

**SPECIAL WARRANTY DEED**

W951318  
08/21/03 300235047

\$21.00

STATE OF TEXAS }  
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

That Westhill, Ltd., a Cayman Island Corporation hereinafter called "GRANTOR",  
for the consideration hereinafter stated, has GRANTED, SOLD and CONVEYED, and by  
these presents does hereby GRANT, SELL and CONVEY, unto SOUTH BELTWAY 8  
SCOTT STREET, Ltd., a Texas limited partnership, whose mailing address is 8705 Katy  
Freeway, Suite 408, Houston, Texas 77024, hereinafter called "GRANTEE", the following  
described real estate, together with all improvements thereon situated in Harris County,  
Texas:

Being a tract of land situated in the Thomas Toby Survey, Abstract 808,  
Harris County, Texas and being a portion of that tract of land sold to Lily  
Gemayel de Domit per instrument recorded under Harris County Clerk's File  
No. D841229 and being more particularly described by metes and bounds as  
follows with all bearings based on the north right-of-way line of Beltway 8 as  
shown on the Texas Department of Transportation Right-of-Way Map for  
Beltway 8, Harris County, Account No. 8012-72, Part 1, Sheets 3 and 4;

Beginning at the easterly southeast corner of the herein described tract, the  
westerly southwest corner of a 70.00 acre tract of land sold to Sunbelt  
Investors, L.L.C. as described in deed recorded under Harris County Clerk's  
File NO. V267672, and a point in the north right-of-way line of said Beltway  
8 and in the common survey line of said Thomas Toby Survey with the H.A.  
Robinson Survey, Abstract No. 678;

THENCE along the north right-of-way line of said Beltway 8 as follows:

South 86 deg. 53 min. 24 sec. West, 121.42 feet to a Texas  
Department of Transportation monument found marking an "ell"  
corner of the north right-of-way line of said Beltway 8 and the herein  
described tract;

South 02 deg. 44 min. 49 sec. West, 34.69 feet to a Texas Department of Transportation monument found marking an angle point;

South 41 deg. 53 min. 24 sec. West, 78.38 feet to a Texas Department of Transportation monument found marking an angle point;

South 81 deg. 01 min. 59 sec. West, 34.69 feet to a Texas Department of Transportation monument found marking an angle point;

South 86 deg. 53 min. 24 sec. West, 203.50 feet to a Texas Department of Transportation monument found marking the point of curvature of a curve to the left;

Westerly, 185.93 feet along the arc of said curve to the left having a radius of 1936.86 feet, a central angle of 05 deg. 30 min. 00 sec., and whose chord bears South 84 deg. 08 min. 17 sec. West, 185.86 feet to a Texas Department of Transportation monument found marking the point of tangency;

South 81 deg. 23 min. 24 sec. West, 167.80 feet to a Texas Department of Transportation monument found marking an angle point;

South 86 deg. 53 min. 24 sec. West, 1069.27 feet to the southwest corner of the herein described tract and the southeast corner of the residue of a tract of land sold to Robert L. Frank, et al as described in a deed recorded under Harris County Clerk's File No. V474703, a found 5/8 inch iron rod bears North 24 deg. 39 min. East, 0.5 feet;

THENCE along the west line of said residue tract, North 02 deg. 31 min. 07 sec. West (deed call North 01 deg. 09 min. 02 sec. West), 1042.05 feet to the northwest corner of the herein described tract, the northeast corner of said residue tract, and a point in the south line of a tract of land sold to Brunswick Meadows, Ltd. as described in deed recorded under Harris County Clerk's File No. W284020;

THENCE along the south line of said Brunswick tract, North 86 deg. 54 min. 02 sec. East (deed call North 88 deg. 40 min. 18 sec. East), 1839.13 feet to the northeast corner of the herein described tract, the southeast corner of said Brunswick tract, and a point in the west line of said Sunbelt tract and said common survey line;

THENCE along the west line of said Sunbelt tract and said common survey line, South 02 deg. 31 min. 07 sec. East (deed call South 01 deg. 09 min. 02 sec. East), 923.23 feet to the POINT OF BEGINNING and containing 43.3155 acres, or 1,886,821 square feet of land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the GRANTEE, its successors and assigns, forever;

And GRANTOR does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by through or under it, but not otherwise.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that the property conveyed as described includes the following grants, reservations and exceptions and is subject to the following:

- A. Utility commitments and design drainage projects for the Property from Harris County Municipal Utility District No. 89, if any;
- B. All easements, rights-of-way, mineral rights, water rights, air rights and appurtenances in any way belonging, relating or appertaining to any of the Property or which in any way belong, relate or are appurtenant thereto;
- C. Any right, title and interest of Grantor, without warranty, in and to any and all strips, gores, after-acquired right, title, or interest of Grantor in and to the Property.
- D. The drainage easement fifty (50) feet in width along the east property line granted to Harris County Flood Control District by instrument recorded in Volume 2674, Page 427 of the Deed Records of Harris County, Texas.
- E. One-half (1/2) royalty interest in all oil, gas and other minerals, as set forth by instrument(s) filed for record under Harris County Clerk's File No(s). D792354.

The consideration for this conveyance, receipt of which is hereby acknowledged, is as follows:

1. \$10.00 and other valuable consideration paid to GRANTOR for which no lien, either expressed or implied, is retained; and
2. One Million Seven Thousand Five Hundred and no/100 Dollars (\$1,007,500.00) advanced and paid at the instance and request of GRANTEE by The Frost National Bank ("Lender") for which GRANTEE has executed a promissory note ("Note") of even date herewith in the total principal amount of One Million Seven Thousand Five Hundred and no/100 Dollars (\$1,007,500.00) such note being payable to the order of Lender, and bearing interest and terms of payment as therein provided, the payment of the Note is secured by vendor's lien herein retained and is additionally secured by a Deed of Trust of even date herewith to Jimmy R. Locke, TRUSTEE.

The vendor's lien and superior title are specifically retained by GRANTOR against the Property until the Note and all interest thereon is fully paid, and to the extent the same secure payment of the Note, are hereby ASSIGNED and TRANSFERRED to the Lender named above, without recourse.

GRANTOR herein agrees to pay all taxes on the property for all years up to and including the year 2002, and GRANTEE agrees to assume the payment of all taxes for the year 2003, and subsequent years [including any rollback taxes or assessments], the same having been prorated as of the date of this Deed.

To the maximum extent permitted by applicable law and except for GRANTOR's representations and warranties set forth in Paragraph 18A(2)(b) through (e) and Exhibit "A" of the Earnest Money Contract, between GRANTOR, as Seller, and Bobby Orr, Trustee, as Buyer, and any warranties of title contained in this Deed ("Grantor's Warranties"), this

conveyance is made without representations, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law) by GRANTOR. As a material part of the consideration for this conveyance, GRANTEE accepts the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which GRANTOR hereby disclaims, except for Grantor's Warranties. Except for Grantor's Warranties, no warranty or representation is made by GRANTOR as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety topography, drainage, and environmental conditions of habitat, species soils, plants and terrain. GRANTEE acknowledges that GRANTEE has relied upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that except for Grantor's Warranties, GRANTEE is not now relying, and will not later rely, upon any representations and warranties made by GRANTOR or anyone acting or claiming to act, by, through, under or on the GRANTOR'S behalf concerning the Property. GRANTOR AND GRANTEE HEREBY AGREE THAT (A) GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, (B) EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTEE IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO

THE PROPERTY CONDITION, BUT IS RELYING UPON ITS EXAMINATION OF THE PROPERTY, AND (C) GRANTEE TAKES THE PROPERTY UNDER THIS DEED UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE GRANTOR'S WARRANTIES AND GRANTOR'S LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED).

EXECUTED as of the 19<sup>th</sup> day of August, 2003, to be effective August 20, 2003.

GRANTOR:

WESTHILL, LTD.  
Cayman Island Corporation

By: Emil A. Nakfoor

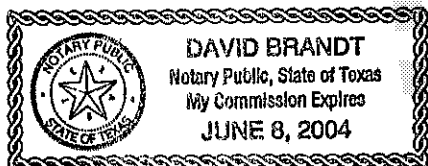
Emil A. Nakfoor, President

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me on the 19 day of August, 2003 by Emil A. Nakfoor, President of Westhill, Ltd., a Cayman Island Corporation, on behalf of said corporation.

(Notary Seal)

David Brandt  
Notary Public in and for the State of Texas



GRANTEE:

SOUTH BELTWAY 8 SCOTT STREET, LTD.

By: [Signature]

ORR Realty Corporation,  
a Texas Corporation,  
its General Partner

By: [Signature]

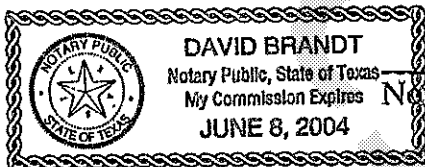
Robert C. Orr, Jr., President

THE STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on the 20 day of August, 2003 by Robert C. Orr, Jr., President of Orr Realty Corporation, a Texas corporation, on behalf of said corporation in its capacity as General Partner of South Beltway 8 Scott Street Ltd., a Texas Limited Partnership.

(Notary Seal)



[Signature]  
Notary Public in and for the State of Texas

FILED  
2003 AUG 21 PM 2:21  
[Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time shown herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

AUG 21 2003



[Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS