

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

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

THAT THE UNDERSIGNED, **CHEVRON U.S.A. INC.**, a Pennsylvania corporation ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **SLS WEST LOOP, LP**, a Texas limited partnership ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is 2500 West Loop South, Suite 518, Houston Texas 77027, all that certain real property in Harris County, Texas being more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes (the "Land"), together with any and all improvements located on the Land (the "Improvements") and all of Grantor's right, title and interest in and to all easements, hereditaments, appurtenances, development rights, and other benefits, if any, pertaining to or affecting the Land (collectively, the "Property").

This conveyance is made and accepted subject to those certain matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Land unto Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

This Special Warranty Deed is being executed and delivered in accordance with the terms of that certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of June 11, 2018 by and between Grantor and Grantee.

GRANTEE AGREES THAT THE PROPERTY HAS BEEN SOLD TO AND ACCEPTED BY GRANTEE "AS IS" AND "WHERE IS," WITH ALL FAULTS, IF ANY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION (AS DEFINED IN THE PURCHASE AGREEMENT) OF THE PROPERTY, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, GRANTOR DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND TO

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GRANTEE INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO (A) THE PHYSICAL CONDITION OF THE LAND, IMPROVEMENTS, IF ANY, AND ANY PERSONAL PROPERTY, (B) THE SUITABILITY, HABITABILITY, MERCHANTABILITY, OR DESIGN OF THE PROPERTY FOR A PARTICULAR PURPOSE, (C) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION (AS DEFINED IN THE PURCHASE AGREEMENT) BY HAZARDOUS MATERIALS (AS DEFINED IN THE PURCHASE AGREEMENT), (D) ACCESS TO THE PROPERTY, (E) THE COMPLIANCE OF THE PROPERTY WITH LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL LAW (AS DEFINED IN THE PURCHASE AGREEMENT) AND (F) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTOR MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES OR REPRESENTATIONS CONCERNING THE ACCURACY OR COMPLETENESS OF ANY OF THE PROPERTY DOCUMENTS (AS DEFINED IN THE PURCHASE AGREEMENT) DELIVERED TO GRANTEE IN ACCORDANCE WITH THE PURCHASE AGREEMENT.

BY ACCEPTING TITLE TO THE PROPERTY, GRANTEE, FOR ITSELF AND ALL MEMBERS OF THE GRANTEE GROUP (AS DEFINED IN THE PURCHASE AGREEMENT) RELEASES ALL MEMBERS OF THE GRANTOR GROUP FROM ANY CLAIM MADE OR ANY LOSS SUSTAINED BY ANY MEMBER OF THE GRANTEE GROUP RELATED IN ANY MANNER TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL CLAIMS MADE AND LOSSES INCURRED RELATED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. GRANTEE RECOGNIZES THAT THERE IS A RISK THAT, AFTER CLOSING, GRANTEE MAY SUFFER A LOSS OR CLAIM WHICH ARE IN SOME WAY CAUSED BY THE MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE AND GRANTEE AGREES, FOR ITSELF AND ALL MEMBERS OF THE GRANTEE, THAT ALL MEMBERS OF GRANTEE GROUP ASSUME THIS RISK AND THAT THIS RELEASE SHALL APPLY TO ANY AND ALL SUCH UNKNOWN OR UNANTICIPATED LOSS OR CLAIM. IN THE EVENT THIS RELEASE IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN SUCH RELEASE SHALL BE CONSTRUED SO AS TO PRESERVE THE MAXIMUM RELEASE PERMITTED THEREBY.

GRANTEE, FOR ITSELF AND ALL MEMBERS OF THE GRANTEE GROUP, SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS ALL MEMBERS OF THE GRANTOR GROUP FROM ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR IN CONNECTION WITH GRANTEE'S OWNERSHIP, USE OR OCCUPANCY OF THE PROPERTY FROM AND AFTER THE CLOSING DATE. SUCH CLAIM OR LOSS SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY CLAIMS OR ANY LOSSES AS TO STRICT LIABILITY CLAIMS, INCLUDING THOSE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT. IN THE EVENT THIS INDEMNITY IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN SUCH INDEMNITY SHALL BE CONSTRUED AS TO PRESERVE THE MAXIMUM INDEMNITY PERMITTED THEREBY.

IN PARTICULAR, GRANTEE SHALL INDEMNIFY AND DEFEND GRANTOR AND THE GRANTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS MADE AND ANY AND ALL LOSSES INCURRED ARISING OUT OF AN ENVIRONMENTAL CONDITION OF THE PROPERTY, EXCEPT TO THE EXTENT ARISING OUT OF GROUNDWATER CONTAMINATION AT OR FROM THE PROPERTY THAT EXISTED AS OF THE EFFECTIVE DATE HEREOF; PROVIDED HOWEVER SUCH EXCEPTION SHALL NOT APPLY TO ANY CLAIM OR LOSS ARISING OUT OF SOIL VAPOR CAUSED BY OR ALLEGED TO BE CAUSED BY GROUNDWATER CONTAMINATION. FURTHERMORE, ALL FUTURE ASSIGNEES AND SUCCESSORS OF GRANTEE SHALL INDEMNIFY AND DEFEND GRANTOR AND THE GRANTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS MADE AND ANY AND ALL LOSSES INCURRED ARISING OUT OF AN ENVIRONMENTAL CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT ARISING OUT OF GROUNDWATER CONTAMINATION AT OR FROM THE PROPERTY THAT EXISTED AS OF THE EFFECTIVE DATE HEREOF; PROVIDED HOWEVER SUCH EXCEPTION SHALL NOT APPLY TO ANY CLAIM OR LOSS ARISING OUT OF SOIL VAPOR CAUSED BY OR ALLEGED TO BE CAUSED BY GROUNDWATER CONTAMINATION.

IT IS EXPRESSLY RECOGNIZED BY GRANTEE THAT THE GROUNDWATER MAY CURRENTLY CONTAIN HAZARDOUS MATERIALS OR MAY COME TO CONTAIN HAZARDOUS MATERIAL IN THE FUTURE. GRANTEE AND ALL FUTURE ASSIGNEES AND SUCCESSORS OF GRANTEE SHALL INDEMNIFY AND DEFEND GRANTOR AND THE GRANTOR GROUP FROM ANY AND ALL CLAIMS MADE AND ANY AND ALL LOSSES INCURRED (INCLUDING EXPENSES ASSOCIATED WITH INVESTIGATION OF CLAIMS, TESTING AND ASSESSMENT), WHETHER BASED ON ANY THEORY OF NEGLIGENCE, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, REGULATORY LIABILITY OR STATUTORY LIABILITY, REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, REGULATORY LIABILITY, STATUTORY LIABILITY, OR OTHER FAULT OR RESPONSIBILITY OF GRANTOR OR ANY OTHER PERSON OR PARTY, IN ANY WAY ARISING FROM, RESULTING FROM OR RELATED TO GROUNDWATER EXTRACTED OR COLLECTED (EXCEPT BY GRANTOR) AFTER THE EFFECTIVE DATE FROM ANY WELL, SUMP, DRAIN, OR LIKE DEVICE ON THE PROPERTY, WHETHER SUCH WELL, SUMP, DRAIN, OR LIKE DEVICE WAS IN PLACE BEFORE OR AFTER THE EFFECTIVE DATE.

Any conveyance, transfer or assignment of all or part of the Property by Grantee, its successors or assigns, in which the grantee, transferee or assignee fails to expressly assume the obligations of Grantee set forth above shall be deemed null and void. Grantee further agrees to cause the disclaimer, release and indemnity provisions set forth above to be included in all subsequent sales or transfers of any interest in the Property, and to cause all grantees or transferees of the Property to expressly acknowledge and assume all such obligations.

Grantor hereby adopts, establishes, and imposes upon the Property the following restrictions and covenants (the "Protective Covenants") and declares the Protective Covenants applicable to the Property, including any and all portions thereof:

1. Any and all use, development, or redevelopment of the Property, including any and all soil, waste and/or debris management and surface water and/or groundwater management required or necessary under applicable laws or regulation or because of excavation, demolition, or soil disturbance related to the use, operations, development, excavation, grading, construction, or demolition at, in, on, or below the Property shall be conducted in compliance with the Site Management Plan attached as Exhibit "B" to that certain Environmental Easement and Notice of Remediation Agreement of even date herewith, by and between Grantee and Grantor, filed or to be filed in the Official Public Records of Real Property of Harris County, Texas.

2. The groundwater at, in, or under the Property shall not be used for any beneficial purpose or in any manner that may result in potential exposure to the groundwater, including (1) drinking water or other potable uses, (2) the irrigation or watering of landscapes, or (3) agricultural uses. Notwithstanding the foregoing, groundwater at, in, or under the Property may continue to be used to supply the cooling tower on the Property as of the Effective Date, provided that (a) the cooling tower is only used in connection with buildings currently existing on the Property as of the Effective Date and in same manner as before and (b) the supply well for the cooling tower is closed and properly abandoned in compliance with all applicable legal requirements immediately upon decommissioning or removal of the cooling tower.

3. Any new buildings constructed at the Property shall incorporate effective vapor intrusion (VI)-resistant construction methods, which shall include (at a minimum) the installation of a passive vapor-resistant barrier of appropriate chemical-resistant composition and minimum 60-millimeter thickness, unless any regulatory agency requires implementation of a more active engineering control at the Property.

4. In addition to any restrictions on use imposed by any federal, state, or local government authority, including any zoning requirements, the Property shall not be used for any use other than the following: (A) commercial uses, (B) above-grade recreational uses (including public access), and (C) restricted residential uses limited to zero-lot line multi-family dwellings or attached townhomes (either owner occupied or leased) that do not have below-grade or first-story residential space other than open-air parking. Prohibited uses include, but are not limited to, detached or single-family dwellings, dwellings with below grade or first-story residential uses (other than open-air parking), day care centers, children's homes, nursing homes, schools (including preschools, elementary schools, and secondary schools), hospitals and other similar uses. For purposes of clarity, other similar uses of hospitals does not include outpatient health clinics and doctors' offices. For purposes of the foregoing, "zero-lot line" means all or nearly all of the land designated for use by the occupants of a residential dwelling is comprised by the physical structure of the residential building and "open-air parking" means at least one side of the parking structure is unenclosed (e.g., an open-air gate).

5. Soil at the Property as of the Effective Date shall not be used to grow food for human consumption. Edible gardens shall not be located on the Property unless they are in raised beds at least 24-inches above ground surface that do not contain soil sourced from the Property and roots do not contact native soil.

6. No portion of the Property shall be used as a permitted hazardous waste treatment, storage, or disposal facility.

The foregoing Protective Covenants shall run with the title to the Property and shall be binding upon all persons having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of and be enforceable by Grantor, its successors and assigns, excluding Grantee and any future record fee title owner of the Property and its/their successors and assigns as the owner or owners of all or any portion of the Property, whether acquired by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise (a "Property Owner"). The Protective Covenants may be terminated or amended by the written consent of Grantor.

Property Owner, by Property Owner's acceptance of a deed or conveyance of the Property or any portion thereof, covenants and agrees, as a covenant running with the title to the Property binding upon Property Owner, and Property Owner's heirs, successors and assigns as owners of any portion of the Property and inuring to the benefit of Grantor, that neither Property Owner nor any of Property Owner's heirs, successors, assigns, tenants, lessees, occupants, licensees, or invitees or any other person holding or using the Property or any portion thereof will use or be permitted to use any portion of the Property or conduct or be permitted to conduct any operation on any portion of the Property in a manner that violates the foregoing Protective Covenants.

Ad valorem taxes and special assessments, if any, against the Property for the year 2018 have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed and Grantee expressly assumes liability for payment of taxes and assessments for the current year and subsequent years.

[SIGNATURE PAGES TO FOLLOW]

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SIGNATURE PAGE OF GRANTOR

Executed to be effective as of the 26 day of September 2018 (the "Effective Date").

GRANTOR:

CHEVRON U.S.A. INC., a Pennsylvania corporation

By: [Signature]
Name: DAVID S. COOK
Title: Vice President
CHEVRON BUSINESS AND REAL ESTATE SERVICES
A CHEVRON U.S.A. INC. DIVISION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

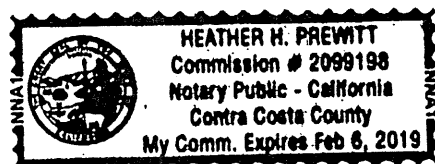
STATE OF CALIFORNIA)
COUNTY OF Contra Costa

On September 24, 2018, before me, Heather H. Prewitt,
Notary Public, personally appeared DAVID S. COOK,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (SEAL)
Notary Public Signature



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