SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: THAT

§ § § **COUNTY OF HARRIS**

RIVIANA FOODS, INC., a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration to in hand paid by SILVER SILO, LLC, a Texas limited liability company ("Grantee"), whose mailing address is 2101 Winter Street, Studio C-1, Houston, Texas 77007, the receipt and sufficiency of which consideration are hereby acknowledged; has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property described on Exhibit A attached hereto and incorporated herein together with (a) all improvements, if any, located thereon, (b) all right, title and interest of Grantor, if any, in and to all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such real property, (c) all right, title, and interest of Seller, if any, in and to all water and sewer taps and tap fees, sanitary or storm sewer capacity or reservations and rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utilities to the Property, to the extent assignable, and (d) all right, title, and interest of Grantor, if any, in and to any land to the center line of any street, road or alley, open or proposed, adjoining such real property (said land described on Exhibit A, the improvements thereon, and said right, title and interest, if any, in and to said rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances, land lying in the bed of any such street, road or alley, being hereinafter referred to collectively as the "Property"), subject to the reservations and other matters hereinafter set forth.

This conveyance is made subject and subordinate to (i) those encumbrances and exceptions (hereinafter referred to collectively as the "Permitted Exceptions") set forth on Exhibit B attached hereto and incorporated herein, but only to the extent that the same are valid and existing and affect title to the Property, (ii) the Restriction (hereinafter defined), (iii) the Easement (hereinafter defined), and (iv) the reservations hereinafter set forth.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, the Restriction, the Easement and said reservations as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular, subject to the Permitted Exceptions, the Restriction, the Easement, and said reservations, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise, and provided further that no warranty is made as to the Property described in clause (a), (b) or (c) of the first paragraph of this instrument.

The Property is conveyed and accepted in an "AS IS, WHERE IS" condition, and "WITH ALL FAULTS", and without warranty or representation of any kind, express or implied, except for the warranty of title set forth herein and the representations and warranties set forth in the PSA, and Grantor has been released on behalf of Grantee and [its successors] [his heirs, legal representatives] and assigns from any liability in respect of the condition of the Property and certain other matters, all as more fully provided in the Agreement of Purchase and Sale between Grantor and Grantee dated as of October 7, 2016, as amended (as so amended, the "PSA").

This conveyance is hereby made and accepted subject to the following restrictions, covenants, and conditions (collectively, the "Restriction"), which shall run with the Property and every portion thereof, and be binding upon Grantee, and subsequent grantees and owners of the Property or any portion thereof, and its and their respective successors, assigns, heirs and legal representatives (collectively, "Grantee's Successors and Assigns"), as owners of the Property or any portion thereof (and where so indicated, shall be binding upon any and all users of the Property or any portion thereof), and shall inure to the benefit of, and be enforceable by, Grantor and Grantor's successors:

- 1. <u>Defined Terms</u>. As used herein, the following terms shall have the meanings ascribed to them below:
 - (a) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended or restated from time to time.
 - (b) "Commercial/Industrial" shall mean land use that does not include human habitation or other Residential Purposes.
 - (c) "Hazardous Substances" shall mean (i) any "hazardous waste," "industrial waste," "solid waste," "hazardous material," "hazardous substance," "toxic substance," "hazardous material," "pollutant," or "contaminant" as those terms are defined, identified, or regulated under any Legal Requirement; (ii) any asbestos containing materials, whether in a friable or non-friable condition, polychlorinated biphenyls, or radon; (iii) any petroleum, petroleum hydrocarbons, petroleum products and motor fuels, crude oil and any components, fractions, or derivatives thereof released into the environment; and (iv) any substance that, whether by its nature or its use, is subject to regulation under any applicable federal, state, or local environmental law, rule, regulation, ordinance, order or legally enforceable requirement including, but not limited to, CERCLA, RCRA, and TSWDA, or for which any governmental entity requires environmental investigation or remediation.

- (d) "Legal Requirement" shall mean any applicable federal, state, or local environmental law, rule, regulation, ordinance, order or legally enforceable requirement including, but not limited to, CERCLA, RCRA, and the TSWDA.
- (e) "On-Grade" shall mean the construction of a permanent foundation of concrete or other materials placed directly on soil, all or portions of which act as the footing for a building or other structure.
- (f) "RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended or restated from time to time.
- (g) "Residential Purposes" shall mean property used for dwellings such as single family houses, townhomes, townhouses, and condominiums, and multifamily apartments, children's homes, and nursing homes, as well as daycare facilities, educational facilities, hospitals, hospites, extended care facilities, and parks.
- (h) "TSWDA" shall mean the Texas Solid Waste Disposal Act, Tex. Health & Safety Code, Chapter 361, as amended or restated from time to time.
- (i) "Vapor Barrier" shall mean materials, devices, systems, measures, and techniques, whether active or passive, used to prevent or mitigate the intrusion, migration, infiltration, or passage of vapor into a building or other structure, the source of which is in soil or groundwater.
- 2. Residential Use. In the event Grantee or any subsequent owner or user of the Property utilizes or develops all or any portion of the Property for Residential Purposes, then no inhabitable enclosed building or structure (other than temporary construction trailers) shall ever be used, constructed, erected or placed "On-Grade" at the Property or any portion thereof unless such building or structure shall incorporate a Vapor Barrier to address vapors (including without limitation those vapors (if any) from chlorinated solvents or any other Hazardous Substances or constituents of concern present in the groundwater under the Land and other portions of the Property) emanating from the soil or subsurface which might intrude, migrate, infiltrate or otherwise pass into the enclosed spaces of the building or structure.
- 3. Commercial/Industrial. In connection with the use, development or redevelopment of the Property by Grantee or any subsequent owner or user of the Property for Commercial/Industrial purposes such party shall implement reasonable industry standard practices or measures to the extent necessary based upon reasonably ascertainable factors to mitigate or prevent the intrusion, migration, infiltration or passage of vapors (including without limitation those vapors (if any) from chlorinated solvents or any other Hazardous Substances or constituents of concern present in the groundwater under the Land and other portions of the Property) emanating from the soil or subsurface which might intrude, migrate, infiltrate or otherwise pass into the enclosed spaces of any enclosed building or structure.
- 4. <u>Regulation of Vapor Intrusion.</u> Grantee and any subsequent owner or user of the Property shall bear all liability and responsibility for compliance with any prospective

Legal Requirement arising on or after the date hereof relating to the intrusion, migration, infiltration, or passage of potentially harmful vapors into a structure emanating from soil, groundwater or other subsurface conditions, including without limitation, any monitoring, operating procedures, inspection requirements, capital improvements, or other measures necessary to comply with such Legal Requirements.

- 5. Grantor Released From Liability. Grantee and Grantee's Successors and Assigns and all users of the Property or any portion thereof (collectively, the "Grantee Parties") do hereby forever IRREVOCABLY RELEASE, and forever discharge and covenant not to sue or otherwise directly or indirectly seek to recover or accept damages from Grantor or any of its controlling persons and affiliates, and its and their respective agents, representatives, employees, officers, directors, managers, members, partners, consultants and contractors (collectively, the "Grantor Parties") for or from any and all claims, demands, responsibilities, liabilities (INCLUDING WITHOUT LIMITATION, STRICT ARISING UNDER LEGAL REQUIREMENTS, ENVIRONMENTAL STATUTES OR RULES), or causes of action at law or equity (the foregoing being collectively called "Claims") arising out of or related to the condition, valuation, salability, or utility of the Property, or its suitability for any purpose whatsoever including, but not limited to, with respect to the presence in the environment of Hazardous Substances, any voluntary or required investigatory or remedial action to respond to or address suspected or actual Hazardous Substances in the environment, any active or inactive water wells on the Property, or any environmental, structural or geologic condition on, under, adjacent to, migrating to or from, or otherwise affecting the Property. Without limiting or being limited by the foregoing, Grantee Parties specifically do hereby forever IRREVOCABLY RELEASE the Grantor Parties from and covenant not to sue or otherwise directly or indirectly seek to recover or accept damages for any Claims the Grantee Parties may have against any Grantor Parties now or in the future under CERCLA; RCRA; and TSWDA; any other analogous state or federal statute; and common law arising from the environmental conditions of the Property or the presence of Hazardous Substances, on, under, adjacent to, migrating to or from, or otherwise affecting the Property.
- 6. <u>Easement Restrictions</u>. The exercise of the easement granted herein in <u>Paragraph 13</u> and its rights of ingress and egress shall not unreasonably or materially interfere with Grantee's use of the Property.
- 7. Certification of Vapor Barrier and Related Measures. In connection with the construction or implementation of any Vapor Barrier pursuant to Paragraph 2 above or other practices or measures for prevention and/or mitigation of vapor intrusion implemented pursuant to Paragraph 4 above, prior to initiation of work related thereto Grantee shall provide to Grantor a certification by an environmental or construction engineer selected by Grantee, who is licensed in Texas and has experience in addressing vapor intrusion, that the plans and specifications therefor are, as to vapor intrusion, proven and accepted engineering methods and practices, consistent with industry standards in the Houston, Texas metropolitan area and applicable legal requirements, and upon conclusion of such work, such engineer shall provide a certification that the work was completed in accordance with its plans and specifications. No building or structure shall be erected, redeveloped,

or placed on the Property or any portion thereof except in conformity with this Restriction.

- 8. <u>Alteration</u>. If a Vapor Barrier or other means used to mitigate or prevent the intrusion, migration, infiltration, or passage of vapors is installed or implemented at the Property, the system shall be inspected on a reasonable basis from time to time by the then current owner. If any person desires to alter any Vapor Barrier it must provide the certifications outlined in <u>Paragraph 8</u> related to this alteration, except to the extent necessary to comply with applicable laws or because of exigent circumstances.
- 9. Covenants Running with the Land. The restrictions, covenants and easements contained herein shall be covenants running with the land and shall bind the Property and Grantee and Grantee's Successors and Assigns. The restrictions, covenants and easements contained herein shall benefit and be enforceable by Grantor, and its successors.
- 10. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses (or to such changed addresses as shall be the subject of a prior notice from the receiving party to the sending party sent in accordance herewith, provided that a notice of such change of address is also theretofore filed with respect to the Restriction by the receiving party in the Real Property Records of Harris County, Texas):

If to Grantor:

Riviana Foods, Inc.

2727 Allen Parkway, Suite 1500

Houston, Texas 77019

Attn: Ms. Elizabeth B. Woodard

Vice President, General Counsel and Secretary

Telephone: (713) 525-9502 Facsimile: (713) 535-8285 Email: swoodard@riviana.com

With a copy to:

Locke Lord LLP 600 Travis, Suite 2800 Houston, Texas 77002 Attn: Mr. Scott Hunsaker Telephone: (713) 226-1279 Facsimile: (713) 223-3717

Email: shunsaker@lockelord.com

If to Grantee:

Silver Silo, LLC

2101 Winter Street Studio C-1

Houston, Texas 77007 Attn: Mr. Jon Deal

Telephone: (713) 862-0082 Facsimile: (713) 862-6814 Email: jon@dealco.net With a copy to:

Wilson, Cribbs & Goren, P.C. 2500 Fannin St. Houston, Texas 77002 Attn: Mr. Anthony Marré

Telephone: (713) 547-8511 Facsimile: (713) 229-8824 Email: amarre@wcglaw.com

All such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, prior to such carrier's deadline for overnight deliveries, otherwise two (2) business days after deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon electronic confirmation of receipt of such notice (or if such electronic confirmation of receipt occurs other than on a business day, or other than during normal business hours, then on the next business day after such electronic confirmation of receipt occurs), (d) sent by e-mail as a PDF, in which case notice shall be deemed delivered upon transmission (or if such transmission occurs other than on a business day, or other than during normal business hours, then on the next business day after such transmission occurs), or (e) sent by personal delivery, in which case notice shall be effective upon delivery or refusal to accept delivery (and provided, further, that any notice sent in accordance with clause [c] or [d] of this sentence shall also be sent contemporaneously in accordance with the manner set forth in clause [a], [b] or [e] of this sentence). "Business day" refers to a day other than a Saturday, Sunday or legal holiday in Houston, Texas, and "normal business hours" refers to the hours between 8:00 a.m. and 5:00 p.m., Houston, Texas time on a business day.

- MSD Restrictions. Grantee and Grantee's Successors and Assigns shall cooperate with Grantor in such manner as Grantor may reasonably request from time to time in connection with the existing, or any future, Municipal Settings Designation or other regulatory closure ("MSD") with regard to the Property, including but not limited to, by executing and recording, upon Grantor's request, such documents, instruments, and agreements as may be required by the City of Houston, or the Texas Commission on Environmental Quality ("TCEQ"), or which are standard or otherwise reasonable and necessary in connection with the MSD, or which are otherwise reasonably required by Grantor in connection with the MSD, and to provide record notice thereof.
- 12. Pier and Beam Maintenance. To the extent of any construction or placement of any building or structure on the Property or any portion thereof featuring pier and beam or similar construction on the Property or any portion thereof, reasonable and adequate space and air flow shall be maintained between the ground's surface and flooring to allow reasonable air circulation, and any such subfloor areas shall not be used for storage or staging.
- 13. <u>Easement</u>. This conveyance is also hereby made and accepted subject to the reservation of the easement and other rights provided for in this paragraph (collectively, the "<u>Easement</u>"). Grantor hereby reserves, for the benefit of Grantor and its successors, assigns and designees (including but not limited to Arkema, as hereinafter defined), and its and their

respective officers, employees, agents, representatives, consultants and contractors, a nonexclusive easement and right of way in, on, under, over and upon the Property, for purposes of or relating to (i) implementation of work plans for geoprobe borings, and installation and sampling of permanent wells, contemplated by the Access Agreement dated effective June 21, 2004, as amended prior to the date hereof (the "Access Agreement") between Grantor and ATOFINA Chemicals, Inc., a Pennsylvania corporation now known as Arkema, Inc. ("Arkema"), (ii) performance of other obligations, or exercise of other rights, or performance of other activities, contemplated by the Access Agreement, or related thereto, and (iii) the existing. or any future, municipal settings designation, remediation program, innocent owner/operator certificate or other similar activity upon all or any portion of the Property. The Easement shall include, without limitation, upon reasonable advance notice to Grantee, nonexclusive rights of vehicular and pedestrian access, ingress, and egress, as well as rights of installation, construction, operation, repair, inspection, maintenance, modification and removal of such wells, and other equipment, structures and facilities as reasonably necessary or appropriate in connection with the intended purposes of the Easement. The term of the Easement shall be from the date hereof until all of the following shall have occurred: (i) Arkema shall have fully satisfied all of its obligations under the Access Agreement; and (ii) the Access Agreement shall have terminated according to its terms. The Easement shall be binding upon Grantee and Grantee's Successors and Assigns.

In addition, there is hereby reserved unto Grantor, its successors and assigns, and the "Property" shall not include all of the right, title and interest of Grantor, if any, in and to all oil, gas, and other minerals of every kind or character (whether similar or dissimilar to the foregoing) in, on, under or that may be produced from such real property. Grantor waives, however, any right of access to the surface of said real property, to a depth of 500 feet below the surface of said real property, for the purpose of exploring for, producing, storing or transporting any of said oil, gas and other minerals.

IN WITNESS WHEREOF, Grantor has executed this instrument on the date set forth in the acknowledgement hereof, but effective as of January <u>10</u>, 2017.

RIVIANA FOODS, INC.

Elizabeth B. Woodard.

Vice President, General Counsel and Secretary

THE STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me, the undersigned Notary Public, on this <u>10 th</u> day of January, 2017, by Elizabeth B. Woodard, Vice President, General Counsel and Secretary of Riviana Foods, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed Name of Notary: Amy J. MARTIN

My Commission Expires: 9-23-2018

After Recording, Return to: Chicago Title Company 712 Main Street Suite 2000 Houston, Texas 77002 Attn: Ria Van Dright

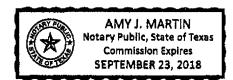


Exhibit "A" (Property) (attached)

METES AND BOUNDS DESCRIPTION 4.931 ACRES JOHN AUSTIN SURVEY, ABSTRACT NUMBER 1 HOUSTON, HARRIS COUNTY, TEXAS

Being a tract or parcel containing 4.931 acres (214,820 square feet) of land situated in the John Austin Survey, Abstract Number 1, Houston, Harris County, Texas; being all of Block 345, Block 338 and part of Block 329, Shearne Addition North Side Buffalo Bayou (N.S.B.B.), an unrecorded subdivision; being that part of Taylor Street lying between Block 345 and Block 338, and that part of Hemphill Street lying between Block 338 and Block 329; being all of Unrestricted Reserve "A" (1.5611 Acres), Riviana Foods, Sec. 1, a plat of subdivision recorded at Film Code Number 527248 Harris County Map Records; being all of that certain tract conveyed to Riviana Foods, Inc. by deed recorded in Volume 6019, Page 247 and Volume 6019, Page 249 Harris County Deed Records (H.C.D.R.); being all of that certain Tract 1 and Tract 2 conveyed to Champion Rice Milling, Inc. as recorded in Volume 1453, Page 121 H.C.D.R.; said 4.931 acre tract being more particularly described as follows (bearings described herein are referenced to the Texas State Plane Coordinate System, South Central Zone (NAD83). All distances are surface and coordinates are grid and may be converted to surface by applying a combined scale factor of 0.999870017);

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" (X=3,115,862.90, Y=13,846,280.68) found marking the intersection of the east right-of-way (R.O.W.) line of Sawyer Street (50-foot wide) with the south R.O.W. line of Summer Street (70-foot wide) and marking the northwest corner of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R. and marking the northwest corner of the herein described tract;

THENCE, North 87°37'07" East, along said south R.O.W. line of Summer Street, along the north line of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R., at a distance of 94.73 feet passing the northwest corner of the aforesaid Block 345, at a distance of 402.13 feet passing the common north corner of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R. and the aforesaid Tract 2, at a distance of 427.13 feet passing the common north corner of said Tract 2 and Tract 1, at a distance of 727.13 feet passing the northeast corner of the aforesaid Block 338 and the common north corner of said Tract 1 and the aforesaid Unrestricted Reserve "A", continuing along said south R.O.W. line of Summer Street, in all, a distance of 1,067,13 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found marking the intersection of said south R.O.W. line of Summer Street with the west R.O.W. line Henderson Street (60-foot wide) as delineated by said plat of Riviana Foods, Sec. 1, said iron rod marking the northeast corner of said Unrestricted Reserve "A" and the herein described tract;

THENCE, South 02°22′53" East, along the east line of said Unrestricted Reserve "A" and along the west R.O.W. line of Henderson Street, a distance of 200.00 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found in the north line of the G.H.& S.A. Railway Company R.O.W. line (70-foot wide) and marking the intersection of the north R.O.W. line of Winter Street (70-foot wide) with said west R.O.W. line Henderson Street, said iron rod marking the southeast corner of said Unrestricted Reserve "A" and the herein described tract;

METES AND BOUNDS DESCRIPTION 4.931 ACRES PAGE 2 OF 2

THENCE, South 87°37'07" West, along said north R.O.W. line of Winter Street and the north line of the G.H.& S.A. Railway, along the south line of said Unrestricted Reserve "A", at a distance of 340.00 feet passing the southeast corner of Block 338 and the common southerly corner of said Unrestricted Reserve "A" and the aforesaid Tract 1, at a distance of 640.00 feet passing the southwest corner of Block 338 and the common southerly corner of said Tract 1 and Tract 2, at a distance of 665.00 feet passing the common southerly corner of said Tract 2 and the aforesaid tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R., continuing along said north R.O.W. line of Winter Street and the north line of the G.H.& S.A. Railway, in all, a distance of 972.40 feet to a Mag nail with shiner stamped "Terra Surveying" found marking the southwest corner of Block 345 and an angle point in the south line of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R. and the herein described tract;

THENCE, South 02°22'53" East, continuing along the north R.O.W. line of Winter Street and the north line of the G.H.& S.A. Railway, along the south line of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R., a distance of 14.66 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found where Winter Street and the G.H.& S.A. Railway begins a 50-foot width, said iron rod marking an angle point in the south line of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R. and the herein described tract;

THENCE, South 87°33'07" West, continuing along the north R.O.W. line of Winter Street and the north line of the G.H.& S.A. Railway, along the south line of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R., a distance of 94.73 feet (called 95 feet) to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found marking the intersection of the aforesaid east R.O.W. line of Sawyer Street with the north R.O.W. line of Winter Street and the north line of the G.H.& S.A. Railway, said iron rod marking the southwest corner of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R. and the herein described tract;

THENCE, North 02°22'53" West, along the east R.O.W. line of Sawyer Street and along the west line of said tract recorded in Volume 6019, Page 247 and Volume 6019, Page 249 H.C.D.R., a distance of 214.77 feet to the POINT OF BEGINNING and containing 4.931 acres (214,820 square feet) of land. This description is based on "An ALTA/NSPS Land Title Survey" and plat made by Terra Surveying Co., dated July 31, 2015, updated November 3, 2016, Project Number 2244-9901-S.

Compiled by: Robert Gabler, R.P.L.S.
Terra Surveying Co. Inc.
3000 Wilcrest, Suite 210
Houston, Texas 77042
July 31, 2015
Revised December 5, 2016
Project Number 2244-9901-S
P:\PROJECTS\2244\9901\2244-9901 Riviana MB4-931AC.doc

Exhibit "B" (Permitted Encumbrances)

- 1. Restrictive covenants recorded under Harris County Clerk's File No. 20130429950 in the Official Public Records of Real Property of Harris County, Texas.
- 2. Restrictive covenants recorded under Film Code No. 527248 of the Map Records of Harris County, Texas.
- 3. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years.
- 4. Access Agreement dated as of June 21, 2004, between Riviana Foods, Inc., and ATOFINA Chemicals, Inc., a Pennsylvania corporation (now known as Arkema Inc.).
- 5. City of Houston sanitary sewer and storm sewer line easement 43 feet wide, as reflected by instrument recorded in Volume 7894, Page 464 of the Deed Records of Harris County, Texas.
- 6. City of Houston water meter easement 10 feet wide along 20 feet of the north property line, as reflected by instrument recorded under Clerk's File No. T817745 of the Real Property Records of Harris County, Texas.
- 7. Visibility triangles in the northeast and southeast corners as reflected by the plat recorded under Film Code No. 527248 of the Map Records of Harris County, Texas.
- 8. Building setback line 10 feet in width along the north, east and south property lines as reflected by the plat recorded under Film Code No. 527248 of the Map Records of Harris County, Texas.
- 9. Municipal Settings Designation Certificate as evidence by Affidavit of Recording recorded under Harris County Clerk's File No. RP-2016-206087, as further evidenced by City of Houston Ordinance No. 2015-457 recorded under Harris County Clerk's File No. RP-2016-297625.
- 10. The following as shown on survey prepared by Robert John Gabler, RPLS #4472 for Terra Surveying Co., Inc., Project No. 2244-9901, dated July 31, 2015, last updated November 3, 2016:
- a. Future 15' x 15' visibility triangle located in the northwest and southwest corners of the Property;
 - b. Future 10' building line along the west property line;
 - c. 10' building line along the west property line;
 - d. Future 10' R.O.W. tacking along the west property line; and

- e. Concrete located outside/inside property line in the southwest corner of the Property.
- 11. City of Houston Ordinance No. 85-1878, pertaining to, among other things, the platting and replatting of real property and to the establishment of building lines (25 feet along major thoroughfares and 10 feet along other streets), a certified copy of which was filed on August 1, 1991, at Harris County Clerk's File No. N253886.
- 12. City of Houston Ordinance No. 89-1312, a certified copy of which was filed under Harris County Clerk's File No. M337573.

RP-2017-13194
Pages 14
01/11/2017 07:50 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$64.00

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.

OF HARRIS COUNTY, INC. STREET, INC. STREET,

COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stanart