

RECEIVED

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page 3 of 4

CF-89-1402  
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(All Cash)

**LAWYERS TITLE COMPANY**

PURCHASE AND SALE CONTRACT

THIS CONTRACT, made this 18th day of September, 1989 by and between The Life Insurance Company of Virginia, a Virginia corporation, (hereinafter referred to as "Seller") and Sinopac International Corp., hereinafter referred to as "Purchaser").

Purchaser hereby agrees to purchase and Seller hereby agrees to sell that certain land and all improvements thereon or therein, which land is more specifically described on Exhibit A attached hereto and made a part hereof (all of said land and improvements being hereinafter referred to as the "Property").

The purchase is to be upon the following terms and conditions of sale:

1. The purchase price of the Property is to be in the amount of Eight Hundred Fifty Thousand and no/100 (\$850,000.00).

2. An earnest money deposit of Fifteen Thousand and no/100 (\$15,000.00) in the form of a check certified by a bank acceptable to Seller and payable to Seller is being delivered by Purchaser to Seller simultaneously with the delivery of this Contract.

3. On the Closing Date as defined in paragraph 11 hereof (the "Closing Date"), Purchaser shall pay to Seller the balance of the purchase price in cash after deducting the aforesaid earnest money deposit by delivering in United States Dollars said balance (said balance being \$835,000.00) prior to 12:00 p.m. on the Closing Date by bank wire transfer to Seller's account #10-00-527 at Crestar Bank, 9th and Main Streets, Richmond, Virginia with telephone advice to Warren W. Wilkins at 1-804-281-6383. ~~Purchaser may pay the balance by certified cashier's check~~

4. Seller agrees to convey the Property by special warranty deed subject only to those matters provided for or approved by Purchaser pursuant to paragraph 5 hereof ~~or pursuant to any of the other provisions hereof.~~ The non-real estate portion of the Property to be conveyed pursuant to the terms and conditions hereof will be conveyed by Bill of Sale containing special warranties of title only.

5. The Property is to be conveyed free of indebtedness except as herein



title insurer selected by Purchaser within twenty (20) days from the date of Purchaser's acceptance of this Contract. If Purchaser fails to obtain said title report within the time limits specified in this paragraph 5(a), then Purchaser will be conclusively estopped from objecting to any objectionable title matters or any objectionable contracts or obligations referred to in paragraph 9 hereof and hereby agrees to purchase said Property subject to said objectionable title matters, contracts and obligations. Should for any reasons beyond Purchaser's control, the time in which a title report may be obtained is in excess of the twenty (20) days required herein, then the number of days for obtaining such title report will be extended by an appropriate number of days, but in no event will an extension in excess of twelve (12) days be granted for this reason.

(b) If a title report is obtained by Purchaser as aforesaid, and if such title report shows any matters as title exceptions which (i) are not approved in this Contract, (ii) affect the marketability of title and (iii) are objectionable to Purchaser, or if any material contracts or obligations which would not constitute title policy exceptions and which have not been approved by Purchaser pursuant to either paragraphs 5 or 9 hereof are discovered subsequent to the date of Purchaser's acceptance hereof; then

(x) in the case of title policy exceptions, within twenty-seven (27) days after the date of Purchaser's acceptance of this Contract, Purchaser shall deliver to the Seller a copy of said title policy exceptions, together with a copy of the objectionable matters excepted therein, or

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(y) in the case of objectionable contracts or obligations not constituting title policy exceptions, within ten (10) days after Purchaser acquires knowledge of the existence of any such contracts or obligations, Purchaser shall deliver to Seller a copy of said



to decide whether to either cure Purchaser's objections to such title exceptions, contracts or obligations or cancel this Contract.

- (c) If Seller elects to cure Purchaser's objections to such title exceptions, contracts or obligations, it shall deliver written notice of such election to Purchaser within twenty-five (25) days after the date it receives notice of Purchaser's objections thereto. Thereafter, Seller shall have a period of sixty (60) days within which to cure such objection at Seller's sole cost and expense, and the time within which this sale may be consummated shall at Seller's option be extended by said sixty (60) days or such lesser amount of time as is used in fact to so cure. Title exceptions, contracts and obligations which are approved herein or pursuant hereto shall under no conditions be objected to by Purchaser.
- (d) If Seller fails to so elect to cure or fails to so cure after electing to attempt to so cure such objectionable title exceptions, contracts or obligations as aforesaid; then, this Contract will terminate at Purchaser's option, which option must be exercised by the Purchaser giving written notice to Seller within fifteen (15) days after the expiration of either Seller's twenty-five (25) day elect-to-cure period or Seller's sixty (60) day period to cure referred to in paragraph 5(c) hereof (as the case may be).
- (e) If Purchaser fails to so terminate this Contract, and if it is entitled to so terminate pursuant to paragraph 5(d) hereof; then Purchaser agrees to accept the Property despite the existence of the aforesaid objectionable title exceptions, contracts and obligations, and closing shall occur on the date specified in paragraph 11 hereof.
- (f) Seller hereby agrees (i) that on the Closing Date no mechanic's or materialmen's liens will exist against any part of the Property, and (ii) that no such liens will be filed against such Property thereafter with respect to events occurring prior to the Closing Date. Should any such lien exist on the Closing Date pursuant to part (i) of the immediately



- (a) In the event any such loss or damage occurs or is threatened (the word "threatened" applies in the case of condemnation only) and such loss or damage exceeds \$50,000.00, then either Seller or Purchaser may cancel this Contract by delivering written notice of such cancellation to the other party hereto within ten (10) days after receiving actual knowledge of such loss or damage or the threat thereof as aforesaid; but, if this Contract is not so cancelled, then Purchaser at the closing contemplated herein shall be entitled to all insurance or condemnation proceeds available to Seller as a result of such loss or damage and shall be solely responsible for repairing all such loss or damage.
- (b) In the event any such loss, damage or condemnation threat occurs and is in an amount of \$50,000.00 or less; then, Seller at Seller's sole expense shall repair (to the extent possible) the damaged portion of the Property before the Closing Date, and if Seller so elects by written notice to Purchaser prior to the Closing Date, said Closing Date shall be extended by a period of ninety (90) days or such lesser amount of time as is used in fact to repair the damage resulting from such loss, damage or condemnation. If Seller has promptly proceeded with such repairs and needs an additional extension of time to complete same; then, if Seller so elects by written notice to Purchaser prior to the Closing Date, a period of additional time not exceeding three (3) months shall be granted to Seller to complete such repairs, but Seller shall have no obligation to elect either extension referred to in this paragraph 6(b).
- (c) After the expiration of the ninety (90) days or less and the three (3) months or less extensions authorized in paragraph 6(b) hereof (this clause assumes both elections are made), or without either or both of such extensions if such elections to extend are not made by Seller, if Seller is not able to complete said repairs within the applicable time limitations specified in paragraph 6(b) hereof; then, Purchaser shall have the option to either (i) terminate this Contract within ten (10)



in accordance with the provisions of paragraph 6(b) hereof; then, closing must occur on the later of the following two dates: the then existing Closing Date or twenty (20) days after the expiration of either (x) said repair period given Seller (as such period may be extended pursuant to paragraph 6(b) hereof) or (y) said ten (10) day option period given Purchaser (as the case may be). On the Closing Date, Seller will (but only if such repair was not completed in accordance with paragraph 6(b) hereof) deliver to Purchaser all insurance and condemnation proceeds not disbursed in making such repairs prior to the Closing Date, and on or prior to the Closing Date Purchaser hereby agrees to assume all contract liabilities of Seller pertaining to such repairs and to obtain the full release of Seller from all such contracts.

7. The Property will be sold free and clear of any leases affecting the Property.

8. The parties hereto represent and warrant to each other that Barry W. Smith Interests and Adkins, Dannatt & Company are the only brokerage or real estate agents employed or utilized by either party hereto with regard to the sale contemplated herein. A brokerage fee of \$48,000.00 will be due on the Closing Date provided the closing of the sale contemplated herein occurs on the Closing Date, and Seller agrees to pay all of said fee to such brokers at settlement on the Closing Date (such fee to be paid \$40,000 to Barry Smith Interests and \$8,000 to Adkins, Dannatt & Company).

9. On the Closing Date, the Property will be conveyed, subject to all contracts or obligations affecting the Property which have been approved by Purchaser pursuant to the terms of this Contract (including all leases, all contracts pertaining to utilities, those contracts and obligations referred to on Exhibit D, if any, and all other contracts or obligations of every nature -- said utility contracts and the contracts and obligations referred to on Exhibit D being hereby specifically and unconditionally approved by Purchaser). If any such contracts or obligations (other than those contracts or obligations which constitute title exceptions referred to in paragraph 5(b) hereof, which title exceptions are to be governed by the provisions of paragraph 5 hereof) which have not been approved by Purchaser pursuant to this



10. Rents, taxes and operating charges are to be prorated as of the close of business on the Closing Date.

(a) To the extent that all applicable taxes and operating charges cannot be determined on the Closing Date, Seller will use its best efforts in estimating the amounts thereof based on its files and operating statements for prior periods, and such amounts will be treated as tentative items subject to subsequent readjustment once the actual amounts are known, which readjustments must occur within ninety (90) days following the Closing Date unless it is impossible to do so. Once the final amounts are known to Seller, Seller shall immediately give Purchaser written notice of such fact, together with documented evidence of all amounts subject to readjustment unless Purchaser already has a copy thereof, and within ten (10) days after Purchaser's receipt thereof Purchaser shall pay to Seller the net amount, if any, shown in such written notice which is due Seller. If such written notice reflects a net amount due Purchaser, Seller shall enclose with said written notice a check payable to Purchaser for such net amount.

(b) After said Closing Date, Purchaser will use its best efforts to collect all rents either due or past due on the Closing Date which cover any period or partial period prior thereto. After deducting Purchaser's expenses of collection, that portion of the net rents belonging to Seller will be promptly delivered to Seller.

(c) The provisions of paragraphs 10(a) and 10(b) shall survive the Closing Date.

11. The closing of the sale contemplated herein is to occur at First Interstate Mortgage Company at 2020 Southwest Parkway, Suite 300, Houston, Texas <sup>22</sup> November 22, 1989 ~~77098-4895 on October 30, 1989~~. The aforesaid date may be changed to an earlier date by mutual agreement of the parties hereto in writing, and such date may be extended in accordance with the specific provisions of this Contract which permit such extension.

The term "Closing Date" as used in this Contract is hereby defined to mean the date



Purchaser does not notify Seller by written notice delivered to Seller as hereinafter provided on or before the expiration of said thirty (30) day period of the existence of material and objectionable defects discovered on or about the Property and that Purchaser thereby elects to terminate this Contract, then Purchaser shall purchase said Property in its present condition. If Purchaser delivers such a written notice to Seller within said thirty (30) day period, then Seller shall have the next twenty (20) days thereafter to elect by delivery of written notice to Purchaser to attempt to cause to be cured such objections within a reasonable period of time thereafter. Seller makes no representations or warranties of any nature whatsoever as to the condition of said Property or any part thereof. With respect to title to the Property, special warranties of title only shall be given pursuant to paragraph 4 hereof. Notwithstanding the above, Purchaser acknowledges that the HVAC system is presently in disrepair and requires labor and material to restore it to its proper condition. If same can be repaired at a cost of \$40,000 or less, then Purchaser cannot object to the condition of the HVAC system and shall not have the right to terminate this Contract as herein provided. Seller shall have no obligation to repair the HVAC system or make any other repairs or changes to the Property except as expressly provided in paragraph 6 hereof to the contrary.

Purchaser also acknowledges that the first two floors in the building located on the Property have had water damage and that approximately 3,830 square feet on the first floor and approximately 8,338 square feet on the second floor have floor tile that has 3% and 2% chrysotile asbestos respectively. Further, Purchaser acknowledges that the elevator in the Property is not operative.

Purchaser agrees to accept the building on an "as-is" basis with respect to the water damage, the asbestos in the floor tile and the elevator.

13. All notices given by either party hereto as a result of or pursuant to this Contract shall be effective only when delivered in writing to the other party by Certified Mail, Return Receipt Requested, addressed as follows:

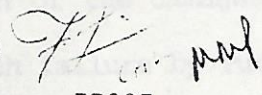
- a. In the case of notice to Seller, the original notice shall be addressed as follows:



In addition, for the original notice to be effective, a copy of the original notice and all enclosures must be delivered in the same manner as the original notice except that such notice copy shall be addressed as follows:

The Life Insurance Company of Virginia  
6610 West Broad Street (to be shown in the address only when hand deliveries as hereinafter provided are made)  
P. O. Box 27424  
Richmond, Virginia 23261  
Attn: Warren W. Wilkins, Esquire

- b. In the case of notice to Purchaser, the original notice shall be addressed to Purchaser as follows:\*

Rt. 7 Box 490   
Cleveland, Texas 77327  
Attn: Frank Lin

Hand deliveries shall be effective as notice hereunder in lieu of any mailed notice set forth above. For any such hand delivery to be effective, however, delivery must occur at the appropriate street address set forth above, but such delivery may be made to any employee at such address provided the items delivered are enclosed in an envelope addressed as above provided.

Any address specified herein can be changed by written notice meeting the requirements of this paragraph.

14. In paragraph 5, 6 and 12 hereof, provision is made for Purchaser and/or Seller to have options to terminate this Contract. Notwithstanding the provisions of paragraph 16 hereof, if this Contract is terminated pursuant to either of said paragraphs, it is hereby agreed that upon such termination and thereafter the Seller and the Purchaser will have no liability to each other whatsoever because of such termination except that Seller will promptly refund all monies paid by Purchaser to Seller.



ess expressly provided otherwise herein.

16. If, pursuant to the provisions hereof, the Seller and Purchaser shall be obligated to complete the sale and purchase contemplated herein, but either Seller or Purchaser fails to do so within the applicable time provided for closing; then, upon the expiration of the applicable period herein provided for closing, (i) except as specified otherwise in this Contract, all rights of the Seller and Purchaser hereunder shall terminate; (ii) Seller shall (but only if Purchaser is the primary or sole cause of such failure) thereupon be entitled to and may retain as Seller's absolute property the total earnest money deposit paid by Purchaser to Seller hereunder pursuant to paragraph 2 hereof; and (iii) Seller shall (but only if the Seller is the primary or sole cause of such failure) immediately return to Purchaser said earnest money deposit and shall immediately pay \$15,000.00 to Purchaser as full liquidated damages for Seller's default. The foregoing provisions of this paragraph for payment of damages and application of earnest money deposit have been inserted herein, not as a penalty, but in liquidation of the damages sustained by Seller or Purchaser (as the case may be) because of such failure by Purchaser or Seller (as the case may be); the parties hereto recognizing the impossibility of precisely ascertaining the amount of the damages to the Seller or Purchaser (as the case may be) in consequence of such failure and hereby declaring and agreeing that the said earnest money or payment of damages (as the case may be) represents the reasonable damages of the Seller or Purchaser (as the case may be) in such event. Once such payment or application of earnest money have been so paid or made, Purchaser shall immediately return to the Seller Purchaser's copy of this Contract and all related documents and all information concerning the Property furnished to Purchaser by Seller, whereupon the parties hereto shall be released from their respective obligations herein. This paragraph shall not be applicable to the events specified in paragraph 14 hereof.

17. Seller and Purchaser hereby represent and warrant that each party hereto respectively has all requisite authority to perform, execute and deliver this Contract on the terms and conditions herein set forth and to execute and deliver all documents required to be executed and delivered pursuant hereto.



their respective permitted heirs, executors, administrators, successors and assigns except that no assignment or other conveyance of this Contract, or the rights granted herein, by Purchaser shall be valid without Seller's prior written consent; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and settlement hereunder shall not be merged therein; that this Contract contains the final and entire agreement between the parties hereto; and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

SELLER:

ATTEST:

THE LIFE INSURANCE COMPANY OF VIRGINIA

By: Margaret Parker  
Assistant Secretary

By: C. William Lough  
Vice President

PURCHASER:

SINOPAC INTERNATIONAL CORP.  
Frank Lin

By: Frank C. H. Lin

Date this Agreement Accepted  
by Purchaser:

Date this Agreement Accepted  
by Seller:

10.26.89

10.24.89

Addendum: ~~THIS PURCHASE INCLUDES THE MINERAL RIGHTS OF THE PROPERTY~~  
~~WHICH IF THE SELLER HELD IN HIS EXISTING TITLE.~~

CAL-  
11/11/89

F. L.

to convey to Purchaser whatever mineral



EXHIBIT A

A tract and parcel of land containing 164,437 square feet (3.7750 acres) and being all of the entire Block One (1) of the SHARPSTOWN BUSINESS PARK (formerly the SHARPSTOWN INDUSTRIAL PARK SECTION 10) according to Map thereof recorded in Volume 162, Page 82, of the Map Records of Harris County, Texas, all in the John H. Walton Survey, Abstract 852, in Houston, Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in concrete which is set at the southwest corner of this herein described Block 1 and also located in the west line of the aforesaid SHARPSTOWN BUSINESS PARK and in the east line of the Town of Jeanetta Subdivision and same rod is also set in the north line of Harwin Drive;

THENCE North 00°09'59" west along the west lines of this Block 1 and of a 10 foot wide Houston Lighting and Power Company easement created by instrument recorded Volume 4546, Page 193, of the Harris County Deed Records, and also along the east line of a 25 foot wide road which represents the east line of the said Town of Jeanetta Subdivision for a distance of 635.00 feet to a 1/2 inch iron rod for northwest corner of this Block 1 which is set in the south line of Glenmont Street;

THENCE East along this tract's north line and the south line of Glenmont Street, 60 feet wide, for a distance of 235.76 feet to a 1/2 inch iron rod which marks the beginning of a curve;

THENCE Southeasterly along the arc of a 25.00 foot radius curve to the right which has a central angle of 90°00'00" and a chord which bears South 45°00'00" east 35.36 feet, for a distance of 39.27 feet to a 1/2 inch iron rod which is set in the west line of Bonhomme Road, which is also the east line of this herein described 3.7750 acre Block 1;

THENCE South along the east line of Block 1 and the west line of Bonhomme Road, 60 feet wide, for 578.39 feet to a 5/8 inch iron rod which marks the beginning of a curve;

THENCE Southwesterly along the arc of a 30.00 foot radius curve to the right which has a central angle of 89°35'54" and a chord which bears South 44°47'57" west 42.28 feet, for a distance of 46.91 feet to a 5/8 inch iron rod which is located in the north line of Harwin Drive and the south line of this Block 1;

THENCE South 89°35'54" west along the south line of this 3.7750 acre tract of land and the north line of Harwin Drive, 45 feet wide, for 229.13 feet to the PLACE OF BEGINNING.

*[Handwritten signature]*

CAL

11/11/00



EXHIBIT B

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

1. All restrictive covenants affecting the above described property, but the Company guarantees that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the mortgage hereby insured. None of record except in instruments recorded in Volume 3948, Page 499, Volume 5718, Page 278 & Vol. 6578, Pg. 168, Deed Records of Harris County.
2. ~~Any easements or other rights of way or other interests in or to the property or any part thereof which are not shown on the map or plat of the property.~~
3. Taxes for the year 1973 and subsequent years. not yet due and payable.
4. Usury or claims of usury.
5. Any right of rescission contained in any CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING law.
6. Utility easement 10 feet wide running north and south located 20' east of the west property line of said Block its entire length.
7. Aerial easement 5 feet wide from a plane 20 feet above the ground upward located adjacent to above easement all as shown on the recorded map of said addition.
8. A 10 foot utility easement along the east line of Jeanetta Street together with an aerial easement 5 feet wide from a plane 20 feet from the ground upward located adjacent to said easement as granted to Houston Lighting & Power Company by instrument dated August 28, 1961, recorded in Volume 4546, Page 193, Deed Records of Harris County, Texas.
9. Unobstructed easement 13 feet in width and 15 feet in length for padmounted transformer station location of which is shown on sketch as granted to Houston Lighting & Power Company by instrument dated November 23, 1971, recorded under D-472381 on December 3, 1971.
10. 10 foot building lines along the south side of Glenmont, West side on Bonhomme and the North side of Harwin Drive all as shown on the recorded map of said addition.
11. Ordinance establishing the building lines of Harwin Drive by the City of Houston dated July 9, 1969, recorded in Volume 7712, Page 88, Deed Records of Harris County, Texas.
12. Access limitation set out in paragraph 2 of the Dedication of Sharpstown Business Park recorded in Volume 162, Page 82, Map Records of Harris County, Texas.
13. Memorandum of Lease Agreement dated June 29, 1971 recorded in Volume 2389, Page 309, Contract Records of Harris County, Texas, between J/C Properties Three Ltd. and Delta Engineering Corporation, a Delaware corporation, for a term of 15 years with two renewal periods of 5 years each.
14. Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.


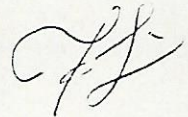
  
CHL  
MMP



EXHIBIT C

There are no liens on the property and there will be no liens on the property  
at the time of closing.

A handwritten signature in dark ink, appearing to be 'C. J. L.' or similar, written in a cursive style.

CAL

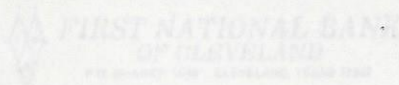
MP



PURCHASER'S RECEIPT RETAIN FOR YOUR RECORDS

NO 24206

THE PURCHASER OF ANY SECURITY HEREIN WILL  
BE RESPONSIBLE FOR ANY OFFICIAL CHECK OF  
THIS BANK WILL BE OBLIGED OR TO REFUSE IN  
THE EVENT IT IS NOT, NOT PLACED ON RECORD.



FOR DEPOSIT ONLY - CLEVELAND, OHIO 44114

REMITTER: Sinopac International Corp.  
Harvest House Bldg., 7400 Garvin

10-26-

89

PAYABLE TO

The Life Insurance Company of Virginia

15,000.00

EXHIBIT D

CASHIER'S CHECK

"None"

CHL-  
mmf

01131132370

Bankers Trust Company

NEW YORK, NEW YORK

52001233

DATE

11/14/89

\*\*\*\$835,000.00\*\*

BANKERS TRUST CO. 835.00

PAY TO THE ORDER OF

\*\*Lawyers Title Company\*\*

617 Caroline St., Houston

(By order of Sinopac Int'l Corp. (as  
purchaser of building, 7400 Garvin, Houston))

BANKERS TRUST COMPANY

52001233 4021001031C 000-01440795

OFFICIAL CHECK



DEED

STATE OF TEXAS )

) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS )

THAT THE LIFE INSURANCE COMPANY OF VIRGINIA, a Virginia corporation, whose address is P. O. Box 27601, Richmond, Virginia 23261 ("Grantor"), for and in consideration of the sum of the following:

(a) Ten Dollars (\$10.00) cash and other good and valuable consideration to us in hand paid by Sinopac International Corp., whose address is Route 7, Box 490, Cleveland, Texas 77327 ("Grantee"), the receipt and sufficiency of which is hereby acknowledged;

has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto said Grantee, all that certain property situated in Harris County, Texas, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

This Deed is executed by the Grantor and accepted by Grantee subject to all restrictions, encumbrances, easements, reservations, building setback lines and ordinances of record in the office of the County Clerk of Harris County, Texas (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever but subject to the Permitted Encumbrances; and we do hereby bind ourselves and our respective heirs and personal representatives, to Warrant and Forever Defend all and singular the title of Grantor, in and to the said Property unto the said Grantee, its successors and assigns, but subject to said Permitted Encumbrances, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under us, but not otherwise.

EXECUTED this the 10<sup>th</sup> day of November, 1989.

THE LIFE INSURANCE COMPANY OF VIRGINIA

BY: Leonard Y. Bastinshi

VICE PRESIDENT

for  
OK  
W



STATE OF VIRGINIA )

COUNTY OF HENRICO )

BEFORE ME, the undersigned authority, on this day personally appeared Leonard C. Burkhardt, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10<sup>th</sup> day of November, 1989.

Margaret Walker  
Notary Public in and for  
State of Virginia

My Commission Expires 3-14-92

This Deed is executed by the Grantor and accepted by Grantee subject to all restrictions, encumbrances, easements, reservations, building setback lines and ordinances of record in the office of the County Clerk of Harris County, Texas (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever but subject to the Permitted Encumbrances, and we do hereby bind ourselves and our heirs, assigns and legal representatives, to warrant and forever defend all and singular the title of Grantor, in and to the said Property unto the said Grantee, its successors and assigns, but subject to said Permitted Encumbrances, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under us, but not otherwise.

EXECUTED this the 10<sup>th</sup> day of November, 1989.

THE LIFE INSURANCE COMPANY OF VIRGINIA

BY: Shirley C. Burkhardt

VICE PRESIDENT

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OK  
WU



50  
R852845

507-73-2979

04/01/96 200156918 R 852845

\$11.00

**SPECIAL WARRANTY DEED**

**Date:** March 1st, 1996

**Grantor:** SINOPAC INTERNATIONAL CORP., a Texas corporation

**Grantor's Mailing Address** (including county): 7400 Harwin Dr.,  
Suite 300, Houston, Harris County, Texas 77036

**Grantee:** FPH ENTERPRISES CORP., a Texas corporation *lee*

**Grantee's Mailing Address** (including county): 6901 Corporate,  
Suite 220, Houston, Harris County, Texas 77036

**Consideration:** Ten Dollars (\$10.00) and other good and valuable  
consideration received by Grantor

**Property** (including any improvements):

3.7750 acres (164,437 square feet) of land situated in the  
John H. Walton Survey, Abstract No. 852 and being all of  
Block One of the Sharpstown Business Park as recorded in  
Volume 162, Page 82 of the Harris County Map Records and  
more particularly described in Exhibit A attached hereto and  
incorporated herein for all purposes *D*

**Reservations from and Exceptions to Conveyance and Warranty:**

*11*  
*5*  
Easements, rights-of-way, and prescriptive rights, whether  
of record or not; all presently recorded restrictions,  
reservations, covenants, conditions, oil and gas leases,  
mineral severances, and other instruments, other than liens  
and conveyances, that affect the Property; rights of parties  
in possession; existing leases, whether recorded or not;  
rights of adjoining owners in any walls and fences situated  
on a common boundary; any discrepancies, conflicts, or  
shortages in area or boundary lines; any encroachments or  
overlapping of improvements; all rights, obligations, and  
other matters emanating from and existing by reason of the  
creation, establishment, maintenance, and operation of any  
and all applicable governmental districts, agencies,  
authorities, etc.; taxes and maintenance fees for 1996, the  
payment of which Grantee assumes; and subsequent assessments  
for that and prior years due to change in land usage,  
ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the  
reservations from and 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 wise  
belonging, to have and hold it to Grantee, Grantee's heirs,  
executors, administrators, successors, or assigns forever.  
Grantor binds Grantor and Grantor's heirs, executors,  
administrators, successors to warrant and forever defend all and  
singular the Property to Grantee and Grantee's heirs, executors.



**TITLE.** GRANTEE AGREES TO AND ACCEPTS THE PROPERTY "AS-IS", "WHERE-IS", WITH ALL FAULTS, WITHOUT REPAIRS, AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES EXCEPT THE AFORESAID LIMITED WARRANTY OF TITLE. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO ITS PURCHASE OF SAME. GRANTEE AGREES TO WAIVE ANY AND ALL CLAIMS, KNOWN OR UNKNOWN, AGAINST GRANTOR REGARDING THE CONDITION OF THE PROPERTY.

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

Grantor: **SINOPAC  
INTERNATIONAL CORP.**

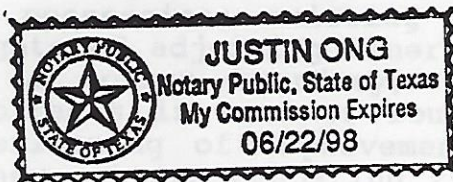
by: *Frank C.H. Lin*  
**FRANK LIN**  
President

Agreed and Accepted by Grantee:  
**FHP ENTERPRISES CORP.**

by: *Huang Chun-Mei Lin*  
**HUANG CHUN-MEI LIN**  
President

STATE OF TEXAS §  
COUNTY OF HARRIS §

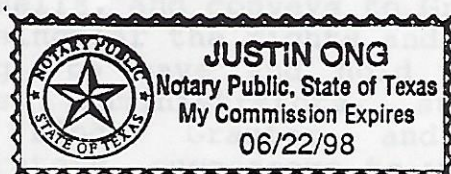
This instrument was acknowledged before me on March 29th, 1996, by FRANK LIN, President of SINOPAC INTERNATIONAL CORP., a Texas corporation, on behalf of said corporation.



*Justin Ong*  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 29th, 1996 by HUANG CHUN-MEI LIN, President of FHP ENTERPRISES CORP., a Texas corporation, on behalf of said corporation.



*Justin Ong*  
Notary Public, State of Texas



**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made this the 28<sup>th</sup> day of September, 1999, between:

10/14/99 201087632 U022623 \$13.00

528-60-1024

**Grantor:** FPH Enterprises Corp., a Texas corporation with an address at 6901 Corporate, Suite 220, Houston, TX 77036; and

**Grantee:** Sinopac International Corp., a Texas corporation having an address at 7400 Harwin, Suite 300, Houston, TX 77036 ("Grantee").

WITNESSETH, That the Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, sell, convey, and confirm, unto the Grantee, his heirs, executors, administrators, successors and assigns forever, all the real property, together with improvements, situated, lying and being in the County of Harris, State of Texas, more particularly described on Exhibit A (the "Property").

TOGETHER with all and singular the rights, tenements, hereditaments, easements, appendages, ways, privileges, and appurtenances, if any, thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Property, including without limitation, any right, title and interest of Grantor in and to the adjacent streets, alleys and rights-of-way;

TO HAVE AND TO HOLD the said Property above bargained and described with the appurtenance, unto the Grantee, his heirs, executors, administrators, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property unto Grantee, his heirs, executors, administrators, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.



GRANTOR MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE PORPERTY, EXCEPT THE LIMITED WARRANTY OF TITLE. GRANTEE AGREED TO AND ACCEPT THE PROPERTY "AS-IS", "WHERE-IS", WITH ALL FAULTS, WITHOUT REPAIRS, AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES EXCEPT THE AFORESAID LIMITED WARRANTY OF TITLE. GRANTEE ACKNOWLEDGES THAT 8IS HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO ITS PURCHASE OF SAME. GRANTEE AGREES TO WAIVE ANY AND ALL CLAIMS KNOWN OR UNKNOWN, AGAINST GRANTOR REGARDING THE CONDITION OF THE PROPERTY.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor the day and year first above written.

**GRANTOR**  
**FPH Enterprises Corp.**

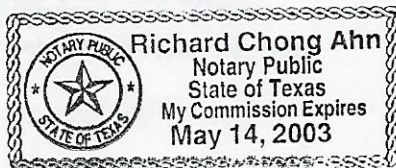
**GRANTEE**  
**Sinopac International Corp.**

BY: Flora M. Lin  
 Flora Lin, President

By: Frank C.H. Lin  
 Frank C.H. Lin, President

**STATE OF TEXAS** §  
 §  
**COUNTY OF HARRIS** §

On this the 28 day of September, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Flora Lin, known to me to be the authorized agent of FPH Enterprises Corp., and Frank C.H. Lin, known to me to be the authorized agent of Sinopac International Corp., and executed the within instrument pursuant to the authority duly given to him/her.



Witness my hand and official seal.

[Signature]  
 Notary Public for the State of Texas





# CLARK SURVEYING COMPANY

1315 SHERWOOD FOREST DR. — HOUSTON, TEXAS 77043 — 713/461-1400 — FAX 713/461-3639

528-60-1026

## EXHIBIT "A"

### FIELD NOTES

Field note description of 3.7750 acres (164,437 square feet) of land situated in the John H. Walton Survey, Abstract No. 852 and being all of Block One of the Sharpstown Business Park as recorded in Volume 162, Page 82 of the Harris County Map Records and more particularly described as follows (all bearings refer to the said Plat of Sharpstown Business Park as recorded in Volume 162, Page 82, Harris County Map Records):

BEGINNING at the most Northerly Northeast corner of the said Block One of Sharpstown Business Park at a 5/8-inch iron rod found for corner and being on the South right-of-way line of Glenmont Street (60 feet wide) and the beginning of a curve to the right;

THENCE, SOUTHEASTERLY, around said curve to the right having a radius of 25.00 feet, a central angle of  $90^{\circ} 00' 00''$ , a chord bearing of  $S 45^{\circ} 00' 00'' E$ , 35.36 feet, and an arc length of 39.27 feet to a 5/8-inch iron rod found on the West right-of-way line of Bonhomme Road (60 feet wide);

THENCE, SOUTH, along the West right-of-way of Bonhomme Road, for a distance of 578.39 feet to a 5/8-inch iron rod found for corner and the beginning of a curve to the right;

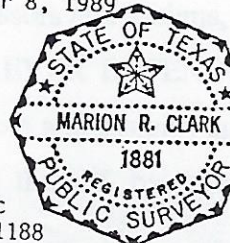
THENCE, SOUTHWESTERLY, around said curve to the right having a radius of 30.00 feet, a central angle of  $89^{\circ} 35' 54''$  a chord bearing of  $S 44^{\circ} 47' 57'' W$ , 42.28 feet, and an arc length of 46.91 feet to a 5/8-inch iron rod found on the North right-of-way line of Harwin Drive (130 feet wide);

THENCE,  $S 89^{\circ} 35' 54'' W$ , along the North right-of-way of said Harwin Drive, for a distance of 229.13 feet to a 5/8-inch iron rod found for corner in the West line of said Sharpstown Business Park;

THENCE,  $N 00^{\circ} 09' 59'' W$ , with the West line of said Sharpstown Business Park, for a distance of 635.00 feet to a 5/8-inch iron rod set in the South right-of-way line of said Glenmont Street;

THENCE, EAST, along the South right-of-way line of said Glenmont Street, for a distance of 235.76 feet to the POINT OF BEGINNING and containing 3.7750 acres (164,437 square feet) of land. This description is based on a ground survey and plat made by Marion R. Clark, Registered Public Surveyor, dated November 8, 1989.

*Marion R. Clark*  
Marion R. Clark  
Registered Public Surveyor No. 1881



Sinopac  
81-06-1188  
Revised 11/13/89  
05/3.7750 FN

FILE FOR RECORD  
8:00 AM

OCT 14 1999

*County Clerk*  
County Clerk, Harris County, Texas

RECORDERS MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.