (10) days following receipt of the objections during which to cure said objections. If Purchaser fails to deliver its written objections to the Permitted Encumbrances or the Survey within the Review Period to Seller, Purchaser shall be deemed to have accepted such Title Commitment, Survey and all Permitted Encumbrances. If Seller is unable to cure said objections, if any, as set forth herein, Purchaser shall have the right to (i) terminate this Agreement and receive a refund of the Earnest Money, except for \$100 ("**Option Fee**"); or (ii) accept such title as Seller has and proceed to Closing, in which event it shall be conclusively deemed that Purchaser has accepted such title as Seller has at Closing. If Purchaser does deliver written objections and does not deliver to Seller written notice of Purchaser's election to terminate this Agreement within five (5) days after expiration of the Cure Period, Purchaser shall waive said objections and Purchaser's right to terminate this Agreement pursuant to the terms set forth in this paragraph and shall be deemed to have accepted such Title Commitments, Survey and all Permitted Encumbrances. For purposes of this Agreement, the phrase "**Permitted Encumbrances**" means only those exceptions approved by Purchaser (either expressly or which are deemed accepted as set forth herein) which are set forth in the Title Commitment including the Disclosure Items attached as Exhibit D or disclosed on the Survey.

Section 6. **Survey.** Seller shall furnish to Purchaser, at Seller's sole cost and expense, within twenty (20) days after full execution of this Agreement, a current perimeter staked boundary survey ("**Survey**") of the Property made by a registered professional land surveyor licensed by the State of Texas selected by Purchaser and who is reasonably acceptable to the Title Company together with a metes and bounds description. The Survey and the field notes will be used as the legal description on the Warranty Deed to be executed by Seller and delivered to Purchaser at Closing, as well as the actual square footage of the Property. The Survey will contain the surveyor's certification of all matters required to be certified thereon addressed to Purchaser, Seller, and the Title Company; and will

- (a) include a new survey plat of the Property showing dimensions, describing monuments for corners, and the north direction;
- (b) locate and show on the Survey plat lines and include metes and bounds legal descriptions of the Property;
- (c) show all existing improvements (such as buildings, power lines, fences, etc.) and show any applicable setback requirements from the front, rear, and side boundary lines of the Property;
- (d) show the location and dimensions of all utility and other easements (setting forth book and page number), alleys, streets, roads, rights-of-way, creeks, and watercourses of record or apparent on the date of the Survey, and a reference to their recording, if any, and the location and dimensions of all existing improvements, highways, streets, roads, fences, or rights-of-way on or adjacent to the Property;
- (e) identify any portion of the Property within a FEMA 100-year floodplain and contain the surveyor's calculation and certification of the number of square feet within a FEMA 100-year floodplain; or a certification that no portion of the Property is in a FEMA 100-year floodplain; and that the Property does not lie within any flood prone area as designated by the U.S. Army Corps of Engineers;
- (f) identify any encroachments upon or protrusions from the Property and contain the surveyor's certification that there are no such encroachments or protrusions except those shown;
- (g) contain the surveyor's certification as to the number of Gross Square Feet contained in the Property. For purposes of this Agreement, the phrase "**Gross Square Feet**" means the gross area contained within the boundaries of the Property.

Section 7. **Representations, Warranties, and Covenants.**

(a) **Seller.** Seller represents and warrants to, and covenants with, Purchaser that:

(1) On May 14, 2003, Allegiance Telecom, Inc. and its direct and indirect subsidiaries, including Seller, each filed voluntary petitions for reorganization pursuant to Chapter 11, Title 11 of the United States Code, Case Number 03-13057 (RDD) ("**Bankruptcy Case**"), in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**"), and Seller is currently operating its business and managing its property as a debtor-in-possession. In connection with the transactions contemplated by this Agreement, Seller will be selling the Property to Purchaser pursuant to section 363 of the Bankruptcy Code.

(2) Seller is the sole owner of the Property, will obtain the requisite approval of the Bankruptcy Court by January 30, 2004, unless the hearing date on Seller's Motion to approve this Agreement is extended by the Bankruptcy Court, is authorized to execute and deliver this Agreement subject to such Bankruptcy Court Approval, and upon Bankruptcy Court Approval will have the right to convey good and marketable title to the Property to the Purchaser, free and clear of any and all encumbrances, except for the Permitted Exceptions. "**Bankruptcy Court Approval**" means the entry by the

Bankruptcy Court of an order approving this Agreement and the transactions contemplated hereby pursuant to the Bankruptcy Code, and all periods for the appeal, modification or other reconsideration of such order having expired without any such appeal, or request for modification or other reconsideration having been filed and not withdrawn.

(3) Other than the Bankruptcy Case, there are no actions, suits, claims, assessments, or proceedings pending or to Seller's knowledge, threatened, that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder, and Seller has not received any written notices from governmental authorities that the Property is in violation of any applicable law.

(4) Seller shall not apply for any zoning variances or similar changes of the permitted use or development of the Property, without Purchaser's prior written consent (not to be unreasonably withheld, conditioned or delayed), from the Effective Date until the earlier of (1) the Closing or (2) termination or expiration of this Agreement.

(5) Seller shall not impose any restrictions, easements or other encumbrances on the Property, without Purchaser's prior written consent, from the Effective Date until the earlier of (1) the Closing or (2) termination or expiration of this Agreement.

(6) No lease agreements, oral or written, are in effect with respect to the Property, and that Seller will not enter into any such lease agreement affecting the Property, without Purchaser's prior written consent, from the Effective Date until the earlier of (1) the Closing or (2) termination or expiration of this Agreement.

(7) After the full execution of this Agreement, Seller will cease from any further marketing of the Property and will not entertain or accept any other offers or sign any back-up contracts, except as required by the Bankruptcy Court.

(b) **Purchaser**. Purchaser represents and warrants to, and covenants with, Seller that:

(1) Purchaser has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

(2) To Purchaser's knowledge there are no actions, suits, claims, assessments, or proceedings pending or threatened that could materially adversely affect Purchaser's ability to perform hereunder.

(3) Purchaser is currently in compliance with and shall at all times prior to Closing remains in compliance with the 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) and any statute, executive order (including 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 relating thereto.

(4) Purchaser will cooperate with Seller in obtaining Bankruptcy Court approval of this Agreement. Purchaser will supply evidence of its ability to Close this transaction, such as a letter of qualification from a national bank or other third party mortgage company, and such other documents or evidence as are reasonably requested by Seller in order to file, present and finalize the Bankruptcy Court Approval (defined below) of this Agreement.

(c) No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller. No broker, agent, or party other than Purchaser is authorized to make any representation or warranty for or on behalf of Purchaser. Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had actual knowledge as of Closing or of which the other party received written notice prior to Closing. The provisions of this Section 7(c) shall survive the Closing.

(d) Purchaser acknowledges that Purchaser has had, or by the Closing will have had, the opportunity to independently and personally inspect the Property and that Purchaser has entered into this Agreement based upon its ability to make such examination and inspection. Except for the express representations and warranties contained in Section 7(a) and the warranty of title set forth in the Deed, the Property is to be sold to and accepted by Purchaser at Closing in its then-present condition, **AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.** Notwithstanding anything contained herein to the contrary, it is understood and agreed that, except for the express representations and warranties of Seller contained in Section 7 (a), Seller and Seller's agents or employees have not made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (1) matters of title (other than Seller's warranty of title set forth in the Deed to be delivered at Closing);(2) environmental matters of any kind relating to the Property or any portion thereof (including the condition of the soil or groundwater beneath the Property); (3) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes; (4) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (5) drainage; (6) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any under shoring; (7) zoning to which the Property or any portion thereof may be subject, including Purchaser's ability to secure Zoning Approval for the Intended

Uses; (8) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric; (9) usages of adjoining property; (10) access to the Property or any portion thereof; (11) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof; (12) the presence of Hazardous Substances (hereinafter defined) in or on, under or in the vicinity of the Property; (13) the condition or use of the Property by parties other than Seller or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws prior to Seller's ownership of the Property; (14) the existence or non-existence of underground storage tanks;(15) any other matter affecting the stability or integrity of the Property; (16) the potential for further development of the Property; (17) the existence of vested land use, zoning or building entitlements affecting the Property; (18) the merchantability of the Property or fitness of the Property for any particular purpose, including the intended Uses, (Purchaser affirming that Purchaser has not relied on Seller's or Seller's agents' or employees' skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular-purpose); or (19) tax consequences. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 7(a) AND THE WARRANTY OF TITLE SET FORTH IN THE DEED, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO PURCHASER, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. PURCHASER SHALL RELY ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS AGREEMENT, AND SHALL SURVIVE CLOSING.

Section 8. Investigative Studies. If Purchaser terminates this Agreement for any reason, Purchaser shall deliver to Seller concurrently with Purchaser's written notice of such termination, copies of any and all reports, tests or studies involving structural or geologic conditions, Environmental Conditions, hazardous waste or Hazardous Substances contamination of the Property, if any; provided, however, Purchaser shall have no obligation to cause any such tests or studies to be performed on the Property. Seller hereby acknowledges that Purchaser has not made and does not make any warranty or representation regarding the truth or accuracy of any such studies or reports and has not undertaken any independent investigation as to the truth or accuracy thereof. Purchaser shall have no liability or culpability of any nature as a result of having provided such information to Seller or as a result of Seller's reliance thereon.

Section 9. Purchaser Represented by Counsel. Purchaser hereby represents and warrants to Seller that: (a) Purchaser is represented by legal counsel in connection with the transaction contemplated by this Agreement; and (b) Purchaser is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Purchaser's



residence. Purchaser waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

Section 10. **Purchaser's Release of Seller.** The Seller Parties are hereby released from all responsibility and liability regarding the condition (including the presence in the soil, air, structures and surface and subsurface waters, of materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, rules, regulations or guidelines ("**Hazardous Substances**"), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever. Without limitation, Purchaser specifically releases Seller Parties from any claims it or its successors and assigns may have against Seller now or in the future under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended; and the Texas Solid Waste Disposal Act, Tex. Health & Safety Code, Chapter 361, as amended; any other analogous state or federal statute; and common law arising from the environmental conditions of the Property or the presence of Hazardous Substances, solid wastes, or any other pollutants or contamination the Property. Purchaser expressly acknowledges that Purchaser has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of any Seller Party, relating to the Property which are not contained in this Agreement or in the Deed, and that Purchaser is acquiring the Property in its present condition and state of repair, "as is, where is", with all defects, latent or apparent. Purchaser acknowledges that any information of any type which Purchaser has received or may receive from any Seller Party, including, without limitation, any environmental reports and surveys, is furnished on the express condition that Purchaser shall make an independent verification of the accuracy of such information, all such information being furnished without any warranty whatsoever.

Section 11. **Closing.** The Closing shall occur on the next business day after fifteen (15) days after both (1) the receipt by Purchaser of Zoning Approval, as defined herein, and (2) Bankruptcy Court approval, or on such other date as the parties shall designate by written agreement (the "**Closing Date**"), as such date may be mutually extended, in the offices of Title Company commencing at 10:00 a.m. Dallas, Texas time. At the Closing the following, which are mutually concurrent conditions, shall occur:

(a) Purchaser, at its expense, shall deliver or cause to be delivered to Seller the following:

(1) No later than 1:00 p.m., Dallas, Texas time on the Closing Date, immediately available cash funds in the amount of the Purchase Price as specified in Section 2, adjusted in accordance with Section 11 of this Agreement;

(2) evidence satisfactory to Seller and Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so; and

(3) any other document or instrument reasonably required by the Title Company to consummate the Closing pursuant to the terms set forth herein.

(b) Seller, at its expense, shall deliver or cause to be delivered to Purchaser the following:

(1) One (1) Special Warranty Deed (the "**Deed**") in the form of Exhibit B, fully executed and acknowledged by Seller, conveying to Purchaser the Property, subject only to the Permitted Encumbrances;

(2) certificate in the form of Exhibit C meeting the requirements of 1445 of the Internal Revenue Code of 1986, executed and sworn to by Seller;

(3) Owner policy of title insurance in the amount of the Purchase Price issued by Title Company, insuring that Purchaser is the owner of indefeasible fee simple title to the Property subject only to the Permitted Encumbrances and the standard printed exceptions included in a Texas standard form of owner's policy of title insurance, as modified by the Title Company at Purchaser's request; however, the standard exception for taxes shall be limited to the year in which the Closing occurs, and subsequent years and subsequent assessments for prior years due to change in land usage or ownership. At Purchaser's election, and at Seller's sole expense, if the Survey is acceptable to the Title Company for such purposes, the standard exception pertaining to "discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements," shall be deleted except for "shortages in area"; the policy in the form set forth above shall be referred to herein as the "**Owner's Policy**";

(4) evidence satisfactory to Purchaser and the Title Company that the persons executing and delivering the Closing documents on behalf of Seller have full right, power and authority to do so; and

(5) any other document or instrument reasonably required by Purchaser or the Title Company to consummate the Closing pursuant to the terms set forth herein.

(c) Purchaser shall pay (1) the cost of recording the Deed and any other conveyance documents Purchaser may choose to record, (2) any expenses or charges incurred in connection with any loan obtained by Purchaser, (3) one-half of all escrow fees or similar charges of the Title Company, and (4) the cost of obtaining any other items required to be delivered by Purchaser to Seller at Closing, or for which Purchaser is responsible for the cost as provided herein.

(d) Ad valorem taxes for the current year will be prorated at the Closing effective as of the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall indemnify and hold Seller Parties harmless from and against all costs, claims and liabilities (including, without limitation, penalties, interest and other charges) arising out of Purchaser's failure to timely pay all such taxes and assessments. The provisions of this Section 11(d) shall survive the Closing without limitation.

(e) Title Company shall apply the Earnest Money, less the Option Fee, to the cash portion of the Purchase Price and deliver the Extension Fees and Option Fee to Seller.

(f) Upon completion of the Closing, Seller shall deliver to Purchaser possession of the Property, subject only to the Permitted Encumbrances.

Section 12. **Commissions.** Upon Closing, Seller agrees to pay the Principal Broker named below and Purchaser agrees to pay the Cooperating Broker named below a real estate brokerage fee in the amount set forth in separate commission agreements. Such real estate brokerage fee will be paid in cash, but such payment is conditioned upon Closing of the transaction described in this Agreement. As provided for in the Texas Real Estate License Act, Purchaser is advised to have an abstract of title for the Property examined by an attorney of its choice, or to obtain a policy of title insurance.

Section 13. **Taking Before Closing.** If, before Closing, all or any material part of the Property becomes subject to condemnation or eminent domain proceedings, then Seller shall promptly notify Purchaser thereof ("**Seller's Notice**"). Purchaser may elect to proceed with the Closing (subject to the other provisions of this Agreement) by delivering notice thereof to Seller within five business days after receipt of Seller's Notice, but Purchaser shall be entitled to all condemnation awards payable as a result of such taking and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser at Closing Seller's rights to such awards. Alternatively, Purchaser may elect to terminate this Agreement pursuant to Section 14 by delivering written notice thereof to Seller within five business days after Purchaser's receipt of Seller's notice described above. If, within five business days after Purchaser's receipt of a Seller's Notice, Seller does not receive written notice from Purchaser of Purchaser's election not to purchase the Property, Purchaser shall have waived such election under this Section 13. If, before Closing, less than a material part of the Property becomes subject to condemnation or eminent domain proceedings, then Seller shall notify Purchaser thereof, Purchaser shall have no right to terminate this Agreement, and the parties shall proceed with the Closing, but Purchaser shall be entitled to all condemnation awards payable as a result of such taking and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser at Closing Seller's rights to such awards. For the purposes of this Section 13, a taking shall be considered to be "material" if the portion of the Property taken results in a decrease of at least twenty percent of the Gross Square Feet.

Section 14. **Termination and Remedies.**

(a) If Purchaser elects to exercise any right of termination it may have under the Agreement, then (1) this Agreement shall terminate and Purchaser shall have no further right to purchase the Property, and (2) the Earnest Money, less the Option Fee shall be delivered to Purchaser.

(b) If Purchaser defaults on its obligations hereunder or otherwise fails to consummate the purchase of the Property pursuant to this Agreement for any reason other than its election not to purchase the Property pursuant to a right granted to Purchaser in this Agreement, then Seller, as its sole and exclusive remedy and by delivery of written

notice thereof to Purchaser, may (1) terminate this Agreement, whereupon neither Seller nor Purchaser shall have any further rights or obligations hereunder, except for those that by their terms survive the termination of this Agreement; and (2) receive the Earnest Money and Extension Fees as liquidated damages which the Title Company shall promptly deliver to Seller upon the Title Company's receipt of such notice from Seller.

(c) If Seller fails to consummate the sale of the Property pursuant to this Agreement for any reason other than failure to obtain Bankruptcy Court Approval, Purchaser's failure to perform its obligations hereunder or Purchaser's election to not purchase the Property in accordance with the terms of this Agreement, then Purchaser, as its sole and exclusive remedy, may (1) terminate this Agreement, whereupon neither Seller nor Purchaser shall have any further rights or obligations hereunder, except for those that by their terms survive the termination of this Agreement; and (2) receive the Earnest Money and Extension Fees, if any were paid by Purchaser, as liquidated damages which the Title Company shall promptly deliver to Purchaser upon the Title Company's receipt of such notice from Purchaser; or (3) enforce specific performance of this Agreement. In such event, the Option Fees shall be paid to Seller. The provisions of this Section 14(c) shall survive the termination of this Agreement.

(d) The provision for payment of liquidated damages in this Section has been included because, in the event of a breach by a party, the actual damages to be incurred by the other party can reasonably be expected to approximate the amount of liquidated damages called for herein and because the actual amount of such damages would be difficult, if not impossible, to measure accurately.

(e) In the event the Bankruptcy Court does not approve this Agreement by January 30, 2004, unless the hearing date on Seller's Motion to approve this Agreement is extended by the Bankruptcy Court, this Agreement shall automatically terminate and (1) neither Seller nor Purchaser shall have any further rights or obligations hereunder, except for those that by their terms survive the termination of this Agreement; (2) Purchaser shall receive the Earnest Money as liquidated damages which the Title Company shall promptly deliver to Purchaser upon the Title Company's receipt of such notice from Purchaser; and (3) the Extension Fees, if any were paid by Purchaser, shall be paid to Seller. The provisions of this Section 14(e) shall survive the termination of this Agreement.

Section 15. **Reporting Person.** Purchaser and Seller hereby designate Title Company as the "reporting person" pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

Section 16. **Confidentiality.** Each party hereto agrees to maintain in confidence, and not to discuss with or to disclose to any person or entity who is not a party to this Agreement, the Purchase Price or any material term of this Agreement, except as provided in this Section ("**Confidential Information**"). Seller may publicly disclose the existence of this Agreement

provided that the identity of Purchaser and the Purchase Price is not disclosed (unless required by law or court order). Either party may disclose the other party's Confidential Information to its representatives, bankers, bondholders, creditors, shareholders, investors and potential investors, prospective purchasers of such party, auditors and attorneys, provided that each such recipient agrees in advance to abide by confidentiality terms no less restrictive than the terms of this Section; and to the extent required by the Bankruptcy Court in Seller's bankruptcy proceeding, to Seller's creditors' committee in its bankruptcy proceeding and to counsel and financial advisors for Seller's post petition lenders in its bankruptcy proceeding, provided that each such recipient agrees in advance to abide by confidentiality terms no less restrictive than the terms of this Section. Except as otherwise provided below, Purchaser shall not disclose to anyone other than its partners and financiers any information disclosed by Seller to Purchaser which is not generally known by the public regarding the Property (unless otherwise required to get Zoning Approval or by law or court order). Each party hereto may discuss such matters with and disclose such matters to its accountants, attorneys, existing or prospective lenders, investment bankers, underwriters, rating agencies, partners, consultants and other advisors to the extent such parties reasonably need to know such information and are bound by a confidentiality obligation identical in all material respects to the one created by this Section. Additionally, each party may discuss and disclose such matters to the extent necessary to comply with any requirements of the Securities and Exchange Commission or in order to comply with any law or interpretation thereof or court order. This provision shall survive termination of this Agreement, but except for the next sentence, shall terminate upon the Closing. Any press release to be made regarding any matter which is the subject of the confidentiality obligation created in this Section shall be subject to the reasonable approval of Purchaser and Seller, respectively, both as to timing and content.

Section 17. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be (1) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (2) hand delivered to the intended addressee, (3) sent by nationally recognized overnight courier, or (4) sent by facsimile transmission followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee. Seller and Purchaser hereby agree not to conduct the transactions or communications contemplated by this Agreement by electronic means, except by facsimile transmission as specifically set forth in this Section; nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications except by facsimile transmissions as specifically set forth in this Section. Either party hereto may change its address for notice by giving three days prior written notice thereof to the other party. For purposes of notice, the addresses of the parties shall be as follows:

**To Seller:** Allegiance Telecom Company Worldwide  
9201 N. Central Expressway  
Dallas, Texas 75231  
Attn: G. Clay Myers, Senior Vice President, Finance and  
Accounting  
Phone: 469-259-2080  
Fax No.: 469-259-9107  
Email: clay.myers@algx.com

**With Copy To:** Allegiance Telecom Company Worldwide  
9201 North Central Expressway  
Dallas, Texas 75231  
Attn: Randall Hand, Legal Department  
Phone: 469-259-2060  
Fax: 469-259-9120  
Email: Randall.hand@algx.com

**To Purchaser:** Carrell Clinic JV II  
Attn: Ron Studdard, Venture Manager  
2909 Lemmon Avenue  
Dallas, Texas 75204  
Phone: 214-220-2468  
Fax No.: ~~214-855-5172~~ 214-397-1555  
Email: rstuddard@wbcarrellclinic.com

**With Copy To:** Prager, Metzger and Kroemer PLLC  
Attn: Jerome L. Prager, Esq.  
2626 Cole Avenue, Suite 900  
Dallas, Texas 75204-1083  
Phone: 214-969-7600  
Fax No.: 214-969-7635  
Email: jprager@pmklaw.com

Section 18. **Assigns; Beneficiaries.** This Agreement may be assigned by Purchaser in whole or in part at any time prior to Closing to an assignee owned or controlled by Purchaser, who assumes the obligations of Purchaser under this Agreement on the condition that (1) the assignee expressly assumes the obligations of Purchaser hereunder in a written agreement, which agreement will also set forth such assignee's taxpayer identification number; (2) the assignee is financially able to purchase the property and close this Agreement; and (3) such written agreement is delivered to Seller no less than three business days prior to the expiration of the Inspection Period. Other than as set forth in the first sentence of this Section 18, Purchaser shall not assign this Agreement or Purchaser's rights, duties and obligations hereunder without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned, or delayed), and any attempt to do so shall constitute a default by Purchaser hereunder. Notwithstanding any assignment, Purchaser shall remain liable for the performance of its obligations hereunder. Except in connection with a sale of stock, assets, merger or other

reorganization, Seller shall not, prior to the Closing, assign this Agreement or Seller's rights, duties and obligations hereunder without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed). This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement is for the sole benefit of Seller and Purchaser (including permitted assignees), and no third party (including without limitation subsequent owners of the Property) is intended to be a beneficiary of or have the right to enforce this Agreement.

Section 19. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 20. **Entire Agreement.** This Agreement is the entire agreement between Seller and Purchaser concerning the purchase and sale of the Property, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. All Exhibits attached hereto (to the extent applicable) are incorporated herein by this reference for all purposes.

Section 21. **Business Days; Holidays; Weekends.** As used in this Agreement, the term "**business day**" means any day, other than a Saturday or Sunday, on which banks located in Dallas, Texas are not required or authorized to close. If the date of any notice or action required or permitted by this Agreement falls on a date which is not a business day, then such date shall be extended to the next business day. Time is of the essence with respect to each date by which or period within which any notice, approval or event is required hereunder.

Section 22. **Discharge of Obligations.** The acceptance of the Deed by Purchaser at Closing shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except for those obligations which survive the Closing as expressly set forth herein.

Section 23. **Rule of Construction; No Waiver.** Purchaser and Seller acknowledge that each party has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto. No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by that party. No custom or practice which may evolve between Purchaser and Seller during the term of this Agreement shall be deemed or construed to waive or lessen the right of either of the parties hereto to insist upon strict compliance with the terms of this Agreement.

Section 24. **Multiple Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

Section 25. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement 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 Agreement.

Section 26. **Recordation.** Neither this Agreement nor any memorandum thereof shall be recorded in the office of the county clerk of the county in which the Property is located. If Purchaser causes this Agreement or any memorandum thereof to be so recorded, Purchaser shall be in default hereunder, thereby entitling Seller to terminate this Agreement. Notwithstanding any such termination of this Agreement, Purchaser shall be obligated to execute an instrument in recordable form releasing this Agreement and all rights of Purchaser hereunder, and Purchaser's obligations pursuant to this Section 26 shall survive any termination of this Agreement as a surviving obligation.

Section 27. **Attorneys' Fees.** In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the Closing as a surviving obligation.

Section 28. **Time is of the Essence.** Time is of the essence in this Agreement.

Section 29. **Effective Date.** As used in this Agreement, the "**Effective Date**" shall be the latter date on which this Agreement is executed by the Purchaser or Seller.

Section 30. **Miscellaneous.** Whenever herein the singular number is used, the same shall include the plural, and the plural shall include the singular where appropriate, and words of any gender shall include the other gender where appropriate. The headings of the Sections contained in this Agreement are for convenience only and shall not be taken into account in determining the meaning of any provision of this Agreement. The words "hereof" and "herein" refer to this entire Agreement and not merely the Section in which such words appear.



Executed as of the Effective Date.

**PRINCIPAL BROKER:**  
TRANSWESTERN COMMERCIAL  
SERVICES

**SELLER:**  
ALLEGIANCE TELECOM COMPANY  
WORLDWIDE, a Delaware corporation

By: [Signature]  
Name: HENRY KIMBER  
Title: SENIOR V.P.  
Date: 12-10-03  
Address: 5001 Spring Valley Road  
Suite 600W  
Dallas, Texas 75244  
Fax No.: 972-991-4247

By: [Signature]  
Name: G. CLAY MYERS  
Title: SVP-FINANCE  
Date: 12/10/2003

Reviewed By  
Allegiance Telecom Legal  
[Signature]  
Date 12/10/2003

**COOPERATING BROKER:**  
NEWT WALKER COMPANY

**PURCHASER:**  
CARRELL CLINIC JV II,  
a Texas joint venture

By: [Signature]  
Name: John Newton Walker  
Title: President  
Date: 12/10/03  
Address: 2518 Thomas Avenue  
Dallas, Texas 75201  
Fax No.: 214-871-2627

By: [Signature]  
Name: Ron Studdard  
Title: Venture Manager  
Date: 12/10/03

**TITLE COMPANY JOINDER**

Title Company joins herein in order to evidence its agreement to perform the duties and obligations of Title Company set forth herein and to acknowledge receipt of (a) a fully-executed copy of this Agreement, and (b) the Earnest Money.

Dated: 12-12-03

**REPUBLIC TITLE OF TEXAS, INC.**

By: [Signature]  
Name: Carol Hall  
Title: Treasurer

Schedule of Exhibits

- A - Legal Description of the Property
- B - Form of Special Warranty Deed
- C - Form of FIRPTA Certificate
- D - Disclosure Items
- E - Intended Use

**EXHIBIT A**

[Legal Description of the Property]

Lot 4, Block 14/5453, Park Central North Addition, an addition to the City of Dallas, Texas according to the plat thereof recorded in Volume 98146, Page 433, Map Records, Dallas County, Texas.

**EXHIBIT B**

[Form of Special Warranty Deed]

**SPECIAL WARRANTY DEED**

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

**Allegiance Telecom Company Worldwide ("Grantor")**, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto \_\_\_\_\_ ("**Grantee**") the tract or parcel of land in Dallas County, Texas, described in Exhibit A, together with all rights, titles, and interests appurtenant thereto (such land and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

Grantee acknowledges that Grantor has independently and personally inspected the Property. Except for the warranties of title and warranties of Grantor in the Purchase and Sale Agreement between the parties, the Property is hereby conveyed to and accepted by Grantee in its present condition, **AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise,.

Grantee's address is: \_\_\_\_\_

EXECUTED as of \_\_\_\_\_, 200\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on \_\_\_\_\_, 200\_, by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

After recording, return to:  
Prager, Metzger and Kroemer PLLC  
Attn: Jerome L. Prager, Esq.  
2626 Cole Avenue, Suite 900  
Dallas, Texas 75204-1083

**EXHIBIT C**

[Form of FIRPTA Certificate]

**FIRPTA CERTIFICATE**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform \_\_\_\_\_ ("**Transferee**") that withholding of tax is not required upon the disposition of a U.S. real property interest by \_\_\_\_\_ ("**Transferor**"), the undersigned, in their capacity as \_\_\_\_\_ of \_\_\_\_\_, but not individually, hereby certifies to Transferee the following on behalf of Transferor:

- 1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- 2. Transferor's U.S. employer identification number is \_\_\_\_\_; and
- 3. Transferor's office address is \_\_\_\_\_;

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME by \_\_\_\_\_  
on \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT D****DISCLOSURE ITEMS**

1. Pursuant to the Declaration of Covenants, Conditions and Restrictions dated as of December 2, 1986, filed for record on December 31, 1986, in Volume 86251, Page 2837, Deed Records, Dallas County, Texas, by and among C-P Central Park, Ltd., Northpark Presbyterian Church (the "**Church**"), Glen Lakes Homeowners Association, Inc. and Our Redeemer Evangelical Lutheran Church of Dallas County, Inc., Seller presently is paying for water and electrical service to, and is providing mowing, fertilizing and other landscape maintenance services for, that portion of the property owned by the Church that is west of Glen America Drive.
2. Restrictive covenants of record at Volume 98018, Page 6622 and Volume 98018, Page 6822, Deed Records, Dallas County, Texas.
3. Terms, Provisions, Easements and Conditions contained in Parking Agreement executed by and between Central Park Venture, and Northpark Presbyterian Church, dated January 9, 1987, filed for record on January 13, 1987 and recorded in Volume 87007, Page 6618, Deed Records, Dallas County, Texas.



**EXHIBIT E**

[Intended Use]

Multi-story medical office building with supporting laboratory, radiological/imaging and ambulatory surgical services.