

EXHIBIT E

**METES AND BOUNDS DESCRIPTION
2.0867 ACRES (90,897 SQUARE FEET)
OUT OF RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS**

Being 2.0867 acres (90,897 square feet) of land, out of Reserve "A", Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas (MR MCT); Said 1.5000 acres tract lying in the John Williams Survey, Abstract 641 and being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4 inch iron rod, in the Southwest right of way line of Rayford Road, marking the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 98 03564 RPR MCT and the most Easterly corner of a called 1.276 acre tract conveyed to Montgomery County, Texas by CCF 2005-111168 RPR MCT;

THENCE South 49°17'58" West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said 1.276 acre tract, a distance of 21.30 feet to a set 5/8 inch iron rod, for the most Northerly corner of a 1.500 acre tract conveyed to Andrea Webb by deed recorded under CCF No. 2007-025077 of the OPRRP MCT and the West corner of said 1.5014 acre tract;

THENCE along a curve to the right, said curve based on a radius of 1228.92 feet, an included angle of 03°38'38" a chord bearing North 67°05'45" West, a distance of 78.15 feet, and an arch length of 78.16 feet to a set 5/8 inch iron rod for the most Easterly corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South 49°17'58" West, a distance of 55.78 feet to set 5/8 inch iron rod for angle point;

THENCE South 31°13'39" West, a distance of 197.53 feet to a set 5/8 inch iron rod for a point of curvature;

THENCE along a curve to the left, said curve based on a radius of 135.00 feet, an included angle of 28°46'50", a chord bearing South 14°53'29" West, a distance of 67.10 feet, and an arch length of 67.81 feet to a set 5/8 inch iron rod for the most Southerly corner of the herein described tract;

THENCE North 89°27'34" West, a distance of 21.69 feet to a found axle, marking the Southeast corner of a called 3.790 acres tract, conveyed to Chas Aldridge by deed recorded in Volume 571 Page 109 DR MCT;

THENCE North 28°38'55" West, along the East line of said 3.790 acre tract, a distance of 628.43 feet, to a set 5/8 inch iron rod in the South right of way line (ROW) of Rayford Road, for the most northerly Northwest corner of the herein described tract;

THENCE along said ROW, along a curve to the right, based on a radius of 1150.00 feet, an included angle of 14°43'48" a chord bearing South 60°27'24" East, a distance of 294.84 feet, and an arch length of 295.65 feet to a set 5/8 inch iron rod for a reverse point of curvature;

THENCE along said ROW, along a curve to the left based on a radius of 1250.00 feet, an included angle of 12°12'47" and a chord bearing South 59°11'54" East, a distance of 265.94 feet, an arch length of 266.44 feet to the POINT OF BEGINNING and containing a computed 2.0867 acres (90,897 square feet) of land.

EXHIBIT F

**METES AND BOUNDS DESCRIPTION
8.7876 ACRES (382,789 SQUARE FEET)
OUT OF RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS**

Being 8.7876 acres (382,789 square feet) of land, out of Reserve "A", Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas (MR MCT); Said 8.7876 acres tract lying in the John Williams Survey, Abstract 641 and being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4 inch iron rod, in the Southwest right of way line of Rayford Road, marking the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 98 03564 RPR MCT and the most Easterly corner of a called 1.276 acre tract conveyed to Montgomery County, Texas by CCF 2005-111168 RPR MCT;

THENCE South 49°17'58" West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said 1.276 acre tract, a distance of 21.30 feet to a set 5/8 inch iron rod, for the most Northerly corner of a 1.500 acre tract conveyed to Andrea Webb by deed recorded under CCF No. 2007-025077 of the OPRRP MCT, the West corner of said 1.5014 acre tract and the Northeast corner of said 70' Private Access Easement recorded in CCF No. 2006-112364 of the OPRRP MCT;

THENCE along a curve to the right, said curve based on a radius of 1228.92 feet, an included angle of 03°38'38" a chord bearing North 67°05'45" West, a distance of 78.14 feet, and an arch length of 78.16 feet to a set 5/8 inch iron rod, for the Northerly corner of said 70' Private Access Easement;

THENCE along the West line of said Private Access Easement, for the following Six (6) calls;

THENCE South 49°18'18" West, a distance of 55.78 feet to set 5/8 inch iron rod for angle point;

THENCE South 31°13'39" West, a distance of 197.54 feet to a set 5/8 inch iron rod for a point of curvature;

THENCE along a curve to the left, said curve based on a radius of 135.00 feet, an included angle of 28°46'50", a chord bearing South 14°53'29" West, a distance of 67.10 feet, and an arch length of 67.81 feet to a set 5/8 inch iron rod for the Northeast corner of the herein described tract, also called the **POINT OF BEGINNING**;

THENCE along a curve to the left, said curve based on a radius of 135.00 feet, an included angle of 30°30'25", a chord bearing South 14°45'08" West, a distance of 71.03 feet, and an arch length of 71.88 feet to a set 5/8 inch iron rod for a point of tangency;

THENCE South 30°00'50" East, a distance of 220.35 feet to a set 5/8 inch iron rod for an angle point;

THENCE South 29°59'39" East, a distance of 327.38 feet to a set 5/8 inch iron rod for the Northeast corner of a called 1.567 acres tract conveyed to W.H. Riddle Jr. by deed recorded in CCF 852647 of the RPR MCT and the Southeast corner of the herein described tract;

Declaration of Covenants

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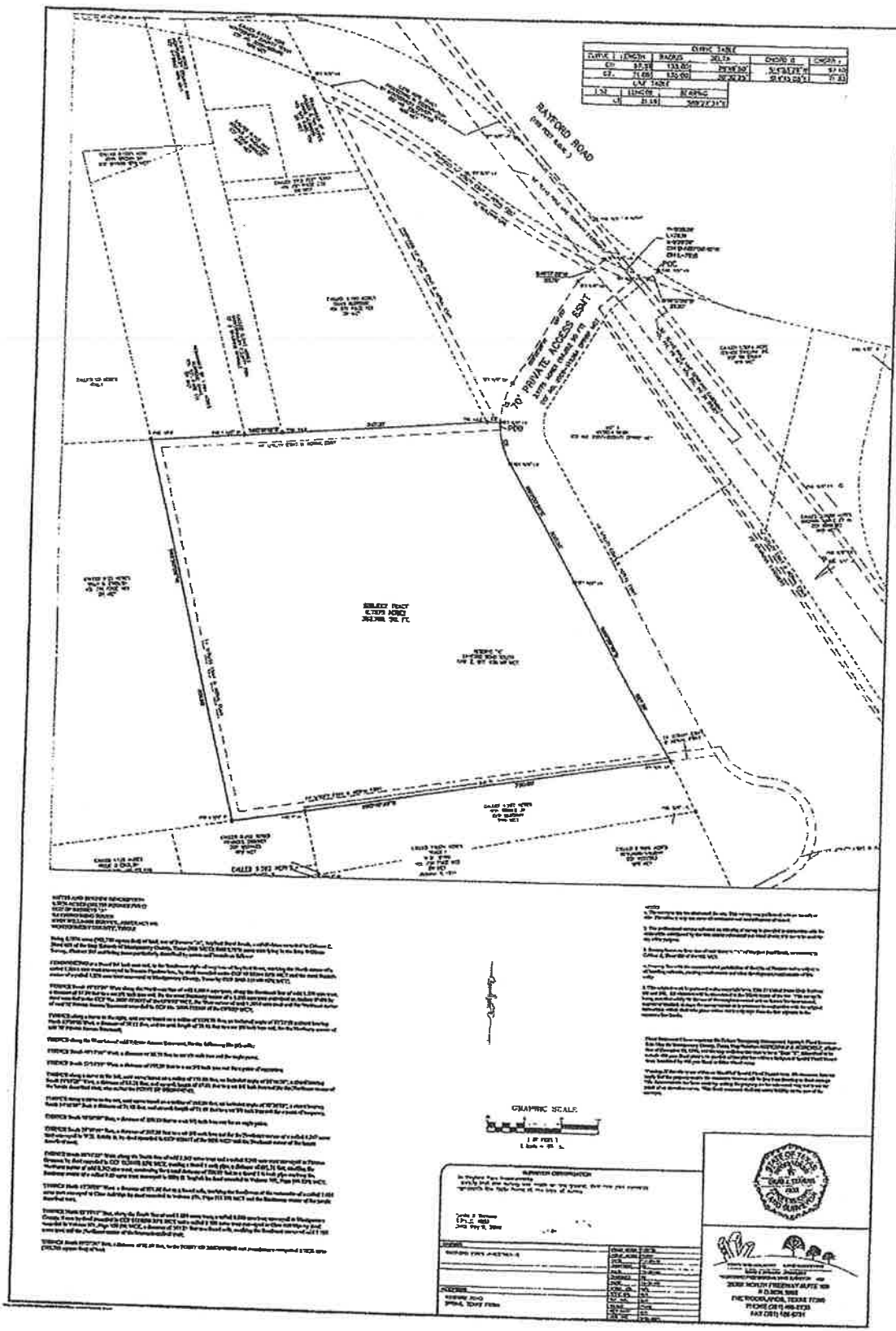
Exhibit F, Page 1

THENCE South 80°45'22" West, along the North line of said 1.567 acres tract and a called 0.343 acre tract conveyed to Frances Grimmer by deed recorded in CCF 8524455 RPR MCT, passing a found 1 inch pipe, a distance of 601.71 feet, marking the Northeast corner of said 0.343 acre tract, continuing for a total distance of 720.89 feet to a found 1 ½ inch pipe marking the Southeast corner of a called 9.25 acres tract conveyed to Billy O. English by deed recorded in Volume 741, Page 464 RPR MCT;

THENCE North 13°30'06" West, a distance of 631.86 feet to a found axle, marking the Southwest of the remainder of a called 1.684 acres tract conveyed to Chas Aldridge by deed recorded in Volume 571, Page 111 DR MCT;

THENCE North 85°19'12" East, along the South line of said 1.684 acres tract, a called 0.640 acre tract conveyed to Montgomery County, Texas by deed recorded in CCF 8118608 RPR MCT and a called 3.790 acres tract conveyed to Chas Aldridge by deed recorded in Volume 571, Page 109 DR MCT, a distance of 547.21 feet to a found axle, marking the Southeast corner of said 3.790 acres tract;

THENCE South 89°27'34" East, a distance of 21.69 feet, to the **POINT OF BEGINNING** and containing a computed 8.7876 acres (382,789 square feet) of land.



Declaration of Covenants

2147\Document\Declaration of Covenants (Rev RLS 07-24-2008 Ver 014).doc

EXHIBIT G
Description of the Sign Easement

METES AND BOUNDS DESCRIPTION
0.0012 ACRE (53 SQUARE FEET)
OUT OF RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS

Being 0.0012 acre (53 square feet) of land, out of Reserve "A", Rayford Bend South, a subdivision recorded in Cabinet 2, Sheet 635 of the Map Records of Montgomery County, Texas (MR MCT). Said 0.0012 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4 inch iron rod, in the Southwest right of way line of Rayford Road, marking the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 98 03564 RPR MCT and the most Easterly corner of a called 1.276 acre tract conveyed to Montgomery County, Texas by CCF 2005-111168 RPR MCT;

THENCE South $49^{\circ}17'58''$ West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said 1.276 acre tract, a distance of 21.30 feet to a set 5/8 inch iron rod, for the most Easterly corner of a 70' Private Access Easement recorded under CCF No. 2006-112364 of the OPRRP MCT;

THENCE along a curve to the right, said curve based on a radius of 1228.92 feet, an included angle of $03^{\circ}38'39''$ a chord bearing North $67^{\circ}05'45''$ West, a distance of 78.15 feet, and an arch length of 78.16 feet to a set 5/8 inch iron rod for the most Northerly corner of said 70' Private Access Easement;

THENCE North $89^{\circ}15'47''$ West, a distance of 33.55 feet to a point for the Northeast corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South $30^{\circ}40'10''$ West, a distance of 10.89 feet to a point for the Southeast corner of the herein described tract;

THENCE North $59^{\circ}19'50''$ West, a distance of 4.98 feet to a point for the Southwest corner of the herein described tract;

THENCE North $30^{\circ}40'10''$ East, a distance of 10.50 feet to a point for the Northwest corner of the herein described tract;

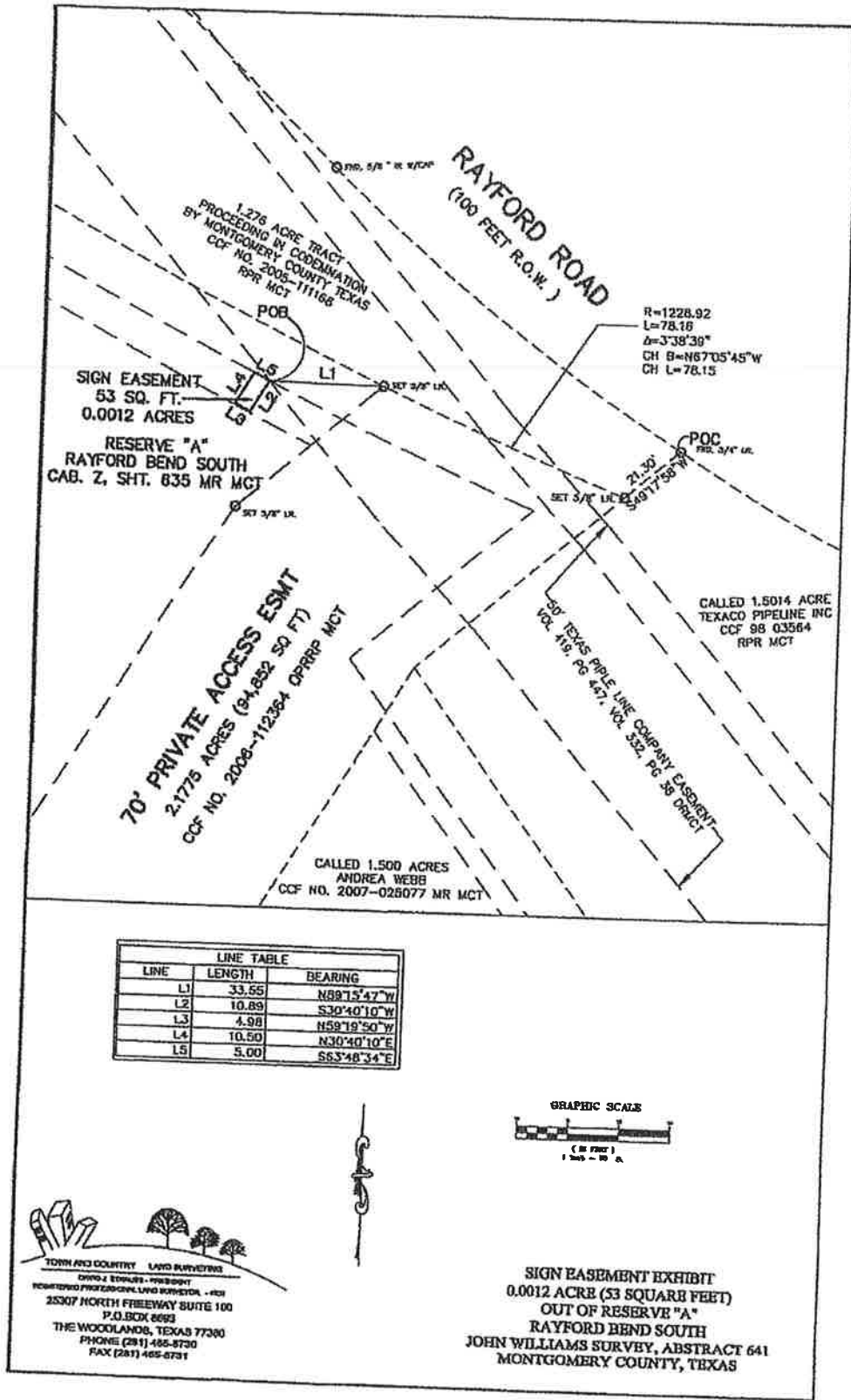
THENCE South $63^{\circ}48'34''$ East, a distance of 5.00 feet to the POINT OF BEGINNING and containing a computed 0.0012 acres (53 square feet) of land.

Prepared by
Town and Country Surveyors, LLC
25307 North Freeway, IH 45 North, Suite 100
The Woodlands, TX 77380
Phone (281) 465-8730
Fax (281) 465-8731

David J. Strauss

David J. Strauss, RPLS 4833
Job No. 0491-0002
Date: July 29, 2008





Declaration of Covenants

RESERVED FOR FILING AND RECORDING INFORMATION

RECORDING INFORMATION:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

2109 MAY -8 PM 2:09

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAY - 8 2009



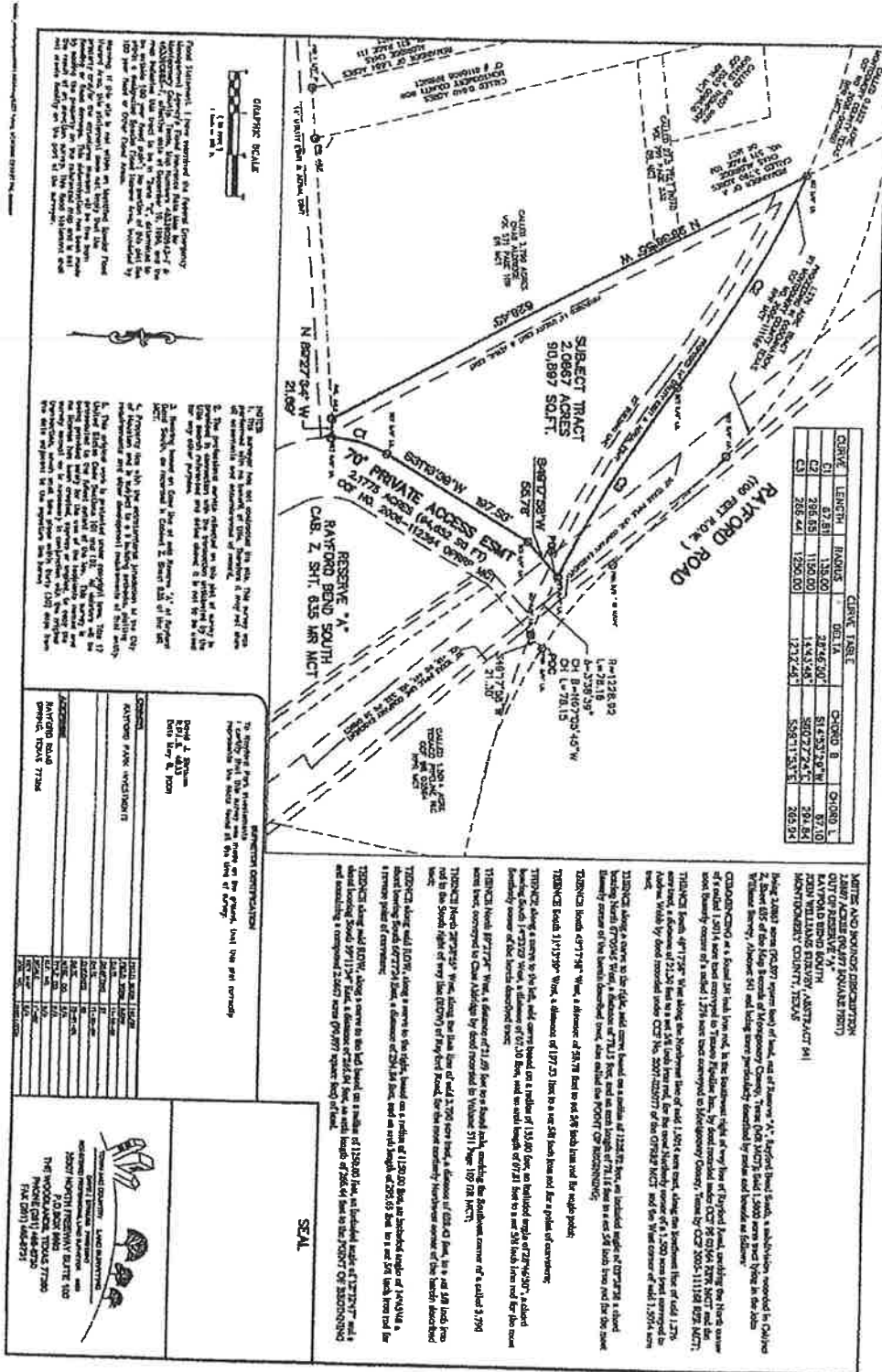
Mark Turnbull
County Clerk
Montgomery County, Texas

AFTER RECORDING RETURN TO:
ROBERT LEE SMITH P.C.
25211 Grogan's Mill Road, Suite 450
The Woodlands, Texas 77380

Declaration of Covenants

2147\Document\Declaration of Covenants (Rev RLS 07-24-2008 Ver 014).doc

Filing and Recording Information



CHAIN	LENGTH	ANGLE	DELTA	CHORD B	CHORD L
C1	67.81	115.00	22.78 202'	67.10	67.10
C2	256.65	115.00	50.27 247'	254.84	254.84
C3	268.44	129.00	154.52 84'	262.74 51'	262.74 51'
			173.24 84'	262.74 51'	262.74 51'

CHAINS SCALE
 1" = 100.00'
 1" = 100.00'

NOTES:
 1. This plat was prepared by the Surveyor General of the State of Missouri, and is a true and correct copy of the original plat on file in the office of the Surveyor General.
 2. The plat was prepared from a survey made by the Surveyor General of the State of Missouri, and is a true and correct copy of the original plat on file in the office of the Surveyor General.
 3. The plat was prepared from a survey made by the Surveyor General of the State of Missouri, and is a true and correct copy of the original plat on file in the office of the Surveyor General.
 4. The plat was prepared from a survey made by the Surveyor General of the State of Missouri, and is a true and correct copy of the original plat on file in the office of the Surveyor General.
 5. The plat was prepared from a survey made by the Surveyor General of the State of Missouri, and is a true and correct copy of the original plat on file in the office of the Surveyor General.

DEPOSITION
 I, the undersigned, being duly sworn, depose and say that I am the Surveyor General of the State of Missouri, and that the above is a true and correct copy of the original plat on file in the office of the Surveyor General.
 Given under my hand and the seal of the State of Missouri, at St. Louis, Missouri, this 1st day of January, 2007.

CHAIN	LENGTH	ANGLE	DELTA	CHORD B	CHORD L
C1	67.81	115.00	22.78 202'	67.10	67.10
C2	256.65	115.00	50.27 247'	254.84	254.84
C3	268.44	129.00	154.52 84'	262.74 51'	262.74 51'
			173.24 84'	262.74 51'	262.74 51'

SCALE
 1" = 100.00'
 1" = 100.00'

NOTES AND REVISIONS:
 1. This plat was prepared by the Surveyor General of the State of Missouri, and is a true and correct copy of the original plat on file in the office of the Surveyor General.
 2. The plat was prepared from a survey made by the Surveyor General of the State of Missouri, and is a true and correct copy of the original plat on file in the office of the Surveyor General.
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DECLARATION OF COVENANTS
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Exhibit E, Page 3

1406549

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, ASSESSMENTS AND LIENS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MONTGOMERY §

This AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND LIENS (as hereafter amended, modified, extended, reinstated, restated and otherwise modified, the "Amendment") is entered into, executed and acknowledged by and among:

- (1) Andrea G. Webb and Edward R. Webb, individuals (together, referred to as "the Webbs" herein),
- (2) Texan Properties, Ltd. (a Texas limited partnership, referred to as "Texan" herein),
- (3) Conroe Lighting & Supply Inc. (a Texas corporation, referred to as "Conroe Lighting" herein),
- (4) HGT Holdings, LLC (a Texas limited liability company, referred to as "HGT Holdings" herein); and
- (5) Texas Equity Ventures, LLC (a Texas limited liability company, referred to as "Equity Ventures" herein),

for the purpose of amending and correcting the covenants, conditions, restrictions, easements, assessments, liens and conditions established in that certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND LIENS (referred to herein as the "Original Declaration") recorded in the Official Public Records of Real Property of Montgomery County, Texas (referred to as the "Public Records" herein) under the Montgomery County Clerk's File Number 2009-039326. The Webbs, Texas, Conroe Lighting, HGT Holdings, and Equity Ventures are referred to herein as the "Owners," in the plural, and, each of them as an "Owner," in the singular.

RECITALS:

WHEREAS, the Webbs are the Owners of a 1.5000 acre tract (referred to as "Lot 1" herein) in Restricted Reserve A of the Rayford Bend South Subdivision, a subdivision (referred to as the "Subdivision" herein) located in the extra-territorial jurisdiction of the City of Houston and created by plat recorded in Cabinet Z, on pages 635 and 636, of the Map and Plat Records of Montgomery County, Texas. Lot 1 is described in Exhibit AA of this Amendment.

WHEREAS, Texan is the Owner of that certain 1.5000 acre tract (referred to as "Lot 2" herein) located in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 2 is described in Exhibit BB of this Amendment.

WHEREAS, Texan is the Owner of that certain 1.5006 acre tract (referred to as "Lot 3" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 3 is described in Exhibit CC of this Amendment.

WHEREAS, Conroe Lighting is the Owner of that certain 1.5128 acre tract (referred to as "Lot 4" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 4 is described in Exhibit DD of this Amendment.

WHEREAS, HGT Holdings is the Owner of that certain 2.0867 acre tract (referred to as "Lot 5" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 5 is described in Exhibit E of the Original Declaration.

WHEREAS, Equity Ventures is the Owner of that certain 8.7826 acre tract (referred to as "Tract A" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Tract A is described in Exhibit F of the Original Declaration.

WHEREAS, in the Original Declaration the descriptions of Lots 1, 2, 3 and 4, are not correct, and this Amendment establishes the correct description of each of Lots 1, 2, 3 and 4 as provided in Exhibits AA, BB, CC, and DD, to this Amendment. Exhibits AA through DD are incorporated herein, are attached hereto, and hereby replace Exhibits A through D, respectively, in the Original Declaration.

WHEREFORE, in consideration of the Recitals, the undersigned Owners hereby covenant and agree to amend the Original Declaration in order to correct the descriptions of Lots 1, 2, 3, and 4 and to otherwise amend the Original Declaration as herein provided. Except as amended herein, the Original Declaration remains in full force and effect as written.

Section 1

Amended Property Description

Each of the Owners hereby consent and agree to amend the Original Declaration as follows:

Amendment No. 1. Exhibit A as attached to, and made a part of, the Original Declaration is hereby deleted in its entirety and is replaced with the attached Exhibit AA to this Amendment. Exhibit AA to this Amendment hereby replaces all of Exhibit A to the Original Declaration and is hereby made a part of the Original Declaration in replacement of Exhibit A to the Original Declaration. The term Exhibit A, as used in the Original Declaration, is hereby amended to mean Exhibit AA which is attached to this Amendment. The term Lot 1, as used in the Original Declaration, is hereby amended to mean the real property described in Exhibit AA to this Amendment.

Amendment No. 2. Exhibit B as attached to, and made a part of, the Original Declaration is hereby deleted in its entirety and is replaced with the attached Exhibit BB to this Amendment. Exhibit BB to this Amendment hereby replaces all of Exhibit B to the Original Declaration and is hereby made a part of the Original Declaration in replacement of Exhibit B to the Original Declaration. The term Exhibit B, as used in the Original Declaration, is hereby amended to mean Exhibit BB which is attached to this Amendment. The term Lot 2, as used in the Original Declaration, is hereby amended to mean the real property described in Exhibit BB to this Amendment.

Amendment No. 3. Exhibit C as attached to, and made a part of, the Original Declaration is hereby deleted in its entirety and is replaced with the attached Exhibit CC to this Amendment. Exhibit CC to this Amendment hereby replaces all of Exhibit C to the Original Declaration and is hereby made a part of the Original Declaration in replacement of Exhibit C to the Original Declaration. The term Exhibit C, as used in the Original Declaration, is hereby amended to mean Exhibit CC which is attached to this Amendment. The term Lot 3, as used in the Original Declaration, is hereby amended to mean the real property described in Exhibit CC to this Amendment.

Amendment No. 4. Exhibit D as attached to, and made a part of, the Original Declaration is hereby deleted in its entirety and is replaced with the attached Exhibit DD to this Amendment. Exhibit DD to this Amendment hereby replaces all of Exhibit D to the Original Declaration and is hereby made a part of the Original Declaration in replacement of Exhibit D to the Original Declaration. The term Exhibit D, as used in the Original Declaration, is hereby amended to mean Exhibit DD which is attached to this Amendment. The term Lot 4, as used in the Original Declaration, is hereby amended to mean the real property described in Exhibit DD to this Amendment.

Amendment No. 5. The terms "Property" and "Properties" are hereby redefined to mean, in the singular, each or any one of Lots 1 through 5 and Tract A, and in the plural, as any two or more of Lots 1 through 5 and Tract A.

Section 2

Miscellaneous

1. Severability. The invalidation of any of these covenants, or any of the covenants of the Original Declaration as amended hereby, by operation of law, by judgment or other decree entered in any proceeding in any jurisdiction (including, without limitation, a judicial, arbitration or administrative hearing) shall in no way affect any other provision or provisions of this Amendment or the Original Declaration (except as the Original Declaration is amended hereby).

2. Encumbrance on Properties. All and each of the Properties shall be held, sold, conveyed and occupied subject to the easements, restrictions, covenants, terms and conditions of the Original Declaration as amended hereby, all of which easements, restrictions, covenants, terms and conditions shall run with title to all and each of the Properties and shall be binding on, and shall inure to the benefit of, all persons owning or claiming any right, title, or interest in or to any of the Properties, or any part thereof, and their heirs, personal representatives, successors or assigns, forever, and each contract or deed which may hereafter be executed by any person with regard to any of the Properties (or any portion thereof) shall be conclusively held to have been executed, delivered, and accepted subject to the easements, restrictions, covenants, terms and conditions of the Original Declaration as amended hereby.

3. Counterparts. To facilitate execution and delivery, this Amendment may be executed in as many counterparts as there are parties hereto, and it is not necessary that the signature of, or on behalf of, each party, or the signatures of all persons who are required to bind any party, appear on all counterparts of this Amendment. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the executed counterparts of this Amendment. All counterparts of this Amendment shall collectively constitute a single agreement of the parties hereto, and it shall not be necessary, in making proof of this Amendment, to account for more than the counterparts containing the respective signatures of, or on behalf of, all parties to this Amendment. Any signature page of any signed counterpart of this Amendment may be detached from said counterpart of this Amendment – without impairing the legal effect of any signature, acknowledgment or oath thereon – and may be attached to another counterpart of this Amendment, identical in form hereto, but having attached to it one or more additional signature pages for any one or more of the parties hereto.

4. Other Amendments: To the extent that any one or more of the above paragraphs 1, 2, and 3, of this Section 2, may vary (in whole or in part) from the companion versions thereof in Sections 8.2, 8.3 and 8.4 of the Original Declaration, the Original Declaration is hereby modified and amended.

5. Other Agreements: The recitals to this Amendment are incorporated herein as binding covenants among the Owners. Unless modified by this Amendment, all words and phrases which are specially defined in the Original Declaration shall have the same meanings when used in this Amendment. To the extent that any one or more of Paragraphs 1, 2 or 3, of this Section 2, may vary from the original versions thereof – i.e., Sections 8.2, 8.3 and 8.4, respectively, of the Original Declaration – the original versions are hereby modified and amended.

[Datelines, Signatures, Acknowledgments, and Exhibits Follow]

EXECUTED as of this 29 day of May, 2014, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

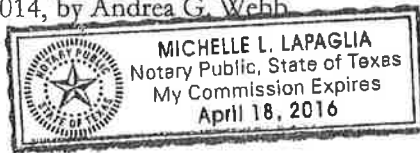
Andrea G. Webb
Andrea G. Webb

Edward R. Webb
Edward R. Webb

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 29 day of May 2014, by Andrea G. Webb



Michelle Lapaglia
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 29 day of May 2014, by Edward R. Webb.




Michelle Lapaglia
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED as of this 16th day of April, 2014, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

TEXAN PROPERTIES, LTD.
A Texas Limited Partnership

By: Its Sole General Partner

ENGINEERING PROFESSIONALS
INTERNATIONAL INCORPORATED
A TEXAS Corporation

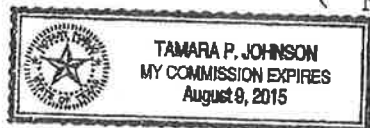
By: 
Name: Gregg S. Perkin
Title: OWNER

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 16 day of April 2014, by Gregg Perkin, the owner of Engineering Professionals International Incorporated (a _____ Corporation, acting in its capacity as the general partner of TEXAN PROPERTIES, LTD., a Texas limited partnership) in the capacity therein stated and on behalf of said corporation acting on behalf of said limited partnership.


NOTARY PUBLIC, STATE OF TEXAS



EXECUTED as of this 5 day of June, 2014, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

CONROE LIGHTING & SUPPLY INC.
A Texas Corporation

By: [Signature]
Name: SARA OVAITH
Title: president

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

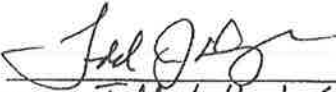
This instrument was acknowledged before me on the 5 day of June 2014, by Sara Ovaith, the President of **CONROE LIGHTING & SUPPLY INC.** in the capacity therein stated and on behalf of said corporation.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



EXECUTED as of this _____ day of _____, 2014, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

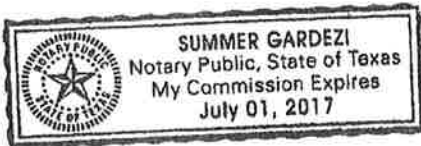
HGT HOLDINGS, LLC
A Texas Limited Liability Company

By: 
Name: Todd J. Hughes
Title: Partner

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

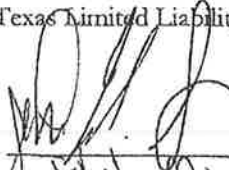
This instrument was acknowledged before me on the 30 day of May 2014, by Todd Hughes, the partner of HGT HOLDINGS, LLC, a Texas Limited Liability Company, in the capacity therein stated and on behalf of said limited liability company.




NOTARY PUBLIC, STATE OF TEXAS

EXECUTED as of this 4 day of June, 2014, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

TEXAS EQUITY VENTURES, LLC
A Texas Limited Liability Company

By: 
Name: John M. Sawyer
Title: managing member

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 4 day of June 2014, by John M. Sawyer, the Managing Member of TEXAS EQUITY VENTURES, LLC, a Texas Limited Liability Company, in the capacity therein stated and on behalf of said limited liability company.


NOTARY PUBLIC, STATE OF TEXAS



Schedule of Attachments:

Exhibit AA – Field Note and Plat Descriptions of Lot 1.

Exhibit BB – Field Note and Plat Descriptions of Lot 2.

Exhibit CC – Field Note and Plat Descriptions of Lot 3.

Exhibit DD – Field Note and Plat Description of Lot 4.

EXHIBIT AA, Page 1
1.5000 Acres (out of 21.8816 Acres)
C.F. Baumlin Survey

METES AND BOUNDS DESCRIPTION
1.5000 ACRES (65,340 SQUARE FEET)
OUT OF A CALLED 21.8816 ACRES (953,164 SQUARE FEET)
REMAINDER OF A CALLED 21.8816 ACRE TRACT
C.F. BAUMLIN SURVEY, ABSTRACT 105
MONTGOMERY COUNTY, TEXAS

Being 1.5000 acres (65,340 square feet) of land, out of the remainder of a called 21.8816 acres, conveyed to Del Papa Ventures by Deed recorded under County Clerk's File Number (CCF) 2004-101014 of the Real Property Records of Montgomery County, Texas (RPR MCT); Said 1.5000 acre tract lying in the C.F. Baumlin Survey, Abstract 105 and being more particularly described by metes and bounds as follows:

COMMENCING at a found $\frac{3}{4}$ inch iron rod, in the Southwest right of way line of Rayford Road, making the most northerly East corner of said remainder tract and the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 98 03564 RPR MCT;

THENCE South 52°41'02" West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said remainder tract and a proposed 70 foot wide road, a distance of 100.69 feet to a found $\frac{1}{2}$ inch iron rod, marking the West corner of said 1.5014 acre tract and the North corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South 33°12'22" East, along the Southwest line of said 1.5014 are tract, a distance of 346.46 feet to a set $\frac{5}{8}$ inch iron rod for the East corner of the herein described tract;

THENCE South 58°05'02" West, severing said remainder tract, a distance of 233.83 feet to a set $\frac{5}{8}$ inch iron rod in the Northeast line of said proposed road, for the South corner of the herein described tract;

THENCE North 26°37'46" West, along said Northeast line of said proposed road, a distance of 221.35 feet to a set $\frac{5}{8}$ inch iron rod for the point of curvature;

THENCE Northerly, along a curve to the right, having an arch length of 66.29 feet, based on a radius of 64.98 feet, an included angle of 58°26'57" and a chord bearing North 02°35'42" East, a distance of 63.45 feet to a set $\frac{5}{8}$ inch iron rod for the West corner of the herein described tract;

THENCE North 34°36'43" East, a distance of 185.00 feet to the POINT OF BEGINNING and containing a computed 1.5000 acres (63,340 square feet) of land.

EXHIBIT AA, Page 2
 1.5000 Acres (out of 21.8816 Acres)
 C.F. Baumlin Survey

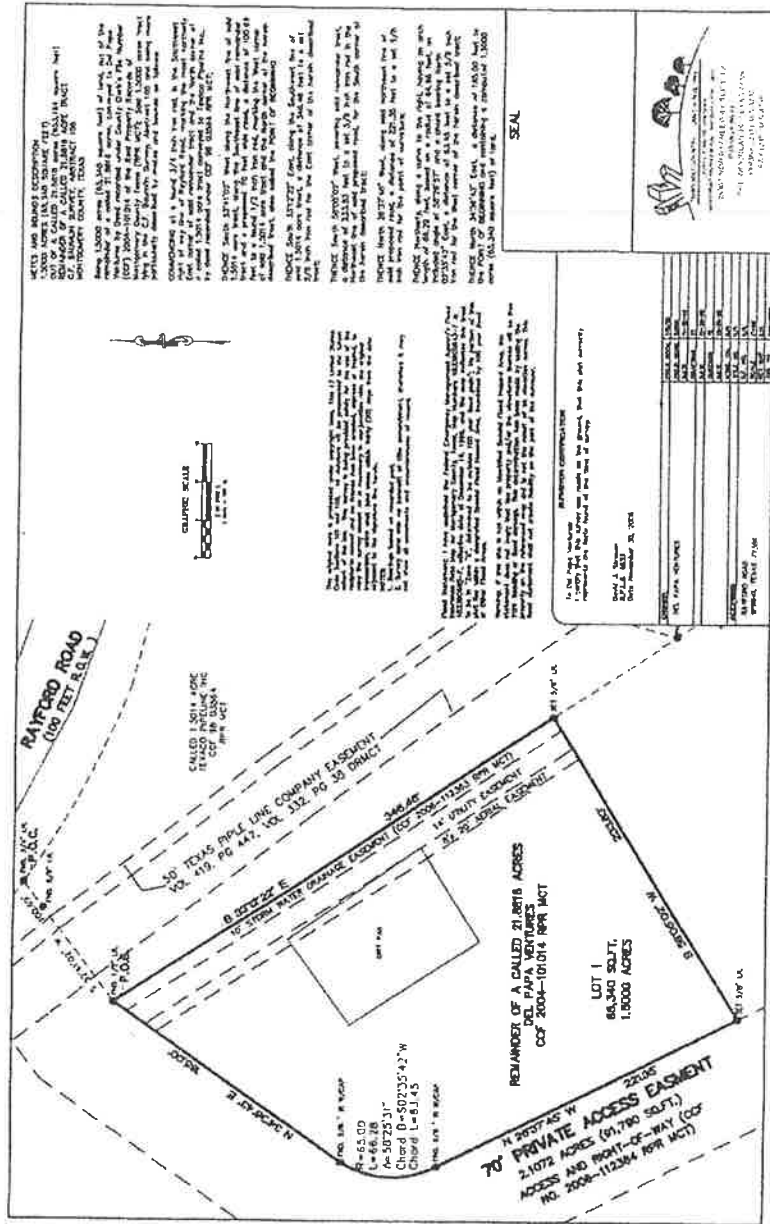


EXHIBIT BB, Page 1
1.5000 Acres (out of Restricted Reserve "A")
John Williams Survey

METES AND BOUNDS DESCRIPTION
1.5000 ACRES (65,341 SQUARE FEET)
OUT OF RESTRICTED RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS

Being 1.5000 acres (65,341 square feet) of land, out of Restricted Reserve "A," Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County Texas (MR MCT); said 1.5000 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by Metes and Bounds as follows:

COMMENCING at a found $\frac{3}{4}$ inch iron rod, in the Southwest right of way line of Rayford Road, marking the most northerly corner of said subdivision and the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline In., by deed recorded under CCF 9803564 RPR MCT;

THENCE South $49^{\circ}17'58''$ West along the Northwest line of said 1.5014 acre tract, along the Southeast line of a 70 foot wide Private Access Easement, as recorded under CCF No. 20006-112364 of the OPRRP MCT, a distance of 100.69 feet to a found $\frac{1}{2}$ inch iron rod, marking the West corner of said 1.5014 acre tract and the Northerly corner of a 1.500 acre tract conveyed to Andrea Webb by deed recorded under CCF No. 2007-025077 of the OPRRP MCT;

THENCE South $36^{\circ}35'26''$ East, along the Southwest line of said 1.5014 acre tract and Northeast line of said 1.500 acre tract, a distance of 346.46 feet to a set $\frac{5}{8}$ inch iron rod for the most Northerly corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South $36^{\circ}35'26''$ East, a distance of 261.64 feet to a set $\frac{5}{8}$ inch iron rod for the most Easterly corner of the herein described tract;

THENCE South $54^{\circ}19'30''$ West, a distance of 264.18 feet to a set $\frac{5}{8}$ inch iron rod for the most Southerly corner of the herein described tract, being the Northeast line of said Private Access Easement;

THENCE North $29^{\circ}59'38''$ West, along said Private Access Easement, a distance of 264.44 feet to a set $\frac{5}{8}$ inch iron rod for the most Southerly corner of said 15.00 acre tract and the most Westerly corner of the herein described tract;

THENCE North $54^{\circ}41'58''$ East, along the Southeasterly line of said 1.500 acre tract, a distance of 233.83 feet to the POINT OF BEGINNING and containing a computed 15.000 acres (64,341 square feet) of land.

EXHIBIT BB, Page 2
1.5000 Acres (out of Restricted Reserve "A")
John Williams Survey

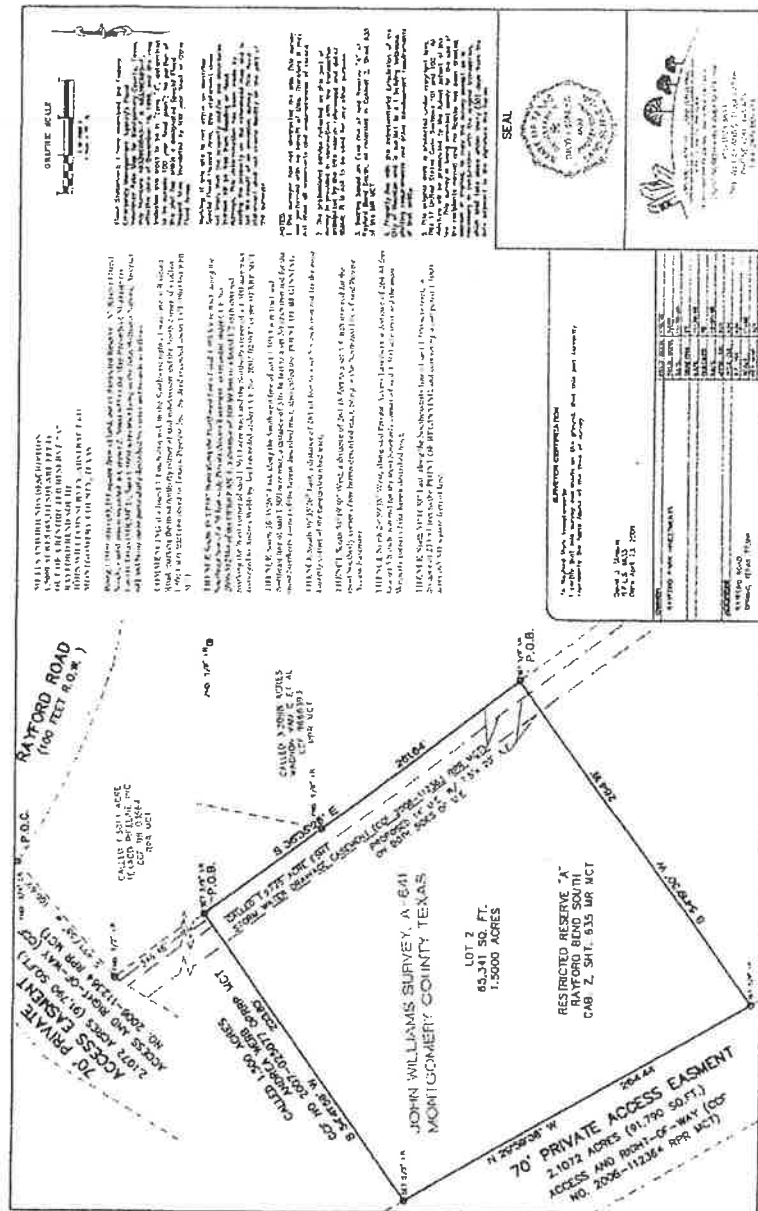


EXHIBIT CC, Page 1
1.5006 Acres (out of Reserve "A")
John Williams Survey

METES AND BOUNDS DESCRIPTION
1.5006 ACRES (65,365 SQUARE FEET)
OUT OF A RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS

Being 1.5006 acres (65,365 square feet) of land, out of Restricted Reserve "A," Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County Texas (MR MCT); said 1.5000 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by Metes and Bounds as follows:

COMMENCING at a found $\frac{3}{4}$ inch iron rod, in the Southwest right of way line of Rayford Road, marking the most northerly of said plat and the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 9803564 RPR MCT;

THENCE South $49^{\circ}17'58''$ West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said remainder tract and a 70 foot wide Private Access Easement, as recorded under CCF No. 2006-112364 of the OPRRP MCT, a distance of 100.69 feet to a found $\frac{1}{2}$ inch iron rod, marking the West corner of said 1.5014 acre tract and the North corner of the herein described tract and the most Northerly corner of a 1.500 acre tract conveyed to Andrea Webb by deed recorded under CCF No. 2007-025077 of the OPRRP MCT;

THENCE South $36^{\circ}35'26''$ East along the Southwest line of said 1.5014 acre tract and Northeast line of said 1.500 acre tract, a distance of 608.10 feet to a set $\frac{5}{8}$ inch iron rod for the most Northerly corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South $36^{\circ}35'26''$ East, a distance of 259.12 feet to a set $\frac{5}{8}$ inch iron rod for the most Easterly corner of the herein described tract;

THENCE South $53^{\circ}58'16''$ West, a distance of 215.31 feet to a set $\frac{5}{8}$ inch iron rod for the most Southerly corner of the herein described tract, being in the Northeast line of said Private Access Easement;

THENCE along said Private Access Easement, a curve to the left, having a radius of 70.00 feet, an included angle of $79^{\circ}31'25''$, a chord bearing North $51^{\circ}38'45''$ West, a distance of 83.79 feet, for an arc length of 89.83 feet to a set $\frac{5}{8}$ inch iron rod for a reverse point of curvature;

THENCE continuing along said Private Access Easement, a curve to the right, having a radius of 100.00 feet, an included angle of $58^{\circ}24'20''$, a chord bearing North $59^{\circ}12'27''$ West, a distance of 97.58 feet, for an arc length of 101.94 feet to a set $\frac{5}{8}$ inch iron rod for a point of tangency;

THENCE North $29^{\circ}59'39''$ West, along said Private Access Easement, a distance of 90.84 feet to a set $\frac{5}{8}$ inch iron rod for the most Westerly corner of the herein described tract;

THENCE North $54^{\circ}19'30''$ East, a distance of 264.18 feet to the POINT OF BEGINNING and containing a computed 1.5006 acres (65,365 square feet) of land.

EXHIBIT CC, Page 2
 1.5006 Acres (out of Reserve "A")
 John Williams Survey

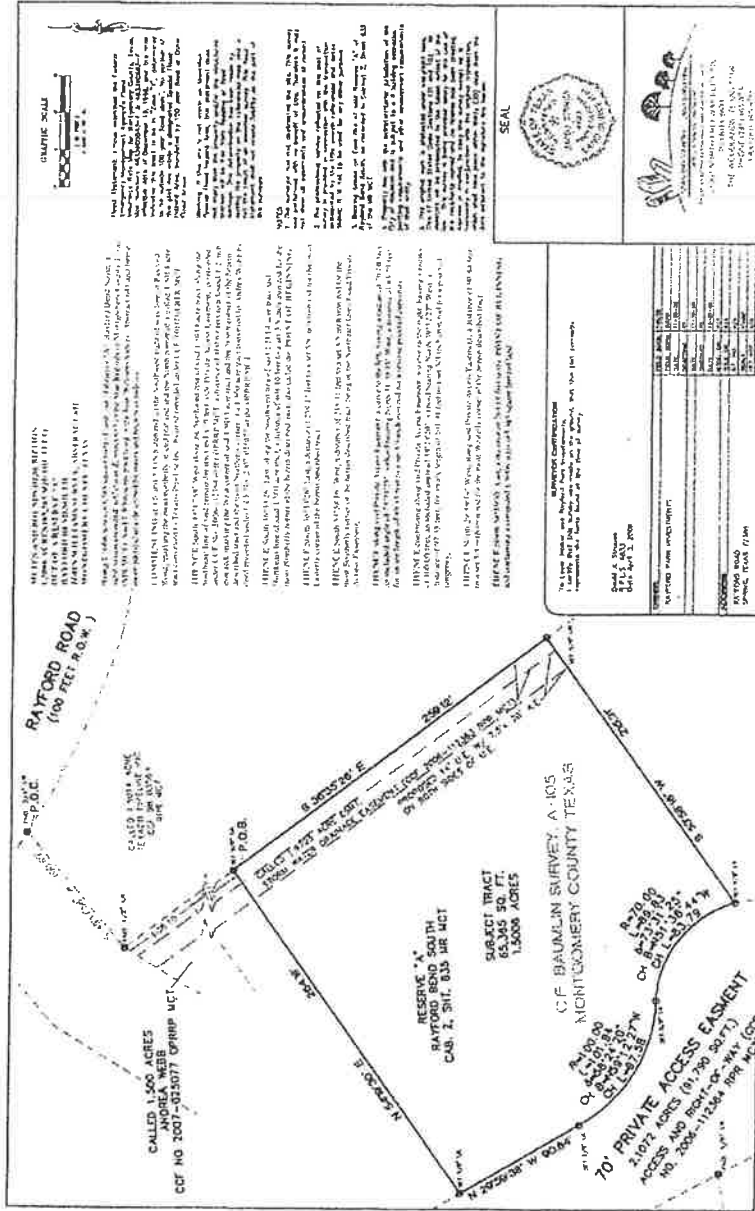


EXHIBIT DD, Page 1
1.5128 Acres (out of Reserve "A")
John Williams Survey

METES AND BOUNDS DESCRIPTION
1.5128 ACRES (65,896 SQUARE FEET)
OUT OF A RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS

Being 1.5128 acres (65,896 square feet) of land, out of Restricted Reserve "A," Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County Texas (MR MCT); said 1.5000 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by Metes and Bounds as follows:

COMMENCING at a found $\frac{3}{4}$ inch iron rod, in the Southwest right of way line of Rayford Road, marking the most northerly of said plat and the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 9803564 RPR MCT;

THENCE South $49^{\circ}17'58''$ West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said remainder tract and a 70 foot wide Private Access Easement, as recorded under CCF No. 2006-112364 of the OPRRP MCT, a distance of 100.69 feet to a found $\frac{1}{2}$ inch iron rod, marking the West corner of said 1.5014 acre tract and the North corner of the herein described tract and the most Northerly corner of a 1.500 acre tract conveyed to Andrea Webb by deed recorded under CCF No. 2007-025077 of the OPRRP MCT;

THENCE South $36^{\circ}35'26''$ East along the Southwest line of said 1.5014 acre tract and Northeast line of said 1.500 acre tract, a distance of 867.22 feet to a set $\frac{5}{8}$ inch iron rod for the most Northerly corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South $36^{\circ}35'26''$ East, a distance of 215.89 feet to a set $\frac{5}{8}$ inch iron rod for the most Easterly corner of the herein described tract;

THENCE South $62^{\circ}46'39''$ West, a distance of 402.73 feet to a set $\frac{5}{8}$ inch iron rod for the most Southerly corner of the herein described tract, being in the Northeast line of a called 6.3698 acre tract conveyed to Benjamin Vaughn by deed recorded in CCF 9222263 RPR MCT;

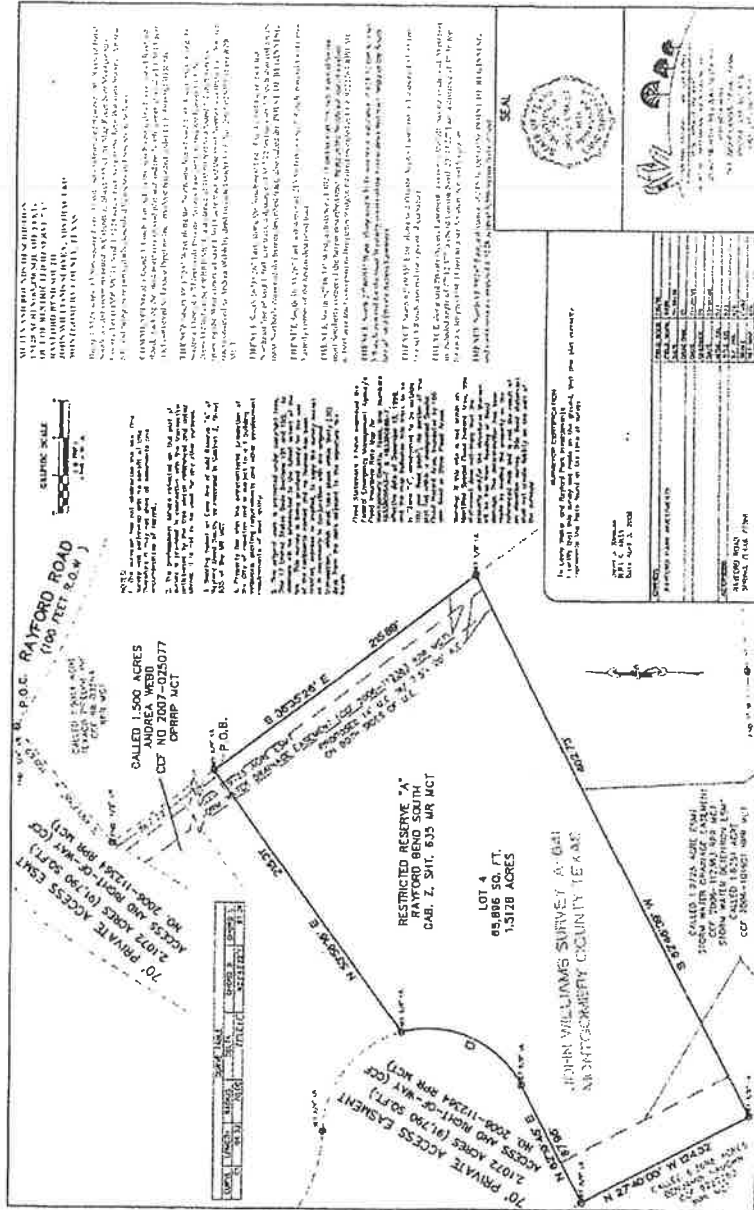
THENCE North $27^{\circ}40'03''$ West, along said 6.3698 acre tract, a distance of 124.32 feet to a set $\frac{5}{8}$ inch iron rod for the most Westerly corner of the herein described tract, being in the Southerly line of said Private Access Easement;

THENCE North $62^{\circ}19'45''$ East, along said Private Access Easement, a distance of 87.95 feet to a set $\frac{5}{8}$ inch iron rod for a point of curvature;

THENCE along said Private Access Easement, a curve to the left, having a radius of 70.00 feet, an included angle of $77^{\circ}12'47''$, a chord bearing North $23^{\circ}43'22''$ East, a distance of 87.36 feet, for an arc length of 94.33 feet to a set $\frac{5}{8}$ inch iron rod for corner;

THENCE North $53^{\circ}58'16''$ East, a distance of 215.31 feet to the POINT OF BEGINNING and containing a computed 1.5128 acres (65,896 square feet) of land.

EXHIBIT DD, Page 2
1.5128 Acres (out of Reserve "A")
John Williams Survey



E-FILED FOR RECORD
06/09/2014 3:40PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in
file number sequence on the date and at the time
stamped herein by me and was duly e-RECORDED in
the Official Public Records of Montgomery County, Texas.

06/09/2014



County Clerk
Montgomery County, Texas

1400549

EASEMENT

Effective Date: ~~May~~ ^{June 6} ____, 2014.

Grantor: HGT Holdings, LLC, a Texas Limited Liability Company

Grantor's Address: 616-B West Main, Tomball, TX 77375 (Harris County).

Grantees: Texas Equity Ventures, LLC (a Texas limited liability company); Texan Properties, Ltd. (a Texas limited partnership); Conroe Lighting & Supply, Inc. (a Texas corporation); and, Andrea G. Webb and Edward R. Webb (individuals), collectively as the Owners of the Benefitted Property (as that phrase is defined herein) and their successors and assigns of all or any part of the Benefitted Property (including tenants with Premises in any of the Benefitted Property).

Grantees' Address: Care of Rayford Park Property Owners Association, Inc., a Texas Not-For-Profit Corporation, 61 Carlton Woods Drive, The Woodlands, Montgomery County, TX 77382 (Montgomery County).

Benefitted Property (the "Dominant Estate"): All of that certain 20.6074 acres (more or less) located within the boundaries of Rayford Bend South, a subdivision (and referred to herein as the "Subdivision") created by a Subdivision Plat approved by the City of Houston and recorded in the John Williams Survey, Abstract 641, Montgomery County, Texas, in Cabinet Z, on Pages 635 and 636, of the Map and Plat Records of Montgomery County, Texas (to which subdivision plat, and the recording thereof, reference is hereby made for all purposes and is herein referred to as the "Plat"), SAVE and EXCEPT for: (a) that certain 2.0867 acre parcel of real property included in, and identified as Lot 5 in the Declaration (as defined in the paragraph captioned as "Conveyance" on Page 2) and further described by survey map and field notes in Exhibit E to the Declaration (referred to herein as "Lot 5"). Lot 5 is also described in the survey plat and field notes attached to this agreement as Exhibit A, to which exhibit is hereby made for all purposes; and (b) real property in the Subdivision which is owned by Rayford Park Property Owners Association, Inc.

Easement Property (the "Servient Estate"): All of (a) that certain 0.0012 acres identified and described as the "Sign Easement" in Exhibit G, on Page 2, of the Declaration, and (b) the Additional Easement Area described in the paragraph captioned as "Additional Easement Area," on page 2, of this agreement. The easement herein granted is located in part within the boundaries of Lot 5 and is part of the property identified as Restricted Commercial Reserve "A" on the Plat, the "Easement Property," and in part on the Additional Easement Area, when reasonably necessary (from time to time hereafter) for ingress by the Grantees (and their contractors, employees and agents) to, and egress from, the Easement Property in order to construct, install, operate, inspect, maintain, repair and replace a sign (referred to herein as the "Sign") which shall be constructed on the Easement Property by Grantees substantially as illustrated in Exhibit B, to which exhibit reference is hereby made. However, the 0.0012 acre area of the Easement Property is hereby expanded (in a southwesterly direction) to approximately 0.0015 acres by the addition of 2.11 feet to the southwest boundary (Line L2 on Exhibit A) and 2.5 feet to the northwest boundary (Line L4 on Exhibit A) of the Easement Property.

Considerations: Grantor acknowledges receipt of the Considerations (as defined in the paragraph captioned as "Considerations" on Page 2) from Grantees, as follows: (a) Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges; and (b) the Grantees' agreement to accept the Easement Property in "As Is Condition" as further provided on Page 3 in the paragraph captioned as "AS IS" Conveyance.

Easement Purposes: To build, construct, install, operate, maintain, inspect, repair, manage, and use the Sign and to provide utility services (including meters and other facilities necessary for providing such services) to the Sign. The purpose of the sign is to identify and provide information about the Grantees (and their tenants) who occupy commercial premises in building improvements located within the Subdivision, SAVE and EXCEPT for Grantor and tenants of Grantor who occupy commercial premises located in building improvements located within Lot 5. **The Sign -- together with all fixtures, appliances, equipment and other facilities, which are part of (or are appurtenant to) the Sign -- is referred to herein as the "Easement Facilities."**

Additional Easement Area: As much of the surface of Grantor's Property that is adjacent to the Easement Property as may be reasonably necessary for Grantees (and their contractors, employees and agents) to use for construction, installation, maintenance, repair, or replacement of Easement Facilities within the Easement Property for the Easement Purposes; provided, however, that use of such Additional Easement Area shall not substantially interfere with or prevent Grantor's then-current use of Grantor's Property.

Conveyance: Grantor -- (a) for the Considerations and (b) subject to the Reservations and Exceptions -- grants, sells, and conveys to the Grantees an exclusive and permanent easement over, upon, along and across the Easement Property -- and a permanent and non-exclusive easement over, upon, along and across the Additional Easement Area -- for the Easement Purposes; to have and to hold said easements to Grantees and the Grantees' heirs, executors, administrators, successors, or assigns forever, subject to the terms hereof and the terms and conditions (including Article V, Section 5.5) of that certain Declaration of Covenants, Conditions, Restrictions, Assessments, and Easements, filed in the Official Public Records of Real Property of Montgomery County, Texas under the Montgomery County Clerk's Instrument File Number 2009 --039326 as amended by that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Assessments and Liens as recorded, of even date with the recording of this easement, in the Official Public Records of Real Property of Montgomery County, Texas (as amended, the "Declaration"), to which Declaration, and the recording thereof reference is hereby made for all purposes.

Warranty: With exception for the Reservations and Exceptions, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the property interests herein conveyed to Grantees and Grantees' heirs, executors, administrators, 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.

Reservations: This instrument conveys to Grantees an easement in the surface estate of the Easement Property. Grantor hereby reserves to Grantor, and Grantor's heirs, legal representatives, administrators, executors, successors and assigns, all mineral interests, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned

by Grantor and that may be produced and saved from the Easement Property or acreage pooled or unitized with the Easement Property, and the full and exclusive executive rights to execute oil, gas and mineral leases, and other conveyances and agreements, in connection therewith.

- a. Grantor reserves the right to place, construct, operate, repair, replace and maintain utility lines and associated facilities (including without limitation, water, wastewater, stormwater and drainage, gas, electric, telephone, and cable television lines and systems) under the Easement Property, and to grant public and/or private easements for such purposes, provided, however, that: (a) such use of the Easement Property shall not unreasonably interfere with or prevent the use of the Easement Property by Grantees for the Easement Purposes; and (b) no permanent structures or improvements shall be installed, placed or constructed on the surface of, or above, the Easement Property, nor shall any changes or modifications of the Easement Facilities be made.

Exceptions: This conveyance is made by Grantor, and is accepted by Grantees, subject to any and all existing easements, covenants, liens, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent they are still in force and effect and are: (a) either shown of record in the office of the County Clerk of Montgomery County, Texas; or (b) are apparent on either or both of the Easement Property and Grantor's Property as of the date and time this agreement is filed with the Office of the County Clerk of Montgomery County, Texas for recording in the Official Records of Real Property of Montgomery County, Texas.

"AS IS" CONVEYANCE: BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATIONS, GRANTEEES FURTHER AND EXPRESSLY ACKNOWLEDGE AND AGREE THAT (I) ANY INFORMATION PROVIDED TO GRANTEEES PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (II) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (III) GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY OR INFORMATION FURNISHED TO GRANTEEES, OR MADE, BY ANY PERSON OR ENTITY WITH RESPECT TO THE EASEMENT PROPERTY OR THE EASEMENT INTERESTS HEREBY CONVEYED. GRANTEEES ARE RELYING SOLELY UPON GRANTEEES' OWN INVESTIGATION ASSESSMENT OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEEES FURTHER AGREE THAT GRANTEEES HAVE PURCHASED, AND ACCEPTED, THE EASEMENT INTERESTS IN THE EASEMENT PROPERTY IN ITS CURRENT, "AS IS" AND WITH "ALL FAULTS" CONDITION. GRANTEEES HEREBY ASSUME THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT AND THOSE CONDITIONS WHICH WOULD HAVE BEEN REVEALED BY AN INSPECTION, OR A LAND TITLE SURVEY, OF THE EASEMENT PROPERTY AS OF THE DATE AND TIME WHEN THIS AGREEMENT IS FILED WITH THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. GRANTOR HAS NOT MADE -- AND GRANTOR: (a) HEREBY EXPRESSLY DISCLAIMS; AND (b) HEREBY CONVEYS THE EASEMENT PROPERTY WITHOUT -- ANY REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WHATSOEVER AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY OR FITNESS OF THE EASEMENT PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITIONS OR COMPLIANCE OF THE

EASEMENT PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION BY THE GRANTEES, AGAINST THE GRANTOR, BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEES.

Exclusive: Except for the Additional Easement Area, the easement rights of use granted herein are exclusive to Grantees and their heirs, representative successors, assignees and tenants with premises on the Benefitted Property. The easements herein granted are appurtenant to, and run with the title to all, or any portion, of the Benefitted Property, whether or not the easements are referenced or described in every conveyance, lease or other document pertaining to all, or any portion, of the Benefitted Property.

Duration: The duration of the easements are perpetual and irrevocable subject to the termination provisions hereof.

Improvements: All Easement Facilities or other improvements constructed within the Easement Property by Grantees shall remain as property of the Grantees. Upon termination of the easement for any reason, Grantees shall remove the Easement Facilities and shall return the Easement Property and any portion of the Additional Easement Area thereby affected to its original condition, to the extent reasonably practicable.

- a. As between Grantor and Grantees, Grantees shall be solely responsible for: (a) the design and construction of the Sign and all other Easement Facilities; (b) the use, operation, maintenance, repair and replacement of the Sign; and (c) any damages resulting from the activities of Grantees hereunder in their use of (i) the Easement Property, (ii) the Additional Easement Area, and (iii) any other portion of Grantor's Property. Grantees shall indemnify Grantor, in accordance with law, against any loss and damage which shall be caused by the Grantees' exercise of their rights granted under this agreement or by any wrongful or negligent act or omission of Grantees' employees, agents or contractors in the course of their employment by, or other undertakings on behalf of, Grantees. Nothing contained herein shall ever be construed to place upon Grantor any manner of liability for injury to or death of persons, or for damage to or loss of property, arising from, or in any manner connected with, the acts, conduct or negligence of Grantees, or their contractors, in the design, construction, or maintenance of the Easement Facilities.
- b. Grantor shall not be obligated, pursuant to the Declaration (or otherwise) for any part of the cost of building, operating, maintaining, replacing and upgrading the sign or any of the other Easement Facilities or the Easement Property.

Construction: Grantees agree that any contract executed by Grantees, after the date of this agreement -- for the construction of Easement Facilities -- shall contain a provision pursuant to which Grantees' contractor shall defend, indemnify, and hold Grantor harmless from and against any and all liability, cost, expense, cause of action or other claim whatsoever for injury to or death of persons, or for damages to or loss of property, arising from or in any manner connected with construction of the Easement Facilities.

Insurance: Grantees agree to require each original contractor who constructs all, or any part, of the Easement Facilities to name Grantor as an additional insured on all liability or other insurance policies to be provided to Grantees by their contractors for the construction of Easement Facilities on the Easement Property.

Completion: Grantees shall construct (or cause) the Easement Facilities to be constructed on the Easement Property, at the Grantees' sole cost and expense and in accordance with the applicable ordinances, rules, regulations and requirements (if any) of the City of Houston, Montgomery County, and all federal and Texas state laws and regulations. Within ninety (90) days after receipt of all necessary governmental approvals for construction of the Easement Facilities, Grantees shall commence construction of the Easement Facilities, and shall diligently and continuously thereafter prosecute construction of the Easement Facilities to completion and as promptly as is reasonably practicable thereafter, but in no event later than one (1) year after the date of the commencement of construction of the Easement Facilities. However, the one (1) year construction period shall be extended, on a day-for-day basis, for delays resulting (in whole or in part) from strikes, riots, adverse weather, acts of God, shortages of labor or materials, national emergencies, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated herein which are beyond Grantees' reasonable control.

Maintenance: Grantees shall operate, maintain, repair, replace and upgrade the Easement Facilities and Easement Property from time to time as needed to serve the Easement Purposes. All of such operations, maintenance, repair, replacement and upgrades of the Easement Facilities and Easement Property shall be at Grantees' sole cost and expense until such time (if any) in the future when the Easement is released by written instrument signed and acknowledged by all of the then owner(s) of the Benefitted Property and by all mortgagees then holding any loan secured (in whole or part) by any part of the Benefitted Property. Grantees shall maintain the Easement Facilities in a neat and clean condition and to the same (or better) standards as the condition of Grantor's improvements on Lot 5.

- a. Grantees shall have the right to use the Additional Easement Area, as may be reasonably necessary from time to time, during work to construct, maintain, replace, repair, or upgrade the Easement Facilities within, and to remove any of the Easement Facilities from, the Easement Property according to the terms provided for herein.
- b. Upon completion of any construction, maintenance, repairs or other work (at any time) within the Easement Property, Grantees shall promptly repair any material damage to the Easement Property, the Additional Easement Area, and any portion of Grantor's Property caused by such work so as to restore Grantor's Property to substantially the same condition it was in prior to commencement of such construction, maintenance, repairs, or other work.

Abandonment: Notwithstanding the perpetual character of this Easement, if the Sign is abandoned, or shall cease to be used, for a period of two consecutive years, this easement shall automatically cease and revert to, and re-vest in, Grantor or Grantor's successors, assigns,

or other future owners of Grantor's Property, as fully and completely as if this document had not been executed. Thereafter, the Easement Property and Additional Easement Area shall be released of any easement, rights and privileges hereby granted.

Enforcement: If there is any breach or threatened breach of this Easement by any party, or their successors and assigns, and the default or threat continues after the claiming party gives the defaulting party written notice of the claim of default and a reasonable opportunity to cure the default (if the default is capable of being cured), then the claiming party may enforce the terms of this Easement by restraining order and by temporary and permanent injunction, prohibiting such breach and commanding the offending party to comply with all of the terms of this easement agreement. Restraining orders and injunctions will be obtainable upon proof of the existence of any breach or threatened breach, and without the necessity for proof of inadequacy of legal remedies or irreparable harm and shall be obtainable only by the parties hereto or those benefitted hereby. However, the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The obligations of Grantees under the Terms of this agreement are covenants running with the title to the Benefitted Property, and shall inure to the benefit of, and be enforceable by, Grantor and Grantor's successors and assigns who are (from time to time) the owners of all or any part of Grantor's Property.

- a. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this agreement or the subject matter hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.
- b. No waiver or consent, express or implied, by any party to this easement agreement of any breach by any other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party, or to declare any party in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

General Provisions: This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns. No rights or privileges are granted hereby except as expressly set forth herein.

- a. This agreement contains the complete agreement of the parties and cannot be varied except by written agreement signed by the party or parties to be bound thereby. The parties agree there are no oral agreements, representations, or warranties which are not expressly set forth in this agreement.
- b. To facilitate execution and delivery, this Agreement may be executed in as many counterparts as there are parties hereto, and it is not necessary that the signature of, or on behalf of, each party, or the signatures of all persons required to bind any party, appear on all counterparts of this Agreement. It shall be sufficient that the

signature of, or on behalf of, each party, or that the signature of the persons required to bind any party, appear on one or more of the executed counterparts of this Agreement. All counterparts shall collectively constitute a single agreement, and it shall not be necessary, in making proof of this Agreement, to account for more than the counterparts containing the respective signatures of, or on behalf of, all parties to this Agreement. Any signature page of any signed counterpart of this Agreement may be detached from said counterpart of this Agreement, without impairing the legal effect of any signature, acknowledgment or oath thereon, and may be attached to another counterpart of this Agreement, identical in form hereto, but having attached to it one or more additional signature pages for the parties hereto. **Images of the handwritten signatures of any party on this Agreement evidenced and transmitted by electronic means (including email, telephone facsimile, or similar transmission) shall be deemed effective for all purposes.**

Applicable Laws and Venue: This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties hereby agree that any action or proceeding arising out of, under, or related to this Agreement, or any of the Transaction Documents, shall be brought and maintained exclusively in any federal or state court with subject matter jurisdiction sitting in the State of Texas. The parties further agree and irrevocably submit themselves to the jurisdiction of the state courts in Texas and the federal courts sitting in Texas and hereby waive any challenges and/or questions as to personal jurisdiction in any such courts. The parties agree that service of process may be made upon any them in an action or proceeding arising out of, under, or related to this Agreement, or any of the Transaction Documents, by any means allowed by Texas or Federal law. The parties further agree that any action or proceeding arising out of, under, or related to the Agreement, or any of the Transaction Documents, may be brought—and each party agrees to use reasonable efforts to cause any such action or proceeding to be brought—in a Texas court sitting in Montgomery County, Texas, or the United States District Court for the Southern District of Texas, Houston Division. The parties hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection to the venue of such courts over any action or proceeding brought therein or that any such action or proceeding has been brought in an inconvenient venue and/or forum. Finally, the parties expressly consent to the transfer of any action or proceeding brought arising out of, under, or related to this Agreement, or any of the Transaction Documents, to a Texas court sitting in Montgomery County, Texas or the United States District Court for the Southern District of Texas, Houston Division if such action or proceeding was initially brought elsewhere and such transfer is permitted by applicable law.

Rules of Construction: If any provision in this agreement is for any reason unenforceable under applicable Texas law, the unenforceable provision (or provisions) will not affect any other provisions hereof, and this agreement will be construed as if the unenforceable provision (or provisions) had never been a part of this agreement. Whenever the context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Titles and captions used in this agreement are for reference only and are not intended to restrict or define the text of any provision of this agreement. This agreement will not be construed more or less favorably as between the parties by reason of authorship or origins of language.

Notices: Any notice required or permitted by this agreement must be in writing. Any notice required or permitted by this agreement will be “deemed delivered” (whether actually received or not) when deposited with the United States Postal Service -- with postage prepaid as certified mail, with return receipt requested – and addressed to the intended recipient at the address shown on Page 1 of this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received by the party to be served such notice. Any address for notice may be changed by written notice delivered as provided herein.

This easement agreement may be amended, modified or terminated, in whole or in part, only by the written agreement of the owners of all parts of the Easement Property, the owner of Grantor’s Property, and the owners of all parts of the Benefitted Property.

[SIGNATURES, ACKNOWLEDGMENTS, & EXHIBITS FOLLOW]

Executed as of the Effective Date, together with Exhibits A and B, each of which Exhibits are attached hereto and made a part hereof, for all purposes, by this reference.

TEXAS EQUITY VENTURES, LLC
A Texas Limited Liability Company

By: [Signature]

Name: John M. Sawyer

Title: Managing Member

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on June 4, 2014 by John M. Sawyer, Managing Member of Texas Equity Ventures, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Seal]



[Signature]
Notary Public in and for the State of Texas

Executed as of the Effective Date, together with Exhibits A and B, each of which Exhibits are attached hereto and made a part hereof, for all purposes, by this reference.

TEXAN PROPERTIES, LTD.
A Texas Limited Partnership

By: _____

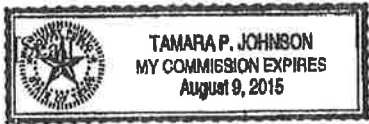
Name: Gregg Perkin

Title: owner

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on May 29, 2014 by _____ of Texan Properties, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Tamara P. Johnson
Notary Public in and for the State of Texas

Executed as of the Effective Date, together with Exhibits A and B, each of which Exhibits are attached hereto and made a part hereof, for all purposes, by this reference.

CONROE LIGHTING & SUPPLY, INC.
A Texas Corporation

DocuSigned by:
By: Sara M. Orvitt
643E64DBFADMAE...

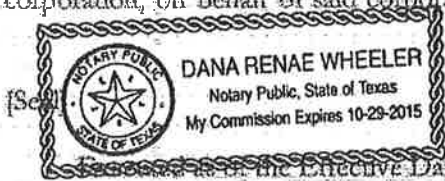
Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on June 5, 2014 by Sarah M. Orvitt, President of Conroe Lighting & Supply, Inc., a Texas corporation, on behalf of said corporation.



Dana Renae Wheeler
Notary Public in and for the State of Texas

Executed as of the Effective Date, together with Exhibits A and B, each of which Exhibits are attached hereto and made a part hereof, for all purposes, by this reference.

Executed as of the Effective Date, together with Exhibits A and B, each of which Exhibits are attached hereto and made a part hereof, for all purposes, by this reference.

ANDREA WEBB
An Individual Residing in Texas

Andrea Webb

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on May 29, 2014 by Andrea Webb, an individual residing in Texas.

[Seal]



Michelle Lapaglia
Notary Public in and for the State of Texas