

DEED OF TRUST
SECURITY AGREEMENT - FINANCING STATEMENT

96- 0103342

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The undersigned, EPSILON INTERNATIONAL, LTD., a Cayman Islands corporation, whose mailing address is 6223 Northwest IH-10, San Antonio, Bexar County, Texas 78201 (hereinafter called "Grantors", whether one or more), for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto JIMMY R. LOCKE, Trustee, of Bexar County, Texas, and his substitutes or successors, all of the following described property situated in Bexar County, Texas, to-wit (the "Property"):

Tract I:

Being 30.47 acres of land out of the Ramon Arocha Survey No. 171, Bexar County, Texas and being all of the same land described in Volume 6019, Page 401, Volume 4358, Page 1984, Volume 5000, Page 497, Volume 5031, Page 939, Volume 5031, Page 946 all of the real property records of Bexar County, Texas, said 30.47 acres being more particularly described on Exhibit A attached hereto and incorporated herein for all purposes; and

Tract II:

A tract of land containing 127.0 acres, being out of the Jose Ramon Arocha Survey No. 171, Abstract No. 24, Bexar County, Texas, being more particularly described on Exhibit A attached hereto and incorporated herein for all purposes, SAVE AND EXCEPT THEREFROM a parcel of land containing 2.65 acres, being out of the Jose Ramon Arocha Survey No. 171, Abstract No. 24, Bexar County, Texas, being more particularly described on Exhibit B attached hereto and incorporated herein for all purposes,

and all improvements now or hereafter situated thereon inclusive of all goods which are or are to become fixtures, now or hereafter located in and about such improvements, including, without limitation, all heating, air conditioning, ventilating, plumbing, electrical fixtures and wiring, replacements thereof and additions thereto, all of which Grantors represent and agree are or will be a part of and affixed to said land.

TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto, unto the said Trustee, and to his substitutes or successors forever. And

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Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim or claims of all persons claiming or to claim the Property or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one promissory note (the "Note") of even date herewith in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), executed by Grantors and payable to the order of THE FROST NATIONAL BANK, whose mailing address is P. O. Box 1600, San Antonio, Texas 78296 (hereinafter called "Beneficiary", which definition shall include any holder of the indebtedness) in the City of San Antonio, Bexar County, Texas, as therein provided; bearing interest as therein stipulated, providing for acceleration of maturity and for attorneys' fees.

If Grantors do and perform all of the covenants and agreements herein contained, and if Grantors make prompt payment of all indebtedness secured hereby as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and this Deed of Trust shall be released, at the expense of Grantors, by the Beneficiary.

Grantors covenant and agree as follows:

1. Title. That they are lawfully seized of the Property, and have the right to convey the same, and that the Property is free from all liens and encumbrances, except as herein provided.
2. Taxes. Assessments. To protect the title and possession of the Property, and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon the Property or levied or assessed on the interest therein created by this Deed of Trust, and to deliver to Beneficiary on or before thirty (30) days prior to the date such taxes become delinquent, validated receipts evidencing payment of all such taxes, and to preserve and maintain the lien hereby created as a first and prior lien, except as hereinafter provided, on the Property, including any improvements hereafter made a part of the realty.
3. Maintenance. To keep the improvements on the Property in good repair and condition, and not to permit or commit any waste thereof, and to keep all buildings and other improvements occupied so as not to impair the insurance carried thereon.
4. Insurance. To insure and keep insured all improvements now or hereafter created upon the Property against loss or damage by fire and windstorm and any other hazard or hazards, as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such insurance company or companies as may be approved by Beneficiary; and to deliver to Beneficiary the policies of such insurance, having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; and to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire. Any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at its

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option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect; or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

5. Performance by Beneficiary. That, in the event Grantors shall fail to keep the improvements on the Property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments as aforesaid, or to preserve the prior lien of this Deed of Trust on the Property, or to keep the buildings and improvements insured as aforesaid, or to deliver the policy or policies of insurance, or the renewal or renewals thereof, to Beneficiary as aforesaid, then Beneficiary may, at its option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on the Property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; and any sums which may be so paid out by Beneficiary, and all sums paid for insurance premiums as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the Property, shall bear interest from the dates of such payments at the rate stated in the Note, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the Note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

6. Default. Foreclosure. That, in the event of default in the payment of any installment, principal or interest, of the Note, in accordance with the terms thereof, or in the event of a breach of any of the covenants herein contained to be performed by Grantors, or to be performed by Grantors under any loan agreement or loan commitment executed in connection with the indebtedness secured hereby, then and in any of such events, Beneficiary may elect, Grantors hereby expressly waiving notice of intent to accelerate maturity of the indebtedness, protest and notice of protest, presentment and demand for payment, to declare the entire principal indebtedness hereby secured, with all interest accrued thereon and all other sums hereby secured, immediately due and payable; and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above the Property then subject to the lien hereof, and after mailing and filing notices as required by section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and after otherwise complying with that statute, the Trustee shall sell the Property then subject to the lien hereof, at public auction in accordance with such notices, on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash; selling all of the Property as an entirety or in such parcels as the Trustee acting may elect; and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall first pay all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to the Trustee, which commission shall be due and owing in addition to the attorneys' fees provided for in the Note, and then pay to Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on the Note and all other indebtedness secured hereby, and then rendering the balance of the sales price, if any, to Grantors, their heirs or assigns;

and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

7. Abandonment. Dismissal. It is agreed that, in the event a foreclosure hereunder is commenced by the Trustee, or his substitute or successor, Beneficiary may, at any time before the sale of the Property direct the said Trustee to abandon the sale, and may then institute suit, for the collection of the Note and for the judicial foreclosure of this Deed of Trust lien. It is further agreed that, if Beneficiary institutes a suit for the collection thereof and for a judicial foreclosure of this Deed of Trust lien, Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same and require the Trustee, his substitute or successor, to sell the Property in accordance with the provisions of this Deed of Trust.

8. Right to Purchase. Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Property, and to have the amount for which such Property is sold credited on the debt then owing.

9. Substitute Trustee. Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein, without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until the Property is sold hereunder; and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

10. Possession. In the event any sale is made of the Property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the Property so sold to the Purchaser at such sale, and, in the event of their failure to do so, they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser; and in the event of their failure to surrender possession of the Property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of the Property in the Justice of the Peace Court in the Justice Precinct in which such Property, or any part thereof, is situated.

11. Prior Liens. It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether vendor's, materialmen's or mechanic's lien, hereafter created the Property; and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on the Property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

12. Bankruptcy. It is further agreed that, if Grantors, their heirs or assigns, while the owner of the Property, commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or if an act of bankruptcy is committed and involuntary proceedings in bankruptcy,

are instituted or threatened, or if the Property is taken over by a receiver for Grantors, their heirs or assigns, then the Note shall, at the option of Beneficiary, immediately become due and payable, and the Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

13. Assignment of Rents. Grantors assign to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantors warrant the validity and enforceability of the assignment. Grantors may as Beneficiary's licensee collect rent and other income and receipts as long as Grantors are not in default under the Note or this Deed of Trust. Grantors will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantors may retain the excess. If Grantors default in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantors' license to collect and then as Grantors' agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property and Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantors' obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantors become voluntary or involuntary bankrupts, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

14. Possible Extensions. It is agreed that an extension or extensions may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the Property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the Property, or any part thereof; it being the intention of the parties hereto to preserve this lien on the Property, and all improvements thereon and that may be hereafter constructed thereon, as first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon, after the execution of this instrument, notwithstanding any such extension of the time of payment or the release of a portion of the Property from this lien.

15. Application of Payments. In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on the Property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

16. Condemnation. Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the Property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply same to

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the reductions of the indebtedness hereby secured, whether then matured or to mature in the future, or to the reduction of any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstance, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

17. Controlling Agreement. Nothing herein, or in the Note, contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas and/or the United States on the principal indebtedness hereby secured or on any money obligation hereunder, and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

18. References. If this Deed of Trust is executed by only one person or by a corporation, the plural reference to Grantors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by, and the rights conferred upon, the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

19. Fixtures. It is understood and agreed that by this instrument Grantors, in addition to fixing and creating a Deed of Trust lien upon and against the Property, inclusive of all goods which are or are to become fixtures thereon, have also created and granted to the Beneficiary pursuant to the Uniform Commercial Code of Texas a security interest in said goods.

20. Other Indebtedness. It is agreed that this Deed of Trust also secures Beneficiary in the payment of any and all indebtedness now owing or hereafter to become owing by Grantors to Beneficiary; provided, however, that this Deed of Trust shall not secure any indebtedness of Grantors to Beneficiary which under any circumstances is prohibited by the Texas Credit Code or any other law, and the parties hereby agree that Chapter 15 of the Texas Credit Code shall not apply to this transaction. If default is made in the payment of any other indebtedness secured hereby, or if Grantors breach any of the covenants contained in any lien securing such indebtedness, the indebtedness evidenced by the Note, at the option of the holder thereof, shall at once become due and payable.

21. Sale or Transfer. Upon sale or transfer of all or any part of the Property, or any interest therein, or of any beneficial interest in any Grantors (if said Grantors is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Beneficiary may, at its option, declare all of the sums secured by this instrument to be immediately due and payable, and Beneficiary may invoke any remedies provided in this instrument. This option shall not apply in the case of sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Beneficiary, and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Beneficiary may require, including, if required by Beneficiary, an increase in the rate of interest payable under the Note.

22. Subordinate Financing. If Grantors, without the prior written consent of Beneficiary, execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any

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portion of the Property (hereinafter called "Subordinate Mortgage"), Beneficiary may, at Beneficiary's option, which option may be exercised at any time following the execution or delivery of such pledge, security agreement, mortgage or deed of trust, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Grantors and all other parties obligated in any manner on the indebtedness hereby secured, declare the indebtedness hereby secured to be immediately due and payable. In the event of consent by Beneficiary to the granting of a Subordinate Mortgage, or in the event the above-described right of Beneficiary to declare the indebtedness hereby secured to be immediately due and payable upon the granting of a Subordinate Mortgage without the prior written consent of Beneficiary is determined by a court of competent jurisdiction to be unenforceable under 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 and security interest evidenced by this Deed of Trust and each term and provision hereof; and (b) that if any action or proceeding shall be brought to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding.

23. Limitation on Interest. The parties hereto stipulate that, in the event any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges that are considered a part of this Deed of Trust and loan transaction, or any charge provided in other indebtedness secured hereby, violates such law by reason of the acceleration of the indebtedness secured hereby, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation. Any amounts of such interest or other charges previously paid to Beneficiary in excess of the amounts permitted by applicable law shall be applied by Beneficiary to reduce the principal of the indebtedness evidenced by the Note, or, at Beneficiary's option, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading, in equal parts during the period of the full stated term of the pertinent loan and indebtedness, all interest at any time contracted for, charged or received from the maker of the Note in connection with the loan and indebtedness secured hereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

24. Escrows. Upon Grantors failure to perform the covenants of this Deed of Trust concerning the delivery to Beneficiary of evidence of the payment of taxes and insurance premiums on the Property written request by Beneficiary, Grantors covenant and agree to make an initial deposit and monthly deposits thereafter with Beneficiary for the purpose of creating a fund for the payment of taxes and insurance premiums on the Property. Monthly deposits shall be made on the dates specified by Beneficiary in such request, and each payment shall be one-twelfth of the estimated annual taxes and insurance premiums on the Property, such estimates to be made by Beneficiary. Said deposits shall be in addition to the payments called for in the Note, and Beneficiary shall hold said deposits in trust, without bond and without the accrual of interest

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thereon, to pay such taxes and premiums as they become due. Should such deposits at any time be insufficient to pay the taxes and insurance premiums when due, Grantors agree to deposit the deficiency with Beneficiary immediately upon demand, and if an excess should accumulate in such fund, such excess shall be credited to the next maturing monthly deposit to such fund, or, at Beneficiary's option, be refunded to Grantors, their heirs or assigns. If Grantors shall make full payment of the indebtedness hereby secured, Beneficiary will, before accepting such full payment, apply to the reduction of principal any and all amounts then accumulated in such fund. Grantors covenant and agree that any default in the making of said deposits as herein provided shall, at the option of Beneficiary, mature at once the entire amount remaining unpaid on the Note.

25. Environmental Matters: Compliance with Laws. Grantors warrant and represent to Beneficiary that (a) the occupancy, operation, and use of the Property shall not violate any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (of record or otherwise) affecting the Property, including, without limitation, applicable zoning ordinances and building codes, the Americans with Disabilities Act of 1990, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called the "Applicable Regulations"); (b) neither Grantors nor any lessee of space from Grantors in the Property shall obtain or be required to obtain any permits, licenses, or similar authorizations to occupy, operate, or use any buildings, improvements, fixtures, and equipment forming a part of the Property as intended by Grantors to be used and operated by reason of any Applicable Regulations pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each is amended from time to time; and (c) the use that Grantors intend to make, or intend to allow, of the Property will not result in the disposal of or release of any hazardous substance or solid waste onto or into the Property, or any part thereof. The terms (as used in this Deed of Trust) "hazardous substance" and "release" have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined thereby, the broader meaning shall apply to this provision after the effective date of the amendment. Moreover, to the extent that Texas law establishes a meaning for "hazardous substance", "release", "solid waste", or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply.

Beneficiary (through its officers, employees and agents) at any reasonable time and from time to time, either prior to or after default in this Deed of Trust or under the Note, may employ persons (the "Site Reviewers") to conduct environmental site assessments ("Site Assessments") on the Property to determine whether or not there exists on the Property any environmental condition which might result in any liability, cost or expense to the owner, occupier or operator of the Property arising under the Applicable Environmental Laws. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Beneficiary (so as not to unreasonably interfere with the operation of the Property). The Site Reviewers are authorized at their own risk to enter upon the Property and to perform above and below-the-ground testing (including, without limitation, taking of core samples) to

determine environmental damage or presence of any hazardous substance or solid waste in, on or under the Property and such other tests as may be necessary or desirable, in the opinion of the Site Reviewers, to conduct Site Assessments. Grantors will supply to the Site Reviewers such historical and operational information available to Grantors regarding the Property as may be requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters.

Grantors shall indemnify, defend (with counsel selected by Beneficiary) and hold Beneficiary harmless from and against, and reimburse Beneficiary with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, costs, and expenses (including attorney's fees and court costs) of every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Beneficiary at any time and from time to time by reason of or arising out of any violation of an Applicable Environmental Law and all matters arising out of acts, omissions, events, or circumstances relating to the Property (including, without limitation, the presence on the Property or release from or to the Property of hazardous substances or solid wastes disposed of or otherwise released and Grantors' breach of any of its covenants, representations or indemnities under this provision), regardless of whether the act, omission, event, or circumstance constituted a violation of any Applicable Environmental Law at the time of the existence or occurrence and, furthermore, even if caused in whole or in part by Beneficiary's negligence.

26. Annual Appraisals. Upon written request of Beneficiary, Grantors agree to reimburse Beneficiary for the full cost of annual narrative appraisals of the Property. Each appraisal shall be ordered directly by Beneficiary from an appraiser satisfactory to Beneficiary in its sole discretion and shall be in form and substance necessary to comply with all laws and regulations affecting Beneficiary; a copy of each appraisal shall be provided to Grantors not later than the date on which Grantors' reimbursement is received by Beneficiary. Failure of Grantors to reimburse Beneficiary for any requested appraisal (not to exceed one appraisal in any twelve month period) shall constitute an event of default under this Deed of Trust.

27. Purpose. The Note is given in part as a part of the purchase price of Tract I of the Property, and this Deed of Trust is in addition to the vendor's lien retained in a Deed this day given to Grantors securing the payment of the indebtedness described herein; and it is expressly agreed that the same shall not operate as a waiver of the lien created by this Deed of Trust, it being agreed that said lien and rights created by this instrument shall be cumulative and in addition to said vendor's lien above mentioned, and that the owner or holder of the above described indebtedness may foreclose under either or both of said liens, as the owner or holder may elect, without waiving the other; said deed above mentioned, together with its record, being here referred to and made a part of this instrument.

28. Financial Statements. At least once each year, within seventy-five (75) days following the end of the calendar year and at such other times as Beneficiary shall request, Grantors shall deliver or cause to be delivered to Beneficiary year-end financial statements of Grantors and any guarantor of the Note, to include an income statement, balance sheet, operating statements and listing of all contingent liabilities of Grantors and any guarantor, in form satisfactory to Beneficiary. Beneficiary may also require additional financial information from Grantors and any

guarantor from time to time, including operating statements, on any asset listed on Grantors' and any guarantors' financial statements. All financial statements shall be certified as true and correct by Grantors and any guarantor; dated between December 1 and December 31 of each year (unless otherwise requested by Beneficiary); and delivered to Beneficiary by March 15 of each year (unless otherwise requested by Beneficiary).

EXECUTED this 10th day of July, 1996.

GRANTORS:

EPSILON INTERNATIONAL, LTD., a Cayman Islands corporation

By 
Marcelo Sanchez, Authorized Agent

MAILING ADDRESS OF TRUSTEE:

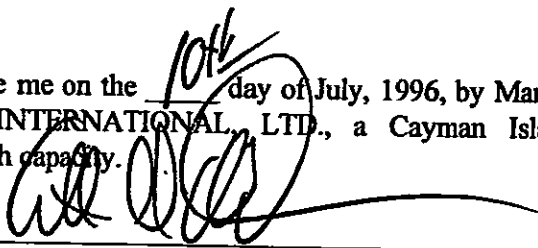
Mr. Jimmy R. Locke
The Frost National Bank
P. O. Box 1600
San Antonio, Texas 78296

MAILING ADDRESS OF BENEFICIARY:

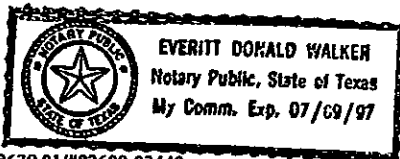
The Frost National Bank
100 W. Houston Street
San Antonio, Texas 78205

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 10th day of July, 1996, by Marcelo Sanchez, Authorized Agent of EPSILON INTERNATIONAL, LTD., a Cayman Islands corporation, on behalf of said corporation, in such capacity.



Notary Public, State of Texas



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AFTER RECORDING RETURN TO:

**THE FROST NATIONAL BANK
P.O. Box 1600
San Antonio, Texas 78296
Attn: Loan No. _____
Loan Documentation Department,
RB-2**

PREPARED IN THE LAW OFFICE OF:

**JENKENS & GILCHRIST
GROCE, LOCKE & HEBDON
A Professional Corporation
1800 Frost Bank Tower
San Antonio, Texas 78205**

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FIELD NOTES FOR 30.47 ACRES

BEING 30.47 acres of land out of the Ramon Arocha Survey No. 171, Bexar County, Texas and being all of the same land described in Volume 6019, Page 401, Volume 4358, Page 1984, Volume 5000, Page 497, Volume 5031, Page 939, Volume 5031, Page 946 all of the Real Property Records of Bexar County, Texas, said 30.47 acres being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod in the north right-of-way of Dietz Elkhorn Road for the southeast corner of a 5.029 acre tract being of record in Volume 6509, Page 1183 of the Real Property Records of Bexar County, Texas and the southwest corner of this tract;

THENCE North $01^{\circ} 13' 10''$ East, a distance of 395.90 feet to a found 1/2" iron rod for an angle point;

THENCE North $00^{\circ} 49' 45''$ East, a distance of 613.85 feet to a found 1/2" iron rod for an angle point;

THENCE North $00^{\circ} 58' 30''$ East, a distance of 1215.54 feet to a found 1/2" iron rod at a fence corner for the northeast corner of a 10 acre tract being of record in Volume 6509, Page 76 of the Real Property Records of Bexar County, Texas and an interior corner of this tract;

THENCE South $79^{\circ} 54' 05''$ West, a distance of 779.93 feet, with the north line of said 10 acre tract, to a found 1/2" iron rod for the southeast corner of a 7.341 acre tract being of record in Volume 6504, Page 1984 of the Real Property Records of Bexar County, Texas and an angle point of this tract;

THENCE North $05^{\circ} 38' 46''$ West, a distance of 407.79 feet to a found 1/2" iron rod in the south line of a 127 acre tract per a survey performed by this firm on August 18, 1995 bearing Job No. 10832-00-00 for the northeast corner of said 7.341 acre tract and the northwest corner of this tract;

THENCE South $88^{\circ} 53' 00''$ East, a distance of 1102.89 feet, with the south line of said 127 acre tract, to a found 1/2" iron rod for an angle point;

THENCE South $32^{\circ} 54' 42''$ East, a distance of 295.36 feet, with the south line of said 127 acre tract, to a found 1/2" iron rod for an angle point;

THENCE South $62^{\circ} 38' 18''$ East, a distance of 198.37 feet, with the south line of said 127 acre tract, to a found 1/2" iron rod for an angle point;

EXHIBIT "A"

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Page Two - 30.47 Acres

THENCE South 69° 55' 02" East, a distance of 107.85 feet, with the south line of said 127 acre tract, to a found 1/2" iron rod for the northwest corner of the remnants of a 56.09 acre tract being of record in Volume 3034, Page 1470 of the Deed Records of Bexar County, Texas and the northeast corner of this tract;

THENCE South 12° 24' 46" West, a distance of 152.24 feet, with the west line of said remnants, to a found 1/2" iron rod for an angle point;

THENCE South 21° 24' 08" West, a distance of 115.80 feet, with the west line of said remnants, to a found 1/2" iron rod for an angle point for the north corner of a 3.72 acre tract of record in Volume 6315, Page 8 of the Real Property Records of Bexar County, Texas;

THENCE South 21° 25' 52" West, a distance of 32.34 feet, with a northwest line of said 3.72 acre tract to a found 1/2" iron rod for an angle point of this tract;

THENCE South 32° 00' 21" West, a distance of 111.92 feet, with a northwest line of said 3.72 acre tract, to a found 1/2" iron rod for an angle point of this tract;

THENCE South 15° 19' 31" West, a distance of 136.42 feet, with a northwest line of said 3.72 acre tract, to a found 1/2" iron rod for an angle point of this tract;

THENCE South 02° 06' 33" West, a distance of 256.61 feet, the west line of said 3.72 acre tract, to a found 1/2" iron rod, said point being the northeast corner of a 6.70 acre tract being of record in Volume 6312, Page 597 of the Real Property Records of Bexar County, and an angle point of this tract;

THENCE North 83° 07' 50" West, a distance of 226.02 feet, with a wire fence and the north line of said 6.70 acre tract, to a found 1/2" iron rod for an interior angle point of this tract;

THENCE South 01° 33' 56" West, a distance of 570.71 feet, with a wire fence and the west line of said 6.70 acre tract, to a found 1/2" iron rod for an angle point of this tract;

THENCE South 02° 35' 30" West, a distance of 759.91 feet, with a wire fence and the west line of said 6.70 acre tract, to a found 1/2" iron rod in the north right of way of Dietz-Elkhorn Road for the southeast corner of this tract;

THENCE with said right-of-way and a non-tangent curve to the right having a radial bearing of South 11° 40' 25" East, a radius of 721.00 feet, a central angle of 12° 01' 12", and a length of curve of 151.26 feet to a found 1/2" iron rod for an angle point;


EXHIBIT "A"

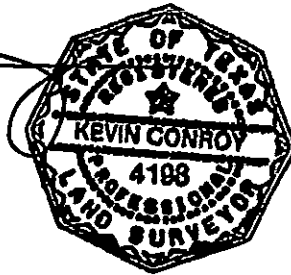
VOL 6812 PG 1053

Page Three - 30.47 Acres

THENCE South 86° 31' 56" West, a distance of 154.73 feet, non-tangent to preceding curve, to the **POINT OF BEGINNING** and containing 30.47 acres of land, more or less, in Bexar County, Texas. Survey drawing provided with this description.

**ALAMO CONSULTING ENGINEERING
AND SURVEYING, INC.**


Kevin Conroy, R.P.L.S.# 4198
May 31, 1996



Document: fn\1996\060501.lp
Refer. Job# 10859-01

V016812 PG 1054

EXHIBIT "A"

FIELD NOTES FOR 127.0 ACRES

BEING 127.0 acres of land out of the Jose Ramon Arocha Survey No. 171, Abstract 24, Bexar County, Texas and being a part or portion of a 56.0879 acre tract being of record in Volume 3034, Page 1470 of the Real Property Records of Bexar County, Texas, a part or portion of a 4.284 acre tract being of record in Volume 2403, Page 1763 of the Real Property Records of Bexar County, Texas, a part or portion of a 30.787 acre tract being of record in Volume 2403, Page 1750 of the Real Property Records of Bexar County, Texas, all of the 8.703 acre tract being of record in Volume 3020, Page 1654 of the Real Property Records of Bexar County, Texas, all of the 29.47 acre tract being of record in Volume 2403, Page 1750 of the Real Property Records of Bexar County, Texas, all of the 60.049 acre tract being of record in Volume 2748, Page 1313 of the Real Property Records of Bexar County, Texas said 127.0 acres being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod in the north right-of-way line of Dietz Elkhorn Road for the southwest corner of a 19.27 acre tract from which the southeast corner of the aforementioned 56.0879 acre parent tract bears with a curve to the right having a radial bearing of South 17° 11' 18" East, a radius of 807.00 feet, a central angle of 32° 10' 26", and a length of curve of 453.16 feet;

THENCE with said right-of-way and a curve to the left having a chord bearing of South 70° 33' 09" West, a chord distance of 63.62 feet, a radius of 807.00 feet, a central angle of 04° 31' 06", and a length of curve of 63.64 feet to a found 1/2" iron rod for the southeast corner of a 3.72 acre tract and the southwest corner of this tract;

THENCE North 00° 01' 18" West, a distance of 1672.84 feet, to a found 1/2" iron rod in the southeasterly line of a 2.57 acre tract being of record in Volume 6019, Page 401 of the Real Property Records of Bexar County, Texas for the most northerly corner of said 3.72 acre tract and an angle point of this tract;

THENCE North 19° 49' 08" East, a distance of 115.80 feet to a found 1/2" iron rod for an angle point of said 2.57 acre tract and of this tract;

THENCE North 10° 49' 46" East, a distance of 152.24 feet to a found 1/2" iron rod for an angle point of said 2.57 acre tract and of this tract;

THENCE North 71° 30' 00" West, a distance of 107.86 feet to a found 1/2" iron rod in the north line of said 2.57 acre tract for an angle point of the 2.57 acre tract and of this tract;

THENCE North 64° 13' 00" West, a distance of 198.37 feet to a found 1/2" iron rod in the north line of a 4.00 acre tract being of record in Volume 4358, Page 1984 of the Real Property Records of Bexar County, Texas for an angle point;

THENCE North 36° 46' 22" West, a distance of 14.43 feet to a found 1/2" iron rod between said 4.00 acre tract and a 2.981 acre tract being of record in Volume 4319, Page 186 of the Real Property Records of Bexar County, Texas for an angle point;

THENCE North 34° 22' 41" West, a distance of 280.94 feet along the north line of said 2.981 acre tract to a found 1/2" iron rod for an angle point;

THENCE South 89° 27' 52" West, a distance of 198.80 feet to a found 1/2" iron rod for an angle point of this tract and of said 2.981 acre tract;

THENCE South 89° 32' 50" West, a distance of 1477.69 feet to a found 1/2" iron rod in the east line of a 3.23 acre tract for an angle point;

THENCE North 12° 17' 04" East, a distance of 35.43 feet to a found 1/2" iron rod for the most easterly corner of said 3.23 acre tract and an angle point of this tract;

EXHIBIT "B"

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THENCE South 79° 20' 51" West, a distance of 214.24 feet to a found 1/2" iron rod for an angle point;

THENCE North 72° 17' 11" West, a distance of 61.44 feet to a found 1/2" iron rod for the northwest corner of said 3.23 acre tract and an interior corner of this tract;

THENCE South 24° 42' 58" West, a distance of 342.59 feet to a found 1/2" iron rod in the east right-of-way of Old San Antonio-Fredericksburg Road for the most westerly corner of said 3.32 acre tract and the southwest corner of this tract;

THENCE North 13° 32' 34" West, a distance of 21.50 feet, with said right-of-way to a found 1/2" iron rod for an angle point;

THENCE North 23° 09' 39" West, a distance of 127.48 feet, to a found 1/2" iron rod for an angle point;

THENCE North 41° 09' 57" West, a distance of 50.05 feet, to a found 1/2" iron rod for an angle point;

THENCE North 55° 24' 04" West, a distance of 82.89 feet, to a found 1/2" iron rod in the center of the Balconies Creek for the most westerly corner of this tract;

THENCE with the centerline of Balconies Creek the following calls:

North 39° 53' 00" East, a distance of 141.09 feet, to a found 1/2" iron rod;
North 30° 59' 00" East, a distance of 147.45 feet, to a found 1/2" iron rod;
South 77° 29' 00" East, a distance of 61.95 feet, to a found 1/2" iron rod;
North 08° 43' 00" East, a distance of 221.90 feet, to a found 1/2" iron rod;
North 08° 06' 00" East, a distance of 348.65 feet, to a found 1/2" iron rod;
North 30° 14' 00" West, a distance of 179.00 feet, to a found 1/2" iron rod;
North 00° 34' 00" West, a distance of 45.75 feet, to a found 1/2" iron rod;
North 18° 58' 00" East, a distance of 196.10 feet, to a found 1/2" iron rod;
North 17° 02' 00" East, a distance of 280.75 feet, to a found 1/2" iron rod;
North 42° 39' 00" East, a distance of 221.90 feet, to a found 1/2" iron rod;
North 70° 03' 30" East, a distance of 646.00 feet, to a found 1/2" iron rod;
North 50° 36' 00" East, a distance of 122.77 feet, to a found 1/2" iron rod;
North 65° 40' 00" East, a distance of 269.22 feet, to a found 1/2" iron rod;
North 77° 37' 00" East, a distance of 348.10 feet, to a found 1/2" iron rod,
North 89° 29' 00" East, a distance of 107.90 feet, to a found 1/2" iron rod,
South 82° 45' 00" East, a distance of 331.49 feet, to a found 1/2" iron rod;
South 52° 35' 00" East, a distance of 86.20 feet, to a found 1/2" iron rod;
South 78° 19' 00" East, a distance of 258.75 feet, to a found 1/2" iron rod;
South 59° 55' 00" East, a distance of 348.10 feet, to a found 1/2" iron rod;
South 56° 17' 00" East, a distance of 336.85 feet, to a found 1/2" iron rod for the most northeasterly corner of this tract;

THENCE South 00° 46' 00" East, a distance of 51.45 feet, leaving the Balconies Creek, to a found 1/2" iron rod for an angle point;

THENCE South 00° 22' 35" West, a distance of 681.40 feet, to a found 1/2" iron rod for an angle point;

THENCE South 00° 02' 30" West, a distance of 1122.32 feet, to a found 1/2" iron rod for the northeast corner of the aforementioned 19.27 acre tract and an angle point of this tract;

EXHIBIT

"B"

1056 12 816

Page Three - 127.0 Acres

THENCE South 89° 17' 56" West, a distance of 392.18 feet, to a found 1/2" iron rod for an interior angle point;

THENCE South 10° 49' 46" West, a distance of 164.15 feet, to a found 1/2" iron rod for an interior angle point;

THENCE South 19° 49' 08" West, a distance of 110.02 feet, to a found 1/2" iron rod for an angle point;

THENCE South 00° 01' 18" East, a distance of 1641.19 feet, to the **POINT OF BEGINNING** and containing 127.0 acres of land, more or less, in Bexar County, Texas.

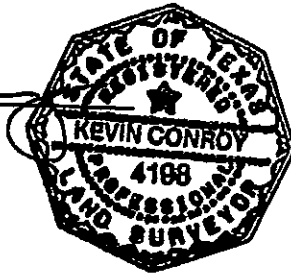
**ALAMO CONSULTING ENGINEERING
& SURVEYING, INC.**



Kevin Conroy, R.P.L.S.# 4198

August 18, 1995

Revised: April 18, 1996



Document: fn\082501.la
Ref: Job\10832

V016812 PG 1057

EXHIBIT "B"

SAVE AND EXCEPT THEREFROM the following described tract:

FIELD NOTES FOR 2.65 ACRES OF LAND

BEING 2.65 acres of land out of the Jose Ramon Arocha Survey No. 171, Bexar County, Texas and being a part or portion of a 56.0879 acre tract being of record in Volume 3034, Page 1470 of the Real Property Records of Bexar County, Texas said 2.65 acres being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod in the north right-of-way line of Dietz Elkhorn Road for the southwest corner of a 19.27 acre tract also surveyed this day from which the southeast corner of the aforementioned 56.0879 acre parent tract bears with a curve to the right having a radial bearing of South 17° 11' 18" East, a radius of 307.00 feet, a central angle of 32° 10' 26", and a length of curve of 453.16 feet:

THENCE with a curve to the left having a radial bearing of South 17° 11' 18" East, a radius of 307.00 feet, a central angle of 04° 31' 06", and a length of curve of 63.64 feet to a set 1/2" iron rod for the southeast corner of a 3.72 acre tract also surveyed this day and the southwest corner of this tract;

THENCE North 00° 01' 18" West, a distance of 1672.84 feet, to a set 1/2" iron rod in the southeasterly line of a 2.57 acre tract being of record in Volume 6019, Page 401 of the Real Property Records of Bexar County, Texas for the most northerly corner of said 3.72 acre tract and an angle point of this tract;

THENCE North 19° 49' 08" East, a distance of 115.80 feet to a found iron rod for an angle point of said 2.57 acre tract and of this tract;

THENCE North 10° 49' 46" East, a distance of 152.24 feet to a found iron rod in the south line of a tract being of record in Volume 2748, Page 1313 of the Real Property Records of Bexar County, Texas for the northeast corner of said 2.57 acre tract and the northwest corner of this tract;

THENCE South 71° 29' 45" East, a distance of 14.30 feet to a found iron rod for an angle point of this tract;

THENCE North 89° 37' 41" East, a distance of 41.35 feet to a found iron rod for an angle point of this tract;


THENCE North 89° 17' 56" East, a distance of 5.37 feet to a set 1/2" iron rod for the northwest corner of the aforementioned 19.27 acre tract and the northeast corner of this tract;

THENCE South 10° 49' 46" West, a distance of 164.15 feet with the common line of said 19.27 acre tract to a set 1/2" iron rod for an angle point;

THENCE South 19° 49' 08" West, a distance of 110.02 feet to a set 1/2" iron rod for an angle point;

THENCE South 00° 01' 18" East, a distance of 1641.19 feet to the POINT OF BEGINNING and containing 2.65 acres of land, more or less, in Bexar County, Texas.

ALAMO CONSULTING ENGINEERING
& SURVEYING, INC.


Kevin Conroy, R.P.L.S.# 4198
November 7, 1994



Document: fnV19-110901.lp
Ref: job 073904

EXHIBIT "B"

WILL 6812 PB 1058

Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUL 15 1996



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Jul 10 1996

At 3:53pm

Receipt #: 236898
Recording: 35.00
Doc/Mgt: 6.00

Doc/Num : 96- 0103342

Deputy -Catherine Revilla

WIL6812 PG1059