

MARATHON TITLE COMPANY

GF # 2006509

T.G.

AFTER RECORDING RETURN TO:

Mr. James E. Satel
Bracewell & Giuliani LLP
106 S. St. Mary's Street, Suite 800
San Antonio, Texas 78205

**SPECIAL WARRANTY DEED WITH
VENDOR'S LIEN**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

THAT CROSSPOINT, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it paid by ECRO, LTD., a Texas limited partnership ("Grantee"), whose address is 100 Sandau Road, Suite 300, San Antonio, Texas 78216, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, and the further consideration of the execution and delivery by Grantee of a promissory note ("Note") of even date herewith in the principal sum of EIGHT HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$825,000.00), payable to the order of BROADWAY NATIONAL BANK, whose mailing address is 1177 N.E. Loop 410, San Antonio, Texas 78209, and bearing interest at the rates therein provided, containing the usual clauses providing for acceleration of maturity in event of default and for attorney's fees, the payment of which Note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to D'Layne Rhynsburger of Bexar County, Texas, as Trustee, for the benefit of BROADWAY NATIONAL BANK, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee the tract of land lying and being situated in San Antonio, Bexar County, Texas, as more particularly described on Exhibit "A" attached hereto (the "Property").

This conveyance is made and accepted subject to the exceptions 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 belonging in any way to the Property, subject to the Permitted Exceptions and other provisions stated herein, unto Grantee and Grantee's successors and assigns, forever, and Grantor does hereby bind itself and its successors, to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's 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.

Current ad valorem taxes on the Property for the year of closing and thereafter shall be paid by Grantee, subject to proration between Grantee and Grantor for the current year in accordance with their agreement.

It is expressly agreed that the vendor's lien and superior title are retained against the above described property, premises and improvements, until said Note and all interest thereof shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

BROADWAY NATIONAL BANK, at the instance and request of the Grantee herein, having advanced and paid in cash to Grantor herein a portion of the purchase price of the Property, the Vendor's Lien, together with the Superior Title to said Property, is retained herein for the benefit of BROADWAY NATIONAL BANK, and the same are hereby TRANSFERRED and ASSIGNED to BROADWAY NATIONAL BANK, without recourse on Grantor.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this deed is executed by or to a corporation, or trustee, the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successor and assigns".

EXECUTED this 15 day of September, 2006.

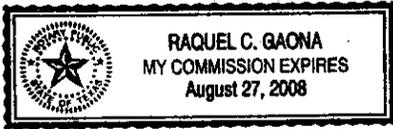
GRANTOR:

CROSSPOINT, INC.

By: Julie H. Weper
Name: Julie H. Weper
Title: President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 15th day of September, 2006 by Julie H. Weber, president of Crosspoint, Inc. on behalf of said corporation.



Raquel C. Gaona
Notary Public, State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

All that certain tract of land containing approximately 1.451 acres, being Lots A-1, A-2, 3, 4, 5, 6, 7, A-14, A-15, and A-16, New City Block 460, in the City of San Antonio, Bexar County, Texas, said 1.451 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the intersection of the southeasterly Right-of-Way (R.O.W.) line of N. Alamo St. and the northeasterly R.O.W. line of 10th Street for the most westerly corner of the herein described tract;

THENCE, N. 45° 07' 50" E., 337.79 feet along the southeasterly R.O.W. line of said N. Alamo St. to a 1/2" iron rod found for the most northerly corner of said Lot 7 and the most northerly corner of the herein described tract;

THENCE, E. 44° 57' 45" E., 168.78 feet along the northeasterly line of said Lot 7 to a 1/2" iron rod found in the northwesterly R.O.W. line of IH 37 for the most easterly corner of the herein described tract;

THENCE, E. 35° 55' 30" W., 96.54 feet along the northwesterly R.O.W. line of said IH 37 to a 1/2" pipe found;

THENCE, S. 39° 29' 47" W., 144.86 feet along the northwesterly R.O.W. line of said IH 37 to a 1/2" iron rod set;

THENCE, S. 31° 49' 11" W., 73.17 feet along the northwesterly R.O.W. line of said IH 37 to a 1/2" iron rod set in the northwesterly R.O.W. line of said 10th Street for the most southeasterly corner of the herein described tract;

THENCE, N. 56° 53' 02" W., 129.04 feet along the northeasterly R.O.W. line of said 10th Street to an "X" found on concrete;

THENCE, N. 45° 12' 42" W., 89.08 feet along the northeasterly R.O.W. line of said 10th Street to the POINT OF BEGINNING.

EXHIBIT "B"
PERMITTED EXCEPTIONS

NONE