WINSTEAD

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Austin, Texas 78701

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512.370.2850 FAX
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Al Axe
direct dial: 512.370.2806
aaxe@winstead.com

December 7, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Big Star Barge & Boat Company, Inc.
c/o Mr. Jay Roberts
2435 Broadway Street
Pearland, Texas 77581

Re: San Jacinto River Waste Pits Site (the "Site")

Dear Mr. Roberts:

We represent McGinnes Industrial Maintenance Corporation ("MIMC") with respect to the above-referenced Site, which is located at the intersection of Interstate Highway 10 and the San Jacinto River, east of the City of Houston. This letter is to inform you that the Site has been identified by the U.S. Environmental Protection Agency ("EPA") as a Superfund site that must undergo an environmental cleanup under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, *et. seq.* Enclosed for your convenience is a summary published by the EPA regarding the Site.

The EPA has identified MIMC and International Paper Company ("IPC") as potentially responsible parties ("PRPs") for the cleanup of the Site and has issued a Unilateral Administrative Order ("UAO") to MIMC and IPC to conduct a Remedial Investigation/Feasibility Study ("RI/FS") for the Site, a copy of which will be provided upon request. The UAO requires that MIMC and IPC, among other things, use their best efforts to obtain access agreements from the present owners of property that will have to be accessed to conduct the RI/FS by December 20, 2009.

The EPA has also sent to MIMC and IPC a proposed Administrative Order on Consent ("AOC") to conduct a short term removal action to stabilize the Site. The AOC also contains a requirement that MIMC and IPC use their best efforts to obtain a signed access agreement from the current owners of the Site.

According to the Harris County Clerk Land Records, Big Star Barge & Boat Company, Inc. ("Big Star") is the current owner of record of property adjacent to and/or partially comprising the Site. Deeds evidencing Big Star's ownership of this property ("Big Star Property") are

attached for your convenience. In pursuit of the access required by the UAO and AOC, we would like an opportunity to visit with you to discuss access to the Big Star Property. We have also included for your review and signature an Access Agreement to memorialize your consent to access to the Big Star Property by MIMC, IPC, and EPA for the purposes stated herein.

In light of the deadline imposed by the EPA's UAO, we request that you contact me at 512-370-2806 or email me at aaxe@winstead.com no later than seven (7) days after receipt of this letter to coordinate a time for us to meet and to ask any questions that you may have regarding this matter. If you wish to also contact someone with the EPA, you may contact either Ms. Barbara Nann at 214-665-2157 or nann.barbara@epa.gov or Mr. Stephen Tzhone at 214-665-8409 or tzhone.stephen@epa.gov.

Thank you for your time. Please feel free to call me if you have any questions regarding this matter.

Very truly yours,

Albert R. Axe, Jr.

AA:jtf
Enclosures

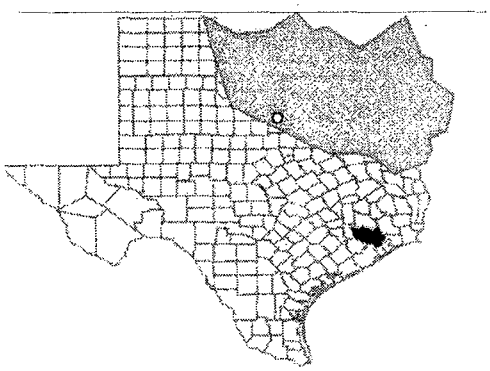
cc: Mr. Francis E. Chin
MIMC
1001 Fannin Street, Suite 4000
Houston, Texas 77002

Mr. John F. Cermak, Jr.
Baker Hostetler
12100 Wilshire Boulevard
15th Floor
Los Angeles, CA 90025-7120

Ms. Barbara Nann
U.S. EPA, Region 6
Office of Regional Counsel
Superfund Branch (6RC-S)
1445 Ross Avenue
Dallas, TX 75202-2733

Mr. Stephen Tzhone
U.S. EPA, Region 6
1445 Ross Avenue
Suite 1200
Mail Code: 6SF-RA
Dallas, TX 75202-2733

SAN JACINTO RIVER WASTE PITS
Harris County, Texas



EPA Region 6
EPA ID# TXN000606611
Site ID: 0606611

Contact: Stephen Tzhone, (214) 665-8409
State Congressional District: 2 and 29
Updated: November 2009

Current Status

The EPA issued Special Notice Letters to International Paper Company (IPC) and McGinnes Industrial Maintenance Corporation (MIMC) on July 17, 2009, inviting them to formally negotiate an Administrative Order on Consent (AOC) to conduct a Remedial Investigation and Feasibility Study (RI/FS). Both IPC and MIMC responded to EPA's SNL on September 20, 2009. The EPA is reviewing and evaluating the offer from these Potentially Responsible Parties (PRPs).

In addition, due to the unique location of the site, the EPA, USACE, and TCEQ are working together to come up with watershed management solutions where dredging and/or construction activities may impact the RI/FS, as well as, future site cleanup. As of November 1, 2009, a permits evaluation process is in place for an area of concern around the Site. The public announcement of this process can be found on the following websites:

EPA: www.epa.gov/region6/6sf/texas/san_jacinto/tx_san_jacinto_public_announcement_20091021.pdf
USACE: www.swg.usace.army.mil/pao/Docs/SanJacinto.pdf
TCEQ: www.tceq.state.tx.us/remediation/superfund/epa/sanjacpits

Benefits

The site has been finalized on the National Priorities List.

National Priorities Listing (NPL) History

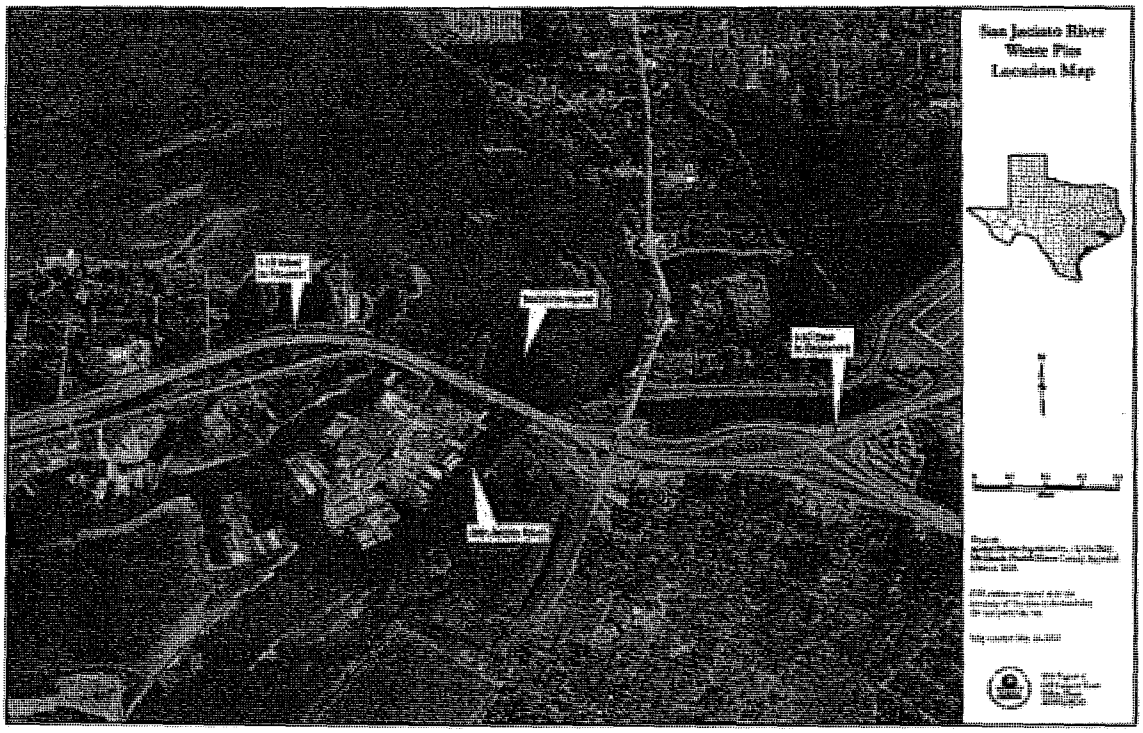
Proposal Date:	9/17/2007 (72 FR 53509)
Final Listing Date:	3/19/2008 (73 FR 14719)

Site Description

Location: The Site is in Harris County in the State of Texas. The Site itself has no specific street address. The Site is comprised of an area of land and an area of the San Jacinto River bottom, i.e., river sediment that is contaminated with certain hazardous materials from released waste paper mill sludge. The Site is located in an area where the Interstate Highway 10 Bridge crosses over the San Jacinto River. The Site is located east of the City of Houston between two unincorporated areas known as Channelview and Highlands.

The Site includes an abandoned 20-acre tract of land (Tract). Harris County Clerk Land Records document that Virgil C. McGinnes Trustee, is this Tract's current owner of record. This Tract is bounded on the south by Interstate Highway 10, on the east by the San Jacinto River main channel, and on the north and west by shallow water off the River's main channel. Virgil C. McGinnes is deceased.

Site Map



Wastes And Volumes

The primary hazardous substances documented at the Site are polychlorinated dibenzo-p-dioxins and polychlorinated dibenzofurans. Dioxin concentrations as high as 41,300 parts per trillion have been found in soil and sediment samples collected from the Tract's disposal pit areas and from river sediments near the Tract. Sediments contaminated with high levels of dioxin have been found in the San Jacinto River both up-river and down-river from the Tract. The complete nature and extent of the contamination will be delineated during the Remedial Investigation.

Health Considerations

The primary hazardous substances that have been documented at the San Jacinto River Waste Pits site are polychlorinated dibenzo-p-dioxins and polychlorinated dibenzofurans. Samples collected in the disposal pits and in the San Jacinto River have dioxin concentrations as high as 41,300 parts per trillion. Fish tissue samples have been collected by the Texas Department of Fish and Wildlife, and dioxin has been found in both fish and crab tissue samples above a health based benchmark.

Sediment, water, and tissue samples collected in the vicinity of the impoundments show elevated levels of dioxins. A consumption advisory based on dioxin is in place on this segment of the watershed. The current advisory recommends that adults eat no more than one meal per month caught from the advisory area, and suggests that women of childbearing age and children not consume any blue crabs or fish from the advisory area.

Record of Decision

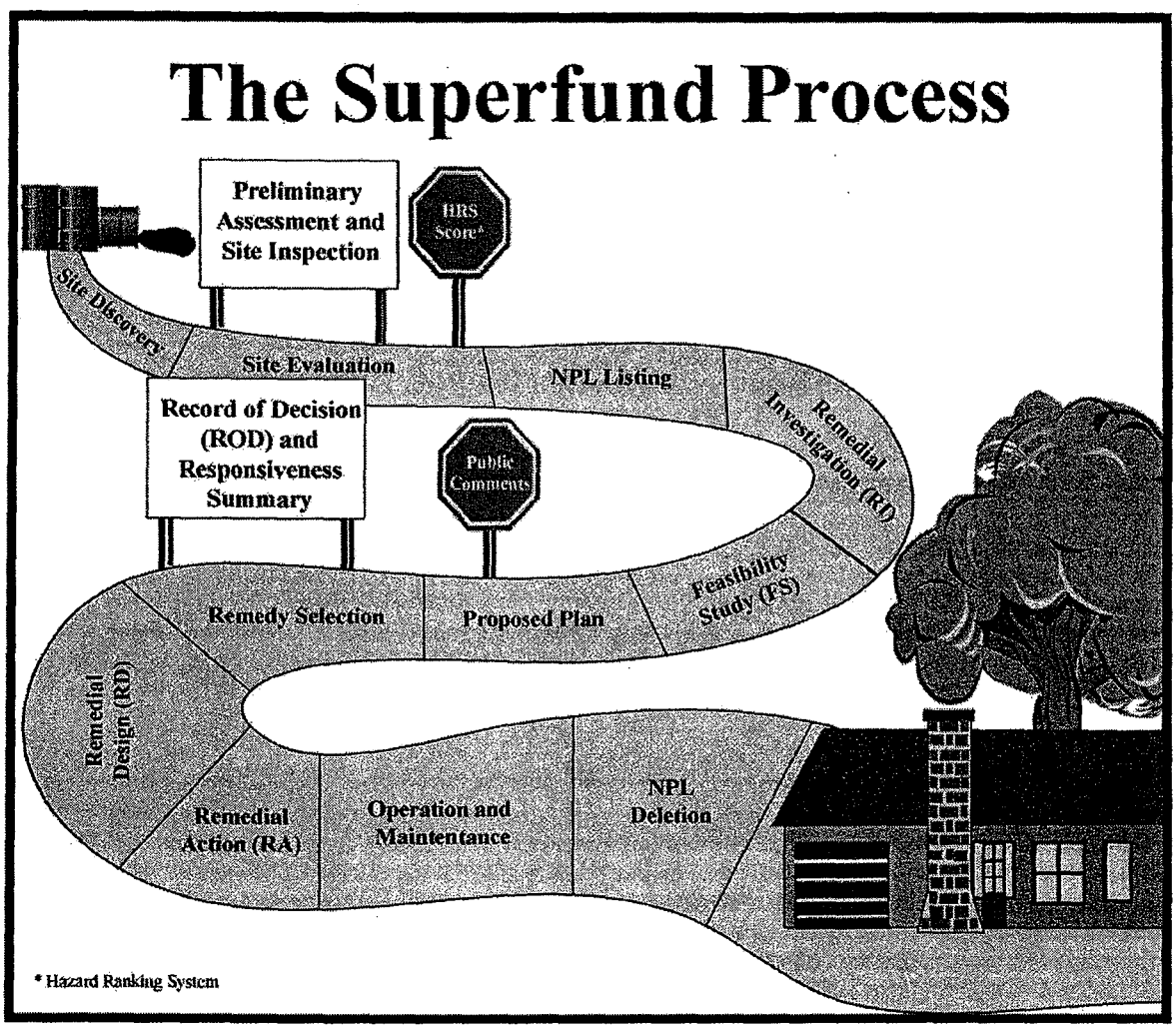
A Record of Decision will be completed during the Remedy Selection.

Operations and Maintenance

Operations and Maintenance activities will be completed after the Remedial Action.

Community Involvement

A formal meeting to solicit public input will be held during the Proposed Plan.



Site Contacts

EPA Remedial Project Manager:	Stephen Tzhone	(214) 665-8409
EPA Site Attorney:	Barbara Nann	(214) 665-2157
EPA Regional Public Liaison:	Donn Walters	(214) 665-6483
TCEQ Project Manager:	Luda Voskov	(512) 239-6368
Site Information Repository:	Pasadena Public Library 1201 Jeff Ginn Memorial Dr. Pasadena, TX 77506	(713) 477-0276

EPA Toll Free Region 6 Superfund Information Line: (800) 533-3508

EPA Region 6 Freedom of Information Act Online Request Form:
http://www.epa.gov/region6/6md/foia/foiaform.htm

EPA Region 6 Contact Us Online Request Form:
http://www.epa.gov/region6/r6coment.htm

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into as of the ____ day of December, 2009 by and among McGinnes Industrial Maintenance Corporation and International Paper Company (collectively, the "Grantees"), and Big Star Barge & Boat Company, Inc. ("Owner").

RECITALS

WHEREAS Owner owns three (3) adjoining pieces of property located near the intersection of Interstate Highway 10 and the San Jacinto River, east of the City of Houston, and more particularly described on Exhibit A attached hereto and incorporated herein (collectively, the "Property").

WHEREAS the U.S. Environmental Protection Agency ("EPA") issued a Unilateral Administrative Order ("UAO") to Grantees for Remedial Investigation/Feasibility Study ("RI/FS") regarding property including portions of the Property on November 20, 2009.

WHEREAS, EPA also issued to Grantees a proposed Administrative Order on Consent ("AOC") on November 20, 2009 requiring Grantees to conduct a short-term removal action to stabilize property including portions of the Property.

WHEREAS Grantees and EPA desire access, and Owner desires to allow Grantees and EPA and their employees, contractors, representatives and agents access to the Property pursuant to the terms and conditions set forth below as a means of implementing the Environmental Work, as defined herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. Owner does hereby give and grant Grantees and their consultants, contractors, agents, and employees, as well as the authorized representatives of the EPA and its contractors and oversight officials, the right to enter upon the Property for the purposes of performing environmental investigations and other response activities at the Property (collectively referred to as "Environmental Work") that are approved by EPA in accordance with the UAO, AOC, and other orders entered into between the Grantees and EPA.

2. At all reasonable times, EPA and its authorized representatives shall have the authority to enter and freely move about the Property for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Property or Grantees and their contractor(s) pursuant to the UAO; reviewing the progress of the Grantees in carrying out the terms of the UAO; conducting tests as EPA or its authorized representatives deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to EPA by Grantees. All parties with access to the Property under this paragraph shall comply with all approved health and safety plans.

3. Owner shall take into account the Environmental Work in Owner's use of the Property, and avoid unreasonable interference with the same. Owner shall not relocate, disturb, damage, or interfere with the wells, equipment or other fixtures or personalty used in the Environmental Work without obtaining Grantees' or EPA's prior written consent. Owner shall be responsible for any cost or expense to abandon, relocate, repair, modify, or replace such wells, equipment, or other fixtures or personalty resulting from the acts, omissions, or requests of Owner or Owner's tenants, contractors, licensees, invitees, or employees (exclusive of Grantees or EPA).

4. This Agreement shall terminate ninety (90) days after the date the EPA issues written evidence that no further investigation, remediation or monitoring is necessary at the Property.

5. Grantees are not EPA's representatives with respect to liability associated with Property activities.

6. Owner agrees to indemnify, defend and hold Grantees harmless from and against any claims, liabilities, damages, losses, costs, suits, expenses, demands, judgments, fines, penalties, or causes of action (collectively "Claims", individually "Claim") suffered or incurred by Grantees arising out of a Claim made, or action or proceeding initiated, by a third party, against Grantees wherein such Claim(s) are in relation to any entry, use of, or activity conducted by the Owner or its employees, contractors, representatives and agents on, under or adjacent to the Property.

7. Notwithstanding anything contained herein to the contrary, in no event shall this Agreement be deemed to create an obligation of Grantees to Owner to perform any of the Environmental Work.

8. No provision of this Agreement nor any action under or by reason of this Agreement shall in any action, proceeding or litigation operate or be construed as an admission by any party of any violation of law or regulation, any liability, fault, or past or present wrongdoing, or any breach of duty at any time.

9. Nothing in this Agreement shall waive or prejudice any right, claim, cause of action or defenses that any party may otherwise have under the law.

10. If any provision of this Agreement is held to be invalid or unenforceable, that provision may be severed and the remaining provisions shall remain in full force and effect.

11. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts as reasonably necessary or appropriate to perform the material terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document and each signed counterpart shall be deemed an original hereof. Faxed or e-mailed "portable document file" (i.e., pdf) signature shall be of the same force and effect as original signatures.

13. Any notice required to be provided hereunder shall be in writing and shall be deemed given when hand-delivered, sent postage prepaid by registered or certified mail, return receipt requested, or by e-mail, to the parties for whom the notice is intended at the mailing and email addresses appearing on the signature page of this Agreement. Any party may by written notice change the address to which notices may be sent.

14. This Agreement may be modified only by the written subsequent agreement of the parties.

15. The provisions and covenants contained herein shall inure to, and be binding upon the successors and permitted assignees of the parties hereto. Owner may assign its respective rights, privileges, duties and obligations hereunder with written notice to Grantees. Nothing herein shall be construed to restrict in any manner Owner's rights to sell, pledge or alienate the Property. Owner shall cause any party who acquires or leases the Property from Owner to enter into an Agreement with Grantees in form and substance substantially similar to this Agreement, or shall assign its rights, duties, privileges and obligations under this Agreement to such acquiror or tenant of the Property.

16. This Agreement supersedes all previous agreements between the parties and constitutes the entire understanding of the parties relative to the subject matter hereof.

17. All notifications made pursuant to this Access Agreement shall be directed:

as to Owner: Big Star Barge & Boat Company, Inc.
2435 Broadway Street
Pearland, Texas 77581
Attn: Jay Roberts

as to Grantees: Waste Management
1000 Parkwood Circle, Suite 700
Atlanta, Georgia 30339
Attn: March Smith

International Paper Company
6400 Poplar Avenue
Memphis, Tennessee 38197
Attn: Steve Ginski

with copy to: Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701

Attn: Albert R. Axe, Jr.

Baker & Hostetler, LLP
12100 Wilshire Boulevard, 15th Floor
Los Angeles, California 90025
Attn: John Cermak

18. This Agreement shall be interpreted and enforced according to the laws of the State of Texas.

19. This Agreement may be executed in multiple originals.

20. Copies of this Agreement shall be provided to EPA by Grantees upon request prior to Grantees' initiation of field activities.

21. The foregoing provisions are agreed to, as evidenced by the signatures of the authorized representatives of or attorneys for each Party as set forth below.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date first above written.

GRANTEES

McGinnes Industrial Maintenance Corporation

By: _____
Name: _____
Title: _____

International Paper Company

By: _____
Name: _____
Title: _____

OWNER

Big Star Barge & Boat Company, Inc.

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: AUG--4-76 604636 E 846564 LST A PD 3.50

That TRIUMPH INDUSTRIES, INC.

WD
DD E846564

145-07-0316

of HARRIS COUNTY, TEXAS, hereinafter called grantor, in consideration of the sum of

ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100---------- DOLLARS to said grantor in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantee herein of his one certain promissory note of even date herewith, in the principal sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 ($165,000.00) DOLLARS, payable to the order of FIRST STATE BANK & TRUST CO. hereinafter called payee, representing funds advanced by payee to the grantor herein, at the request of and as a loan to the grantee herein as part of the purchase price of the property herein conveyed, which note is payable as specified therein and bears interest at the rate specified therein, and contains the usual accelerated maturity, provides for attorney's fees specified therein and has default clauses, and in addition to the vendor's lien retained herein in favor of payee securing its payment, the grantee herein executed a deed of trust of even date with said note to WILLIAM C. BOYD, Trustee: have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto BIG STAR BARGE & BOAT COMPANY, INC.

of HARRIS County, Texas, herein called grantee, all that certain property situate in the County of HARRIS, State of Texas, described as follows, to-wit:

See Exhibit "A", attached hereto and incorporated herein by reference for all purposes

FILED
AUG 4 2 28 PM 1976
COUNTY CLERK
HARRIS COUNTY, TEXAS

"This conveyance is made subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, mineral interests, royalty reservations, mineral leases and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property."

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, his heirs and assigns forever. And grantor does hereby bind himself, his heirs, executors and administrators, to Warrant and Forever Defend the title to the said property unto the said grantee above named, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that a vendor's lien is retained in favor of payee who will hold superior title in and to the above described property, premises and improvements, and the title in the grantee will not become absolute until the above described note, together with all renewals and extensions thereof, and all interest and other charges thereto stipulated, are fully paid, according to the face and effect and reading thereof, when this deed shall become absolute; and it shall be the same as if a vendor's lien was retained in favor of the grantor herein and assigned by proper assignment to payee without recourse on grantor in any manner for the payment of said indebtedness.

When this deed is executed by more than one person, it shall be construed as though grantor were written grantors and words in their number were changed to correspond; and pronouns of the masculine gender, wherever used herein, shall include persons of the female sex and corporations and associations of every kind and character; and the words "heirs, executors and administrators", when this instrument is executed by a corporation shall be construed to mean successors and assigns. If grantee is more than one person it shall be construed as though grantee were written grantees and words in their number were changed to correspond and pronouns of the masculine gender, where used herein as to the grantee, shall be construed to include persons of the female sex, corporations and associations of every kind and character, and as to a corporation, the word heirs shall be construed as successors.

EXECUTED this the 22 day of July, 1976.

ATTEST: TRIUMPH INDUSTRIES, INC.

Secretary

Pres.

STATE OF TEXAS
COUNTY OF HARRIS

146-07-0317

Before me, the undersigned authority, on this day personally appeared

HAL M. Zimmerman, President of TRIUMPH INDUSTRIES, INC.

known to me to be the person whose name IS subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office, this the 22nd day of July, 1976.

Notary Public HARRIS County, Texas

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of

Notary Public County, Texas

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

and

wife of the said , personally

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of

Notary Public County, Texas

General Warranty Deed
With Lien in Favor of Third Party

TO

Return to Lighthouse Budget Motel
FRANK SOLA WITH CLAUSE
Fred B. Hamler, Galveston, Texas

Recorded, Jul 77 581

Title Data, Inc. TX TDI18778 HA E846564.002 AMERICAN TITLE CO.

146-07-0318

EXHIBIT A ATTACHED TO DEED DATED JULY 22, 1976
BETWEEN TRIUMPH INDUSTIES AS GRANTOR AND BIG STAR BARGE & BOAT CO INC
AS GRANTEE.

A Tract of land in the J. T. Harrell Survey, Abstract No. 330, in Harris County, Texas, more particularly described as follows:

COMMENCING at a stake in the West bank of the San Jacinto River and in the North Right of way line of State Highway No. 73;

THENCE North 62 degrees 55 minutes West 1831.71 feet along the North line of said State Highway No. 73 to the beginning of a curve to the left;

THENCE following said curve to the left, having a radius of 1910 feet and a central angle of 10 degrees 26 minutes for a distance of 347.76 feet to the PLACE OF BEGINNING and the Southeast corner of the tract herein described;

THENCE continuing along said curve to the left in the North right of way line of said State Highway No. 73, said curve having a radius of 1910 feet and a central angle of 10 degrees 46 minutes for a distance of 358.91 feet to a 3/4 inch iron pipe at a fence corner marking the Southwest corner of the tract herein described:

THENCE North 0 degrees 59 minutes West 2219.00 feet to a 3/4 inch iron pipe on the South bank of the San Jacinto River from which a 12 inch Cypress marked "X" bears North 56 degrees 43 minutes West 70 feet and a 13 inch Cypress marked "X" bears South 60 degrees 40 minutes West 30 feet;

THENCE North 86 degrees 14 minutes East 96.40 feet along the Southwesterly bank of the San Jacinto River to the West bank of the Horton and Horton Company sand cut;

THENCE along the West bank of said Horton and Horton Company said cut with the following meanders:

South 10 degrees 04 minutes West 409.70 feet;
South 0 degrees 56 minutes East 547.15 feet;
South 20 degrees 16 minutes East 254.58 feet;
South 66 degrees 09 minutes East 165.68 feet;
South 15 degrees 32 minutes West 340.75 feet;
South 34 degrees 34 minutes East 242.05 feet;
North 68 degrees 47 minutes East 26.59 feet;

THENCE South 0 degrees 59 minutes East 537.60 feet to the PLACE OF BEGINNING.

146-07-0318

Title Data, Inc. TX TDI18778 HA E846564.003 AMERICAN TITLE CO.

T163882

Return to: Big Star Barge & Boat Co.
2918 Green Tee Drive
Pearland, Texas 77581

520-03-3197

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

07/27/93 300207554 T163882 $17.00

THAT PARKER BROTHERS & COMPANY, INC., a Texas corporation, located in Harris County, Texas (hereinafter called "Grantor," whether one of more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to Grantor in hand paid by Big Star Barge & Boat Co., Inc., whose address for notice hereunder is 2918 Green Tee, Pearland, Texas 77581 (hereinafter called "Grantee," whether one or more.)

Receipt of all of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto said Grantee all that certain tract or parcel of land, together with all improvements thereon, situated in the County of Harris, State of Texas, and described as follows,

All that certain property described on Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is made subject to (i) any and all restrictions, covenants, mineral and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, shown of record in said County, and to all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property; (ii) any loss or damage resulting from allegations or determinations that the transfer to Grantor was either a preferential or a fraudulent transfer under the bankruptcy or state insolvency laws.

Grantor has executed and delivered the Deed and has granted, bargained, sold and conveyed the Property, and Grantee has received and accepted this Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATION AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF

THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PROPOSE, USE, DEVELOPMENT POTENTIAL, INGRESS, EGRESS OR OTHERWISE; (vi) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY OR AMOUNT OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee and Grantee's heirs, successors and assigns, forever; and it is agreed that Grantor and Grantor's heirs, successors, and assigns are hereby bound to warrant and forever defend, all and singular, the premises, unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under Grantor, but not otherwise.

Taxes for the current year have been prorated as of the date hereof, and Grantee assumes and agrees to pay the same.

EXECUTED as of the 23rd day of July, 1998.

PARKER BROTHERS & COMPANY, INC.

By: _____
Robert R. Ferris, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of April, 1998 by Robert R. Ferris, President of PARKER BROTHERS & CO., INC., a Texas corporation, for and on behalf of said Texas corporation.

JANICE D. AMERSON
MY COMMISSION EXPIRES
February 20, 2002

Janice D. Amerson
Notary Public, State of Texas

My commission expires:
02-20-02

Notary Name Printed or Typed
Janice D. Amerson

LAND DATA SURVEYS, INC.
DON DENSON
Registered Professional Land Surveyor

520-03-3109

EXHIBIT "A"

File No. 98-023A3 May 22, 1998

METES AND BOUNDS DESCRIPTION
0.7420 ACRES

A tract of land containing 0.7420 acres being part of and out of the residue of an original called 80 Acre Tract as cited in Volume 2821, Page 313 of the Harris County Deed Records (HCDR), in the J.T. Harrell Survey, Abstract No. 330, in Harris County, Texas; said 0.7420 acres being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the northerly right-of-way line of Interstate Highway 10 with the westerly line of SAN JACINTO RIVER ESTATES, a subdivision of land according to the map or plat thereof recorded in Volume 16, Page 9 of the Harris County Map Records, from which a found 1-inch iron pipe bears witness at N 00 deg. 38' 00" W, a distance of 1.77 feet (said pipe being as shown on plat of survey of the herein described tract prepared September 15, 1954 by R.M. Atkinson, PE);

THENCE, N 00 deg. 38' 00" W, along the westerly line of said called 80 Acre Tract as described in Volume 2821, Page 313, HCDR, and as indicated on said plat by Atkinson, at a distance of 640.00 feet pass a 5/8-inch iron rod set for reference, and continuing for a total distance of 662.55 feet to the water's edge of the southerly bank of the San Jacinto River;

THENCE, continuing EASTERLY along and with the meanders of the water's edge of the southerly bank of the San Jacinto River, for an approximate total distance of 4,474 feet to the point of intersection of the water's edge of the southerly bank of the San Jacinto River with the east line of said called 80 Acre Tract;

THENCE, S 00 deg. 38' 00" E, along the east line of said called 80 Acre Tract, at 45.73 feet, more or less, pass a 5/8-inch iron rod set for reference, and continuing for a total distance of 141.12 feet to the POINT OF BEGINNING;

THENCE, S 89 deg. 22' 00" W, for a distance of 100.00 feet to a point for corner;

THENCE, S 00 deg. 38' 00" E, for a distance of 323.20 feet to a point for corner;

THENCE, N 89 deg. 22' 00" E, for a distance of 100.00 feet to a point for corner, on the east line of the aforesaid called 80 Acre Tract;

P.O. Box 890027 · Houston, Texas 77289-0027
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520-03-3179

THENCE, N 00 deg. 38' 00" W, along the easterly line of said 80 Acre Tract, for a distance of 323.20 feet to the POINT OF BEGINNING, of a tract containing 0.7420 acre of land.

STATE OF TEXAS
REGISTERED
DON DENSON
2068
PROFESSIONAL
LAND SURVEYOR

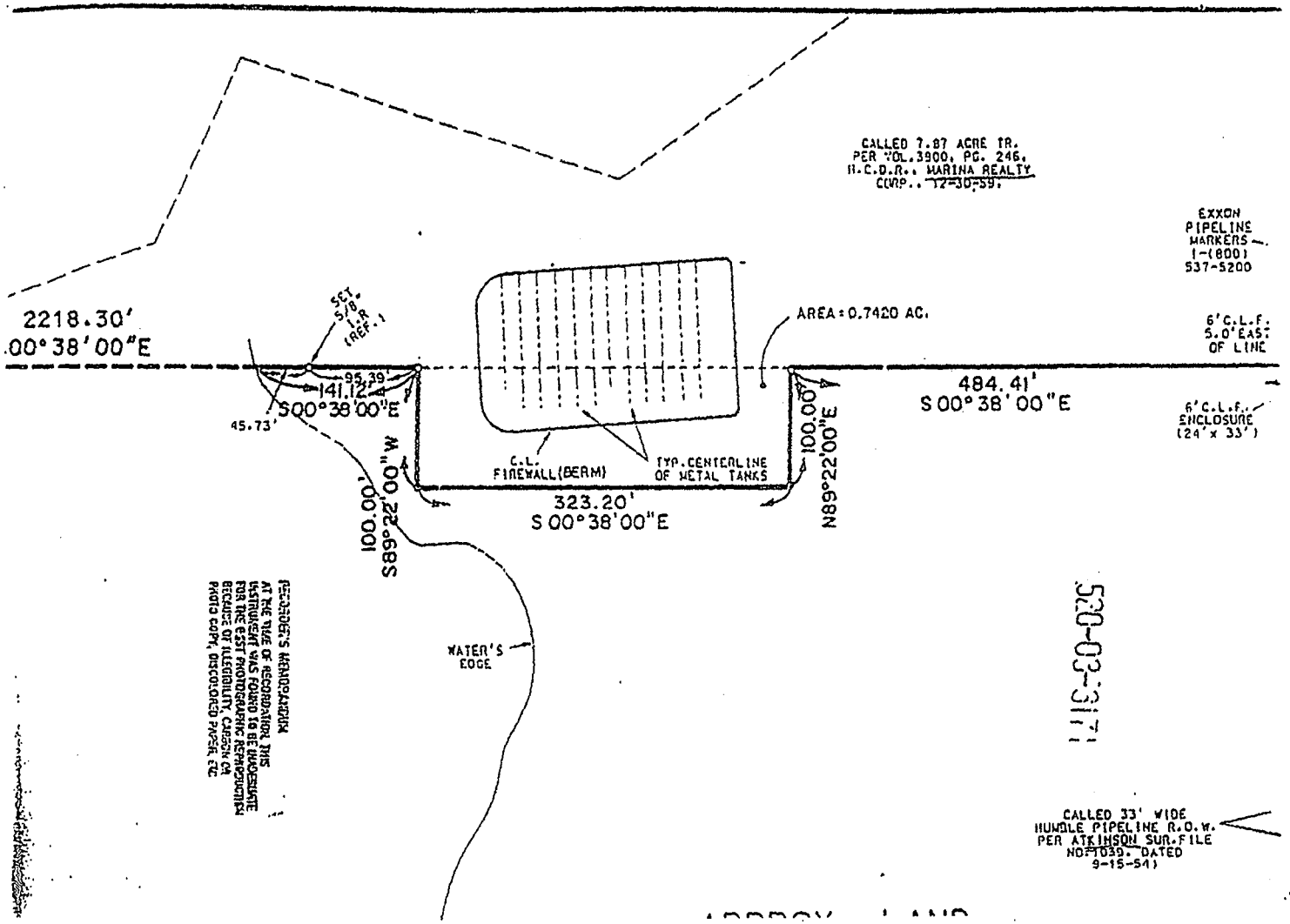
Date 5-22-98

Don Denson, RPLS # 2068; STATE OF TEXAS

FILED FOR RECORD
8:00 AM

JUL 27 1998

County Clerk, Harris County, Texas



Title Data, Inc. TX TDI18778 HA T163882.005 AMERICAN TITLE CO.

520-03-3172

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JUL 27 1998

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

COUNTY CLERK OF HARRIS COUNTY, TEXAS

G654979

165-86-0015

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT:
COUNTY OF HARRIS §

THAT M. MICHAEL GORDON (a single man who has never been married) and FRANK F. SPATA (who is not joined by his wife herein for the reason that the real property hereinafter conveyed does not constitute or form any part of their residence or business homestead) both of the County of Harris, State of Texas, herein called Grantors, for and in consideration of the sum of TEN ($10.00) DOLLARS to them in hand paid by BIG STAR BARGE & BOAT CO., INC., a Texas Corporation, herein called Grantee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD and CONVEYED and do by these presents GRANT, SELL and CONVEY unto the Grantee the surface estate only in and to that certain tract of land containing 190.8 acres, more or less, out of the Josiah T. Harrell Survey, Abstract No. 330, Harris County, Texas, described as Tract Number One (1) in deed from Edward Shields, et ux. to M. Michael Gordon and Frank F. Spata, dated November 15, 1943 and recorded in Volume 1297, Page 16 of the Deed Records of Harris County, Texas, SAVE AND EXCEPT the following:

(a) 12.84 acres conveyed to the State of Texas for road purposes by deed, dated September 15, 1947, and recorded in Volume 1662, Page 489 of the Deed Records of Harris County, Texas; and

(b) 7.89 acres conveyed to Marina Realty Corporation by deed, dated December 30, 1959 and recorded in Volume 3900, Page 246 of the Deed Records of Harris County, Texas; and

(c) 20 acres conveyed to Virgill G. McGinnes, Trustee, by deed, dated August 12, 1965 and recorded in Volume 6037, Page 352 of the Deed Records of Harris County, Texas.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances therein in anywise

belonging, unto the Grantee, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Conveyance is made and accepted subject to any and all restrictions, easements, reservations and other conditions, if any, relating to the above described real property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Harris County, Texas, and more particularly to the following:

(a) All visible and apparent easements not of record in the Office of the County Clerk of Harris County, Texas.

(b) Unobstructed easement five (5) feet in width along the west property line of the property, together with an unobstructed aerial easement adjoining thereto ten (10) feet wide from a plane twenty (20) feet above the ground upward, granted to Houston Lighting and Power Company by unrecorded instrument, dated May 11, 1960, said easement being further located by Sketch No. AH-13867-H attached thereto.

(c) Easement for ingress and egress to San Jacinto River, over and across that certain 19.36 acre body of water known as Horton and Horton Cut, together with the right and privilege to construct and maintain docks or wharves, granted to Marina Realty Corporation as described in unrecorded instrument, dated November _____, 1967.

(d) Pipeline easement granted to Humble Pipe Line Company by instrument recorded in Volume 934, Page 485 of the Deed Records of Harris County, Texas, as defined and limited to a fifty (50) foot strip by instrument recorded in Volume 6050, Page 3 and in Volume 6179, Page 521, both of the Deed Records of Harris County, Texas.

(e) Easement for flare vent stack and elevated walkway granted to Humble Pipe Line Company by unrecorded instrument, dated August 29, 1968, said easement being located within the above described fifty (50) foot strip and further located on Humble Pipe Line Company Survey No. 1480, Sketch B-4955, dated August 7, 1968.

(f) Oil, Gas and Mineral Lease, dated October 5, 1979, by and between M. Michael Gordon and Frank F. Spata, as Lessors and Energetics, Inc., as Lessee, for a primary term of three (3) years with waiver of surface rights contained therein.

(g) Unrecorded lease agreement between Grantors herein, as Lessors, and Sterling & Sterling/Advertising, Inc., as Lessee, covering present placement of billboard or advertising sign; and which lease terminates on February 28, 1981.

EXECUTED at Houston, Texas, this 27 day of AUGUST, 1980 A.D.

M. MICHAEL GORDON

FRANK F. SPATA

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared M. MICHAEL GORDON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of August, 1980.

Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared FRANK F. SPATA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of August, 1980.

Notary Public in and for
Harris County, Texas.

Return to:
Big Star Barge
2918 Gray Ave
Pearland, Texas 77581

165-86-0018

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the number sequence on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 27 1980

COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
AUG 27 3 42 PM 1980
COUNTY CLERK
HARRIS COUNTY, TEXAS

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Tract: 3

1297/16

The State of Texas, County of Harris, Before me, the undersigned authority, on this day personally appeared Maurice Hirsch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, both individually and in the capacity therein stated. Given under my hand and seal of office this the 7th day of October, A.D. 1932. Frances Stiles, Notary Public, Harris County, Texas. (Seal)

Filed for record Nov. 19, 1943 at 9:30 o'clock A.M. Recorded Nov. 20, 1943 at 8:15 o'clock A.M.

W.D. MILLER, Clerk County Court Harris County, Texas. By Jeanette Gurano Deputy

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No.164419

Edward Schields et ux To M. Michael Gordon et al

Deed

The State of Texas, County of Harris, Know all men by these presents:

That we, Edward Shields and wife, Bessie Shields of the County of Harris and the State of Texas, for and in consideration of the sum of ten ($10.00) dollars to us in hand paid by M. Michael Gordon and Frank F. Spata, out of his separate funds and estate, the receipt and sufficiency of which is hereby acknowledged and confessed; have granted, sold and conveyed and by these presents do grant, sell and convey unto the said M. Michael Gordon and Frank F. Spata, as his separate property and estate, both of the County of Harris and the State of Texas, the following described tracts or parcels of real property, to-wit:

Tract Number one (1): Being 190.8 acres of land, more or less, out of the Josiah T. Harrell Survey on the West Bank of San Jacinto River in Harris County, Texas, more particularly described as follows: Beginning at a stake on the north edge of the Market Street Road right of way at the southwest corner of the G.M. Farmer 80 acre tract; Thence north 72 deg. 30 min. east 1384 feet to the southeast corner of the G.M. Farmer 80 acre tract, the beginning and starting point of this tract; Thence north 2596 feet along the east line of the G.M. Farmer 80 acre tract to a stake on the bank of San Jacinto River at the northeast corner of said 80 acre tract; Thence down the said San Jacinto River with its meanders to the north edge of the Market Street Road; Thence north 54 deg. 45 min. west along the edge of said right of way 1032 feet to the beginning of a curve on the same; Thence following around the curve at the edge of the right of way 1300 feet to the place of beginning. Tract Number two (2); Being 48.2 acres, more or less, out of the Josiah T. Harrell Survey in Harris County, Texas, more particularly described as follows: Beginning at a stake on the west bank of San Jacinto River at a point where the south line of Market Street Road right of way intersects the same; said stake being south 40 deg. 30 min. west 800 feet from the southeast corner of the tract above described; Thence north 54 deg. west 45 min. west along the south side of said Market Street road 1033 feet to a curve; Thence following the said curve on the edge of said right of way 300 feet to a stake on the east bank of Old River; Thence along the edge of Old River in a southerly direction to a stake on the edge of Old River at a point where the south line of the Joe McGee 842-1/2 acre tract intersects the East line of Old River; Thence south 45 deg. east along an old fence line 179 feet to a cypress tree standing on the bank of San Jacinto River, which is the southeast corner of the McGee 842-1/2 acre tract; Thence up the San Jacinto River with its meanders to the place of beginning. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said M. Michael Gordon and Frank F. Spata, their heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said M. Michael Gordon and Frank F. Spata, their heirs and assigns, against every person whomsoever, lawfully

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Clerk's Notes—Art. 4606.

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claiming or to claim the same or any part thereof, by, through or under us. Witness our hands at Houston, Texas, this the 15th day of November, 1943. Edward Shields

Bessie Shields (Stamps can. $1.10)

The State of Texas, County of Harris, Before me, the undersigned authority on this day personally appeared Edward Shields and his wife, Bessie Shields, both known to me to be the persons whose names are subscribed to the foregoing instrument and they each acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Bessie Shields, wife of the said Edward Shields, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Bessie Shields, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office on this the 15th day of November, 1943, A.D. Elizabeth Starcatka, Notary Public in and for Harris County, Texas. (Seal)

Filed for record Nov. 30, 1943 at 2:15 o'clock P.M. Recorded Dec. 1, 1943 at 3:00 o'clock P.M.

W.D. MILLER, Clerk County Court Harris County, Texas. By Jeanette Clemens Deputy

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No.165519

Sina Josephine Bond To United States of America

Deed

State of Texas, County of Harris, ss. Know all men by these presents:

That I, Sina Josephine Bond, a widow, of Harris County, Texas, for and in consideration of seventeen hundred, eighty-five, and no/100 ($1785.00) to me in hand paid by the United States of America, the receipt whereof is hereby acknowledged and confessed, have granted, sold, and conveyed, and by these presents, do grant, sell, and convey unto the said United States of America and its assigns, except as below stated, all that certain piece or parcel of land situated in the County of Harris, State of Texas, more particularly described as follows: Lot 114 in Block 5 of the Walden Place Subdivision, out of the John Archer Survey (A-106), according to a plat filed in volume 16, page 41, of the Harris County, Texas, map records. and the grantor further conveys all my right, title, and interest in and to any alleys, streets roads, ways, strips, or gores abutting or adjoining the above described land; and I, the said Sina Josephine Bond for me and my heirs, executors, administrators and assigns, do hereby covenant and agree to and with the said United States of America and its assigns that I am now the owners of said premises, I am seized of a good and indefeasible fee-simple estate therein, have full right and power to sell and convey the same in fee-simple and will give and obtain such further assurances and covenants of title as may be necessary, that the said premises are free and clear of all encumbrances, that the said United States of America and its assigns, shall forever hereafter have, hold, possess and enjoy the same without any suits, molestation or interruption by any person whatever lawfully claiming any right therein and that I, the said Sina Josephine Bond, my heirs, executors, administrators, and assigns, will warrant and defend the said premises, with the appurtenances, unto the said United States of America and its assigns forever; provided, however, that the title hereinabove conveyed is subject to the following: Except a 1/32 perpetual non-participating royalty of all oil, gas and other minerals except sulphur, reserved in deed from H.R. Waddell, Florence L. Parkhill, Bassett Blakely to C.E. Archer, I.S. Deutser, Lawrence O'Donnell and A.C. Hutcheson, dated September 12, 1939, and recorded in volume 1142, page 144, deed records Harris County, Texas. Subject to any outstanding easements or servitudes for streets, power lines, telephone lines and gas lines. Witness my hand this 29th day of July, A.D. 1943.

Sina Josephine Bond (Stamps can. $2.20)

Clerk's Notes—Art. 4606.

Title Data, Inc. AD TDI18778 HA D1297/17.001