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COUNSEL FOR DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: § **CHAPTER 11**
§
ALL SAINTS EPISCOPAL CHURCH¹ § **CASE NO. 21-42461-elm11**
§
DEBTOR §

ALL SAINTS EPISCOPAL CHURCH, §
a Texas Non-Profit Corporation, §
§
Plaintiff, §
§
v. § **ADV. PRO. NO. 21-04082-ELM**
§
ALL SAINTS EPISCOPAL CHURCH, §
an Unincorporated Association in Union §
with the Episcopal Diocese of Fort §
Worth, and THE CORPORATION §
OF THE EPISCOPAL DIOCESE OF §
FORT WORTH, §
§
Defendants. §

**APPENDIX IN SUPPORT OF PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY JUDGMENT**

¹ The last four digits of the Debtor's tax identification number are 5880.

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Dated: June 17, 2022

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on all counsel of record on June 17, 2022 electronically via this Court's ECF system.

/s/John D. Gaither

John D. Gaither

EXHIBIT A



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 29, 2021

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re: §
ALL SAINTS EPISCOPAL CHURCH, § Case No. 21-42461-ELM
Debtor. § Chapter 11

MEMORANDUM OPINION

This bankruptcy case is but the latest chapter in a protracted property battle emanating out of the 2008 schism between the Protestant Episcopal Church in the United States of America (the “**Episcopal Church**”) and the then-majority of the voting leadership of the Episcopal Diocese of Fort Worth (the “**Fort Worth Diocese**”) who, having doctrinal differences with the Episcopal Church, elected to cause the Fort Worth Diocese to terminate its affiliation with the Episcopal Church and thereafter affiliate instead with the Anglican Church in North America (the “**ACNA**”). Naturally, the schism at the diocesan level also led to a splintering of leadership and membership at local parishes, including the parish of All Saints’ Episcopal Church of Fort Worth (“**Episcopalian All Saints**”), one of the long-standing Episcopalian parishes in the Fort Worth area. In Episcopalian All Saints’ case, a majority of the parish’s leaders and members elected to

cause the parish to reject the breakaway movement and remain in union with the Episcopal Church while a minority of the parish's leaders and members elected to follow the breakaway group by terminating their membership with Episcopalian All Saints and then reestablishing as a new unincorporated association in union with the Fort Worth Diocese that they also named All Saints' Episcopal Church (referred to herein as "**ACNA All Saints**").

As a result of the split, a dispute arose between the Episcopal Church and certain local parishes loyal to the Episcopal Church, including Episcopalian All Saints, on the one hand, and the Fort Worth Diocese and certain local parishes loyal to its breakaway leadership, including ACNA All Saints, on the other hand, with respect to, among other things, control of the Corporation of the Episcopal Diocese of Fort Worth (the "**Diocesan Corporation**") and the beneficial ownership of certain property held in trust by the Diocesan Corporation for the benefit of local parishes (the "**Diocesan Trust Property**"). Ultimately, in a judgment of the 141st District Court of Tarrant County, Texas (the "**State Court**") that was later upheld by the Texas Supreme Court in 2020 (the "**State Court Judgment**"), the Fort Worth Diocese and local parishes that followed the breakaway leadership of the Fort Worth Diocese were successful in establishing that, under neutral principles of law, the Fort Worth Diocese and the Diocesan Corporation validly separated from the Episcopal Church and that in accordance with governing trust provisions of the Diocesan Corporation's organizational documents, the Diocesan Trust Property was held in trust by the Diocesan Corporation for the benefit of only those parishes in union with the Fort Worth Diocese, including ACNA All Saints. Once the United States Supreme Court declined to review the Texas Supreme Court's decision, the Fort Worth Diocese, the Diocesan Corporation, and parties aligned with them pursued enforcement of the State Court Judgment, successfully

obtaining, among other things, possession of the church building that Episcopalian All Saints had used for years.

The outcome of the diocesan-level litigation coupled with the parish-level split that occurred within Episcopalian All Saints has now led to a new dispute with respect to the control of a separate Texas non-profit corporation also named All Saints Episcopal Church (hereafter, the “**Debtor**”), the chapter 11 debtor in this case. In this regard, in early October 2021, the Diocesan Corporation sent a letter to Frost Bank, the Debtor’s bank, to claim control of the Debtor’s Frost Bank accounts pursuant to the State Court Judgment and a post-judgment enforcement order of the State Court. In reaction to the demand, Frost Bank froze all of the Debtor’s accounts. Unable to access the accounts and facing the prospect of having certain Episcopalian All Saints donor funds seized, the putative board of directors of the Debtor authorized the Debtor to pursue chapter 11 bankruptcy relief and on October 20, 2021, the Debtor initiated this case with the filing of its voluntary petition for such relief.

On November 4, 2021, the Diocesan Corporation and ACNA All Saints (together, the “**Movants**”) filed a joint *Motion to Dismiss* [Docket No. 46] (the “**Motion**”), arguing that the bankruptcy case must be dismissed because it was never authorized by the “legitimate” members of the Debtor’s board of directors – being those individuals purportedly elected by the members of ACNA All Saints, the All Saints’ Episcopal Church association that the State Court allegedly determined to be the one and only legally-recognized All Saints’ Episcopal Church association. In opposition to the Motion, the Debtor – under the control of the board elected by members of Episcopalian All Saints – has filed the *Debtor’s Response to Motion to Dismiss* [Docket No. 76] (the “**Response**”), asserting that its board was duly and legally elected in accordance with the governing organizational documents of the Debtor and that the filing was duly authorized by such

board, to which the Movants have filed their *Reply to Debtor's Response to Motion to Dismiss* [Docket No. 79] (the “**Reply**”).

On November 30, 2021, the Court conducted an evidentiary hearing on the Motion. Having considered the Motion, the Response, the Reply, the evidence presented, and the representations and arguments of counsel, on December 15, 2021, the Court entered an *Order Denying Motion to Dismiss* [Docket No. 97] (the “**Dismissal Denial Order**”). The Court now issues this Memorandum Opinion to detail the reasons for the Dismissal Denial Order.

JURISDICTION

The Court has jurisdiction of the proceeding involving the Motion pursuant to 28 U.S.C. §§ 1334 and 157 and *Miscellaneous Order No. 33: Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* (N.D. Tex. Aug. 3, 1984). Venue of the proceeding in the Northern District of Texas is proper under 28 U.S.C. § 1409. The proceeding is core in nature within the meaning of 28 U.S.C. § 157(b)(2)(A).

FACTUAL BACKGROUND

The Episcopal Church in the United States, founded in 1789, is a three-tiered religious organization. The highest tier of the organization is the General Convention, which consists of most of the bishops of the Episcopal Church and representatives from each Episcopal regional diocese. The General Convention, which is akin to the legislative body of the Episcopal Church, has the authority to, among other things, adopt and periodically amend the Episcopal Church's governing constitution and canons. The second tier of the organization is comprised of geographically defined regional dioceses. Each diocese elects a bishop to oversee the diocese, who must pledge to perform in conformity with the Episcopal Church's ecclesiastical regulations, and each diocese is governed by its own diocesan convention, which is comprised of the diocesan

bishop and clergy and certain designated lay representatives from each of the local parishes, missions and congregations in union with the diocese and Episcopal Church. Similar to the General Convention, a diocesan convention has the authority to, among other things, adopt and periodically amend its own constitution and canons, but each diocesan constitution and set of canons must accede to the General Convention’s constitution and canons. Finally, the third tier of the Episcopal Church is comprised of local parishes, missions and congregations in union with the particular regional diocese and the Episcopal Church, each of which must conform their operations to both the constitution and canons of the applicable regional diocese and the constitution and canons of the General Convention.¹

A. *The Origin of Episcopalian All Saints, the Debtor, the Fort Worth Diocese and the Diocesan Corporation*

Episcopalian All Saints has existed since the late 1940s. When first organized, it was affiliated with the Episcopal Diocese of Dallas (the “**Dallas Diocese**”). In early 1953, the members of Episcopalian All Saints determined to organize a non-profit corporation to facilitate its operations. Accordingly, on March 30, 1953, the Debtor was incorporated as a Texas non-profit religious corporation.² Pursuant to the Debtor’s Articles of Incorporation (“**Articles**”):

The purpose for which the corporation is formed is religious; that is to say, to associate ourselves together for the purpose of maintaining the worship of God and

¹ See generally *Episcopal Diocese of Fort Worth v. Episcopal Church*, 602 S.W.3d 417, 420-21 (Tex. 2020), *cert. denied*, 141 S. Ct. 1373 (2021) [hereafter referred to as “**Episcopal Church II**”] (admitted into evidence as Movants’ Exh. 1); see also Debtor’s Exh. 20, ¶ 10 (Declaration of Rev. Christopher N. Jambor).

² See Debtor’s Exh. 2 (Debtor’s Articles of Incorporation). While neither counsel for the Movants nor counsel for the Debtor raised the issue at the hearing, of significance, the Articles provide for the Debtor to have a lifespan of 50 years – thus, until March 29, 2003. See Articles (art. IV). With that in mind, it does not appear as though any evidence of an amendment to the Articles to extend the term of the Debtor was introduced at the hearing. See also Debtor’s Exh. 12 (listing of all organizational filings with the Texas Secretary of State involving the Debtor through November 10, 2021). Thus, if, in fact, the Articles were never amended to extend the Debtor’s term, then the Debtor’s only authorized course of action moving forward will be to wind up its business affairs in accordance with applicable Texas law. See, e.g., Tex. Bus. Org. Code §§ 11.051(1) and 11.052(a). While that may have serious implications with respect to the direction of this case, it does not, in and of itself, dictate the outcome of the Motion before the Court given the narrow basis for dismissal presented. See, e.g., Tex. Bus. Org. Code §§ 11.052(b) and 11.055 (authorizing the prosecution and defense of any civil or other court action during the winding up process).

the preaching of the Gospel according to the doctrine, discipline and worship of the Protestant Episcopal Church in the United States of America in conformity with the Constitution and Canons of its General Convention and of the Diocese of Dallas, and to have all the powers and privileges and to be subject to all the restrictions contained in [the then-applicable Texas statutory provisions governing non-profit religious corporations³].

Articles (art. II).

In 1982, the Dallas Diocese voted to divide into a Dallas diocese and Fort Worth diocese. Thus, in conformity with the constitution and canons of the Episcopal Church, the Fort Worth Diocese was organized as an unincorporated association.⁴ At the initial November 1982 convention of the Fort Worth Diocese, the convention adopted a constitution (the “**Diocesan Constitution**”) and canons (the “**Diocesan Canons**”), both effective January 1, 1983, which, among other things, acceded to the authority of the constitution and canons of the General Convention of the Episcopal Church.⁵ In December 1982, the General Convention of the Episcopal Church admitted the Fort Worth Diocese into union with the Episcopal Church.⁶ As a result of the establishment of the Fort Worth Diocese, Episcopalian All Saints became a parish of the Fort Worth Diocese.

Pursuant to the Diocesan Constitution, “church property ‘acquired for the use of a particular Parish or Mission’ [is to] be held by the Corporation of the Episcopal Diocese of Fort Worth (the Diocesan Corporation) ‘in trust for the use and benefit of such Parish or Mission’ that is in union with the diocese’s convention....”⁷ With that in mind, the Fort Worth Diocese

³ Specifically referring to title 32, chapter 9, of the Revised Civil Statutes of the State of Texas, which has since been superseded by applicable provisions of titles 1 and 2 (including chapter 22) of the Texas Business Organizations Code.

⁴ See *Episcopal Diocese of Fort Worth v. Episcopal Church*, 422 S.W.3d 646, 648 (Tex. 2013) [hereafter referred to as “*Episcopal Church I*”] (admitted into evidence as Movants’ Exh. 8).

⁵ See Movants’ Exh. 13 (included copies of the amended versions of the Diocesan Constitution and Diocesan Canons).

⁶ *Episcopal Church I*, 422 S.W.3d at 648.

⁷ *Episcopal Church II*, 602 S.W.3d at 421.

organized the Diocesan Corporation in February 1983 to hold the Diocesan Trust Property and “[c]onsistent with the Diocesan Constitution and Canons, the articles of incorporation [of the Diocesan Corporation] required the corporation to administer [the] trust property ‘in accordance with the Constitution and Canons of the [Fort Worth Diocese] as they now exist or as they may hereafter be amended.’”⁸ Following the incorporation of the Diocesan Corporation, the Dallas and Fort Worth Dioceses initiated a friendly lawsuit in Dallas County to obtain entry of a judgment (which was entered in 1984) transferring part of the Dallas Diocese’s real and personal property to the Fort Worth Diocese, with legal title (with a few exceptions) to be vested in the Diocesan Corporation subject to its governing trust provisions.⁹

B. Governance of the Debtor

Turning to the Debtor, pursuant to the Debtor’s Articles, the organizing members of the Debtor – being members of Episcopalian All Saints – elected to provide for the Debtor’s management by a board of directors with the number of directors to be determined by the Debtor’s bylaws (subject to a minimum of three and a maximum of fifteen members). An initial slate of twelve directors was appointed pursuant to the Articles.¹⁰

At the 54th annual Episcopalian All Saints parish meeting, the members of Episcopalian All Saints adopted updated bylaws for the Debtor, dated January 21, 2001 (the “**2001 Bylaws**”).¹¹ The 2001 Bylaws were in force at the time of the schism.¹² Consistent with the Articles, the 2001

⁸ *Id.* at 422.

⁹ *See Episcopal Church I*, 422 S.W.3d at 648.

¹⁰ *See* Articles (art. V).

¹¹ *See* Debtor’s Exh. 3 (2001 Bylaws).

¹² In 2011 and 2012, the members and Vestry of Episcopalian All Saints approved certain amendments to the 2001 Bylaws to, among other things, provide clarity with respect to its continuing affiliation with the Episcopal Church. *See* Debtor’s Exhs. 9 and 10; *see also* Debtor’s Exh. 1, ¶ 22 (Rev. Jambor Declaration). None of the amendments materially changed the 2001 Bylaws’ provisions with respect to the composition, election or terms of office of the

Bylaws provide for the Debtor to be managed by a board of directors, referred to as the “Vestry” therein (and, thus, also referred to as the Vestry herein).¹³ Article III of the 2001 Bylaws sets out provisions governing the composition, election and terms of office of the Vestry. Among other things, the Vestry is to consist of no less than six and no more than fifteen members, each of whom is to serve a three-year term. The election of members of the Vestry is to occur on an annual basis at the annual Episcopalian All Saints parish meeting with the elections to be staggered among three Vestry classes of approximate equal size.¹⁴

Under the 2001 Bylaws, those entitled to vote on the election of Vestry members are those members of the Debtor (being “those who from time to time are the Communicants in Good Standing of All Saints’ Episcopal Church, as listed on its communicant rolls in accordance with the General Convention and Diocesan Canons”¹⁵) who are at least 16 years of age.¹⁶ For purposes of taking a vote, ten percent (10%) of the qualified voters in the parish constitutes a quorum.¹⁷ If a vacancy in the membership of the Vestry occurs between annual parish meetings, then the remaining members of the Vestry are authorized to elect a new member to fill the vacant spot

Vestry (the Debtor’s bylaws in force at any given time during the time period relevant to this dispute are simply referred to herein as the “**Bylaws**”).

¹³ See 2001 Bylaws (art. III); see also *id.* (art. IV, § A) (duty of the President/Rector to “see that all orders and resolutions of the Vestry are carried into effect”); Tex. Bus. Org. Code §§ 22.201 and 22.202(b) (providing for the affairs of a non-profit corporation incorporated prior to 1994 to be managed by a board of directors in the absence of a provision in the certificate of formation providing for management to be vested in the members, or in the case of a church organized as a corporation, an established congregational system that has the corporation’s management vested in the members, neither of which is applicable here).

¹⁴ See 2001 Bylaws (art. III, § A).

¹⁵ See *id.* (art. VI, § A); see also Articles (art. VI) (providing that the members of the corporation “shall be those who, from time to time, are the Communicants of All Saints Episcopal Church of Fort Worth, Tarrant County, Texas, according to its Communicant Rolls”).

¹⁶ See 2001 Bylaws (art. VI, § B).

¹⁷ See *id.*

through the end of the unexpired term.¹⁸ In each case, members of the Vestry are to be elected “from Confirmed Communicants [of Episcopalian All Saints] in Good Standing.”¹⁹

With respect to actions of the Vestry, the 2001 Bylaws provide that a majority of the Vestry constitutes a quorum for purposes of conducting business and contemplates the Vestry’s approval of any action by a majority vote of those present (whether in person or by proxy).²⁰ The Vestry may also approve any action by unanimous written consent.²¹ The only limiting language within the 2001 Bylaws with respect to the Vestry’s authority is in article II of the 2001 Bylaws (titled “Governance”), which provides:

The affairs of the Corporation shall be conducted in conformity to the Constitution and Canons of the General Convention of the Episcopal Church in the United States of America (hereinafter referred to as “General Convention Canons” and “The Episcopal Church”, respectively). The affairs of the Corporation shall likewise be conducted in conformity with the Constitution and Canons of the Diocese of Fort Worth (hereinafter referred to as the “Diocesan Canons”); provided in the event of any conflict between the General Convention Canons and either the Diocesan Canons or these Bylaws, as they relate to the affairs of the Corporation, the General Convention Canons shall prevail, to the extent of such conflict.

2001 Bylaws (art. II).

C. The Fort Worth Diocese’s and Diocesan Corporation’s Breakaway from the Episcopal Church

For over two decades, the Fort Worth Diocese remained in union with the Episcopal Church. By 2006, however, unresolved doctrinal differences between the General Convention of

¹⁸ See *id.* (art. III, § A).

¹⁹ See *id.* Communicants in “Good Standing” are those communicants of Episcopalian All Saints who, for the previous year, “have been faithful in working, praying and giving for the spread of the Kingdom of God.” *Id.* (art. VI, § A).

²⁰ See *id.* (art. III, § B) (providing for a majority of the Vestry to constitute a quorum and for each member of the Vestry to have a vote, with the Rector having the right to cast the deciding vote in the event of a tie); see also Tex. Bus. Org. Code § 22.214 (“The act of a majority of the directors present in person or by proxy at a meeting at which a quorum is present at the time of the act is the act of the board of directors of a corporation, unless the act of a greater number is required by the certificate of formation or bylaws of the corporation”).

²¹ See 2001 Bylaws (art. III, § C).

the Episcopal Church and a majority of the leadership of the Fort Worth Diocese set off a series of events culminating in a schism between the Episcopal Church and the Fort Worth Diocese and Diocesan Corporation.

Initially, in 2006, those eligible to vote on matters of corporate governance with respect to the Diocesan Corporation voted to amend the Diocesan Corporation's articles of incorporation and bylaws to remove all references to the Episcopal Church.²² Thereafter, at the November 2007 and 2008 conventions of the Fort Worth Diocese, a majority of the voting delegates, led by then-Bishop Jack Iker, voted to cause the Fort Worth Diocese to withdraw from its union with the Episcopal Church and to amend the Diocesan Constitution and Canons to remove all reference to the Episcopal Church.²³ Per Bishop Iker, as of November 2008, the Fort Worth Diocese was no longer affiliated with the Episcopal Church, and he was no longer a bishop (or even a member) of the Episcopal Church.²⁴ The convention of the Fort Worth Diocese would later cause the Fort Worth Diocese to affiliate with the ACNA.²⁵

In December 2008, the Episcopal Church accepted Bishop Iker's renunciation and removed him from all positions of authority within the church.²⁶ Shortly thereafter, treating those of the diocesan leadership who voted to cause the Fort Worth Diocese to dissociate from the Episcopal Church as having contemporaneously vacated their official positions with the Fort Worth Diocese and Diocesan Corporation, and treating all organizational document amendments purporting to

²² *Episcopal Church II*, 602 S.W.3d at 422.

²³ *See id.* at 423; *see also, e.g.*, Movants' Exh. 13 (included copy of the Diocesan Constitution, art. 1 (as revised November 2008 to remove any reference to the Fort Worth Diocese's affiliation with the Episcopal Church)).

²⁴ *See* Debtor's Exh. 14, at pp.25-26 and 28 (Bishop Iker deposition).

²⁵ *See* Debtor's Exh. 14, at p.12 (Bishop Iker deposition). It appears that for a short period of time prior to its affiliation with the ACNA, however, the Fort Worth Diocese affiliated (or attempted to affiliate) with the Anglican Province of the Southern Cone. *See Episcopal Church II*, 602 S.W.3d at 423.

²⁶ *Episcopal Church II*, 602 S.W.3d at 423.

sever ties with the Episcopal Church as void *ab initio*, the Episcopal Church convened a special convention of the loyal faction of the diocese leadership to fill the offices so “vacated” and retake control of the diocesan entities.²⁷ Applying neutral principles of law, however, the State Court would later find such efforts to be ineffective under the organizational documents of the diocesan entities.²⁸

D. The Impact of the Schism on Episcopalian All Saints and the Debtor

Naturally, the vote of the convention of the Fort Worth Diocese to break away from the Episcopal Church triggered corresponding rifts within local parishes, including Episcopalian All Saints. Each of the parishes would need to decide whether to remain loyal to the Episcopal Church or to follow the Fort Worth Diocese under the breakaway leadership of Bishop Iker.

As of this time frame, in late 2008, Episcopalian All Saints had approximately 2,000 members on its membership rolls.²⁹ The vast majority of such members elected to continue their membership with Episcopalian All Saints under the leadership of its existing Rector, Reverend Christopher Jambor, and to cause Episcopalian All Saints to remain in union with the Episcopal Church.³⁰ In light of such decision, others decided to leave Episcopalian All Saints to follow the breakaway group led by Bishop Iker. More specifically, a total of 184 of the roughly 2,000 Episcopalian All Saints parishioners decided to either transfer out of the congregation to a different congregation or ask to be removed from the parish’s membership registers.³¹ Of the 184 who

²⁷ See *id.*

²⁸ See *id.* at 426-33.

²⁹ See Debtor’s Exh. 16, at p. 68 (William Brackett deposition).

³⁰ See Debtor’s Exh. 15, at pp. 13, 28 (Bishop Ryan Reed deposition).

³¹ See Debtor’s Exh. 1, ¶ 16 (Rev. Jambor Declaration).

departed, approximately 168 ultimately followed the breakaway group of the Fort Worth Diocese under the leadership of Bishop Iker.³²

As for the impact of such split on the Debtor, following the schism, the vast majority of the Debtor's Vestry similarly elected to remain with the Debtor. Others, however, elected to resign from the Debtor's Vestry given the Debtor's and Episcopalian All Saints' continuing alignment with the Episcopal Church.³³ In this regard, as of November 2008, prior to the schism, the Debtor had a fifteen-member Vestry with fourteen of the positions filled.³⁴ In December 2008, following the schism at the diocesan level, three of the members of the Debtor's Vestry elected to resign.³⁵ The remaining members of the Vestry elected replacement Vestry members to fill the positions for the remainder of their respective terms.³⁶ Thereafter, at the January 2009 annual Episcopalian All Saints parish meeting, an election to fill all open spots on the Vestry was conducted, at which time all open spots were filled in accordance with the 2001 Bylaws, thereby returning the active number of Vestry members to fifteen.³⁷ In late January 2009, however, two additional Vestry members resigned.³⁸ In accordance with the 2001 Bylaws, the remaining members of the Vestry elected replacement Vestry members to fill these open spots in April 2009.³⁹

³² Debtor's Exh. 15, at p.10 (Bishop Ryan Reed deposition) (referencing a total of 168 of the Episcopalian All Saints parishioners who elected to leave the parish per the journal records of the 2009 Fort Worth Diocese convention).

³³ See Debtor's Exh. 16, at p.16 (Brackett deposition).

³⁴ See Debtor's Exh. 1, ¶ 10 (Rev. Jambor Declaration). Prior to November 2008, one of the fifteen Vestry members had resigned to join the Rector's staff. Inasmuch as the vacant position would be up for election at the January 2009 annual Episcopalian All Saints parish meeting, the remaining members of the Vestry elected to not fill the position prior to the annual parish meeting. See *id.*, ¶ 10 n.10.

³⁵ See Debtor's Exh. 1, ¶ 11 (Rev. Jambor Declaration); Debtor's Exh. 4 (documentation reflecting resignations).

³⁶ See Debtor's Exh. 1, ¶ 11 (Rev. Jambor Declaration); Debtor's Exh. 5 (minutes of 1/20/2009 Vestry meeting evidencing the replacement election vote).

³⁷ See Debtor's Exh. 1, ¶¶ 12-13 (Rev. Jambor Declaration); Debtor's Exh. 6 (minutes of 1/25/2009 Episcopalian All Saints annual parish meeting).

³⁸ See Debtor's Exh. 7 (documentation reflecting resignations).

³⁹ See Debtor's Exh. 1, ¶¶ 14-15 (Rev. Jambor Declaration).

Thus, ultimately, only five of the Debtor's fifteen-member Vestry resigned,⁴⁰ and each of the vacancies was filled in accordance with the 2001 Bylaws. Thereafter, through the date of the Debtor's bankruptcy filing, members of the Debtor's Vestry were elected at annual Episcopalian All Saints parish meetings (or, in one case, by the remaining members of the Vestry upon the resignation of a member who moved out of state) in accordance with the Bylaws.⁴¹

E. Jockeying for Control of Diocesan Trust Property

Significantly, for parishes like Episcopalian All Saints that elected to remain loyal to the Episcopal Church, a serious issue arose with respect to the continuing right to use Diocesan Trust Property historically committed to their use. In this regard, both the Diocesan Constitution and the governing documents of the Diocesan Corporation contemplated that the Diocesan Trust Property would be held in trust for those parishes for whom the property was acquired *who were in union with the Fort Worth Diocese*.⁴² But what if such a parish fell out of union with the Fort Worth Diocese? Would its beneficial interest in Diocesan Trust Property suddenly evaporate? In the case of Episcopalian All Saints, for example, following the split, it no longer considered itself to be affiliated with the Fort Worth Diocese – at least, not to the extent that it remained under the oversight of Bishop Iker.⁴³ Did it matter that, as of the time of the split, Episcopalian All Saints was the only All Saints' Episcopal Church of Fort Worth that existed for purposes of the trust provisions of the Diocesan Corporation?

No doubt appreciating the implications of these types of questions, a strategic decision was made by the breakaway diocesan leadership and departed Episcopalian All Saints members to have

⁴⁰ See Debtor's Exh. 15, at p.18-19 (Bishop Reed deposition).

⁴¹ See Debtor's Exh. 1, ¶ 17 (Rev. Jambor Declaration); Debtor's Exh. 8 (history of Vestry membership from 2009 to present).

⁴² *Episcopal Church II*, 602 S.W.3d at 421.

⁴³ See Movants' Exh. 10, at pp.72-73 (Rev. Jambor deposition).

the ex-members of Episcopalian All Saints simply reorganize as a new unincorporated religious association that would also be named “All Saints’ Episcopal Church” – except that this new All Saints’ Episcopal Church association (referred to herein as ACNA All Saints) would be the only All Saints’ Episcopal Church association considered to be in union with the Fort Worth Diocese.⁴⁴ That way, the argument could be made that ACNA All Saints constituted the only beneficiary of the Diocesan Trust Property designated for use by the “All Saints’ Episcopal Church” parish *in union with the Fort Worth Diocese*.

Notwithstanding its use of the “All Saints’ Episcopal Church” name, ACNA All Saints, headed by Reverend Bill O’Connell, a priest appointed by Bishop Iker to oversee the congregation,⁴⁵ was and is different and distinct from both Episcopalian All Saints and the Debtor, both of whom were and are in fact, and not just in name, affiliated with the Episcopal Church.⁴⁶ Among other things, ACNA All Saints gathered for services at a location different from the church at which Episcopalian All Saints congregated.⁴⁷ And members of ACNA All Saints considered themselves to have no connection to Episcopalian All Saints which, in their view, had broken away from the Fort Worth Diocese and Bishop Iker.⁴⁸ Nevertheless, to keep up the façade, ACNA All Saints began to conduct business in a manner similar to Episcopalian All Saints – most notably,

⁴⁴ See, e.g., Movants’ Exh. 25 (carefully worded letter from members of the newly appointed vestry of ACNA All Saints to Rev. Jambor of Episcopalian All Saints claiming to “remain constituent members of All Saints’ Episcopal Church, Fort Worth, *in the Episcopal Diocese of Fort Worth*”) (emphasis added).

⁴⁵ See Debtor’s Exh. 13, at p.21 (Rev. Darryl Pigeon deposition).

⁴⁶ Indeed, ACNA All Saints’ use of the “All Saints’ Episcopal Church” name is an obvious misnomer give that ACNA All Saints (as well as the Fort Worth Diocese to which it pledged fidelity) expressly disclaimed any affiliation with the Episcopal Church. See, e.g., Debtor’s Exh. 16, at pp. 54-55 (Brackett deposition) (confirming that the members of ACNA All Saints are Anglicans, not Episcopalians); Debtor’s Exh. 13, at p.35 (Rev. Pigeon deposition) (current rector of ACNA All Saints, acknowledging that he has no affiliation with the Episcopal Church); Debtor’s Exh. 14, at pp.29-30 (Bishop Iker deposition) (acknowledging that those who followed the post-schism Fort Worth Diocese were no longer a part of the Episcopal Church).

⁴⁷ See Debtor’s Exh. 13, at p.14 (Rev. Pigeon deposition).

⁴⁸ See, e.g., Movants’ Exh. 11, ¶ 3 (Declaration of Rev. Darryl Pigeon).

purporting to elect its own vestry at annual ACNA All Saints parish meetings in accordance with the terms of the Debtor’s 2001 Bylaws.⁴⁹

F. The Diocesan Trust Property Litigation

On April 14, 2009, the Episcopal Church and certain parties affiliated with the Episcopal Church commenced litigation in the State Court against the breakaway leadership of the Fort Worth Diocese and Diocesan Corporation and certain parties affiliated with them to pursue recovery of the Diocesan Trust Property.⁵⁰ Parties to the litigation⁵¹ would also eventually include the Fort Worth Diocese, the Diocesan Corporation, Episcopalian All Saints and ACNA All Saints. As finally aligned, the plaintiffs to the litigation were the Episcopal Church and certain other parties aligned with the Episcopal Church, including Episcopalian All Saints (collectively, the “**State Court Plaintiffs**”), and the defendants to the litigation were the Fort Worth Diocese, the Diocesan Corporation, Bishop Iker and the breakaway leadership led by him, and certain other parties aligned with them, including ACNA All Saints (collectively, the “**State Court Defendants**”). The Debtor, itself, was never a party to the litigation.

⁴⁹ See *id.*, ¶ 5; see also Movants’ Exhs. 13 and 14 (ACNA All Saints 2010 and 2011 parish and vestry minutes). Of course, ACNA All Saints did not truly conduct its business in accordance with the 2001 Bylaws, or at least not *all* of the 2001 Bylaws. Among other things, ACNA All Saints (an association as opposed to a corporation), having purposefully separated itself from the Episcopal Church, never operated in conformity with the constitution and canons of the General Convention of the Episcopal Church. Yet, article II of the 2001 Bylaws provides that “[t]he affairs of the Corporation shall be conducted in conformity to the Constitution and Canons of the General Convention of the Episcopal Church in the United States”). See 2001 Bylaws, art. II (emphasis added). Plus, those eligible to vote at vestry elections are communicants in good standing of All Saints’ Episcopal Church “as listed on its communicant rolls in accordance with the General Convention” (and also Diocesan Canons, but pursuant to article II of the 2001 Bylaws, the constitution and canons of the General Convention control in the event of any conflict between the Diocesan Canons and the constitution and canons of the General Convention of the Episcopal Church). See *id.*, arts. II and VI.

⁵⁰ See *Episcopal Church II*, 602 S.W.3d at 423.

⁵¹ The litigation in the State Court would eventually include two different cases – an original 2009 case under Cause No. 141-237105-09, and a subsequent 2011 case under Cause No. 141-252083-11. The evidence presented by the parties fails to explain why two different cases existed and how they relate to one another. In argument, counsel did not provide any clarity on the matter. The final State Court Judgment was entered in Cause No. 141-252083-11.

The issues in dispute in the litigation were whether the Fort Worth Diocese and Diocesan Corporation ever permissibly terminated their relationship with the Episcopal Church, who rightfully controlled the Fort Worth Diocese and the Diocesan Corporation, and which parishes were the beneficial owners of the Diocesan Trust Property.⁵² Ultimately, applying neutral principles of law, the State Court determined that the organizational documents of the Fort Worth Diocese and the Diocesan Corporation had been validly amended to cause each of the entities to legally sever ties with the Episcopal Church, that the Fort Worth Diocese and the Diocesan Corporation remained under the control of the breakaway leadership team led by Bishop Iker and their successors, and that, in accordance with the governing trust provisions of the Diocesan Corporation's organizational documents, the Diocesan Trust Property was held in trust by the Diocesan Corporation for the benefit of parishes in union with the Fort Worth Diocese, including ACNA All Saints (but not Episcopalian All Saints). On July 24, 2015, the State Court entered the State Court Judgment,⁵³ later upheld on appeal by the Texas Supreme Court.⁵⁴

G. Post-Judgment Efforts to Enforce the State Court Judgment; Actions Taken Against the Debtor; and the Bankruptcy Filing

Pursuant to the State Court Judgment, the State Court Plaintiffs were ordered to surrender possession of certain Diocesan Trust Property listed on Exhibits 1 and 2 thereto (specifically-identified tracts of real property, endowments and pledged funds) to the State Court Defendants.⁵⁵

While, the State Court Judgment is silent with respect to personal property, outside of the

⁵² See Movants' Exh. 20 (Sixth Amended Original Petition filed in the litigation); see also, e.g., Movants' Exh. 23 (excerpts of arguments at summary judgment hearing with respect to whether Episcopalian All Saints or ACNA All Saints was the All Saints' Episcopal Church that held beneficial ownership to certain Diocesan Trust Property held in trust for the All Saints' Episcopal Church parish).

⁵³ See Movants' Exh. 2 (State Court Judgment).

⁵⁴ See *Episcopal Church II*, 602 S.W.3d at 435-36.

⁵⁵ See State Court Judgment, at p.2.

specifically-identified endowments and pledged funds, ostensibly the State Court (with the express agreement of the parties) clarified the scope of the property at issue under the State Court Judgment in an Agreed Supersedeas Order entered on August 3, 2015. In relevant part (as applicable to Episcopal All Saints), the Agreed Supersedeas Order provided:

The property made subject of this lawsuit that is in [the State Court Plaintiffs’] possession (the “Property”) is hereby defined to mean only the parcels identified at the following entries to the list of properties labeled “Exhibit 1” in the July 24, 2015 [State Court Judgment], the endowments and funds listed in “Exhibit 2” of the [State Court Judgment], any real or personal property obtained with proceeds from the properties/endowments/funds listed in “Exhibits 1 and 2” of the [State Court Judgment], and personal property necessary for the operation of the Episcopal Parish or Mission associated with that parcel (*i.e.* chalices, vestments, bibles, etc.):

...

- Entries 13 and 14 (All Saints’ Episcopal Church (Fort Worth)).

In no event shall the Property be defined to include the four properties to which [the State Court Defendants] waived any claim in Defendants’ Third Motion for Partial Summary Judgment Relating to All Saints’ Episcopal Church, filed May 6, 2015. [The State Court Defendants] waived all claim to the property of All Saints’ Episcopal Church (Fort Worth) at 4939 Dexter Ave. (JA02535), 5001 Dexter Ave. (JA02540), 4936 Dexter Ave. (JA02537), and 5005 Dexter (JA02532). In no event shall the Property be defined to include any property over which [the State Court Defendants] have never asserted a claim in this action....

Movants’ Exh. 19 (Exhibit F (Agreed Supersedeas Order, at p.2 n.1) to State Court Defendants’ Second Amended Motion to Enforce Judgment and Rule 11 Agreements).⁵⁶

That said, the State Court Judgment, itself, was never actually amended. Thus, once the State Court Judgment had become final and no longer appealable, a dispute arose between the State Court Plaintiffs and the State Court Defendants with respect to whether the State Court Judgment required the State Court Plaintiffs to turn over any personal property other than the specifically described endowments and pledged funds listed on Exhibit 2 to the State Court

⁵⁶ See Movants’ Exh. 19 (Exhibit E (Rule 11 Agreement, at p.2 n.1)) (identifying the same “Property”).

Judgment.⁵⁷ Successfully convincing the State Court that it did, the State Court Defendants obtained entry of an order (the “**Judgment Enforcement Order**”) requiring the State Court Plaintiffs “to immediately deliver, as required by the [State Court Judgment], possession of all real and personal property, in existence at the time the [litigation] was filed on April 14, 2009, including all personal property necessary for the operations of the properties listed in the [State Court Judgment] ... as well as all financial assets that supported or enabled the operations....”⁵⁸

Armed with the new Judgment Enforcement Order, the State Court Defendants have no longer limited their execution efforts to the personal property described as the “property made the subject of this lawsuit” in the Agreed Supersedeas Order. Instead, they expanded their execution efforts to *all* property within the possession of the State Court Plaintiffs, including, as relevant to members of Episcopalian All Saints, property owned by the Debtor even though the Debtor was never a party to the litigation. The attack has commenced on multiple fronts. First, on September 29, 2021, ACNA All Saints and the Diocesan Corporation filed suit against Episcopalian All Saints and the Debtor in the 17th Judicial District Court of Tarrant County, Texas, to, among other things, pursue the recovery of property of the Debtor (including, remarkably, property to which the State Court Defendants expressly waived any claim to in the litigation) on the alleged basis of the State Court Judgment and Judgment Enforcement Order.⁵⁹ Then, roughly one week later, on October 7, 2021, the Diocesan Corporation sent a letter to Frost Bank, the Debtor’s bank, in an effort to seize control of the Debtor’s bank accounts. In the letter, the Diocesan Corporation represented that, per the State Court Judgment and Judgment Enforcement Order, it “has been awarded control

⁵⁷ See, e.g., Movants’ Exh. 19 (State Court Defendants’ Second Amended Motion to Enforce Judgment and Rule 11 Agreements).

⁵⁸ See Movants’ Exh. 16.

⁵⁹ See Debtor’s Exh. 20, ¶ 30 and exh. 9 thereto (Rev. Jambor Declaration and copy of Original Petition in 17th Judicial District Court).

of all property; real, personal and financial for the following DBA entities: ... All Saints, Fort Worth.”⁶⁰ Based upon the Diocesan Corporation’s representations and demand, Frost Bank placed an indefinite hold/freeze on all of the Debtor’s accounts on October 15, 2021.⁶¹ Finally, on October 15, 2021, the State Court Defendants filed a new motion with the State Court to seek, among other things, the entry of an order (a) requiring Episcopal All Saints and certain other State Court Plaintiffs to deliver to the Diocesan Corporation “all financial statements and audits and bank statements from January of 2009 to the latest record” and (b) directing the same State Court Plaintiffs to “authorize each financial institution holding funds in the accounts identified in [the requested] order to deliver those funds by cashier’s check payable to [the Diocesan Corporation].”⁶² Per the motion, only if the Diocesan Corporation should thereafter determine that any of the funds received belong to a State Court Plaintiff will the funds be delivered back to the State Court Plaintiff.⁶³

Given the inability of the Debtor to access any of its accounts, facing the prospect of having certain Episcopal All Saints donor funds seized, and being confronted with the barrage of litigation attacks, the Vestry of the Debtor elected by the Episcopal All Saints members voted on October 19, 2021 to authorize the Debtor’s filing of a petition for relief under chapter 11 of the Bankruptcy Code.⁶⁴ On October 20, 2021, a petition for chapter 11 relief was filed on behalf of the Debtor in accordance with such authorization.

⁶⁰ See Debtor’s Exh. 20, ¶ 31 and Exh. 10 (Rev. Jambor Declaration and copy of 10/7/2021 Frost Bank letter).

⁶¹ See *id.*

⁶² See Movants’ Exh. 24, at p.2.

⁶³ See *id.*

⁶⁴ See Debtor’s Exh. 1, ¶ 24 (Rev. Jambor Declaration); Debtor’s exh. 11 thereto (executed resolution of the Debtor’s Vestry documenting such authorization).

H. The Diocesan Entities' and ACNA All Saints' Latest Strategy With Respect to the Debtor

The Movants now assert that ACNA All Saints lawfully controls the Debtor and that the vestry of ACNA All Saints never authorized the bankruptcy filing. While it is undisputed that the vestry of ACNA All Saints never authorized the filing,⁶⁵ the assertion with respect to ACNA All Saints' control of the Debtor is new. Previously, for example, representatives of ACNA All Saints acknowledged that no action, or attempted or purported action, had ever been taken by the members of ACNA All Saints to remove any of the members of the Debtor's Vestry.⁶⁶ And in 2015, the designated representative of ACNA All Saints for deposition purposes testified that ACNA All Saints was making no claim to control of the Debtor.⁶⁷ Now, however, in 2021, the leadership of ACNA All Saints and the Fort Worth Diocese take the position that once the bishop of the Fort Worth Diocese no longer recognized the legitimacy of the Debtor's Vestry (which never occurred),⁶⁸ it just simply ceased to be the Vestry of the Debtor, at which point ACNA All Saints, being the recognized "All Saints' Episcopal Church" parish in union with the Fort Worth Diocese, was free to elect its own, brand new vestry of the Debtor.⁶⁹

⁶⁵ See Movants' Exh. 11, ¶¶ 6-7 (Rev. Pigeon Declaration).

⁶⁶ See Debtor's Exh. 13, at p.42 (Rev. Pigeon deposition) (acknowledging that the members of ACNA All Saints never voted to remove the Debtor's Vestry); Debtor's Exh. 16, at p.85 (Brackett deposition) (acknowledging that the governing documents of the Debtor were never changed or replaced so as to somehow eliminate the Debtor's existing Vestry).

⁶⁷ See Debtor's Exh. 16, at p.56 (Brackett deposition) ("Q. Okay. Does [ACNA All Saints] make any claim in this lawsuit to control a corporation in Texas named All Saints' Episcopal Church? A. No, we do not.").

⁶⁸ See Debtor's Exh. 14, at p.232 (Bishop Iker deposition) (confirming that, as the bishop of the Fort Worth Diocese, he never attempted to disband the Debtor's Vestry); Debtor's Exh. 15, at p.64 (Bishop Reed deposition) (confirming no knowledge of any action taken by the Fort Worth Diocese to unseat the Debtor's Vestry).

⁶⁹ See Debtor's Exh. 13, at pp.28-29 (Rev. Pigeon deposition) (expressing the view that the Debtor's Vestry ceased being the vestry of the Debtor "[w]henver it was not recognized by the diocesan bishop", at which point ACNA All Saints needed its own separate vestry).

DISCUSSION

Pursuant to the Motion, the Movants seek dismissal of this case pursuant to section 1112(b)(1) of the Bankruptcy Code. In relevant part, section 1112(b)(1) provides that, on request of a party in interest and after notice and a hearing, “the court shall convert a case under [chapter 11] to a case under chapter 7 or dismiss a case under [chapter 11], whichever is in the best interests of creditors and the estate, for cause unless the court determines that the appointment under section 1104(a) of a trustee or an examiner is in the best interests of creditors and the estate.”⁷⁰ Here, the Movants assert that “cause” for dismissal exists because the bankruptcy filing was allegedly not authorized by the Debtor’s Vestry. The Debtor asserts otherwise.

A. Unauthorized Filing as Cause for Dismissal

There is no dispute about the fact that a non-profit corporation may obtain relief under chapter 11 of the Bankruptcy Code.⁷¹ Being a legal construct, however, a corporation may only take such action if authorized by its legally appointed agents.⁷² The Bankruptcy Code does not specify who constitutes the legally appointed agents of a corporation for purposes of authorizing the filing of a bankruptcy petition. Therefore, in the case of a corporation incorporated under state law, the law of the state of incorporation determines who has the authority to authorize the filing.⁷³

If, as of the time of the bankruptcy filing, those purporting to have taken action on behalf of the corporation lacked authority under applicable state law to authorize the filing, then cause exists for dismissal of the case under section 1112(b)(1) of the Bankruptcy Code. As explained

⁷⁰ 11 U.S.C. § 1112(b)(1).

⁷¹ See 11 U.S.C. § 109(d) (identifying those who are eligible for chapter 11 relief, including certain “persons”); *id.* § 101(41) (“person” defined as including a corporation).

⁷² *Franchise Servs. of N. Am., Inc. v. United States Trustee (In re Franchise Servs. of N. Am., Inc.)*, 891 F.3d 198, 206 (5th Cir. 2018).

⁷³ *Price v. Gurney*, 324 U.S. 100, 106 (1945); *Franchise Servs. of N. Am., Inc.*, 891 F.3d at 206.

by the Supreme Court, if a court “finds that those who purport to act on behalf of the corporation have not been granted authority by local law to institute the proceedings, it has no alternative but to dismiss the petition.”⁷⁴

B. Authorization of Corporate Action Under Applicable Texas Law

The Debtor is a Texas non-profit corporation. Therefore, the Court must look to Texas law for guidance on whether the Debtor’s bankruptcy filing was duly authorized. In this regard, and inasmuch as it has been suggested by ACNA All Saints’ representative in recent deposition testimony that the governance of the Debtor is in some way dictated by the ecclesiastical views of the bishop of the Fort Worth Diocese,⁷⁵ it is first important to emphasize the Texas Supreme Court’s stance that neutral, secular principles of Texas law are to be applied to the judicial resolution of issues involving the governance of Texas corporations.⁷⁶

Looking to such neutral principles, sections 22.201 and 22.202(b) of the Texas Business Organizations Code (the “TBOC”) provide that the affairs of a non-profit religious corporation are to be managed by a board of directors (sometimes also referred to as the “vestry” by religious corporations)⁷⁷ in the absence of the vesting of such managerial rights in the corporation’s

⁷⁴ *Price*, 324 U.S. at 106; *Franchise Servs. of N. Am., Inc.*, 891 F.3d at 206-07.

⁷⁵ See Debtor’s Exh. 13, at p.29 (Rev. Pigeon deposition) (expressing the view that the Debtor’s Vestry ceased being the vestry of the Debtor “[w]henver it was not recognized by the diocesan bishop”).

⁷⁶ See *Masterson v. Diocese of N.W. Tex.*, 422 S.W.3d 594, 606 (Tex. 2013) (“Properly exercising jurisdiction requires courts to apply neutral principles of law to non-ecclesiastical issues involving religious entities in the same manner as they apply those principles to other entities and issues. Thus, courts are to apply neutral principles of law to issues such as ... corporate ... governance ..., even when religious entities are involved”), *cert. denied*, 574 U.S. 973 (2014); see also *Jones v. Wolf*, 443 U.S. 595, 602-03 (1979) (explaining that because “the First Amendment prohibits civil courts from resolving church property disputes on the basis of religious doctrine and practice”, a court should strive to apply neutral, secular principles of law in resolving such disputes so as to avoid any entanglement in questions of religious doctrine, policy and practice).

⁷⁷ For purposes of provisions of the TBOC, a “director” means “a person who is a member of the board of directors, regardless of the name or title used to designate the person” and a “board of directors” means “the group of persons vested with the management of the affairs of the corporation, regardless of the name used to designate the group.” See Tex. Bus. Org. Code §§ 22.001(1) and 22.001(3-a).

members (which is not the case here).⁷⁸ Pursuant to section 22.206 of the TBOC, directors (other than the initial directors) are elected, appointed, or designated in the manner provided by the certificate of formation or bylaws.⁷⁹ In the Debtor’s case, the Bylaws during the relevant time frame provided for members of the Vestry (who had to be confirmed communicants of Episcopalian All Saints in good standing with the church at the time of election)⁸⁰ to be elected at the annual parish meetings of Episcopalian All Saints by a majority vote of those present at the meeting qualified to vote – being communicants of Episcopalian All Saints of at least 16 years of age and in good standing with the church, as listed on the church’s communicant rolls.⁸¹ For purposes of taking a vote, ten percent (10%) of the qualified voters in the parish constituted a quorum.⁸² If a vacancy in the membership of the Vestry occurred between annual parish meetings, then the remaining members of the Vestry were authorized to elect a new member to fill the vacant spot through the end of the unexpired term.⁸³

With respect to the removal of Vestry members, “[u]nless a director of a non-profit corporation resigns or is removed, he or she holds office for the period specified in the certificate of formation or bylaws and until a successor is elected, appointed, or designated and qualified.”⁸⁴ To remove a duly-elected director of a non-profit corporation, section 22.211 of the TBOC

⁷⁸ See *id.* §§ 22.201 and 22.202(b) (providing for the affairs of a non-profit corporation incorporated prior to 1994 to be managed by a board of directors in the absence of a provision in the certificate of formation providing for management to be vested in the members, or in the case of a church organized as a corporation, an established congregational system that has the corporation’s management vested in the members, neither of which is applicable).

⁷⁹ See *id.* § 22.206.

⁸⁰ See 2001 Bylaws (art. VI, § A).

⁸¹ See *id.* (art. VI, §§ A-B).

⁸² See *id.*

⁸³ See *id.* (art. III, § A).

⁸⁴ *Episcopal Church v. Salazar*, 547 S.W.3d 353, 415 (Tex. App. – Fort Worth 2018) (citing Tex. Bus. Org. Code § 22.208), *aff’d in part, rev’d in part*, 602 S.W.3d 417 (Tex. 2020).

provides that the removal must occur in accordance with the removal procedures provided by the corporation's certificate of formation or bylaws, or if there are no such procedures, then by an affirmative vote equal to the vote necessary to elect the director.⁸⁵ In the Debtor's case, the Bylaws during the relevant time frame did not provide for any removal procedures. Therefore, pursuant to section 22.211 of the TBOC, removal required the same vote as applicable to the member's election to the Vestry.

Turning to authorized actions of the Vestry, section 22.214 of the TBOC provides that the act of a majority of the directors present (in person or by proxy) at a meeting at which a quorum is present constitutes the act of the board of directors (unless a greater number is required by the certificate of formation or bylaws of the corporation).⁸⁶ Section 22.213 of the TBOC provides, in relevant part, that a quorum for the transaction of business by the board is the lesser of the majority of the number of directors set by the corporation's bylaws or any number (not less than three) set as the quorum by the certificate of formation or bylaws.⁸⁷ Finally, section 22.220 of the TBOC provides that any action may be taken by the board without a meeting upon the written consent of at least the number of directors that would need to vote to approve the action at a meeting attended by all directors.⁸⁸ The Debtor's Bylaws, at all relevant times, were consistent with the foregoing provisions of the TBOC. They provided for a majority of the Vestry to constitute a quorum for purposes of conducting business, contemplated the Vestry's approval of any action by a majority

⁸⁵ See Tex. Bus. Org. Code § 22.211.

⁸⁶ See *id.* § 22.214.

⁸⁷ See *id.* § 22.213(a).

⁸⁸ See *id.* § 22.220(a).

vote of those present (whether in person or by proxy),⁸⁹ and permitted the Vestry’s approval of any action by unanimous written consent in lieu of a meeting.⁹⁰

C. *Movants’ Argument With Respect to Lack of Authorization*

Movants’ principal assertion in support of the argument that the bankruptcy filing was unauthorized is that when the State Court allegedly “found [ACNA All Saints] [to be] the continuing All Saints’ Episcopal Church” in the State Court Judgment, it thereby also effectively determined that ACNA All Saints is “the only one that would have legal authority to institute these proceedings.” Reply, ¶ 2. Thus, according to the Movants, these alleged determinations by the State Court are binding in these proceedings under principles of res judicata and collateral estoppel. The Debtor disputes such contention on at least two grounds. First, the Debtor emphasizes that it was never a party to the state court litigation. Second, the Debtor argues that neither res judicata nor collateral estoppel applies because issues involving control of the Debtor were never part of the litigation and were never actually litigated. For reasons that follow, the Court agrees with the Debtor.

Under Texas law, “[f]or res judicata to apply, the following elements must be present: (1) a prior final judgment on the merits by a court of competent jurisdiction; (2) the same parties or those in privity with them; and (3) a second action based on the same claims as were raised or could have been raised in the first action.”⁹¹ For collateral estoppel or issue preclusion to apply under Texas law, the “party seeking to assert the bar of collateral estoppel must establish that (1) the facts sought to be litigated in the second action were fully and fairly litigated in the first action;

⁸⁹ See 2001 Bylaws (art. III, § B) (providing for a majority of the Vestry to constitute a quorum and for each member of the Vestry to have a vote, with the Rector having the right to cast the deciding vote in the event of a tie).

⁹⁰ See *id.* (art. III, § C).

⁹¹ *Igal v. Brightstar Info. Tech. Group, Inc.*, 250 S.W.3d 78, 86 (2002); see also *BVS Constr., Inc. v. Prosperity Bank (In re BVS Constr., Inc.)*, 18 F.4th 169, 173 (5th Cir. 2021).

(2) those facts were essential to the judgment in the first action; and (3) the parties were cast as adversaries in the first action.”⁹² Under both tests, putting aside the fact the Debtor, itself, was never a party to the state court litigation, which is a significant problem for the Movants, the Movants’ res judicata and collateral estoppel arguments fail for the very simple reason that (a) neither the composition of the Debtor’s Vestry nor control of the Debtor was ever a claim or issue presented for determination to the State Court, (b) neither of these matters was actually litigated in the state court action, and (c) neither of these matters was essential to resolution of the claims and issues *actually* presented for determination in the action. Indeed, a simple review of the State Court Judgment, itself, bears this out, inasmuch as no reference at all is made to either the Debtor or the Debtor’s Vestry therein.⁹³

Instead, it was the composition of the leadership and the control of the *Fort Worth Diocese* and the *Diocesan Corporation* and the ownership of Diocesan Trust Property held in trust by the *Diocesan Corporation* that was at issue in the litigation.⁹⁴ And while it is true that, in resolving disputed claims of beneficial ownership to certain of the Diocesan Trust Property, the State Court determined that ACNA All Saints constituted the “All Saints’ Episcopal Church” parish *in union with the Fort Worth Diocese* for purposes of the trust provisions of the *Diocesan Corporation’s* organizational documents, such determination has absolutely nothing to do with the following, among other, material issues associated with the composition of the Debtor’s Vestry and control of the Debtor: (1) the validity/invalidity of any election of individuals to the Debtor’s Vestry; (2) the removal of any validly-elected members of the Debtor’s Vestry; (3) the identification of the

⁹² *John G. & Marie Stella Kennedy Mem’l Found. v. Dewhurst*, 90 S.W.3d 268, 288 (Tex. 2002) (quoting *Sysco Food Servs., Inc. v. Trapnell*, 890 S.W.2d 796, 801 (Tex. 1994)); see also *Southmark Corp. v. Coopers & Lybrand (In re Southmark Corp.)*, 163 F.3d 925, 934 (5th Cir.), *cert. denied*, 527 U.S. 1004 (1999).

⁹³ See Movants’ Exh. 2 (State Court Judgment).

⁹⁴ See *id.*

validly-elected members of the Debtor’s Vestry; and (4) the members of the Debtor entitled to vote to elect members of the Debtor’s Vestry. As such, the State Court Judgment (and Judgment Enforcement Order) has no res judicata or collateral estoppel effect on the question of whether the Debtor’s bankruptcy filing was legally authorized.

D. Authorization of the Bankruptcy Filing

This then leads back to the question of whether the filing was properly authorized under Texas law. The Court finds that it was. In this regard, the Debtor was organized by Episcopalian All Saints in 1953 to facilitate its operations. As such, pursuant to the Debtor’s Bylaws, the voting members of the Debtor were and always have been communicants of Episcopalian All Saints of at least 16 years of age who are in good standing with the church. When the schism between the Episcopal Church and the breakaway leadership of the Fort Worth Diocese occurred in 2008, only 184 of the roughly 2,000 Episcopalian All Saints parishioners decided to leave the church,⁹⁵ and only five of the Debtor’s fifteen-member Vestry resigned.⁹⁶

Certain of these ex-members elected to reorganize as an entirely new religious association affiliated with the breakaway Fort Worth Diocese – ACNA All Saints. While these ex-members of Episcopalian All Saints were certainly free to take such action, in so doing they also relinquished their right to have any continuing involvement in the affairs of Episcopalian All Saints and the Debtor. Indeed, it is undisputed that no action, or attempted or purported action, was ever taken by the members of ACNA All Saints or the Fort Worth Diocese to remove any of the members of

⁹⁵ See Debtor’s Exh. 1, ¶ 16 (Rev. Jambor Declaration).

⁹⁶ See Debtor’s Exh. 15, at p.18-19 (Bishop Reed deposition).

the Debtor's Vestry.⁹⁷ And at least through 2015, ACNA All Saints had made no claim to any control of the Debtor.⁹⁸

Simply put, following the departure of the small number of Episcopalian All Saints parishioners and the resignation of the small number of Debtor Vestry members, Episcopalian All Saints and the Debtor went about their normal business without the involvement of those who voluntarily elected to depart. And through the date of the Debtor's bankruptcy filing, members of the Debtor's Vestry were elected at annual Episcopalian All Saints parish meetings (or, in one case, by the remaining members of the Vestry upon the resignation of a member who moved out of state) in accordance with the Bylaws.⁹⁹ On October 19, 2021, the existing members of the Debtor's Vestry voted to authorize the Debtor's filing of a petition for relief under chapter 11 of the Bankruptcy Code.¹⁰⁰ In accordance with such approval, the Debtor filed its petition for relief under chapter 11 of the Bankruptcy Code on October 20, 2021, thereby initiating this case.

CONCLUSION

Based upon the foregoing, the Court finds that the Debtor's filing of this bankruptcy case was authorized by the duly and lawfully elected members of the Debtor's Vestry. Inasmuch as the validity of the filing was the sole basis for dismissal advanced by the Movants, the Court finds that the Movants have failed to establish cause for dismissal of this case under section 1112(b)(1) of

⁹⁷ See Debtor's Exh. 13, at p.42 (Rev. Pigeon deposition) (acknowledging that the members of ACNA All Saints never voted to remove the Debtor's Vestry); Debtor's Exh. 16, at p.85 (Brackett deposition) (acknowledging that the governing documents of the Debtor were never changed or replaced so as to somehow eliminate the Debtor's existing Vestry); Debtor's Exh. 14, at p.232 (Bishop Iker deposition) (confirming that, as the bishop of the Fort Worth Diocese, he never attempted to disband the Debtor's Vestry); Debtor's Exh. 15, at p.64 (Bishop Reed deposition) (confirming no knowledge of any action taken by the Fort Worth Diocese to unseat the Debtor's Vestry).

⁹⁸ See Debtor's Exh. 16, at p.56 (Brackett deposition) ("Q. Okay. Does [ACNA All Saints] make any claim in this lawsuit to control a corporation in Texas named All Saints' Episcopal Church? A. No, we do not.").

⁹⁹ See Debtor's Exh. 1, ¶ 17 (Rev. Jambor Declaration); Debtor's Exh. 8 (history of Vestry membership from 2009 to present).

¹⁰⁰ See Debtor's Exh. 1, ¶ 24 (Rev. Jambor Declaration); Debtor's Exh. 11 (executed resolution of the Debtor's Vestry documenting such authorization).+

the Bankruptcy Code. Thus, it is for these reasons that the Court entered the Dismissal Denial Order denying the Motion.

END OF MEMORANDUM OPINION

EXHIBIT B

422 S.W.3d 646
Supreme Court of Texas.

The EPISCOPAL DIOCESE OF
FORT WORTH, et al, Petitioners,

v.

The EPISCOPAL CHURCH, et al., Respondents.

No. 11–0265.

|
Argued Oct. 16, 2012.

|
Decided Aug. 30, 2013.

|
Rehearing Denied March 21, 2014.

Synopsis

Background: Episcopal church filed suit against diocese that had left the church over doctrinal differences and others, seeking title and possession to property held in name of diocese and non-profit corporation. The 141st District Court, Tarrant County, [John Parrish Chupp, J.](#), granted summary judgment to church. Diocese appealed.

Holdings: The Supreme Court, [Johnson, J.](#), held that:

[1] Supreme Court had direct appeal jurisdiction over the case, and

[2] courts should use the “neutral principles of law” methodology for deciding property issues when religious organizations split.

Reversed and remanded.

[Willett, J.](#), dissented, with opinion, in which [Lehrmann, Boyd,](#) and [Devine, JJ.](#), joined.

Procedural Posture(s): On Appeal; Motion for Summary Judgment.

West Headnotes (3)

[1] **Courts** Appellate jurisdiction of Supreme Court in general

The effect of the trial court's order is what determines the Supreme Court's direct appeal jurisdiction.

[2 Cases that cite this headnote](#)

[2] **Courts** Appellate jurisdiction of cases involving Constitution or statutes

Trial court's injunction requiring church diocese to surrender to the church the control of non-profit corporation that held church property was a ruling that the Non-Profit Corporation Act would violate the First Amendment if it were applied in the case, and, thus, Supreme Court had jurisdiction to consider diocese's direct appeal of injunction, pursuant to statute permitting a direct appeal to Supreme Court from trial court order granting or denying an interlocutory or permanent injunction on ground of constitutionality of a statute. [U.S.C.A. Const.Amend. 1](#); [Vernon's Ann.Texas Civ.St. art. 1396–1.01 et seq. \(Repealed\)](#); [V.T.C.A., Government Code § 22.001\(c\)](#).

[3 Cases that cite this headnote](#)

[3] **Religious Societies** Judicial supervision in general

Religious Societies Jurisdiction of courts to determine rights of property

State courts should use the “neutral principles of law” methodology for deciding property issues when religious organizations split, pursuant to which, once courts determine where the religious organization has placed authority to make decisions about church property, courts defer to religious organizations' decisions on ecclesiastical and church polity issues, such as who may be members of the organizations and whether to remove a bishop or pastor, while courts decide non-ecclesiastical issues, such as property ownership and whether trusts exist, based on the same neutral principles of secular law that apply to other organizations.

[5 Cases that cite this headnote](#)

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[David Beers](#), [Mary Kostel](#), Goodwin Proctor LLP, Washington, DC, [Sandra Cockran Liser](#), Naman Howell Smith & Lee PLLC, Fort Worth, TX, for The Episcopal Church.

Opinion

Justice [JOHNSON](#) delivered the opinion of the Court, in which Justice [HECHT](#), Justice [GREEN](#), and Justice [GUZMAN](#) joined, and in Parts I, II, III, and IV–A of which Chief Justice [JEFFERSON](#) joined.

This direct appeal involves the same principal issue we addressed in [Masterson v. Diocese of Northwest Texas](#), 422 S.W.3d 594, 2013 WL 4608632 (Tex.2013): what methodology is to be used when Texas courts decide which faction is entitled to a religious organization's property following a split or schism? In [Masterson](#) we held that the methodology referred to as “neutral principles of law” must be used. But, in this case the trial court granted summary judgment on the basis of the “deference” or “identity”

methodology, and the record does not warrant rendition of judgment to either party based on neutral principles of law.

We reverse and remand to the trial court for further proceedings.

I. Background

The Episcopal Church (TEC) is a religious organization founded in 1789. It has three structural tiers. The first and highest is the General Convention. The General Convention consists of representatives from each diocese and most of TEC's bishops. It adopts and amends TEC's constitution and canons. The second tier is comprised of regional, geographically defined dioceses. Dioceses are governed by their own conventions. Each diocese's convention adopts and amends its own constitution and canons, but must accede to *648 TEC's constitution and canons. The third tier is comprised of local congregations. Local congregations are classified as parishes, missions, or congregations. In order to be accepted into union with TEC, missions and congregations must subscribe to and accede to the constitutions and canons of both TEC and the Diocese in which they are located.

In 1982 the Episcopal Diocese of Fort Worth (the Diocese or Fort Worth Diocese) was formed after the Episcopal Diocese of Dallas voted to divide into two parts. The Fort Worth Diocese was organized “pursuant to the Constitution and Canons of the Episcopal Church” and its convention adopted a constitution and canons. The Diocese's constitution provided that all property acquired for the Church and the Diocese “shall be vested in [the] Corporation of the Episcopal Diocese of Fort Worth.” The canons of the Diocese provided that management of the affairs of the corporation “shall be conducted and administered by a Board of Trustees of five (5) elected members, all of whom are either Lay persons in good standing of a parish or mission in the Diocese, or members of the Clergy canonically resident in the Diocese.” The Bishop of the Diocese was designated to serve as chair of the board of the corporation. After adopting its constitution and canons the Diocese was admitted into union with TEC at TEC's December 1982 General Convention.

In February 1983, the Fort Worth Diocese filed articles of incorporation for the Fort Worth Corporation. That same year the Dallas and Fort Worth Dioceses filed suit in Dallas County and obtained a judgment transferring part of the Dallas Diocese's real and personal property to the Fort

Worth Diocese. The 1984 judgment vested legal title of the transferred property in the Fort Worth Corporation, except for certain assets for which the presiding Bishop of the Dallas Diocese and his successors in office had been designated as trustee. The judgment transferred the latter assets to the Bishop of the Fort Worth Diocese and his successor in office as trustee.

Doctrinal controversy arose within TEC, leading the Fort Worth Corporation to file amendments to its articles of incorporation in 2006 to, in part, remove all references to TEC. The corporate bylaws were similarly amended. The 2007 and 2008 conventions of the Fort Worth Diocese voted to withdraw from TEC, enter into membership with the Anglican Province of the Southern Cone, and adopt amendments to the Diocese's constitution removing references to TEC.¹

¹ Three parishes in the Diocese did not agree with the actions and withdrew from the Diocese. The Fort Worth Corporation transferred property used by the withdrawing parishes to them.

TEC responded. It accepted the renunciation of Jack Iker, Bishop of the Fort Worth Diocese, and TEC's Presiding Bishop removed Iker from all positions of authority within TEC. In February 2009, TEC's Presiding Bishop convened a "special meeting of Convention" for members of the Fort Worth Diocese who remained loyal to TEC. Those present at the meeting elected Edwin Gulick as Provisional Bishop of the Diocese and Chair of the Board of Trustees for the Fort Worth Corporation. The 2009 Convention also voted to reverse the constitutional amendments adopted at the 2007 and 2008 Conventions and declared all relevant offices of the Diocese to be vacant. Bishop Gulick then appointed replacements to the offices declared vacant, including the offices of the Trustees of the Corporation. TEC recognized the persons elected at the 2009 Convention as the duly constituted leadership of the Diocese.

*649 TEC, Rev. C. Wallis Ohls, who succeeded Bishop Gulick as Provisional Bishop of the Episcopal Diocese of Fort Worth, and clergy and lay individuals loyal to TEC (collectively, TEC) filed suit against The Episcopal Diocese of Fort Worth, the Fort Worth Corporation, Bishop Iker, the 2006 trustees of the corporation, and former TEC members (collectively, the Diocese), seeking title to and possession of the property held in the name of the Diocese and the Fort Worth Corporation.² Both TEC and the Diocese moved

for summary judgment. A significant disagreement between the parties was whether the "deference" (also sometimes referred to as the "identity") or "neutral principles of law" methodology should be applied to resolve the property issue. TEC contended that pursuant to this Court's decision in  *Brown v. Clark*, 102 Tex. 323, 116 S.W. 360 (1909), the deference methodology has been applied in Texas for over a century and should continue to be applied. Under that methodology, it argued, TEC was entitled to summary judgment because it recognized Bishops Gulick and Ohls, the leaders elected at the 2009 convention, and the appointees of the Bishops as the true and continuing Episcopal Diocese. TEC also contended that even if the neutral principles methodology were applied, it would be entitled to summary judgment. The Diocese, on the other hand, contended that in  *Brown* this Court effectively applied the neutral principles methodology without specifically calling it by that name, and Texas courts have continued to substantively apply that methodology to resolve property issues arising when churches split. Under the neutral principles methodology, the Diocese argued, it was entitled to summary judgment affirming its right to the property. The Diocese also maintained that even if the deference methodology were applied, it would still be entitled to summary judgment.³

² The defendants sought mandamus in the court of appeals regarding whether the attorneys for TEC had authority to file suit on behalf of the Corporation and the Diocese. See  *In re Salazar*, 315 S.W.3d 279 (Tex.App.-Fort Worth 2010, orig. proceeding). The court of appeals conditionally granted mandamus relief, holding they did not.  *Id.* at 285–86.

³ The Diocese also asserts that we should dismiss certain tort claims TEC brought against individual defendants. The Diocese moved for summary judgment to dismiss these claims and argues that if we conclude the trial court erred in determining who was entitled to the property at issue, we should render the judgment the trial court should have rendered and dismiss the tort claims. Because of our disposition of the issue regarding who is entitled to the property, we do not address those claims.

The trial court agreed with TEC that deference principles should apply, applied them, and granted summary judgment

for TEC. The Diocese sought direct appeal to this Court and we noted probable jurisdiction. We had previously granted the petition for review in [Masterson](#), and we heard oral arguments for both cases on the same day.

II. Jurisdiction

[1] [2] The Government Code provides that “[a]n appeal may be taken directly to the supreme court from an order of a trial court granting or denying an interlocutory or permanent injunction on the ground of the constitutionality of a statute of this state.” [TEX. GOV'T CODE § 22.001\(c\)](#). The trial court granted summary judgment and issued injunctions ordering the defendants to surrender all Diocesan property and control of the Diocesan Corporation to the Episcopal Diocese of Fort Worth, and ordering the defendants to desist from holding themselves out as leaders of the Diocese. While the trial court order did not [*650](#) explicitly address the constitutionality of a statute, “[t]he effect of the trial court's order ... is what determines this Court's direct appeal jurisdiction.” [Tex. Workers' Compensation Comm'n v. Garcia](#), 817 S.W.2d 60, 61 (Tex.1991).

In its motion for summary judgment TEC argued, in part, that the actions of the Board of Trustees in amending the Fort Worth Corporation's articles of incorporation were void because the actions went beyond the authority of the corporation, which was created and existed as an entity subordinate to a Diocese of TEC. TEC argued that “[t]he secular act of incorporation does not alter the relationship between a hierarchical church and one of its subordinate units” and that finding otherwise “would risk First Amendment implications.” The Diocese, on the other hand, argued that the case was governed by the Texas Non-Profit Corporation Act⁴ and the Texas Uniform Unincorporated Nonprofit Association Act⁵; under those statutes a corporation may amend its articles of incorporation and bylaws; and TEC had no power to limit or disregard amendments to the Corporation's articles and bylaws.

⁴ [TEX.REV.CIV. STAT. arts. 1396–1.01 to 1396–11.02](#)

⁵ [TEX.REV.CIV. STAT. art. 1396–70.01](#)

In its summary judgment order the trial court cited cases it said recognized “that a local faction of a hierarchical church may not avoid the local church's obligations to the larger church by amending corporate documents or otherwise invoking nonprofit corporations law.” The trial court substantively ruled that because the First Amendment to the United States Constitution deprived it of jurisdiction to apply Texas nonprofit corporation statutes, applying them to determine the parties' rights would violate Constitutional provisions. The court's injunction requiring defendants to surrender control of the Fort Worth Corporation to the Episcopal Diocese of Fort Worth was based on that determination. The effect of the trial court's order and injunction was a ruling that the Non-Profit Corporation Act would violate the First Amendment if it were applied in this case. Accordingly, we have jurisdiction to address the merits of the appeal.

III. “Deference” and “Neutral Principles”

[3] In [Masterson](#) we addressed the deference and neutral principles methodologies for deciding property issues when religious organizations split. [422 S.W.3d at 647](#). Without repeating that discussion in full, suffice it to say that generally courts applying the deference approach to church property disputes utilize neutral principles of law to determine where the religious organization has placed authority to make decisions about church property. See [Jones v. Wolf](#), 443 U.S. 595, 603–04, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979). Once a court has made this determination, it defers to and enforces the decision of the religious authority if the dispute has been decided within that authority structure. [Id.](#) But courts applying the neutral principles methodology defer to religious entities' decisions on ecclesiastical and church polity issues such as who may be members of the entities and whether to remove a bishop or pastor, while they decide non-ecclesiastical issues such as property ownership and whether trusts exist based on the same neutral principles of secular law that apply to other entities. See [Serbian E. Orthodox Diocese v. Milivojevich](#), 426 U.S. 696, 708–09, 96 S.Ct. 2372, 49 L.Ed.2d 151 (1976). We concluded in [Masterson](#) that the neutral principles methodology was the substantive basis of our decision in [*651 Brown v. Clark](#), 102 Tex. 323, 116 S.W. 360 (1909), and that Texas courts should utilize that methodology in determining which faction of a

religious organization is entitled to the property when the organization splits. [422 S.W.3d at 647](#). We also concluded that even though both the deference and neutral principles methodologies are constitutionally permissible, Texas courts should use only the neutral principles methodology in order to avoid confusion in deciding this type of controversy. [Id.](#)

IV. Application

A. Summary Judgment—Deference

Based on our decision in [Masterson](#), we hold that the trial court erred by granting summary judgment to TEC on the basis of deference principles. [422 S.W.3d at 649](#).

B. Summary Judgment—Neutral Principles

TEC asserts that application of neutral principles may violate free-exercise protections if, for example, the Diocese is permitted to void its commitments to church laws because the specific formalities of Texas law governing trusts were not followed or if they are applied retroactively. See [Jones](#), 443 U.S. at 606, 99 S.Ct. 3020 (noting that the case did not “involve a claim that retroactive application of a neutral-principles approach infringes free exercise rights”). But TEC recognizes that whether application of the neutral principles approach is unconstitutional depends on how it is applied. See [id.](#) at 606, 99 S.Ct. 3020 (“It remains to be determined whether the Georgia neutral-principles analysis was constitutionally applied on the facts of this case.”). Because neutral principles have yet to be applied in this case, we cannot determine the constitutionality of their application. Further, TEC does not argue that application of procedural matters such as summary judgment procedures and burdens of proof are unconstitutional. Thus, we address the arguments of the parties regarding who is entitled to summary judgment pursuant to neutral principles and conclude that neither TEC nor the Diocese is. See [Gilbert Tex. Constr., L.P. v. Underwriters at Lloyd's London](#), 327 S.W.3d 118, 124 (Tex.2010) (noting that when both parties move for summary judgment and the trial court grants one motion and denies the other, appellate courts consider the summary-judgment

evidence, determine all questions presented, and render the judgment the trial court should have rendered).

Under the neutral principles methodology, ownership of disputed property is to be determined by considering evidence such as deeds to the properties, terms of the local church charter (including articles of incorporation and bylaws, if any), and relevant provisions of governing documents of the general church. E.g., [Jones](#), 443 U.S. at 602–03, 99 S.Ct. 3020; see [Presbyterian Church v. E. Heights](#), 225 Ga. 259, 167 S.E.2d 658, 659–60 (1969). TEC points out that deeds to the properties involved were not part of the summary judgment record when the trial court ruled. Thus, TEC argues, if we do not sustain the summary judgment in its favor, we should remand the case so the trial court may consider the record on the basis of neutral principles and the four factors referenced in [Jones](#): (1) governing documents of the general church, (2) governing documents of the local church entities, (3) deeds, and (4) state statutes governing church property. See [Jones](#), 443 U.S. at 602–03, 99 S.Ct. 3020. We agree that the case must be remanded for further proceedings under neutral principles.

Although deeds to the numerous properties involved were not before the trial court when it granted summary judgment, the Diocese asserts that there is no dispute ***652** about its holding title to and having control of the properties. But TEC disagrees with that position. And absent agreement or conclusive proof of title to the individual properties and the capacities in which the titles were taken, fact questions exist under neutral principles of law, at a minimum, about who holds title to each property and in what capacity.⁶ Accordingly, we cannot render judgment on the basis of neutral principles.

⁶ Deeds filed after the trial court granted summary judgment were dated both before and after the 1984 judgment transferring properties from the Dallas Diocese. The deeds dated after the judgment reflect various grantees. Some properties were deeded to the Fort Worth Corporation or local entities, while others were deeded in trust to the Corporation, local entities, or various other persons and entities.

C. Remand

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Because the trial court must apply neutral principles on remand, for its guidance we address certain arguments made by the parties relating to that methodology. See [Edinburg Hosp. Auth. v. Trevino](#), 941 S.W.2d 76, 81 (Tex.1997) (“Although resolution of this issue is not essential to our disposition of this case, we address it to provide the trial court with guidance in the retrial....”).

We first note that on remand the trial court is not limited to considering only the four factors listed in [Jones](#). As we said in [Masterson](#), [Jones](#) did not purport to establish a federal common law of neutral principles to be applied in this type of case. [422 S.W.3d at 651](#). Rather, the elements listed in [Jones](#) are illustrative. If it were otherwise and courts were limited to applying some, but not all, of a state's neutral principles of law in resolving non-ecclesiastical questions, religious entities would not receive equal treatment with secular entities. We do not believe the Supreme Court intended to say or imply that should be the case.

Next we address the Diocese's argument that under neutral principles courts do not defer to TEC's decisions about non-ecclesiastical matters such as the identity of the trustees of the Fort Worth Corporation. The Diocese argues that under the Non-Profit Corporation Act the trustees are the 2006 trustees who are named as defendants in this suit. TEC responds that the trustees are required by the corporate bylaws to be lay persons in “good standing,” the Diocese rules require them to be loyal Episcopalians, and the bylaws provide that trustees do not serve once they become disqualified. Those determinations, TEC argues, were made by Bishops Gulick and Ohls and the 2009 convention, and courts must defer to those determinations because they are ecclesiastical decisions.

While we agree that determination of who is or can be a member in good standing of TEC or a diocese is an ecclesiastical decision, the decisions by Bishops Gulick and Ohls and the 2009 convention do not necessarily determine whether the earlier actions of the corporate trustees were invalid under Texas law. The corporation was incorporated pursuant to Texas corporation law and that law dictates how the corporation can be operated, including determining the terms of office of corporate directors, the circumstances under which articles and bylaws can be amended, and the effect of the amendments. See TEX. BUS. ORG.CODE §§ 22.001–.409. We conclude that this record fails to show that,

as a matter of law, the trustees had been disqualified from serving as corporate trustees at the relevant times. Nor does the record conclusively show whether the 2009 appointments to the corporation board by Bishop Ohl were valid or invalid under Texas law, or whether, under Texas law, the actions taken by the trustees appointed *653 by Bishop Ohl in 2009 were valid or invalid.

Third, the Diocese argues that TEC has no trust interest in the property. TEC Canon I.7.4, also known as the Dennis Canon, provides:

All real and personal property held by or for the benefit of any Parish, Mission or Congregation is held in trust for this Church and the Diocese thereof in which such Parish, Mission or Congregation is located. The existence of this trust, however, shall in no way limit the power and authority of the Parish, Mission or Congregation otherwise existing over such property so long as the particular Parish, Mission or Congregation remains a part of, and subject this Church and its Constitution and Canons.

The Diocese asserts that this canon does not create a trust under Texas law, but that even if it does, it was revocable and the Diocese revoked it when the Diocesan canons were amended to state:

Property held by the Corporation for the use of a Parish, Mission or Diocesan School belongs beneficially to such Parish, Mission or Diocesan School only. No adverse claim to such beneficial interest by the Corporation, by the Diocese, or by The Episcopal Church of the United States of America is acknowledged, but rather is expressly denied.

TEC counters that the Dennis Canon creates a trust because the corporation acceded to it and the Diocese could not have

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adopted a canon revoking the trust. TEC also asserts that the statutes applicable to charitable trusts apply, but if they do not, a resulting trust or other trust may be applied here because the history, organization, and governing documents of the Church, the Diocese, and the parish support implication of a trust. The Diocese responds to TEC's arguments by referencing Texas statutory law requiring a trust to be in writing and providing that trusts are revocable unless they are expressly made irrevocable. See [TEX. PROP.CODE §§ 112.004, .051](#). These issues were not addressed by the trial court because it granted summary judgment based on deference principles. Upon remand the parties will have the opportunity to develop the record as necessary and present these arguments for the trial court to consider in determining the rights of the parties according to neutral principles of law. But regarding the trial court's consideration of the issue, we note that in [Masterson](#) we addressed the Dennis Canon and Texas law. There we said that even assuming a trust was created as to parish property by the Dennis Canon and the bylaws and actions of a parish non-profit corporation holding title to the property, the Dennis Canon “simply does not contain language making the trust *expressly* irrevocable ... Even if the Canon could be read to imply the trust was irrevocable, that is not good enough under Texas law. [[Texas Property Code § 112.051](#)] requires *express* terms making it irrevocable.” [Masterson](#), 422 S.W.3d at 413.

Finally, as to the argument that application of neutral principles may pose constitutional questions if they are retroactively applied, we note that over a century ago in [Brown v. Clark](#), 102 Tex. 323, 116 S.W. 360 (1909), our analysis and holding substantively reflected the neutral principles methodology.

V. Conclusion

We reverse the judgment of the trial court and remand the case to that court for further proceedings consistent with this opinion.

Justice WILLETT filed a dissenting opinion, in which Justice LEHRMANN, Justice BOYD, and Justice DEVINE joined.

*654 Justice WILLETT, joined by Justice LEHRMANN, Justice BOYD and Justice DEVINE, dissenting.

Until 1940, when Texans amended their constitution, the Supreme Court of Texas lacked any authority to decide direct appeals (i.e., appeals that leapfrog the court of appeals and pass directly to this Court). Four years later, the Legislature first exercised its new power to permit direct appeals, and in the sixty-nine years since, this Court has exercised that jurisdiction sparingly, only forty-three times. The reason is simply stated: Our direct-appeal jurisdiction is exceedingly narrow and only proper if the trial court granted or denied an injunction “on the ground of the constitutionality of a statute of this state.”¹

¹ [TEX. GOV'T CODE § 22.001\(c\)](#).

Today's direct appeal is directly unappealable. The trial court's order nowhere mentions any constitution or statute, much less the constitutionality of a statute. Indeed, the trial court stated verbally that it was not pivoting on the constitutionality of state law. This dispute undoubtedly has a First Amendment overlay, but for a direct appeal, constitutionality must exist not just in the ether, but in the order.

As the trial court did not determine “the constitutionality of a statute of this state,” its injunction could hardly be issued “on the ground of the constitutionality of a statute of this state.” Accordingly, we lack jurisdiction. As I have underscored before (albeit, like today, in a dissent):

Ultimately, it falls to us, the courts, to police our own jurisdiction. It is a responsibility rooted in renunciation, a refusal to exert power over disputes not properly before us. Rare is a government official who disclaims power, but liberties are often secured best by studied inaction rather than hurried action.²

² [In re Allcat Claims Serv., L.P.](#), 356 S.W.3d 455, 474 (Tex.2011) (Willett, J., concurring in part and dissenting in part).

The merits in this case are unquestionably important—and thankfully they are resolved today in a companion case³—but here the Court can only reach them by overreaching. We have no jurisdiction to decide this case as a direct appeal. I

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would dismiss for want of jurisdiction, and because the Court does otherwise, I respectfully dissent.

3  *Masterson v. Diocese of N.W. Tex.*, 422 S.W.3d 594, 2013 WL 4608632 (Tex.2013).

I. Background

The trial court in this case issued two injunctions, requiring the defendants (now styling themselves as the Episcopal Diocese of Fort Worth):

1. “to surrender all Diocesan property, as well as control of the Diocesan Corporation” to the Episcopal Church and other plaintiffs; and
2. “to desist from holding themselves out as leaders of the Diocese.”

The court's reasons for granting the injunctions are laid out in paragraphs one through three of its order:

1. The Episcopal Church (the “Church”) is a hierarchical church as a matter of law, and since its formation in 1983 the Episcopal Diocese of Fort Worth (the “Diocese”) has been a constituent part of the Church. Because the Church is hierarchical, the Court follows Texas precedent governing hierarchical church property disputes, which holds that in the event of a dispute among its members, a constituent part of a hierarchical church consists of those individuals remaining loyal to the hierarchical church body. Under the *655 law articulated by Texas courts, those are the individuals who remain entitled to the use and control of the church property.
2. As a further result of the principles set out by the Supreme Court in  *Brown* and applied in Texas to hierarchical church property disputes since 1909, the Court also declares that, because The Episcopal Church is hierarchical, all property held by or for the Diocese may be used only for the mission of the Church, subject to the Church's Constitution and canons.
3. Applying those same cases and their recognition that a local faction of a hierarchical church may not avoid the local church's obligations to the larger church by amending corporate documents or otherwise invoking nonprofit corporations law, the Court further declares

that the changes made by the Defendants to the articles and bylaws of the Diocesan Corporation are *ultra vires* and void.

(citations omitted).

There are no findings of fact or conclusions of law attached. The order does not mention the United States Constitution, the Texas Constitution, or any particular state statute. The only possible allusion to a statute is to “nonprofit corporations law,” which the trial court found the defendants could not “invok[e]” to “avoid [their] obligations to the larger church.” The trial court's legal support for this conclusion was a string citation to a number of cases, not a citation to any constitutional provision.

What is more, the defendants asked the trial court to amend the order to specify that the court had held a statute unconstitutional. The court declined to do so, orally stating that its ruling was based not on constitutionality, but rather on its application of  *Brown v. Clark*⁴:

4  116 S.W. 360 (Tex.1909).

I still can't just craft something to make it go to the Supreme Court. I mean, it—my understanding was that the—the trust laws that you were talking about don't apply in this situation because of  *Brown*, not because they're not constitutional.

Our decision in  *Brown* relied heavily on  *Watson v. Jones*.⁵  *Watson*, in turn, “appl[ied] not the Constitution but a ‘broad and sound view of the relations of church and state under our system of laws.’”⁶

5  80 U.S. 679, 13 Wall. 679, 20 L.Ed. 666 (1871).

6  *Hosanna–Tabor Evangelical Lutheran Church & Sch. v. E.E.O.C.*, — U.S. —, 132 S.Ct. 694, 704, 181 L.Ed.2d 650 (2012) (quoting  *Watson*, 80 U.S. at 727).

Nonetheless, the defendants filed a direct appeal. We noted probable jurisdiction and heard oral argument. But jurisdictional defects do not heal with age, no matter how novel, pressing, or consequential the issues at stake or how many judicial and party resources have been expended. The most fundamental restraint on judicial power is jurisdiction

—our very authority to decide cases in the first place—and if we lack it, we lack it.

II. Discussion

A. History of Direct Appellate Jurisdiction

A 1940 constitutional amendment gave the Legislature power to grant direct appeals to this Court.⁷ Not until 1944, though, did the Legislature do so.⁸ The original conferral allowed direct appeals from injunctions based on two grounds, *656 either (1) the constitutionality or unconstitutionality of a state statute, or (2) the validity or invalidity of certain state administrative orders.⁹ Today, the statutory grant of direct-appeal jurisdiction covers just one situation: “[A]n order of a trial court granting or denying an interlocutory or permanent injunction on the ground of the constitutionality of a statute of this state.”¹⁰

⁷ See *R.R. Comm’n of Tex. v. Shell Oil Co.*, 146 Tex. 286, 206 S.W.2d 235, 238 (1947).

⁸ *Id.*

⁹ *Id.*

¹⁰ TEX. GOV’T CODE § 22.001(c). The Constitution still allows the Legislature to provide for direct appeal from injunctions based on the validity of administrative orders, however. TEX. CONST. art. V, § 3–b. But the express constitutional grant of direct-appeal jurisdiction in Article 5, Section 3–b of the Constitution is arguably now unnecessary given the broadened wording of the general jurisdictional provision in Article 5, Section 3. See *Perry v. Del Rio*, 67 S.W.3d 85, 98 n. 4 (Tex.2001) (Phillips, C.J., dissenting) (“Since 1981, the Court’s appellate jurisdiction has extended to all civil cases ‘as ... provided ... by law,’ TEX. CONST. art. V, § 3, so that the Legislature could now provide for direct appeals without a specific constitutional grant of authority.”). Accordingly, the Legislature has now provided for direct appeal from certain trial court rulings that involve Public Utility Commission financing orders. TEX. UTIL.CODE § 39.303(f).

I have found only forty-three cases where we have exercised direct-appeal jurisdiction. That is, while such jurisdiction

has existed for nearly seventy years, we have exercised it stintingly. In twenty-four of the forty-three cases, our opinion made clear that the trial court either made a direct holding about a statute’s constitutionality or issued declaratory relief that a statute was or was not constitutional.¹¹ In eleven other cases, the trial court’s order clearly must have been based on constitutional grounds, either because the opinion implies that only constitutional issues were raised to the trial court¹² or because the trial court granted an injunction enforcing a statute over constitutional objection, thus implicitly upholding the statute against *657 constitutional attack.¹³ In two other cases, we summarily stated that the trial court granted or denied the injunction on the ground of a statute’s constitutionality.¹⁴ But in at least six direct-appeal cases, we did not make it clear why we thought the trial court’s injunction was based on constitutional grounds.¹⁵ These cases address jurisdiction rather cursorily, and only one of the opinions garnered a dissent on the jurisdictional issue,¹⁶ to which the majority opinion declined to respond.¹⁷

¹¹ See *Neeley v. West Orange–Cove Consol. Indep. Sch. Dist.*, 176 S.W.3d 746, 753–54 (Tex.2005); *State v. Hodges*, 92 S.W.3d 489, 493 (Tex.2002); *FM Props. Operating Co. v. City of Austin*, 22 S.W.3d 868, 872 (Tex.2000); *Owens Corning v. Carter*, 997 S.W.2d 560, 567–68 (Tex.1999); *Maple Run at Austin Mun. Util. Dist. v. Monaghan*, 931 S.W.2d 941, 945 (Tex.1996); *Barshop v. Medina Cnty. Underground Water Conservation Dist.*, 925 S.W.2d 618, 623, 625 (Tex.1996); *Edgewood Indep. Sch. Dist. v. Meno*, 917 S.W.2d 717, 727 (Tex.1995); *Richards v. League of United Latin Am. Citizens*, 868 S.W.2d 306, 308 (Tex.1993); *Tex. Ass’n of Bus. v. Tex. Air Control Bd.*, 852 S.W.2d 440, 442 (Tex.1993); *Orange Cnty. v. Ware*, 819 S.W.2d 472, 473 (Tex.1991); *O’Quinn v. State Bar of Tex.*, 763 S.W.2d 397, 398 (Tex.1988); *LeCroy v. Hanlon*, 713 S.W.2d 335, 336 (Tex.1986); *Wilson v. Galveston Cnty. Cent. Appraisal Dist.*, 713 S.W.2d 98, 99 (Tex.1986); *Spring Branch Indep. Sch. Dist. v. Stamos*, 695 S.W.2d 556, 558 (Tex.1985); *Shaw v. Phillips Crane & Rigging of San Antonio, Inc.*, 636

S.W.2d 186, 187 (Tex.1982); *Gibson Distrib. Co. v. Downtown Dev. Ass'n of El Paso, Inc.*, 572 S.W.2d 334, 334 (Tex.1978);  *Tex. Antiquities Comm. v. Dallas Cnty. Cmty. Coll. Dist.*, 554 S.W.2d 924, 925–27 (Tex.1977) (plurality opinion); *Smith v. Craddick*, 471 S.W.2d 375, 375–76 (Tex.1971); *State v. Scott*, 460 S.W.2d 103, 105 (Tex.1970); *State v. Spartan's Indus., Inc.*, 447 S.W.2d 407, 409 (Tex.1969); *Jordan v. State Bd. of Ins.*, 160 Tex. 506, 334 S.W.2d 278, 278–80 (1960);  *Smith v. Decker*, 158 Tex. 416, 312 S.W.2d 632, 633 (1958); *Rodriguez v. Gonzales*, 148 Tex. 537, 227 S.W.2d 791, 792–93 (1950); *Dodgen v. Depuglio*, 146 Tex. 538, 209 S.W.2d 588, 591–92 (1948).

12 See  *Conlen Grain & Mercantile, Inc. v. Tex. Grain Sorghum Producers Bd.*, 519 S.W.2d 620, 621–22 (Tex.1975); *Robinson v. Hill*, 507 S.W.2d 521, 523 (Tex.1974); *Itz v. Penick*, 493 S.W.2d 506, 508 (Tex.1973); *Smith v. Davis*, 426 S.W.2d 827, 829 (Tex.1968); *Shepherd v. San Jacinto Junior Coll. Dist.*, 363 S.W.2d 742, 742–43 (Tex.1962); *King v. Carlton Indep. School Dist.*, 156 Tex. 365, 295 S.W.2d 408, 409 (1956); *Dallas Cnty. Water Control & Improvement Dist. No. 3 v. City of Dallas*, 149 Tex. 362, 233 S.W.2d 291, 292 (1950).

13 See *Gibson Prods. Co. v. State*, 545 S.W.2d 128, 129 (Tex.1976); *Dancetown, U.S.A., Inc. v. State*, 439 S.W.2d 333, 334 (Tex.1969); *Schlichting v. Tex. State Bd. of Med. Exam'rs*, 158 Tex. 279, 310 S.W.2d 557, 558–59 (1958);  *H. Rouw Co. v. Tex. Citrus Comm'n*, 151 Tex. 182, 247 S.W.2d 231, 231–32 (1952).

14 See *State v. Project Principle, Inc.*, 724 S.W.2d 387, 389 (Tex.1987); *Duncan v. Gabler*, 147 Tex. 229, 215 S.W.2d 155, 156–57 (1948).

15 See *Del Rio*, 67 S.W.3d 85 (majority opinion);  *Tex. Boll Weevil Eradication Found., Inc. v. Lewellen*, 952 S.W.2d 454 (Tex.1997);  *Carrollton–Farmers Branch Indep. Sch. Dist. v. Edgewood Indep. Sch. Dist.*, 826 S.W.2d 489 (Tex.1992);  *Ass'n of Tex. Prof'l Educators v. Kirby*, 788 S.W.2d 827 (Tex.1990); *Parker v.*

Nobles, 496 S.W.2d 921 (Tex.1973); *Dobard v. State*, 149 Tex. 332, 233 S.W.2d 435 (1950).

16 *Del Rio*, 67 S.W.3d at 98–100 (Phillips, C.J., dissenting).

17 *Id.* at 89, 95 (majority opinion).

But in the vast majority of cases where we have exercised direct-appeal jurisdiction, it has been abundantly clear that the trial court issued or denied an injunction on the ground of a statute's constitutionality.

We have also issued at least eleven opinions in which we *dismissed* attempted direct appeals for want of jurisdiction because the statutory test was not met.¹⁸ We have variously explained that our direct-appeal jurisdiction “is a limited one,”¹⁹ that we have been “strict in applying” or have “strictly applied” direct-appeal jurisdictional requirements,²⁰ and that “[w]e have strictly construed our direct appeal jurisdiction.”²¹ Therefore, we have held that to meet the jurisdictional prerequisites, a trial court must actually “pass upon the constitutionality of [a] statute,”²² “determin[e]” a statute's constitutionality,²³ or “base its decision” on constitutional grounds.²⁴ Indeed, “[i]t is not enough that a question of the constitutionality of a statute may have been raised in order for our direct appeal jurisdiction to attach in injunction cases; in addition the trial court must have made a holding on the question based *on the grounds* of the constitutionality or unconstitutionality of the statute.”²⁵

18 See *Tex. Workers' Comp. Comm'n v. Garcia*, 817 S.W.2d 60 (Tex.1991); *Querner Truck Lines, Inc. v. State*, 652 S.W.2d 367, 368 (Tex.1983); *Mitchell v. Purolator Sec., Inc.*, 515 S.W.2d 101 (Tex.1974); *Holmes v. Steger*, 161 Tex. 242, 339 S.W.2d 663 (1960); *Standard Sec. Serv. Corp. v. King*, 161 Tex. 448, 341 S.W.2d 423 (1960); *Gardner v. R.R. Comm'n of Tex.*, 160 Tex. 467, 333 S.W.2d 585 (1960); *Bryson v. High Plains Underground Water Conservation Dist. No. 1*, 156 Tex. 405, 297 S.W.2d 117 (1956); *Corona v. Garrison*, 154 Tex. 124, 274 S.W.2d 541 (1955); *Lipscomb v. Flaherty*, 153 Tex. 151, 264 S.W.2d 691 (1954); *Boston v. Garrison*, 152 Tex. 253, 256 S.W.2d 67 (1953); *McGraw v. Teichman*, 147 Tex. 142, 214 S.W.2d 282 (1948).

19 *Gardner*, 333 S.W.2d at 588.

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20 *Querner Truck*, 652 S.W.2d at 368; *Mitchell*, 515 S.W.2d at 103.

21 *Garcia*, 817 S.W.2d at 61.

22 *Corona*, 274 S.W.2d at 541–42.

23 *King*, 341 S.W.2d at 425; *Bryson*, 297 S.W.2d at 119.

24 *Holmes*, 339 S.W.2d at 663–64.

25 *Mitchell*, 515 S.W.2d at 103 (emphasis in original).

*658 A close examination of the eleven cases where we dismissed for want of jurisdiction reveals strict adherence to the Legislature's restricted framework. For example, we held “no jurisdiction” where the trial court made the injunction decision based on *res judicata*²⁶ or where the trial court was directed to do so by a writ of prohibition by the court of civil appeals.²⁷ That is, because the trial court did not decide the merits of the constitutional issue, we lacked direct-appeal jurisdiction.²⁸ Similarly, we held that we did not have such jurisdiction where the trial court denied an injunction because the plaintiffs lacked “the necessary justiciable interest” to sue.²⁹ We even held that we lacked jurisdiction over a direct appeal of a temporary injunction involving a “serious question” of the constitutionality of a statute, because the real purpose of the temporary injunction was merely to preserve the status quo, and the trial court did not make any holdings finally determining the constitutional issue.³⁰

26 *Lipscomb*, 264 S.W.2d at 691–92.

27 *Gardner*, 333 S.W.2d at 589.

28 *Corona*, 274 S.W.2d at 541–42.

29 *Holmes*, 339 S.W.2d at 664.

30 *Mitchell*, 515 S.W.2d at 103–04.

B. Application

Given our long, consistent history of cautiously and narrowly construing our direct-appeal jurisdiction, the outcome of this case seems essentially predetermined: We lack jurisdiction. The Legislature allows parties to skip the court of appeals in one extraordinarily limited circumstance: where the trial court's injunction turned “on the ground of the

constitutionality of a [state] statute.”³¹ The crux and rationale of the trial court's order is dispositive. Here, the trial court did not “pass upon the constitutionality of a statute”³² “determin[e]” a statute's constitutionality,³³ or “base its decision” on constitutional grounds.³⁴ While the constitutional issues may have been *raised* in the trial court, that alone is “not enough.”³⁵

31 TEX. GOV'T CODE § 22.001(c).

32 *Corona*, 274 S.W.2d at 541–42.

33 *King*, 341 S.W.2d at 425; *Bryson*, 297 S.W.2d at 119.

34 *Holmes*, 339 S.W.2d at 663–64.

35 *Mitchell*, 515 S.W.2d at 103.

At most, the trial court's order only vaguely alludes to nonprofit-related statutes, and there is certainly no indication in the order that the trial court was making a constitutional determination. The trial court order refers generally to nonprofit law and says the defendants cannot rely on this law to escape the deference principle, providing a string citation as support. But only one of the cases in the string citation even refers to constitutional principles, and that case does not hold that only the deference approach is constitutional.³⁶ Moreover, that case was decided two years before the United States Supreme Court clarified in  *Jones v. Wolf* that the “deference” rule is not mandated by the First Amendment.³⁷

36 See  *Presbytery of the Covenant v. First Presbyterian Church of Paris, Inc.*, 552 S.W.2d 865, 870–71 (Tex.Civ.App.-Texarkana 1977, no writ).

37  443 U.S. 595, 605, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979).

A diaphanous hint that a statute was viewed through a constitutional prism is not enough to justify exercising our “limited”³⁸ and “strictly construed”³⁹ direct-appeal *659 jurisdiction. And here, the trial judge orally eschewed such a ruling, making it doubly clear that its order was not based on constitutional grounds. In light of  *Jones* (that the deference approach is *not* constitutionally required) and the trial court's comments (that it was holding the statutes inapplicable but not

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unconstitutional), it seems an impressive stretch to transform the trial court's citation to an ambiguous pre-[Jones](#) case into a constitutional holding striking down state law.

38 [Gardner](#), 333 S.W.2d at 588.

39 [Garcia](#), 817 S.W.2d at 61.

Perhaps the order's silence and the judge's disavowal are beside the point if unconstitutionality was the inescapable basis for the trial court's ruling, as the majority concludes. Indeed, the defendants contend the order makes no sense unless it turned on a constitutional holding. As the defendants interpret the order, the trial court effectively held certain statutes unconstitutional if applied to local churches of hierarchical religions. In their Statement of Jurisdiction, the defendants argue that a court can only reject statutes like this on "constitutional grounds." This assertion rests on the faulty premise that any time a court deems a statute inapplicable, it's because the statute would be unconstitutional if applied. Not true.

A court can refuse to apply a statute for various non-constitutional reasons. For example, if a statute purports to change long-standing common law, a court closely examines whether the Legislature truly intended to supplant the settled rule.⁴⁰ The trial court in this case may have applied (or misapplied) this kind of analysis, finding that pertinent statutes did not indicate legislative intent to abandon the common-law deference principle that we declared in [Brown](#). Perhaps the trial court looked at a century of legislative inaction after [Brown](#) and took it as legislative acquiescence. There are other non-constitutional reasons to deem a statute ineffective, like the absurdity doctrine.⁴¹ So even if a trial court implicitly invalidates a statute or finds it inapplicable, its reason for doing so is not necessarily because the Constitution demands it.

40 *See Energy Serv. Co. of Bowie v. Superior Snubbing Servs., Inc.*, 236 S.W.3d 190, 194 (Tex.2007) ("Of course, statutes can modify common law rules, but before we construe one to do so, we must look carefully to be sure that was what the Legislature intended.").

41 *See, e.g., TGS-NOPEC Geophysical Co. v. Combs*, 340 S.W.3d 432, 439 (Tex.2011).

Thus, it cannot be true that by following [Brown v. Clark](#), the trial court implicitly held that any statute that might apply under neutral principles is necessarily unconstitutional if applied to a church-property dispute in a hierarchical setting.

This argument is foreclosed by [Jones v. Wolf](#). If states are free, consistent with the First Amendment, to choose either approach, then choosing the deference test cannot equate to an implicit holding that applying statutes relevant under neutral principles would be unconstitutional. Nobody can argue that Texas courts are *required* to adopt neutral principles — [Jones](#) precludes that argument.

Tellingly, the defendants do not attempt to analogize this case to any other in which the Court has exercised direct-appeal jurisdiction. None is comparable. No constitutional question was presented (or decided) in the trial court, and none is presented (or decided) here.⁴²

42 The Rules of Civil Procedure previously specified that we could not accept such jurisdiction unless the case presented a constitutional question to *this* Court. [Lipscomb](#), 264 S.W.2d at 691–92, quotes the former rule (TEX.R. CIV. P. 499a(b)) as providing (emphasis added):

An appeal to the Supreme Court directly from such a trial court may present only the constitutionality or unconstitutionality of a statute of this State, or the validity or invalidity of an administrative order issued by a state board or commission under a statute of this State, *when the same shall have arisen by reason of the order of a trial court granting or denying an interlocutory or permanent injunction.*

Accordingly, we said that one of the prerequisites for direct-appeal jurisdiction was that a constitutional "question is presented to this Court for decision." [Bryson](#), 297 S.W.2d at 119. Admittedly, our Rules (which have since migrated to the Rules of Appellate Procedure) no longer specify that a direct appeal must present an actual constitutional question to this Court. TEX. R. APP. P. 57; *see also Del Rio*, 67 S.W.3d at 98–99 (Phillips, C.J., dissenting). But the Legislature's limited grant of such jurisdiction has not wavered, and we simply cannot accept a direct appeal unless a statute has been declared constitutional or unconstitutional. That did not happen here.

*660 Undoubtedly, we have already noted probable jurisdiction, heard argument on the merits, and committed substantial judicial resources to resolving the issues—to say nothing of the effort and cost expended by the parties. But to assert jurisdiction simply because it would be inconvenient to do otherwise betrays the deeply rooted constitutional principle that our jurisdiction is conferred ultimately from the People, directly through our Constitution and indirectly through our elected representatives.

Dismissing this case for want of jurisdiction would be sure to furrow brows, but there is no more principled reason to dismiss a case than to decide, even belatedly, that you lack the power to decide. Besides, and this is some consolation, the core merits issue presented—deciding which legal test should govern church-property disputes—is squarely resolved in today's companion case,⁴³ so a dismissal here would not unduly delay authoritative resolution or work any irreparable harm.

⁴³  *Masterson*, 422 S.W.3d 594.

III. Conclusion

Our characterizations of direct-appeal jurisdiction, something we have “strictly construed,” are not ambiguous:

- “rare”
- “restricted”
- “very limited”

In light of this consistent clarity, the Court's exercise of jurisdiction has an unfortunate *ipse dixit* quality to it. The statutory test for direct-appeal jurisdiction is whether the trial court made its decision “on the ground of the constitutionality of a [state] statute.” A statute, for example, must be invalidated, not just implicated. Direct-appeal jurisdiction is a rare (as it should be) short-circuiting of the usual rules, and I respectfully take exception to broadening the exception.

The power of judicial review—the authority to declare laws unconstitutional—is a genuinely stunning one, and one that judges exercise with surpassing trepidation. Given the stakes, it is difficult to imagine a judge striking down a legislative enactment stealthily, using gauzy language that requires reading between the lines. This judge certainly didn't believe

he had declared anything unconstitutional, and he said as much—on the record and unequivocally.

Today marks the second time this Court has stretched our direct-appeal jurisdiction beyond its statutory bounds.⁴⁴ The objective in both cases has apparently been to let the Court fast-forward to the merits of an important case. But an issue's importance and our commendable desire to resolve it swiftly does not give us license to enlarge our jurisdictional powers by fiat. In language that could have been written with today's case in mind, Chief Justice Phillips wrote in dissent over a decade ago:

⁴⁴ See *Del Rio*, 67 S.W.3d at 89 (majority opinion).

Dismissing a case on jurisdictional grounds may be frustrating to judges *661 and litigants alike, particularly when issues of statewide import are involved.... However, the Legislature has chosen to make direct appeal an uncommon remedy, available only in rare and specific situations. Regardless of the day's exigencies, our highest and only duty is to respect the appropriate limits of our power.... I fear that our Court has allowed a hard case to make bad law today.⁴⁵

⁴⁵ *Id.* at 100 (Phillips, C.J., dissenting).

The Court may come to rue its decision to assert direct-appeal jurisdiction in this case. Our rules seem to *mandate* our exercise of such jurisdiction in cases where a *permanent* injunction is based on the constitutionality of a statute (because our rules make direct-appeal jurisdiction discretionary only in *temporary* injunction cases).⁴⁶ Therefore, in addition to encroaching on the Legislature's constitutional prerogative to define our direct-appeal jurisdiction, the Court's decision may perversely *require* this Court to immediately hear all direct appeals of permanent injunctions that even vaguely implicate a statute's constitutionality.

⁴⁶ See *TEX.R.APP. P. 57.2*.

I would dismiss this case for want of jurisdiction, and because the Court does otherwise, I respectfully dissent.

All Citations

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EXHIBIT C

 KeyCite Yellow Flag - Negative Treatment
Distinguished by [High Road on Dawson v. Benevolent and Protective Order of Elks of the United States of America, Inc.](#), Tex.App.-Hous. (14 Dist.), August 31, 2020

602 S.W.3d 417
Supreme Court of Texas.

The EPISCOPAL DIOCESE OF
FORT WORTH, et al., Petitioners,

v.

The EPISCOPAL CHURCH, et al., Respondents

No. 18-0438

|
Argued December 5, 2019

|
OPINION DELIVERED: May 22, 2020

Synopsis

Background: National Episcopal church filed suit against local diocese that had left church over doctrinal differences, seeking title and possession to property held in name of diocese and non-profit corporation. The 141st District Court, Tarrant County, granted summary judgment to church. Diocese appealed. The Supreme Court, [422 S.W.3d 646](#), reversed and remanded. On remand, the District Court, [John P. Chupp, J.](#), entered summary judgment in favor of diocese and intervening local congregations. Church appealed. The Fort Worth Court of Appeals, [Sudderth, C.J.](#), [547 S.W.3d 353](#), reversed and rendered in part, reversed and remanded in part, and affirmed in part. Local diocese's petition for review and national church's conditional cross petition were granted.

Holdings: The Supreme Court, [Guzman, J.](#), held that:

- [1] equitable title to real property held by trust for diocese was held by withdrawing faction;
- [2] canon of national hierarchical church was not enforceable; and
- [3] claims that local diocese violated oaths and fiduciary duties owed to national hierarchical church would not support imposition of a constructive or resulting trust.

Affirmed in part and reversed in part.

Procedural Posture(s): On Appeal; Motion for Summary Judgment.

West Headnotes (13)

[1] **Constitutional Law**  Property

Although States have an obvious and legitimate interest in the peaceful resolution of property disputes, and in providing a civil forum where the ownership of church property can be determined conclusively, the First Amendment's free exercise and establishment clauses severely circumscribe the role that civil courts may play in resolving church property disputes. [U.S. Const. Amend. 1.](#)

[2] **Constitutional Law**  Property

The First Amendment free exercise and establishment clauses prohibit civil courts from resolving church property disputes on the basis of religious doctrine and practice. [U.S. Const. Amend. 1.](#)

[3] **Constitutional Law**  Property

Conflicting pressures exerted by the First Amendment's free exercise and establishment clauses require courts to walk a fine, and often indistinct, line in adjudicating ownership of church property when hierarchical entities disassociate. [U.S. Const. Amend. 1.](#)

[4] **Constitutional Law**  Property

Courts may settle church property disputes in a manner consistent with the First Amendment's free exercise and establishment clauses by examining in a purely secular manner the language of deeds, local church charters, state statutes, and provisions of a general church's constitution. [U.S. Const. Amend. 1.](#)

[5] **Constitutional Law** 🔑 Property

Religious Societies 🔑 Control, use, and title to property on division

Equitable title to real property held by trust for diocese of "Protestant Episcopal Church" within certain territorial limits was held by local diocese that had left church over doctrinal differences and parishes and missions in union with that faction, since First Amendment free exercise and establishment clauses and canons of that local diocese provided who could make amendments and under what circumstances, none of those circumstances incorporated or relied on ecclesiastical determination by national church, and nothing in diocese's or national church's documents precluded amendments rescinding accession to or affiliation with local diocese. *U.S. Const. Amend. 1.*

4 Cases that cite this headnote

[6] **Constitutional Law** 🔑 Property

Under the neutral principles approach for settling church property disputes in a manner consistent with the First Amendment's free exercise and establishment clauses, when ecclesiastical questions are at issue, deference is compulsory because courts lack jurisdiction to decide ecclesiastical questions. *U.S. Const. Amend. 1.*

2 Cases that cite this headnote

[7] **Constitutional Law** 🔑 Property

Under the neutral principles approach for settling church property disputes in a manner consistent with the First Amendment's free exercise and establishment clauses, while neutral principles of law are applied to issues such as land titles, trusts, and corporate formation, governance, and dissolution, even when religious entities are involved, if an instrument incorporates religious concepts so that interpretation of the instruments of ownership would require the civil court to resolve a religious controversy, a court must defer to the authoritative ecclesiastical body's resolution of that issue. *U.S. Const. Amend. 1.*

[8] **Constitutional Law** 🔑 Religious Organizations in General

If courts can presume majority rule without encroaching on the First Amendment's free exercise and establishment clauses, courts can apply majority-rule provisions in organizational documents when the parties have so provided. *U.S. Const. Amend. 1.*

[9] **Constitutional Law** 🔑 Property

Under the neutral principles approach for settling church property disputes in a manner consistent with the First Amendment's free exercise and establishment clauses, determinations as to which faction was true diocese loyal to church and which congregants were in good standing were ecclesiastical determinations to which court had to defer. *U.S. Const. Amend. 1.*

4 Cases that cite this headnote

[10] **Religious Societies** 🔑 Title and rights acquired and control and use of property or fund

Trusts 🔑 Transfer of legal title

Canon of national hierarchical church, purporting to impose a trust for the church and its diocese on parish, mission, and congregation real and personal property, was not enforceable under Texas trust law, where national church did not have legal title to the property at issue, and could not establish a trust for itself with respect to property that it did not own. *Tex. Prop. Code Ann. §§ 112.001, 112.004, 112.005.*

4 Cases that cite this headnote

[11] **Religious Societies** 🔑 Title and rights acquired and control and use of property or fund

Religious Societies 🔑 Control, use, and title to property on division

Trusts 🔑 Constitutional and statutory provisions

Trusts  Constitutional and statutory provisions

Claims that local diocese violated oaths and fiduciary duties owed to national hierarchical church by its decision to disaffiliate from the larger body due to doctrinal differences involved questions inextricably intertwined with First Amendment free exercise and establishment clauses implications, and thus would not support imposition of a constructive or resulting trust in post-schism property dispute. U.S. Const. Amend. 1.

for Episcopalian purposes. U.S. Const. Amend. 1.

[12] Constitutional Law  Ecclesiastical matters

The First Amendment's free exercise and establishment clauses prohibit civil courts from inquiring into matters concerning theological controversy, church discipline, ecclesiastical government, or the conformity of the members of a church to the standard of morals required of them. U.S. Const. Amend. 1.

1 Cases that cite this headnote

[13] Constitutional Law  Property

Estoppel  Title or claim to property

Religious Societies  Control, use, and title to property on division

Trespass to Try Title  Grounds of action and conditions precedent in general

Trusts  Constitutional and statutory provisions

Trusts  Constitutional and statutory provisions

National Episcopalian church's quasi estoppel and trespass-to-try title arguments involved questions inextricably intertwined with First Amendment free exercise and establishment clauses, and thus would not support imposition of constructive or resulting trust in post-schism property dispute, since both theories were rooted in national church's claim that loyal congregants comprised continuing entities, and quasi estoppel argument asserted withdrawing faction broke promises and oaths to use property

***419 ON PETITION FOR REVIEW FROM THE COURT OF APPEALS FOR THE SECOND DISTRICT OF TEXAS**

Attorneys and Law Firms

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Opinion

Justice Guzman delivered the opinion of the Court.

***420** Following a disagreement over religious doctrine, the Episcopal Diocese of Fort Worth and a majority of its congregations withdrew from The Episcopal Church. The church replaced the diocese's leaders with church loyalists, and both the disaffiliating and replacement factions claimed ownership of property held in trust for the diocese and local congregations. As all parties agree, a corporate entity holds legal title to the disputed property for the benefit of the Episcopal Diocese of Fort Worth and congregations in union with that diocese's convention.¹ The central issue on appeal is narrow: which faction of the splintered Episcopal diocese is the “Episcopal Diocese of Fort Worth”? The withdrawing faction contends that under the diocese's organizational documents, the unincorporated association's identity is determined by the majority. The church and the loyalists contend the entity's identity is an ecclesiastical determination the First Amendment requires courts to accept and, under secular law, a subordinate entity in a tiered association cannot unilaterally withdraw from the association

even under organizational documents providing for majority rule.

¹ Most of the disputed property is held in trust for a particular congregation, but some property, including administrative and recreational buildings, is held in trust for the diocese.

When this property dispute first came to the Court on direct appeal seven years ago, we held that what happens to property following a religious entity's disassociation from a hierarchical church is a nonecclesiastical issue to be determined based on the same neutral principles of law applicable to other entities unless the entity's affairs "have been ordered so that ecclesiastical decisions effectively determine the property issue."² Applying neutral principles to the undisputed facts, we hold that (1) resolution of this property dispute does not require consideration of an ecclesiastical question,³ (2) under the governing documents, the withdrawing faction is the Episcopal Diocese of Fort Worth, and (3) the trial court properly granted summary judgment in the withdrawing faction's favor. We therefore reverse the court of appeals' contrary judgment.

² *Episcopal Diocese of Fort Worth v. Episcopal Church*, 422 S.W.3d 646, 650 (Tex. 2013);  *Masterson v. Diocese of Nw. Tex.*, 422 S.W.3d 594, 607 (Tex. 2013).

³ See  *Jones v. Wolf*, 443 U.S. 595, 604, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979) ("[T]here may be cases where the deed, the corporate charter, or the constitution of the general church incorporates religious concepts in the provisions relating to the ownership of property.").

I. Background

The Episcopal Church (TEC) in the United States is a three-tiered religious organization founded in 1789. The first and highest tier of the organization is the General Convention, which consists of representatives from each regional diocese and most TEC bishops.⁴ The second tier is composed of geographically defined regional dioceses, each of which is governed by its own constitution and canons but must also accede to the General Convention's *421 constitutions and canons.⁵ Each diocese elects a bishop (Diocesan Bishop)

who is subject to TEC's ecclesiastical regulation, and each diocese is governed by a legislative body called a convention (Diocesan Convention). The Diocesan Bishop, clergy, and lay representatives from each congregation in the diocese comprise the convention. The third tier is composed of local parishes, missions, and congregations, which in turn adopt the constitution and canons of their regional diocese and the General Convention.

⁴ A "convention" is a legislative body of the church, and the "General Convention" is the national legislative body of the Episcopal Church. *An Episcopal Dictionary of the Church*, <https://episcopalchurch.org/library/glossary/general-convention>.

⁵ "Canons are the written rules that provide a code of laws for the governance of the church." *Id.*

In 1982, the Episcopal Diocese of Fort Worth (Fort Worth Diocese) was formed as an unincorporated association after the Episcopal Diocese of Dallas voted to divide. Since its inception, the Fort Worth Diocese's constitution has provided that church property "acquired for the use of a particular Parish or Mission" shall be held by the Corporation of the Episcopal Diocese of Fort Worth (the Diocesan Corporation) "in trust for the use and benefit of such Parish or Mission" that is in union with the diocese's convention (the Diocesan Trust).⁶ The constitution further provides that if a parish or mission dissolves, the property held in trust by the Diocesan Corporation "shall revert to said Corporation for the use and benefit of the Diocese, as such." Since its inception, amendments to the diocese's constitution and canons have been authorized based on a majority vote of the Diocesan Convention.⁷ Under the governing documents, election of the Diocesan Bishop and members of the diocese's standing committee require either a concurrent majority vote of diocesan clergy and laity attending the convention or a super-majority vote, depending on the circumstances.

⁶ Article 14 (formerly Article 13) of the Fort Worth Diocese's constitution states:

The title to all real estate acquired for the use of the Church in this Diocese, including the real property of all Parishes and Missions, as well as Diocesan Institutions, shall be held subject to control of the Church in The Episcopal Diocese of Fort Worth acting by and through a corporation known as "Corporation

of the Episcopal Diocese of Fort Worth.” All such property as well as all property hereafter acquired for the use of the Church and the Diocese, including Parishes and Missions, shall be vested in Corporation of the Episcopal Diocese of Fort Worth.

Corporation for the Episcopal Diocese of Fort Worth shall hold real property acquired for the use of a particular Parish or Mission in trust for the use and benefit of such Parish or Mission Such property may not be conveyed, leased or encumbered by Corporation of the Episcopal Diocese of Fort Worth without the consent of the Rector, Wardens and Vestry of such Parish or Mission. Upon dissolution of such Parish or Mission, property held in trust for it shall revert to said Corporation for the use and benefit of the Diocese, as such.

All other property belonging to the Diocese, as such, shall be held in the name of the Corporation

⁷ Article 2 of the Diocesan Constitution defines “convention” as the diocese's legislative body.

The Fort Worth Diocese's canons require the Diocesan Corporation's affairs to be conducted and administered by a Board of Trustees of five elected members, all of whom must be either (1) lay persons “in good standing of a parish or mission in the Diocese,” or (2) “members of the Clergy canonically resident in the Diocese.” The Diocesan Bishop serves as Chairman of the Board unless the bishop designates another officer of the corporation to serve as such. The canons empower the Board of Trustees to conduct the corporation's affairs “in accordance with its charter and by-laws and in accordance with the Constitution *422 and Canons of the Diocese from time-to-time adopted.”

In 1982, after the Fort Worth Diocese adopted its constitution and canons (Diocesan Constitution and Canons), it was admitted into union with TEC. At that time, the new diocese and every congregation in its jurisdiction “fully subscribe[d] to and accede[d] to the Constitution and Canons of The Episcopal Church.” The “Dennis Canon,” which purports to impose a trust on all church property for TEC's benefit, has been among TEC's governing principles since 1979. In contrast to the Diocesan Trust, it provides:

All real and personal property held by or for the benefit of any Parish, Mission or Congregation is held in trust for this Church and the Diocese thereof in which such Parish, Mission or Congregation is located. The existence of this trust, however, shall in no way limit the power and authority of the Parish, Mission or Congregation otherwise existing over such property so long as the particular Parish, Mission or Congregation remains a part of, and subject to, this Church and its Constitution and Canons.

In 1983, the Fort Worth Diocese filed articles incorporating the Diocesan Corporation as a Texas nonprofit of perpetual duration. Consistent with the Diocesan Constitution and Canons, the articles of incorporation required the corporation to administer trust property “in accordance with the Constitution and Canons of the Episcopal Diocese of Fort Worth as they now exist or as they may hereafter be amended.” At that time, the corporate bylaws also provided that “the affairs of this nonprofit corporation shall be conducted in conformity with the Constitution and Canons of the Episcopal Church in the United States of America and the Constitution and Canons of the Episcopal Diocese of Fort Worth, as they may be amended or supplemented from time to time.” Bylaws consistent with the Diocesan Constitution and Canons established the number of trustees, the terms of office, and the procedure for electing trustees and filling vacancies.⁸ Amendments to the bylaws were authorized on a majority vote of trustees attending any regular or special board meeting. The year after incorporation, friendly litigation between the Fort Worth and Dallas dioceses resulted in a judgment vesting legal title of certain real and personal property in the Diocesan Corporation.

⁸ See *TEX. BUS. ORGS. CODE* § 22.207.

Five years later, in 1989, the Fort Worth Diocese repudiated any trust imposed by the Dennis Canon by amending its canons to expressly disclaim the existence of a trust for TEC's benefit:

Property held by the Corporation for the use of a Parish, Mission or Diocesan School belongs beneficially to such Parish, Mission or Diocesan School only. No adverse claim to such beneficial interest by the Corporation, by the Diocese, or by The Episcopal Church of the United States of America is acknowledged, but rather is expressly denied.

Nearly two decades later, unresolved doctrinal differences culminated in a schism that precipitated this dispute. In 2006, the Diocesan Corporation unanimously amended its articles and bylaws to remove all references to TEC. The amendments also gave the trustees authority to determine the Diocesan Bishop's identity for purposes of the governing documents, if identity is disputed; allowed a majority of trustees to select the Chairman of the Board when the diocese is without a bishop; and authorized removal of a trustee by a majority of the board rather than by the *423 bishop. The amendments did not alter the terms of office or change the process for electing trustees or filling vacancies, but as of 2006, the bylaws required the corporation's trustees to be "lay persons in good standing of a parish or mission in the body now known as the Episcopal Diocese of Fort Worth, or members of the clergy canonically resident within the geographical region of the body now known as the Episcopal Diocese of Fort Worth."

Believing TEC had embraced doctrine reflecting "a substantial departure from the biblical and historic faith," the 2007 and 2008 conventions of the Fort Worth Diocese also voted overwhelmingly to withdraw from union with TEC. To that end, the conventions amended the Diocesan Constitution and Canons to remove references to TEC and to reflect membership with the Anglican Province of the Southern Cone.⁹ Under the continued leadership of Bishop Jack Iker, and operating as the "Episcopal Diocese of Fort Worth," the withdrawing faction which constituted the vast majority of the diocese retained control of property acquired for the use and benefit of the diocese and its congregations.¹⁰

⁹ For example, prior to 2008, the preamble to the Diocesan Constitution and Canons referred to the Fort Worth Diocese as "the Clergy and Laity of

the Episcopal Church resident in that portion of the State of Texas constituting what is known as The Episcopal Diocese of Fort Worth," but on a majority vote, the preamble was amended to describe the diocese as "the Clergy and Laity of the Episcopal Diocese of Fort Worth."

¹⁰ Three congregations loyal to TEC left the Fort Worth Diocese, taking their property with them.

Ecclesiastical and legal ramifications ensued from these actions. In December 2008, TEC accepted Bishop Iker's renunciation and removed him from all positions of authority within the church. TEC and clergy for the remaining congregants (collectively TEC) took the position that (1) the majority had no power to unilaterally withdraw a diocese from the hierarchical church, (2) those voting to do so contemporaneously vacated their official positions and immediately lost their status as communicants in good standing, and (3) any changes to the diocese's and corporation's organizational documents were void ab initio. In light of these determinations, TEC convened a special convention of the loyal faction to fill the offices "vacated" by those who had voted to disaffiliate from the national church. The special convention voted to reverse the constitutional amendments adopted at the 2007 and 2008 Diocesan Conventions; declared all offices of the diocese and the corporation's Board of Trustees vacant; and elected new "qualified" leaders for both the diocese and the corporation. Replacement of diocesan and corporate leaders admittedly did not comport with the requirements of the organizational documents, but TEC viewed the circumstances as an unforeseen emergency necessitated by improper actions of the former leadership. After recognizing the remaining Episcopal congregations and new leadership as the continuing "Episcopal Diocese of Fort Worth," TEC sued the opposing diocese and its leaders, the opposing corporate leaders, and departing congregations (collectively the Majority Diocese) to recover church property and endowment funds both factions claimed to control under the Diocesan Trust. TEC also laid claim to the property under the Dennis Canon. The heart of the dispute is the identity of the Fort Worth Diocese.

On cross-motions for summary judgment, a central issue was whether the property dispute should be resolved using the "deference" methodology or "neutral principles of law." "A court applying the *424 deference approach defers to and enforces the decision of the highest authority of the ecclesiastical body to which the matter has been carried."¹¹ "Under the neutral principles methodology, ownership of

disputed property is determined by applying generally applicable law and legal principles [and] will usually include considering evidence such as deeds to the properties, terms of the local church charter (including articles of incorporation and [bylaws], if any), and relevant provisions of governing documents of the general church.”¹² Applying the deference methodology, the trial court granted summary judgment in TEC's favor.

11  *Masterson v. Diocese of Nw. Tex.*, 422 S.W.3d 594, 602 (Tex. 2013).

12  *Id.* at 603.

On direct appeal, we reversed, holding Texas courts must use neutral principles of law to determine “which faction is entitled to a religious organization's property following a split or schism[.]”¹³ Though both the deference and neutral principles methodologies are constitutionally permissible, we adhere to the latter as the exclusive methodology “because it better conforms to Texas courts' constitutional duty to decide disputes within their jurisdiction while still respecting limitations the First Amendment places on that jurisdiction.”¹⁴ In a companion case issued the same day, we explained that “courts are to apply neutral principles of law to issues such as land titles, trusts, and corporate formation, governance, and dissolution, even when religious entities are involved.”¹⁵ We remanded the case to the trial court to allow the parties to develop a record under the appropriate methodology.¹⁶

13 *Episcopal Diocese of Fort Worth v. Episcopal Church*, 422 S.W.3d 646, 647 (Tex. 2013).

14  *Masterson*, 422 S.W.3d at 596.

15  *Id.* at 606.

16 *Episcopal Diocese*, 422 S.W.3d at 651-52.

To provide guidance on remand, we also addressed certain arguments the parties had made regarding application of the neutral-principles methodology. Among other things, we held that “who is or can be a member in good standing of TEC or a diocese is an ecclesiastical decision,” but the determinations TEC, the replacement bishops, and the 2009 special convention made as to those matters “[did] not necessarily determine whether *the earlier actions of*

the corporate trustees were invalid under Texas law.”¹⁷ Rather, Texas corporations law “dictates how the corporation can be operated, including determining the terms of office of corporate directors, the circumstances under which articles and bylaws can be amended, and the effect of the amendments,” and the summary judgment record did not conclusively establish that “the trustees had been disqualified from serving as corporate trustees at the relevant times.”¹⁸ Regarding the existence of a canonical trust, we held that “even assuming a trust was created as to parish property by the Dennis Canon,” trusts are revocable under Texas law unless they are expressly made irrevocable and “the Dennis Canon ‘simply does not contain language making the trust *expressly* irrevocable[.]’ ”¹⁹ Finally, we rejected TEC's retroactive application complaint because the neutral principles methodology *425 was substantively applied more than a century ago in  *Brown v. Clark*.²⁰

17 *Id.* at 652 (emphasis added).

18 *Id.* (citing TEX. BUS. ORGS. CODE §§ 22.001-.409).

19 *Id.* at 653 (quoting  *Masterson*, 422 S.W.3d at 613, and citing TEX. PROP. CODE §§ 112.004, .051).

20 *Id.* (citing  *Brown v. Clark*, 102 Tex. 323, 116 S.W. 360 (1909)).

On remand, the parties once again filed cross-motions for summary judgment with the opposite result ensuing from the application of neutral principles. The trial court (1) granted final judgment in the Majority Diocese's favor as to the disputed real property and endowment funds; (2) declared that since 2005, the trustees of the Diocesan Corporation were the duly elected representatives from the Majority Diocese, including Bishop Iker as Chairman of the Board; and (3) permanently enjoined TEC's clergy and leaders from acting as “The Episcopal Diocese of Fort Worth.”

The court of appeals reversed and rendered in part, reversed and remanded in part, and affirmed in part without a majority opinion.²¹ A lone opinion, joined only by its author, provides an exhaustive account of the record and a dissertation on the neutral principles methodology. For convenience, we refer to that opinion as the court of appeals' opinion.

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 547 S.W.3d 353 (Tex. App.—Fort Worth 2018). One panel member retired while the case was pending and the other concurred in the judgment without issuing an opinion.

The court held that (1) the Diocesan Trust is invalid, so real property ownership must be determined based on property-deed language; (2) the Dennis Canon trust is not enforceable under Texas law because “a proposed beneficiary [like TEC] cannot unilaterally name itself as the beneficiary of a trust involving another entity's property”; (3) the First Amendment requires deference to TEC's identification of the diocese affiliated with TEC because the organizational result of a schism is an ecclesiastical matter; (4) TEC lacks standing to claim control of the Diocesan Corporation; (5) the corporation's governing documents were amenable to amendment but the language used in the 2006 bylaws “the body now known as” the Fort Worth Diocese refers to the diocese affiliated with TEC because in 2006, the Fort Worth diocese was affiliated with TEC; (6) after 2008, the TEC-affiliated faction is the only one entitled to appoint the corporation's board; and (7) a constructive trust and other equitable relief is not available because “[whether] Bishop Iker and the rest are the perfidious oath-breakers characterized by the TEC parties is ... inextricably intertwined with First Amendment implications.” The court rendered judgment for TEC in part using 2 of 121 deeds as exemplars and remanded to the trial court to resolve the property dispute as to the remaining properties and disputed endowment funds.

We granted the Majority Diocese's petition for review and TEC's conditional cross petition.

II. Discussion

Congregants, local churches, and leaders of religious entities are free to disassociate from a hierarchical church at any time. The critical question is who keeps the property. With ten years of litigation behind them, all parties to this dispute now agree that:

- the Diocesan Trust is valid and enforceable according to its terms;
- the Diocesan Corporation holds *legal* title to the disputed property;
- *equitable* title is settled by the Diocesan Trust's terms;

- the trust beneficiaries are the local parishes and missions in union with the Convention of the Fort Worth Diocese;
- *426 • which parishes and missions are in union with each faction and which congregants are in good standing with each faction are ecclesiastical issues, but neither party challenges the good-standing of opposing members in the opposing parishes or the union of opposing congregations with the opposing diocese; and
- the only issue with regard to the Diocesan Trust is which faction constitutes the continuation of the Fort Worth Diocese.

In resolving this dispute, both sides acknowledge that *Episcopal Diocese of Fort Worth v. Episcopal Church*²² and  *Masterson v. Diocese of Northwest Texas*²³ require application of neutral principles of law, but they disagree about how those principles apply to this case.

²² 422 S.W.3d at 646-47.

²³  422 S.W.3d at 596.

The Majority Diocese asserts that the Diocesan Constitution and Canons affirm its identity as the Fort Worth Diocese because all actions taken to disassociate conformed with its provisions and were not in conflict with the terms of the General Covention's constitution and canons. TEC takes the position that, even under neutral principles, Texas courts must defer to a hierarchical church's superior authority to determine which faction constitutes the true diocese. In TEC's view, the identity of the Fort Worth Diocese is a church membership issue, not a property issue, because the church does not recognize the power of a subordinate unit to secede. Accordingly, TEC contends the property dispute is settled in its favor as an “incidental effect” of the hierarchical church's ecclesiastical determinations regarding the Fort Worth Diocese's qualified representatives. TEC further contends that under Texas unincorporated associations law, a subordinate entity of a tiered organization cannot be unilaterally withdrawn even on the vote of a majority.

In addition, and in the alternative, TEC claims beneficial title under the terms of the Dennis Canon, which it maintains is a valid trust that either could not be revoked by the 1989 amendment to the Diocesan Constitution and Canons or is irrevocable as a contractual trust. And if TEC does not prevail under either of the express trusts, it seeks control of the

disputed church property under constructive-trust and quasi-stoppel theories. Finally, TEC challenges the ruling of the lower courts that it lacks standing to pursue its claims as to the Diocesan Corporation.

A. Neutral Principles of Law

[1] [2] [3] Church property disputes predate our nation's founding, but the passage of time has not made resolving such matters any less complicated. States have “an obvious and legitimate interest in the peaceful resolution of property disputes, and in providing a civil forum where the ownership of church property can be determined conclusively.”²⁴ Even so, the First Amendment of the United States Constitution “severely circumscribes the role that civil courts may play in resolving church property disputes.”²⁵ “Most importantly, the First Amendment prohibits civil courts from resolving church property disputes on the basis of religious doctrine and practice.”²⁶ But the “conflicting pressures”²⁷ exerted by the First Amendment's free exercise and establishment clauses require courts to walk a fine, and often indistinct, line in adjudicating ownership of church property when hierarchical entities disassociate.²⁸

[4] Church property disputes involving hierarchical church organizations, like TEC, are challenging because their organizational structure requires subordinate units to accede to ecclesiastical control by higher authorities. Historically, three different approaches have been employed to resolve those disputes: the departure-from-doctrine principle, which requires courts to award property to whichever faction of the church adheres to “the true standard of faith”;²⁹ the deference approach, which requires courts to defer to and enforce the decision of the highest authority of the ecclesiastical body to which the matter has been carried;³⁰ and the neutral principles of law method, which allows courts to settle church property disputes by examining in a purely secular manner the language of deeds, local church charters, state statutes, and provisions of a general church's constitution.³¹ The United States Supreme Court has rejected the departure-from-doctrine method (also known as the “English approach”) as contrary to the First Amendment.³² But both the deference and neutral principles methodologies are constitutionally permissible.³³ “Indeed, ‘a State may adopt *any* one of various approaches for settling church property disputes so long as it involves no consideration of doctrinal matters ... or the tenets of faith.’ ”³⁴ A majority of states, including Texas, apply the neutral principles approach.³⁵

24  *Jones v. Wolf*, 443 U.S. 595, 602 & n.1, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979).

25  *Id.* (quoting  *Presbyterian Church v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church*, 393 U.S. 440, 449, 89 S.Ct. 601, 21 L.Ed.2d 658 (1969)).

26  *Id.*

27  *Cutter v. Wilkinson*, 544 U.S. 709, 719, 125 S.Ct. 2113, 161 L.Ed.2d 1020 (2005).

28 See  *Masterson*, 422 S.W.3d at 606; see also  *Serbian E. Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 734, 96 S.Ct. 2372, 49 L.Ed.2d 151 (1976) (Rehnquist, J., dissenting) (cautioning that blind deference to church determinations may avoid a free exercise problem but create “far more serious” Establishment Clause problems).

29  *Watson v. Jones*, 80 U.S. 13 Wall. 679, 727-29, 20 L.Ed. 666 (1871); See  *Jones*, 443 U.S. at 599 & n.1, 99 S.Ct. 3020.

30  *Jones*, 443 U.S. at 603-05, 99 S.Ct. 3020; See  *Watson*, 80 U.S. at 727-29 (“[W]henver the question of discipline, or of faith, or ecclesiastical rule, custom, or law have been decided by the highest of church judicatories to which the matter has been carried, the legal tribunals must accept such decisions as final, and as binding on them.”).

31  *Jones*, 443 U.S. at 602-03, 99 S.Ct. 3020; See  *Watson*, 80 U.S. at 727-29 (“Religious organizations come before us in the same attitude as other voluntary associations ... and their rights are equally under the protection of the law ... [according to decisive principles] applicable alike to all of its class[.]”).

32  *Jones*, 443 U.S. at 599 & n.1, 99 S.Ct. 3020 (1979);  *Presbyterian Church v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church*, 393 U.S. 440, 443 & n.2, 449-50, 89 S.Ct. 601, 21 L.Ed.2d 658 (1969);  *Watson*, 80 U.S. at 727-29; *See* U.S. CONST., amend. I (“Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof[.]”).

33  *Jones*, 443 U.S. at 602-04, 99 S.Ct. 3020;  *Watson*, 80 U.S. at 727-29.

34  *Jones*, 443 U.S. at 602, 99 S.Ct. 3020 (quoting  *Md. & Va. Churches v. Sharpsburg Church*, 396 U.S. 367, 368, 90 S.Ct. 499, 24 L.Ed.2d 582 (1970) (Brennan, J., concurring) (emphasis in original)).

35  *Masterson v. Diocese of Nw. Tex.*, 422 S.W.3d 594, 606-07 & n.6 (Tex. 2013).

[5] The United States Supreme Court's leading neutral principles case is  *Jones v. Wolf*, which involved a property dispute after a local church split from a *428 hierarchal church organization.³⁶ There, like here, the local church's actions were subject to ecclesiastical review and regulation by the higher church.³⁷ But the Supreme Court approved the state court's use of the neutral principles methodology to determine ownership of the property.³⁸  *Jones* identifies several advantages of the neutral principles approach, including that it (1) “promises to free civil courts completely from entanglement in questions of religious doctrine, polity, and practice”; (2) is “flexible enough to accommodate all forms of religious organization and polity”; and (3) encourages churches to avail themselves of “appropriate reversionary clauses and trust provisions” to control what happens to church property if a dispute arises, such as by identifying “what religious body will determine ownership in the event of a schism or doctrinal controversy.”³⁹ The Court explained that neutral principles of law rely exclusively on objective, well-established concepts of trust and property law that are familiar to judges and lawyers and produce outcomes reflecting the parties' intentions before the dispute erupted.⁴⁰

36  443 U.S. at 597, 99 S.Ct. 3020.

37  *Id.* at 598, 99 S.Ct. 3020.

38  *Id.* at 603, 99 S.Ct. 3020.

39  *Id.*

40  *Id.* at 603, 606, 99 S.Ct. 3020.

[6] [7] But the neutral principles approach is not without limitations. When ecclesiastical questions are at issue, “deference is compulsory because courts lack jurisdiction to decide ecclesiastical questions.”⁴¹ So while neutral principles of law are applied to issues “such as land titles, trusts, and corporate formation, governance, and dissolution, even when religious entities are involved,”⁴² if an instrument “incorporates religious concepts” so that “interpretation of the instruments of ownership would require the civil court to resolve a religious controversy,” the court must defer to the authoritative ecclesiastical body's resolution of that issue.⁴³ And in some instances, “deferring to decisions of ecclesiastical bodies in matters reserved to them by the First Amendment may ... effectively determine the property rights in question.”⁴⁴

41  *Masterson*, 422 S.W.3d at 602.

42  *Id.* at 606.

43  *Jones*, 443 U.S. at 604, 99 S.Ct. 3020; *See*  *Serbian E. Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 709, 96 S.Ct. 2372, 49 L.Ed.2d 151 (1976) (the dispute “essentially involve[d] not a church property dispute, but a religious dispute the resolution of which ... is for ecclesiastical and not civil tribunals”).

44 *See*  *Milivojevich*, 426 U.S. at 709, 96 S.Ct. 2372.

Such was the case in  *Serbian Eastern Orthodox Diocese v. Milivojevich* in which a defrocked bishop asked the civil court to declare him the “true Diocesan Bishop” of an undivided diocese.⁴⁵ When the Mother Church in Russia removed Bishop Milivojevich from his post as head of the diocese and reorganized the diocese by dividing it into three parts, Milivojevich sued in Illinois state court to reverse the church's

63 Tex. Sup. Ct. J. 1151

disciplinary and organizational determinations on the basis that the church's tribunal exceeded the scope of its authority under church law and therefore acted arbitrarily.⁴⁶ The state court ruled in Milivojevich's favor, holding the Mother Church violated its own procedures and internal regulations and lacked authority to divide the diocese.

45  *Id.* at 707, 96 S.Ct. 2372.

46  *Id.*

*429 On appeal, the Supreme Court reversed, observing the state court's judgment “rest[ed] upon an impermissible rejection of the decisions of the highest ecclesiastical tribunals” and impermissibly substituted its own inquiry into church polity. The Court explained:

For civil courts to analyze whether the ecclesiastical actions of a church judicatory are in that sense “arbitrary” must inherently entail inquiry into the procedures that canon or ecclesiastical law supposedly requires the church judicatory to follow, or else into the substantive criteria by which they are supposedly to decide the ecclesiastical question. But this is exactly the inquiry that the First Amendment prohibits; recognition of such an exception would undermine the general rule that religious controversies are not the proper subject of civil court inquiry, and that a civil court must accept the ecclesiastical decisions of church tribunals as it finds them.⁴⁷

47  *Id.* at 713, 96 S.Ct. 2372.

The “basic dispute” in  *Milivojevich* was control of the Eastern Orthodox Diocese for the United States of America and Canada, its property, and assets.⁴⁸ But control of church property was merely an “incidental effect” of deciding who ran the church itself because church charters vested control in the denominational leader, which only the Mother Church

had authority to select.⁴⁹ As the Court explained, “this case essentially involves not a church property dispute, but a religious dispute the resolution of which under our cases is for ecclesiastical and not civil tribunals.”⁵⁰

48  *Id.* at 698, 96 S.Ct. 2372.

49  *Id.* at 699, 701, 709-10, 96 S.Ct. 2372.

50  *Id.* at 709, 96 S.Ct. 2372.

Consistent with  *Milivojevich*, we have observed that “[c]ourts applying the neutral principles methodology defer to religious entities' decisions on ecclesiastical and church polity issues such as who may be members of the entities and whether to remove a bishop or pastor.”⁵¹ That is, what happens to the *relationship* between a hierarchical religious organization and a subordinate unit after a vote to disassociate “is an ecclesiastical matter over which civil courts generally do not have jurisdiction.”⁵² “But what happens to the property **is not**, unless the [local entity's] affairs have been ordered so that ecclesiastical decisions effectively determine the property issue.”⁵³

51 *Episcopal Diocese of Fort Worth v. Episcopal Church*, 422 S.W.3d 646, 650 (Tex. 2013).

52  *Masterson v. Diocese of Nw. Tex.*, 422 S.W.3d 594, 607 (Tex. 2013).

53  *Id.* (emphases added).

The Majority Diocese acknowledges TEC's ecclesiastical authority but contends property ownership is a temporal matter determined by what the diocese's charters, state statutes, and TEC's constitution and canons actually say about the Fort Worth Diocese's governance. TEC contends ecclesiastical matters determine what happens to the property at issue here because (1) the dispute is essentially a question of church leadership, which is indisputably an ecclesiastical question, and (2) the parties ordered the Fort Worth Diocese's affairs so that ecclesiastical decisions effectively determine the property issue. At bottom, the disagreement centers on what effect the majority's disassociation vote had on the Fort Worth Diocese's identity specifically, whether the majority faction constitutes the continuation of that entity or whether the majority left as individuals and became something else.

***430 B. Diocesan Identity for
Purposes of the Diocesan Trust**

The Fort Worth Diocese is an unincorporated association formed and operating in Texas. Accordingly, issues concerning its officers and control are governed by the Texas Uniform Unincorporated Nonprofit Association Act.⁵⁴ Under Texas Associations law, control and governance are determined by the terms of the Fort Worth Diocese's charters.⁵⁵

⁵⁴ See [TEX. BUS. ORGS. CODE § 1.103](#) (for entities formed in Texas without filing instruments with the state, “the law governing the entity's formation and internal affairs is the law of the entity's jurisdiction of formation”); see also [TEX. REV. CIV. STAT. art. 1396-70.01](#) (expired January 1, 2010); [TEX. BUS. ORGS. CODE § 402.006](#) (“[P]rior law governs the acts, contracts, or transactions of the entity or its managerial officials, owners, or members that occur before the mandatory application date” of January 1, 2010); [Dist. Grand Lodge No. 25 v. Jones](#), 138 Tex. 537, 160 S.W.2d 915, 922 (Tex. Com.App. 1942) (“It is generally held that the constitution and by-laws of a voluntary association, whether incorporated or not, are controlling as to its internal management.”).

⁵⁵ See [TEX. BUS. ORGS. CODE §§ 1.002\(35\) \(A\)](#) (“ ‘Governing authority’ means a person or group of persons who are entitled to manage and direct the affairs of an entity under this code and the governing documents of the entity”), [.002\(36\)\(A\)\(ii\)](#) (“ ‘Governing documents’ means ... the other documents or agreements adopted by the entity under this code to govern the formation or the internal affairs of the entity.”), [.002\(53\)\(D\)](#) (defining a “member” of a nonprofit association as “a person who has membership rights in the nonprofit association under its governing documents”), [.002\(63\)](#) (an “officer” is “an individual elected, appointed, or designated as an officer of an entity by the entity's governing authority or under the entity's governing documents”); [3.002](#) (“The requirements for the formation of and the determination of the existence

of a nonfiling entity are governed by the title of this code that applies to that entity.”), [.101](#) (“Subject to the title of this code that governs the domestic entity and the governing documents of the domestic entity, the governing authority of a domestic entity manages and directs the business and affairs of the domestic entity.”); [252.106](#) (“This chapter replaces existing law with respect to matters covered by this chapter but does not affect other law covering unincorporated nonprofit associations.”); see *id.* [§ 252.002](#) (“Principles of law and equity supplement this chapter unless displaced by a particular provision of this chapter.”).

TEC argues, however, that we cannot rely on these documents to determine who controls the Fort Worth Diocese and whether the actions taken at the 2007 and 2008 conventions were valid. Rather, TEC argues that, like [Milivojevich](#), the property dispute in this case is incidentally settled by deference to TEC's determination as to who its denominational representatives are. No one disputes that TEC's determinations as to its denominational leaders and “good standing” with the church are ecclesiastical questions. But unlike [Milivojevich](#), the Fort Worth Diocese's affairs were not arranged so that ecclesiastical decisions “effectively determine the property issue.”⁵⁶ [Milivojevich](#) is distinguishable from this case because there, unlike here, control of church property was placed in the hands of a denominational leader.

⁵⁶ [Masterson](#), 422 S.W.3d at 606-07.

Here, the parties arranged the diocese's affairs so that a majority of the diocese and its convention control the unincorporated association. The Fort Worth Diocese's charters provide that (1) a majority vote of its convention can amend the Diocesan Constitution and Canons and convention rules; (2) a majority vote of the convention elects the Diocesan Bishop, officers of the diocese's standing committee, and trustees of the Diocesan Corporation; and (3) a majority vote of the convention can admit, suspend, or restore a parish or mission to union with the Convention.

Notably, in [Jones v. Wolf](#), the Supreme [*431](#) Court held that the First Amendment does not preclude a state from adopting a *presumptive* rule of majority rule.⁵⁷ This is so because “the majority faction generally can be identified without resolving any question of religious doctrine or

polity.”⁵⁸ Moreover, “any rule of majority representation can always be overcome, under the neutral-principles approach, either by providing in the corporate charter or the constitution of the general church, that the identity of the local church is to be established in some other way ... [such as] by providing that the church property is held in trust for the general church and those who remain loyal to it.”⁵⁹

57  *Jones v. Wolf*, 443 U.S. 595, 607, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979).

58  *Id.*

59  *Id.* at 607-08, 99 S.Ct. 3020.

[8] Rather than advocating for a *presumption* of majority rule to determine that it remains the Fort Worth Diocese, the majority faction simply asks the court to enforce the majority-rule provisions in the organizational documents.⁶⁰ If courts can *presume* majority rule without encroaching on constitutionally protected terrain, courts can certainly apply that rule when the parties have so provided. Accordingly, having complied with the diocese's charters, the majority, not the minority, constitutes the continuation of the Fort Worth Diocese under the terms of its charter.

60 See  *Masterson*, 422 S.W.3d at 613 (holding that amendments to a corporation's organizational documents were valid absent “any provision in the corporate documents” permitting TEC to invalidate those amendments or any “Texas law precluding the corporation from amending its articles and bylaws to exclude references” to TEC).

TEC's contrary argument that deference is required, rather than majority rule, is virtually indistinguishable from the approach the dissent in  *Masterson* advocated.⁶¹ As in  *Masterson*, TEC contends the First Amendment mandates deference because, as a matter of church law, subordinate units have no authority to disassociate. Accordingly, in TEC's view, the actions of the 2007 and 2008 Diocesan Conventions were *instantaneously* null and void; those voting to disassociate *immediately* vacated their offices and lost standing in canonical bodies; and these are binding ecclesiastical decisions regardless of what the Fort Worth Diocese's governing documents say. Consequently, TEC takes the position that, even if the majority voted to secede,

they did so as individuals and not as an intact entity constituting the Fort Worth Diocese.

61 See  *id.* at 618 (Lehrmann, J., dissenting) (“It follows that Bishop Ohl's determination regarding the parish's authority (or, more accurately, lack of authority) to withdraw from TEC is a binding ecclesiastical decision, irrespective of the corporate form taken by the parish. In turn, since Good Shepherd did not validly withdraw from TEC, Good Shepherd remained a constituent thereof and consequently remained subject to TEC's and the Diocese's Constitutions and Canons.”).

TEC points out that when the Fort Worth Diocese joined the hierarchical church organization it acceded to the General Convention's constitution and canons. But in 2007 and 2008, a majority of the Diocesan Convention voted to amend its governing documents to change all provisions referring to TEC and requiring compliance with its canons and constitution. No provision in any of the organizational documents, including those of the national church, precluded them from doing so. *432 TEC's charters are silent about withdrawal of a diocese. Moreover, whether a diocese can secede from TEC does not affect the parties' property rights, because the Diocesan Trust has never required affiliation with TEC. Nor do the organizational documents restrict the diocese's authority to amend the Diocesan Constitution and Canons, such as by requiring the national church's approval or permission to make an amendment.⁶²

62 See  *Serbian E. Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 700-01, 96 S.Ct. 2372, 49 L.Ed.2d 151 (1976) (the diocesan constitution expressly required the Mother Church's approval for amendments to the constitution).

As we stated in  *Masterson*, “[a]bsent specific, lawful provisions in a corporation's articles of incorporation or bylaws otherwise, whether and how a corporation's directors or those entitled to control its affairs can change its articles of incorporation are secular, not ecclesiastical, matters.”⁶³ Rejecting the very same argument TEC advances here, we explained:

Bishop Ohl [the Diocesan Bishop] could, as an ecclesiastical matter, determine which faction of believers was recognized by and was the ‘true’ church loyal to the Diocese and TEC. Courts must defer to such ecclesiastical decisions. But under neutral principles, any decisions he made about the secular legal questions of whether the vote by the parish members to amend the bylaws and articles of incorporation was valid under Texas law and whether the bylaws and articles of incorporation were validly amended, **are not entitled to deference**. Nor does his decision identifying the loyal faction as the continuing Episcopal Parish operating Good Shepherd church determine property ownership under this record, as it might under the deference or identity methodology.⁶⁴

And more pointedly, we said the dissent's argument that the “corporation could not amend its articles of incorporation and bylaws to omit references to TEC and the Diocese because doing so would circumvent ‘an ecclesiastical decision made by a higher authority within a hierarchical church structure,’ is *in substance application of the deference methodology*.”⁶⁵

63 See  *Masterson*, 422 S.W.3d at 609.

64  *Id.* at 610 (emphasis added).

65  *Id.* at 612-13 (emphasis added).

The issue here is essentially the same as it was in  *Masterson* was the majority vote to amend the governing documents effective? And the same answer obtains: any decisions TEC made about the secular legal questions of whether the vote by the 2007 and 2008 Diocesan Conventions to amend the Diocesan Constitutions and Canons was valid under Texas law and whether they were validly amended are not entitled to deference.⁶⁶

66 In arguing that a subordinate unit of a hierarchical organization *cannot* be governed by majority rule under Texas law, TEC relies on cases involving lodges and masons, which hold special status under the law. See **TEX. BUS. ORGS. CODE §§ 23.104(c)** (“A subordinate body is subject to the jurisdiction and control of its respective grand body, and the warrant or charter of the subordinate body may be revoked by the grand body.”), .110 (“On the winding up and termination of a subordinate body attached to a grand body, all property and rights existing in the subordinate body pass to and vest in the grand body to which it was attached, subject to the payment of any debt owed by the subordinate body.”). While there is authority that such entities cannot disaffiliate even under majority rule, no similar provision governs unincorporated associations generally.

[9] In sum, TEC's determinations as to which faction is the true diocese loyal to the church and which congregants are in good standing are ecclesiastical determinations *433 to which the courts must defer. But applying neutral principles to the organizational documents, the question of property ownership is not entwined with or settled by those determinations. The Fort Worth Diocese's identity depends on what its documents say. To that end, the Diocesan Constitution and Canons provided who could make amendments and under what circumstances; none of those circumstances incorporate or rely on an ecclesiastical determination by the national church; and nothing in the diocese's or national church's documents precluded amendments rescinding an accession to or affiliation with TEC. Applying neutral principles of law, we hold that the majority faction is the Fort Worth Diocese and parishes and missions in union with that faction hold equitable title to the disputed property under the Diocesan Trust. We must therefore consider TEC's argument that the Dennis Canon creates a trust in its favor.

C. Dennis Canon Trust

[10] The Dennis Canon provides, in relevant part, that “all real and personal property held by or for the benefit of any Parish, Mission or Congregation is held in trust for [TEC][.]” The parties dispute the trust's validity under Texas law and its revocability.

Under Texas trust law, a trust may be created by any of the following methods:

- (1) a property owner's declaration that the owner holds the property as trustee for another person;
- (2) a property owner's inter vivos transfer of the property to another person as trustee for the transferor or a third person;
- (3) a property owner's testamentary transfer to another person as trustee for a third person;
- (4) an appointment under a power of appointment to another person as trustee for the donee of the power or for a third person; or
- (5) a promise to another person whose rights under the promise are to be held in trust for a third person.⁶⁷

A trust is created only if the settlor manifests, in writing, an intention to create a trust,⁶⁸ and a settlor may revoke a trust “unless it is irrevocable by the express terms of the instrument creating it or of an instrument modifying it.”⁶⁹

⁶⁷ TEX. PROP. CODE § 112.001.

⁶⁸ *Id.* §§ 112.002-.004.

⁶⁹ *Id.* § 112.051.

The court of appeals held that the Dennis Canon is not a valid trust under Texas law because “an entity that does not own the property to be held in trust cannot establish a trust for itself simply by decreeing that it is the beneficiary of a trust.”⁷⁰ As to revocability, we held in *Masterson* and *Episcopal Diocese* that even assuming the Dennis Canon is a valid trust, it is revocable under Texas law because it was not made expressly irrevocable.⁷¹ Moreover, “[e]ven if the Canon could be read to *imply* the trust was irrevocable, that is not good enough under Texas law. The Texas statute requires *express* terms making [the trust] irrevocable.”⁷²

⁷⁰ *547 S.W.3d 353, 424 (Tex. App.—Ft. Worth 2018).*

⁷¹ *Episcopal Diocese of Fort Worth v. Episcopal Church, 422 S.W.3d 646, 653 (Tex. 2013);*

Masterson v. Diocese of Nw. Tex., 422 S.W.3d 594, 613 (Tex. 2013).

⁷² *Masterson, 422 S.W.3d at 613* (emphases in original).

For the reasons stated by the court of appeals (among others), the Majority Diocese *434 asserts the Dennis Canon is not a valid trust, but even if it were valid, it was revocable and revoked by the 1989 amendment to the Diocesan Constitution and Canons, nearly two decades before this dispute arose.

TEC contends the Dennis Canon creates a valid trust and argues it is entitled to possession of the disputed property under that trust for two independent reasons: (1) the 1989 amendment was ineffective to revoke the Dennis Canon trust because, at that time, the Diocesan Constitution and Canons only authorized amendments to the diocese's canons that were “not inconsistent” with the national church's constitution and canons and (2) the trust is irrevocable because it is a contractual trust supported by valuable consideration. Neither argument is persuasive.

While it is true, as TEC says, that the diocese's organizational documents prohibited the adoption of canons inconsistent with the national church's constitution and canons, revocation is not inconsistent with a revocable trust. Moreover, in the twenty years between revocation and eruption of a dispute over the property,⁷³ TEC lodged no objection to the amended canon and does not now contend the 1989 amendment is invalid for any other reason than purported “inconsistency.”

⁷³ See *Jones v. Wolf, 443 U.S. 595, 606, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979)* (the objective under neutral principles is to determine “the intentions of the parties” at the local and national level regarding beneficial ownership of the property “before the dispute erupts” and as reflected in a “legally cognizable form”).

In the alternative, and contrary to our holdings in *Masterson* and *Episcopal Diocese*, TEC insists that the Dennis Canon is irrevocable notwithstanding the absence of express language of irrevocability, as required by Texas Property Code section 112.051. TEC cites *Shellberg v. Shellberg* for the proposition that a contractual trust supported by valuable consideration is irrevocable even when silent about the matter.⁷⁴ TEC contends that membership in the

national church is “valuable consideration” and that courts are precluded from considering whether the benefits of membership (including \$63,000 in grants, low-interest loans, and participation in the Church Pension Fund) constitute a fair trade for \$100 million worth of real estate for which TEC paid nothing.

74  459 S.W.2d 465, 470 (Tex. Civ. App.—Fort Worth 1970, writ ref’d n.r.e.).

 *Shellberg*, however, is patently distinguishable. In  *Shellberg*, five settlors signed a trust agreement stating the trust could be revoked by three or more of them.⁷⁵ Although each settlor provided valuable consideration for the trust, one of the settlors attempted to revoke the trust, noting the absence of express language of irrevocability as required by statute.⁷⁶ The attempted revocation did not comply with the trust’s express and bargained-for terms and was therefore ineffective: “A proper construction of the trust instruments involved in this case is that *by their terms* such trust can only be terminated short of the trust term by the agreement or consent of a majority of the beneficiaries.”⁷⁷  *Shellberg* is consistent with the statutory rule that the terms of a trust generally prevail over conflicting statutory provisions.⁷⁸ TEC has not identified any *435 provision constraining revocation of the Dennis Canon, so the statutory requirement of express language retains its legal force.

75  *Id.* at 467.

76  *Id.* at 469-70.

77  *Id.* at 470 (emphasis added).

78 See TEX. PROP. CODE § 111.0035(b) (subject to exceptions not applicable here, “[t]he terms of a trust prevail over any provision of this subtitle”).

D. TEC’s Remaining Claims

[11] By cross-petition, TEC seeks control of the disputed property via constructive-trust, quasi estoppel, and trespass-to-try-title theories and contends the lower courts improperly concluded it lacks standing to press its claims as to the Diocesan Corporation.

[12] The court of appeals declined TEC’s constructive-trust claim because such relief would require the court “to delve into the mysteries of faith,” impermissibly entangling the court in a dispute over religious doctrine.⁷⁹ We agree with the court’s analysis. The First Amendment prohibits civil courts from inquiring into matters concerning “‘theological controversy, church discipline, ecclesiastical government, or the conformity of the members of a church to the standard of morals required of them.’”⁸⁰

79  547 S.W.3d 353, 443-44 (Tex. App.—Fort Worth 2018).

80  *Serbian E. Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 714, 96 S.Ct. 2372, 49 L.Ed.2d 151 (1976) (quoting  *Watson v. Jones*, 80 U.S. 679, 733, 13 Wall. 679, 20 L.Ed. 666 (1872)).

The doctrinal controversy precipitating the schism involved a dispute over adherence to the true standard of faith. Reminiscent of the discredited departure-from-doctrine principle, TEC’s constructive-trust argument is premised on allegations that the withdrawing faction “‘broke a century’s worth of oaths and commitments’ when they left and took the TEC-affiliated property, resources, and name.”⁸¹ In the withdrawing faction’s view, it was TEC who engaged in heretical actions constituting a “substantial departure from the biblical and historic faith.” Determining whether the leaders of the withdrawing faction are “the perfidious oath-breakers characterized by the TEC parties”⁸² rather than the true adherents to the historic Episcopalian faith requires the type of inquiry that runs afoul of the First Amendment’s constraints. Civil courts lack jurisdiction to resolve disputes turning on tenets of faith.

81  547 S.W.3d at 443.

82  *Id.* at 444.

[13] TEC’s quasi estoppel and trespass-to-try title arguments fare no better. Both theories are rooted in TEC’s claim that the loyal congregants comprise the continuing entities, and the quasi estoppel argument, like TEC’s constructive-trust claim, asserts the withdrawing faction broke promises and oaths to use the property for Episcopalian purposes.

Finally, both the trial court and the court of appeals held TEC has no standing to pursue claims against the Diocesan Corporation's individual trustees for breach of duties to TEC.

Citing [Masterson](#), the court of appeals explained that the Corporation's documents do not require TEC's approval for amendments and Texas law does not preclude the trustees from making amendments to exclude references to TEC; accordingly, TEC cannot pursue claims that the Corporation's trustees breached fiduciary duties to TEC in doing so.⁸³ Because we agree the record does not support the existence of duties owed by the trustees to TEC, we affirm that portion of the court's judgment.

83

[Id.](#) at 442 (citing [Masterson](#), 422 S.W.3d at 613).

III. Conclusion

For the reasons stated, we affirm the court of appeals' judgment in part, reverse *436 the judgment in part, and render judgment reinstating the trial court's judgment.

Justice [Bland](#) did not participate in the decision.

All Citations

602 S.W.3d 417, 63 Tex. Sup. Ct. J. 1151

EXHIBIT D

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: § **CHAPTER 11**
§
ALL SAINTS EPISCOPAL CHURCH¹ § **CASE NO. 21-42461-elm11**
§
DEBTOR §

ALL SAINTS EPISCOPAL CHURCH, §
a Texas Non-Profit Corporation, §
§
Plaintiff, §
§
v. § **ADV. PRO. NO. 21-04082-ELM**
§
ALL SAINTS EPISCOPAL CHURCH, §
an Unincorporated Association in Union §
with the Episcopal Diocese of Fort §
Worth, and THE CORPORATION §
OF THE EPISCOPAL DIOCESE OF §
FORT WORTH, §
§
Defendants. §

**DECLARATION OF REVEREND CHRISTOPHER N. JAMBOR
IN SUPPORT OF DEBTOR’S MOTION FOR PARTIAL SUMMARY JUDGMENT**

¹ The last four digits of the Debtor’s tax identification number are 5880.

1. My name is Christopher N. Jambor. I am the Rector, President, and Chief Executive Officer of All Saints Episcopal Church, a Texas non-profit corporation, the debtor and debtor-in-possession in the above captioned bankruptcy proceeding and the plaintiff in the above captioned adversary proceeding (the “Debtor”).² I am the same C.N. Jambor who is listed with the Texas Secretary of State’s records concerning the Debtor as an officer and director of the Debtor. I have served as the Rector of the Debtor since November 1, 2003. In this capacity, I am personally familiar with the Debtor’s corporate form and history, day-to-day operations, business and financial affairs, and books and records. I am also personally familiar with the events related the departure of a faction of the Debtor’s congregation in 2009, the litigation discussed below, and the events leading to the Debtor’s bankruptcy filing. I submit this declaration in support of the motion for partial summary judgment filed by the Debtor.

A. Overview of the Relevant Parties and Summary of Dispute

2. Episcopalian All Saints was founded as an Episcopalian parish church in the 1940s. In 1953, the members of Episcopalian All Saints incorporated the Debtor as a Texas non-profit corporation to facilitate church operations and hold title to church assets. At the time, Episcopalian All Saints and the Debtor were associated with the Dallas Diocese, which was then a regional diocese within the Episcopal Church. In 1982, the Fort Worth Diocese was carved out of the Dallas Diocese, and from that date until 2008 Episcopalian All Saints and the Debtor were associated with the Fort Worth Diocese, a regional diocese within the Episcopal Church. The Diocesan Corporation was incorporated in 1983 to hold assets for the Fort Worth Diocese and local parishes.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Debtor’s brief in support of its motion for partial summary judgment.

3. In 2008, the Fort Worth Diocese elected to terminate its affiliation with the Episcopal Church because of doctrinal differences between the leadership of the Fort Worth Diocese and the Episcopal Church. After leaving the Episcopal Church, the Fort Worth Diocese ultimately affiliated with ACNA. In turn, this schism at the diocesan level of the Episcopal Church led to a splintering of leadership and membership at local parishes within the Fort Worth Diocese, including Episcopalian All Saints (whose members were the governing members of the Debtor). The overwhelming majority of Episcopalian All Saints' leaders and members, which also comprised the majority of the Debtor's members and elected board of directors (the Debtor's "Vestry"), determined to reject the breakaway movement and remain in union with the Episcopal Church. A small minority of the parish's and Debtor's leadership and members elected to follow the breakaway group by terminating their membership and association Episcopalian All Saints and reestablishing as a new unincorporated association in union with the ACNA-affiliated Fort Worth Diocese, which they also named All Saints' Episcopal Church despite their lack of association with the Episcopal Church (referred to herein as ACNA All Saints).

4. The schism led to disputes over control of the Diocesan Corporation as well as certain assets owned by the Diocesan Corporation in trust for the benefit of local parishes including Episcopalian All Saints. That dispute evolved to include a dispute over the assets of Episcopalian All Saints, which led to attempts by Defendants to seize the Debtor's assets, which in turn led to the Debtor's bankruptcy filing and, ultimately, this adversary proceeding.

B. Personal and Professional Background

5. I have been an Episcopalian all my life. Beginning in 1960, my family attended St. Cornelius' Episcopal Church in Dodge City, Kansas, where I was confirmed, married, and served as a vestryman. After graduating from an Episcopal high school, I attended Trinity University in San Antonio and then went on to medical school at the University of Kansas. While in medical

school, I married my wife, Pat. We had two children. After graduating from medical school, we moved back to Dodge City. I practiced pediatrics for fourteen years. I am certified by the American Board of Pediatrics. While living and working in Dodge City, I also served on the USD443 School Board. In the late 1980's, while running my medical practice, I was called to the priesthood. After years of prayerful discernment, I was sent to seminary at Nashotah House by the Diocese of Quincy. After graduation and a job search, I was hired by All Saints Episcopal Church of Fort Worth, and I moved to Fort Worth with my family in May 1995. I served as a Parochial Associate and Director of Christian Education for the Debtor for seven years.

6. In 2002, I was appointed Priest in Charge of the Debtor's congregation. During that time, I was the stand-in for the Rector of the Debtor. My duties included attending all vestry meetings and All Saints Episcopal School board meetings, signing checks, supervising the religious education programs at the school, chairing and attending commission and committee meetings, and attending every meeting of the Debtor's Endowment Board. Looking back, that year functioned as an extended training period for me. On November 1, 2003, I was elected by the Debtor's Vestry as the sixth Rector of the Debtor. I have held that position ever since.

C. The Debtor's Corporate History and Governance

7. All Saints Episcopal Church of Forth Worth has existed since the late 1940s. On March 30, 1953, the Debtor incorporated as a Texas non-profit corporation by the filing of a certificate of formation with the Texas Secretary of State. A true and correct copy of the Debtor's certificate of formation and minutes of the first meeting of the Debtor's incorporators is attached hereto as **Exhibit D-1**. The Debtor has continuously used the name All Saints Episcopal Church without interruption since the date of its incorporation. Under the Debtor's certificate of formation, the Debtor has no capital stock. The Debtor has members, which are identified as "the Communicants of All Saints Episcopal Church of Fort Worth." The Debtor's certificate of

formation requires that the Debtor hold an annual meeting of the Debtor's members. The Debtor refers to this annual meeting of members as the "Annual Parish Meeting," and it is required to be held in January of each year under the Debtor's bylaws, which the Debtor has done since the date of its incorporation.³ I have attended every Annual Parish Meeting since 1996 and presided over every Annual Parish Meeting since 2004.

8. When I became Rector of the Debtor in 2003, the Debtor's affairs were governed by bylaws dated January 21, 2001. A true and correct copy of these bylaws is attached hereto as **Exhibit D-2**.⁴ The Debtor's bylaws identify the Debtor's members as "Communicants in Good Standing of All Saints' Episcopal Church, as listed on its communicant rolls in accordance with the General Convention" of The Episcopal Church in the United States of America. Under the Debtor's bylaws, the Debtor's affairs are managed and overseen by a board of directors, referred to in the bylaws as the Debtor's "Vestry,"⁵ which typically meets monthly. The Vestry is comprised of fifteen members, each of which serves staggered three-year terms, with five members coming up for election each year. Since becoming the Rector of the Debtor in 2003, I have chaired and been present for every meeting of the Vestry of the Debtor, with the exception of five meetings that occurred during a sabbatical in 2012. The Debtor has maintained minutes of every monthly Vestry meeting during my tenure.

9. Vestry members are elected by majority vote of the members of the Debtor qualified to vote at the Annual Parish Meeting. The qualified voting requirements are set forth in the Debtor's bylaws and, as of 2009, consisted of being a confirmed communicant in good

³ Because of the ongoing pandemic, the Debtor's January 2021 Annual Parish Meeting was not held in person. Elections were conducted remotely and the in-person portion of the meeting was deferred until June 2021.

⁴ As discussed more fully below, the Debtor's bylaws were amended in 2012. However, the Debtor was governed by the 2001 bylaws at the time of the 2008-2009 departure of a faction of the Debtor's congregation.

⁵ When I refer to the Debtor's "Vestry" in this declaration I am referring to the Debtor's board of directors under its bylaws.

standing, 16 years of age or older, as listed on the communicant rolls in accordance with the General Convention of The Episcopal Church. During my twenty-six years with the Debtor, including and especially my eighteen years as Rector, the Debtor has always followed the requirements of the Debtor's bylaws in electing members of the Vestry. The Debtor's Nominating Committee, a standing committee of the Vestry chaired by the Debtor's Senior Warden, is responsible for soliciting suggestions for nominees from the parish at large and presenting candidates for election to vacancies on the Vestry. Every parishioner has the opportunity to suggest nominees for the Vestry by filling out a form placed in the pew bulletin on Sunday morning or by coming into the church offices and completing a form in person. The Nominating Committee considers the names presented from the congregation, as well as candidates suggested by members of the Nominating Committee, and selects the candidates to be presented for vote at the Annual Parish Meeting.

D. Dissociation of the Fort Worth Diocese from The Episcopal Church in Late 2008

10. In 2008, the Bishop of the Fort Worth Diocese, Jack Iker, caused a vote at the Diocesan Convention to remove and dissociate the Fort Worth Diocese from the Episcopal Church. The Fort Worth Diocese's decision to split from the Episcopal Church centered around doctrinal differences between certain members of the Fort Worth Diocese and the Episcopal Church. The Fort Worth Diocese officially removed itself from the Episcopal Church in November 2008. Certain parishes within the Fort Worth Diocese at the time elected to follow the Fort Worth Diocese and remove themselves from the hierarchy of the Episcopal Church. The Debtor was not one of these parishes, and neither the Debtor's members nor Vestry ever voted to leave The Episcopal Church or alter the Debtor's status within the hierarchy of the Episcopal Church.

11. Article II of the Debtor’s certificate of formation requires that the Debtor be operated and managed “in conformity with the Constitution and Canons of [the] General Convention” of “the Protestant Episcopal Church in the United States of America.” Likewise, Article II of the Debtor’s bylaws (then in effect) required that the Debtor’s affairs “be conducted in conformity to the Constitution and Canons of the General Convention of the Episcopal Church in the United States of America.” Article II of the Debtor’s bylaws also provided that, in the event of a conflict between the Fort Worth Diocese’s canons and those of the Episcopal Church, the national church’s canons would prevail. Accordingly, absent any action by the Debtor and its members to alter or amend the Debtor’s certificate of formation or bylaws, the Debtor remained affiliated with the Episcopal Church regardless of the actions of the Fort Worth Diocese and other parishes within it

E. Resignations from the Debtor’s Vestry in Late 2008 and Early 2009

12. In light of the departure of the Fort Worth Diocese from the Episcopal Church in 2008, the issue of allegiance to the Episcopal Church was of great importance to the Debtor and its members at the January 2009 Annual Parish Meeting. Because members of the Debtor’s Vestry are fiduciaries to the Debtor, the Debtor’s Nominating Committee believed it was important that candidates for election to the Vestry in January 2009 be required to declare their intent to honor the Debtor’s corporate purpose as stated in the Debtor’s organizational documents by taking an oath of office if elected.⁶

13. In the fall of 2008, the Debtor’s Vestry consisted of the following members, all of whom were duly elected in accordance with the Debtor’s bylaws: Elaine Edwards, Amy Robinson,

⁶ I am not the first Rector whose Nominating Committee has required an oath of office in connection with service on the Vestry. The signing of an oath of office was required of all Vestry nominees in 1990, 1992, 1993, 1998, 2003, and 2005. Since 2009, we have continued to require the signing of an oath of office.

Ramsay Slugg, Kent Henning, Will Brackett, Laura Fleming, Suzy Griffin, Tommy Miller, Mollee Westfall, Gay Marquardt, Fran McDonald, Chris Swartz, Gilman Tracy, and Dennis Ward.⁷ As Rector, I was an ex officio member of the Vestry under the Debtor's bylaws.

14. The Debtor's Vestry discussed the proposed oath of office at a regular Vestry meeting on December 16, 2008. During or shortly after this meeting, three members of the Debtor's Vestry – Dennis Ward, Will Brackett, and Chris Swartz – voluntarily resigned their positions, leaving 11 members on the Vestry as of late December 2008. True and correct copies of documents reflecting their voluntary resignations are attached to the Response as **Exhibit D-3**. In accordance with Debtor's bylaws, the Vestry elected three candidates to fill the vacancies left by the December 2008 resignations for the remainder of the resigning members' unexpired terms. The Vestry approved the election of these replacement members – Stephanie Burk, Linda Christie, and Grace Forderhase – by electronic vote on or around December 23, 2008, which vote was ratified at an in-person Vestry meeting on January 20, 2009. A true and correct copy of the Vestry minutes reflecting the subsequent ratification are attached to the Response as **Exhibit D-4**.

F. The January 2009 Annual Parish Meeting and Voluntary Departure of a Faction of the Debtor's Congregation

15. The Debtor held its Annual Parish Meeting in January 2009. The Debtor appointed Betty S. Green, Past International President of the American Institute of Parliamentarians, as the Parliamentarian of the meeting to ensure that the meeting was conducted in accordance with the Debtor's corporate governance procedures. At the Debtor's January 2009 Annual Parish Meeting, the Debtor presented and ultimately voted upon the slate of nominees for election to the Vestry

⁷ The Debtor's Vestry consisted of fifteen members. However, earlier in 2008, David Doremus resigned from the Vestry in order to accept a position on the Rector's staff. His seat on the Vestry was not filled until the January 2009 Annual Parish Meeting. Accordingly, in the fall of 2008 the Debtor's Vestry consisted of fourteen members and one vacant seat.

that had been presented by the Nominating Committee in accordance with the Debtor's bylaws. The Debtor's bylaws also provide for nominations from the floor at the Annual Parish Meeting, and an additional slate of five candidates was presented in this manner. However, each of the five persons offered had refused, in advance, to take the required oath of office, and thus were determined by the Nominating Committee to be not canonically qualified to serve on the Vestry. These five floor candidates were therefore not presented for election.

16. Under Article VI of the Debtor's bylaws, 10% of qualified voters constitutes a quorum at the Annual Parish Meeting. Qualified voters are confirmed communicants in good standing with the Debtor that are at least sixteen years of age. As of the January 2009 Annual Parish Meeting, the Debtor had 1,177 qualified voters. At the outset of the meeting, there had been 329 qualified voters present at the January 2009 Annual Parish Meeting, more than double what was needed to establish a quorum, and there were a total of 233 ballots cast in the Vestry election. A true and correct copy of the minutes of the Debtor's January 2009 Annual Parish Meeting accurately reflecting the results of the proceeding is attached to the Response as **Exhibit D-5**.

17. As a result of the vote at the January 2009 Annual Parish Meeting, the Debtor's Vestry consisted of the following fifteen members, each of whom had been duly elected by a majority vote of the Debtor's members in accordance with the Debtor's bylaws: Grace Forderhase, Laura Fleming, Suzy Griffin, Tommy Miller, Mollee Westfall, Gay Marquardt, Fran McDonald, Linda Christie, Gilman Tracy, Stephanie Burk, Barbara Chowning, Suzanne Kent, Trace Worrell, Scott Shapard, and Jeany Pitre. On January 28, 2009, Fran McDonald and Gay Marquardt voluntarily resigned from the Vestry. A true and correct copy of their notices of resignation is attached to the Response as **Exhibit D-6**.

18. On April 28, 2009, the Vestry elected two new members – Andrew Gallina and Richard Terrell – to replace the Vestry members that resigned in January 2009. Each of these replacement directors was elected by the Vestry in accordance with the Debtor’s bylaws and the procedures for filling vacancies on the Vestry. Thereafter, members of the Vestry were elected annually at the Annual Parish Meeting in accordance with the Debtor’s bylaws.

19. In addition to the resignations from the Vestry, 184 of the Debtor’s parishioners either transferred out of the Debtor’s congregation or asked to be removed from the Debtor’s membership registers. In all, the group that left constituted about 10% of our membership at the time. There was not at the time, and never has been, a majority of members of the Debtor that sought to dissociate from the Episcopal Church. It is my understanding that, after the January 2009 Annual Parish Meeting, some of this minority group elected to begin gathering and worshiping as an unincorporated association under the name All Saints Episcopal Church of Forth Worth in alliance with the Fort Worth Diocese that voted to leave the Episcopal Church in 2008. These parishioners are unaffiliated with the Debtor or the Episcopal Church and are not members of the Debtor corporation.

G. The Debtor’s Vestry was Duly and Properly Elected from 2009 to Present

20. Following the January 2009 Annual Parish Meeting, I ensured that the affairs of the Debtor continued smoothly and in accordance with our bylaws. The members of the Debtor continued to gather for Annual Parish Meetings each year and to elect new Vestry members annually in accordance with the Debtor’s bylaws. Attached hereto as **Exhibit D-7** is a chart reflecting the members of the Vestry from 2008 to the date of the Debtor’s bankruptcy filing, including their terms and the dates on which they were elected. I prepared this chart based on corporate records maintained by the Debtor, including the minutes of each Annual Parish Meeting and minutes of various Vestry meetings. In summary, Exhibit D-7 reflects an unbroken succession

of Vestry members duly elected in accordance with the Debtor's bylaws from 2008 to the Debtor's October 20, 2021 petition date.

21. Defendants have previously identified certain individuals that purport to be "members of the Board of Directors of the All Saints' corporation." None of these individuals are members of the Debtor's Vestry. In fact, Will Brackett, who Defendants contended is a member of the Debtor's Vestry, resigned from the Vestry in December 2008 and was never reelected. The members of the Debtor's Vestry as of the Debtor's petition date, all duly and properly elected, are identified at the end of Exhibit D-7. The group the Court has referred to as ACNA All Saints has never been a majority of the Debtor's membership, has never occupied a majority of the Vestry, and has never controlled the Debtor corporation under its certificate of formation or bylaws. In addition, Defendants never took any action to unseat, disband, or replace the Debtor's Vestry, and in any event they had no authority to do so under the Debtor's governance documents.⁸

22. Defendants have also argued that the purported vestry of ACNA All Saints is in fact the Debtor's Vestry. Because of the manner in which the Debtor's Vestry was constantly maintained and elected from 2008 to present, it is not possible for ACNA All Saints' vestry to have been elected in accordance with the Debtor's bylaws. Among other issues, there was never a vote of the Debtor's members to remove or replace existing Vestry members, and none of the people identified as members of Non-Debtor All Saints' vestry were duly elected by the Debtor's members at an Annual Parish Meeting.

23. Neither the Debtor nor any of its attorneys have ever received a corporate resolution purportedly executed on the Debtor's behalf by the vestry of ACNA All Saints, and I have never seen any corporate or legal filings, such as filings with the Texas Secretary of State, purportedly

⁸ See also Ex. I, Iker Depo. at pp. 231-32; Ex. M, Pigeon Depo. at p. 42; Ex. N, Reed Depo. at p. 64; Ex. F, Brackett Depo. at p. 85 (each confirming no action was ever taken to unseat the Debtor's elected vestry).

on the Debtor's behalf by ACNA All Saints. To my knowledge, ACNA All Saints has never attempted to modify the Debtor's foundational corporate documents and the Debtor was never a party to the underlying litigation between Episcopalian All Saints and the Defendants.

24. Prior to September 2021, ACNA All Saints had never asserted a right or claim to control the Debtor or that ACNA All Saints' vestry is the Debtor's duly elected Vestry. To the contrary, in the *Episcopal Church II* litigation, ACNA All Saints expressly disclaimed any right or claim to control over the Debtor.

H. Amendment of the Debtor's Bylaws and Authorization of the Bankruptcy Filing

25. At both the January 2011 and January 2012 Annual Parish Meetings, the Debtor's membership voted to amend the Debtor's bylaws. In accordance with Article IV of the bylaws then in effect, a majority of the Debtor's members and two-thirds of the Debtor's Vestry voted to amend the bylaws. True and correct copies of the amended bylaws adopted at these meetings are attached to the Response as **Exhibits D-8** and **D-9**, respectively. These bylaws have been in place since that time and currently govern the Debtor's operations.

26. Among other changes, Article I of the Debtor's bylaws now expressly define the "Episcopal Diocese of Fort Worth" with which the Debtor is affiliated as "the ecclesiastical body that is in communion with and under the authority of" The Episcopal Church. As set forth above, the Fort Worth Diocese dissociated from, and is now unaffiliated with, the Episcopal Church. The purpose, and result, of the amendment to the Debtor's bylaws was to disclaim any affiliation between the Debtor and Defendants based on Defendants' lack of affiliation with the Episcopal Church.

I. The Debtor Has Consistently Observed All Corporate Formalities

27. Throughout the Debtor's history, we have had 74 Annual Parish Meeting, 816 regularly scheduled vestry meetings, and multiple special vestry meetings. Each of the meetings that I have attended since at least the late 1990's was conducted in accordance with the Debtor's certificate of formation and bylaws and following Robert's Rule of Order. The Debtor has never veered from this.

28. The Debtor's federal EIN ends in 5880. The Debtor has had this EIN since before my tenure began in 1995. Both before and since 2009, the Debtor has made the necessary corporate filings with the Texas Secretary of State and Internal Revenue Service. The Debtor's most recent periodic report filed with the state identifies me as both an officer and director of the Debtor and identifies Rev. Lynne M. Waltman as the Debtor's registered agent for service of process. Certified copies of the Debtor's corporate filings with the Texas Secretary of State are attached to the Response as **Exhibit D-10**. Neither I nor Mthr. Waltman are associated or affiliated with Defendants, and to my knowledge no one associated with ACNA All Saints has made any corporate filings on the Debtor's behalf. In addition, the Debtor's Financial Assets, which represent all the financial assets associated with Episcopalian All Saints, are (and have always been) held in the name of the Debtor corporation under the Debtor's EIN ending in 5880.

J. The Debtor's Use, Acquisition, and Ownership of Real Properties

(i) Diocesan Trust Property Historically Used by Episcopalian All Saints

29. Historically, Episcopalian All Saints conducted its operations and held its religious services at Episcopalian church properties located at 5001 Crestline Road, Fort Worth, Texas 76107 ("5001 Crestline") and 5003 Dexter Avenue, Fort Worth, Texas 76107 ("5003 Dexter"). The acquisition of these two properties for Episcopalian All Saints' use pre-dated the Debtor's incorporation in 1953. Consistent with the Episcopal Church's practice, legal title to 5001

Crestline and 5003 Dexter was held in the name of the bishop of the Dallas Diocese, with which Episcopalian All Saints was then affiliated, for the use and benefit of the Episcopalian All Saints parish church.

30. In the early 1980s, the Fort Worth Diocese was carved out of the Dallas Diocese. Shortly after its formation, the Fort Worth Diocese incorporated the Diocesan Corporation to hold assets for the Fort Worth Diocese and its constituent parishes, including Episcopalian All Saints. In 1984, the Dallas Diocese transferred legal title to 5001 Crestline and 5003 Dexter to the newly formed Diocesan Corporation, with which Episcopalian All Saints was then affiliated by virtue of its affiliation with the Fort Worth Diocese.

31. Ownership of the 5001 Crestline and 5003 Dexter properties eventually became the subject of the litigation between Episcopalian All Saints, the Fort Worth Diocese, and ACNA All Saints. This litigation is discussed more fully below and in the Court's Memorandum Opinion. Neither Episcopalian All Saints nor the Debtor are currently conducting any operations at these properties, and these properties are not the subject of this adversary proceeding. However, these properties are relevant to the present dispute because they illustrate the distinction between the Diocesan Trust Property at issue in prior state court litigation and the properties presently owned by the Debtor.

(ii) Real Properties Presently Owned by the Debtor

32. The members of Episcopalian All Saints elected to form and incorporate the Debtor in 1953 to facilitate church operations and to hold title to church assets. Thereafter, all of Episcopalian All Saints' operations were conducted through the Debtor, and all assets and all Episcopalian All Saints church property (other than 5001 Crestline and 5003 Dexter) were acquired and owned in the Debtor's name. Eventually, the Debtor acquired legal and equitable

title to three parcels of real property and equitable title to one parcel of real property, each of which the Debtor continues to own (collectively, the “Real Properties”). The Debtor acquired and now holds title to the Real Properties as follows:

- (i) On July 10, 1995, the Debtor acquired legal and equitable title to the real property located at 5001 Dexter Avenue, Fort Worth, Texas 76107 (“5001 Dexter”).⁹ For many years, the Debtor has maintained and operated this property as a community garden in which members of the community could rent garden space. The property also included a swing, koi pond, and mobile chapel, and is maintained for the enjoyment of the neighborhood. The Debtor refers to this property as the “Community Garden.” A true and correct copy of the deed to 5001 Dexter is attached hereto as **Exhibit D-11**.
- (ii) On August 20, 1997, the Debtor acquired legal and equitable title to the real property located at 4939 Dexter Avenue, Fort Worth, Texas 76107 (“4939 Dexter”). Historically, this property functioned primarily as housing for the Debtor’s clergy and lay staff. Going forward, the Debtor intends to use this property to house offices for support staff and meeting space for small groups and Wednesday night bible study. The Debtor refers to this property as the “White House.” A true and correct copy of the deed to 4939 Dexter is attached hereto as **Exhibit D-12**.
- (iii) On April 29, 1999, the *Diocesan Corporation* obtained *legal* title to the real property located at 5005 Dexter Avenue, Fort Worth, Texas 76107 (“5005 Dexter”), *to be held in trust for the use and benefit of the Debtor*. Accordingly, the Debtor has held equitable title to 5005 Dexter since April 29, 1999. The Debtor has been the beneficial owner in possession of this property since that time, and currently uses the property as housing for the Debtor’s clergy and as church storage. The Debtor refers to this property as the “Clements-Haddaway House.” A true and correct copy of the deed to 5005 Dexter is attached hereto as **Exhibit D-13**.
- (iv) On September 12, 2003, the Debtor acquired legal and equitable title to the real property located at 4936 Dexter Avenue, Fort Worth, Texas 76107 (“4936 Dexter”). This property was originally intended to serve as a center for youth ministry. However, this property now serves as the Debtor’s headquarters, housing offices for the Rector and his staff, along with a chapel for small weekday masses. The Debtor refers to this property as the “Gray House.” A true and correct copy of the deed to 4936 Dexter is attached hereto as **Exhibit D-14**.

⁹ For the avoidance of doubt, 5001 Dexter is a different property than 5001 Crestline, Episcopalian All Saints’ historical church property that was at issue in the state court litigation between the parties.

33. Collectively, these Real Properties house the Debtor's headquarters and offices, housing for use by the Debtor's clergy, and a community garden. The Debtor has continuously owned, occupied, and used each of the Real Properties since the dates of their acquisition.¹⁰ In addition, the Debtor has physically maintained and insured the Real Properties. The Debtor has also encumbered the Real Properties by granting liens against the Real Properties to secure the Debtor's indebtedness to National Bank of Texas and to secure the Debtor's indemnity obligations to certain indemnified parties. True and correct copies of documents reflecting these encumbrances are attached hereto as **Exhibits D-15** and **D-16**.

34. As discussed in the disclosure statement accompanying the Debtor's plan of reorganization filed with the Court, the Real Properties constitute the Debtor's primary unrestricted assets, meaning that the Real Properties are among the few assets owned by the Debtor the use of which is not restricted by charitable or donative intent. The Debtor intends to liquidate the Real Properties to pay allowed claims and fund its reorganization.

K. The Debtor's Acquisition and Ownership of Financial Assets

35. As set forth above, the Debtor was incorporated to facilitate Episcopalian All Saints' business operations, including its maintenance of assets and properties. Accordingly, the Debtor's corporate structure was subsequently used to acquire and maintain the church's financial assets. As of the Petition Date, the Debtor owned three categories of financial assets: (i) checking and money market accounts used in the Debtor's operations; (ii) certificates of deposit and brokerage accounts that hold donated funds; and (iii) beneficial interests in two trusts established for the Debtor that hold endowment funds.

¹⁰ Because of the Debtor's status as a tax-exempt organization, it does not pay taxes on the Real Properties, but the Debtor would pay the taxes on the Real Properties in the event any such taxes were ever levied.

36. The overwhelming majority of the Debtor's Financial Assets constitute "restricted assets," meaning they are subject to legally enforceable restrictions requiring the use or disposition of such asset for a particular purpose. In other words, most of the Debtor's assets and funds were donated or contributed to the Debtor for a particular charitable purpose. Further, all of the Debtor's funds were donated to the Debtor for use in association with the Episcopal Church.

L. Episcopal All Saints' Continued Control of the Debtor After the 2008 Schism

37. As the Court discussed in detail in the Memorandum Opinion, the dispute that ultimately gave rise to this adversary proceeding stems from a doctrinal and hierarchical schism that led to the departure of the Fort Worth Diocese, Diocesan Corporation, and a minority of the members of Episcopal All Saints, from the Episcopal Church. The Court has already concluded that the members of Episcopal All Saints retained control of the Debtor after the departure of this minority breakaway faction

38. In summary, the Debtor is governed by its 15-member Vestry. Since the Debtor's incorporation, the Vestry has been elected by eligible voting members of Debtor, which are generally members of Episcopal All Saints in good standing and at least 16 years of age. Vestry elections are held at Episcopal All Saints' annual parish meeting, with 5 members elected each year to 3-year terms, elected and served on a staggered basis. In response to the schism, the vast majority of Episcopal All Saints' approximately 2,000 members elected to continue their membership Episcopal All Saints under my leadership, and to cause Episcopal All Saints to remain in union with the Episcopal Church. Likewise, the vast majority of the Debtor's vestry elected to remain with the Debtor, with only 5 of the Debtor's 15 Vestry members ultimately resigning following the schism. Thereafter, through the date of the Debtor's bankruptcy filing, the members of the Debtor's Vestry were elected and served in accordance with the bylaws.

39. Accordingly, and as the Court has already held, the members of Episcopalian All Saints retained control of the Debtor after the departure of the breakaway faction that eventually formed ACNA All Saints, and the Debtor is currently governed and controlled by its duly and lawfully elected Vestry.

M. Post-Schism Disputes Over Control of the Diocesan Corporation and Diocesan Trust Property

40. Shortly after the Fort Worth Diocese's and Diocesan Corporation's departure from the Episcopal Church, disputes arose among, *inter alia*, the Episcopal Church, the Fort Worth Diocese, and the local parishes concerning the continuing right to use Diocesan Trust Property historically committed to the local parishes' use. With respect to Episcopalian All Saints, this dispute involved the right to use the 5001 Crestline and 5003 Dexter properties where Episcopalian All Saints historically conducted its operations and held its religious services. As noted above, the Diocesan Corporation held legal title to those properties in in trust for the use and benefit of the local parish in union with the Fort Worth Diocese (which, until 2008, was Episcopalian All Saints).

41. Before the November 2008 vote to sever ties with the Episcopal Church, Bishop Jack Iker, then the leader of the Fort Worth Diocese, had anticipated this property dispute and had taken steps to fortify the Diocesan Corporation's claims to the local parishes' property. For example, in 2008 Bishop Iker commissioned a study to determine if all real properties used by parishes within the Fort Worth Diocese were held in accordance with diocesan rules, which required legal title to all real properties used by local parishes and missions to be held by the Diocesan Corporation. Having found that certain of the properties used by Episcopalian All Saints (specifically, 4936 Dexter and 5001 Dexter) were not in conformity with this requirement, the Fort Worth Diocese sent the Debtor a letter, dated September 2, 2008, demanding that the two properties be deeded to the Diocesan Corporation within 30 days, a deadline that conspicuously

fell just before the November 2008 Diocesan Convention at which the Fort Worth Diocese and Diocesan Corporation elected to depart from the Episcopal Church. A true and correct copy of this letter is attached hereto as **Exhibit D-17**. Episcopalian All Saints and the Debtor refused to comply with Iker's demand, so there was no change in the ownership of the properties in question.

42. The breakaway faction's attempts to lay claim to church property occurred at the parish level as well. After their departure from the Episcopal Church and the termination of their association with Episcopalian All Saints and the Debtor, the members of ACNA All Saints made what the Court characterized as a "strategic decision . . . to have the ex-members of Episcopalian All Saints simply reorganize as a new unincorporated religious association that would also be named 'All Saints' Episcopal Church'" in an effort to bolster their claim to the disputed Diocesan Trust Property. "That way, the argument could be made that ACNA All Saints constituted the only beneficiary of the Diocesan Trust Property designated for use by the 'All Saints' Episcopal Church' parish *in union with the Fort Worth Diocese.*"

N. The Schism Leads to the Diocesan Trust Property Litigation

43. The disputes over the use and control of the Diocesan Trust Property, which, as it relates to Episcopalian All Saints, was the 5001 Crestline and 5003 Dexter properties, that resulted from the schism ultimately led to multiparty litigation in the 141st District Court in Tarrant County, Texas (the "State Court"). The parties to this litigation would eventually include, among others, the Fort Worth Diocese, the Diocesan Corporation, Episcopalian All Saints, and ACNA All Saints. As finally aligned, the plaintiffs to the litigation were the Episcopal Church and certain other parties aligned with the Episcopal Church, including Episcopalian All Saints (collectively, the "State Court Plaintiffs"), and the defendants to the litigation were the Fort Worth Diocese, the Diocesan Corporation, Bishop Iker and the breakaway leadership led by him, and certain other

parties aligned with them, including ACNA All Saints (collectively, the “State Court Defendants”). The Debtor was never a party to this litigation.

44. As the Court previously explained, “[t]he issues in dispute in the litigation were whether the Fort Worth Diocese and Diocesan Corporation ever permissibly terminated their relationship with the Episcopal Church, who rightfully controlled the Fort Worth Diocese and the Diocesan Corporation, and which parishes were the beneficial owners of the Diocesan Trust Property.” As it relates to Episcopalian All Saints, the 5001 Crestline and 5003 Dexter properties, which were legally owned by the Diocesan Corporation but in the possession of Episcopalian All Saints, were the only properties at issue the litigation. The dispute centered on which party – Episcopalian All Saints or ACNA All Saints – held beneficial title to those properties under the Diocesan Trust.

O. Defendants Waived Any Claim to Control of the Debtor or Ownership the Debtor’s Real Properties and Financial Assets

45. During the litigation in the State Court, ACNA All Saints and the Diocesan Corporation repeatedly acknowledged the existence of the Debtor and waived any claim to control of the Debtor or its assets. Examples of those instances of waiver are discussed in the Debtor’s brief, and include waiver and disclaimers made in deposition testimony and in pleadings filed in the State Court.

46. Prior to entry of the State Court Judgment, Defendants never asserted any claim to the Financial Assets or sought any pre-judgment remedy against the Financial Assets, such as an attachment, garnishment, or temporary injunction. Therefore, throughout the 12-year history of the State Court litigation, there were no restrictions or court orders that prohibited Episcopalian All Saints or the Debtor from using the Financial Assets in the ordinary course of business. After the State Court entered the State Court Judgment in 2015, Defendants made no claim to ownership of

the Debtor's Real Properties or Financial Assets and took no other action with respect to the Real Properties or Financial Assets for more than six years, during which time the Debtor continuously occupied and used the Real Properties and possessed, controlled, and used the Financial Assets.

P. The State Court Enters Final Judgment Awarding Control of the Diocesan Corporation and Certain Diocesan Trust Properties to the State Court Defendants

47. Ultimately, the State Court ruled that, in accordance with the governing trust provisions of the Diocesan Corporation's organizational documents, the Diocesan Trust Property (including 5001 Crestline and 5003 Dexter) was held in trust by the Diocesan Corporation for the benefit of parishes in union with the Fort Worth Diocese, including ACNA All Saints (but not Episcopalian All Saints). On July 24, 2015, the State Court entered a final judgment to that effect (the "State Court Judgment"), which was later upheld on appeal by the Texas Supreme Court. A true and correct copy of the State Court Judgment is attached hereto as **Exhibit D-18**. As it relates to Episcopalian All Saints, and thus the Debtor, the State Court Judgment only addresses two properties: 5001 Crestline and 5003 Dexter. The Debtor was not a party to the litigation or the State Court Judgment, and none of the Debtor's assets, including the Real Properties or Financial Assets, were at issue in the State Court Judgment.

Q. The Defendants' Post-Judgment Enforcement Actions and the State Court's Post-Judgment Orders

48. During the pendency of the State Court Plaintiffs' appeal from the State Court Judgment, the State Court entered an agreed supersedeas order, which purported to identify certain property at issue in the litigation but provided, in relevant part, that the property at issue shall not include "any property over which [the State Court Defendants] have never asserted a claim in this action." A true and correct copy of the Agreed Supersedeas Order is attached hereto as **Exhibit D-19**.

49. However, the State Court Judgment was never amended and, after the State Court Judgment became final and non-appealable, a dispute arose between the State Court Plaintiffs and the State Court Defendants with respect to whether the State Court Judgment required the State Court Plaintiffs to turn over any personal property other than the specifically described endowments and pledged funds listed on Exhibit 2 to the State Court Judgment. The State Court eventually entered an order (the “Judgment Enforcement Order”) purporting to require the State Court Plaintiffs “to immediately deliver, as required by the [State Court Judgment], possession of all real and personal property, in existence at the time the [litigation] was filed on April 14, 2009, including all personal property necessary for the operations of the properties listed in the [State Court Judgment] ... as well as all financial assets that supported or enabled the operations....” A true and correct copy of the Judgment Enforcement Order is attached hereto as **Exhibit D-20**.

50. Armed with the State Court Enforcement Order, the State Court Defendants proceeded to lay claim to *all* property owned by the State Court Plaintiffs. These efforts also included attempts to seize assets of the Debtor even though the Debtor was never a party to the litigation. As the Court has observed, the Defendants have attacked the Debtor on multiple fronts:

- (i) On September 29, 2021, Defendants filed suit against Episcopalian All Saints and the Debtor in the 17th Judicial District Court of Tarrant County, Texas, to, among other things, pursue the recovery of property of the Debtor (including the Real Properties to which the State Court Defendants expressly waived any claim to in the State Court litigation) on the alleged basis of the State Court Judgment and Judgment Enforcement Order. A true and correct copy of the petition initiating this suit is attached hereto as **Exhibit D-22**.
- (ii) On September 30, 2021, Defendants filed *lis pendens* against each of the Real Properties in the Tarrant County deed records. The *lis pendens* interfered with the Debtor’s ongoing attempts to market and sell the Real Properties and caused a prospective purchaser of the Real Properties to withdraw his purchase offer.
- (iii) On October 7, 2021, the Diocesan Corporation sent a letter to Frost Bank, the Debtor’s bank, in an effort to seize control of the Debtor’s Financial

Assets, despite having affirmatively represented in the State Court litigation that they were making no such claim to those assets. In the letter, the Diocesan Corporation represented that, per the State Court Judgment and Judgment Enforcement Order, it “has been awarded control of all property; real, personal and financial for the following DBA entities: ... All Saints, Fort Worth.” Based upon the Diocesan Corporation’s representations and demand, Frost Bank placed an indefinite hold/freeze on all of the Debtor’s accounts on October 15, 2021.

- (iv) On October 15, 2021, the State Court Defendants filed a new motion with the State Court to seek, among other things, the entry of an order (a) requiring Episcopalian All Saints and certain other State Court Plaintiffs to deliver to the Diocesan Corporation “all financial statements and audits and bank statements from January of 2009 to the latest record” and (b) directing the same State Court Plaintiffs to “authorize each financial institution holding funds in the accounts identified in [the requested] order to deliver those funds by cashier’s check payable to [the Diocesan Corporation].” Per the motion, only if the Diocesan Corporation should thereafter determine that any of the funds received belong to a State Court Plaintiff will the funds be delivered back to the State Court Plaintiff.

51. Given the inability of the Debtor to access any of its accounts, facing the prospect of having certain Episcopalian All Saints donor funds seized, and being confronted with the barrage of litigation attacks, the Vestry of the Debtor elected by Episcopalian All Saints voted on October 19, 2021 to authorize the Debtor’s filing of a petition for relief under chapter 11 of the Bankruptcy Code. On October 20, 2021, a petition for chapter 11 relief was filed on behalf of the Debtor in accordance with such authorization.

R. Matters Related to ASEC and ASES

52. ASES is a parochial school in Fort Worth affiliated with the Debtor. A true and correct copy of ASES’s articles of incorporation are attached hereto as **Exhibit D-21**. Under both ASES’s Articles of Incorporation and the Debtor’s Bylaws, the Debtor is the sole member of ASES and the Debtor’s Vestry participates in the governance of ASES.

53. I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 17, 2022

/s/ Rev. Christopher Jambor
Rev. Christopher Jambor

EXHIBIT D-1

Approved & filed in the office
of the Secretary of State
This 20th day of March 2023
Loren A. Taylor Jr.
Asst. Secy of State

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS;

That we, the undersigned, all of whom are residents and citizens of the State of Texas, County of Tarrant, do hereby associate ourselves together for the purpose of forming a religious corporation under and by virtue of the laws of the State of Texas, as follows;

I.

The name of this corporation shall be "All Saints Episcopal Church."

II.

The purpose for which the corporation is formed is religious; that is to say, to associate ourselves together for the purpose of maintaining the worship of God and the preaching of the Gospel according to the doctrine, discipline and worship of the Protestant Episcopal Church in the United States of America in conformity with the Constitution and Canons of its General Convention and of the Diocese of Dallas, and to have all the powers and privileges and to be subject to all the restrictions contained in Title 32, Chapter 9, of the Revised Civil Statutes of the State of Texas.

III.

The place where the business of the corporation is to be transacted is Fort Worth, Tarrant County, Texas, and elsewhere within the State of Texas, and the principal office of the corporation shall be located at Fort Worth, Texas.

IV.

The term for which the corporation is to exist is fifty years.

V.

The number of Directors shall be determined by the By-laws of the corporation and shall be subject to change from time to time as the Bylaws may be amended. The number of Directors shall never be less than three nor more than fifteen and shall be some multiple of three. The initial number of Directors, which shall continue to be the number of Directors until the initial Bylaws in that respect are amended, shall be twelve, and the names and residences of those who are appointees for the first year are as follows:

<u>Name</u>	<u>Residence</u>
<u>1. Malcolm Stewart</u>	<u>1408 Washington Terrace, Fort Worth, Texas</u>
<u>2. Howard E. Carpender</u>	<u>6156 Malvey Court, Fort Worth, Texas</u>
<u>3. Geo. C. McIlheran</u>	<u>4709 Crestline Road, Fort Worth, Texas</u>
<u>4. H. B. Richards</u>	<u>6429 Greenway, Fort Worth, Texas</u>
<u>5. R. M. Doby</u>	<u>3613 White Settlement Road, Fort Worth, Texas</u>
<u>6. Richard F. Martin</u>	<u>3717 Hamilton Drive, Fort Worth, Texas</u>
<u>7. C. F. Bedford</u>	<u>7 Westover Road, Fort Worth, Texas</u>
<u>8. Harold S. Gish</u>	<u>24 Valley Ridge Road, Fort Worth, Texas</u>
<u>9. R. B. Moncrief</u>	<u>417 North Bailey, Fort Worth, Texas</u>
<u>10. Robt. C. Matteson</u>	<u>4124 Lovell, Fort Worth, Texas</u>
<u>11. H. L. McGurk</u>	<u>Route 5, Fort Worth, Texas</u>
<u>12. Ray F. Holmes</u>	<u>4800 Westridge, Fort Worth, Texas</u>

all of the above named persons being residents of Tarrant County, Texas.

VI.

The value of the goods, chattels, rights and credits owned by the corporation is estimated at \$ 1,000.00 .

The corporation is, and is to continue to be, without capital stock and has no intention of having capital stock. The members of the corporation shall be those who, from time to time,

are the Communicants of All Saints Episcopal Church of Fort Worth, Tarrant County, Texas, according to its Communicant Rolls. An Annual Meeting of the members of the corporation shall be held in accordance with the provisions of the Canons of the Diocese of Dallas governing Annual Parish Meetings.

In Testimony Whereof, we hereunto sign our names at Fort Worth, Tarrant County, Texas, this 26th day of Feb, 1953.

Malcolm Stewart
Howard E. Carpenter
Geo. C. McIlheran
H. B. Richards
R. M. Doby
Richard F. Martin
C. F. Bedford
Harold S. Gish
R. B. Moncrief
Robert C. Matteson
Ray F. Holmes

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Malcolm Stewart, Howard E. Carpenter, Geo. C. McIlheran; H. B. Richards, R. M. Doby, Richard F. Martin, C. F. Bedford, Harold S. Gish, R. B. Moncrief, Robert C. Matteson, H. L. McGurk, and Ray F. Holmes, known to me to be the persons whose names are subscribed to the foregoing instrument, and also known to me to be citizens of the State of Texas, and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF I hereunto, subscribe my name and affix the seal of my office this the 26th day of February, 1953.

Charles L. Stephens
Charles L. Stephens
Notary Public in and for
Tarrant County, Texas





The State of Texas
Secretary of State

I, ~~Howard Carney~~, Secretary of State, of the State of Texas, do hereby certify that the foregoing is a true and correct copy of the charter of

A

ALL SAINTS EPISCOPAL CHURCH

with the endorsement thereon, as the same now appears of record in this Department.

Dated, signed, and sealed at Austin, Texas this

~~30th~~ day of ~~March~~, A. D. 195~~3~~.

Howard Carney

Secretary of State.

Minutes of First Meeting of Incorporators

The first meeting of the Incorporators of All Saints' Episcopal Church was held January 6, 1953, at 7:00 p. m. in the Parish House of the Church in the City of Fort Worth, State of Texas, pursuant to a written notice sent to all members of said Church, Reverend James P. DeWolfe, Jr. presiding.

Reverend DeWolfe appointed Robert Dick, James Carpenter, and L. L. Clayton as tellers. Whereupon a resolution (set out in full below) was presented by Richard F. Martin, and upon motion by Carey K. West Jr., seconded by Jack Corn, said resolution of the incorporators was adopted, which resolution was as follows:

BE IT RESOLVED that the Vestry of All Saints' Episcopal Church is hereby authorized to execute a charter and any other instruments necessary for incorporation, formally incorporating this religious association as a religious corporation pursuant to the laws of the State of Texas, which religious corporation shall always be subject to the Constitution and Canons of the Protestant Episcopal Church in the United States of America as promulgated by its General Convention, and further subject to the Constitution and Canons of the Diocese of Dallas as promulgated at its annual convention.

There being no other business to be transacted, the meeting was, upon motion duly made, seconded and carried, adjourned.

Secretary of the Meeting

EXHIBIT D-2

BYLAWS

ALL SAINTS' EPISCOPAL CHURCH Fort Worth, Texas

January 21, 2001

ARTICLE I

Name

The name of this Corporation (hereafter referred to as the "Corporation") shall be **ALL SAINTS' EPISCOPAL CHURCH**, a parish church in the Episcopal Diocese of Fort Worth.

ARTICLE II

Governance

The affairs of the Corporation shall be conducted in conformity to the Constitution and Canons of the General Convention of the Episcopal Church in the United States of America (hereinafter referred to as "General Convention Canons" and "The Episcopal Church", respectively). The affairs of the Corporation shall likewise be conducted in conformity with the Constitution and Canons of the Diocese of Fort Worth (hereinafter referred to as the "Diocesan Canons"); provided in the event of any conflict between the General Convention Canons and either the Diocesan Canons or these Bylaws, as they relate to the affairs of the Corporation, the General Convention Canons shall prevail, to the extent of such conflict.

ARTICLE III

Board of Directors and Vestry

- A. The Board of Directors (hereinafter referred to as the "Vestry") of the Corporation shall consist of the Rector, the Secretary and the Treasurer, who may be non-Vestry members; and the Wardens and other Vestry members. The Vestry members are duly elected at the Annual Parish Meeting of All Saints' Episcopal Church from Confirmed Communicants in Good Standing and must also be at least eighteen (18) years of age, canonically resident in the Parish, regular in worship attendance, active participants in the life of the parish, and financial contributors to the Parish in the preceding year as shown on the records of the Treasurer. The Vestry shall consist of no less than six (6) members and no more than fifteen (15) members. Each member of the Vestry will serve a three-year term. The Vestry shall be elected so that there are three classes of approximate equal size, with the term of each class ending in consecutive years. If a vacancy in the membership of the Vestry occurs between Annual Parish Meetings, the remaining Vestry members may elect a new member to serve on the Vestry until the completion of the unexpired term. No person having served a full term in office or at least two (2) years of an unexpired term shall be eligible for election to the Vestry until a full year has elapsed.
- B. Regular meetings of the Vestry shall be held once each month at such time and place as the Vestry shall from time to time determine. No notice of regular meetings of the Vestry shall

be required. Special meetings of the Vestry may be called by the Rector (or in his absence the Senior Warden), or at the written request of three (3) members of the Vestry, including one (1) Warden, or a majority of the Vestry, upon three (3) days prior written notice; an agenda shall be provided with such notice; and, no matter shall be considered at such special meeting unless it appears on the agenda thereof. A majority of the Vestry shall constitute a quorum. Each member of the Vestry has a vote, and the Rector may vote in the case of a tie. Vestry meetings shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

- C. If and when all Vestry members shall severally or collectively consent, in writing, to any action to be taken by the Corporation, such action shall be as valid as though it had been authorized at a meeting of the Vestry.

ARTICLE IV
Officers

- A. The PRESIDENT of the Corporation shall be the Rector of All Saints' Episcopal Church. He shall be its chief executive and shall have general and active management of the corporate business and shall see that all orders and resolutions of the Vestry are carried into effect. The Rector shall be elected by the Vestry.
- B. The VICE PRESIDENT of the Corporation shall be the Senior Warden of All Saints' Episcopal Church. He shall perform the duties and exercise the power of the President during the latter's absence or disability. The Senior Warden shall be appointed by the Rector from among the elected members of the Vestry.
- C. The JUNIOR WARDEN of the Corporation shall be elected by the Vestry members from among the members of the Vestry. He shall have oversight of the property and facilities of the Corporation on behalf of the Vestry.
- D. The SECRETARY of the Corporation shall be the Clerk, elected by the Vestry members of All Saints' Episcopal Church. He shall attend all meetings of the Vestry and shall preserve in the books of the Corporation true minutes of the proceedings of all such meetings and shall give all notices required by statute, bylaw, or resolution. He will maintain and preserve the Bylaws and Standing Rules of the Corporation.
- E. The TREASURER of the Corporation shall be elected by the Vestry of All Saints' Episcopal Church. He shall have custody of all church funds and securities and shall keep, in books belonging to the Church, full and accurate accounts of all receipts and disbursements. He shall deposit all monies, securities and other valuable effects of the Church in its name in such depositories as may be designated for that purpose by the Vestry. The books and records shall conform to the Manual of Accounting Principles and Reporting Practices of the Episcopal Church.

He shall disburse the funds of the Corporation only when and as ordered by the Vestry, taking proper vouchers for such disbursements, and he shall render to the Rector and Vestry at regular meetings of the Vestry, and whenever otherwise requested by them, an account of all his transactions as Treasurer and of the financial condition of the Corporation. He shall

cause the books and records of the Corporation to be audited annually in accordance with the requirements of the General Convention Canons.

ARTICLE V

Execution of Instruments

- A. All checks, drafts and orders for payment of money shall be signed in the name of the Corporation and shall be countersigned by such officers or agents as the Vestry shall from time to time designate for that purpose.
- B. When the execution of any contract, conveyance or other instrument has been authorized by the Vestry without its having specified who shall be the executing officer, the Rector or the Senior Warden and the Secretary may execute the same in the name of and in behalf of the Corporation and may affix its corporate seal thereto. The Vestry shall have the power to designate the officers and agents who shall have authority to execute any instrument on behalf of this Corporation.

ARTICLE VI

Membership

- A. The members of the Corporation shall be those who from time to time are the Communicants in Good Standing of All Saints' Episcopal Church, as listed on its communicant rolls in accordance with the General Convention and Diocesan Canons. Communicants in Good Standing are all communicants of this church who for the previous year have been faithful in working, praying and giving for the spread of the Kingdom of God.
- B. An Annual Parish Meeting shall convene in the month of January each year and shall receive reports for the year ended the 31st of December immediately past, including the financial condition of the Corporation. Ten percent (10%) of the qualified voters in the Parish shall constitute a quorum. Qualified voters shall be Confirmed Communicants in Good Standing of the Parish at least 16 years of age. The Rector, upon thirty (30) days prior written notice, may call special meetings of the members of the Corporation; an agenda shall be provided with such notice; and no matter shall be considered at such special meeting unless it appears on the agenda therefor. All meetings shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE VII

Indemnification

- A. Indemnitee. For purposes of this indemnification Article, "Indemnitee" shall mean any present or former Director, Officer, or Agent of the Corporation, or any person who may have served at the Corporation's request as a Director, Officer, Partner, Trustee, or Agent of another corporation, partnership, trust or other enterprise in which the Corporation owns or has owned stock or an interest, or which it is or has been a creditor.
- B. Indemnification. The Corporation shall indemnify every Indemnitee against all judgments, penalties, fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any action, suit or proceeding, whether civil, criminal,

administrative, arbitrative or investigative, in which he was, is or is threatened to be named a defendant, by reason of his serving or having served in any of the capacities listed in Paragraph A; provided it is determined that the Indemnatee (a) conducted himself in good faith; (b) reasonably believed while acting in an official capacity for the Corporation that his conduct was in the Corporation's best interest and in all other cases that his conduct was at least not opposed to the Corporation's best interest, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful. However, in the event that Indemnatee is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Indemnatee, the indemnification is limited to reasonable expenses actually incurred by the Indemnatee in connection with the proceeding and shall not be made in respect of any proceeding which the Indemnatee shall have been found liable for willful or intentional misconduct in the performance of his duties to the Corporation. The Vestry shall make all determinations concerning the conduct of the Indemnatee for purposes of indemnification under this Article, and such determination shall be made by a majority vote of a quorum of the directors, or if a quorum cannot be obtained then by special legal counsel selected by a simple majority of the remaining Vestry members.

- C. Effect of Agreement. No amendment, modification or repeal of this article or any provision hereof regarding indemnification shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such Indemnitees, under and in accordance with the provisions of this Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE VIII Terminology

In accordance with the General Convention and Diocesan Canons, the masculine pronoun is used in these Bylaws to include the feminine pronoun.

ARTICLE IX Amendment of Bylaws

These Bylaws may be amended, altered, changed, added to, or repealed by the affirmative vote of the majority of the membership of the Corporation present at the Annual Parish Meeting. Such changes require an affirmative vote of two-thirds of the Vestry members at a regular or special meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry.

ARTICLE X Standing Rules

Each Commission and Committee may create rules outlining the operation of said Commission or Committee. These Standing Rules may be amended, altered, changed, added to, or repealed by the affirmative vote of two-thirds of the Vestry members at a regular meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry.

ARTICLE XI
Property

All real and personal property held by or for the benefit of All Saints' Episcopal Church is held in trust for The Episcopal Church and the Diocese thereof in which the Church is located. The existence of this trust, however, shall in no way limit the power and authority of All Saints' Episcopal Church otherwise existing over such property so long as the Church remains a part of, and subject to The Episcopal Church's General Convention Constitution and Canons.

ARTICLE XII
Commissions

- A. Commissions will be established or dissolved by the Vestry. The principal areas of parish activity are assigned to separate commissions, each chaired by a Communicant in Good Standing of the parish appointed by the Rector for one year. At least one member of the Vestry and other parishioners with interests in the areas overseen by each commission shall constitute the membership of the commission. All Parish organizations, which are chartered by the Rector, are assigned to be under the auspices of the appropriate Commission. Each commission is responsible for planning, implementing and periodically reviewing its particular parts of the general program of the parish, including responsibility for submitting to the Finance Committee of the Vestry annual budget proposals for funding the program areas under its responsibility.

- B. Worship Commission.
 - 1. Duties

Coordinates all programs and budget responsibilities for the enhancement of worship within the life of the parish, and serves as a council of advice to the Rector and Vestry on related matters.
 - 2. Composition

Membership in the commission is open to all Communicants in Good Standing of All Saints' Episcopal Church with interests in worship within the parish.

- C. Christian Education and Spiritual Growth Commission
 - 1. Duties

Coordinates all programs and budget responsibilities for the enhancement of Christian education and spiritual growth within the life of the parish, and serves as a council of advice to the Rector and Vestry on related matters.

2. Composition

Membership in the commission is open to all Communicants in Good Standing of All Saints' Episcopal Church with interests in Christian education and spiritual growth within the parish.

D. Outreach Commission

1. Duties

Coordinates all programs and budget responsibilities for the enhancement of the parish's attention to community services and outreach programs within the life of the parish, and serves as a council of advice to the Rector and Vestry on related matters.

2. Composition

Membership in the commission is open to all Communicants in Good Standing of All Saints' Episcopal Church with interests in community services and outreach within the parish.

E. Parish Life Commission

1. Duties

Coordinates all programs and budget responsibilities for the enhancement of the fellowship of the internal community life of the parish, and serves as a council of advice to the Rector and Vestry on related matters.

2. Composition

Membership in the commission is open to all Communicants in Good Standing of All Saints' Episcopal Church with interests in the internal community life of the parish.

F. Pastoral Care Commission

1. Duties

Coordinates all programs and budget responsibilities for the enhancement of the pastoral care within the life of the parish, and serves as a council of advice to the Rector and Vestry on related matters.

2. Composition

Membership in the commission is open to all Communicants in Good Standing of All Saints' Episcopal Church with interests in pastoral care within the parish.

G. Evangelism Commission

1. Duties

Coordinates all programs and budget responsibilities for the enhancement of evangelism within the life of the parish, and serves as a council of advice to the Rector and Vestry on related matters.

2. Composition

Membership in the commission is open to all Communicants in Good Standing of All Saints' Episcopal Church with interests in evangelism within the parish.

ARTICLE XIII
Standing Committees

A. Standing Committees will be established or dissolved as deemed necessary by the Vestry. Responsibilities for certain administrative areas of parish activity are assigned to these committees, with Chairman and membership as specified in the succeeding paragraphs. Each committee is responsible for planning, implementing and periodically reviewing its particular parts of the general program of the parish, including responsibility for submitting to the Finance Committee of the Vestry annual budget proposals for funding any program areas under its responsibility.

B. Executive Committee

1. Duties

The Executive Committee shall meet as required and as appropriate to discuss matters pertinent to the life of All Saints' Episcopal Church and shall report to the Vestry at its regularly scheduled or special called meetings.

2. Composition

Membership on the Executive Committee includes the Senior Warden, Junior Warden, Treasurer, and Rector. The Executive Committee is chaired by the Rector. Other interested Communicants in Good Standing of All Saints' Episcopal Church may be appointed to the committee by the Rector, based on their particular abilities and expertise.

C. Finance Committee

1. Duties

The Finance Committee shall review and present recommendations to the Vestry on the finances of the parish, including but not limited to drafting and monitoring the operating budget of the parish and overseeing the insurance, endowments, and investments of the parish. The Finance Committee may be divided into

subcommittees such as Budget, Investment and Insurance, to ensure the effectiveness of each area of the committee's responsibilities.

2. Composition

Membership on the Finance Committee includes the Treasurer of the parish, who chairs the committee, the Senior Warden and the Rector, ex-officio, and at least one (1) additional member of the Vestry, appointed by the Treasurer. Other interested communicants of the parish may be appointed to the committee by the Treasurer, based on their particular abilities and expertise.

D. Facilities Committee

1. Duties

The Facilities Committee shall review and present recommendations to the Vestry related to the fabric, property, equipment and other operational items of the parish. The Facilities Committee shall present to the Vestry any recommendations involving the acquisition, disposition or change of status of any properties or facilities of the parish.

2. Composition

The Facilities Committee is chaired by the Junior Warden, who shall appoint at least one (1) additional member of the Vestry. The Junior Warden may appoint other interested communicants of the parish with particular interests and talents in the areas of the committee's responsibilities.

E. Stewardship Committee

1. Duties

The Stewardship Committee shall oversee, coordinate and implement the stewardship program of the parish. To implement this program, the committee may be divided into subcommittees, such as Planning, Information, Arrangements and Commitment. The year-round stewardship program of the parish includes a long-range planning process as well as planning and executing the annual Every Member Canvass.

2. Composition

The Rector shall appoint a Stewardship Chairman annually. The Chairman of the Stewardship Committee shall be a member of the Vestry and responsible for communications between the Stewardship Committee and the Vestry. The chairman may appoint other interested communicants of the parish with particular interests and talents in the areas of the committee's responsibility.

F. Nominating Committee

1. Duties

The Nominating Committee shall review and present to the Vestry candidates for election to vacancies of the Vestry and Delegates and Alternates to Diocesan Convention, to be filled by election at the Annual Parish Meeting.

2. Composition

The Nominating Committee shall be composed of the Executive Committee, members of the Vestry whose terms are being completed at the end of the current year, the Chairman of each of the Commissions or his designated representative, and the Rector, ex-officio. The Senior Warden shall serve as Chairman of the committee and shall call any and all meetings.

3. Procedures

- a. The Nominating Committee shall solicit from the membership of the parish proposed names for nomination, on a form prescribed for that purpose. After verifying the canonical qualifications of each proposed nominee, the committee shall select from among them a double slate of candidates for each vacancy to be filled.
- b. Nominations may be accepted "from the floor" in addition to those presented by the Nominating Committee, but they must be submitted in writing before the close of business on the last business day preceding the Annual Parish Meeting, so that their canonical qualifications may be verified.
- c. Election to all positions on the Vestry to be filled shall be by written ballot and majority vote of those present and voting at the Annual Parish Meeting; except that if the first ballot does not result in filling all vacancies, subsequent ballots shall be by "run off" of two candidates for each remaining position, with the candidates receiving the least number of votes eliminated to retain a double slate. Election of delegates and alternates to Diocesan Convention shall be by plurality of those present and voting; the requisite number of delegates' positions shall be filled by those receiving the highest number of votes, and the alternates' positions shall be filled in descending order of votes.

G. Personnel Committee

1. Duties

The Personnel Committee shall review and present recommendations to the Vestry and Rector on the staffing needs of the parish, subject to the canonical requirement that all members of the staff, lay or ordained, serve at the discretion and direction of the Rector. The Personnel Committee shall review and present recommendations to

the Vestry and Rector on personnel policies and procedures, compensation, benefits and all other appropriate aspects of the support and evaluation of the staff of the parish, including appropriate funding recommendations to the Finance Committee.

2. Composition

Membership on the Personnel Committee includes the Senior Warden, the Rector, as Chairman, and at least three additional members of the Vestry appointed by the Rector. Other interested communicants of the parish may be appointed to the committee by the Rector, based on their particular abilities and expertise.

ARTICLE XIV

All Saints' Episcopal School Board of Trustees

A. The All Saints' Episcopal School Board of Trustees shall formulate such policies as will enable the School to fulfill its purpose and shall have general charge and control of affairs, funds, curriculum, and property of the school, as delegated to it by the Vestry of All Saints' Episcopal Church.

B. Management

The management of the affairs of the school shall be vested in the All Saints' Episcopal School Board of Trustees.

C. Composition

The All Saints' Episcopal School Board of Trustees shall consist of at least nineteen (19) members, elected as specified in the Bylaws of All Saints' Episcopal School. A majority of the members shall be those who from time to time are the Communicants in Good Standing of All Saints' Episcopal Church, as listed on its communicant rolls in accordance with the General Convention and Diocesan Canons.

D. Selection

At a regularly scheduled meeting, however no later than June, the Vestry shall, by ballot and a majority vote, elect All Saints' Episcopal School Trustees to succeed those whose terms are expiring that year, in accordance with the Bylaws of All Saints' Episcopal School.

ARTICLE XV

Borrowing

A. Internal Borrowing

There shall be no borrowing from any internal fund of All Saints' Episcopal Church.

B. External Borrowing

External borrowing for operations must be approved by two-thirds of the Vestry at a regular

or called meeting. The approved budget for any calendar year must include provision for repayment of any external debt. Total external borrowing of All Saints' Episcopal Church shall never be more than five percent (5%) of the previous year's Operating Receipts. However, external borrowing for Capital Items may exceed five percent (5%) with approval of at least seventy-five percent (75%) of the Vestry at a regular meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry. Any motion entertained by the Vestry for borrowing of money shall include a detailed and appropriate plan for the repayment of same.

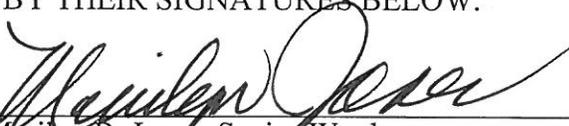
ARTICLE XVI
Conflict of Interest

Vestry members shall abstain from voting on issues on which they have possible conflicts of interest.

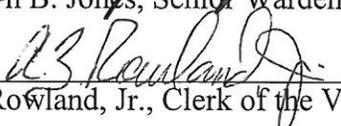
ARTICLE XVII
Nepotism

No Vestry member or member of the immediate family, either by consanguinity or affinity, of the members of the Vestry or the Rector of the parish shall be eligible for employment for remuneration by the parish. The Vestry shall have the authority to make exceptions to this policy on a case-by-case basis, without altering or abrogating the policy.

THE ABOVE AND FOREGOING BY-LAWS OF ALL SAINTS' EPISCOPAL CHURCH, FORT WORTH, TEXAS, WERE APPROVED, AS AMENDED, AT THE 54TH ANNUAL PARISH MEETING OF ALL SAINTS' EPISCOPAL CHURCH, DULY CONVENED ON THE 21ST DAY OF JANUARY, A.D. 2001, AND WITNESSED BY THE SENIOR WARDEN AND CLERK OF THE VESTRY AS SHOWN BY THEIR SIGNATURES BELOW.



Marilyn B. Jones, Senior Warden



A.Z. Rowland, Jr., Clerk of the Vestry

EXHIBIT D-3

Fr. Chris Jambor

From: Chris Swartz [cts1272@hotmail.com]
Sent: Wednesday, December 17, 2008 4:18 PM
To: Dennis Ward; Will Brackett; Elaine Edwards; Father Jambor; Kent S. Henning; Tommy Miller; Suzy Griffin; Ramsay Slugg; Mollie Westfall; Laura Fleming; Gilman Tracy; Amy Robinson
Cc: Father Shannon
Subject: Resignation

All:

After careful prayer and discernment I am effective immediately tendering my resignation from the following:

E Commission
Nominating Committee
Vestry
Facilities Committee

I do not believe or support that this is an "exciting time" in our church. I intend to focus on worshipping and Scripture.

Yours In Christ,

Chris Swartz

Executive Minutes of the Vestry

*All Saints' Episcopal Church
Fort Worth, Texas*

December 16, 2008

Attendance

(Bold face and underlined indicates non-attendance)

The Rev'd Christopher N. Jambor, *Rector*

Mrs. Suzy Griffin, *Clerk*

Mr. Richard R. Varnell, Treasurer



Term Ending January 2009	Term Ending January 2010	Term Ending January 2011
<p><u>Mrs. Elaine Edwards</u> Mrs. Amy Robinson Mr. Ramsay Slugg Mr. Kent Henning, <i>Senior Warden</i></p>	<p>Mr. Will Brackett, <i>Junior Warden</i> <u>Mrs. Laura Fleming</u> Mrs. Suzy Griffin Mr. Tommy Miller Mrs. Mollee Westfall</p>	<p><u>Mrs. Gay Marquardt</u> Ms. Fran McDonald Mr. Chris Swartz Mr. Gilman Tracy Mr. Dennis Ward</p>

Guests in Attendance: Frank Hill, Whit Smith and Anne Michels.

MEETING CONVENED

Executive Meeting of the Vestry of All Saints' Episcopal Church was held on Tuesday, 16 December 2008 in the Angel Room, 5001 Crestline Road, Fort Worth, commencing at 7:30 pm.

Mr. Ward and Mr. Brackett tendered their resignations from the vestry.

Mr. Smith discussed the severance agreement with Matt Maples.

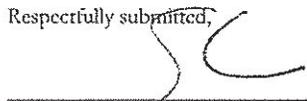
Fr. Jambor will hire another Christian Education Director and Mark Washburn will be the new Youth Ministries Director.

In response to a letter from Bishop Iker regarding our 2009 assessment, Mr. McDaniel sent the bishop a letter stating that we would not be sending him our assessment since he is no longer our bishop and also requesting our parishioner information be purged from his records. Mr. Hill believes that we should probably prepare quick claim deeds now to be delivered to him as well.

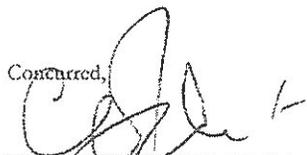
The executive session adjourned briefly at 8:04p.m. then resumed at 8:05p.m.

The executive session adjourned at 8:43 p.m.

Respectfully submitted,


Suzy Griffin
Clerk of the Vestry

Concurred,


The Rev'd Christopher N. Jambor
Rector

Approval of Minutes:

EXHIBIT D-4

Minutes of the Vestry

*All Saints' Episcopal Church
Fort Worth, Texas*

January 20, 2009

Attendance

{**Bold face and underlined** indicates non-attendance}

The Rev'd Christopher N. Jambor, *Rector*

Mrs. Suzy Griffin, *Clerk*

Mr. Richard R. Varnell, *Treasurer*



Term Ending January 2009	Term Ending January 2010	Term Ending January 2011
<p><u>Mrs. Elaine Edwards</u> Mrs. Amy Robinson Mr. Ramsay Slugg <u>Mr. Kent Henning, Senior Warden</u></p>	<p>Mrs. Grace Forderhase Mrs. Laura Fleming Mrs. Suzy Griffin Mr. Tommy Miller Mrs. Mollie Westfall</p>	<p>Mrs. Gay Marquardt Ms. Fran McDonald Mrs. Stephanie Burk Mr. Gilman Tracy, <i>Junior Warden</i> Ms. Linda Christie</p>

Guests in Attendance: Lynne Waltman, Avery McDaniel, Frank Hill, Anne Michels, Tad Bird, Dee Kelly, Jr. and numerous parishioners.

MEETING CONVENED

Regular monthly meeting of the Vestry of All Saints' Episcopal Church was held on Tuesday, 20 January 2009 in DeWolfe Hall, 5001 Crestline Road, Fort Worth, commencing at 6:05 pm. Fr. Jambor opened the meeting with prayer.

MINUTES

Upon motion by Mr. Slugg, seconded by Mrs. Forderhase, the Minutes of the 16, December 2008 Regular Meeting and the 18 December 2008 Electronic Meeting Minutes to elect 3 vestry members to recently vacated positions were presented and approved.

Upon motion by Mrs. Westfall, seconded by Ms. McDonald, the unanimous electronic vote to approve an assessment of the HVAC system of the church was ratified.

ALL SAINTS' EPISCOPAL SCHOOL REPORT

Dr. Bird reported that Presidential Inauguration Day was celebrated at the school today. The school received a Ford Foundation grant. The admission process is still ongoing for the 2009/2010 school year.

REPORTS ON THE STATE OF THE MISSION

INVITATIONAL

Evangelism and Engagement Commission
No report filed.

INCORPORATIONAL

Parish Life Commission
Report filed by title.

INCUBATIONAL

Worship Commission
No report filed. The commission met in January to discuss the February 7th Eucharist rather than having a regular meeting.

Christian Education Commission
Report filed by title.

Pastoral Care Commission
No report filed. Fr. Jambor appointed Cynthia Hill to head the commission.

INCARNATIONAL

Outreach and Mission Commission
Report filed by title. David Doremus will be the new staff liason for this commission.

Youth Ministry
Report filed by title.

INFRASTRUCTURE

Treasurer's Report, Finance Committee
Mr. Varnell reported that due to computer problems this week at the church there is no report at this time. The

year ended with a significant surplus however. The Treasurer will have a report soon to share.

Junior Warden's Report, Facilities Committee

Report filed by title with Mr. Tracy adding that the interior of the parish was recently painted. Carpets and floors will be cleaned and woodwork polished.

Stewardship Committee

Mr. Miller reported that as to date there are 209 pledges for 2009 with a total of \$797,000.00 pledged. This reflects an average household pledge of \$3,800.00.

Permanent Endowment Fund

Mr. Slugg recommended electing a new permanent endowment board composed of 6 parishioners.

Upon motion by Mr. Slugg, seconded by Mrs. Burk, Ramsay Slugg, Kyle Mankin, Aaron Rumfeldt, Sallie Trotter, Bob Merrill, and Jan Hale were unanimously elected to the Permanent Endowment Board.

All Saints' School ad hoc Committee

Mrs. Westfall reported that the committee has not met. The January 15, 2009 meeting was postponed pending the resolution of a legal conflict of interest situation. One of the former bishop's attorneys works in the law office of the president of the school board. She reported that until this situation is resolved, the committee will not meet.

RECTOR'S REPORT

Fr. Jambor reported that a search committee headed by Mrs. Burk is working to place 2 new clergy at the parish. They have a short list and are completing background and reference checks at this time.

The diocesan special convention is February 7, 2009. Eucharist will be at 10 a.m. at the parish followed by the convention at Trinity.

Fr. Jambor reminded everyone that our former bishop has called a Canon 32 meeting on 1/22/09 at Holy Apostles Church at 7p.m.

SENIOR WARDEN'S REPORT

No report due to the fact that the Senior Warden is traveling.

OLD BUSINESS

None

NEW BUSINESS

Mr. Dee Kelly Jr. asked to speak regarding the conflict of interest situation referenced by the *ad hoc* committee. He reassured the vestry that he is working to resolve the situation.

Upon motion by Mrs. Westfall, seconded by Mr. Slugg, the vestry retired to executive session at 6:38p.m.

ANNOUNCEMENTS

The next meeting will be Friday, 20 February 2009 at the annual vestry retreat.

The meeting adjourned at approximately 9:00 p.m.

Respectfully submitted,



Suzy Griffin
Clerk of the Vestry

Concurred,

The Rev'd Christopher N. Jambor
Rector

EXHIBIT D-5

MINUTES
62nd ANNUAL PARISH MEETING
January 25, 2009

The 62nd Annual Parish Meeting of All Saints' Episcopal Church was held in the nave of All Saints' Episcopal Church, 5001 Crestline Road, Fort Worth, Texas, on Sunday, January 25, 2009. The Rector, The Reverend Christopher N. Jambor, called the meeting to order at 2:00 p.m. Hymn 525 ("The Church's one foundation") was sung, followed by an opening prayer.

Father Jambor introduced Betty Green and appointed her Parliamentarian for this meeting. She is a member of the National Association of Parliamentarians. The parish's Membership Secretary, Caroline DeWolfe Gant, announced there were 1,177 Confirmed Communicants in Good Standing. Ten percent of that number would constitute a quorum. It was announced that 299 CCGS members had registered at this point, thereby confirming the presence of a quorum for the conduct of business at this annual meeting.

The Rector noted the Standing Rules of Procedure which everyone present received prior to the beginning of the meeting. He asked for a motion to approve these Rules. Efren Molina requested some changes to the Standing Rules, and debate ensued, followed by a motion to approve or reject each change individually.

In the Preamble, it was requested striking the words "to which they are applicable". **A motion was duly made and seconded. The vote was an overwhelming "no".**

Under Officer/Appointments, it was requested removing the sentence, "The Rector shall have full power and authority to take such action as he deems necessary to expedite the disposition of the business of the Annual Meeting." Again, **a motion was made and seconded to change this paragraph. The vote was another overwhelming "no".**

In the paragraph under Agenda, it was requested striking the words "with the President being authorized to make changes as become necessary". **A vote was taken with another overwhelming "no" in opposition to removing the words from the Rules.**

Under Parliamentary Motions, 10.d. it was requested to strike the last sentence, "Appeals made to facts or the Bylaws shall not be in order." The change was ruled out of order.

A motion was then made to adopt the Standing Rules of Procedure as presented. By greater than a two-thirds vote of hands, the motion carried.

A motion was made to adopt the Agenda as presented. Motion carried unanimously.

Father Jambor made appointments for the conduct of business. He appointed A.Z. Rowland, Jr. as Secretary, Donna D. Michels as Assistant Secretary, Betty Green as Parliamentarian, Stephanie Burk and Mollee Westfall as Assistant Parliamentarians, and Father David Madison, Father Johnson Shannon, and Eric Martinez as Tellers. The Rector appointed a Minutes Review Committee consisting of Mollee Westfall, Suzy Griffin, and Kent Henning.

The Minutes of the 61st Annual Parish Meeting held on January 27, 2008, were presented. **Upon a motion, duly made and seconded, the Minutes were approved as published.**

Amy Robinson as Chair of the Nominating Committee (the Senior Warden, Kent Henning had recused himself) presented the list of candidates for Delegates to the Diocesan Convention. She noted this would be a plurality vote, the top seven being named Delegates, the bottom seven being named Alternates. The candidates were: Jere Admire, Anne Bass, John Burk, Josie Craft, Arvin "Sparky" Ellingson, Cathy Estrada, Ed Ferree, William (Bill) A. Gerhart, Kent Henning, Constance (Connie) Lefler, Dabney Shires, Whit Smith, Holly Weed, and Robert Wood. Father Jambor offered a prayer prior to the vote. All registered voters then cast their ballot. Everyone was asked to come forward and place their ballot in boxes at the chancel steps. The Rector announced that 329 registered voters were present at this time. Hymn 315 ("Thou who at thy first Eucharist didst pray") was sung.

Father Jambor gave his annual address on the State of the Parish. He received an extended standing ovation and applause at the conclusion of his remarks.

The Tellers reported the results of the ballot for Delegates. **Elected as Delegates were Anne Bass, John Burk, Ed Ferree, Kent Henning, Connie Lefler, Whit Smith, and Robert Wood. Alternates will be Jere Admire, Josie Craft, Sparky Ellingson, Cathy Estrada, Bill Gerhart, Dabney Shires, and Holly Weed.**

Mrs. Robinson gave the Nominating Committee's report on candidates for Vestry. Nominees were Barbara Chowning, Helen Ferguson, Suzanne Kent, Woody Lawson, Vicki McMillan, Jeany Pitre, Scott Shapard, Richard Terrell, Sallie Trotter, and Trace Worrell.

Chuck Hornick reported that five people had been nominated from the floor in the required time to check their eligibility and wondered why their names had not been presented. These were received before the close of business on the Friday before the Annual Meeting in order that qualifications could be determined. They were: Mike Sands, Christine Martin, Bob Ferguson, Phil Rigdon, and T. Mastin. The Nominating Committee rejected all five nominees because they were unable to comply with the required signing of the oath of office. Mrs. Robinson read a statement explaining this rejection.

The ushers then distributed ballots. It was noted there were now 330 registered voters present. Father Jambor offered a prayer before voting commenced. Five Vestry persons were to be elected from the slate presented. After voting, all came forward and placed their ballot in the boxes provided at the chancel steps.

The Senior Warden, Kent Henning, filed his report by title. The Junior Warden, Gilman Tracy, filed his report by title. Additional reports filed by title included, the Treasurer (Richard Varnell), Christian Education (Kyle Mankin), St. Anne's Guild (Glenda Ousley), Evangelism and Engagement Commission (Richard Chowning), the Brotherhood of St. Andrew (David Doremus), the Outreach and Mission Commission (Laura Fleming), and the Parish Life Commission (Fran McDonald and Gay Marquardt). Jennifer Swartz filed the report of the 20/30s Group by title. She noted, however, that she was stepping down as chair and had been unable to find a replacement; thus, the 20/30s group was dissolved at this meeting. Further reports filed by title included the Guild of the Christ Child (Christy Brammer), the Married Couples (Jean Mankin), the Women of All Saints' (Jackie Powell), the Pastoral Care Commission, Family Gatherings (Allison and Scott Shapard), Health and Wellness (Melissa Pannell), the Order of St. Luke (Emily Williams), Stephen Ministry (Jane Patton), Worship Commission (John Sessing), Acolytes (David Doremus), Altar Flower Guild (Shannon Worrell), Altar Guild (Dabney Shires), Lay Eucharistic Ministers (David Doremus), and Lay Eucharistic Visitors (Bill Martin).

The Tellers reported on the results of the First Ballot for Vestry. **Four members were elected: Barbara Chowning, Suzanne Kent, Scott Shapard, and Trace Worrell.** A question arose as to the presence of a quorum, since many parishioners left the meeting early. A quorum however remained for the conduct of business as evidenced by 233 ballots being cast with 117 votes needed to elect. The Rector offered a prayer, the ushers distributed ballots for a second vote, and all were asked to vote for one of the two candidates that received the highest number of votes without having been elected on the previous ballot. Remaining on the ballot were Jeany Pitre and Richard Terrell. All came forward to place their ballot in the boxes provided.

Additional reports filed by title were the Music Program (Frederick Grimes), Society of Mary (Caroline Gant), Youth Commission (Stephanie Burk), and All Saints' Episcopal School (Tad Bird).

Father Jambor read the names of those parishioners who had departed this life since our last parish meeting, and offered a prayer. + *Rest in peace. Amen.*

The Rector recognized the Staff of the Parish, as well as those staff members who had left their positions during the past year. They were thanked for their service to the parish. The Rector noted the outgoing Vestry members, the Class of 2010, and the Class of 2011.

The Rector announced the appointment of Mollee Westfall as Senior Warden for 2009.

The Tellers returned with results of the Second Ballot for Vestry. **Elected was Jeany Pitre.**

There was neither Old nor New Business to come before the meeting.

Father Jambor asked everyone to join in saying the prayer for the church on page 816 of the *Book of Common Prayer*, after which he gave a Blessing and adjourned the meeting at 4:35 p.m.

Respectfully submitted,

A.Z. ROWLAND, JR.
Recording Secretary

EXHIBIT D-6

note: sent from Coep' church altar.

File Resignation

Fr. Chris Jambor

From: Charles Marquardt [marquardtcharles@att.net]
Sent: Wednesday, January 28, 2009 4:40 PM
To: frjambor@allsaintsfortworth.org
Cc: Amy Robinson; Elaine Edwards; flem3@charter.net; Gilman Tracy; kbhenning; mbwestfall@charter.net; Ramsay Slug; suzy-griffin@sbcglobal.net; Tommy Miller
Subject: Resignation

This will serve as my resignation from the vestry of All Saints parish effective this date, January 28, 2009.

Fran McDonald

Fr. Chris Jambor

From: Charles Marquardt [marquardtcharles@att.net]
Sent: Wednesday, January 28, 2009 4:39 PM
To: frjambor@allsaintsfortworth.org
Cc: Amy Robinson; Elaine Edwards; flem3@charter.net; Gilman Tracy; kbhenning;
mbwestfall@charter.net; Ramsay Slug; suzy-griffin@sbcglobal.net; Tommy Miller
Subject: Vestry Resignation

Father Jambor,

This is to inform you that effective immediately, I am resigning my elected position as a member of All Saints Vestry.

Please acknowledge receipt of this email.

Gay Marquardt

EXHIBIT D-7

Vestry Elections and Bylaw Changes 2008-2021		
2007		
Vestrymen as of 2007 APM	Term Ending in	Documents
Vicki McMillan	2008	
Scott Shapard, Sr Warden	2008	
Holly Sosa	2008	
Richard Terrell	2008	
Dick Varnell, Treasurer	2008	
David Doremus	2009	
Elaine Edwards	2009	
Amy Robinson	2009	See Doc 1: APM 2007 Minutes
Ramsay Slugg	2009	
Jane Washburn	2009	
Will Brackett, Jr Warden	2010	
Laura Fleming	2010	
Suzy Griffin	2010	
Tommy Miller	2010	
Mollee Westfall	2010	
Fr. Jambor appointed Scott Shapard Senior Warden		See Doc 1: APM 2007 Minutes
Will Brackett elected Jr Warden		See Doc 2: Vestry Minutes Feb 27, 2007
Dick Varnell elected treasurer.		See Doc 2: Vestry Minutes Feb 27, 2007
Fr. David Madison elected clerk.		See Doc 2: Vestry Minutes Feb 27, 2007
Kent Henning was elected by the vestry via email to finish Jane Washburn's unfinished term.		See Doc 3: Vestry Minutes Oct 23, 2007
Kent Henning and Jane Washburn served together for the month of November.		See Doc 4: Vestry Minutes November 27, 2007
Vestrymen as of Dec 2007	Term Ending in	Replaced by
Vicki McMillan	2008	
Scott Shapard, Sr Warden	2008	
Holly Sosa	2008	
Richard Terrell	2008	
Dick Varnell, Treasurer	2008	
David Doremus	2009	See Doc 5: Vestry Minutes Dec 18, 2007
Elaine Edwards	2009	
Amy Robinson	2009	
Ramsay Slugg	2009	
Jane Washburn	2009	Kent Henning

Will Brackett, Jr Warden	2010	
Laura Fleming	2010	
Suzy Griffin	2010	
Tommy Miller	2010	
Mollee Westfall	2010	
2008		
The following Vestrymen completed their term as of the January 2008 APM		
Vicki McMillan Scott Shapard, Sr Warden Holly Sosa Richard Terrell Dick Varnell, Treasurer		See Doc 7: Jan 2008 APM Minutes
The following Vestrymen were elected at the January 2008 APM		
Gay Marquardt Fran McDonald Chris Swartz Gilman Tracy Dennis Ward		See Doc 7: Jan 2008 APM Minutes
Vestrymen as of 2008 APM	Term Ending in	Documents
David Doremus	2009	
Elaine Edwards	2009	
Amy Robinson	2009	
Ramsay Slugg	2009	
Kent Henning	2009	
Will Brackett, Jr Warden	2010	
Laura Fleming	2010	See Doc 8: Vestry Minutes Feb 26, 2008
Suzy Griffin	2010	
Tommy Miller	2010	
Mollee Westfall	2010	
Gay Marquardt	2011	
Fran McDonald	2011	
Chris Swartz	2011	
Gilman Tracy	2011	
Dennis Ward	2011	
Fr. Jambor appointed Kent Henning Senior Warden		See Doc 7: Jan 2008 APM Minutes
Will Brackett elected Jr Warden		See Doc 8: Vestry Minutes Feb 26, 2008
Dick Varnell elected treasurer.		See Doc 8: Vestry Minutes Feb 26, 2008
Suzy Griffin elected clerk.		See Doc 8: Vestry Minutes Feb 26, 2008

In order to accept a position on the Rector's Staff, David Doremus resigned from the vestry. He is NOT a schismatic. His spot was left empty until in the 2009 APM.		See doc 9: Vestry Minutes September 23, 2008
Vestrymen as of 9-23-08	Term Ending in	Documents
David Doremus	2009	Not replaced until Jan 2009 APM
Elaine Edwards	2009	
Amy Robinson	2009	
Ramsay Slugg	2009	
Kent Henning	2009	
Will Brackett	2010	
Laura Fleming	2010	
Suzy Griffin	2010	See Doc 9
Tommy Miller	2010	
Mollee Westfall	2010	
Gay Marquardt	2011	
Fran McDonald	2011	
Chris Swartz	2011	
Gilman Tracy	2011	
Dennis Ward	2011	
Denis Ward and Will Brackett (Jr. Warden) resigned in Executive Session 12-16-08.		See Doc 10 and 10.5: Executive Minutes of Vestry and Regular Minutes of Vestry December 16, 2008
Chris Swartz resigned via email 12-17-21		See Doc 11: Email from Swartz to Fr. Jambor and others
Fr. Jambor calls for an electronic vote to replace Ward, Brackett, and Swartz 12-18-08		See Doc 12: Email from Fr. Jambor to remaining Vestrymen
Results of electronic vote: Stephanie Burk filled the unexpired term of Dennis Ward, ending in January of 2011 Linda Christie filled the unexpired term of Chris Swartz, ending in January of 2011 Grace Forderhase filled the unexpired term of Will Brackett, ending in January of 2010		See Doc 13: Email from Fr. Jambor to remaining Vestrymen
2009		

Vestry ratifies electronic vote.		See Doc 14 Jan 20, 2009 Vestry Minutes
Vestry Changes as of 1-20-09	Term Ending in	Replaced by
David Doremus	2009	Not replaced until Jan 2009 APM
Elaine Edwards	2009	
Amy Robinson	2009	
Ramsay Slugg	2009	
Kent Henning	2009	
Will Brackett, Jr Warden	2010	Grace Forderhase
Laura Fleming	2010	
Suzy Griffin	2010	
Tommy Miller	2010	
Mollee Westfall	2010	
Gay Marquardt	2011	
Fran McDonald	2011	
Chris Swartz	2011	Linda Christie
Gilman Tracy	2011	
Dennis Ward	2011	Stephanie Burk
The following Vestrymen completed their term as of the January 2009 APM		
Elaine Edwards	2009	
Amy Robinson	2009	
Ramsay Slugg	2009	See Doc 15: Jan 2009 APM Minutes
Kent Henning	2009	
The following Vestrymen were elected at the January 2009 APM		
Barbara Chowning	2012	
Suzanne Kent	2012	
Trace Worrell	2012	See Doc 15: Jan 2009 APM Minutes
Scott Shapard	2012	
Jeany Pitre	2012	
Vestrymen as of 2009 APM	Term Ending in	Documents
Grace Forderhase	2010	
Laura Fleming	2010	
Suzy Griffin	2010	
Tommy Miller	2010	
Mollee Westfall	2010	
Gay Marquardt	2011	
Fran McDonald	2011	
Linda Christie	2011	See Doc 15: Jan 2009 APM Minutes
Gilman Tracy	2011	
Stephanie Burk	2011	
Barbara Chowning	2012	
Suzanne Kent	2012	
Trace Worrell	2012	
Scott Shapard	2012	

Jeany Pitre	2012		
Fr. Jambor names Mollee Westfall Sr. Warden		See Doc 15: Jan 2009 APM Minutes	
Fran McDonald and Gay Marquardt resigned via email 1-28-09		See Doc 16: Emails from McDonald and Marquardt to Fr. Jambor and Vestry	
Vestrymen as of 1-29-09	Term Ending in		
Grace Forderhase	2010	See Doc 17: Vestry Minutes Feb 20, 2009	
Laura Fleming	2010		
Suzy Griffin	2010		
Tommy Miller	2010		
Mollee Westfall	2010		
Gay Marquardt	2011		
Fran McDonald	2011		
Linda Christie	2011		
Gilman Tracy	2011		
Stephanie Burk	2011		
Barbara Chowning	2012		
Suzanne Kent	2012		
Trace Worrell	2012		
Scott Shapard	2012		
Jeany Pitre	2012		
Gilman Tracy elected Jr Warden		See Doc 17: Vestry Minutes Feb 20, 2009	
Dick Varnell elected treasurer.		See Doc 17: Vestry Minutes Feb 20, 2009	
Vestry elects two new members to fill vacancies on 4-28-09		See Doc 18: Vestry Minutes 4-28-09	
Vestrymen as of 4-28-09	Term Ending in	Replaced by	
Grace Forderhase	2010		
Laura Fleming	2010		
Suzy Griffin	2010		
Tommy Miller	2010		
Mollee Westfall	2010		
Gay Marquardt	2011		Andrew Gallina
Fran McDonald	2011		Richard Terrell
Linda Christie	2011		
Gilman Tracy	2011		
Stephanie Burk	2011		
Barbara Chowning	2012		
Suzanne Kent	2012		
Trace Worrell	2012		
Scott Shapard	2012		
Jeany Pitre	2012		
2010			
The following Vestrymen completed their term as of the January 2010 APM			

Grace Forderhase Laura Fleming Suzy Griffin Tommy Miller Mollee Westfall	<i>Forderhase ran for a full term bc/ she was a sub in 2008</i>	
The following Vestrymen were elected at the January 2010 APM		
Grace Forderhase Kyle Mankin Kathy Pollard Whit Smith Greg Westfall		See Doc 19: 2010 APM Minutes
Vestrymen as of 2010 APM	Term Ending in	Documents
Andrew Gallina	2011	See Doc 19: 2010 APM Minutes
Richard Terrell	2011	
Linda Christie	2011	
Gilman Tracy	2011	
Stephanie Burk	2011	
Barbara Chowning	2012	
Suzanne Kent	2012	
Trace Worrell	2012	
Scott Shapard	2012	
Jeany Pitre	2012	
Grace Forderhase	2013	
Kyle Mankin	2013	
Kathy Pollard	2013	
Whit Smith	2013	
Greg Westfall	2013	
Fr. Jambor appointed Stephanie Burke Sr. Warden		
Gilman Tracy elected Jr Warden		See Doc 20: 2-23-10 Vestry minutes
Dick Varnell elected treasurer.		
Kathy Pollard elected clerk		
By Laws Committee		
Fr. Jambor reported that in recent years there have been no changes to the By Laws and that Ms. Christie will be forming a committee soon to revie wthe recent By Laws.		See Doc 21: Vestry Minutes 3-23-10

Linda Christie announced the committee would be meeting in the near future. Jeany Pitre, Trace Worrell, Stephanie Burke, and Greg Westfall volunteered to serve on the committee.		See Doc 22: Vestry Minutes 4-27-10
Linda Christie reported that she met with Fr. Jambor to discuss the committee's work and that Ann Michels has been added as a committee member.		See Doc 23: Vestry Minutes 6-22-10
Fr. Jambor reported that the committee met and a time line had been developed. He projected that a draft would be ready to present in January.		See Doc 24: Vestry Minutes 8-24-10
Fr. Jambor reported that the committee had met twice in the past month, completing most of its work on the bylaws.		See Doc 25: Vestry Minutes 10-26-10
Linda Christie reported that her committee had met three times with Ann Michels and would have a draft ready soon.		See Doc 26: Vestry Minutes 11-16-10
Linda Christie presented copies of the revised bylaws and explained the changes that have been made. The committee will complete its work on the revisions and make updated copies available to the Vestry soon.		See Doc 27: Vestry Minutes 12-14-10
2011		
Chrisie reported that she would a presentation of the Vestry approved ASEC bylaws at the APM on Jan 30		See Doc 28: Vestry Minutes 1-25-11

<p>Linda Chrisie, Chair, reported that the last revision of the church's bylaws was about ten years ago and needed to be updated. A committee of the Vestry worked long and hard to bring this revised doc to fruition. Members may read this online at the church's webiste. The revised By-Laws were moved by the By-Laws Committee. No second was required. A vote by the showing of hands was taken. Changes to the by-laws were approved resoundingly. Only two (2) members did not approve of the changes.</p>		<p>See Doc 29: APM Minutes 2011</p>
<p>The following Vestrymen completed their term as of the January 2011 APM</p>		
<p>Andrew Gallina Richard Terrell Linda Christie Gilman Tracy Stephanie Burk</p>	<p>2011 2011 2011 2011 2011</p>	<p>See Doc 29: APM Minutes 2011</p>
<p>The following Vestrymen were elected at the January 2011 APM</p>		
<p>Christy Brammer Steve Fleming Suzy Griffin Andrew Johnsen Woody Lawson</p>		<p>See Doc 29: APM Minutes 2011</p>
<p>Vestrymen as of 2011 APM</p>	<p>Term Ending in</p>	<p>Documents</p>
<p>Barbara Chowning Suzanne Kent Trace Worrell Scott Shapard Jeany Pitre Grace Forderhase Kyle Mankin Kathy Pollard Whit Smith Greg Westfall Christy Brammer Steve Fleming Suzy Griffin Andrew Johnsen</p>	<p>2012 2012 2012 2012 2012 2013 2013 2013 2013 2013 2014 2014 2014 2014</p>	<p>See Doc 29: APM Minutes 2011</p>

Woody Lawson	2014	
Fr. Jambor appointed Trace Worrell Sr. Warden		
Woody Lawson elected Jr Warden		See Doc 30: 2-22-11 Vestry minutes
Dick Varnell elected treasurer.		
Kathy Pollard elected clerk		
By Laws Ad-Hoc Committee		
The Vestry established an ASEC Ad Hoc Committee to look at ASEC bylaw components relating to the maintaining of the Episcopal Identity at ASES, the result being a bylaw proposal to be presented at the 2012 APM. Anne Michels, Andrew Johnsen, Jeany Pitre, and Trace Worrell were invitd to serve on the committee.		See Doc 31: 5-24-11 Vestry minutes
Fr. Jambor said the ASEC By Law Ad Hoc Committee had met.		See Doc 32: 6-28-11 Vestry minutes
Fr. Jambor said the committee would be meeting in the near future		See Doc 33: 8-23-11
Fr. Jambor said the final draft was completed and would be ready for Vestry action in October		See Doc 34: 9-27-11
Chair, Anne Michels presented the committee's draft modifications of Article XIV to the By Laws. Following a discussion, Mr. Westfall moved, seconded by Mr. Smith, that (with typo corrections) the modifications presented by the committee be approved by the Vestry. The motion carried unanimously. Mr. Westfall then moved, seconded by Mr. Smith, that the committee make certain that the identity of All Saints' Episcopal Church, 5001 Crestline Road be clear and in conformity with the remainder of the By Laws. The motion passed unanimously.		See Doc 35: Vestry Minutes 10-25-11

<p>Referring to a motion cited in the October 25, 2011 minutes (ASEC By Law Committee Report) stating that the “certainty of the identity of All Saints’ Episcopal Church, 5001 Crestline Road be clear and in conformity...”, Mr. Westfall reported that he had added the clarification stipulated in the motion to the bylaws.</p>		<p>See Doc 36: Vestry Minutes 11-15-11</p>
<p>2012</p>		
<p>Vote at 2012 APM on changes to the by-laws in order to bring the school and church in compliance. Fr Jambor thanked the committee that worked. The Rector then scanned the various changes, including adding the address of All Saints’ Episcopal Church at 5001 Crestline Road. Article XIV concerning All Saints’ Episcopal School Board of Trustees was completely rewritten. Copies of the by-laws were distributed prior to the meeting. A vote was then taken to approve the changes to the By-Laws of All Saints’ Episcopal Church as noted, with Richard Chowning making the motion, and it being seconded by Shannon Worrell. The vote passed unanimously</p>		<p>See Doc 37: APM 2012 Minutes</p>
<p>The following Vestrymen completed their term as of the January 2012 APM</p>		
<p>Barbara Chowning Suzanne Kent Trace Worrell Scott Shapard Jeany Pitre</p>		<p>See Doc 37: APM 2012 Minutes</p>
<p>The following Vestrymen were elected at the January 2012 APM</p>		
<p>Stephnaie Burk John Kent Anne Michels Erin Miller Trace Worrell.</p>		<p>See Doc 37: APM 2012 Minutes</p>
<p>Vestrymen as of 2012 APM</p>	<p>Term Ending in</p>	<p>Documents</p>

Grace Forderhase	2013	See Doc 37: APM 2012 Minutes
Kyle Mankin	2013	
Kathy Pollard	2013	
Whit Smith	2013	
Greg Westfall	2013	
Christy Brammer	2014	
Steve Fleming	2014	
Suzy Griffin	2014	
Andrew Johnsen	2014	
Woody Lawson	2014	
Stephnaie Burk	2015	
John Kent	2015	
Anne Michels	2015	
Erin Miller	2015	
Trace Worrell.	2015	
APM Minutes Feb 2012 Vestry Minutes indicate no appointment or election of new officers.		See Doc 37 and 38: Feb 2012 Vestry Minutes
2013		
The following Vestrymen completed their term as of the January 2013 APM		
Grace Forderhase		See Doc 39: APM 2013 Minutes
Kyle Mankin		
Kathy Pollard		
Whit Smith		
Greg Westfall		
The following Vestrymen were elected at the January 2013 APM		
William Gerhart		See Doc 39: APM 2013 Minutes
Kyle Mankin		
Whit Smith		
Richard Terrell		
Greg Westfall		
Vestrymen as of 2013 APM	Term Ending in	Documents
Christy Brammer	2014	See Doc 39: APM 2013 Minutes
Steve Fleming	2014	
Suzy Griffin	2014	
Andrew Johnsen	2014	
Woody Lawson	2014	
Stephnaie Burk	2015	
John Kent	2015	
Anne Michels	2015	
Erin Miller	2015	
Trace Worrell.	2015	
William Gerhart	2016	
Kyle Mankin	2016	

Whit Smith	2016	
Richard Terrell	2016	
Greg Westfall	2016	
Fr. Jambor appointed Trace Worrell Sr. Warden		See Doc 39: APM 2013 Minutes
Woody Lawson elected Jr Warden		See Doc 40: 2-26-13 Vestry minutes
Dick Varnell elected treasurer.		
Andrew Johnsen elected clerk		
2014		
The following Vestrymen completed their term as of the January 2014 APM		
Christy Brammer	2014	See Doc 41: APM 2014 Minutes
Steve Fleming	2014	
Suzy Griffin	2014	
Andrew Johnsen	2014	
Woody Lawson	2014	
The following Vestrymen were elected at the January 2014 APM		
Joyce Bender		See Doc 41: APM 2014 Minutes
Mack House		
Andrew Johnsen		
Jeany Pitre		
Richk Robinson		
Vestrymen as of 2014 APM	Term Ending in	Documents
Stephnaie Burk	2015	See Doc 41: APM 2014 Minutes
John Kent	2015	
Anne Michels	2015	
Erin Miller	2015	
Trace Worrell.	2015	
William Gerhart	2016	
Kyle Mankin	2016	
Whit Smith	2016	
Richard Terrell	2016	
Greg Westfall	2016	
Joyce Bender	2017	
Mack House	2017	
Andrew Johnsen	2017	
Jeany Pitre	2017	
Richk Robinson	2017	
Fr. Jambor appointed Trace Worrell Sr. Warden		
Rick Robinson elected Jr Warden		See Doc 42: 2-25-14 Vestry minutes
Dick Varnell elected treasurer.		
Joyce Bender elected clerk		
2015		
The following Vestrymen completed their term as of the January 2015 APM		

Stephnaie Burk
 John Kent
 Anne Michels
 Erin Miller
 Trace Worrell.

The following Vestrymen were elected at the January 2015 APM

Stephanie Burk
 Suzy Griffin
 Erin Miller
 Ed Luke
 Richard "Dick" Varnell

Vestrymen as of 2015 APM	Term Ending in	Documents
William Gerhart	2016	See Doc 43: APM 2015 Minutes
Kyle Mankin	2016	
Whit Smith	2016	
Richard Terrell	2016	
Greg Westfall	2016	
Joyce Bender	2017	
Mack House	2017	
Andrew Johnsen	2017	
Jeany Pitre	2017	
Richk Robinson	2017	
Stephanie Burk	2018	
Suzy Griffin	2018	
Erin Miller	2018	
Ed Luke	2018	
Richard "Dick" Varnell	2018	
Fr. Jambor appointed Stephanie Burk Sr. Warden		
Rick Robinson elected Jr Warden		See Doc 44: 2-21-15 Vestry minutes
Dick Varnell elected treasurer.		
Joyce Bender elected clerk		

2016

The following Vestrymen completed their term as of the January 2016 APM

William Gerhart
 Kyle Mankin
 Whit Smith
 Richard Terrell
 Greg Westfall

See Doc 45: APM 2016 Minute

The following Vestrymen were elected at the January 2016 APM

Stephen Baker
 Ann Greenhill
 Luci Hoad
 Richard Terrell

See Doc 45: APM 2016 Minute

Mollee Westfall

Vestrymen as of 2016 APM	Term Ending in	Documents
Joyce Bender	2017	See Doc 45: APM 2016 Minutes
Mack House	2017	
Andrew Johnsen	2017	
Jeany Pitre	2017	
Richk Robinson	2017	
Stephanie Burk	2018	
Suzy Griffin	2018	
Erin Miller	2018	
Ed Luke	2018	
Richard "Dick" Varnell	2018	
Stephen Baker	2019	
Ann Greenhill	2019	
Luci Hoad	2019	
Richard Terrell	2019	
Mollee Westfall	2019	
Fr. Jambor appointed Stephanie Burk Sr. Warden		
Rick Robinson elected Jr Warden		See Doc 46: 2-23-16 Vestry minutes
Dick Varnell elected treasurer.		
Joyce Bender elected clerk		
2017		
The following Vestrymen completed their term as of the January 2017 APM		
Joyce Bender Mack House Andrew Johnsen Jeany Pitre Richk Robinson		See Doc 47: APM 2017 Minutes
The following Vestrymen were elected at the January 2017 APM		
Joyce Bender Steve Fleming Whit Smith Gilman Tracy Trace Worrell		See Doc 47: APM 2017 Minutes
Vestrymen as of 2017 APM	Term Ending in	Documents
Stephanie Burk	2018	See Doc 47: APM 2017 Minutes
Suzy Griffin	2018	
Erin Miller	2018	
Ed Luke	2018	
Richard "Dick" Varnell	2018	
Stephen Baker	2019	
Ann Greenhill	2019	
Luci Hoad	2019	

Richard Terrell	2019	See Doc 47: APM 2017 Minutes
Mollee Westfall	2019	
Joyce Bender	2020	
Steve Fleming	2020	
Whit Smith	2020	
Gilman Tracy	2020	
Trace Worrell	2020	
Fr. Jambor appointed Stephanie Burk Sr. Warden		
Gilman Tracy elected Jr Warden		See Doc 48: 2-21-17 Vestry minutes
Dick Varnell elected treasurer.		
Joyce Bender elected clerk		
2018		
The following Vestrymen completed their term as of the January 2018 APM		
Stephanie Burk Suzy Griffin Erin Miller Ed Luke Richard "Dick" Varnell		See Doc 49: APM 2018 Minutes
The following Vestrymen were elected at the January 2018 APM		
Linda Christie Scott Rector Suzy Griffin Anne Michels Kyle Mankin		See Doc 49: APM 2018 Minutes
Vestrymen as of 2018 APM	Term Ending in	Documents
Stephen Baker	2019	See Doc 49: APM 2018 Minutes
Ann Greenhill	2019	
Luci Hoad	2019	
Richard Terrell	2019	
Mollee Westfall	2019	
Joyce Bender	2020	
Steve Fleming	2020	
Whit Smith	2020	
Gilman Tracy	2020	
Trace Worrell	2020	
Linda Christie	2021	
Scott Rector	2021	
Suzy Griffin	2021	
Anne Michels	2021	
Kyle Mankin	2021	
Fr. Jambor appointed Mollee Westfall Sr. Warden		
Gilman Tracy elected Jr Warden		

Dick Varnell elected treasurer.		See Doc 50: 2-27-18 Vestry minutes
Suzy Griffin elected clerk		
2019		
The following Vestrymen completed their term as of the January 2019 APM		
Stephen Baker Ann Greenhill Luci Hoad Richard Terrell Mollee Westfall		See Doc 51: APM 2019 Minutes
The following Vestrymen were elected at the January 2019 APM		
Bill Brammer Luci Hoad Elizabeth Ming Richard "Dick" Varnell Mollee Westfall		See Doc 51: APM 2019 Minutes
Vestrymen as of 2019 APM	Term Ending in	Documents
Joyce Bender	2020	See Doc 51: APM 2019 Minutes
Steve Fleming	2020	
Whit Smith	2020	
Gilman Tracy	2020	
Trace Worrell	2020	
Linda Christie	2021	
Scott Rector	2021	
Suzy Griffin	2021	
Anne Michels	2021	
Kyle Mankin	2021	
Bill Brammer	2022	
Luci Hoad	2022	
Elizabeth Ming	2022	
Richard "Dick" Varnell	2022	
Mollee Westfall	2022	
Fr. Jambor appointed Mollee Westfall Sr. Warden		
Gilman Tracy elected Jr Warden		See Doc 52: 2-26-19 Vestry minutes
Dick Varnell elected treasurer.		
Suzy Griffin elected clerk		
2020		
The following Vestrymen completed their term as of the January 2020 APM		
Joyce Bender Steve Fleming		

Whit Smith Gilman Tracy Trace Worrell		See Doc 53: APM 2020 Minutes
The following Vestrymen were elected at the January 2020 APM		
Stephanie Burk Wende Dwyer-Johnsen Steve Fleming Gilman Tracy Trace Worrell		See Doc 53: APM 2020 Minutes
Vestrymen as of 2020 APM	Term Ending in	
Linda Christie	2021	
Scott Rector	2021	
Suzy Griffin	2021	
Anne Michels	2021	
Kyle Mankin	2021	
Bill Brammer	2022	
Luci Hoad	2022	
Elizabeth Ming	2022	See Doc 53: APM 2020 Minutes
Richard "Dick" Varnell	2022	
Mollee Westfall	2022	
Stephanie Burk	2023	
Wende Dwyer-Johnsen	2023	
Steve Fleming	2023	
Gilman Tracy	2023	
Trace Worrell	2023	
The Vestry unanimously approved Whit Smith to fill Lucinda Hoad's unexpired term (due to an out of state move.)		See Doc 54: Vestry Minutes 4-28-20
Vestrymen as of April 2020	Term Ending in	Replaced by
Linda Christie	2021	
Scott Rector	2021	
Suzy Griffin	2021	
Anne Michels	2021	
Kyle Mankin	2021	
Bill Brammer	2022	
Luci Hoad	2022	Whit Smith
Elizabeth Ming	2022	
Richard "Dick" Varnell	2022	
Mollee Westfall	2022	
Stephanie Burk	2023	
Wende Dwyer-Johnsen	2023	
Steve Fleming	2023	

Gilman Tracy	2023	
Trace Worrell	2023	
2021		
The following Vestrymen completed their term as of the January 2021 APM		
Linda Christie Scott Rector Suzy Griffin Anne Michels Kyle Mankin		See Doc 55: Vestry Minutes 1-26-21
The following Vestrymen were elected via Mail-In Ballot Jan 2021		
Linda Christie Scott Rector Suzy Griffin Kyle Mankin Richard Terrell		See Doc 56: Vestry Tally Sheet 2021
Vestrymen: 2021 Jan Vote	Term Ending in	Documents
Bill Brammer	2022	
Luci Hoad	2022	
Elizabeth Ming	2022	
Richard "Dick" Varnell	2022	
Mollee Westfall	2022	
Stephanie Burk	2023	
Wende Dwyer-Johnsen	2023	
Steve Fleming	2023	See Doc 57: APM 2021 Minutes
Gilman Tracy	2023	
Trace Worrell	2023	
Linda Christie	2024	
Scott Rector	2024	
Suzy Griffin	2024	
Kyle Mankin	2024	
Richard Terrell	2024	

EXHIBIT D-8

BYLAWS

ALL SAINTS' EPISCOPAL CHURCH
Fort Worth, Texas

January 30, 2011

ARTICLE I

Name

The name of this Corporation (hereafter referred to as the "Corporation") shall be ALL SAINTS' EPISCOPAL CHURCH, a parish church in Fort Worth, Texas in the Episcopal Diocese of Fort Worth. All references in these bylaws to "All Saints' Episcopal Church" or "the parish" shall mean the aforementioned parish.

For purposes of definition, "The Episcopal Diocese of Fort Worth" is the ecclesiastical body that is in communion with and under the authority of The General Convention of The Episcopal Church (U.S.A.). We understand the identity of "The Episcopal Church" to be a constituent member of the Anglican Communion, a Fellowship within the One, Holy, Catholic, and Apostolic Church, in communion with the See of Canterbury, upholding and propagating the historic Faith and Order as set forth in the Book of Common Prayer. The Book of Common Prayer to which we refer is the most recent edition of the Book of Common Prayer in The Episcopal Church.

ARTICLE II

Governance

The affairs of the Corporation shall be conducted in conformity to the Constitution and Canons of the General Convention of the Episcopal Church in the United States of America (herein referred to as "General Convention Canons" and "The Episcopal Church," respectively). The affairs of the Corporation shall likewise be conducted in conformity with the Constitution and Canons of the Diocese of Fort Worth (hereinafter referred to as the "Diocesan Canons"); provided in the event of any conflict between the General Convention Canons and either the Diocesan Canons or these Bylaws, as they relate to the affairs of the Corporation, the General Convention Canons shall prevail, to the extent of such conflict.

ARTICLE III

Board of Directors and Vestry

- A. The Board of Directors (hereinafter referred to as the "Vestry") of the Corporation shall consist of the Rector, as Chairman, and the Wardens and other Vestry members. The Vestry members, other than the Rector, are duly elected at the Annual Parish Meeting of All Saints' Episcopal Church from Confirmed Communicants in Good Standing (as

defined in Article VI below) and must also be at least eighteen (18) years of age, canonically resident in the parish, regular in worship attendance, active participants in the life of the parish, and financial contributors to the parish in the preceding year as shown on the records of the Treasurer. The Vestry shall consist of no less than six (6) members and no more than fifteen (15) members not including the Rector who is ex-officio on the Vestry as Chairman. Each member of the Vestry will serve a three-year term. The Vestry shall be elected so that there are three classes of approximate equal size, with the term of each class ending in consecutive years. If a vacancy in the membership of the Vestry occurs between Annual Parish Meetings, the remaining Vestry members may elect a new member to serve on the Vestry until the completion of the unexpired term. Vestry members may be elected to serve two consecutive three-year terms. No person having served two full three-year terms in office or a full three-year term plus at least two (2) years of an unexpired term shall be eligible for election to the Vestry until a full year has elapsed.

- B. Regular meetings of the Vestry shall be held once each month at such time and place as the Vestry shall from time to time determine. No notice of regular meetings of the Vestry shall be required. Special meetings of the Vestry may be called by the Rector (or in his absence the Senior Warden), or at the written request of three (3) members of the Vestry, including one (1) Warden, or a majority of the Vestry, upon three (3) days prior written notice; an agenda shall be provided with such notice; and no matter shall be considered at such special meeting unless it appears on the agenda thereof. A majority of the Vestry shall constitute a quorum. Each member of the Vestry has a vote, and the Rector may vote in the case of a tie. The Vestry may, from time to time, determine standing rules of order for the conduct of Vestry meetings.
- C. If and when all Vestry members shall severally or collectively consent, in writing, to any action to be taken by the Corporation, such action shall be as valid as though it had been authorized at a meeting of the Vestry.
- D. Meetings of the Vestry may be held by means of a remote electronic communications system, including conference telephone or similar communications equipment, video conferencing technology or the Internet, or any combination thereof, but only if:
 - (1) Each person entitled to participate in the meeting consents to the meeting being held by means of the system employed;
 - (2) The system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant; and
 - (3) If voting is to take place at the meeting, then:
 - a. Reasonable measures must be implemented to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and

- b. A record must be kept of any vote or other action taken.

- E. The Canons of The Episcopal Church state “Any person accepting any office in this Church shall well and faithfully perform the duties of that office in accordance with the Constitution and Canons of this Church and of the Diocese in which the office is being exercised.” All members of the Vestry must sign an Oath of Office consistent with the aforementioned Canons in such form as determined by the Vestry, from time to time. Failure to provide a signed Oath of Office upon request of the Rector shall disqualify the person failing to so sign the Oath of Office from being a member of the Vestry and the Vestry position held by such person shall be vacant.

ARTICLE IV
Officers

- A. The PRESIDENT of the Corporation shall be the Rector of All Saints’ Episcopal Church. He shall be its chief executive and shall have general and active management of the corporate business and shall see that all orders and resolutions of the Vestry are carried into effect. The Rector shall be elected by the Vestry.

- B. The VICE PRESIDENT of the Corporation shall be the Senior Warden of All Saints’ Episcopal Church. He shall perform the duties and exercise the power of the President during the latter’s absence or disability. The Senior Warden shall be appointed by the Rector from among the elected members of the Vestry.

- C. The JUNIOR WARDEN of the Corporation shall be elected by the Vestry members from among the members of the Vestry. He shall have oversight of the property and facilities of the Corporation on behalf of the Vestry.

- D. The SECRETARY of the Corporation shall be the Clerk, elected by the Vestry members of All Saints’ Episcopal Church. The Clerk may or may not be a Vestry member. He shall attend all meetings of the Vestry and shall preserve in the books of the Corporation true minutes of the proceedings of all such meetings and shall give all notices required by statute, bylaw, or resolution. He will maintain and preserve the Bylaws and Standing Rules of the Corporation.

- E. The TREASURER of the Corporation shall be elected by the Vestry of All Saints’ Episcopal Church. The Treasurer may or may not be a Vestry member. He shall have custody of all church funds and securities and shall keep, in books belonging to the Church, full and accurate accounts of all receipts and disbursements. He shall deposit all monies, securities and other valuable effects of the Church in its name in such depositories as may be designated for that purpose by the Vestry. The books and records shall conform to the Manual of Accounting Principles and Reporting Practices of the Episcopal Church.

He shall disburse the funds of the Corporation only when and as ordered by the Vestry, taking proper vouchers for such disbursements, and he shall render to the Rector and

Vestry at regular meetings of the Vestry, and whenever otherwise requested by them, an account of all his transactions as Treasurer and of the financial condition of the Corporation. He shall cause the books and records of the Corporation to be audited annually in accordance with the requirements of the General Convention Canons.

ARTICLE V
Execution of Instruments

- A. All checks, drafts and orders for payment of money shall be signed in the name of the Corporation and shall be countersigned by such officers or agents as the Vestry shall from time to time designate for that purpose.
- B. When the execution of any contract, conveyance or other instrument has been authorized by the Vestry without its having specified who shall be the executing officer, the Rector or the Senior Warden and the Secretary may execute the same in the name of and on behalf of the Corporation and may affix its corporate seal thereto. The Vestry shall have the power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Corporation.

ARTICLE VI
Membership

- A. Definitions
 - (1) “Members of the Body of Christ,” that is Christ’s Church, are those who have been baptized in water in the Name of the Father, the Son, and the Holy Ghost.
 - (2) “Members of the Corporation” are those who are listed on the parish rolls as “members.” It is All Saints’ Episcopal Church’s custom to include as members of the parish those who may not yet be baptized such as newborn infants. Though not Members of the Body of Christ, they are certainly Members of the Corporation. Being a Member of the Corporation does not entitle one to seat, voice, or vote at the Annual Parish Meeting or any specially called meeting of the Corporation, nor does being a Member of the Corporation entitle one to hold office in the Corporation.
 - (3) “Qualified Voters” are those Members of the Corporation who are Confirmed Communicants in Good Standing and who are at least 16 years of age. Qualified Voters have seat, voice, and vote at the Annual Parish Meeting or any specially called meeting of the Corporation.
 - (4) “Communicants in Good Standing” are all Communicants of the parish who have been active in the parish and givers of record during the previous year.

(5) "Confirmed Communicants in Good Standing" are those who are Communicants in Good Standing who have received the sacrament of confirmation as indicated in the parish's records.

- B. Parish Meetings. An Annual Parish Meeting shall convene in the month of January each year and shall receive reports for the year ended the 31st of December immediately past, including the financial condition of the Corporation. Ten percent (10%) of the Qualified Voters in the parish shall constitute a quorum. The Rector, upon thirty (30) days prior written notice, may call special meetings of the members of the Corporation; an agenda shall be provided with such notice; and no matter shall be considered at such special meeting unless it appears on the agenda thereof. All meetings shall be conducted in accordance with the most recent revision of Robert's Rules of Order. Upon discretion of the Rector, some meetings may have only Qualified Voters in attendance.

ARTICLE VII
Indemnification

- A. Persons. The Corporation shall indemnify to the extent provided in paragraphs B, C, or D of this Article:
- (1) Any person who is or was a Vestry member, officer, agent or employee of the Corporation; and
 - (2) Any person who serves or served at the Corporation's request as a Vestry Member, officer, agent, employee, partner or trustee or another corporation, or of a partnership, joint venture, trust or other enterprise.
- B. Extent in Derivative Suits. In case of a suit by or in the right of the Corporation against a person named in paragraph A by right of his holding a position named in paragraph A, the Corporation shall indemnify him, if he satisfies the standard in paragraph C, for expenses (including attorneys' fees, but excluding amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of the suit.
- C. Standard in Derivative Suit. In case of a suit by or in the right of the Corporation, a person named in paragraph B shall be indemnified only if:
- (1) He is successful on the merits or otherwise; or
 - (2) He acted in good faith in the transaction which is the subject of the suit, and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation. However, he shall not be indemnified in respect of any claim, issue or matter as to which he has been adjudged liable for negligence or misconduct in the performance of his duty to the Corporation unless (and only to the extent that) the court in which the suit was brought shall determine, upon application, that despite the adjudication, but in view of all the circumstances, he is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

- D. Extent in Non-Derivative Suits. In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the Corporation, together hereafter referred to as a non-derivative suit, against a person named in paragraph A by reason of his holding a position named in paragraph A, the Corporation shall indemnify him, if he satisfies the standard in paragraph E, for amounts actually and reasonably incurred by him in connection with the defense or settlement of a non-derivative suit as:
- (1) Expenses (including attorneys' fees);
 - (2) Amounts paid in settlement;
 - (3) Judgments; and
 - (4) Fines.
- E. Standard in Non-Derivative Suits. In case of a non-derivative suit, a person named in paragraph A shall be indemnified only if:
- (1) He is successful on the merits or otherwise; or
 - (2) He acted in good faith in the transaction which is the subject of the non-derivative suit, and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, he had no reason to believe his conduct was unlawful. The termination of a non-derivative suit by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to satisfy the standard of this paragraph E(2).
- F. Determination That Standard Has Been Met. A determination that the standard of paragraph C or paragraph E has been satisfied may be made by a court. Or, except as stated in paragraph E(2), the determination may be made by:
- (1) a majority of the Vestry members (whether or not a quorum) who were not parties to the action, suit or proceeding; or
 - (2) independent legal counsel in a written opinion.
- G. Proration. Anyone making a determination under paragraph F may determine that a person has met the standard as to some matters but not as to others, and may reasonably prorate amounts to be indemnified.
- H. Advance Payment. The Corporation may pay in advance any expenses (including attorneys' fees) which may become subject to indemnification under paragraphs A through G, if:

- (1) the Vestry authorizes the specific payment; and
 - (2) the person receiving the payment undertakes in writing to repay unless it is ultimately determined that he is entitled to indemnification by the Corporation under paragraph A through paragraph G.
- I. Non-Exclusive. The indemnification provided by this Article VII shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement or disinterested Vestry Members, or otherwise.
 - J. Continuation. The indemnification and advance payment provided by paragraphs A through H shall continue as to a person who has ceased to hold a position named in paragraph A and shall inure to his heirs, executors and administrators.
 - K. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who holds or who has held any position named in paragraph A against any liability incurred by him in any such position, or arising out of his status as such, whether or not the Corporation would have power to indemnify him against such liability under paragraph A through H.
 - L. Reports. Indemnification payments, advance payments and insurance payments made under paragraphs A through K shall be reported in writing to the Vestry with the next notice of annual meeting, or within six months, whichever is sooner.

ARTICLE VIII
Terminology

In accordance with the General Convention and Diocesan Canons, the masculine pronoun is used in these Bylaws to include the feminine pronoun.

ARTICLE IX
Amendment of Bylaws

These Bylaws may be amended or repealed by the affirmative vote of two-thirds of all the members of the Vestry at any regular meeting or special meeting called for that purpose. Any such amendment or amendments or repeal shall not be effective until submitted to the Qualified Voters of the Corporation for their ratification by a majority of such Qualified Voters present at the Annual Parish Meeting next succeeding the meeting or meetings in which they were adopted by the Vestry or at a special meeting of the Qualified Voters called pursuant to Article VI, paragraph B, of these Bylaws.

Any amendments, changes, or alterations made by the Qualified Voters at the Annual Parish Meeting or any specially called meeting must be ratified by an affirmative vote of two-thirds of the Vestry members at a regular or special meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry.

ARTICLE X
Standing Rules

Each Commission and Committee may create rules outlining the operation of said Commission or Committee. These Standing Rules may be amended, altered, changed, added to, or repealed by the affirmative vote of two-thirds of the Vestry members at a regular meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry.

ARTICLE XI
Property

All real and personal property held by or for the benefit of All Saints' Episcopal Church is held in trust for The Episcopal Church and the Diocese thereof in which the Church is located. The existence of this trust, however, shall in no way limit the power and authority of All Saints' Episcopal Church otherwise existing over such property so long as All Saints' Episcopal Church remains a part of, and subject to The Episcopal Church's General Convention Constitution and Canons.

ARTICLE XII
Commissions

- A. Commissions may be established or dissolved by the Vestry. The principal areas of parish activity are assigned to separate commissions, each chaired by a Communicant in Good Standing of the parish appointed by the Rector for one year. At least one member of the Vestry and other parishioners with interests in the areas overseen by each commission shall constitute the membership of the commission. All parish organizations, which are chartered by the Rector, are assigned to be under the auspices of the appropriate Commission. Each commission is responsible for planning, implementing and periodically reviewing its particular parts of the general program of the parish, including responsibility for submitting to the Finance Committee of the Vestry annual budget proposals for funding the program areas under its responsibility.
- B. The duties and composition of Commissions are set by the Vestry and may be changed by the Vestry from time to time.

ARTICLE XIII
Standing Committees

- A. Standing Committees will be established or dissolved as deemed necessary by the Vestry. Responsibilities for certain administrative areas of parish activity are assigned to these committees, with Chairman and membership as specified in the succeeding paragraphs. Each committee is responsible for planning, implementing and periodically reviewing its particular parts of the general program of the parish, including responsibility for submitting to the Finance Committee of the Vestry annual budget proposals for funding any program areas under its responsibility.

B. Executive Committee

- (1) Duties. The Executive Committee shall meet as required and as appropriate to discuss matters pertinent to the life of All Saints' Episcopal Church and shall report to the Vestry at its regularly scheduled or special called meetings.
- (2) Composition. Membership on the Executive Committee includes the Senior Warden, Junior Warden, Treasurer, and Rector. The Executive Committee is chaired by the Rector. Other Communicants in Good Standing of the parish may be appointed to the committee by the Rector, at his discretion.

C. Finance Committee

- (1) Duties. The Finance Committee shall review and present recommendations to the Vestry on the finances of the parish, including but not limited to drafting and monitoring the operating budget of the parish and overseeing the insurance, endowments, and investments of the parish. The Finance Committee may be divided into subcommittees such as Budget, Investment and Insurance, to ensure the effectiveness of each area of the committee's responsibilities.
- (2) Composition. Membership on the Finance Committee includes the Treasurer of the parish, who chairs the committee, the Senior Warden and the Rector, ex-officio, and at least one (1) additional member of the Vestry, appointed by the Treasurer. Other Communicants in Good Standing of the parish may be appointed to the committee by the Treasurer, at his discretion.

D. Facilities Committee

- (1) Duties. The Facilities Committee shall review and present recommendations to the Vestry related to the physical plant and equipment of the parish. The Facilities Committee shall present to the Vestry any recommendations involving the acquisition, disposition or change of status of any properties or facilities of the parish.
- (2) Composition. The Facilities Committee is chaired by the Junior Warden, who shall appoint at least one (1) additional member of the Vestry. The Junior Warden may appoint other Communicants in Good Standing of the parish at his discretion.

E. Stewardship Committee

- (1) Duties. The Stewardship Committee shall oversee, coordinate and implement the stewardship program of the parish. To implement this program, the committee may be divided into subcommittees, such as Planning, Information, Arrangements and Commitment. The year-round stewardship program of the parish includes a long-range planning process as well as planning and executing the annual Stewardship drive.

- (2) Composition. The Rector shall appoint a Stewardship Chairman annually. The Chairman of the Stewardship Committee does not have to be a member of the Vestry but shall be responsible for communications between the Stewardship Committee and the Vestry. The chairman, at his discretion, may appoint other Communicants in Good Standing.

F. Nominating Committee

- (1) Duties. The Nominating Committee shall review and present to the Vestry candidates for election to vacancies of the Vestry and Delegates and Alternates to Diocesan Convention, to be filled by election at the Annual Parish Meeting.
- (2) Composition. The Nominating Committee shall be composed of all members of the Vestry except those who are eligible for a second term, and the Rector, ex-officio. The Senior Warden shall serve as Chairman of the committee and shall call any and all meetings. If the Senior Warden is eligible for a second term and desires to be nominated for such term, then the committee chair shall be elected by the committee.
- (3) Procedures
 - a. The Nominating Committee shall solicit from the membership of the parish proposed names for nomination, on a form for that purpose. After verifying the canonical qualifications of each proposed nominee pursuant to Article III, paragraph A, the committee shall select from among those in the parish qualified to hold office a double slate of candidates for each vacancy to be filled.
 - b. Nominations may be accepted “from the floor” in addition to those presented by the Nominating Committee, but they must be submitted in writing before the close of business on the last business day preceding the Annual Parish Meeting, so that their canonical qualifications pursuant to Article III, paragraph A may be verified.
 - c. Election to all positions on the Vestry to be filled shall be by plurality of those present and voting. The election of delegates and alternates to Diocesan Convention shall be by plurality of those present and voting; the requisite number of delegates’ positions shall be filled by those receiving the highest number of votes, and the alternates’ positions shall be filled in descending order of votes.
- (4) Oath of Office. The Canons of The Episcopal Church state “Any person accepting any office in this Church shall well and faithfully perform the duties of that office in accordance with the Constitution and Canons of this Church and of the Diocese in which the office is being exercised.” Each person being considered for any Office of the parish or Corporation, including Vestry member, Delegates to conventions, or Alternate Delegates, will be required to sign an Oath of Office consistent with the aforementioned Canons in such form as determined by the Vestry. Failure to provide

a signed Oath of Office upon request by the Nominating Committee will render the proposed candidate ineligible for office.

- (5) Policies. To guide the selection of candidates for office, the Nominating Committee will adhere to the then current written polices adopted by the Vestry on confidentiality, Conflict of Interest, Nepotism and such other policies as needed from time to time.

G. Personnel Committee

- (1) Duties. The Personnel Committee shall review and present recommendations to the Vestry and the Rector on the staffing needs of the parish, subject to the canonical requirement that all members of the staff, lay or ordained, serve at the discretion and direction of the Rector. The Personnel Committee shall review and present recommendations to the Vestry and Rector on personnel policies and procedures, compensation, benefits and all other appropriate aspects of the support and evaluation of the staff of the parish and present appropriate funding recommendations to the Finance Committee.
- (2) Composition. Membership on the Personnel Committee includes the Senior Warden, the Rector, as Chairman, and at least three additional members of the Vestry appointed by the Rector. Other Communicants in Good Standing of the parish may be appointed to the committee by the Rector, at his discretion.

ARTICLE XIV

All Saints' Episcopal School Board of Trustees

- A. The All Saints' Episcopal School Board of Trustees shall formulate such policies as will enable the School to fulfill its purpose and shall have general charge and control of affairs, funds, curriculum, and property of the school, as delegated to it by the Vestry of All Saints' Episcopal Church.
- B. Management. The management of the affairs of the school shall be vested in the All Saints' Episcopal School Board of Trustees.
- C. Composition. The All Saints' Episcopal School Board of Trustees shall consist of at least nineteen (19) members, elected as specified in the Bylaws of All Saints' Episcopal School. A majority of the members shall be those who from time to time are the Communicants in Good Standing of All Saints' Episcopal Church, as listed on its communicant rolls in accordance with the General Convention and Diocesan Canons.
- D. Selection. At a regularly scheduled meeting, however no later than June, the Vestry shall, by ballot and a majority vote, elect All Saints' Episcopal School Trustees to succeed those whose terms are expiring that year, in accordance with the Bylaws of All Saints' Episcopal School.

ARTICLE XV
Borrowing

- A. Internal Borrowing. There shall be no borrowing from any internal fund of All Saints' Episcopal Church.

- B. External Borrowing. External borrowing for operations must be approved by two-thirds of the Vestry at a regular or specially called meeting. The approved budget for any calendar year must include provision for repayment of any external debt. Total External Borrowing of All Saints' Episcopal Church shall never be more than five percent (5%) of the previous year's Operating Receipts. However, external borrowing for Capital Items may exceed five percent (5%) with approval of at least seventy-five percent (75%) of the Vestry at a regular meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry. Any motion entertained by the Vestry for borrowing of money shall include a detailed and appropriate plan for the repayment of same.

ARTICLE XVI
Conflict of Interest

No member of the Vestry shall participate in any discussion or vote on any matter in which he or a member of his immediate family has potential conflict of interest due to having material economic involvement regarding the matter being discussed. When such a situation presents itself, the Vestry member must announce his or her potential conflict, disqualify himself and be excused from the meeting until discussion is over on the matter involved. The Rector or Senior Warden is expected to make inquiry if such conflict appears to exist and the Vestry member has not made it known.

ARTICLE XVII
Nepotism

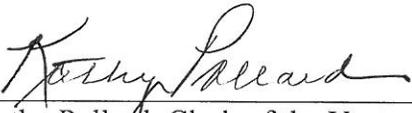
- A. Definitions
 - (1) "Nepotism" for the purpose of this Article shall be defined as the showing of favoritism to an employee or candidate for employment based on the existence of a relationship as a relative or immediate family member of a Vestry member or clergy.
 - (2) For the purpose of this policy, "relative" shall be defined as an individual's spouse, or the parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother or half-sister, of the individual or of the individual's spouse, whether the relative is related to the individual or the individual's spouse by blood, marriage or adoption.
 - (3) "Immediate family" shall be defined as Vestry member or clergy, their spouse, child, parent or sibling residing in the same household whether related by blood, marriage or adoption.

- B. Employment/Promotion of Relative. In order to avoid both the reality and the appearance of conflict of interest in employment, the Rector will not appoint a relative of a Vestry member or of the clergy to any employment position, unless the person is subject to the exception below. Nor shall any person be considered for employment in any position in which he would come under the direct or indirect supervision of any relative.
- C. Exceptions. A relative of a Vestry member or clergy may be employed by the Corporation provided that the Corporation has obtained the approval from the Vestry.

THE ABOVE AND FOREGOING BY-LAWS OF ALL SAINTS' EPISCOPAL CHURCH, FORT WORTH, TEXAS, WERE APPROVED, AS AMENDED, AT THE 64th ANNUAL PARISH MEETING OF ALL SAINTS' EPISCOPAL CHURCH, DULY CONVENED ON THE 30th DAY OF JANUARY A.D. 2011, AND WITNESSED BY THE SENIOR WARDEN AND CLERK OF THE VESTRY AS SHOWN BY THEIR SIGNATURES BELOW.



Stephanie Burk, Senior Warden



Kathy Pollard, Clerk of the Vestry

EXHIBIT D-9

BYLAWS

ALL SAINTS' EPISCOPAL CHURCH Fort Worth, Texas

January 29, 2012

ARTICLE I

Name

The name of this Corporation (hereafter referred to as the "Corporation") shall be ALL SAINTS' EPISCOPAL CHURCH, a parish church in Fort Worth, Texas in the Episcopal Diocese of Fort Worth and located at 5001 Crestline Road, Fort Worth, Texas 76107. All references in these bylaws to "All Saints' Episcopal Church" or "the parish" shall mean the aforementioned parish.

For purposes of definition, "The Episcopal Diocese of Fort Worth" is the ecclesiastical body that is in communion with and under the authority of The General Convention of The Episcopal Church (U.S.A.). We understand the identity of "The Episcopal Church" to be a constituent member of the Anglican Communion, a Fellowship within the One, Holy, Catholic, and Apostolic Church, in communion with the See of Canterbury, upholding and propagating the historic Faith and Order as set forth in the Book of Common Prayer. The Book of Common Prayer to which we refer is the most recent edition of the Book of Common Prayer in The Episcopal Church.

ARTICLE II

Governance

The affairs of the Corporation shall be conducted in conformity to the Constitution and Canons of the General Convention of the Episcopal Church in the United States of America (herein referred to as "General Convention Canons" and "The Episcopal Church", respectively). The affairs of the Corporation shall likewise be conducted in conformity with the Constitution and Canons of the Diocese of Fort Worth (hereinafter referred to as the "Diocesan Canons"); provided in the event of any conflict between the General Convention Canons and either the Diocesan Canons or these Bylaws, as they relate to the affairs of the Corporation, the General Convention Canons shall prevail, to the extent of such conflict.

ARTICLE III

Board of Directors and Vestry

- A. The Board of Directors (hereinafter referred to as the "Vestry") of the Corporation shall consist of the Rector, as Chairman, and the Wardens and other Vestry members. The Vestry members, other than the Rector, are duly elected at the Annual Parish Meeting of

All Saints' Episcopal Church from Confirmed Communicants in Good Standing (as defined below) and must also be at least eighteen (18) years of age, canonically resident in the parish, regular in worship attendance, active participants in the life of the parish, and financial contributors to the parish in the preceding year as shown on the records of the Treasurer. The Vestry shall consist of no less than six (6) members and no more than fifteen (15) members not including the Rector who is ex-officio on the Vestry as Chairman. Each member of the Vestry will serve a three-year term. The Vestry shall be elected so that there are three classes of approximate equal size, with the term of each class ending in consecutive years. If a vacancy in the membership of the Vestry occurs between Annual Parish Meetings, the remaining Vestry members may elect a new member to serve on the Vestry until the completion of the unexpired term. Vestry members may be elected to serve two consecutive three-year terms. No person having served two full three-year terms in office or a full three-year term plus at least two (2) years of an unexpired term shall be eligible for election to the Vestry until a full year has elapsed.

- B. Regular meetings of the Vestry shall be held once each month at such time and place as the Vestry shall from time to time determine. No notice of regular meetings of the Vestry shall be required. Special meetings of the Vestry may be called by the Rector (or in his absence the Senior Warden), or at the written request of three (3) members of the Vestry, including one (1) Warden, or a majority of the Vestry, upon three (3) days prior written notice; an agenda shall be provided with such notice; and no matter shall be considered at such special meeting unless it appears on the agenda thereof. A majority of the Vestry shall constitute a quorum. Each member of the Vestry has a vote, and the Rector may vote in the case of a tie. The Vestry may, from time to time, determine standing rules of order for the conduct of Vestry meetings.
- C. If and when all Vestry members shall severally or collectively consent, in writing, to any action to be taken by the Corporation, such action shall be as valid as though it had been authorized at a meeting of the Vestry.
- D. Meetings of the Vestry may be held by means of a remote electronic communications system, including conference telephone or similar communications equipment, video conferencing technology or the Internet, or any combination thereof, but only if:
 - (1) Each person entitled to participate in the meeting consents to the meeting being held by means of the system employed;
 - (2) The system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant; and
 - (3) If voting is to take place at the meeting, then:
 - a. Reasonable measures must be implemented to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and
 - b. A record must be kept of any vote or other action taken.

- E. The Canons of The Episcopal Church state “Any person accepting any office in this Church shall well and faithfully perform the duties of that office in accordance with the Constitution and Canons of this Church and of the Diocese in which the office is being exercised.” All members of the Vestry must sign an Oath of Office consistent with the aforementioned Canons in such form as determined by the Vestry, from time to time. Failure to provide a signed Oath of Office, upon request of the Rector, shall disqualify the person failing to so sign the Oath of Office from being a member of the Vestry and the Vestry position held by such person shall be vacant.

ARTICLE IV
Officers

- A. The PRESIDENT of the Corporation shall be the Rector of All Saints’ Episcopal Church. He shall be its chief executive and shall have general and active management of the corporate business and shall see that all orders and resolutions of the Vestry are carried into effect. The Rector shall be elected by the Vestry.
- B. The VICE PRESIDENT of the Corporation shall be the Senior Warden of All Saints’ Episcopal Church. He shall perform the duties and exercise the power of the President during the latter’s absence or disability. The Senior Warden shall be appointed by the Rector from among the elected members of the Vestry.
- C. The JUNIOR WARDEN of the Corporation shall be elected by the Vestry members from among the members of the Vestry. He shall have oversight of the property and facilities of the Corporation on behalf of the Vestry.
- D. The SECRETARY of the Corporation shall be the Clerk, elected by the Vestry members of All Saints’ Episcopal Church. The Clerk may or may not be a Vestry member. He shall attend all meetings of the Vestry and shall preserve in the books of the Corporation true minutes of the proceedings of all such meetings and shall give all notices required by statute, bylaw, or resolution. He will maintain and preserve the Bylaws and Standing Rules of the Corporation.
- E. The TREASURER of the Corporation shall be elected by the Vestry of All Saints’ Episcopal Church. The Treasurer may or may not be a Vestry member. He shall have custody of all church funds and securities and shall keep, in books belonging to the Church, full and accurate accounts of all receipts and disbursements. He shall deposit all monies, securities and other valuable effects of the Church in its name in such depositories as may be designated for that purpose by the Vestry. The books and records shall conform to the Manual of Accounting Principles and Reporting Practices of the Episcopal Church.

He shall disburse the funds of the Corporation only when and as ordered by the Vestry, taking proper vouchers for such disbursements, and he shall render to the Rector and Vestry at regular meetings of the Vestry, and whenever otherwise requested by them, an account of all his transactions as Treasurer and of the financial condition of the Corporation. He shall cause the books and records of the Corporation to be audited annually in accordance with the requirements of the General Convention Canons.

ARTICLE V
Execution of Instruments

- A. All checks, drafts and orders for payment of money shall be signed in the name of the Corporation and shall be countersigned by such officers or agents as the Vestry shall from time to time designate for that purpose.

- B. When the execution of any contract, conveyance or other instrument has been authorized by the Vestry without its having specified who shall be the executing officer, the Rector or the Senior Warden and the Secretary may execute the same in the name of and on behalf of the Corporation and may affix its corporate seal thereto. The Vestry shall have the power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Corporation.

ARTICLE VI
Membership

- A. Definitions:
 - (1) “Members of the Body of Christ,” that is Christ’s Church, are those who have been baptized in water in the Name of the Father, the Son, and the Holy Ghost.

 - (2) “Members of the Corporation” are those who are listed on the parish rolls as “members.” It is our custom to include as members of the parish those who may not yet be baptized such as newborn infants. Though not Members of the Body of Christ, they are certainly Members of the Corporation. Being a Member of the Corporation does not entitle one to seat, voice, or vote at the Annual Parish Meeting or any specially called meeting of the Corporation, nor does being a Member of the Corporation entitle one to hold office in the Corporation.

 - (3) “Qualified Voters” are those Members of the Corporation who are Confirmed Communicants in Good Standing and who are at least 16 years of age. Qualified Voters have seat, voice, and vote at the Annual Parish Meeting or any specially called meeting of the Corporation.

 - (4) “Communicants in Good Standing” are all Communicants of the parish who have been active in the parish and givers of record during the previous year.

 - (5) “Confirmed Communicants in Good Standing” are those who are Communicants in Good Standing who have received the sacrament of confirmation as indicated in the parish’s records.

B. Parish Meetings

An Annual Parish Meeting shall convene in the month of January each year and shall receive reports for the year ended the 31st of December immediately past, including the financial condition of the Corporation. Ten percent (10%) of the Qualified Voters in the parish shall constitute a quorum. The Rector, upon thirty (30) days prior written notice, may call special meetings of the members of the Corporation; an agenda shall be provided with such notice; and no matter shall be considered at such special meeting unless it appears on the agenda therefore. All meetings shall be conducted in accordance with the most recent revision of Robert's Rules of Order. Upon discretion of the Rector, some meetings may have only Qualified Voters in attendance.

ARTICLE VII
Indemnification

A. Persons. The Corporation shall indemnify to the extent provided in paragraphs B, C, or D of this Article:

- (1) Any person who is or was a Vestry member, officer, agent or employee of the Corporation; and
- (2) Any person who serves or served at the Corporation's request as a Vestry Member, officer, agent, employee, partner or trustee or another corporation, or of a partnership, joint venture, trust or other enterprise.

B. Extent in Derivative Suits. In case of a suit by or in the right of the Corporation against a person named in paragraph A by right of his or her holding a position named in paragraph A, the Corporation shall indemnify him, if he or she satisfies the standard in paragraph C, for expenses (including attorneys' fees, but excluding amounts paid in settlement) actually and reasonably incurred by him or her in connection with the defense or settlement of the suit.

C. Standard in Derivative Suit. In case of a suit by or in the right of the Corporation, a person named in paragraph B shall be indemnified only if:

- (1) He or she is successful on the merits or otherwise; or
- (2) He or she acted in good faith in the transaction which is the subject of the suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation. However, he or she shall not be indemnified in respect of any claim, issue or matter as to which he or she has been adjudged liable for negligence or misconduct in the performance of his or her duty to the Corporation unless (and only to the extent that) the court in which the suit was brought shall determine, upon application, that despite the adjudication, but in view of all the circumstances, he or she is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

- D. Extent in Non-Derivative Suits. In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the Corporation, together hereafter referred to as a non-derivative suit, against a person named in paragraph A by reason of his or her holding a position named in paragraph A, the Corporation shall indemnify him or her, if he or she satisfies the standard in paragraph E, for amounts actually and reasonably incurred by him or her in connection with the defense or settlement of a non-derivative suit as:
- (1) Expenses (including attorneys' fees);
 - (2) Amounts paid in settlement;
 - (3) Judgments; and
 - (4) Fines.
- E. Standard in Non-Derivative Suits. In case of a non-derivative suit, a person named in paragraph A shall be indemnified only if:
- (1) He or she is successful on the merits or otherwise; or
 - (2) He or she acted in good faith in the transaction which is the subject of the non-derivative suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, he or she had no reason to believe his or her conduct was unlawful. The termination of a non-derivative suit by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to satisfy the standard of this paragraph E(2).
- F. Determination That Standard Has Been Met. A determination that the standard of paragraph C or paragraph E has been satisfied may be made by a court. Or, except as stated in paragraph E(2), the determination may be made by:
- (1) a majority of the Vestry members (whether or not a quorum) who were not parties to the action, suit or proceeding; or
 - (2) independent legal counsel in a written opinion.
- G. Proration. Anyone making a determination under paragraph F may determine that a person has met the standard as to some matters but not as to others, and may reasonably prorate amounts to be indemnified.

- H. Advance Payment. The Corporation may pay in advance any expenses (including attorneys' fees) which may become subject to indemnification under paragraphs A through G, if:
 - (1) the Vestry authorizes the specific payment; and
 - (2) the person receiving the payment undertakes in writing to repay unless it is ultimately determined that he or she is entitled to indemnification by the Corporation under paragraph A through paragraph G.
- I. Non-Exclusive. The indemnification provided by this Article VII shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement or disinterested Vestry Members, or otherwise.
- J. Continuation. The indemnification and advance payment provided by paragraphs A through H shall continue as to a person who has ceased to hold a position named in paragraph A and shall inure to his or her heirs, executors and administrators.
- K. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who holds or who has held any position named in paragraph A against any liability incurred by him or her in any such position, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under paragraph A through H.
- L. Reports. Indemnification payments, advance payments and insurance payments made under paragraphs A through K shall be reported in writing to the Vestry with the next notice of annual meeting, or within six months, whichever is sooner.

ARTICLE VIII
Terminology

In accordance with the General Convention and Diocesan Canons, the masculine pronoun is used in these Bylaws to include the feminine pronoun.

ARTICLE IX
Amendment of Bylaws

These Bylaws may be amended or repealed by the affirmative vote of two-thirds of all the members of the Vestry at any regular meeting or special meeting called for that purpose. Any such amendment or amendments or repeal shall not be effective until submitted to the Qualified Voters of the Corporation for their ratification by a majority of such Qualified Voters present at the Annual Parish Meeting next succeeding the meeting or meetings in which they were adopted by the Vestry or at a special meeting of the Qualified Voters called pursuant to Article VI, paragraph B, of these Bylaws.

Any amendments, changes, or alterations made by the Qualified Voters at the Annual Parish Meeting or any specially called meeting must be ratified by an affirmative vote of two-thirds of the Vestry members at a regular or special meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry.

ARTICLE X
Standing Rules

Each Commission and Committee may create rules outlining the operation of said Commission or Committee. These Standing Rules may be amended, altered, changed, added to, or repealed by the affirmative vote of two-thirds of the Vestry members at a regular meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry.

ARTICLE XI
Property

All real and personal property held by or for the benefit of All Saints' Episcopal Church is held in trust for The Episcopal Church and the Diocese thereof in which the Church is located. The existence of this trust, however, shall in no way limit the power and authority of All Saints' Episcopal Church otherwise existing over such property so long as All Saints' Episcopal Church remains a part of, and subject to The Episcopal Church's General Convention Constitution and Canons.

ARTICLE XII
Commissions

- A. Commissions may be established or dissolved by the Vestry. The principal areas of parish activity are assigned to separate commissions, each chaired by a Communicant in Good Standing of the parish appointed by the Rector for one year. At least one member of the Vestry and other parishioners with interests in the areas overseen by each commission shall constitute the membership of the commission. All parish organizations, which are chartered by the Rector, are assigned to be under the auspices of the appropriate Commission. Each commission is responsible for planning, implementing and periodically reviewing its particular parts of the general program of the parish, including responsibility for submitting to the Finance Committee of the Vestry annual budget proposals for funding the program areas under its responsibility.
- B. The duties and composition of Commissions are set by the Vestry and may be changed by the Vestry from time to time.

ARTICLE XIII
Standing Committees

- A. Standing Committees will be established or dissolved as deemed necessary by the Vestry. Responsibilities for certain administrative areas of parish activity are assigned to these committees, with Chairman and membership as specified in the succeeding paragraphs. Each committee is responsible for planning, implementing and periodically reviewing its particular parts of the general program of the parish, including responsibility for submitting to the Finance Committee of the Vestry annual budget proposals for funding any program areas under its responsibility.
- B. Executive Committee
- (1) Duties. The Executive Committee shall meet as required and as appropriate to discuss matters pertinent to the life of All Saints' Episcopal Church and shall report to the Vestry at its regularly scheduled or special called meetings.
- (2) Composition. Membership on the Executive Committee includes the Senior Warden, Junior Warden, Treasurer, and Rector. The Executive Committee is chaired by the Rector. Other Communicants in Good Standing of the parish may be appointed to the committee by the Rector, at his discretion.
- C. Finance Committee
- (1) Duties. The Finance Committee shall review and present recommendations to the Vestry on the finances of the parish, including but not limited to drafting and monitoring the operating budget of the parish and overseeing the insurance, endowments, and investments of the parish. The Finance Committee may be divided into subcommittees such as Budget, Investment and Insurance, to ensure the effectiveness of each area of the committee's responsibilities.
- (2) Composition. Membership on the Finance Committee includes the Treasurer of the parish, who chairs the committee, the Senior Warden and the Rector, ex-officio, and at least one (1) additional member of the Vestry, appointed by the Treasurer. Other Communicants in Good Standing of the parish may be appointed to the committee by the Treasurer, at his discretion.
- D. Facilities Committee
- (1) Duties. The Facilities Committee shall review and present recommendations to the Vestry related to the physical plant and equipment of the parish. The Facilities Committee shall present to the Vestry any recommendations involving the acquisition, disposition or change of status of any properties or facilities of the parish.
- (2) Composition. The Facilities Committee is chaired by the Junior Warden, who shall appoint at least one (1) additional member of the Vestry. The Junior Warden may appoint other Communicants in Good Standing of the parish at his discretion.

E. Stewardship Committee

- (1) Duties. The Stewardship Committee shall oversee, coordinate and implement the stewardship program of the parish. To implement this program, the committee may be divided into subcommittees, such as Planning, Information, Arrangements and Commitment. The year-round stewardship program of the parish includes a long-range planning process as well as planning and executing the annual Stewardship drive.
- (2) Composition. The Rector shall appoint a Stewardship Chairman annually. The Chairman of the Stewardship Committee does not have to be a member of the Vestry but shall be responsible for communications between the Stewardship Committee and the Vestry. The chairman, at his discretion, may appoint other Communicants in Good Standing.

F. Nominating Committee

- (1) Duties. The Nominating Committee shall review and present to the Vestry candidates for election to vacancies of the Vestry and Delegates and Alternates to Diocesan Convention, to be filled by election at the Annual Parish Meeting.
- (2) Composition. The Nominating Committee shall be composed of all members of the Vestry except those who are eligible for a second term, and the Rector, ex-officio. The Senior Warden shall serve as Chairman of the committee and shall call any and all meetings. If the Senior Warden is eligible for a second term and desires to be nominated for such term, then the committee chair shall be elected by the committee.
- (3) Procedures.
 - a. The Nominating Committee shall solicit from the membership of the parish proposed names for nomination, on a form for that purpose. After verifying the canonical qualifications of each proposed nominee pursuant to Article III, paragraph A, the committee shall select from among them a double slate of candidates for each vacancy to be filled.
 - b. Nominations may be accepted “from the floor” in addition to those presented by the Nominating Committee, but they must be submitted in writing before the close of business on the last business day preceding the Annual Parish Meeting, so that their canonical qualifications pursuant to Article III, paragraph A may be verified.
 - c. Election to all positions on the Vestry to be filled shall be by plurality of those present and voting. The election of delegates and alternates to Diocesan Convention shall be by plurality of those present and voting; the requisite number of delegates’ positions shall be filled by those receiving the highest number of votes, and the alternates’ positions shall be filled in descending order of votes.

- (4) Oath of Office. The Canons of The Episcopal Church state “Any person accepting any office in this Church shall well and faithfully perform the duties of that office in accordance with the Constitution and Canons of this Church and of the Diocese in which the office is being exercised.” Each person being considered for any office of the parish or Corporation, including Vestry member, Delegates to conventions, or Alternate Delegates, will be required to sign an Oath of Office consistent with the aforementioned Canons in such form as determined by the Vestry. Failure to provide a signed Oath of Office upon request by the Nominating Committee will render the proposed candidate ineligible for office.
- (5) Policies. To guide the selection of candidates for office, the Nominating Committee will adhere to the then current written polices adopted by the Vestry on confidentiality, Conflict of Interest, Nepotism and such other policies as needed from time to time.

G. Personnel Committee

- (1) Duties. The Personnel Committee shall review and present recommendations to the Vestry and the Rector on the staffing needs of the parish, subject to the canonical requirement that all members of the staff, lay or ordained, serve at the discretion and direction of the Rector. The Personnel Committee shall review and present recommendations to the Vestry and Rector on personnel policies and procedures, compensation, benefits and all other appropriate aspects of the support and evaluation of the staff of the parish and present appropriate funding recommendations to the Finance Committee.
- (2) Composition. Membership on the Personnel Committee includes the Senior Warden, the Rector, as Chairman, and at least three additional members of the Vestry appointed by the Rector. Other Communicants in Good Standing of the parish may be appointed to the committee by the Rector, at his discretion.

ARTICLE XIV

All Saints’ Episcopal School Board of Trustees

- A. All Saints’ Episcopal School of Fort Worth is a Texas non-profit corporation (the “Corporation” or “School”) and shall be operated as an Episcopal school which shall always recognize and accede to the Constitution and Canons of the Episcopal Diocese of Fort Worth (or that diocese of The Episcopal Church in which the School resides) and the Constitution and Canons of The Episcopal Church. The sole member and sponsor of the Corporation shall always be All Saints’ Episcopal Church, Fort Worth.
- B. The School’s Board of Trustees shall formulate such policies as will enable the School to fulfill its Episcopal Identity and Mission Statement as identified and incorporated in the School’s Bylaws. The School’s Board shall have general charge and control of affairs, funds, and property of the School as delegated to it by the Vestry of All Saints’ Episcopal Church.

- C. The School's Board of Trustees shall be composed of two classes of trustees—the Episcopal Class and the General Class. The Rector shall recommend to the School's Committee on Trustees, his candidates for the Episcopal Class members to serve on the Executive Committee and the Committee on Trustees.
- D. The member of the Episcopal Class who serves on the Committee on Trustees may, from time to time, and shall when requested by the Rector and Vestry, provide the Rector and Vestry a report on the School including information on the School's implementation of its Episcopal Identity, Mission and religious studies.
- E. The Rector, in consultation with the Vestry, shall compose a list of acceptable candidates to be considered by the Committee on Trustees in preparing its recommendations to the Vestry for candidates to fill vacancies in the Episcopal Class.
- F. As the sole Member of the Corporation, All Saints' Episcopal Church reserves to itself the following rights:
 - (1) affirm the slate of candidates recommended by the Committee on Trustees to fill any vacancies on the School's Board of Trustees;
 - (2) upon recommendation by the School's Board of Trustees, the merger, dissolution or consolidation of the Corporation;
 - (3) the amendment of the Certificate of Formation; and
 - (4) upon recommendation of the School's Board of Trustees, any proposed changes to the School's Episcopal Identity and/or Mission of the School.
- G. The Rector of All Saints' Episcopal Church will always be a voting, ex-officio member of the School's Board of Trustees and of the School's Executive Committee and Committee on Trustees.
- H. The Chapel of the School is a chapel of All Saints' Episcopal Church and as such is under the authority of the Rector of All Saints' Episcopal Church who shall, in conjunction with the School's chaplains, promulgate the Chapel's customaries.
- I. The clergy of the School must always be priests (in good standing) of The Episcopal Church.
- J. Any activity on the School's campus which relates to spiritual formation is only to be approved in consultation with the Rector of All Saints' Episcopal Church.

ARTICLE XV
Borrowing

- A. Internal Borrowing. There shall be no borrowing from any internal fund of All Saints' Episcopal Church.

- B. External Borrowing. External borrowing for operations must be approved by two-thirds of the Vestry at a regular or specially called meeting. The approved budget for any calendar year must include provision for repayment of any external debt. Total External Borrowing of All Saints' Episcopal Church shall never be more than five percent (5%) of the previous year's Operating Receipts. However, external borrowing for Capital Items may exceed five percent (5%) with approval of at least seventy-five percent (75%) of the Vestry at a regular meeting of the Vestry, provided notice thereof has been given at a preceding regular or special meeting of the Vestry. Any motion entertained by the Vestry for borrowing of money shall include a detailed and appropriate plan for the repayment of same.

ARTICLE XVI
Conflict of Interest

No member of the Vestry shall participate in any discussion or vote on any matter in which he or she or a member of his or her immediate family has potential conflict of interest due to having material economic involvement regarding the matter being discussed. When such a situation presents itself, the Vestry member must announce his or her potential conflict, disqualify himself or herself, and be excused from the meeting until discussion is over on the matter involved. The Rector or Senior Warden is expected to make inquiry if such conflict appears to exist and the Vestry member has not made it known.

ARTICLE XVII
Nepotism

- A. Definitions
 - (1) "Nepotism" for the purpose of this Article shall be defined as the showing of favoritism to an employee or candidate for employment based on the existence of a relationship as a relative or immediate family member of a Vestry member or clergy.
 - (2) For the purpose of this policy, "relative" shall be defined as an individual's spouse, or the parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother or half-sister, of the individual or of the individual's spouse, whether the relative is related to the individual or the individual's spouse by blood, marriage or adoption.
 - (3) "Immediate family" shall be defined as Vestry member or clergy, their spouse, child, parent or sibling residing in the same household whether related by blood, marriage or adoption.

- B. Employment/Promotion of Relative. The Corporation in order to avoid both the reality and the appearance of conflict of interest in employment, will not appoint a relative of a Vestry member or of the clergy to any employment position. The Rector shall not recommend to the Vestry any relative of a Vestry member or of the clergy, unless the person is subject to the exception below. Nor shall any person be considered for employment in any position in which he would come under the direct or indirect supervision of any relative.

- C. Exceptions. A relative of a Vestry member or clergy may be employed by the Corporation provided that the Corporation has obtained the approval from the Vestry.

THE ABOVE AND FOREGOING BY-LAWS OF ALL SAINTS' EPISCOPAL CHURCH, FORT WORTH, TEXAS, WERE APPROVED, AS AMENDED, AT THE 65th ANNUAL PARISH MEETING OF ALL SAINTS' EPISCOPAL CHURCH, DULY CONVENED ON THE 29th DAY OF JANUARY A.D. 2012, AND WITNESSED BY THE SENIOR WARDEN AND CLERK OF THE VESTRY AS SHOWN BY THEIR SIGNATURES BELOW.

J. Trace Worrell, M.D., Senior Warden

Kathryn Pollard, Clerk of the Vestry

EXHIBIT D-10

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



John B. Scott
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

ALL SAINTS EPISCOPAL CHURCH
Filing Number: 11436401

Articles of Incorporation	March 30, 1953
Report Notice	July 31, 1963
Nonprofit Periodic Report	November 01, 1963
Nonprofit Periodic Report	March 07, 1985
Report Notice	December 06, 2004
Nonprofit Periodic Report	December 27, 2004
Report Notice	September 25, 2012
Nonprofit Periodic Report	October 15, 2012

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 10, 2021.



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <https://www.sos.texas.gov/>

Fax: (512) 463-5709
TID: 10266

Dial: 7-1-1 for Relay Services
Document: 1093124730004

3 0 9 1 5 8 0 3 4 2 0

VESTRY - CONTINUED

NAME	OFFICE	ADDRESS
David Bell	Vestryman	3616 Encanto Ft. Worth, Tx 76109
James Blanton	Vestryman	3520 Dorothy Ln.N. Ft. Worth, Tx 76107
Frank P.Greenhaw,III	Vestryman	3912 Potomac Ft. Worth, Tx 76107
Frederick Johnson	Vestryman	7032 River Port Rd. Ft. Worth, Tx 76116
Allen S. Kent	Vestryman	1709 Dakar Rd. Ft. Worth, Tx 76116
Lucile McLean	Vestryperson	3824 Tulsa Way Ft. Worth, Tx 76107
Bob Miller	Vestryman	3613 Hamilton Ft. Worth, Tx 76107
Warren Rimbey	Vestryman	6213 Curzon Ft. Worth,Tx 76116
Frank Sherwood	Vestryman	6224 Juneau Rd. Ft. Worth, Tx 76116
Terrell Small	Vestryman	309 Virginia Pl. Ft. Worth, Tx 76107
Jane Washburn	Vestryperson	4216 Stonedale Rd. Ft. Worth, Tx 76116
Henry Kerry	Chancellor	4624 Harley Ft. Worth, Tx 76107

Approved & filed in the office
of the Secretary of State
This 21st day of March 2022
Kevin B. Taylor Jr.
Ass't Secy of State

THE STATE OF TEXAS |
 |
COUNTY OF TARRANT |

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, all of whom are residents and citizens of the State of Texas, County of Tarrant, do hereby associate ourselves together for the purpose of forming a religious corporation under and by virtue of the laws of the State of Texas, as follows:

I.

The name of this corporation shall be "All Saints Episcopal Church."

II.

The purpose for which the corporation is formed is religious; that is to say, to associate ourselves together for the purpose of maintaining the worship of God and the preaching of the Gospel according to the doctrine, discipline and worship of the Protestant Episcopal Church in the United States of America in conformity with the Constitution and Canons of its General Convention and of the Diocese of Dallas, and to have all the powers and privileges and to be subject to all the restrictions contained in Title 32, Chapter 9, of the Revised Civil Statutes of the State of Texas.

III.

The place where the business of the corporation is to be transacted is Fort Worth, Tarrant County, Texas, and elsewhere within the State of Texas, and the principal office of the corporation shall be located at Fort Worth, Texas.

IV.

The term for which the corporation is to exist is fifty years.

V.

The number of Directors shall be determined by the By-laws of the corporation and shall be subject to change from time to time as the Bylaws may be amended. The number of Directors shall never be less than three nor more than fifteen and shall be some multiple of three. The initial number of Directors, which shall continue to be the number of Directors until the initial Bylaws in that respect are amended, shall be twelve, and the names and residences of those who are appointees for the first year are as follows:

<u>Name</u>	<u>Residence</u>
<u>1. Malcolm Stewart</u>	<u>1408 Washington Terrace, Fort Worth, Texas</u>
<u>2. Howard E. Carpender</u>	<u>6156 Malvey Court, Fort Worth, Texas</u>
<u>3. Geo. C. McIlheran</u>	<u>4709 Crestline Road, Fort Worth, Texas</u>
<u>4. H. B. Richards</u>	<u>6429 Greenway, Fort Worth, Texas</u>
<u>5. R. M. Doby</u>	<u>3613 White Settlement Road, Fort Worth, Texas</u>
<u>6. Richard F. Martin</u>	<u>3717 Hamilton Drive, Fort Worth, Texas</u>
<u>7. C. F. Bedford</u>	<u>7 Westover Road, Fort Worth, Texas</u>
<u>8. Harold S. Gish</u>	<u>24 Valley Ridge Road, Fort Worth, Texas</u>
<u>9. R. B. Moncrief</u>	<u>417 North Bailey, Fort Worth, Texas</u>
<u>10. Robt. C. Matteson</u>	<u>4124 Lovell, Fort Worth, Texas</u>
<u>11. H. L. McGurk</u>	<u>Route 5, Fort Worth, Texas</u>
<u>12. Ray F. Holmes</u>	<u>4800 Westridge, Fort Worth, Texas</u>

all of the above named persons being residents of Tarrant County, Texas.

VI.

The value of the goods, chattels, rights and credits owned by the corporation is estimated at \$ 1,000.00.

The corporation is, and is to continue to be, without capital stock and has no intention of having capital stock. The members of the corporation shall be those who, from time to time,

are the Communicants of All Saints Episcopal Church of Fort Worth, Tarrant County, Texas, according to its Communicant Rolls. An Annual Meeting of the members of the corporation shall be held in accordance with the provisions of the Canons of the Diocese of Dallas governing Annual Parish Meetings.

In Testimony Whereof, we hereunto sign our names at Fort Worth, Tarrant County, Texas, this 26th day of Feb, 1953.

Malcolm Stewart
Howard E. Carpenter
Geo. C. McIlheran
H. B. Richards
R. M. Doby
Richard F. Martin
C. F. Bedford
Harold S. Gish
R. B. Moncrief
Robert C. Matteson
Ray F. Holmes

THE STATE OF TEXAS)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Malcolm Stewart, Howard E. Carpenter, Geo. C. McIlheran, H. B. Richards, R. M. Doby, Richard F. Martin, C. F. Bedford, Harold S. Gish, R. B. Moncrief, Robert C. Matteson, H. L. McGurk, and Ray F. Holmes, known to me to be the persons whose names are subscribed to the foregoing instrument, and also known to me to be citizens of the State of Texas, and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF I hereunto, subscribe my name and affix the seal of my office this the 26th day of February, 1952.



Charles L. Stephens
Charles L. Stephens
Notary Public in and for
Tarrant County, Texas



The State of Texas
Secretary of State

I, ~~Howard Garney~~, Secretary of State, of the State of Texas, do hereby certify that the foregoing is a true and correct copy of the charter of

A

ALL SAINTS EPISCOPAL CHURCH

with the endorsement thereon, as the same now appears of record in this Department.

Dated, signed, and sealed at Austin, Texas this

30th day of ~~March~~, A. D. 1953.

Howard Garney
Secretary of State.

874-1252-10M

July 31, 1963

All Saints Episcopal Church
1406 Washington Terrace
Ft. Worth, Texas

Re:

All Saints Episcopal Church
Dear Sir:

You are hereby notified that Article 9.01, Texas Non-Profit Corporation Act, requires non-profit corporations to file the attached report with the Secretary of State. The filing fee for this instrument is \$5.00.

The corporation should return one copy of the report to the Secretary of State and retain the other copy for its permanent records.

Failure to file this report within 30 days from the above date will result in the forfeiture of the corporation's right to conduct affairs in the State of Texas. After 120 days, the Secretary of State is required by Article 2.02, Texas Non-Profit Corporation Act, to certify such forfeiture to the Attorney General, who shall bring suit to dissolve the corporation or revoke its Certificate of Authority.

If we can be of further service at any time, please do not hesitate to call upon us.

Sincerely yours,


CRAWFORD C. MARTIN
Secretary of State

CCM:jag
Enc.

REPORT OF

ALL SAINTS' EPISCOPAL CHURCH OF FORT WORTH, TEXAS
(A Non-Profit Corporation)

Handwritten: No. 111
Stamp: Jan 11 1963

TO THE SECRETARY OF STATE
OF THE STATE OF TEXAS:

Pursuant to the provisions of Article 9.01 of the Texas Non-Profit Corporation Act, the undersigned corporation hereby files its report setting forth:

1. The name of the corporation is ALL SAINTS' EPISCOPAL CHURCH
2. It is incorporated under the laws of TEXAS
3. The street address of the registered office of the corporation in the State of Texas is 5001 CRESTLINE ROAD, FORT WORTH 7, TEXAS
4. The name of its registered agent at such address is E. A. SCHUBBART
5. Such designation of registered office and appointment of registered agent was authorized by resolution duly adopted by its board of directors.
6. If a foreign corporation, the street address of its principal office in the State or country under the laws of which it is incorporated is:

7. The names and respective addresses of its directors (or trustees, etc.) and officers are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
<u>Dr. James E. McGill, Jr.</u>	<u>President/ and Director</u>	<u>6725 Drury Lane, Fort Worth, Texas</u>
<u>Eugene J. Dugan</u>	<u>Vice-President/ and Director</u>	<u>6305 Genoa Road, Fort Worth, Texas</u>
<u>John L. Keffer</u>	<u>Secretary</u>	<u>1824 Minthrop West, Fort Worth, Texas</u>
<u>George Thompson, III</u>	<u>Treasurer/ and Director</u>	<u>1801 Catalina Drive, Fort Worth, Texas</u>

8. The foregoing information is given as of the date of the execution of this report:

Dated September 19, , 1963 .

All Saints' Episcopal Church of Fort Worth, Texas
Name of Corporation

By *James E. McGill, Jr.*
Its President
(Authorized Officer)

STATE OF TEXAS

COUNTY OF TARRANT

I, E. A. SCHUBBART, a Notary Public, do hereby certify that on this 10th day of September, 1963, personally appeared before me Dr. James E. McGill, Jr., and, after being duly sworn by me, declared that he signed the foregoing document as the President of the ALL SAINTS' EPISCOPAL CHURCH OF FORT WORTH, TEXAS Corporation, that the same was the act of such corporation, that he was duly authorized to execute the same on behalf of such corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

E. A. Schubbart
E. A. SCHUBBART

Notary Public in and for

TARRANT County TEXAS

00015003425

WYNN A. MCDONALD
SECRETARY OF STATE

CHARTER NO. 114364-1
ARTICLE 9.01, T.N.P.C.A. REPORT
FILING FEE \$5.00

PURSUANT TO THE PROVISIONS OF ARTICLE 9.01 OF THE TEXAS NON-PROFIT CORPORATION ACT, THE UNDERSIGNED CORPORATION HEREBY FILES ITS REPORT SETTING FORTH:

FILED
In the Office of the
Secretary of State of Texas
MAR 07 1985
Clerk I M
Corporations Section

1. THE NAME OF THE CORPORATION IS:

ALL SAINTS EPISCOPAL CHURCH

2. IT IS INCORPORATED UNDER THE LAWS OF: TX

3. THE STREET ADDRESS OF THE REGISTERED OFFICE OF THE CORPORATION IN THE STATE OF TEXAS IS: 5001 CRESTLINE RD, FORT WORTH TX

4. ITS REGISTERED AGENT AT SUCH ADDRESS IS: ~~E. A. SCHUMMANN~~ R. P. FORY

5. IF A FOREIGN CORPORATION, THE STREET ADDRESS OF ITS PRINCIPAL OFFICE IN THE STATE OR COUNTRY UNDER THE LAWS OF WHICH IT IS INCORPORATED IS:

6. THE NAMES AND RESPECTIVE ADDRESSES OF ITS DIRECTORS (OR TRUSTEES, ETC.) AND OFFICERS ARE:

NAME	OFFICE	ADDRESS
<u>WILLIAM A CRAZY JR</u>	<u>RECTOR</u>	<u>5003 DEXTER FT WORTH TX 76107</u>
<u>CHARLES R LUNDELINUS</u>	<u>SENIOR WARDEN</u>	<u>2200 INDIAN CREEK DRIVE FT WORTH TX 76107</u>
<u>CATHERINE T SMITH</u>	<u>TREASURER</u>	<u>4620 ALTA DR FT WORTH TX 76107</u>
<u>H. B. RICHARDS</u>	<u>JUNIOR WARDEN</u>	<u>3909 KINCAID FT WORTH TX 76116</u>

(CONTINUED ON ATTACHED LIST)

7. THE FOREGOING INFORMATION IS GIVEN AS OF THE DATE OF THE EXECUTION OF THIS REPORT:

DATED 3/1, 19 85

ALL SAINTS EPISCOPAL CHURCH
NAME OF CORPORATION
BY [Signature]
ITS BUSINESS MANAGER
(AUTHORIZED OFFICER)

STATE OF Texas COUNTY OF Tarrant
BEFORE ME, A NOTARY PUBLIC, ON THIS DATE PERSONALLY APPEARED

B. C. Eery, BEING BY ME FIRST DULY SWORN, DECLARED THE SAME WAS THE ACT OF SUCH CORPORATION, THAT (S)HE WAS DULY AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF SUCH CORPORATION, AND THAT THE STATEMENTS THEREIN CONTAINED ARE TRUE AND CORRECT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

DATE 3/1/85

[Signature] MY COMMISSION EXPIRES 12/23 19 85

NOTARY PUBLIC, STATE OF Texas

NOTE: ALL ITEMS MUST BE COMPLETED. MAKE CHANGES TO ITEMS 3 AND 4 AS NECESSARY. RETURN TO SECRETARY OF STATE, CORPORATIONS SECTION, P.O. BOX 13697, AUSTIN, TEXAS 78711-3697 WITH \$5.00 FEE.

Reports Unit
P.O. Box 12028
Austin, Texas 78711-2028



Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

December 06, 2004

R P Fory
ALL SAINTS EPISCOPAL CHURCH
5001 CRESTLINE RD
FORT WORTH, TX

RE: ALL SAINTS EPISCOPAL CHURCH
File Number: **11436401**

Dear Registered Agent:

Article 1396-9.01 of the Texas Non-Profit Corporation Act requires corporations to file periodic reports with the Secretary of State not more than once every four years. You are hereby notified that the referenced non-profit corporation is required to file the report at this time. This report should be completed and submitted to the Secretary of State for filing within thirty (30) days of this notice. Failure to file this report when due will result in the forfeiture of the corporation's right to conduct affairs in the state of Texas and could ultimately result in the involuntary dissolution of a Texas corporation or revocation of the certificate of authority of a foreign corporation.

One copy of the required periodic report is enclosed. Please mark any necessary changes to the preprinted information. Please note that a document on file with the secretary of state is a public record that is subject to public access and disclosure. The non-profit corporation should submit the report to the Secretary of State at the address on the enclosed form, along with the filing fee of \$5.00. **Please make a copy of this report prior to mailing and retain for the non-profit corporation's records.**

If you have any questions regarding this report, please feel free to contact the Reports Unit at 512-475-2705.

Sincerely,

Reports Unit
Business and Public Filings Division

Enclosure
User ID: System

Phone: 512-475-2705

Come visit us on the Internet @ <http://www.sos.state.tx.us/>
Fax: 512-463-1425

TTY: 7-1-1

Reports Unit
P O Box 12028
Austin, Texas 78711-2028



Geoffrey S Connor
Secretary of State

Office of the Secretary of State

ARTICLE 1396-9.01 REPORT

Page 1 of 2

File Number 11436401
Filing Fee See Instructions

- 1 The corporation name is
ALL SAINTS EPISCOPAL CHURCH
- 2 It is incorporated under the laws of (set forth state or foreign country)
Texas
- 3 The address of its registered office in Texas is (include street or building address, city, and zip code)
**5001 CRESTLINE RD,
FORT WORTH, TX**

(Make changes here)

- 4 The name of the registered agent at such address is
~~R P Forry~~
(Make changes here)
Lynne M Waltman
- 5 If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is (include street or building address, city, and zip code)

(Make changes here)

- 6 The names and addresses of all directors of the corporation are (A Texas corporation must have at least 3 directors)
(If space provided is not sufficient to list all directors, then include the additional information as an attachment to this form)

<u>Name</u>	<u>Address</u>	<u>City/ State/Zip</u>
The Rev C.N Jambar	5003 Dexter Ave	Fort Worth, TX 76107
Mr. Edwin Ferree	4017 Winding Way	Fort Worth, TX 76126
Dr. Constance Lefler	1108 Montego Rd	Fort Worth, TX 76116
Mr. Richard Varnell	4012 Edgemoor Rd	Fort Worth, TX 76116

Come visit us on the Internet @ <http://www.sos.state.tx.us/>

Phone 512-475-2705

FAX 512-463-1425

TTY 7-1-1

1 2 3 4 5 6 7 8 9 10 11 12

1396-9 01 Report
File Number 11436401
Page 2 of 2

7 The names and addresses of all officers of the corporation are (A Texas corporation must include a president and a secretary and the same person cannot hold both offices)

(If space provided is not sufficient to list all officers, then include the additional information as an attachment to this form)

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>City/State/Zip</u>
The Rev C.N Jambor	Rector	5003 Dexter Ave	Fort Worth TX 76107
The Rev D A Madison	Secretary	5005 Dexter Ave	Fort Worth TX 76107

Execution:

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument

Dated 11/23/04



Signature of authorized officer



Title of person signing as authorized officer

INSTRUCTIONS: This report should be completed within 30 days of this notice All items must be completed Please make any necessary changes to the preprinted information by typing or printing the new information in the appropriate area or by including the additional information as an attachment to this form Non-profit corporations are required to have a minimum of 3 directors The officers of a non-profit corporation shall consist of, at least, a president and secretary, and such other officers as the corporation determines are necessary The offices of the president and secretary may not be held by the same person Please note that a document on file with the secretary of state is a public record that is subject to public access and disclosure The periodic report must be signed on behalf of the corporation by an officer Return the completed report and \$5 00 filing fee to Secretary of State, Reports Unit, P O Box 12028, Austin, Texas 78711-2028

Reports Unit
P.O. Box 12028
Austin, Texas 78711-2028



Hope Andrade
Secretary of State

Office of the Secretary of State

September 25, 2012

Lynn M. Waltman
ALL SAINTS EPISCOPAL CHURCH
5001 CRESTLINE RD
Fort Worth, TX

Nonprofit Periodic Report – First Notification Letter

Re: ALL SAINTS EPISCOPAL CHURCH
File Number: 11436401

Dear Registered Agent:

A nonprofit corporation is required by law to file a periodic report with the Secretary of State not more than once every four years. You are hereby notified that the above referenced nonprofit corporation is required to file the periodic report at this time. This periodic report should be completed and received by this office on or before **October 25, 2012**.

One copy of the required periodic report is enclosed. Make any necessary changes to the preprinted information by typing or printing the new information in the area provided. Submit the periodic report in duplicate, along with payment of the required filing fee of \$5, made payable to the **Secretary of State**, to the mailing address on the report form. Upon filing the document, the secretary of state will return the appropriate evidence of filing to the submitter together with a file-stamped copy of the document, if a duplicate copy was provided as instructed.

Failure to file the periodic report when due will result, after notice, in the forfeiture of the corporation's right to conduct affairs in the state of Texas and could ultimately result, after notice, in the involuntary termination of the domestic corporation or the revocation of the registration of the foreign corporation.

For your convenience, you may file online through SOSDirect using your existing client account or if you do not have an established client account, you can file via **FAST TRACK** (see enclosed colored insert for login information). SOSDirect is located at: <http://www.sos.state.tx.us/corp/sosda/index.shtml>

If you have any questions about filing the periodic report or require assistance filing online using SOSDirect, please call 512-475-2705 or e-mail: ReportsUnit@sos.state.tx.us

Sincerely,
Reports Unit
Business and Public Filings Division

Enclosure

Reports Unit
P.O. Box 12028
Austin, Texas 78711-2028



Hope Andrade
Secretary of State

Office of the Secretary of State
PERIODIC REPORT - NONPROFIT CORPORATION

File Number: 11436401
Filing Fee: \$5

Page 1 of 2

1. The name of the corporation is: *(A name change requires an amendment; see Instructions)*
ALL SAINTS EPISCOPAL CHURCH

2. It is incorporated under the laws of: *(Set forth state or foreign country)*
Texas

3. The name of the registered agent is:
Lynn M. Waltman
(Make changes here-cannot be entity named above):

Lynne M. Waltman

4. The registered office address, which is identical to the business address of the registered agent in Texas, is:

**5001 CRESTLINE RD
Fort Worth, TX**

(Make changes here-only use street or building address; see Instructions).

5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is:

(Make changes here-only use street or building address; see Instructions).

6. The names and addresses of all directors of the corporation are: *(A minimum of three directors is required.)* *see attachment*

(If additional space is needed, include the information as an attachment to this form for item 6.)

<u>Name</u>	<u>Address</u>	<u>City/ State/Zip</u>
C. N. Jambor	5003 Dexter Ave.	Fort Worth, TX 76107
Edwin Ferree	4017 Winding Way	Fort Worth, TX 76126
Constance Lefler	1108 Montego Rd.	Fort Worth, TX 76116
Richard Varnell	4012 Edgehill Rd.	Fort Worth, TX 76116

FILED
In the Office of the
Secretary of State of Texas
OCT 15 2012
Corporations Section

RECEIVED
SECRETARY OF STATE
OCT 15 2012
CLK 64
AUSTIN, TEXAS

7. The names, addresses, and titles of all officers of the corporation are: (The offices of president and secretary must be filled, but both may not be held by the same officer.)

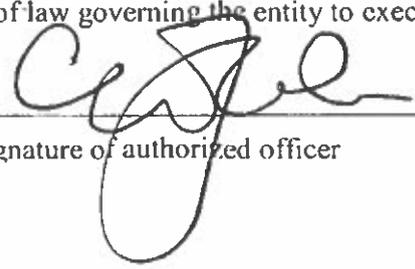
(If additional space is needed, include the information as an attachment to this form for item 7.) *see attachment*

<u>Name</u>	<u>Address</u>	<u>City/State/Zip</u>	<u>Title</u>
C. N. Jambor	5003 Dexter Ave.	Fort Worth, TX 76107	Rector
D. A. Madison	5005 Dexter Ave.	Fort Worth, TX 76107	Secretary

Execution:

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 10/12/12



Signature of authorized officer

To the Office of the Secretary of State (Texas)

Periodic Report – Nonprofit Corporation

File Number: 11436401

Item 6. The names and addresses of all directors of the corporation are:

Name	Address	City/State/ZIP
C. N. Jambor	1805 Malibar Rd	Fort Worth, TX 76107
J. Trace Worrell	1101 Pebble Creek Rd.	Fort Worth, TX 76107
Elvin W. Lawson	3105 Fairfield Av	Fort Worth, TX 76116
Richard R. Varnell	4012 Edgehill Rd.	Fort Worth, TX 76116

Item 7. The names, address, and title of all officers of the corporation are:

Name	Address	City/State/ZIP	Title
C. N. Jambor	1805 Malibar Rd	Fort Worth, TX 76107	Rector
Kathryn Pollard	411 Hazelwood Dr	Fort Worth, TX 76107	Secretary

EXHIBIT D-11

7-12-1995 11:36AM FROM BRETT RITTER 9842673769 P.02 P.2

13

Rattikin Title GF# AH-95C12382-JHS/mm
AFTER RECORDING RETURN TO:
ALL SAINTS EPISCOPAL CHURCH
5001 Crestline Rd.
Fort Worth, Texas 76107

WARRANTY DEED WITH VENDOR'S LIEN

Date: JULY 10, 1995

Grantor: J. R. "TREY" LAIRD, III and KIM LAIRD
Grantor's Mailing Address (including county): 2606 Cockrell, Fort Worth, Tarrant
County, Texas 76109

Grantee: ALL SAINTS EPISCOPAL CHURCH
Grantee's Mailing Address (including county): 5001 Crestline Road, Fort Worth, Texas
76107

Consideration:
TEN AND NO/100 DOLLARS (\$10.00) cash and MARVIN M. McKEE, at Grantee's
request, has paid in cash to Grantor that portion of the purchase price of the property that is
evidenced by note dated JULY 10, 1995, that is in the principal amount of SIXTY
THOUSAND AND NO/100 DOLLARS (\$60,000.00) and is executed by Grantee, payable to
the order of MARVIN M. McKEE. The note is secured by a vendor's lien retained in favor
of MARVIN M. McKEE in this deed and by deed of trust dated JULY 10, 1995, from
Grantee to JAMES M. McKEE, Trustee.

Property (including any improvements):

Lots 1 and 2, Block 26, CHAMBERLIN ARLINGTON HEIGHTS FIRST FILING
ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in
Volume 63, Page 21, Deed Records, Tarrant County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

This Deed is executed by Grantor and accepted by Grantee subject to all validly existing and
enforceable rights, interests, estates, restrictions, easements and liability for standby fees and
taxes in connection with those matters described on Exhibit "A" attached to this Deed and
incorporated by reference (the "Encumbrances").

Grantor, for the consideration and subject to the reservations from and exceptions to
conveyance and warranty, grants, sells, and conveys to Grantee the property, together with
all and singular the rights and appurtenances thereto in any wise belonging, to have and hold
it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.
Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to
warrant and forever defend all and singular the property to Grantee and Grantee's heirs,
executors, administrators, successors, and assigns against every person whomsoever lawfully
claiming or to claim the same or any part thereof, except as to the reservations from and
exceptions to conveyance and warranty.

The vendor's lien and superior title to the property are retained for the benefit of
MARVIN M. McKEE and are transferred to that party without recourse on Grantor.

a:rainbolt.ndv/m51

12026 2096

12026 2096

BRETT RITTER

9842673769

P. 03

7-12-1995 11:39AM

FROM

P. 3

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

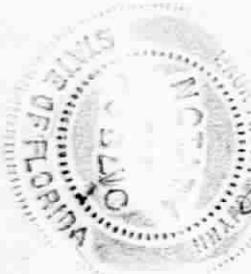
When the context requires, singular nouns and pronouns include the plural.

J.R. "Trey" Laird III
J.R. "TREY" LAIRD, III

Kim Laird
KIM LAIRD

The State of Florida
County of Walton

This instrument was acknowledged before me on the 12th day of JULY, 1995 by J. R. "TREY" LAIRD, III.



Laurie P. Guyton
Notary Public, State of Florida

Notary's name, printed:
Laurie P. Guyton
My commission expires: Nov 18, 1995

The State of Florida
County of Walton

This instrument was acknowledged before me on the 13th day of JULY, 1995, by KIM LAIRD.



Laurie P. Guyton
Notary Public, State of Florida

Notary's name, printed:
Laurie P. Guyton
My commission expires: Nov 18, 1995

NOTARY/SIGNATURE IN BLUE
INK MAY NOT BE LEGIBLE

airinbolt.wdv/m31

12026 2097

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BRETT RITTER

9842673769

P. 04

7-12-1995 11:40AM FROM

P. 4

Exhibit "A"

Encumbrances

1. Any law or government regulation, including existing building and zoning ordinances.
2. The restrictive covenants recorded in Volume 1959, Page 239, Deed Records of Tarrant County, Texas.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, protrusions, or any overlapping of improvements.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities;
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans; or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government; or
 - c. to filled-in lands, or artificial islands; or
 - d. to statutory water rights, including riparian rights; or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes, and assessments by any taxing authority for the year 1995 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
6. The following matters as shown on the survey dated 4/13/95, by CONNER STEVENS Registered Professional Land Surveyor, No. 1983.
 1. Discrepancy between location of fence and East and South property line.

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Record and return to:

~~XXXXXX~~ Becky Revels
All Saints Episcopal Church
5001 Crestline Road
Fort Worth, Texas 76107

12026 2099

D195118822
ALL SAINTS EPISCOPAL CHURCH
5001 CRESTLINE RD
FT WORTH, TX 76107

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -- D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : R A T T I K I N T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
195233539	DR93	T003957	07/13/95	14:58

	INSTRUMENT FECD	INDEXED	TIME	
1	D195118822 WD	950713	14:58	CK 18901

T O T A L : D O C U M E N T S : 0 1 F E E S : 1 3 . 0 0

B Y: _____



ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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EXHIBIT D-12

**WARRANTY DEED WITH
VENDOR'S LIEN**

Date: August 20, 1997

Grantor: ELSIE LARD, A SINGLE PERSON

Grantor's Mailing Address (including county): P.O. BOX "L", LEAKEY, TEXAS 78873

Grantee: ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT CORPORATION

Grantee's Mailing Address (including county): 5001 CRESTLINE ROAD, FORT WORTH,
TARRANT COUNTY, TEXAS 76107

Consideration: TEN AND NO/100-----(\$10.00)-----DOLLARS and a Note of even date that is in the principal amount of \$118,000.00, and is executed by Grantee, payable to the order of ELSIE LARD, Grantor herein. The Note is secured by a Vendor's Lien retained in favor of Grantor in this Deed and by a Deed of Trust of even date from Grantee to DUDLEY BEADLES, TRUSTEE.

Property (including any improvements):

THE WEST 90 FEET OF LOT A, BLOCK 25, CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1348, PAGE 305, DEED RECORDS, TARRANT COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictions recorded in Volume 1358, Page 606, Deed Records, Tarrant County, Texas.

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

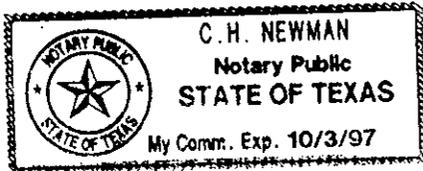
When the context requires, singular nouns and pronouns include the plural.

Elsie Lard
ELSIE LARD

(Acknowledgement)

THE STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 20th day of August, 1997, by ELSIE LARD.



C. H. Newman
Notary Public, State of Texas
Notary's Name (printed):
Notary's commission expires:

PREPARED IN THE LAW OFFICE OF:
BEADLES, NEWMAN & LAWLER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
3500 HULEN STREET
FORT WORTH, TEXAS 76107

AFTER RECORDING RETURN TO:
ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT CORPORATION
5001 CRESTLINE ROAD
FORT WORTH, TEXAS 76107

D197153367
ALL SAINTS EPISCOPAL CHURCH
5001 CRESTLINE RD
FT WORTH TX 76107

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : A L A M O T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
197283765	DR96	T000224	08/21/97	16:15

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D197153367	WD	970821	16:15	CG

T O T A L : D O C U M E N T S : 0 1 F E E S : 1 1 . 0 0

B Y : _____ 

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

EXHIBIT D-13

**WARRANTY DEED
WITH VENDOR'S LIEN**

Date: April 29, 1999

Grantor: CHRISTINE E. HOLOWIAK URQUHART AND HUSBAND, THOMAS URQUHART, III

Grantor's Mailing Address (including county): 3065 BELLAIRE RANCH DR,
916. FORT WORTH, TARRANT COUNTY, TX 76109

Grantee: CORPORATION OF THE EPISCOPAL DIOCESE OF FORT WORTH, IN TRUST FOR
THE USE AND BENEFIT OF ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT
CORPORATION

Grantee's Mailing Address (including county): 5001 DEXTER AVENUE, FORT
WORTH, TARRANT COUNTY, TEXAS 76107

Consideration: TEN AND NO/100-----(\$10.00)-----DOLLARS and a Note of
even date that is in the principal amount of \$160,000.00, and is executed
by Grantee, payable to the order of THE FROST NATIONAL BANK. The Note is
secured by a Vendor's Lien retained in favor of THE FROST NATIONAL BANK in
this Deed and by a Deed of Trust of even date from Grantee to JIMMY R.
LOCKE, TRUSTEE.

Property (including any improvements):

LOT 3-R, BLOCK 26, CHAMBERLIN ARLINGTON HEIGHTS, AN ADDITION TO THE CITY
OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN
CABINET B, SLIDE 672, PLAT RECORDS, TARRANT COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM
TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR
GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENS, ZONING
ORDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND
ALL VALID UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE
SUBDIVISION IN WHICH SAID REAL PROPERTY IS LOCATED, RECORDED EASEMENTS,
RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS,
CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN
DESCRIBED PROPERTY.

Grantor, for the consideration and subject to the reservations from
and exceptions to conveyance and warranty, grants, sells, and conveys to
Grantee the property, together with all and singular the rights and
appurtenances thereto in any wise belonging, to have and hold it to
Grantee, Grantee's heirs, executors, administrators, successors, or
assigns forever. Grantor binds Grantor and Grantor's heirs, executors,
administrators, and successors to warrant and forever defend all and
singular the property to Grantee and Grantee's heirs, executors,
administrators, successors and assigns, against every person whomsoever
lawfully claiming or to claim the same or any part thereof, except as to
the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are
retained until each note described is fully paid according to its terms,
at which time this deed shall become absolute.

The said Vendor's Lien and Superior Title herein retained are hereby
transferred, assigned, sold and conveyed to THE FROST NATIONAL BANK, its
successors and assigns, or heirs and assigns, as appropriate, the Payee
named in said Note, without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

Christine E. Holowiak Urquhart

 CHRISTINE E. HOLOWIAK URQUHART

Thomas Urquhart III

 THOMAS URQUHART, III

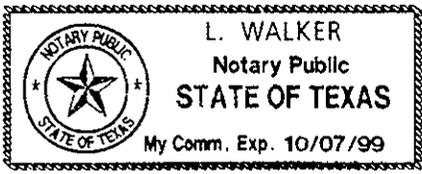
(Acknowledgement)

THE STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 29th day of April, 1999, by CHRISTINE E. HOLOWIAK URQUHART AND HUSBAND, THOMAS URQUHART, III.

L Walker

 Notary Public, State of Texas
 Notary's Name (printed):
 Notary's commission expires:



PREPARED IN THE LAW OFFICE OF:
BEADLES, NEWMAN & LAWLER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
3500 HULEN STREET
FORT WORTH, TEXAS 76107

AFTER RECORDING RETURN TO:
ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT CORPORATION
5001 DEXTER AVENUE
FORT WORTH, TARRANT COUNTY, TEXAS 76107

D199111412
ALL SAINTS EPISCOPAL CHURCH
5001 DEXTER AVE
FT WORTH TX 76107

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -- D O N O T D E S T R O Y

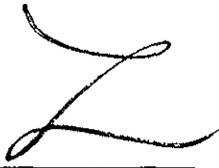
I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : A L A M O T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199241484	DR2A	SW	05/03/1999	15:19

	INSTRUMENT FEED	INDEXED	TIME	
1	D199111412 WD	19990503	15:19	CG

T O T A L : D O C U M E N T S : 01 F E E S : 11.00

B Y: 

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

EXHIBIT D-14

W/O

ALAMO TITLE COMPANY
GF 1016052-JJ

AFTER RECORDING RETURN TO:

ALL SAINTS' EPISCOPAL CHURCH
ATTN: STEPHANIE S. BURK, SENIOR WARDEN
5001 CRESTLINE ROAD
FORT WORTH TX 76107-3699

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 12, 2003

Grantor: CATHY FREDERICK MANDELL, A MARRIED PERSON, AS MY SOLE AND SEPARATE
PROPERTY, JOINED HEREIN PRO FORMA BY MY HUSBAND, JOHN H. MANDELL, FOR THE
Grantor's Mailing Address: PURPOSE OF CONVEYING ANY INTEREST HE MAY HAVE

P.O. Box 202497
Austin, Tx 78720-2497

Grantee: ALL SAINTS' EPISCOPAL CHURCH

Grantee's Mailing Address:

5001 Crestline Road
Fort Worth, Texas 76107-3699

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of RIDGLEA BANK, a branch of Woodhaven National Bank in the principal amount of TWO HUNDRED TWENTY-ONE THOUSAND AND NO/100 DOLLARS (\$221,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Woodhaven National Bank and by a first-lien deed of trust of even date from Grantee to Ron J. Casey, Trustee.

Property (including any improvements):

The South 122 feet of Lots 21, 22 and 23 and the South 122 feet of the West 15 feet of Lot 24, all in Block 15, of CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records of Tarrant County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Any and all easements, rights-of-way, mineral reservations, and restrictive covenants still in effect with regard to the property that are filed for record in the office of the County Clerk of Tarrant County, Texas; and ad valorem taxes against the property for the current year, the payment of which Grantee assumes.

Grantor, for the Consideration, receipt of which is acknowledged, and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Cathy Frederick Mandell
CATHY FREDERICK MANDELL
John H. Mandell
JOHN H. MANDELL

ACKNOWLEDGMENT

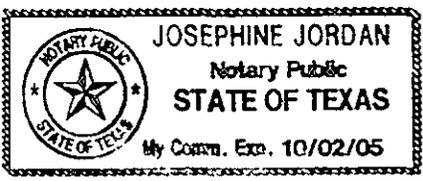
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on September 12, 2003 by CATHY FREDERICK MANDELL and husband, John H. Mandell

Josephine Jordan
Notary Public, State of Texas

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WARRANTY DEED WITH VENDOR'S LIEN



D203352475
ALL SAINTS ESPICOPAL CHURCH
5001 CRESTLINE RD
FT WORTH TX 76107 3699

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S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : A L A M O T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
203544809	DR8F	TB	09/22/2003	09:40

	INSTRUMENT FEED	INDEXED	TIME	RECVD
1	D203352475 WD	20030922	09:40	CG

T O T A L : D O C U M E N T S : 0 1 F E E S : 1 1 . 0 0

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

EXHIBIT D-15



D221181328

06/24/2021 10:07 AM

Page: 1 of 14

Fees: \$71.00

DEED OF TRUST

SUBMITTER: THE NATIONAL BANK OF TEXAS

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

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

DEED OF TRUST
(SECURITY AGREEMENT,
FINANCING STATEMENT)

Loan # 1564

After recording, please return to:
The National Bank of Texas at Fort Worth
5550 N. Riverside Dr.
Fort Worth, TX 76137
Leana Newell

THE STATE OF TEXAS }

COUNTY OF Tarrant }

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, **All Saints Episcopal Church, a Texas corporation having charter # 0011436401**, whose mailing address is as set forth opposite the signature of each, being the debtor(s) and hereinafter called "Grantors", (whether one or more), in consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and the debt and trust hereinafter mentioned, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto **Wade C. Donnell** Trustee(s), whose mailing address is **5550 N. Riverside Dr., Fort Worth, TX 76137**, hereinafter called the "Trustee" (whether one or more), and to his successors in trust, the following described land and other property situated in the County of **Tarrant**, State of **Texas**, to-wit:

THE WEST 90 FEET OF LOT A, BLOCK 25 OF CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1348, PAGE 305, OF THE DEED RECORDS, TARRANT COUNTY, TEXAS.

which has an address of:

4939 Dexter Avenue
Fort Worth, TX 76107

Deed of Trust (Security Agreement, Financing Statement)



(“Property Address”):

together with all heating, plumbing, refrigeration, lighting fixtures, equipment, appliances and/or other personal property used in connection therewith whether or not now or hereafter attached thereto so as to become fixtures, and all accessions and additions thereto, and all buildings and improvements thereon and hereafter placed thereon (however should the Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the personal property secured by this Deed of Trust/Security Agreement/Financing Statement shall be limited to those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended)); appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages thereunto belonging or appertaining, hereinafter called the “Mortgaged Premises”. To the extent permitted by law, this Deed of Trust shall be construed to be a security agreement and financing statement.

TO HAVE AND TO HOLD the Mortgaged Premises unto the Trustee forever, Grantors hereby bind themselves to warrant and forever defend the title to the Mortgaged Premises unto the Trustee against all persons whomsoever claiming or to claim the same or any part thereof.

1. THIS CONVEYANCE, however, is made in trust to secure and enforce the payment of the following described indebtedness, obligations and liabilities:

- (a) A promissory note (the “Note”) of even date herewith in the principal sum of **One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00)** executed by Grantors and payable to the order of **The National Bank of Texas at Fort Worth**, who is the Beneficiary under this Deed of Trust, and whose mailing address is **5550 N. Riverside Dr., Fort Worth, TX 76137** (hereinafter called “Beneficiary”), bearing interest as therein provided. Grantors covenant and agree that Grantors will pay the principal of and interest on the Note in accordance with the terms thereof, and will pay the debt in full not later than **June 18, 2026**;
- (b) If applicable law allows, all promissory notes evidencing additional loans which Beneficiary, in its sole discretion may elect to hereinafter make to Grantors;
- (c) If applicable law allows, all other indebtedness and liabilities of all kinds of Grantors to Beneficiary now existing or hereafter arising (including overdrafts in bank accounts), whether fixed or contingent, joint and/or several, direct or indirect, primary or secondary and regardless of how created or evidenced, or whether they may, prior to acquisition by Beneficiary, be or have been payable to, or be or have been in favor of some other person, or have been acquired by Beneficiary in a transaction with one other than Grantors;
- (d) All sums advanced or costs or expenses incurred by Beneficiary pursuant to or allowed by the terms of this instrument, plus interest thereon at the maximum rate allowed by applicable law from the date paid until reimbursed; and
- (e) All renewals and extensions of the above, whether or not Grantors execute any renewal or extension agreement.

All of the described indebtedness being hereinafter sometimes referred to collectively as the “debt” or “indebtedness”.

2. **ADDITIONAL SECURITY.** As additional security for the payment of said debt, Grantors hereby transfer and assign unto the Beneficiary:

- (a) All judgments, awards of damages and settlements hereinafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged

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Premises or any part thereof, or to any rights appurtenant thereto. The Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver acquittances for, and to appeal from, any such judgments or awards. The Beneficiary may apply all or any part of such sums so received, after the payment of all expenses, including costs and attorney’s fees, on the debt in such manner as the Beneficiary elects;

- (b) All bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases, now existing or which may hereafter come into existence. Grantors direct payment of the same to the Beneficiary, at the option of the Beneficiary and upon written demand of the Beneficiary therefor, to be applied to the debt until paid, and either before or after any default under the terms of this Deed of Trust or Note; and
- (c) All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Premises (whether now existing or hereafter arising) or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto (hereinafter called the “Rents and Profits”) are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Beneficiary to be applied by Beneficiary in payment of the principal and interest and all other sums payable on the Note and any other indebtedness secured hereby. Prior to the occurrence of any default hereunder, Grantor shall collect and receive all Rents and Profits as Trustee for the benefit of Beneficiary and Grantor, and Grantor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other indebtedness secured hereby, and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of the Grantor. Grantor will not (i) execute an assignment of any of its right, title or interest in the Rents or Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Premises or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be canceled, provided that promptly after the cancellation or surrender thereof, a new lease is entered into with a new lessee having a credit standing, in the judgment of Beneficiary, at least equivalent to that of lessee whose lease was canceled, on substantially the same terms as the terminated or canceled lease, or (iii) modify any lease of the Mortgaged Premises or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder. Grantor will not execute any lease of all or any substantial portion of the Mortgaged Premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Premises now or hereafter existing, on the part of lessor thereunder to be kept and performed. Beneficiary shall have no liability or obligation with respect to any lease of the Mortgaged Premises or any part thereof.
- (d) All of Grantors interest in, to, and under any other leases, contracts, licenses and permits, whether written or oral, now or hereafter affecting all or any part of the Property, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations thereunder, and all other arrangements of any sort resulting in the payment of money to Grantor or in Grantor becoming entitled to the payment of money for the use of the Property or any part thereof, whether such user or occupier is tenant, invitee, or licensee. Grantor agrees to execute and deliver to Beneficiary such additional instruments, in form and substance satisfactory to Beneficiary, as may hereafter be requested by Beneficiary to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Beneficiary to any lease, or to impose upon Beneficiary any obligation with respect thereto; and provided, further, that permission is hereby given to Grantor unless and until Grantor is in default as provided herein, to collect the income,

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rents, issues and profits relating to the Property as they become due and payable but not in advance, except as provided herein.

3. **SUBROGATION.** Beneficiary shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts to the extent any such outstanding liens are satisfied from the proceeds of the Note, regardless of whether said liens or debts are acquired by the Beneficiary by assignment or are released by the holder thereof upon payment.

4. Grantors further covenant and agree:

(a) **TITLE TO THE PROPERTY.** Grantors are seized of the Mortgaged Premises and are entitled to convey the same; that Grantors will make such further assurance of title as may be necessary to fully confirm to the Trustee the title to the Mortgage Premises;

(b) **APPLICATION OF PAYMENTS.** All payments accepted by Beneficiary shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Sections 4(d), 4(e), and 4(f), as applicable. Such payments shall be applied to each periodic payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Deed of Trust, and then to reduce the principal balance of the Note. If Beneficiary receives a payment from Grantor for a delinquent periodic payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Beneficiary may apply any payment received from Grantor to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

(c) **FIXTURES.** All awnings, door and window screens, storm window screens, storm windows and doors, mantels, cabinets, rugs, carpeting, linoleum, wall and in-a-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, and such goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacements thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and accessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part and portion of the Mortgaged Premises;

(d) **CHARGES/LIENS/ASSESSMENTS.** Grantors will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Mortgage Premises and exhibit the receipts therefor to the Beneficiary (unless such payments are made by the Beneficiary, as herein provided), to the end that this Deed of Trust shall be and remain a first lien on the Mortgaged Premises until the debt is paid. Grantors will pay all attorney's fees and expenses which may be incurred by the Beneficiary in enforcing the terms of the Note and this Deed of Trust or in any suit which the Beneficiary may become a party where this Deed of Trust or the Mortgaged Premises is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. The word "assessments" as used in this Deed of Trust shall include not only assessments by political subdivisions, but also maintenance charges, and regular and special assessments assessed by subdivision restrictions, homeowner's declarations for planned unit developments and assessments by condominium agreements, if any. Grantor shall pay promptly all bills for labor and materials incurred in connection with the Mortgaged Premises and never permit to be fixed against the Mortgaged Premises or any part thereof, any lien or security interest, even though inferior to the

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liens and security interests hereof, for any such bill which may be legally due and payable, and never to permit to be created or exist in respect of the Mortgaged Premises, any lien or security interest on a parity with or superior to the liens and security interests hereof ;

- (e) **PROPERTY INSURANCE.** Grantors will keep the Mortgaged Premises insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in such manner, in such amounts, and in such companies as the Beneficiary may approve at Beneficiary's sole discretion, and keep the policies therefor, properly endorsed, on deposit with the Beneficiary with standard mortgagees' clauses. If renewal policies are not delivered to the Beneficiary 15 days before the expiration of the existing policy or policies, with evidence of premiums paid, the Beneficiary may, but is not obligated to, obtain the required insurance and pay the premiums thereon. Grantors assign to Beneficiary all right and interest in all such policies of insurance and authorize the Beneficiary to collect for, adjust or compromise any losses under any insurance policy on the Mortgaged Premises, and loss proceeds (less expense of collection) shall, at the Beneficiary's option, be applied on the debt or to the restoration of the Mortgaged Premises, or be released to Grantors, but such application or release shall not cure or waive any default. Beneficiary is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Beneficiary, but might not cover Grantors, Grantors' equity in the Mortgaged Premises, or the contents of the Mortgaged Premises, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. The cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantors could have obtained. Any amounts disbursed by Beneficiary to obtain insurance coverage shall become additional debt of Grantors secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Beneficiary to Grantors requesting payment. In the event of loss, Grantors shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. Unless Beneficiary otherwise agrees in writing, any insurance proceeds, whether or not the underlying insurance was required by Beneficiary, shall be applied to restoration or repair of the Mortgaged Premises, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. During such repair and restoration period, Beneficiary shall have the right to hold such insurance proceeds until Beneficiary has had an opportunity to inspect the Mortgaged Premises to ensure the work has been completed to Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Beneficiary shall not be required to pay Grantors any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantors shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantors. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantors. Such insurance proceeds shall be applied in the order provided for in Section 4(b);
- (f) **ESCROW ITEMS.** When requested by the Beneficiary, Grantors will pay with and in addition to the payments of principal and interest payable under the terms of the Note, on the same day as the principal and interest installments are due and payable, a sum equal to one-twelfth of the estimated annual ground rents, taxes, hazard insurance premiums and assessments, if any, next due on the Mortgaged Premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premiums and assessments when due, then Grantors will deposit immediately with the Beneficiary an amount sufficient to pay such ground rents, taxes, hazard insurance premiums, and assessments. If there is a default under any of the provisions of this Deed of Trust resulting in a sale of the Mortgaged Premises or foreclosure, or if the Beneficiary acquires the Mortgaged Premises otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance

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then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the Note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph. If the amount so paid is in excess of the amount needed to pay such ground rents, taxes, hazard insurance premiums and assessments in any calendar year, such excess shall be applied to the next maturing installments of principal and interest. Notwithstanding the foregoing, to the extent the debt evidenced by the Note and this Deed of Trust is considered a "federally-related mortgage loan" as defined by the Real Estate Settlement Procedures Act (12 U.S.C. §2601, et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024) (hereinafter "RESPA"), and is not otherwise exempt from the requirements of RESPA pursuant to 12 C.F.R. 1024.5, any amounts paid, collected, held, refunded, and/or disbursed pursuant to this paragraph shall be so paid, collected, held, refunded, and/or disbursed in accordance with all applicable RESPA requirements for escrow accounts, including, but not limited to, all requirements relating to escrow analysis and escrow account statements.

- (g) **PRESERVATION AND MAINTENANCE OF THE PROPERTY.** Grantors will not commit or permit any waste on the Mortgaged Premises and will keep the buildings, fences and all other improvements now or hereafter erected on the Mortgaged Premises in sound condition and in good repair and will neither do nor permit to be done anything to the Mortgaged Premises that may impair the value thereof, and the Beneficiary shall have the right of entry upon the Mortgaged Premises at all reasonable times for the purpose of inspecting the same;
- (h) **COMPLIANCE WITH LAWS.** Grantors shall comply with all valid governmental laws, ordinances and regulations applicable to the Mortgaged Premises and its ownership, use and operation, and shall comply with all easements, restrictions agreements, covenants and conditions with respect to or affecting the Mortgage Premises or any part thereof;
- (i) **DELIVERY OF ADDITIONAL INSTRUMENTS.** At any time, upon request by Beneficiary, Grantors shall execute and deliver to Beneficiary any additional instruments and further assurances, and do all other acts and things as may be necessary or proper in Beneficiary's opinion to effect the intent of these presents, more fully evidence and perfect the rights, titles, liens and security interests herein created or intended to be created and protect the rights, remedies, powers and privileges of Beneficiary hereunder;
- (j) **CORPORATE GOOD STANDING.** If Grantors are a corporation, Grantors shall maintain continuously Grantors' corporate existence, good standing, right to do business in each state where any part of Mortgaged Premises is situated, and upon request of Beneficiary, shall furnish promptly to Beneficiary such financial statements and reports relating to Grantors and Grantors' business affairs as Beneficiary may reasonably request; and
- (k) **OTHER AGREEMENTS.** Grantors shall perform punctually and properly all of Grantors' covenants, duties and liabilities under any other security agreement, mortgage, deed of trust, pledge agreement, loan agreement, or assignment of any kind now or hereafter existing as security for or in connection with payment of the debt (herein called "other security instrument");

5. **RIGHTS OF BENEFICARY.** If any of the indebtedness hereby secured shall become due and payable, the Trustee or the Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained, or for the enforcement of any other appropriate legal or equitable remedy. The Grantors agree, to the full extent that they or it lawfully may, that in case one or more of the defaults hereunder shall have occurred and shall not have been remedied, then, and in every such case, the Beneficiary shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Premises in the possession of Grantors, their or its successors or assigns, or its or their agents or servants and may exclude the Grantors, its or their successors or assigns and all persons claiming under the Grantors, and its or their agents or servants, wholly or partly therefrom; and holding the same, the Beneficiary may use, administer, manage, operate and control the Mortgaged Premises to the same extent as the Grantors, might at the time do and may exercise all rights and powers of the Grantors, in the name, place and stead of the Grantors, or otherwise as the Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers

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Beneficiary shall not be liable to Grantors for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person other than Grantors, the Beneficiary may, without notice to Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to the debt in the same manner as with Grantors without in any way vitiating or discharging Grantors' liability hereunder or upon the debt.

6. **PARTIAL RELEASE OR FOREBEARANCE BY BENEFICIARY NOT A WAIVER.** The Beneficiary, without notice, may release any part of the Mortgaged Premises, or any person liable for the debt, without in any way affecting the lien hereof upon any part of the Mortgaged Premises not expressly released or the liability of any person not expressly released, and may agree with any party obligated on the debt, or having any interest in the Mortgaged Premises, to extend the time for payment of any part or all of the debt. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in the Mortgaged Premises which interest is subject to this Deed of Trust. The taking of additional security, or the extension or renewal of the indebtedness secured hereby, or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety. Acceptance by the Beneficiary of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. At any time thereafter, and until the entire amount then due on said debt has been paid, the Beneficiary shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default. Neither the exercise of, nor the failure to exercise, any option given under the terms of this Deed of Trust shall be considered as a waiver of the right to exercise the same, or any other option given herein, and the filing of a suit to foreclose this Deed of Trust, either on any matured portion of the debt or for the whole debt, shall never be considered an election so as to preclude foreclosure under the power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit thereon. No sale of the Mortgage Premises and no forbearance on the part of the Beneficiary and no extension of the time for the payment of the debt hereby secured, given by the Beneficiary, shall operate to release, modify, change, or affect the original liability of Grantors, either in whole or in part.

7. **GOVERNING LAW/WAIVERS BY GRANTORS.** Grantors hereby agree and contract that the laws of the State of Texas now in force relative to the collection of the debt and the application to the payment thereof are expressly adopted and made a part hereof. Notwithstanding the foregoing, Grantors waive the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisalment before sale of any portion of the Mortgaged Premises, commonly known as Appraisalment Laws, and (ii) an extension of the time for enforcement or collection of said debt or creating or extending a period of redemption from any sale made in collecting said debt, commonly known as Stay Laws and Redemption Laws. To the extent they may lawfully do so, Grantors likewise agree that Grantors hereby expressly waive any right under any statute or rule of law pertaining to the marshalling of assets, the exemption of homestead, or the administration of estates of decedents to defeat, reduce or affect the right of Beneficiary, under the terms of this Deed of Trust, to sell the Mortgaged Premises for the collection of the indebtedness secured hereby (without any prior or different resort for collection) or the right of Beneficiary, under the terms of this Deed of Trust, to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Premises in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted). Grantors expressly waive and relinquish any right or remedy which it or they may have or be able to assert by reason of the provisions of Chapter 43 of the Civil Practices and Remedies Code of the State of Texas, pertaining to the rights and remedies of sureties.

8. **PROTECTION OF BENEFICIARY'S INTEREST IN THE PROPERTY.** The Beneficiary may, at the Beneficiary's option, without demand or notice and without waiver of any right, pay or discharge any lien or claim upon the Mortgaged Premises or pay any delinquent tax or assessment, and, upon such payment the Beneficiary shall be subrogated respectively to the rights of the holder of such lien or claim or to the rights of the taxing authority; the Beneficiary may advance any unpaid insurance premiums, and whenever Grantors have failed

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properly to maintain the improvements, the Beneficiary may make repairs necessary for the proper preservation of the security. Grantors agree to pay to the Beneficiary, upon demand, any and all disbursements made under the provisions of the Deed of Trust together with interest thereon at the rate which the principal of the Note shall bear after default from the respective dates of such disbursements, and all such disbursements shall become a part of the debt, payable at the same place specified in the Note, and shall be secured by this Deed of Trust.

9. **EVENTS OF DEFAULT.** Grantors shall be in default hereunder if Grantors shall default in the prompt payment when due of the indebtedness secured hereby, or any part thereof; or shall fail to keep and perform any of the covenants or agreements contained herein or in any other document securing the Note or any other security instrument; or if Beneficiary discovers that any statement, representation, or warranty in the Note, this Deed of Trust or in any writing delivered to Beneficiary in connection with the indebtedness secured hereby is false, misleading or erroneous in any material respect; or if Grantors, or any person liable for the indebtedness secured hereby, or any part thereof, including any guarantor or any surety for the performance of any obligation hereunder, files a voluntary petition in bankruptcy; makes an assignment for the benefit of any creditor, is adjudicated as bankrupt or insolvent; admits in writing its inability to pay its debts generally as they become due, applies for or consents to the appointment of a receiver, trustee, or liquidator of Grantors or of any such guarantor or surety or of all or a substantial part of its assets; takes advantage of or seeks any relief under any bankruptcy, reorganization, debtor's relief or other insolvency law now or hereafter existing; files an answer admitting the material allegations of, or consenting to, or defaulting in, a petition against Grantors or any such guarantor or surety, in any bankruptcy, reorganization, or other insolvency proceedings; institutes or voluntarily is or becomes a party to any other judicial proceedings intended to effect a discharge of the debts of Grantors or of any guarantor or surety, in whole or in part, or to effect a postponement of the maturity or the collection thereof, or to effect a suspension of any of the right or powers of Beneficiary granted in the Note, this Deed of Trust or in any other instrument evidencing or securing the indebtedness secured hereby; or if an order, judgment or decree shall be entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator of Grantors or of any guarantor or surety or of all or any substantial part of the assets of Grantors or any such guarantor or surety or if Grantors or any guarantor or surety shall fail to pay any money judgment against it at least ten (10) days prior to the date on which the assets of Grantors or any such guarantor or surety may be sold to satisfy such judgment; or if Grantors or any such guarantor or surety shall fail to have discharged within a period of ten (10) days after the commencement thereof any attachments, sequestration, or similar proceedings against any assets of Grantors or of any guarantor or surety; or if the Mortgaged Premises are placed under control or in the custody of any court, or if Grantors abandon any of the Mortgaged Premises. Upon the occurrence of any such default, Beneficiary, at its option, without notice, may pursue any rights and remedies it may have hereunder or at law, or in equity and Beneficiary may, without limitation and without notice of any kind (including notice of intention to accelerate maturity), declare the entire indebtedness secured hereby immediately due and payable, whereupon it shall be so due and payable.

10. **RELEASE.** If Grantors shall perform faithfully each of the covenants and agreements herein contained, then, and only then, this conveyance shall become null and void and shall be released in due form, at Grantors' expense; otherwise, it shall remain in full force and effect. No release of this conveyance, or of the lien, security interest of assignment created and evidenced hereby, shall be valid unless executed by Beneficiary.

11. **POWER OF SALE.** If Grantors shall default hereunder, Grantors hereby authorize and empower the Trustee, at the request of Beneficiary, at any time during the continuance of any default, to sell all or any portion of the Mortgaged Premises, at public auction, to the highest bidder, for cash. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time.

Notice of such proposed sale shall be given by posting written notice thereof as provided by applicable law. In addition, Beneficiary shall, at least twenty-one days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay the debt secured hereby according to the records of Beneficiary in the manner prescribed by applicable law.

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Any notice that is required or permitted to be given to Grantors may be addressed to Grantors at Grantors' address as stated herein. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantors as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this paragraph, notice of such sale given in accordance with the requirements of applicable law in effect at the time of such sale shall constitute sufficient notice of such sale. Grantors hereby authorize and empower the Trustee to sell all or any portion of the Mortgaged Premises, together or in lots of parcels, as the Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such property, good and sufficient deeds of conveyance of fee simple title with covenants of general warranty made on behalf of the Grantors. In no event shall the Trustee be required to exhibit, present or display at any such sale any of the personality described herein to be sold at such sale. The Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows: (i) first, he shall pay the reasonable expense of executing this trust including a reasonable Trustee's fee for commission and attorney's fees and costs of title evidence; (ii) second, he shall pay, so far as may be possible, the indebtedness secured hereby, discharging first that portion of the indebtedness arising under the covenants or agreements herein contained and not evidenced by the Note; (iii) third, he shall pay the residue, if any, to the person or persons legally entitled thereto. Payment of the purchase price to the Trustee shall satisfy the obligation of the purchaser at such sale therefor, and such purchaser shall not be bound to look after the application thereof. The sale or sales by the Trustee of less than the whole of the Mortgaged Premises shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Premises shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Premises shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Premises just as though no sale or sales had been made; provided, however, that Grantors shall never have any right to require the sale or sales of less than the whole of the Mortgaged Premises but Beneficiary shall have the right, at its sole election, to request the Trustee to sell less than the whole of the Mortgaged Premises. If default is made hereunder, the holder of the indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure in satisfaction of such item either through judicial proceedings or by directing the Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire indebtedness secured hereby due and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Note and other indebtedness secured by this Deed of Trust; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the indebtedness secured by this Deed of Trust, but as to such unmatured part, this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the indebtedness secured hereby.

In case of any sale hereunder, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts, or other recitals made as to the nonpayment of money secured, or as to the request to the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary matter, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract made, in violation of any provision of this Deed of Trust, and may take immediate possession of the Mortgage Premises free from, and despite the terms of, such grant of easement and rental or lease contract.

12. **SUBSTITUTE/SUCCESSOR TRUSTEE.** At the option of the Beneficiary, with or without any reason, a successor substitute trustee may be appointed by the Beneficiary without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had

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been named original Trustee herein; and such right to appoint a successor substitute trustee shall exist as often and whenever the Beneficiary desires.

13. **TENANCY UPON TRUSTEE'S SALE.** In the event of a trustee's sale hereunder and if at the time of such sale the Grantors occupy the portion of the Mortgaged Premises so sold, or any part thereof, Grantors shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Premises so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Premises; and this agreement and any trustee's deed shall constitute a lease and agreement under which the tenant's possession, each and all, arose and continued.

14. **SUBORDINATE LIENS.** Grantors will not, without the prior written consent of Beneficiary, execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Premises (hereinafter called "Subordinate Mortgage"). In the event of consent by Beneficiary to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Grantors will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Beneficiary not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect:

(a) That the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien, security interest and assignment evidenced by this Deed of Trust and each term and provision hereof;

(b) That the Rents and Profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the obligations secured by this Deed of Trust, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby and then to the payment of maintenance, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operating and maintenance of the Mortgaged Premises; and

(c) That if any action or proceedings shall be brought to foreclose the Subordinate Mortgage, written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding.

15. **DEFENSE OF BENEFICIARY INTEREST.** If the title of the Trustee to, or the interest of Beneficiary in, the Mortgaged Premises shall be endangered or shall be attached directly, or indirectly, Grantors hereby authorize Beneficiary, at Grantors' expense, to take all necessary and proper steps for the defense of such title or interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest. At any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens, or security interests created hereby, or upon the Note, or any part thereof, or any other indebtedness secured hereby, Grantors shall immediately pay all such taxes; provided that, in the alternative Grantors may, in the event of the enactment of such a law, and must, if it is unlawful for Grantors to pay such taxes, prepay the Note, and any other indebtedness secured hereby, in full with sixty (60) days after demand therefor by Beneficiary.

16. **FLOOD INSURANCE.** Unless Beneficiary's flood hazard determination provides information to the contrary, Grantors represent and warrant that none of the Mortgaged Premises, or any part thereof, is situated within a flood plain, flood prone areas, special flood hazardous areas or the like, as so designated by the applicable Flood Hazard Boundary Map or any such similar map or plat issued or controlled by The Flood Insurance Administration and/or any other federal agency appointed to regulate such matters under the Federal Flood Disaster Protection Act, as amended, and Grantors hereby indemnify and hold Beneficiary harmless, from any claims and/or costs arising against or waived by Beneficiary if the Mortgaged Premises are, in fact, determined to be in such an

Deed of Trust (Security Agreement, Financing Statement)



area. In the event that the Mortgaged Premises are in such an area, Grantors will keep the Mortgaged Premises insured for the protection of Beneficiary against loss by flood, and the provisions of this Deed of Trust concerning amounts of coverage, payment of premiums, endorsements, payment and application of insurance proceeds, and other matters regarding hazard insurance shall apply with equal force to Grantors' obligation herein to obtain flood insurance.

17. **UNSECURED DEBT.** If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt or any part of the Mortgaged Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

18. **DOCUMENT CONSTRUCTION.** Whenever used the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders. The words "Grantors" and "Beneficiary" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees.

19. **ATTORNEY'S FEES AND EXPENSES.** Grantors will pay all reasonable attorney's fees and expenses which may be incurred by the Beneficiary or Trustee, in enforcing the terms of the Note and this Deed of Trust, or in any suit to which the Beneficiary or Trustee may become a party where the Deed of Trust or the Mortgaged Premises are in any manner involved and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt and will also pay any attorney's fees and expenses reasonably incurred in connection with the assignment to Beneficiary of any leases subsequently entered into by Grantors as well as any and all such fees and expenses reasonably incurred prior to full and final payment of such indebtedness relating to future advances, transfer of title to the premises and similar matters not otherwise provided for herein.

20. **SECURITY AGREEMENT/FINANCING STATEMENT.** With respect to any personal property herein described this Deed of Trust shall constitute a Security Agreement between Grantors and Beneficiary, and, cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Uniform Commercial Code, as amended, as to this property. This Deed of Trust, as a Financing Statement, covers the following types of property: Minerals, crops and goods that are, or are to become, fixtures as more fully described herein, and related to the real estate described herein, and it is intended that as to those goods and the proceeds thereof, this Deed of Trust shall be effective as a Financing Statement filed as a mineral, crop and fixture filing from the date of its filing for record in the Real Estate Records of the County in which the land is located. Until the lien of this Deed of Trust is released or satisfied of record, Grantors agree, if requested by Beneficiary so to do, to execute one or more Financing Statements covering such personal property, in the manner and form required by law and to the satisfaction of Beneficiary. Grantors agree to pay Beneficiary's charge, to the maximum amount permitted by law, for any statement by Beneficiary regarding the obligations secured by this Deed of Trust, requested by Grantors or on behalf of Grantors. On demand, Grantors will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary or any modification thereof, and all costs and expenses of any searches reasonably required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Uniform Commercial Code, as amended, with respect to such personal property, and it is expressly agreed that if upon default Beneficiary should proceed to dispose of the collateral in accordance with the provisions of the Uniform Commercial Code, as amended, ten (10) days notice by Beneficiary to Grantors shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code, as amended, requiring such notice; provided, however, that Beneficiary may at its option dispose of the collateral in accordance with Beneficiary's rights and remedies in respect of the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Uniform Commercial Code, as amended. **TO THE EXTENT THIS SECURITY**

Deed of Trust (Security Agreement, Financing Statement)



INSTRUMENT SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND, INCLUDING THE ACQUISITION COST OF THE LAND, THIS SECURITY INSTRUMENT CONSTITUTES A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF SECTION 9.334 OF THE TEXAS BUSINESS & COMMERCE CODE.

21. **TRANSFER OF THE PROPERTY.** It shall be a default hereunder if Grantors should sell (by executory Contract for Deed or otherwise), assign or convey any part or all of the Mortgaged Premises (regardless of whether the buyer or assignee “assumes” the indebtedness hereby secured or takes “subject to” such indebtedness) without first obtaining the written Consent of Beneficiary.

22. **EXPENSES/INDEMNIFICATION.** To the extent not prohibited by applicable law, Grantors will pay all costs and expenses and reimburse Beneficiary for any and all expenditures of every character, including, but not limited to, the fees and expenses of counsel for Beneficiary, incurred or expended from time to time, regardless of whether a default or event of default shall have occurred in connection with: (a) Beneficiary’s evaluating, monitoring, administering and protecting the Mortgaged Premises; and (b) Beneficiary’s creating, perfecting or realizing upon Beneficiary’s security interest in and liens on the Mortgaged Premises, and all costs and expenses relating to Beneficiary’s exercising any of its rights and remedies under this or any of the other security instruments or at law, including, without limitation, all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, title review and abstract fees, Uniform Commercial Code search fees, other fees and expenses incident to title searches, reports and security interests, escrow fees, attorneys’ fees, legal expenses, court costs, fees and expenses incurred in connection with it. Grantors agree to indemnify, defend and hold Beneficiary, its directors, officers and employees (collectively, “Indemnified Parties”) harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys’ fees and amount paid in settlement), regardless of whether the same was caused in whole or in part by the negligence of any of the Indemnified Parties, to which the Indemnified Parties may become subject arising out of or in connection with this Agreement, the Note, any other security instruments hereto or any transaction contemplated herein to therein (other than those which arise by reason of the gross negligence of the Beneficiary). Any amount to be paid hereunder by the Grantors to the Beneficiary shall be a demand obligation owing by the Grantors to the Beneficiary and shall bear interest from the date of expenditure at the highest lawful rate.

23. **ENVIRONMENTAL MATTERS.** Without Beneficiary’s prior written consent, Grantors shall not use, store, treat, generate, release, discharge, dispose or transport any Hazardous Materials on, under, in, above, to or from the Mortgaged Premises. For the purposes of this section, “Hazardous Materials” shall refer to any underground storage tank, petroleum, polychlorinated biphenyls or other substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable local, state or federal law, regulation or order, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, each as amended from time to time (herein collectively called “Environmental Laws”). Grantors shall indemnify, defend and hold Beneficiary harmless from and against; (a) any loss, costs, expense, claim or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, remedial or restoration work (“Remedial Work”) required by Beneficiary, or any non-governmental entity or person, or any governmental agency or political subdivision which requires Remedial Work upon a reasonable belief that the Remedial Work is required by the Environmental Laws; and (b) any claims of third parties for loss, injury, expense or damage arising out of the use, presence, treatment, generation, release, discharge, disposal or transportation of any Hazardous Materials on, under, in, above, to or from the Mortgaged Premises. In the event any Remedial Work is so required under applicable Environmental Laws, Grantors shall perform or cause to be performed the Remedial Work in compliance with all Environmental Laws. In the event Grantors shall fail to commence the Remedial Work in a timely fashion or fail to prosecute diligently the Remedial Work to completion, Beneficiary may, but shall not be required to, cause the Remedial Work to be performed, subject fully to the indemnification provisions of this section. The indemnification contained herein shall survive repayment of the Note and release of the lien of this Deed of Trust and shall be fully applicable notwithstanding any negligence on the part of any Indemnified Party. The liabilities and covenants of Grantors hereunder may not be assigned and any

Deed of Trust (Security Agreement, Financing Statement)



such assignment shall be null and void without the Beneficiary's prior written consent.

24. **SECURITY INTEREST IN MINERALS.** Grantor also grants to Trustee a security interest in all oil, gas, and other minerals that might be produced from the land covered by this deed of trust. This deed of trust (i) is to be filed in the real property records of the county in which the land is located, (ii) covers all "as-extracted collateral," as defined in Texas Business and Commerce Code §9.102, attributable to the land, (iii) serves as a security agreement covering the as-extracted collateral, (iv) serves as an assignment of all payments made for damages or anticipated damages to the land, and (v) serves as a financing statement covering as-extracted collateral and fixtures as provided in Texas Business and Commerce Code §9.502. The provisions of this paragraph are cumulative of all other provisions of this deed of trust.

25. **TAX LIEN LOANS PROHIBITED.** Grantors shall not enter into any agreement with any third party for the payment of the ad valorem taxes imposed on the Property or authorize, in any manner, the transfer of the lien for such taxes to any third-party.

ADDITIONAL PROVISIONS:

The note secured hereby is primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the property to Grantors, which Vendor's Lien has been assigned to Beneficiary, this Deed of Trust being additional security therefore.

The note secured hereby is in renewal and extension, but not in extinguishment of that certain indebtedness described on Renewal and Extension Exhibit attached hereto.

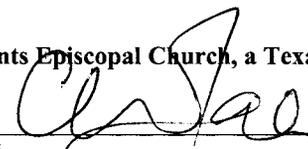
Acknowledgment of Cash Advanced Against Non-Homestead Property. The Note represents funds advanced to Grantor on this day at Grantor's request and Grantor acknowledges receipt of such funds. Grantor states that Grantor does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Grantor disclaims all homestead rights, interests and exemptions related to the Property.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EFFECTIVE this **Eighteenth** day of **June, 2021**

GRANTOR(S) AND MAILING ADDRESS(ES):

All Saints Episcopal Church, a Texas corporation

Signature _____ Date 6/18/2021
Christopher Jambor, Rector
Mailing address:
4939 Eexter Avenue
Fort Worth, TX 76107

[Sign Originals Only]

Deed of Trust (Security Agreement, Financing Statement)

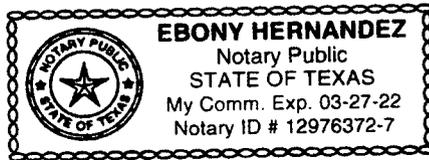


STATE OF TEXAS
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 18th day of June, 2021 by **Christopher Jambor, Rector of All Saints Episcopal Church, on behalf of said corporation.**

[Signature]
Notary Public

Printed Name: Ebony Hernandez
My commission expires: March 27, 2022



MLO Org.: The National Bank of Texas at Fort Worth (ID: 712108) | MLO Indv: Wade C Donnell (ID: 762961)



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
06/24/2021 10:07 AM

D221181328
DEED OF TRUST
Pages: 14
Fees: \$71.00

[Signature]
MARY LOUISE NICHOLSON
COUNTY CLERK

Deed of Trust (Security Agreement, Financing Statement)



EXHIBIT D-16

SECURED INDEMNITY AGREEMENT

This Secured Indemnity Agreement (this "*Agreement*") is entered into as of March 23, 2021 (the "*Effective Date*") by and between All Saints' Episcopal Church, a Texas non-profit corporation ("*All Saints*"), on the one hand, and Christopher N. Jambor, an individual resident of the State of Texas ("*Jambor*"), Gerald Whitney Smith, an individual resident of the State of Texas ("*Smith*"), Stephanie Steves Burk, an individual resident of the State of Texas ("*Burk*"), and John Trace Worrell, an individual resident of the State of Texas ("*Worrell*" and, collectively with Jambor, Smith, and Burk, the "*Indemnified Parties*"), on the other hand. All Saints and the Indemnified Parties are collectively referred to herein as the "*Parties*" and individually as a "*Party*."

WHEREAS, the affairs of All Saints are governed by those certain Bylaws dated as of January 29, 2012 (the "*Bylaws*");

WHEREAS, (i) Jambor is the Rector, and Chairman of the Vestry, of All Saints, and a member of the Standing Committee of the Episcopal Diocese of Fort Worth; (ii) Smith is a member of the Vestry of All Saints, and was a Trustee of the Fund for the Endowment of the Episcopate; (iii) Burk is a member of the Vestry and was a Senior Warden and representative of All Saints; and (iv) Worrell was the Senior Warden, and is a member of the Vestry, of All Saints, and was a Trustee of the Corporation of The Episcopal Diocese of Fort Worth;

WHEREAS, pursuant to Article VII of the Bylaws, the Indemnified Parties are entitled to be indemnified by All Saints in the event a Claim arises against any Indemnified Party by reason of his or her holding a position identified in such Article VII;

WHEREAS, individually and in all such above-listed capacities, the Indemnified Parties were sued in Cause No. 141-237105-09 *The Episcopal Church, et al. v. Franklin Salazar, et al.* in the 141st District Court of Tarrant County Texas and Cause No. 141-252083-11 *The Episcopal Church, et al. v. Franklin Salazar, et al.* in the 141st District Court of Tarrant County, Texas (collectively, the "*Lawsuits*");

WHEREAS, the Parties acknowledge that the Lawsuits constitute a suit, action, or proceeding (whether criminal, administrative, or investigative), other than a suit by or in the right of All Saints, for purposes of indemnification eligibility under Article VII of the Bylaws and that the Lawsuits have arisen by reason of each of the Indemnified Parties holding a position identified in Article VII of the Bylaws;

WHEREAS, the Parties desire to confirm and secure All Saints' obligation to indemnify the Indemnified Parties from the Losses they may incur as a result of the Lawsuits up to the Maximum Indemnification Amount; and

WHEREAS, the Parties further desire that All Saints pledge the Property (defined below) to secure All Saints' indemnification obligations under this Agreement and the Bylaws.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein.

2. Defined Terms. As used herein, the following terms shall have the following meanings set forth below. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Bylaws.

“Deed of Trust” means that certain Performance Deed of Trust of even date herewith made by All Saints for the benefit of the Indemnified Parties conveying the Property as security for the performance of All Saints’ obligations under this Agreement and the Bylaws.

“Losses” means any and all amounts actually and reasonably incurred by an Indemnified Party including, but not limited to, out-of-pocket expenses (including attorneys’ fees), fines, penalties, charges, fees, judgments, awards, amounts paid in settlement, and losses of any kind or nature.

“Maximum Indemnification Amount” means, aggregate of all Losses for the Indemnified Parties, ~~the amount of One Million and No/100 Dollars (\$1,000,000.00)~~ 

“Property” means that certain real property situated in Tarrant County, Texas and owned by All Saints as more particularly described on Exhibit “A” attached hereto.

3. Indemnification. In expansion and not in limitation of Article VII of the Bylaws, All Saints hereby agrees to indemnify and hold harmless each Indemnified Party from any and all Losses such Indemnified Party suffers arising out of or resulting from the Lawsuits up to the Maximum Indemnification Amount. The Parties acknowledge and agree that no Indemnified Party shall be entitled to indemnification for any Losses arising out of or resulting from the Lawsuits above the Maximum Indemnification Amount unless an amendment has been made to this Agreement pursuant to the provisions of Section 15 below.

4. Indemnified Parties’ Representations and Warranties: Each of the Indemnified Parties, individually and not jointly or severally, hereby represent and warrant to All Saints that:

a. he or she is a person who is or was a Vestry member, officer, agent, or employee of All Saints;

b. he or she believes they acted in good faith in the transaction that is the subject of the Lawsuits and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of All Saints;

c. as of the date of this Agreement, All Saints has not advanced any expenses (including attorneys' fees) that may become subject to the indemnification pursuant to this Agreement and the Bylaws;

d. he or she has the full power and authority to enter into this Agreement, to execute all documents relating to this Agreement, and to perform his or her obligations hereunder and thereunder;

e. there is no action, suit, proceeding or investigation pending or threatened against him or her that, if adversely determined, would materially adversely affect his or her ability to perform its obligations hereunder; and

f. the making and performance by him or her of this Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which he or she is bound or affected.

5. All Saints' Representations and Warranties. All Saints hereby represents and warrants to each of the Indemnified Parties as follows:

a. All Saints has obtained either (i) the consent of a majority of the Vestry members who were not parties to the Lawsuits or (ii) the opinion of independent legal counsel reflecting that each of the Indemnified Parties has been determined to meet the standard for indemnification in a non-derivative suit as set forth in Article VII, Section E (2) of the Bylaws;

b. it has been determined that each of the Indemnified Parties has met the standard required by Article VII, Section E (2) of the Bylaws as to all matters that are the subject of the Lawsuits;

c. All Saints is a non-profit corporation, duly formed, validly existing and in good standing under the laws of the State of Texas, with full power and authority to enter into this Agreement, to execute all documents relating to this Agreement, and to perform its obligations hereunder and thereunder;

d. There is no action, suit, proceeding or investigation pending or threatened against All Saints or any portion of the Property that, if adversely determined, would materially adversely affect the ability of All Saints to perform its obligations hereunder;

e. The making and performance by All Saints of this Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which All Saints or any portion of the Property is bound or affected; and

f. All Saints has good and indefeasible title to the Property, free of all claims and liens with full right to deliver, hypothecate, pledge, assign and transfer the Property.

6. Release of Lien. For so long as All Saints is not in default on any of the obligations under this Agreement or the Deed of Trust, a release of the lien created by the Deed of Trust against the Property shall be granted to All Saints upon the earlier to occur of: (i) the date on which the

Parties reasonably agree that All Saints has satisfied all of its indemnification obligations to the Indemnified Parties in connection with the Lawsuits pursuant to this Agreement and the Bylaws; or (ii) the expiration of five (5) years from the Effective Date of this Agreement. The right of All Saints to obtain a release of the lien created by the Deed of Trust shall be exercised by written request delivered to the Indemnified Parties accompanied by a recordable release, substantially in the form of Exhibit "B" attached hereto. Any release of the lien created by the Deed of Trust shall effectively terminate any liens held against the Property by the Indemnified Parties.

7. Events of Default. An "*Event of Default*" shall exist hereunder if (a) All Saints fails to perform any of All Saints' obligations under and pursuant to this Agreement; (b) All Saints fails, once the duty to indemnify has arisen, to indemnify any Indemnified Party pursuant to the indemnification provisions in Article VII of the Bylaws; (c) All Saints defaults under the Deed of Trust and such default continues beyond any applicable notice and opportunity to cure period; (iv) any representation or statement made to any Party by another Party proves to be false in any material respect or any warranty ceases to be complied with in any material respect; (v) institution of any voluntary bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, or similar proceedings by any Party hereto or the institution of any involuntary bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, or similar proceedings against any Party and such Party's failure to obtain a dismissal of such proceedings no later than ninety (90) days after the date such proceedings are instituted; or (vi) All Saints' sale, transfer, conveyance, alienation, or assignment of all or any portion of the Property without the prior written consent of Beneficiary under the Deed of Trust. Notwithstanding anything to the contrary herein, All Saints shall be in default hereunder only if All Saints has failed to perform or comply with any term, covenant, or condition of this Agreement and such failure continues for a period of five (5) days following delivery to All Saints of written notice of such failure or such longer period as may be reasonably required under the circumstances so long as All Saints commences to cure the failure prior to the expiration of such five (5) day period and diligently thereafter pursues the cure of such failure to completion.

8. Remedies. Upon the occurrence or existence of any Event of Default, the non-defaulting party may, at its option, proceed simultaneously or selectively and successively to enforce any other rights and exercise any other remedies such non-defaulting Party may have under any one or more of this Agreement, the Deed of Trust, at law, in equity or otherwise.

9. Notices. All notices, requests, consents, claims, demands, waivers, and other communications (each, a "*Notice*") must be in writing and addressed to a Party at its address designated on the signature page, or its address as changed by Notice from time to time in accordance with this Section. The Parties shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is only effective (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

10. No Third-Party Beneficiary. The terms of this Agreement are for the sole and exclusive protection and use of All Saints and the Indemnified Parties. No other party shall be a

third-party beneficiary under this Agreement, and no provision of this Agreement shall operate or inure to the use and benefit of any third party.

11. Relationship of the Parties. Nothing in this Agreement shall be construed to constitute a partnership or joint venture between the Parties. The descriptive headings of the sections of this Agreement are for convenience only and shall not be used in the construction of the terms hereof.

12. Survival. The rights and obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.

13. Entire Agreement. This Agreement, together with the exhibits hereto and the Deed of Trust, constitutes the sole and entire agreement of the Parties. All earlier and contemporaneous understandings, agreements, representations, and warranties, both written and oral, between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

14. Severability. If any Section of this Agreement is invalid, illegal, or unenforceable, that Section is severed from this Agreement and the remaining Sections in this Agreement remain in effect.

15. Amendments. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party.

16. Assignment. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Any purported assignment or delegation in violation of this Section is void. No assignment or delegation will relieve a Party of any of its obligations under this Agreement.

17. Cumulative Remedies. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Successors and Assigns. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or because of this Agreement.

19. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any legal proceeding relating to this Agreement must be instituted in the federal or state courts located in Tarrant County, Texas. Each Party irrevocably submits to the exclusive jurisdiction of those courts.

20. Counterparts. The Parties may sign this Agreement in one or more counterparts, each of which is an original, but all of which constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission has the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ALL SAINTS:

ALL SAINTS' EPISCOPAL CHURCH,
a Texas non-profit corporation

By: 
Name: Mollie Westfall
Title: Senior Warden

Address: 4936 Dexter Avenue
Fort Worth, Texas 76107

JAMBOR:


CHRISTOPHER N. JAMBOR, individually and in
all capacities

Address: 1805 Malibar Road
Fort Worth, Texas 76116

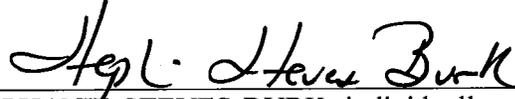
SMITH:


GERALD WHITNEY SMITH, individually and in
all capacities

Address: 6924 Ridgewood Drive
Fort Worth, Texas 76132

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

BURK:



STEPHANIE STEVES BURK, individually and in all capacities

Address: 440 Horseshore Trail
Aledo, Texas 76008

WORRELL:



JOHN TRACE WORRELL, individually and in all capacities

Address: 1100 Pebble Creek Road
Fort Worth, Texas 76107

EXHIBIT "A"
To Secured Indemnity Agreement
Legal Description

TRACT 1:

Lots 1 and 2, Block 26, CHAMBERLIN ARLINGTON HEIGHTS FIRST FILING ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records, Tarrant County, Texas.

Commonly known as 5001 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 2:

Lot 3-R, Block 26, CHAMBERLIN ARLINGTON HEIGHTS, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plate recorded in Cabinet B, Slide 672, Plat Records, Tarrant County, Texas.

Commonly known as 5005 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 3:

The South 122 feet of Lots 21, 22 and 23 and the South 122 feet of the West 15 feet of Lot 24, all in Block 15, of CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records of Tarrant County, Texas.

Commonly known as 4936 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 4:

The West 90 feet of Lot A, Block 25, CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 1348, Page 305, Deed Records, Tarrant County, Texas.

Commonly known as 4939 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

EXHIBIT "B"
To Secured Indemnity Agreement
Form of Release of Lien

RELEASE OF LIEN

Date: _____, 202__

Beneficiary: Collectively, Christopher N. Jambor, an individual resident of the State of Texas; Gerald Whitney Smith, an individual resident of the State of Texas; Stephanie Steves Burk, an individual resident of the State of Texas; and John Trace Worrell, an individual resident of the State of Texas

Beneficiary's Address: 1805 Malibar Road
Fort Worth, Texas 76116
for Christopher N. Jambor

6924 Ridgewood Drive
Fort Worth, Texas 76132
for Gerald Whitney Smith

440 Horseshoe Trail
Aledo, Texas 76008
for Stephanie Steves Burk

1100 Pebble Creek Road
Fort Worth, Texas 76107
for John Trace Worrell

Lien is Described in the Following Documents:

Performance Deed of Trust dated as of March ____, 2021 made by All Saints' Episcopal Church, a Texas non-profit corporation, to Cary L. Jennings, Trustee for the benefit of

Beneficiary and recorded as instrument number _____ in the Real Property Records of Tarrant County, Texas, as modified, renewed, and extended from time to time (the "*Lien*").

Property (including any improvements) to be released from Lien ("*Property*"):

That certain real property located in Fort Worth, Tarrant County, Texas as more particularly described on Exhibit A attached hereto.

For value received, Beneficiary, acting through its Beneficiary Representative (as defined in the Performance Deed of Trust), releases the Property from the Lien and from all liens held by Beneficiary, without regard to how they were created or evidenced. Beneficiary hereby waives and releases all present and future rights to establish or enforce the Lien against the Property described above as security for the performance of any future or other obligations, including, without limitation, the Lien and all other liens held by Beneficiary.

When the context requires, singular nouns and pronouns include the plural.

Christopher N. Jambor, Beneficiary Representative

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this ____ day of _____ 202__ by Christopher N. Jambor, as the Beneficiary Representative, on behalf of all above-named Beneficiaries.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

EXHIBIT "A"
Legal Description

TRACT 1:

Lots 1 and 2, Block 26, CHAMBERLAIN ARLINGTON HEIGHTS FIRST FILING ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records, Tarrant County, Texas.

Commonly known as 5001 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 2:

Lot 3-R, Block 26, CHAMBERLAIN ARLINGTON HEIGHTS, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plate recorded in Cabinet B, Slide 672, Plat Records, Tarrant County, Texas.

Commonly known as 5005 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 3:

The South 122 feet of Lots 21, 22 and 23 and the South 122 feet of the West 15 feet of Lot 24, all in Block 15, of CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records of Tarrant County, Texas.

Commonly known as 4936 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 4:

The West 90 feet of Lot A, Block 25, CHAMBERLAIN ARLINGTON HEIGHTS, FIRST FILING, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 1348, Page 305, Deed Records, Tarrant County, Texas.

Commonly known as 4939 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

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

PERFORMANCE DEED OF TRUST

Date: March 23, 2021

Grantor: ALL SAINTS' EPISCOPAL CHURCH, a Texas non-profit corporation

Grantor's Address: 4936 Dexter Avenue
Fort Worth, Texas 76107

Trustee: CARY L. JENNINGS

Trustee's Address: 309 W. 7th Street, Suite 1100
Fort Worth, Texas 76102

Beneficiary: Collectively, CHRISTOPHER N. JAMBOR, an individual resident of the State of Texas; GERALD WHITNEY SMITH, an individual resident of the State of Texas; STEPHANIE STEVES BURK, an individual resident of the State of Texas; and JOHN TRACE WORRELL, an individual resident of the State of Texas

Beneficiary's Address: 1805 Malibar Road
Fort Worth, Texas 76116
for Christopher N. Jambor

6924 Ridgewood Drive
Fort Worth, Texas 76132
for Gerald Whitney Smith

440 Horseshoe Trail
Aledo, Texas 76008
for Stephanie Steves Burk

1100 Pebble Creek Road
Fort Worth, Texas 76107
for John Trace Worrell

A. Obligations:

1. The performance by Grantor of all its obligations under that certain Secured Indemnity Agreement dated effective as of March 23, 2021 by and between Grantor, as

indemnitor, and Beneficiary as indemnitees (as the same may be amended from time to time, the "**Agreement**");

2. The performance by Grantor of all of its indemnification obligations under Article VII of those certain Bylaws of Grantor dated as of January 29, 2012 (as the same may be amended from time to time, the "**Bylaws**") as and when Beneficiary becomes entitled to such indemnification; and

3. The performance by Grantor of all of Grantor's obligations under this Performance Deed of Trust and payment by Grantor of all reasonable costs and expense incurred by Beneficiary in connection with the enforcement of this Performance Deed of Trust.

B. Property:

Being the real property located in Fort Worth, Tarrant County, Texas as more particularly described on Exhibit "A" attached to this Performance Deed of Trust (the "**Land**"), together with (i) all the buildings and other improvements now on or that may be placed hereafter on the Land during the existence of this Performance Deed of Trust; (ii) all of Grantor's rights, title and interest in all materials, equipment, fixtures or other property whatsoever now or hereafter attached or affixed to or installed in, or used in connection with the improvements now erected or hereafter to be erected on the Land, including but not limited to, all water, sewer, storm drainage and utility layouts, street lights, street signs, transformers and underground electricity, utility lines and equipment (whether owned individually or jointly with others), and all renewals or replacements of or substitutions for any of the foregoing; (iii) all of Grantor's right, title and interest in all easements and rights of way used now or at any future time in connection with any of the foregoing property or as a means of ingress to or egress from such property or for providing utilities to such property; (iv) all of Grantor's right, title and interest in all interests of Grantor in and to any streets, ways, alleys and/or strips of land adjoining such land or any part thereof; (v) all rights, estates, powers and privileges appurtenant or incident to the foregoing; (vi) any leasehold interest assigned by Grantor to Beneficiary by Assignment of Lease of even date herewith; and (vii) all of the Development Rights (as defined below).

As used in this Performance Deed of Trust, the term "**Development Rights**" shall mean and include any and all of Grantor's right, title, and interest in and to all development rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or that other benefit the Property, including but not limited to, any and all development rights, applications, permits, approvals, and licenses; deposits and other fiscal security; utility service commitments, rights, capacity, allocations, taps, and connections; all plans and specifications for development of or construction of improvements on the Property; agreements with municipal or other public utilities; detention rights; rights to credits, refunds, and reimbursements from any municipality, municipal utility district, or other government district, entity, political subdivision or authority, or any utility company or provider; rights under any plats, plat applications, and other development applications and approvals; rights under any development agreements, reimbursement agreements, or similar agreements or contracts with any municipality, municipal utility district, or other governmental district, entity, political subdivision or authority; rights to receive or install water, wastewater, electricity, gas, telephone, telecommunications,

drainage, or other utilities or services; rights to build, construct, or install streets, driveways, or other access to the land; rights under any declaration of covenants, conditions, and restrictions, including rights as declarant. Notwithstanding the foregoing, except during the existence of an Event of Default under this Performance Deed of Trust and subject to the terms of the Agreement and the Bylaws, Grantor will have absolute control of and the sole and exclusive right to deal with and make all decisions in connection with the Development Rights.

C. Granting Clause: For value received and to secure the Obligations (the term "*Obligations*" is here and hereinafter defined to include all Obligations set forth in Paragraphs A and E of this Performance Deed of Trust), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property subject only to all restrictions, easements, mineral reservations, and other matters of record in the Real Property Records of Tarrant County, Texas (the "*Permitted Exceptions*"). If Grantor performs all of the Obligations according to their terms, this Performance Deed of Trust will have no further effect and Beneficiary shall release it at Grantor's expense.

D. Multiple Beneficiaries. Grantor hereby acknowledges and agrees that this Performance Deed of Trust is made in favor of multiple Beneficiaries and that each Beneficiary owns a direct pro-rata share of the rights under this Performance Deed of Trust. Grantor further acknowledges and agrees that Christopher N. Jambor (herein the "*Beneficiary Representative*") will act as agent for, and on behalf of, the Beneficiaries for purposes of exercising all of the Beneficiaries' rights and obligations hereunder, including but not limited to, directing Trustee to foreclose on the lien evidenced by this Deed of Trust.

E. Grantor's Obligations:

Grantor agrees to:

1. timely perform the Obligations and each and every part thereof;
2. not commit or permit any waste on the Property; neither do nor permit to be done anything to the Property that may materially impair the value thereof; and correct any violations of governmental codes within the time allocated by the applicable governmental agencies;
3. pay all taxes and assessments on the Property when due; the word "assessments" as used in this Performance Deed of Trust, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments, and special assessments assessed by subdivision restrictions homeowner's declaration for planned unit developments, and assessments by condominium agreements, if any;
4. preserve the lien's priority as a first lien against the Property and will not, without the prior written consent of the Beneficiary Representative, grant any contractual or non-contractual lien on or security interest in the Property or permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantor agrees to either remove the involuntary encumbrance or provide a bond in statutory form against the involuntary encumbrance;

5. maintain all property and liability insurance coverages with respect to the Property that the Beneficiary Representative reasonably requires (the “*Required Insurance Coverages*”), issued by insurers and written on policy forms acceptable to the Beneficiary Representative, and as to property loss, that are payable to Beneficiary under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to the Beneficiary Representative upon request;

6. obey all laws, ordinances, and restrictive covenants applicable to the Property; and

7. keep any buildings occupied as required by the Required Insurance Coverages.

F. Beneficiary’s Rights:

1. The Beneficiary Representative may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

2. It will constitute an “*Event of Default*” hereunder if (a) Grantor defaults under the Agreement and such default continues beyond any applicable notice and opportunity to cure period; (b) Grantor fails, once the duty to indemnify has arisen, to indemnify any Beneficiary pursuant to the indemnification provisions in Article VII of the Bylaws; (c) Grantor otherwise fails to perform any of Grantor’s Obligations under and pursuant to this Performance Deed of Trust. Notwithstanding anything to the contrary herein, Grantor shall be in default hereunder only if Grantor has failed to perform or comply with any term, covenant, or condition of this Performance Deed of Trust and such failure continues for a period of five (5) days following delivery to Grantor of written notice of such failure or such longer period as may be reasonably required under the circumstances so long as Grantor commences to cure the failure prior to the expiration of such five (5) day period and diligently thereafter pursues the cure of such failure to completion.

3. During the existence of any Event of Default, the Beneficiary Representative may, in addition to, and cumulative of any other right or remedy permitted to Beneficiary by law or equity:

a. request Trustee to foreclose this lien, in which case the Beneficiary Representative or his authorized agent shall give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and

b. bid at any foreclosure sale an amount equal to the amount hereby secured plus Beneficiary’s expenses in enforcing this Performance Deed of Trust and purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited against the amount secured by this Performance Deed of Trust.

G. Trustee’s Duties

If requested by the Beneficiary Representative to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to the Permitted Exceptions; and
3. from the proceeds of the sale, pay, in this order:
 - a. reasonable expenses of foreclosure, including, without limitation, a reasonable commission to Trustee;
 - b. to Beneficiary, the amount, if any, due and owing in respect of the Obligations;
 - c. any amounts required to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

H. General Provisions

1. If any of the Property is sold under this Performance Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance to the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this Performance Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or any part of the Obligation is extended or part of the Property is released.
5. If any portion of the Obligation secured hereby cannot be lawfully secured by this Performance Deed of Trust, payments shall be applied first to discharge that portion.
6. Interest on any debt secured by this Performance Deed of Trust shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be cancelled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
7. When the context requires, singular nouns and pronouns include the plural, and vice versa; the masculine gender shall include the neuter and the feminine, and vice versa.

8. This Performance Deed of Trust shall bind, inure to the benefit of and be exercised by the successors in interest and assigns of all parties.

9. This Performance Deed of Trust shall be a security agreement between Grantor, as the debtor, and Beneficiary, as the secured party, covering all equipment, fixtures, furnishings, inventory and other articles of personal property now or hereafter attached to or used in or about the Property or that are necessary or useful for the complete and comfortable use and occupancy of the improvements thereon for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which are or may be used in or related to the planning, development, financing, construction or operation of any improvements on the Property, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached or affixed to the Property, or any portion thereof. In addition to Beneficiary's other rights hereunder, Beneficiary shall have all rights of a secured party under the Texas Business and Commerce Code (the "*Code*"). Grantor shall execute and deliver to the Beneficiary Representative all financing statements that may be required by the Beneficiary Representative to establish and maintain the validity and priority of Beneficiary's security interest, and Grantor shall bear all costs thereof, including all Code searches reasonably required by the Beneficiary Representative. If the Beneficiary Representative should dispose of any of such items of personal property pursuant to the Code, ten (10) days' written notice by the Beneficiary Representative to Grantor shall be deemed to be reasonable notice; provided, however, the Beneficiary Representative may dispose of such property in accordance with the foreclosure procedures of this Performance Deed of Trust in lieu of proceeding under the Code. Some of the items of the personal property described herein are goods that are or are to become fixtures related to the real property, and it is intended that, as to those goods, this Performance Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated.

10. All notices permitted or required in this Performance Deed of Trust shall be in writing and the same shall be given and be deemed to have been served and given (a) if hand delivered, when delivered in person to the party to whom notice is given, or (b) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinabove specified. Any party may change its address for notices by written notice theretofore given in accordance with this paragraph. A notice delivered to the Beneficiary Representative shall be deemed notice given to each Beneficiary.

11. Any forbearance by Beneficiary in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any right or remedy. No waiver of any default on the part of Grantor or breach of any of the provisions of this Performance Deed of Trust or of any other instrument executed in connection with the performance by Grantor of the Obligations referred to herein shall be considered a waiver of any other subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

12. Grantor, upon the request of the Beneficiary Representative, shall execute, acknowledge, deliver and record such further instruments and do such further acts and deeds as may be necessary, desirable or proper to carry out the purposes hereof and to subject to the liens and security interests created hereby any property intended by the terms hereof to be covered hereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, improvements or appurtenances to the property covered hereby.

13. If any provision of this Performance Deed of Trust is held to be illegal, invalid or unenforceable under present or future laws effective while this Performance Deed of Trust is in effect, the legality, validity and enforceability of the remaining provisions hereof shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Performance Deed of Trust a provision that is legal, valid and enforceable and is as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

14. If the Agreement is terminated for any reason, then this Performance Deed of Trust shall also terminate and be of no further force and effect. Upon any such termination, Beneficiary agrees to execute and deliver to Grantor within five (5) business days following receipt of a request therefor from Grantor, a release of this Performance Deed of Trust in recordable form.

15. Time is of the essence of this Performance Deed of Trust and in the performance by Grantor of its Obligations secured hereby.

[SIGNATURES ON FOLLOWING PAGE]

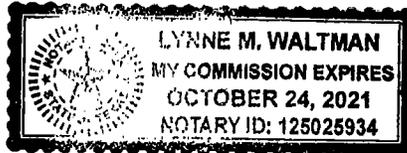
EXECUTED as of the Effective Date.

GRANTOR:

ALL SAINTS' EPISCOPAL CHURCH,
a Texas non-profit corporation

By: *Mollie Westfall*
Name: Mollie Westfall
Title: Senior Warden

STATE OF TEXAS §
 §
COUNTY OF TARRANT §



This instrument was acknowledged before me on the 23rd day of March 2021, by Mollie Westfall, as the Senior Warden of All Saints' Episcopal Church, a Texas non-profit corporation, on behalf of such non-profit corporation.

Lynne M. Waltman
Notary Public, State of Texas

After Recording, Return To:
Broude Smith Jennings & McGlinchey PC
Attn: Cary L. Jennings
309 W. 7th Street, Suite 1100
Fort Worth, Texas 76102

EXHIBIT "A"
To Performance Deed of Trust
Legal Description of Property

TRACT 1:

Lots 1 and 2, Block 26, CHAMBERLIN ARLINGTON HEIGHTS FIRST FILING ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records, Tarrant County, Texas.

Commonly known as 5001 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 2:

Lot 3-R, Block 26, CHAMBERLAIN ARLINGTON HEIGHTS, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plate recorded in Cabinet B, Slide 672, Plat Records, Tarrant County, Texas.

Commonly known as 5005 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

TRACT 3:

The South 122 feet of Lots 21, 22 and 23 and the South 122 feet of the West 15 feet of Lot 24, all in Block 15, of CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records of Tarrant County, Texas.

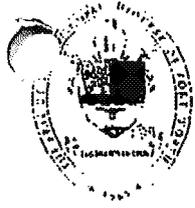
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TRACT 4:

The West 90 feet of Lot A, Block 25, CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 1348, Page 305, Deed Records, Tarrant County, Texas.

Commonly known as 4939 Dexter Avenue, Fort Worth, Tarrant County, Texas 76107

EXHIBIT D-17



THE EPISCOPAL DIOCESE OF FORT WORTH

The Rt. Rev. Jack L. Iker, D.D., *Bishop of Fort Worth*

September 2, 2008

The Rev. Christopher N. Jambor
All Saints' Episcopal Church
5001 Crestline Road
Fort Worth, Texas 76107

Re: Conformity of All Saints' Real Property

Dear Fr. Jambor,

You are aware that several months ago I commissioned a study to determine if all real properties were in conformity with Article 14 of the Constitution of this Diocese, which provides that title to all real property acquired for the use of the Church, including real property of parishes and missions and diocesan institutions, is to be held by the Corporation of the Episcopal Diocese of Fort Worth. This study was undertaken for us by N. Michael Kensel, Chancellor Emeritus of the Diocese.

This search has revealed that there are several parcels of real property of All Saints' which are not presently in conformity with Article 14. Those properties are located at the following addresses:

- 4936 Dexter Avenue, Fort Worth, Texas 76107, 4939 Dexter Avenue, Fort Worth, Texas 76107
- 5001 Dexter Avenue, Fort Worth, Texas 76107, 5005 Dexter Avenue, Fort Worth, Texas 76107

Early on in the history of the Diocese there was an action in the District Court of Dallas requesting a declaratory judgment which would provide that all property standing in the names of the Bishops of Dallas but presently within the physical jurisdiction of the Diocese of Fort Worth, would henceforth be vested in the Corporation of the Episcopal Diocese of Fort Worth. Article 14 took that a step further by providing that the title to all real property thereafter acquired for the Church would also be held by the Corporation.

I believe the parcels of real property listed above are now held in the name of All Saints' Episcopal Church. Consequently, these properties were not picked up by the declaratory judgment; nor are they held by the Corporation as provided for in Article 14.

Mr. Kensel would like to prepare a deed to be executed by the Rector, Wardens and Vestry Persons of the parish transferring these parcels to the Corporation of the Episcopal Diocese of Fort Worth. Keeping the real properties in conformity with the Constitution and Canons is of significant importance to the Diocese, and this matter needs to be concluded. This letter is a Pastoral Direction to you to contact Mr. Kensel's office with the names of your Wardens and Vestry Persons so he might prepare the deed for signature and that you present it for adoption at your next Vestry meeting. His phone number is 817-738-7380.

I believe 30 days should be sufficient to conclude this matter.

Faithfully in Christ,

Jack L. Iker
The Rt. Rev. Jack Leo Iker
Bishop of Fort Worth

cc: N. Michael Kensel
Canon Hough

N. Michael Kensel
September 11, 2008
Page 2 of 2

✓ bcc: Anne Michels

EXHIBIT D-18

NO. 141-252083-11

THE EPISCOPAL CHURCH, et al.	§	IN THE DISTRICT COURT
	§	
v.	§	TARRANT COUNTY, TEXAS
	§	
FRANKLIN SALAZAR, et al.	§	141 ST JUDICIAL DISTRICT

ORDER ON DEFENDANTS' MOTION FOR FINAL JUDGMENT

On this date came on for consideration by the Court, Defendants' Motion for Final Judgment, which was submitted on July 24, 2015. The Court, after considering the motion, Plaintiffs' response, and a Rule 11 Agreement filed by Plaintiffs on July 7, 2015, finds that the motion should be granted and the original of the final judgment submitted to the Court, a copy of which is attached to the motion, should be signed.

IT IS, THEREFORE, ORDERED that Defendants' Motion for Final Judgment is **GRANTED** and the original of the final judgment, a copy of which is attached to the motion, is being signed contemporaneously with the signing of this order.

SIGNED this 27 day of July, 2015.


Judge Presiding

COURT'S MINUTES
TRANSACTION# 1032

 **E-MAILED** *mailed*
07/24/2015
Weaver, L. ER, Beister,
Leatherbury, Shaepe

ORDER ON DEFENDANTS' MOTION FOR FINAL JUDGMENT

PAGE 1 of 1



A CERTIFIED COPY
ATTEST: 07/28/2015
THOMAS A. WILDER
DISTRICT CLERK
TARRANT COUNTY, TEXAS
BY: [Signature]
DEPUTY

141-252083-11

NO. 141-252083-11

THE EPISCOPAL CHURCH, et al. § IN THE DISTRICT COURT
 §
v. § TARRANT COUNTY, TEXAS
 §
FRANKLIN SALAZAR, et al. § 141ST JUDICIAL DISTRICT

FINAL JUDGMENT

This Final Judgment merges and supersedes the Court's orders of March 2, 2015, and June 10, 2015. In accordance with those orders, and having considered all the parties' pleadings, motions, responses, replies, evidence on file, governing law, and arguments of counsel, the Court issues this Final Judgment.

The Court hereby **ORDERS** that Defendants' Second Motion for Partial Summary Judgment filed December 1, 2014, is **GRANTED** except with respect to claims relating to All Saints Episcopal Church (Fort Worth), and Plaintiffs' Motion for Partial Summary Judgment filed December 1, 2014, is **DENIED**.

The Court further **ORDERS** that Defendants' Third Motion for Partial Summary Judgment Relating to All Saints Episcopal Church filed May 6, 2015, is **GRANTED**, and Plaintiffs' Supplemental Motion for Partial Summary Judgment on Claims Relating to All Saints' Episcopal Church filed May 6, 2015, is **DENIED**.

 **E-MAILED** & mailed
07/24/2015
(SR) Weaver, Wiser, Brister,
Leatherbury, Sharpe

COURT'S MINUTES
TRANSACTION# 1033
 **E-MAILED** & mailed
07/27/15
(SR)

141-252083-11

The Court further issues a **DECLARATORY JUDGMENT** pursuant to Texas Civil Practice and Remedies Code §§ 37.001, *et seq.*, declaring that:

1. Neutral principles of Texas law govern this case, and applying such law is not unconstitutionally retroactive;
2. The Corporation of the Episcopal Diocese of Fort Worth and Defendant Congregations hold legal title to all the properties listed on Exhibit 1 attached to this Order, subject to control by the Corporation pursuant to the Diocese's charters.
3. The Episcopal Diocese of Fort Worth and the Defendant Congregations in union with that Diocese hold beneficial title to all the properties listed on Exhibit 1 attached to this Order.
4. Defendants Dr. Franklin Salazar, Jo Ann Patton, Walter Virden, III, Rod Barber, and Chad Bates are, and have been since 2005, the properly elected Trustees of the Corporation for the Episcopal Diocese of Fort Worth.
5. Defendant Jack Iker is, and has been since 2005, the proper Chairman of the board and one of the Trustees of the Corporation for the Episcopal Diocese of Fort Worth.
6. Defendants are the proper representatives of the Episcopal Diocese of Fort Worth, the Texas unincorporated association formed in 1982.

141-252083-11

7. The Defendants hold legal title and control of the funds and endowments listed on Exhibit 2 attached to this Order, subject to the terms of each.

8. Plaintiffs have no express, implied, or constructive trust in the properties or funds listed in the Exhibits attached to this Order.

9. Defendants have not breached any fiduciary duty to or special relationship with any Plaintiffs.

The Court further **ORDERS** that the following listed claims and defenses remain pending in Cause No. 141-237105-09, and to the extent they are also pending in this cause are hereby **DISMISSED WITHOUT PREJUDICE** and preserved for litigation in Cause No. 141-237105-09: claims for attorneys' fees in both causes, Conversion, Texas Business & Commercial Code § 16.29, damages for Breach of Fiduciary Duty (as opposed to as a predicate of constructive trust), Action to Quiet Title, and for an Accounting.

The Court further **ORDERS** that Plaintiffs take nothing, and that Defendants recover costs of court in this cause.

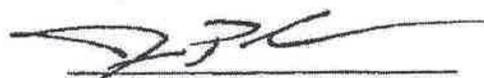
The Court further **ORDERS** that Plaintiffs are to cancel all *lis pendens* filed as to properties listed on Exhibits 1 and 2, and surrender possession thereof, to the Defendants 30 days after this Judgment becomes final.

141-252083-11

The Court further **ORDERS** the Plaintiffs to desist from holding themselves out as leaders of the Diocese or the Corporation when this Order becomes final and appealable.

All relief not expressly granted herein is denied. This judgment disposes of all parties and claims in the above-referenced case, and is a final and appealable judgment.

Signed this 24 day of July, 2015.



Judge Presiding

141-252083-11

EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
1	6.0 acre tract out of Block 2, Irrigation Subdivision, John A. Scott Survey No. 7, Abstract 297, and the O.H.P. Davis Survey, Abstract 65, Wichita County, Texas	Bishop C. Avery Mason	JA00876- JA00877
2	A part of Survey No. 16 for 640 acres patented to John A. Scott, Assignee, on March 21st, 1855, and being the East 70 feet of Lots (9) and (10) in Block No. One Hundred Ninety (190), in the town of Wichita Falls, in Wichita County, as shown by the recorded map or plat thereof	Bishop Alexander C. Garret	JA00890- JA00892
3	The West Fifty (50) feet of Lots Nos. 1 and 2, and the West Fifty (50) feet of the North Ten (10) feet of Lot No. 3, in Block No. 190 of the original Town of Wichita Falls, Texas, and being the same property described in a deed from John M. Barnard, et al, to K.W. Anderson, et al, dated August 15, 1947, and recorded in Volume 463; page 163 of the Deed Records of Wichita County, Texas	Bishop C. Avery Mason	JA00896- JA00897
4	The North Forty (40) feet of Lot No. 7 and the south ten (10) feet of Lot No. 8, in Block No. 190 in the original city of Wichita Falls, Texas according to the plat thereof of record in the Deed records of Wichita County, Texas	Bishop C. Avery Mason	JA00901- JA00902
5	The North ninety-five (95) feet of Lots Nos. four (4), five (5) and six (6), Block No. thirteen (13), East Breckenridge Addition to the City of Breckenridge, a plat of said Addition being on file in the office of the Stephens County Clerk	Bishop C. Avery Mason	JA00908- JA00910
6	Lot 12, Block 215, Dalworth Park Addition to the City of Grand Prairie, Dallas County, Texas, commonly known as 734 College St., Grand Prairie, Texas, according to the plat thereof as recorded in Volume 1, Pages 546 and 547 of the Map Records of Dallas County, Texas	Bishop A. Donald Davies	JA00953- JA00956
7	Part of Block Number Thirty-Two (32) of the Wiggins Addition to the City of Mineral Wells, Palo Pinto, Texas, being the same property described in the Deed from Betty J. Wali, et vir, to Tom A. Whitley, dated March 29, 1972; recorded in Vol. 406, Page 218 of the Deed Records of Palo Pinto County, Texas	Bishop & trustees of St. Luke's	JA00991- JA00993
8	Being a 0.687 Acre tract of land in T E & L Co Survey No 2856, A-784, Montague County, Texas, and being a part of a 170 acre tract described in deed from Lancaster Ould to J.C. Baucus recorded in Vol. R. Page 411, Deed Records, Montague County, Texas	Bishop A. Donald Davies	JA00999- JA001001
9	Out of the M.E. Chuck survey of 640 acres and a part of Lots 5, 6, 7 and 8 of Block 11 Lindsay's Addition to the City of Gainesville	Bishop Alexander C. Garret	JA01021- JA01024

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
10	Three tracts of land situated in Block 21, Denton County School Lands, Wichita County, Texas, and containing 4.6 acres, more or less. TRACT NO. 1: Being the Northwest corner of Lot 1, Block 1, Section E-1, University Park Addition to the City of Wichita Falls, Texas. TRACT NO. 2: Being located southerly along East right-of-way line 259.00 feet from the South right-of-way line of Lindale Drive, said point also being the Northwest corner of the above described tract. TRACT NO. 3: Beginning at the point of intersection of the southwesterly right-of-way line of Lindale Drive with Northwest boundary of Section T-1, University Park Addition to the City of Wichita Falls, Texas	Bishop C. Avery Mason	JA01040- JA01046
11	Being a part of Ambrose Crain Survey, Abstract No. 83	Bishop C. Avery Mason	JA01072- JA01073
12	Part of Lot Number 3, in Block Number 8 of the Original Town of Weatherford	Bishop Harry T. Moore	JA01074- JA01076
13	All of Block 14, Chamberlin Arlington Heights, First Filing, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 63, Page 21, Deed Records, Tarrant County, Texas	Bishop C. Avery Mason	JA01103- JA01105
14	Lots 6, 7, 8, the West 15 feet of Lot 5 and the East 20 feet of Lot 9, Block 26, Chamberlin Arlington Heights First Filing, and Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 63, Page 21, Deed Records, Tarrant County, Texas	Bishop C. Avery Mason	JA01116- JA01120
15	Being a tract of land out of the John McCoy Survey, Abstract No. 381, Hood County, Texas, a portion of the tract of land described in the deed, to J.R. Hopkins and wife, Mary Alice Hopkins, recorded on Page 497 in Volume 105 of the Deed Records of Hood County, Texas	Bishop A. Donald Davies	JA01205- JA01208
16	Being all that certain tract or lot of land, lying and situated in the City of Cleburne, Johnson County, Texas being Lots Number One (1) and Three (3) in Block Nineteen (19), the same being the lots conveyed by O.J., J.A. and O.P. Arnold to Mrs. M.A. McNece by deed dated February 11, 1892 of record in Volume 47, Page 541, Johnson County Record of deeds	Bishop Alexander C. Garret	JA01219- JA01220
17	Lot No. Two (2) in Block No. Eleven (11) of the Airport Addition to the City of Graham, Young County, Texas	Bishop C. Avery Mason	JA01235- JA01236
18	FIRST TRACT: Being all of Lot No. 1 in Block No. 11 of the Airport Addition to the City of Graham, Texas SECOND TRACT: Being 1.2 acre, more or less, out of the B.F. Dudney Survey, Abstract No. 1406, and the William McLeod Survey, Abstract No. 1481, Young County, Texas	Bishop C. Avery Mason	JA01240- JA01243

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
19	The South Eighty (80) Feet of Lots Nos. Fifteen (15) and Sixteen (16), Block G/2 of the Nellie Connelle Addition or Sub-division of the said City of Eastland, Eastland County, Texas.	Bishop C. Avery Mason	JA01247- JA01249
20	THE SURFACE ONLY of Lots 4, 5 and 6 in Block 12 of the East Breckenridge Addition to the City of Breckenridge, SAVE AND EXCEPT the following described tracts which are expressly excepted herefrom and reserved unto prior grantors, to-wit: The North 72 feet of said Lots 5 and 6 and the East 5 feet of the North 72 feet of said Lot 4; and being the same land conveyed to Grantor herein by Special Warranty Deed dated October 24, 1963 and recorded in Volume 329, Page 92, of the Stephens County Deed Records	Bishop C. Avery Mason	JA01285- JA01287
21	Lot "B" in Block Forty-One (41) of South Hills, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-12, Page 57, of the Plat Records of Tarrant County, Texas	Bishop C. Avery Mason	JA01461- JA01463
22	4.304 acres of land situated in the Henry McGehee Survey, Abstract Number 998, Tarrant County, Texas, and being a portion of that certain parcel of land conveyed by deed to Mansfield-Walnut Creek Development Corporation, as recorded in Volume 5975, Page 466, Tarrant County Deed Records, and also being that same tract of land conveyed to A. DONALD DAVIES, BISHOP OF THE DIOCESE OF DALLAS OF THE PROTESTANT EPISCOPAL CHURCH IN THE UNITED STATES OF AMERICA AND HIS SUCCESSORS IN OFFICE, IN TRUST, as recorded in Volume 6517, Page 759, of the Deed Records of Tarrant County, Texas, said tract of land having since been planted and now know as: Lot 9, Block 20 of Walnut Creek Valley, and Addition to the City of Mansfield, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-125, Page 89, Plat Records, Tarrant County, Texas	Bishop A. Donald Davies	JA01577- JA01580
23	1.50 acres of land out of the C. Winters Survey, Abstract 322, Wichita County, Texas	Bishop C. Avery Mason	JA01600- JA01601
24	Being a tract of land out of the C. Winters Survey, Abstract 322	Bishop C. Avery Mason	JA01602- JA01606
25	Lot 1, Block 17, Z. BOAZ COUNTRY PLACE, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 204 Page 93, Plat Records, Tarrant County, Texas	Bishop C. Avery Mason	JA01668- JA01669
26	Lot No. (3) Three of Block No. (8) Eight of the original or first Division of the Town of Hamilton, as shown by the plot of said Town. Together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining	Bishop Alexander C. Garret	JA01673- JA01676

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
27	A 5.32 acre tract of land situated in the Robert Always Survey, Abstract No. 4, Hood County, Texas and commonly known as Camp Cruis, 2100 Loop 567, Granbury, Texas	Bishop C. Avery Mason	JA01753- JA01759
28	A 154.383 acre tract of land situated in the Robert Always Survey, Abstract No. 4, Hood County, Texas and commonly known as Camp Cruis, 2100 Loop 567, Granbury, Texas	Bishop C. Avery Mason	JA01768- JA01770
29	A part of Survey No. 16 for 640 acres patented to John A. Scott, Assignee, on March 21st 1855, and being Eighty feet off of the Southwest end of Lots No. Nine (9) and Ten (10) in Block No. One Hundred and Ninety (190) in the town of Wichita Falls, in said County being the same property conveyed to me J.C. Zeigler and wife on January 23rd 1913, by deed recorded in Vol. 63, Page 609 of the Deed Records of Wichita County	Bishop Alexander C. Garret	JA01873- JA01876
30	Seventeen and one-half (17 1/2) feet off of the West side of Lot No. Two (2) and all of Lots No. Three (3) and Four (4) in Block No. Twelve (12) of the Onstott Addition to the town of Hubbard City, Hill County, Texas	Bishop Harry T. Moore	JA01894- JA01897
31	Block D, COLLEGE HILLS ADDITION BLOCKS C & D, being a Revision of a Portion of Block A, Block B, and Abandoned Portion of University Drive, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-195, Page 34, as amended by plat recorded in Volume 388-211, Page 8, Plat Records of Tarrant County, Texas, said Block D being comprised of all of the following tracts of land: TRACT 1: Block "B" COLLEGE HILLS ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-C, Page 182, Plat Records, Tarrant County, Texas as conveyed by C.H. Wilemon, Jr. to C. Avery Mason, as Bishop of the Protestant Episcopal Church, for the Diocese of Dallas, in the State of Texas, his successors in office and assigns, recorded in Volume 2264, Page 600, Deed Records, Tarrant County, Texas Tract 2: Part of Block "A", COLLEGE HILLS ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-C, Page 182, Plat Records, Tarrant County, Texas, as conveyed by C.H. Wilemon, C.H. Wilemon, Jr., and Stewart W. DeVore to C. Avery Mason, as Bishop of the Protestant Episcopal Church for the Diocese of Dallas, in the State of Texas, his successors in office and assigns, recorded in Volume 2692, Page 441, Deed Records, Tarrant County, Texas	Bishop C. Avery Mason	JA01902- JA01904
32	Being part of Block "A" of COLLEGE HILLS ADDITION to the City of Arlington, Tarrant County, Texas	Bishop C. Avery Mason	JA01906- JA01908

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
33	All of Lots One (1), Two(2), and Three (3), in Block Twelve (12), East Breckenridge Addition to the City of Breckenridge, Stephens County, Texas	Bishop C. Avery Mason	JA01994- JA01995
34	Being a part of Block 4, Hirschfield's Addition, to the City of Fort Worth	Bishop Harry T. Moore	JA02031- JA02033
35	The North 56 1/2 feet, Lot 6, Block 4, Hirschfield Addition to the City of Fort Worth, Tarrant County, Texas	Bishop C. Avery Mason	JA02034- JA02044
36	A tract or parcel of land out of the C. Brown Survey, Abstract #157, situated in Tarrant County, Texas, and more particularly the same tract of Land conveyed by Fort Worth National Bank, Trustee, to C. Avery Mason, Bishop of the Diocese of Dallas of the Protestant Episcopal Church in the United States of America, as recorded in Volume 3815, Page 647, Deed Records, Tarrant County, Texas, legal description in said deed being later corrected by Correction Warranty Deed recorded in Volume 7067, Page 1864, Deed Records of Tarrant County, Texas	Bishop C. Avery Mason	JA02107- JA02111
37	Being a 3.938 acre tract or parcel of land, more or less, out of the N.H. CARROLL SURVEY situated in Tarrant County, Texas and being more particularly the south part of a tract known as Tract 25 as recorded in Vol. 2823, Page 387; the south part of a tract known as Tract 24 as recorded in Vol. 2598, Page 103; the south part of a tract known as Tract 24 as recorded in Vol. 2598, Page 103; the south part of a tract known as Tract 23 as recorded in Vol. 2196, Page 374, all in the Deed Records of Tarrant County, Texas, said part of the three Tracts being described as one by metes and bounds in Deed Recorded as Volume 3901, Page 525, Deed Records, Tarrant County, Texas. Said tract being platted into Lots 23B, 24B and 25B, SAINT ELIZABETH'S SUBDIVISION, an addition to the City of River Oaks, Tarrant County, Texas according to the plat recorded in Volume 388-28, Page 33, Plat Records, Tarrant County, Texas	Bishop C. Avery Mason	JA02115- JA02117
38	Being the East 100 feet of Lots 1 and 2, in Block 4; and being a portion of lots 1 and 2 in Block 4 of the R. M. Page Addition to the City of Fort Worth, Tarrant County, Texas	Bishop Harry T. Moore	JA02123- JA02124
39	Parts of Lots No. 4 and 5 in Block 4 of R. M. Page's Addition to the City of Fort Worth in Tarrant County, Texas, according to his Second Revised Plat, which plat is of record in Vol. 63, Page 142 of the Plat Records of Tarrant County	Bishop C. Avery Mason	JA02126- JA02127
40	Lot No. 5, in Block No. 8, Ryan Place Addition, to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 310, Page 80, Deed Records of Tarrant County, Texas	Bishop C. Avery Mason	JA02163- JA02165

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
41	Lot Eighteen (18), NORTHWOODS ADDITION (Replat) to the City of Mineral Wells, Texas as shown by the Plat of record in Volume 2, Page 109, Plat Records of Palo Pinto County, Texas; Lots 1, 2, 3, 17, 18 and 19, in Block No. 1 of Meadowbrook Addition to the City of Fort Worth, in Tarrant County, Texas, according to the recorded plat thereof of record in Volume 1944, Pages 43-44 of the Plat Records of Tarrant County, Texas, and subject to the easements and building lines shown in said plat. Being Replatted into Tract A, Block 1 Meadowbrook Addition to the City of Fort Worth, Tarrant County, Texas, according to the recorded plat in Volume 388-16, Page 261 of the Plat Records of Tarrant County, Texas	Bishop A. Donald Davies	JA02201- JA02210
42	BEING a 4.837 acre tract of land and a part of the JAMES HYDEN SURVEY, Abstract No. 712, Tarrant County, Texas, and part of a 46.36 acre tract described in deed to J.J. Randol by Jane Sutton, of record in Volume 2718, Page 216, Deed Records of Tarrant County, Texas. Said 4.837 acres later platted into Lot 1, Block A, ST. MARK'S ADDITION, an addition to the City of Arlington, Tarrant County, Texas according to the plat thereof recorded in Volume 388-82, Page 50, Plat Records, Tarrant County, Texas	Bishop C. Avery Mason	JA02254- JA02256
43	BEING a 4.837 acre tract of land and a part of the JAMES HYDEN SURVEY, Abstract No. 712, Tarrant County, Texas, and part of a 46.36 acre tract described in deed to J.J. Randol by Jane Sutton, of record in Volume 2718, Page 216, Deed Records of Tarrant County, Texas. Said 4.837 acres later platted into Lot 1, Block A, ST. MARK'S ADDITION, an addition to the City of Arlington, Tarrant County, Texas according to the plat thereof recorded in Volume 388-82, Page 50, Plat Records, Tarrant County, Texas	Bishop C. Avery Mason	JA02283- JA02284
44	Lots Sixteen (16) and Seventeen (17), in Block Seventeen (17) of RICHLAND HILLS, THIRD FILING an addition to the City of Fort Worth, Tarrant County, Texas, (now to Richland Hills) according to plat records in Book 1846, Page 539, Deed Records of Tarrant County, Texas	Bishop C. Avery Mason	JA02325- JA02326
45	Being a 4.784 acre tract of land out of the S. D. Kelly Survey, Abstract No. 916, and Lot 13, S. D. KELLY ADDITION, an Addition to the City of Arlington, Tarrant County, Texas said tract of land being more fully described in Warranty Deed in Volume 7231, Page 1009, Deed Records of Tarrant County, Texas, said 4.784 acre tract having since been replatted and is now know as: Lot 13, S.D. KELLY ADDITION, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-154, Page 55, Plat Records, Tarrant County, Texas	Bishop A. Donald Davies	JA02330- JA02331
46	LOT 22 in Block 29, Rosedale Park No. 2, an addition to the City of Fort Worth, Tarrant County, Texas, same being a replat of Block 15, 21, 22, 27, 28 and 29, and parts of Blocks 14, 20 and 26 of Rosedale Park No. 2, according to the plat thereof recorded in Volume 388-V, Page 1, Plat Records, Tarrant County, Texas	Bishop A. Donald Davies	JA02344- JA02346
47	LOTS 20 and 21, Rosedale Park No. 2, an addition to the City of Fort Worth, Tarrant County, Texas	Bishop A. Donald Davies	JA02347- JA02354

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
48	Being a portion of Stalcup Road right-of-way to be closed, adjacent to Lot 22, Block 29, ROSEDALE PARK NO. 2, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-V, Page 1 of the Plat Records of said Tarrant County	Bishop A. Donald Davies	JA02358- JA02361
49	Lot 2, St. Stephens Subdivision of Wichita Falls, Wichita County, Texas, commonly known as 5023 Lindale, Wichita Falls, Texas 76310. Being a portion of the Final Plat recorded in Volume 22, Page 145-146, Plat Records of Wichita County, Texas, dated September 16, 1974	Bishop C. Avery Mason	JA02365- JA02370
50	Being a part of Lot 6, Block 2, Trueland Addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described by metes and bounds found in Volume 3932, Page 232, Deed Records, Tarrant County, Texas; Said portion of Lot 6, is combined with Lot 3, Block 2, TRUELAND ADDITION, and platted into Lot 3R, Block 2, TRUELAND ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-93, Page 971, Plat Records, Tarrant County, Texas	Bishop C. Avery Mason	JA02383- JA02399
51	Part of Lots 4 and 5, in Block 2, TRUELAND ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, being that land shown in deed dated August 11, 1977, in Book 6324, Page 629, Deed Records of Tarrant County, Texas from Edward Joyce to Ruth L. Joyce, as her sole and separate property	Bishop A. Donald Davies	JA02390- JA02391
52	Lot 3, Block 2, TRUELAND ADDITION, and A part of Lot 6, Block 2, TRUELAND ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 348, Page 587, Plat Records, Tarrant County, Texas. BOTH OF THE ABOVE mentioned tracts of land were replatted in 1976 and are now known as: Lot 3R, Block 2, TRUELAND ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas	Bishop C. Avery Mason	JA02395- JA2397
53	3.791 Acres of the H H Hall Survey 49, Abstract 400, in Brown County, Texas, commonly known as 1800 Good Shepherd Dr., Brownwood, Texas 76801	Bishop C. Avery Mason	JA02484- JA02485
54	Being all of lots 1, 2, and 4, the East one-half (1/2) of lot 3, and the East one-half (1/2) of Lot 6, all in Block 4, Slaughter & Barber West Addition to the City of Mineral Wells, Palo Pinto County, Texas	Bishop Harry T. Moore	JA02489- JA02491

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
55	Being part of Block Four, Slaughter & Barbar's West Addition, to the City of Mineral Wells, Palo Pinto County, Texas; according to plat recorded in Volume "I", Page 450, of the Deed Records of Palo Pinto County, Texas; being part of a certain tract described in Volume 485, Page 490, of the Deed Records of Palo Pinto County, Texas	Bishop A. Donald Davies	JA02499- JA02502
56	All that certain lot and parcel of land situated in the City of Gainesville, Cooke County, Texas, being part of Lots No. Five (5) and Six (6) in Block No. Thirty-one (31) of Lindsay's Addition to the said City of Gainesville, Texas	Bishop C. Avery Mason	JA02506- JA02507
57	Being the South 30 feet of Lots 11 through 15 inclusive, all in Block "D", East Breckenridge Addition to the City of Breckenridge, Stephens County, Texas	Wardens and Vestry of St. Andrew's Episcopal Church, Breckenridge	JA00920- JA00921
58	A part of Block 2 of June Smith Addition in Fort Worth in Tarrant County, Texas, and embracing the tract conveyed to Aardvark Oil Company by a deed recorded in Volume 3230, Page 249 of the Deed Records of Tarrant County, Texas	Rector, Wardens, and Vestry of St. Andrew's Episcopal Church, Fort Worth	JA01301- JA01306
59	That tract or parcel of land out of Block 2, Junius W. Smith Addition to the City of Fort Worth, Tarrant County, Texas, known also as June Smith Addition	Rector, Wardens, and Vestry of St. Andrew's Episcopal Church, Fort Worth	JA01310- JA01313
60	Lots 9 and 10, Block 10, of RIDGLEA ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to map or plat thereof recorded in Volume 1321, Page 273, of the Plat Records of Tarrant County, Texas	Trustee of 1985 Permanent Fund, St. Andrew's Episcopal Church, Fort Worth	JA01317- JA01319
61	Lot No. Four (4) in Block No. Four (4) of Hirshfield Addition to the City of Fort Worth, Tarrant County, Texas	St. Andrew's Parish Episcopal, Fort Worth	JA01732- JA01733
62	Seven (7) tracts, being 144.081 acres more or less, located in the MEP and PRR Co. Survey, Abstract No. 937 and the HR Moss Survey, Abstract No. 888, Parker County, Texas	All Saints' Episcopal Church, Weatherford, Texas	JA01868- JA01869

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
63	All of Block 4 of HIRSHFIELD ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas. Said Block 4 of HIRSHFIELD ADDITION, is revised and platted in to Block 4R, HIRSHFIELD ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-207, Page 1, Plat Records, Tarrant County, Texas	St. Andrew's Episcopal Church of Fort Worth, Texas	JA02026- JA02027
64	The north fifty-six and one-half feet of lot six in block four of Hirschfield Addition to the City of Fort Worth, Tarrant County, Texas	Rector and Wardens of St. Andrew's Parish, Fort Worth, Texas	JA02039- JA02040
65	Lot 1, Block 4, Hirschfield Addition to the City of Fort Worth, Tarrant County, Texas	Rector, Wardens and Vestry of St. Andrew's Episcopal Church, Fort Worth, Texas	JA02049- JA02077
66	Being the North one-half of Lot 2, Block 4, Hirschfield Addition, to the City of Fort Worth, Tarrant County, Texas	Rector, Wardens and Vestry, St. Andrew's Episcopal Church, Fort Worth	JA02079- JA02095
67	Lot 8, Block 4, Hirschfield (Hirschfield) Addition, to the City of Fort Worth, Tarrant County, Texas, as described in the deed to Allright Properties, Inc. recorded in Volume 6959, Page 251 of the Tarrant County Deed Records	Rector, Wardens and Vestry, St. Andrew's Episcopal Church, Fort Worth	JA02096- JA02099
68	Being the South 101.5 feet of Lot 3, Block 4, Hirschfield Addition, to the City of Fort Worth, Tarrant County, Texas	Rector, Wardens and Vestry, St. Andrew's Episcopal Church, Fort Worth	JA02100- JA02103
69	Lot 1-A, Block 11, GLEN GARDEN ADDITION, First Filing, to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 388-F, Page 395, Plat Records, Tarrant County, Texas	St. Timothy's Episcopal Church	JA02405- JA02407
70	Lot 12, Block 12, Hillcrest Addition to the City of Fort Worth, Tarrant County, Texas	Permanent Fund of St. Andrew's Episcopal Church	

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
71	Surface of Lot 5, Block 6, Waldon Estate, an addition to the City of Breckenridge in Stephens County, Texas as shown on the amended map or plat of said addition: record in the office of the County Clerk of Stephens County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA00914- JA00916
72	Being LOT 11 in the Block 215 of DALWORTH PARK ADDITION, an addition to the City of Grand Prairie, Dallas County, Texas according to the map thereof recorded in Volume 1, Page 546 of the Map Records of Dallas County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA00925- JA00928
73	Being Lots 13 and 14 in Block 215 of DALWORTH PARK ADDITION, an addition to the City of Grand Prairie, Dallas County, Texas according to the map thereof recorded in Volume 1, Page 546 of the Map Records of Dallas County, Texas. Commonly known as: 726 & 730 College Street Grand Prairie, Texas 75050	Corporation of Episcopal Diocese of Fort Worth	JA00932- JA00936
74	Being Lot 20 in Block 214, of DALWORTH PARK ADDITION, an addition to the City of Grand Prairie, Dallas County, Texas according to the map thereof recorded in Volume 1, Page 546 of the Map Records of Dallas County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA00940- JA00943
75	Lot 1A, Block 5, PARKVIEW PHASE 1B, an Addition to the City of Grand Prairie, Dallas County, Texas, according to Map or Plat recorded in Document No. 200600141936, Map Records, Dallas County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA00947- JA00949
76	Being a tract or parcel of land situated in the City of Grand Prairie, Dallas County, Texas, and being part of the Thomas J. Tone Survey, Abstract Number 1460; and being part of that tract of land described as Tract "B" conveyed to G.P. Investment Partners, Ltd. by Deed recorded in Volume 83212, Page 1680, Deed Records, Dallas County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA00960- JA00981
77	Being all of Lot 1, Subdivision "F", in Block 32 of the Wiggins Addition to the City of Mineral Wells, Palo Pinto County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA00985- JA00987
78	Being a part of Lots 5 and 8 in Block 11 of the Lindsay Addition, City of Gainesville, Cooke County, Texas, being the same lot conveyed by D.L. Monroe, et ux to Leo E. Swick by deed recorded in Volume 358, Page 23 of the Cooke County Deed Records	Corporation of Episcopal Diocese of Fort Worth	JA01005- JA01006
79	Being Part of Lot Eight (8) of Block Eleven (11) of the Lindsay Addition, to the City of Gainesville, Cooke County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01010- JA01011

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
80	All that certain tract or parcel of land situated in Lots 3, 4, 5 and 8, Block 11, Lindsay Addition to the City of Gainesville, Cooke County, Texas; said tract being the tracts described in deed from Thos. C. Schneider to R.D. Clack as recorded in Volume 468, page 23 of the Deed Records of Cooke County, Texas and a tract from Leo Ansley et al to R.D. Clack as shown by Deed recorded in Volume 469, Page 82 of the Deed Records of Cooke County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01015- JA01017
81	Being 1.0 acre out of the A. J. Smith Survey, Abst. 393, and being a part of a tract of land purchased by the Authority from Mrs. Hugh G. Thomas, recorded in Vol. 182, page 142, deed records of Palo Pinto Count, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01028- JA01036
82	Part of Lots 2, 3, 6, 7 and 8 Block 34 of the Original Townsite of the City of Jacksboro and a tract of land 20.6 feet by 33.1 feet out of the J. W. Buckner Survey, Abstract No. 34, Jack County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01064- JA01068
83	All that certain lot, tract or parcel of land lying and being situated in Parker County, Texas and being a part of Lot 4, Block No. 8, of the Original Town of Weatherford, in Parker County, Texas and being a part of Lot 4, Block No.8, of the Original Town of Weatherford, in Parker County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01124- JA01142
84	Lot 5 in Block 1 of WALNUT CREEK, a subdivision of Hood County, Texas, according to the plat thereof recorded in Slide A-297-B of the Plat Records of Hood County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01189- JA01193
85	Lot 6, Block 1, WALNUT CREEK SUBDIVISION ADDITION, City of Acton, Hood County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01197- JA01201
86	Being Lots 2 and 4, Block 19, City of Cleburne, Johnson County, Texas, according to the Plat recorded in Volume 197, Page 639, Deed Records, Johnson County, Texas, being the same property and all of the following three tracts of land, R.M. Shiflet, Jr., et ux to Doctors Clinic, Inc. by deed dated November 4, 1959 and recorded in Volume 431, Page 048, Deed Records, Johnson County, Texas; W.J. Patterson, et ux to Doctors Clinic, Inc. by deed dated April 10, 1962 and recorded in Volume 448, Page 253, Deed Records, Johnson County, Texas; and Fred I. Hollingsworth, et al to Mason Shiflet by deed dated March 21, 1974, and recorded in Volume 633, Page 786, Deed Records, Johnson County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01224- JA01231

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
87	Being Lots 11, 12, 18, 19, 20, 21, 22, 23 and 24, in WESTWAY, a subdivision on Lake Whitney, Bosque County, Texas, according to the Plat thereof recorded in volume 170, page 516, Deed Records of Bosque County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01253- JA01254
88	Lots 98 & 99, Wildwood Subdivision, Three Fingers Rd. & Crockett Trail, Bosque County, Texas 76634, according to the plat thereof recorded in Volume 180, Page 265, Deed Records of Bosque County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01258- JA01260
89	Surface only of the south 45 ft. of Lots 4, 5 and 6, Block 13, East Breckenridge Addition to the City of Breckenridge, Stephens County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01272- JA01277
90	LOT 3, BLOCK 214, DAL WORTH PARK ADDITION, an Addition to the City of Grand Prairie, Texas, according to the Revised Map thereof recorded in Volume 1, Page 546, Map Records, Dallas County, Texas; SAVE AND EXCEPT that part of said lot deeded to The City of Grand Prairie, by deed dated 3/30/79, recorded in Volume 79070, Page 419, Deed Records, Dallas County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01403- JA01407
91	All that certain lot, tract, or parcel of land situate, lying and being in the County of Dallas, State of Texas, and being more particularly described as follows, to-wit: Lot 19, Block 214, DAL WORTH PARK ADDITION, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 546, of the Map Records of Dallas County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01414- JA01416
92	Being a 2.22 acre tract of land out of the William Balch Survey, Abstract No. 48, Johnson County, Texas; part of 146.19 acre tract conveyed to Otis V. Percifield et al, as recorded in Volume 839, Page 590, Deed Records of Johnson County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01435- JA01448
93	5.608 acres of land located in the John Edmonds Survey, Abstract No. 457, Tarrant County, Texas, being a portion of TRACT III described in the deed to Parkway 38 Limited, a Texas limited partnership, recorded in Volume 13429, Page 160, Deed Records of Tarrant County, Texas, said 5.608 acre tract of land also being more particularly described in Special Warranty Deed With Vendor's Lien recorded in Document No. D205159863, Deed Records of Tarrant County, Texas and said tract of land having since been platted and being now known as: Lot1, Block 1, Saint Barnabas Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, as shown on the plat thereof recorded in Cabinet A, Slide 12358, Plat Records of Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01452- JA01457

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
94	SURFACE ESTATE ONLY in and to Block 36, EL CHICO ADDITION, a subdivision in Parker County, Texas, recorded in Vol. 277, Page 358, Deed Records, Parker County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01467- JA01470
95	Being Lot 2 (now 2-B), Block 88, (situated on the east side of Patrick Street) in the town of Dublin, Erath County, Texas conveyed by William O'Bryant et ux Jonnie O'Bryant to W.E. Abbo by Deed dated April 26, 1902, recorded in Vol. 73, Page 603, Deed Records of Erath County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01474- JA01476
96	Being a tract of land situated in the NANCY CASTEEL SURVEY, ABSTRACT #349 in the City of Fort Worth, Tarrant County, Texas, and being known as Lot 6, Block 1, of WILDWOOD ACRES, an unrecorded plat of tracts in said survey, also being a portion of Blocks 1 and 2, KIN ACRES, an Addition to the City of Fort Worth as recorded in Volume 388-5, Page 79, Deed Records, Tarrant County, Texas, being further described by metes and bounds in Warranty Deed Recorded as Volume 8273 Page 1495, Deed Records, Tarrant County, Texas; Save and Except any portions lying in Highway 2871. Now known as: Lot 2-R, Block 1, KIN ACRES ADDITION, according to the plat thereof recorded in Volume 388-206, Page 7, Plat Records, Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01488- JA01492
97	The West 1/2 of the South 1/2 and the North 1/2 of the West 1/2 of Block 49, AND THE North 50 feet of the West 107 1/2 feet of Block 50, The South 100 feet of the West 1/2 of Block 50 and the West 1/2 of Block 51, SILVER LAKE ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 204, Page 36, Deed Records of Tarrant County, Texas; AND that portion of Block 50, SOUTH FORT WORTH ADDITION to the City of Fort Worth, Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01496- JA01499
98	Being a tract of land situated in the state of Texas, Count of Tarrant, and the City of Fort Worth, being all of Lot 26 and a part of Lot 25, Block 5 of Trentman City Addition, an Addition to the City of Fort Worth according to the plat thereof recorded in Volume 388-B, Page 199 of the Plat Records of Tarrant County, Texas, Being all of a tract of land conveyed to Kenneth A. Bennett by deed recorded in Volume 17071, Page 14 of the Deed Records of Tarrant County, Texas. Now known as: Lot 26-R, Block 5 Trentman City Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet B, Slide 3337, Plat Records, Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01503- JA01511

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
99	BLOCK 8, LOT 1A, Trentman City Addition, situated in the City of Fort Worth, Tarrant County, Texas, as shown by a deed of record in Volume 10878, Page 1732, of the Deed Records of Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01515- JA01519
100	Block 8, Lot 1B, Trentman City Addition, situated in the City of Fort Worth, Tarrant County, Texas, as shown by a deed of record in Volume 10878, Page 1732, of the Deed Records of Tarrant County Texas	Corporation of Episcopal Diocese of Fort Worth	JA01523- JA01527
101	Block 8, Lot 1C, Trentman City Addition, situated in the City of Fort Worth, Tarrant County, Texas, as shown by a deed of record in Volume 10878, Page 1732, of the Deed Records of Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01531- JA01535
102	Block 8, Lot 1D, Trentman City Addition, situated in the City of Fort Worth, Tarrant County, Texas, as shown by a deed of record in Volume 8686, Page 852, of the Deed Records of Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01539- JA01545
103	Lot 2-A, Block 8, TRENTMAN CITY ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the revised plat recorded in Volume 388-Q, Page 335, Plat Records, Tarrant County, Texas. Save and Except that portion of said Lot 2-A, Block 8, which was replatted in Volume 388-177, Page 35, Plat Records, Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01547- JA01551
104	Being Block 37, of EL CHICO addition to the City of Willow Park, Parker County, Texas, recorded in Vol. 277, Page 358, Deed Records, Parker County, Texas. SUBJECT TO Restriction as set out in Volume 277, Page 359, Deed Records of Parker County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01570- JA1573
105	Being a 100 feet x 100 feet tract in the South corner of Block No. 20, Rankin Addition, an unrecorded Plat Addition to the City of Brownwood, and the same tract consisting of two tracts, a 50 feet x 100 feet tract conveyed from Robert Colvin and wife to Southern Savings and Loan Association by Warranty Deed dated March 23, 1978, recorded in Volume 727, Page 905, and the second tract, a 50 feet x 100 feet tract conveyed from Don Jordan, Jr. to Southern Savings and Loan by Warranty Deed dated September 9, 1977, recorded in Volume 716, Page 337 of the Deed Records of Brown County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01594- JA01596
106	All of Lot Number One (1) in Block Number Seventy-Four (74); and all of lots Number Ten (10) and Eleven (11) in Block Number Seventy-Seven (77). All as shown by the official map or plat of said Town of Oran now of record in the Deed Records of Palo Pinto County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01637- JA01642

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
107	A part of the J. E. Ross League and Labor of land, in Hill County, Texas, said tract of land hereby conveyed, being a town-lot and a part of the Craig Addition to the Town of Hillsboro and being further known as Lot No. 38 (Thirty-Eight) of a subdivision of said Craig addition into Town Lots All that certain lot, tract or parcel of land situated in the City of Comanche, Comanche County, Texas, out of Block No. 18, Walcott Addition to the City of Comanche, Texas, and being the same land conveyed from Thomas W. Wilhelm, et ux, to Kenneth White, et ux, and of record in Volume 339, Page 400, Deed Records of Comanche County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01685- JA01686
108	A tract of land being a part of Block 94 of WRIGHTS ADDITION to the town of Comanche, Texas. LESS AND EXCEPT: 1. a tract of land conveyed by N.N. Durham to James E. Foreman, on September 5, 1969, and described in Warranty Deed recorded in Volume 355, Page 83, Deed Records of Comanche County, Texas 2. a tract of land conveyed by N.N. Durham to E.E. Coyle on October 12, 1970, and described in Warranty Deed recorded in Volume 363, Page 395. Being that same land and premises described in Warranty Deed from Jimmy L. Davis and wife, Jerri L. Davis of record in Volume 560, Page 480, of the Deed Records of Comanche County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01690- JA01692
109	Being 2.004 acres of land located in the HAYS COVINGTON SURVEY, Abstract No. 256, Fort Worth, Tarrant County, Texas, and being a portion of the tract of land conveyed to All Saints Episcopal School of Fort Worth by the deed recorded in Volume 12569, Page 23, of the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds found in Volume 13735, Page 295, Deed Records, Tarrant County, Texas. Said 2.004 acres of land is platted into Lot 1, Block 1, EPISCOPAL DIOCESE ADDITION	Corporation of Episcopal Diocese of Fort Worth	JA01700- JA01706
110	Part of Block "A," COLLEGE HILLS ADDITION AND Lot 8R, Block 1 MORGAN ADDITION to the City of Arlington, Tarrant County, Texas according to the Plat and Dedication recorded in Volume 388-C, Page 182, Plat Records, Tarrant County, Texas, and being further described by metes and bound in Special Warranty Deed Recorded as Volume 16747, Page 132, Deed Records, Tarrant County, Texas. Tract 2: Lot 8R, Block 1, MORGAN ADDITION to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5357, Plat Records, Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA01856- JA01864
111		Corporation of Episcopal Diocese of Fort Worth	JA01922- JA01937

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
112	<p>Lot 3 and part of Lot 4, Block 1 MORGAN ADDITION to the City of Arlington, Tarrant County, Texas, according to the Plat and Dedication recorded in Volume 388-E, Page 90, Plat Records, Tarrant County, Texas and being more particularly described by metes and bounds in Special Warranty Deed Recorded as instrument number D207247715, Deed Records, Tarrant County, Texas.</p> <p>TRACT 2: Lot 1, Block 1, MORGAN ADDITION to the City of Arlington, Tarrant County, Texas, as described in Volume 388-E, Page 90, Real Property Records of Tarrant County, Texas.</p> <p>TRACT 3: Lot 5, Block 1, MORGAN ADDITION to the City of Arlington, Tarrant County, Texas, as described in Volume 388-E, Page 90, Real Property Records of Tarrant County, Texas</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA01941- JA01962</p>
113	<p>The South 60 feet of Lot 6, Block 4, Hirschfield Addition, to the City of Fort Worth, Tarrant County, Texas</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA02047- JA02048</p>
114	<p>BEING 2,300 square feet of land located in Lot 5, Block 4, R.M. Page's Addition, to the City of Fort Worth, Tarrant County, Texas, according to the Second Revised Plat thereof, recorded in Volume 63, Page 142 of the Plat Records of Tarrant County, Texas, said portion of Lot 5 being a part of the tract of land conveyed to the Unity Center of Fort Worth, Inc. by the deed recorded in Volume 4189, Page 181 of the Deed Records of Tarrant County, Texas</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA02138- JA02143</p>
115	<p>Being Lot 1, Lot 2, Lot 4, and the west 23 feet of Lot 5, Block 4, R.M. PAGE ADDITION, Second Revised, an addition to the City of Fort Worth, Tarrant County, Texas according to the revised plat thereof recorded in Volume 63, Page 142, Plat Records of Tarrant County, Texas</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA02146- JA02154</p>
116	<p>That certain tract of land situated in the Samuel Freeman Survey, Abstract No. 525, City of Southlake, Tarrant County, Texas, being a portion of that certain tract of land described in deed to Walter Starkey and wife, Gertrude Starkey as recorded in Volume 3242, Page 317, of the Deed Records of Tarrant County, Texas</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA02186- JA2190</p>

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EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
117	<p>PARCEL 1: Being a 3.19 acre tract of land situated in Tarrant County, Texas and being part of the SAMUEL FREEMAN SURVEY, Patent 875, Volume 13, and being more particularly described in that certain Warranty Deed recorded in Volume 4876, Page 527, Deed Records of Tarrant County, Texas said 3.19 acre tract having since been platted into: Lot 1, Block A, SAINT LAURENCE EPISCOPAL CHURCH ADDITION, an addition to the City of Southlake, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-213, Page 36, Plat Records, Tarrant County, Texas. PARCEL 2: All that certain tract or parcel of land situated in the SAMUEL FREEMAN SURVEY, Abstract No. 525, Tarrant County, Texas, and being the tract of land conveyed by Lloyd R. Smith to Reeder A. Cummings and wife, Sue Cummings, recorded in Volume 3323, Page 252, Deed Records, Tarrant County, Texas, and being more fully described in General Warranty Deed recorded in Volume 12240, Page 861, Deed Records, Tarrant County, Texas. ALL OF THE ABOVE mentioned tracts of land were replatted in 1997 and are now known as: Lot 1R, Block A, SAINT LAURENCE EPISCOPAL ADDITION, an Addition to the City of Southlake, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3900</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA02198- JA02200</p>
118	<p>A 1.789 acre tract of land situated in the M.E.P. & P.R.R. Company Survey, Abstract No. 1125, City of Arlington, Tarrant County, Texas, and being a portion of that same tract of land described in deed recorded in Volume 10380, Page 508 of the Deed Records of Tarrant County, Texas, also being a portion of that same tract of land as described in deed recorded in Volume 103, Page 47, Deed Records of Tarrant County, Texas AND That part of the vacated portion of Old New York Avenue as described in the City of Arlington Ordinance Number 02-L26 City of Arlington, Tarrant County, Texas. NOW AS: Lot 1, M.E.P. & P.R.R. RAILROAD ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 9810, Plat Records, Tarrant County, Texas</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA02335- JA02340</p>
119	<p>A 4.520 acre tract of land in the Isaac Carodine Survey, Abstract No. 387, and the William Doty Survey, Abstract No. 420, situated in the City of Hurst, Tarrant County, Texas, said tract being more particularly described in Warranty Deed with Vendor's Lien from The Sid and Elaine Parker Family Living Trust, Sid Parker and Elaine Parker, Trustees, to Corporation of the Episcopal Diocese of Fort Worth, Texas, recorded in Volume 11687, Page 1316, Deed Records, Tarrant County, Texas, said 4.520 acre tract of land having since been platted into: Lot 1, Block L, SAINT STEPHEN'S EPISCOPAL CHURCH ADDITION, an Addition to the City of Hurst, Tarrant County, Texas</p>	<p>Corporation of Episcopal Diocese of Fort Worth</p>	<p>JA02376- JA02379</p>

141-252083-11

EXHIBIT 1

	Property Description	Original Grantee	Joint Appendix Locator
120	The South 1/2 of Lot 4, Block 4 R.M. Page's Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 63, Page 142, Deed Records of Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	JA02508- JA02510
121	A 1.028 acre tract (Parcel 2) and a 7.640 acre tract (Parcel 3) both out of the McKINNEY & WILLIAMS SURVEY, Abstract No. 1119, and out of the B. COOK SURVEY, Abstract No. 284, Tarrant County, Texas	Corporation of Episcopal Diocese of Fort Worth	

141-252083-11

EXHIBIT 2

Corporation as trustee

The Endowment for the Episcopate
The Diocesan Fund
The Memorial Scholarship Fund
The Thomas Meek Scholarship Fund

Bishop Iker as trustee/administrator

The E.D. Farmer Foundation
The E.D. Farmer Trust
The Betty Ann Montgomery Farley Fund
The Eugenia Turner Fund
The Efrain Huerta Fund
The Anne S. and John S. Brown Trust

Bishop Iker, Chancellor, and Treasurer of the Defendant Diocese as trustees

The St. Paul's Trust

EXHIBIT D-19

FILED
TARRANT COUNTY
8/3/2015 10:11:57 AM
THOMAS A. WILDER
DISTRICT CLERK

141-252083-11

CAUSE NO. 141-252083-11

THE EPISCOPAL CHURCH, et al.)	IN THE DISTRICT COURT OF
)	
VS.)	TARRANT COUNTY, TEXAS
)	
FRANKLIN SALAZAR, et al.)	141 ST DISTRICT COURT

AGREED SUPERSEDEAS ORDER

Came on for consideration the parties' Joint Motion for Agreed Supersedeas Order, filed August 3, 2015. The Court hereby approves the parties' agreement and orders as follows:

IT IS ORDERED that, on or before the later of 30 days after the Final Judgment in this action was signed or 10 days after this Agreed Supersedeas Order is signed, Plaintiffs shall post a supersedeas bond or make a cash deposit in the amount of \$100,000.00.

IT IS FURTHER ORDERED that, upon posting of such supersedeas bond or cash deposit, pursuant to Texas Rule of Appellate Procedure 24.1(a)(1), the Final Judgment in this matter is superseded, and Defendants (as defined in Defendants' Second Motion for Partial Summary Judgment filed December 1, 2014) shall suspend enforcement of or execution on the judgment until final resolution of all appeals and until further order of this Court lifting this Agreed Supersedeas Order.

IT IS FURTHER ORDERED that, during the appeal in this case and until further order of the Court, while Plaintiffs are in possession of certain property made the subject of this suit, all Plaintiffs (as defined in Plaintiffs' Motion for Partial Summary Judgment filed December 1, 2014):

- a. SHALL NOT use, transfer, dissipate, encumber, convey, destroy, conceal, or dispose of any property made the subject of this lawsuit

 **E-MAILED**
 8/20/15
 (SP) To all Attys
 on pg. 49 5 of this order
 COURT'S MINUTES
 TRANSACTION# 1065
 THE .269

141-252083-11

that is in Plaintiffs' possession (the "Property")¹ other than in the normal course of business or in accordance with the terms of this Supersedeas Order to be entered by the Court in this action;

b. SHALL keep the Property fully insured and maintain in force and good standing property and casualty insurance at least at the coverage levels effective in 2014;

c. SHALL keep the Property in good repair, normal wear and tear excepted, and keep current all indebtedness secured by any of the Property;

d. SHALL provide to Defendants, through their counsel, a monthly summary of the sources, amounts and payees of any and all expenditures claimed to have been made in the ordinary course of business regarding the Property on or before the 25th of the following month, beginning on August 25, 2015;

¹ The property made subject of this lawsuit that is in Plaintiffs' possession (the "Property") is hereby defined to mean only the parcels identified at the following entries to the list of properties labeled "Exhibit 1" in the July 24, 2015 Final Judgment, the endowments and funds listed in "Exhibit 2" of the Final Judgment, any real or personal property obtained with proceeds from the properties/endowments/funds listed in "Exhibits 1 and 2" of the Final Judgment, and personal property necessary for the operation of the Episcopal Parish or Mission associated with that parcel (*i.e.* chalices, vestments, bibles, etc.):

- Entry 37 (St. Elisabeth Episcopal Church (River Oaks, TX));
- Entry 42 (St. Luke's in the Meadow Episcopal Church (Fort Worth));
- Entries 10 and 49 (St. Stephen's Episcopal Church (Wichita Falls));
- Entry 21 (St. Christopher's Episcopal Church (Fort Worth)); and
- Entries 13 and 14 (All Saints' Episcopal Church (Fort Worth)).

In no event shall the Property be defined to include the four properties to which Defendants' waived any claim in Defendants' Third Motion for Partial Summary Judgment Relating to All Saints Episcopal Church, filed May 6, 2015. Defendants waived all claim to the property of All Saints' Episcopal Church (Fort Worth) at 4939 Dexter Ave. (JA02535), 5001 Dexter Ave. (JA02540), 4936 Dexter Ave. (JA02537), and 5005 Dexter (JA02532). In no event shall the Property be defined to include any property over which Defendants have never asserted a claim in this action, including any and all property of All Saints' Episcopal School (Fort Worth), St. Luke's Episcopal Church (Stephenville), St. Martin-in-the-Fields Episcopal Church (Southlake), and Trinity Episcopal Church (Fort Worth).

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e. SHALL notify the parties and, after hearing, obtain leave of Court or written agreement of the Defendants before using, transferring, dissipating, encumbering, or conveying any of the Property for attorney's fees or other litigation expenses; and

f. SHALL notify the parties and, after hearing, obtain leave of Court or written agreement of the Defendants before increasing the balance of indebtedness on any other debt secured by the Property.

IT IS SO ORDERED.

Signed this 18 day of August, 2015.


Judge Presiding

141-252083-11

AGREED AS TO FORM AND SUBSTANCE:

By: /s/ David Booth Beers w/ permission

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141-252083-11

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Attorneys for Defendants

US 3608340

EXHIBIT D-20

Tab A

FILED
TARRANT COUNTY

CAUSE NO. 141-252083-11

2021 APR 20 PM 2: 26

THE EPISCOPAL CHURCH, et al.

§ IN THE DISTRICT COURT

v.

§
§ TARRANT COUNTY, TEXAS

THOMAS A. WILDER
DISTRICT CLERK

FRANKLIN SALAZAR, et al.

§
§ 141ST DISTRICT COURT

ORDER ON DEFENDANTS' SECOND AMENDED AND SUPPLEMENTAL MOTIONS TO ENFORCE JUDGEMENT AND RULE 11 AGREEMENTS

On the 20th day of April 2021, came on to be heard Defendants Second Amended and supplemental Motions to Enforce Judgment and Rule 11 Agreements set by the Court on April 15, 2021, and came counsel for Defendants and counsel for Plaintiffs, who announced ready for the hearing. The Court, after reviewing the second amended motion, the supplemental motion, and the responses, and having heard the argument of counsel, finds that the motions should be **GRANTED.**

IT IS, THEREFORE, ORDERED that all remaining claims of Plaintiffs, whether in this cause number or in cause number 141-237105-09, are hereby dismissed with prejudice while this case remains pending in this Court for Defendants' claim for attorney's fees and costs.

IT IS, FURTHER ORDERED that Plaintiffs are to immediately deliver, as required by the Final Judgment signed July 24, 2015, possession of all real and personal property, in existence at the time the original suit was filed on April 14, 2009, including all personal property necessary for the operations of the properties listed in the Final Judgment such as chalices, vestments, bibles, and the like as well as all financial assets that supported or enabled the operations, including but not limited to bank account balances, memorial fund balances, foundation fund balances, building fund balances, savings account balances, certificates of deposit balances, and investment account balances, including all income earned by the same.



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8

Tab A

IT IS FURTHER ORDERED that the Supersedeas Order is lifted, but the funds on deposit are retained until further order of the Court, which will be signed only after Defendants have obtained an Order by the Court finding that the property subject to that order has been delivered to Defendants in the condition required by that order to be kept and authorizing release of the Supersedeas funds to Plaintiffs.

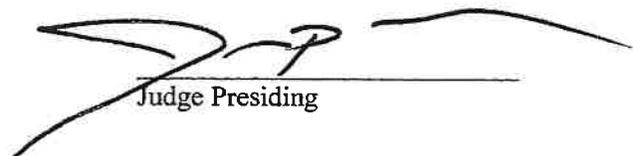
IT IS FURTHER ORDERED that all *lis pendens* encumbering any real property not already filed by April 19, 2021 be filed within 15 days of this Order. Parties shall attempt to resolve any issues regarding any failure to remove any *lis pendens* prior to Court intervention.

IT IS FURTHER ORDERED that if Plaintiffs have not removed all representations to the public that they are leaders of Defendant Diocese or Defendant Corporation that this be done within 15 days of this Order. Parties shall attempt to resolve any issues regarding any failure to remove all representations to the public that they are leaders of Defendant Diocese or Defendant Corporation prior to Court intervention.

IT IS FURTHER ORDERED that a hearing on attorney's fees and costs in Cause No. 141-237105-09 and 141-252083-11 is set in this courtroom on the 4th day of June 2021 at 10:00 a.m. Defendant shall file any motions regarding attorney's fees by April 30, 2021.

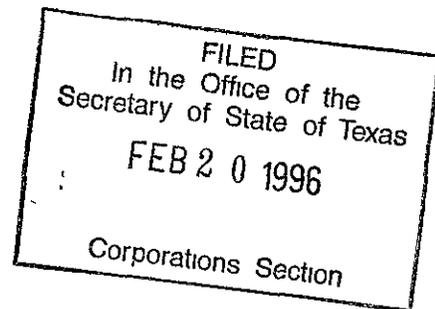
IT IS FINALLY ORDERED that Defendants are entitled to all processes and writs necessary to enforce the judgment of July 24, 2015 and this Order.

SIGNED this 20th day of April 2021.



Judge Presiding

EXHIBIT D-21



**ARTICLES OF INCORPORATION
OF
ALL SAINTS' EPISCOPAL SCHOOL
OF
FORT WORTH**

The undersigned natural person, of the age of eighteen (18) years or more, acting as incorporator of All Saints' Episcopal School of Fort Worth, a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation (the "Corporation"):

ARTICLE I.

The name of the Corporation is All Saints' Episcopal School Of Fort Worth

ARTICLE II.

The Corporation is a non-profit corporation.

ARTICLE III.

The period of the Corporation's duration is perpetual.

ARTICLE IV.

The Corporation is organized and shall be operated and administered exclusively for religious, charitable, scientific, literary and educational purposes, and the definition of such purposes shall be the same as the definition of such purposes used in connection with Section 501(c)(3) of the Internal Revenue Code of 1986 or corresponding provisions of subsequent federal tax laws (the "Code"). In the accomplishment of such purposes, the Corporation shall operate an Episcopal school to be known as All Saints' Episcopal School of Fort Worth, sponsored by All Saints' Episcopal Church (herein called "the Sponsor").

In the accomplishment of such purposes and subject to the terms and conditions hereof, the Corporation shall (a) recognize and accede to the authority of the Constitution and Canons of the Diocese of Fort Worth (as the same now exist or may be amended from time to time hereafter, the "Constitution and Canons"), to the extent the same are applicable to the Corporation and do not cause the Corporation to be operated for purposes other than those described in Section 501(c)(3) of the Code and (b) engage in the business of conducting, operating and administering a school to provide students of all race, creed and ethnic backgrounds with a stimulating environment for learning in order to assist them to achieve their highest potential. In pursuit of the foregoing purposes, the Corporation may (a) receive personal property and use and apply the income therefrom and the principal thereof for the above purposes; (b) receive real property, title to which shall be vested in accordance with the Constitution and Canons; and (c) undertake any other act or action permitted by the Texas Non-Profit Corporation Act, as now enacted or as the same may be amended (the "Act").

Subject to the foregoing, the Corporation shall be a separate legal entity with sole authority and responsibility for its own policies, procedures, personnel, books and accounts. Absent an express written agreement to the contrary duly authorized, executed and delivered by the party intending to be bound thereby, neither the Sponsor, the Diocese of Fort Worth, any affiliate of the Diocese of Fort Worth, the Bishop of the Diocese of Fort Worth (the "Bishop") nor any officer, employee or agent of the Sponsor, the Diocese, or any affiliate of the Diocese of Fort Worth shall be liable for the obligations, liabilities, acts or omissions of the Corporation, members of its Board of Trustees, officers, employees or agents. The term "affiliate" shall mean any entity or person or any combination of entities or persons, directly or indirectly, controlling, under common control with or controlled by the Diocese of Fort Worth.

ARTICLE V.

The street address of the initial registered office of the Corporation is:

8200 Tumbleweed Trail
White Settlement, Texas 76108

The name of its initial registered agent at such address is:

Louis H. Hayden, Headmaster, All Saints' Episcopal School

ARTICLE VI.

The Corporation shall have one "Member" as that term is used in the Act. The Member shall be the Sponsor

ARTICLE VII.

The group of persons vested with the management of the affairs of the Corporation shall be the Board of Trustees (the "Board of Trustees").

The number of members of the initial Board of Trustees (collectively, the "Trustees" and singularly, a "Trustee") shall be 22.

At all times, fifty-one (51%) percent or more (the "minimum percentage") of the elected members of the Board of Trustees shall be enrolled communicants in good standing of the Sponsor (collectively, the "Trustees" or singularly a "Trustee"). The Trustees shall be elected by the Board of Trustees in accordance with the Bylaws of the Corporation (the "Bylaws"), subject to the confirmation by the Governing Body (herein defined) of the Sponsor. The minimum percentage may be revised upward or downward from time to time by the Governing Body of the Sponsor.

Except as expressly provided to the contrary in the Constitution or Canons, these Articles of Incorporation or the Bylaws, in that order of priority, each Trustee shall have the same rights, powers, duties and responsibilities.

Subject to the other terms hereof, a duly elected or selected Trustee shall hold office until such Trustee's successor shall have been duly elected or selected and qualified

The term "Governing Body" shall mean "Vestry" of the Sponsor.

ARTICLE VIII.

The names and street addresses of the persons who are to serve as the initial members of the Board of Trustees of the Corporation are:

<u>Name</u>	<u>Address</u>	<u>Designation</u>
Cynthia Adams	6800 Camino Court Fort Worth, TX	Elected
Fred A Antonini	4920 Bryce Fort Worth, TX 76107	Elected
William R. Biggs	6317 Juneau Fort Worth, TX 76116	Elected
Robert W. Bosworth, Jr.	5001 Crestline Road Fort Worth, TX 76107	Ex officio/voting
A. William Brackett	1501 Washington Ter. Fort Worth, TX 76107	Elected
Barbara Chowning	3809 Crestline Road Fort Worth, TX 76107	Elected
Andrew Conders	6437 Kenwick Fort Worth, TX 76116	Elected
Susan Doyle	6425 Curzon Fort Worth, TX 76116	Elected
Jane Ferguson	4065 Modlin Fort Worth, TX 76107	Elected
Louis H. Hayden	8200 Tumbleweed Trail White Settlement, TX 76108	Ex officio/non-voting
Jack Huff	4215 Pershing Ave. Fort Worth, TX 76107	Elected
Donna Iker	6808 Savannah Lane Fort Worth, TX 76132	Elected
Grant James	3859 Black Canyon Rd Fort Worth, TX 76109	Elected
Marion Knight	3866 Pelham Rd. Fort Worth, TX 76116	Elected
Mark Knouse	2128 Hidden Creek Rd. Fort Worth, TX 76107	Elected

John Meyer	4700 Harley Fort Worth, TX 76107	Elected
Charles Miller	317 North Bailey Fort Worth, TX 76107	Elected
Ardon Moore	1409 Thomas Place Fort Worth, TX 76107	Elected
Patricia McConnell	4813 Harley Fort Worth, TX 76107	Ex officio/voting
Robert Thompson	4620 Lafayette Fort Worth, TX 76107	Elected
Gloria Whitson	4440 Overton Ridge Blvd. Fort Worth, TX 76109	Elected
Mitch Wynne	4901 Crestline Rd. Fort Worth, TX 76116	Elected

Subject to the foregoing and other provisions of these Articles of Incorporation, at any time and from time to time, vacancies in the office of a member of the Board of Trustees shall be filled, and members of the Board of Trustees may be removed from office, by majority vote of the Governing Body of the Sponsor acting in accordance with procedures established by such Governing Body.

ARTICLE IX.

The name and street address of the incorporator is:

A. William Brackett, 100 Main Street, Fort Worth, Texas 76102

ARTICLE X.

If any provision of these Articles of Incorporation or the Bylaws be held invalid or unenforceable in any respect, the validity of the remaining provisions shall remain valid and enforceable.

ARTICLE XI.

The power to amend, modify or restate these Articles of Incorporation shall be as provided in the Act; provided, that no such amendment, modification or restatement shall become effective unless and until the same shall have been (a) approved by at least the affirmative two-thirds (2/3rds) vote of the members of the Governing Body of the Sponsor present and voting at a regular or special meeting of such Governing Body; and (b) evidenced in writing by appropriate instrument filed for record in any manner provided or permitted by the Act.

ARTICLE XII.

No member of the Board of Trustees shall be liable to the Corporation for monetary damages for an act or omission in such member's capacity as a member of the Board of Trustees, except that this Article does not eliminate or limit the liability of such member for:

- (1) A breach of such member's duty of loyalty to the Corporation;
- (2) An act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (3) A transaction from which such member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such member's office;
- (4) An act or omission for which the liability of such member is expressly provided for by statute; or
- (5) An act related to an unlawful stock repurchase or payment of a dividend.

ARTICLE XIII.

Each member of the Board of Trustees and each employee, officer or agent of the Corporation, and any other person while serving at the request of the Corporation, may be indemnified by the Corporation for any act or omission in such person's capacity as a member of the Board of Trustees or officer, employee or agent of the Corporation, as the case may be, or as a person serving at the request of the Corporation, or its unincorporated predecessor, in the manner and to the maximum extent provided in the Act.

ARTICLE XIV.

Regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation shall not:

- (1) Permit any part of the net earnings of the Corporation to inure to the benefit of any private individual unless such benefit is incidental to and in accomplishment of the Corporation's purposes as expressed in Article IV of these Articles of Incorporation; provided, however, that in any event reasonable compensation may be paid for personal services rendered to or for the Corporation affecting one or more of its purposes;
- (2) Devote any part of its activities to attempting to influence legislation by propaganda or otherwise;
- (3) Participate in, or intervene in, including the publication or distribution of statements, for any political campaign on behalf of any candidate for public office; or
- (4) Attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drives.

ARTICLE XV.

Upon the dissolution of the Corporation, the assets of the Corporation remaining after payment or provision for payment of the Corporation's liabilities has been made shall be distributed exclusively to the following in the stated order of priority, but only if the potential

recipient is an organization described in Section 501(c)(3) of the Code at the time of receipt of such distributions:

- (a) All Saints' Episcopal Church, a Texas Non-Profit Corporation, if it exists and accepts the same;
- (b) By the Episcopal Diocese of Fort Worth, if it accepts the same; or
- (c) If the entities stated in (a) and (b) fail or refuse to act pursuant to such subsections within a reasonable time, which shall never be less than one hundred twenty (120) calendar days, an organization which is designated or approved, after due notice and hearing, by a court of competent jurisdiction.

ARTICLE XVI.

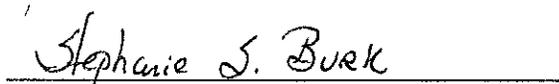
The following terms shall have the meanings given in the indicated sections or as defined below:

- "Act" is defined in Article IV.
- "Affiliate" is defined in Article IV.
- "Bishop" is defined in Article IV.
- "Board of Trustees" is defined in Article VII.
- "Bylaws" are defined in Article VII.
- "Code" is defined in Article IV.
- "Constitution and Canons" is defined in Article IV.
- "Corporation" is defined in the first paragraph of these Articles.
- "Ecclesiastical Authority" has the meaning ascribed to it in the Constitution and Canons.
- "Episcopal Diocese of Fort Worth" is defined in Article IV.
- "Governing Body" is defined in Article VII.
- "Member" is defined in Article VI.
- "Sponsor" is defined in Article VII.
- "Trustee" is defined in Article VII.
- "Vestry" has the same meaning ascribed to it in the Constitution and Canons.

IN WITNESS WHEREOF, we have hereunto set our hands this 5 of FEBRUARY 1996.


A. William Brackett, Incorporator

APPROVED on the 6 day of February, 1996.


Senior Warden
All Saints' Episcopal Church

All Saints Episcopal School

P. O. BOX 7188 BEAUMONT, TEXAS 77726-7188

(409) 892-1755 • FAX # (409) 892-0166



15 February 1986

Secretary of State
P.O. Box 13193
Austin, TX 78711-3193

The Very Revd Robert W. Bosworth, Jr., Rector
All Saints Episcopal Church
5001 Crestline Road
Fort Worth, TX 76107-3699

RE: Incorporation of All Saints Episcopal School of
Fort Worth

Dear Gentlemen:

This letter will evidence consent of All Saints Episcopal School to permit All Saints Episcopal Church to form a corporation under the Texas Non-Profit Corporation Act using the name All Saints Episcopal School of Fort Worth.

All Saints Episcopal School
a Texas non-profit corporation

By A. Dean Calcote
Name: The Revd A. Dean Calcote
Title: Headmaster

ALL SAINTS

Episcopal Day School
209 West 27th Street Austin, Texas 78705-5716
(512) 472-8966

Secretary of State
P.O. Box 13193
Austin, Texas 78711-3193

The Very Rev. Robert W. Bosworth, Jr., Rector
All Saints Episcopal Church
5001 Crestline Road
Fort Worth, Texas 76107-3699

RE: Incorporation of All Saints' Episcopal School of Fort Worth

Dear Gentlemen:

This letter will evidence the consent of All Saints' Episcopal Day School, to permit All Saints' Episcopal Church to form a corporation under the Texas Non-Profit Corporation Act using the name All Saints' Episcopal School of Fort Worth.

ALL SAINTS' EPISCOPAL DAY SCHOOL
a Texas non-profit corporation

By: *Dorina M. Hallett*
Name: DORINA M. HALLETT
Title: DIRECTOR



EXHIBIT D-22

FILED
TARRANT COUNTY
9/29/2021 4:20 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 017-329379-21

ALL SAINTS' EPISCOPAL
CHURCH AND THE
CORPORATION OF THE
EPISCOPAL DIOCESE OF
FORT WORTH

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IN THE DISTRICT COURT

V.

TARRANT COUNTY, TEXAS

ALL SAINTS EPISCOPAL
CHURCH AFFILIATED
WITH THE EPISCOPAL
CHURCH IN NORTH
TEXAS AND ALL SAINTS
EPISCOPAL CHURCH,
A TEXAS NON-PROFIT
CORPORATION

____ JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION
AND APPLICATION FOR INJUNCTIVE RELIEF**

TO THIS HONORABLE COURT:

Plaintiffs All Saints' Episcopal Church affiliated with The Episcopal Diocese of Fort Worth and The Corporation of the Episcopal Diocese of Fort Worth file this suit against Defendants All Saints Episcopal Church affiliated with the Episcopal Church in North Texas and All Saints' Episcopal Church, a Texas Non-Profit Corporation.

Discovery-Control Plan

1.

Plaintiffs intend to conduct discovery under Level 3, which is Rule 190.4, Texas Rules of Civil Procedure.

Relief

2.

Plaintiffs seeks monetary relief over \$1,000,000.00 and non-monetary relief.

Parties

3.

All Saints' Episcopal Church, hereafter "All Saints," affiliated with The Episcopal Diocese of Fort Worth is an unincorporated association located in Tarrant County, Texas.

4.

The Corporation of the Episcopal Diocese of Fort Worth, hereafter "Diocesan Corporation," is a Texas Non-Profit Corporation located in Tarrant County, Texas.

5.

All Saints' Episcopal Church in Fort Worth, hereafter "TEC All Saints," affiliated with The Episcopal Church in North Texas, a/k/a All Saints,' The Episcopal Church in Fort Worth. is situated in Tarrant County Texas

76053 where service of process may be obtained on Christopher Jambor at 4936 Dexter Ave., Fort Worth, Texas 76107.

6.

All Saints' Episcopal Church corporation, hereafter "All Saints Corporation," is a Texas Non-Profit corporation situated in Tarrant County, Texas where service of process may be obtained on Christopher Jambor at 4936 Dexter Ave., Fort Worth, Texas 76107.

Facts

7.

Defendant All Saints Corporation was incorporated on March 30, 1953. See Exhibit "A" a certified copy of the Articles of Incorporation, which reveals "the members of the corporation shall be those who, from time to time, are the communicants of All Saints Episcopal Church of Fort Worth, Tarrant County, Texas, according to its Communicate rolls." These communicants are those of Plaintiff All Saints.

8.

Prior to 2008 there was only one All Saints' Episcopal Church affiliated with the annual Diocesan Convention of the Episcopal Diocese of Fort Worth. However,

in 2008 a schism occurred in All Saints when one faction disagreed with Plaintiff Diocesan Convention's vote to separate from The Episcopal Church.

9.

Litigation ensued in the 141st District Court of Tarrant County, Texas in 2009. The faction affiliated with Plaintiff Diocesan Convention of the Episcopal Diocese of Fort Worth continuing to call itself All Saints' Episcopal Church, which had been evicted from its church facilities at 5001 Crestline in Fort Worth by TEC All Saints, the faction aligned with The Episcopal Church, intervened with other parishes affiliated with Plaintiff Diocesan Convention. Subsequently TEC All Saints also intervened on the side of The Episcopal Church.

10.

On July 24, 2015, the 141st Judicial District Court of Tarrant County signed a final judgment that merged and superseded orders of March 2, 2015, and June 10, 2105, a true copy is attached as Exhibit "B," giving victory to The Episcopal Diocese of Fort Worth and those affiliated with Plaintiff Diocesan Convention, including Plaintiff All Saints. This judgment determined, in part, that Plaintiff All Saints is the faction entitled to use the name All Saints Episcopal Church and to possess all of the property the church owned at the time of the schism and to exercise the powers given to it by the formation documents of the All Saints' Episcopal Church Corporation.

11.

On June 28, 2021, following the completion of all appeals that sustained the judgment of the 141st District Court, the Court signed a Final Judgment *Nunc Pro Tunc* to correct certain legal descriptions of real property, which include Plaintiff All Saints and Plaintiff Diocesan Corporation, in the July 24, 2015, judgment. A true copy is attached as Exhibit “C.”

12.

On April 14, 2021, the 141st District Court signed an order to enforce its judgment stating that “Plaintiffs [including TEC All Saints aligned with the Episcopal Church in North Texas] are to immediately deliver, as required by the Final Judgment signed July 24, 2015, possession of all real and personal property.” A true copy is attached as Exhibit “D.”

13.

Defendant TEC All Saints and Defendant All Saints Corporation, who was not a party to the 141st judgment, claim to own or have the right to possess the real property (1) at 5005 Dexter Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, Lot 3 R, Block, an addition to the City of Fort Worth, Tarrant County, Texas, titled in the name of Plaintiff Diocesan Corporation, a true copy of the deed is attached as Exhibit “E,” (2) at 4939 Dexter

Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, Lot A, lock 25 First Filing, an addition to the City of Fort Worth, Tarrant County, Texas, titled in the name of All Saints Episcopal Church, a Texas Non Profit Corporation, a true copy of the deed is attached as Exhibit “F,” (3) at 4936 Dexter Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, part of lots 21, 22, 23, 24, Block 15 an addition to the City of Fort Worth, Tarrant County, Texas titled in the name All Saints Episcopal Church, a true copy of the deed is attached as Exhibit “G,” and (4) at 5001 Dexter Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, Lot 24, Block 15, an addition to the City of Fort Worth, Tarrant County, Texas titled in the name of All Saints Episcopal Church, a true copy of the deed is attached as Exhibit “H.”

14.

The properties described in the preceding paragraph were expressly not a subject of the litigation in the 141st District Court. No claim was made to the foregoing four properties because counsel for TEC represented to the Court that the foregoing properties were owned by the All-Saints Episcopal Church Corporation, who, as already noted, was not a party to that litigation.

15.

Notwithstanding the facts that the property at 5005 Dexter is titled in the name of Plaintiff Diocesan Corporation and the other properties are titled in the name of All Saints Episcopal Church, which is the either Plaintiff All Saints or the corporation whose members are the communicants of Plaintiff All Saints, TEC All Saints refuses to permit Plaintiffs to have possession of the real property described above. Thus, there is a *bona fide* dispute on who is entitled to own and possess the real property based on the deeds and the governing documents of All Saints Episcopal Church corporation.

16.

The names of Plaintiff All Saints' Episcopal Church and Defendant All Saints Episcopal Church or All Saints, the Episcopal Church in Fort Worth are confusingly similar and misleading to the public because of the locations of each are so close in geographical proximity to each other.

17.

The demand made by Plaintiff All Saints that TEC All Saints stop using the name "All Saints Episcopal Church" or any confusingly similar name, seals and other symbols has been refused.

Suit for Declaratory and Injunctive Relief

18.

Because there is a *bona fide* dispute of whether Plaintiffs and Defendants are the rightful owners of the disputed property based on the language in the deeds and the articles of incorporation of All Saints' Episcopal Church corporation a declaratory judgment is proper.

19.

Plaintiffs have suffered and will suffer irreparable injury because Defendants refuse to deliver possession of the properties that are legally theirs and they have no adequate legal remedy to gain possession of the properties, Plaintiffs are entitled to a mandatory injunction to require Defendants to surrender possession of these properties to Plaintiffs.

20.

Because the name of Plaintiff All Saints' Episcopal Church is confusingly similar with the names of Defendant All Saints' Episcopal Church or All Saints,' the Episcopal Church in Fort Worth, Plaintiff is entitled to a declaratory judgment on the names.

21.

Plaintiff All Saints' Episcopal Church has suffered and will suffer irreparable injury caused by Defendant All Saints' Episcopal Church a/k/a All Saints,' the Episcopal Church in Fort Worth for which there is no adequate remedy at law entitling Plaintiff All Saints a mandatory injunction that Defendant TEC All Saints cease using those names or any confusingly similar name.

Attorney's Fees

22.

Plaintiffs seek reasonable attorney's fees under Section 38.001(8) of the Texas Civil Practice & Remedies Code.

Conditions Precedent

23.

All conditions precedent to seeking declaratory and injunctive relief have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs All Saints' Episcopal Church and The Corporation for the Episcopal Diocese of Fort Worth pray that citation issue and be served on Defendants All Saints' Episcopal Church a/k/a All Saints,' the Episcopal Church in Fort Worth and All Saints' Episcopal Church corporation by serving Christopher Jambor at 4936 Dexter Ave., Fort Worth, Texas

76107; that after Defendants have appeared; that the Court declare that the deeds and language in the articles of incorporation of defendant corporation give ownership and possession to Plaintiffs; that denial of possession has and will cause irreparable harm to Plaintiffs entitling them to a mandatory injunction to transfer possession of the properties; that the names All Saints' Episcopal Church and All Saints,' the Episcopal Church in Fort Worth are confusingly similar that has caused and will cause irreparable harm to Plaintiff All Saints entitling it to a mandatory injunction that Defendant TEC All Saints cease using the name or any similarly confusing name; that Plaintiffs be awarded such damages as are proved by a preponderance of the evidence; that Plaintiffs recovery reasonable attorney's fees and costs and such other relief as they are entitled.

Respectfully submitted,

/s/ J. Shelby Sharpe

J. SHELBY SHARPE

SBN:18123000

utlawman@aol.com

SHARPE & RECTOR, P.C.

6100 Western Place, Suite 1000

Fort Worth, Texas 76107

Tel:817-338-4900/ Fax:817-332-6818

**ATTORNEY FOR PLAINTIFFS
ALL SAINTS EPISCOPAL
CHURCH AND THE
CORPORATION FOR THE
EPISCOPAL DIOCESE OF
FORT WORTH**

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared R. David Weaver, and after I administered the oath testified as follows:

My name is R. David Weaver. I have been lead counsel for the parishes, including All Saints Episcopal Church, affiliated with the annual convention of the Episcopal Diocese of Fort Worth throughout the litigation in the 141st District Court of Tarrant County. I have read the petition to which this verification is attached and verified the facts stated in the petition and application for injunctive relief. The facts are within my personal knowledge and are true and correct and the exhibits are true and correct copies of the originals.



R. David Weaver

SUBSCRIBED AND SWORN TO BEFORE ME _____

this 29th day of September 2021, to certify which witness my hand and official seal.





NOTARY PUBLIC in and for
the STATE OF TEXAS

EXHIBIT E

Patrick J. Neligan, Jr.
Texas State Bar No. 14866000
Douglas J. Buncher
Texas State Bar No. 03342700
John D. Gaither
Texas State Bar No. 24055516
NELIGAN LLP
325 N. St. Paul, Suite 3600
Dallas, Texas 75201
Telephone: (214) 840-5300
pneligan@neliganlaw.com
jgaither@neliganlaw.com

Counsel for the Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: § **CHAPTER 11**
§
ALL SAINTS EPISCOPAL CHURCH¹ § **CASE NO. 21-42461-elm11**
§
DEBTOR §

ALL SAINTS EPISCOPAL CHURCH, §
a Texas Non-Profit Corporation, §
§
Plaintiff, §
§
v. § **ADV. PRO. NO. 21-04082-ELM**
§
ALL SAINTS EPISCOPAL CHURCH, §
an Unincorporated Association in Union §
with the Episcopal Diocese of Fort §
Worth, and THE CORPORATION §
OF THE EPISCOPAL DIOCESE OF §
FORT WORTH, §
§
Defendants. §

**DECLARATION OF REV. LYNNE WALTMAN
IN SUPPORT OF DEBTOR’S MOTION FOR PARTIAL SUMMARY JUDGMENT**

¹ The last four digits of the Debtor’s tax identification number are 5880.

1. My name is Lynne Waltman. I am the Assisting Priest and Business Manager of All Saints Episcopal Church, a Texas non-profit corporation (the “Debtor”),² the debtor-in-possession in the above-captioned bankruptcy proceeding and the plaintiff in the above-captioned adversary proceeding. In this capacity, I am personally familiar with the Debtor’s corporate form and history, day-to-day operations, business and financial affairs, and books and records. I submit this declaration in support of the motion for partial summary judgment filed by the Debtor.

2. As of the Petition Date, the Debtor owned three categories of financial assets: (i) checking and money market accounts used in the Debtor’s operations; (ii) certificates of deposit and brokerage accounts that hold donated funds; and (iii) two endowment funds that hold the Debtor’s endowment assets (collectively, including the funds held in such accounts and trusts, the “Financial Assets”). The Financial Assets can be summarized as follows:³

Financial Institution	Account Type	Account Number	Approximate Balance as of Petition Date
Frost Bank	Checking	*4027	\$41,393.61
Frost Bank	Checking	*1898	\$84.30
Frost Bank	Checking	*7444	\$7,501.00
Frost Bank	Checking	*1815	\$57,093.52
Frost Bank	Checking	*8981	\$3,817.83
Frost Bank	Checking	*6625	\$118.63
Frost Bank	Checking	*5329	\$2,526.92
Frost Bank	Checking	*7647	\$2,686.88
Frost Brokerage	Money Market	*0053	\$146,784.55
Frost Bank	Certificate of Deposit	*0362	\$6,309.03
Bank of America	Checking	*7215	\$5,332.49
Pinnacle Bank	Checking	*1827	\$6,980.43
Pinnacle Bank	Certificate of Deposit	*0126	\$32,477.82
Pinnacle Bank	Certificate of Deposit	*0127	\$40,384.15
Wells Fargo Advisors	Brokerage	*0935	\$189,773.65
Wells Fargo Advisors	Brokerage	*8855	\$0.00
Frost Brokerage	Endowment Trust	*1900	\$652,253.30

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Debtor’s brief in support of its motion for partial summary judgment.

³ Accounts *7215, *1827, *8855 existed as of the Petition Date but have since been closed. The accounts are included in this list to avoid any uncertainty as to the ownership of the account as of the Petition Date. Each of these accounts was held under the Debtor’s name and EIN.

Wells Fargo Advisors	Endowment Trust	*2724	\$679,767.41
----------------------	-----------------	-------	--------------

3. The Debtor's bank accounts are maintained at Frost Bank. Each of the Debtor's bank accounts are held in the Debtor's name, under the Debtor's federal employer identification number, and pursuant to a corporate resolution authorizing the Debtor to maintain such accounts. The signature cards for Frost Bank account numbers *4027, *1898, *7444, *1815, *8981, *6625, *5329, *7647 reflecting that each account is (i) a "corporation" account, (ii) held under the Debtor's federal employer identification number ending in *5880, and (iii) opened and held pursuant to a resolution of the Debtor's board of directors are attached hereto as **Exhibit E-1**.⁴ Corporate resolutions reflecting that Frost Bank account *0053 was opened by the Debtor pursuant are attached hereto as **Exhibit E-2**. Aside from the fact that all of the foregoing accounts are held in the Debtor's name and under the Debtor's employer identification number, 100% of the funds in each of these accounts as of the Debtor's bankruptcy filing were generated by the Debtor well after the 2008 schism that led to the departure of a minority of the Debtor's members.

4. Likewise, the Debtor's certificates of deposit and brokerage accounts are held in the Debtor's name, under the Debtor's federal employer identification number, and pursuant to a corporate resolution authorizing the Debtor to open and maintain such accounts. The signature cards for CD account numbers *0362, *0126, and *0127 reflecting that each CD account is (i) a "corporation" account, (ii) held under the Debtor's federal employer identification number ending

⁴ For the avoidance of doubt, the All of the Financial Assets, including all Frost Bank accounts, were opened in the Debtor's name and under the Debtor's EIN and have always been owned and held in that capacity. In addition, from the date such accounts were opened they held assets owned by the Debtor were maintained and controlled by the Debtor's officers and Vestry in accordance with the Debtor's Bylaws. Prior to the Petition Date, the Debtor learned that Frost Bank had mistakenly labeled certain of the Debtor's accounts on the signature cards as "association/club" accounts. When I learned of this mistake, I contacted Frost Bank and clarified that the Debtor is a corporation and that the signature cards should be corrected. Such correction had no effect on the identity of the party that owned and controlled the accounts, which as noted were held under the Debtor's EIN since their inception.

in *5880, and (iii) with respect to account *0362, opened and held pursuant to a resolution of the Debtor's board of directors are attached hereto as **Exhibit E-3**.⁵

5. The Debtor also maintains two separate charitable endowments that contain donated funds. The first such fund, which the Debtor refers to internally as the "Permanent Fund," is a trust in which the Debtor holds a beneficial interest and which was created pursuant to a Trust Agreement, dated as of November 30, 1993, by and among the Debtor and Overton Bank and Trust (n/k/a Frost Bank), as trustee.⁶ A true and correct copy of the Permanent Fund Trust Agreement is attached hereto as **Exhibit E-4**. As of March 31, 2009, shortly prior to the institution of the litigation over the Diocesan Trust Property, the balance of the Permanent Fund was \$184,825.41. A true and correct copy of the April 2009 statement for the Permanent Fund is attached hereto as **Exhibit E-5**. The Permanent Endowment account is maintained at Frost Bank.

6. The Debtor's second endowment fund, known as the "New Endowment," was created pursuant to an agreement, dated as of April 1, 2004, and is now maintained and managed pursuant to the Agreement Creating the All Saints' Episcopal Church of Fort Worth Endowment Fund, dated as of August 26, 2008. A true and correct copy of the New Endowment agreement is attached hereto as **Exhibit E-6**. As of March 31, 2009, shortly prior to the institution of the litigation over the Diocesan Trust Property, the balance of the New Endowment was \$17,534.04. A true and correct copy of the April 2009 statement for the New Endowment is attached hereto as **Exhibit E-7**. The New Endowment account is maintained at Wells Fargo.⁷

7. The Debtor established and is the beneficiary of the Permanent Fund and created the New Endowment, which was funded with the Debtor's own assets. Indeed, the New

⁵ With respect to Pinnacle accounts *0126 and *0127, Pinnacle is the successor to Ridglea Bank.

⁶ Because the Permanent Fund is a trust, it has its own EIN ending in *3443.

⁷ The New Endowment was originally maintained at Frost but has since been moved to Wells Fargo.

Endowment agreement expressly recognizes the Debtor's status as a non-profit corporation and expressly recognizes the Debtor as having previously established the Permanent Fund. The interests in the two endowments are held by the Debtor and treated as assets of the Debtor.

8. The Debtor's officers and Vestry oversee and control the Financial Assets. Under the Debtor's organizational and governance documents, the Debtor's elected Treasurer maintains "custody of all [the Debtor's] funds and securities" and is responsible for keeping the books and records relating to the Financial Assets. The Treasurer is responsible for maintaining the Debtor's deposit accounts and disbursing funds subject to the oversight of the Debtor's Vestry. In practice, I oversee the day-to-day operations of the Debtor's bank accounts, subject to the oversight of the Vestry and the Treasurer, and the Debtor's Endowment Committee, which is appointed by the Vestry, oversee and controls the Debtor's two endowment funds. The Debtor's financial personnel and Vestry exercise control over the Financial Assets, and the Debtor's officers are the only signatories on the accounts related to the Financial Assets.

9. The overwhelming majority of the Debtor's Financial Assets constitute "restricted assets," meaning they are subject to legally enforceable restrictions requiring the use or disposition of such asset for a particular purpose. In other words, most of the Debtor's assets and funds were donated or contributed to the Debtor for a particular charitable purpose. Further, all of the Debtor's funds were donated to the Debtor for use in association with the Episcopal Church. As of the Debtor's bankruptcy filing, Date, the Debtor's unrestricted assets consisted of the Real Properties, cash in the amount of \$119,839, and funds in the New Endowment in the amount of \$27,215. The remainder of the Debtor's assets, including the remainder of the Financial Assets, constitute restricted funds.

10. With the exception of the April 2009 balances in the two endowment funds listed above, the Debtor spent all the funds it was holding as of April 2009 in the ordinary course of business and all funds that it is presently holding were received by the Debtor in the ordinary course of business after the schism. Among other things, the Debtor spent approximately \$600,000 to replace the HVAC system at the 5001 Crestline property that was eventually turned over to Defendants. All post-April 2009 revenue was generated by the Debtor in connection with its affiliation with the Episcopal Church. There was never any order from the State Court restricting or limiting the Debtor's ability to use its funds in the ordinary course of business.

11. I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 17, 2022

/s/ Mthr. Lynne Waltman
Mthr. Lynne Waltman

EXHIBIT E-1



Frost Bank

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH		ACCOUNT NUMBER: 609264027	
Debtor in Possession Case No. 21-42461-11-ELM OPERATING ACCOUNT		Product Name: Analyzed Checking CD Customer Number: ACCOUNT PURPOSE: Non Consumer	
Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		OWNERSHIP TYPE: Corporation	
Work Phone #: (817) 737-6426 Home Phone #: (817) 732-1424		DATE OPENED: DATE REVISED: 11/01/21	
Number of Signatures Required: 1 CIF Number: 0002300143		VERIFIED BY: OPENED/REVISED BY: CHEXSYSTEM Young, Crystal	
Special Instructions:			

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name RICHARD VARNELL, Treasurer
3x Name STEPHANIE BURK, Assistant Treasurer	4x Name GILMAN TRACY, Jr Warden

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: **75-0945880**

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual Date: _____

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Exp. Date: Issuance:
Signer #2: RICHARD VARNELL	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Exp. Date: Issuance:
Signer #3: STEPHANIE BURK	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Exp. Date: Issuance:
Signer #4: GILMAN TRACY	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Exp. Date: Issuance:

ACCOUNT NUMBER: 609264027

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card.

Depositor's Authorization Documents have not been filed.
DSMPF TX (Rev. 02/04) #7028E © Harland Financial Solutions, Inc. 2001,2004 All rights reserved.
To reorder, call Harland Financial Solutions at 877-505-8278.

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name <i>MOLLEE WESTFALL, Senior Warden</i>	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: MOLLEE WESTFALL **SSN:**

Street:

Address:

Employer: Occupation:
 DOB: Alternate ID: Exp. Date:
 DL/ID#: MMN: Issue Date: Issuance:

Signer #6: **SSN:**

Street:

Address:

Employer: Occupation:
 DOB: Alternate ID: Exp. Date:
 DL/ID#: MMN: Issue Date: Issuance:

Signer #7: **SSN:**

Street:

Address:

Employer: Occupation:
 DOB: Alternate ID: Exp. Date:
 DL/ID#: MMN: Issue Date: Issuance:

Signer #8: **SSN:**

Street:

Address:

Employer: Occupation:
 DOB: Alternate ID: Exp. Date:
 DL/ID#: MMN: Issue Date: Issuance:

Signer #9: **SSN:**

Street:

Address:

Employer: Occupation:
 DOB: Alternate ID: Exp. Date:
 DL/ID#: MMN: Issue Date: Issuance:

Signer #10: **SSN:**

Street:

Address:

Employer: Occupation:
 DOB: Alternate ID: Exp. Date:
 DL/ID#: MMN: Issue Date: Issuance:

Beneficiary/Payee Name and Address: **SSN:**

Sole Proprietorships:

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

ACCOUNT NUMBER: 609264027



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 OPERATING ACCOUNT

Financial Institution: Frost Bank
 Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

Account No: 609264027

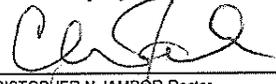
I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

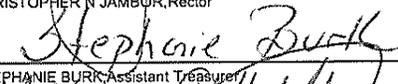
Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

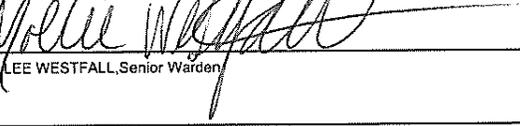
Assumed Name(s):	Filed With:	Date(s):

I **FURTHER CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
 CHRISTOPHER N JAMBOR, Rector

X 
 STEPHANIE BURK, Assistant Treasurer

X 
 MOLLEE WESTFALL, Senior Warden

X _____

X _____

X _____

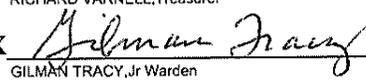
X _____

X _____

X _____

X _____

X 
 RICHARD VARNELL, Treasurer

X 
 GILMAN TRACY, Jr Warden

X _____

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

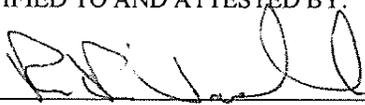
FURTHER RESOLVED,

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

CERTIFIED TO AND ATTESTED BY:

X 

*Secretary or Assistant Secretary

SEAL

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information		
Account Number: 609264027		Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH	Debtor in Possession Case No. 21-42461-11-ELM OPERATING ACCOUNT

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 4:29

Branch: Ridglea



Frost Bank

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH Debtor in Possession Case No. 21-42461-11-ELM PAYROLL ACCOUNT Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		ACCOUNT NUMBER: 600031898 Product Name: Analyzed Checking CD Customer Number: ACCOUNT PURPOSE: Non Consumer OWNERSHIP TYPE: Corporation DATE OPENED: _____ DATE REVISED: 11/01/21	
Work Phone #: (817) 737-6426	Home Phone #: (817) 732-1424	VERIFIED BY: CHEXSYSTEM	OPENED/REVISED BY: Young, Crystal
Number of Signatures Required: 1	CIF Number: 0002300143		
Special Instructions:			

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1X Name CHRISTOPHER N JAMBOR, Rector	2X Name RICHARD VARNELL, Treasurer
3X Name STEPHANIE BURK, Assistant Treasurer	4X Name GILMAN TRACY, Jr Warden

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: **75-0945880**

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual Date: _____

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance: Exp. Date:
Signer #2: RICHARD VARNELL Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance: Exp. Date:
Signer #3: STEPHANIE BURK Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance: Exp. Date:
Signer #4: GILMAN TRACY Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance: Exp. Date:

ACCOUNT NUMBER: 600031898

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card. Depositor's Authorization Documents have not been filed.

DSMPF TX (Rev. 02/04) #7028E © Harland Financial Solutions, Inc. 2001,2004 All rights reserved. To reorder, call Harland Financial Solutions at 877-505-8278.

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name MOLLEE WESTFALL, Senior Warden	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: MOLLEE WESTFALL **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #6: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #7: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #8: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #9: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #10: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Beneficiary/Payee Name and Address: **SSN:**

Sole Proprietorships:

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

ACCOUNT NUMBER: 600031898



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
Debtor in Possession
Case No. 21-42461-11-ELM
PAYROLL ACCOUNT

Financial Institution: Frost Bank
Ridglea
6115 Camp Bowie Blvd
Ft Worth, TX 76116

Account No: 600031898

I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

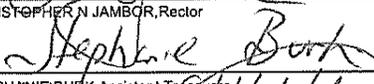
Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

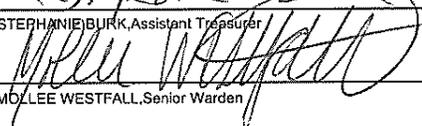
Assumed Name(s):	Filed With:	Date(s):

I **FURTHER CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
CHRISTOPHER N JAMBOR, Rector

X 
STEPHANIE BURK, Assistant Treasurer

X 
MOLLEE WESTFALL, Senior Warden

X _____

X _____

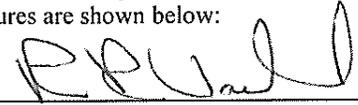
X _____

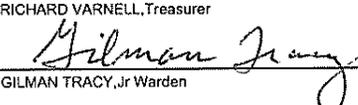
X _____

X _____

X _____

X _____

X 
RICHARD VARNELL, Treasurer

X 
GILMAN TRACY, Jr Warden

X _____

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

FURTHER RESOLVED,

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

SEAL

CERTIFIED TO AND ATTESTED BY:

X 

*Secretary or Assistant Secretary

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information	
Account Number: 600031898	Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH
	Debtor in Possession Case No. 21-42461-11-ELM PAYROLL ACCOUNT

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 4:32

Branch: Ridglea



Frost Bank

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH		ACCOUNT NUMBER: 608077444	
Debtor in Possession Case No. 21-42461-11-ELM ONLINE ACCOUNT		Product Name: Analyzed Checking	
Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		CD Customer Number:	
		ACCOUNT PURPOSE: Non Consumer	
		OWNERSHIP TYPE: Corporation	
Work Phone #: (817) 737-6426		DATE OPENED:	
Home Phone #: (817) 732-1424		DATE REVISED: 11/01/21	
Number of Signatures Required: 1		OPENED/REVISED BY: Young, Crystal	
CIF Number: 0002300143		VERIFIED BY: CHEXSYSTEM	
Special Instructions:			

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name RICHARD VARNELL, Treasurer
3x Name STEPHANIE BURK, Assistant Treasurer	4x Name GILMAN TRACY, Jr Warden

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: 75-0945880

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual: X [Signature] Date: _____

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:
Signer #2: RICHARD VARNELL	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:
Signer #3: STEPHANIE BURK	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:
Signer #4: GILMAN TRACY	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:

ACCOUNT NUMBER: 608077444

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card. Depositor's Authorization Documents have not been filed.

DSMPF TX (Rev. 02/04) #7028E. © Harland Financial Solutions, Inc. 2001,2004 All rights reserved. To reorder, call Harland Financial Solutions at 877-505-8278.

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name MOLLEE WESTFALL, Senior Warden	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: MOLLEE WESTFALL **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #6: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #7: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #8: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #9: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #10: **SSN:**

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Beneficiary/Payee Name and Address: **SSN:**

Sole Proprietorships:

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

ACCOUNT NUMBER: 608077444



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 ONLINE ACCOUNT

Financial Frost Bank
 Institution: Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

Account No: 608077444

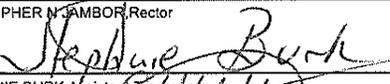
I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

I **FURTHER CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted: **RESOLVED**, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
 CHRISTOPHER N. JAMBOR, Rector

X 
 STEPHANIE BURK, Assistant Treasurer

X 
 MYLEE WESTFALL, Senior Warden

X _____

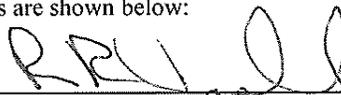
X _____

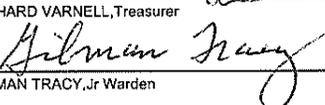
X _____

X _____

X _____

X _____

X 
 RICHARD VARNELL, Treasurer

X 
 GILMAN TRACY, Jr Warden

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

FURTHER RESOLVED,

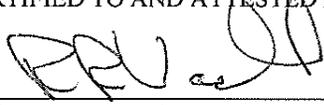
I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

SEAL

CERTIFIED TO AND ATTESTED BY:

X  _____
*Secretary or Assistant Secretary

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information	
Account Number: 608077444	Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH
Debtor in Possession Case No. 21-42461-11-ELM ONLINE ACCOUNT	

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 4:34

Branch: Ridglea

Frost Bank



ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH		ACCOUNT NUMBER: 608061815	
Debtor in Possession Case No. 21-42461-11-ELM THE RECTORS DISCRETIONARY FUND #2		Product Name: Analyzed Checking	
Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		CD Customer Number:	
		ACCOUNT PURPOSE: Non Consumer	
		OWNERSHIP TYPE: Corporation	
Work Phone #: (817) 737-6426		DATE OPENED:	
Home Phone #: (817) 732-1424		DATE REVISED: 11/01/21	
Number of Signatures Required: 1		OPENED/REVISED BY: Young, Crystal	
CIF Number: 0002300143		VERIFIED BY: CHEXSYSTEM	
Special Instructions:			

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name RICHARD VARNELL, Treasurer
3x Name	4x Name

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: 75-0945880

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual X [Signature] Date: _____

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR **SSN:** _____

Street: _____
Address: _____

Employer: _____ Occupation: _____
DOB: _____ Alternate ID: _____ Exp. Date: _____
DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #2: RICHARD VARNELL **SSN:** _____

Street: _____
Address: _____

Employer: _____ Occupation: _____
DOB: _____ Alternate ID: _____ Exp. Date: _____
DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #3: _____ **SSN:** _____

Street: _____
Address: _____

Employer: _____ Occupation: _____
DOB: _____ Alternate ID: _____ Exp. Date: _____
DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #4: _____ **SSN:** _____

Street: _____
Address: _____

Employer: _____ Occupation: _____
DOB: _____ Alternate ID: _____ Exp. Date: _____
DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card. Depositor's Authorization Documents have not been filed.

DSMPF TX (Rev. 02/04) #7028E. © Harland Financial Solutions, Inc. 2001, 2004 All rights reserved. To reorder, call Harland Financial Solutions at 877-505-8278.

ACCOUNT NUMBER: 608061815

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #6: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #7: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #8: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #9: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #10: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Beneficiary/Payee Name and Address: _____ **SSN:** _____

Sole Proprietorships: _____

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

ACCOUNT NUMBER: 608061815



CORPORATE BANKING RESOLUTIONS

(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 THE RECTORS DISCRETIONARY FUND #2

Financial Institution: Frost Bank
 Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

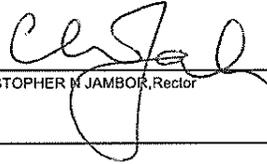
Account No: 608061815

I, the undersigned Secretary of the Corporation named above, HEREBY CERTIFY that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

I FURTHER CERTIFY that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted: **RESOLVED**, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
 CHRISTOPHER M. JAMBOR, Reclor

 X _____
 X _____
 X _____
 X _____
 X _____
 X _____
 X _____
 X _____
 X _____

X 
 RICHARD VARNELL, Treasurer

 X _____
 X _____
 X _____
 X _____
 X _____
 X _____
 X _____
 X _____
 X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

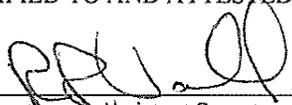
FURTHER RESOLVED,

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

CORPORATE

X 

*Secretary or Assistant Secretary

SEAL

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information		
Account Number: 608061815		Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH	Debtor in Possession Case No. 21-42461-11-ELM THE RECTORS DISCRETIONARY FUND #2

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 4:58

Branch: Ridglea

Frost Bank



ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH		ACCOUNT NUMBER: 630068981	
Debtor in Possession Case No. 21-42461-11-ELM		Product Name: Analyzed Checking	
THE RECTORS DISCRETIONARY ACCOUNT		CD Customer Number:	
Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		ACCOUNT PURPOSE: Non Consumer	
Work Phone #: (817) 737-6426		OWNERSHIP TYPE: Corporation	
Home Phone #: (817) 732-1424		DATE OPENED:	
Number of Signatures Required: 1		DATE REVISED: 11/01/21	
CIF Number: 0002300143		OPENED/REVISED BY: Young, Crystal	
Special Instructions:		VERIFIED BY: CHEXSYSTEM	

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name RICHARD VARNELL, Treasurer
3x Name	4x Name

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: **75-0945880**

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual X [Signature] Date: _____

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR SSN:

Street:

Address:

Employer: Occupation:

DOB: Alternate ID: Exp. Date:

DL/ID#: MMN: Issue Date: Issuance:

Signer #2: RICHARD VARNELL SSN:

Street:

Address:

Employer: Occupation:

DOB: Alternate ID: Exp. Date:

DL/ID#: MMN: Issue Date: Issuance:

Signer #3: SSN:

Street:

Address:

Employer: Occupation:

DOB: Alternate ID: Exp. Date:

DL/ID#: MMN: Issue Date: Issuance:

Signer #4: SSN:

Street:

Address:

Employer: Occupation:

DOB: Alternate ID: Exp. Date:

DL/ID#: MMN: Issue Date: Issuance:

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card. Depositor's Authorization Documents have not been filed.

DSMPF TX (Rev. 02/04) #7028E. © Harland Financial Solutions, Inc. 2001, 2004 All rights reserved. To reorder, call Harland Financial Solutions at 877-505-8278.

ACCOUNT NUMBER: 630068981

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

5x Name	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #6: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #7: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #8: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #9: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #10: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Beneficiary/Payee Name and Address: _____ **SSN:** _____

ACCOUNT NUMBER: 630068981

Sole Proprietorships: _____

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 THE RECTORS DISCRETIONARY ACCOUNT

Financial Institution: Frost Bank
 Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

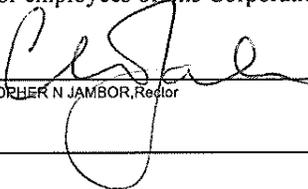
Account No: 630068981

I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107.

Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

I FURTHER CERTIFY that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted: **RESOLVED**, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
 CHRISTOPHER N JAMBOR, Rector

X _____

X _____

X _____

X _____

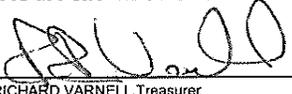
X _____

X _____

X _____

X _____

X _____

X 
 RICHARD VARNELL, Treasurer

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

FURTHER RESOLVED,

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

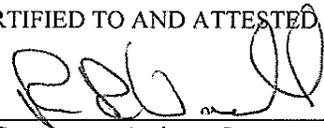
IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

SEAL

CERTIFIED TO AND ATTESTED BY:

X



*Secretary or Assistant Secretary

X

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information	
Account Number: 630068981	Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH Debtor in Possession Case No. 21-42461-11-ELM THE RECTORS DISCRETIONARY ACCOUNT

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 5:01

Branch: Ridglea



Frost Bank

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH Debtor in Possession Case No. 21-42461-11-ELM REV LYNNE WALTMAN BENEVOLENT FUND Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		ACCOUNT NUMBER: 608936625 Product Name: Analyzed Checking CD Customer Number: ACCOUNT PURPOSE: Non Consumer OWNERSHIP TYPE: Corporation DATE OPENED: _____ DATE REVISED: 11/01/21 OPENED/REVISED BY: Young, Crystal	
Work Phone #: (817) 737-6426	Home Phone #: (817) 732-1424		
Number of Signatures Required: 1	CIF Number: 0002300143	VERIFIED BY: CHEXSYSTEM	
Special Instructions:			

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name LYNNE M WALTMAN, Deacon
3x Name	4x Name

Each of the authorized Individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: **75-0945880**

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual Date: 11/5/2021

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance:
Signer #2: LYNNE M WALTMAN Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance:
Signer #3: Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance:
Signer #4: Street: Address: Employer: DOB: DL/ID#:	SSN: Occupation: Alternate ID: MMN: Issue Date: Issuance:

ACCOUNT NUMBER: 608936625

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card. Depositor's Authorization Documents have not been filed.
 DSMPF TX (Rev. 02/04) #7028E. © Harland Financial Solutions, Inc. 2001,2004 All rights reserved.
 To reorder, call Harland Financial Solutions at 877-505-8278.

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #6: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #7: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #8: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #9: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #10: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Beneficiary/Payee Name and Address: _____ **SSN:** _____

Sole Proprietorships: _____

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

ACCOUNT NUMBER: 608936625



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 REV LYNNE WALTMAN BENEVOLENT FUND

Financial Institution: Frost Bank
 Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

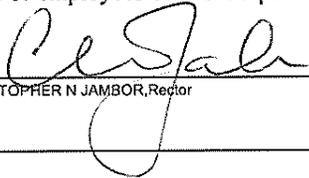
Account No: 608936625

I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

I **FURTHER CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted: **RESOLVED**, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
 CHRISTOPHER N JAMBOR, Rector

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X 
 LYNNE M WALTMAN, Deacon

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

FURTHER RESOLVED,

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

SEAL

CERTIFIED TO AND ATTESTED BY:

X  _____
*Secretary or Assistant Secretary

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information	
Account Number: 608936625	Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH Debtor in Possession Case No. 21-42461-11-ELM REV LYNNE WALTMAN BENEVOLENT FUND

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 5:11

Branch: Ridglea



Frost Bank

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH		ACCOUNT NUMBER: 650075329	
Debtor in Possession Case No. 21-42461-11-ELM BENEVOLENT FUND TWO		Product Name: Analyzed Checking CD Customer Number: ACCOUNT PURPOSE: Non Consumer	
Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		OWNERSHIP TYPE: Corporation	
Work Phone #: (817) 737-6426	Home Phone #: (817) 732-1424	DATE OPENED:	DATE REVISED: 11/01/21
Number of Signatures Required: 1	CIF Number: 0002300143	VERIFIED BY: CHEXSYSTEM	OPENED/REVISED BY: Young, Crystal
Special Instructions:			

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name MARY M HILL, ASSISTING PRIEST
3x Name	4x Name

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: **75-0945880**

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual X MARY M HILL Date: 11/16/21

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:
Signer #2: MARY M HILL	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:
Signer #3:	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:
Signer #4:	SSN:
Street:	
Address:	
Employer:	Occupation:
DOB:	Alternate ID:
DL/ID#:	MMN: Issue Date: Issuance:

ACCOUNT NUMBER: 650075329

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card. Depositor's Authorization Documents have not been filed.

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Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #6: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #7: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #8: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #9: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #10: _____ **SSN:** _____

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Beneficiary/Payee Name and Address: _____ **SSN:** _____

Sole Proprietorships: _____

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

ACCOUNT NUMBER: 650075329



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 BENEVOLENT FUND TWO

Financial Frost Bank
 Institution: Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

Account No: 650075329

I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

I **FURTHER CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted: **RESOLVED**, that the Financial Institution named above at any one of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
 CHRISTOPHER N JAMBOR, Rector

X _____

X _____

X _____

X _____

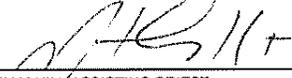
X _____

X _____

X _____

X _____

X _____

X 
 MARY M HILL, ASSISTING PRIEST

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

FURTHER RESOLVED,

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

SEAL

CERTIFIED TO AND ATTESTED BY:

X  _____
*Secretary or Assistant Secretary

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information	
Account Number: 650075329	Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH
	Debtor in Possession Case No. 21-42461-11-ELM BENEVOLENT FUND TWO

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 5:21

Branch: Ridglea



Frost Bank

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH		ACCOUNT NUMBER: 630017647	
Debtor in Possession Case No. 21-42461-11-ELM CUB SCOUT PACK 556		Product Name: Analyzed Checking CD Customer Number: ACCOUNT PURPOSE: Non Consumer	
Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		OWNERSHIP TYPE: Corporation	
Work Phone #: (817) 737-6426 Home Phone #: (817) 732-1424		DATE OPENED: DATE REVISED: 11/01/21	
Number of Signatures Required: 1 CIF Number: 0002300143		OPENED/REVISED BY: Young, Crystal	
Special Instructions:		VERIFIED BY: CHEXSYSTEM	

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name RICHARD VARNELL, Treasurer
3x Name	4x Name

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: **75-0945880**

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual _____ Date: _____

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #2: RICHARD VARNELL SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #3: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #4: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

ACCOUNT NUMBER: 630017647

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card. Depositor's Authorization Documents have not been filed.
DSMPF TX (Rev. 02/04) #7028E, © Harland Financial Solutions, Inc. 2001,2004 All rights reserved.
To reorder, call Harland Financial Solutions at 877-505-8278.

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name	6x Name
7x Name	8x Name
9x Name	10x Name

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #6: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #7: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #8: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #9: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Signer #10: _____ **SSN:** _____

Street:
Address:

Employer: _____ Occupation: _____
 DOB: _____ Alternate ID: _____ Exp. Date: _____
 DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____

Beneficiary/Payee Name and Address: _____ **SSN:** _____

Sole Proprietorships: _____

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

ACCOUNT NUMBER: 630017647



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 CUB SCOUT PACK 556

Financial Institution: Frost Bank
 Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

Account No: 630017647

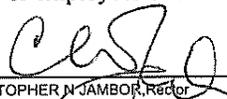
I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

I **FURTHER CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X 
 CHRISTOPHER N. JAMBOR, Director

X _____

X _____

X _____

X _____

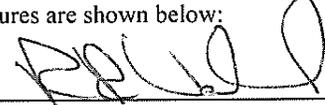
X _____

X _____

X _____

X _____

X _____

X 
 RICHARD VARNELL, Treasurer

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

FURTHER RESOLVED,

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

SEAL

CERTIFIED TO AND ATTESTED BY:

X



*Secretary or Assistant Secretary

X

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information	
Account Number: 630017647	Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH
	Debtor in Possession Case No. 21-42461-11-ELM CUB SCOUT PACK 556

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 5:14

Branch: Ridglea

ACCOUNT AGREEMENT

Pinnacle Bank
 3325 FAIRFIELD AVE
 FORT WORTH, TX 76116-5503

Account Number: 4901011827

Account Owner(s) Name & Address
 ALL SAINTS EPISCOPAL CHURCH

OPERATING ACCOUNT
 5001 CRESTLINE RD
 FORT WORTH TX 76107-3663

COPY

Agreement Date: 05/28/2020 By: BRANDIE WHITEHILL

- EXISTING Account - This agreement replaces previous agreement(s).
- This is a Temporary account agreement.

Account Description: PinnCheck Commercial Analysis

Checking Savings NOW _____
 Initial Deposit \$ 518523.00 Source: _____

Ownership of Account - CONSUMER Purpose

- The types of accounts provided by Texas law have been disclosed on the separate Single-Party or Multiple-Party Account Selection Form Notice (Selection Form Notice), on which the undersigned have initialed to designate the ownership type selected. The undersigned acknowledge(s) receipt of a copy of the completed Selection Form Notice.
- _____

Ownership of Account - BUSINESS Purpose

- Sole Proprietorship Single-Member LLC Partnership
- LLC (LLC tax classification: C Corp S Corp Partnership)
- C Corporation S Corporation Non-Profit
- Corporation

Business: _____

Additional Information: Refer to Sig Addendum for Additional Signatures

Emergency Contact Name:
 Emergency Contact Phone:
 Emergency Contact Information:

Beneficiary (if applicable): --

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [Signature]
ALL SAINTS EPISCOPAL CHURCH

I.D. # 750945880 D.O.B. _____

(2): [Signature]
STEPHANIE BURK

I.D. # 466137101 D.O.B. 07/24/1959

(3): [Signature]
RICHARD VARNELL

I.D. # 453626922 D.O.B. 03/23/1942

(4): [Signature]
LYNNE MARIE WALTMAN

I.D. # 359407158 D.O.B. 07/04/1952

The person(s) named below are Convenience Signers only (not owners)

[Signature]
CHRISTOPHER JAMBOR

I.D. # _____ Other _____

[Signature]
MOLLEE WESTFALL

I.D. # 452519149 Other _____

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

By signing at right, I, LYNNE WALTMAN, certify under penalties of perjury that the statements made in this section are true.

TIN: 750945880 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

CORPORATE AUTHORIZATION RESOLUTION

PINNACLE BANK

BY: ALL SAINTS EPISCOPAL CHURCH

5001 CRESTLINE RD

FORT WORTH TX 76107-3663

COPY

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, CHRISTOPHER JAMBOR, TEXAS, certify that I am Secretary (clerk) of the above named corporation organized under the laws of TEXAS, Federal Employer I.D. Number 750945880, engaged in business under the trade name of

ALL SAINTS EPISCOPAL CHURCH, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 05/28/2020 (date).

These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>STEPHANIE BURK ASSISTANT TREASURER</u>	X <u>[Signature]</u> X	
B. <u>RICHARD VARNELL TREASURER</u>	X <u>[Signature]</u> X	
C. <u>LYNNE MARIE WALTMAN BUSINESS MANAGER</u>	X <u>[Signature]</u> X	
D. <u>GILMAN TRACY JUNIOR WARDEN</u>	X <u>[Signature]</u> X	
E. <u>CHRISTOPHER JAMBOR THE REV</u>	X <u>[Signature]</u> X	
F. <u>MOLLEE WESTFALL SENIOR WARDEN</u>	X <u>[Signature]</u> X	

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.) Unless indicated to the contrary any one signature can exercise any power specifically delegated to that person.

Indicate Authorized People Above	Description of Power	If more than one signature required indicated number of signatures required and which one for each power
<u>CEF</u>	(1) Exercise all of the powers listed in this resolution.	
	(2) Open any deposit or share account(s) in the name of the Corporation.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
<u>N/A</u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	<u>N/A</u>
<u>N/A</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	<u>N/A</u>
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
<u>ABD</u>	(7) Authorize other individuals to endorse any orders for the payment of money or otherwise withdraw or transfer funds on deposit with this institution. Such authorization of other individuals must be in writing on this Institution's approved form.	
	(8) Enter into contracts for bank services including but not limited to wire transfers, ACH, Remote Deposit, Overdraft Protection, and any other service offered by the bank.	
	(9) Other _____	

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the Seal of the Corporation on _____ (date).

Attest by One Other Officer

Secretary

EXHIBIT E-2



Frost Brokerage Services

COPY

CORPORATION ACCOUNT

(SECURITY CASH ACCOUNTS ONLY-LIMITED AUTHORITY)

The undersigned Corporation, by Robert W. Bosworth, Jr. its President, pursuant to the resolutions, a copy of which, certified by the Secretary, is annexed hereto, hereby authorizes you to open an account in the name of said Corporation; and the undersigned represents that no one other than the undersigned has any interest in such account. The undersigned also encloses herewith your Customer's Agreement executed on behalf of the Corporation. This authorization shall continue in force until revoked by the undersigned Corporation by a written notice, addressed to you and delivered at P.O. Box 2538, San Antonio, Texas 78299.

Dated, February 6, 2001

Fort Worth
(City)

Texas
(State)

Very truly yours,

All Saints' Episcopal Church

By *R. W. Bosworth, Jr.*
President

I, A.Z. Rowland, Jr., being the Secretary of All Saints' Episcopal Church

_____ hereby certify that the annexed resolutions were duly adopted at a meeting of the Board of Directors of said Corporation, duly held on the 23 day of January, 2001 at which a quorum of said Board of Directors was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his name:

R. W. Bosworth, Jr. President/
Rector

A. Z. Rowland, Jr. Treasurer

Maureen Y. [unclear] Vice President/
Senior Warden

A. Z. Rowland, Jr. Secretary

Philip M. Rowland Junior Warden

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand this 13th day of February, 19 2001.

A. Z. Rowland, Jr.
Secretary



Frost Brokerage Services

CORPORATION ACCOUNT

(SECURITY CASH ACCOUNTS ONLY-LIMITED AUTHORITY)

The undersigned Corporation, by BOBBY P. WEED its President, pursuant to the resolutions, a copy of which, certified by the Secretary, is annexed hereto, hereby authorizes you to open an account in the name of said Corporation; and the undersigned represents that no one other than the undersigned has any interest in such account. The undersigned also encloses herewith your Customer's Agreement executed on behalf of the Corporation. This authorization shall continue in force until revoked by the undersigned Corporation by a written notice, addressed to you and delivered at P.O. Box 2538, San Antonio, Texas 78299.

Dated, April 27, 1999
Fort Worth Texas
(City) (State)

Very truly yours,

By Bobby P. Weed
President

I, A.Z. ROWLAND, JR., being the Secretary of All Saints' Episcopal Church, hereby certify that the annexed resolutions were duly adopted at a meeting of the Board of Directors of said Corporation, duly held on the April 27, 1999 day of, at which a quorum of said Board of Directors was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his name:

Bobby P. Weed, President J. Douglas Sanders, Treasurer
Constance F. Lefler, Vice President A.Z. Rowland, Jr., Secretary

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand this 27th day of April, 19 99.

A.Z. Rowland, Jr.
Secretary

ACCOUNT CARRIED WITH NATIONAL FINANCIAL SERVICES CORPORATION

EXHIBIT E-3

Certificate of Deposit

Date Opened: 02/28/05 Number: 200200126
 Account Number: 200200126

13 Month CD NP Special

Amount of Deposit: ***Thirty two thousand and no/100*** \$ 32,000.00

This Time Deposit is Issued to
 ALL SAINTS EPISCOPAL CHURCH
 5001 CRESTLINE RD
 FORT WORTH, TX 761073663

Issuer
 Ridglea Bank
 3325 Fairfield Ave
 FORT WORTH, TX 76116

Not Negotiable - Not Transferable - Additional terms are below.

By [Signature]

Account features - These are some basic features of your account. Your separate account disclosure contains more detailed information about these and other account features.

RATE - The interest rate on this account is 3.000%. You will be paid this rate until next maturity.

CREDITING, COMPOUNDING - Interest will be credited quarterly. Interest will be compounded quarterly.

TIME REQUIREMENTS - Your account has a term of 13 month(s). Your account matures on March 28, 2006.

AUTOMATICALLY RENEWABLE - Your account automatically renews at maturity. Each renewal term will be the same as the original term. The interest rate will be the rate we offer on new certificates on the maturity date which have the same features as the renewed certificate. You will have a grace period of ten calendar day(s) after maturity to withdraw without penalty. You may prevent renewal if you withdraw the funds at maturity or we receive advance written notice.

EARLY WITHDRAWAL PENALTY - The penalty we may impose will equal three months interest on the amount withdrawn subject to penalty. Some exceptions may apply.

INTEREST COMPUTATION - Interest will be calculated using the daily balance method.

DEPOSIT LIMITS - You may not make additional deposits to the account before maturity.

WITHDRAWAL LIMITS - You may not make withdrawals of principal before maturity. You can only withdraw credited interest before maturity by arranging for periodic payments. You can withdraw credited interest anytime during the term.

COPY

OWNERSHIP: Corporation (nonprofit) (Terms, Page 2.)

The undersigned agree to the terms of, and acknowledge receipt of, the completed original copy of pages 1 and 2 of this form and the following policy disclosure(s): Account Terms

[X] [Signature]
 RICHARD VARNELL
 I.D. # 453-62-6923 B.O.B. 8/23/42

[]
 I.D. # _____ D.O.B. _____

[X]
 I.D. # _____ D.O.B. _____

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 75-0945880

TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE - I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

[Signature] (Date) 3/28/05

Number of endorsements required for withdrawal 1

ENDORSEMENTS - SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X _____
 X _____
 X _____

ADDITIONAL ACCOUNT TERMS

DEFINITIONS: "We," "our," "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate as well as the deposit evidences.

TRANSFER: "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (Automatically renewable accounts mature at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when requesting a withdrawal or transfer.

This account is void if the initial deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If any permitted deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law. If any notice is necessary, you agree that the notice is sufficient if we mail it to the address listed on page one. You must notify us of any change.

ADDITIONS: If we allow additional deposits, we will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

WITHDRAWALS AND TRANSFERS: Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one on the line bearing the title "Number of endorsements" This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

FOR ACCOUNTS THAT AUTOMATICALLY RENEW: Interest earned during one term that is not withdrawn is added to principal for the renewal term. The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the rate will be.

BUSINESS ACCOUNTS: Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

SETOFF: We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off,

including any balance the due date for which we properly accelerate under the note. This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

APPY

Certificate of Deposit

Date Opened: 02/28/05 Number: 200200127
 Account Number: 200200127

13 Month CD NP Special

Amount of Deposit: ***Thirty nine thousand seven hundred ninety and no/100*** \$ 39,790.00

This Time Deposit is Issued to
 ALL SAINTS EPISCOPAL CHURCH
 5001 CRESTLINE RD
 FORT WORTH, TX 761073663

Issuer
 Ridglea Bank
 3325 Fairfield Ave
 FORT WORTH, TX 76116

Not Negotiable - Not Transferable - Additional terms are below.

By *Barbara Brooks*

Account features - These are some basic features of your account. Your separate account disclosure contains more detailed information about these and other account features.

RATE - The interest rate on this account is 3.000%. You will be paid this rate until next maturity.

CREDITING, COMPOUNDING - Interest will be credited quarterly. Interest will be compounded quarterly.

TIME REQUIREMENTS - Your account has a term of 13 month(s). Your account matures on March 28, 2006.

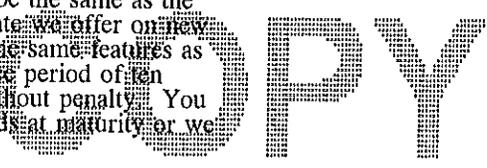
AUTOMATICALLY RENEWABLE - Your account automatically renews at maturity. Each renewal term will be the same as the original term. The interest rate will be the rate we offer on new certificates on the maturity date which have the same features as the renewed certificate. You will have a grace period of ten calendar day(s) after maturity to withdraw without penalty. You may prevent renewal if you withdraw the funds at maturity or we receive advance written notice.

EARLY WITHDRAWAL PENALTY - The penalty we may impose will equal three months interest on the amount withdrawn subject to penalty. Some exceptions may apply.

INTEREST COMPUTATION - Interest will be calculated using the daily balance method.

DEPOSIT LIMITS - You may not make additional deposits to the account before maturity.

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OWNERSHIP: Corporation (nonprofit) (Terms, Page 2.)

The undersigned agree to the terms of, and acknowledge receipt of, the completed original copy of pages 1 and 2 of this form and the following policy disclosure(s): Account Terms.

[*Richard Varnell*]
 RICHARD VARNELL

I.D. # 452-62-6922D O.B. 3/23/42

[X]

I.D. # _____ D.O.B. _____

[X]

I.D. # _____ D.O.B. _____

VO4.10

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 75-0945880

TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

Richard Varnell (Date) 2/28/05

Number of endorsements required for withdrawal 1

ENDORSEMENTS · SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X _____
 X _____
 X _____

APP. 362

READ PAGE TWO FOR ADDITIONAL TERMS

ADDITIONAL ACCOUNT TERMS

DEFINITIONS: "We," "our," "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate as well as the deposit it evidences.

TRANSFER: "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (Automatically renewable accounts mature at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when requesting a withdrawal or transfer.

This account is void if the initial deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If any permitted deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law. If any notice is necessary, you agree that the notice is sufficient if we mail it to the address listed on page one. You must notify us of any change.

ADDITIONS: If we allow additional deposits, we will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

WITHDRAWALS AND TRANSFERS: Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one on the line bearing the title "Number of endorsements . . ." This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

FOR ACCOUNTS THAT AUTOMATICALLY RENEW: Interest earned during one term that is not withdrawn is added to principal for the renewal term. The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the rate will be.

BUSINESS ACCOUNTS: Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

SETOFF: We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off,

including any balance the due date for which we properly accelerate under the note. This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

COPY



Frost Bank

Account Holder Names: ALL SAINTS EPISCOPAL CHURCH Debtor in Possession Case No. 21-42461-11-ELM FLOWER ALTAR GUILD Mailing Address: PO BOX 100609 FORT WORTH, TX 76185		ACCOUNT NUMBER: 20000362 Product Name: 12 Month Consumer CD Customer Number: 630000362 ACCOUNT PURPOSE: Non Consumer OWNERSHIP TYPE: Corporation DATE OPENED: _____ DATE REVISED: 11/01/21	
Work Phone #: (817) 737-6426	Home Phone #: (817) 732-1424	VERIFIED BY: CHEXSYSTEM	OPENED/REVISED BY: Young, Crystal
Number of Signatures Required: 1	CIF Number: 0002300143	Special Instructions:	

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

1x Name CHRISTOPHER N JAMBOR, Rector	2x Name RICHARD VARNELL, Treasurer
3x Name MOLLEE WESTFALL, Senior Warden	4x _____ Name _____

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting SSN/TIN: **75-0945880**

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box): The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding.

Signature of Authorized Individual Date: _____

For instructions, see Internal Revenue Service Form W-9 that is available at the financial institution.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #1: CHRISTOPHER N JAMBOR Street: _____ Address: _____ Employer: _____ Occupation: _____ DOB: _____ Alternate ID: _____ Exp. Date: _____ DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____	SSN: _____
Signer #2: RICHARD VARNELL Street: _____ Address: _____ Employer: _____ Occupation: _____ DOB: _____ Alternate ID: _____ Exp. Date: _____ DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____	SSN: _____
Signer #3: MOLLEE WESTFALL Street: _____ Address: _____ Employer: _____ Occupation: _____ DOB: _____ Alternate ID: _____ Exp. Date: _____ DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____	SSN: _____
Signer #4: Street: _____ Address: _____ Employer: _____ Occupation: _____ DOB: _____ Alternate ID: _____ Exp. Date: _____ DL/ID#: _____ MMN: _____ Issue Date: _____ Issuance: _____	SSN: _____

ACCOUNT NUMBER: 20000362

NOTE: There may be only one Custodian for an account under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card.

Depositor's Authorization Documents have not been filed.
 DSMPF TX (Rev. 02/04) #7028E. © Harland Financial Solutions, Inc. 2001,2004 All rights reserved.
 To reorder, call Harland Financial Solutions at 877-505-8278.

Signatures of Authorized Individuals. This Agreement is subject to all terms on reverse.

5x Name	6x Name
7x Name	8x Name
9x Name	10x Name

ACCOUNT HOLDER NAMES: ALL SAINTS EPISCOPAL CHURCH

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Signer #5: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #6: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #7: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #8: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #9: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Signer #10: SSN:

Street:
Address:

Employer: Occupation:
DOB: Alternate ID: Exp. Date:
DL/ID#: MMN: Issue Date: Issuance:

Beneficiary/Payee Name and Address: SSN:

ACCOUNT NUMBER: 20000362

Sole Proprietorships:

Physical Address of Business (if other than mailing address):

Owner's Address (if other than mailing address):

Owner's Personal ID Number (issued by Department of Public Safety):



CORPORATE BANKING RESOLUTIONS
(for Deposit Accounts)

Depositor: ALL SAINTS EPISCOPAL CHURCH
 Debtor in Possession
 Case No. 21-42461-11-ELM
 FLOWER ALTAR GUILD

Financial Institution: Frost Bank
 Ridglea
 6115 Camp Bowie Blvd
 Ft Worth, TX 76116

Account No: 20000362

I, the undersigned Secretary of the Corporation named above, **HEREBY CERTIFY** that the corporation is organized and existing under and by virtue of the laws of the state in which it is incorporated, for profit not for profit with its principal office at: 4936 DEXTER AVE, FORT WORTH, TX 76107

Account Holder: The Corporation named above is the complete and correct legal name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Corporation does business. The Corporation has filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

I **FURTHER CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held in accordance with the bylaws of the Corporation, at which a quorum was present and voting, the following resolutions were adopted: **RESOLVED**, that the Financial Institution named above at any one of more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders of the payment of monies bearing the following appropriate number of signatures: Any 1 of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below.

X 
 CHRISTOPHER N. JAMBOR, Secretary

X 
 MOLLEE WESTFALL, Senior Warden

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X 
 RICHARD VARNELL, Treasurer

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

CORPORATE BANKING RESOLUTION (for Deposit Accounts)
(Continued)

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in these Corporate Banking Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

FURTHER RESOLVED,

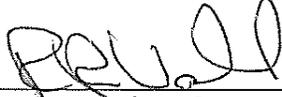
I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Corporate Banking Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever; and that all of the information contained in these Corporate Banking Resolutions, including but not limited to, information regarding the Account Holder Corporation and its members, managers, officers and Agents, is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, and attest that the signatures set opposite the names listed above are their genuine signatures.

CORPORATE

SEAL

CERTIFIED TO AND ATTESTED BY:

X  _____
*Secretary or Assistant Secretary

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing Corporate Banking Resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.



Cullen/Frost Bankers, Inc.

FORWARD TO CIF

SIGNATURE CARD CHANGES
BUSINESS

Account Information		
Account Number: 20000362		Update Signature(s)? No
Current Styling: ALL SAINTS EPISCOPAL CHURCH	New Styling: ALL SAINTS EPISCOPAL CHURCH	
	Debtor in Possession Case No. 21-42461-11-ELM FLOWER ALTAR GUILD	

Name Change	Reason
From: ALL SAINTS EPISCOPAL CHURCH	Legal Name Change
To: Debtor in Possession	

Business Change of Signer(s)	Number of Signature Required:
ADD:	DELETE:

A new signature card has been completed and is attached.

Comment:

Accepted by: Young, Crystal
Date/Time: 11/01/2021 5:18

Branch: Ridglea

EXHIBIT E-4

TRUST AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST AGREEMENT made by and between ALL SAINTS EPISCOPAL CHURCH, of Fort Worth, Texas, herein called "Church," acting by and through its Rector, Wardens, and Vestry, and OVERTON BANK AND TRUST, Fort Worth, Texas, herein called "Trustee."

WITNESSETH:

WHEREAS, the Church has accumulated funds and received gifts and bequests specifically for the creation of a permanent fund to safeguard the Church's financial condition in future years; and

WHEREAS, to that end the Church desires that such funds be placed in a permanent trust, the principal of which will not be used for the regular and usual financial needs of the Church except as herein provided; and

WHEREAS, it is contemplated that in the future the corpus of such permanent trust may be supplemented by additional funds or property from the Church or by gift or bequest from its parishioners or friends;

NOW THEREFORE, the Church, acting herein by and through its Rector, Wardens, and Vestry, for and in consideration of the sum of Ten Dollars (\$10) in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and assigned, and by these presents does grant, bargain, sell, transfer and assign to said Trustee, the sum of thirty thousand four hundred forty eight and ¹²/₁₀₀ (\$30,448.12) in cash, to be held, managed, paid out and distributed by the Trustee on the following terms and conditions and for the following uses and purposes:

1. This Trust shall be known as the "Permanent Fund of All Saints Episcopal Church of Fort Worth, Texas."

2. This Trust is for the sole and exclusive benefit of All Saints Episcopal Church of Fort Worth, Texas, and neither the principal nor any of the income shall be used for any other purpose. Subject only to the provisions of paragraphs 7 and 8 hereof, this Trust shall be irrevocable. This Trust may not be altered, modified or amended in any way that would change the purpose of the Trust as

set out in this paragraph or the provisions for distribution of income or corpus as set out in paragraphs 7 and 8.

3. The Trustee shall have all of the powers given to trustees under the terms of the Texas Trust Code as it now exists or as it may hereafter be amended, and in managing the trust properties shall exercise the judgment and care under the circumstances then prevailing which persons ordinary prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income form as well as the probable increase in value and the safety of their capital.

4. There is hereby created an Advisory Committee consisting of four members of the Church chosen and appointed by the Vestry, with two such members replaced each year, and no member serving more than two years. Any member previously having served on this committee can be reappointed after having been off this committee for at least one year. The Treasurer of the Church will be a voting member of this committee and will serve as its Chairman. This person may not serve on the committee in any capacity for more than three consecutive years. The Rector of the Church will serve as a nonvoting advisor to this committee. This committee shall consult and advise with the Trustee regarding all important matters affecting the Permanent Trust Fund herein established. The Trustee shall not be required to obtain the approval of the Advisory Committee as to the specific selection of securities for sale or purchase, but shall consult the Advisory Committee with respect to general investment policy. Direction or approval of the Advisory Committee may be given by a majority vote of the members at a meeting or by an appropriate written statement filed with the Trustee and signed by the Chairman of the Committee, as evidencing a majority vote of the members with or without a meeting. For all actions taken in accordance with the directions or approval of a majority of the members of the Advisory Committee, the Trustee shall have full and complete acquittance. No party dealing with the Trustee shall be required to ascertain whether or not the direction or approval of the Advisory Committee has been obtained and the Trustee may be dealt with as having full and complete independent

power and authority. The Advisory Committee shall not be liable for any direction or advice given to the Trustee, when given in good faith, even if such direction or advice would in hindsight constitute ordinary negligence.

5. The accounting period of this Trust shall end on September 30th each year.

6. It is contemplated that additional transfers, either of cash or other properties, may from time to time be made to the Trustee, either by the church or by other persons, to add to the trust estate hereby created, and the Trustee is expressly authorized to accept any such transfers to the trust estate on the same terms and conditions as set forth in this instrument, and to administer any property so received as a part of this Trust.

7. Within forty-five (45) days after the close of each accounting period, the Trustee shall render to the Church a complete statement showing the condition of the Trust and the result of all its transactions with respect thereto since the last preceding statement. Such statement shall disclose the income (less expenses and fees of the Trustee) generated by the Permanent Trust Fund during the accounting period. Until the corpus of this account reaches One Hundred Thousand Dollars (\$100,000), all earned income and appreciation will be added to the corpus. Until such time as the corpus in this account amounts to Two Hundred Fifty Thousand (\$250,000), only fifty percent (50%) of the earned income will be distributed to the church. After the corpus in this account is in excess of Two Hundred Fifty Thousand Dollars (\$250,000), but until it is Five Hundred Thousand Dollars (\$500,000), seventy-five percent (75%) of the earned income will be distributed to the church and twenty-five percent (25%) of the earned income will be added to the corpus. Once the corpus in this account reaches Five Hundred Thousand (\$500,000), and from then on, ten percent (10%) of the earned income will be added to the corpus in the account and ninety percent (90%) of the earned income will be distributed to the church. The amount of earned income remaining, after the deduction for the sum added to the corpus each year, shall be classified as net income and shall be subject to further provisions of this paragraph 7. Within sixty (60) days after the receipt of each annual statement, the Church by action approved by a majority of its

Vestry, at a meeting of said Vestry duly and legally held, may request that all or a part of the allowable net income of the Trust for the preceding accounting year be paid over to the Church for use by the Church without further restrictions; provided, however, that the Church in considering the use of such net income shall be guided by the following general guidelines; to wit: allowable net income shall be first used by the Church, including staff, salaries and expenses, and building maintenance; second, for general use within the parish itself; third, for general use within the Diocese of Fort Worth; and fourth, for general use outside the Diocese of Fort Worth. Any income so requested to be paid over to the Church shall be distributed to the Church as soon as is practicable. Any net income not so requested within the period specified shall then be added to the corpus of the Trust and shall not thereafter be available for distribution except under the terms and restrictions applicable to the use and disbursement of the corpus of the Trust as hereinafter specified.

8. No part of the corpus of the Trust shall be distributed to the Church for fifty (50) years from the date hereof. Thereafter, the Trustee shall distribute to the Church such portions of the corpus of the Trust as it may be requested to distribute in the following manner; that is, no request for distribution shall be made until the amount and time of the distribution are approved by a three-fourths (3/4) vote of all of the Vestry at a regular meeting duly and legally held, and this action is approved at the two succeeding, regular annual parish meetings of the Church held in two (2) consecutive calendar years at least one (1) year apart. When any such request is so made, it shall be complied with as expeditiously as can be done without sacrifice of the assets then in the Trust.

9. All requests by the Church for distribution of income under the provisions of paragraph 7 hereof shall be in writing and signed by the Chairman of this Committee and Senior Warden of the Church, accompanied by a copy of the minutes of the meeting of the Vestry, authorizing such action certified by the Clerk of the Vestry, and a further certificate of the Clerk of the Vestry that all requisite action under the terms of this indenture has been taken, specifying

the action taken and the date or dates thereof, and the identity and capacity of each party signatory.

All requests by the Church for distribution of corpus under the provisions of paragraph 8 hereof shall be in writing and signed by the Rector and at least three-fourths (3/4) of the Vestry and be accompanied by a certificate of the Clerk of the Vestry that all requisite action required under the terms of this indenture has been taken, specifying the action taken and the date or dates thereof, and the identity and capacity of each party signatory.

When any such request is presented, the Trustee for the purpose of making the distribution requested thereby shall be entitled conclusively to rely upon the genuineness of the signatures appearing thereon, the capacities of the signatories as stated therein, and the facts recited therein, and shall not be required to make further inquiry or investigation as to any such matters.

10. None of the property, real, personal or mixed, now or hereafter becoming a part of the Trust, nor the increase, income or proceeds thereof or therefrom, nor the equitable title therein, shall, while the corpus or legal title thereof or thereto is so held in trust, ever be subject or in any manner subjected to any indebtedness, judgment, judicial process, creditor's bill, attachment, garnishment, execution, receivership, charges, levy, seizure, or encumbrance whatsoever of or against the property of the Church, nor be in any manner affected by any transfer, assignment, conveyance, sale, encumbrance, or act, voluntary or involuntary, anticipatory or otherwise, of the church, nor be in any manner affected by any transfer, assignment, conveyance, sale, encumbrance, or act, voluntary or involuntary, anticipatory or otherwise, of the church, and the church shall not have any right or power to transfer, convey, assign, sell or encumber the same or any part thereof, including any income therefrom, while the same is held by the Trustee hereunder.

11. For its services, the Trustee shall be compensated annually at the same rate then being charged by corporate trustees rendering the same or similar services in Fort Worth, Tarrant County, Texas, and the Trustee may deduct its compensation from the income or, if necessary, from corpus at the end of each calendar year.

12. Any Trustee (whether originally designated or appointed as

successor) shall have the right to resign at any time by giving thirty (30) days written notice to that effect to the Church. Likewise, the Church, acting by and through the Rector and at least three-fourths (3/4) of the Vestry, shall have the right at any time, on thirty (30) days written notice, to remove any Trustee (whether originally designated or appointed as successor) of the Trust. In the event of any such resignation or removal, the Church, acting by and through the Chairman of this Committee and at least three-fourths (3/4) of the Vestry, shall have the right within such 30-day period to appoint a successor Trustee and shall notify the current Trustee, in writing, of such appointment. Any successor Trustee must be a trust company or bank organized and qualified under the laws of the United States or the State of Texas, possessing trust powers and having a combined capital and surplus of not less than \$10,000,000. In the event the Church shall fail to designate a successor Trustee within the time specified, the then acting Trustee may apply to a court of competent jurisdiction, for leave to resign, for the appointment of a successor, and the judicial settlement of its accounts.

Any successor Trustee shall possess and exercise all powers and authority conferred on the original Trustee, unless such successor Trustee is appointed by a court and the court otherwise decrees in the order of appointment. Such successor Trustee shall be responsible only for the assets delivered by the preceding Trustee, and may accept as correct the statement of such predecessor that such constitute all of the assets of the trust estate without any duty to inquire into the administration or accounting by the preceding Trustee. No successor Trustee shall be held responsible for or by reason of any act or omission of a predecessor in trust.

EXECUTED at Fort Worth, Texas, this 30th day of November, 1993.

OVERTON BANK AND TRUST, TRUSTEE

BY: J. Kurnage, Solicitor President

ATTEST:

MaryAnna Martinez, Vice Pres.

ALL SAINTS EPISCOPAL CHURCH OF
FORT WORTH, TEXAS

By Cheri Burkhardt Rector

Edwin H. Fessenden Sr. Warden

[Signature] Vestryman

[Signature] "

Andrew Conder "

Bonnie Michels "

Ernestine F. Lippert "

Mark W. Pugh "

Debra L. Mitchell "

Catherine Terrell Smith "

Warren O. Dancy "

Richard Channing "

Carie Haller "

_____ "

_____ "

Overton Bank and Trust, National Association, Trustee in the foregoing Trust Agreement, hereby acknowledges the sum of Ten

dollars (\$10.00), delivered by ALL SAINTS EPISCOPAL CHURCH OF FORT WORTH, acting through its Rector, Wardens and Vestry, to be held, used and administered under pursuant to the terms and conditions of such Trust Agreement.

OVERTON BANK AND TRUST, NATIONAL ASSOCIATION

By

A handwritten signature in black ink, appearing to be "S. Murray", written over a horizontal line.

DATED: 11/30/93

EXHIBIT E-5



STATEMENT PERIOD: 03/31/09 THRU 04/30/09 PAGE 1

ALL SAINTS CHURCH TRUST

ALL SAINTS EPISCOPAL CHURCH ATTN BUSINESS MANAGER 5001 CRESTLINE ROAD FORT WORTH TEXAS 76107	ACCOUNT OFFICER: MARY ANNA MARTINEZ (817)420-5019 FROST TRUST SERVICES ACCOUNT NUMBER: W00031900
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ACTIVITY SUMMARY

BEGINNING MARKET VALUE - MARCH 31, 2009	184,825.41
INVESTMENT ACTIVITY	
INCOME RECEIVED	11.64
CHANGE IN ASSET MARKET VALUE	17,625.84
TOTAL INVESTMENT ACTIVITY	17,637.48
BANK FEES	154.02-
OTHER ACTIVITY	31.19
NET CHANGE IN MARKET VALUE	17,514.65
ENDING MARKET VALUE - APRIL 30, 2009	202,340.06

PORTFOLIO SUMMARY

	TAX COST	MARKET VALUE	% OF TOTAL	ESTIMATED ANNUAL INC	INCOME RATE(%)
INCOME CASH & EQUIVALENTS	341.62-	341.62-	0.2	0.00	0.00
PRINCIPAL CASH & EQUIVALENTS	29,500.77	29,500.77	14.6	102.06	0.35
EQUITIES	351,027.06	173,180.91	85.6	419.66	0.24
TOTAL PORTFOLIO	380,186.21	202,340.06	100.0	521.72	0.26

(TOTAL PURCHASE PRICE \$236,413.69)

Total ASPEFS

202,340.06
 17,561.36

 219,901.42

44.50 April 10%
 30.00 May 10%

 219,975.92 *combined funds*

Total "new"

17,561.36
 44.50 April 10%
 30.00 May 10%

 17,635.86



ACCOUNT NO.	W00031900	STATEMENT PERIOD:	3/31/09	THRU	4/30/09	PAGE	2
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ALTHOUGH EVERY EFFORT IS MADE TO FULLY UPDATE AND POST ACCOUNT RECORDS FOR ALL MUTUAL FUND ACTIVITY OCCURRING WITHIN THE TIME PERIOD COVERED BY THIS STATEMENT, IT IS AT TIMES IMPOSSIBLE TO DO SO BECAUSE OF THE LATE RECEIPT OF MUTUAL FUND DIVIDEND INFORMATION OR FUND STATEMENTS. TO ENSURE ALL MUTUAL FUND ACTIVITY IS ACCOUNTED FOR, PLEASE CONTACT YOUR ACCOUNT ADMINISTRATOR FOR TRANSACTIONS POSTING AFTER THE CLOSING DATE OF THIS STATEMENT.

EVERY EFFORT IS MADE TO OBTAIN ACCURATE, CURRENT PRICES FOR ALL FINANCIAL ASSETS FROM THIRD PARTY SOURCES WHICH WE CONSIDER RELIABLE; HOWEVER, NONE GUARANTEE ACCURACY OR COMPLETENESS OF THEIR PRICING. WHEN A CURRENT PRICE IS NOT AVAILABLE, A PRICE MAY BE DERIVED BY FORMULA THROUGH A COMPARISON WITH SIMILAR INVESTMENT INSTRUMENTS. PRICES FOR CLOSELY HELD OR THINLY TRADED SECURITIES ARE NOT READILY AVAILABLE BUT ARE REVISED WHEN INFORMATION CAN BE OBTAINED.



ACCOUNT NO. W00031900 STATEMENT PERIOD: 3/31/09 THRU 4/30/09 PAGE 3

ALL SAINTS CHURCH TRUST

PORTFOLIO HOLDINGS

SHARES OR FACE VALUE		TAX COST/ UNIT COST	MKT VALUE/ UNIT PRICE	EST INCOME/ INC RATE(%)
CASH & EQUIVALENTS				
<u>CASH BALANCE</u>				
	INCOME	341.62-	341.62-	
	PRINCIPAL	341.62	341.62	
		0.00	0.00	
<u>CASH EQUIVALENT</u>				
29,159.15	AIM STIT GOVT & AGENCY-INSTL (PRINCIPAL)	29,159.15 1.00	29,159.15 1.00	102.06 0.35
	TOTAL CASH & EQUIVALENTS	29,159.15	29,159.15	102.06
EQUITIES				
<u>OTHER EQUITY</u>				
27,977.53	FROST LKCM MULTI-CAP EQUITY FD INST*	351,027.06 12.55	173,180.91 6.19	419.66 0.24
	TOTAL EQUITIES	351,027.06	173,180.91	419.66
	TOTAL PORTFOLIO	380,186.21	202,340.06	521.72



ACCOUNT NO. W00031900 STATEMENT PERIOD: 03/31/09 THRU 04/30/09 PAGE 4

ALL SAINTS CHURCH TRUST**TRANSACTION DETAIL**

	CASH	TAX COST
BEGINNING BALANCE - MARCH 31, 2009	0.00	380,297.40
<u>INCOME RECEIVED</u>		
04/01/09 CASH RECEIPT OF DIVIDEND EARNED ON AIM STIT GOVT & AGENCY-INSTL DIVIDEND FROM 3/1/09 TO 3/31/09	11.64	
TOTAL	11.64	0.00
<u>SALES</u>		
AIM STIT GOVT & AGENCY-INSTL TOTAL OF SALE ACTIVITY FOR PERIOD 03/31/09 THRU 04/30/09	154.02	154.02-
TOTAL	154.02	154.02-
<u>PURCHASES</u>		
AIM STIT GOVT & AGENCY-INSTL TOTAL OF PURCHASE ACTIVITY FOR PERIOD 03/31/09 THRU 04/30/09	42.83-	42.83
TOTAL	42.83-	42.83
<u>CHANGE IN ASSET MARKET VALUE</u>		
ENDING UNREALIZED GAIN OR LOSS		202,340.06
TOTAL 04/30/09 ASSET MARKET VALUE		380,186.21
LESS TOTAL 04/30/09 TAX COST		177,846.15-
ENDING UNREALIZED LOSS		177,846.15-
BEGINNING UNREALIZED GAIN OR LOSS		184,825.41
TOTAL 03/31/09 ASSET MARKET VALUE		380,297.40
LESS TOTAL 03/31/09 TAX COST		195,471.99-
BEGINNING UNREALIZED LOSS		195,471.99-



Frost National Bank
Cullen/Frost Bankers, Inc.

FINANCIAL MANAGEMENT GROUP

ACCOUNT NO. W00031900	STATEMENT PERIOD: 03/31/09 THRU 04/30/09	PAGE 5
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ALL SAINTS CHURCH TRUST

TRANSACTION DETAIL

	CASH	TAX COST
<u>CHANGE IN ASSET MARKET VALUE</u>		
TOTAL CHANGE		
ENDING UNREALIZED GAIN/LOSS		177,846.15-
LESS BEGINNING UNREALIZED GAIN/LOSS		195,471.99-
PLUS TOTAL COST BASIS ADJUSTMENTS		0.00
NET CHANGE IN ASSET MARKET VALUE		17,625.84
 <u>BANK FEES</u>		
04/07/09 TRUSTEE FEE - 112 COLLECTED BASED ON A MARKET VALUE OF \$184,825.41 (AMOUNT POSTED TO PRINCIPAL CASH)	77.01-	
04/07/09 TRUSTEE FEE - 112 COLLECTED BASED ON A MARKET VALUE OF \$184,825.41 (AMOUNT POSTED TO INCOME CASH)	77.01-	
TOTAL	154.02-	0.00
 <u>OTHER ACTIVITY</u>		
04/20/09 FEE ADJUST FROST LKCM MULTI-CAP EQUITY FD INST* FOR THE MONTH OF 03/09	15.60	
04/20/09 FEE ADJUST FROST LKCM MULTI-CAP EQUITY FD INST* FOR THE MONTH OF 03/09	15.59	
TOTAL	31.19	0.00
ENDING BALANCE - APRIL 30, 2009	0.00	380,186.21

EXHIBIT E-6

AGREEMENT CREATING THE ALL SAINTS'
EPISCOPAL CHURCH OF FORT WORTH ENDOWMENT FUND

THIS AGREEMENT CREATING THE ALL SAINTS' EPISCOPAL CHURCH OF FORT WORTH ENDOWMENT FUND ("Endowment Agreement") is executed effective the 26th day of August, 2008.

WITNESSETH:

WHEREAS, All Saints' Episcopal Church of Fort Worth, Texas (the "Church") is a Texas nonprofit corporation with its principal office in Fort Worth, Texas. The Church is a duly organized and established and operating Episcopal church and is a member of the Diocese of Fort Worth;

WHEREAS, the Church, acting by or through its Rector, Wardens and Vestry, in prior years established two endowment trusts for the benefit of the Church and its parishioners. The first such trust was established by the Church on November 30, 1993, with Overton Bank and Trust, Fort Worth, as trustee, and which as of the date hereof consists of assets having a fair market value of approximately \$270,000. This trust, named the "Permanent Fund of All Saints Episcopal Church of Fort Worth, Texas" (the "Permanent Fund"), is separate and apart from the endowment fund created hereunder, although a named subcommittee of the Endowment Fund Board established hereunder will serve as the Advisory Committee to the Permanent Fund, as set forth in Paragraph 4 of the Trust Agreement establishing the Permanent Fund. A copy of the Trust Agreement establishing the Permanent Fund is attached hereto as Exhibit "A" and is incorporated herein by reference;

WHEREAS, the Vestry of the Church adopted Bylaws for the operation of a new endowment fund, to be known as the Permanent Endowment Fund, on November 21, 2001. Although the Bylaws were adopted, and a Permanent Endowment Fund Board was elected pursuant to the Bylaws, no assets were received to specifically establish the Permanent Endowment Fund until 2004, when a second trust was established by the Church (through the Vestry) and Frost National Bank (successor to Overton Bank and Trust), as trustee, dated April 1, 2004. The assets in that trust have an approximate fair market value of \$17,000 as of the date hereof. A copy of the Bylaws adopted on November 21, 2001 is attached as Exhibit "B" hereto, and incorporated herein by reference. A copy of the second trust establishing the Permanent Endowment Fund dated April 1, 2004, is attached as Exhibit "C" hereto and incorporated herein by reference;

WHEREAS, although the general purpose of the various trusts and Bylaws are to support the Church, its parishioners and its mission, there are inconsistencies in the permitted uses of funds and the administration of the trusts and Bylaws;

WHEREAS, the Church (on behalf of itself and other past and future donors) wishes to (i) provide for appropriate and consistent administration of the various endowment funds that are the subject matter of this agreement and the Permanent Fund, (ii) revoke the Bylaws and trust that established the Permanent Endowment Fund and provide for the governance of the assets from that trust under the terms of this Agreement, and (iii) provide for flexibility in the acceptance and administration of additional assets that may be donated to the Church in the future;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration acknowledged to be satisfactory and adequate, the Church and the Vestry of the Church covenant and agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1. Endowment. "Endowment" shall mean all funds which are held and managed in accordance with this Agreement, including funds allocated to the General Purpose Fund and to any Special Purpose Funds, and including any funds currently held in the Permanent Endowment Fund, collectively, but except as otherwise provided in Article V, below, which governs the appointment of a subcommittee to act as the Advisory Committee of the Permanent Fund, the Permanent Fund shall be governed and administered in accordance with the Trust Agreement creating the Permanent Fund.

Section 1.2. General Purpose Fund. "General Purpose Fund" shall have the meaning ascribed to such term in Section 1.9 hereof.

Section 1.3. Identified Fund. "Identified Fund" shall mean assets or properties that are donated to the Church with the understanding that, although such assets or properties shall become a part of a Special Purpose Fund (as defined in Section 1.9 hereof) of the Endowment, the assets or properties shall constitute a designated fund identified by a particular name. For example, the Church currently maintains several restricted funds, identified by purpose and/or donor, which could be added to the Endowment hereunder but still remain identified by purpose and/or donor, although such funds are not required to be added to this Endowment Agreement.

Section 1.4. Internal Revenue Code. "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

Section 1.5. Investment Counsel. "Investment Counsel" shall mean the national banking associations or state banking corporations, or other persons, trusts, firms or corporations which the Church may from time to time engage to invest, manage, operate, dispose of and reinvest, or to furnish advice and counsel to assist the Church in the investment, management, operation, disposition and reinvestment of, all or any portion of the assets and properties from time to time comprising the Endowment.

Section 1.6. Investment Objectives and Policies. “Investment Objectives and Policies” shall mean those certain objectives and policies regarding the investment of the assets of the Endowment that were initially adopted by the Vestry of the Church as of the date hereof, as such objectives and policies may be amended from time to time. A copy of the Investment Objectives and Policies is attached hereto as Exhibit “D.”

Section 1.7. Net Income. “Net Income” of the Endowment shall mean Income after deducting therefrom all expenses relating to the Endowment that are properly chargeable against Income, expressly including but not limited to, the fees and expenses of Investment Counsel, legal and accounting fees, brokerage fees and commissions, administrative expenses of the Church relating or allocable to the Endowment, and similar expenses.

Section 1.8. Church. “Church” shall have the meaning ascribed to such term in the recitals.

Section 1.9. Special Purpose Funds. “Special Purpose Funds” shall include the following categories of funds which the Vestry of the Church has identified as in need of endowment assistance:

(a) Salaries and Benefits Fund. Distributions and expenditures may be made from the Salaries and Benefits Fund for (i) general compensation assistance (including appropriate administrative expenses) for Church clergy and employees; (ii) merit awards; (iii) employee benefits, including continuing education expenses of clergy and staff; and (iv) purposes set forth in named Identified Funds allocable to the Salaries and Benefits Fund category.

(b) Plant Operations Fund. Distributions and expenditures may be made from the Plant Operations Fund for (i) the Church’s general operations, including appropriate administrative expenses; (ii) building maintenance, including but not limited to plant upgrades and retrofitting; (iii) grounds maintenance, including but not limited to landscaping; (iv) equipment purchases and maintenance; and (v) purposes set forth in named Identified Funds allocable to the Plant Operations Fund category.

(c) Mission Outreach and Support Fund. Distributions and expenditures may be made from the Mission Outreach and Support Fund for (i) outreach ministries, exclusive of the Church’s Outreach Commission budget; (ii) purposes set forth in named Identified Funds allocable to the Mission Outreach and Support Fund category, and (iii) purposes set forth in named Identified Funds allocable to the Mission Outreach and Support Fund.

(d) Scholarship Fund. Distributions and expenditures may be made from the Scholarship Fund for (i) need-based tuition assistance and merit awards for children of parishioners to attend All Saints' Episcopal School of Fort Worth, and (ii) purposes set forth in named Identified Funds allocable to the Scholarship Fund category.

(e) Music Fund. Distributions and expenditures may be made from the Music Fund for (i) regular or special music programs of the Church, as decided upon between the Music Director and the Rector, and (ii) purposes set forth in named Identified Funds allocable to the Music Fund category.

Gifts, grants and contributions to the Endowment, including Identified Funds, shall, if directed by the donor, grantor or contributor, be placed in the Special Purpose Funds designated above. A donor, grantor or contributor may allocate a donation, grant or contribution among more than one Special Purpose Fund. Gifts, grants and contributions to the Endowment that are not directed to be placed in a Special Purpose Fund may, at the discretion of the Church's Vestry or its designee, either be allocated to or among one or more Special Purpose Fund in such proportions as the Vestry or its designee deems appropriate, or be allocated to a General Purpose Fund, distributions and expenditures from which may be made for such activities in furtherance of the Church's charitable, educational and religious purposes as the Vestry or its designee may deem appropriate.

Other Special Purpose Funds may be established from time to time by the Vestry, or by a donor contributing a minimum of \$100,000 to establish such Special Purpose Fund. This amount may be varied by agreement of a donor and the Vestry.

ARTICLE II

MANAGEMENT AND INVESTMENT OF THE ENDOWMENT

Section 2.1. General. Subject to the terms, conditions and limitations of this Agreement, the Endowment shall be invested, managed and operated by the Church in accordance with the Investment Objectives and Policies, as they may be amended from time to time. In performing such functions, the Church may employ or engage such Investment Counsel as the Vestry of the Church or the Vestry's designee may consider necessary, advisable or appropriate.

Section 2.2. Reports. The Church shall promptly deliver to donors to the Endowment such reports and statements concerning the Endowment as such donors may reasonably request.

ARTICLE III

DISTRIBUTIONS AND EXPENDITURES

Section 3.1. Distributions and Expenditures. Distributions and expenditures may be made from the General and Special Purpose Funds, in accordance with their respective permitted purposes, on an annual or more frequent basis, in accordance with the payout percentages set forth in the Investment and Spending Policy attached hereto, subject to the terms and conditions of any Identified Funds within such Special Purpose Funds. The balance of any income earned or accrued within a year that is not otherwise distributed shall become part of the principal balance of the respective General or Special Purpose Fund.

Section 3.2. Distribution or Expenditure of Principal. Except as may be provided in any instrument pursuant to which assets or properties are donated to the Church (which provision shall apply to only such donated assets or properties), no part of the Principal of the Endowment above the permitted percentage set forth in the Investment and Spending Policy may be distributed or expended unless such a distribution or expenditure is approved by at least eighty percent (80%) of the entire Vestry of the Church.

Section 3.3. Conditions Prescribed by Donors. Nothing contained herein shall be construed to prohibit the Church from accepting and depositing into the Endowment a gift or bequest or other placement of funds upon terms or conditions other than those set forth in this Endowment Agreement. In the event a term or condition of a particular gift or bequest to, or placement of funds with, the Endowment conflicts with a term or condition of this Endowment Agreement, the term or condition of such gift, bequest or placement of funds shall control and be honored over the conflicting term or condition of this Endowment Agreement. The Church and its Vestry, officers, employees and agents shall have no liability as a result of their compliance with a term or condition of a gift, bequest or placement of funds which conflicts with a term or condition of this Endowment Agreement.

ARTICLE IV

ENDOWMENT FUND BOARD

Section 4.1. Endowment Fund Board. The Endowment Fund Board shall consist of six (6) elected members, all of whom shall be members in good standing of the Church, and as elected by the Vestry. Upon execution of this Agreement, 2 members shall be elected for a 1-year term, 2 members shall be elected for a 2-year term, and 2 members shall be elected for a 3-year term. Thereafter, all members shall serve 2 year terms, and may serve up to 2 consecutive terms. After 2 consecutive terms, members may be re-elected to the Board after an absence of 1 year. Additionally, the Senior Warden, the Junior Warden and the Treasurer shall be ex-officio, voting members of the Board, and the Rector shall be an ex-officio non-voting member of the Board.

Section 4.2. Meetings. The Board shall meet at least semi-annually. A quorum shall consist of 4 voting members. Unless otherwise specified herein, the affirmative vote of a majority of members present shall be necessary to carry any motion or resolution.

Section 4.3. Officers. The Board shall elect from its membership a Chairperson and a Secretary. The Chairperson, or designee, shall preside at all Board meetings. The Secretary shall maintain complete and accurate minutes of all meetings, and a copy of such minutes will be provided to the Church's business manager to maintain in the permanent records of the Church.

Section 4.4. Reporting. The Chairperson, or designee, shall report to the Vestry on a quarterly basis, and a report shall be made at the annual parish meeting, including a full and complete account of the administration of the Endowment Fund during the preceding year.

Section 4.5. Advisors. The Board may retain, at the expense of the Endowment Fund, such investment, accounting and legal advisors as it deems in the best interest of the Endowment Fund.

Section 4.6. Liability. Members of the Board shall be liable for any acts or omissions committed by them only to the extent that such acts or omissions were not in good faith or involved intentional misconduct. Each member shall be liable only for his own intentional misconduct or for his own acts or omissions not in good faith, and shall not be liable for the acts or omissions of any other member. No member shall engage in any self dealing or transactions with the Endowment Fund in which the member has direct or indirect financial interest and shall at all times refrain from any conduct in which his personal interests conflict with the interest of the Endowment Fund.

Section 4.7. Duties. The Board shall have the responsibility of selecting and monitoring the performance of the investment manager and, if necessary, replacing the investment manager if the investment guidelines consistent with Exhibit "D" are not met. All assets are to be held in the name of the Endowment Fund. Investment decisions with respect to assets held in the Endowment Fund shall be made by professional managers selected by the Board.

Section 4.8. Acceptance of Gifts. The Board must approve all gifts (and conditions) to the Endowment Fund. For gifts of property other than cash or publicly traded securities, the Board should conduct a careful review of any such proposed gift to determine whether the best interest of the parish is served by accepting such gift. The Board may establish a gift acceptance policy to provide guidelines for such a review.

Section 4.9. Other Policies. The Board may from time to time consider and adopt such policies and procedures that it deems advisable for the efficient administration of the Endowment Fund, provided that any such policy and procedure must be in the best interest of the Endowment Fund's purposes.

ARTICLE V

PERMANENT FUND SUBCOMMITTEE

Section 5.1. Permanent Fund of All Saints Episcopal Church of Fort Worth, Texas Subcommittee. The Permanent Fund of All Saints Episcopal Church of Fort Worth, Texas was established by Trust Agreement by and between the Church and Overton Bank and Trust, Fort Worth, Texas, on November 30, 1993. That Trust is irrevocable, and its terms are not affected by this Agreement. Section 4 of the Trust Agreement provides that an Advisory Committee will be formed to provide general investment policy advice to the Trustee and to take certain other action with respect to the Permanent Fund.

Section 5.2. Permanent Fund Subcommittee. To avoid the necessity of an Advisory Committee separate and apart from the Endowment Fund Board created hereunder, a Subcommittee of the Endowment Fund Board will be selected each year in accordance with the provisions of the Trust to fulfill all duties created thereunder. Annually, the Chairperson will propose 4 members of the Endowment Fund Board to serve on the Permanent Fund Subcommittee, and such Subcommittee meetings will take place simultaneously with the meetings of the Endowment Fund Board.

Section 5.3. Treasurer. The Trust Agreement for the Permanent Fund states that the Treasurer of the Church shall serve as Chairman of the Advisory Committee, and that this person may not serve on the Advisory Committee in any capacity for more than three consecutive years. Since it is customary practice of the Church for the Treasurer to serve in such capacity as Treasurer for in excess of three years, it may not be possible to strictly comply with such provision. At the same time, it would be unduly expensive to seek a court modification of this requirement. Therefore, the Church will endeavor to comply with this provision to the extent possible, but the Chairperson of the Endowment Fund may seek Vestry ratification of Advisory Committee actions if deemed prudent in light of this provision.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Amendments. This Endowment Agreement may be amended only by written instrument executed by the Church, upon resolutions to such effect duly adopted by at least 67% of the members of the Vestry of the Church. No amendment to this Endowment Agreement shall contravene any express term or condition imposed by the donor of a gift or bequest to, or placed with, the Endowment.

Section 6.2. Notices. All notices or other communications required or permitted to be made or given under this Endowment Agreement shall be in writing and shall be considered properly given or made if mailed from within the United States by first class priority United States mail, postage prepaid, by overnight delivery, or by hand delivery, to the addresses below (or such other addresses as specified in writing by such party):

All Saints' Episcopal Church
5001 Crestline Road
Fort Worth, Texas 76107
Attention: Rector

Section 6.3. Severability. Every term and provision hereof is intended to be severable. If any term or provision hereof is adjudged to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the other terms and provisions hereof. Further, if any term or provision hereof to the extent specified herein is adjudged to be illegal or invalid, then such term or provision shall be construed to be legal, valid and enforceable to the maximum extent permitted by applicable law.

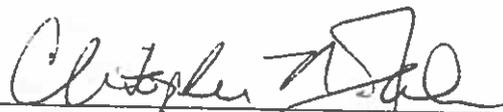
Section 6.4. Applicable Law. This Endowment Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 6.5. No Liability. Neither the Church nor its vestry members, officers, employees or agents shall have any liability, obligation or responsibility with respect to any assets or properties at any time comprising or to become a part of the Endowment, or the owning, holding, managing, investing, expending or disbursement thereof, (a) until title to and possession of the same shall have been transferred to the Church and it shall have received notice thereof, and (b) except for misappropriation, gross negligence or willful misconduct.

Section 6.6. No Waiver. The failure of any party to insist upon strict performance of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance with such obligation in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Endowment Agreement in one or more counterparts, each of which shall constitute an original but all of which shall constitute one and the same instrument, as of the date first above written.

ALL SAINTS' EPISCOPAL CHURCH OF FORT WORTH

By: 
Christopher Jambor, Rector

By: 
Kent Henning, Senior Warden

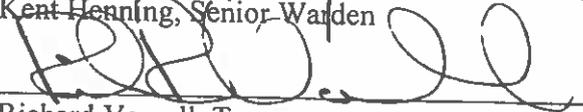
By: 
Richard Varnell, Treasurer

Exhibit A

TRUST AGREEMENT ESTABLISHING THE PERMANENT FUND OF ALL SAINTS
EPISCOPAL CHURCH OF FORT WORTH, dated November 30, 1993

TRUST AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST AGREEMENT made by and between ALL SAINTS EPISCOPAL CHURCH, of Fort Worth, Texas, herein called "Church," acting by and through its Rector, Wardens, and Vestry, and OVERTON BANK AND TRUST, Fort Worth, Texas, herein called "Trustee."

WITNESSETH:

WHEREAS, the Church has accumulated funds and received gifts and bequests specifically for the creation of a permanent fund to safeguard the Church's financial condition in future years; and

WHEREAS, to that end the Church desires that such funds be placed in a permanent trust, the principal of which will not be used for the regular and usual financial needs of the Church except as herein provided; and

WHEREAS, it is contemplated that in the future the corpus of such permanent trust may be supplemented by additional funds or property from the Church or by gift or bequest from its parishioners or friends;

NOW THEREFORE, the Church, acting herein by and through its Rector, Wardens, and Vestry, for and in consideration of the sum of Ten Dollars (\$10) in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and assigned, and by these presents does grant, bargain, sell, transfer and assign to said Trustee, the sum of thirty thousand four hundred forty eight and ¹²/₁₀₀ (\$30,448.12) in cash, to be held, managed, paid out and distributed by the Trustee on the following terms and conditions and for the following uses and purposes:

1. This Trust shall be known as the "Permanent Fund of All Saints Episcopal Church of Fort Worth, Texas."
2. This Trust is for the sole and exclusive benefit of All Saints Episcopal Church of Fort Worth, Texas, and neither the principal nor any of the income shall be used for any other purpose. Subject only to the provisions of paragraphs 7 and 8 hereof, this Trust shall be irrevocable. This Trust may not be altered, modified or amended in any way that would change the purpose of the Trust as

set out in this paragraph or the provisions for distribution of income or corpus as set out in paragraphs 7 and 8.

3. The Trustee shall have all of the powers given to trustees under the terms of the Texas Trust Code as it now exists or as it may hereafter be amended, and in managing the trust properties shall exercise the judgment and care under the circumstances then prevailing which persons ordinary prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income form as well as the probable increase in value and the safety of their capital.

4. There is hereby created an Advisory Committee consisting of four members of the Church chosen and appointed by the Vestry, with two such members replaced each year, and no member serving more than two years. Any member previously having served on this committee can be reappointed after having been off this committee for at least one year. The Treasurer of the Church will be a voting member of this committee and will serve as its Chairman. This person may not serve on the committee in any capacity for more than three consecutive years. The Rector of the Church will serve as a nonvoting advisor to this committee. This committee shall consult and advise with the Trustee regarding all important matters affecting the Permanent Trust Fund herein established. The Trustee shall not be required to obtain the approval of the Advisory Committee as to the specific selection of securities for sale or purchase, but shall consult the Advisory Committee with respect to general investment policy. Direction or approval of the Advisory Committee may be given by a majority vote of the members at a meeting or by an appropriate written statement filed with the Trustee and signed by the Chairman of the Committee, as evidencing a majority vote of the members with or without a meeting. For all actions taken in accordance with the directions or approval of a majority of the members of the Advisory Committee, the Trustee shall have full and complete acquittance. No party dealing with the Trustee shall be required to ascertain whether or not the direction or approval of the Advisory Committee has been obtained and the Trustee may be dealt with as having full and complete independent

power and authority. The Advisory Committee shall not be liable for any direction or advice given to the Trustee, when given in good faith, even if such direction or advice would in hindsight constitute ordinary negligence.

5. The accounting period of this Trust shall end on September 30th each year.

6. It is contemplated that additional transfers, either of cash or other properties, may from time to time be made to the Trustee, either by the church or by other persons, to add to the trust estate hereby created, and the Trustee is expressly authorized to accept any such transfers to the trust estate on the same terms and conditions as set forth in this instrument, and to administer any property so received as a part of this Trust.

7. Within forty-five (45) days after the close of each accounting period, the Trustee shall render to the Church a complete statement showing the condition of the Trust and the result of all its transactions with respect thereto since the last preceding statement. Such statement shall disclose the income (less expenses and fees of the Trustee) generated by the Permanent Trust Fund during the accounting period. Until the corpus of this account reaches One Hundred Thousand Dollars (\$100,000), all earned income and appreciation will be added to the corpus. Until such time as the corpus in this account amounts to Two Hundred Fifty Thousand (\$250,000), only fifty percent (50%) of the earned income will be distributed to the church. After the corpus in this account is in excess of Two Hundred Fifty Thousand Dollars (\$250,000), but until it is Five Hundred Thousand Dollars (\$500,000), seventy-five percent (75%) of the earned income will be distributed to the church and twenty-five percent (25%) of the earned income will be added to the corpus. Once the corpus in this account reaches Five Hundred Thousand (\$500,000), and from then on, ten percent (10%) of the earned income will be added to the corpus in the account and ninety percent (90%) of the earned income will be distributed to the church. The amount of earned income remaining, after the deduction for the sum added to the corpus each year, shall be classified as net income and shall be subject to further provisions of this paragraph 7. Within sixty (60) days after the receipt of each annual statement, the Church by action approved by a majority of its

Vestry, at a meeting of said Vestry duly and legally held, may request that all or a part of the allowable net income of the Trust for the preceding accounting year be paid over to the Church for use by the Church without further restrictions; provided, however, that the Church in considering the use of such net income shall be guided by the following general guidelines; to wit: allowable net income shall be first used by the Church, including staff, salaries and expenses, and building maintenance; second, for general use within the parish itself; third, for general use within the Diocese of Fort Worth; and fourth, for general use outside the Diocese of Fort Worth. Any income so requested to be paid over to the Church shall be distributed to the Church as soon as is practicable. Any net income not so requested within the period specified shall then be added to the corpus of the Trust and shall not thereafter be available for distribution except under the terms and restrictions applicable to the use and disbursement of the corpus of the Trust as hereinafter specified.

8. No part of the corpus of the Trust shall be distributed to the Church for fifty (50) years from the date hereof. Thereafter, the Trustee shall distribute to the Church such portions of the corpus of the Trust as it may be requested to distribute in the following manner; that is, no request for distribution shall be made until the amount and time of the distribution are approved by a three-fourths (3/4) vote of all of the Vestry at a regular meeting duly and legally held, and this action is approved at the two succeeding, regular annual parish meetings of the Church held in two (2) consecutive calendar years at least one (1) year apart. When any such request is so made, it shall be complied with as expeditiously as can be done without sacrifice of the assets then in the Trust.

9. All requests by the Church for distribution of income under the provisions of paragraph 7 hereof shall be in writing and signed by the Chairman of this Committee and Senior Warden of the Church, accompanied by a copy of the minutes of the meeting of the Vestry, authorizing such action certified by the Clerk of the Vestry, and a further certificate of the Clerk of the Vestry that all requisite action under the terms of this indenture has been taken, specifying

the action taken and the date or dates thereof, and the identity and capacity of each party signatory.

All requests by the Church for distribution of corpus under the provisions of paragraph 8 hereof shall be in writing and signed by the Rector and at least three-fourths (3/4) of the Vestry and be accompanied by a certificate of the Clerk of the Vestry that all requisite action required under the terms of this indenture has been taken, specifying the action taken and the date or dates thereof, and the identity and capacity of each party signatory.

When any such request is presented, the Trustee for the purpose of making the distribution requested thereby shall be entitled conclusively to rely upon the genuineness of the signatures appearing thereon, the capacities of the signatories as stated therein, and the facts recited therein, and shall not be required to make further inquiry or investigation as to any such matters.

10. None of the property, real, personal or mixed, now or hereafter becoming a part of the Trust, nor the increase, income or proceeds thereof or therefrom, nor the equitable title therein, shall, while the corpus or legal title thereof or thereto is so held in trust, ever be subject or in any manner subjected to any indebtedness, judgment, judicial process, creditor's bill, attachment, garnishment, execution, receivership, charges, levy, seizure, or encumbrance whatsoever of or against the property of the Church, nor be in any manner affected by any transfer, assignment, conveyance, sale, encumbrance, or act, voluntary or involuntary, anticipatory or otherwise, of the church, nor be in any manner affected by any transfer, assignment, conveyance, sale, encumbrance, or act, voluntary or involuntary, anticipatory or otherwise, of the church, and the church shall not have any right or power to transfer, convey, assign, sell or encumber the same or any part thereof, including any income therefrom, while the same is held by the Trustee hereunder.

11. For its services, the Trustee shall be compensated annually at the same rate then being charged by corporate trustees rendering the same or similar services in Fort Worth, Tarrant County, Texas, and the Trustee may deduct its compensation from the income or, if necessary, from corpus at the end of each calendar year.

12. Any Trustee (whether originally designated or appointed as

successor) shall have the right to resign at any time by giving thirty (30) days written notice to that effect to the Church. Likewise, the Church, acting by and through the Rector and at least three-fourths (3/4) of the Vestry, shall have the right at any time, on thirty (30) days written notice, to remove any Trustee (whether originally designated or appointed as successor) of the Trust. In the event of any such resignation or removal, the Church, acting by and through the Chairman of this Committee and at least three-fourths (3/4) of the Vestry, shall have the right within such 30-day period to appoint a successor Trustee and shall notify the current Trustee, in writing, of such appointment. Any successor Trustee must be a trust company or bank organized and qualified under the laws of the United States or the State of Texas, possessing trust powers and having a combined capital and surplus of not less than \$10,000,000. In the event the Church shall fail to designate a successor Trustee within the time specified, the then acting Trustee may apply to a court of competent jurisdiction, for leave to resign, for the appointment of a successor, and the judicial settlement of its accounts.

Any successor Trustee shall possess and exercise all powers and authority conferred on the original Trustee, unless such successor Trustee is appointed by a court and the court otherwise decrees in the order of appointment. Such successor Trustee shall be responsible only for the assets delivered by the preceding Trustee, and may accept as correct the statement of such predecessor that such constitute all of the assets of the trust estate without any duty to inquire into the administration or accounting by the preceding Trustee. No successor Trustee shall be held responsible for or by reason of any act or omission of a predecessor in trust.

EXECUTED at Fort Worth, Texas, this 30th day of November, 1993.

OVERTON BANK AND TRUST, TRUSTEE

BY: *J. K. ...* *Sellie President*

ATTEST:

MaryAnna Martinez, Vice Pres.

ALL SAINTS EPISCOPAL CHURCH OF
FORT WORTH, TEXAS

By Cheri Bishop Rector

Edwin H. Fessenden Sr. Warden

[Signature] Vestryman

J. C. [Signature] "

Andrew Conder "

Ronna Mickels "

Ernstance L. Laffer "

Mark W. [Signature] "

William L. [Signature] "

Catherine Terrell Smith "

Warren O. [Signature] "

Richard Chammins "

Carie Haller "

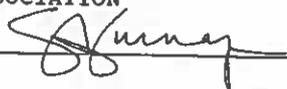
_____ "

_____ "

Overton Bank and Trust, National Association, Trustee in the foregoing Trust Agreement, hereby acknowledges the sum of Ten

dollars (\$10.00), delivered by ALL SAINTS EPISCOPAL CHURCH OF FORT WORTH, acting through its Rector, Wardens and Vestry, to be held, used and administered under pursuant to the terms and conditions of such Trust Agreement.

OVERTON BANK AND TRUST, NATIONAL ASSOCIATION

By 

DATED: 11/30/93

Exhibit B

BYLAWS ESTABLISHING THE PERMANENT ENDOWMENT FUND OF ALL SAINTS'
EPISCOPAL CHURCH, FORT WORTH, TEXAS, dated November 21, 2001

BYLAWS
THE PERMANENT ENDOWMENT FUND
of
ALL SAINTS' EPISCOPAL CHURCH
Fort Worth, Texas

November 21, 2001

SECTION I
Resolutions

1. WHEREAS, Christian stewardship involves the faithful management of all the gifts God has given to humankind – time, talents, the created world and money, including accumulated, inherited and appreciated assets; and
2. WHEREAS, one may give to the work of the Church through a variety of gift vehicles, in addition to cash and securities, including bequests in wills, charitable remainder trusts and other life income gifts, other trusts, life insurance policies, real estate, securities and other property; and
3. WHEREAS, it is the desire of All Saints' Episcopal Church to encourage, receive and administer these gifts in a manner faithful to the loyalty and devotion to God, and in accord with the Bylaws of All Saints' Episcopal Church:
4. THEREFORE BE IT RESOLVED, that All Saints' Episcopal Church, through action of its Vestry, establishes a new and separate fund to be known as the Permanent Endowment Fund of All Saints' Episcopal Church (hereafter called the "Permanent Endowment Fund");
5. BE IT FURTHER RESOLVED, that the purpose of the Permanent Endowment Fund is to enable All Saints' Episcopal Church more completely to fulfill its mission by developing its ministries beyond what is possible through its annual operating funds, and therefore that distributions from the Permanent Endowment Fund shall be limited to (i) capital (non-operating) needs of All Saints' Episcopal Church (ii) outreach ministries, exclusive of the Outreach Commission operating budget; and grants (iii) new ministries, missions and special one-time projects, and (iv) such other purposes as are specifically designated by the Permanent Endowment Fund Board;
6. BE IT FURTHER RESOLVED, that distributions from the Permanent Endowment Fund shall not be made to the operating budget of All Saints' Episcopal Church;
7. BE IT FURTHER RESOLVED, that the Permanent Endowment Fund Board (hereafter called "the Board"), a subcommittee of the Finance Committee, which is a committee of the Vestry of All Saints' Episcopal Church, shall be the custodian of the Permanent Endowment Fund;
8. BE IT FURTHER RESOLVED, that these Bylaws set forth the administration and management of the Permanent Endowment Fund.

SECTION II
Plan of Operation

1. The Board

- 1.1 During March of each year, the Board shall consist of four (4) elected members, all of whom shall be members in good standing of All Saints' Episcopal Church; and they shall be elected by the Vestry. Additionally, the Treasurer, Junior Warden, and Senior Warden shall be ex-officio, voting members of the Board, and the Rector shall be an ex-officio non-voting member. Except as herein limited, the term of each member shall be three (3) years. Upon adoption of this resolution, two (2) members shall be elected for a term of three (3) years; one (1) member for a term of two (2) years, and one (1) member for a term of one (1) year. Thereafter, on an annual basis, the Vestry shall elect the necessary number for a term of three years. No member shall serve more than two consecutive three (3) year terms. After a lapse of one (1) year, former Board members may be re-elected. In the event of a vacancy on the Board, the Vestry shall elect a member to complete the unfulfilled term, upon the completion of which that person would be eligible for re-election to a normal three (3) year term.
- 1.2 The Board shall meet at least quarterly, or more frequently as deemed by it to be in the best interest of the Permanent Endowment Fund.
- 1.3 A quorum shall consist of four (4) members. The affirmative vote of a majority of members voting shall be necessary to carry any motion or resolution.
- 1.4 The Board shall elect from its membership a Chairperson and a Secretary. The Chairperson, or member designated by the Chairperson, shall preside at all Board meetings.
- 1.5 The Secretary of the Board shall maintain complete and accurate minutes of all meetings of the Board and supply a copy thereof to each member of the Board. Each member shall keep a complete set of minutes to be delivered to his or her successor. The Secretary shall also supply a copy of the minutes to the Treasurer in a timely manner.
- 1.6 The Board shall report on a quarterly basis to the Vestry and, at each annual meeting of the parish, shall render a full and complete account of the administration of the Permanent Endowment Fund during the preceding year.
- 1.7 The Board, at the expense of the Permanent Endowment Fund, may provide for such professional counseling on investments or legal matters as it deems to be in the best interest of the Permanent Endowment Fund.
- 1.8 Members of the Board shall be liable for any acts or omissions committed by them (including losses which may be incurred upon the investments of the assets of the Permanent Endowment Fund) only to the extent that such acts or omissions were not in good faith or involved intentional misconduct. Each member shall be liable only for his/her own intentional misconduct or for his/her own acts or omissions not in good faith, and shall not be liable for the acts or omissions of any other members. No member shall engage in any self dealing or transactions with the Permanent

Endowment Fund in which the member has direct or indirect financial interest and shall at all times refrain from any conduct in which his personal interests would conflict with the interest of the Permanent Endowment Fund.

- 1.9 The Board shall have the responsibility of selecting and monitoring the performance of the investment manager and, if necessary, replacing the investment manager if the investment guidelines consistent with Section VI are not met. All assets are to be held in the name of the Permanent Endowment Fund. Decisions to hold, sell, exchange, rent, lease, transfer, convert, invest, reinvest, and in all other respects to manage and control the assets of the Permanent Endowment Fund, including stocks, bonds, debentures, mortgages, notes, warrants, as in their judgment and discretion they deem wise and prudent, are to be made by the professional management and authorized by the Board.

2. Acceptance Of Gifts To The Permanent Endowment Fund

For gifts designated for the Permanent Endowment Fund, the Board shall establish a gift review process through which the decision is made whether a gift shall be accepted. If a gift of property other than cash or publicly traded securities is offered to the Permanent Endowment Fund, the Board shall conduct a careful review to determine whether the best interest of the parish is served by the accepting or rejecting the gift. Guidelines for conducting such a review are incorporated in Section III.

3. Distributions From The Permanent Endowment Fund

- 3.1 It is the intent of these Bylaws that the Permanent Endowment Fund shall be managed as a true endowment employing the restriction that the principal shall not be invaded. Distributions from the Permanent Endowment Fund shall be made utilizing a Total Return Policy; that is, a percentage of all realized and unrealized income (interest, dividends, capital gains, income, etc.) will be available for expenditure annually. The Board, with the approval of the Treasurer and the Vestry, shall formulate a policy defining the spending rules and protocols that will provide for the withdrawal and use of funds consistent with the stated purposes of the Permanent Endowment Fund as defined in Section I.
- 3.2 No portion of the principal amount of the Permanent Endowment Fund shall be "borrowed" or used as collateral, including any "temporary usage" for other church needs.
- 3.3 Existing policies and procedures relating to dispersal of funds for All Saints' Episcopal Church apply to disbursements from the Permanent Endowment Fund.

4. Amendment Of These Bylaws

Any amendment to these Bylaws shall be adopted by an affirmative vote of at least two-thirds (2/3) of the membership of the Vestry at a regularly scheduled meeting or at a special meeting called specifically for the purpose of amending these Bylaws.

5. Disposition Or Transfer Of The Permanent Endowment Fund

In the event All Saints' Episcopal Church ceases to exist, whether through merger, dissolution or some other event, disposition or transfer of the Permanent Endowment Fund shall be at the discretion of the Vestry in conformity with the Bylaws of All Saints' Episcopal Church. Consultation with the Episcopal Church Foundation may be desirable for continuation of Fund obligations.

6. The Treasurer of All Saints' Episcopal Church shall maintain complete and accurate books of account for the Permanent Endowment Fund. All accounts shall be audited annually by a certified public accountant or other qualified person. Such person shall not be a member of the Board.

7. Trust and permanent funds and all securities of whatever kind shall be deposited with a federal or state bank or other agency approved by the Board under a standard deposit agreement.

SECTION III
Gift Acceptance Policy

1. General

All gifts accepted by the Board shall be held for investment or income producing purposes, and no ad valorem tax exemption shall be claimed.

2. Purpose

This gift acceptance policy will provide guidelines to representatives of All Saints' Episcopal Church who may be involved in the acceptance of gifts to the Permanent Endowment Fund, to outside advisors who may assist in the gift planning process, and to prospective donors who may wish to make gifts. This policy is intended only as a guide and allows for some flexibility on a case-by-case basis. The gift review process outlined here, however, is intended to be followed closely.

3. Gift Review

Any questions which may arise in the review and acceptance of gifts to the Permanent Endowment Fund will be referred to the Board. The Vestry, upon the advice of the Treasurer and the Board, reserves the right to accept or decline any gift for any reason. Also, any gifts that would create an administrative burden or cause All Saints' Episcopal Church to incur excessive expenses may be declined.

4. Cash

4.1 The Board will review all gifts of cash prior to acceptance.

4.2 Checks shall be made payable to All Saints' Episcopal Church and designated to the Permanent Endowment Fund. In no event shall a check be made payable to an individual who represents All Saints' Episcopal Church in any capacity.

5. Publicly Traded Securities

- 5.1 Readily marketable securities, such as those traded on a stock exchange, can be accepted by the Permanent Endowment Fund without review by the Board.
- 5.2 For accounting and gift crediting purposes, the value of a donated security shall be determined by applicable Federal and State laws.
- 5.3 A gift of securities to the Permanent Endowment Fund will be entrusted to the Permanent Endowment Fund's investment manager who will then make a decision whether to sell or hold the securities, based on recommendation by the Board and portfolio considerations.

6. Closely Held Securities

- 6.1 The Board shall review all gifts of non-publicly traded securities prior to acceptance.
- 6.2 Prior to acceptance, the Board shall explore methods and timing of liquidation of the securities through redemption or sale. The Board will try to determine:
 - 6.2.a. An estimate of fair market value
 - 6.2.b. Any restrictions on transfer
 - 6.2.c. Whether and when an initial public offering might be anticipated
- 6.3 No commitment for repurchase of closely held securities shall be made prior to completion of the gift of the securities.

7. Real Estate

- 7.1 The Board shall review all gifts of real estate prior to acceptance.
- 7.2 The donor is responsible for obtaining and paying for a formal written appraisal of the property. The appraisal shall be performed by an independent Member Appraisal Institute (MAI) appraiser.
- 7.3 The appraisal shall be based upon a personal visitation and inspection of the property by the appraiser. Also, whenever possible, it shall show documented valuation of comparable properties located in the same area.
- 7.4 A Property Title search shall be completed by a licensed Title Company or Title Attorney at the cost of the donor.
- 7.5 The Board reserves the right to require an environmental assessment of any potential real estate gift at the cost of the donor.
- 7.6 The property shall be transferred to the Permanent Endowment Fund prior to any formal offers being accepted or negotiations undertaken for the sale of real estate.

7.7 The donor may be asked to pay for all or a portion of the following prior to transfer of title:

- 7.7.a. Maintenance costs
- 7.7.b. Real estate taxes
- 7.7.c. Insurance
- 7.7.d. Real estate broker's commission and other costs of sale
- 7.7.e. Appraisal costs
- 7.7.f. Debts and liens

7.8 For gift crediting and accounting purposes, the value of the gift is the appraised value of the real estate; however, this value may be reduced by costs of maintenance, insurance, real estate taxes, broker's commission, payoff of debts and liens, and other expenses of sale, if paid by the Permanent Endowment Fund.

8. Life Insurance

- 8.1 The Board shall review all gifts of life insurance prior to acceptance.
- 8.2 The Board will accept a life insurance policy as a gift only if All Saints' Episcopal Church is named as the owner and beneficiary of 100% of the policy.
- 8.3 If the gift is a paid-up policy, the value for gift crediting and accounting purposes is the policy's replacement cost.
- 8.4 If the policy is partially paid-up, the value for gift crediting and accounting purposes is the policy's cash surrender value.

9. Tangible Personal Property

- 9.1 The Board shall review all gifts of tangible personal property prior to acceptance.
- 9.2 A gift of jewelry, artwork, collections, equipment, and software shall be assessed for its value to the Permanent Endowment Fund that may be realized either by being sold or by being used in connection with All Saints' Episcopal Church's ministry.
- 9.3 Depending upon the anticipated value of the gift, a qualified outside appraiser may be asked to determine its value.
- 9.4 The Board shall adhere to all IRS requirements relating to the value of or disposition of gifts of tangible personal property and will provide appropriate forms to the donor and IRS.

10. Deferred Gifts

- 10.1 All Saints' Episcopal Church encourages deferred gifts in its favor through any of a variety of vehicles:
 - 10.1.a. Charitable gift annuity (or deferred gift annuity)
 - 10.1.b. Pooled income fund
 - 10.1.c. Charitable remainder trust

- 10.1.d. Charitable lead trust
 - 10.1.e. Bequest
 - 10.1.f. Retained life estate
- 10.2 All Saints' Episcopal Church or the Board (or their agents) shall not act as an executor (personal representative) for a donor's estate. A member of all Saints' Episcopal Church staff serving as personal representative for a member of All Saints' Episcopal Church does so in a personal capacity, and not as an agent of All Saints' Episcopal Church.
- 10.3 All Saints' Episcopal Church or the Board (or their agents) shall not act as trustee of a charitable remainder trust.
- 10.4 When donors are provided planned gift illustrations or form documents, these will be provided free of charge. For any planned gift related documents, materials, illustrations, letters or other correspondence, the following disclaimer shall be included:
- This information is provided to you without charge or obligation. We strongly urge that you consult with your attorney, financial and/or tax advisor to review and approve it. The material presented in no way constitutes advice. We will gladly work with your independent advisors to assist in any way. Please recognize that any gift made is not based upon any representation of All Saints' Episcopal Church, its employees, agents, Vestry, Board members, officers, staff, parishioners, or volunteers.*
- 10.5 All information obtained from or about donors/prospects shall be held in the strictest confidence by All Saints' Episcopal Church, its staff and volunteers. Neither the name, the amount, nor the conditions of any gift shall be published without the express written approval of the donor and/or beneficiary.
- 10.6 The Board shall seek qualified professional counsel in the exploration and execution of all planned gift agreements. All Saints' Episcopal Church recognizes the right of fair and just remuneration for professional services.

SECTION IV
Disposition of Bequests and Memorials

1. **General**

This Section provides policy for the disposition of bequests and memorials naming the Permanent Endowment Fund as beneficiary. Bequests are defined as any type of gift in which the assets are transferred upon the death of the donor. Memorials are defined as any type of gift in which the gift is made in memory of another. These assets may be in any form, such as cash, securities, personal property, real property, etc.

2. **Transfers To The Permanent Endowment Fund**

Bequests or memorials naming the Permanent Endowment Fund as beneficiary are automatically transferred to the Permanent Endowment Fund upon receipt.

3. Procedures

- 3.1 The Treasurer of All Saints' Episcopal Church will see that the Board reviews donations as provided in Section III. The Treasurer will prepare copies of relevant documents and distribute them to the relevant officers of All Saints' Episcopal Church, including the Rector, the Senior Warden, the Finance Committee, and the Chairperson of the Board.
- 3.2 Any cash will be immediately deposited in the bank.
- 3.3 Securities will be entrusted to the Permanent Endowment Fund's investment manager who will then make a decision whether to sell or hold the securities, based on recommendation by the Board and portfolio considerations.
- 3.4 The method, timing, agent, etc. for the liquidation of other assets (such as real estate or personal property) will be decided by the Vestry upon recommendation of the Treasurer and the Board. Notification of actions taken on all bequests and memorials will be made by the Treasurer to the Vestry at a regularly scheduled meeting.
- 3.5 Appropriate acknowledgments of bequests and memorials will be given by the Rector.

SECTION V
Spending Rules

1. Allocations Of Funds For Management And Development Of The Fund

The Board may obligate monies for general expenses incident to the management and development of the Permanent Endowment Fund. Extraordinary initiatives contemplated by the Board to be undertaken for development of the Permanent Endowment Fund will be approved by the Treasurer and the Vestry before implementation.

2. Determination Of Expendable Funds

Expendable funds will be determined on the basis of a total return principle and will not be dependent upon income generated through interest or dividends. The funds available for distribution during any one year will be limited to a percentage of the market value of the corpus that is based on a three-year rolling average, with measures taken at the end of each of the preceding twelve quarters. The market value for this purpose will be taken net of the expenditures in Section V.1. All other expenditures will be taken from funds available for distribution.

3. Limitations On Distributions

With the exception of distributions for administration and development under Section V.1., no distributions will be made until the total value of the Permanent Endowment Fund reaches One Million Dollars (\$1,000,000). After the Permanent Endowment Fund exceeds One Million Dollars, the percentage of the corpus (the total current value of the Permanent Endowment Fund) to be made available shall be determined each year by the Board so long as the base amount (actual dollar amount contributed to the Permanent Endowment Fund)

is not invaded. If the total value should fall below One Million Dollars or below the base amount, no funds will be distributed until the Permanent Endowment Fund is again in excess of that amount.

4. Distribution Of Expendable Funds

Only expenditures which conform to the purposes and restrictions stated shall be considered. These expenditures shall be approved by the Board and the Vestry. Allowed expenditures will then be allocated to the appropriate account of All Saints' Episcopal Church.

SECTION VI
Investment Guidelines

1. Administration

The Board will administer the portfolio of the Permanent Endowment Fund in accordance with these guidelines, as adopted and amended from time to time. These guidelines shall be reviewed at least annually by the Board to determine whether they shall be amended or remain unchanged. The Board shall employ an outside investment manager or managers.

2. Objectives

The assets of the Permanent Endowment Fund are to be invested with the same care, skill and diligence that a prudent person would exercise in investing institutional endowment funds. The primary objective will be to achieve a reasonable total return on the assets, while limiting the risk exposure to ensure the preservation of capital.

3. Policies

3.1 The Board will make investment decisions in accordance with the objectives stated above. The "prudent person rule" shall be the governing policy in making investments. These guidelines are not intended to restrict or impede the efforts of the Board to attain the Permanent Endowment Fund objectives nor is it intended to exclude the Board from taking advantage of appropriate opportunities as they arise. The Board shall have discretion and flexibility to implement the objectives and policies herein set forth.

3.2 The Board shall establish and maintain an asset allocation to reflect and be consistent with the objectives and policies herein set forth.

3.3 The Board shall not invest in private placement, letter stock, futures transactions, arbitrage and other uncovered options and shall not engage in short sales, margin transactions or other similar specialized investment activities.

4. Asset Allocation

The Permanent Endowment Fund's investment manager shall maintain an appropriate balance of equities, fixed income, and cash equivalent reserves to meet the overall objectives set forth herein.

5. Investment Goals

- 5.1 The investment manager shall seek to achieve an annual return target equal to the rate of inflation, plus at least 3%.
- 5.2 The investment manager shall maintain an adequate level of liquidity to assure the ready availability of funds that have been designated as being expendable.
- 5.3 The investment manager shall maintain a moderate turnover of the portfolio. If the turnover appears to be excessive, the Board shall take appropriate action to curtail the turnover to a moderate level.
- 5.4 The investment manager shall maintain a low risk strategy.

6. Reporting

The investment manager shall provide a report quarterly, which shall include a status report with the fund value, any change in the asset allocation strategy, and the investment performance. The report shall reflect compliance with the objectives, policies and guidelines set forth herein.

The foregoing is hereby ADOPTED by the Vestry of All Saints' Episcopal Church this _____ day of _____, 2001.

Attest:

Senior Warden

Attest:

Secretary

Exhibit C

TRUST AGREEMENT FOR THE PERMANENT ENDOWMENT FUND OF ALL SAINTS
EPISCOPAL CHURCH, dated April 1, 2004

THE STATE OF TEXAS)
)
COUNTY OF TARRANT) KNOW ALL MEN BY THESE PRESENTS:

That we, Trustees of **The Permanent Endowment Fund of All Saints Episcopal Church**, of the City of Fort Worth, Tarrant County, Texas, hereafter referred to as grantors do hereby bargain, sell, transfer, convey and deliver to Frost National Bank, all that certain property described in "Schedule A" attached hereto and made a part hereof for all purposes.

To have and to hold the above-described property unto the said Frost National Bank, Trustee, its successor and assigns, forever, and we, the said grantors, do hereby bind all and singular, the property set out and described above, unto the said Frost National Bank, trustee, its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof.

This conveyance is in trust, however, for the purposes and subject to the provisions hereinafter set out, and said property shall be held and managed by said Frost National Bank, trustee, as a trust fund, under the terms and provisions hereinafter set out, for the benefit of the grantors until the termination of this trust in the manner hereinafter set out:

I.

This trust shall continue until terminated as hereinafter provided.

II.

The grantors hereby expressly reserves the following rights:

1. The right to revoke and terminate this trust at any time. Such revocation shall be accomplished by the grantors giving (90) days written notice of such revocation to the trustee, and upon the expiration of ninety (90) days after such notice is delivered to the trustee, this trust shall terminate, and the trust property shall be delivered by the trustee to the grantors upon the said grantor receipting for same, provided the trustee may, at its option, waive such notice.
2. The right to withdraw from the trust any part of the corpus of the trust estate at any time after ninety (90) days written notice to the trustee, upon receipting for same, provided that the trustee may, at its option, waive such notice.
3. The right to add additional property to the said trust from time to time and at any time, by executing an instrument in writing setting out and describing said additional property, and requesting the trustee to add it to said trust, provided that the duties of the trustee may not be increased or its

compensation decreased by adding any additional property to the trust, without the consent of the trustee.

4. The right to amend this trust instrument in any manner the grantor may see fit at any time and from time to time, by an instrument in writing executed by the said grantor and delivered to the trustee, provided that the duties of the trustee may not be increased or its compensation be decreased by any such amendment without the consent of the trustee.

III.

The Trustee may resign as such trustee at any time by giving ninety (90) days written notice of its resignation to the grantor and such resignation shall be effective ninety (90) days after such written notice is received by the said grantor.

IV.

The net income from the trust shall be paid over and delivered to the grantor in quarterly or other mutually convenient installments.

V.

During the continuance of the trust herein provided for, the trustee shall hold and administer the trust estate in accordance with the provisions of the Texas Trust Code as the same exists at the date of this instrument, regardless of whether such Code may hereafter be repealed or amended, as fully as though its provisions were written into this instrument; provided, however, that the trustee, at its option, may exercise any additional powers conferred on trustees of such trusts by any subsequent amendment of such Code; that no bond or other security shall ever be required of the trustee; and that the provisions of this instrument shall govern whenever in conflict with the provisions of such Code.

Notwithstanding any contrary provisions of such Code, the trustee may buy or sell between this trust and any other of which it may be trustee as fully as it might deal with any third person; and the trustee, in its discretion, may amortize premiums on bonds or similar obligations out of the interest received thereon. The trustee is hereby authorized to invest funds of the trust in any common trust fund operated by it.

VI.

It is expressly agreed that the responsibility of the trustee hereunder is limited to the use of good faith and ordinary diligence and its customary practice in the management of like properties.

VII.

In order to facilitate an efficient and economical resolution of any disputed matter arising under this agency agreement, grantor and trustee agree that prior to the instigation of litigation by either of the parties, they will use their best efforts to resolve such dispute by first mediating the dispute in good faith and second, by using such other alternative dispute resolution procedures as may be selected by the trustee (including, but not limited to, binding arbitration) as are provided in "Alternate Methods of Dispute Resolution," Texas Civil Practice and Remedies Code, or such other similar statutory means of alternative dispute resolution as may be hereafter adopted.

VIII.

The term "net income" as hereinabove used refers to that part of the income actually received during each year and left in the hands of such trustee after the payment of, or establishment of reserves, for all taxes and other expenses and charges, including the compensation or commission to which said trustee shall be entitled as herein provided.

IX.

As compensation for its services hereunder as trustee, Frost National Bank shall be entitled to charge the same fees customarily charged by it for similar services in other trusts at the time the services are performed.

EXECUTED on this the 1st day of April, 2004.

The Permanent Endowment Fund of All Saints'
Episcopal Church

By: <u>Chris Jahn</u>	Rector
<u>Edwin H. Fenech</u>	Sr. Warden
<u>Paul J. ...</u>	Treasurer Vestryman
_____	Vestryman
_____	Vestryman
_____	Vestryman
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Vestryma

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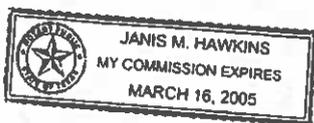
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Vestryma

Given under my hand and seal of office this 1st day of April, 200

(Seal)



Janis M. Hawkins
Notary Public in and for Tarrant County, Texas

Frost National Bank, trustee, accepts the foregoing trust and agrees to administer the same in accordance with the provisions thereof.

FROST NATIONAL BANK, TRUSTEE

By: _____
Vice President

All Saints' Episcopal Church

Resolution of the Vestry
All Saints' Episcopal Church
5001 Crestline, Road
Fort Worth, Texas

Regular Meeting of 23 March 2004

Be it resolved,

that the Vestry of All Saints' Episcopal Church in Fort Worth, Texas, approve the proposal to establish an account with Frost Bank of Fort Worth, Texas, to receive and house monies for the The Permanent Endowment Fund of All Saints' Episcopal Church of Fort Worth, Texas.

Motion made by Dr. Constance Lefler, seconded by Mr. J. Douglas Sanders

Resolution unanimously approved by the Vestry

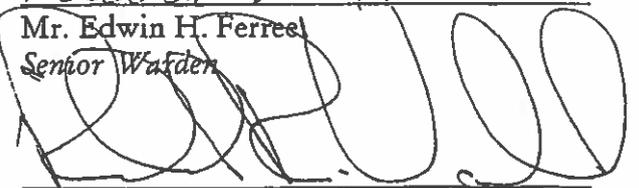
RESOLUTIONS ATTESTED BY:



The Rev'd Christopher N. Jambor
Rector



Mr. Edwin H. Ferree
Senior Warden



Mr. Richard R. Varnell
Senior Warden



The Rev'd Timothy M. Matkin
Clerk of the Vestry

Exhibit D

ALL SAINTS' EPISCOPAL CHURCH OF FORT WORTH ENDOWMENT FUND

INVESTMENT OBJECTIVES AND POLICIES

I. INVESTMENT OBJECTIVES.

The principal objective of the investment program for the All Saints' Episcopal Church of Fort Worth Endowment Fund (the "Endowment Fund") is to generate income and capital gains that contribute to the operating budget of All Saints' Episcopal Church of Fort Worth (the "Church"), and to allow the Church to expand and improve the programs that it offers to its members and to the community. The secondary but almost equally important objectives are to preserve and grow the purchasing power of the assets comprising the Endowment Fund. The Church's Vestry (the "Vestry") recognizes that these objectives can be met over time only if the Endowment is invested in a diverse portfolio of high quality equity and fixed-income securities. Therefore, the Vestry has established the following objectives:

1. The expected real (after inflation defined as CPI + 2%) long-term growth rate target for the Endowment portfolio is 6%; and,
2. While the planning horizon for this target return is 5 years, the investment selection process should strive to avoid material losses over a rolling 12 month horizon.

II. INVESTMENT GUIDELINES AND ASSET ALLOCATION.

The Vestry has established the following guidelines with respect to the relative proportions of equities and fixed income securities held in the portfolio.

1. Equities: 70%. The long-term ideal maximum for equity exposure is 70% of the portfolio at market value. Securities convertible into equity are to be included as equities.
2. Fixed Income: 30%. The long term goal of fixed income exposure is 30% of the portfolio at market value. Up to one-half of this 30% is to be allocated to cash and cash equivalents. The other 15% is to be allocated to bond and/or other fixed interest vehicles with maturities of one (1) year or longer.

A target asset allocation will be established periodically but not less often than annually. Allocation of assets within the above limits is to be based primarily on relative attractiveness and the investment/economic prospects over a five-year period. Based on their review of market conditions, the Vestry or their designee may temporarily modify these asset allocation guidelines within the context of this long-term allocation policy.

III. POLICIES AS TO INVESTMENT INSTRUMENTS.

The following guidelines apply to any security purchased for the Endowment:

EQUITY HOLDINGS

1. Types of Securities - Equity securities include common stock or equivalents, ADRs, preferred stock, REITs and any mutual funds, or exchange traded funds (ETFs) substantially complying with the above. Equity derivative securities (options, futures, synthetic securities, etc.) are not permitted unless approved specifically by the Vestry or their designee. There are no restrictions on the realization of gains or losses if considered in the best interest of the Endowment by the investment manager. All securities must be publicly traded. No short sales of equities are permitted unless approved by the Vestry or their designee.
2. Diversification - A high level of diversification across industry and individual holdings is to be maintained. The maximum exposure to any industry (3 digit SIC code) is to be 20% of the portfolio's market value, and the maximum exposure to an individual security shall not exceed five percent (5%) (at cost) or ten percent (10%) (at market) of the value of the equity portfolio.
3. Quality - Prudent standards of quality are to be developed and maintained by the investment manager. Companies whose securities are held should exhibit strong financial position and reasonable valuation.

FIXED INCOME HOLDINGS

1. Types of Securities - The portfolio may own fixed securities of any U.S. corporation, governmental agency or political subdivision not otherwise prohibited. All fixed income obligations must be publicly traded with liquid markets. Fixed income derivative securities (e.g., strips, swaps, etc.) are not permitted unless approved specifically by the Vestry or their designee.
2. Diversification - Except for U.S. Treasury and governmental agency obligations, the instruments of indebtedness of any single corporate issuer should be limited to five percent (5%) of the portfolio and to five percent (5%) of the specific issue (valued at market).
3. Maturities - Maturities should be limited to 10 years or less. The weighted average maturity of the fixed income portion of the portfolio must not exceed seven (7) years. Convertible securities are not subject to the ten-year maximum maturity, nor are bonds with call and sinking fund provisions which result in effective maturities shorter than stated final maturities.

4. Quality - The quality rating of corporate issues is limited to the top four quality ratings of Moody's, Standard & Poor's, and Dun & Bradstreet. Issues with credit ratings not meeting the policy may be purchased only if approved specifically by the Vestry or their designee. The prospect of credit risk or permanent risk of loss is to be avoided.

CASH EQUIVALENTS

Types of Securities - Debt securities of any U.S. entity not otherwise prohibited, U.S. government issues, no-load government backed money market funds, or certificates of deposit with maturities of less than one year.

OTHER INVESTMENTS

Direct purchases of interests in real estate, private placements or commodities are not permitted for this portfolio. Any assets of this nature that are contributed to the Endowment are to be liquidated as soon as practicable unless otherwise determined by the Vestry or their designee.

IV. OTHER PROVISIONS.

If the investment quality rating of a security held in the portfolio declines below that specified in this policy and the investment manager desires to continue to hold the security, the Vestry or their designee are to be notified immediately in writing of the situation and the rationale for the investment manager's position.

V. ADMINISTRATION AND EVALUATION.

REVIEW MEETINGS

Each investment manager will be expected to meet as often as requested, but at least annually, with the Vestry or their designee. The agenda for these meetings is to include, among other things:

1. A presentation of investment results in light of the objectives of this statement. Performance is to be measured in terms of total return; no distinction will be made for evaluation purposes between realized and unrealized gains.
2. A discussion of investment strategies currently being executed by the investment manager.
3. Communication of any material changes in policy, objectives, staffing or business condition of the investment manager.

The Vestry are to meet at least twice annually to review the performance results of the Endowment. At least once annually the Vestry are to review and reassess these Investment Objectives and Policies.

The Vestry or their designee are responsible for determining the number of investment managers needed to manage the Endowment and for selecting the particular managers. The investment manager must be registered with the Securities and Exchange Commission.

EVALUATION

On a regular basis the Vestry will review actual results achieved by the investment manager to determine whether:

1. Each investment manager adhered to the investment guidelines set forth herein, including maximum quality ratings.
2. Asset allocation and security selection decisions were reasonable.
3. The investment portfolio performed satisfactorily when compared with the absolute performance objectives contained herein.

AMENDMENTS

The Vestry must approve any amendments to these Investment Objectives and Policies.

DISTRIBUTION POLICY

Funds will be made available to the Church from the Endowment by the Vestry pursuant to the "Total Return Policy" attached as Exhibit D to the All Saints' Episcopal Church of Fort Worth Endowment Agreement.

Exhibit E

ALL SAINTS' EPISCOPAL CHURCH OF FORT WORTH
ENDOWMENT AGREEMENT

TOTAL RETURN POLICY

Adopted: August 26, 2008

PURPOSE

In accordance with this total return policy, the Vestry of All Saints' Episcopal Church of Fort Worth (the "Church") will cause to be distributed or expended annually for the benefit of the Church up to but not more than five percent (5%) of the investment assets (primarily stocks and bonds) held in the Church's endowment (the "Endowment Fund") under the "Agreement Creating The All Saints' Episcopal Church of Fort Worth Endowment Fund" (the "Endowment Agreement"). The Vestry has adopted the total return method in an effort to ensure that over a long period of time, the maximum current distributions or expenditures on behalf of the Church that are practical can be made, consistent with the equally important goals of (1) preserving the purchasing power of the assets comprising the Endowment and (2) providing for some growth in assets, in real terms, even if there are no future contributions to the Endowment.

A secondary but significant purpose of the policy is to make it easier for the Church to plan by providing the Church with a stable and predictable pattern of distributions.

BACKGROUND

Conventional accounting analysis classifies interest and dividends as "income" and the value of the stock or bond as "principal" or "corpus." The governing instruments of most older endowment funds provide that distributions may be made from income only and not from corpus. These restrictions make it difficult to meet the dual goals of maximizing current distributions while preserving purchasing power. In the case of bonds, a very significant portion of the interest - more than half during "normal" times - is a premium to account for inflation. If all interest income is distributed, the purchasing power of the bonds is eroded and future generations are shortchanged. In the case of stocks, over time the dividend income historically is considerably less than the appreciation in the value of the stock. The purchasing power of the stock grows significantly over time, making more assets available for future generations, but the current generation is shortchanged. While it is very possible to achieve a result which is the equivalent of a total return method with a more or less balanced portfolio, this results from balancing those two offsetting inconsistencies rather than from a policy that considers all factors.

The "total return method" of foundation accounting considers all four of these factors: interest, dividends, inflation and appreciation. In this policy statement the Vestry have adopted the total return method providing for annual distributions of not more than 5% of the market value of investment assets. Market value is defined below as the average value over the three most recent fiscal years to avoid peaks and valleys in markets and also to be slightly conservative. Virtually all the assets of the Endowment are investment assets which will be covered by this policy.

CALCULATIONS AND DEFINITIONS

"Average Value" for each fiscal year ending December 31 means the fair market value of the Investment Assets as of the end of the fourth fiscal quarter of each fiscal year.

"Investment Assets" means publicly traded common stocks and other equities, bonds and other debt instruments and cash and cash equivalents held in the Endowment.

"Other Assets" means any asset other than Investment Assets. The Vestry will address distribution decisions for Other Assets on an ad hoc basis. If the significant contributions consisting of Other Assets (such as real estate or oil and gas properties) are made to the Endowment, the Vestry will develop a formal distribution policy for Other Assets.

ANNUAL DISTRIBUTIONS

Each fiscal year the Vestry will cause to be distributed or expended on behalf of the Church up to but not more than 5% of the Average Value of the Investment Assets for the three most recent fiscal years. The amount of each annual distribution is expected to vary based on several factors, including but not limited to the Church's financial performance and needs and the return achieved on the Investment Assets. The amount by which the distribution or expenditure on behalf of the Church in any particular fiscal year is less than 5% of the Average Value of the Investment Assets for that fiscal year will remain available for distribution or expenditure in subsequent fiscal years (and will be designated as such), unless the Vestry determines to allocate some or all of this amount to the Principal of the Endowment (as defined in the Endowment Agreement). Any distributions or expenditures of these amounts in subsequent fiscal years are to be viewed as in addition to, and not as a reduction of, the 5% distribution or expenditure that may be made on behalf of the Church in the subsequent fiscal year.

AMENDMENTS

The Vestry may change the asset allocation and will develop specific distribution policies if new categories of assets are acquired. If the asset allocation is changed significantly, the target distribution amount will be re-examined. The allocation and the target distribution amounts should not be amended or changed without considerable deliberation, because the key assumption underlying the total return concept is that the practice will be followed over a very long period of time.

EXHIBIT E-7



Frost National Bank
Cullen/Frost Bankers, Inc.

STATEMENT PERIOD: 03/31/09 THRU 04/30/09 PAGE 1

ALL SAINTS CHURCH ENDOW FUND TR

ALL SAINTS EPISCOPAL CHURCH ATTN BUSINESS MANAGER 5001 CRESTLINE ROAD FORT WORTH TEXAS 76107	ACCOUNT OFFICER: MARY ANNA MARTINEZ (817)420-5019 FROST TRUST SERVICES ACCOUNT NUMBER: W00032100
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ACTIVITY SUMMARY

BEGINNING MARKET VALUE - MARCH 31, 2009		17,534.04
ADDITIONS TO ACCOUNT - CASH OR SECURITIES		35.00
INVESTMENT ACTIVITY		
INCOME RECEIVED	6.93	
TOTAL INVESTMENT ACTIVITY		6.93
BANK FEES		14.61
NET CHANGE IN MARKET VALUE		27.32
ENDING MARKET VALUE - APRIL 30, 2009		17,561.36

Handwritten: 6.93 > -7.68

PORTFOLIO SUMMARY

	TAX COST	MARKET VALUE	% OF TOTAL	ESTIMATED ANNUAL INC	INCOME RATE(%)
INCOME CASH & EQUIVALENTS	1,673.16-	1,673.16-	9.5	0.00	0.00
PRINCIPAL CASH & EQUIVALENTS	19,234.52	19,234.52	109.5	61.46	0.32
TOTAL PORTFOLIO	17,561.36	17,561.36	100.0	61.46	0.35

(TOTAL PURCHASE PRICE \$17,561.36)



ACCOUNT NO.	W00032100	STATEMENT PERIOD:	3/31/09	THRU	4/30/09	PAGE	2
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EVERY EFFORT IS MADE TO OBTAIN ACCURATE, CURRENT PRICES FOR ALL FINANCIAL ASSETS FROM THIRD PARTY SOURCES WHICH WE CONSIDER RELIABLE; HOWEVER, NONE GUARANTEE ACCURACY OR COMPLETENESS OF THEIR PRICING. WHEN A CURRENT PRICE IS NOT AVAILABLE, A PRICE MAY BE DERIVED BY FORMULA THROUGH A COMPARISON WITH SIMILAR INVESTMENT INSTRUMENTS. PRICES FOR CLOSELY HELD OR THINLY TRADED SECURITIES ARE NOT READILY AVAILABLE BUT ARE REVISED WHEN INFORMATION CAN BE OBTAINED.





ACCOUNT NO. W00032100 STATEMENT PERIOD: 3/31/09 THRU 4/30/09 PAGE 3

ALL SAINTS CHURCH ENDOW FUND TR

PORTFOLIO HOLDINGS

SHARES OR FACE VALUE		TAX COST/ UNIT COST	MKT VALUE/ UNIT PRICE	EST INCOME/ INC RATE(%)
CASH & EQUIVALENTS				
<u>CASH BALANCE</u>				
	INCOME	1,673.16-	1,673.16-	
	PRINCIPAL	<u>1,673.16</u>	<u>1,673.16</u>	
		0.00	0.00	
<u>CASH EQUIVALENT</u>				
17,561.36	AIM STIT GOVT & AGENCY-INSTL (PRINCIPAL)	17,561.36 1.00	17,561.36 1.00	61.46 0.35
	TOTAL CASH & EQUIVALENTS	17,561.36	17,561.36	61.46
	TOTAL PORTFOLIO	17,561.36	17,561.36	61.46



ACCOUNT NO. W00032100	STATEMENT PERIOD: 03/31/09 THRU 04/30/09	PAGE 4
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ALL SAINTS CHURCH ENDOW FUND TR
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TRANSACTION DETAIL

	CASH	TAX COST
BEGINNING BALANCE - MARCH 31, 2009	0.00	17,534.04
<u>ADDITIONS TO ACCOUNT - CASH OR SECURITIES</u>		
04/09/09 RECD FROM ABA# 114000093 FROST BANK #600031708 ADDITION TO ACCOUNT PER LYNN WALTMANN FOR MEMORIALS	35.00	
TOTAL	35.00	0.00
<u>INCOME RECEIVED</u>		
04/01/09 CASH RECEIPT OF DIVIDEND EARNED ON AIM STIT GOVT & AGENCY-INSTL DIVIDEND FROM 3/1/09 TO 3/31/09	6.93	
TOTAL	6.93	0.00
<u>SALES</u>		
AIM STIT GOVT & AGENCY-INSTL TOTAL OF SALE ACTIVITY FOR PERIOD 03/31/09 THRU 04/30/09	14.61	14.61-
TOTAL	14.61	14.61-
<u>PURCHASES</u>		
AIM STIT GOVT & AGENCY-INSTL TOTAL OF PURCHASE ACTIVITY FOR PERIOD 03/31/09 THRU 04/30/09	41.93-	41.93
TOTAL	41.93-	41.93
<u>CHANGE IN ASSET MARKET VALUE</u>		
ENDING UNREALIZED GAIN OR LOSS		17,561.36
TOTAL 04/30/09 ASSET MARKET VALUE		17,561.36
LESS TOTAL 04/30/09 TAX COST		0.00
ENDING UNREALIZED GAIN		17,561.36

2



ACCOUNT NO. W00032100 STATEMENT PERIOD: 03/31/09 THRU 04/30/09 PAGE 5

ALL SAINTS CHURCH ENDOW FUND TR

TRANSACTION DETAIL

	CASH	TAX COST
<u>CHANGE IN ASSET MARKET VALUE</u>		
BEGINNING UNREALIZED GAIN OR LOSS		
TOTAL 03/31/09 ASSET MARKET VALUE		17,534.04
LESS TOTAL 03/31/09 TAX COST		<u>17,534.04</u>
BEGINNING UNREALIZED GAIN		0.00
TOTAL CHANGE		
ENDING UNREALIZED GAIN/LOSS		0.00
LESS BEGINNING UNREALIZED GAIN/LOSS		0.00
PLUS TOTAL COST BASIS ADJUSTMENTS		<u>0.00</u>
NET CHANGE IN ASSET MARKET VALUE		0.00
<u>BANK FEES</u>		
04/07/09 TRUSTEE FEE - 112 COLLECTED	7.31-	
BASED ON A MARKET VALUE OF \$17,534.04		
(AMOUNT POSTED TO PRINCIPAL CASH)		
04/07/09 TRUSTEE FEE - 112 COLLECTED	7.30-	
BASED ON A MARKET VALUE OF \$17,534.04		
(AMOUNT POSTED TO INCOME CASH)		
TOTAL	<u>14.61-</u>	<u>0.00</u>
ENDING BALANCE - APRIL 30, 2009	<u>0.00</u>	<u>17,561.36</u>

EXHIBIT F

DESIGNATION OF DEPOSITION TESTIMONY OF WILLIAM R. BRACKETT

CORPORATE REPRESENTATIVE OF NON-DEBTOR ALL SAINTS

(Date of Deposition – April 21, 2015)

9:11–20

10:7 – 10:21

10:25 – 11:6

11:18 – 13:2

15:9 – 17:14

33:19 – 34:2

35:4 – 35:21

42:15-19

51:2 – 52:2

52:12-19

54:11 – 55:3

55:12 – 56:17

57:8 – 58:6

67:2-14

68:1-12

68:16 – 69:19

85:3-8

85:20-25

86:10-14

104:23 – 105:5

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NO. 141-252083-11

THE EPISCOPAL CHURCH, ET AL.	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
V.	§	TARRANT COUNTY, TEXAS
	§	
FRANKLIN SALAZAR, ET AL.,	§	
	§	
Defendants.	§	141ST JUDICIAL DISTRICT

ORAL AND VIDEOTAPED DEPOSITION OF

THE DEFENDANT APPEARING AS

"ALL SAINTS' EPISCOPAL CHURCH (FORT WORTH)"

BY ITS DESIGNATED REPRESENTATIVE

WILLIAM R. BRACKETT

APRIL 21, 2015

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ORAL AND VIDEOTAPED DEPOSITION of THE
DEFENDANT APPEARING AS "ALL SAINTS' EPISCOPAL CHURCH
(FORT WORTH)" by its designated representative WILLIAM
R. BRACKETT, produced as a witness at the instance of
the Plaintiffs, and duly sworn, was taken in the
above-styled and numbered cause on the 21st day of
April, 2015, from 9:03 a.m. to 11:53 a.m., before
Kim M. Dickman, CSR in and for the State of Texas,
reported by machine shorthand, at the offices of
Sharpe, Tillman & Melton, P.C., 6100 Western Place,
Suite 1000, in the City of Fort Worth, County of
Tarrant, State of Texas, pursuant to the Texas Rules
of Civil Procedure.

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A P P E A R A N C E S

FOR THE LOCAL EPISCOPAL PARTIES:

Mr. Daniel L. Tobey
Mr. Robert Ritchie
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FOR THE LOCAL EPISCOPAL CONGREGATIONS:

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FOR THE EPISCOPAL DIOCESE OF FORT WORTH
CORPORATION, EPISCOPAL DIOCESE OF FORT
WORTH AND JACK LEO IKER:

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A P P E A R A N C E S :

FOR THE DEFENDANT CONGREGATIONS :

Mr. David Weaver
WEAVER LAW FIRM
1521 North Cooper Street
Suite 710
Arlington, Texas 76011
817.460.5900
rdweaver@weaverlawfirm.com

ALSO PRESENT :

Mr. Wayne Rennke, Videographer
Bishop Jack Iker

09:05:59 1 A. Master of Business Administration.

2 Q. Where did you get that degree?

3 A. Texas Christian University.

4 Q. What year?

5 A. 1993.

6 Q. Okay. I believe your father is an attorney?

7 A. Yes, he is.

8 Q. Okay. Do you have any legal training?

9 A. Nothing more than business law classes in --
10 or in business school.

11 Q. Okay. You've been designated to testify on
12 behalf of a defendant known as All Saints' Episcopal
13 Church. Without arguing about who is right and who is
09:06:29 14 wrong, you understand that we claim, I'm -- I'm
15 representing the All Saints' Episcopal Church as we
16 see it, and you're here on the other side
17 representing, if I understand correctly, the All
18 Saints' Episcopal Church as you see it. Is that a
19 fair statement of your view of it?

20 A. I would agree with that statement, sir.

21 Q. How were you selected to be the
22 representative?

23 A. Mr. --

24 MR. WEAVER: Object to form.

25 Go ahead. You can answer.

09:06:57

1 A. Okay. Mr. Weaver talked to our rector,
2 Father Darryl Pigeon.

3 MR. WEAVER: And that's the extent of
4 what I will permit you to say.

5 THE WITNESS: Okay.

6 Q. (By Mr. Hill) Okay. Don't tell me what
7 counsel said. Were you designated by Father Pigeon?

8 A. I was.

9 Q. Okay. And, now, what is Father Pigeon's
10 title?

11 A. Rector of All Saints' Episcopal Church.

09:07:30

12 Q. Okay. You previously in prior years were a
13 member of the All Saints' Episcopal Church that I
14 represent, were you not?

15 A. Yes, I was.

16 Q. How many years?

17 A. Since birth, which would be 1970, until about
18 the beginning of 2009 when the split occurred.

19 Q. Okay. And -- and you decided to go with that
20 group that split off from The Episcopal Church?

21 A. That's correct, sir.

09:08:00

22 Q. Okay. And the defendant, if I may, I'll
23 refer to -- to your version of All Saints' Episcopal
24 Church as the defendant All Saints'.

25 Is it your understanding that the

1 defendant All Saints' Episcopal Church claims to have
2 left The Episcopal Church of the United States?

3 MR. WEAVER: Objection, form.

4 You may answer.

5 Q. (By Mr. Hill) You can answer.

6 A. Yes, that would be correct.

09:08:25

7 Q. You're aware that Bishop Iker -- have you
8 read his deposition?

9 A. No, sir, I have not.

10 Q. Have you seen it at all?

11 A. No, sir.

12 Q. Have you seen a summary of it?

13 A. No, sir.

14 Q. Without telling me who or what was said, has
15 someone given you an oral description of what Bishop
16 Iker testified to?

17 A. No, sir.

18 Q. Okay. Did you leave the plaintiff All
19 Saints' Episcopal Church in January or February of
20 '09?

21 MR. WEAVER: Objection, form.

22 Q. (By Mr. Hill) You can answer.

09:08:59

23 A. That -- that -- that time period would be
24 correct.

25 Q. Okay. And why did you leave?

1 A. Because I chose to remain loyal to the
2 Episcopal Diocese of Fort Worth. I essentially had
3 decided that the Episcopal Church did not -- or the
4 leadership of it did not reflect my religious beliefs
5 any longer, and so I decided that I could not remain
09:09:28 6 in it anymore.

7 Q. In the -- the latter years of your membership
8 in the plaintiff All Saints', were you on the vestry?

9 A. Yes, sir, I was.

10 Q. Describe your understanding of what the
11 vestry is or was at that time.

12 A. The vestry is essentially the elected board
13 of directors of the Church and that's essentially --
09:10:00 14 that's -- that's enough.

15 Q. Okay. And -- and who elects it?

16 A. The parishioners elect the members of the
17 vestry at the annual parish meeting.

18 Q. Did you serve on the vestry more than one
19 time?

20 A. Yes, sir, I did.

21 Q. About how many times did you serve?

22 A. I served the first time on the vestry from
23 2002 until 2005. Then I was elected again in 2007. I
09:10:28 24 served 2007 and 2008 until I resigned and left the
25 Church.

1 Q. And, again, that was sometime early in 2009?

2 A. That's correct.

3 Q. Okay. Give me your best description or
4 understanding of what your duties were as a vestry
5 person.

09:10:58

6 A. To act in what I believe to be the best
7 interests of the Church and the parishioners who
8 elected me to the vestry.

9 Q. Okay. And -- and when you were elected to
10 the vestry, did you have an understanding as to
11 whether all -- the plaintiff All Saints' Church was a
12 parish within The Episcopal Church?

13 MR. WEAVER: Objection, form.

14 Q. (By Mr. Hill) You can answer.

15 A. Yes, I did.

16 Q. And what was your understanding?

09:11:28

17 A. When I was elected, All Saints' Episcopal
18 Church was a -- a parish in the Episcopal Diocese of
19 Fort Worth headed by Bishop Jack Iker which at the
20 time was a constituent member of The Episcopal Church.

21 Q. Okay. And -- and did you have some -- since
22 you were a lifelong member, did you have some
23 understanding of what the relationship -- what the
24 relationship was between and among of the parish of
09:11:57 25 All Saints' and the Episcopal Diocese of Fort Worth

1 A. The first vote occurred in November of 2007.
2 It required two readings. The second occurred in
3 November of 2008.

09:13:30

4 Q. Okay. Just prior to the second vote in
5 November of 2008, was the relationship between and
6 among those three entities the same as it had been
7 over the years just prior to the November vote?

8 A. I would say that it would have, yes.

9 Q. All right. And so just prior to the final
10 November vote of 2008, if I'm hearing you correctly,
11 you viewed All Saints' Episcopal Church as a parish
12 within the diocese and within the national church; is
13 that fair?

09:13:57

14 A. All Saints' was a member of the Episcopal
15 Diocese of Fort Worth, which until the until the final
16 vote was a member of The Episcopal Church.

17 Q. All right. And just prior to that final
18 vote, you were on the vestry, were you not, of
19 plaintiff All Saints'?

20 A. Yes, I was.

21 Q. Okay. Now, how many people were on the
22 vestry?

23 A. There were 15.

24 Q. Pardon?

25 A. 15.

1 Q. Okay. Did -- did you ultimately resign from
2 that vestry?

3 A. Yes, sir, I did.

4 Q. And -- and do you remember when you resigned?

09:14:30 5 A. I remember it was December of 2008.

6 Q. Why did you resign?

7 A. I -- because I disagreed with the direction
8 that the rector and the majority of the vestry were
9 taking. They were essentially making it clear that if
10 you did not support their position, that you were no
09:14:58 11 longer going to be permitted to serve on the vestry,
12 and so I decided to tender my resignation.

13 Q. Okay. Did someone demand that you resign?

14 A. No, sir, they did not.

15 Q. Did someone request that you resign?

16 A. No, sir, they did not.

17 Q. That was purely your voluntary decision?

18 A. Yes, sir, I would agree with that statement.

19 Q. And if -- if I may give part of that back to
20 you, a reason was because you perceived at least that
21 the majority of the vestry wanted to remain loyal to
22 The Episcopal Church?

09:15:29 23 A. That would be correct, sir.

24 Q. Okay. Can you give me some idea of what that
25 majority was numerically?

09:16:00 1 A. I believe ultimately that nine members of the
2 15 that year elected to remain on the vestry. There
3 were three of us who decided to resign. There were
4 two more who I don't think ever formally gave their
5 resignation, they simply were told that if they were
6 not loyal to The Episcopal Church, if they wanted
7 to -- their loyalty was with -- with Bishop Iker and
8 the Episcopal Diocese of Fort Worth, that they were no
9 longer welcome to serve on the vestry, so they just
09:16:27 10 essentially left. And then there was one more who
11 essentially she abandoned her duties. She quit coming
12 to meetings, and so I would say that she effectively
13 tendered her resignation just with her absence from
14 the whole process altogether.

15 Q. You -- you said that -- I think you said
16 three, I'm not sure, of -- of the members who resigned
17 were told that they were not welcome. Did you hear
18 that said to them?

19 A. No, that's -- and that's not -- that's not
20 what I said.

09:16:59 21 Q. I'm sorry. Correct me then.

22 A. There were three of us who did tender our
23 resignations. There were two more who decided to --
24 or -- or rather who left when they said they were told
25 that they were not welcome anymore to serve on the

1 A. Potentially.

2 Q. How?

3 A. Well, if it's -- there's certainly situations
09:35:29 4 that we might find ourselves in where the interests of
5 the parish where we may have had information that
6 parishioners did not know might have conflicted, but
7 that certainly was a rare situation. For the most
8 part, I would agree that the interests of the parish
9 coincided with the interests of its members.

10 Q. Of -- of the congregation?

11 A. Yes.

12 Q. Okay. I'm not -- I don't mean to
13 differentiate.

09:35:59 14 A. That's all right.

15 Q. When I say congregation, I assume we're
16 talking about the members of that congregation in that
17 parish?

18 A. Yes.

19 Q. Okay. Were you aware that there was a
20 corporation named All Saints' Episcopal Church while
21 you were there?

22 A. I -- I don't really believe I did.

23 Q. Okay. When did you first learn that?

24 A. Well, I think I knew that it had some -- some
09:36:30 25 corporate bylaws, but I really wasn't familiar with --

1 with the existence of the All Saints' Corporation at
2 all.

3 Q. Okay. Let me show you, this was marked
4 yesterday, I'm not going to mark it again, as Exhibit
5 25 --

6 A. All right.

7 Q. -- to Father Jambor's deposition.

8 A. Yes.

9 Q. Take a look at it. You've seen that before?

10 A. Yes, sir, I have.

11 Q. And you signed one of -- one of the spaces on
09:36:59 12 the first page, did you not?

13 A. That's correct.

14 Q. What was the date of that?

15 A. January the 7th, 2009.

16 Q. And that's well after the split, right?

17 A. If you're referring to the split being when
18 the Episcopal Diocese of Fort Worth voted to separate
19 from The Episcopal Church, that would be correct.

20 Q. Is that what you generally mean by the split?

21 A. Well, to me --

22 Q. You use that word?

23 A. To me --

24 Q. You used that word before?

25 A. Yes. There would be two splits. There would

09:37:30 1 be the split involving the diocese and the national
2 Episcopal Church and then there would be the split
3 within All Saints' Episcopal Church.

4 Q. Okay. All right. Now, about how many of the
5 All Saints' -- plaintiff All Saints' parishioners left
6 All Saint -- plaintiff All Saints' parish and -- and
7 -- and went with Bishop Iker?

8 A. I would guess --

9 MR. WEAVER: I'm going to object to the
10 form.

11 Go ahead and answer.

12 THE WITNESS: Okay.

13 A. I would guess around 150 or so.

14 Q. (By Mr. Hill) Okay. Do you recall about
09:37:57 15 what the number was of parishioners at that time at
16 plaintiff All Saints'?

17 A. Well, membership rolls, I believe, probably
18 claimed around 2,000. The average Sunday attendance
19 was probably somewhere around about a fourth of that,
20 so the -- the active membership was probably around
21 500 or so.

22 Q. Okay. Were you -- at the last annual
23 meeting, were you in the group that left during the
09:38:29 24 meeting?

25 A. Well, I actually wasn't at that annual

1 A. No.

2 Q. Okay. That's just your own lay opinion?

3 A. Yes.

09:45:26

4 Q. Okay. Now, if I tell you that -- you -- you
5 are aware that -- I don't mean disrespect with this,
6 I'm trying to shorthand. Bishop Iker's version of the
7 Episcopal Diocese of Fort Worth, you are aware that
8 they have disclaimed any interest in the All Saints'
9 School property?

10 A. Okay.

11 Q. Are you aware of that?

12 A. I'm not aware of that, no.

13 Q. Nobody's told you that?

14 A. No.

15 Q. What office do you hold at the defendant All
16 Saints' Episcopal Church?

17 A. Senior warden.

18 Q. And you're on the vestry?

19 A. Yes.

09:45:58

20 Q. Okay. Well, is the vestry kept apprised of
21 the contentions of defendant All Saints' Episcopal
22 Church in this case?

23 MR. WEAVER: Objection, form.

24 You don't have to answer that.

25 Q. (By Mr. Hill) I'm not asking you what was

1 if I do a little bit.

2 Remind me how long you were an officer of
3 All Saints' Episcopal Church when it was still in your
4 view within The Episcopal Church.

5 A. How long I had what -- you're asking terms I
6 served and so forth?

7 Q. For now just number of years you were an
8 officer of.

9 A. Okay. Well, again, I'll -- I'll just be
10 specific. I was a member of the vestry from 2002
10:09:30 11 until 2005. I was elected again in 2007, and served
12 from January of 2007 until I resigned in December of
13 2008.

14 Q. Okay. And you resigned in December of 2008
15 as a vestry member of All Saints' Episcopal Church,
16 correct?

17 A. Yes.

10:09:56 18 Q. Okay. Do you currently hold an office in the
19 entity which we'll call the defendant All Saints'
20 Episcopal Church?

21 A. Yes, sir, I do.

22 Q. And -- and what office is that?

23 A. I'm currently a member of the vestry. I was
24 elected in January of last year and this year I was
25 designated by the rector as the senior warden, which

1 basically means the chairman of the board of the
2 vestry.

10:10:30 3 Q. And so just to get the basic facts right, it
4 is defendant All Saints' contention that there were
5 two splits as you testified earlier?

10:10:58 6 A. The -- well, there was the split between the
7 diocese and the national Episcopal Church, and then
8 All Saints' Episcopal Church essentially -- or the
9 membership divided with a group of us who wished to
10 remain loyal to the Episcopal Diocese of Fort Worth
11 leaving.

12 Q. And the vestry members of All Saints'
13 Episcopal Church who wished to go with Bishop Iker
14 resigned?

10:11:27 15 A. We -- we had resigned from the vestry of All
16 Saints' Episcopal Church on Crestline Road and it's my
17 knowledge that everyone who -- who did leave the
18 vestry did go with the Episcopal Diocese of Fort Worth
19 headed by Bishop Jack Iker.

10:11:57 20 Q. And you understand that in this case
21 plaintiffs take the view, and -- and I understand you
22 don't agree with it, that they are in union with the
23 Episcopal Diocese of Fort Worth under the Episcopal
24 oversight of Bishop High or are you aware of that?

25 A. Yes, I -- yes.

1 Episcopal Church?

2 A. No, it does not.

3 Q. Are its members Episcopalians in their view?

4 MR. WEAVER: I'm going to object to form.

5 Q. (By Mr. Tobey) You can answer.

6 MR. WEAVER: You can answer if you know.

10:13:28

7 A. We do not consider ourselves to be members of
8 The Episcopal Church in the United States. What --
9 whatever name it uses, TEC, ECUSA, whatever, we do not
10 consider ourselves to be members of that body.

11 Q. (By Mr. Tobey) But defendant All Saints'
12 considers itself affiliated with an entity called
13 ACNA; is that correct?

14 A. Through our membership in the Episcopal
15 Diocese of Fort Worth headed by Bishop Iker, that
16 would make us members of ACNA, yes.

17 Q. And what does that stand for?

10:13:58

18 A. The Anglican Church in North America.

19 Q. Okay. And so would the defendant All Saints'
20 members consider themselves Anglicans then?

21 A. I would say that's a reasonable statement,
22 yes.

23 Q. A reasonable statement. So do you agree with
24 that, that the -- the members of All Saints' Episcopal
25 Church on defendants' side are Anglicans?

1 A. Yes.

2 Q. And they are not Episcopalians?

3 A. Yes.

4 MR. WEAVER: Objection, form.

10:14:28

5 Q. (By Mr. Tobey) Now, when you were still an
6 officer of the plaintiff All Saints' Episcopal Church
7 before the split, you were familiar with the
8 day-to-day affairs?

9 MR. WEAVER: Objection, form.

10 You may -- you may answer.

11 A. More or less so, yes.

12 Q. (By Mr. Tobey) Okay. And you understand
13 that at some point in the 1950s, All Saints' Episcopal
14 Church formed a corporation to assist with its
15 day-to-day operations?

16 A. No, I was not aware of that.

10:14:58

17 Q. You didn't know that All Saints' Episcopal
18 Church had a corporation?

19 A. No.

20 Q. Okay. You were a member of the -- the
21 vestry. What -- what do you understand the vestry to
22 be?

23 A. The board of directors of the -- of the
24 parish.

25 Q. Okay. And do you know whether you held any

1 office in a Texas corporation?

2 A. No, I do not.

10:15:27

3 Q. Okay. Does defendant All Saints' make any
4 claim in this lawsuit to control a corporation in
5 Texas named All Saints' Episcopal Church?

6 A. No, we do not.

7 Q. Okay. You disclaim all rights to control or
8 be an officer of that entity?

9 A. I'm not aware of any such entity and -- and I
10 don't believe that anyone at our church is either.

10:15:57

11 Q. Okay. And -- and you understand that you're
12 not testifying here today as Will Ross Brackett, an
13 individual, correct?

14 A. Right, correct.

15 Q. You understand that you're here today as the
16 representative of defendant All Saints'?

17 A. Correct.

18 Q. And -- and so part of this, and -- and I know
19 you haven't been deposed before, is I'm entitled to
20 ask you what are the defendants' contentions and
21 claims in this lawsuit.

22 A. Sure.

23 Q. And -- and that helps us write the motions --

24 A. Sure.

25 Q. -- because we can rely on what you say about

1 what you're claiming and what you're not claiming.

2 A. Sure.

3 Q. Okay. So if -- if the answer is you don't
4 know, I need you to tell me --

5 A. All right.

10:16:28

6 Q. -- because I'm going to rely on what you say.

7 A. Okay. All right.

8 Q. Okay. So defendant All Saints' is making no
9 claims as to a corporation called All Saints'
10 Episcopal Church in Texas, correct?

11 A. I'm not -- I'm not aware -- no, I'm not aware
12 that -- that any such entity exists.

13 Q. Okay. And so the answer is no, that's not
14 going to be --

15 A. Right.

16 Q. -- part of your claims in this lawsuit?

17 A. Right, uh-huh, yes.

18 Q. And by your, I mean defendant All Saints'?

19 A. Correct, yes.

20 Q. Okay. And by extension, any -- your --
21 strike that.

10:16:58

22 By extension, defendant All Saints' is
23 not making any claims to property owned by a -- a
24 corporation in Texas called All Saints' Episcopal
25 Church, correct?

1 A. That's correct, yes.

2 Q. Okay. So if the court determines that any
3 property in this case legally belongs to All Saints'
4 Episcopal Church, the Corporation, defendants agree
10:17:26 5 they don't have a claim or right to that?

6 A. I would say yes.

7 Q. Okay. Mr. Hill asked you about -- you -- you
8 were involved in a listening process to -- and -- and
9 I may say this wrong, but to help discern where people
10 stood on -- on some of the troubles that -- that were
11 going on during the '07, '08 period?

12 A. 2008 mostly, yes.

13 Q. Okay. And -- and were you in charge of that
10:18:00 14 listening process?

15 A. I don't -- do not recall that I was, no.

16 Q. Okay. And -- and -- and you individually
17 now, were -- were you a junior warden at the time?

18 A. I was the junior warden, yes.

19 Q. And -- and what does that mean?

20 A. Well, the junior warden is effectively kind
21 of the -- I -- I suppose the vice-chairman of the
22 board, and traditionally it's a position that you
23 essentially are responsible for the facilities, for
10:18:29 24 the physi -- physical plant. You're responsible for
25 seeing to it that everything is kept in good working

1 A. Church is subordinate to its diocese, so yes.

10:28:52

2 Q. Okay. And is defendant All Saints' Episcopal
3 Church a -- a corporation?

4 A. I can't answer that question.

5 Q. You -- you don't know whether defendant All
6 Saints' Episcopal Church, who you're appearing on
7 behalf of today, is a corporation?

8 A. I -- I -- I know I -- I am not aware that --
9 we did not register anything with the Secretary of
10 State.

10:29:29

11 Q. Okay. And at no time has defendant All
12 Saints' Episcopal Church filed any papers with the
13 Secretary of State to incorporate?

14 A. Right.

15 MR. WEAVER: Objection, form.

16 MR. TOBEY: What was the basis?

17 MR. WEAVER: The -- the objection to form
18 is -- is on the basis of the -- requiring him to
19 testify as to a legal conclusion as to the status of
20 a -- an entity that really isn't even a party to this
21 litigation.

22 MR. TOBEY: Okay. Let me restate the
23 question.

10:29:59

24 Q. (By Mr. Tobey) As a factual matter --

25 A. Okay.

1 Q. -- do you as the official representative of
2 defendant All Saints' Episcopal Church know if your
3 entity is incorporated?

4 A. I do not. I can't say for certain, but I
5 feel -- well, no. We -- I know we have not, since the
6 split, incorporated with the Secretary of State.

10:30:30

7 Q. Okay. Have you been with defendant All
8 Saints' Episcopal Church since its formation?

9 A. In 2009, yes.

10 Q. Okay. And you've been with it consistently
11 from its formation in 2009 to the present?

12 A. That would be correct, yes.

13 Q. And in those --

14 MR. WEAVER: Form objection to the last
15 two questions.

16 Q. (By Mr. Tobey) And in those years, as a
17 matter of fact, did that entity ever take steps to
18 incorporate?

10:30:58

19 A. Not that I'm aware of, no.

20 Q. You testified earlier that you approximate
21 that before the November 2008 split, there were about
22 2,000 people on the rolls of All Saints' Episcopal
23 Church?

24 A. To the best of my recollection, yes.

25 Q. And -- and you would approximate and I

1 understand it's an approximation --

2 A. Right.

3 Q. -- there are about 500 active folks?

10:31:28

4 A. My recollection of the average Sunday
5 attendance was that it -- that was -- it was somewhere
6 around there, yes.

7 Q. And it's your recollection that about 150 of
8 those left plaintiff All Saints' Episcopal Church and
9 joined the new defendant All Saints' Episcopal Church
10 in conjunction with Christ the King?

11 MR. WEAVER: Objection, form.

10:31:57

12 A. Yes. We did not join with Christ the King
13 until last year, but otherwise, your statement is
14 correct.

15 Q. (By Mr. Tobey) And you have about a hundred
16 folks who are now regularly attending at defendant All
17 Saints' Episcopal Church in -- in conjunction with
18 Christ the King?

19 A. I would say that's a correct statement, yes.

20 Q. Does -- does defendant All Saints' Episcopal
21 Church have a vestry?

22 A. Yes, it does.

23 Q. Who is on that vestry currently?

10:32:28

24 A. Can you clarify the question?

25 Q. What -- what's confusing about the question?

10:53:27 1 Q. No parish Canons or Constitution?

2 A. No.

3 Q. Okay. Did defendant All Saints' Episcopal
4 Church ever take any actions purporting to change or
5 replace the governing documents of plaintiff All
6 Saints' Episcopal Church?

7 A. Not that I have any recollection or awareness
8 of, no.

9 Q. And -- and again, you're here today as the
10 official representative of --

11 A. Right. Not -- not -- not that I recall,
10:53:59 12 no -- no.

13 Q. And -- and is -- is there someone else who
14 would know that or are you the person to know to say,
15 no, that hasn't happened?

16 A. There -- there might be someone else who
17 would know what went on early on when I was not a part
18 of the church leadership, but I'm not -- I'm not aware
19 of anything of the sort at all, you know, for that.

20 Q. And -- and we're not going to hear anything
21 from defendant All Saints' in this case about, oh, we
10:54:27 22 acted to strike that provision from plaintiff
23 Episcopal -- All Saints' Episcopal Church's governing
24 documents; that -- that's not part of this lawsuit?

25 A. No, I would say it's not.

1 Q. And -- and -- and likewise, defendant All
2 Saints' Episcopal Church elected its own vestry, but
3 it never took any actions purporting to strike or
4 remove or punish vestry members of plaintiff All
5 Saints' Episcopal Church, correct?

6 A. Absolutely not.

10:54:59

7 Q. Okay. So two -- two separate entities,
8 correct?

9 A. Yes.

10 Q. And -- and defendant All Saints' Episcopal
11 Church has not tried to override or supersede
12 the -- the vestry of plaintiff All Saints' Episcopal
13 Church?

14 A. Absolutely not.

15 Q. Let me hand you -- we'll just start at --

10:55:28

16 MR. TOBEY: Weaver, keep me honest,
17 but -- Mr. Weaver.

18 MR. WEAVER: That's all right.

19 MR. TOBEY: I don't know why I said that.
20 David, keep me honest, but Frank did not put anything
21 in with a new number, did he?

22 MR. WEAVER: No, he did not.

23 MR. SHARPE: No, no exhibits so far.

24 MR. TOBEY: Okay.

25 (Exhibit No. 1 marked.)

1 Q. Can you read the grant -- oh, what is the
2 year of this deed?

3 A. 1999.

4 Q. And can you read the grantor, please?

5 A. The grantor is Christine -- I'll just skip to
6 the last name. It's -- I believe it's Urquhart,

11:36:26 7 U-R-Q-U-H-A-R-T, Christine and Thomas Urquhart.

8 Q. You did better than I would have.

9 And -- and who is the grantee?

10 A. The Corporation of the Episcopal Diocese of
11 Fort Worth in trust for the use and benefit of All
12 Saints' Episcopal Church, a Texas nonprofit
13 corporation.

14 Q. Okay. Now, I want to be very clear here. I
15 understand, and -- and tell me if I'm right or wrong,
16 that defendants in this lawsuit claim control of the
11:36:59 17 Corporation of the Episcopal Diocese of Fort Worth,
18 correct?

19 A. Yes.

20 Q. And we can refer to that just for convenience
21 as the Diocesan Corporation.

22 A. That's fine.

23 Q. And -- and not to beat a dead horse, but
24 defendant All Saints' Episcopal Church has disclaimed
25 any right to All Saints' Episcopal Church,

1 Incorporated or its property, correct?

2 A. That's correct.

3 Q. And -- and for convenience, can we refer to
4 that as the parish corporation?

5 A. That's fine.

11:37:28

6 Q. And I don't mean anything by those terms
7 other than --

8 A. No, that's --

9 Q. -- shortening all this.

10 A. That's fine, Counsel.

11 Q. So we looked at two other deeds, Exhibits 1
12 and 3, where the Diocesan Corporation held legal title
13 and defendant All Saints' Episcopal Church claimed to
14 be the beneficiary of the trust administered for those
15 properties by the Diocesan Corporation, correct?

11:37:58

16 A. That would be correct, yes.

17 Q. Does defendant All Saints' Episcopal Church
18 claim to be the beneficiary of the trust in favor of
19 All Saints' Episcopal Church, a Texas nonprofit
20 corporation as reflected in Exhibit 2?

21 A. We make no claim, again, to the nonprofit
22 corporation, and again, our claims are simply based on
23 the trust relationship -- as a beneficiary -- claims
24 of beneficiary of the trust coming from the diocese.

11:38:29

25 Q. Right. And -- and you see here that the deed

EXHIBIT G

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FILED
TARRANT COUNTY
5/6/2015 3:24:11 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 141-252083-11

THE EPISCOPAL CHURCH, et al.	§	IN THE DISTRICT COURT OF
	§	
v.	§	TARRANT COUNTY, TEXAS
	§	
FRANKLIN SALAZAR, et al.,	§	141ST JUDICIAL DISTRICT

**DEFENDANTS’ THIRD MOTION FOR PARTIAL SUMMARY JUDGMENT
RELATING TO ALL SAINTS EPISCOPAL CHURCH**

On March 2, 2015, the Court granted the Defendants’ Second Motion for Partial Summary Judgment, reserving the claims relating to All Saints Episcopal Church of Fort Worth (“All Saints”), and denied the Plaintiffs’ competing motion. *See Tab A*. Defendants file this third motion for partial summary judgment on the claims relating to All Saints in this severed action; they reserve the claims, damages, and relief requested in the related case, no. 141-237105-09. There are no questions of material fact involving the All Saints properties and Defendants are entitled to judgment as a matter of law. *See* Tex. R. Civ. P. 166a.

Because the law, evidence, and arguments regarding All Saints are largely identical to those governing the other churches and properties, the parties have agreed to incorporate the arguments, evidence, and law by reference without repeating them here. *See Tab B, Rule 11 Agreement filed April 16, 2015; see also* TEX. R. CIV. P. 58 (allowing statements be adopted by reference “in any motion”).

EXECUTIVE SUMMARY

All Saints uses six properties. For two, legal title is held by the Defendant Corporation and beneficial title is held by the group affiliated with the Defendant Diocese—just like all other properties in the Diocese. As the parties’ claims relating to these two properties are identical to those already decided by the Court, the Court should grant summary judgment for Defendants. As to the remaining four properties, Defendants waive all claims so as to resolve this case without a trial.

References to the Parties and the Record

Defendants incorporate by reference the list of references to the parties and the record in their Second Motion for Partial Summary Judgment.¹ Defendants supplement that list with the following:

Defs. 2d MSJ at 5 Legal arguments, law, and evidence cited on page 5 of Defendants’ Second Motion for Partial Summary Judgment, filed December 1, 2014.

Defs. 2d Resp. at 5 Legal arguments, law, and evidence cited on page 5 of Corrected Response by Defendants to Plaintiffs’ Motion for Partial Summary Judgment, filed December 29, 2014.

Defs. 2d Reply at 20 Legal arguments, law, and evidence cited on page 20 of Defendants’ Reply in Support of Their Second Motion for Partial Summary Judgment, file-marked January 27, 2015 (filed January 23, 2015 with File&ServeXpress and accepted by Tarrant County clerk on January 27, 2015).

INTRODUCTION

The Court has already decided the primary legal questions relating to All Saints based on hundreds of pages of briefing and thousands of pages of evidence. The Court’s order of March 2, 2015 settled that:

- (1) Neutral Principles of state law govern this lawsuit;
- (2) the Defendant Corporation holds legal title to the properties at issue (reserving All Saints) and is entitled to control them;
- (3) the Defendant Trustees are the Elected Trustees of the Corporation;
- (4) Bishop Iker is the chair of the Corporation and a member of its board;
- (5) Plaintiffs have no express, implied, or constructive trust interest in the properties at issue (reserving All Saints);
- (6) Defendants are not estopped to claim these properties; and
- (7) Defendants properly control the Diocese’s funds, trusts, and endowments.

¹ See Defs. MSJ at 5.

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As shown herein, the evidence, arguments, and law regarding All Saints' properties (except for four plots the Defendants concede) are identical to those already decided by the Court. For the same reasons the Court granted its March 2, 2015 order it should grant summary judgment for Defendants.

GOVERNING LAW

Texas law governs all issues in this case; no one asserts any other state's law applies. Defendants incorporate by reference the arguments supporting Texas law in their Second Motion for Partial Summary Judgment.²

BACKGROUND FACTS

Defendants incorporate by reference the Background Facts in their Second Motion for Partial Summary Judgment,³ supplemented with the following.

The Plaintiff leaders of All Saints abandon the Diocese and exclude those wishing to stay. The Diocese's convention voted overwhelmingly in 2007 and 2008 to disaffiliate from The Episcopal Church ("TEC").⁴ No record reflects how the delegates from All Saints' (Fort Worth) voted, but circumstantial evidence shows a substantial part of the congregation was disenchanted with TEC: a clear majority of members making stewardship pledges to All Saints directed that **none of their money** go to TEC (63% for 2006, 67.4% for 2007, and 74.4% for 2008).⁵

Before the second vote, the Rector of All Saints, the Rev. Chris Jambor, began meeting with legal counsel regarding All Saints' "position and direction" regarding the Diocese.⁶ On the advice of legal counsel, he imposed a new "Oath of

² See Defs. 2d MSJ at 3-4.

³ See Defs. 2d MSJ at 6-9.

⁴ See Defs. 2d MSJ at 7-8.

⁵ See JA02672-74.

⁶ See JA02689.

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Office” restricting vestry and convention candidates to those who promised to stay within TEC no matter what happened. *See Tab D.*⁷

Bishop Iker attempted conciliation as required by Canon 32 of the Diocese’s charters, an internal administrative process for resolving controversies between a parish and the Diocese without resort to the civil courts. *See Tab C.*⁸ Three other parishes successfully used that process to depart with their property.⁹ Both before and after the 2008 vote Bishop Iker assured All Saints that the Diocese was not “anticipating some sort of lawsuit against your parish,” and that “[n]o one is going to be locked out of their church.”¹⁰ Nevertheless, the Plaintiff leaders of All Saints rejected the Diocese’s administrative process and threatened Bishop Iker that he would “be considered a trespasser” and “this trespass will be dealt with according to the law” if he attempted to follow it.¹¹

I. NEUTRAL PRINCIPLES GOVERN ALL SAINTS’ PROPERTIES

Plaintiffs’ All Saints’ claims regarding the Neutral Principles approach are the same as those alleged by Plaintiffs generally – and rejected by this Court in the March 2, 2015 summary judgment order. Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment, which all show that Neutral Principles of Texas law govern All Saints’ properties and are not retroactively applied here.¹²

⁷ *See* JA02668-070.

⁸ *See* JA02677; JA02686-87; JA00306.

⁹ *See* Defs. 2d MSJ at 8, 53-54; Defs. 2d Resp. at 10; Defs. 2d Reply at 20.

¹⁰ *See* JA02765.

¹¹ *See* JA02678-81; JA02766-67; *see also* Defs. 2d Reply at 20.

¹² *See* Defs. 2d MSJ at 10-13; Defs. 2d Resp. at 5-9; Defs. 2d Reply at 6-10.

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II. LEGAL AND BENEFICIAL TITLE OF ALL SAINTS' PROPERTIES

A. Defendants own and control property deeded to the Bishop of Dallas

Property	Record	Grantee	Date
5001 Crestline sanctuary/parish hall	JA02523	Bishop Avery Mason	May 1947
5003 Dexter rectory	JA02527	Bishop Avery Mason	June 1950

The two main church properties at All Saints were deeded to Bishop Avery Mason of the Diocese of Dallas in 1947 & 1950.¹³ To divide the Dallas Diocese's charitable property, Texas law required a court judgment with service on the Attorney General.¹⁴ The judgment signed August 22, 1984, transferred to the Defendant Corporation all property that stood in the name of Bishop Mason that was located within the boundaries of the new Fort Worth Diocese:

All real property which as of December 31, 1982, stands in the name of Episcopal Diocese of Dallas or in the name of any of its Bishops as Bishop of Dallas, including Bishop Alexander C. Garrett, Bishop Harry T. Moore, Bishop Charles Avery Mason, Bishop A. Donald Davies or Bishop Donis D. Patterson, which is physically located in the counties of Archer, Bosque, Brown, Clay, Comanche, Cooks, Eastland, Erath, Hamilton, Hill, Hood, Jack, Johnson, Mills, Montague, Palo Pinto, Parker, Somervell, Stephens, Tarrant, Wichita, Wise, and Young, State of Texas.¹⁵

The Texas Supreme Court held in this case that "[t]he 1984 judgment vested legal title of the transferred property in the Fort Worth Corporation."¹⁶

¹³ See JA02523 (duplicate of JA01103), JA02527 (duplicate of JA01116).

¹⁴ See Act of April 29, 1959, 56th Leg., R.S., ch. 115, § 1, 1961 TEX. GEN. LAWS 203, 203 (modified and currently codified at Tex. Prop. Code § 123.001-.002).

¹⁵ See JA00006.

¹⁶ See 422 S.W.3d 646, 648 (Tex. 2013); see also *Campbell v. McLaughlin*, 280 S.W. 189, 189 (Tex. Comm'n App. 1926, holding approved, judgment adopted); 61 TEX. JUR. 3d, Muniments of Title § 82 (West 2013).

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Plaintiffs’ claims to legal title of these two properties are the same as they alleged for all other property in the Diocese – and rejected by this Court in the March 2, 2015 order. Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment, which show that as a matter of law the Corporation holds legal title to both properties.¹⁷

Like several older churches, the 1947 deed recited a trust “for the use and benefit of the Protestant Episcopal Church, within the territorial limits of what is now known as the said Diocese of Dallas.”¹⁸ Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment – which show that (a) the only Protestant Episcopal Church entity using property in the Fort Worth territory was the Diocese of Dallas; (b) the Dallas Diocese transferred all property rights to the Fort Worth Diocese in 1982, including both legal and beneficial title; and (c) the Fort Worth Diocese’s charters placed beneficial title in the unincorporated associations in union with the Defendant Diocese’s convention.¹⁹ Plaintiffs concede they are not in union with the Defendant Diocese’s convention.²⁰ As a matter of law, Defendants are entitled to ownership and control of these two properties.

B. Defendants waive their claims to properties deeded to All Saints

Property	Record	Grantee	Date
4939 Dexter curate house	JA02535	All Saints Epis. Church a non-profit Corp.	Aug 1997
5001 Dexter vacant/garden	JA02540	All Saints Episcopal Church	July 1995
4936 Dexter youth house	JA02537	All Saints Episcopal Church	Sept 2003

¹⁷ See *Defs. 2d MSJ* at 13-15; *Defs. 2d Reply* at 10-11.

¹⁸ See JA02524 (duplicate of JA01104).

¹⁹ See *Defs. 2d MSJ Resp.* at 17-21; *Defs. 2d MSJ Reply* at 27-31.

²⁰ See JA02740 & JA02749 (Jambor depo. at 73 & 110).

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In 1997, property at 4939 Dexter was deeded to the “All Saints’ Episcopal Church, a Texas Non-Profit Corporation.”²¹ In 1995 and 2003, two properties were deeded to the “All Saints’ Episcopal Church,” with no indication whether the grantee was intended to be the corporation or the unincorporated association of the same name.²² Either entity had the power to hold legal title to property.²³

To avoid protracted litigation and trial, Defendants waive any claim to these properties, and have no objection to the Court granting summary judgment awarding legal and beneficial title to Plaintiffs.

C. Defendants waive their claim to property deeded to the Corporation

Property	Record	Grantee	Date
5005 Dexter residence	JA02532	Corporation of the Episcopal Diocese of Fort Worth	Apr 1999

Finally, property at 5005 Dexter was deeded to the Diocese’s Corporation in 1999, in trust for use and benefit of the All Saints’ corporation.²⁴ As a matter of law, the Defendant Corporation holds legal title to this property. But to avoid protracted litigation and trial, Defendants waive any claim to this property, and have no objection to the Court granting summary judgment awarding legal and beneficial title to Plaintiffs.

²¹ See JA02535 (duplicate of JA01090).

²² See JA02540 (duplicate of JA01082), JA02537 (duplicate of JA01096).

²³ See TEX. REV. CIV. STAT. art. 1396-2.02(4) (authorizing nonprofit corporations to own realty); *id.* art. 1396-70.01, § 5(a) (authorizing unincorporated nonprofit associations to own realty) (both currently codified at TEX. BUS. ORGS. CODE §2.101).

²⁴ See JA02532 (duplicate of JA01109).

III. THE DEFENDANT TRUSTEES ARE THE ELECTED TRUSTEES OF THE CORPORATION

Plaintiffs' All Saints' claims regarding control of the trustees of the Diocese Corporation are the same as those alleged by Plaintiffs generally – and rejected by this Court in the March 2, 2015 summary judgment order. Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment – which show that (a) the identity of the Corporation's trustees is not an ecclesiastical question; (b) state corporate law requires that election and removal of Trustees follow the Corporation's bylaws, which do not allow TEC or the Plaintiffs' minority group to elect or remove Trustees; (c) the charters of both TEC and the Diocese do not authorize TEC or the Plaintiffs' minority group to call a special convention to elect or remove Trustees; and (d) TEC does not "control" the Corporation.²⁵

IV. BISHOP IKER IS CHAIRMAN OF THE CORPORATION'S BOARD

Plaintiffs' All Saints' claims regarding the chairman of the Diocese Corporation are the same as those alleged by Plaintiffs generally – and rejected by this Court in the March 2, 2015 summary judgment order. Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment – which show that (a) state law requires election and removal of the officers of a Texas corporation or unincorporated association to comply with each entity's governing charters; (b) the Corporation's bylaws grant the Board sole authority to decide disputes about its Chairman, and it has done so in favor of Bishop Iker; and (c) the Constitutions of both TEC and the Diocese do not authorize TEC or the Plaintiffs' minority group to call a special convention to elect or replace a local bishop.²⁶

²⁵ See *Def. 2d MSJ* at 18-27; *Def. 2d Resp.* at 32-35; *Def. 2d Reply* at 11-16, 40-42.

²⁶ See *Def. 2d MSJ* at 28-34; *Def. 2d Reply* at 16-19.

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V. PLAINTIFFS HAVE NO EXPRESS TRUST IN ALL SAINTS' TWO MAIN PROPERTIES

A. There is no express trust for TEC

Plaintiffs' All Saints' claims regarding an express trust on its properties in favor of TEC are the same as those alleged by Plaintiffs generally – and rejected by this Court in the March 2, 2015 summary judgment order. Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment – which show that any alleged express trust for TEC (whether based on the Dennis Canon, the 1982 Primary Convention proceedings, the 1984 judgment, statements in pleadings or correspondence over the last 30 years, or a theory of “contractual trust”): (a) is invalid and unenforceable under Texas law; (b) was revoked in 1989; and (c) is barred by adverse possession and limitations.²⁷

Documents produced by Plaintiff All Saints show it has known for a long time that any alleged trust interest was repudiated by the Diocese in 1989. In 1990, Plaintiff All Saints' vestry tried to add the Dennis Canon to an agreement with the Diocese regarding use of All Saints' sanctuary as the Diocese's cathedral.²⁸ The Rev. Clarence Pope, former bishop of the Diocese, rejected the demand because “it does not agree with the view of the majority of the Diocesan Convention of 1989.”²⁹ Plaintiff All Saints' acquiesced in that repudiation by failing to take any other action for 20 years.

B. The Diocese's trust is only for parishes and missions in union with the Diocese

The only enforceable trust in any church charters is the one stated in the Diocese's Canons: “The Corporation of the Episcopal Diocese of Fort Worth shall

²⁷ See *Def. 2d MSJ* at 35-44; *Def. 2d Resp.* at 12-15, 35-37; *Def. 2d Reply* at 19-34.

²⁸ Compare JA02554-56 and JA02768-69 with JA02756-60.

²⁹ See JA02770-71; JA02778-80.

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hold real property acquired for the use of a particular parish or mission in trust for the use and benefit of such parish or mission.” *See Tab C, Art. 13.*³⁰ The same document defines those parishes and missions as the unincorporated associations in union with the Diocese’s convention, and expressly excludes corporations like that operated by Plaintiffs: “If organized by a Parish or Mission, any such corporation shall be merely an adjunct or instrumentality of such Parish or Mission; the Parish or Mission itself, being the body in union with Convention, shall not be incorporated.” *See Tab C, Canon 34.*³¹

Plaintiffs concede they are not in union with the Defendant Diocese’s convention.³² Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment – which show that (a) the Corporation holds property in trust for the parishes and missions in union with the Diocese’s convention; (b) the identity of those churches is not an ecclesiastical question; and (c) the only parishes and missions in union with the Diocese’s convention are the Defendant Congregations.³³ As a matter of law, Plaintiffs have no express trust interest based on the church charters.

Additionally, Plaintiffs cannot claim the benefit of the express trust in the Diocese’s charters because they refused to comply with the administrative procedures mandated by those charters. Canon 32 requires parishes that wish to disaffiliate with the Diocese but continue using the same property must follow procedures aimed at ascertaining the intent of **all** the congregation members and negotiating any conditions for transferring property. *See Tab C.*³⁴ Three parishes in

³⁰ *See* JA00113 (1982 version); *see also* JA00186 (2006 version); JA00265 (2008 version).

³¹ *See* JA00155 (1982 version); JA00227 (2006 version); JA00305 (2008 version).

³² *See* JA02740 (Jambor depo. at 73); JA02749 (Jambor depo. at 110).

³³ *See* Defs. 2d Resp. at 9-12; Defs. 2d MSJ Reply at 6-9, 19.

³⁴ *See* JA00306.

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union with the Diocese followed those procedures and left the Diocese with their real property.³⁵ But Plaintiffs did not; they unilaterally limited the voices of members who opposed them through an “oath of office” requiring loyalty to TEC, *see Tab D*,³⁶ and threatened Bishop Iker that he would “be considered a trespasser” if he attempted to follow the Canon’s procedures.³⁷ When an association's rules provide for a process to settle disputes among its members, “the member must participate in and complete the internal administrative process.”³⁸ Plaintiffs forfeited any right to claim to be the beneficiaries of the trust interest in the Diocese’s charters by refusing to follow the procedures in those charters and claiming the Diocese’s charter no longer had any application to All Saints.³⁹

VI. PLAINTIFFS HAVE NO CONSTRUCTIVE TRUST INTEREST IN ALL SAINTS’ PROPERTIES

Plaintiffs’ All Saints’ constructive trust claims are the same as those alleged by Plaintiffs generally – and rejected by this Court in the March 2, 2015 summary judgment order. Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment – which show that the alleged basis for this constructive trust would conflict with: (a) the U.S. Constitution; (b) state laws imposing on the Trustees a duty of loyalty to the Corporation; (c) the Corporation’s charters imposing the same duty; (d) the Diocese’s charters imposing a duty to the local congregations in union with the

³⁵ See *Defs. 2d MSJ* at 8, 53-54; *Defs. 2d Resp.* at 10; *Defs. 2d Reply* at 20.

³⁶ See JA02669-070; JA02732-33.

³⁷ See JA02678-81; JA02766-67; *see also Defs. 2d Reply* at 20

³⁸ *Juarez v. Texas Ass'n of Sporting Officials El Paso Chapter*, 172 S.W.3d 274, 280 (Tex. App.—El Paso 2005, no pet.).

³⁹ See JA02744; JA02749; JA02766-67.

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Diocese’s convention; (e) equitable principles of unjust enrichment; and (f) state law regarding standing, limitations, and adverse possession.⁴⁰

VII. ESTOPPEL

Plaintiffs’ All Saints’ estoppel claims are the same as those alleged by Plaintiffs generally – and rejected by this Court in the March 2, 2015 order. Defendants incorporate by reference the evidence, law, and arguments supporting their Second Motion for Partial Summary Judgment – which show that no estoppel theory applies against the Defendants under the facts here.⁴¹

CONCLUSION

For the reasons set forth above, the Defendants’ Third Motion for Partial Summary Judgment should be granted.

Respectfully submitted,

/s/ J. Shelby Sharpe
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⁴⁰ See Defs. 2d MSJ at 44-60; Defs. 2d Resp. at 21-32, 35-37; Defs. 2d Reply at 34-42.

⁴¹ See Defs. 2d MSJ at 62-63; Defs. 2d Resp. at 37-39; Defs. 2d Reply at 43-49.

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NOTICE OF HEARING

The foregoing Defendants' Third Motion for Partial Summary Judgment is set for hearing on June 3, 2015, at 1:30 p.m. in the 141st District Court courtroom.

/s/ Scott A. Brister
Scott A. Brister

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of May, 2015, a true and correct copy of the foregoing Defendants' Motion for Partial Summary Judgment was forwarded to all counsel of record via electronic transmission

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/s/ Scott A. Brister
Scott A. Brister

EXHIBIT H

Fill in this information to identify the case:

Debtor 1 All Saints Episcopal Church

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas 

Case number 21-42461-elm11

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** All Saints' Episcopal Church & The Corporation of the Episcopal Diocese of Fort Worth
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?** **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**

<p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p> <p><u>Mark J. Petrocchi, Esq</u> Name</p> <p><u>2200 Forest Park Blvd.</u> Number Street</p> <p><u>Fort Worth TX 76110</u> City State ZIP Code</p> <p>Contact phone <u>817-926-2500</u></p> <p>Contact email <u>mpetrocchi@lawgjm.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p><u>All Saints' Episcopal Church</u> Name</p> <p><u>5001 Crestline</u> Number Street</p> <p><u>Fort Worth TX</u> City State ZIP Code</p> <p>Contact phone _____</p> <p>Contact email <u>frdarrylpigeon@aol.com</u></p>
--	--

4. **Does this claim amend one already filed?** No Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 7,697,549.80 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Cause No. 141-252083-11 & Cause No. 17-329379-21, vestry and membership in All Saints' Episcopal School of Fort Worth, a non-profit corporation

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Judgment in Cause No. 141-252083-11
Basis for perfection: Judgment in Cause No. 141-252083-11
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 5,158,749.80
Amount of the claim that is secured: \$ 5,158,749.80
Amount of the claim that is unsecured: \$ 2,538,800.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 5,158,749.80
Annual Interest Rate (when case was filed) 6.00 %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/28/2022
MM / DD / YYYY

/s/ R. David Weaver
Signature

Print the name of the person who is completing and signing this claim:

Name R. David Weaver
First name Middle name Last name

Title Attorney for All Saints' Episcopal Church

Company Weaver Robinson Law Firm, PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1112 E. Copeland Rd., Suite 130
Number Street

Arlingotn TX 76011
City State ZIP Code

Contact phone 817-460-5900 Email rdweaver@arlingtonlawfirm.com

141-252083-11

NO. 141-252083-11

THE EPISCOPAL CHURCH, et al.	§	IN THE DISTRICT COURT
	§	
v.	§	TARRANT COUNTY, TEXAS
	§	
FRANKLIN SALAZAR, et al.	§	141 ST JUDICIAL DISTRICT

FINAL JUDGMENT

This Final Judgment merges and supersedes the Court's orders of March 2, 2015, and June 10, 2015. In accordance with those orders, and having considered all the parties' pleadings, motions, responses, replies, evidence on file, governing law, and arguments of counsel, the Court issues this Final Judgment.

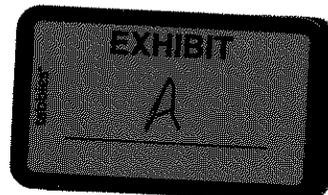
The Court hereby **ORDERS** that Defendants' Second Motion for Partial Summary Judgment filed December 1, 2014, is **GRANTED** except with respect to claims relating to All Saints Episcopal Church (Fort Worth), and Plaintiffs' Motion for Partial Summary Judgment filed December 1, 2014, is **DENIED**.

The Court further **ORDERS** that Defendants' Third Motion for Partial Summary Judgment Relating to All Saints Episcopal Church filed May 6, 2015, is **GRANTED**, and Plaintiffs' Supplemental Motion for Partial Summary Judgment on Claims Relating to All Saints' Episcopal Church filed May 6, 2015, is **DENIED**.

 **E-MAILED** *4 mailed*
07/24/2015

(SR) *Weaver, Liser, Beister,*
Leatherbury, Sharpe

COURT'S MINUTES
TRANSACTION# *1033*



141-252083-11

7. The Defendants hold legal title and control of the funds and endowments listed on Exhibit 2 attached to this Order, subject to the terms of each.

8. Plaintiffs have no express, implied, or constructive trust in the properties or funds listed in the Exhibits attached to this Order.

9. Defendants have not breached any fiduciary duty to or special relationship with any Plaintiffs.

The Court further **ORDERS** that the following listed claims and defenses remain pending in Cause No. 141-237105-09, and to the extent they are also pending in this cause are hereby **DISMISSED WITHOUT PREJUDICE** and preserved for litigation in Cause No. 141-237105-09: claims for attorneys' fees in both causes, Conversion, Texas Business & Commercial Code § 16.29, damages for Breach of Fiduciary Duty (as opposed to as a predicate of constructive trust), Action to Quiet Title, and for an Accounting.

The Court further **ORDERS** that Plaintiffs take nothing, and that Defendants recover costs of court in this cause.

The Court further **ORDERS** that Plaintiffs are to cancel all *lis pendens* filed as to properties listed on Exhibits 1 and 2, and surrender possession thereof, to the Defendants 30 days after this Judgment becomes final.

141-252083-11

The Court further issues a **DECLARATORY JUDGMENT** pursuant to Texas Civil Practice and Remedies Code §§ 37.001, *et seq.*, declaring that:

1. Neutral principles of Texas law govern this case, and applying such law is not unconstitutionally retroactive;

2. The Corporation of the Episcopal Diocese of Fort Worth and Defendant Congregations hold legal title to all the properties listed on Exhibit 1 attached to this Order, subject to control by the Corporation pursuant to the Diocese's charters.

3. The Episcopal Diocese of Fort Worth and the Defendant Congregations in union with that Diocese hold beneficial title to all the properties listed on Exhibit 1 attached to this Order.

4. Defendants Dr. Franklin Salazar, Jo Ann Patton, Walter Virden, III, Rod Barber, and Chad Bates are, and have been since 2005, the properly elected Trustees of the Corporation for the Episcopal Diocese of Fort Worth.

5. Defendant Jack Iker is, and has been since 2005, the proper Chairman of the board and one of the Trustees of the Corporation for the Episcopal Diocese of Fort Worth.

6. Defendants are the proper representatives of the Episcopal Diocese of Fort Worth, the Texas unincorporated association formed in 1982.

FILED
TARRANT COUNTY

CAUSE NO. 141-252083-11

2021 APR 20 PM 2: 26

THE EPISCOPAL CHURCH, et al.

§

IN THE DISTRICT COURT

v.

§

TARRANT COUNTY, TEXAS

THOMAS A. WILDER
DISTRICT CLERK

§

FRANKLIN SALAZAR, et al.

§

141ST DISTRICT COURT

ORDER ON DEFENDANTS' SECOND AMENDED AND SUPPLEMENTAL MOTIONS TO ENFORCE JUDGEMENT AND RULE 11 AGREEMENTS

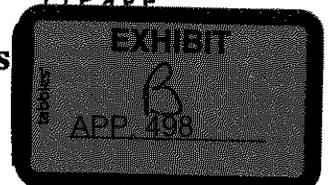
On the 20th day of April 2021, came on to be heard Defendants Second Amended and supplemental Motions to Enforce Judgment and Rule 11 Agreements set by the Court on April 15, 2021, and came counsel for Defendants and counsel for Plaintiffs, who announced ready for the hearing. The Court, after reviewing the second amended motion, the supplemental motion, and the responses, and having heard the argument of counsel, finds that the motions should be **GRANTED.**

IT IS, THEREFORE, ORDERED that all remaining claims of Plaintiffs, whether in this cause number or in cause number 141-237105-09, are hereby dismissed with prejudice while this case remains pending in this Court for Defendants' claim for attorney's fees and costs.

IT IS, FURTHER ORDERED that Plaintiffs are to immediately deliver, as required by the Final Judgment signed July 24, 2015, possession of all real and personal property, in existence at the time the original suit was filed on April 14, 2009, including all personal property necessary for the operations of the properties listed in the Final Judgment such as chalices, vestments, bibles, and the like as well as all financial assets that supported or enabled the operations, including but not limited to bank account balances, memorial fund balances, foundation fund balances, building fund balances, savings account balances, certificates of deposit balances, and investment account balances, including all income earned by the same.

ORDER ON DEFENDANTS' SECOND AMENDED AND SUPPLEMENTAL MOTIONS TO ENFORCE JUDGEMENT AND RULE 11 AGREEMENTS

1 Page



E-MAILED

4/20/21
CR

IT IS FURTHER ORDERED that the Supersedeas Order is lifted, but the funds on deposit are retained until further order of the Court, which will be signed only after Defendants have obtained an Order by the Court finding that the property subject to that order has been delivered to Defendants in the condition required by that order to be kept and authorizing release of the Supersedeas funds to Plaintiffs.

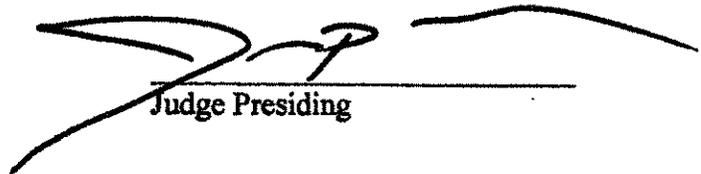
IT IS FURTHER ORDERED that all *lis pendens* encumbering any real property not already filed by April 19, 2021 be filed within 15 days of this Order. Parties shall attempt to resolve any issues regarding any failure to remove any *lis pendens* prior to Court intervention.

IT IS FURTHER ORDERED that if Plaintiffs have not removed all representations to the public that they are leaders of Defendant Diocese or Defendant Corporation that this be done within 15 days of this Order. Parties shall attempt to resolve any issues regarding any failure to remove all representations to the public that they are leaders of Defendant Diocese or Defendant Corporation prior to Court intervention.

IT IS FURTHER ORDERED that a hearing on attorney’s fees and costs in Cause No. 141-237105-09 and 141-252083-11 is set in this courtroom on the 4th day of June 2021 at 10:00 a.m. Defendant shall file any motions regarding attorney’s fees by April 30, 2021.

IT IS FINALLY ORDERED that Defendants are entitled to all processes and writs necessary to enforce the judgment of July 24, 2015 and this Order.

SIGNED this 20th day of April 2021.



Judge Presiding

Discovery-Control Plan

1.

Plaintiffs intend to conduct discovery under Level 3, which is Rule 190.4, Texas Rules of Civil Procedure.

Relief

2.

Plaintiffs seeks monetary relief over \$1,000,000.00 and non-monetary relief.

Parties

3.

All Saints' Episcopal Church, hereafter "All Saints," affiliated with The Episcopal Diocese of Fort Worth is an unincorporated association located in Tarrant County, Texas.

4.

The Corporation of the Episcopal Diocese of Fort Worth, hereafter "Diocesan Corporation," is a Texas Non-Profit Corporation located in Tarrant County, Texas.

5.

All Saints' Episcopal Church in Fort Worth, hereafter "TEC All Saints," affiliated with The Episcopal Church in North Texas, a/k/a All Saints,' The Episcopal Church in Fort Worth. is situated in Tarrant County Texas

76053 where service of process may be obtained on Christopher Jambor at 4936 Dexter Ave., Fort Worth, Texas 76107.

6.

All Saints' Episcopal Church corporation, hereafter "All Saints Corporation," is a Texas Non-Profit corporation situated in Tarrant County, Texas where service of process may be obtained on Christopher Jambor at 4936 Dexter Ave., Fort Worth, Texas 76107.

Facts

7.

Defendant All Saints Corporation was incorporated on March 30, 1953. See Exhibit "A" a certified copy of the Articles of Incorporation, which reveals "the members of the corporation shall be those who, from time to time, are the communicants of All Saints Episcopal Church of Fort Worth, Tarrant County, Texas, according to its Communicate rolls." These communicants are those of Plaintiff All Saints.

8.

Prior to 2008 there was only one All Saints' Episcopal Church affiliated with the annual Diocesan Convention of the Episcopal Diocese of Fort Worth. However,

in 2008 a schism occurred in All Saints when one faction disagreed with Plaintiff Diocesan Convention's vote to separate from The Episcopal Church.

9.

Litigation ensued in the 141st District Court of Tarrant County, Texas in 2009. The faction affiliated with Plaintiff Diocesan Convention of the Episcopal Diocese of Fort Worth continuing to call itself All Saints' Episcopal Church, which had been evicted from its church facilities at 5001 Crestline in Fort Worth by TEC All Saints, the faction aligned with The Episcopal Church, intervened with other parishes affiliated with Plaintiff Diocesan Convention. Subsequently TEC All Saints also intervened on the side of The Episcopal Church.

10.

On July 24, 2015, the 141st Judicial District Court of Tarrant County signed a final judgment that merged and superseded orders of March 2, 2015, and June 10, 2105, a true copy is attached as Exhibit "B," giving victory to The Episcopal Diocese of Fort Worth and those affiliated with Plaintiff Diocesan Convention, including Plaintiff All Saints. This judgment determined, in part, that Plaintiff All Saints is the faction entitled to use the name All Saints Episcopal Church and to possess all of the property the church owned at the time of the schism and to exercise the powers given to it by the formation documents of the All Saints' Episcopal Church Corporation.

11.

On June 28, 2021, following the completion of all appeals that sustained the judgment of the 141st District Court, the Court signed a Final Judgment *Nunc Pro Tunc* to correct certain legal descriptions of real property, which include Plaintiff All Saints and Plaintiff Diocesan Corporation, in the July 24, 2015, judgment. A true copy is attached as Exhibit “C.”

12.

On April 14, 2021, the 141st District Court signed an order to enforce its judgment stating that “Plaintiffs [including TEC All Saints aligned with the Episcopal Church in North Texas] are to immediately deliver, as required by the Final Judgment signed July 24, 2015, possession of all real and personal property.” A true copy is attached as Exhibit “D.”

13.

Defendant TEC All Saints and Defendant All Saints Corporation, who was not a party to the 141st judgment, claim to own or have the right to possess the real property (1) at 5005 Dexter Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, Lot 3 R, Block, an addition to the City of Fort Worth, Tarrant County, Texas, titled in the name of Plaintiff Diocesan Corporation, a true copy of the deed is attached as Exhibit “E,” (2) at 4939 Dexter

Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, Lot A, lock 25 First Filing, an addition to the City of Fort Worth, Tarrant County, Texas, titled in the name of All Saints Episcopal Church, a Texas Non Profit Corporation, a true copy of the deed is attached as Exhibit "F," (3) at 4936 Dexter Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, part of lots 21, 22, 23, 24, Block 15 an addition to the City of Fort Worth, Tarrant County, Texas titled in the name All Saints Episcopal Church, a true copy of the deed is attached as Exhibit "G," and (4) at 5001 Dexter Ave., Fort Worth, Texas 76107 described as Chamberlain Addition, Arlington Heights, Lot 24, Block 15, an addition to the City of Fort Worth, Tarrant County, Texas titled in the name of All Saints Episcopal Church, a true copy of the deed is attached as Exhibit "H."

14.

The properties described in the preceding paragraph were expressly not a subject of the litigation in the 141st District Court. No claim was made to the foregoing four properties because counsel for TEC represented to the Court that the foregoing properties were owned by the All-Saints Episcopal Church Corporation, who, as already noted, was not a party to that litigation.

15.

Notwithstanding the facts that the property at 5005 Dexter is titled in the name of Plaintiff Diocesan Corporation and the other properties are titled in the name of All Saints Episcopal Church, which is the either Plaintiff All Saints or the corporation whose members are the communicants of Plaintiff All Saints, TEC All Saints refuses to permit Plaintiffs to have possession of the real property described above. Thus, there is a *bona fide* dispute on who is entitled to own and possess the real property based on the deeds and the governing documents of All Saints Episcopal Church corporation.

16.

The names of Plaintiff All Saints' Episcopal Church and Defendant All Saints Episcopal Church or All Saints, the Episcopal Church in Fort Worth are confusingly similar and misleading to the public because of the locations of each are so close in geographical proximity to each other.

17.

The demand made by Plaintiff All Saints that TEC All Saints stop using the name "All Saints Episcopal Church" or any confusingly similar name, seals and other symbols has been refused.

Suit for Declaratory and Injunctive Relief

18.

Because there is a *bona fide* dispute of whether Plaintiffs and Defendants are the rightful owners of the disputed property based on the language in the deeds and the articles of incorporation of All Saints' Episcopal Church corporation a declaratory judgment is proper.

19.

Plaintiffs have suffered and will suffer irreparable injury because Defendants refuse to deliver possession of the properties that are legally theirs and they have no adequate legal remedy to gain possession of the properties, Plaintiffs are entitled to a mandatory injunction to require Defendants to surrender possession of these properties to Plaintiffs.

20.

Because the name of Plaintiff All Saints' Episcopal Church is confusingly similar with the names of Defendant All Saints' Episcopal Church or All Saints,' the Episcopal Church in Fort Worth, Plaintiff is entitled to a declaratory judgment on the names.

21.

Plaintiff All Saints' Episcopal Church has suffered and will suffer irreparable injury caused by Defendant All Saints' Episcopal Church a/k/a All Saints,' the Episcopal Church in Fort Worth for which there is no adequate remedy at law entitling Plaintiff All Saints a mandatory injunction that Defendant TEC All Saints cease using those names or any confusingly similar name.

Attorney's Fees

22.

Plaintiffs seek reasonable attorney's fees under Section 38.001(8) of the Texas Civil Practice & Remedies Code.

Conditions Precedent

23.

All conditions precedent to seeking declaratory and injunctive relief have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs All Saints' Episcopal Church and The Corporation for the Episcopal Diocese of Fort Worth pray that citation issue and be served on Defendants All Saints' Episcopal Church a/k/a All Saints,' the Episcopal Church in Fort Worth and All Saints' Episcopal Church corporation by serving Christopher Jambor at 4936 Dexter Ave., Fort Worth, Texas

76107; that after Defendants have appeared; that the Court declare that the deeds and language in the articles of incorporation of defendant corporation give ownership and possession to Plaintiffs; that denial of possession has and will cause irreparable harm to Plaintiffs entitling them to a mandatory injunction to transfer possession of the properties; that the names All Saints' Episcopal Church and All Saints,' the Episcopal Church in Fort Worth are confusingly similar that has caused and will cause irreparable harm to Plaintiff All Saints entitling it to a mandatory injunction that Defendant TEC All Saints cease using the name or any similarly confusing name; that Plaintiffs be awarded such damages as are proved by a preponderance of the evidence; that Plaintiffs recovery reasonable attorney's fees and costs and such other relief as they are entitled.

Respectfully submitted,

/s/ J. Shelby Sharpe
J. SHELBY SHARPE
SBN:18123000
utlawman@aol.com
SHARPE & RECTOR, P.C.
6100 Western Place, Suite 1000
Fort Worth, Texas 76107
Tel:817-338-4900/ Fax:817-332-6818

**ATTORNEY FOR PLAINTIFFS
ALL SAINTS EPISCOPAL
CHURCH AND THE
CORPORATION FOR THE
EPISCOPAL DIOCESE OF
FORT WORTH**

VERIFICATION

**STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

BEFORE ME, the undersigned authority, on this day personally appeared R. David Weaver, and after I administered the oath testified as follows:

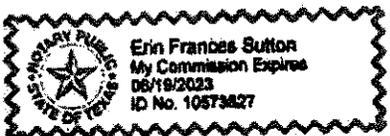
My name is R. David Weaver. I have been lead counsel for the parishes, including All Saints Episcopal Church, affiliated with the annual convention of the Episcopal Diocese of Fort Worth throughout the litigation in the 141st District Court of Tarrant County. I have read the petition to which this verification is attached and verified the facts stated in the petition and application for injunctive relief. The facts are within my personal knowledge and are true and correct and the exhibits are true and correct copies of the originals.



R. David Weaver

SUBSCRIBED AND SWORN TO BEFORE ME _____

this 29th day of September 2021, to certify which witness my hand and official seal.





**NOTARY PUBLIC in and for
the STATE OF TEXAS**

EXHIBIT I

DESIGNATION OF DEPOSITION TESTIMONY OF BISHOP JACK LEO IKER

CORPORATE REPRESENTATIVE OF FORT WORTH DIOCESE

(Date of Deposition – September 9, 2014)

12:12 – 12:24

17:23 – 18:12

25:18 – 26:15

28:2 – 28:5

29:14-30:8

216:18 – 217:13

229:13–19

230:24 – 233:9

Jack Leo Iker - September 9, 2014

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NO. 141-252083-11

THE EPISCOPAL CHURCH, § IN THE DISTRICT COURT
ET AL. §

Plaintiffs, §

V. § TARRANT COUNTY, TEXAS

FRANKLIN SALAZAR, ET AL., §

Defendants. § 141ST JUDICIAL DISTRICT

ORAL AND VIDEOTAPED DEPOSITION OF
THE DEFENDANT APPEARING AS
"EPISCOPAL DIOCESE OF FORT WORTH"
BY ITS DESIGNATED REPRESENTATIVE
JACK LEO IKER
SEPTEMBER 9, 2014

Jack Leo Iker - September 9, 2014

2	<p>ORAL AND VIDEOTAPED DEPOSITION of THE DEFENDANT APPEARING AS "EPISCOPAL DIOCESE OF FORT WORTH" by its designated representative JACK LEO IKER, produced as a witness at the instance of the Plaintiffs, and duly sworn, was taken in the above-styled and numbered cause on the 9th day of September, 2014, from 9:00 a.m. to 5:15 p.m., before Kim M. Dickman, CSR in and for the State of Texas, reported by machine shorthand, at the offices of Sharpe, Tillman & Melton, P.C., 6100 Western Place, Suite 1000, in the City of Fort Worth, County of Tarrant, State of Texas, pursuant to the Texas Rules of Civil Procedure.</p>	4																																																																														
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	<p>A P P E A R A N C E S</p> <p>FOR THE EPISCOPAL DIOCESE OF FORT WORTH CORPORATION, EPISCOPAL DIOCESE OF FORT WORTH AND JACK LEO IKER: Mr. J. Shelby Sharpe SHARPE TILLMAN & MELTON, P.C. 6100 Western Place Suite 1000 Fort Worth, Texas 76107 817.338.4900 utlawman@aol.com</p> <p>FOR THE DEFENDANT CONGREGATIONS: Mr. David Weaver WEAVER LAW FIRM 1521 North Cooper Street Suite 710 Arlington, Texas 76011 817.460.5900 rdweaver@weaverlawfirm.com</p> <p>ALSO PRESENT: Mr. Doug Bergman, Videographer Ms. Cherie Shipp Mr. Walter Virden</p>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25																																																																														
3	<p>A P P E A R A N C E S</p> <p>FOR THE LOCAL EPISCOPAL PARTIES: Mr. Daniel L. Tobey Mr. Joseph A. Magliolo VINSON & ELKINS, L.L.P. 2001 Ross Avenue Suite 3700 Dallas, Texas 75201-2975 214.220.7792 dtobey@velaw.com jmagliolo@velaw.com Ms. Kathleen Wells EPISCOPAL DIOCESE FORT WORTH 4301 Meadowbrook Drive Fort Worth, Texas 76103 817.332.2580 chancellor@episcopaldiocese</p> <p>FOR THE LOCAL EPISCOPAL CONGREGATIONS: Mr. Frank Hill Mr. Greg Westfall HILL GILSTRAP 1400 West Abram Street Arlington, Texas 76013 817.261.2222 fhill@hillgilstrap.com gwestfall@hillgilstrap.com</p> <p>FOR THE EPISCOPAL CHURCH: Mr. David Booth Beers (Telephonically) GOODWIN PROCTER, L.L.P. 901 New York Avenue, N.W. Washington, D.C. 20001 202.346.4224 dbeers@goodwinprocter.com</p>	5																																																																														
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10	<p>1 PROCEEDINGS</p> <p>2 (Media 1.)</p> <p>3 THE VIDEOGRAPHER: We're on the video</p> <p>4 record at 9:00 a.m., beginning tape number 1 of the</p> <p>5 videotaped deposition of Reverend Jack Leo Iker.</p> <p>6 Today's date is September 9th, 2014.</p> <p>7 If the attorneys present would please</p> <p>8 state their appearances for the record, as well as any</p> <p>9 agreements, after which the court reporter will please</p> <p>10 swear in the witness.</p> <p>11 MR. TOBEY: Danny Tobey and Joe Magliolo,</p> <p>12 Vinson & Elkins, for plaintiffs the Local Episcopal</p> <p>13 Parties.</p> <p>14 MR. HILL: Frank Hill and Greg Westfall</p> <p>15 for the missions and parishes plaintiffs.</p> <p>16 MS. WELLS: I'm Kathleen Wells for the</p> <p>17 Local Episcopal Parties and also a party to the</p> <p>18 lawsuit.</p> <p>19 MR. SHARPE: Shelby Sharpe, counsel for</p> <p>20 The Episcopal Diocese of Fort Worth Corporation, the</p> <p>21 Episcopal Diocese of Fort Worth, and Jack Leo Iker</p> <p>22 personally.</p> <p>23 MR. WEAVER: R. David Weaver for the</p> <p>24 defendant congregations.</p> <p>25 MR. TOBEY: And we have an agreement that</p>	12	<p>1 MR. TOBEY: Good morning, Bishop Iker.</p> <p>2 THE WITNESS: Good morning.</p> <p>3 JOE LEO IKER,</p> <p>4 having been first duly sworn, testified as follows:</p> <p>5 EXAMINATION</p> <p>6 BY MR. TOBEY:</p> <p>7 Q. (By Mr. Tobey) Is bishop the correct</p> <p>8 title --</p> <p>9 A. Yes.</p> <p>10 Q. -- that you'd like me to use today?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And are you a bishop of The Episcopal</p> <p>13 Church?</p> <p>14 A. No.</p> <p>15 Q. Who are you a bishop for?</p> <p>16 A. I'm the Bishop of the Episcopal Diocese of</p> <p>17 Fort Worth.</p> <p>18 Q. And is that entity related to any larger</p> <p>19 organization?</p> <p>20 A. Yes.</p> <p>21 Q. And what is that?</p> <p>22 A. The Anglican Church in North America.</p> <p>23 Q. And when was that entity established?</p> <p>24 A. 2009, I guess. June, I think, 2009 June.</p> <p>25 Q. Were you personally involved in the</p>
11	<p>1 defendants will be able to treat an objection by any</p> <p>2 one of them as an objection for all of them, so no</p> <p>3 need for everybody to object if someone objects.</p> <p>4 MR. SHARPE: Correct.</p> <p>5 MR. TOBEY: And we will be labeling</p> <p>6 exhibits starting with Plaintiffs' Deposition</p> <p>7 Exhibit 1 and expect to run those consecutively across</p> <p>8 our depositions.</p> <p>9 MR. SHARPE: By the way, I need to put</p> <p>10 the phone in the middle of the table so David Beers</p> <p>11 can participate.</p> <p>12 MR. TOBEY: Oh, thank you.</p> <p>13 MR. SHARPE: He just called in.</p> <p>14 THE VIDEOGRAPHER: Don't forget your mic.</p> <p>15 MR. TOBEY: Let's go off the record for a</p> <p>16 moment.</p> <p>17 THE VIDEOGRAPHER: We're off the video</p> <p>18 record at 9:01.</p> <p>19 (Off the record 9:01-9:02.)</p> <p>20 THE VIDEOGRAPHER: We're back on the</p> <p>21 video record at 9:02.</p> <p>22 MR. BEERS: This is David Beers,</p> <p>23 B-E-E-R-S. I'm with the firm of Goodwin Procter in</p> <p>24 Washington, D.C., and I represent The Episcopal</p> <p>25 Church.</p>	13	<p>1 establishment of the Anglican Communion of North</p> <p>2 America?</p> <p>3 A. The Anglican Church in North America.</p> <p>4 Q. Thank you.</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Is the Anglican Church of North</p> <p>7 America part of the Anglican Communion?</p> <p>8 A. Yes.</p> <p>9 Q. And how did it join the Anglican Communion.</p> <p>10 A. By organizing itself as an Anglican Province.</p> <p>11 Q. Is -- may I call it ACNA, A-C-N-A?</p> <p>12 A. Yes.</p> <p>13 Q. And that -- we'll understand that means the</p> <p>14 Anglican Church of North America?</p> <p>15 A. In -- in North America.</p> <p>16 Q. In North America. Thank you.</p> <p>17 Is ACNA recognized by the Anglican</p> <p>18 Communion as a member?</p> <p>19 A. By most of the Anglican Communion.</p> <p>20 MR. HILL: Sorry, I can't hear.</p> <p>21 A. By most of the Anglican Communion.</p> <p>22 Q. (By Mr. Tobey) And what do you mean by most</p> <p>23 of the Anglican Communion?</p> <p>24 A. There are 38 autonomous provinces that</p> <p>25 comprise the Anglican Communion.</p>

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14	<p>1 Q. And is there any central body of the Anglican 2 Communion? 3 A. Not really. 4 Q. Is there any governing structure of the 5 Anglican Communion? 6 A. No. The provinces are all autonomous. 7 Q. And is there any central administrative body 8 of the Anglican Communion? 9 A. There's an Anglican Communion office in 10 London which basically handles communications among 11 the provinces. 12 Q. And what is the name of that office? Does it 13 have -- 14 A. The Anglican Communion Office. 15 Q. Okay. That's its official title? 16 A. (Nodding head.) 17 Q. Okay. 18 MR. BEERS: Excuse me, Counsel. Could 19 you move the phone closer to the witness, please? 20 Q. (By Mr. Tobey) Who works -- 21 MR. BEERS: Thank you. 22 Q. (By Mr. Tobey) Who works at the Anglican 23 Communion Office? 24 A. I don't know. 25 Q. Is it an ecclesiastical office or just an</p>	16	<p>1 an -- 2 A. No, I'm not aware of what that process would 3 be. 4 Q. Okay. Are you personally involved in the 5 governance of ACNA? 6 A. Yes. 7 Q. And in what way? 8 A. As a diocesan bishop. 9 Q. And what would those responsibilities 10 include? 11 A. I don't know that I have any responsibilities 12 for administration of ACNA. I'm a member of the 13 College of Bishops. 14 Q. What is the College of Bishops? 15 A. A college of all the bishops who are members 16 of ACNA. 17 Q. And what is the role of the College of 18 Bishops? 19 A. To consult with one another, to offer 20 leadership to the Church, to consent to the election 21 of other bishops. 22 Q. Anything else? 23 A. Not that I can think of. 24 Q. What is the consent process for the election 25 of diocesan bishops in ACNA?</p>
15	<p>1 administrative office? 2 A. It's an administrative office for 3 ecclesiastical affairs, I'd say. 4 Q. Does it have a -- a clergy member on it at 5 this office? 6 A. I believe so. 7 Q. Do you know who that is? 8 A. I think that the man who does that now is Ken 9 Kearon, K-E-A-R-O-N, I believe. 10 Q. And who is he a canon for? 11 A. I don't know. 12 Q. Would it be one of the 38 autonomous 13 provinces? 14 A. Yes. 15 Q. Okay. And does the Anglican Communion Office 16 in London recognize ACNA as a member organization? 17 A. I do not know. 18 Q. Has ACNA applied to the Anglican Communion 19 London Office to be treated as a member entity? 20 A. No. 21 Q. Are you aware if there is an application 22 process for a new province to be recognized by the 23 Anglican Communion London Office? 24 A. No. 25 Q. No, you're not aware or no, there is not such</p>	17	<p>1 A. Once a bishop is elected by a diocese, the 2 College of Bishops must give consent to their being 3 consecrated. 4 Q. Can someone become the bishop of an ACNA 5 diocese without the consent of the College of Bishops? 6 A. No. 7 Q. Can someone become the bishop of an Episcopal 8 diocese without the consent of the House of Bishops in 9 The Episcopal Church? 10 A. No. 11 Q. You understand today that you are appearing 12 as the -- what lawyers call the corporate 13 representative of the defendant in this case appearing 14 as the Episcopal Diocese of Fort Worth? 15 A. Yes. 16 Q. Okay. And I'm going to hand you Plaintiffs' 17 Deposition Exhibit Number 1. 18 (Exhibit No. 1 marked.) 19 Q. (By Mr. Tobey) Which is a copy of the notice 20 we sent -- I'm sorry -- to your counsel. 21 Do you recognize this document? 22 A. Yes. 23 Q. And are you here today to testify on the list 24 of topics attached as Exhibit B to this document? 25 A. Yes.</p>

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18	<p>1 Q. And you've reviewed this list of topics?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Are you the only corporate</p> <p>4 representative designated by the defendant diocese?</p> <p>5 A. I do not know.</p> <p>6 Q. Are you prepared today to testify on all 48</p> <p>7 of these topics?</p> <p>8 A. Insofar as I have knowledge of them, yes.</p> <p>9 Q. Okay. And today will be the corporate</p> <p>10 representative deposition of the Episcopal Diocese of</p> <p>11 Fort Worth?</p> <p>12 A. Yes.</p> <p>13 MR. SHARPE: (Nodding.)</p> <p>14 Q. (By Mr. Tobey) Okay. How did you prepare</p> <p>15 for today's deposition?</p> <p>16 A. By prayer and by talking to the lawyers that</p> <p>17 we've engaged about what takes place in a deposition.</p> <p>18 Q. And did you review any documents to refresh</p> <p>19 your recollection for this deposition?</p> <p>20 A. No.</p> <p>21 Q. Did you review any documents to prepare</p> <p>22 answers to the deposition topics?</p> <p>23 A. Ask me again.</p> <p>24 Q. Did you review any documents as you prepared</p> <p>25 to respond to questions on the deposition topics?</p>	20
19	<p>1 A. No.</p> <p>2 Q. Did you review any documents in preparation</p> <p>3 for today's deposition?</p> <p>4 A. No.</p> <p>5 Q. And you understand that you are under oath</p> <p>6 today?</p> <p>7 A. Yes.</p> <p>8 Q. And you understand that that oath is the same</p> <p>9 oath that you would have if you were testifying in</p> <p>10 court before a judge or a jury?</p> <p>11 A. Yes.</p> <p>12 Q. Have you given a deposition before?</p> <p>13 A. Yes.</p> <p>14 Q. And were those personal matters or -- or was</p> <p>15 there a -- anything Church related?</p> <p>16 A. Church related.</p> <p>17 Q. Okay. Tell -- tell me about the nonpersonal</p> <p>18 depositions you've given.</p> <p>19 A. You'll have to ask me again what you want me</p> <p>20 to tell you.</p> <p>21 Q. Well, I'm -- I'm just trying to be respectful</p> <p>22 of any privacy. I don't want to know if you were</p> <p>23 deposed in a family matter or anything like that, but</p> <p>24 anything business or Church related, tell me about --</p> <p>25 A. Yes.</p>	21
18	<p>1 Q. -- those depositions.</p> <p>2 A. The diocese had a controversy with our</p> <p>3 insurance provider, and a suit was filed over that</p> <p>4 difference.</p> <p>5 Q. What was the name of the insurance provider?</p> <p>6 A. Philadelphia Insurance.</p> <p>7 Q. And when was that suit filed?</p> <p>8 A. I don't know, but it would be after this</p> <p>9 litigation was initiated in 2009.</p> <p>10 Q. Was Philadelphia Insurance retained by the</p> <p>11 defendant diocese as its insurer?</p> <p>12 A. Yes, prior to the initiation of this</p> <p>13 litigation in April 2009.</p> <p>14 Q. When was Philadelphia Insurance retained?</p> <p>15 A. I do not know.</p> <p>16 Q. Was it after 2000?</p> <p>17 A. I -- I think so, but I do not know.</p> <p>18 Q. Was it retained in anticipation of this</p> <p>19 litigation?</p> <p>20 A. No.</p> <p>21 Q. Did the retention of Philadelphia Insurance</p> <p>22 have anything to do with plans of the defendants to</p> <p>23 leave The Episcopal Church?</p> <p>24 A. No.</p> <p>25 Q. What was the purpose of retaining</p>	20
19	<p>1 Philadelphia Insurance?</p> <p>2 A. We have a risk management committee that</p> <p>3 annually reviews insurance, possible liabilities for</p> <p>4 the diocese and shops for the best coverage. It</p> <p>5 includes health coverage, for instance.</p> <p>6 Q. And when did the defendants begin planning</p> <p>7 their departure from The Episcopal Church?</p> <p>8 A. I would say in the summer of 2007.</p> <p>9 MR. HILL: Say again.</p> <p>10 THE WITNESS: I would say in the summer</p> <p>11 of 2007.</p> <p>12 Q. (By Mr. Tobey) And why did they begin</p> <p>13 planning the departure in summer 2007?</p> <p>14 A. Because the General Convention of The</p> <p>15 Episcopal Church had taken actions contrary to the</p> <p>16 clear teaching of Holy Scripture and the apostolic</p> <p>17 tradition of the one, holy, catholic, and apostolic</p> <p>18 Church.</p> <p>19 Q. And what were those actions?</p> <p>20 A. The approval of the ordination of women to</p> <p>21 the priesthood in the episcopate, the approval of</p> <p>22 ordaining a -- a bishop in a same-sex relationship,</p> <p>23 and the recognition of rites for blessing same-sex</p> <p>24 unions.</p> <p>25 Q. And what was the first discussion after that</p>	21

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22	<p>1 of departure from The Episcopal Church?</p> <p>2 A. I don't know what that question means.</p> <p>3 Q. When did you first discuss -- you as an</p> <p>4 individual, Bishop Iker, first discuss departing from</p> <p>5 The Episcopal Church?</p> <p>6 A. In the summer of 2007.</p> <p>7 Q. And who did you speak with?</p> <p>8 A. Various people in the diocese and outside the</p> <p>9 diocese.</p> <p>10 Q. And who were those people?</p> <p>11 A. Members of our churches, members of our</p> <p>12 clergy, other bishops.</p> <p>13 Q. Who were the other bishops?</p> <p>14 A. Who were the bishops by name?</p> <p>15 Q. Yes, sir.</p> <p>16 A. I would say Bob Duncan, John David Schofield,</p> <p>17 Keith Ackerman, John Howe, Jim Stanton, Peter</p> <p>18 Beckwith. There -- there would be others. Those are</p> <p>19 the ones I can think of off the top of my head.</p> <p>20 Q. And who did you discuss departure with inside</p> <p>21 the Fort Worth diocese?</p> <p>22 A. It usually came up when I did an annual</p> <p>23 Sunday morning visitation. I go to a different church</p> <p>24 each Sunday. And after services, I usually meet</p> <p>25 either with the whole congregation or with the vestry.</p>	24	<p>1 recommendations to the Convention, I believe they do.</p> <p>2 But after the amendments are finalized and proposed,</p> <p>3 that becomes the only record.</p> <p>4 Q. Before that period, does the Committee on</p> <p>5 Constitution and Canons take minutes, for example?</p> <p>6 A. No.</p> <p>7 Q. Do they take notes at their meetings?</p> <p>8 A. I'm sure members take notes, but the</p> <p>9 committee does not have a file of notes or minutes of</p> <p>10 previous meetings, only the result of their</p> <p>11 deliberations, which are presented in writing to the</p> <p>12 Convention.</p> <p>13 Q. And have those writings been produced in this</p> <p>14 case?</p> <p>15 A. There are no record of the writings. I'm not</p> <p>16 sure what you mean by the writings. There's a record</p> <p>17 of the proposals that were made to Convention.</p> <p>18 Q. And is that the report you were -- you were</p> <p>19 just talking about, they -- they make a proposal?</p> <p>20 A. Yes.</p> <p>21 Q. And that has been produced in this case?</p> <p>22 A. I don't know. It would be produced in that</p> <p>23 the Constitution and Canons have been produced and the</p> <p>24 journals have been produced of the Convention, and</p> <p>25 they would be a matter of record in those journals.</p>
23	<p>1 And in the summer of 2007, that topic</p> <p>2 usually was brought up by someone in that congregation</p> <p>3 that particular Sunday.</p> <p>4 Q. As bishop, what steps did you take to</p> <p>5 facilitate the departure from The Episcopal Church?</p> <p>6 A. I consulted with the Standing Committee,</p> <p>7 probably the chancellor, about if that were to be</p> <p>8 done, what canonical and constitutional changes would</p> <p>9 be necessary to effect a separation from the General</p> <p>10 Convention of The Episcopal Church.</p> <p>11 Q. And when did you have those conversations?</p> <p>12 A. In the summer of 2007.</p> <p>13 Q. And what canonical and constitutional changes</p> <p>14 did they recommend or did you discuss?</p> <p>15 A. There were a series of recommendations that</p> <p>16 were put in the form of formal canonical amendments to</p> <p>17 our canons and constitutional amendments to our</p> <p>18 constitution. Those were placed before the diocese</p> <p>19 publicly I believe in October of 2007.</p> <p>20 Q. And who wrote those proposed amendments?</p> <p>21 A. The Committee on Constitution and Canons for</p> <p>22 the diocese, which is made up of clergy and lay</p> <p>23 members.</p> <p>24 Q. And does that committee keep records?</p> <p>25 A. Up until the time they make the formal</p>	25	<p>1 Q. The proposal that you were talking about</p> <p>2 would be attached to those documents?</p> <p>3 A. It would be a part of those documents, yes.</p> <p>4 Q. As a separate document or how would it</p> <p>5 appear?</p> <p>6 A. The Committee on Constitution and Canons</p> <p>7 makes a written proposal or report to the delegates at</p> <p>8 Convention prior to the Convention, and that becomes a</p> <p>9 record of the journal when they're introduced as a</p> <p>10 matter of business at the Convention. The votes on</p> <p>11 those various recommendations would be recorded in the</p> <p>12 journal.</p> <p>13 Q. And to your knowledge, has the defendant</p> <p>14 diocese produced any notes from the meetings of the</p> <p>15 Committee on Constitution and Canons?</p> <p>16 A. I do not know of any notes that exist from</p> <p>17 any previous meetings.</p> <p>18 Q. When -- on what date did you stop being a</p> <p>19 bishop of The Episcopal Church?</p> <p>20 A. At the date of the second day of the Diocesan</p> <p>21 Convention in 2008.</p> <p>22 Q. And what day was that?</p> <p>23 A. I don't know. I mean, November 14, 15,</p> <p>24 something like that. But I don't recall the specific</p> <p>25 date. It's a matter of record in -- in the journal</p>

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26	<p>1 for that year's convention.</p> <p>2 Q. So after November 16th, you were no longer a</p> <p>3 bishop of The Episcopal Church?</p> <p>4 A. If that's the date of the convention,</p> <p>5 November 16. You said November 16. I'm not sure</p> <p>6 that's the date, but --</p> <p>7 Q. So --</p> <p>8 A. -- the second day of the convention 2008,</p> <p>9 November.</p> <p>10 Q. So we can agree that by November 20th, 2008,</p> <p>11 you were no longer a bishop of The Episcopal Church?</p> <p>12 A. Correct.</p> <p>13 Q. And is that the same date that you stopped</p> <p>14 being a member of The Episcopal Church?</p> <p>15 A. Yes.</p> <p>16 Q. Who were the trustees of the Corporation of</p> <p>17 the Episcopal Diocese of Fort Worth as of</p> <p>18 November 15th, 2008?</p> <p>19 A. The same trustees who are members now. You</p> <p>20 want me to name them?</p> <p>21 Q. Please.</p> <p>22 A. Frank Salazar, Walter Virden.</p> <p>23 THE REPORTER: I'm sorry?</p> <p>24 THE WITNESS: Walter Virden.</p> <p>25 A. Chad Bates, Rod Barber, Jo Ann Patton,</p>	28
27	<p>1 myself. How many is that?</p> <p>2 Q. (By Mr. Tobey) I get seven.</p> <p>3 A. I think that's all of them, then. Isn't it?</p> <p>4 Q. Okay. And on what date did those trustees</p> <p>5 cease to be affiliated with The Episcopal Church?</p> <p>6 A. I don't know that any of them have ever</p> <p>7 declared anything about their affiliation with The</p> <p>8 Episcopal Church.</p> <p>9 Q. Are the trustees of the Corporation of the</p> <p>10 Episcopal Diocese of Fort Worth, as it's named in this</p> <p>11 lawsuit, currently members of The Episcopal Church?</p> <p>12 A. You would have to ask them that. They're</p> <p>13 members of parishes of the diocese.</p> <p>14 Q. Parishes of which diocese?</p> <p>15 A. There's only one diocese.</p> <p>16 Q. And can you give the full name, please?</p> <p>17 A. The Episcopal Diocese of Fort Worth.</p> <p>18 Q. So they're members of the Episcopal Diocese</p> <p>19 of Fort Worth and --</p> <p>20 A. They're members of parishes of -- parishes in</p> <p>21 union with the Convention of the Episcopal Diocese of</p> <p>22 Fort Worth.</p> <p>23 Q. And --</p> <p>24 A. As they were before the litigation, they</p> <p>25 continue to be members of the same parish after the</p>	29
26	<p>1 litigation.</p> <p>2 Q. And is the entity that you were referring to</p> <p>3 as the Episcopal Diocese of Fort Worth affiliated with</p> <p>4 The Episcopal Church?</p> <p>5 A. Not since November of 2008.</p> <p>6 Q. So after November 2008, the trustees of the</p> <p>7 Corporation were members of parishes within the</p> <p>8 defendant Episcopal Diocese of Fort Worth, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And the -- as of November 2008, the defendant</p> <p>11 Episcopal Diocese of Fort Worth was no longer</p> <p>12 affiliated with The Episcopal Church, in -- in your</p> <p>13 view?</p> <p>14 A. Correct.</p> <p>15 Q. So after November 2008, the parishes to which</p> <p>16 the trustees belonged were not affiliated with The</p> <p>17 Episcopal Church, in your view?</p> <p>18 A. Churches have an affiliation with the</p> <p>19 diocese, and through their affiliation with the</p> <p>20 diocese, they have a relationship with the larger</p> <p>21 Church.</p> <p>22 People come to our parishes who are --</p> <p>23 are members of different denominations. Some consider</p> <p>24 themselves Episcopalian, some Anglicans, some are</p> <p>25 members of other denominations but still worship in</p>	29

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30	<p>1 no longer a part of The Episcopal Church, in your 2 view? 3 A. Yes. 4 Q. Okay. So the trustees of the Diocesan 5 Corporation appearing as defendants in this case are 6 not members of parishes affiliated with The Episcopal 7 Church through a diocese? 8 A. That's correct. 9 Q. Is the same true for the Standing Committee 10 of the diocese? Let me strike that. 11 The defendants who appear in this case as 12 members of a Standing Committee of the Episcopal 13 Diocese of Fort Worth, are they affiliated with a 14 diocese of The Episcopal Church? 15 A. They're still affiliated with the Episcopal 16 Diocese of Fort Worth, of which I'm the bishop. 17 Q. And is that entity affiliated, in your view, 18 with The Episcopal Church? 19 A. Not since November 2008. 20 Q. So the answer to my question then is, after 21 November 2008, the Standing Committee members of the 22 defendant diocese are not standing members of a 23 diocese affiliated with The Episcopal Church? 24 A. That's correct. 25 Q. Can -- oh, and I just want to go back.</p>	32	<p>1 Q. And ACNA is governed by Constitution and 2 Canons? 3 A. Yes. 4 Q. Okay. Are ACNA diocese required to follow 5 ACNA's Constitution and Canons? 6 A. Yes. 7 Q. Do ACNA diocese submit to the authority of 8 the larger ACNA church? 9 A. I don't think those words are used, submit to 10 the authority of. 11 Q. What words are used? 12 A. I don't recall. 13 Q. Are there words that describe the 14 relationship of an ACNA diocese to the authority of 15 ACNA? 16 A. There must be in the Constitution and Canons 17 something that describe the relationship, but I don't 18 recall the wording -- 19 Q. Do ACNA -- 20 A. -- of those provisions. 21 Q. I apologize for speaking over you. 22 A. I don't recall the exact wording of those 23 provisions. 24 Q. Is there an accession clause? 25 A. I don't know. I really don't recall what the</p>
31	<p>1 You said November 15th earlier was the 2 date of the convention. November 15th, 2008? 3 A. I said I thought it was around that time. I 4 don't recall the specific days of the convention. 5 It's a matter of record in the journal. 6 Q. Okay. I'll represent to you November 15th. 7 We'll look at the document later. 8 A. That's fine. 9 Q. Does that sound about right to you? 10 A. Yeah. Yes, middle of November, 13, 14, 15, 11 16. 12 Q. Okay. Can an ACNA diocese leave ACNA? 13 A. Yes. 14 Q. What is the process for that? 15 A. To vote to disaffiliate, I believe would be 16 the answer. 17 Q. Majority vote of the diocese? 18 A. Of the Diocesan Convention, yes. 19 Q. And how do you know that? 20 A. That's my recollection of what the 21 Constitution and Canons of ACNA says. 22 Q. Okay. So you would look to the Constitution 23 and Canons of ACNA for the procedure for an ACNA 24 diocese to disaffiliate? 25 A. If there were such a procedure.</p>	33	<p>1 words say. 2 Q. Were you, as bishop -- I'm asking in your 3 individual capacity -- required to give any kind of 4 commitment to ACNA to be a bishop within ACNA? 5 A. No. 6 Q. There was no oath taken? 7 A. No. 8 Q. There was no declaration that you had to 9 give? 10 A. No. 11 Q. Okay. If you had to give such a declaration, 12 would you have followed it? 13 A. That's rather hypothetical, I think. If I 14 had to do something, would I have followed it seems -- 15 I can't answer that question. 16 Q. You cannot answer that question? 17 A. No, I -- I don't know what that means. 18 Q. Okay. You took an oath to The Episcopal 19 Church? 20 A. No. 21 Q. Okay. Did you sign a Declaration of 22 Conformity to The Episcopal Church? 23 A. To The Episcopal Church is not the way I'd 24 state it. 25 Q. Tell us --</p>

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214	<p>1 MR. SHARPE: He didn't say what your 2 question said. 3 MR. HILL: I'm just asking him. 4 MR. SHARPE: Would you read -- 5 Q. (By Mr. Hill) Is that your con- -- 6 MR. SHARPE: -- the question? 7 MR. HILL: I'll withdraw it. 8 MR. SHARPE: Read it -- 9 Q. (By Mr. Hill) Is that -- 10 MR. SHARPE: Okay. 11 Q. (By Mr. Hill) Is that your contention, that 12 is, that the Corporation which you say you and your 13 friends control, neither it nor your diocese holds any 14 property in trust for The Episcopal Church? 15 MR. SHARPE: Objection, form. 16 Q. (By Mr. Hill) Is that true? You can answer. 17 MR. SHARPE: Own or control? 18 Q. (By Mr. Hill) Owns or controls. 19 A. Yeah. Well, first of all, I -- I think it'd 20 be more appropriate to say that the Corporation are 21 elected trustees, not my friends. 22 Q. Okay. Whoever it is in your -- 23 A. That seems a little like croneyism and I 24 don't like that. 25 Q. Okay. I -- we all don't like croneyism.</p>
215	<p>1 I've heard you say three times, Bishop, 2 that either your Corporation -- the Corporation, your 3 diocese, you, you-all don't claim to own or control 4 any property in trust for The Episcopal Church; is 5 that true? 6 A. All diocesan properties are in the name of 7 the Corporation and they're held in trust for the 8 local parish or mission, not The Episcopal Church. 9 Q. Okay. That's almost -- 10 A. That's true. 11 Q. -- what I asked. Is what I said true, 12 you-all don't claim -- 13 A. I believe we're saying the same thing. 14 THE REPORTER: One at a time. 15 Q. (By Mr. Hill) Is what I said true? 16 A. I believe we're saying the same thing. 17 Q. Okay. Now, have you -- in reading the 18 decision of the Texas Supreme Court, you -- you became 19 aware, did you not, that the Court told us and gave us 20 some direction as to what to look to if indeed we're 21 controlled by neutral principles, documents and that 22 kind of thing? 23 A. Yes, sir. 24 Q. Okay. For example, they mentioned deeds, 25 didn't they?</p>
216	<p>1 A. Yes, sir. 2 Q. Have you seen the deeds on property owned by 3 All Saints'? 4 A. I have not. 5 Q. Have you ever looked at them? 6 A. I do not believe I have. 7 Q. Okay. Well -- 8 A. You dropped your microphone. 9 Q. What's that? Oh, I'm sorry. Thank you. 10 Have you seen any kind of executive 11 summary of what the deeds on the All Saints' property 12 might say? 13 A. I think I've seen articles of incorporation 14 from All Saints' Church which refers to property. 15 Q. Okay. 16 A. I don't believe I've ever seen the deeds. 17 Q. Okay. You -- and I mean you on behalf of 18 your diocese or the Corporation. You don't claim to 19 own the -- any interest in All Saints' Corporation, do 20 you? 21 A. The title to the property of All Saints' 22 Church is in the name of the Corporation of the 23 Episcopal Diocese of Fort Worth. 24 Q. Okay. Slightly different question. 25 You and your -- your diocese and the</p>
217	<p>1 Corporation have never claimed to own any interest in 2 All Saints' Corporation, true, All Saints' Episcopal 3 Corporation? 4 A. I was not aware that there was an All Saints' 5 incorporation until the time of the division in 2007 6 and '8. 7 Q. Okay. And you -- 8 A. I don't know when it was incorporated. 9 Q. But -- 10 A. Do you? 11 Q. But you've never claimed to own any interest 12 in the Corporation, have you? 13 A. I don't think so. 14 Q. Okay. And by you, I mean your diocese, the 15 Corporation. You -- 16 A. Yeah. 17 Q. -- understood that? Okay. 18 A. The provision in the con- -- the canons of 19 the diocese is that parishes and -- parishes and 20 missions cannot be incorporated, that they're in union 21 with the diocese and cannot be incorporated, Canon 31 22 or something like that. 23 Q. Okay. You've also been aware, or at least 24 become aware, that the All Saints' Episcopal Church 25 Corporation is the sole member and owner of another</p>

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218	<p>1 corporation that claims to own the school property. 2 You know that, don't you? 3 A. I don't know about the relationship. I -- I 4 was under the impression that the school had 5 incorporated some time ago and was independent of the 6 parish. 7 Q. Okay. That was your understanding, I believe 8 you said? 9 A. That was my understanding, yes. 10 Q. But you did know it was incorporated? 11 A. The school, yes. 12 Q. All right. And that the -- the -- the 13 Corporation -- the school corporation owns deed title 14 to all of the school property; did you know that? 15 A. That's correct. 16 Q. Okay. 17 A. And we have no claim on -- on any of the 18 school property. 19 Q. Okay. And by "we," you mean the Corporation? 20 A. The diocese, the Corporation. 21 Q. Okay. So we can effectively take that out of 22 the lawsuit? 23 A. I don't think it's ever been a part of it, 24 has it? 25 Q. Okay. Mighty good.</p>	220	<p>1 Q. Okay. And I believe you originally caused 2 the deed to be taken into the diocese, but then you 3 caused a correction deed to be executed so that the 4 diocese deeded it over to the Corporation; is that 5 correct? 6 A. In nine-- in 2006, when we engaged this 7 title firm and an attorney, one of the things that we 8 discovered is the Diocesan Center was in the name of 9 the diocese -- 10 Q. Uh-huh. 11 A. -- and not the Corporation. 12 Q. Uh-huh. 13 A. And the confusion was, how did that happen. 14 Q. Yeah. And I'm not -- 15 A. So we corrected it, and it's in the name of 16 the Corporation. 17 Q. Okay. And I -- I don't mean to imply 18 criticism or the -- or the contrary. I just want to 19 be sure that I've got the facts straight here. 20 A. Yeah. It was -- it was titled incorrectly -- 21 Q. Okay. 22 A. -- in the beginning. 23 Q. Now, with respect to the property that All 24 Saints' Church is on itself, let me talk to you about 25 it for a moment.</p>
219	<p>1 A. I mean, we've listed properties. I don't 2 think that the school's ever been in there. 3 Q. And, indeed, you caused a purchase of some 4 property from the Corporation that owns the school, 5 didn't you, to build a Diocesan Center? 6 A. We bought a portion of the property owned by 7 the school to build the Diocesan Center, yes. 8 Q. And when you say "we," who was that? 9 A. Well, the Corporation would hold title. The 10 funding came from the diocese and -- and donors and 11 benefactors and foundations. 12 Q. Okay. Do you know about how much 13 consideration was given, how much money was paid to 14 the school corporation for the property that you and 15 the diocese bought? 16 A. I do not. 17 Q. Okay. But it would have been several 18 thousands of dollars, I presume? 19 A. I -- I just don't remember a figure on that. 20 Q. Well, can we agree it wasn't just nominal? 21 A. Oh, no, it was -- we insisted that it be at 22 a -- at a price that, you know, presum- -- the school 23 could sell it to somebody else for. 24 Q. Okay. Something like market value? 25 A. Yes.</p>	221	<p>1 MR. HILL: I have to keep these certified 2 copies. Can we substitute other copies for my 3 certified ones? 4 MR. SHARPE: Of course. 5 MR. HILL: Okay. Thank you. I 6 appreciate that. 7 MR. SHARPE: You and the court reporter 8 can work that agreement out -- 9 MR. HILL: Okay. 10 MR. SHARPE: -- because those are her 11 documents, not mine. 12 MR. HILL: Well, I want an agreement on 13 the record -- 14 MR. SHARPE: But I'm fine -- 15 MR. HILL: -- from everyone -- 16 MR. SHARPE: I'm fine -- 17 MR. HILL: -- that we will retrieve our 18 certified copies and substitute copies. 19 MR. WEAVER: I have no objection. 20 MR. HILL: Thank you. 21 MR. SHARPE: I would suggest that you 22 just let her have a copy of it instead of the 23 original. 24 MR. HILL: I think all I've got is the 25 certified, so I'll have to let you take them and</p>

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226	<p>1 '83 and put in the name of the Corporation. It 2 doesn't matter who owned the property to begin with. 3 Q. Oh. Well, now where did you get that 4 understanding? And if so -- 5 A. Well, I've read -- I've read the summary 6 judgment about the properties, and it lists All 7 Saints' Church as one of the properties -- 8 Q. Then why -- 9 A. -- in the judgment -- 10 Q. I'm sorry. Go ahead. 11 A. -- decided to the Corporation of the Diocese 12 of Fort Worth. 13 Q. Then why did you and Mike Kensel send out 14 efforts to get all of the All Saints' property, for 15 example, deeds changed from All Saints' into the 16 Corporation -- 17 A. We dis- -- 18 Q. -- if it was already done? 19 A. We discovered that properties were bought in 20 recent years, since the court judgment, across the 21 street, buildings and residences, which were, as I 22 recall, put in the name of All Saints' Episcopal 23 Church. 24 Q. Okay. 25 A. I called the rector and said, you know, it</p>	228	<p>1 A. I believe so. 2 Q. Okay. All right. So as of today -- 3 A. I'm not that familiar with it, but I believe 4 it says all property listed here and any acquired in 5 any other way. 6 Q. Okay. You think that's -- 7 A. I know that -- 8 Q. -- in the judgment? 9 A. I know that the Constitution and Canons of 10 the diocese, before the division said all property, 11 however received -- 12 Q. Uh-huh. Okay. 13 A. -- will be titled in the name of the 14 Corporation. 15 Q. And by the way, when it says when title is 16 held or title will be held by, what does that mean to 17 you? 18 A. It means that that property is owned by the 19 Corporation with the provision that being held in 20 trust for the congregation, it can't be encumbered or 21 alienated without the written consent of the rector, 22 wardens and vestry of the congregation. 23 Q. But when the title is held, are you 24 talking -- to you, does that mean the deed title? 25 A. Yes.</p>
227	<p>1 needs to be in the name and -- the title needs to be 2 in the name of the Corporation. 3 Q. Uh-huh. 4 A. He says, well, the people that we're dealing 5 with don't want to have anything to do with you 6 because you don't know anything about the priests. 7 Q. Uh-huh. 8 A. Can't we just live with this for a while? 9 Q. Who said this? 10 A. Bob Bosworth. 11 Q. Uh-huh. 12 A. And I said, well, it's -- it's not worth 13 fighting about now, but, I mean, when the Church 14 acquires property under the canons, it's to be titled 15 in the name of the Corporation, not the parish. 16 Q. All right. Let's talk, though, first about 17 the judgment, because the judgment doesn't talk about 18 after acquired property, does it, Bishop? 19 It talks about those that were standing 20 in the name of the Dallas Diocese or Bishop of Dallas 21 of December 31st of 1982; isn't that true? 22 A. I believe there's provision for properties as 23 acquired after this for whatever purposes. 24 Q. Okay. So you would rely on the judgment to 25 establish that position?</p>	229	<p>1 Q. Okay. And it's your understanding that -- 2 that you think your diocese has deed title to all of 3 the real estate, for example, on -- facially by All 4 Saints' -- 5 A. I believe that's a -- 6 Q. -- but that you're hold -- 7 A. -- a matter of legal record, yes. 8 Q. That's your contention? 9 A. Yes, sir. 10 Q. And that -- and that your diocese hold its -- 11 holds it in trust for All Saints'? 12 A. Yes. 13 Q. Okay. Now, let's talk about All Saints' a 14 little further. Who is the governing body of All 15 Saints' Church? 16 A. The vestry. 17 Q. Okay. And has that been true for at least 18 the last ten years? 19 A. True, yes. 20 Q. And explain, if you will, how -- how does the 21 vestry make decisions governing the church? 22 A. How do they make decisions? 23 Q. Yeah. Do they vote? 24 A. Yes. It's -- it's like any board, they have 25 members who consider issues, actions and vote.</p>

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1 Q. Okay. And you remember from the Texas
 2 Supreme Court decision that -- that the parishes are
 3 subject ultimately to the national church; you
 4 remember that?
 5 A. No.
 6 Q. You don't remember that, where they said that
 7 they -- they are responsible both to a diocese and to
 8 the national church?
 9 A. Oh, well, you skipped the diocese. You said
 10 and the national church.
 11 Q. Okay. Do you remember that it says --
 12 A. Yeah.
 13 Q. -- they're responsible to both --
 14 A. Yeah, every diocese is comprised of
 15 congregations --
 16 Q. Okay.
 17 A. -- that are under its Constitution and
 18 Canons. And their relationship with the rest of The
 19 Episcopal Church, or hierarchy as you call it, come
 20 because they're members of the diocese.
 21 Q. Uh-huh.
 22 A. You can't be a member of the General
 23 Convention unless you're a diocese.
 24 Q. Now, did you -- did you learn it sometime
 25 prior to the final vote to -- to split, did you learn

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1 you're unseated?
 2 A. I would not see that as an option. I mean,
 3 it's happened that bishops in The Episcopal Church
 4 have taken those kind of actions against vestry --
 5 Q. I'm not asking you --
 6 A. -- but that's over --
 7 Q. I'm not asking you if you like the option.
 8 I'm saying, did you think you had the power as bishop
 9 to disband that vestry?
 10 A. It never occurred to me.
 11 Q. Has it as of today occurred to you?
 12 A. No.
 13 Q. Okay. And as of today, you've never
 14 attempted to disband that vestry --
 15 A. Any vestry.
 16 Q. -- at All Saints'?
 17 A. No.
 18 Q. Okay. And -- and accordingly, you have no --
 19 no challenge to the legality of the action of the
 20 vestry of All Saints', do you?
 21 A. On what?
 22 Q. On any of the property issues we're here
 23 about.
 24 A. Well, I have no objection to their vote to
 25 remain in The Episcopal Church.

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1 at some point prior to that that the All Saints'
 2 vestry was not going to go along with your departure
 3 from the national church?
 4 A. With the departure of the diocese?
 5 Q. Yeah, your Diocese.
 6 A. From The Episcopal Church?
 7 Q. Yeah.
 8 A. We made it clear that provision had been made
 9 for parishes that wished not to separate from The
 10 Episcopal Church to do so under provisions of Canon 32
 11 and be given title and -- and no claim on assets by
 12 the Corporation, Standing Committee and the bishop.
 13 Q. Did you learn sometime just prior to or
 14 during the split that the vestry at All Saints' had
 15 decided not to go with your departure or your
 16 diocese's departure?
 17 A. Yes, sir. They wrote me a letter.
 18 Q. Okay. And did you -- did you have the power
 19 to disband the vestry?
 20 A. I did not disband the vestry.
 21 Q. Did you have the power, as you saw it, to
 22 disband or displace that vestry?
 23 A. On -- on what grounds? That they wanted --
 24 Q. Any grounds, Bishop. Did you have the power
 25 to say, hey, vestry, you're -- you're disbanded,

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1 Q. Okay. Let's take it one bite at a time,
 2 then.
 3 So as for purposes of this lawsuit,
 4 you've always conceded that All Saints' Episcopal
 5 Church stayed with the national church and opted not
 6 to go with your diocese, true?
 7 A. Yes.
 8 Q. Okay. And that's still your position today?
 9 A. Yes.
 10 Q. And so if -- if neither you -- and I mean as
 11 bishop -- nor the -- your diocese nor your Standing
 12 Committee nor the Corporation has ever claimed to own
 13 any of All Saints' Corporation -- which you told me --
 14 and you've never challenged the decision of All
 15 Saints' to stay with the national church, then tell
 16 me, how do you claim to be holding real estate in
 17 trust for All Saints'?
 18 MR. WEAVER: Objection, form.
 19 MR. HILL: What's wrong with it?
 20 MR. WEAVER: It sounds multifarious to
 21 me. It's like you were asking --
 22 MR. HILL: Okay.
 23 Q. (By Mr. Hill) Well --
 24 MR. WEAVER: -- him like three or four
 25 questions.

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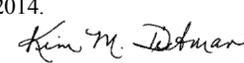
310	<p>1 NO. 141-252083-11</p> <p>2 THE EPISCOPAL CHURCH, § IN THE DISTRICT COURT</p> <p>ET AL. §</p> <p>3 §</p> <p>Plaintiffs, §</p> <p>4 V. § TARRANT COUNTY, TEXAS</p> <p>§</p> <p>5 FRANKLIN SALAZAR, ET AL., §</p> <p>§</p> <p>6 Defendants. § 141ST JUDICIAL DISTRICT</p> <p>7</p> <p>8</p> <p>9</p> <p>10 REPORTER'S CERTIFICATION</p> <p>11 ORAL AND VIDEOTAPED DEPOSITION OF</p> <p>12 THE DEFENDANT APPEARING AS</p> <p>13 "EPISCOPAL DIOCESE OF FORT WORTH"</p> <p>14 BY ITS DESIGNATED REPRESENTATIVE</p> <p>15 JACK LEO IKER</p> <p>16</p> <p>17</p> <p>18</p> <p>19 I, Kim M. Dickman, Certified Shorthand</p> <p>20 Reporter in and for the State of Texas, hereby certify</p> <p>21 to the following:</p> <p>22 That the witness, JACK LEO IKER, was duly</p> <p>23 sworn by the officer and that the transcript of the</p> <p>24 oral deposition is a true record of the testimony</p> <p>25 given by the witness;</p>	312
311	<p>1 That the deposition transcript was submitted</p> <p>2 on September 15, 2014, to the witness or to the</p> <p>3 attorney for the witness for examination, signature</p> <p>4 and return to me by October 5, 2014.</p> <p>5 That the amount of time used by each party</p> <p>6 at the deposition is as follows:</p> <p>7 Mr. Daniel L. Tobey - 4 hours, 19 minutes,</p> <p>8 Mr. Frank Hill - 1 hours, 43 minutes;</p> <p>9 That pursuant to information given to the</p> <p>10 deposition officer at the time said testimony was</p> <p>11 taken, the following includes counsel for all parties</p> <p>12 of record:</p> <p>13 Mr. Danny L. Tobey and Mr. Joseph A. Magliolo,</p> <p>Attorneys for the Local Episcopal parties;</p> <p>14</p> <p>Mr. David Booth Beers for The Episcopal Church;</p> <p>15</p> <p>Ms. Kathleen Wells, Attorney for Episcopal Diocese of</p> <p>16 Fort Worth;</p> <p>17 Mr. Frank Hill, Attorney for the Local Episcopal</p> <p>Congregations;</p> <p>18</p> <p>Mr. J. Shelby Sharpe, Attorney for the Episcopal</p> <p>19 Diocese of Fort Worth Corporation, Episcopal Diocese</p> <p>of Fort Worth and Jack Leo Iker;</p> <p>20</p> <p>Mr. David Weaver, Attorney for the Defendant</p> <p>21 Congregations;</p> <p>22 I further certify that I am neither counsel</p> <p>23 for, related to, nor employed by any of the parties or</p> <p>24 attorneys in the action in which this proceeding was</p> <p>25 taken, and further that I am not financially or</p>	<p>1 otherwise interested in the outcome of the action.</p> <p>2 Further certification requirements pursuant</p> <p>3 to Rule 203 of TRCP will be certified to after they</p> <p>4 have occurred.</p> <p>5 Certified to by me this 15th day of</p> <p>6 September, 2014.</p> <p>7</p> <p>8 </p> <p>9</p> <p>10 Kim M. Dickman, Certified</p> <p>Shorthand Reporter No. 2181</p> <p>in and for the State of Texas</p> <p>Dickman Davenport, Inc.</p> <p>Firm Certification No. 312</p> <p>3131 Turtle Creek</p> <p>Suite 320</p> <p>Dallas, Texas 75219</p> <p>(214) 855-5100 (800) 445-9548</p> <p>www.dickmandavenport.com</p> <p>e-mail: kd@dickmandavenport.com</p> <p>My commission expires 12-31-14</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
313	<p>1 FURTHER CERTIFICATION UNDER RULE 203 TRCP</p> <p>2 The original deposition was/was not returned</p> <p>3 to the deposition officer on _____;</p> <p>4 If returned, the attached Changes and</p> <p>5 Signature page contains any changes and the reasons</p> <p>6 therefor;</p> <p>7 If returned, the original deposition was</p> <p>8 delivered to Mr. Daniel L. Tobey, Custodial Attorney;</p> <p>9 That § _____ is the deposition</p> <p>10 officer's charges to the Plaintiff for preparing the</p> <p>11 original deposition transcript and any copies of</p> <p>12 exhibits;</p> <p>13 That the deposition was delivered in</p> <p>14 accordance with Rule 203.3, and that a copy of this</p> <p>15 certificate was served on all parties shown herein on</p> <p>16 _____ and filed with the Clerk.</p> <p>17 Certified to by me this _____ day of</p> <p>18 _____, 2014.</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>Kim M. Dickman, Certified</p> <p>Shorthand Reporter No. 2181</p> <p>in and for the State of Texas</p> <p>Dickman Davenport, Inc.</p> <p>Firm Certification No. 312</p> <p>3131 Turtle Creek, Suite 320</p> <p>Dallas, Texas 75219</p> <p>(214) 855-5100 (800) 445-9548</p> <p>www.dickmandavenport.com</p> <p>e-mail: kd@dickmandavenport.com</p> <p>My commission expires 12-31-14</p>	

EXHIBIT J

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

ALL SAINTS’ EPISCOPAL CHURCH, et al §
v. § **CASE NO. 4:21-CV-01366-O**
ALL SAINTS EPISCOPAL CHURCH §

**REPLY TO RESPONSE TO MOTION TO
REOPEN CASE FOR RECONSIDERATION OF
ORDER DENYING LEAVE TO APPEAL MOTION
TO DISMISS AND TO STAY ADVERSARY PROCEEDING**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Appellants All Saints’ Episcopal Church, an unincorporated parish in union with the annual convention of the Episcopal Diocese of Fort Worth, hereafter “All Saints EDFW,” and The Corporation for the Episcopal Diocese of Fort Worth, file this reply to response of Appellee Debtor All Saints’ Episcopal Church, hereafter “Debtor All Saints,” to the motion to reopen the case for reconsideration of the Court’s order of April 12, 2022, denying Appellants’ motion for leave to appeal the bankruptcy court’s order denying their motion to dismiss the bankruptcy proceedings.

**REPLY TO RESPONSE TO MOTION TO
REOPEN CASE FOR RECONSIDERATION OF
ORDER DENYING LEAVE TO APPEAL MOTION
TO DISMISS AND TO STAY ADVERSARY PROCEEDING**

PAGE 1 OF 11

APP. 527

Introduction

1. Is subject-matter jurisdiction of proceedings before a court important? Yes! Without it, a court has no power but to dismiss the proceedings. It can never be waived. It can be raised at anytime by a party or the court *sua sponte* even on appeal. There can be no successful procedural argument against it.

2. Appellants' motion before the Court raises it. Debtor All Saints response never joins issue on the jurisdictional argument that the state court judgments determined the faction that is the continuing All Saints' Episcopal Church established in the 1940s whose leaders brought Debtor All Saints into existence in 1953 is Appellant All Saints EDFW.

Summary of Response

3. In essence, the response of Debtor All Saints mainly argues that the motion is a "repackaging" of the previous arguments of *res judicata* and collateral estoppel already rejected by this Court and the Bankruptcy Court.

4. It begins with a procedural argument that the requirements of Rule 59(e) have not been met by failing to point out among other things a "manifest error of law" or "newly discovered evidence," and the rule was never intended to permit relitigating issues already decided or issues that could have been raised

5. After arguing the procedural point, the response posits that the Rooker-Feldman doctrine has not only been raised too late but does not apply for two basic

reasons, one Debtor All Saints was not a party to any state court judgment and no state court judgment decided who controlled Debtor All Saints.

Missing in the Response

6. Significantly, the response never mentions the dialogue between the judge of the 141st District Court and the Jambor faction's lawyer at the June 10, 2015, motions for partial summary judgment hearing where the judge answered a question from the Jambor faction's lawyer that his ruling on the motions would determine the faction that would be considered the continuing All Saints' Episcopal Church.

7. Furthermore, and not to be minimized, is the response does NOT challenge the facts set out in the "Determinative Undisputed Facts in the Record" section of the motion.

8. Of these undisputed facts not contested by the response are that when the Jambor faction lost its motion for partial summary judgment that became a part of the final judgment affirmed by the Texas Supreme Court, the Jambor faction had to give up the church home and another piece of real property All Saints' Episcopal Church had been using prior to and during the litigation that split the church into two factions.

9. The last of the Determinative Undisputed Facts in the Record not disputed in the response, and maybe the most consequential, is the one that this Court in the order of April 12, 2022, gave special attention to the Bankruptcy Court's finding that

“Debtor’s board, properly constituted’ All Saints’ Episcopal Church that brought Debtor All Saints into existence, which is contrary to the 141st District Court judgment affirmed by the Supreme Court of Texas making the Rooker-Feldman doctrine dispositive.”

Rule 59(e) Proper to Raise Jurisdiction

10. Rule 59(e) is a proper means of calling a federal court’s attention to a lack of subject-matter jurisdiction.¹

11. Debtor All Saints cites no authority that Rule 59(e) is not a proper motion to raise the subject-matter jurisdiction issue within 28 days after the signing of a final order, which the Court’s order signed on April 12, 2022, is.

12. A lack of subject-matter jurisdiction is, indeed, a “manifest error of law” affecting the Court’s April 12, 2022, order.

13. The failure to raise it sooner or that it is based on the same record Appellants argued in support of their appeal that the affirmative defenses of *res judicata* and collateral estoppel defeat the bankruptcy proceedings is of no moment because subject-matter jurisdiction cannot be waived and may be raised at any time even on appeal.²

¹ *Jackson v. N.A.A.C.P.*, 575 F. App’x 256, 258 (5th Cir. 2014). See also *Green Riverside, Inc. v. Black Jack Oil Co.*, 2019 U.S. Dist. LEXIS 165, 2019 WL 77229 (N.D. Tex. Mar. 14, 2018)

² *Giles v. Nylcare Health Plans*, 172 F.3d 332, 336 (5th Cir. 199); *Settlement Funding, L.L.C. v. Rapid Settlements, Ltd.*, 851 F.3d 530, 534 (5th Cir. 2017)

14. Also, subject-matter jurisdiction is not a re-litigation of an issue previously considered by the Court.

Rooker-Feldman Doctrine Applicable and is Violated

15. The Fifth Circuit has ruled that a “state court judgment is attacked for purposes of Rooker-Feldman ‘when the [federal] claims are *inextricably intertwined* with a challenged state court judgment’ . . . or where the losing party in a state court seeks ‘what in substance would be appellate review of the state court judgment’”³ as is the situation here.

16. Also, the Fifth Circuit is very clear that “The Bankruptcy Code was not intended to give litigants a second chance to challenge a state court judgment, nor did it intend for the Bankruptcy Court to serve as an appellate court [for the state court proceedings].”⁴

17. Or, explained in another opinion by the Fifth Circuit, the Rooker-Feldman doctrine and issue preclusion prevent a bankruptcy court from being a forum to “relitigate” claims previously decided by a final state court judgment.⁵

18. In *Hoffman*, the Fifth Circuit affirmed a district court’s dismissal of a Chapter 12 bankruptcy and an adversary proceeding.⁶

³ *Weaver v. Tex. Capital Bank, N.A.*, 680 F.3d 900, 904 (5th Cir. 2011)

⁴ *Besing v. Hawthorne (In re Besing)*, 981 F.2d 1488, 1496 (5th Cir. 1993).

⁵ *Hoffman v. Hous. SPCA (In re Hoffman)*, 955 F.3d 440, 443 (5th Cir. 2020)

⁶ 95 F.3d at 443.

19. Debtor All Saints has cited no court opinion that is contrary to the authorities supporting the relief sought in Appellants' motion.

Flawed Arguments in Response

20. The arguments that All Saints' Episcopal Church corporation was not a party to the state court proceedings; that there was no determination of which faction controlled Debtor All Saints; and that a federal court is not sitting "in direct review of state court decisions" or being "asked to review or reject any prior holding of a state court" ignore the determination made by the state courts that the Jambor faction that filed the bankruptcy proceedings on behalf of Debtor All Saints was found NOT to be the continuing All Saints' Episcopal Church founded in the late 1940s.

21. The issue raised by Appellants in these federal proceedings has NEVER been that Debtor All Saints is bound by the state court judgments.

22. The issue HAS ALWAYS BEEN that the Jambor faction is not the continuing All Saints' Episcopal Church and thus without authority to file the bankruptcy proceedings.

23. The Bankruptcy Court opinion correctly acknowledges that **"If, as of the time of the bankruptcy filing, those purporting to have taken action on behalf of the corporation [Debtor All Saints] lacked authority under applicable state law to authorize the filing, then cause exists for dismissal of the case under**

section 1112(b)(1) of the Bankruptcy Code.”⁷ In fact, the Bankruptcy Court goes on to **correctly conclude** that a court “**has no alternative but to dismiss the petition,**” citing *Price v. Gurney*, 324 U. S. 100, 106 (1945).⁸

24. Where the Bankruptcy Court went wrong **and fatally erred,**⁹ as well as Debtor All Saints,¹⁰ is seeking a redetermination of the state court judgment that identified All Saints EDFW as the faction that is the continuing All Saints’ Episcopal Church formed in the 1940s that controls Debtor All Saints.

25. Thus, Debtor All Saints’ arguments are irrelevant and without support in law that the corporation not being a party to the state court litigation fail to account that the judgments have determined that the Jambor faction is NOT the continuing All Saints’ Episcopal Church, which is the only basis the Jambor faction has claimed a right of control of the corporation and the properties in this name.

Relief Sought Required When No Jurisdiction

26. The undisputed determinative facts measured by the Rooker-Feldman doctrine Fifth Circuit opinions support this Court reopening the case, setting aside its ruling, signing an order granting the interlocutory appeal, and dismissing all bankruptcy proceedings.

⁷ Bankruptcy Court Memorandum Opinion p. 21.

⁸ Opinion at p. 22

⁹ Opinion pp.27-28

¹⁰ Response pp. 2, 5, 9

Paul Harvey Rest of the Story

27. The Court has noticed in the Memorandum Opinion of the Bankruptcy Court that the “bankruptcy case is but the latest chapter in a protracted property battle” that begin when The Episcopal Church joined by the Jambor faction brought suit in the 141st District Court of Tarrant County in 2009 that has seen two appeals to the Texas Supreme Court and the United States Supreme Court.

28. In the 13 years of that litigation, until the bankruptcy proceedings and after the Jambor faction sought unsuccessfully in mandamus proceedings in the state appellate courts to retain the personal property it had been using during the state court litigation, the Jambor faction never contended that all of this property other than that purchased prior to the formation of Debtor All Saints belonged to Debtor All Saints.

29. Even after the Jambor faction in obedience to the state court judgment prior to filing the bankruptcy proceedings surrendered to All Saints EDFW millions of dollars of real and personal property, including financial account records with a financial statement and balance sheet that had been audited by an independent auditor identifying only one entity – All Saints’ Episcopal Church. The Court well knows that an audit of more than one entity must disclose that it is a consolidated statement identifying the multiple entities.

30. Could the Jambor faction have taken the position in the state court litigation it has now taken in the bankruptcy proceedings that except for the two pieces of real estate owned prior to the formation of Debtor All Saints all other property since belonged to Debtor All Saints who was not a party? Yes.

31. Could the Jambor faction have taken the position before the state district court in response to the motion to enforce the judgment that it has now taken in the bankruptcy proceedings? Yes

32. Could the Jambor faction have taken this position in the unsuccessful petitions for mandamus filed in the Texas appellate courts? Yes.

33. Did the Jambor faction ever do any of these things? No.

34. Could one reasonably concluded that the bankruptcy proceedings filed by the Jambor faction are one last ditch effort to avoid the state court judgments? Yes.

Prayer

WHEREFORE, Appellants All Saints' Episcopal Church and The Corporation of the Episcopal Diocese of Fort Worth pray that the motion to reopen the case be granted; that the order of the Court denying Appellants' motion for leave to file an interlocutory appeal of the Bankruptcy Court's order denying their motion to dismiss the bankruptcy proceedings be set aside; that the Court sign an order dismissing all bankruptcy proceedings, including those proceedings in the adversary proceeding number 21-04082-ELM.

Respectfully submitted,

Mark J. Petrocchi
State Bar No. 15851750
GRIFFITH, JAY & MICHEL, LLP
2200 Forest Park Blvd.
Fort Worth, TX 76110
Phone (817) 926-2500
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/s/ J. Shelby Sharpe
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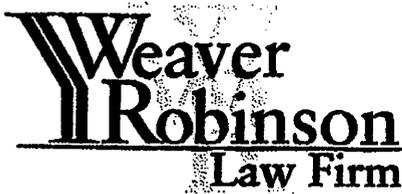
**ATTORNEYS FOR ALL SAINTS
EPISCOPAL CHURCH, AN
UNINCORPORATED
ASSOCIATION IN UNION WITH
THE EPISCOPAL DIOCESE OF
FORT WORTH AND THE
CORPORATION OF THE
EPISCOPAL DIOCESE OF FORT
WORTH**

CERTIFICATE OF SERVICE

The undersigned certifies that he caused a true and correct copy of the foregoing document to be served electronically upon those persons registered on the ECF Filing system of the court on this the 25th day of April 2022.

/s/ J. Shelby Sharpe
J. Shelby Sharpe

EXHIBIT K



R. David Weaver
rdweaver@arlingtonlawfirm.com

October 20, 2021

The Honorable John Chupp
Judge, 141st District Court
100 N. Calhoun Street
Fort Worth, TX 76196

via Texas E-File

RE: Cause No. 141-252083-11; The Episcopal Church, et al v. Franklin Salazar, et al

Dear Judge Chupp:

I am sure that you were taken aback as the rest of us upon learning that a Chapter 11 Bankruptcy case had been filed on behalf of All Saints' Episcopal Church, as Debtor. However, upon having had an opportunity to examine the bankruptcy petition, I regret to report that the Court and the parties in attendance at this morning's hearing were misled concerning the application of the Automatic Stay in Bankruptcy to the referenced lawsuit.

The voluntary petition in bankruptcy that was filed on behalf of All Saints' Episcopal Church was filed on behalf of the All Saints' Episcopal Church *corporation*, not the intervening Plaintiff congregation that is before your Court and that was the subject of the Motions that were to be heard this morning. The confusing feature in this situation is the fact that both the unincorporated congregation and the corporation use the same name, and it wasn't until we had a chance to look closer at the bankruptcy petition that we discovered the error in applying the stay to this proceeding.

The issue of the identity of those who have a right to control the All Saints' corporation currently is pending in litigation before the 17th District Court, and the corporation is, indeed, a party to that suit, and the Automatic Stay would apply to those proceedings. However, the corporate entity is not now, nor has it ever been, a party to the referenced lawsuit that was heard by your Court.

In fact, you may recall that, in open proceedings, Mr. Hill, as counsel for the unincorporated intervening congregation calling itself All Saints' Episcopal Church, expressly represented to the Court that the corporate entity was not a party, and that certain parcels of real estate that he represented were titled in the corporation's name should not be included in any Judgment rendered in the referenced case. The Court, relying upon those representations, explicitly excluded from its Judgment four parcels of real property that Mr. Hill stated were owned by the corporation.

Ph. 817.460.5900 Fax 817.460.5908 | 1112 E. Copeland Rd. #130 Arlington, TX 76011
arlingtonlawfirm.com

The Honorable John Chupp
October 20, 2021
Page 2

For the Court's convenience, a copy of the voluntary petition in bankruptcy is attached to this correspondence.

Based on the foregoing indisputable facts, it is clear that the Automatic Stay in Bankruptcy does not apply to the referenced lawsuit. Accordingly, the Movants in the three Motions that were to be heard this morning respectfully request that the hearings be re-set at the Court's earliest availability. It is anticipated that these hearings could require as much as two (2) hours of the Court's time.

Thank you for your attention to this important matter.

Very truly yours,

/s/ R. David Weaver
R. David Weaver

Encl.

cc via Texas E-File: J. Shelby Sharpe, Esq.
Frank Hill, Esq.
Sandra Liser, Esq.
Mr. Jeff E. Fisher

Ph. 817.460.5900 Fax 817.460.5908 | 1112 E. Copeland Rd. #130 Arlington, TX 76011
arlingtonlawfirm.com

Fill in this information to identify your case:

United States Bankruptcy Court for the:
NORTHERN DISTRICT OF TEXAS

Case number (if known) _____ Chapter **11**

Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

02/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name All Saints Episcopal Church

2. All other names debtor used in the last 8 years
Include any assumed names, trade names and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 75-0945880

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>4936 Dexter Avenue</u> <u>Fort Worth, TX 76107</u> <small>Number, Street, City, State & ZIP Code</small> <u>Tarrant</u> <small>County</small>	<u>P.O. Box 100609</u> <u>Fort Worth, TX 76185</u> <small>P.O. Box, Number, Street, City, State & ZIP Code</small> <small>Location of principal assets, if different from principal place of business</small> <u>Number, Street, City, State & ZIP Code</u>

5. Debtor's website (URL) www.asecfw.org

6. Type of debtor
 Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership (excluding LLP)
 Other. Specify: _____

Debtor All Saints Episcopal Church Case number (if known) _____
Name

7. Describe debtor's business
- A. Check one:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above
- B. Check all that apply
- Tax-exempt entity (as described in 26 U.S.C. §501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
 - Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))
- C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.
 See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check one:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,825 (amount subject to adjustment on 4/01/22 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10C) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?
- No.
 Yes.
- If more than 2 cases, attach a separate list.
- | | | |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?
- No.
 Yes.
- List all cases. If more than 1, attach a separate list
- | | |
|----------------|--|
| Debtor _____ | Relationship _____ |
| District _____ | When _____ Case number, if known _____ |

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Debtor All Saints Episcopal Church Case number (if known) _____
 Name

11. Why is the case filed in this district? *Check all that apply:*
- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 - A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?
- No
 - Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
- Why does the property need immediate attention? (Check all that apply.)*
- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 - It needs to be physically secured or protected from the weather.
 - It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 - Other _____
- Where is the property? _____
 Number, Street, City, State & ZIP Code _____
- Is the property insured?
- No
 - Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds. *Check one:*
- Funds will be available for distribution to unsecured creditors.
 - After any administrative expenses are paid, no funds will be available to unsecured creditors.
-
14. Estimated number of creditors
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |
-
15. Estimated Assets
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input checked="" type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |
-
16. Estimated liabilities
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input checked="" type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

Case 21-42461-11 Doc 1 Filed 10/20/21 Entered 10/20/21 10:23:06 Page 4 of 4

Debtor All Saints Episcopal Church Case number (if known) _____
Name

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 20, 2021
MM / DD / YYYY

/s/ Christopher N. Jambor
Signature of authorized representative of debtor
Title Rector, Chairman, and President

Christopher N. Jambor
Printed name

18. Signature of attorney

/s/ Patrick J. Neligan, Jr.
Signature of attorney for debtor

Date October 20, 2021
MM / DD / YYYY

Patrick J. Neligan, Jr. 14866000
Printed name

Neligan LLP
Firm name

325 N. St. Paul
Suite 3600
Dallas, TX 75201
Number, Street, City, State & ZIP Code

Contact phone 214-840-5300 Email address pneligan@neliganlaw.com

14866000 TX
Bar number and State

Case 21-42461-11 Doc 1-1 Filed 10/20/21 Entered 10/20/21 10:23:06 Page 1 of 3

**RESOLUTION OF BOARD OF DIRECTORS OF
ALL SAINTS' EPISCOPAL CHURCH, a Texas nonprofit corporation**

The undersigned, being a quorum of the Board of Directors a/k/a the Vestry (the "Board") of All Saints' Episcopal Church, a Texas nonprofit corporation (the "Company"), appearing at a specially called meeting of the Board having been duly noticed in accordance with the bylaws of the Company, hereby adopt the following resolutions:

IT IS FURTHER RESOLVED that, in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors, and other interested parties that the Company commence a bankruptcy reorganization proceeding (the "Bankruptcy Case") by filing a voluntary petition for relief (the "Petition") under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court");

IT IS FURTHER RESOLVED that Rev. Christopher Jambor, as the President of the Company (the "Designated Officer"), is hereby authorized, directed and empowered, on behalf of and in the name of the Company: (i) to execute and verify the Petition and all other ancillary documents and to cause the Petition to be filed with the Bankruptcy Court; (ii) to approve, execute, verify, and file or cause to be filed all petitions, schedules, lists, motions, applications, and other papers or documents necessary or desirable in connection with the foregoing; and (iii) to execute and verify any and all documents necessary or appropriate in connection with the commencement and continuation of the Bankruptcy Case.

IT IS FURTHER RESOLVED that the Designated Officer is hereby authorized, directed and empowered, in the name and on behalf of the Company, to take such actions and execute and deliver such certificates, instruments, notices and documents as may be required or which the Designated Officer may deem necessary, advisable or proper to carry out and perform the obligations of the Company under the Bankruptcy Code; all such actions to be performed in such manner, and all such certificates, instruments, notices and documents to be executed and delivered in such form, as the Designated Officer, with the advice of counsel, approves, the performance or execution thereof by such officer to be conclusive evidence of the approval thereof by such officer and by the Company;

IT IS FURTHER RESOLVED that the Designated Officer is hereby authorized, empowered, and directed to represent the Company, as debtor and debtor in possession, in and before the Bankruptcy Court and to hire such professionals as deemed necessary and appropriate by the Designated Officer to carry out and effectuate the Company's restructuring and successful emergence from bankruptcy;

IT IS FURTHER RESOLVED that the Company is authorized and directed to retain and employ Neligan LLP on the terms contained in the engagement agreement, dated October 19, 2021, between the Company and Neligan LLP (the "Engagement Agreement"), to serve as counsel to the Company in the Bankruptcy Case and to advise the Company with respect to all aspects of the Bankruptcy Case, including but not limited to prebankruptcy planning and preparation,

negotiation with the Company's creditors and other parties in interest, preparation and filing of the Petition, and formulation, solicitation, and confirmation of a plan of reorganization;

IT IS FURTHER RESOLVED that the Designated Officer is authorized and directed to execute the Engagement Agreement between the Company and Neligan LLP and the Company is authorized to pay Neligan LLP a retainer in the amount of \$100,000.00 in accordance with the Engagement Agreement;

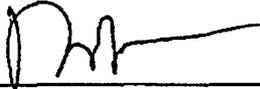
IT IS FURTHER RESOLVED that, in addition to the specific authorizations heretofore conferred upon the Designated Officer, such officer is hereby authorized, directed and empowered, in the name and on behalf of the Company, to do or cause to be done all such further acts and to execute and deliver all such other instruments, certificates, agreements and documents as that Designated Officer may, with the advice of counsel, consider necessary or appropriate to enable the Company to carry out the intent and to accomplish the purpose of the foregoing resolutions;

IT IS FURTHER RESOLVED that the Company shall be, and hereby is, authorized, directed, and empowered to file the Petition and to perform any and all such acts as are reasonable, advisable, expedient, convenient, proper, or necessary to effect any of the foregoing;

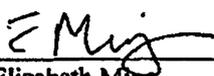
IT IS FURTHER RESOLVED that that all actions heretofore taken by the Board, the members of the Board, the Company, or the Designated Officer in connection with the foregoing resolutions be, and hereby are, confirmed, ratified, approved and adopted in all respects.

[Signature Page to Follow]

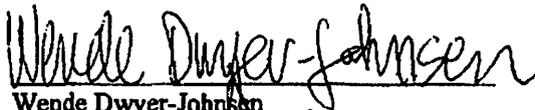
IN WITNESS WHEREOF, the undersigned adopt the foregoing resolutions effective as of October 19, 2021.



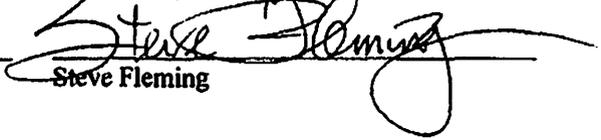
William Brammer



Elizabeth Ming

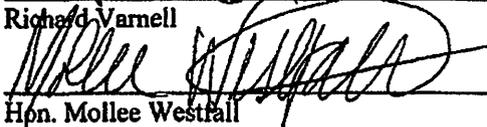


Wende Dwyer-Johnsen

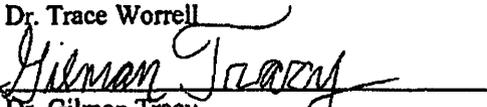


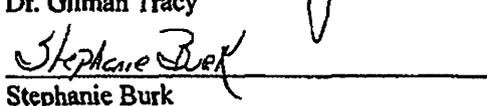
Steve Fleming

Whit Smith


Richard Varnell


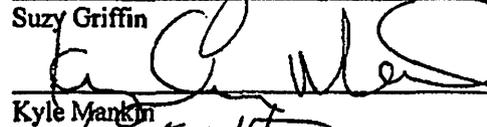
Hon. Mollee Westfall

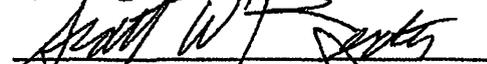

Dr. Trace Worrell


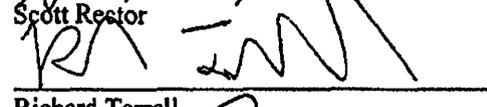
Dr. Gilman Tracy


Stephanie Burk


Linda Christie


Suzy Griffin


Kyle Mankin


Scott Resior


Richard Terrell


Rev. Christopher Jambor


EXHIBIT L

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 CHURCH AND THE CORPORATION OF
 THE EPISCOPAL DIOCESE OF
 FORT WORTH

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**

IN RE:	§	CHAPTER 11
	§	
ALL SAINTS EPISCOPAL CHURCH¹	§	CASE NO. 21-42461-11-ELM
	§	
DEBTOR	§	

ALL SAINTS EPISCOPAL CHURCH,	§	
a Texas Non-Profit Corporation,	§	
	§	
Plaintiff,	§	
	§	
v.	§	ADV. PRO. NO. 21-04082-ELM
	§	
ALL SAINTS EPISCOPAL CHURCH,	§	
an Unincorporated Association in Union	§	

**with the Episcopal Diocese of Fort
Worth, and THE CORPORATION
OF THE EPISCOPAL DIOCESE OF
FORT WORTH,**

Defendants.

§
§
§
§
§
§

**DEFENDANTS' RESPONSES TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES TO NON-DEBTOR ALL SAINTS**

To: Plaintiff All Saints Episcopal Church, by and through counsel of record, Patrick J. Neligan, Jr., NELIGAN LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201.

Defendant All Saints' Episcopal Church, ("Non-Debtor All Saints"), serves the following responses to Plaintiff's First Set of Interrogatories to Non-Debtor All Saints.

Dated: May 25, 2022

Respectfully submitted,

Respectfully submitted,

By: /s/ J. Shelby Sharpe
J. Shelby Sharpe
State Bar No. 18123000
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Telephone: (817) 338-4900
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EPISCOPAL CHURCH AND THE
CORPORATION OF THE EPISCOPAL
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mpetrocchi@lawgjm.com
ATTORNEYS FOR ALL SAINTS' EPISCOPAL

CHURCH AND THE CORPORATION OF
THE EPISCOPAL DIOCESE OF
FORT WORTH

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 26th day of May, 2022 he caused a true and correct copy of the foregoing discovery to be served by U.S. Mail postage prepaid on Plaintiff's counsel of record at the following address:

John Gaither jgaither@neliganlaw.com
Doug Buncher dbuncher@neliganlaw.com
Neligan LLP
325 N. St. Paul, Suite 3600
Dallas, TX 75201

/s/ R. David Weaver
R. David Weaver

INSTRUCTIONS

1. Answer each request, to the extent it is not objected to, separately and fully in writing under oath.
2. If you identify documents in response to any request, identify such document by listing the documents and by describing them as defined below. If such documents are numbered for production, in each response provide both the information that identifies the document and the document's number.
3. Each request shall be deemed continuing so as to require prompt supplemental responses, in accordance with Federal Rule of Civil Procedure 26(e), if you obtain or discover further information called for herein between the time of responding to this request and the time of trial.
4. With respect to information covered by these requests which you presently contend that you are not required to disclose because of any privilege or work-product doctrine,
 - a. identify the date of, parties to, and general subject matter of such document, communication or information;
 - b. state the nature of the privilege asserted (e.g., attorney-client, self-incrimination, work-product, etc.);
 - c. identify all facts, statutes, or rules which you contend support the assertion of such privilege;
 - d. identify each person who was present when it was prepared, communicated or revealed in any manner, or who has seen such document or information or heard such communication; and
 - e. identify any document which refers to or discusses the contents of such document, communication or information.

DEFINITIONS

1. The terms "all", "any", "each" and "every" shall each be construed as both "each" and "every" to bring within the scope of the request all responses which might otherwise be construed to be outside its scope.
2. The term "communication" or "communications" includes, without limitation of its generality, statements, discussions, conversations, speeches, meeting, remarks, questions, answers, panel discussions and symposia or any other transmittal of information in the form of acts, ideas, inquiries, or otherwise, whether written, oral or otherwise. The term further includes, without limitation, both communications and statements which are face-to-face and those which are transmitted by media such as intercom, telephone, television, facsimile, letter, paper, email, radio, or computer.

3. “Debtor” shall mean All Saints Episcopal Church, a Texas non-profit corporation, the debtor-in-possession in the above-captioned Chapter 11 proceeding.

4. “Defendants” shall collectively refer to Non-Debtor All Saints and EDFW.

5. “Document” or “documents” is used in its broadest sense and means all written, typed, or printed matters, and all magnetic, electronic (including “e-mail”), pictorial, or other records, documentation or graphic matter of any kind or description, both original and copies, and all attachments and appendices, in your actual possession, custody, or control, including those in the possession, custody, or control of any and all present or former directors, officers, employees, consultants, accountants, attorneys, or other agents, whether or not prepared by you, that constitute or contain matters relevant to the subject matter of the action. Without limiting the foregoing, the terms “document” and “documents” shall include all agreements, contracts, communications, correspondence, letters, opinion letters, telegrams, telexes, telefaxes, messages, memoranda, records, reports, books, summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work assignments, forecasts, progress reports, statistical data, statistical statements, financial statements, work sheets, work papers, drafts, graphs, charts, tables, accounts, analytical records, consultants’ and experts’ reports, appraisals, bulletins, notes, notices, marginal notations, notebooks, telephone records, bills, statements, records of obligation and expenditures, invoices, lists, journals, printouts, compilations, tabulations, analyses, studies, surveys, expense reports, microfilm, microfiche, tape or disc recordings, sound recordings, video recordings, film, tape, photographs, programs, and data compilations from which information can be obtained (including matter used in data processing), and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer-stored, or electronically-stored matter, however and by whomever produced, prepared, reproduced, disseminated, or made.

6. The words “document” and “documents” also include all copies of documents by whatever means made, except where a document is produced, identical copies of it that do not contain any markings, additions, or deletions that are different from the original do not have to be separately produced.

7. “EDFW” means Defendant the Corporation of the Episcopal Diocese of Fort Worth.

8. “Non-Debtor All Saints” means All Saints’ Episcopal Church, an unincorporated association in union with the Episcopal Diocese of Fort Worth, a defendant in this proceeding.

9. “Plaintiff” or “Defendant,” as well as a party’s full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party’s agents, representatives, or any other person acting in concert with the party or under the party’s control, whether directly or indirectly, including any attorney.

10. “Possession, custody, or control” of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item. A document is deemed to be in a person’s “possession,

custody, or control” if that person has the right to secure the document or a copy from another person or public or private entity having actual physical possession.

11. “Person” means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity, and all predecessors or successors in interest.

12. The terms “referring” or “relating” to any given subject, when used to specify a document, communication, or statement, mean any document, communication, or statement that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner pertinent to that subject.

13. “You” or “Your” or “Non-Debtor All Saints” means Defendant All Saints’ Episcopal Church, together with said entity’s agents, representatives, and all other persons acting on behalf of it or under its control, including any attorney.

14. The connectives “and” and “or” shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive, i.e., to bring within the scope of the request all responses that otherwise might be construed to be outside the scope of the request.

INTERROGATORIES

INTERROGATORY NO. 1: Please describe in detail how you calculated the amount of the claim set forth in Proof of Claim No. 7 filed by Defendants against the Debtor, describe all of the individual components that make up such calculation, and identify all documents and other information relied upon in making such calculation.

RESPONSE: Defendants asserts the attorney/client privilege, the attorney work product privilege and the joint defense privilege in connection with this response. Defendants object to the request as compound and further objects to the suggestion that all documents used in the calculation be identified.

Without waiving the foregoing objections, Defendants reference the Plaintiff to the discovery recently served upon it. All such documents are directly or indirectly related to damages or the calculation of damages.

The calculation of proof of claim No. 7 for the Defendants was significantly affected by inadequate responses to discovery in the state court matter and incomplete information provided without explanation in connection with this matter. Discovery is ongoing and it is anticipated that Defendants will provide additional information as it becomes available through discovery. The state courts have already decided that as of April 14, 2009, a division occurred in the parish known as All Saints Episcopal Church in Fort Worth, Texas. To the extent information has been made available, financial institution account statement for the end of month cycle for April 2009 have been adjusted. Withdrawals made after April 14, 2009, have been added back to the amounts owed to the claimants. This calculation establishes a threshold checking and investment accounts corpus as of the date of the lawsuit. For the purpose of calculations, the checking account balances as of April 14, 2009, are used for the claim. For invested funds, the claimants are unable to calculate the exact amount owed as of this time because the claimants do not have access to investment yield by month from April 14, 2009, until the current date. The final amount owed to the claimants will be calculated on the initial corpus amount of checking and investment accounts plus what should have been earned on the original corpus of the investment accounts. Distributions of deposit post April 14, 2009 are not included in the calculation.

Non-Debtor All Saints and EDFW are acting in concert in connection with the ownership of property. The legal title to property is in EDFW for the benefit of Defendant All Saints Episcopal Church.

The documents that were used to estimate the initial claim include financial institution account statements, a spreadsheet prepared by Debtor All Saints financial representative, the general ledger statements, finance committee reports, balance sheets, auditor work papers, etc. found in the church when Defendants took possession of the premises in April of 2021. Additional documents of the same type have been provided by Debtor All Saints.

The calculation of the claim is further complicated because accounts of invested funds have been

moved through or to new financial institutions during the relevant period. Incomplete information has been provided for the tracing of these accounts. The final claim will be adjusted and restated as information becomes available. That information will be impacted by yields on investments, the movement of funds to other funds, the movement of funds to and from checking and investment accounts and the like.

An additional claim is asserted for the real property assets described as 4936 Dexter Avenue, 4939 Dexter Avenue, 5001 Dexter Avenue, and 5005 Dexter Avenue. While the claim is intended to be for the real property, including real property in the name of EDFW, the fluctuating value of the real estate must be taken into account.

A claim exists for the deferred maintenance to property already surrendered and the property not yet surrendered as well as damages to the rectory and sanctuary, parish hall and Christian education building. Defendants are still in the process of evaluating the amount of damage.

Defendants also have a claim for unknown value for the control of All Saints Episcopal School. It is the position of Defendants that the vestry of Defendant All Saints Episcopal Church is entitled to control All Saints Episcopal School.

INTERROGATORY NO. 2: Please identify all of the individuals who were involved with calculating the amount of Proof of Claim No. 7 and describe their role in that process.

RESPONSE: Defendants object to the portion of the interrogatory requesting the involvement of attorneys to the extent that might otherwise invade the attorney/client privilege or the attorney work product privilege.

The individuals that assisted directly or indirectly in the calculation of the claim include Bishop Ryan Reed, Chad Bates, Jack L. Iker, Shelby Sharpe, David Weaver and Mark Petrocchi. Other individuals may have performed administrative functions such as gathering or reviewing documents to provide information to these individuals.

Chad Bates performed the forensic accounting and calculations in an attempt to identify balances on all financial institution accounts as of April 14, 2009. The process of determining the correct investment yield information from April 2009 to the present has included estimation and interpolation based on an informed knowledge of some of the investment accounts and similar accruals during the period since April 14, 2009. See also the response to item No. 1 in connection with the calculation of the claim.

INTERROGATORY NO. 3: Please state the basis for the alleged secured status of the claim set forth in Proof of Claim No. 7 filed by Defendants against the Debtor, identify all documents supporting the alleged secured status of such claim, identify all documents evidencing the perfection of such secured interest, and describe in detail how you calculated the amount of the secured portion of such claim.

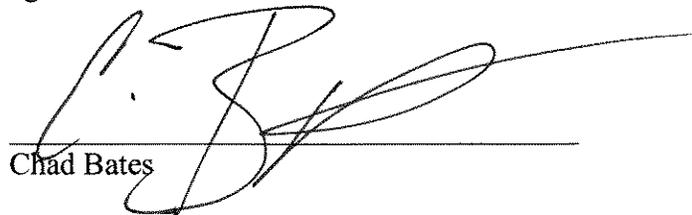
RESPONSE: Defendants object to this question based on the compound nature and to the extent it calls for a legal conclusion. Without waiving the foregoing objection, Defendants contend that the claims are secured by the Final Judgment rendered in the 141st District Court in cause number 141-252083-11 and the Notice of Lis Pendens recorded in connection with cause number

17-329379-21 pending in the 17th District Court of Tarrant County, Texas. Defendants refer Plaintiff to the response to Interrogatory No. 1 regarding the methodology utilized in the calculation of claims.

VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally CHAD BATES, and after being by me first duly sworn, upon his oath stated to me that he is a member of the Board of Trustees for the Corporation of the Episcopal Diocese of Fort Worth and is fully authorized to make this Affidavit and that the foregoing answers to Interrogatories are within his personal knowledge and are true and correct.


Chad Bates

SUBSCRIBED AND SWORN TO BEFORE ME on the 26th day of May, 2020, to certify which witness my hand and seal of office.




Notary Public in and for The State of Texas

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 State Bar No. 18123000
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 Fort Worth, TX 76107
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 DIOCESE OF FORT WORTH

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 ATTORNEYS FOR ALL SAINTS' EPISCOPAL
 CHURCH AND THE CORPORATION OF
 THE EPISCOPAL DIOCESE OF
 FORT WORTH

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION

IN RE:	§	CHAPTER 11
	§	
ALL SAINTS EPISCOPAL CHURCH	§	CASE NO. 21-42461-11-ELM
	§	
DEBTOR	§	

ALL SAINTS EPISCOPAL CHURCH, §
 a Texas Non-Profit Corporation, §
 §
 Plaintiff, §
 v. §
 §
 ALL SAINTS EPISCOPAL CHURCH, §
 an Unincorporated Association in Union §
 with the Episcopal Diocese of Fort §
 Worth, and THE CORPORATION §

ADV. PRO. NO. 21-04082-ELM

OF THE EPISCOPAL DIOCESE OF §
FORT WORTH, §
§
Defendants. §

DEFENDANTS' RESPONSES TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES TO EDFW

To: Plaintiff All Saints Episcopal Church, by and through counsel of record, Patrick J. Neligan, Jr., NELIGAN LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201.

Defendant, The Corporation of the Episcopal Diocese of Fort Worth ("Defendant"), serves the following responses to the interrogatories served Defendant the Corporation of the Episcopal Diocese of Fort Worth ("EDFW"), as authorized by Federal Rule of Civil Procedure 33.

Dated: May 25, 2022

Respectfully submitted,

By: /s/ J. Shelby Sharpe
J. Shelby Sharpe
State Bar No. 18123000
SHARPE & RECTOR
6100 Western Place, Suite 912
Fort Worth, TX 76107
Telephone: (817) 338-4900
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CORPORATION OF THE EPISCOPAL
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mpetrocchi@lawgjm.com
ATTORNEYS FOR ALL SAINTS' EPISCOPAL
CHURCH AND THE CORPORATION OF
THE EPISCOPAL DIOCESE OF
FORT WORTH

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 26th day of May, 2022 he caused a true and correct copy of the foregoing discovery to be served by U.S. Mail postage prepaid on Plaintiff's counsel of record at the following address:

John Gaither jgaither@neliganlaw.com
Doug Buncher dbuncher@neliganlaw.com
Neligan LLP
325 N. St. Paul, Suite 3600
Dallas, TX 75201

/s/ R. David Weaver
R. David Weaver

INSTRUCTIONS

1. Answer each request, to the extent it is not objected to, separately and fully in writing under oath.
2. If you identify documents in response to any request, identify such document by listing the documents and by describing them as defined below. If such documents are numbered for production, in each response provide both the information that identifies the document and the document's number.
3. Each request shall be deemed continuing so as to require prompt supplemental responses, in accordance with Federal Rule of Civil Procedure 26(e), if you obtain or discover further information called for herein between the time of responding to this request and the time of trial.
4. With respect to information covered by these requests which you presently contend that you are not required to disclose because of any privilege or work-product doctrine,
 - a. identify the date of, parties to, and general subject matter of such document, communication or information;
 - b. state the nature of the privilege asserted (e.g., attorney-client, self-incrimination, work-product, etc.);
 - c. identify all facts, statutes, or rules which you contend support the assertion of such privilege;
 - d. identify each person who was present when it was prepared, communicated or revealed in any manner, or who has seen such document or information or heard such communication; and
 - e. identify any document which refers to or discusses the contents of such document, communication or information.

DEFINITIONS

1. The terms "all", "any", "each" and "every" shall each be construed as both "each" and "every" to bring within the scope of the request all responses which might otherwise be construed to be outside its scope.
2. The term "communication" or "communications" includes, without limitation of its generality, statements, discussions, conversations, speeches, meeting, remarks, questions, answers, panel discussions and symposia or any other transmittal of information in the form of acts, ideas, inquiries, or otherwise, whether written, oral or otherwise. The term further includes, without limitation, both communications and statements which are face-to-face and those which are transmitted by media such as intercom, telephone, television, facsimile, letter, paper, email, radio, or computer.

3. “Debtor” shall mean All Saints Episcopal Church, a Texas non-profit corporation, the debtor-in-possession in the above-captioned Chapter 11 proceeding.

4. “Defendants” shall collectively refer to Non-Debtor All Saints and EDFW.

5. “Document” or “documents” is used in its broadest sense and means all written, typed, or printed matters, and all magnetic, electronic (including “e-mail”), pictorial, or other records, documentation or graphic matter of any kind or description, both original and copies, and all attachments and appendices, in your actual possession, custody, or control, including those in the possession, custody, or control of any and all present or former directors, officers, employees, consultants, accountants, attorneys, or other agents, whether or not prepared by you, that constitute or contain matters relevant to the subject matter of the action. Without limiting the foregoing, the terms “document” and “documents” shall include all agreements, contracts, communications, correspondence, letters, opinion letters, telegrams, telexes, telefaxes, messages, memoranda, records, reports, books, summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work assignments, forecasts, progress reports, statistical data, statistical statements, financial statements, work sheets, work papers, drafts, graphs, charts, tables, accounts, analytical records, consultants’ and experts’ reports, appraisals, bulletins, notes, notices, marginal notations, notebooks, telephone records, bills, statements, records of obligation and expenditures, invoices, lists, journals, printouts, compilations, tabulations, analyses, studies, surveys, expense reports, microfilm, microfiche, tape or disc recordings, sound recordings, video recordings, film, tape, photographs, programs, and data compilations from which information can be obtained (including matter used in data processing), and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer-stored, or electronically-stored matter, however and by whomever produced, prepared, reproduced, disseminated, or made.

6. The words “document” and “documents” also include all copies of documents by whatever means made, except where a document is produced, identical copies of it that do not contain any markings, additions, or deletions that are different from the original do not have to be separately produced.

7. “EDFW” means Defendant the Corporation of the Episcopal Diocese of Fort Worth.

8. “Non-Debtor All Saints” means All Saints’ Episcopal Church, an unincorporated association in union with the Episcopal Diocese of Fort Worth, a defendant in this proceeding.

9. “Plaintiff” or “Defendant,” as well as a party’s full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party’s agents, representatives, or any other person acting in concert with the party or under the party’s control, whether directly or indirectly, including any attorney.

10. “Possession, custody, or control” of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item. A document is deemed to be in a person’s “possession,

custody, or control” if that person has the right to secure the document or a copy from another person or public or private entity having actual physical possession.

11. “Person” means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity, and all predecessors or successors in interest.

12. The terms “referring” or “relating” to any given subject, when used to specify a document, communication, or statement, mean any document, communication, or statement that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner pertinent to that subject.

13. “You” or “Your” or “EDFW” means Defendant the Corporation of the Episcopal Diocese of Fort Worth, together with said entity’s agents, representatives, and all other persons acting on behalf of it or under its control, including any attorney.

14. The connectives “and” and “or” shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive, i.e., to bring within the scope of the request all responses that otherwise might be construed to be outside the scope of the request.

INTERROGATORIES

INTERROGATORY NO. 1: Please describe in detail how you calculated the amount of the claim set forth in Proof of Claim No. 7 filed by Defendants against the Debtor, describe all of the individual components that make up such calculation, and identify all documents and other information relied upon in making such calculation.

RESPONSE: Defendants assert the attorney/client privilege, the attorney work product privilege and the joint defense privilege in connection with this response. Defendants object to the request as compound and further objects to the suggestion that all documents used in the calculation be identified.

Without waiving the foregoing objections, Defendants reference the Plaintiff to the discovery recently served upon it. All such documents are directly or indirectly related to damages or the calculation of damages.

The calculation of proof of claim No. 7 by the Defendants was significantly affected by inadequate responses to discovery in the state court matter and incomplete information provided without explanation in connection with this matter. Discovery is ongoing and it is anticipated that Defendants will provide additional information as it becomes available through discovery. The state courts have decided that as of April 14, 2009, a division occurred in the parish known as All Saints Episcopal Church in Fort Worth, Texas. To the extent information has been made available, financial institution account statement for the end of month cycle for April 2009 have been adjusted. Withdrawals made after April 14, 2009, have been added back to the amounts owed to the claimants. This calculation establishes threshold checking account balances and investment accounts corpus balances as of the date of the lawsuit. For the purpose of calculations, the checking

account balances as of April 14, 2009, are used for the claim. For invested funds, the claimants are unable to calculate the exact amount owed as of this time because the claimants do not have access to investment yield from April 14, 2009, until the current date. The final amount owed to the claimants will be calculated on the initial corpus amount of checking and investment accounts plus what should have been earned on the original corpus of the investment accounts. Distributions or deposits post April 14, 2009 are not included in the calculation.

Defendants are acting in concert in connection with the ownership of property. The legal title to property is in EDFW for the benefit of Defendant All Saints Episcopal Church.

The documents that were used to estimate the initial claim include financial institution account statements, a spreadsheet prepared by Debtor All Saints financial representative, the general ledger statements, finance committee reports, balance sheets, auditor work papers, found in the church when Defendants took possession of the premises in April of 2021 etc. Additional documents of the same type have been provided by Debtor All Saints.

The calculation of the claim is further complicated because accounts of invested funds have been moved through or to new financial institutions during the relevant period. Incomplete information has been provided for the tracing of these accounts. The final claim will be adjusted and restated as information becomes available. That information will be impacted by yields on investments, the movement of funds to other funds, the movement of funds to and from checking and investment accounts and the like.

An additional claim is asserted for the real property assets described as 4936 Dexter Avenue, 4939 Dexter Avenue, 5001 Dexter Avenue, and 5005 Dexter Avenue. The claim is intended to be for the real property, including the 5001 Dexter Avenue real property in the name of EDFW. The fluctuating value of the real estate must be taken into account.

A claim exists for the deferred maintenance to property already surrendered and the property not yet surrendered, as well as damages to the rectory and sanctuary, parish hall and Christian education building. Defendants are still in the process of evaluating the amount of damage.

Defendants also have a claim for unknown value for the control of All Saints Episcopal School. It is the position of Defendants that the vestry of Defendant All Saints Episcopal Church is entitled to control All Saints Episcopal School.

INTERROGATORY NO. 2: Please identify all of the individuals who were involved with calculating the amount of Proof of Claim No. 7 and describe their role in that process.

RESPONSE: Defendants object to the portion of the interrogatory requesting the involvement of attorneys to the extent that might otherwise invade the attorney/client privilege or the attorney work product privilege.

The individuals that assisted directly or indirectly in the calculation of the claim include Bishop Ryan Reed, Chad Bates, Jack L. Iker, Shelby Sharpe, David Weaver and Mark Petrocchi. Other

individuals may have performed administrative functions such as gathering or reviewing documents to provide information to these individuals.

Chad Bates performed the forensic reconciliations and calculations in an attempt to identify balances on all financial institution accounts as of April 14, 2009. The process of determining the correct investment yield information from April 2009 to the present has included estimation and interpolation based on an informed knowledge of some of the investment accounts and similar accruals during the period since April 14, 2009. As information is produced, it is anticipated the estimations and interpolations will be filled with actual information. See also the response to item No. 1 in connection with the calculation of the claim.

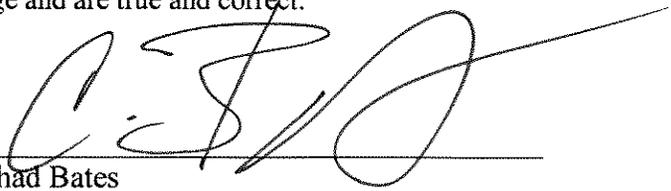
INTERROGATORY NO. 3: Please state the basis for the alleged secured status of the claim set forth in Proof of Claim No. 7 filed by Defendants against the Debtor, identify all documents supporting the alleged secured status of such claim, identify all documents evidencing the perfection of such secured interest, and describe in detail how you calculated the amount of the secured portion of such claim.

RESPONSE: EDFW objects to this question based on the compound nature and to the extent it calls for a legal conclusion. Without waiving the foregoing objection, Defendants contend that the claims are secured by the Final Judgment rendered in the 141st District Court in cause number 141-252083-11 and the Notice of Lis Pendens recorded in connection with cause number 17-329379-21 pending in the 17th District Court of Tarrant County, Texas. Defendants refer Plaintiff to the response to Interrogatory No. 1 regarding the methodology utilized in the calculation of claims.

VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally CHAD BATES, and after being by me first duly sworn, upon his oath stated to me that he is a member of the Board of Trustees for the Corporation of the Episcopal Diocese of Fort Worth and is fully authorized to make this Affidavit and that the foregoing answers to Interrogatories are within his personal knowledge and are true and correct.



Chad Bates

SUBSCRIBED AND SWORN TO BEFORE ME on the 26th day of May, 2020, to certify which witness my hand and seal of office.





Notary Public in and for The State of Texas

EXHIBIT M

1 IN THE UNITED STATES BANKRUPTCY COURT

2 FOR THE NORTHERN DISTRICT OF TEXAS

3 FORT WORTH DIVISION

4

5 IN RE:

β
β CHAPTER 11

6 ALL SAINTS EPISCOPAL
7 CHURCH

β
β CASE NO. 21-42461-11-ELM

7

DEBTOR β

8

9

10

11

12

ORAL DEPOSITION OF

13

FATHER DARRYL PIGEON

14

INDIVIDUALLY AND AS DESIGNATED REPRESENTATIVE

15

OF ALL SAINTS EPISCOPAL CHURCH, AN UNINCORPORATED

16

NON-PROFIT RELIGIOUS ASSOCIATION IN UNION

17

WITH THE EPISCOPAL DIOCESE OF FORT WORTH

18

("NON-DEBTOR ALL SAINTS")

19

Fort Worth, Texas

20

Monday, November 22, 2021

21

22

23

24 REPORTED BY: JANICE McMORAN, CSR, RDR, CRR, TCRR

25 JOB NO.: 203050

Page 2

1
2
3
4 November 22, 2021
5 10:05 a.m.
6
7
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10
11
12
13
14
15 ORAL DEPOSITION OF FATHER DARRYL PIGEON,
16 Individually and as Designated Representative as noted
17 above, produced as a witness at the instance of the
18 Debtor, and duly sworn, was taken in the above-styled
19 and -numbered cause on the 22nd day of November, 2021,
20 from 10:05 a.m. until 12:18 p.m., before Janice K.
21 McMoran, RDR, CRR, TCRR, and Certified Shorthand
22 Reporter in and for the State of Texas, reported by
23 stenographic means, at the offices of Sharpe & Rector,
24 6100 Western Place, 9th Floor, Fort Worth, Texas,
25 pursuant to the Federal Rules of Civil Procedure.

Page 3

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11 UNION WITH THE EPISCOPAL DIOCESE OF FORT WORTH
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25 ALSO PRESENT:
26 Right Reverend Ryan Reed
27 Father Christopher Jambor

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1 FATHER DARRYL PIGEON,
2 having been first duly remotely sworn, testified as
3 follows:
4 EXAMINATION
5 BY MR. GAITHER:
6 Q. State your full name for the record.
7 A. Father Darryl Pigeon.
8 Q. And what is your occupation?
9 A. Priest/rector at All Saints.
10 Q. And how long have you held that position?
11 A. Since 2010.
12 Q. How did you come to hold that position?
13 A. I was elected by the congregation with the
14 bishop's approval.
15 Q. When you say "the congregation," which
16 congregation is that?
17 A. The congregation recognized by Bishop
18 Iker.
19 Q. And what is the name of that congregation?
20 A. All Saints' Episcopal Church.
21 Q. For purposes of terminology today, when I
22 refer to the debtor, I mean the debtor in this
23 Chapter 11 bankruptcy, All Saints' Episcopal Church,
24 a Texas nonprofit corporation. If I refer to your
25 congregation, All Saints' Episcopal Church,

Page 6

1 D. Pigeon

2 recognized by Bishop Iker, I'm going to refer to

3 that as the Non-Debtor All Saints. Can we agree

4 that that is clear to you?

5 A. Sure.

6 Q. And if I refer to the debtor's

7 congregation, I'm referring to the congregation, All

8 Saints' Episcopal Church, that is part of the

9 Episcopal Church, and if I refer to Non-Debtor All

10 Saints' congregation, I'm referring to the – your

11 congregation that is recognized by Bishop Iker. Is

12 that – is that clear?

13 A. Correct. Well, now Bishop Reed, but yes.

14 MR. BUNCHER: You may need speak

15 up a little bit –

16 THE WITNESS: Okay.

17 MR. BUNCHER: – because she's having

18 a hard time hearing you.

19 THE WITNESS: Sure.

20 BY MR. GAITHER:

21 Q. What is your title with the Non-Debtor All

22 Saints?

23 A. Rector.

24 Q. And what are your responsibilities as the

25 rector of the Non-Debtor All Saints?

Page 8

1 D. Pigeon

2 Q. And how long did you hold that position?

3 A. I would guess, in total, five years,

4 maybe.

5 Q. Were you – so what were the dates,

6 approximate dates at which you were the – during

7 which you were the rector at St. Michael's?

8 A. I was – from the time I was released from

9 the school – so I think that was about 2009 – and

10 then I held that position for about five or six

11 years in conjunction with also being the rector at

12 All Saints.

13 Q. So is your testimony that you were the

14 rector at St. Michael's from approximately 2009 for

15 a period of five years?

16 A. Yes.

17 Q. And that overlapped with the time at which

18 you were serving also as the rector at Non-Debtor

19 All Saints?

20 A. Correct.

21 Q. Did you have any involvement with the

22 debtor prior to 2009?

23 A. Prior to 2009. I was on staff at All

24 Saints when I was a chaplain at the school.

25 Q. When you say you were on staff, what do

Page 7

1 D. Pigeon

2 A. Oversight of the parish ministry, all

3 facets of it.

4 Q. How were you occupied prior to being

5 elected rector of Non-Debtor All Saints in 2010?

6 A. I was the chaplain at All Saints'

7 Episcopal School.

8 Q. When did you – or for how long did you

9 hold that position?

10 A. I was there at 2004, I think was the first

11 year.

12 Q. So you held that position from 2004 to

13 2010?

14 A. I think it was two thousand – yes,

15 approximately. Maybe 2009.

16 Q. Did you hold that position up until the

17 time you were elected rector of Non-Debtor All

18 Saints?

19 A. No.

20 Q. What did you do between the time you held

21 the position of chaplain at the Episcopal School and

22 the time you were elected bishop – excuse me,

23 rector of Non-Debtor All Saints?

24 A. I was the rector at St. Michael's Church

25 in Richland Hills.

Page 9

1 D. Pigeon

2 you mean by that?

3 A. My understanding is that all people who

4 are on staff at the school are also – were on staff

5 at All Saints' Episcopal Church on Crestline.

6 THE REPORTER: I'm sorry. Also on

7 staff at All Saints Episcopal School on what?

8 THE WITNESS: All Saints Episcopal

9 School, if you were on staff there, by default you

10 were, I think, connected to the church on Crestline

11 Road.

12 THE REPORTER: On Crestline. That's

13 what you said.

14 BY MR. GAITHER:

15 Q. Did you have any involvement with the

16 vestry of the debtor prior to 2009?

17 A. No.

18 Q. Do you understand that you're here today

19 to testify in your personal capacity because you

20 signed the declaration filed with the bankruptcy

21 court?

22 A. Yes.

23 Q. Do you also understand that you're here to

24 testify as a corporate representative of Non-Debtor

25 All Saints?

Page 10

1 D. Pigeon

2 A. Yes.

3 MR. GAITHER: Mark that

4 (Exhibit 1 marked.)

5

6 BY MR. GAITHER:

7 Q. Have you seen this document before?

8 A. I have.

9 Q. Can you turn to page 3 for me? Have you

10 read this list of topics for examination prior to

11 the deposition today?

12 A. I have.

13 Q. And are you competent to testify as to all

14 of these topics today?

15 A. We sent a response, but, yes, I – I would

16 say yes.

17 Q. What did you do to prepare for the

18 deposition today?

19 A. I read through the exhibits, and I was –

20 briefly discussed with the legal team.

21 Q. Which exhibits did you read through?

22 A. The A and B.

23 Q. And you're referring to Exhibits A and B

24 to what's been marked as Exhibit Number 1 to this

25 deposition?

Page 12

1 D. Pigeon

2 Q. But you don't dispute that it's an

3 unincorporated association under Texas law, is that

4 correct?

5 A. Whatever the parish is when it was

6 constituted when I received it, that's all I can

7 speak to. I don't –

8 Q. So that's – that's no?

9 A. I did not operate it. I operated it as a

10 vestry duly constituted under the diocese. That's

11 all I know.

12 Q. And so is it your testimony that you are

13 responsible for the operations of Non-Debtor All

14 Saints, as the rector?

15 A. Yes.

16 Q. When was Non-Debtor All Saints formed?

17 A. In our understanding, it was formed back

18 in the 1950s, and we see ourselves as a continuation

19 of that.

20 Q. Who formed Non-Debtor All Saints?

21 A. I would not have knowledge of who was the

22 actual person in the 1950s who formed it. I don't

23 know.

24 THE REPORTER: I cannot understand

25 you. I'm sorry.

Page 11

1 D. Pigeon

2 A. Okay.

3 Q. That's a question.

4 A. Yes.

5 Q. Did you review any other documents in

6 anticipation of this deposition?

7 A. Just my own declaration that I had made

8 previously.

9 Q. You didn't – strike that.

10 When was the Non-Debtor All Saints –

11 well, strike that.

12 What is your understanding of the – what

13 kind of entity is Non-Debtor All Saints?

14 A. It is a parish in communion with the

15 Episcopal Diocese of Fort Worth.

16 Q. Do you understand it to be an

17 unincorporated association under Texas law?

18 A. Can you say that again?

19 Q. Do you understand Non-Debtor All Saints to

20 be an unincorporated association under Texas law?

21 A. No.

22 Q. What do you understand it to be?

23 A. I understand it to be a duly constituted

24 parish under, first, Bishop Iker and then Bishop

25 Reed. That's what I know.

Page 13

1 D. Pigeon

2 A. Sorry. I don't know who formed it in the

3 1950s, when it was originally constituted.

4 BY MR. GAITHER:

5 Q. When was the vestry of Non-Debtor All

6 Saints formed?

7 A. Well, it would – it depends on what you

8 mean by the question. The – originally we had been

9 formed, obviously, with the establishment of the

10 church in the 1950s, and – but you're asking

11 something different in terms of when the vestry was

12 originally constituted.

13 Q. That's correct. When was the vestry

14 originally constituted?

15 A. At what location?

16 Q. How many vestries does Non-Debtor All

17 Saints have?

18 A. One.

19 Q. And my question is, when was that vestry

20 constituted?

21 A. Are you talking about the people under

22 whom I operated or originally?

23 Q. I'm asking your understanding as to when

24 the vestry of Non-Debtor All Saints was formed.

25 A. I'm going to go with the – it was

Page 14

1 D. Pigeon

2 originally formed when the church and parish was

3 formed. That's – and we would see ourselves as a

4 direct continuation of that.

5 Q. Describe to me in your words – or let me

6 ask you: Was there a split at the – a split among

7 the debtor's congregation in 2008 and 2009?

8 A. Yes.

9 Q. Explain to me in your words what happened

10 during that split.

11 A. The part of the vestry and the part of the

12 congregation which was in communion and in alignment

13 with, at that time, Bishop Iker and the Episcopal

14 Diocese of Fort Worth gathered in another location.

15 Q. Did that part of the debtor's congregation

16 leave the debtor's congregation?

17 MR. PETROCCHI: Objection, form.

18 A. They would not understand themselves to

19 have done so, although we were meeting in separate

20 locations.

21 BY MR. GAITHER:

22 Q. Do you dispute that certain members of the

23 debtor's vestry resigned in late 2008 and early

24 2009?

25 A. I actually do not know that information.

Page 16

1 D. Pigeon

2 constitution of the debtor's vestry in late 2008 and

3 early 2009?

4 A. I couldn't tell you who they were, if

5 that's what you're asking.

6 MR. GAITHER: We'll mark this as

7 Exhibit 2.

8 (Exhibit 2 marked.)

9 BY MR. GAITHER:

10 Q. I've handed you what's been marked as

11 Exhibit 2. Do you recognize this document?

12 A. I do.

13 Q. What is this document?

14 A. It is one of the – this is my

15 declaration.

16 Q. And you just testified that you have no

17 personal knowledge of the constitution of the

18 debtor's vestry in late 2008, early 2009; is that

19 correct?

20 MR. PETROCCHI: Objection, form.

21 A. I could not list for you the people. Not

22 all of them. I mean, no, I would not know who the

23 people were at the time.

24 BY MR. GAITHER:

25 Q. Is everything in this declaration a true

Page 15

1 D. Pigeon

2 Q. So you don't know whether there were any

3 vacancies on the debtor's vestry as a result of the

4 split you just described?

5 A. I personally do not have knowledge of

6 that.

7 Q. And is that because you were not

8 personally involved at the time?

9 A. Correct.

10 Q. And so any knowledge you would have about

11 the constitution or the vacancies on the debtor's

12 vestry in late 2009 and early – or late 2008 and

13 early 2009 would only come as a result of

14 discussions with other people; is that correct?

15 A. That would be correct.

16 Q. Who have you had discussions with, with

17 the exception of your lawyers, regarding the

18 constitution of the vestry in – of the debtor's

19 vestry in late 2008, early 2009?

20 A. Are we talking about the debtor's

21 congregation or the non-debtor?

22 Q. I'm asking you about the debtor's vestry

23 in late 2008 and early 2009.

24 A. I would have no information.

25 Q. You have no information about the

Page 17

1 D. Pigeon

2 statement?

3 A. The only correction I would make is in

4 number 2, where it says, "The Bylaws of the All

5 Saints' corporation enacted in January 2001," it

6 should read 2010.

7 Q. Why was that not correct in the first

8 iteration of this declaration?

9 A. Oversight. I just switched the numbers.

10 Q. Is it your testimony that's a typo?

11 A. It is.

12 Q. Well, I'm confused how that works, Father,

13 because if you corrected the typo, is it your

14 testimony that the text there in the first sentence

15 of paragraph 2 should say January 2010?

16 A. The – my knowledge would say this, that

17 at the time of the split, 2001 were, in effect,

18 there. But when it says the bylaws were never

19 amended, since 2010, the ones I inherited when I

20 became the rector, have never been amended.

21 Q. So it's your testimony that the 2001

22 bylaws were in effect at the time of the split you

23 described earlier in your testimony?

24 A. When I arrived at the church, the bylaws

25 that were in effect that I inherited were 2010.

Page 18

1 D. Pigeon
 2 What – I assume 2001 would have been the preview.
 3 Q. But you don't actually know that, correct?
 4 A. I do not know that.
 5 Q. And you don't have personal knowledge of
 6 what bylaws were in effect for the debtor as of the
 7 split in late 2008, correct?
 8 A. I do not.
 9 Q. Paragraph 4 of your declaration marked as
 10 Exhibit 2, there's a sentence that reads, "After the
 11 split, vacancies on the All Saints' Episcopal Church
 12 vestry were created when those vestry members filed
 13 the Jambor faction in breaking away from the Diocese
 14 were filled by members in good standing of All
 15 Saints' Episcopal Church and the All Saints'
 16 corporation."
 17 THE REPORTER: You're reading too
 18 fast. If you have a copy that I can follow along,
 19 that would be great, too. Then I wouldn't have to
 20 stop you.
 21 MR. GAITHER: I can reread it,
 22 actually. I'll slow down. I don't have an extra
 23 copy, I'm sorry.
 24 BY MR. GAITHER:
 25 Q. In paragraph 4 of the declaration marked

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1 D. Pigeon
 2 the debtor's board of directors?
 3 MR. PETROCCHI: Objection, form.
 4 A. Yes.
 5 BY MR. GAITHER:
 6 Q. How many vacancies were created?
 7 A. I could not say for sure.
 8 Q. Who were the members whose – who
 9 created those – who were the members of the
 10 debtor's board that created those vacancies?
 11 A. I do not know. A previous clergyman was
 12 overseeing that. All I know is that from their
 13 testimony, what they told me, was that they
 14 constituted the vestry with previous vestry members
 15 and filling those vacancies. That's what I know.
 16 Q. So what you know and what you're – strike
 17 that.
 18 What you know is solely based on
 19 conversations with other people?
 20 A. Correct.
 21 Q. You referenced speaking with other clergy
 22 or previous clergy being involved in the debtor's
 23 vestry at the time of the split; is that correct?
 24 A. (Witness nods head.)
 25 Q. And what clergy is that?

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1 D. Pigeon
 2 as Exhibit Number 2, there's a sentence that reads,
 3 "After the split, vacancies on the All Saints'
 4 Episcopal Church vestry that were created when those
 5 vestry members followed the Jambor faction in
 6 breaking away from the Diocese were filled by
 7 members in good standing of All Saints' Episcopal
 8 Church and the All Saints' corporation.
 9 When you reference the All Saints'
 10 Episcopal Church vestry in that paragraph, are you
 11 referencing the debtor's vestry?
 12 A. My understanding is that this is referring
 13 to the vestry of Non-Debtor All Saints.
 14 Q. And we've established that you don't have
 15 any personal knowledge of who was on the vestry of
 16 the debtor immediately prior to the split, correct?
 17 A. I know that the church was careful to
 18 choose people who were long-term members of the
 19 parish.
 20 Q. You don't dispute that immediately prior
 21 to the split in 2008, the debtor had a duly
 22 constituted and elected board of directors, do you?
 23 A. No, I don't dispute that.
 24 Q. Is it Non-Debtor All Saints' position that
 25 following the split there were vacancies created on

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1 D. Pigeon
 2 A. Father Bill O'Connell.
 3 Q. It's your testimony that Father Bill
 4 O'Connell was on the debtor's vestry prior to the
 5 split in 2008?
 6 A. He was the priest in charge.
 7 Q. Father Bill O'Connell was in charge of the
 8 debtor's – when you say he was the priest in
 9 charge, what does that mean?
 10 A. It means he's not the rector, but he is
 11 appointed by the diocesan bishop to oversee the
 12 congregation.
 13 Q. And it's your testimony that he was the
 14 priest in charge of the debtor's operations in 2008?
 15 MR. PETROCCHI: Objection, form.
 16 A. I'm not sure the date 2008. I am saying
 17 that he was the priest in charge post split.
 18 BY MR. GAITHER:
 19 Q. So back to paragraph 4 of your
 20 declaration, which has been marked as Exhibit 2,
 21 it's your testimony that the vestry referred to in
 22 the first sentence of that paragraph was the
 23 Non-Debtor All Saints' vestry and not the debtor's
 24 vestry?
 25 MR. PETROCCHI: Objection, form.

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1 D. Pigeon
 2 A. State the question again.
 3 BY MR. GAITHER:
 4 Q. Is it your testimony that the vestry
 5 referred to in the first sentence of paragraph 4 of
 6 Exhibit 2 is the Non-Debtor All Saints' vestry?
 7 MR. PETROCCHI: Objection, form.
 8 A. The word "vestry" here can be used as a
 9 reference to both, can it not?
 10 BY MR. GAITHER:
 11 Q. My question is, what is your intentions
 12 when you swore under penalty of perjury that this –
 13 strike that.
 14 My question to you is which vestry you're
 15 referring to in paragraph 4.
 16 MR. PETROCCHI: Objection, form.
 17 A. Well, in the first paragraph it could be
 18 either. The vestry referred to is non-debtor, and
 19 we say that they filled – the vacancies were filled
 20 by members in good standing.
 21 BY MR. GAITHER:
 22 Q. So you're only referring to here the
 23 vestry of Non-Debtor All Saints, correct?
 24 MR. PETROCCHI: Objection, form.
 25 A. That's the only one I have knowledge of.

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1 D. Pigeon
 2 Q. Take a look at paragraph 1 of Exhibit
 3 Number 2. You state there, "I have personal
 4 knowledge of all the facts recited herein by virtue
 5 of my examination of the official records..." You
 6 just testified that you don't have personal
 7 knowledge of the facts in paragraph 4, correct?
 8 MR. PETROCCHI: Objection, form.
 9 A. The knowledge that I do have, I have set
 10 forth.
 11 BY MR. GAITHER:
 12 Q. That wasn't my question. My question was,
 13 you just testified that you don't have personal
 14 knowledge of all the facts set forth in paragraph 4,
 15 correct?
 16 MR. PETROCCHI: Objection, form.
 17 May I have a discussion with you?
 18 MR. GAITHER: Certainly.
 19 MR. PETROCCHI: I believe what he
 20 said is he doesn't have direct personal knowledge,
 21 and I believe what the affidavit says, that he has
 22 personal knowledge based upon his examination of the
 23 records. I don't want to keep objecting if – if we
 24 can clear that up.
 25 MR. GAITHER: Understood. I

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1 D. Pigeon
 2 BY MR. GAITHER:
 3 Q. When was the vestry of Non-Debtor All
 4 Saints formed?
 5 A. It understands itself to have been formed
 6 at the original formation of the parish. It filled
 7 vacancies post split.
 8 Q. And who were those vacancies created by?
 9 A. Who were they created by?
 10 Q. Which members of the vestry that you're
 11 referring to created a vacancy by either resigning
 12 or leaving?
 13 A. I do not have – I do not know the names
 14 of the people.
 15 Q. Then you can't –
 16 A. I – okay.
 17 Q. Sorry. Have you concluded your answer? I
 18 didn't mean to speak over you.
 19 A. Yes, sir. Yeah.
 20 Q. Then you can't competently testify that
 21 those vacancies were filled if you don't even know
 22 who created the vacancies, correct?
 23 A. I can only tell you what I was told and
 24 what I understand, that's correct. But I do not
 25 have immediate personal knowledge.

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1 D. Pigeon
 2 appreciate that.
 3 BY MR. GAITHER:
 4 Q. So my next question is going to be, what
 5 records are you referring to here in paragraph 1?
 6 A. They would be the records that would have
 7 been kept in the minutes of the parish.
 8 Q. And so you reviewed minutes of – are you
 9 referring to vestry minutes?
 10 A. I would have believed they would be in the
 11 minutes themselves, but most of my testimony, it
 12 lies in my personal involvement in the operations of
 13 the church. That would have been what other people
 14 told me.
 15 Q. It's your testimony that you're the
 16 president of the debtor corporation, correct?
 17 A. Yes.
 18 Q. And as president or alleged president,
 19 then you understand how vacancies on the debtor's
 20 vestry are filled, correct?
 21 A. Yes.
 22 Q. And how is that?
 23 A. By election of the parish at the annual
 24 meeting.
 25 Q. You don't dispute that the debtor had an

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1 D. Pigeon
 2 annual meeting in January 2009, do you?
 3 A. No, I do not.
 4 Q. And you don't dispute that there was an
 5 election that took place at that January 2009 annual
 6 parish meeting, do you?
 7 A. No.
 8 Q. And you don't dispute that the election
 9 that occurred was consistent with and in accordance
 10 with the debtor's bylaws in effect at that time, do
 11 you?
 12 A. Not to my knowledge.
 13 Q. Is that a no?
 14 A. Okay, no.
 15 Q. How many members did Non-Debtor All Saints
 16 have when it was formed?
 17 A. When I came on staff, I believe there were
 18 12.
 19 Q. What is your understanding of the term
 20 "members" there? In my question I asked how many
 21 members. What did you understand that to mean?
 22 A. The vestry.
 23 Q. Okay. How many congregants did Non-Debtor
 24 All Saints have when it was formed?
 25 MR. PETROCCHI: Objection, form. Are

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1 D. Pigeon
 2 A. There wasn't another congregation. How
 3 many members they had, I could not speak with any
 4 kind of accuracy.
 5 BY MR. GAITHER:
 6 Q. Is it your position that the members of
 7 the debtor's vestry at the time of the split that
 8 were – that went on to be members of Non-Debtor All
 9 Saints' congregation constituted a majority of the
 10 vestry of the debtor at the time of the split?
 11 MR. PETROCCHI: Objection, form.
 12 A. I don't know. I don't know.
 13 BY MR. GAITHER:
 14 Q. After the split in 2008, is it the case
 15 that Non-Debtor All Saints' congregation began
 16 meeting in a different location?
 17 A. Yes.
 18 Q. Is it the case that Non-Debtor All Saints
 19 formed its own vestry?
 20 MR. PETROCCHI: Objection, form.
 21 A. It had a – it had its vestry, yes.
 22 BY MR. GAITHER:
 23 Q. And who was on that vestry?
 24 A. Those would be found in the minutes.
 25 Since I was not there, I don't have personal

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1 D. Pigeon
 2 we talking 1953?
 3 MR. GAITHER: Let's clear that up.
 4 BY MR. GAITHER:
 5 Q. When was Non-Debtor All Saints formed?
 6 A. Okay. Well, we could go back to 1953 or
 7 we could – are we talking about post split?
 8 Q. I'm asking when Non-Debtor All Saints was
 9 formed.
 10 A. I'm going to say 19 – in the early 1950s.
 11 Q. How many congregants did Non-Debtor All
 12 Saints have immediately following the split in 2008?
 13 A. Based upon what I was told, about 100.
 14 Q. Do you have any knowledge of how many
 15 congregants the debtor had at the time of the split?
 16 A. No. No.
 17 Q. So you don't dispute that the congregants
 18 of Non-Debtor All Saints constituted a minority of
 19 the congregants of the debtor, do you?
 20 MR. PETROCCHI: Objection, form.
 21 A. I really don't know.
 22
 23 BY MR. GAITHER:
 24 Q. But you don't dispute that, do you?
 25 MR. PETROCCHI: Objection, form.

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1 D. Pigeon
 2 recollection of who those might be.
 3 Q. You don't dispute that the debtor
 4 corporation had a vestry as of January 2009,
 5 correct?
 6 A. Correct.
 7 Q. If the debtor had a vestry as of
 8 January 2009, why did Non-Debtor All Saints need a
 9 separate vestry?
 10 MR. PETROCCHI: Objection, form.
 11 A. Because they were not recognized by the
 12 diocesan bishop and in communion and having seat at
 13 the annual meeting of the parish – of the diocese.
 14 BY MR. GAITHER:
 15 Q. So the vestry of the debtor corporation
 16 that was in place immediately following the
 17 January 2009 annual parish meeting, when did that
 18 vestry cease being the vestry of the debtor's
 19 corporation?
 20 MR. PETROCCHI: Objection, form.
 21 A. Whenever it was not recognized by the
 22 diocesan bishop.
 23 BY MR. GAITHER:
 24 Q. When was that?
 25 A. I would not have exact knowledge of

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1 D. Pigeon
 2 that – of that date. When –
 3 Q. Would there be a record that would – I'm
 4 sorry having spoken over you.
 5 A. When they no longer had seat and voice at
 6 the convention.
 7 Q. Was the vestry of the debtor that was in
 8 place immediately following the January 2009 annual
 9 parish meeting ever unseated?
 10 MR. PETROCCHI: Objection, form.
 11 A. We were seated, so by implication.
 12 BY MR. GAITHER:
 13 Q. So what actions were taken to unseat the
 14 debtor's vestry that existed immediately following
 15 the January 2009 annual parish meeting?
 16 MR. PETROCCHI: Objection, form.
 17 A. That would have to be referred to the
 18 diocesan bishop.
 19 BY MR. GAITHER:
 20 Q. You don't know the answer to that
 21 question?
 22 A. I don't know if there's any formal
 23 declaration by the diocese.
 24 Q. To your knowledge, did the debtor's vestry
 25 members receive any notice from the diocese that

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1 D. Pigeon
 2 under the debtor's bylaws with respect to the
 3 debtor's vestry as of January 2009?
 4 A. Not that I know of.
 5 (Exhibit 3 marked.)
 6 Q. I'm going to hand you what's been marked
 7 as Exhibit Number 3. Do you recognize this
 8 document?
 9 A. I – this is the first time I think I've
 10 seen it.
 11 Q. And you're the president – you contend
 12 you are the president of the debtor corporation,
 13 correct?
 14 A. Yes, sir.
 15 Q. And in your role as alleged president of
 16 the debtor corporation, it's also your testimony
 17 that you're responsible for the debtor's operations,
 18 correct?
 19 A. Yes.
 20 Q. And as president, you would agree with me
 21 that you have a fiduciary obligation to the debtor
 22 corporation?
 23 A. Yes.
 24 Q. Look at Article II of Exhibit Number 3.
 25 This reads, "The purpose for which the corporation

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1 D. Pigeon
 2 they had been unseated?
 3 A. I know that we sent them a letter
 4 indicating that we understood ourselves to be the
 5 legitimate vestry of All Saints' church. Other than
 6 that, from the diocesan office, I don't know.
 7 Q. What was the basis for your contention
 8 that you were the legitimate vestry?
 9 MR. PETROCCHI: Objection, form.
 10 A. By being recognized by the diocesan
 11 bishop.
 12 BY MR. GAITHER:
 13 Q. But there wasn't any action taken of the
 14 debtor's bylaws to unseat the existing vestry as of
 15 January 2009 of the debtor, correct?
 16 MR. PETROCCHI: Objection, form.
 17 A. By the diocesan bishop, I do not know.
 18 BY MR. GAITHER:
 19 Q. What about by the members of the debtor
 20 corporation?
 21 A. A certified letter was sent to Debtor All
 22 Saints indicating that we understood ourselves to be
 23 the legitimate vestry.
 24 Q. So other than sending a certified letter
 25 to the debtor, was there any other action taken

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1 D. Pigeon
 2 is formed is religious; that is to say, to associate
 3 ourselves together for the purpose of maintaining
 4 the worship of God and the preaching of the Gospel
 5 according to the doctrine, discipline, and worship
 6 of the Protestant Episcopal Church in the United
 7 States of America in conformity with the
 8 Constitution and Canons of its general convention."
 9 Are you operating the debtor consistent
 10 with that stated purpose?
 11 A. It also says, "And of the Diocese of
 12 Dallas," which was not true at the time, as we were
 13 now the diocese of – the Episcopal Diocese of Fort
 14 Worth.
 15 Q. Are you currently operating the debtor
 16 consistent with the stated purpose in Article II of
 17 Exhibit Number 3?
 18 A. The answer is no.
 19 Q. And is that because Non-Debtor All Saints
 20 has no affiliation with the Episcopal Church in the
 21 United States?
 22 MR. PETROCCHI: Objection, form.
 23 A. I would say because it's no longer part –
 24 it's no longer a part of the Diocese of Dallas is
 25 the primary reason.

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1 D. Pigeon

2 BY MR. GAITHER:

3 Q. Are you operating the debtor corporation

4 according to the doctrine, discipline, and worship

5 of the Protestant Episcopal Church in the United

6 States?

7 MR. PETROCCHI: Objection, form.

8 A. Since we are recognized as the Episcopal

9 Diocese of Fort Worth, we are operating under their

10 doctrine, discipline, and worship.

11 BY MR. GAITHER:

12 Q. And the Episcopal Diocese of Fort Worth

13 has no affiliation with the Episcopal Church in the

14 United States of America, correct?

15 A. That is correct.

16 Q. And so back to my original question. You

17 are not operating the debtor corporation in

18 conformity with the doctrine, discipline, and

19 worship of the Protestant Episcopal Church in the

20 United States, correct?

21 MR. PETROCCHI: Objection, form.

22 A. That would be correct.

23 BY MR. GAITHER:

24 Q. And, in fact, it would be impossible for

25 you to do so; isn't that true?

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1 D. Pigeon

2 MR. PETROCCHI: Sorry. Objection,

3 form.

4 A. Because we are no longer of the Diocese of

5 Dallas, it would be a different – we are under a

6 different situation.

7 BY MR. GAITHER:

8 Q. But you're not – you just testified that

9 the president of a corporation has a fiduciary

10 obligation to operate the corporation consistent

11 with its articles of incorporation, correct?

12 A. Correct.

13 Q. And you are not fulfilling those fiduciary

14 duties at present, are you?

15 A. It's not –

16 MR. PETROCCHI: Objection, form.

17 A. It's not possible because this is not

18 true.

19 BY MR. GAITHER:

20 Q. When did you become the president of the

21 debtor corporation?

22 A. It would have been in September 2010.

23 2010.

24 Q. What is the significance of the date

25 September – what is the significance of that date?

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1 D. Pigeon

2 MR. PETROCCHI: Objection, form.

3 A. Well, it depends on what you mean by

4 impossible. We operate as part of the Episcopal

5 Diocese of Fort Worth under Bishop Reed.

6 BY MR. GAITHER:

7 Q. And that entity has no affiliation with

8 the Protestant Episcopal Church in the United States

9 of America, correct?

10 A. That's correct.

11 Q. And you yourself have no affiliation with

12 the Episcopal Church in the United States of

13 America; is that correct?

14 A. Correct.

15 Q. You would agree with me, would you not,

16 that the president of a corporation has a fiduciary

17 obligation to operate the corporation in compliance

18 with its articles of incorporation, would you not?

19 A. I would agree.

20 Q. And so you are breaching that fiduciary

21 obligation by not operating the debtor

22 corporation –

23 MR. PETROCCHI: Objection –

24 Q. – consistent with its articles of

25 incorporation?

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1 D. Pigeon

2 A. That would have been around the time that

3 I signed a letter of agreement to be the rector.

4 Q. Who was the previous rector at the time

5 you were made rector?

6 A. The priest in charge was Bill O'Connell.

7 Q. So it's your testimony that Bill O'Connell

8 was the rector of the debtor corporation at the time

9 that you were appointed?

10 A. I know it's a distinction, but he was the

11 priest in charge, yes.

12 Q. Who was the previous rector before you?

13 A. I guess it would have been Father Jambor.

14 Q. How did his tenure as a rector come to an

15 end?

16 A. When he was no longer seated at the

17 convention of the Episcopal Diocese of Fort Worth.

18 Q. What corporate action was taken to unseat

19 him from his position as the debtor's rector?

20 A. That would be a matter for the diocesan

21 office.

22 Q. Does the diocesan – at the time did the

23 diocesan office control the debtor corporation?

24 A. I – I guess the answer would be yes.

25 Q. And what's the basis for your contention

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1 D. Pigeon
 2 that the diocesan office controlled the debtor
 3 corporation?
 4 MR. PETROCCHI: Objection, form.
 5 A. Because I recognize the diocesan canons
 6 are above any parish canons, that recognition by the
 7 bishop constitutes membership and authority within
 8 the church.
 9 BY MR. GAITHER:
 10 Q. You would agree with me, would you not,
 11 that the debtor's operations at the time of the
 12 split in 2008 were governed by its bylaws?
 13 A. That is correct.
 14 Q. And as president of the debtor
 15 corporation, you understand that under the bylaws,
 16 the rector is elected by the vestry, correct?
 17 A. With the approval of the diocesan bishop.
 18 Q. How is a rector removed under the debtor's
 19 bylaws?
 20 MR. PETROCCHI: Objection, form.
 21 A. It could be a number of ways. By
 22 resignation or by removal by the Episcopacy, the
 23 bishop.
 24 BY MR. GAITHER:
 25 Q. And is it your testimony that Father

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1 D. Pigeon
 2 the objection?
 3 MR. WEAVER: I think you're
 4 assuming – you're assuming that there are two
 5 entities. Our position is there was one.
 6 MR. PETROCCHI: Yeah. If the debtor
 7 became a split from the ecclesiastical beliefs of
 8 the congregation, that doesn't mean that there were
 9 immediately two entities. It means that this
 10 congregation believes that it is a continuation of
 11 the former entity.
 12 And so – and I don't mean to foul
 13 your record, but most of my objections have simply
 14 been by the way you're asking questions as though
 15 this congregation is different than the prior
 16 congregation.
 17 MR. GAITHER: I understand the
 18 position.
 19 BY MR. GAITHER:
 20 Q. You would agree with me, would you not,
 21 that there were two bodies acting as the debtor's
 22 vestry after the split, correct?
 23 A. There were two bodies acting, one
 24 non-debtor, one debtor. Is that the question?
 25 Q. Not exactly. Is it your position that the

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1 D. Pigeon
 2 Jambor resigned or was removed?
 3 A. I would assume that he – it would have
 4 been an act of the diocesan office.
 5 Q. And are you aware of whether there are any
 6 records that reflect that action?
 7 A. Only to the extent that to not be
 8 recognized at the convention constitutes removal.
 9 Q. So the only corporate act of which you
 10 were aware to remove Father Jambor from his position
 11 of rector was a decision by the diocesan office?
 12 A. And I would suggest also that the
 13 continuing vestry also sent a certified letter
 14 indicating that they recognized themselves. So I
 15 would say the vestry also had a role, at least made
 16 a statement to that effect.
 17 Q. Who was on the vestry at that time?
 18 A. It would have to be in the minutes. Bill
 19 O'Connell would have been seated as the parish
 20 priest at the time.
 21 Q. And are we discussing the debtor's vestry
 22 or the Non-Debtor All Saints' vestry?
 23 MR. WEAVER: Objection, form.
 24 MR. PETROCCHI: Objection, form.
 25 MR. GAITHER: What's the basis for

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1 D. Pigeon
 2 group that was acting as Non-Debtor All Saints'
 3 vestry after the split, is it your position that
 4 they were also the debtor's vestry?
 5 MR. PETROCCHI: I think the question
 6 is a little confusing. Objection, form.
 7 A. We did not recognize debtor vestry as the
 8 vestry of All Saints' Episcopal Church.
 9 BY MR. GAITHER:
 10 Q. But you were aware that there was a group
 11 that purported to be the debtor's vestry –
 12 A. Correct.
 13 Q. – at the time, correct?
 14 A. That's correct.
 15 MR. GAITHER: We talked about taking
 16 a break every hour. It's 10:00.
 17 MR. PETROCCHI: That's fine.
 18 MR. GAITHER: I'm in between
 19 questions, so...
 20 MR. BUNCHER: I think it's 11:00.
 21 MR. GAITHER: Sorry, 11:00, yeah.
 22 Let's go off the record.
 23 (Recess taken 11:00 a.m. - 11:16
 24 a.m.)
 25 BY MR. GAITHER:

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2 Q. You testified that the debtor corporation

3 had a vestry as of January 2009. Was there ever a

4 vote of the members of the debtor corporation or a

5 vote of the members of Non-Debtor All Saints to

6 remove that vestry?

7 A. Not to my knowledge.

8 Q. It's Non-Debtor All Saints' contention

9 that it controls the debtor corporation, correct?

10 A. Correct.

11 Q. And when does Non-Debtor All Saints

12 contend that it assumed control of the debtor

13 corporation?

14 MR. PETROCCHI: Objection, form.

15 A. I wouldn't have a specific date that I

16 could offer to you.

17 BY MR. GAITHER:

18 Q. What year did it – what year does it

19 contend that it assumed control of the debtor

20 corporation?

21 MR. PETROCCHI: Objection, form.

22 A. At the – in the – I would suggest in the

23 time when they began to gather separately under an

24 appointed clergyman and recognition by the diocese.

25 BY MR. GAITHER:

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2 A. He's a long-term member of the parish.

3 Q. And what was his role with the parish as

4 of April 21st, 2015?

5 A. In 2015. I would have to double-check the

6 records, but I would surmise that he sat upon the

7 vestry of non-debtor.

8 Q. And as the rector of the vestry of the

9 non-debtor in 2015, you would have been aware that

10 he was giving this deposition testimony, correct?

11 A. I knew that he gave a deposition, yes.

12 Q. Did you attend the deposition?

13 A. Did not.

14 Q. Have you read the transcript of the

15 deposition?

16 A. I have not.

17 Q. Do you understand that he was designated

18 as the corporate representative of Non-Debtor All

19 Saints in that litigation?

20 A. I did not know that.

21 Q. It's your testimony today that Non-Debtor

22 All Saints has controlled the corporation, debtor

23 corporation, since 2010; is that right?

24 MR. PETROCCHI: Objection, form.

25 A. Well, we would say that we've always had

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1 D. Pigeon

2 Q. What year was that?

3 A. I would think it would have been 2009, two

4 thousand – early 2010.

5 Q. So it's Non-Debtor All Saints' contention

6 today that it controlled the debtor corporation as

7 of 2009 or '10?

8 MR. PETROCCHI: Objection, form.

9 A. That non-debtor controls the corporation,

10 yes.

11 (Exhibit 4 marked.)

12 BY MR. GAITHER:

13 Q. I've handed you what's been marked as

14 Exhibit 4. Do you recognize this document?

15 A. No, I do not.

16 Q. You have been the rector of the Non-Debtor

17 All Saints' congregation since 2010, correct?

18 A. Yes.

19 Q. And in your capacity as rector, were you

20 aware of litigation between Non-Debtor All Saints

21 and various other parties, including The Episcopal

22 Church?

23 A. Yes.

24 Q. And do you understand – well, first of

25 all, who is William Bracken?

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2 control over it.

3 BY MR. GAITHER:

4 Q. Take a look at page 55 of Exhibit 4.

5 Are you aware that Non-Debtor All Saints,

6 in 2015, disclaimed any right to control of the

7 debtor corporation?

8 MR. PETROCCHI: Objection, form.

9 A. No.

10 BY MR. GAITHER:

11 Q. Do you dispute that Non-Debtor All Saints

12 disclaims any right to control of the debtor

13 corporation in 2015?

14 MR. PETROCCHI: Objection, form.

15 A. Can you ask the question one more time?

16 BY MR. GAITHER:

17 Q. Do you dispute that Non-Debtor All Saints

18 disclaimed any right to control the debtor

19 corporation in 2015?

20 MR. PETROCCHI: Objection, form.

21 A. We – I don't know of any time that

22 we've – I'm trying to think of the phrase that you

23 used here. All right. The question one more time

24 and I'll get it.

25 MR. GAITHER: Can you read it back?

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1 D. Pigeon
 2 (Record read.)
 3 MR. PETROCCHI: Objection, form.
 4 A. We control the corporation.
 5 BY MR. GAITHER:
 6 Q. Turn to page 56 of Exhibit 4, line 3.
 7 There's a question asked: Does defendant All Saints
 8 make any claim in this lawsuit to control a
 9 corporation in Texas named All Saints' Episcopal
 10 Church?
 11 Answer: No, we do not.
 12 How do you square that testimony with your
 13 testimony today that you've controlled All Saints'
 14 Episcopal Church, a Texas corporation, since 2010?
 15 MR. PETROCCHI: Objection, form.
 16 A. Only because he would not be aware of the
 17 phrase "corporation." He would have thought it
 18 meant "vestry." He would not have been aware there
 19 was a corporation.
 20 BY MR. GAITHER:
 21 Q. You don't actually have personal knowledge
 22 of that, though, do you?
 23 A. No, I do not.
 24 Q. So that was just speculation on your part?
 25 A. You're asking me to speculate on it.

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1 D. Pigeon
 2 corporation?
 3 MR. PETROCCHI: Objection, form.
 4 A. We have not disclaimed any right to the
 5 corporation.
 6 BY MR. GAITHER:
 7 Q. And what does this testimony that I just
 8 read to you mean, if you have not done so?
 9 MR. PETROCCHI: Objection, form.
 10 Are you asking him to speculate?
 11 MR. GAITHER: I'm asking him what
 12 that testimony means to him.
 13 A. Well, whatever it meant, it can't be
 14 correct, because we obviously possess All Saints'
 15 Episcopal Church as it stands today. And so maybe
 16 he misunderstood the question.
 17 BY MR. GAITHER:
 18 Q. He was authorized to give this testimony
 19 as Non-Debtor All Saints' corporate representative,
 20 correct?
 21 MR. PETROCCHI: Objection, form.
 22 A. He was chosen for that.
 23 BY MR. GAITHER:
 24 Q. Who chose him?
 25 A. I think it was based upon the -- our legal

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1 D. Pigeon
 2 Q. I'm asking you to square his testimony in
 3 2015 with your testimony today that you have control
 4 of the corporation, the debtor corporation, since
 5 2010. How can you reconcile those two statements?
 6 MR. PETROCCHI: Objection, form.
 7 A. Because the vestry is the corporation.
 8 And in this testimony, he may not have understood
 9 the word "corporation."
 10 BY MR. GAITHER:
 11 Q. You don't think the corporate
 12 representative for Non-Debtor All Saints knows what
 13 the word "corporation" means?
 14 MR. PETROCCHI: Objection, form.
 15 A. I think that that is highly possible, yes.
 16 BY MR. GAITHER:
 17 Q. Take a look at page 104 of Exhibit 4.
 18 Starting at line 23, there's a question asked: And
 19 not to beat a dead horse, but defendant All Saints'
 20 Episcopal Church has disclaimed any right to
 21 All Saints' Episcopal Church, Incorporated or its
 22 property, correct?
 23 Answer: That's correct.
 24 Do you dispute that Non-Debtor All Saints
 25 has disclaimed any right to control of the debtor

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1 D. Pigeon
 2 team.
 3 Q. What is the factual basis for your
 4 contention that Non-Debtor All Saints controls the
 5 debtor corporation?
 6 A. The fact that we are seated by voice and
 7 vote at the convention of the recognized Episcopal
 8 Diocese of Fort Worth.
 9 Q. So is it your testimony that the Episcopal
 10 Diocese of Fort Worth granted Non-Debtor All Saints
 11 control of the debtor corporation?
 12 A. It didn't grant control. It recognizes
 13 who was in control.
 14 Q. And who is in control of the debtor
 15 corporation?
 16 A. We are in control of the corporation.
 17 Q. When you say "we," who do you mean?
 18 A. The clergy and recognized vestry through
 19 the Episcopal office.
 20 Q. And how did that vestry that you just
 21 referenced come to be in control of the debtor
 22 corporation?
 23 A. Well, they came to control it since its
 24 formation, and then in its continuation, as
 25 recognized by the bishop.

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1 D. Pigeon

2 Q. In 2015, Non-Debtor All Saints disclaimed

3 any right to control of the debtor corporation.

4 Today you testified that Non-Debtor All Saints

5 controls the debtor corporation. When did

6 Non-Debtor All Saints' position on that change?

7 MR. PETROCCHI: Objection, form.

8 A. It has never changed.

9 BY MR. GAITHER:

10 Q. You testified earlier, I believe, that as

11 of the split in 2008, the debtor corporation was

12 governed by bylaws dated 2001; is that correct?

13 A. State the question one more time. I'm

14 sorry.

15 MR. GAITHER: Can you read it back?

16 (Record read.)

17 A. I believe they would have been.

18 MR. GAITHER: Can you mark that one?

19 (Exhibit 5 marked.)

20

21 BY MR. GAITHER:

22 Q. You don't dispute that these are the

23 bylaws that were governing the debtor corporation's

24 operations at the time of the split in 2008,

25 correct?

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1 D. Pigeon

2 BY MR. GAITHER:

3 Q. And, in fact, after that vote and

4 separation, the canons of the Fort Worth diocese

5 would have been in conflict with the general

6 convention of the Episcopal Church, correct?

7 MR. PETROCCHI: Objection, form.

8 A. I would say that's true.

9 BY MR. GAITHER:

10 Q. And it's your testimony that the -- is it

11 your testimony that after -- sometime after

12 January 2009, the vestry of the debtor was replaced

13 by the bishop of the Episcopal Diocese of Fort

14 Worth?

15 A. I don't know if I'd use the word

16 "replaced." It was continued by the vestry, which

17 was recognized by the diocesan bishop.

18 Q. We've agreed that there was a vestry of

19 the debtor corporation in place as of January 2009,

20 correct?

21 A. Well, it depends on what you mean. Did

22 they meet? Yes. Were they recognized by the

23 diocesan bishop? No.

24 Q. Were they validly elected under the

25 debtor's bylaws in place at the time?

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1 D. Pigeon

2 A. That's correct.

3 Q. Where in these bylaws does it say the

4 bishop of the diocese can appoint the debtor's

5 vestry?

6 MR. PETROCCHI: Objection, form.

7 A. It doesn't say that they are appointed.

8 It says they are recognized by the diocesan.

9 BY MR. GAITHER:

10 Q. Where does it say that?

11 A. I would get that from the diocesan canons

12 referred to in line 6.

13 Q. Do the diocesan canons, are they

14 consistent with the canons of the Episcopal Church

15 in the United States of America?

16 A. In 2001?

17 Q. In 2009, after January 2009, were the

18 canons of the Diocese of Fort Worth consistent with

19 the Constitution and Canons of the General

20 Convention of the Episcopal Church in the United

21 States of America?

22 MR. PETROCCHI: Objection, form.

23 A. After the diocese voted in its second

24 convention to disassociate with The Episcopal

25 Church, that would no longer be true.

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1 D. Pigeon

2 A. I would assume that the procedure for

3 electing them was valid.

4 Q. And so that validly elected vestry as of

5 January 2009, when did that stop being the debtor's

6 vestry?

7 A. I don't have a specific date, but it would

8 be, again, based upon the bishop's recognition of

9 that vestry, which would have been in -- or its

10 continuing recognition by the bishop.

11 Q. So there was no vote of the members of the

12 debtor corporation to replace that vestry that had

13 been elected in January 2009, correct?

14 MR. PETROCCHI: Objection, form.

15 A. A letter was sent indicating that they --

16 we regarded ourselves as the legitimate Episcopal --

17 All Saints' Episcopal Church.

18 BY MR. GAITHER:

19 Q. So is the answer to my question no?

20 MR. PETROCCHI: Objection, form.

21 A. No. I disagree.

22 BY MR. GAITHER:

23 Q. When was there a vote of the members of

24 the debtor corporation to replace the debtor's

25 vestry?

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1 D. Pigeon

2 A. I would suggest that the vestry, in

3 sending a certified letter, would have voted to send

4 that, and therefore, it would be somewhere maybe in

5 the minutes.

6 Q. But the congregants of Non-Debtor All

7 Saints or the debtor never voted to replace the

8 vestry of the debtor corporation, correct?

9 MR. PETROCCHI: Objection, form.

10 A. I don't have knowledge of that.

11 BY MR. GAITHER:

12 Q. Take a look at Exhibit 5. These are dated

13 2001.

14 MR. GAITHER: Can you mark that 6?

15 THE REPORTER: Sure.

16 (Exhibit 6 marked.)

17 BY MR. GAITHER:

18 Q. I've handed you what's been marked as

19 Exhibit 6. What is this document?

20 A. These are the bylaws of the church which

21 were governing the church when I became the rector.

22 Q. Is it your -- is it Non-Debtor All Saints'

23 position that these bylaws superseded the bylaws

24 marked as Exhibit 5?

25 A. Yes.

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1 D. Pigeon

2 debtor's vestry?

3 A. We did not authorize.

4 Q. And so what is the basis for that

5 contention?

6 A. That we are the All Saints. They are not

7 able to do so.

8 Q. So clarify for me again. When did the

9 vestry that was validly elected at the January 2009

10 debtor annual parish meeting cease to be the vestry

11 of the debtor?

12 MR. PETROCCHI: Objection, form.

13 THE WITNESS: Can you read back the

14 question to me?

15 THE REPORTER: Can you restate the

16 question because there was something I needed to

17 clarify as well.

18 MR. GAITHER: Sure.

19 THE REPORTER: When did the vestry

20 that was validly elected at the January 2009...

21 BY MR. GAITHER:

22 Q. ...annual parish meeting, when did that

23 vestry cease being the debtor's vestry?

24 MR. PETROCCHI: Objection, form.

25 A. I believe I answered this prior. And so I

Page 55

1 D. Pigeon

2 Q. So it's your testimony here today that

3 these bylaws marked as Exhibit 6 are the bylaws of

4 the debtor corporation?

5 A. Correct.

6 Q. Did the congregants of the debtor

7 corporation vote on these bylaws?

8 A. I wasn't present, but I would have assumed

9 that they would have.

10 Q. But you don't have personal knowledge of

11 that, correct?

12 A. I do not.

13 Q. So you can't testify that there was a vote

14 of the members of the debtor corporation, correct?

15 A. It may be recorded in the annual meeting

16 minutes or in the minutes of the vestry.

17 Q. But you don't know the answer to my

18 question, do you?

19 A. I was not present.

20 Q. Have you reviewed any records of the

21 debtor corporation that reflect such a vote?

22 A. No.

23 Q. Does Non-Debtor All Saints contend that

24 the Chapter 11 bankruptcy filing by the debtor

25 corporation was not properly authorized by the

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1 D. Pigeon

2 don't have a particular date. That would have come

3 and been a responsibility of the diocesan office.

4 So when the diocesan office recognized the vestry,

5 that would have been the date.

6 BY MR. GAITHER:

7 Q. And is there a document that reflects that

8 recognition?

9 A. Not one that I could point to.

10 Q. So how is that recognition expressed to

11 the debtor's vestry?

12 A. It's expressed in seating them at the

13 convention and giving them an invitation recognizing

14 their delegates at the convention.

15 Q. So the only action that was taken to

16 unseat the vestry that was elected at the

17 January 2009 annual parish meeting was the bishop

18 failing to seat them at the general convention?

19 A. That would have been the indicating sign.

20 Whether there was something else that the diocesan

21 office did, I do not know.

22 Q. When was the date of the convention you

23 just referenced?

24 A. The convention always takes place in

25 November.

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1 D. Pigeon
 2 Q. Is that a diocesan convention?
 3 A. It is.
 4 Q. And so the first convention after
 5 January 2009 would have been November 2009?
 6 A. Correct.
 7 Q. As the president of the debtor
 8 corporation, you're aware that as of 2008, the
 9 vestry members all served three-year terms, correct?
 10 A. Uh-huh.
 11 Q. And so as of January 2009, there was a
 12 vestry consisting of 15 members, correct?
 13 A. Of whom?
 14 Q. Of the debtor corporation.
 15 MR. PETROCCHI: Objection, form.
 16 A. I don't have personal knowledge of the
 17 number that they had.
 18 BY MR. GAITHER:
 19 Q. But you do understand they served
 20 three-year terms?
 21 A. Yes, but you could do it on 12, too.
 22 Q. I thought you were in control of the
 23 debtor corporation -- I thought Non-Debtor All
 24 Saints was in control of the debtor corporation as
 25 of -- was it as of 2009? Was that your testimony?

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1 D. Pigeon
 2 Let's go off the record.
 3 MR. SHARPE: About how long do you
 4 want to break?
 5 MR. GAITHER: Come back at 12:00?
 6 MR. SHARPE: Come back at 12, yeah.
 7 (Recess taken 11:48 a.m. - 11:57
 8 a.m.)
 9 BY MR. GAITHER:
 10 Q. Father Pigeon, can you take a look at
 11 Exhibit 2?
 12 A. Exhibit 2.
 13 Q. In the first paragraph of Exhibit 2, you
 14 reference your examination of official records of
 15 the All Saints Corporation. What records did you
 16 review before you signed this declaration?
 17 A. I would understand that to have been the
 18 bylaws that I -- was part of the church when I
 19 became the rector.
 20 Q. What other records did you review?
 21 A. Those would have been the only records I
 22 would have taken the time to review.
 23 Q. So when you say in paragraph 4 that the
 24 vacancies on the vestry were filled, you didn't look
 25 at any documents that reflected that action?

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1 D. Pigeon
 2 A. Yes.
 3 Q. And despite the fact that you were
 4 allegedly in control of the debtor corporation, you
 5 can't tell me how many members were on the vestry at
 6 the time?
 7 A. The number of vestry members on Non-Debtor
 8 All Saints when I became the rector, I believe,
 9 was -- I'd have to double-check. I want to say 12.
 10 Q. Does Non-Debtor All Saints dispute that
 11 there were two bodies purporting to be the vestry of
 12 the debtor corporation during 2009?
 13 MR. PETROCCHI: Objection, form.
 14 A. We don't dispute that another body was
 15 claiming to be All Saints Episcopal vestry.
 16 BY MR. GAITHER:
 17 Q. And you don't dispute that that body had
 18 been elected at the January 2009 annual parish
 19 meeting of the debtor, correct?
 20 A. That's correct.
 21 MR. GAITHER: Why don't we take a
 22 short break. I don't know how much more I have. It
 23 might make sense to do a break and then maybe come
 24 back and clean up anything that might need to be
 25 done.

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1 D. Pigeon
 2 A. That's based upon what I was -- understood
 3 and told by -- but not based upon a particular
 4 document that I would point to. But I would assume
 5 they would be in the minutes.
 6 Q. So paragraph 4 was based on what you were
 7 told by someone else?
 8 A. Correct.
 9 Q. In paragraph 3, you state that the Jambor
 10 faction broke away from and rebelled against the
 11 Episcopal Diocese of Fort Worth.
 12 What evidence do you have of that
 13 statement?
 14 A. The evidence is that they were not
 15 recognized by the diocesan bishop nor seated at the
 16 convention.
 17 THE REPORTER: Can you repeat that
 18 statement?
 19 THE WITNESS: They were not
 20 recognized by the diocesan bishop nor seated at the
 21 convention.
 22 BY MR. GAITHER:
 23 Q. And how does that reflect them breaking
 24 away from the Episcopal Diocese of Fort Worth?
 25 A. Because if you're not recognized by the

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1 D. Pigeon

2 bishop, you are not recognized as a constituent

3 member of the diocese.

4 Q. But that was an action taken by the

5 bishop, right, not by Father Jambor's faction,

6 correct?

7 A. Well, their action resulted in those

8 events.

9 Q. What actions were those?

10 A. Not staying in communion with the diocesan

11 bishop.

12 Q. What evidence is there that the debtor

13 corporation or the Jambor faction took any action to

14 leave the Episcopal Diocese of Fort Worth?

15 A. Other than what I've stated, I wouldn't

16 have any other personal information.

17 Q. So the members of All Saints' Episcopal

18 Church didn't vote to leave the Episcopal Diocese of

19 Fort Worth, correct?

20 A. Did Debtor All Saints vote to leave the

21 Episcopal diocese of Fort Worth? Whether they did

22 that or not, I don't know.

23 Q. Isn't it true that what happened is a

24 minority of the All Saints congregation left and

25 created a new congregation?

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1 D. Pigeon

2 A. Their – Debtor All Saint's decision to

3 disassociate from the Episcopal Diocese of Fort

4 Worth.

5 Q. Tell me what evidence there is that the

6 debtor took a decision to disassociate from the

7 Episcopal Diocese of Fort Worth.

8 A. The evidence would be that they were no

9 longer recognizing the seated bishop at that time.

10 Q. And what evidence is there of that fact?

11 A. I would say it was self-evident.

12 Q. Does the debtor corporation have

13 employees?

14 A. We do.

15 Q. Who are those employees?

16 A. Myself, an organist, and a few contracted

17 people.

18 Q. So it's your testimony that you are

19 employed by All Saints' Episcopal Church, a Texas

20 nonprofit corporation?

21 A. Correct.

22 Q. Do you take a salary from that entity?

23 A. I do.

24 Q. Do you report your payroll taxes to the

25 federal government on behalf of that entity?

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1 D. Pigeon

2 MR. PETROCCHI: Objection, form.

3 A. I would disagree.

4 BY MR. GAITHER:

5 Q. Do you disagree that certain members of

6 your congregation resigned their position on the

7 debtor's board of directors?

8 MR. PETROCCHI: Objection, form.

9 A. They were no longer active members of that

10 vestry.

11 BY MR. GAITHER:

12 Q. So you don't dispute that they resigned

13 their position on the vestry?

14 MR. PETROCCHI: Objection, form.

15 A. I wasn't there, so I don't know what they

16 actually said or what they submitted.

17 BY MR. GAITHER:

18 Q. But based on that lack of knowledge, you

19 don't dispute the fact that they resigned, correct?

20 MR. PETROCCHI: Objection, form.

21 A. They were no longer actively attending

22 those meetings.

23 BY MR. GAITHER:

24 Q. And what caused them to stop attending the

25 meetings?

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1 D. Pigeon

2 A. Yes.

3 Q. Have you produced those records to us in

4 this litigation?

5 MR. PETROCCHI: I don't know that

6 you've asked for them.

7 MR. GAITHER: I think we asked for

8 W-3s.

9 MR. PETROCCHI: Yeah, I think we

10 objected to that, did we not?

11 I'm not sure that we have any, but we

12 objected to divulging the personal information, or

13 at least I intended to.

14 MR. GAITHER: I mean, yeah, we

15 don't – you can redact them. I'm just trying to

16 figure out what TIN they're filing under.

17 MR. PETROCCHI: I will tell you, just

18 for the purpose of advancing the deposition, I

19 believe that they are under the diocesan TIN, but I

20 don't know that. I'll confirm for you. We don't

21 have a problem disclosing that information.

22 BY MR. GAITHER:

23 Q. Non-Debtor All Saints has sued the debtor

24 entity in state court, correct?

25 A. We are in litigation, yes.

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1 D. Pigeon

2 Q. If you control the debtor corporation, why

3 would you sue it?

4 MR. PETROCCHI: Objection, form.

5 A. We do not have active control over certain

6 monies and properties. So that would be the reason.

7 BY MR. GAITHER:

8 Q. So I guess I'm confused by your answer.

9 Do you or do you not control the debtor corporation?

10 A. We control – do we control the debtor

11 corporation. The debtor corporation is actively

12 holding our property.

13 Q. That's not really the question I asked.

14 Do you or do you not control the debtor corporation

15 at present?

16 A. The people who are claiming to be the

17 corporation, who is also sumamed the debtor, we do

18 not control.

19 THE REPORTER: I'm sorry. You're

20 trailing off. The people who are claiming to be the

21 corporation...

22 A. ...who claim to be the corporation, also

23 called the debtor, I don't absolutely control.

24 BY MR. GAITHER:

25 Q. Tell me all the reasons Non-Debtor All

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1 D. Pigeon

2 A. In the gathering of them?

3 Q. (Nods head.)

4 A. We worked to gather as complete a copy of

5 those minutes within the constrained time to comply

6 and give as complete a record as we could manage.

7 Q. Okay. And at least since you were with

8 the parish, as those minutes were prepared, did you

9 have any involvement in the meetings and the

10 preparation of those minutes?

11 A. Yes.

12 MR. PETROCCHI: All right. I'll pass

13 the witness.

14 MR. GAITHER: Just one more clean-up

15 question.

16 FURTHER EXAMINATION

17 BY MR. GAITHER:

18 Q. You mentioned gathering documents in

19 response to our document request. Did Non-Debtor

20 All Saints discard or destroy any documents in the

21 context of that document search?

22 A. In our document search?

23 Q. Yes.

24 A. No.

25 Q. Isn't it true that you recently discarded

Page 67

1 D. Pigeon

2 Saints thinks that this bankruptcy case should be

3 dismissed.

4 MR. PETROCCHI: Objection, form.

5 A. Because the recognized vestry under the

6 diocesan bishop is the legitimate corporation or

7 continuing body of All Saints' Episcopal Church.

8 BY MR. GAITHER:

9 Q. Is that the sole reason Non-Debtor All

10 Saints believes the case should be dismissed?

11 MR. PETROCCHI: Objection, form.

12 A. I think, yes.

13 MR. GAITHER: I think that's all the

14 questions I have.

15 EXAMINATION

16 BY MR. PETROCCHI:

17 Q. I would like to clear up one thing, just

18 to make sure that I understood something on the

19 record.

20 Father, there were a great number of

21 monthly minutes of the vestry that were produced in

22 connection with this matter, were there not?

23 A. Yes.

24 Q. What was your involvement in those

25 minutes?

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1 D. Pigeon

2 several boxes of documents that had previously been

3 produced to you by the debtor?

4 A. We discarded boxes which, having been

5 reviewed, were of dates which were no longer deemed

6 pertinent to this lawsuit.

7 Q. What – what dates were those?

8 A. It would be, like, in the 1970s and '80s

9 and –

10 Q. And what type of information was contained

11 in those boxes?

12 A. They were listed as being vestry minutes.

13 Q. So it's your testimony that Non-Debtor All

14 Saints discarded vestry minutes after receiving a

15 document request in this case?

16 MR. PETROCCHI: Objection, form.

17 A. The documents were reviewed by a person

18 who is on the legal team, who said that they were

19 not pertinent.

20 BY MR. GAITHER:

21 Q. How many boxes were discarded?

22 A. I would say 15. Something like 15, maybe.

23 Q. And do you know the time period for the

24 vestry minutes that those boxes covered?

25 A. I would say that they were between 1970 to

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1 D. Pigeon
 2 the 19 early '90s, maybe.
 3 Q. And in addition to the bankruptcy,
 4 Non-Debtor All Saints is engaged in other litigation
 5 with the debtor, right?
 6 THE REPORTER: I'm sorry. Can you
 7 repeat that?
 8 BY MR. GAITHER:
 9 Q. In addition to the bankruptcy case,
 10 Non-Debtor All Saints and the debtor are engaged in
 11 other litigation as well, correct?
 12 A. Non-Debtor All Saints is only engaged in
 13 this litigation.
 14 Q. Isn't it true that there's pending
 15 litigation in State court between the parties?
 16 A. Can you tell me what you're referring to?
 17 MR. PETROCCHI: I don't think he
 18 understands the question. Maybe if you could give
 19 him more background.
 20 BY MR. GAITHER:
 21 Q. Prior to the bankruptcy being filed,
 22 weren't there lawsuits pending between our side and
 23 your side?
 24 A. The one that was resolved by the State
 25 Supreme Court?

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1 D. Pigeon
 2 pertinent to the litigation.
 3 BY MR. GAITHER:
 4 Q. Did you keep a record of what was
 5 discarded?
 6 A. No.
 7 Q. So the only way we would know what was
 8 discarded is by your testimony, correct?
 9 A. That's correct.
 10 MR. GAITHER: I think we're done.
 11 MR. PETROCCHI: Can we take a break
 12 and let me ask him a couple of questions?
 13 (Recess taken 12:15 p.m. - 12:18
 14 p.m.)
 15 MR. PETROCCHI: Other than
 16 agreements, I have no further questions at this
 17 time.
 18 MR. GAITHER: Okay. Let's just state
 19 for the record our agreement that Father Pigeon's
 20 deposition today served as both his deposition in
 21 his individual capacity and as the designated
 22 representative of the Non-Debtor All Saints.
 23 MR. PETROCCHI: He was the designated
 24 representative of the Non-Debtor unincorporated
 25 association as noticed, yes, I agree.

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1 D. Pigeon
 2 Q. That was one of them. Are you not aware
 3 of another pending lawsuit between the parties?
 4 A. I might be if I was told what it is.
 5 Q. I'll represent to you that there's pending
 6 litigation in the 17th District Court of Tarrant
 7 County between Non-Debtor All Saints and the group
 8 we've been referring to as the debtor. Are you not
 9 aware of that litigation?
 10 A. I am only aware of the litigation that
 11 we're engaged in right now. That's what I know.
 12 Q. My question to you ultimately is, what
 13 steps did you take to ensure that the documents that
 14 were discarded were not relevant to any pending
 15 dispute between our side and your side?
 16 A. A representative from the legal team –
 17 MR. PETROCCHI: Don't go into what
 18 your legal counsel may have told you, okay?
 19 BY MR. GAITHER:
 20 Q. You can't answer that question without
 21 divulging privileged communication?
 22 MR. PETROCCHI: If you can answer the
 23 question without going into what your attorneys told
 24 you, then you can answer the question.
 25 A. I was merely assured that they weren't

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1 D. Pigeon
 2 MR. GAITHER: Okay. I think that's
 3 it.
 4 MR. PETROCCHI: Okay. Thank you,
 5 gentlemen.
 6 (Deposition concluded at 12:18 p.m.)
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1 IN THE UNITED STATES BANKRUPTCY COURT
 2 FOR THE NORTHERN DISTRICT OF TEXAS
 3 FORT WORTH DIVISION
 4
 5 IN RE: §
 § CHAPTER 11
 6 ALL SAINTS EPISCOPAL §
 CHURCH § CASE NO. 21-42461-11-ELM
 7 §
 DEBTOR §

8
 9 REPORTER'S CERTIFICATION
 FATHER DARRYL PIGEON
 10 INDIVIDUALLY AND AS DESIGNATED REPRESENTATIVE
 OF ALL SAINTS EPISCOPAL CHURCH, AN UNINCORPORATED
 11 NON-PROFIT RELIGIOUS ASSOCIATION IN UNION
 WITH THE EPISCOPAL DIOCESE OF FORT WORTH
 12 ("NON-DEBTOR ALL SAINTS")
 NOVEMBER 22, 2021

13
 14 I, Janice K. McMoran, RDR, CRR, TCCR,
 15 and Certified Shorthand Reporter in and for the
 16 State of Texas, hereby certify to the following:
 17 That the witness, FATHER DARRYL PIGEON,
 18 Individually and as Designated Representative as noted
 19 above, was duly sworn by the officer and that the
 20 transcript of the oral deposition is a true record of
 21 the testimony given by the witness;
 22 I further certify that pursuant to
 23 Federal Rules of Civil Procedure, Rule 30(e)(1)(A) and
 24 (B) as well as Rule 30(e)(2), that review of the
 25 transcript and signature of the deponent:

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1 _X_ was requested by the deponent or
 2 a party before the completion of the deposition and is
 3 to be returned within 30 days from date of
 4 receipt of the transcript if returned, the
 5 attached Errata contains any changes and the
 6 reasons therefor;
 7 _____ was not requested by the deponent
 8 or a party before the completion of the deposition.
 9 I further certify that I am neither
 10 counsel for, related to, nor employed by any of the
 11 parties or attorneys to the action in which this
 12 proceeding was taken. Further, I am not a
 13 relative or employee of any attorney of record in
 14 this cause, nor am I financially or otherwise
 15 interested in the outcome of the action.
 16 Subscribed and sworn to on this the 23rd day
 17 of November, 2021.
 18
 19 _____
 20 JANICE K. McMORAN, RDR, CRR, TCRR
 21 Texas CSR #1959
 22 Expiration Date: 2/28/23
 23
 24
 25

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1 ACKNOWLEDGMENT OF DEPONENT
 2
 3 I, FATHER DARRYL PIGEON, do hereby certify
 4 that I have read the foregoing pages, and that the
 5 same is a correct transcription of the answers given
 6 by me to the questions therein propounded, except for
 7 the corrections or changes in form or substance, if
 8 any, noted in the attached Errata Sheet.
 9
 10
 11 _____
 12 FATHER DARRYL PIGEON DATE
 13
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1 ERRATA SHEET
 2 Case Name:
 3 Deposition Date:
 4 Deponent:
 5 Pg. No. Now Reads Should Read Reason
 6 _____
 7 _____
 8 _____
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 18 _____
 19 _____
 20
 21 _____
 Signature of Deponent
 22 SUBSCRIBED AND SWORN BEFORE ME
 23 THIS ____ DAY OF _____, 2021.
 24 _____
 25 (Notary Public) MY COMMISSION EXPIRES: _____

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EXHIBIT N

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CORPORATE REPRESENTATIVE OF FORT WORTH DIOCESE

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RYAN REED

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE: ALL SAINTS) CHAPTER 11
EPISCOPAL CHURCH) CASE E NO.
DEBTOR) 21-42461-11-ELM

ORAL DEPOSITION OF

RYAN REED

30(b)(6) REPRESENTATIVE OF

EPISCOPAL DIOCESE OF FORT WORTH

NOVEMBER 23, 2021

ORAL DEPOSITION OF RYAN REED, produced as a witness
at the instance of the Debtor and Debtor-In-Possession,
and duly sworn, was taken remotely in the above-styled
and numbered cause on the 23rd day of November, 2021,
from 11:04 a.m. to 1:06 p.m., before Julie C. Brandt,
RMR, CRR, and CSR in and for the State of Texas,
reported by machine shorthand at Sharpe & Rector, P.C.,
6100 Western Place, Suite 1000, Fort Worth, Texas,
pursuant to the Federal Rules of Civil Procedure.

JOB NO.: 203051

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 24 ALSO PRESENT:
 25 Father Chris Jambor

Page 4

1 RYAN REED
 2 P R O C E E D I N G S
 3 RYAN REED,
 4 having been first duly sworn, testified as follows:
 5 EXAMINATION
 6 BY MR. BUNCHER:
 7 Q. Full your name, sir?
 8 A. Ryan Spencer Reed.
 9 Q. And you're the bishop of the Episcopal Diocese
 10 of Fort Worth. Is that correct?
 11 A. Yes, sir.
 12 Q. And if I say "EDFW," you know what I'm talking
 13 about. Right?
 14 A. I do.
 15 Q. How long have you been the bishop for EDFW?
 16 A. I was consecrated September 21st of 1999 and
 17 took office as the diocese on January 1st of 2020. So
 18 that would be 23 months, roughly.
 19 Q. What does it mean to be consecrated?
 20 A. To be ordained as a bishop, as opposed to a
 21 priest or deacon.
 22 Q. Okay. Were you a priest before --
 23 A. I was.
 24 Q. -- before you were a bishop?
 25 A. I was.

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 2 Q. And have you given a deposition before?
 3 A. First time.
 4 Q. Okay. It's important for me to finish my
 5 question before you start talking, because she can't
 6 type both of us at the same time. Okay?
 7 A. Understood.
 8 Q. All right. What did you do before becoming
 9 bishop of EDFW on January 1, 2020?
 10 A. I was the dean of St. Vincent's cathedral,
 11 dating back to June 1 of 2002, and that church is in the
 12 Diocese of Fort Worth.
 13 Q. Where is it located?
 14 A. Bedford, Texas.
 15 Q. So you were dean. What is a dean?
 16 A. A cathedral is designated as the bishop's
 17 church, home church. The rector of a cathedral's title
 18 is dean. In our diocese, it functioned like a church,
 19 but it housed the bishop's chair.
 20 Q. And that was Bishop Iker?
 21 A. Yes, sir.
 22 Q. Okay. And how long was he the bishop of EDFW?
 23 A. Since I believe it was April of '94. So I
 24 would have to say 26 years.
 25 Q. All right.

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1 RYAN REED

2 A. Just short of.

3 Q. Did he retire?

4 A. He did.

5 Q. And then you took his position?

6 A. Yes, sir.

7 Q. And you were dean of St. Vincent's cathedral

8 when the EDFW broke away from the Episcopal Church.

9 Correct?

10 A. Yes, sir.

11 Q. All right. And when the EDFW broke away from

12 the Episcopal Church, do the parishes and missions

13 underneath that diocese go with the diocese?

14 A. The parishes and the missions were represented

15 at that convention, at both conventions, and they were

16 the ones that decided to leave general convention of the

17 Episcopal Church.

18 Q. All right. Who attends the convention you're

19 referring to on behalf of the individual parishes?

20 A. Elected delegates and seated clergy of the

21 parish.

22 Q. Okay. And am I correct that there was a vote

23 taken to -- whether to break away or not?

24 A. Yes, sir.

25 Q. And a majority of the delegates and other

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1 RYAN REED

2 looked at those numbers a long time.

3 Q. So at the time of the breakaway by the EDFW,

4 you were the dean of St. Vincent's cathedral. Correct?

5 A. Yes, sir.

6 Q. And Bishop Iker's office was located at that

7 cathedral?

8 A. No, sir.

9 Q. Okay. You said something about the bishop

10 having some relationship with that cathedral. What --

11 could you describe that, please?

12 A. Well, it depends on the diocese, but sometimes

13 cathedral's house the bishop, his staff and its office.

14 In our case, back in 2001-ish we had a big capital

15 campaign and built a diocese and office on the west side

16 of town. St. Vincent's was the procathedral for a

17 number of years until convention elected and made it the

18 cathedral.

19 Q. All right.

20 A. So the chair of the bishop is at the

21 cathedral, but not necessarily his office.

22 Q. Even though a majority of the delegates and

23 other clergy that voted to break away at this convention

24 in November 1998 -- is that the right date?

25 A. November 2008.

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1 RYAN REED

2 representatives of the parishes voted in favor of

3 breaking away?

4 A. Yes, sir.

5 Q. Is that correct?

6 A. Sorry. Yes, sir.

7 Q. How many church -- how many parishes or

8 missions, cathedrals are in the EDFW?

9 A. There's 56. At that time somewhere around

10 that number, maybe 58.

11 Q. And then how many individuals would have been

12 at this convention, approximately, that voted on the

13 breakaway?

14 A. I could get you those numbers, but it was

15 probably in the neighborhood of 65 to 70 clergy and 125

16 to 135 lay delegates.

17 Q. Are the lay delegates necessarily on the

18 vestry of the churches?

19 A. No, sir. They can be. There's nothing that

20 prohibits them from, but they're elected at an annual

21 parish meeting.

22 Q. All right. If you added up all of the

23 communicants of the 56 parishes, approximately how many

24 people would that be?

25 A. 15,000, 20,000. I don't -- yeah, I have not

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1 RYAN REED

2 Q. I'm sorry.

3 A. It was 2007 and 2008.

4 Q. Okay. Even though a majority of the clergy

5 and delegates at that convention voted for the diocese

6 to break away, it is not the case that necessarily a

7 majority of the individual members of each individual

8 parish wanted to break away. Is that true?

9 MR. PETROCCHI: Objection, form.

10 A. That's true.

11 Q. (BY MR. BUNCHER) And in fact, at All Saints,

12 the vast majority of the members of the church on the

13 rolls of the church did not vote or did not wish to

14 break away from the church. Isn't that true?

15 MR. PETROCCHI: Objection, form.

16 A. There's no way for me to determine that. I

17 mean, I only know secondhand, you know, who wanted to

18 stay or didn't want to stay.

19 Q. (BY MR. BUNCHER) Okay.

20 A. And I couldn't give you numbers.

21 Q. Okay. So if Father Jambor testifies that the

22 vast majority of the members of All Saints wished to

23 remain with the Episcopal Church and not break away, you

24 would have no knowledge to dispute that. Is that

25 correct?

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1 RYAN REED

2 A. I couldn't speak to that since he failed to

3 use a canon that had been adopted at that convention

4 which would allow his church to stay.

5 MR. BUNCHER: All right. Objection,

6 nonresponsive after the answer he gave that he can't

7 dispute it.

8 Q. (BY MR. BUNCHER) What knowledge do you have

9 of the breakaway and the events at All Saints, in

10 particular, from November 2008, say, to the end of 2009?

11 A. This may be a bit of a long answer.

12 The knowledge I have, based on the journal

13 records of convention -- diocesan convention 2009, is

14 that All Saints never missed being seated at a

15 convention. There were Episcopal acts done at All

16 Saints by Bishop Iker that were recorded in that

17 journal. I have been told 168 people left the parish

18 meeting, along with five or so number of vestry members,

19 who had decided they wanted to stay with the diocese.

20 They were exiled from their property. That's about all

21 I know.

22 Q. What journal records are you referring to?

23 A. There is a journal kept, like this, of every

24 convention that's -- for the last 39 years.

25 Q. Okay. Other than what is reflected in the

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1 RYAN REED

2 A. I think the other lawyer -- I'm sorry.

3 Q. It was marked Exhibit 4.

4 A. The things I looked at were what were pointed

5 out yesterday.

6 Q. Okay. You didn't read this --

7 A. No, sir.

8 Q. -- entire exhibit?

9 A. No.

10 Q. Did you know Mr. Brackett was the senior

11 warden at the time this deposition was given?

12 A. I did not, no.

13 Q. Is a senior warden tantamount to the chairman

14 of the board?

15 MR. PETROCCHI: Objection, form.

16 A. They are chosen by the rector to be the

17 rector's warden. So in a sense if the rector is not

18 there, the senior warden could chair a vestry meeting.

19 Q. (BY MR. BUNCHER) But they are a member of the

20 vestry. Correct?

21 A. Yes, sir.

22 Q. And he was on the vestry at All Saints.

23 Right?

24 A. What was the date of that deposition?

25 Q. 2015.

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2 journal of the convention, which is a journal of the

3 diocesan convention. Correct?

4 A. Uh-huh.

5 Q. Is that right?

6 A. Yes. Yes.

7 Q. Have you reviewed any of the vestry minutes or

8 other documents related to All Saints Church itself from

9 November 2008 through the end of 2009?

10 A. I have not.

11 Q. What documents did you review to prepare for

12 this deposition?

13 A. The 2009 journal that I already referenced,

14 the six exhibits that you handed out yesterday, I

15 produced those during the deposition, and then I looked

16 over about two pages of Bishop Iker's deposition given

17 in another case.

18 Q. When did you look at Iker's deposition?

19 A. This morning.

20 Q. Did you review Mr. Brackett's deposition

21 testimony that was marked yesterday?

22 A. I did not review it. I might have -- was it

23 handed out yesterday? Because I skimmed everything you

24 handed out.

25 Q. Yes. It was --

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2 A. I suspect so. I don't know. I was a parish

3 priest or a dean at that time, so I don't know who was

4 serving in all the various vestries.

5 Q. He said he served on the vestry from 2002 to

6 2005. Then he was elected again in 2007 and served

7 until he resigned in 2008 and left the church.

8 Does that sound right to you?

9 A. I couldn't dispute that, no.

10 Q. Do you know Mr. Brackett?

11 A. I have met him in the last three months, four

12 months.

13 Q. He said, at page 35 of his deposition, that

14 about 150 All Saints parishioners left and went with

15 Bishop Iker, and there were approximately 2,000 people

16 on the membership rolls.

17 Do you have any reason to doubt that

18 testimony?

19 A. No.

20 Q. So that's going back to my earlier question,

21 if those are the numbers, a vast majority of the

22 parishioners at All Saints chose not to leave with

23 Bishop Iker. Isn't that true?

24 MR. PETROCCHI: Objection, form.

25 A. If those are the accurate numbers, yes.

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1	RYAN REED	1	RYAN REED
2	follow through with this. And then I got off in the	2	approximately 168 people and five vestry members at All
3	weeds with the lawyer going back and forth.	3	Saints chose to go with Bishop Iker and the diocese. Is
4	Q. Was this Mr. Hill --	4	that correct?
5	A. Yes.	5	A. Chose to stay with the diocese, yes, sir.
6	Q. -- that sent the letter?	6	Q. Yes, sir.
7	A. Sorry. Yes. Yes.	7	And are you aware there were 15 members of the
8	Q. Do you know why All Saints didn't accept the	8	vestry at All Saints?
9	offer to go through the Canon 32 process?	9	A. No, but it wouldn't surprise me. You're
10	A. No, I don't.	10	allowed between six and 15.
11	Q. Had they accepted the offer, is it necessarily	11	Q. Okay. And so if there were 15, five would be
12	the case they would have received their properties?	12	a minority of the vestry. Right?
13	MR. PETROCCHI: Objection, form.	13	A. Uh-huh.
14	A. I would say if you're right that 1,850 people	14	Q. You need to --
15	wanted to stay in the Episcopal Church, absolutely.	15	A. Yes, sir.
16	Trinity in Fort Worth, St. Martin's in Keller and	16	Q. Another ground rule is you need to verbalize
17	St. Luke's in Stephenville all kept their property.	17	your answer so she can take it down.
18	Q. (BY MR. BUNCHER) And when you say they kept	18	A. Yes, sir.
19	their property, did that include their moneys?	19	MR. PETROCCHI: And actually, it might
20	A. Yes.	20	help for both of you if you slowed down in between the
21	Q. And personal property?	21	exchange so that the court reporter --
22	A. Yes.	22	THE WITNESS: Okay.
23	Q. And real property?	23	MR. PETROCCHI: -- has a little bit more
24	A. Yes, sir.	24	time.
25	Q. Okay. You mentioned that, to your knowledge,	25	THE WITNESS: Sorry about that. You can
Page 20		Page 21	
1	RYAN REED	1	RYAN REED
2	put that on the record.	2	A. Yes, sir.
3	MR. WEAVER: I will do this marking here.	3	Q. Are you prepared to testify on each of these
4	We are going to pick up where we left off yesterday, and	4	topics here today?
5	so this is Exhibit 7.	5	A. I could not on number 7, 8. I could most
6	(Exhibit 7 marked.)	6	recently on number 9. I could not on number 10 or 11.
7	MR. BUNCHER: Do you need more than one?	7	I can corporately tell you number 12.
8	MR. PETROCCHI: If you have extras, yeah.	8	Q. What do you mean, corporately tell you number
9	Q. (BY MR. BUNCHER) Do you recognize -- do you	9	12?
10	recognize Exhibit 7 as the Amended Notice of the	10	A. The membership of All Saints Episcopal Church
11	Deposition of the Corporation of the Episcopal Diocese	11	are the folks that gather to worship at Crestline Road.
12	of Fort Worth?	12	Q. Okay. So it looks -- well, are you done
13	A. This was sent to me, I believe.	13	telling me which --
14	Q. All right. And you have been designated as	14	A. Yeah, and the top ones I think I can probably
15	the representative to testify on behalf of the	15	answer.
16	corporation of EDFW?	16	Q. Okay. So --
17	A. Yes, sir.	17	A. I have no idea about 15.
18	Q. And the corporation of the EDFW, how is that	18	Q. And some of these topics you've pointed out
19	different than the EDFW itself?	19	really have to do with the operations and the minutes
20	A. Well, the diocese is an unincorporated	20	and meetings that occurred at the church level, and
21	association, you know, collection of congregations. The	21	you're here on behalf of the diocese or the diocesan
22	property of that -- of the diocese is held in trust by a	22	corporation. Right?
23	corporation.	23	A. Yes, sir.
24	Q. Okay. Let's turn over on that to Exhibit A.	24	Q. And as far as the topics that you outlined
25	Do you see the list of topics for examination?	25	that relate to the church level itself, would you defer

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1 RYAN REED

2 Q. What else did you do to prepare for your

3 deposition?

4 A. I spoke with the lawyers.

5 Q. Okay. Did you speak to anyone else to gain

6 any knowledge to prepare to testify today?

7 A. No, sir.

8 Q. You were present yesterday for all of Father

9 Pigéon's testimony. Yes?

10 A. Yes, sir.

11 Q. Is there anything you can recall from

12 yesterday's testimony by Father Pigéon that you disagree

13 with?

14 A. I don't disagree with anything he said. I

15 think he got confused on these nondebtor/debtor All

16 Saints things, which, you know, I categorically reject,

17 so.

18 Q. Okay. When you say you categorically reject

19 that, I assume that your position is there's only one

20 All Saints Church. Is that right?

21 A. Yes, sir.

22 Q. And that one is the one aligned with the

23 Diocese of Fort Worth?

24 A. Yes, sir.

25 Q. Now your diocese is still called the Episcopal

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1 RYAN REED

2 Q. And am I correct that you do know that the

3 vast majority of the prior members of that church that

4 elected to stay with Father Jambor stayed with the

5 Episcopal Church?

6 MR. PETROCCHI: Objection, form.

7 A. I believe I agree to that. I mean, not

8 knowing the actual numbers.

9 Q. (BY MR. BUNCHER) Okay. When did you first

10 become aware of the existence of the Texas nonprofit

11 corporation called All Saints Episcopal Church that is

12 the debtor in this bankruptcy case?

13 A. Can you repeat that question?

14 Q. When did you first become aware of the

15 existence of the nonprofit corporation called All Saints

16 Episcopal Church that is the debtor in this bankruptcy

17 case?

18 A. Probably during the course of the trial in the

19 141st District, but I only say that because my memory

20 may not be good. I asked Father Jambor in 2003-ish for

21 a copy of the bylaws because we were trying to expand

22 our school into a high school, but when I looked at the

23 bylaws, you know, I looked at the portion on the school,

24 so I really didn't pay attention about anything else.

25 Q. In other words, you didn't pay attention to

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1 RYAN REED

2 Diocese of Fort Worth and these names can get confusing.

3 And just so the Court knows, your diocese is not

4 affiliated with the Episcopal Church anymore. Right?

5 A. Correct.

6 Q. And it hasn't been since November 2008?

7 A. I would say yes, but that may have gone into

8 effect January 1, 2009.

9 Q. Fair enough.

10 And then same question for All Saints

11 Episcopal Church. The All Saints Episcopal Church that

12 you contend is the only All Saints Episcopal Church is

13 not Episcopalian any longer. Is that correct?

14 A. Correct.

15 Q. So it's Episcopal in only name. Is that

16 correct?

17 A. You could say the same about the United

18 Episcopal Missionary Church or the AME Zionist Church,

19 the African Methodist Episcopal Church. They hold the

20 "Episcopal" in their name because they're governed that

21 way. They're just not affiliated with the Episcopal

22 Church in the United States of America.

23 Q. But Father Jambor's church is still affiliated

24 with the Episcopal Church. Correct?

25 A. Yes, sir.

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1 RYAN REED

2 the fact it was a Texas nonprofit corporation?

3 A. Well, I don't think I looked at it. I was

4 looking at how they operated between the church and the

5 school.

6 Q. Now this corporation was not a party to the

7 litigation in the 141st District Court. Are you aware

8 of that?

9 A. Yes, sir.

10 Q. Okay. So what during the trial occurred that

11 causes you to say the first time you heard of the

12 corporation was in the trial of the 141st? Can you

13 recall what it was?

14 A. Not specifically, but I remember the term

15 "corporation" coming up in the trial.

16 Q. And, of course, your diocesan corporation is a

17 corporation, too. Right?

18 A. Yes, sir.

19 Q. You're not confusing that corporation with the

20 All Saints Episcopal Church Texas nonprofit, are you?

21 A. No. No.

22 Q. Okay. So you recall something being mentioned

23 about the nonprofit corporation during the trial, but

24 you don't remember what it is or in what context it

25 would have come up?

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1 RYAN REED

2 it?

3 A. I believe it did. That would be --

4 Q. And where did it -- and what have you seen

5 that indicates that?

6 A. That the Episcopal Diocese of Fort Worth is

7 the Episcopal Diocese of Fort Worth and controls all

8 properties that are part of its corporation.

9 Q. Okay. And in your answer there, you were

10 referring to your corporation. Right?

11 A. Yes, sir.

12 Q. And is that because your corporation is the

13 corporation that's supposed to hold all the properties

14 for the benefit of the individual parishes?

15 A. Yes, sir.

16 Q. Okay. Your corporation, though, never held

17 title to the properties, the four properties that are

18 still in dispute?

19 MR. PETROCCHI: Objection, form.

20 A. I think if you look at the deeds, one of them

21 is probably in the diocese corporation, one is in the

22 corporation of All Saints, and two of them may be in the

23 names of All Saints Parish, but I -- that's what I've

24 heard.

25 Q. (BY MR. BUNCHER) Right.

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1 RYAN REED

2 Q. And at issue in that lawsuit are the four

3 properties that were not resolved by the case in the

4 141st District Court. Right?

5 MR. PETROCCHI: Objection, form.

6 A. Yes.

7 Q. (BY MR. BUNCHER) Tell me, when is the first

8 time the Episcopal Diocese of Fort Worth took any action

9 to exercise control or attempt to exercise control over

10 the Texas nonprofit corporation that's a debtor in the

11 bankruptcy case?

12 A. I don't know of any time that's happened.

13 Q. Okay. And did you or anyone else on behalf of

14 the diocese ever send Father Jambor any correspondence,

15 email, letter saying you are wrongfully exercising

16 control over a Texas nonprofit corporation that belongs

17 to the Fort Worth diocese? Was there ever any such

18 communication?

19 A. I don't know.

20 Q. Have you seen one?

21 A. No.

22 Q. Are you aware that Bishop Iker and

23 Mr. Brackett in 2015 testified -- well, strike that.

24 Is it true, to your knowledge, that the

25 diocese was unaware there was even a Texas nonprofit

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1 RYAN REED

2 So on what basis -- you understand your

3 corporation, along with All Saints Church on your side,

4 has filed a motion to dismiss the bankruptcy case?

5 A. Yes, sir.

6 Q. Okay. Tell me on what basis you contend the

7 bankruptcy should be dismissed.

8 A. The Father Jambor faction has every right to

9 file bankruptcy but not as All Saints Episcopal Church.

10 That's already been decided in terms of an identity

11 question. So he's holding himself out to be something

12 he isn't in this particular court.

13 Q. But no Court has yet determined who has the

14 right to control the corporation, has it?

15 MR. PETROCCHI: Objection to form.

16 A. I'd have to go back and look at the judgment,

17 summary judgment of the 141st. I know because they're

18 refusing to turn over what they've been asked to turn

19 over by the judge, we're now looking at a case in the

20 District 17th Court.

21 Q. (BY MR. BUNCHER) Right. There was a case

22 filed in September of 2021 in the 17th District Court,

23 which actually did name All Saints Episcopal Church, a

24 Texas nonprofit corporation. Right?

25 A. Yes, sir.

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1 RYAN REED

2 corporation at All Saints for some period of years after

3 2009?

4 A. After 2009?

5 Q. Yes, sir.

6 A. I don't know.

7 Q. Would Bishop Iker know better than you since

8 he was the bishop at the time?

9 A. Probably.

10 Q. Are you aware that the debtor corporation has

11 its own federal tax identification number?

12 A. I believe that was discussed yesterday. So if

13 I am, it's from yesterday.

14 Q. All right.

15 (Exhibit 8 marked.)

16 Q. (BY MR. BUNCHER) Let me show you what's

17 marked Exhibit 8.

18 MR. BUNCHER: Here is another copy.

19 Q. (BY MR. BUNCHER) Have you seen Exhibit 8

20 before? And I will represent to you at the bottom here,

21 the numbers D000376 indicate this is one of the

22 documents the debtor produced to your lawyers. Have you

23 seen this before?

24 A. Yes. I skimmed over everything that was sent.

25 I don't remember --

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1 RYAN REED

2 Q. This is something we produced to you.

3 A. Okay.

4 Q. Not -- so have you reviewed the documents we

5 produced?

6 A. I opened them and looked at them.

7 Q. Okay.

8 A. And I'm not a CPA.

9 Q. So you notice this is a Frost Bank document up

10 in the top left corner?

11 A. Uh-huh.

12 Q. Yes?

13 A. Yes.

14 Q. And it's account holder All Saints Episcopal

15 Church debtor-in-possession and then the case number for

16 the bankruptcy.

17 Do you see that?

18 A. Yes, sir.

19 Q. And do you see on the right-hand side of the

20 box at the top it says ownership type, corporation?

21 A. Uh-huh. Yes, sir.

22 Q. All right. And I'll represent to you when a

23 company files bankruptcy, they have to designate all of

24 their bank accounts with the debtor-in-possession

25 language, and so this was done, and you see the date

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1 RYAN REED

2 (Exhibit 9 marked.)

3 Q. (BY MR. BUNCHER) Let me show you now what's

4 marked Exhibit 9. This is a similar document to the one

5 I just showed you, except this one is signed by Nancy

6 Bracket, Senior Warden.

7 Do you see that?

8 A. Yes, sir.

9 Q. Is this the All Saints Church that's part of

10 your diocese?

11 A. Yes, sir.

12 Q. Okay. And what's the -- you see there's a

13 different federal tax ID on that. Correct?

14 A. I do.

15 Q. So at least as far as the federal government

16 is concerned, these are two different taxable entities,

17 aren't they?

18 MR. PETROCCHI: Objection, form.

19 A. I would suspect so, but --

20 Q. (BY MR. BUNCHER) Are you aware of any way the

21 same entity can get two different tax identification

22 numbers unless they're committing tax fraud?

23 A. No. I'm not a tax guy either.

24 Q. And you see the date is July 26, 2011, on this

25 document. Correct?

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1 RYAN REED

2 November 1, 2021?

3 A. Yes, sir.

4 Q. And it's signed by Father Jambor.

5 Do you see that?

6 A. Yes, sir.

7 Q. And do you see the tax ID number in the middle

8 of the page 75-094580?

9 A. Yes, sir.

10 Q. To your knowledge, has the All Saints Church

11 that's part of your diocese ever used that federal tax

12 identification number?

13 A. I wouldn't have that knowledge.

14 Q. Okay.

15 A. I wouldn't doubt it.

16 Q. You wouldn't doubt what?

17 A. The way we're set up, there's an umbrella tax

18 ID number the diocese has that churches can use or they

19 can file for their own.

20 Q. Okay.

21 A. I will say that I don't recognize these

22 officers as All Saints Episcopal Church, which is at the

23 top here.

24 MR. BUNCHER: Move to strike,

25 nonresponsive.

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1 RYAN REED

2 A. Yes, sir.

3 Q. That's two years after the breakaway, isn't

4 it?

5 A. Yes, almost.

6 Q. So apparently the people over at the All

7 Saints Church that's under your diocese, they never

8 insisted that our people relinquish control of the

9 federal tax ID number to them apparently. Right?

10 A. I would assume so. I have no idea what

11 correspondence happened between January 1 of 2009 and

12 this date.

13 Q. Well, you're not aware of any correspondence

14 from the diocese telling Father Jambor or any of the

15 vestry members to turn over the corporation or its

16 federal tax ID, are you?

17 A. I am not aware.

18 (Exhibit 10 marked.)

19 Q. (BY MR. BUNCHER) I marked Exhibit 10.

20 MR. PETROCCHI: Oh, I'm sorry.

21 MR. BUNCHER: Extra copies.

22 Q. (BY MR. BUNCHER) Is this yet another Frost

23 Bank document in the name of All Saints Episcopal Church

24 signed by William Brackett, Senior Warden?

25 A. Yes, sir.

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1 RYAN REED

2 Q. And this was --

3 A. Well --

4 Q. And this is dated October 25, 2019. Correct?

5 A. Yes, sir.

6 Q. And so this is a document related to a bank

7 account for the church that's under your diocese.

8 Right?

9 A. Yes, sir.

10 Q. And, again, it's the same federal tax ID

11 number as the previous exhibit. Right?

12 A. Yes, sir.

13 Q. And not the tax ID number of the debtor

14 corporation that's the debtor in this bankruptcy.

15 Correct?

16 A. Correct.

17 Q. And so as late as 2019, the church under your

18 diocese is still operating with a separate federal tax

19 ID from the debtor corporation involved in the

20 bankruptcy. Right?

21 MR. PETROCCHI: Objection, form.

22 A. Yes, sir.

23 Q. (BY MR. BUNCHER) Looking at both Exhibits 9

24 and 10, which are the bank account records for the All

25 Saints Church that's part of your diocese, under the box

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1 RYAN REED

2 don't know if that was whatever was on file with the

3 State or it was simply bylaws adopted by the parish.

4 Q. Okay.

5 (Exhibit 11 marked.)

6 Q. (BY MR. BUNCHER) I show you what's marked

7 Exhibit 11, which are copies of the Texas Secretary of

8 State's file for All Saints Episcopal Church, a Texas

9 nonprofit corporation.

10 Have you seen these records before?

11 A. They do not look familiar to me.

12 Q. If you notice at the very back, there are the

13 Articles of Incorporation for the debtor which were

14 marked as an exhibit yesterday.

15 A. Okay. How far back are we?

16 Q. Keep going there.

17 A. Starting here?

18 Q. Yes, sir.

19 Other than those articles that you saw in the

20 exhibits from yesterday, have you seen any of the other

21 filings with the Texas Secretary of State?

22 A. No, sir.

23 MR. BUNCHER: This is probably a good

24 time to take a break. I have misplaced the articles

25 that were marked yesterday, so I need to find those.

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1 RYAN REED

2 on the top right where it says ownership type, what does

3 it say?

4 A. Association or club.

5 Q. So both of those bank account records for your

6 church say association or club. They do not say

7 corporation, do they?

8 A. No.

9 Q. Okay. Do you know when the debtor corporation

10 got its tax identification number originally?

11 A. I could estimate it would have been in the

12 '70s or '80s based on the number.

13 Q. Have you reviewed the records on file with the

14 Texas Secretary of State related to the debtor

15 corporation?

16 A. Is that the same as the bylaws that were

17 distributed yesterday?

18 Q. I don't know if the bylaws are on file with

19 the Texas Secretary of State, but I'm asking have you

20 reviewed the records on file with the Texas Secretary of

21 State for All Saints Episcopal Church, a Texas nonprofit

22 corporation?

23 A. I'd have to answer I don't know. I've seen

24 something that pointed out the -- as I mentioned

25 earlier, the address of the church, but that's -- and I

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1 RYAN REED

2 (Break from 11:57 a.m. to you 12:08 p.m.)

3 Q. (BY MR. BUNCHER) All right. We're back on

4 the record. We were looking at -- what's the exhibit

5 number?

6 MR. PETROCCHI: 3, I believe.

7 Q. (BY MR. BUNCHER) The exhibit right there, the

8 Texas Secretary of State records, which exhibit number

9 is that?

10 A. 11.

11 Q. All right. We were looking at Exhibit 11.

12 You saw another portion of that, I believe you said you

13 wanted to say you had seen before?

14 A. In some email I remember seeing this page,

15 because I've referenced it a couple of times about the

16 official address being 5001 Crestline Road, and that's

17 where I saw this.

18 Q. Okay. Do you see on the first page with the

19 Texas Secretary of State, Lynne Waltman is the

20 registered agent?

21 Do you see that?

22 A. Yes, sir.

23 Q. Do you know who Lynne Waltman is?

24 A. I do not.

25 Q. And then the second page is a periodic report

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1 RYAN REED
 2 filed on October 15, 2012.
 3 Do you see that?
 4 A. October 15, yes.
 5 Q. Yes.
 6 And then the second page of that report, do
 7 you recognize the signature?
 8 A. I don't, but I would assume it's Father
 9 Jambor's.
 10 Q. Okay. So the most recent filing with the
 11 Texas Secretary of State, this 2012 periodic report, was
 12 a filing by Father Jambor. Is that correct?
 13 A. Yes, sir.
 14 Q. And if you look at the next page, it lists the
 15 directors of the corporation.
 16 Do you see that?
 17 A. Yes, sir.
 18 Q. And none of those people are people with the
 19 church that is part of your diocese. Correct?
 20 A. Correct.
 21 Q. All right. So from looking at the Texas
 22 Secretary of State records, it does not appear that the
 23 church that is part of your diocese has taken any action
 24 since 2009 to file anything with the Texas Secretary of
 25 State indicating that they are now in control of this

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1 RYAN REED
 2 maintaining the worship of God and the preaching of the
 3 gospel according to the doctrine, discipline and worship
 4 of the Protestant Episcopal Church in the United States
 5 of America in conformity with the constitution and
 6 canons of its general convention and of the Diocese of
 7 Dallas.
 8 Did I read that correctly?
 9 A. Yes, sir.
 10 Q. The church that is part of your diocese is not
 11 in conformity with the constitution and canons of the
 12 general convention of the Protestant Episcopal Church in
 13 the United States of America, is it?
 14 A. No.
 15 MR. PETROCCHI: Objection, form.
 16 A. No, it's not.
 17 Q. (BY MR. BUNCHER) Is it in conformity with the
 18 canons and general convention of the Diocese of Dallas?
 19 A. No.
 20 Q. Is it in conformity with the constitution and
 21 canons of the general convention of the Diocese of Fort
 22 Worth?
 23 A. Yes.
 24 Q. And why is it not in conformity with the
 25 constitution and canons of the Diocese of Dallas?

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1 RYAN REED
 2 corporation. Is that --
 3 A. I couldn't dispute that, no.
 4 Q. Okay. And the last page -- or the last few
 5 pages of this are the Articles of Incorporation which
 6 had previously been marked Exhibit 3. It does not
 7 appear from Exhibit 11 that any amendments were ever
 8 made to these Articles of Incorporation. Correct?
 9 A. I would guess so, just based on what we talked
 10 about yesterday.
 11 Q. Right.
 12 And in Article 2 of these Articles of
 13 Incorporation on the first page, is that where you were
 14 referring to the fact that it referenced not only the
 15 Protestant Episcopal Church in the United States but
 16 also the Diocese of Dallas?
 17 A. Yes, sir.
 18 Q. At the time of these Articles of
 19 Incorporation, which were back in I believe it was 1953,
 20 this church was part of the Diocese of Dallas, was it
 21 not?
 22 A. There was no Diocese of Fort Worth.
 23 Q. And Article 2 says, The purpose for which the
 24 corporation is formed is religious, that is to say, to
 25 associate ourselves together for the purpose of

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1 RYAN REED
 2 A. A canonical process was followed to create a
 3 Diocese of Fort Worth.
 4 Q. Was there a similar breakaway that occurred at
 5 the Dallas diocese as the Fort Worth diocese?
 6 A. Not that I'm aware of.
 7 Q. Okay. So the Dallas diocese is still with the
 8 Episcopalian Church?
 9 A. Yes, sir. I would say there were individual
 10 churches that left, but not the diocese.
 11 Q. And of the 56 parishes in your diocese, how
 12 many of those went with the bishop in the Fort Worth
 13 diocese?
 14 A. All of them but three.
 15 Q. And what three were those?
 16 A. St. Stephen -- St. Luke's in Stephenville,
 17 sorry, Trinity in Fort Worth, and St. Martin's in
 18 Keller.
 19 Q. Now is it your -- I think you testified
 20 earlier when I asked you what the basis of your
 21 contention is that your church and diocese should be in
 22 control of the debtor corporation, and I believe you
 23 said it's because the vestry that your church elected is
 24 the vestry under the bylaws that should be in control of
 25 the corporation. Is that correct?

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1 RYAN REED
 2 along with your departure from the national church?
 3 And that's where he mentions Canon 32.
 4 Is this one of the pages you looked at or --
 5 A. It was a little past this, but --
 6 Q. Okay.
 7 A. I think they're beginning to move towards
 8 that, yes.
 9 Q. Okay. And then question on line 13: Did you
 10 learn sometime just prior to or during the split that
 11 the vestry at All Saints had decided not to go with your
 12 departure or your diocese's departure?
 13 And he answered: Yes, sir. They wrote me a
 14 letter.
 15 Do you see that?
 16 A. Yes, sir.
 17 Q. And then he was asked: Did you have the power
 18 to disband the vestry?
 19 And he says: I did not disband the
 20 vestry.
 21 A. Uh-huh.
 22 Q. Is that what he said?
 23 A. Yes, sir.
 24 Q. And that vestry he's talking about is the
 25 vestry that Father Jambor is a part of. Right?

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1 RYAN REED
 2 His answer was: Well, I have no objection to
 3 their vote to remain in the Episcopal Church.
 4 Did I read that correctly?
 5 A. Yes, sir.
 6 Q. So doesn't it appear to you that Father --
 7 excuse me -- that Bishop Iker has testified that this
 8 vestry that Father Jambor is a part of has never been
 9 unseated from the church?
 10 MR. PETROCCHI: Objection, form.
 11 A. I think that issue is what was being litigated
 12 at the time. I mean, I don't know what he was thinking.
 13 Q. (BY MR. BUNCHER) Are you aware of any action
 14 ever taken by the diocese to unseat the vestry at All
 15 Saints, the debtor corporation?
 16 A. No.
 17 (Exhibit 13 marked.)
 18 Q. (BY MR. BUNCHER) Let me show you what's
 19 marked Exhibit 13. These are vestry minutes of
 20 August 25, 2009, from the All Saints Church that's part
 21 of your diocese. Have you seen these before?
 22 A. No, sir.
 23 Q. If you look at the last page, there's an
 24 August 30, 2009 letter from the vestry of your All
 25 Saints Church to Father Jambor.

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1 RYAN REED
 2 MR. PETROCCHI: Objection, form.
 3 A. At this point I would assume, yes.
 4 Q. (BY MR. BUNCHER) And --
 5 A. I don't know what he was thinking.
 6 Q. -- then he was asked on line 24: Do you have
 7 the power to say, Hey, vestry, you're disbanded? You're
 8 unseated?
 9 And he said: I would not see that as an
 10 option. I mean, it's happened that bishops in the
 11 Episcopal Church have taken those kind of actions
 12 against vestry, but that's over.
 13 And then on line 10 he said: It never
 14 occurred to me.
 15 Question: Has it as of today occurred to you?
 16 Answer: No.
 17 And as of today, you've never attempted to
 18 disband that vestry at All Saints?
 19 Answer: No.
 20 And, accordingly, you have no challenge to the
 21 legality of the actions of the vestry of All Saints, do
 22 you?
 23 He says: On what?
 24 And question: On any of the property issues
 25 we're here about.

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1 RYAN REED
 2 Do you see that?
 3 A. Yes, sir.
 4 Q. And do you recall Father Pigéon yesterday
 5 testifying about a certified letter having been sent?
 6 A. Yes, sir.
 7 Q. And the record will reflect what he testified
 8 to, but my recollection was he said something along the
 9 lines that a certified letter was sent to let Father
 10 Jambor know that they were no longer the vestry. Is
 11 that what you recall him testifying to?
 12 A. No, sir, I don't recall that specific last
 13 phrase.
 14 Q. Do you recall what he said about the certified
 15 letter?
 16 A. I remember he said a certified letter was
 17 sent. I just -- there was a lot --
 18 Q. Okay.
 19 A. -- of stuff yesterday.
 20 Q. This letter says, Dear Father Jambor, we write
 21 in response to your letter of August 17, 2009. It is
 22 our belief and contention, however, that we remain
 23 constituent members of All Saints Episcopal Church Fort
 24 Worth in the Episcopal Diocese of Fort Worth and we
 25 intend to remain so.

RYAN REED

REPORTER'S CERTIFICATE

The undersigned Certified Shorthand Reporter licensed in the State of Texas does hereby certify:

I am authorized to administer oaths or affirmations, and prior to being examined, the witness was duly administered an oath by me.

I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

I am the deposition officer who stenographically recorded the testimony in the foregoing deposition, and the foregoing transcript is a true record of the testimony given by the witness.

Before completion of the deposition, review of the transcript [X] was [] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

In witness whereof, I have subscribed my name this 24th day of November, 2021.

Julie C. Brandt

Julie C. Brandt, CSR, RMR, CRR
TX CSR No. 4018, Exp. 10/31/23

EXHIBIT O

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REPORTER'S RECORD

VOLUME 1 OF 1

Cause No. 141-252083-11

THE EPISCOPAL CHURCH,	X	IN THE DISTRICT COURT
et al	X	
	X	
Plaintiff,	X	
	X	
VS.	X	141ST JUDICIAL DISTRICT
	X	
FRANKLIN SALAZAR, et al	X	
	X	
Defendants.	X	TARRANT COUNTY, TEXAS

--*-*-*-*-*-*-*-*-*-*-*-*-*-*

HEARING

--*-*-*-*-*-*-*-*-*-*-*-*-*-*

BE IT REMEMBERED that on the 10th day of June, 2015, the following proceedings came on to be heard in the above-entitled and -numbered cause before the Honorable John P. Chupp, judge presiding, held in Fort Worth, Tarrant County, Texas.

The proceedings were reported by machine shorthand.

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A P P E A R A N C E S (Continued)

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P R O C E E D I N G S

(Wednesday, June 10, 2015, 9:55 a.m.)

THE COURT: Who's up first?

MR. HILL: I believe the plaintiff's motion is first.

THE COURT: Plaintiff's summary judgment?

MR. HILL: Yes.

THE COURT: Do we need to hear objections and whatnot?

MR. TOBEY: Your Honor, plaintiffs have filed objections based on the Court's prior rulings. We know the Court has read them and probably doesn't need argument on them.

THE COURT: Okay.

MR. TOBEY: We would just like to tender them to you and request a ruling, and we have an order that you've already received.

THE COURT: Okay.

MR. TOBEY: Thank you, Your Honor.

THE COURT: All right.
So we are looking at plaintiff's supplemental motion for partial summary judgment?

MR. HILL: We are, Your Honor.

THE COURT: All right. Let me pull

1 that up here. Okay. Got it.

2 MR. HILL: May it please the Court.
3 Your Honor, I'm Frank Hill representing Plaintiff, All
4 Saints Episcopal Church. If it please the Court, let
5 me address several comments to the first portion of
6 our motion, and then if I may, I'll let Mr. Tobey
7 address the second portion of the motion.

8 We are here, Your Honor, at a time when
9 some anomalies exist and have arisen. The Court may
10 recall that back in February at a hearing Your Honor
11 queried defense counsel as to whether anyone there
12 represented any entity or group that claimed to be All
13 Saints Episcopal Church. At that time they said no,
14 and I think that was a good-faith mistake on their
15 part. I don't attribute it to ill-will or bad purpose
16 in that, they simply didn't know because, frankly,
17 they had not asserted anything on behalf of the small
18 group that left our church, All Saints Episcopal
19 Church.

20 As I understand it now, they contend
21 that the small group that left All Saints Episcopal
22 Church in Fort Worth is a congregation calling itself
23 All Saints, and that it should and does claim some
24 right to some property. That's to clarify for the
25 Court, Your Honor, I think, what has happened here.

1 Our client, All Saints Episcopal Church
2 of Fort Worth, of course from day one, has always said
3 that we are the real and beneficial owners of all of
4 the real estate here in question today.

5 Secondly, perhaps anomaly that has
6 occurred, is that since our last hearing, which I
7 think was in February, substantive hearing, some more
8 depositions have been taken. We asked for the
9 deposition of Mr. Will Bracken, the designated
10 representative of what the small group congregation
11 claims to be All Saints Episcopal.

12 We asked for that designated
13 representative and Mr. Bracken's deposition was taken.
14 And among other things, which I'll discuss in just a
15 moment, Mr. Bracken for the first time relinquished
16 any claims to get more property.

17 Your Honor may recall that in Bishop
18 Iker's deposition, the portion I took, he had already
19 stated that they made no claim on All Saints Episcopal
20 Church's school property. It has never been a part of
21 the dispute. They conceded that in Bishop Iker's
22 deposition.

23 They did dispute and continue to
24 dispute and claim ownership of certain other things,
25 but when the designated representative testified, he

1 relinquished claims to all but two, and those are, of
2 course, the church itself and the old rectory across
3 the street.

4 The next anomaly thing that I --
5 anomalous thing I'd like to tender for the Court's
6 consideration is, curiously enough, I think I'm
7 correct in telling Your Honor that All Saints now say
8 that somebody is holding in trust this property for
9 the benefit of All Saints Episcopal Church.

10 THE COURT: Which property?

11 MR. HILL: The two remaining pieces,
12 the church and the rectory, everything else is gone.
13 They have relinquished claims on everything else.

14 THE COURT: Is that right?

15 MR. BRISTER: Yes.

16 THE COURT: Okay.

17 MR. BRISTER: We are here only on those
18 two.

19 MR. HILL: But the anomalous part of
20 that, Your Honor, is that the defendants say that they
21 hold it in trust for All Saints Episcopal Church, and
22 of course our position is that that property is held
23 in trust for All Saints Episcopal Church, and we are
24 All Saints Episcopal Church, and the only one, and
25 that given the Court's prior rulings is assuming that

1 Bishop Iker's expression of the corporate entity, that
2 is your ruling as of today, we say they cannot hold it
3 in trust for All Saints Episcopal Church, because it's
4 a conflict of interest, which they have admitted in
5 deposition. And I'll invite the Court's attention to
6 that in a moment.

7 But just to be certain that this is
8 clear, back in December they had filed a document, and
9 which I showed to the Court last time with a chart on
10 it, and in that document they stated that they contend
11 that they hold legal title in trust for All Saints
12 Episcopal Church. It was, in our judgment, much of an
13 afterthought that they came up with the notion that
14 the small group that left All Saints Episcopal Church
15 should be given the status of congregation and that
16 somehow should be interpreted as meaning All Saints
17 Episcopal Church, which of course would be in dispute.

18 Now, with that said, Your Honor, for
19 me, the logical beginning point in the substantive
20 discussion lies in a quick review of the Masterson
21 opinion, which the Court remembers was the companion
22 case to our case before the Texas Supreme Court. As I
23 read Masterson, it's a little bit of a road guide, if
24 you will, or a road map inviting and telling us and
25 the Court how we address these issues.

1 And in the Masterson opinion, and I
2 will remind the Court respectfully that the Supreme
3 Court made very clear that the Episcopal Church is a
4 hierarchical church, that is no longer up for debate.
5 In the Masterson opinion, it says, quote, "Under the
6 neutral principles methodology, ownership of disputed
7 property is determined by applying generally
8 applicable law and legal principles. That application
9 will usually include considering evidence such as
10 deeds to the property, terms of the local church
11 charter, including articles of incorporation and
12 bylaws, if any, and relevant provisions of governing
13 documents of the general church."

14 Now, I raise that first because we have
15 in our motion considered those things, including
16 governing documents and Canons and the like of the
17 Church, the Episcopal Church and our church, All
18 Saints, and our Parish. And if I'm understanding
19 defense reaction to that in part they say, well, this
20 is your argument to deference again.

21 Well, Masterson tells us that we should
22 look at those things in making decisions; deeds,
23 things like corporate charters, articles of
24 corporations, which articles are before you as part of
25 the summary judgment record, and other Canons and

1 Rules of the church as may be necessary to determine
2 the property issues.

3 My take on that, if I may respectfully
4 submit it for the Court's consideration, is that the
5 Court is faced with the somewhat problematical issue
6 of, well, when do I look at Canons and when do I look
7 at church-governing documents and when do I not.
8 Masterson says you have to do that insofar as it is
9 necessary to determine property issues.

10 And in Masterson, a couple of pages
11 later, the Court goes on to say, "We recognize the
12 differences between ecclesiastical and
13 nonecclesiastical issues will not always be
14 distinguished, and that many disputes of the type
15 before us will require Courts to analyze church
16 documents and organizational structures to some
17 degree."

18 So we know that, at least in a limited
19 way, you are authorized and probably directed to
20 consider some of the church documents, as well as
21 deeds and the like. And Masterson clearly repeats
22 what has been the law at least since the Jones
23 decision from the United States Supreme Court that in
24 implementing a neutral principles inquiry, the Court
25 must bear in mind that you may bump into an

1 ecclesiastical question, which you, of course, are
2 forbidden constitutionally to answer, but you may not.

3 And in our case today, you really don't
4 have to bump into that constitutional issue, and
5 indeed if you did, I think it certainly would be a
6 reversible error.

7 Now, since Masterson has given us this
8 road map, a couple of things that we should be looking
9 at, I would then turn our attention and invite the
10 Court's attention to the first portion of our motion
11 for summary judgment. And I'm hoping that the Court
12 has had time to read that, and in it the Court, I'm
13 sure, has noticed that we quote, somewhat extensively,
14 from several depositions.

15 Now, Your Honor carved out the All
16 Saints matter from the other more general motion for
17 summary judgment, as you recall from the separate
18 hearing, and my memory is in part because some of
19 these deposition quotations were brought by me to the
20 Court's attention at the time, and you decided that we
21 needed to address All Saints' situation differently,
22 and indeed it is different. It's different in its
23 deeds, it's different in its makeup and structure,
24 and then, frankly, in what has happened here and how
25 the defendants themselves have treated it.

1 So since both sides apparently agree
2 that someone is holding in trust the legal title for
3 the use and benefit of All Saints Episcopal Church,
4 then, obviously, who is All Saints Episcopal Church.
5 So I inquired extensively of Bishop Iker in his
6 deposition about that very point.

7 Who is it that Bishop Iker says that
8 his side is holding legal title in trust for, and for
9 whom does Bishop Iker say that his side is holding
10 legal title in trust. He stated unequivocally and
11 repeatedly it is for our Church, All Saints Episcopal
12 Church. I pressed on that multiple times and said in
13 effect, now you are talking about our church, the one
14 that you just testified about, the one whose vestry
15 you said acted legitimately in deciding to stay and
16 with the Episcopal Church. He repeatedly said, yes,
17 that is the All Saints Episcopal Church he is talking
18 about, and that's the church that he said his side was
19 holding title in trust for.

20 Now, if the Court -- when the Court
21 can, it needs to look further at these quotations.
22 One, the first one we cite is when I asked Bishop
23 Iker, "You've always conceded that All Saints
24 Episcopal Church stayed with the National Church and
25 opted not to go with your diocese, true?" He

1 answered, "Yes."

2 He admitted that the duly elected
3 vestry of our church, plaintiff All Saints Episcopal
4 Church, legitimately acted in determining that it
5 would remain part of the Episcopal Church, and would
6 quote that testimony here on page one of our motion,
7 which -- and I said, "So far as purposes of this
8 lawsuit, you've always conceded that All Saints
9 Episcopal Church stayed with the National Church and
10 opted not to go with your diocese, true?"

11 Answer, "Yes."

12 "And that's your position today?"

13 Answer, "Yes."

14 I asked him, "And while you may not
15 like it today, you have respected that decision, and
16 you don't challenge the decision of our vestry at All
17 Saints to stay with the National Church; is that
18 true?"

19 He answers, "I mean, I respect the
20 right of the vestry to make their own decisions, yes."

21 THE COURT: Let's make sure we're being
22 clear, though. When you say Church, are you talking
23 about the building or are we talking about the group
24 of people?

25 MR. HILL: The church entity itself.

1 Our parish is, in fact, that's clear, because I was
2 talking about the dynamic parts of it, the vestry and
3 its actions, there is no lack of clarity about that.

4 THE COURT: I guess what I'm asking is,
5 I mean, obviously he can't make the people go to a
6 different church or a different national organization,
7 let's say. Is he commenting on that or is he
8 commenting on the actual building?

9 MR. HILL: He's not talking about the
10 building.

11 THE COURT: Okay. Well, then of course
12 they can go wherever they want to.

13 MR. HILL: Yes, Your Honor.

14 THE COURT: Okay.

15 MR. HILL: But the point is that he
16 admitted repeatedly that that was the entity, the
17 entity for whom he said his side was holding deed or
18 legal title in trust for.

19 THE COURT: But I already made that
20 ruling and it went to the Supreme Court and they
21 overturned it.

22 MR. HILL: No.

23 THE COURT: The ruling I thought I made
24 was that somebody can hold the property, but they have
25 to hold it in trust for these people here. I think

1 they had to hold it in trust for the Episcopal Church
2 of the United States, is what I ruled, and the Supreme
3 Court overturned.

4 MR. HILL: No, Your Honor, the Court,
5 first of all, only sent it back to be tested by
6 neutral principles --

7 THE COURT: Okay.

8 MR. HILL: -- so we're testing it now
9 for offense by neutral principles, and it is
10 impossible legally for Bishop Iker to say that his
11 side owns legal title in trust for All Saints
12 Episcopal Church if he once concedes that All Saints
13 Episcopal Church is the one he's talking about here,
14 because you see, Your Honor, they say it doesn't mean
15 All Saints Episcopal Church. It means the smaller
16 part of the congregation that left All Saints. You
17 ought to read it as congregation, effectively, and he
18 has repeatedly disavowed that position in his
19 deposition and admitted that there's only one All
20 Saints Episcopal Church, its vestry acted
21 appropriately, it stayed with the National Church, and
22 he doesn't dispute that. He doesn't contest it.

23 So why is that so important? Because
24 he admits in his deposition testimony that there would
25 be a conflict of interest where he holds his group is

1 holding it in trust for All Saints Episcopal Church,
2 the plaintiff, because he says I have nothing to do
3 with the Episcopal Church, and I have no duty to it.

4 Perhaps, even more importantly,
5 however, the chairperson of the corporate board is a
6 part of what Your Honor has said is the dioceses. He
7 sat on that -- he has been the president of that board
8 for many, many years. He testified expressly, when I
9 took his deposition, that his group cannot hold legal
10 title in trust for All Saints Episcopal Church because
11 there would be a conflict of interest. He says it
12 bigger than Dallas, very, very clear. The only
13 argument that they belatedly come up with is, well,
14 that really must not mean the Church, although Bishop
15 Iker said it did repeatedly in his deposition. It
16 must mean the small fraction that split out of our
17 Church called the congregation.

18 I would urge the Court to read
19 carefully these quotations, because these quotations
20 from Bishop Iker answer your question very
21 emphatically and very clear that his testimony was --
22 never mentioned any kind of congregation, small or
23 large. He said he always, under both, was testifying
24 that his entity was holding in trust the legal title
25 for All Saints Episcopal Church that we identified

1 very clearly and repeatedly in that. And that's what
2 he cannot do, they cannot do, because there's a
3 conflict of interest. Obviously there is, because of
4 the mere fact that litigation exists.

5 Now, when we took the deposition of the
6 designated representative of the small group that left
7 All Saints Episcopal Church, Mr. Will Bracken, not
8 only did he say for the first time, well, we're
9 relinquishing any claims, we only claim an interest in
10 the church and the rectory. That was the first time
11 so far as we all know that they had said that, and
12 they've since filed pleadings admitting that's the
13 case, and you've heard counsel today say they're only
14 claiming interest in the two, the church and the
15 rectory.

16 Mr. Bracken also testified; however,
17 that he was a member of our vestry back at the time
18 that the decision was being made that we would remain
19 with the National Church, and he said that the
20 majority of the vestry made that decision. Bear in
21 mind that Bishop Iker has already told us he has no
22 quarrel with the legitimacy of that decision. He
23 testified nobody forced him out of that vestry, that
24 he resigned, and a few minority members resigned,
25 because they disagreed with the decision to remain.

1 It's not a matter of coercion. He testified and
2 Bishop Iker has testified, as we quoted in our motion,
3 that the action -- and this is something Masterson
4 mandated us all to look at, the transactional action
5 that took place was by a vestry which was the legal
6 representative of the congregation and therefore its
7 agent, and it made that decision. Mr. Bracken had
8 been a member of that vestry, but since Masterson
9 teaches us that we must look at those moving parts, it
10 is now undisputed that the vestry of All Saints
11 Episcopal Church acted legitimately, that's
12 uncontested, it decided to stay with the National
13 Church, and with -- and I mean no disrespect, but the
14 small group that left, frankly, has no standing to
15 assert anything, and it is admitted by Bishop Iker
16 that these two pieces of property are being -- the
17 legal owner is holding them in trust for All Saints
18 Episcopal Church, our client.

19 Now, curiously, I suppose it makes
20 sense that they cling to claims for the Church itself,
21 which, of course, is the dearest to all of us, I'm
22 sure. But curiously enough, that deed, as Mr. Tobey
23 will describe in a moment, expressly says that it
24 could be held in trust for the Episcopal Church,
25 express trust, and I would respectfully submit to Your

1 Honor that the Court doesn't have the power to change
2 that. The Court can't simply disregard that deed.

3 And so they're faced with the problem
4 of saying that their corporate board, which they say
5 has nothing to do with the Episcopal Church and which
6 they say is in conflict with the Episcopal Church, and
7 yet they claim they're holding the legal title in
8 trust for the Episcopal Church.

9 THE COURT: They can't hold the title
10 for the small group?

11 MR. HILL: No.

12 THE COURT: Okay.

13 MR. HILL: No, they can't, because the
14 deed has an express trust saying it has to be held in
15 trust for the Episcopal Church.

16 THE COURT: Right, but maybe the small
17 group thinks they're they Episcopal Church.

18 MR. HILL: They don't claim that.

19 THE COURT: Oh.

20 MR. HILL: The small group doesn't
21 claim that.

22 THE COURT: I mean, that's the position
23 we were in last time when I ruled for the smaller
24 group, which was y'all. Because y'all were smaller,
25 y'all lost the vote, and I ruled in your favor, and

1 the Supreme Court said, no, that wasn't right. So I
2 can -- go ahead.

3 MR. HILL: They don't claim to be the
4 Episcopal church. The small group that left All
5 Saints claims to be the congregation of All Saints,
6 not the National Church.

7 THE COURT: Right.

8 MR. HILL: It's undisputed that the
9 deed says that it can be held in trust for the
10 Episcopal Church.

11 THE COURT: But it said that before,
12 and that went to the Supreme Court and lost.

13 MR. HILL: No, Your Honor, it was not
14 raised or tested under -- before the Supreme Court
15 under the neutral principles theory.

16 THE COURT: But if that's what we're
17 doing, I've already made that ruling on all the other
18 churches. If that's the issue, I've already made this
19 ruling on every other church, if it's just the neutral
20 principles.

21 MR. HILL: No, respectfully, Your
22 Honor --

23 THE COURT: Okay.

24 MR. HILL: -- this deed is -- has been
25 presented to you discretely and separately with our

1 motion. You have not ruled on that under the doctrine
2 of neutral principles. You didn't rule on that in the
3 earlier ruling, and indeed you were told in the
4 earlier ruling that they didn't represent All Saints.

5 THE COURT: Okay.

6 MR. HILL: And so, with that, if I may,
7 Your Honor, I'll invite Mr. Tobey to address the rest
8 of our motion.

9 THE COURT: Okay.

10 MR. HILL: Thank you for hearing it.

11 MR. TOBEY: May I approach, Your Honor.

12 THE COURT: Sure.

13 MR. TOBEY: And we have already given a
14 copy to the other side as well.

15 THE COURT: Okay. Great.

16 MR. TOBEY: My portion, Your Honor, is
17 to address the two specific properties still at issue.

18 May it please the Court, as an opening
19 matter, plaintiffs obviously do not waive the global
20 arguments that Your Honor has already ruled on, but we
21 recognize and respect those rulings. So our intent
22 today is without waiving those other arguments as they
23 may apply to All Saints, we want to take them as given
24 based on what you did before.

25 The idea that defendants represent the

1 diocese and were able to take the diocese from the
2 Episcopal Church with their property, the idea that
3 the votes and votes on disaffiliation and the Court's
4 ability to decide who is the Episcopal Diocese and
5 which side can represent that, we'll take that all
6 that as given, Your Honor, today, and what we would
7 like to submit, and Mr. Hill started with this, is
8 that if you apply the same analysis that you applied
9 in your first judgment to this part, which the Court
10 wisely carved out, that will render a verdict -- a
11 judgment in favor of plaintiffs.

12 And the reason is now that we as
13 plaintiffs, Plaintiff All Saints, stands in the same
14 shoes that defendants did before. Defendants were a
15 majority faction that wanted to disassociate from the
16 larger Episcopal Church with their property, and their
17 argument was there is a freedom to associate, there's
18 also a freedom to disassociate.

19 We followed the rules of the
20 unincorporated association, those rules were silent on
21 disaffiliation, we took a vote, the vote said
22 disaffiliate, we disaffiliated with our property. So
23 that is the standing that they came in on.

24 THE COURT: But who has the property?

25 MR. TOBEY: Well, so right now the

1 two properties --

2 THE COURT: Well, what I mean is legal
3 title to it.

4 MR. TOBEY: Okay. Legal title to both
5 properties, it's undisputed, is in the corporation,
6 the diocesan corporation, which we will take as given
7 based on your prior ruling, is under the control of
8 the defendants.

9 But, and this goes to the point that
10 you raised earlier, Your Honor, defendants admit that
11 Canon 18.2 of the Diocesan Canons -- Constitution and
12 Canons creates an enforceable trust under neutral
13 principles of law, they admit that. And that trust, I
14 gave you a document that reads Canon 18 --

15 THE COURT: Okay. Just real quick. So
16 I'm not going to make a ruling if I rule in your favor
17 saying that you have title to the property somehow.
18 I'm just going to have to make a ruling that says that
19 they have to hold it in trust for your people.

20 MR. TOBEY: What we specifically moved
21 for, Your Honor, is under Texas Property Code Chapter
22 113, Sections 82 and 83. If you rule that the
23 diocesan corporation controlled by defendants is
24 holding the property in trust for the same All Saints
25 Episcopal Church, 1700 people represented by

1 plaintiffs that has always been there, then under
2 Texas Property Code 113, you would remove them as
3 trustee of that trust and appoint a successor trustee.

4 THE COURT: But they would still have
5 legal title to it.

6 MR. TOBEY: No, Your Honor, because
7 legal title is synonymous with being the trustee,
8 that's black letter law in Texas.

9 THE COURT: Okay.

10 MR. TOBEY: So the Texas Property Code
11 has a remedy for this. There is now a dispute.
12 Defendants cannot be the trustees for plaintiffs; our
13 interests are adverse, there's case law we've pointed
14 you to --

15 THE COURT: But they could be trustees
16 for the small group.

17 MR. TOBEY: Yes, but the small group is
18 not legally entitled. And I'll go straight to that,
19 Your Honor.

20 THE COURT: Okay.

21 MR. TOBEY: So it says real property
22 acquired for the use of a particular Parish, capital
23 P, is held in trust by the corporation for the use and
24 benefit of such Parish. So the question is: Who is
25 the particular Parish. Well, All Saints Parish,

1 Parish is the legal entity, the unincorporated
2 association, it properly disaffiliated from the
3 diocese, just like the diocese in your ruling
4 disaffiliated from the Episcopal Church, the Parish,
5 the entity, disaffiliated from the Diocese.

6 Now, there is no rule that prevents
7 them from doing that, we'll talk about Canon 32 in a
8 second, that's what they cited to, but no rule
9 prevents the Parish from voting through its legal
10 representatives to disaffiliate. We have statements
11 from Bishop Iker, his own words audio recorded at a
12 meeting, where he says there is nothing in our
13 Constitution and Canons that would require a vote of
14 the entire congregation except the election of the
15 vestry, the vestry is the legal representative of the
16 Parish.

17 The vestry voted by majority vote to
18 disaffiliate. It just so happens that 80 percent of
19 the congregation agreed, but that's not legally
20 relevant. It may be atmospherically relevant, but the
21 legal representatives voted to disaffiliate the
22 parish. It is no longer a part of the diocese. The
23 only rule they can point to to say, hey, you can't do
24 that, is this Canon 32.

25 And what they're trying to tell the

1 Court is Canon 32 is a mandatory procedure for
2 Parishes that wish to disaffiliate. But I handed you
3 a document, Your Honor, called Canon 32, and what it
4 says is, and it's the opening sentence, and you also
5 have the full text below that, "In the case of a
6 controversy between a Parish and the Diocese, the
7 rector of the Parish and the majority of the members
8 of the vestry may petition the Bishop to invoke the
9 Canon 32 process." It's a permissive passage.

10 Now, their response in their papers,
11 Your Honor, is well, "may" can also mean mandatory.
12 But here is what they told the Texas Supreme Court in
13 this very case. This is defendants writing to the
14 Texas Supreme Court when we quoted a statute, and
15 incidentally, we did not state the statute was
16 mandatory, but they suggested that was our argument,
17 and this is their words, "Plaintiffs", quote, "use
18 italics or bold type to emphasize almost every word of
19 the statute except the first one, 'may.' Any
20 first-year law student would recognize that these
21 statutes are permissive, not mandatory," period, end
22 quote.

23 Canon 32 is obviously mandatory, Your
24 Honor, because -- I'm sorry -- obviously permissive,
25 Your Honor, because in addition to saying "may," the

1 context is clear, it takes a rector and a majority of
2 the members of the vestry to invoke the procedure. If
3 this were a mandatory procedure that the diocese could
4 impose upon the parish, you wouldn't need a majority
5 of the parish to request it to be activated. You
6 could have nobody on the parish wanting that procedure
7 to be imposed and the diocese would say too bad, it's
8 mandatory.

9 So the plain text of this document says
10 it's a permissive procedure, so there's nothing that
11 would stop a vestry from -- I mean, a vestry of a
12 parish from disassociating the parish. The other
13 argument that they make, Your Honor, about the trust
14 is they say, well, Canon 18 says the trust is for a
15 particular Parish, capital P, and they say Parish by
16 definition means a Parish in union with the diocese.
17 Well, you could have said the same thing about
18 Diocese, capital D.

19 THE COURT: What if they revoke the
20 trust?

21 MR. TOBEY: Well, but they haven't,
22 Your Honor.

23 THE COURT: Oh.

24 MR. TOBEY: And they can't, they're not
25 the settlors. This was all accomplished through the

1 1982 transaction, which was the Episcopal Diocese of
2 Dallas transferring legal and beneficial title, but
3 the Diocese of Fort Worth was not the settlors.

4 THE COURT: But didn't the Fort Worth
5 Diocese revoke the trust on all the other buildings
6 that were going to the Episcopal Church of the United
7 States?

8 MR. TOBEY: Okay. Let's be -- yes,
9 Your Honor, let me clarify that.

10 THE COURT: Okay.

11 MR. TOBEY: Under your ruling they did
12 invoke their 1983 -- I'm sorry, 1982 accession to the
13 Dennis Canon. That's a trust clause in the National
14 Canon --

15 THE COURT: Okay.

16 MR. TOBEY: -- and the Episcopal
17 Church, and the Episcopal Diocese of Fort Worth agreed
18 to follow that in 1982. We obviously have argued as
19 to what the dispute is, but you ruled that they
20 properly revoked that trust.

21 This is a different trust. This is a
22 trust that in the diocesan documents that says this
23 property is in trust for the use of a particular
24 Parish.

25 THE COURT: Who can revoke it?

1 MR. TOBEY: Only the settlor, Your
2 Honor.

3 THE COURT: Who is that?

4 MR. TOBEY: Well, that would have been
5 the Diocese of Dallas, I suppose. They were the
6 ones -- or it would have been -- no, I'm sorry, let me
7 correct that. It would have been Bishop -- I'm
8 forgetting the name, but the Bishop at the time of
9 the --

10 THE COURT: In '82.

11 MR. TOBEY: -- the Episcopal Diocese of
12 Dallas. He had legal title.

13 THE COURT: Okay. So he's the only
14 person -- is he with us still?

15 MR. TOBEY: No, he's deceased, and
16 there is Texas case law saying once you're deceased,
17 it's not revocable.

18 THE COURT: Okay.

19 MR. TOBEY: So that does actually
20 settle this, Your Honor, I'm glad we went through
21 that.

22 THE COURT: Yes.

23 MR. TOBEY: He was the -- so when you
24 look at both deeds, legal title was in the Bishop of
25 the Episcopal Diocese of Dallas in 1982, he was the

1 settlor, he was the one that conveyed the property in
2 trust for the particular Parish, and he is now
3 deceased.

4 THE COURT: Okay.

5 MR. TOBEY: So to go back one step,
6 Your Honor, there is really two arguments that we put
7 forth. The first is that the 1947 deed for the
8 sanctuary says that this conveyance, and this is the
9 record title deed on file in Tarrant County, the deed
10 to 5001 Crestline. This is the main church, the most
11 valuable property, it's where the 1700 people who are
12 affiliated with plaintiffs, that's where they worship.
13 The property that the defendants disclaimed are the
14 --that property.

15 It says, "This conveyance, however, is
16 in trust for the use and benefit of the protestant
17 Episcopal Church, comma, within the territorial limits
18 of what is now known as the said diocese of Dallas in
19 the state of Texas."

20 I won't belabor it, Your Honor, because
21 you've heard this argument before, we would submit
22 that as a matter of law there is no basis for
23 disregarding that. The parties' dispute, who is the
24 Episcopal Diocese of Fort Worth, you have resolved
25 that issue for the purposes of this case at this

1 stage; however, there is no dispute over who is the
2 protestant Episcopal Church.

3 The protestant Episcopal Church is a
4 worldwide religious body. The defendants do not claim
5 to be it, they do not claim to be any part of it, so a
6 deed that has an express trust for the protestant
7 Episcopal Church within these territorial limits has
8 to be plaintiffs, the protestant Episcopal Church,
9 there is simply no reading that would get around that
10 fact.

11 The 1984 judgment says on its face that
12 it transfers legal title only. Transfer of legal
13 title as a matter of law does not transfer beneficial
14 title. The settlors of this trust are long dead.
15 There are settlors in the deed, they died a long time
16 ago. This trust is irrevocable, it's in black and
17 white in the deed, no one here has the power to change
18 or revoke the beneficiary.

19 That said, Your Honor, to the extent
20 you are saying I have already thought about this
21 issue, I'm not going to reconsider it, the Canon 18
22 express trust, which is also an irrevocable trust,
23 applies to both properties. It applies to 5001
24 Crestline, which is the historic sanctuary, and it
25 applies to 5003 Dexter, which is the historic rectory.

1 Both of those are in trust for the particular parish.

2 Everybody knows the particular parish
3 in 1947 and 1953 for which this property was acquired
4 was the same continuing plaintiff, All Saints. That
5 parish successfully disaffiliated, just as you found
6 that defendants had the freedom of disaffiliation from
7 the Episcopal Church. The trust remains for them.

8 So, in closing, Your Honor, we simply
9 ask you to enforce the written neutral principles
10 documents that Mr. Hill talked about, the deeds, the
11 church charters. We haven't asked you to address a
12 single ecclesiastical issue. And they say, oh,
13 they're following back on deference. We certainly
14 urge deference. We think the question of who is All
15 Saints is squarely an ecclesiastical issue, but we
16 appreciate your prior rulings. We're not going to
17 rely on that here, other than to preserve it.

18 All we ask you to do is to enforce the
19 neutral principle deeds and to apply the same findings
20 that allow defendants as a majority group to
21 disaffiliate with property. Those same rulings would
22 allow plaintiffs as a majority group to disaffiliate
23 from the diocese with property. We respectfully ask
24 you to remove defendant corporation as trustee under
25 Texas Property Code 113.82 because there is a clear

1 adversity between these parties, and we ask you to
2 appoint All Saints Episcopal Church, the corporation,
3 another Texas civil corporation for whom there is no
4 dispute who is in control of that, we ask you to
5 appoint that entity as successor trustee for the
6 particular parish.

7 And with that, I will reserve any
8 remaining time for any rebuttal the Court wishes to --

9 THE COURT: I didn't know I got to time
10 y'all.

11 MR. TOBEY: Just wanted you to know I'm
12 finished, Your Honor.

13 THE COURT: Okay.

14 MR. BRISTER: Scott Brister with Shelby
15 Sharpe and David Weaver for Defendants.

16 First of all, I wanted to make sure of
17 a format matter. You probably noticed our motion was
18 12 pages and theirs was 153, and at a footnote they
19 suggest that is because you said at the March 20
20 hearing, let's don't do the same global issues, can't
21 we just cut and paste that, so they actually cut and
22 pasted --

23 THE COURT: That's fine.

24 MR. BRISTER: -- and we did not, that's
25 why ours is 12. We just incorporated by reference. I

1 just wanted to make sure on the record we didn't -- if
2 you meant for us to recopy all of that stuff, we can
3 do that, but we just wanted to make sure that
4 incorporation by reference was fine.

5 THE COURT: That is fine with me. I
6 understood what you were doing.

7 MR. BRISTER: There is no unique issue
8 for All Saints. There is not even a petition that
9 says All Saints is different from the other 60
10 churches. Legal titles in the corporation, there is
11 no case where it, you know -- Judge, I mean, there is
12 cases where a trustee is stealing from the trust or
13 something like that, but this is not that case. We've
14 already been up to the Supreme Court and back on that.
15 You've already ruled on that.

16 Legal titles in the corporation, there
17 is no case that says, well, you should just fire them
18 all and pay no attention to those. The Texas Supreme
19 Court said the opposite. They said do -- the
20 corporation is governed by its corporate documents.
21 That's it. Now, the reason we hold it in trust for
22 parishes in union with us to avoid the breach of
23 fiduciary duty and that kind of thing is because the
24 rules say that.

25 I gave you the sheet that looks like

1 this, the two-sided -- probably down on the bottom.

2 THE COURT: Got it.

3 MR. BRISTER: And they quote the front
4 side, 18.2 is correct, real property, it's acquired --
5 it's held by the corporation for the use of a
6 particular Parish, etcetera, and trust and use and
7 benefit of such parish.

8 And then on the back, Canon 31 says any
9 Parish or Mission can form a corporation to use in
10 connection with the administration of its affairs, and
11 then 31.1(a), if organized by a Parish or Mission, any
12 such corporation shall be merely an adjunct or
13 instrumentality of such Parish or Mission. The parish
14 or Mission itself being the body in union with the
15 convention shall not be incorporated.

16 So Parish, capital P, Parish, is used
17 in 25 different Canons and parts of the Constitution.
18 It is not defined and doesn't have to be defined --
19 they say, well, it's not in 18, it doesn't have to be
20 defined in every one. You can put the definition of
21 Parish in one place.

22 So the Parish, capital P, Parish, that
23 it's held for, by definition, the Parish or Mission,
24 capital M, is the body in union with the convention.

25 Now, what happens with the -- no, the

1 incorporated, you are right, Bishop Iker talked about
2 All Saints and All Saints Episcopal Church, both
3 sides, and we'll make it quite clear, we claim to be
4 the same continuing All Saints.

5 There is no governing document, this is
6 an unincorporated association that has no -- there is
7 no constitution, there is no canons, there is no
8 articles of incorporation. It's just an
9 unincorporated association, which is what you can do.
10 Any time three people get together, you can form a
11 bridge club and that's an unincorporated association.
12 What if your bridge club splits? Which one is the
13 real bridge club? It doesn't matter. You don't have
14 to adopt any new rules, you don't have to adopt rules
15 in the first place. Now there are just two groups
16 that call themselves All Saints Episcopal Church, and
17 nobody has trademarked the title, so they both can do
18 that, and that's exactly what it's been for years.

19 But the diocese, this is from 1982,
20 from the -- it's when we started, and the Dallas
21 diocese has one that says the same thing about
22 corporate, it says you can form a corporation, but the
23 Parish is the unincorporated association in union with
24 the convention, and they admit they're not that, and
25 that is us. That's what -- that's the way you avoid

1 having to fire all of the trustees and breach
2 fiduciary duty and all that stuff. The corporation
3 holds it in trust for parishes in union with them, and
4 that is us.

5 Now, with respect to the deed, that is
6 the other one I gave you, and that's -- looks like
7 this. So the first page they left off -- well, they
8 left off the bottom part of the trust. First of all,
9 let me say this exact provision appears in 44 of the
10 church deeds involved in this case.

11 THE COURT: Who read this to be able to
12 type it?

13 MR. BRISTER: Oh, it's not easy to
14 read. I assure you. There are better copies and
15 there's worse copies.

16 THE COURT: Okay.

17 MR. BRISTER: If you expand it enough
18 on PDF you can see it. This is in 44 different deeds.
19 It's not unique to All Saints. It applies to 44
20 others.

21 Now, what happened, was this because
22 this is a sale by Mr. King and Mr. Pen, did 44
23 different owners of property all at once just decide,
24 I want to leave this property in trust for the
25 national church under exactly the same -- no, they

1 didn't. They don't care. If you pay me the money,
2 the seller doesn't care how you take title. You can
3 take title in your kid's name, in a real estate
4 investment trust, any way you want.

5 The reason they took title this way is
6 because the diocese of Dallas on the back page, since
7 1895, Article 16 says the title of all real estate
8 acquired by the church and this diocese, including
9 parishes and missions, as well as institutions,
10 etcetera, shall be vested in the Bishop and its
11 successors in office in trust, and the form of
12 conveyance to be used for this purpose may be
13 described by a Canon. So that's why you have
14 identical trust provisions for the -- in the territory
15 of the diocese of Dallas for 44 properties.

16 Now, who is that in trust for, whose
17 decision was it, that's the diocese decided that. The
18 diocese said this is the way we're going to hold
19 property. The Bishop is going to hold property in
20 trust for the churches.

21 And one more thing, let me give you --
22 so this is the 1984 judgment, which transferred it out
23 of the diocese, you have to get out of the diocese of
24 Dallas. That is the odd thing about their argument,
25 oh, well, this is for our All Saints. Their All

1 Saints is not in the diocese of Dallas. It had to get
2 out of the diocese of Dallas somehow.

3 And what the 1984 judgment did, I just
4 split some parts and they're in paragraph 10, says
5 this duly called convention, the resolution was
6 approved by the assets and liabilities and real
7 property as marked on Exhibit A, you flip over on the
8 back, and there is the resolution, and I'll circle the
9 part in paragraph one, title to all real property,
10 doesn't say legal title or beneficial title, just all
11 title, including real property of the parishes. Now,
12 what title did the parishes have? Beneficial title.
13 They didn't have legal title, the Bishop had it. And
14 it says located in the territory boundaries of the
15 western diocese shall be transferred to the western
16 diocese. So this judgment transferred it to the
17 diocese.

18 What did the diocese do? The diocese
19 adopted the Canon that already said that we're holding
20 it in trust for the capital P, Parish, and the capital
21 P, Parish is the unincorporated association in union
22 with the diocese, and that's us.

23 So this is the reason this is
24 different, is because we have a rule that says, and
25 who established this trust for the Parish, the diocese

1 did. What did the diocese do in 1992 and -- they
2 revoked it numerous times. They said we are not
3 holding this in trust, make no mistake, for the
4 Episcopal Church.

5 The diocese did impose a trust on its
6 own property, as it was entitled to do after division,
7 for the benefit of congregations in union with the
8 defendant convention, and they haven't revoked that
9 one. There is no vote by the All Saints majority of
10 their vestry that can change that, because it's not
11 theirs to change. That's the diocese's trust. This
12 is who we hold it in trust for, and that has not been
13 revoked, and so that's the bottom line.

14 I think that is it. I will just --
15 just briefly -- so this is what the neutral principles
16 is. You look at the deed. You look at the judgment.
17 You look at the rules. That's that. But they say,
18 well, but he said at the deposition, this that --
19 well, first of all, we didn't say any of those things,
20 but more importantly, you know, it's one of those
21 things when you ask them, well, did All Saints do
22 everything right? Well, you know, All Saints vestry
23 is an unincorporated association. People can split
24 anyway they want, but the rule, which is in writing
25 and has been there for 30 years says it's the Parish

1 in union with the Diocese, and that's the folks --
2 that's the folks we represent.

3 And Bishop Iker, whatever he said in
4 his deposition, he said under oath in an affidavit,
5 when the former leaders of the unincorporated All
6 Saints parish chose to enter into union with a new
7 diocese, when they decided to affiliate with this new
8 diocese with the Episcopal Church, that didn't
9 dissolve All Saints Parish, the defendant congregation
10 that formerly met at All Saints continued to meet at a
11 different location under new leadership but remained
12 in union with the convention. Because All Saints
13 Parish has not been dissolved and has not dissolved
14 when it was forced to meet at a different location, it
15 remains the Parish entitled to beneficial use.

16 So, I mean, this is the deal, this is
17 since the start, they've always, you know, well, who's
18 the real parish, and we have to defer and all of that,
19 we have been through all of this, the Court's was
20 instructed to do neutral principles, and neutral
21 principles is what's set up specifically to involve
22 questions like I don't know when an unincorporated
23 association with no rules and no -- I don't know which
24 one is the real Parish. There's no way to figure that
25 out, but that's why you look at the rules and the

1 diocesan rules says it's the one in union, and that's
2 us.

3 That's it, Your Honor, and I'll turn
4 over to if Mr. Weaver or if Mr. Sharpe have anything.

5 MR. SHARPE: Nothing, Your Honor.

6 MR. WEAVER: Your Honor, I would. May
7 it please the Court, very briefly, I'll state that at
8 the last summary judgment hearing I did make the
9 statement that I did not represent All Saints, but the
10 fact of the matter is I discovered that I did, and we
11 have talked about that since then, but I'll just
12 remind the Court that All Saints has been a party to
13 this litigation since December of 2010.

14 THE COURT: Seems like you did let me
15 know somehow. Did you do it in writing or something?

16 MR. WEAVER: No, sir, I think it was at
17 a hearing --

18 THE COURT: At another hearing.

19 MR. WEAVER: -- between now and then,
20 yes.

21 THE COURT: Okay. Yes, I do remember
22 that.

23 MR. TOBEY: Your Honor, may I make
24 three quick rebuttal points.

25 THE COURT: Yeah, help me out with that

1 part about the church being in union with the diocese.

2 MR. TOBEY: Absolutely, Your Honor. So
3 to answer that question first. Neutral principles
4 says you look at the trust clause, you look at the
5 deeds. Canon 18 nowhere says anything about the
6 parish in union with the diocese. We are asking for
7 the Court to enforce the terms of this trust clause as
8 they are written, not to read in words that don't
9 appear.

10 THE COURT: Okay.

11 MR. TOBEY: So they cite you to 21 or
12 so other items in the document where they say Parish
13 can only make sense if it happens to be in union with,
14 and that's true, there are other rules where the
15 Parish is only governed by the diocese if it chooses
16 to remain in union, just like the diocesan and
17 national charters would only make sense when they talk
18 about a diocese if the diocese chooses to remain in
19 union. If it's the Catholic Diocese of Dallas, those
20 documents wouldn't apply. So that was their argument
21 last time, Your Honor, was, well, none of this applies
22 to us because we left.

23 We're making the same argument now.
24 The diocese disassociated, and the reason you know
25 that their textual argument can't be right is they

1 point to all of these other places and say, well, this
2 implies that it's in union, so Parish must mean in
3 union with in Canon 18, but just a few sentences down
4 in the actual Canon that matters, Canon 18 --

5 THE COURT: Shouldn't we not even get
6 to the Canons?

7 MR. TOBEY: Why is that, Your Honor?

8 THE COURT: Well, I don't know. Aren't
9 we doing the deeds and the trusts and --

10 MR. TOBEY: Well, yes, Your Honor, but
11 Mr. Hill was exactly right. You still, under neutral
12 principles, look at church charters if those church
13 charters have property provisions. This is the
14 property provision. It's Canon 18, it's title to
15 property. So just to finish the point, Your Honor,
16 their reading cannot be true. They say Parish,
17 Capital P, means a Parish only in union with their
18 diocese because the very same document talks about --
19 I'm sorry, the very same clause talks about
20 dissolution of a parish shall refer to the actual
21 cessation or operation of a Parish and not to its
22 merger, reorganization, or attachment to a different
23 diocese. The very same clause that we are
24 interpreting recognizes that a Parish, capital P, can
25 attach to a different diocese. So their argument that

1 Parish only means in union with their diocese simply
2 makes no sense.

3 THE COURT: I think that I agree with
4 you that the Parish can go with a different diocese,
5 but it doesn't mean they get to take the property with
6 them.

7 MR. TOBEY: Well, it does if it's a
8 continuing entity. It says --

9 THE COURT: But which is the continuing
10 entity? I mean, who decides that?

11 MR. TOBEY: It's just like what you
12 said in the previous of the case, Your Honor, they
13 disaffiliated in your view as a diocese, so all of the
14 rights and properties that go to the diocese flow to
15 them. We're just asking you to apply that same logic
16 if we are the Parish and under neutral principles we
17 validly disaffiliated and then all the rights of that
18 Parish, which is a legal entity, flow with it. They
19 don't dispute that. That's all through their
20 briefing. That's their whole argument is we're the
21 diocese, we left, so we get all the rights, including
22 property rights that attend to the diocese.

23 That's all we're asking you to do, Your
24 Honor, is apply that same ruling to us. We are the
25 Parish. We validly disaffiliated under neutral

1 principles of law, and the trust says it -- how easy
2 would it have been for the trust laws to say what
3 they're saying. Real property acquired by the
4 corporation for the use of a Parish in union with the
5 diocese is held in trust for that diocese. If that's
6 what the drafters of this intended, it would have
7 taken about three words to write it. Instead they
8 said for the particular parish for which it was
9 acquired. That is a legal entity.

10 THE COURT: So every time 51 percent of
11 the people get upset, they can come petition the Court
12 to remove the trustee and put a new one in.

13 MR. TOBEY: Well, if -- yeah, I mean,
14 that was our argument to you the first time --

15 THE COURT: I mean, that's what you are
16 saying.

17 MR. TOBEY: Your Honor, that was our
18 whole argument the first time around was property
19 rights are not determined by majority votes, but to
20 the extent that they as a majority were entitled to
21 break away and take the property, that has to apply to
22 us. It's just a goose and gander situation, Your
23 Honor. We're taking the rulings as given.

24 THE COURT: But it's a little different
25 because they actually have title to the property, and

1 y'all don't.

2 MR. TOBEY: We have beneficial title.

3 THE COURT: I understand that, but
4 y'all don't have title like they had where they were
5 the trustees, I guess, of the property to the extent
6 that they broke away from the Episcopal Church of the
7 United States or --

8 MR. TOBEY: Your Honor, there is no
9 basis under neutral principles of law to remove a
10 beneficiary of a trust. That violates the settlors
11 intent.

12 THE COURT: But there is still a small
13 group of people that's going to get the benefit.

14 MR. TOBEY: But they are not the
15 particular Parish for which the property was acquired.

16 THE COURT: In your opinion they're
17 not, but they think they are.

18 MR. TOBEY: No, no, under neutral
19 principles of law, the Parish, capital P, they have
20 said throughout this case a Parish is an
21 unincorporated association under Texas law. It is an
22 entity. So the question is did that entity
23 disaffiliate from the diocese. Under neutral
24 principles of law the answer is yes. If they wanted
25 it to be in trust for the people in union with their

1 diocese, they could have said that.

2 THE COURT: So every church can
3 basically take their property away from the diocese?

4 MR. TOBEY: It would depend on the
5 terms of the trust clause, but in this case yes. And
6 that goes back to the first point Mr. Brister opened
7 with, which is how is this one Parish different from
8 the other 54 that you already ruled on? It's
9 different, Your Honor, because it disaffiliated. The
10 majority of the legal leadership disaffiliated from
11 the diocese, and the Parish is now not affiliated with
12 the diocese. The other 55, you don't have to reach
13 this question, because they're still a part of
14 defendant diocese, and you ruled under that logic for
15 defendants.

16 But plaintiffs stand in different shoes
17 on this particular congregation. And that's why the
18 Court wisely carved it out, and that's why a separate
19 ruling is appropriate.

20 The last point I want to make, Your
21 Honor, is we are not asking you to fire anyone. There
22 is confusion -- we are taking your ruling as given
23 that defendants are the directors of the diocesan
24 corporation. We are not contesting that. We are not
25 asking you to remove a single director of that

1 corporation. We are simply asking you under the
2 property code to say that the corporation, the entity,
3 can no longer sit as trustee of a trust in favor of
4 All Saints Church. That's all we're asking you to do.
5 We're not talking about a suit for breach of fiduciary
6 duty against the corporation right now. We're not
7 talking about firing any directors. You've answered
8 all of that in the other part of the case. All we're
9 asking you to do now is remove a trustee, not the
10 officers of the corporation.

11 THE COURT: No, I understand.

12 MR. TOBEY: Unless there are any other
13 questions, Your Honor, I'll rest.

14 MR. HILL: I have one thing, Your
15 Honor. The Court questioned about who is the
16 continuing All Saints, that is answered very clearly
17 in Bishop Iker's deposition testimony, which we quoted
18 to the Court in our motion. There is no doubt if you
19 will read it carefully that he claimed that his group
20 was holding legal title in trust for the All Saints
21 Episcopal Church whose vestry voted to stay with the
22 National Church. He didn't say, oh, well they had to
23 be in union, that is a belated answer, a belated
24 argument on that deposition throughout, and I didn't
25 hear counsel argue about that, and Bishop Iker didn't

1 change a thing when he signed his deposition, and it's
2 there a half dozen times, because I kept going back to
3 it and saying, "When you say you're holding it in
4 trust, you're talking about the All Saints Episcopal
5 Church whose vestry voted to stay with the national
6 church?"

7 "Yes."

8 "And you admit that they did it
9 validly?"

10 "Yes."

11 So there is no dispute here. And they
12 didn't change a thing. That's -- they've admitted
13 that plaintiff, All Saints Episcopal Church is the
14 continuing entity that Your Honor inquired about.

15 MR. BRISTER: May I --

16 THE COURT: No. You can talk a little
17 bit, but here's my question -- here's the question. I
18 think your summary judgment to whatever you're asking
19 for is granted to the extent that the diocese y'all
20 represent owns the property, I mean, isn't that what I
21 was doing? And then we just need to determine their
22 motion of should we remove a trustee on that piece of
23 property. It seems like that's what we're arguing
24 about, really.

25 MR. BRISTER: Well, who is it held in

1 trust for. We haven't really briefed much about
2 whether you can fire trustees, I mean, that is -- that
3 is exactly what they're asking you to do, because how
4 else -- we concede, it would not work well for us --
5 for them to own legal title for our people or vice
6 versa.

7 THE COURT: Sure.

8 MR. BRISTER: And that's why our deeds
9 say Parishes in union with --

10 THE COURT: Well, I mean, I think that
11 y'all win your summary judgment to that extent,
12 though, of what we were doing last time we came, so
13 y'all win that, but should we remove the trustee while
14 we're here? Go ahead.

15 MR. HILL: But the second part, you're
16 saying that you think you'll grant their motion and
17 say that the defendants are the legal owners, but what
18 we're saying, Your Honor, is we think you must rule
19 that plaintiff, All Saints Episcopal Church, is the
20 beneficial owner, and therefore that the trustee has
21 to be changed.

22 MR. TOBEY: That's correct, Your Honor,
23 so --

24 THE COURT: I think I agree with you on
25 that that All Saints is the beneficial owner, but it

1 may not be you.

2 THE COURT: I mean, that's what I'm
3 saying, they may represent the small group.

4 MR. HILL: They may represent the small
5 group, but they're not the continuing entity. If you
6 read Bishop Iker's deposition, he's admitted that.

7 THE COURT: Okay. But you agree that
8 the beneficial owner is some group called All Saints
9 Episcopal Church or not?

10 MR. SHARPE: All Saints Episcopal
11 Parish in union with the diocese.

12 THE COURT: Right. Okay.

13 MR. SHARPE: But let me clarify one
14 thing that Mr. Hill continues to distort, and I'm not
15 going to leave it unchallenged, and that is that at
16 the time Bishop Iker gave his deposition testimony and
17 the All Saints vestry parish had done what it did, it
18 was in union with the diocese at that time.

19 And the only reason Canon 32 makes any
20 sense is a Parish can vote to leave the diocese, no
21 problem, but if they want to take the property, which
22 they may not want to do, because maybe it's in a bunch
23 of debt and they don't want to deal with it, but if
24 they want to take the property, then Canon 32 is their
25 only way out.

1 THE COURT: Okay. So do you want me to
2 sign an order? I don't know what it says? If y'all
3 want to sever this case out--

4 MR. BRISTER: No, we don't -- severe
5 which case out?

6 THE COURT: I mean this with the trust
7 issue -- the trustee issue.

8 MR. BRISTER: That is addressed in the
9 provisions, we hold it in trust in both of our motions
10 we both claim we admit we hold it in trust for All
11 Saints, and we -- the whole gist of these motions is,
12 is it the plaintiff's All Saints or the defendant's
13 All Saints. If it's defendant's All Saints, then
14 there's no point and there's nothing to decide
15 about --

16 THE COURT: But who needs to decide who
17 is who?

18 MR. TOBEY: So, Your Honor, I believe,
19 and maybe Mr. Brister will agree with me on this, if
20 you grant our motion, that is effectively saying
21 plaintiffs represent All Saints, the beneficial owner
22 of the title. If you grant their motion, you're
23 saying defendants represent All Saints, the beneficial
24 owner of the title, and the rest we can take care of
25 on clean up.

1 THE COURT: Well, I mean, I think the
2 defendants represent -- or they're the trustee for the
3 beneficial owner, All Saints.

4 MR. TOBEY: We don't disagree with
5 that, Your Honor.

6 THE COURT: But how do -- who do you
7 want to determine who that is?

8 MR. TOBEY: So, Your Honor, as I
9 understand the posture, we agree that as it currently
10 stands under your prior rulings, defendant corporation
11 is the trustee of a trust for All Saints, so really
12 the only question for you now is do the plaintiffs
13 represent the particular Parish All Saints, or do the
14 defendants represent the particular Parish All Saints,
15 that is the entity entitled to the beneficial trust.
16 If you decide with us, then what our motion asks you
17 to do is appoint a successor trustee.

18 THE COURT: Okay. I didn't know I was
19 supposed to decide that today. But did y'all think
20 that's what we were doing?

21 MR. HILL: It's our --

22 MR. BRISTER: Yes.

23 THE COURT: Okay. I understand, and I
24 appreciate that, I guess I was looking at it
25 differently. Okay.

1 MR. HILL: That's why I spent so much
2 time going over Bishop Iker's deposition.

3 THE COURT: No, I got that.

4 MR. TOBEY: So granting our motion,
5 Your Honor, would not conflict with your prior ruling
6 that they are the diocesan corporation.

7 MR. BRISTER: Oh, yes it would.

8 THE COURT: Okay. So your motion for
9 summary judgment is granted, and I'm not going to
10 remove the trustee. So we'll leave it at that.

11 MR. HILL: That doesn't address the
12 question of who is the --

13 THE COURT: Your motion, I thought he
14 just said it was a motion to remove the trustee.

15 MR. HILL: Our motion is to rule that
16 plaintiff All Saints is the beneficial owner and
17 therefore the trustee must be removed.

18 MR. TOBEY: This case in controversy is
19 not resolved unless we know whether plaintiffs or
20 defendants are the legal representatives of All Saints
21 Episcopal Church, the beneficial owner of this --
22 beneficial title holder of this property.

23 MR. HILL: Again, that's why we went
24 through so much detail and --

25 THE COURT: No, I agree.

1 MR. TOBEY: And I think Mr. Brister --

2 MR. BRISTER: We agree with that.

3 THE COURT: Well, I think I'm ruling
4 that they are still the trustee, and so therefore, I
5 guess, the people that they represent are the
6 beneficial owner. I mean, I think anybody that wants
7 to go to church can go, right? I mean, anybody can go
8 to church, right?

9 MR. TOBEY: So the ruling is that as a
10 matter of law, then, the Court's ruling is that
11 defendants are All Saints Episcopal Church, the
12 beneficial title holders to the two properties in
13 question, and not the plaintiffs?

14 THE COURT: Yes.

15 MR. TOBEY: Thank you, Your Honor.

16 MR. BRISTER: And we have an order
17 denying on the objections.

18 MR. SHARPE: This is the same form as
19 the February order you signed, Your Honor.

20 MR. LEATHERBURY: We submitted other
21 orders on the objections, too, Your Honor.

22 THE COURT: Okay. This is your
23 objections --

24 MR. BRISTER: We didn't have any
25 objections.

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MR. LEATHERBURY: We broke it out for
objections, theirs is global.

THE COURT: Got it. Okay.

(End of hearing)

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C E R T I F I C A T E

THE STATE OF TEXAS X
COUNTY OF TARRANT X

I, Christina Fett, Official Court Reporter in and for the 141st District Court, State of Texas, County of Tarrant, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the reporter's record in the aforementioned cause, all of which occurred in open court or in chambers and were reported by me.

I FURTHER CERTIFY that this reporter's record of the proceedings truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I FURTHER CERTIFY that I have no financial interest in the matters shown herein, and that I am not related to any of the parties or their counsel.

I FURTHER CERTIFY that the total cost for the preparation of this reporter's record of the proceedings is \$400.00, and was paid by Plaintiffs.

WITNESS MY OFFICIAL HAND this the 6th day of July, 2015.

/s/Christina Fett
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