ER 032 - 64 - 0699

5221/006/33

Mailing Address of Grantee

BC HUMBLE ENTERPRISES, LLC 7115 W. Tidwell Rd., Suite K110 Houston, TX 77092-2059

After Recording Return to:

Mr. Steve Newson, Esq. 12,000 Westheimer Road, Suite 232 Houston, TX 77077

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS COUNTY OF HARRIS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BCWK L.P. (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by BC HUMBLE ENTERPRISES, LLC, a Texas limited liability company (hereinafter 1EE referred to as "Grantee"), including the execution and delivery by Grantee of a promissory note (the "Note") in favor of Grantor, secured by a Deed of Trust (herein so called) in favor of Kim L. Lawrence, Trustee, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the following described property in Harris County, Texas, to-wit:

That real property described in <u>Exhibit "A"</u> attached hereto and hereby made a part hereof, together with any and all buildings, structures and improvements situated, erected or constructed thereon (the "<u>Property</u>"); subject, however, to those matters of record and affecting the Property.

TO HAVE AND TO HOLD the Property, together with (but without warranty) all and singular the rights and appurtenances owned by Grantor pertaining to the premises, including, without limitation, all of Grantor's right, title and interest, if any, in and to all and singular the rights and appurtenances owned by Grantor pertaining to the Property, including, without limitation, all of Grantor's right, title and interest, if any, in and to any and all mineral interests and riparian rights, adjacent roads, streets, alleys, easements, strips and gores, and rights-of-way and rights of ingress and egress to, from or adjacent to the Property (but not any adjacent property owned by Grantor), unto the said Grantee, its successors, legal representatives and assigns forever, and Grantor does hereby bind itself, and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, and subject as aforesaid, free and clear from any and all liens whatsoever.

There having been a proration of standby fees, ad valorem taxes and assessments applicable to the above-described property between Grantor and Grantee, by its acceptance hereof, Grantee hereby assumes and agrees to pay all standby fees, ad valorem taxes and assessments assessed against the above-described property for 2012 and all subsequent years and subsequent assessments for prior years due to change in land usage or ownership, and further agrees to save, defend, indemnify and hold Grantor harmless from all such standby fees, taxes and assessments.

But it is expressly agreed that the vendor's lien, as well as superior title in and to the above described Property, is retained against the above described Property, until the above described Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this Deed shall become absolute.

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR HAS SOLD AND CONVEYED TO GRANTEE AND GRANTEE HAS ACCEPTED THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT OF THE SPECIAL WARRANTY OF TITLE. GRANTEE HAS NOT RELIED ON, AND GRANTOR HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED PURCHASER OF REAL ESTATE AND THAT IT RELIED SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY AND SHALL MAKE AN INDEPENDENT VERIFICATION OF THE CONDITION OF THE PROPERTY. GRANTEE CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL **CONDITIONS** THEREOF. RELIED AND **UPON** SAME. GRANTEE **ACKNOWLEDGES** THAT **GRANTOR** AFFORDED GRANTEE A **FULL** OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND RELIED SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. GRANTEE HEREBY ASSUMES THE RISK THAT **ADVERSE** INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL OR CONSTRUCTION DEFECTS OR ADVERSE ENVIRONMENTAL, HEALTH OR SAFETY CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS.

EXECUTED effective May / /, 2012.

GRANTOR:

BCWK L.P.

10R

Title:

STATE OF Now York & COUNTY OF King?

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared State Of BCWK L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed the same for the purpose and consideration therein expressed and in the capacity therein stated, as the act and deed of such limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of May, 2012.

TYPE, STAMP OR PRINT NAMÉ OF NOTARY AND **COMMISSION EXPIRES:**

Notary Public

Attachments: Exhibit "A" - Legal Description of the Property

EXHIBIT "A" DESCRIPTION OF LAND

Exhibit A

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TRACT 1:

DESCRIPTION of an 8745 square foot (0.2007 Acre) tract of land in the Thomas Norments survey, Abstract No. 601, Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Northerly cutback of the intersection of the West Right of Way of Old Humble Road (100' R/W) and the North Right of Way of Chateau Blvd. (80' R/W);

THENCE, Northeasterly, along the West Right of Way of Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 171.26 feet to a 5/8" iron rod and the most Southerly comer or the tract herein described and the POINT OF BEGINNING;

THENCE, N 45° 29' 23" W, a distance of 92.75 feet to a 5/8" iron rod and the most Westerly corner of the tract herein described;

THENCE, N 45° 00' 15" E, a distance of 99.95 feet to a 5/8" iron rod and the most Northerly corner or the tract herein described;

THENCE, S 45° 37' 39" E, a distance of 82.10 feet to a s/s" iron rod in the West Right of Way of Old Humble Road and the most Easterly corner of the tract herein described;

THENCE, S 38° 55' 35" W, along the West Right of Way of Old Humble Road, a distance of 100.60 feet to the POINT OF BEGINNING and containing 0.2007 Acre.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

TRACT 2:

DESCRIPTION of a 39,690 square foot (0.9111 Acre) tract or land in the Thomas Norments Survey, Abstract No. 601, Harris County, Texas and being more particularly described by metes and bounds as follows,

COMMENCING at the most Southerly cutback corner or the intersection of the West Right of Way of Old Humble Road (100' R/W) and the South Right of Way of Chateau Blvd. (80' R/W);

THENCE, S 44° 30' 35" W, along the West Right of Way of Old Humble Road, a distance of 475.53 feet to a 5/8" iron rod and a point of curve;

THENCE, southwesterly, along the West Right of Way of Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 40.05 feet to a 5/8" iron rod and the Northeast corner of the tract herein described and the POINT OF BEGINNING;

THENCE, Southwesterly along the West Right of Way or Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 122.98 feet to a 5/8" iron rod and a point of reverse curve;

THENCE, Southwesterly, along the West Right Of Way Of Old Humble Road and a curve to the left, having a radius of 2050.00 feet, a distance of 123.36 feet to a 5/8" iron rod and the Southeast corner of the tract herein described;

THENCE, N 89° 25' 35" W, a distance of 126.07 feet to a 5/8" iron rod in the West Right of Way of a 70' drainage easement as recorded in Vol. 3461, Page 214 of the Harris County Deed Records and the Southwest corner of the tract herein described;

THENCE, N 00° 34' 25" F, along the West Right of Way of said drainage easement, a distance of 188.00 feet to a s/a" iron rod and the Northwest corner of the tract herein described;

THENCE, S 85° 21' 30" E, a distance of 309.41 feet to the POINT OF BEGINNING and containing 0.9111 acre.

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Pages 7
05/17/2012 10:56:59 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 36.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

