

#2136

Harry B. Sims

To

Mrs. E. H. Jackson, et al

ROYALTY DEED

Vol 26 2 pg 520
DATED: Oct. 15th, 1942

FILED: Oct. 22nd, 1943

REVENUE STAMP \$1.10
A.XB. Sept. 28-1943

THE STATE OF TEXAS :

COUNTY OF SAN JACINTO: KNOW ALL MEN BY THESE PRESENTS:

That I, Harry B. Sims, a single man, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other considerations cash in hand paid by Mrs. E. H. Jackson, individually and as Ind. Executrix of the Estate of E. H. Jackson, deceased, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided One/Thirty-Second (1/32) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of San Jacinto and Liberty and State of Texas, to-wit; being an undivided one-half (1/2) interest in and to the following described properties:

FIRST TRACT: Section 89, H. & T. C. R.R. Co. Survey, Abstract 171 containing 638-1/2 acres, fully described in agreement and deed to J. W. Lutz dated June 7, 1910, recorded in Book 5, pages 678 and 688 of the Deed Records of San Jacinto County, Texas.

SECOND TRACT: Section 90, H. & T.C. R.R. Co. Survey, Abst. 443, containing 659-2/3 acres, described in patent to J. W. Lutz, Vol. 69A, No. 415, dated October 13, 1938, recorded Vol. 36, page 312 of the Deed Records of San Jacinto County, Texas.

THIRD TRACT: Section 95 H. & T.C. R.R. Co. Survey, containing 572.9 acres, being fully described in said deed to J. W. Lutz; said property being situated in San Jacinto County, Texas.

whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 15th day of October 1942.

Harry B. Sims

THE STATE OF TEXAS:

COUNTY OF HARRIS : BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harry B. Sims, a single man known to me to be the person whose name -- subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, A.D. 1942.

(SEAL)

Alma Gooch, Notary Public

in and for Harris County, Texas.

Filed for record October 22nd, 1943, A. D., at 8:30 o'clock A. M.

Recorded November 17th, 1943, A. D., at 10:50 o'clock A. M.

L. V. HIGHTOWER, COUNTY CLERK

BY L. V. Hightower DEPUTY

FOURTH TRACT: East Half ($E. \frac{1}{2}$) of East half ($E. \frac{1}{2}$) of Section 103, H. & T. C. RR CO. Survey, containing 161.7 acres, being the East Half of the tract in Section 103 described in said deed to J. W. Lutz; said property being situated in San Jacinto County, Texas.

FIFTH TRACT: Section 99, H.&T.C.R.R. Co. Survey, Abstract 236, containing 616.2 acres in Liberty County, Texas, said land fully described in a deed to Minora Paxson Hinchliff dated May 7, 1910, and recorded in Book 33, page 91, Deed Records of San Jacinto County, Texas.

SIXTH TRACT: Section 105, H.&T.C. R.R. Co. Survey, Abstract 268, containing 709.25 acres, less 30.56 acres sold by deed recorded in Book 40, page 541, Liberty County, Texas. together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns, forever. It is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes $1/32$ nd of all the oil royalty, and gas royalty, and casinghead gas and gasoline royalty, and royalty from other minerals or products, due and to be paid under the terms of said leases. And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

NEVERTHELESS, during the term of this grant, neither the Grantor nor the heirs, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on natural gas one-eighth of the value of same when sold or used off the premises, or one-eighth of the net proceeds of such gas, and one-eighth of the net amount of gasoline manufactured from natural or casinghead gas; and in the event Grantor, or the heirs, administrators, executors and assigns of the Grantor, or as in the status of the fee owners of the land and minerals, or as the fee owner of any portion of said land, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, (1) An undivided $1/256$ th of all the oil produced and saved from the premises delivered to Grantee's credit free of cost in the pipe line, (2) An undivided $1/256$ th interest and portion of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, (3) An $1/256$ th of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

#3519

ROY. DEED

Harry B. Sims
to
Ewell H. Jackson, Jr.,

Rev. Stamp .50¢
E.H.J.Jr. 12-18-39

Dated: Sept. - - - 1939

Filed: Dec. 19, 1939

THE STATE OF TEXAS:

COUNTY OF SAN JACINTO: KNOW ALL MEN BY THESE PRESENTS:

That I, Harry B. Sims, a single man hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars and other good and valuable considerations cash in hand paid by Ewell H. Jackson, Jr., hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided 40 acre royalty interest in and to all of the oil royalty, gas royalty and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Liberty and San Jacinto and State of Texas, to-wit:

Being an undivided ten (10) acres out of a forty (40) acre tract in the extreme northwest corner of Section 105, H.& T.C.R.R. survey, Abstract 268 Liberty County, Texas.

Being an undivided ten (10) acres out of a forty (40) acre tract in the extreme northwest corner of Section 99 H.& T.C.R.R. Survey, Abstract 236, San Jacinto County, Texas.

Being an undivided ten (10) acres out of a forty (40) acre tract in the extreme southeast corner of Section 90 H.& T.C.R.R. Survey, Abstract 443, San Jacinto County, Texas.

Being an undivided ten (10) acres out of a forty (40) acre tract in the extreme southwest corner of Section 95 H.& T.C.R.R. Survey, San Jacinto, County, Texas. This Deed is subject to that certain note and Deed of Trust from Minora Paxson Hinchliff to G.W. Hewitt, Trustee, for the use and benefit of G.W. Hewitt, said deed of trust being recorded in Vol. 39 page 254 of the Deed of Trust Records of Liberty County, Texas, and in Vol. "N" page 325 of the Deed of Trust Records of San Jacinto County, Texas.

together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

This grant shall run, and the rights, titles and privileges hereby granted shall extend to

grantee herein, and to Grantee's heirs, administrators, executors and assigns, from date hereof and as long thereafter as oil, gas or other minerals, or either of them, is produced or mined from the lands described herein, in paying or commercial quantities.

Said lands, or portions thereof, being now under oil and gas lease executed in favor of--- it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes 40 acres of all the oil royalty, and gas royalty, and casinghead gas and gasoline royalty and royalty from other minerals or products, due and to be paid under the terms of said leases. And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which Grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

NEVERTHELESS, during the term of this grant, neither the Grantor nor the heirs, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on natural gas of one-eighth of the value of same when sold or used off the premises, or one-eighth of the net proceeds of such gas, and one-eighth of the net

natural gas when and while the same is used or sold off the premises, (3) An 40 acre royalty of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee, and to Grantee's heirs, administrators, executors and assigns, forever; and Grantor does hereby bind his heirs, administrators, executors and assigns, to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by , through and under me but no further.

Witness the following signatures this the-- day of September, 1939.

Harry B. Sims

THE STATE OF TEXAS:

COUNTY OF HARRIS : BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harry B. Sims, a single man, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 7th day of September, A.D. 1939.

(SEAL)

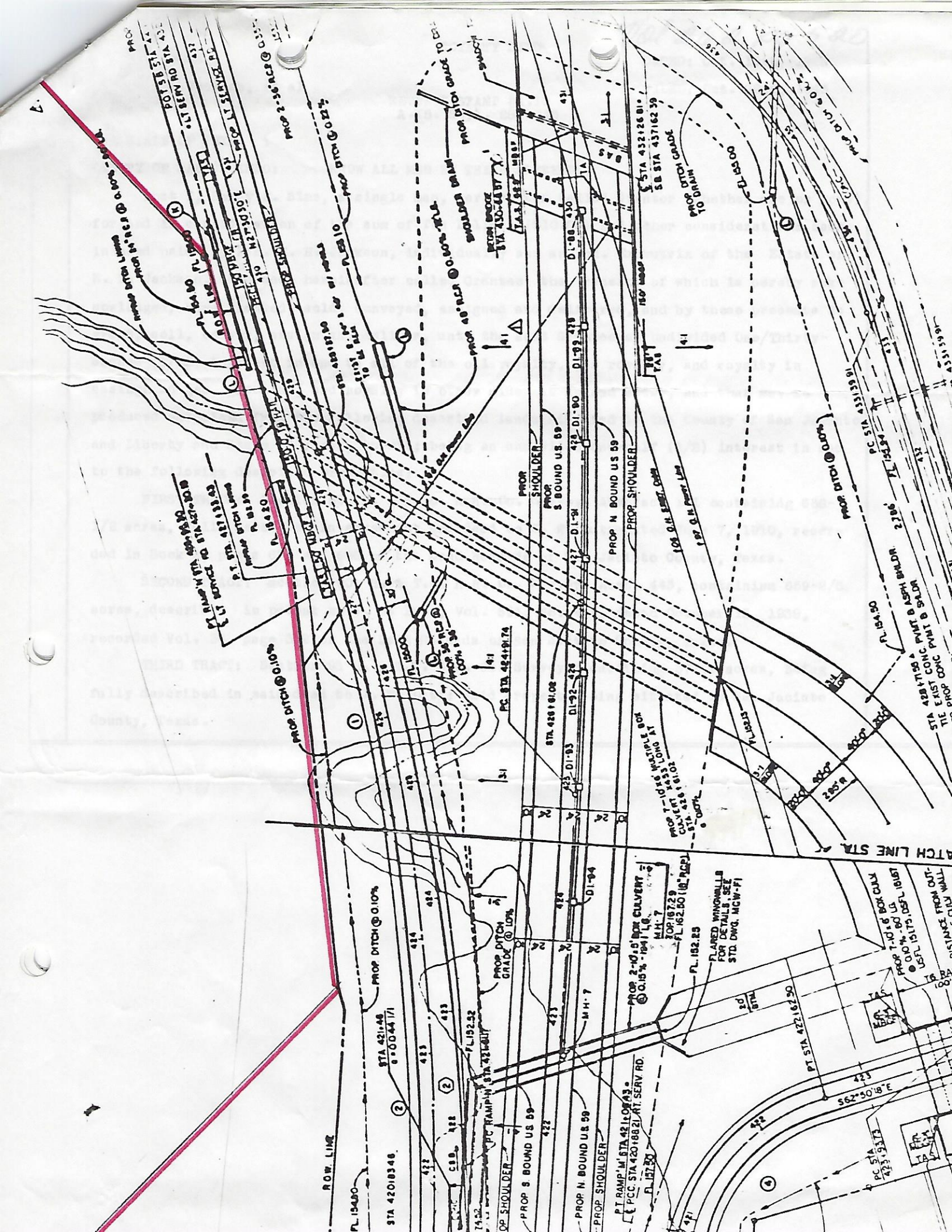
Alma Gooch, Notary Public in and for
Harris County, Texas

Filed for record Dec. 19, 1939, A.D. at 8 o'clock A.M.

Recorded Dec. 19, 1939, A.D. at 4:30 o'clock P.M.

Mrs. V.E. Simmons, County Clerk

BY Hattie Ellen Wheat DEPUTY



OWNER POLICY OF TITLE INSURANCE

Form prescribed by State Board of Insurance of Texas - Revised 3-1-85



Policy Number **T 916782**

TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota corporation, hereinafter called the Company, for value does hereby guarantee to the Insured (as herein defined) that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable in a greater amount than the actual monetary loss of the Insured, and in no event shall the Company be liable for more than the amount shown in Schedule A hereof, and shall, except as hereinafter stated, at its own cost defend the Insured in every action or proceeding on any claim against, or right to the estate or interest in the land, or any part thereof, adverse to the title to the estate or interest in the land as hereby guaranteed, but the Company shall not be required to defend against any claims based upon matters in any manner excepted under this policy by the exceptions in Schedule B hereof or excluded by Paragraph 2, "Exclusions from Coverage of this policy", of the Conditions and Stipulations hereof. The party or parties entitled to such defense shall within a reasonable time after the commencement of such action or proceeding, and in ample time for defense therein, give the Company written notice of the pendency of the action or proceeding, and authority to defend. The Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the estate or interest in the land, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole estate or interest in the land, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such interest, claim or right; provided, however, that failure to notify shall not prejudice the rights of the Insured if such Insured shall not be a party to such action or proceeding, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrantor's policy and the Insured shall for a period of twenty-five years from the date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss, he, they or it may sustain on account of any warranty of title contained in the transfer or conveyance executed by the Insured conveying the estate or interest in the land. The Company shall be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

IN WITNESS HEREOF, the TITLE INSURANCE COMPANY OF MINNESOTA has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized counter-signature on Schedule A and B herein, as of the date set forth in said Schedule A.

File No.: 504

Owner Policy No.: T916782

Date of Policy: October 5, 1987

Amount: \$267,000.00

Name of Insured: SINOPAC INTERNATIONAL CORPORATION

1. The estate or interest in the land insured by this policy is:
Fee Simple

2. The land referred to in this policy is described as follows:

BEING all that certain 160.1419 acre tract of land out of the following 165.3465 acre tract as follows;
BEING a 165.3465 acre tract of land out of and part of a 425.10 acre tract of land situated in the H.&T.C.R.R. SURVEY NO, 105, A-268, LIBERTY COUNTY, TEXAS. Said 425.10 acre tract of land being part of that same land conveyed by MINORA PAXSON HINCHLIFF TO HARRY B. SIMS BY DEED dated June 8, 1939, and recorded in VOLUME- 236, PAGE- 331, of the DEED RECORDS OF LIBERTY COUNTY, and further described in DEED dated February 7, 1946, as recorded in VOLUME- 283, PAGE- 296, of the DEED RECORDS OF LIBERTY COUNTY, TEXAS. Said 165.3465 acre tract being more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a concrete monument found in the East line of the FREDRICK GIBENRATH SURVEY, said concrete monument being the Southwest corner of the H.&T.C.R.R. SURVEY No. 105, A-268. and the Northwest corner of the C.E. ANDERSON SURVEY A-769, LIBERTY COUNTY, TEXAS. and said concrete monument being the Southwest and beginning corner of this tract;

THENCE N⁰ 05' 00" E. 3318.98 feet with said survey line to a concrete monument found for the Northeast corner of a called 316.432 acre tract of land and being an exterior corner of this tract;

THENCE N⁰ 32' 35" E. 210.62 feet to a concrete monument set for the Northwest corner of this tract;

THENCE N 88⁰ 38' 03" E. 1610.55 feet to a concrete monument set for the Northeast corner of this tract;

THENCE S 0⁰ 09' 51" E, 2121.01 feet with the West Lines of the PINE FOREST ADDITION and the NORTH CLEVELAND ADDITION to a 5/8" iron rod set for the Southwest corner of the North CLEVELAND ADDITION and an interior corner of this tract;

THENCE N 89⁰ 23' 13" E. 1054.04 feet with the South line of the North CLEVELAND ADDITION to a concrete monument found for the Northwest corner of the LONGWOOD ADDITION and the most Easterly corner of this tract;

THENCE S 0⁰ 50' 37" E, 899.88 feet to a 5/8" iron rod set in the West RIGHT-OF-WAY line of STATE HIGHWAY # 59 for the most Easterly Southeast corner of this tract;

THENCE S 26⁰ 56' 43" W, 260.00 feet along and with said RIGHT -OF-WAY line to a concrete R.O.W. monument found for an exterior corner of this tract;

THENCE S 36⁰ 22' 12" W, 401.28 feet along and with said RIGHT-OF WAY line to a R.O.W monument found for the most Southerly Southeast corner of this tract;

THENCE S 89⁰ 57' 39" W, 2343.31 feet with the South line of the H. & T.C.R.R. SURVEY NO. 105, A-268 and the North line of the C.E. ANDERSON SURVEY, A-769 back to the POINT OF BEGINNING and containing 165.3465 acres of land. SAVE AND EXCEPT those certain tracts of land aggregating 5.3465 acres of land.

SCHEDULE B

GF# 504

Owner Policy No.: T916782

This policy is subject to the Conditions and Stipulations hereof, the terms and conditions of the leases or easements insured, if any, shown in Schedule A, and to the following matters which are additional exception from the coverage of this policy:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or state "None of Record"): "NONE OF RECORD"
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 1987 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s): NONE OF RECORD.
5. Rights of parties in possession.
6. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
7. Pipe Line Easement granted to Tennessee Gas and Transmission Company by instrument recorded in Volume 305, Page 145 of the Deed Records of Liberty County, Texas.
8. Terms, conditions and stipulations contained in Right-of-Way agreement between Harry B. Sims and Tennessee Gas and Transmission Company as recorded in Volume 358, Page 585 of the Deed Records of Liberty County, Texas.
9. Royalty Deed executed by Harry B. Sims to Ewell N. Jackson, Jr., recorded in Volume 238, Page 399 of the Deed Records of Liberty County, Texas.
10. Oil, gas and mineral royalty interest conveyed to Mrs. E. N. Jackson by instrument recorded in Volume 262, Page 520 of the Deed Records of Liberty County, Texas.
11. Easement dated August 31, 1983, executed by Marguerite Sims Wilkins et al to Southwestern Bell Telephone Company, recorded in Volume 922, Page 682 of the Deed Records of Liberty County, Texas.
12. Those easements described in instrument dated December 17, 1968, executed by Briargreen Terrace, Inc. and Harry B. Sims to Gulf States Utilities Company, recorded in Volume 639, Page 201 of the Deed Records of Liberty County, Texas.

NOTE: THIS POLICY VALID ONLY IF SCHEDULES A AND B ARE ATTACHED AND COUNTERSIGNED.

CONDITIONS AND STIPULATIONS

1. DEFINITIONS

The following terms when used in this policy mean:

(a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property.

(b) "public records": Those records which impart constructive notice of matters relating to the land.

(c) "knowledge": Actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records.

(d) "date": The effective date, including hour if specified.

(e) "Insured": The Insured named in Schedule A and, subject to any rights or defenses the Company may have had against the named Insured or any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase, any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase including but not limited to the following:

- (i) heirs, devisees, distributees, executors and administrators;
- (ii) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of such corporation upon partial or complete liquidation;
- (iii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;
- (iv) the successors in interest to a general or limited partnership resulting from the distribution of the assets of such general or limited partnership upon partial or completion liquidation;
- (v) the successors in interest to a joint venture resulting from the distribution of the assets of such joint venture upon partial or complete liquidation;
- (vi) the successor or substitute trustee of a trustee named in a written trust instrument; or
- (vii) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of such trust to the beneficiaries thereof.

2. EXCLUSIONS FROM THE COVERAGE

(c) Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.

(d) Defects, liens, encumbrances, adverse claims, or other matters (1) created, suffered, assumed or agreed to by the Insured; (2) not known to the Company and not shown by the public records but known to the Insured either at the date of this policy or at the date the Insured acquired an estate or interest insured by this policy and not disclosed in writing by the Insured to the Company prior to the date such Insured became an Insured hereunder; (3) resulting in no loss or damage to the Insured; (4) attaching or created subsequent to the date of this policy; (5) resulting in loss or damage which would not have been sustained if the Insured had paid value for the estate or interest insured by this policy; or (6) the homestead or community property or survivorship rights, if any, of any spouse of any Insured.

3. DEFENSE AND PROSECUTION OF ACTIONS

(a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.

(b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title

(CONTINUED FROM ABOVE)

of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (1) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (2) indemnify the Insured as provided in this policy; (3) upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan; (4) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (5) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (6) undertake a combination of 1. through 5. herein.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

(f) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. PAYMENT OF LOSS

(a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.

(b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Insured which is a charge or lien on the land, and the amount so paid shall be deemed a payment to the Insured under this policy.

(c) The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against by this policy, and such payment or tender of payment, together with all costs, attorney fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.

(d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies of the Insured against any person or property in respect to such claim. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

5. POLICY ENTIRE CONTRACT

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at:

400 Second Avenue South, Minneapolis, Minnesota 55401.

6. THIS POLICY IS NOT TRANSFERABLE.

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto Blvd., Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

NOTE: THIS POLICY VALID ONLY IF SCHEDULES A AND B ARE ATTACHED AND COUNTERSIGNED.

Title Insurance Company of Minnesota
400 Second Avenue South
Minneapolis, Minnesota 55401



OWNER POLICY OF TITLE INSURANCE

Issued through the Office of:

EASTEX TITLE COMPANY, INC.

Box 177
Coldspring, Texas 77331
(409) 653-4301



TITLE INSURANCE COMPANY OF MINNESOTA

General Warranty Deed



2008013556 4 PGS

Date: June 24, 2008

Grantor: Sinopac International Corporation, a Texas corporation

160 AC

Grantor's Mailing Address:

Sinopac International Corporation
7400 Harwin Drive, Suite 300
Houston, Texas 77036
Harris County

Grantee: Houston 59N, LLC, a Texas limited liability company

Grantee's Mailing Address:

Houston 59N, LLC
7400 Harwin Drive, Suite 301
Houston, Texas 77036
Harris County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

The land located in Liberty County, Texas, more specifically described in Exhibit "A" attached herein.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

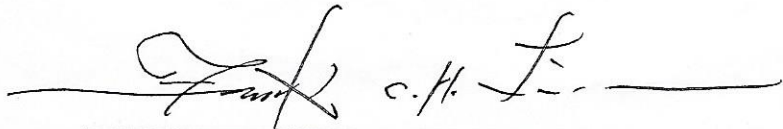
None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Sinopac International Corporation, a Texas corporation,

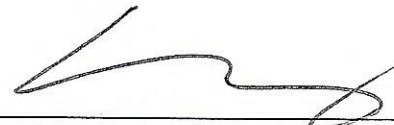
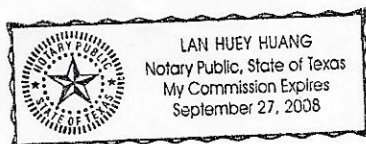


Frank Lin, President

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on June 24, 2008, by Frank Lin, as the President of Sinopac International Corporation, a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas
My commission expires: September 27, 2008

PREPARED IN THE OFFICE OF:

AFTER RECORDING RETURN TO:

The Law Office of Lan Huey Huang, PLLC
6901 Corporate Drive, Suite 228
Houston, TX 77036
Tel: 713-270-8998
Fax: 713-271-7202