

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 2010

GRANTOR: WILLIAM F. PERKINS, LIQUIDATING TRUSTEE OF THE ESTATE OF TWENTIETH CENTURY LAND CORPORATION IN CHAPTER 11 BANKRUPTCY CASE No. 08-83029-JAC-11, UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF ALABAMA, NORTHERN DIVISION

GRANTOR'S MAILING ADDRESS:

_____ COUNTY

GRANTEE: _____

GRANTEE'S MAILING ADDRESS:

_____ COUNTY

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

8.3527 ACRES OF LAND IN THE D HACKER SURVEY, ABSTRACT NO. 1314, HARRIS COUNTY, TEXAS AND ALSO BEING ALL OF RESTRICTED RESERVE "B" LANDMARK CENTER NORTH, A SUBDIVISION PER MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 32 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

PERSONAL PROPERTY: THE PROPERTY CONSTITUTING PERSONAL PROPERTY LOCATED IN OR ON AND USED IN THE ENJOYMENT OF THE PROPERTY.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY: TO THE EXTENT THEY VALIDLY EXIST:

1. RESTRICTIONS SET FORTH ON PLAT RECORDED IN VOLUME 340, PAGE 32 OF THE MAP RECORDS AND RESTRICTIONS CONTAINED IN INSTRUMENTS RECORDED IN VOLUME 3083, PAGE 124, AND VOLUME 3248, PAGE 29, BOTH OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

2. BUILDING SET-BACK LINE 25 FEET IN WIDTH ALONG THE MOST EASTERLY PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SAID SUBDIVISION;

3. BUILDING SET-BACK LINE 10 FEET IN WIDTH ALONG THE SOUTH PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SAID SUBDIVISION;

4. DRAINAGE EASEMENT 15 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINES OF ALL NATURAL DRAINAGE COURSES AS SHOWN BY THE RECORDED PLAT OF SAID SUBDIVISION;

5. A 1/8TH NON-PARTICIPATING ROYALTY INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS SET FORTH BY INSTRUMENT(S) RECORDED IN VOLUME 3083, PAGE 124 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

6. A 1/4TH NON-PARTICIPATING ROYALTY INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS SET FORTH BY INSTRUMENT(S) FILED FOR RECORD UNDER HARRIS COUNTY CLERK=S FILE No(S). K737068;

7. MINUTE ORDER NO. 60810 DATED APRIL 29, 1958, PERTAINING TO ACCESS TO THE SUBJECT PROPERTY FROM THE FRONTAGE ROADS OF INTERSTATE HIGHWAY 45, A CERTIFIED COPY OF SAID ORDER BEING RECORDED IN VOLUME 7185, PAGE 456, (C706540) DEED RECORDS OF HARRIS COUNTY, TEXAS;

8. RIGHT-OF-WAY AND GAS PIPELINE EASEMENT EXECUTED BY SOUTHERN LAND DEVELOPMENT CO. TO UNITED GAS CORPORATION, DATED SEPTEMBER 9, 1958, RECORDED UNDER HARRIS COUNTY CLERK=S FILE No. 37275A, VOLUME 3562, PAGE 139 OF THE DEED RECORDS OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS.

9. VALIDLY EXISTING EASEMENTS, RIGHTS-OF-WAY, AND PRESCRIPTIVE RIGHTS, WHETHER OF RECORD OR NOT; ALL PRESENTLY RECORDED AND VALIDLY EXISTING INSTRUMENTS, OTHER THAN CONVEYANCES OF THE SURFACE FEE ESTATE, THAT AFFECT THE PROPERTY; AND TAXES FOR 2010, WHICH GRANTEE ASSUMES AND AGREES TO PAY 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 CONVEYANCE AND THE EXCEPTIONS TO CONVEYANCE AND WARRANTY, GRANTS, SELLS, AND CONVEYS TO GRANTEE THE PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPURTENANCES THERETO IN ANY WAY BELONGING, TO HAVE AND TO HOLD IT TO GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS, AND ASSIGNS FOREVER. GRANTOR BINDS GRANTOR AND GRANTOR'S HEIRS AND SUCCESSORS TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR THE PROPERTY TO GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS, AND ASSIGNS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF WHEN THE CLAIM IS BY, THROUGH, OR UNDER GRANTOR BUT NOT OTHERWISE, EXCEPT AS TO THE RESERVATIONS FROM CONVEYANCE AND THE EXCEPTIONS TO CONVEYANCE AND WARRANTY.

FOR THE SAME CONSIDERATION, GRANTOR SELLS, TRANSFERS, AND DELIVERS THE PERSONAL PROPERTY TO GRANTEE AND WARRANTS AND AGREES TO DEFEND TITLE TO THE PERSONAL PROPERTY TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS AGAINST ALL LAWFUL CLAIMS. TITLE IN THE PERSONAL PROPERTY PASSES AT THE TIME THIS DEED IS DELIVERED.

GRANTOR, FOR THE SAME CONSIDERATION AND SUBJECT TO THE RESERVATIONS FROM CONVEYANCE AND THE EXCEPTIONS TO CONVEYANCE AND WARRANTY, GRANTS, SELLS, AND CONVEYS TO GRANTEE, WITHOUT EXPRESS OR IMPLIED WARRANTY, THE STRIPS OR GOES, IF ANY, BETWEEN THE PROPERTY AND ABUTTING PROPERTIES AND LAND LYING IN OR UNDER ANY PUBLIC THOROUGHFARE, OPENED OR PROPOSED, ABUTTING OR ADJACENT TO THE PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPURTENANCES THERETO IN ANY WAY BELONGING, TO HAVE AND TO HOLD IT TO GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS, AND ASSIGNS FOREVER. ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AS WELL AS THE WARRANTIES IN SECTION 5.023 OF THE TEXAS PROPERTY CODE (OR ITS SUCCESSOR) ARE EXCLUDED AS TO THE PROPERTY CONVEYED BY THIS PARAGRAPH.

GRANTEE ACKNOWLEDGES THAT THIS CONVEYANCE IS AN ARM'S LENGTH TRANSACTION BETWEEN THE PARTIES, AND THE PURCHASE PRICE AT AUCTION WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS, WITH ALL FAULTS" TRANSACTION WITH AN EXPRESS NEGLIGENCE AND INDEMNITY PROVISION. GRANTEE, ACKNOWLEDGES THAT (I) GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY OR ENVIRONMENTAL CONDITION THEREOF, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY LOCAL, STATE OR FEDERAL ENVIRONMENTAL COMPLIANCE, PROTECTION, POLLUTION OR LAND

USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS; (II) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IS "AS IS" AND "WHERE IS" WITH ALL FAULTS; AND (III) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH GRANTEE. GRANTEE REPRESENTS THAT (I) GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR, ITS REPRESENTATIVES, AUCTIONEER OR BROKER, (II) GRANTEE HAS MADE (OR DOES HEREBY WAIVE) INSPECTION OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, OTHER TOXIC OR POTENTIALLY TOXIC SUBSTANCES AND ANY OTHER HAZARDOUS MATERIALS; AND (III) GRANTEE HAS MADE (OR DOES HEREBY WAIVE) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. GRANTEE AGREES THAT GRANTEE'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER OF ANY LIABILITY TO GRANTEE AS A RESULT OF ANY ENVIRONMENTAL HAZARD OR HAZARDOUS MATERIAL ON OR TO THE PROPERTY AND GRANTEE SHALL ACCEPT ALL LIABILITY THEREFORE AS BETWEEN GRANTEE AND GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER, AND SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF SUCH DISCOVERY.

AS PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE FURTHER AGREES THAT, AS BETWEEN GRANTOR AND GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, OR ANY OTHER STATE OF FACTS THAT EXIST WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE THIS CONVEYANCE, IS THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING.

GRANTEE ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER WITH REGARD TO ANY CONDITION OF THE PROPERTY. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR SUCH CONDITIONS OF THE PROPERTY OR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR, ITS REPRESENTATIVES, AUCTIONEER AND BROKER FROM ANY LIABILITY FOR SUCH CONDITIONS OF THE PROPERTY OR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

WHEN THE CONTEXT REQUIRES, SINGULAR NOUNS AND PRONOUNS INCLUDE THE PLURAL.

GRANTOR:

WILLIAM F. PERKINS, LIQUIDATING
TRUSTEE OF THE ESTATE OF TWENTIETH
CENTURY LAND CORPORATION IN
CHAPTER 11 BANKRUPTCY CASE No. 08-
83029-JAC-11, UNITED STATES
BANKRUPTCY COURT, NORTHERN
DISTRICT OF ALABAMA, NORTHERN
DIVISION

**ACCEPTED SUBJECT TO THE TERMS
AND CONDITIONS RECITED HEREIN:**

GRANTEE:

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS |
 |
COUNTY OF _____ |

BEFORE ME, _____, ON THIS DAY PERSONALLY APPEARED WILLIAM F. PERKINS, PROVED TO ME THROUGH _____ TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT WILLIAM F. PERKINS EXECUTED THE SAME AS THE LIQUIDATING TRUSTEE OF THE ESTATE OF TWENTIETH CENTURY LAND CORPORATION IN CHAPTER 11 BANKRUPTCY CASE No. 08-83029-JAC-11, UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF ALABAMA, NORTHERN DIVISION, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS |
 |
COUNTY OF _____|

BEFORE ME, _____, ON THIS DAY
PERSONALLY APPEARED _____, PROVED
TO ME THROUGH _____ TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME AS THE ACT OF
_____, A
_____, AS ITS _____, FOR THE PURPOSES AND
CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____
DAY OF _____, 2010.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

PREPARED IN THE OFFICE OF:

AFTER RECORDING RETURN TO: