

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

STATE OF TEXAS

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COUNTY OF HARRIS

WHEREAS, Fry Business, Inc., a Texas corporation ("Fry"), is the owner of, among other property, that certain 4.931 acre tract, more or less, located in the J.C. Ogburn Survey, Abstract 616, more particularly described in the Deed recorded under Harris County Clerk's File #X913396, which is composed of a 1.726 acre tract described in Exhibit "A" (hereinafter called "Corner Tract"), a 1.2397 acre tract described in Exhibit "B" (hereinafter called "Knollwood Tract"), and a 1.9645 acre tract described in Exhibit "C" (hereinafter called the "Remainder Tract"); and

WHEREAS, Knollwood Holdings, LP ("Knollwood"), a Texas limited partnership, is or will hereafter become the owner of the Knollwood Tract; and

WHEREAS, the Corner Tract, the Knollwood Tract, and the Remainder Tract (collectively, the "Property") are adjoining properties and Fry and Knollwood desire to establish certain rights on, over and across portions of the Property, and to provide for certain restrictions and other agreements, all as hereinafter set out; and

WHEREAS, it is anticipated that the Knollwood Tract (the "Advance Leased Premises") will be leased to Advance Stores Company, Incorporated, a Virginia corporation ("Advance") pursuant to a written Lease Agreement (as it may hereafter be amended from time to time, the "Advance Lease").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fry and Knollwood hereby declare as follows:

ARTICLE I
USE RESTRICTIONS

1. Use Restrictions.

(i) The following uses of the Knollwood Tract, the Corner Tract and Remainder Tract are specifically prohibited:

- (a) Any single family residential use (but apartments and townhouses are permitted);
- (b) Any establishment that offers or sells as its principal product or service a product that is intended to provide sexual gratification to its users, including, but not limited to, the dissemination or exhibition of obscene

materials or objects; any establishment the sole purpose of which is to offer or sell prophylactic devices; any establishment featuring topless, bottomless, or totally nude performances or personnel; or any establishment that regularly shows pornographic movies, or sells or rents pornographic material or movies as the principal part of its business;

- (c) A mobile home or trailer court, labor camp, junkyard or stockyard;
- (d) A massage parlor, but not including a first class day spa, beauty salon or similar establishment which provides massages as one of a variety of services;
- (e) A land fill, garbage dump, scrap metal yard, waste material business or facility for the dumping, disposing, incineration or reduction of garbage;
- (f) A open and outdoor flea market, auction house, used clothing business or other business that specializes in bankruptcy or liquidation sales which are conducted outside of a closed building;
- (g) A dealership, consignment lot, sales lot, or other similar facility for the sale of new or used motorized vehicles of any type or for boats unless all of the inventory of vehicles or boats is maintained inside of a building
- (h) Any use that is unlawful, or that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion, or that involves the handling of hazardous substances as such term is defined in any applicable federal or state statute or regulation;
- (i) A facility for the sale of paraphernalia for use with illicit drugs;
- (j) Any exploration, drilling or similar operation of any kind;
- (k) Any use which involves the raising, breeding or keeping of any animals or poultry;
- (l) Dance hall, off-track betting business, bingo or similar games of chance.
- (m) Any dangerous or unsafe uses;

- (n) Any mining or mineral exploration or development except by non-surface means;
- (o) Any industrial uses, including, without limitation any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses;
- (p) Motel, hotel or extended stay facility.

(ii) For so long as the Advance Lease is in effect or, in the event that the Knollwood Tract is purchased by Advance, for so long as Advance owns the Knollwood Tract, whichever is longer, no portion of the Corner Tract or Remainder Tract, nor any portion of any land, building, premises or space owned, leased, sold, transferred, operated or otherwise occupied (whether presently owned, leased, operated or occupied or hereafter acquired), either directly or indirectly, by Fry, located within two (2) miles of the Knollwood Tract, may be used for any of the following purposes:

- (a) the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items.

The foregoing restriction shall not prevent the sale of automotive parts, accessories, supplies and/or maintenance items as part of the operation of a convenience store, provided that such sale is conducted from the lesser of (x) five percent (5%) of the gross sales floor area of the particular convenience store or (y) two hundred fifty (250) square feet or operation of a motor vehicle lube facility, provided that such lube facility sells lube services and does not sell automotive parts, accessories, supplies and/or maintenance items separate from such services.

(iii) The following uses of the Knollwood Tract are specifically prohibited:

- (a) Tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on or off-premises consumption.
- (b) A washateria or dry cleaners plant or pick up station;
- (c) A truck stop or a gasoline service station and convenience store or a liquor store; or any store selling tobacco or beer or wine or a dollar or \$.99 cent store;
- (d) An office for the practice of veterinary medicine;
- (e) A funeral home;

2. Setbacks. No building shall be located on the Property closer than One hundred Forty-Five (145) feet from the current property line on Fry Road.

3. Exterior Building Materials. All buildings in the Property shall have exterior wall finishes of brick, stone, marble, stucco, faux stucco, glass, block or of an equivalent permanent, architecturally-finished material to finished grade and no portion of a building shall be covered with sheet or corrugated aluminum, asbestos, iron or steel. While the use of these building materials is permitted, their use and application may be limited as it is the intent of the parties that the materials used on the visible portions of the building be consistent with those used in connection with the hard-scape elements of the other improvements to the Corner Tract and the Remainder Tract which have been or will be constructed in the future. Informal discussion between the parties is encouraged prior to the drafting of plans.

4. Fences and Screening. No articles, goods, materials, incinerators, storage tanks, refuse containers or like equipment shall be permitted on the Property in the open and exposed to public view. If it shall become necessary to store or keep such materials or equipment outside of a building, they must be screened from view by a brick wall or a fence of a height of the materials or equipment being stored, or a minimum of eight (8) feet. In addition, the erection of a screening wall or fence is prohibited between adjacent properties. Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, roof top mechanical equipment, parapet walls, and any other structures and equipment on the Property or on the improvements thereon must be architecturally compatible or shielded from view. All utility and service system components and trash pick-up stations must be integrated with the building they serve or must be screened by a brick or block wall and must not be visible above such wall by pedestrians on the Property. All sales equipment, fixtures and merchandise on the Property shall be displayed only in the interior of a building.

5. Utilities. No outside pipe conduit, cable, or line for water, gas, sewage, drainage or steam shall be installed or maintained above the surface of the ground within the Property. Ground or pad mounted equipment, such as power transformers and air conditioning equipment, shall be screened from view by fencing or landscaping.

6. Exterior Illumination. The building and parking area on the Property shall be illuminated in accordance with all applicable laws, regulations, codes and ordinances.

7. Signs. The following signs or types of signs may not be placed on the Property as determined by the local community:

(a) Billboards;

- (b) Signs which contain statements, words, or pictures of an obscene, indecent or immoral nature which offend public morals or decency;
- (c) Signs or portions thereof which are located on or project or extend over any public sidewalk, street, alley, or other public property;
- (d) Portable or wheeled signs;
- (e) Signs that advertise for any business that competes with the business conducted on the Knollwood tract;
- (f) Except within the interior of a building, signs with flashing, blinking, or traveling lights or messages;
- (g) Pylon signs except for two (2) pylon signs on the Corner Tract, one (1) pylon sign on the Remainder Tract and one (1) pylon sign on the Knollwood Tract which do not exceed twenty (20) feet in height and do not, in any way, block or interfere with the visibility of any business conducted on the Knollwood tract. All temporary signs must be removed when the related principal building(s) on the Property is substantially complete and occupied.

8. Trash and Rubbish Removal. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on the Property for more than ten (10) days, except in a dumpster kept within a screened enclosure. The owner of the Property shall remove or cause to be removed such trash and other matter at regular intervals. All trash shall be placed in sanitary refuse containers with tight fitting lids which shall be maintained in a clean and attractive condition and kept screened from public view. Reasonable amounts of construction materials and equipment may be stored for reasonable periods of time during the construction of improvements on the Property.

9. Oil and Mining, Operations. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural lakes or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted on the Property.

10. Storage of Boats, Trailers and Other Vehicles and Equipment. No boat, trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort shall be parked for a period of time in excess of forty-eight (48) hours or stored on the Property except in an enclosed structure or behind a solid fence, except that during the construction of improvements, necessary construction vehicles may be parked thereon from and during the time of necessity therefor. This restriction shall not apply to automobiles or small

non-commercial pick-up trucks in good repair and attractive condition, provided that any such vehicles are parked on an improved driveway or parking area. Storage of vehicles on the driveway or street rights-of-way is defined as parking without removal for a period of forty-eight (48) hours or more during a period of seven (7) consecutive days. No vehicle shall ever be permitted to park on a driveway at a point where the vehicle obstructs pedestrians from use of a sidewalk.

11. Landscape Installation and Maintenance. Landscaping, underground irrigation and berms for all open, unpaved spaces within the Property, including, but not limited to, building set-back areas, shall be installed by the owner of the Property, at its sole cost and expense, not later than ninety (90) days after occupancy of the building improvements on the Property in accordance with a landscaping plan approved by Fry, such approval not to be unreasonably withheld, conditioned or delayed. The owner of each portion of the Property shall, at its sole cost and expense, maintain all landscaping on its portion of the Property in a manner and with a frequency reasonably consistent with the surrounding Property. No excavation shall be made on, and no sand, gravel or soil shall be removed from the Property, except in connection with the construction of improvements thereon, and upon completion thereof, exposed ground openings shall be backfilled and disturbed ground shall be graded, leveled, and paved or landscaped. Adequate erosion control shall be maintained during construction. All storm water falling on the Property must be collected on site into subsurface drainage structures which must discharge into a storm sewer or other drainage facility which complies with applicable laws and regulations.

The owner of the Property shall comply with all applicable ordinances promulgated by the City of Houston and/or Harris County including, but not limited to, any ordinances with respect to mowing of properties situated within the city or county limits.

12. Parking & Sidewalk Requirements. The parking of automobiles or other vehicles on the streets which are adjacent to the exterior boundaries of the Property is prohibited. This restriction shall not apply to any private streets constructed within the Property. Adequate automobile parking spaces in order to comply with applicable laws, including, without limitation, spaces for resident, employee, customer and visitor parking, shall be provided on each Tract and all such parking areas shall be internally drained, and permanently surfaced with concrete.

Prior to occupancy of building improvements, sidewalks with wheelchair ramps shall be constructed along all public roadways in accordance with applicable governmental requirements.

13. Intentionally Deleted.

14. Governmental Approvals. In addition to Fry's approval rights detailed, above, the Owner of each Tract shall also obtain all applicable or requisite approval from the

applicable municipal utilities district (the "MUD"), City of Houston and Harris County of its construction and/or development plans as well as all plans for water, sewer, and drainage facilities to serve the Property. Said approvals must be obtained prior to the commencement of such construction.

ARTICLE II EASEMENTS

1. Easements. Fry hereby dedicates a non-exclusive easement ten (10') feet in width (the "Utility Easement") into, through, over and across the Easement Area described in Exhibit "D-1" and "D-2" attached hereto, that is required for the underground installation, construction, operation, maintenance, repair, upgrade and removal of water, sanitary sewer, storm water, drainage, power, gas, telephone, cable, or other facilities necessary for the development of the Property.

2. Declaration of Access, Ingress and Egress Easements.

(a) Knollwood hereby grants and conveys in favor of the Corner Tract and Remainder Tract a non-exclusive easement upon, over and across the driveways and access points on the Knollwood Tract as the same may be configured from time to time for the benefit of the lawful users of the Corner Tract and Remainder Tract for only the purpose of vehicular and pedestrian access, ingress and egress; and

(b) Fry hereby grants and conveys in favor of the Knollwood Tract a non-exclusive easement upon, over and across the driveways and access points on the Corner Tract and Remainder Tract, as the same may be configured from time to time for the benefit of the lawful users of the Knollwood Tract for only the purpose of vehicular and pedestrian access, ingress and egress.

(c) Each Owner (as defined below) reserves the right to change, alter or modify the driveways and curb cuts on its portion of the Property, provided the same does not materially and adversely affect the ability of the other benefited parties hereunder to use such driveways and curb cuts.

(d) Maintenance. Each Owner shall maintain in an attractive and good condition and repair its portion of the Property. If any Owner shall fail to maintain and repair its portion of the Property in good repair as required above, any other Owner shall first give such defaulting Owner notice thereof and such defaulting Owner shall have thirty (30) days after receipt of such notice to make the necessary maintenance and/or repairs to such areas; and in the event such maintenance and/or repairs cannot be completed within such time, it shall not be a default on the part of such defaulting Owner, as long as such defaulting Owner has commenced to make the necessary maintenance and/or repairs and is continuing with diligence to make the necessary maintenance and/or repairs to

completion. If such defaulting Owner shall thereafter fail to make the necessary maintenance and/or repairs, any other Owner may, but shall not be obligated to, make such necessary maintenance and/or repairs and the reasonable cost thereof shall be paid by such defaulting Owner not later than thirty (30) days after receipt of a statement therefor (with a reasonable cost breakdown and evidence of the expenses incurred in connection with such maintenance and/or repair).

(e) Nothing herein shall create or grant parking rights or access rights for loading or unloading.

ARTICLE III GENERAL PROVISIONS

1. Term. These covenants shall run with the land and shall be binding upon all persons having an interest in the Property (collectively, "Owners", each individually an "Owner") for a period of forty (40) years from the date of this Declaration.

2. Enforcement. This Declaration is executed for the benefit of the parties hereto, their successors and assigns. The failure of any Owner to comply with this Declaration shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity. Failure to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action to enforce this Declaration may recover from the non-prevailing party all attorneys' fees and costs, including fees and costs for legal assistants and expert witnesses, and including all fees and costs incurred relative to any challenge or appeal.

3. Amendment. This Declaration may be amended or terminated at any time by an instrument executed by the Owner(s) of the Property and Fry, its successors or assigns, and recorded in the official public records of real property of Harris County, Texas.

4. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

5. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

6. Titles. The title of the Articles and Sections contained in this Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

7. No Dedication to the Public. The easements created herein are solely for the benefit of the Owners of the Property, their employees, tenants, licensees, invitees, agents, representatives, independent contractors, successors and assigns, are private and are not intended to grant any rights to the public.

8. No Merger. Notwithstanding that as of the date of this Declaration (or as of any future date) the Corner Tract, Remainder Tract, and the Knollwood Tract are (or may in the future be) owned by the same party, this Declaration, and the benefits and burdens created by this Declaration, will remain in effect and will not merge or terminate, despite such unitary ownership; and this Declaration will remain in effect unless and until amended or terminated by a written agreement executed by the Owner(s) of the Corner Tract, the Remainder Tract, and the Knollwood Tract.

9. Taxes. Any and all taxes imposed upon any portion of the Property shall be paid by the respective legal or equitable owner thereof according to the requirements of law.

10. Indemnity. Each Owner shall defend, indemnify and save and hold each other Owner harmless from and against any and all costs, claims, expenses, demands, causes of action of whatsoever nature which arise out of the negligent acts or omission or willful misconduct of such indemnifying party, its respective employees, agents or contractors entering upon or utilizing the easement rights and privileges on any other party's property pursuant hereto.

11. Uninterrupted Access. No Owner shall prohibit or in anyway interfere with the free uninterrupted rights of ingress and egress granted herein, except during periods of alteration or repair or temporary closure to defeat claims of prescriptive rights or in the event of an emergency, act of God or as expressly stated herein.

12. Transfer of Obligations. The obligations and liabilities of each Owner, as applicable, as set forth herein shall be binding upon such party, its successors and assigns, only with respect to the period during which it owns its portion of the Property.

13. No Partnership or Joint Venture. Nothing in this Declaration shall be construed to make the Owner(s) of the Corner Tract, the Remainder Tract and/or the Knollwood Tract partners or joint venturers or render any of such persons or entity liable for the debts, liabilities or obligations of any other such persons or entity.

14. Multiple Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document. Faxed or scanned signatures are acceptable.

15. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas.

16. Notice. Any notice which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to each Owner by certified mail, return receipt requested, postage prepaid, telecopy or by personal delivery, at the addresses listed below. Any notice shall be deemed received on the first to occur of actual receipt or two (2) business days after the date upon which the sealed envelope containing the notice is deposited in the United States mail by registered or certified United States mail, properly addressed and with postage prepaid.

Notice Address:

Knollwood:
Knollwood Holdings, LP
150 Major Reynolds Place
Knoxville, TN 37919
Attn: _____

With a copy to:
Schlanger, Silver, Barg & Paine, L.L.P.
109 North Post Oak Lane, Suite 300
Houston, Texas 77024
Attn: Louis E. Silver

Fry:
Fry Business, Inc.
2575 Eldridge Rd., Suite A
Sugar Land, TX 77478
Attn: Akbar R. Ali

With a copy to:
Ted A. Cox, P.C.
4910 Dacoma, Suite 100
Houston, TX 77092
Attn: Ted A. Cox

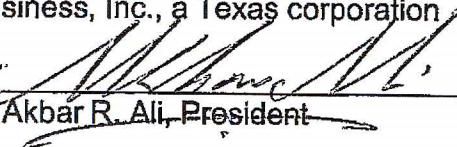
17. Fry and Knollwood represent and warrant to each other that they own their respective Tracts in fee simple, free of any mortgage lien other than those subordinated to this Declaration by the attached Lienholder's Consent and Subordination.

IN WITNESS WHEREOF this Declaration of Covenants, Easements and Restrictions is executed the 29 day of March, 2007.

Fry:

Fry Business, Inc., a Texas corporation

By:


Akbar R. Ali, President

(4)

✓OK

AFTER RECORDING Send TO:
FIDELITY NATIONAL TITLE CO.
5005 RIVERWAY DR., STE 350
HOUSTON, TEXAS 77056
ATTN: BRENDA JACKSON

✓

Notice Address:

Knollwood:
Knollwood Holdings, LP
150 Major Reynolds Place
Knoxville, TN 37919
Attn: _____

With a copy to:
Schlanger, Silver, Barg & Paine, L.L.P.
109 North Post Oak Lane, Suite 300
Houston, Texas 77024
Attn: Louis E. Silver

Fry:
Fry Business, Inc.
2575 Eldridge Rd., Suite A
Sugar Land, TX 77478
Attn: Akbar R. Ali

With a copy to:
Ted A. Cox, P.C.
4910 Dacoma, Suite 100
Houston, TX 77092
Attn: Ted A. Cox

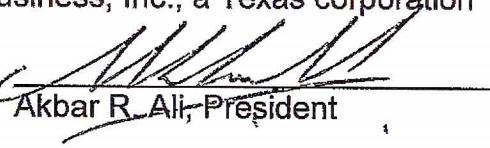
17. Fry and Knollwood represent and warrant to each other that they own their respective Tracts in fee simple, free of any mortgage lien other than those subordinated to this Declaration by the attached Lienholder's Consent and Subordination.

IN WITNESS WHEREOF this Declaration of Covenants, Easements and Restrictions is executed the 29 day of March, 2007.

Fry:

Fry Business, Inc., a Texas corporation

By:


Akbar R. Ali, President

Knollwood:

Knollwood Holdings, LP, a Texas limited partnership

By: J M P Development Company, LLC, a Tennessee limited liability company, its general partner

By:

Name: Michael E. Schaeid

Title: Chief Manager

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 21 day of March, 2007 by Akbar R. Ali, President of Fry Business, Inc., on behalf of said corporation.

(SEAL)

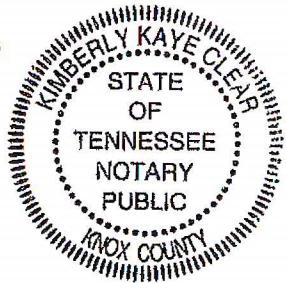


Notary Public - State of Texas

STATE OF Tennessee
COUNTY OF Knox

This instrument was acknowledged before me on the 21ST day of March, 2007 by Michael E. Schaad Chief Mgr. of J M P Development Company, LLC, a Tennessee limited liability company, general partner of Knollwood Holdings, LP, a Texas limited partnership, on behalf of said limited liability company and partnership.

(SEAL)



Kimberly Kaye Clear
Notary Public — State of Tennessee

Lienholder's Consent and Subordination

The undersigned ("Lender") has made a loan to Knollwood Holdings, LP, secured by, among other things, a Deed of Trust granted by Knollwood Holdings, LP, to Lender creating a lien on the Knollwood Tract. Lender hereby consents to the Declaration and agrees that all liens against the Knollwood Tract held by Lender are or hereby be subordinated, in all respects, to the provisions of the foregoing Declaration.

Branch Banking & Trust Company

By: Mitchell W. Noble
Name: Mitchell W. Noble
Title: Vice-President

WN

THE STATE OF Tenn.

COUNTY OF Knox

BEFORE ME, the undersigned authority, on this 20 day of Mar., 2007, personally appeared Mitchell W. Noble the VicePresident of Branch Banking & Trust Co. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said financial institution.

Janet H. Dempster
NOTARY PUBLIC - STATE OF Tenn.

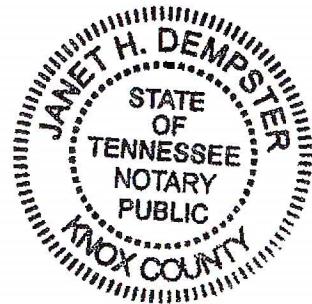


EXHIBIT A

LEGAL DESCRIPTION

BEING A TRACT OF LAND CONTAINING 1.726 ACRES, LOCATED IN THE J.C. OGBURN SURVEY, ABSTRACT 616; SAID 1.726 ACRE TRACT BEING OUT OF THE NORTH 1/2 OF LOT 12, IN THE J.H. HACKETT SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 81, PAGE 140 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R), IN HARRIS COUNTY, TEXAS SAID 1.726 ACRES ALSO BEING A PORTION OF A CALLED 137.9383 ACRE TRACT RECORDED IN THE NAME OF HSM/SONRISA, LTD., IN HARRIS COUNTY CLERK'S FILE NUMBER T514587; SAID 1.726 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

MM

COMMENCING AT A 3/4-INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF A CALLED 19.7085 ACRE TRACT RECORDED IN THE NAME OF SONRISA PROPERTIES, LC, TRUSTEE, AND ON THE EAST LINE OF SETTLERS VILLAGE, SECTION 2, A SUBDIVISION RECORDED IN VOLUME 317, PAGE 88, OF THE HARRIS COUNTY MAP RECORDS AND THE SOUTHWEST CORNER OF A CALLED 137.567 ACRE TRACT OF LAND RECORDED IN THE NAME OF FRY 236 LIMITED PARTNERSHIP IN H.C.C.F. NO. T167816;

THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, WITH THE NORTH LINE OF SAID 19.7035 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, PASSING AT A DISTANCE OF 1298.25 FEET A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 19.7085 ACRE TRACT BEING THE MOST NORTHERLY NORTHWEST CORNER OF AFORESAID 137.9383 ACRE TRACT AND CONTINUING WITH THE NORTH LINE OF AFORESAID 137.9383 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, AT A DISTANCE OF 2571.62 FEET PASS A 4-INCH SQUARE CONCRETE MONUMENT AND CONTINUE IN ALL A TOTAL DISTANCE OF 2595.31 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 137.9383 ACRE TRACT THE SOUTHEAST CORNER OF SAID 137.567 ACRE TRACT, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF FRY ROAD (100 FEET WIDE), AS DESCRIBED IN H.C.C.F. NO. J139651;

THENCE SOUTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, WITH SAID FRY ROAD WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1878.67 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, CONTINUING WITH SAID FRY ROAD WEST RIGHT-OF-WAY LINE, A DISTANCE OF 225.00 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHERLY CORNER OF THE NORTHWEST INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STOCKTON FALLS DRIVE (60 FEET WIDE) AS RECORDED IN FILM CODE NUMBER 494088 H.C.M.R, AND THE SAID FRY ROAD WEST RIGHT-OF-WAY LINE;

THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF SAID STOCKTON FALLS DRIVE, THE FOLLOWING FOUR (4) COURSES;

1. 39.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 02 MINUTES 12 SECONDS, A RADIUS OF 25.00 FEET AND A CHORD THAT BEARS SOUTH 45 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 35.37 FEET TO A SET 5/8 INCH IRON ROD;
2. NORTH 89 DEGREES 50 MINUTES 57 SECONDS WEST, A DISTANCE OF 174.47 FEET TO A 5/8 INCH IRON ROD FOUND;
3. 21.91 FEET (CALLED 21.85) ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 03 DEGREES 49 MINUTES 23 SECONDS, A RADIUS OF 328.39 FEET AND A CHORD THAT BEARS SOUTH 88 DEGREES 14 MINUTES 22 SECONDS WEST, A DISTANCE OF 21.91 FEET TO A 5/8 INCH IRON ROD FOUND;
4. SOUTH 86 DEGREES 19 MINUTES 40 SECONDS WEST, A DISTANCE OF 79.23 FEET TO A 5/8 INCH IRON ROD FOUND;

THENCE NORTH 00 DEGREES 09 MINUTES 03 SECONDS EAST, A DISTANCE OF 255.83 FEET TO
A 5/8 INCH IRON ROD SET;

THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANC EOF 300.25 FEET TO
THE POINT OF BEGINNING AND CONTAINING 1.726 ACRES OF LAND.

EXHIBIT B

LEGAL DESCRIPTION

BEING A TRACT OF LAND CONTAINING 1.2405 ACRES, LOCATED IN THE J.C. OGBURN SURVEY, ABSTRACT 616; SAID 1.2405 ACRE TRACT BEING OUT OF THE NORTH 1/2 OF LOT 12, IN THE J.H. HACKETT SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 81, PAGE 140 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R), IN HARRIS COUNTY, TEXAS SAID 1.2405 ACRES ALSO BEING A PORTION OF A CALLED 137.9383 ACRE TRACT RECORDED IN THE NAME OF HSM/SONRISA, LTD., IN HARRIS COUNTY CLERK'S FILE NUMBER T514587; SAID 1.2405 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/4-INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF A CALLED 19.7085 ACRE TRACT RECORDED IN THE NAME OF SONRISA PROPERTIES, LC, TRUSTEE, AND ON THE EAST LINE OF SETTLERS VILLAGE, SECTION 2, A SUBDIVISION RECORDED IN VOLUME 317, PAGE 88, OF THE HARRIS COUNTY MAP RECORDS AND THE SOUTHWEST CORNER OF A CALLED 137.567 ACRE TRACT OF LAND RECORDED IN THE NAME OF FRY 236 LIMITED PARTNERSHIP IN H.C.C.F. NO. T167816;

THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, WITH THE NORTH LINE OF SAID 19.7035 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, PASSING AT A DISTANCE OF 1298.25 FEET A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 19.7085 ACRE TRACT BEING THE MOST NORTHERLY NORTHWEST CORNER OF AFORESAID 137.9383 ACRE TRACT AND CONTINUING WITH THE NORTH LINE OF AFORESAID 137.9383 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, AT A DISTANCE OF 2571.62 FEET PASS A 4-INCH SQUARE CONCRETE MONUMENT AND CONTINUE IN ALL A TOTAL DISTANCE OF 2595.31 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 137.9383 ACRE TRACT THE SOUTHEAST CORNER OF SAID 137.567 ACRE TRACT, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF FRY ROAD (100 FEET WIDE), AS DESCRIBED IN H.C.C.F. NO. J139651;

THENCE SOUTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, WITH SAID FRY ROAD WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1698.67 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, CONTINUING WITH SAID FRY ROAD WEST RIGHT-OF-WAY LINE, A DISTANCE OF 180.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND

THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS WEST, A DISTANCE OF 300.25 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 00 DEGREES 09 MINUTES 03 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 300.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.2405 ACRES (54,036 SQUARE FEET) OF LAND.

EXHIBIT "C"

Description of the Remainder Tract

That 1.9645 acre tract being the tract of land originally containing 4.931 acres, more or less, located in the J.C. Ogburn Survey, Abstract 616; said 4.931 acres being more particularly described by metes and bounds in the Deed recorded under Harris County Clerk's File #X913396, less the 1.7260 acre tract described in Exhibit "A" and the 1.2405 acre tract described in Exhibit "B" attached hereto.

EXHIBIT D-1

LEGAL DESCRIPTION

SOUTH EASEMENT TRACT

BEING A TRACT OF LAND CONTAINING 0.0583 ACRES, LOCATED IN THE J.C. OGBURN SURVEY, ABSTRACT 616, BEING OUT OF THE NORTH 1/2 OF LOT 12, IN THE J.H. HACKETT SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 81, PAGE 140 OF THE HARRIS COUNTY DEED RECORDS IN HARRIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 137.9383 ACRE TRACT RECORDED IN THE NAME OF HSM/SONRISA, LTD., IN HARRIS COUNTY CLERK'S FILE NUMBER T514587, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/4-INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF A CALLED 19.7085 ACRE TRACT RECORDED IN THE NAME OF SONRISA PROPERTIES, LC, TRUSTEE, AND ON THE EAST LINE OF SETTLERS VILLAGE, SECTION 2, A SUBDIVISION RECORDED IN VOLUME 317, PAGE 88, OF THE HARRIS COUNTY MAP RECORDS AND THE SOUTHWEST CORNER OF A CALLED 137.567 ACRE TRACT OF LAND RECORDED IN THE NAME OF FRY 236 LIMITED PARTNERSHIP IN H.C.C.F. NO. T167816;

THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, WITH THE NORTH LINE OF SAID 19.7085 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, PASSING AT A DISTANCE OF 1298.25 FEET A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 19.7085 ACRE TRACT BEING THE MOST NORTHERLY NORTHWEST CORNER OF AFORESAID 137.9383 ACRE TRACT AND CONTINUING WITH THE NORTH LINE OF AFORESAID 137.9383 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, AT A DISTANCE OF 2571.62 FEET PASS A 4-INCH SQUARE CONCRETE MONUMENT AND CONTINUE IN ALL A TOTAL DISTANCE OF 2595.31 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 137.9383 ACRE TRACT THE SOUTHEAST CORNER OF SAID 137.567 ACRE TRACT, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF FRY ROAD (100 FEET WIDE), AS DESCRIBED IN H.C.C.F. NO. J139651;

THENCE SOUTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, WITH SAID FRY ROAD WEST RIGHT-OF-WAY LINE, A DISTANCE OF 11404.52 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF A CALLED 4.931 ACRE TRACT AND BEING IN THE NORTH LINE OF A 50 FOOT HUMBLE PIPELINE COMPANY EASEMENT AS DESCRIBED IN VOLUME 6926, PAGE 47 OF TE HARRIS COUNTY DEED RECORDS;

THENCE SOUTH 86 DEGREES 39 MINUTES 48 SECONDS WEST, ALONG THE NORTH LINE OF SAID 50 FOOT HUMBLE PIPELINE EASEMENT, A DISTANCE OF 268.95 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 09 MINUTES 03 SECONDS WEST, A DISTANCE OF 457.97 FEET TO THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 09 MINUTES 03 SECONDS WEST, A DISTANCE OF 253.74 FEET TO A POINT IN THE NORTH RIGHT OF WAY LINE OF STOCKTON FALLS DRIVE FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 86 DEGREES 19 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF STOCKTON FALLS DRIVE, A DISTANCE OF 10.02 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 00 DEGREES 09 MINUTES 03 SECONDS EAST, A DISTANCE OF 254.41 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0583 ACRES (2,540 SQUARE FEET) OF LAND.

EXHIBIT D-2

LEGAL DESCRIPTION

CENTER EASEMENT TRACT

BEING A TRACT OF LAND CONTAINING 0.0413 ACRES, LOCATED IN THE J.C. OGBURN SURVEY, ABSTRACT 616, BEING OUT OF THE NORTH 1/2 OF LOT 12, IN THE J.H. HACKETT SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 81, PAGE 140 OF THE HARRIS COUNTY DEED RECORDS IN HARRIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 137.9383 ACRE TRACT RECORDED IN THE NAME OF HSM/SONRISA, LTD., IN HARRIS COUNTY CLERK'S FILE NUMBER T514587, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/4-INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF A CALLED 19.7085 ACRE TRACT RECORDED IN THE NAME OF SONRISA PROPERTIES, LC, TRUSTEE, AND ON THE EAST LINE OF SETTLERS VILLAGE, SECTION 2, A SUBDIVISION RECORDED IN VOLUME 317, PAGE 88, OF THE HARRIS COUNTY MAP RECORDS AND THE SOUTHWEST CORNER OF A CALLED 137.567 ACRE TRACT OF LAND RECORDED IN THE NAME OF FRY 236 LIMITED PARTNERSHIP IN H.C.C.F. NO. T167816;

THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, WITH THE NORTH LINE OF SAID 19.7085 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, PASSING AT A DISTANCE OF 1298.25 FEET A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 19.7085 ACRE TRACT BEING THE MOST NORTHERLY NORTHWEST CORNER OF AFORESAID 137.9383 ACRE TRACT AND CONTINUING WITH THE NORTH LINE OF AFORESAID 137.9383 ACRE TRACT AND THE SOUTH LINE OF SAID 137.567 ACRE TRACT, AT A DISTANCE OF 2571.62 FEET PASS A 4-INCH SQUARE CONCRETE MONUMENT AND CONTINUE IN ALL A TOTAL DISTANCE OF 2595.31 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 137.9383 ACRE TRACT THE SOUTHEAST CORNER OF SAID 137.567 ACRE TRACT, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF FRY ROAD (100 FEET WIDE), AS DESCRIBED IN H.C.C.F. NO. J139651;

THENCE SOUTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, WITH SAID FRY ROAD WEST RIGHT-OF-WAY LINE, A DISTANCE OF 11404.52 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF A CALLED 4.931 ACRE TRACT AND BEING IN THE NORTH LINE OF A 50 FOOT HUMBLE PIPELINE COMPANY EASEMENT AS DESCRIBED IN VOLUME 6926, PAGE 47 OF TE HARRIS COUNTY DEED RECORDS;

THENCE SOUTH 86 DEGREES 39 MINUTES 48 SECONDS WEST, ALONG THE NORTH LINE OF SAID 50 FOOT HUMBLE PIPELINE EASEMENT, A DISTANCE OF 268.95 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 09 MINUTES 03 SECONDS WEST, A DISTANCE OF 277.97 FEET TO THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 09 MINUTES 03 SECONDS WEST, A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND

THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND BEING IN THE EAST LINE OF A CALLED 11 FOOT 6 INCH AERIAL EASEMENT AS DESCRIBED IN HARRIS COUNTY CLERKS FILE NUMBER X081670,

THENCE NORTH 00 DEGREES 09 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID AERIAL EASEMENT, A DISTANCE OF 180.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0413 ACRES (1,800 SQUARE FEET) OF LAND.

FILED

2001 APR -3 AM 11:51

Beverly B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the Number Sequence on the date and at time
stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris
County Texas on

APR - 3 2007



Beverly B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS