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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS \$

That HELEN GORDON INTERESTS, LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of \$10.00 and other good and valuable consideration to it in hand paid by MAIN 2601 PARTNERS, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and the further consideration of the execution and delivery by Grantee of that certain Promissory Note (the "Note") of even date herewith payable to the order of Grantor, in the original principal sum of Five Million Seven Hundred Thousand and No/100 Dollars (\$5,700,000.00), bearing interest and being due and payable as therein set forth, the payment of which Note is secured by, among other things, the Vendor's Lien herein retained by Grantor and additionally secured by that certain Deed of Trust and Security Agreement (With Collateral Assignment of Rents) of even date herewith executed by Grantee to Sarah Kittleman, Trustee, to which Deed of Trust reference is hereby made for all purposes, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is c/o PLC Capital Corporation, 2444 Times Blvd., Suite 230, Houston, Texas 77005, Attention: Brent Friedman, the real property described on Exhibit A attached hereto (the "Land") together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all buildings, improvements and fixtures located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) all air, riparian, development, utility, and solar rights related thereto; (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; and (vii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) all minerals, oil, gas, and other hydrocarbon substances thereon or thereunder and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (vii) above are herein collectively referred to as the "Property"). Notwithstanding anything

HOU:3512742.5



contained herein to the contrary, however, with respect to the rights and interests described in (iv), (vi) and (vii) directly above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to (i) all matters of record in Harris County, Texas, but only to the full extent same are currently valid and perfain to the Property, and (ii) all matters that appear on that certain survey of the Property dated March 31, 2016, last revised May 24, 2016, prepared by Fred W. Lawton RPLS Nov 2321 of South Texas Surveying Associates, Inc., under Job Number 467-16 (collectively, the "Permitted Exceptions"); and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, 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.

This conveyance is made on an "As Is", "Where Is" and "With All Faults" basis. The Property is sold in its present condition, <u>AS IS</u> and no warranties, express or implied, are made or inferred by virtue of this conveyance, except for the Warranty of Title in this Special Warranty Deed and those representations and warranties made by Grantor to Grantee in that certain Commercial Contract - Improved Property dated effective August 14, 2015, as amended.

Grantor hereby reserves unto itself a Vendor's Lien and Superior Title in and to the Property (the "Vendor's Lien") to secure (i) the payment of the Note, and (ii) the performance and payment by Grantee of all covenants, conditions, obligations, and liabilities under the Deed of Trust and any and all other documents evidencing or securing the indebtedness evidenced by the Note. Upon the full and complete payment of the Note, together with all accrued interest and other sums due and owing and/or to become due and owing thereon, and satisfaction and performance of all covenants, conditions, obligations and liabilities of the Note, and satisfaction and performance of all covenants, conditions, obligations and liabilities under the Deed of Trust and any and all other documents evidencing or securing the indebtedness evidenced by the Note, this Special Warranty Deed shall become absolute and the Vendor's Lien herein reserved shall be automatically released and discharged.

All ad valorem taxes and assessments for the Property for the year in which this Special Warranty Deed is executed have been prorated by the parties hereto and Grantee hereby expressly assumes liability for the payment thereof. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for the Property for such year are available.

[END OF TEXT]

2

HOU:3512742.5

	# 100 cm 100 km km # 100 cm 100 km 20 km 20 km 20 km	
EXECUTED on the date of the acknowledgment set forth below to be effective for all purposes as of the day of 2016.		
,	GRANTOR: 質問 15 年 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日	
	HELEN GORDON INTERESTS, LTD., a Texas limited partnership	
	By: Greensheet Inc., Gr	
	By: <u>Althalung Wifyll</u> & Kaihleen Douglass, Presidenta ad M	
THE STATE OF TEXAS §		
COUNTY OF HARRIS §	before me on the 3 day of June, 2016, by	
	sheet, Inc., the managing general partner of HELEN	
	Millelle V. Bynn	
MICHELLE LIANA BYNUM My Commission Expires April 11, 2019	Notary Public in and for the State of Texas My Commission Expires: 4-11.19	
	· 韓祖	
上海 小湖 於	5 朝 朝 Y (4 日) (5) (5)	
数 へら (製 連盟 _{)を}	· ·	
ery Her design Her design		
Signature Page to Special	Warranty Deed With Vendor's Lien	
は、 ・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・		
· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·		
"		
774223		
· 林爾高斯 · 林爾高斯 · 林爾高斯 · 林爾高斯 · 林爾高斯 · 林爾高斯		

TRACT 1

ALL THAT CERTAIN 0.6629 ACRES (28,875 SQUARE FEET) OUT OF BLOCK 6, TEXAS SAVINGS & REAL ESTATE ASSOCIATION ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 41, PAGE 102, HARRIS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEARING NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST)

COMMENCING AT THE CITY OF HOUSTON ENGINEERING DEPARTMENT REFERENCE ROD NUMBER 70 LOCATED IN THE MAIN STREET REFERENCE LINE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10 FEET FROM THE INTERSECTION OF THE CENTER LINE OF MCGOWEN AVENUE (80 FOOT WIDE); THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 30 FEET TO A POINT; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 49.50 FEET TO AN "X" SET IN CONCRETE MARKING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACTS;

THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125 FEET ALONG THE SOUTHERLY LINE OF SAID MCGOWEN AVENUE, TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 35 DEGREES 00 MINUTES:00:SECONDS WEST, A DISTANCE OF 131 FEET TO AN "X" SET FOR THE MOST NORTHERN SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 25 FEET TO AN "X" SET IN CORNER OF HEREIN DESCRIBED TRACT: $\frac{1}{12}$

THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 125 FEET TO A MAG NAIL SET FOR SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DENNIS AVENUE (50 FOOT WIDE) TO A 1 INCH IRON PIPE FOUND FOR SOUTHWEST CORNER, OF FIEREIN DESCRIBED TRACT;

THENCE NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 256 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF MAIN STREET (100 FOOT WIDE) TO THE POINT OF BEGINNING AND CONTAINING 28,875 SQUARE FEET OF LAND, MORE OR LESS.

TRACT 2

ALL THAT CERTAIN 0.2130 ACRES (9,279 SQUARE FEET) OUT OF BLOCK 6, TEXAS SAVINGS & REAL ESTATE ASSOCIATION ADDITION ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 41, PAGE 102, HARRIST COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEARING NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST)

COMMENCING AT THE CITY OF HOUSTON ENGINEERING DEPARTMENT ROD NUMBER 70 LOCATED IN THE MAIN STREET REFERENCE LINE SOUTH 36 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10 FEET FROM THE INTERSECTION OF THE CENTER LINE OF

HOU:3512742.5

11

MCGOWEN AVENUE (80 FOOT WIDE); THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 30 FEET TO A POINT; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 49.50 FEET TO AN "X" IN CONCRETE; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125 FEET ALONG THE SOUTHERLY LINE OF SAID MCGOWEN AVENUE TO A FOUND 5/8 INCH IRON ROD; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 131 FEET TO AN "X" SET; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15 FEET TO AN "X" SET IN ASPHALT; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42 FEET TO AN "X" SET IN CONCRETE MARKING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 111.80 FEET TO A 5/8 INCH CAPPED IRON ROD "STAMPED SOUTH TEXAS SURVEYING" SET FOR NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 83 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FANNIN STREET (80 FEET WIDE) TO A MAG NAIL SET FOR CORNER:

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 111.80 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DENNIS STREET (50 FOOT WIDE) TO A MAG NAIL SET FOR SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 36 DEGREES 00 MINUTES 00 SECOND EAST, A DISTANCE OF 83 FEET TO THE POINT OF BEGINNING AND CONTAINING 9,279 SQUARE FEET OF LAND, MORE OR LESS.

TRACT 3

ALL THAT CERTAIN 0.1148 ACRES (5,000 SQUARE FEET) OF LAND OUT OF LOT 12, BLOCK 6, TEXAS REAL ESTATE INVESTMENT ASSOCIATION ADDITION ACCORDING TO THE PLAT THEREOF FILED AT VOLUME 41, PAGE 102, HARRIS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEARING NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST)

COMMENCING AT THE CITY OF HOUSTON BINGINGERING DEPARTMENT REFERENCE ROD NUMBER 70 LOCATED IN THE MAIN STREET REFERENCE LINE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 286 FEET TO A POINT; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 149.5 FEET TO A MAG NAIL SET MARKING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125 FEET, A

THENCE SOUTH 55 DÉGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 40 FEET, ALONG THE NORTHEASTERLY LINE OF SAID LOT 12, TO A SET "X" IN ASPHALT FOR NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 125 FEET TO A MAG NAIL SET FOR SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT:

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 40 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DENNIS AVENUE (80 FOOT WIDE), TO THE POINT OF BEGINNING AND CONTAINING 5,000 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit A - Page 2

HOU:3512742.5

```
TRACT 4
          m B B s a B r
```

ALL THATE CERTAIN 0.2854 ACRES (12,432 SQUARE FEET) OF LAND, BEING THE NORTHEASTERLY 77.00 FEET OF LOT 2, ALL OF LOT 3, THE SOUTHWESTERLY 37.50 FEET OF LOT 4, THE ADJOINING SOUTHEASTERLY 25.00 FEET BY 62.50 FEET OF LOT 11, AND THE ADJOINING SOUTHEASTERLY 10.00 FEET BY 42.00 FEET OF LOT 12, ALL IN BLOCK 6, OF THE TEXAS SAVINGS AND REAL ESTATE INVESTMENT ASSOCIATES ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 41, PAGE 102, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, BEING THE SAME TRACT RECORDED IN THE NAME OF TEXAS COMMUNITY BANK N.A. JUNGER HARRIS COUNTY CLERK'S FILE NUMBER 20110210404; SAID 0.2854 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON DEED RECORDED LINDER CLERK'S FILE NUMBER 2730779; (BEARING (BEARINGS BASED ON DEED RECORDED UNDER CLERK'S FILE NUMBER P730779: (BEARING Basis is the southeasterly?right-of-way line of main street bearing north 35 DEGREES 00 MINUTES 00 SECONDS EAST)

BEGINNING AT A 5/8-INCH CÄPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET AT A BUILDING CORNER IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FANNIN STREET (80 FOOT RIGHT-OF-WAY) BEING LOCATED SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.50 FEET FROM THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID FANNIN STREET WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MCGOWEN AVENUE (80 FOOT RIGHT-OF-WAY);

THENCE, SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FANNIN STREET PASSING AT A DISTANCE OF 37.50 FEET THE COMMON EASTERLY CORNER OF SAID LOTS 4 AND 3, PASSING AT A DISTANCE OF 87.50 FEET THE COMMON EASTERLY CONNER OF SAID LOTS 3 AND 2, CONTINUING FOR A TOTAL DISTANCE OF 104.50 FEET TO A SET 5/8-INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.00 FEET TO AN "X" SET FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 42.00 FEET TO A SET "X", BEING IN THE COMMON LINE BETWEEN LOTS 11 AND 12 FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, WITH THE COMMON LINE OF LOTS 11 AND 12, A DISTANCE OF 15,00 FEET TO AN "X" SET FOR THE NORTHERLY NORTHWEST LOTS 11 AND 12, A DISTANCE C. TENDER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 35 DEGREES 00 MINUTES 00 SECONDS FAST, A DISTANCE OF 62.50 FEET TO A SET 5/8-INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 65 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125,00 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.2854 ACRE OR 12,432 SQUARE FEET OF LAND, 翻入 1 11

Exhibit A - Page 3



HOUE3512742.5

RP-2016-247693 # Pages 7 06/10/2016 07:21 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.

OF HARRIS OF STATES

COUNTY CLERK HARRIS COUNTY, TEXAS

SUBORDINATION, NON-DISTURBANCE AND 191474822 ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of day of June, 2016, by and among HELEN GORDON INTERESTS, LTD., a Texas limited partnership ("Tenant"), whose address is 2601 Main St., Houston, Texas 77002, Attention: Kathy Douglass and MAIN 2601 PARTNERS, LLC, a Texas limited liability company ("Landlord"), whose address is 2444 Times Blvd., Suite 230, Houston, Texas 77005, Attention: Brent Friedman, and HELEN GORDON INTERESTS, LTD., a Texas limited partnership ("Lender"), whose address is 2601 Main Street, Houston, Texas 77002, Attention: Kathy Douglass.

RECITALS:

Landlord owns (or will be acquiring) the land described in Exhibit A attached hereto and hereby made a part hereof for all purposes (the "Land"). The Land together with all the improvements to be constructed, or now existing, upon the Land are hereinafter collectively called the "Property".

Reference is hereby made to that certain Commercial Lease dated effective June 6, 2016, between Landlord, as landlord, and Tenant, as tenant, said Lease not having been previously amended (said Lease Agreement shall herein be referred to as the "Lease Agreement"). Pursuant to the terms of the Lease Agreement, Tenant is the owner of a leasehold estate in a portion of the improvements to hereafter be constructed, or then existing, upon the Land (the "Ptemises"). The Lease Agreement, together with all subsequent renewals, extensions and modifications of the Lease Agreement that are made in accordance with the terms hereof, are hereinafter collectively called the "Lease".

Landlord has executed or may execute a Dead of Trust and Security Agreement (With Collateral Assignment of Rents) (as amended from time to time, the "Mortgage") in favor of Lender, covering, among other property, the Property, as security for certain indebtedness of Landlord to Lender more particularly described therein.

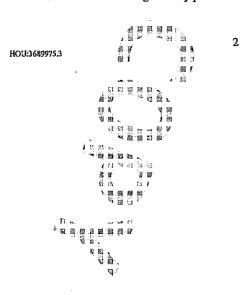
As a condition to the extension by Lender to Landlord of the indebtedness to be secured by the Mortgage, Lender has required that Tenant acknowledge that Tenant's leasehold interest in the Premises is subordinate to all liens and security interests securing payment of such indebtedness and to subordinate such leasehold interest to the liens and security interests securing payment of such indebtedness to the extent such leasehold interest is not already subordinate.

Tenant is willing to acknowledge such subordination and further subordinate its leasehold interest; provided however, that as a condition to acknowledging such subordination and further subordinating its leasehold interest in and to the Premises to all liens and security interests securing payment of the indebtedness, Tenant has required that Tenant's right of possession to the Premises shall not be disturbed by Lender or any other Foreclosure Transferee (as defined below) in the exercise of any of Lender's rights under the Mortgage or any other security instrument securing payment of the indebtedness of Landlord to Lender, which protection Lender is willing to grant on the terms and conditions contained herein in order to induce Tenant to proceed with such subordination.

HÖÜ:3689975.3

In consideration of the mutual terms and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

- 1. Representations. Tenant hereby acknowledges to Londer that the Lease is in full force and effect and has not been changed since execution. As of the date hereof, the Lease embodies the entire agreement between Landlord and Tenant and there are no side letters or other ancillary agreements between Landlord and Tenant. To the best of Tenant's knowledge, as of the date hereof, there exists no default on the part of Landlord or Tenant under the Lease.
- 2. <u>Subordination</u>. Tenant covenants and agrees with Lender that the Lease and all of Tenant's right, title and interest in and to the Premises and any other interest of Tenant in the Property are and shall be subject, subordinate and inferior to (a) the Mortgage and all renewals, increases, replacements, extensions or modifications thereof and all other security instruments securing payment of any indebtedness of Landlord secured by the Mortgage which cover or affect the Property or any part thereof, including without limitation any future advances made with respect to the Property, and (b) all right, title and interest of Lender in the Property, including without limitation the Premises.
- 3. Nondisturbance. Lender covenants and agrees with Tenant that, so long as no default by Tenant has occurred and is continuing under the Lease (after the expiration of the applicable notice and curative periods contained therein, if any), Lender shall not disturb Tenant's right of possession to the Premises in the event that Lender or Lender's successors or assigns, or any other purchaser at any foreclosure said pursuant to the Mortgage or any other security instrument (hereinafter referred to as a Roreclosure Transferee"), acquires title to all or any part of the Premises pursuant to the exercise of any remedy provided for in the Mortgage or any other security instrument, nor shall Tenant be named as a party defendant to any action to foreclose the liens and security interests of the Mortgage or any other security instrument, except to the extent required by applicable law.
- 4. Attornment. Tenant covenants and agrees to attorn to Lender or any other Foreclosure Transferee, as Tenant's newlandlord, and agrees that the Lease shall continue in full force and offect as a direct lease between Tenant and Lender or such other Foreclosure Transferee, as applicable, upon all of the terms, covenants, conditions and agreements set forth in the Lease except for provisions that are impossible for Lender or such other Foreclosure Transferee to perform; provided, however, in no event shall Lender or such other Foreclosure Transferee be:
 - (a) liable for any act momission, default or breach of warranty or representation of any prior landlord, including Landlord, including without limitation, failure by Landlord to complete the construction of any of the improvements required to be constructed upon the Land pursuant to the terms of the Lease;
 - (b) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any prior landlord, including Landlord;



- (c) bound by any payment of rent, additional rent or other sum made by Tenant to any prior landlord, including Landlord, for more than one (1) month in advance of its due date under the Lease;
- (d) bound by any consensual termination, amendment or modification of the Lease, any assignment of the Lease or any subletting the Lease hereafter made or by any waiver or forbearance on the part of any prior landlord, including Landlord, to the extent that same is made or given without the prior written consent of Lender;
- (e) personally liable for any obligation under the Lease (it being understood that any recovery of a judgment by Tenant against Lender or such other Foreclosure Transferce, as the case may be, shall be limited strictly to Lender's or such other Foreclosure Transferce's interest in the Premises and the rent and income derived therefrom);
- (f) required to construct any improvements to the Land which any prior landlord, including Landlord, has failed to complete, or liable to Tenant for construction or restoration or delays in construction or restoration of any improvements to the Land or for the obligations of any prior landlord, including Landlord, to reimburse Tenant for or indemnify Tenant against any costs, expenses or damages arising from such construction or restoration or any delay in Tenant's occupancy of the Premises;
- (g) liable to Tenant for payment of any tenant improvement allowance or other similar payment or reimbursement obligation of any prior landlord, including Landlord, under the terms of the Lease;
- (h) in any way responsible for any deposit or security which was not delivered to Eender or such other Foreclosure Transferee, as applicable; or
- (i) liable with respect to any representations, warranties or indemnities from landlord, including Landlord whether pursuant to the Lease or otherwise, respecting use, compliance with zoning, landlord's title, landlord's authority, habitability or fitness for purpose or commercial suitability or hazardous wastes; hazardous substances, toxic materials or similar phraseology relating to the environmental condition of the Property or any part thereof.

Tenant further agrees that the following provisions of the Lease (if any) shall not be binding on the Lease (if

5. <u>Lender's Opportunity to Cure.</u> Tenant hereby agrees to give written notice to Lender of any default of Landlord under the Lease, contemporaneously with delivery of such notice to Landlord. It is further agreed that such notice will be given to any successor in interest of Lender under the Mortgage, provided that prior to delivery of any such notice of default, such successor in interest shall have given written notice to Tenant of its acquisition of Lender's interest therein and shall have designated the address to which such notice of default is to be directed. Notwithstanding any provisions of the Lease to the contrary, Tenant may not terminate

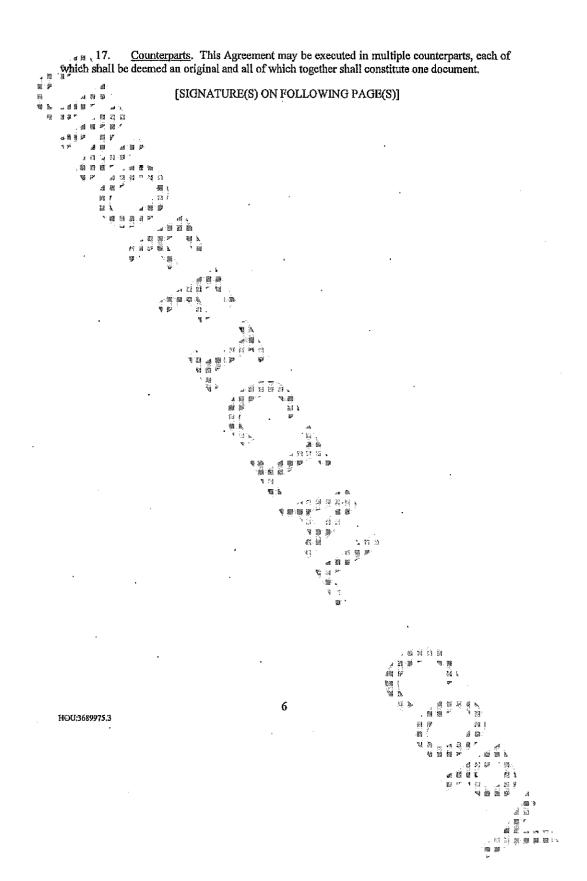
the Lease as a result of any default by Landlord without affording to Lender or its successors a period of time to remedy any such default equal to the greater of (a) ninety (90) days or (b) the curative period afforded Landlord for such default under the provisions of the Lease, such period to commence upon the effective delivery date to Lender of Tenant's notice of such default pursuant to Section 11 of this Agreement.

- 6. Assignment of Rents. After notice is given to Tenant by Lender that a default has occurred and that rentals due and payable under the Lease should be paid-directly to Lender pursuant to the terms of one or more of the assignments of rents (collectively, the "Rent Assignments") executed and delivered or to be executed and delivered by Landlord to Lender in connection with or pursuant to the terms of the Mortgage, Tenant shall thereafter payadirectly to Lender all rentals and other monies due or to become due and payable under the Lease. Lender hereby represents and warrants to Tenant that under the terms of said Rent Assignments, Landlord has expressly authorized Tenant to make such payments directly to Lender and Landlord has released and discharged Tenant from any liability to Landlord on account of any such payments made to Lender in accordance with Lender's written instructions to Tenant.
- 7. Construction of the Premises. In the event that the construction of the Premises has not been substantially completed at the time Lender or any other Foreclosure Transferee succeeds to the interest of Landlord under the Lease by reason of foreclosure or other proceedings brought by Lender or by any transfer in lieu of foreclosure, then, in such event, Tenant hereby agrees that Lender or such other Foreclosure Transferee, as applicable, shall have the right to cancel and terminate the Lease upon written notice to Tenant. Any provision of this Agreement to the contrary notwithstanding, Lender shall have no obligation, or incur any liability, with respect to the erection and completion of the fullding in which the Premises are located or for the completion of the Premises or any other improvements for Tenant's use and occupancy.
- 8. Amendment, Rent Prepayment or Surrender. Without Lender's prior written consent, Tenant will not (i) enter into any agreement to amend or modify the Lease, (ii) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of its accrual or (iii) voluntarily surrender any portion of the Premises or terminate the Lease or shorten the term of the Lease, and no such purported amendment, termination, prepayment or voluntary surrender made without Lender's prior written consent shall be binding on Lender.
- 9. Further Assurances. The provisions hereof shall be self-operative and effective without the necessity of execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Lender or any other Foreclosure Transferee, as the case may be, such other instruments as Lender or such other Foreclosure Transferee shall reasonably request in order to reffectuate said provisions. In addition, whenever reasonably requested by Lender, Landford and Tenant from time to time shall severally execute and deliver to or at the direction of Lender, and without charge to Lender, one or more written certifications of all of the matters set forth in Section 1 hereof and, as to Tenant's occupancy of the Premises, whether Tenant has exercised any renewal or expansion options and any other certifications or information that Lender may reasonably require to confirm the current status of the Lease, including, without limitation, a confirmation that the Lease is and remains subordinated as provided in this Agreement. Landlord and Tenant from time to time shall execute and deliver at

Lender's request all instruments that may be necessary or appropriate to evidence their agreements hereunder.

- 10. <u>Binding Effect; Defined Terms</u>. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Landlord, Tenant and Lender and their respective heirs, legal representatives, successors and assigns. Any use of the terms "Landlord," "Tenant" or "Lender" are hereby deemed to refer to and include, not only the original party named in this Agreement in such respective capacities, but also any and all heirs, legal representatives, successors or assigns of any such parties with respect to such parties' interest in the Lease, the Premises or the indebtedness secured by the Mortgage.
- 11. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be given or served by depositing in the United States Mail, postpaid, registered or certified, return receipt requested, or by Federal Express or comparable overnight delivery service, and addressed, as to each of Lender, Tenant and/or Landlord, as applicable, to the address set forth on the first page hereof. All notices, demands and requests shall be deemed effective and received two (2) business days after being deposited in the United States Mail or one (1) business day after being deposited with Federal Express or comparable overnight delivery service for next business day delivery. By giving ten (10) days prior written notice thereof pursuant to the provisions hereof, each of the parties hereto shall have the right from time to time and at any time during the term of this Agreement to change its address(es).
- 12. <u>Unenforceable Provisions</u>. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.
- 13. No Oral Amendments. This Agreement may not be discharged or modified orally or in any manner other than by an agreement in writing specifically referred to this Agreement and signed by all parties hereto.

 14. Governing Laws This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (excluding any choice of law rules that may direct the application of the laws of another jurisdiction).
- 15. Attorneys' Fees, Costs and Expenses. In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Agreement, or to recover damages arising out of the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party as shall be pled and awarded by a court of competent jurisdiction.
- 16. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD, TENANT AND LENDER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.



IN WITNESS WHEREOF, the parties have hereunto have executed this Agreement as of the respective dates set forth in the notary acknowledgments below, to be effective, however, as of the date first written above.

HELEN GORDON INTERESTS, LTD., a Texas limited partnership

By: Gr

Greensheet, Inc., its managing general partner

Cy/-----

Kathleen Douglass, President

"Tenant"

STATE OF TEXAS

9 9 9

COUNTY OF HARRIS

This instrument was acknowledged on the 3 day of 1000 day of 2016 by Kathleen Douglass, the President of Greensheet, Inc., in its capacity as the managing general partner of Helen Gordon Interests, Ltd., a Texas limited partnership, on behalf of said limited partnership.



RP-2016-247696

Notary Public in and for the State of Fexas

Printed Name: Ucuelle L Bynum

My Commission expires: 4.11.19

Subordination, Non-Disturbance and Attornment Agreement Signature Page

		MAIN 2601 PARTNERS, LLC, a Texas limited liability company By: Brent Friedman, Manager
		"Landlord"
	STATE OF TEXAS § \$ COUNTY OF HARRIS §	
A 测度	This instrument was acknowledged	on the May of June 2016, by Brent returners, LLC, a Texas limited liability company, on Notary Public in and for the State of Texas Printed Name: Paige Millar My Commission expires! May Ile 2, 2018 PAIGE MILLAR Notary Public, State of Texas My Commission Expires May 16, 2018

Subordination, Non-Disturbance and Attornment Agreement Signature Page

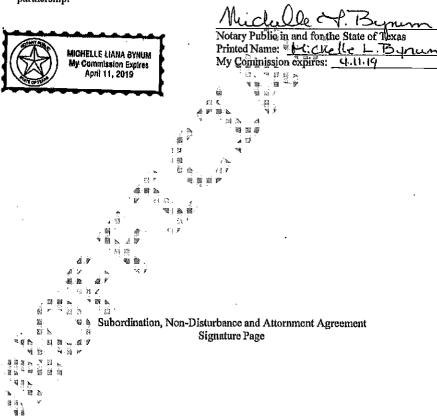
IN WITNESS WHEREOF, the parties have hereunto have executed this Agreement as of the respective dates set forth in the notary acknowledgments below, to be effective, however, as of the date first written above.

HELEN GORDON INTERESTS, LTD., a Texas limited partnership

By: Greensheet, Inc., its managing general partner

By: Attitude Douglass, President Table Table

This instrument was acknowledged on the day of day of Little 2016 by Kathleen Douglass, the President of Greensheet, Inc., in its capacity as the managing general partner of Helen Gordon Interests, Ltd., a Texas limited partnership, on behalf of said limited partnership.



```
20 7 80 2
```

Exhibit A

Description of Land

TRACT 1 5 5 9 9 7

ALL THAT CERTAIN 0.6629 AGRES (28,875 SQUARE FEET) OUT OF BLOCK 6, TEXAS SAVINGS & REAL ESTATE ASSOCIATION ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 41, PAGE 102, HARRIS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEARING NORTH 35 DEGREES 00

COMMENCING AT THE CITY OF HOUSTON ENGINEERING DEPARTMENT REFERENCE ROD NUMBER 70 LOCATED IN THE MAIN STREET REFERENCE LINE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10 FEET FROM THE INTERSECTION OF THE CENTER LINE OF MCGOWEN AVENUE (80 FOOT WIDE); THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 30 FEET TO A POINT; THENCE SOUTH 56 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 49.50 FEET TO AN "X" SET IN CONCRETE MARKING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACTS;

THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125 FEET ALONG THE SOUTHERLY LINE OF SAID MCGOWEN AVENUE, TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 131 FEET TO AN "X" SET FOR THE MOST NORTHERN SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 25 FEET TO AN "X" SET IN CORNER OF HEREIN DESCRIBED TRACTI

THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 125 FEET TO A MAG NAIL SET FOR SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DENNIS AVENUE (50 FOOT WIDE) TO A 1 INCH IRON PIPE FOUND FOR SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 256 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF MAIN STREET (100 FOOT WIDE) TO THE POINT OF BEGINNING AND CONTAINING 28,875 SQUARE FEET OF LAND, MORE OR LESS.

e a

TRACT 2

翻封》 ALL THAT CERTAIN 0.2130 ACRES (9,279 SQUARE FEET) OUT OF BLOCK 6, TEXAS SAVINGS & REAL ESTATE ASSOCIATION ADDITION ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 41, PAGE 102, HARRIS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEARING NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST)

COMMENCING AT THE CITY OF HOUSTON ENGINEERING DEPARTMENT ROD NUMBER 70 LOCATED IN THE MAIN STREET REFERENCE LINE SOUTH 35 DEGREES 00 MINUTES 00

Exhibit A - Page 1

HOU:3689975.3



SECONDS WEST, A DISTANCE OF 10 FEET FROM THE INTERSECTION OF THE CENTER LINE OF . MCGOWEN AVENUE (80 FOOT WIDE); THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS » WEST, A DISTANCE OF 30 FEET TO A POINT, THENCE SOUTH 55 DEGREES 00 MINUTES 00 at A & SECONDS EAST, A DISTANCE OF 49.50 FEET TO AN "X" IN CONCRETE; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125 FEET ALONG THE SOUTHERLY LINE OF SAID MCGOWEN AVENUE TO A FOUND 6/8 INCH IRON ROD; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 131 FEET TO AN "X" SET, THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15 FEET TO AN "X" SETSIN ... ASPHALT; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 22 ** FEET TO AN "X" SET IN CONCRETE MARKING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: 4 2 2 2 4

"里商。

THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 111.80 FEET TO A 5/8 INCH CAPPED IRON ROD "STAMPED SOUTH TEXAS SURVEYING" SET EOR NORTHEAST CORNER OF HEREIN DESCRIBED TRACT: ¥ 18 18 m.

BI ..

* W # 1 29

THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 83 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FANNIN STREET (80 FEET WIDE) TO A MAG NAIL SET FOR CORNER:

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 111.80 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DENNIS STREET (50 FOOT WIDE) TO A MAG NAIL SET FOR SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT 4 H >

THENCE NORTH 35 DEGREES 00 MINUTES 00 SECOND EAST, A DISTANCE OF 83 FEET TO THE POINT OF BEGINNING AND CONTAINING 9,279 SQUARE FEET OF LAND, MORE OR LESS.

用目的

TRACT 3

ALL THAT CERTAIN 0.1148 ACRES (5,000 SQUARE FEET) OF LAND OUT OF LOT 12, BLOCK 6, TEXAS REAL ESTATE INVESTMENT ASSOCIATION ADDITION ACCORDING TO THE PLAT THEREOF FILED AT VOLUME 41, PAGE 102, HARRIS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEARING NORTH 35 DEGREES 00 MINISTERS OF SECONDS EAST) MINUTES 00 SECONDS EAST) B 🐞

COMMENCING AT THE CITY OF HOUSTON ENGINEERING DEPARTMENT REFERENCE ROD NUMBER 70 LOCATED IN THE MAIN STREET REFERENCE LINE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 288 FEET TO A POINT; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 149.5 FEET TO A MAG NAIL SET MARKING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; RMZ

THENCE NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125 FEET, ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, TO A SET "X" FOR NORTHWEST CORNER OF HEREIN DESCRIBED TRACT

THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 40 FEET, ALONG THE NORTHEASTERLY LINE OF SAID LOT 12, TO A SET "X" IN ASPHALT FOR NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 125 FEET TO A MAG NAIL SET FOR SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

d M M M M A 1 13 ноц:3689975.3 THE NEW TOTAL PROPERTY. 1:00 1 8 · 88 15 * ₩ B ⊾ 19 EL

Exhibit A - Page 2

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 40 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DENNIS AVENUE (80, FOOT, WIDE), TO THE POINT OF BEGINNING AND CONTAINING-5,000 SQUARE FEET OF LAND, MORE OR LESS.

TRACT 4

THE RESERVE

ALL THAT CERTAIN 0.2854 ACRES (12,432 SQUARE; FEET) OF LAND, BEING THE NORTHEASTERLY 17.00 FEET OF LOT 2, ALL OF LOT 3. THE SOUTHWESTERLY 37.50 FEET OF LOT 4, THE ADJOINING SOUTHEASTERLY 25.00 FEET BY 62.50 FEET OF LOT 11, AND THE ADJOINING SOUTHEASTERLY 10.00 FEET BY 42.00 FEET OF LOT 12, ALL IN BLOCK 6, OF THE TEXAS SAVINGS AND REAL ESTATE INVESTMENT ASSOCIATES ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 41, PAGE-162, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS; BEING THE SAME TRACT RECORDED IN THE NAME OF TEXAS COMMUNITY BANK N.A. UNDER HARRIS COUNTY GUERK'S FILE NUMBER 20110210404; SAID 0.2854 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON DEED RECORDED UNDER CLERK'S FILE NUMBER P730779: (BEARING BASIS IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEARING NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST)

BEGINNING AT A 5/8-INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET AT A BUILDING CORNER IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FANNIN STREET (80 FOOT RIGHT-OF-WAY) BEING LOCATED SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.50 FEET FROM THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID FANNIN STREET WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MCGOWEN AVENUE (80 FOOT RIGHT-OF-WAY);

THENCE, SOUTH 36 DEGREES 00 MINUTES 00 SECONDS WEST, WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FANNIN STREET, PASSING AT A DISTANCE OF 37.50 FEET THE COMMON EASTERLY CORNER OF SAID LOTS 4 AND 3, PASSING AT A DISTANCE OF 87.50 FEET THE COMMON EASTERLY CORNER OF SAID LOTS 3 AND 2, CONTINUING FOR A TOTAL DISTANCE OF 104.50 FEET TO A SET 5/8-INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.00 FEET TO AN "X" SET FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 42.00 FEET TO A SET "X", BEING IN THE COMMON LINE BETWEEN LOTS 1 AND 12 FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 62.50 FEET TO A SET 5/8-INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 125.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0,2864 ACRE OR 12,432 SQUARE FEET OF LAND.

HOU;3689975,3

是Xhibit A - Page 3

A - Page 4

A - Page 3

A - Page 3

A - Page 3

A - Page 4

A - Page 3

A - Page 4

A - Page 3

A - Page 4

A - Page 4

A - Page 4

A - Page 5

A - Page



RP-2016-247696
Pages 13
06/10/2016 07:21 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$60.00

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.



COUNTY CLERK
HARRIS COUNTY, TEXAS