

GENERAL WARRANTY DEED

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.

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL PERSONS BY THESE PRESENTS

THAT, BENTON S. RUSSELL and wife, VIKKI L. TRAMMEL (herein referred to as "Grantor", whether one or more), for and in consideration of the sum of \$10.00 in hand paid to Grantor by 2711 MAIN PROPERTY LTD., a Texas limited partnership (herein referred to as "Grantee", whether one or more), whose mailing address is 2711 Main, Houston, Texas 77002, and other good and valuable consideration, including limited partnership interests in Grantee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed for all purposes, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto Grantee a one-half undivided interest in and to the following described real property, to-wit:

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block Five (5), of TEXAS SAVINGS AND REAL ESTATE INVESTMENT ASSOCIATION'S ADDITION TO THE CITY OF HOUSTON, a Subdivision of the J. S. Holman Ten-acre Lot Twenty-one (21), Harris County, Texas, according to the map or plat thereof recorded in Volume 41, Page 102 of the Deed Records of Harris County, Texas;

together with all of Grantor's right, title and interest in and to: (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements and fixtures located thereon, including, without limitation, all heating, ventilating, air-conditioning, plumbing, mechanical, and electrical systems; (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) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (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, and 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, limitation, or otherwise), (c) any and all air rights relating to said real property 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 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, his heirs, executors, administrators, legal representatives, and assigns forever, subject to the matters herein stated; and Grantor does hereby bind himself, his heirs, executors, administrators, legal representatives, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, his heirs, executors, administrators, legal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant and conveyance is made subject to those certain restrictions, covenants, conditions, easements, rights of way, reservations, maintenance charges, together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions, and covenants, if any, recorded in the Real Property Records of Harris County, Texas, to the extent applicable and enforceable against the Property.

Ad valorem taxes and assessments for the Property for the year 2005 have been prorated between the parties hereto as of the effective date of this Deed and Grantee assumes liability for the payment thereof and for subsequent years.

The use of any pronoun herein to refer to Grantor or Grantee will be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a trustee, corporation, partnership, or other legal entity, or a group of two or more individuals, corporations, partnerships, and/or other legal entities, and when this Deed is executed by or to a trustee, corporation, partnership, or other legal entity, the words "heirs, executors, administrators, legal representatives, and assigns" or "heirs and assigns" will, with respect to such trustee, corporation, partnership, or other legal entity, be construed to mean "successors, legal representatives, and assigns".

EXECUTED this 29 day of June, 2005.

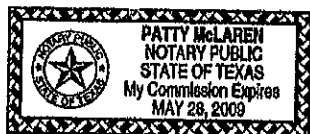

BENTON S. RUSSELL


VIKKI L. TRAMMEL

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on June 29, 2005, by
BENTON S. RUSSELL.

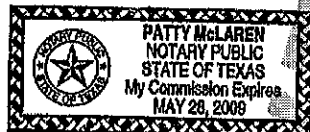


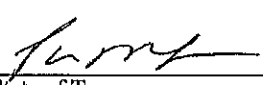

Notary Public - State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on June 29, 2005, by
VIKKI L. TRAMMEL.




Notary Public - State of Texas

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE 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 the time stamped hereon by me, and was duly RECORDED in the
Official Public Records of Real Property of Harris County Texas on

JUL - 6 2005




COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
05 JUL - 6 PM 2:32
HARRIS COUNTY, TEXAS