AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

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by and between

LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

and

CAMERON WIND I, LLC

Texas Taxpayer No. 12632821620

Dated

December 9, 2013

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES (this "Agreement") is executed and delivered by and between the **LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District." a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and **CAMERON WIND I, LLC**, Texas Taxpayer Identification Number 12632821620, and its successors and assigns, hereinafter referred to as the "Applicant". The Applicant and the District are each hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties". Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

RECITALS

WHEREAS, on or about July 8, 2013 the Superintendent of Schools of the District (the "Superintendent"), acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, on July 8, 2013, the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from Applicant, and on July 8, 2013, the Superintendent acknowledged receipt of a completed Application and the requisite application fee as established by the District pursuant to Texas Tax Code § 313.025(a)(1) and District Policy CCG (LOCAL); and,

WHEREAS, the Application was delivered to the office of the Texas Comptroller of Public Accounts (hereinafter referred to as the "Comptroller") for review pursuant to Texas Tax Code § 313.025(d); and,

WHEREAS, pursuant to Comptroller's Rule § 9.1054, the Application was delivered for review to the Cameron County Appraisal District (the "Appraisal District"); and,

WHEREAS, pursuant to Comptroller's Rule § 9.1055(b)(3), on August 22, 2013, the Comptroller issued written notice to the District and Applicant that the Application was complete; and,

WHEREAS, the Comptroller reviewed the Application pursuant to Texas Tax Code § 313.025(d), and on November 19, 2013, the Comptroller's Office, via letter, recommended that the Application be approved; and,

WHEREAS, the Comptroller conducted an economic impact evaluation pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, the Board of Trustees has reviewed the economic impact evaluation pursuant to Texas Tax Code § 313.026 and has carefully considered the Comptroller's positive recommendation for the project; and,

WHEREAS, on December 5, 2013, the District received written notification, pursuant to Comptroller's Rule § 9.1055(e)(2)(A) that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on November 19, 2013 that the Application be approved; and,

WHEREAS, on December 9, 2013 the Board of Trustees held a meeting to consider action on the Application; and,

WHEREAS, on December 9, 2013, the Board of Trustees made factual findings pursuant to Texas Tax Code § 313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; and, (iv) each criterion referenced in Texas Tax Code § 313.025(e) has been met; and,

WHEREAS, on December 9, 2013, the Board of Trustees determined that the Limitation on Appraised Value requested by Applicant, as defined in Section 2.6, below, is consistent with the minimum values set out by Texas Tax Code, §§ 313.022(b) and 313.052, as such Limitation on Appraised Value was computed as of the date of this Agreement; and,

WHEREAS, on December 9, 2013, the Board of Trustees approved the form of this Agreement for a limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I

AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1 Authority

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Texas Tax Code §§ 313.027 and 313.051.

Section 1.2 Term of the Agreement

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below.

The period beginning with the Commencement Date and ending on December 31, 2015 is referred to herein as the "Qualifying Time Period." For the avoidance of doubt, the Limitation on Appraised Value described in Section 2.6 shall not begin until January 1, 2016 and shall not apply during the Qualifying Time Period.

Unless sooner terminated as provided herein, the Limitation on Appraised Value shall terminate on December 31, 2023. Except as otherwise provided herein, this Agreement will terminate in full on the Final Termination Date. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, or (ii) affect the right of a Party to enforce the payment of any amount, including any Tax Credit, to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination.

Except as otherwise provided herein, the Tax Years for which this Agreement is effective are as set forth below, and set forth opposite each such Tax Year are the corresponding year in the term of this Agreement, the date of the Appraised Value determination for such Tax Year, and a summary description of certain provisions of this Agreement corresponding to such Tax Year (it being understood and agreed that such summary descriptions are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement):

Full Tax Year of Agreement	**Date of Appraised Value Determination**	**School Year**	**Tax Year**	**Summary Description of Provisions**
Partial Year (Commencement Date through December 31, 2013)	January 1, 2013	2013-14	2013	Start of Qualifying Time Period beginning with Commencement Date. No limitation on value.
1	January 1, 2014	2014-15	2014	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
2	January 1, 2015	2015-16	2015	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
3	January 1, 2016	2016-17	2016	$ 10 million property value limitation.
4	January 1, 2017	2017-18	2017	$ 10 million property value limitation. Possible tax credit due to Applicant.
5	January 1, 2018	2018-19	2018	$ 10 million property value limitation. Possible tax credit due to Applicant.

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
6	January 1, 2019	2019-20	2019	$ 10 million property value limitation. Possible tax credit due to Applicant.
7	January 1, 2020	2020-21	2020	$ 10 million property value limitation. Possible tax credit due to Applicant.
8	January 1, 2021	2021-22	2021	$ 10 million property value limitation. Possible tax credit due to Applicant.
9	January 1, 2022	2022-23	2022	$ 10 million property value limitation. Possible tax credit due to Applicant.
10	January 1, 2023	2023-24	2023	$ 10 million property value limitation. Possible tax credit due to Applicant.
11	January 1, 2024	2024-25	2024	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
12	January 1, 2025	2025-26	2025	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
13	January 1, 2026	2026-27	2026	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.

Section 1.3 Definitions

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

"*Act*" means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, as amended as it existed on the date of this Agreement.

"*Affiliate*" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition "control" when used with respect to any person or entity means (i) the ownership, directly or indirectly, or fifty percent (50%) or more of the voting securities of such person or

entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

"*Affiliated Group*" means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

"*Aggregate Limit*" means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the course of this Agreement, less any amounts paid by the Applicant to or on behalf of the District under Article IV.

"*Agreement*" means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 8.3.

"*Annual Limit*" means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code § 313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated, pursuant to Texas Education Code § 42.005, by multiplying the District's average daily attendance for that year times $100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement.

"*Applicable School Finance Law*" means Chapters 41 and 42 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the Texas Government Code applicable to the District, and the Constitution and general laws of the State applicable to the independent school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of the Applicant's ad valorem tax obligation to the District, either with or without the limitation of property values made pursuant to this Agreement.

"*Application*" means the Original Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with the District by the Applicant on or about July 8, 2013, which has been certified by the Comptroller's office to collectively constitute a complete final Application as of the date of August 22, 2013. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by Applicant for the purpose of obtaining this Agreement with the District. The term also includes all amendments and supplements thereto submitted by Applicant.

"*Application Date*" shall mean August 22, 2013, the date on which, pursuant to Comptroller's Rule § 9.1055(b)(3), the Comptroller issued written notice to the District and Applicant that the Application was complete.

"*Appraised Value*" shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

"*Commencement Date*" means January 2, 2014, the date upon which the Parties agree that the Qualifying Time Period shall begin. This Agreement provides for a deferral of the commencement of the Qualifying Time Period pursuant to Tax Code § 313.027(h).

"*Comptroller's Rules*" means the applicable rules and regulations of the Comptroller set forth at Chapter 34 Texas Administrative Code, Chapter 9, Subchapter D, together with any court or administrative decisions interpreting same.

"*County*" means Cameron County, Texas.

"*District*" or "*School District*" means the Los Fresnos Consolidated Independent School District, being a duly authorized and operating independent school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant's Qualified Property or the Applicant's Qualified Investment.

"*Final Termination Date*" means December 31, 2026, except for any final payment obligations hereunder.

"*Force Majeure*" means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Applicant, the Applicant's Qualified Property, or the Applicant's Qualified Investment, or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant's Qualified Property or the Applicant's Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained this Agreement shall require the Applicant to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Applicant to ship or failure of carriers to transport electricity from the Applicant's facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents performance.

"*Land*" shall have the meaning assigned to such term in Section 2.2.

"*Maintain Viable Presence*" means after the development and construction of the project described in the Application and in the description of the Applicant's Qualified Investment/Qualified Property as set forth in Section 2.3, below, (i) the operation over the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the maintenance of at least the number of New Jobs required by Chapter 313 of the Texas Tax Code from the time they are created until the Final Termination Date; and (iii) the maintenance of at least the number of Qualifying Jobs set forth in the Application from the time they are created until the Final Termination Date.

"*Maintenance and Operations Revenue*" or "*M&O Revenue*" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code § 45.002 and Article VII § 3 of the Texas Constitution, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the Texas Education Code or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the Texas Education Code.

"*Market Value*" shall have the meaning assigned to such term in Section 1.04(7) of the Texas Tax Code.

"*New Jobs*" means "new jobs" as defined by Comptroller's Rule § 9.1051(14)(C).

"*Qualified Investment*" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"*Qualifying Jobs*" means New Jobs created by Applicant which meet the requirements of Texas Tax Code §§ 313.021(3) and 313.051(b).

"*Qualified Property*" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"*State*" means the State of Texas.

"*Tax Credit*" means the tax credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the District imposes on the Applicant's Qualified Property, as computed under the provisions of Subchapter D of the Act, and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements

under such provisions, including the timely filing of a completed application under Texas Tax Code § 313.103 and the duly adopted administrative rules relating thereto.

"*Tax Year*" shall have the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code (i.e., the calendar year).

"*Taxable Value*" shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

"*Texas Education Agency Rules*" means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313, Texas Tax Code, together with any court or administrative decisions interpreting same.

ARTICLE II

PROPERTY DESCRIPTION

Section 2.1 Location Within a Qualified Reinvestment or Enterprise Zone

The Applicant's Qualified Property and Qualified Investment will be located within an area designated as a reinvestment zone under Chapter 312 of the Texas Tax Code. The legal description of the reinvestment zone is attached to this Agreement as Exhibit 1 and is incorporated herein by reference for all purposes.

Section 2.2 Location of Qualified Property and Qualified Investment

Applicant's Qualified Property will include and be located on, and Applicant's Qualified Investment will be located on, Land described in the legal description that is attached to this Agreement as Exhibit 2 and is incorporated herein by reference for all purposes. The Parties agree that the boundaries of the Land may not be materially changed from the configuration described in Exhibit 2 without each Party's express authorization.

Section 2.3 Description of Qualified Investment and Qualified Property

The Qualified Investment and/or Qualified Property that is subject to the Limitation on Appraised Value is described in Exhibit 3, which is attached hereto and incorporated herein by reference for all purposes. The Applicant's Qualified Investment shall be that property described in Exhibit 3 that is placed in service under the terms of the Application during the Qualifying Time Period. The Applicant's Qualified Property shall be all property described in Exhibit 3, including, but not limited to, the Applicant's Qualified Investment, which: (1) is owned by the Applicant; (2) is first placed in service after the Application Date; and (3) is used in connection with the activities described in the Application. Property which is not specifically described in Exhibit 3 shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Investment or the Applicant's Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code § 313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant's Qualified Property or Qualified Investment for purposes of this Agreement.

Property owned by the Applicant which is not described on Exhibit 3 may not be considered to be Qualified Property unless the Applicant:

(i) submits to the District and the Comptroller a written request to add such property to this Agreement, which request shall include a specific description of the additional property to which the Applicant requests that the Limitation on Appraised Value apply;

(ii) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,

(iii) provides any additional information reasonably requested by the District or the Comptroller that is necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Section 2.4 Applicant's Obligations to Provide Current Inventory of Qualified Property

At the end of the Qualifying Time Period, or at any other time when there is a material change in the Applicant's Qualified Property located on the Land, or upon a reasonable request by the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) comprising the Applicant's Qualified Property to which the Limitation on Appraised Value applies, including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property which is subject to this Agreement.

Section 2.5 Qualifying Use

Applicant will use the Applicant's Qualified Investment and Applicant's Qualified Property described above in Section 2.3 as a renewable energy generation facility. As such, such property will qualify for a Limitation on Appraised Value under Texas Tax Code § 313.024(b)(1).

Section 2.6 Limitation on Appraised Value

So long as the Applicant makes a Qualified Investment in the amount of Ten Million Dollars ($10,000,000.00), or greater, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the following eight (8) Tax Years—2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023—the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

(i) the Market Value of the Applicant's Qualified Property; or

(ii) Ten Million Dollars ($10,000,000.00).

This "Limitation on Appraised Value" is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code § 313.052.

ARTICLE III

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 3.1 Intent of the Parties

Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Texas Tax Code § 313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue as a result of, or on account of, the Parties' entering into this Agreement. Such compensation shall be independent of, and in addition to, all such other payments as are set forth in Article IV. Subject only to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the risk of any negative financial consequence to the District as a result of Applicant's location of Applicant's Qualified Investment and Applicant's Qualified Property in the District and the Parties' entering into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all payments due under Article IV.

Section 3.2 Calculating the Amount of Loss of Revenues by the District

Subject to the provisions of Sections 5.1 and 5.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "Revenue Protection Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The Revenue Protection Amount owed by the Applicant to the District means the Original M&O Revenue minus the New M&O Revenue;

Where:

(i) "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant's Qualified Property and/or the Applicant's Qualified Investment been subject to the ad valorem maintenance and operations tax actually levied for the applicable year.

(ii) "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to such Maintenance and Operations Revenue because of any portion of this Agreement.

In making the calculations required by this Section 3.2:

(i) The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.

(ii) For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment will be presumed to be one hundred percent (100%).

(iii) If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 3.2 results in a negative number, the negative number will be considered to be zero.

(iv) All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, Subsection ii of this Agreement will reflect the Limitation on Appraised Value for such year.

(v) All calculations made under this Section 3.2 shall be made by a methodology which isolates the full M&O Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or any other factors not contained in this Agreement.

Section 3.3 Compensation for Loss of Other Revenues

In addition to the amounts determined pursuant to Section 3.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

(i) to the extent provided in Section 6.3, all non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable tax credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Education Code § 42.2515, or other similar or successor statute;

(ii) all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the Applicant's Qualified Investment that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Applicant's Qualified Investment, provided that the Applicant may contest any such costs certified by the District's external auditor under the provisions of Section 3.8; and,

(iii) any other loss of District revenues which are, or may be, attributable to the payment by the Applicant to or on behalf of any other third party beneficiary.

Section 3.4 Calculations to Be Made by Third Party

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") jointly approved each year by the District and the Applicant. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by the mediator provided in Section 7.9 of this Agreement.

Section 3.5 Data Used for Calculations

The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax rolls submitted to the District pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 3.4. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax rolls or any other changes in student counts, tax collections, or other data.

Section 3.6 Delivery of Calculations

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2, 3.3, Article IV, and/or Section 5.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation and fee for a period of five (5) years after payment. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party pursuant to Section 3.7, if such fee is timely paid.

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LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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CAMERON WIND I, LLC

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Dated

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COUNTY OF CAMERON §

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RECITALS

WHEREAS, on or about July 8, 2013 the Superintendent of Schools of the District (the "Superintendent"), acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, on July 8, 2013, the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from Applicant, and on July 8, 2013, the Superintendent acknowledged receipt of a completed Application and the requisite application fee as established by the District pursuant to Texas Tax Code § 313.025(a)(1) and District Policy CCG (LOCAL); and,

WHEREAS, the Application was delivered to the office of the Texas Comptroller of Public Accounts (hereinafter referred to as the "Comptroller") for review pursuant to Texas Tax Code § 313.025(d); and,

WHEREAS, pursuant to Comptroller's Rule § 9.1054, the Application was delivered for review to the Cameron County Appraisal District (the "Appraisal District"); and,

WHEREAS, pursuant to Comptroller's Rule § 9.1055(b)(3), on August 22, 2013, the Comptroller issued written notice to the District and Applicant that the Application was complete; and,

WHEREAS, the Comptroller reviewed the Application pursuant to Texas Tax Code § 313.025(d), and on November 19, 2013, the Comptroller's Office, via letter, recommended that the Application be approved; and,

WHEREAS, the Comptroller conducted an economic impact evaluation pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, the Board of Trustees has reviewed the economic impact evaluation pursuant to Texas Tax Code § 313.026 and has carefully considered the Comptroller's positive recommendation for the project; and,

WHEREAS, on _____ ____, 2013, the District received written notification, pursuant to Comptroller's Rule § 9.1055(e)(2)(A) that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on November 19, 2013 that the Application be approved; and,

WHEREAS, on December 9, 2013 the Board of Trustees held a meeting to consider action on the Application; and,

WHEREAS, on December 9, 2013, the Board of Trustees made factual findings pursuant to Texas Tax Code § 313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; and, (iv) each criterion referenced in Texas Tax Code § 313.025(e) has been met; and,

WHEREAS, on December 9, 2013, the Board of Trustees determined that the Limitation on Appraised Value requested by Applicant, as defined in Section 2.6, below, is consistent with the minimum values set out by Texas Tax Code, §§ 313.022(b) and 313.052, as such Limitation on Appraised Value was computed as of the date of this Agreement; and,

WHEREAS, on December 9, 2013, the Board of Trustees approved the form of this Agreement for a limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I

AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1 Authority

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Texas Tax Code §§ 313.027 and 313.051.

Section 1.2 Term of the Agreement

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below.

The period beginning with the Commencement Date and ending on December 31, 2015 is referred to herein as the "Qualifying Time Period." For the avoidance of doubt, the Limitation on Appraised Value described in Section 2.6 shall not begin until January 1, 2016 and shall not apply during the Qualifying Time Period.

Unless sooner terminated as provided herein, the Limitation on Appraised Value shall terminate on December 31, 2023. Except as otherwise provided herein, this Agreement will terminate in full on the Final Termination Date. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, or (ii) affect the right of a Party to enforce the payment of any amount, including any Tax Credit, to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination.

Except as otherwise provided herein, the Tax Years for which this Agreement is effective are as set forth below, and set forth opposite each such Tax Year are the corresponding year in the term of this Agreement, the date of the Appraised Value determination for such Tax Year, and a summary description of certain provisions of this Agreement corresponding to such Tax Year (it being understood and agreed that such summary descriptions are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement):

Full Tax Year of Agreement	**Date of Appraised Value Determination**	**School Year**	**Tax Year**	**Summary Description of Provisions**
Partial Year (Commencement Date through December 31, 2013)	January 1, 2013	2013-14	2013	Start of Qualifying Time Period beginning with Commencement Date. No limitation on value.
1	January 1, 2014	2014-15	2014	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
2	January 1, 2015	2015-16	2015	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
3	January 1, 2016	2016-17	2016	$ 10 million property value limitation.
4	January 1, 2017	2017-18	2017	$ 10 million property value limitation. Possible tax credit due to Applicant.
5	January 1, 2018	2018-19	2018	$ 10 million property value limitation. Possible tax credit due to Applicant.

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
6	January 1, 2019	2019-20	2019	$ 10 million property value limitation. Possible tax credit due to Applicant.
7	January 1, 2020	2020-21	2020	$ 10 million property value limitation. Possible tax credit due to Applicant.
8	January 1, 2021	2021-22	2021	$ 10 million property value limitation. Possible tax credit due to Applicant.
9	January 1, 2022	2022-23	2022	$ 10 million property value limitation. Possible tax credit due to Applicant.
10	January 1, 2023	2023-24	2023	$ 10 million property value limitation. Possible tax credit due to Applicant.
11	January 1, 2024	2024-25	2024	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
12	January 1, 2025	2025-26	2025	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
13	January 1, 2026	2026-27	2026	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.

Section 1.3 Definitions

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

"*Act*" means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, as amended as it existed on the date of this Agreement.

"*Affiliate*" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition "control" when used with respect to any person or entity means (i) the ownership, directly or indirectly, or fifty percent (50%) or more of the voting securities of such person or

entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

"*Affiliated Group*" means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

"*Aggregate Limit*" means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the course of this Agreement, less any amounts paid by the Applicant to or on behalf of the District under Article IV.

"*Agreement*" means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 8.3.

"*Annual Limit*" means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code § 313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated, pursuant to Texas Education Code § 42.005, by multiplying the District's average daily attendance for that year times $100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement.

"*Applicable School Finance Law*" means Chapters 41 and 42 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the Texas Government Code applicable to the District, and the Constitution and general laws of the State applicable to the independent school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of the Applicant's ad valorem tax obligation to the District, either with or without the limitation of property values made pursuant to this Agreement.

"*Application*" means the Original Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with the District by the Applicant on or about July 8, 2013, which has been certified by the Comptroller's office to collectively constitute a complete final Application as of the date of August 22, 2013. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by Applicant for the purpose of obtaining this Agreement with the District. The term also includes all amendments and supplements thereto submitted by Applicant.

"*Application Date*" shall mean August 22, 2013, the date on which, pursuant to Comptroller's Rule § 9.1055(b)(3), the Comptroller issued written notice to the District and Applicant that the Application was complete.

"*Appraised Value*" shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

"*Commencement Date*" means January 2, 2014, the date upon which the Parties agree that the Qualifying Time Period shall begin. This Agreement provides for a deferral of the commencement of the Qualifying Time Period pursuant to Tax Code § 313.027(h).

"*Comptroller's Rules*" means the applicable rules and regulations of the Comptroller set forth at Chapter 34 Texas Administrative Code, Chapter 9, Subchapter D, together with any court or administrative decisions interpreting same.

"*County*" means Cameron County, Texas.

"*District*" or "*School District*" means the Los Fresnos Consolidated Independent School District, being a duly authorized and operating independent school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant's Qualified Property or the Applicant's Qualified Investment.

"*Final Termination Date*" means December 31, 2026, except for any final payment obligations hereunder.

"*Force Majeure*" means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Applicant, the Applicant's Qualified Property, or the Applicant's Qualified Investment, or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant's Qualified Property or the Applicant's Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained this Agreement shall require the Applicant to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Applicant to ship or failure of carriers to transport electricity from the Applicant's facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents performance.

"*Land*" shall have the meaning assigned to such term in Section 2.2.

"*Maintain Viable Presence*" means after the development and construction of the project described in the Application and in the description of the Applicant's Qualified Investment/Qualified Property as set forth in Section 2.3, below, (i) the operation over the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the maintenance of at least the number of New Jobs required by Chapter 313 of the Texas Tax Code from the time they are created until the Final Termination Date; and (iii) the maintenance of at least the number of Qualifying Jobs set forth in the Application from the time they are created until the Final Termination Date.

"*Maintenance and Operations Revenue*" or "*M&O Revenue*" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code § 45.002 and Article VII § 3 of the Texas Constitution, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the Texas Education Code or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the Texas Education Code.

"*Market Value*" shall have the meaning assigned to such term in Section 1.04(7) of the Texas Tax Code.

"*New Jobs*" means "new jobs" as defined by Comptroller's Rule § 9.1051(14)(C).

"*Qualified Investment*" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"*Qualifying Jobs*" means New Jobs created by Applicant which meet the requirements of Texas Tax Code §§ 313.021(3) and 313.051(b).

"*Qualified Property*" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"*State*" means the State of Texas.

"*Tax Credit*" means the tax credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the District imposes on the Applicant's Qualified Property, as computed under the provisions of Subchapter D of the Act, and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements

under such provisions, including the timely filing of a completed application under Texas Tax Code § 313.103 and the duly adopted administrative rules relating thereto.

"*Tax Year*" shall have the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code (i.e., the calendar year).

"*Taxable Value*" shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

"*Texas Education Agency Rules*" means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313, Texas Tax Code, together with any court or administrative decisions interpreting same.

ARTICLE II

PROPERTY DESCRIPTION

Section 2.1 Location Within a Qualified Reinvestment or Enterprise Zone

The Applicant's Qualified Property and Qualified Investment will be located within an area designated as a reinvestment zone under Chapter 312 of the Texas Tax Code. The legal description of the reinvestment zone is attached to this Agreement as Exhibit 1 and is incorporated herein by reference for all purposes.

Section 2.2 Location of Qualified Property and Qualified Investment

Applicant's Qualified Property will include and be located on, and Applicant's Qualified Investment will be located on, Land described in the legal description that is attached to this Agreement as Exhibit 2 and is incorporated herein by reference for all purposes. The Parties agree that the boundaries of the Land may not be materially changed from the configuration described in Exhibit 2 without each Party's express authorization.

Section 2.3 Description of Qualified Investment and Qualified Property

The Qualified Investment and/or Qualified Property that is subject to the Limitation on Appraised Value is described in Exhibit 3, which is attached hereto and incorporated herein by reference for all purposes. The Applicant's Qualified Investment shall be that property described in Exhibit 3 that is placed in service under the terms of the Application during the Qualifying Time Period. The Applicant's Qualified Property shall be all property described in Exhibit 3, including, but not limited to, the Applicant's Qualified Investment, which: (1) is owned by the Applicant; (2) is first placed in service after the Application Date; and (3) is used in connection with the activities described in the Application. Property which is not specifically described in Exhibit 3 shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Investment or the Applicant's Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code § 313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant's Qualified Property or Qualified Investment for purposes of this Agreement.

Property owned by the Applicant which is not described on Exhibit 3 may not be considered to be Qualified Property unless the Applicant:

(i) submits to the District and the Comptroller a written request to add such property to this Agreement, which request shall include a specific description of the additional property to which the Applicant requests that the Limitation on Appraised Value apply;

(ii) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,

(iii) provides any additional information reasonably requested by the District or the Comptroller that is necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Section 2.4 Applicant's Obligations to Provide Current Inventory of Qualified Property

At the end of the Qualifying Time Period, or at any other time when there is a material change in the Applicant's Qualified Property located on the Land, or upon a reasonable request by the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) comprising the Applicant's Qualified Property to which the Limitation on Appraised Value applies, including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property which is subject to this Agreement.

Section 2.5 Qualifying Use

Applicant will use the Applicant's Qualified Investment and Applicant's Qualified Property described above in Section 2.3 as a renewable energy generation facility. As such, such property will qualify for a Limitation on Appraised Value under Texas Tax Code § 313.024(b)(1).

Section 2.6 Limitation on Appraised Value

So long as the Applicant makes a Qualified Investment in the amount of Ten Million Dollars ($10,000,000.00), or greater, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the following eight (8) Tax Years—2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023—the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

(i) the Market Value of the Applicant's Qualified Property; or

(ii) Ten Million Dollars ($10,000,000.00).

This "Limitation on Appraised Value" is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code § 313.052.

ARTICLE III

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 3.1 Intent of the Parties

Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Texas Tax Code § 313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue as a result of, or on account of, the Parties' entering into this Agreement. Such compensation shall be independent of, and in addition to, all such other payments as are set forth in Article IV. Subject only to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the risk of any negative financial consequence to the District as a result of Applicant's location of Applicant's Qualified Investment and Applicant's Qualified Property in the District and the Parties' entering into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all payments due under Article IV.

Section 3.2 Calculating the Amount of Loss of Revenues by the District

Subject to the provisions of Sections 5.1 and 5.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "Revenue Protection Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The Revenue Protection Amount owed by the Applicant to the District means the Original M&O Revenue minus the New M&O Revenue;

Where:

(i) "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant's Qualified Property and/or the Applicant's Qualified Investment been subject to the ad valorem maintenance and operations tax actually levied for the applicable year.

(ii) "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to such Maintenance and Operations Revenue because of any portion of this Agreement.

In making the calculations required by this Section 3.2:

(i) The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.

(ii) For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment will be presumed to be one hundred percent (100%).

(iii) If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 3.2 results in a negative number, the negative number will be considered to be zero.

(iv) All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, Subsection ii of this Agreement will reflect the Limitation on Appraised Value for such year.

(v) All calculations made under this Section 3.2 shall be made by a methodology which isolates the full M&O Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or any other factors not contained in this Agreement.

Section 3.3 Compensation for Loss of Other Revenues

In addition to the amounts determined pursuant to Section 3.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

(i) to the extent provided in Section 6.3, all non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable tax credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Education Code § 42.2515, or other similar or successor statute;

(ii) all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the Applicant's Qualified Investment that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Applicant's Qualified Investment, provided that the Applicant may contest any such costs certified by the District's external auditor under the provisions of Section 3.8; and,

(iii) any other loss of District revenues which are, or may be, attributable to the payment by the Applicant to or on behalf of any other third party beneficiary.

Section 3.4 Calculations to Be Made by Third Party

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") jointly approved each year by the District and the Applicant. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by the mediator provided in Section 7.9 of this Agreement.

Section 3.5 Data Used for Calculations

The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax rolls submitted to the District pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 3.4. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax rolls or any other changes in student counts, tax collections, or other data.

Section 3.6 Delivery of Calculations

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2, 3.3, Article IV, and/or Section 5.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation and fee for a period of five (5) years after payment. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party pursuant to Section 3.7, if such fee is timely paid.

Section 3.7 Payment by Applicant

The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 3.6, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or tax credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of any expenses under this Section 3.7 and Section 3.6, above, in excess of Ten Thousand Dollars ($10,000.00).

Section 3.8 Resolution of Disputes

Should the Applicant disagree with the certification prepared pursuant to Section 3.3(ii) or Section 3.6, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District's Board of Trustees, in writing, within thirty (30) days of the final determination of certification containing the calculations.

Section 3.9 Effect of Property Value Appeal or Other Adjustment

If at the time the Third Party selected under Section 3.4 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District.

If as a result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 3.10 Effect of Statutory Changes

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 5.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory

change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District, up to the Revenue Protection Amount limit set forth in Section 5.1, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the Revenue Protection Amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

ARTICLE IV

SUPPLEMENTAL PAYMENTS

Section 4.1 Supplemental Payments

In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article III, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the "Supplemental Payments" set forth in this Article IV.

(i) Amounts Exclusive of Indemnity Amounts

It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article IV is separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to the limitations contained in Section 5.1.

(ii) Adherence to Statutory Limits on Supplemental Payments

It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article IV, shall not exceed the limit imposed by the provisions of Texas Tax Code § 313.027(i), as such limit is allowed or required to be increased by the Legislature in a future year of this Agreement.

(iii) Explicit Identification of Payments to District

The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement.

Section 4.2 Stipulated Supplemental Payment Amount - Subject to Annual Limit

On or before January 31, 2015 (the payment due date for Tax Year 2014), and continuing thereafter on or before the January 31 of each of the twelve (12) years thereafter (i.e., through January 31, 2027, the payment due date for Tax Year 2026), the Applicant shall make a

January 31, 2027, the payment due date for Tax Year 2026), the Applicant shall make a Supplemental Payment to the District in an amount equal to the lesser of the following:

(i) the Annual Limit; or,

(ii) to the extent permitted by then-current law, the Applicant's "Stipulated Supplemental Payment Amount" as defined in Section 4.3.

Section 4.3 Annual Calculation of Stipulated Supplemental Payment Amount

The Parties agree that for each Tax Year described in Section 4.2, the Applicant's Stipulated Supplemental Payment Amount will be calculated in accordance with the following formula:

The Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year);

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year);

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year;

Plus,

Any Tax Credit received by the Applicant with respect to such Tax Year;

Minus,

Any amounts previously paid to the District under Article III;

Multiplied by,

The number 0.45;

Minus,

Any amounts previously paid to the District under Sections 4.2 and 4.3 with respect to such Tax Year.

If, for any Tax Year during the term of this Agreement the payment of the Applicant's Stipulated Supplemental Payment Amount, calculated under Sections 4.2 and 4.3, above, for such Tax Year, exceeds the Aggregate Limit for that Tax Year, the difference between the Applicant's Stipulated Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall not be payable to the District in such Tax year and shall instead be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, and to

the extent not limited by the Aggregate Limit in any subsequent Tax Year during the term of this Agreement, shall be paid to the District.

Any of the Applicant's Stipulated Supplemental Payment Amount, which cannot be paid to the District prior to the end of Tax Year Thirteen (Tax Year 2026), because such payment would exceed the Aggregate Limit, will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party described in Section 3.4, above, shall adjust the Applicant's Stipulated Supplemental Payment Amount calculation to reflect such changes in the data.

Section 4.4 Procedures for Supplemental Payment Calculations

(i) All calculations required by this Article IV shall be made by the Third Party selected pursuant to Section 3.4.

(ii) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 3.6.

(iii) The payment of all amounts due under this Article shall be made at the time set forth in Section 3.7.

ARTICLE V

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 5.1 Annual Limitation After First Three Years

Notwithstanding anything contained in this Agreement to the contrary, and with respect only to Tax Years 2014 through 2023 inclusive, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles III and IV with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Sections 3.4 and 3.6, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles III and IV shall be reduced until such excess is eliminated.

Section 5.2 Option to Cancel Agreement

In the event that any payment otherwise due from the Applicant to the District under Article III and/or Article IV with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 5.1 above, then the Applicant shall have the option to terminate this

Agreement. The Applicant may exercise such option to cancel this Agreement by notifying the District of its election in writing not later than the July 31 of the year next following the Tax Year with respect to which a reduction under Section 5.1 is applicable. Any cancellation of this Agreement under the foregoing provisions of this Section 5.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred. In addition to the foregoing, in the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, during the Qualifying Time Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. Any termination of this Agreement under the immediately preceding sentence shall be effective immediately prior to the beginning of the Tax Year immediately following the Tax Year during which such notification is delivered to the District. Upon any termination this Agreement under this Section 5.2, this Agreement shall terminate and be of no further force or effect; provided, however, that the Parties' respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged.

ARTICLE VI

TAX CREDITS

Section 6.1 Applicant's Entitlement to Tax Credits

The Applicant shall be entitled to Tax Credits from the District under and in accordance with the provisions of Subchapter D of the Act and the Comptroller's Rules, provided that the Applicant complies with the requirements under such provisions, including the filing of a completed application under Section 313.103 of the Texas Tax Code and the Comptroller's Rules.

Section 6.2 District's Obligations with Respect to Tax Credits

The District shall timely comply and shall cause the District's collector of taxes to timely comply with their obligations under Subchapter D of the Act and the Comptroller's Rules, including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code, and the Comptroller's Rules and/or the Texas Education Agency's rules.

Section 6.3 Compensation for Loss of Tax Credit Protection Revenues

If after the Applicant has actually received the benefit of a Tax Credit under Section 6.1, the District does not receive aid from the State pursuant to Texas Education Code § 42.2515 or other similar or successor statute with respect to all or any portion of such Tax Credit for reasons other than the District's failure to comply with the requirements for obtaining such aid, then the District shall notify the Applicant in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicant shall pay to the District the amount of such Tax Credit for which the District did not receive such aid within thirty (30) calendar days after receipt of such notice, and such payment shall be subject to the same

provisions for late payment as are set forth in Section 7.4 and 7.5. If the District receives aid from the State for all or any portion of a Tax Credit with respect to which the Applicant has made a payment to the District under this Section 6.3, then the District shall pay to the Applicant the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

ARTICLE VII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 7.1 Data Requests

During the term of this Agreement, and upon the written request of one Party or by the Comptroller (the "Requesting Party"), the other Party shall provide the Requesting Party with all information reasonably necessary for the Requesting Party to determine whether the other Party is in compliance with its obligations, including any employment obligations which may arise under this Agreement. The Applicant shall allow authorized employees of the District, the Comptroller, and/or the Appraisal District to have access to the Applicant's Qualified Property and/or business records, in accordance with Texas Tax Code § 22.07, during the term of this Agreement, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property and any other tangible property on the premises. All inspections will be made at a mutually agreeable time after the giving of not less than five (5) business days prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the respective Appraisal District with any technical or business information that is private personnel data, proprietary, a trade secret or confidential in nature, or subject to a confidentiality agreement with any third party.

Section 7.2 Reports to Other Governmental Agencies

The Applicant shall timely make any and all reports that are or may be required under the provisions of law or administrative regulation, including but not limited to the annual report or certifications that may be required to be submitted by the Applicant to the Comptroller under the provisions or Texas Tax Code § 313.032. The Applicant shall forward a copy of all such required reports or certifications to the District contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation under this Agreement.

Section 7.3 Applicant's Obligation to Maintain Viable Presence

By entering into this Agreement, the Applicant warrants that:

(i) it will abide by all of the terms of this Agreement;

(ii) it will Maintain Viable Presence in the District through the Final Termination Date; provided, however, that notwithstanding anything

contained in this Agreement to the contrary, the Applicant shall not be in breach of this Agreement, and shall not be subject to any liability for failure to Maintain Viable Presence, to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure; and,

(iii) it will meet minimum eligibility requirements under Tax Code, Chapter 313 through the Final Termination Date.

Section 7.4 Consequences of Early Termination or Material Breach by Applicant

In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 5.2, or in the event that the Applicant commits a Material Breach, after the notice and cure period provided by Section 7.8 and any dispute resolution conducted pursuant to Section 7.9, then the District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 7.5, on that recaptured ad valorem tax revenue. Applicant shall satisfy this recapture obligation by making a payment of liquidated damages, as prescribed by Comptroller's Rule § 9.1054(h)(11)(A), equal to the sum of the amounts derived by applying the calculations below to each Tax Year with respect to which Applicant received a Limitation on Appraised Value:

The Market Value of Applicant's Qualified Property for such Tax Year;

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement;

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year;

Plus,

Penalties and interest on the amount derived under the preceding calculations for such Tax Year, calculated in accordance with Section 7.5.

Minus,

Any amounts previously paid to the District under Article III or Article IV with respect to such Tax Year.

Upon payment of such liquidated damages, Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

Section 7.5 Calculation of Penalty and Interest

For purposes of Section 7.4, the District shall calculate penalty or interest for a Tax Year in accordance with the methodology set forth in Chapter 33 of the Texas Tax Code, as if the amount calculated for such Tax Year had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with

the methodology set forth in Texas Tax Code § 33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code § 33.01(c), or its successor statute.

Section 7.6 Material Breach of Agreement

The Applicant shall be in "Material Breach" of this Agreement if it commits one or more of the following acts or omissions:

(i) Applicant is determined to have made inaccurate material representations of fact in the submission of its Application.

(ii) Applicant fails to Maintain Viable Presence in the District, as required by Section 7.3 of this Agreement, through the Final Termination Date.

(iii) Applicant fails to make any payment required under Articles III or IV of this Agreement on or before its due date.

(iv) Applicant fails to create and maintain at least the number of New Jobs and Qualifying Jobs required by Texas Tax Code, Chapter 313.

(v) Applicant fails to create and maintain at least the number of Qualifying Jobs to which Applicant committed in the Application no later than the last day of the tax year specified in the Application.

(vi) Applicant makes any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement, in excess of the amounts set forth in Articles III and IV, above. Voluntary donations made by the Applicant to the District after the date of execution of this Agreement, and not mandated by this Agreement or made in recognition of consideration for this Agreement are not barred by this provision.

(vii) Applicant fails to comply in any material respect with any other term of this Agreement, or Applicant fails to meet its obligations under the applicable Comptroller's Rules, and under the Act.

Section 7.7 Limited Statutory Cure of Material Breach

In accordance with the provisions of Texas Tax Code § 313.0275, for any full Tax Year with respect to which Applicant received a Limitation on Appraised Value, the Applicant may cure a Material Breach of this Agreement described in Sections 7.6(iv) or (v), above, without the termination of the remaining term of this Agreement. In order to cure any such non-compliance with Sections 7.6(iv) or (v) for such Tax Year, the Applicant may make the liquidated damages payment required by Texas Tax Code § 313.0275(b), in accordance with the provisions of Texas Tax Code § 313.0275(c). Such payment shall be calculated by applying the calculations set forth in Section 7.4 with respect to such Tax Year.

Section 7.8 Determination of Material Breach and Termination of Agreement

Prior to making a determination under Section 7.6 that the Applicant is in Material Breach of this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the Material Breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that a Material Breach of this Agreement has not occurred and/or that it has cured or undertaken to cure any such Material Breach.

If the Board of Trustees is not satisfied with such response and/or that such Material Breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such Material Breach has occurred and, if so, whether such Material Breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to whether or not a Material Breach of this Agreement has occurred, the date such Material Breach occurred, if any, and whether or not any such Material Breach has been cured. In the event that the Board of Trustees determines that such a Material Breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 7.4 and the amount of any penalty and/or interest under Section 7.5 that are owed to the District.

After making its determination regarding any alleged Material Breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination").

Section 7.9 Dispute Resolution

After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, the Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant's receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Cameron County, Texas. The Parties agree to sign a document that designates the mediator and the mediation will be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation. The ninety (90) day period prescribed above for disputing a Determination of Breach and Notice of Contract Termination shall toll, and shall not be considered for any purpose as continuing to run, during the mediation.

In the event that any mediation is not successful in resolving the dispute, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement. Any such action shall be initiated in District Court in Cameron County, Texas, and the ninety (90) day period prescribed above for disputing a Determination of Breach and Notice of Contract Termination shall toll, and shall not be considered for any purpose as continuing to run, until a final decision has been entered and all appeals have been exhausted.

If payment is not received before the expiration of such ninety (90) day period (taking into account any tolling of such period), the District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Texas Tax Code Chapter 33, Subchapters B and C, for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Texas Tax Code § 6.30, and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Texas Tax Code § 33.07 to secure payment of such fees.

Section 7.10 Limitation of Other Damages

Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Sections 7.4 and 7.5 above. The District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

The Parties further agree that the limitation of damages and remedies set forth in this Section 7.10 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 7.11 Binding on Successors

In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Information and Notices

Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United

States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with "answer back" or other "advice of receipt" obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

Notices to the District shall be addressed to the District's Authorized Representative as follows:

Gonzalo Salazar, Superintendent
Los Fresnos Consolidated Independent School District
600 N. Mesquite Street
Los Fresnos, Texas 78566
Fax: 956-233-3599
E-mail: gsalazar@lfcisd.net

or at such other address or to such other facsimile transmission number and to the attention of such other person as the District may designate by written notice to the Applicant.

Notices to the Applicant shall be addressed to:

Mark Goodwin
Apex Clean Energy Holdings, LLC
310 4th Street N.E., Suite 200
Charlottesville, Virginia 22902
Fax: 434-220-3712
Email: mark.goodwin@apexcleanenergy.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as the Applicant may designate by written notice to the District.

Section 8.2 Termination of Agreement

In the event that the Applicant fails to make a Qualified Investment in the amount of Ten Million Dollars ($10,000,000.00), or greater, during the Qualifying Time Period, this Agreement shall become null and void on the last day of the Qualifying Time Period.

Section 8.3 Amendments to Agreement; Waivers

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement. By official action of the Board of Trustees, this Agreement may be amended to include, in the Applicant's Qualified Investment and/or Applicant's Qualified Property, additional or replacement Qualified Property not specified in Exhibit 3, provided that the Applicant reports to the District, the

Comptroller, and the Appraisal District, in the same format, style, and presentation as the Application, all relevant investment, value, and employment information that is related to the additional or replacement property. Any amendment of this Agreement adding additional or replacement Qualified Property pursuant to this Section 8.3 shall (1) require that all property added by amendment be eligible property as defined by Tax Code, § 313.024; (2) clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and (3) define minimum eligibility requirements for the recipient of limited value. This Agreement may not be amended to extend the value limitation time period beyond its eight year statutory term.

Section 8.4 Assignment

The Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant's Qualified Property and/or the Applicant's Qualified Investment or collaterally assign the Agreement or any portion of this Agreement to any party or entity providing financing to the Applicant or its Affiliate, provided that the Applicant shall provide written notice of such assignment to the District. Upon such assignment, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement with respect to the transferred or leased Qualified Property and/or Qualified Investment. A recipient of limited value under Tax Code, Chapter 313 shall notify immediately the District, the Comptroller, and the Appraisal District in writing of any change in address or other contact information for the owner of the property subject to the limitation agreement for the purposes of Tax Code § 313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

Section 8.5 Merger

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 8.6 Maintenance of County Appraisal District Records

When appraising the Applicant's Qualified Property and the Applicant's Qualified investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

Section 8.7 Governing Law

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Cameron County, Texas.

Section 8.8 Authority to Execute Agreement

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 8.9 Severability

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 8.9, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 8.10 Payment of Expenses

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 8.11 Interpretation

When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase "but not limited to." Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

Section 8.12 Execution of Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 8.13 Accuracy of Representations Contained in Application

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. The Applicant warrants that all material representation, information, and facts contained in the Application are true and correct. The parties further agree that the Application and all the attachments thereto are included by reference into this Agreement as if set forth herein in full.

In the event that the Board of Trustees makes a written determination that the Application was either incomplete or inaccurate as to any material representation, information, or fact, then subject to the procedures required by Sections 7.8 and 7.9, this Agreement shall be invalid and void except for the enforcement of the provisions required by Comptroller's Rule § 9.1053(f)(2)(K).

Section 8.14 Publication of Documents

The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; the approved and executed copy of this Agreement or any amendment thereto; and each application requesting tax credits under Texas Tax Code § 313.103, as follows:

(i) Within seven (7) days of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website.

(ii) The District shall provide on its website a link to the location of those documents posted on the Comptroller's website.

(iii) This Section 8.14 does not require the publication of information that is confidential under Texas Tax Code § 313.028.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 9th day of December, 2013.

CAMERON WIND I, LLC
By: Apex Clean Energy Holdings, LLC
Its: Manager

By: _____

Name: _____
Title: _____

LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Sandra Garcia, President, Board of Trustees

ATTEST:

By: _____
Ruben R. Trevino, Secretary, Board of Trustees

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 9th day of December, 2013.

CAMERON WIND I, LLC
By: Apex Clean Energy Holdings, LLC
Its: Manager

By: _____

Name: Mark Goodwin
Title: President

LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Sandra Garcia, President, Board of Trustees

ATTEST:

By: _____
Ruben R. Treviño, Secretary, Board of Trustees

Exhibit 1
Description of Qualified Reinvestment Zone

The Cameron Wind Reinvestment Zone No. 1 was originally created on May 13, 2013 by action of the Board of Trustees of the Los Fresnos CISD. A map of the Cameron Wind Reinvestment Zone is attached as the second page of this Exhibit 1.

More specifically, the Cameron Wind Reinvestment Zone contains the following property and tracks:

EXHIBIT CONTINUED ON NEXT PAGE FOLLOWING MAP

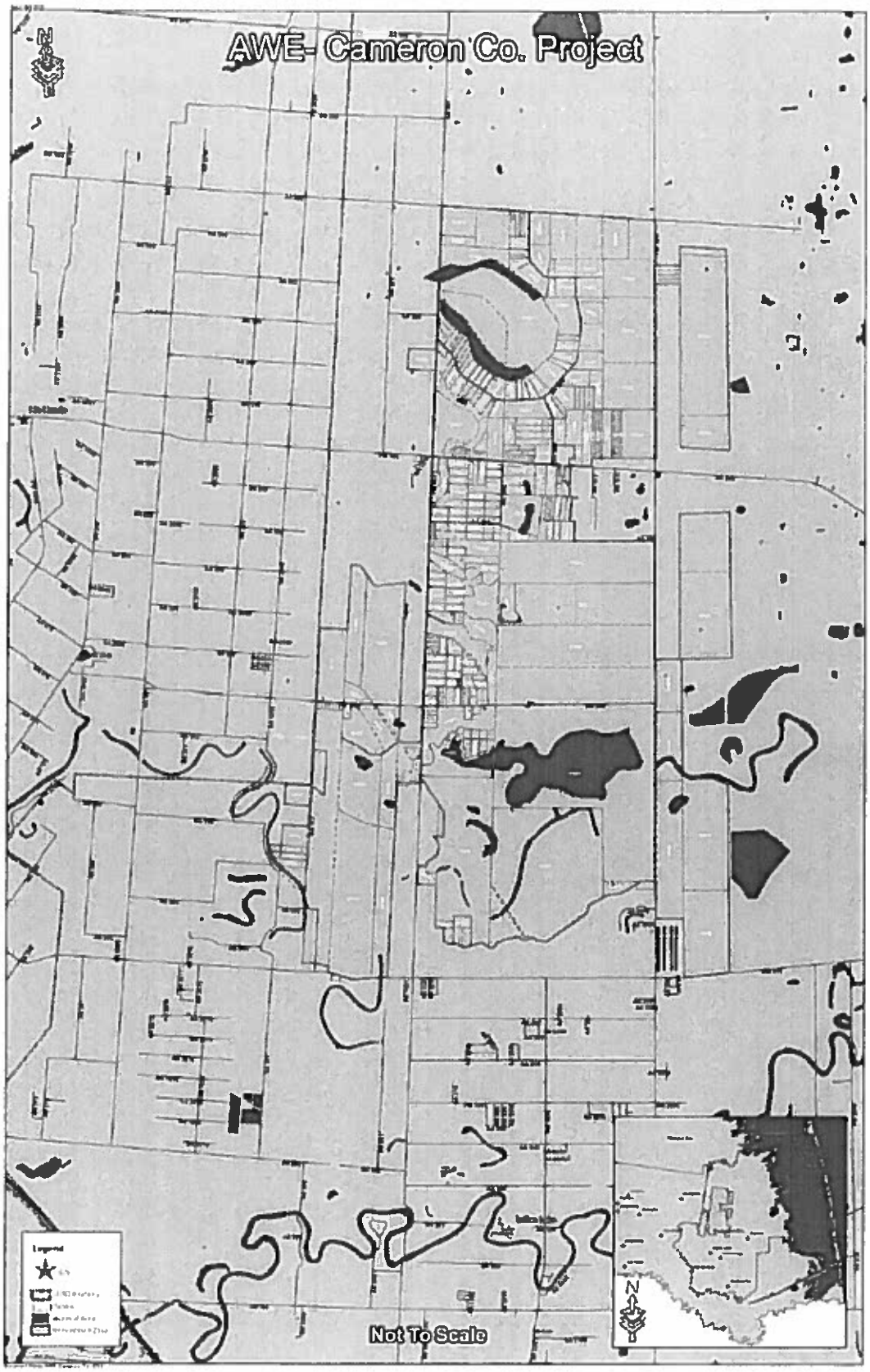
AWE- Cameron Co. Project
Not To Scale

Exhibit A
Legal Description of Reinvestment Zone
Containing Proposed Project

	A	B	C	D
1	Prop_ID	GED_ID	owner_name	legal_desc
2	119288	73-2110-0010-0010-00	JARAMILLO NADIA REBECCA	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 2.01 ACRES OUT OF 7.3300 ACRES
3	119288	73-2110-0010-0010-00	JARAMILLO NADIA REBECCA	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 2.01 ACRES OUT OF 7.3300 ACRES
4	119289	73-2110-0010-0011-00	JUAREZ JOSE M ET UX ESTATE OF	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 0.470 ACRE
5	119292	73-2110-0010-0100-00	GARZA ESTELA V	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 0.2500 ACRES
6	119296	73-2110-0020-0000-00	SIMPSON B J	BLK 2 ARROYO GARDENS UNIT 1 SUBDIVISION 18.48 AC
7	119298	73-2110-0030-0000-00	GARCIA LINDA CORREA	BLK 3,6 & 9 ARROYO GARDENS UNIT 1 SUBDIVISION W 0.520 AC OUT OF 1.00 AC OF W 9.50 ACRES
8	119299	73-2110-0030-0000-10	SIMPSON BILLIE MACK	BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION 8.97 ACRES OUT OF 9.50 ACRES
9	119300	73-2110-0030-0010-00	TEDFORD ANGELA A	BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION 1.00 ACRE
10	119301	73-2110-0030-0100-00	SIMPSON BILLIE MACK ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLKS 3-6-9 E10W20.5', 10.0000 ACS
11	119302	73-2110-0030-0200-00	SIMPSON BILLIE MACK	ABST2 - ARROYO GARDENS UNIT 1 BLKS 3-6-9 E, 18.6800 ACRES
12	119303	73-2110-0040-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 4, 1.0000 ACRES
13	119304	73-2110-0040-0000-10	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 4, 11.4900 ACRES
14	119305	73-2110-0050-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 5, 12.1500 ACRES
15	119306	73-2110-0070-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 7, 14.8200 ACRES
16	119307	73-2110-0080-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 8, 13.8100 ACRES
17	119308	73-2110-0100-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 10-11-12, 37.0700 ACRES
18	119309	73-2110-0130-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 13-14, 27.4700 ACRES
19	119310	73-2110-0150-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 15, 12.6300 ACRES
20	119311	73-2110-0160-0001-00	SIMPSON BILLIE D	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 1.0000 ACRES
21	119312	73-2110-0160-0001-10	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 10.7670 ACRES
22	119313	73-2110-0160-0002-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 0.5330 ACRES
23	119314	73-2110-0170-0000-00	SIMPSON BILLY M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 17, 1.0000 ACRES
24	119315	73-2110-0170-0000-10	SIMPSON BILLY M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 17, 11.3300 ACRES
25	119316	73-2110-0180-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 18, 12.6300 ACRES
26	119317	73-2110-0190-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLKS 19-20, 27.6900 ACRES
27	119318	73-2110-0200-0020-00	CUEVAS ADELAIDA	ABST2 - ARROYO GARDENS UNIT 1 BLOCK 20, ACRES .625

	A	B	C	D
28	119320	73-2110-0200-0022-00	CUEVAS EUGENIO	ABST2 - ARROYO GARDENS UNIT 1 BLK 20, ACRES .625
29	119321	73-2110-0210-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 21, 13.2000 ACRES
30	119322	73-2110-0220-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 22, 13.0900 ACRES
31	119323	73-2110-0230-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 23, 12.6300 ACRES
32	119324	73-2110-0240-0000-00	SIMPSON BILLY M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 24, 12.3800 ACRES
33	119325	73-2110-0250-0010-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 25 W, 7.2000 ACRES
34	119326	73-2110-0250-0020-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 BLK 25 E, 5.2300 ACRES
35	119327	73-2110-0260-0010-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 26 W, 7.5000 ACRES
36	119328	73-2110-0260-0020-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 26 E, 5.1300 ACRES
37	119329	73-2110-0270-0000-00	PAWLIK WILFRED & PAWLIK WILL	ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27,29,30 & BLKS 27,29,30,35 & 36
38	119329	73-2110-0270-0000-00	PAWLIK WILFRED & PAWLIK WILL	ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27,29,30 & BLKS 27,29,30,35 & 36
39	119329	73-2110-0270-0000-00	PAWLIK WILFRED & PAWLIK WILL	ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27,29,30 & BLKS 27,29,30,35 & 36
40	119330	73-2110-0280-0000-00	ARGULLIN AARON A & CANDICE L	ABST2 - ARROYO GARDENS UNIT 1 BLK 28, 13.2000 ACRES
41	119332	73-2110-0310-0010-00	GODOY GERARDO	ABST2 - ARROYO GARDENS UNIT 1 BLK 31, 12.6300 ACRES
42	119333	73-2110-0320-0010-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 BLK 32 W, 7.2000 ACRES
43	119334	73-2110-0320-0020-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 BLK 32 E, 5.2700 ACRES
44	119335	73-2110-0330-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 33 W, 6.2500 ACRES
45	119336	73-2110-0330-0100-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 33 E, 6.2700 ACRES
46	119337	73-2110-0340-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 34, 12.6300 ACRES
47	119338	73-2110-0370-0000-00	PEREIRA FRANCISCO F	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N, 1.0000 ACRES
48	119339	73-2110-0370-0000-10	PEREIRA FRANCISCO F	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N, 5.6000 ACRES
49	119340	73-2110-0370-0100-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S, 1.0000 ACRES
50	119341	73-2110-0370-0100-10	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S, 5.6600 ACRES

	A	B	C	D
51	119342	73-2110-0380-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 38-39-40-41-42, 63.5200 ACS
52	119343	73-2110-0430-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 43, 13.0900 ACRES
53	119344	73-2110-0440-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 44, 13.1700 ACRES
54	119345	73-2110-0450-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 45-46-47,39.9200 ACRES
55	119346	73-2110-0480-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 48-49, 23.7900 ACRES
56	119347	73-2110-0500-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 50, 9.9000 ACRES
57	119348	73-2110-0510-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 51, 13.2000 ACRES
58	119349	73-2110-0520-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 52 N, 10.0000 ACRES
59	119350	73-2110-0520-0100-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 52 S, 3.2000 ACRES
60	119351	73-2110-0530-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 53-54-55,32.2100 ACRES
61	119352	73-2110-0560-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 56, 16.1200 ACRES
62	119353	73-2110-0570-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 57-58, 21.4000 ACRES
63	119354	73-2110-0590-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 59-60, 26.4000 ACRES
64	119355	73-2110-0610-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 61, 13.2000 ACRES
65	119356	73-2110-0620-0000-00	WATERS DONALD BURL	BLK 62 ARROYO GARDENS UNIT 1 SUBDIVISION 13.20 ACRES (PARCEL 7)
66	119357	73-2110-0630-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 63, 13.2000 ACRES
67	119358	73-2110-0640-0000-00	WATERS DONALD BURL	BLK 64 ARROYO GARDENS UNIT 1 SUBDIVISION 45' STRIP A LONG SOUTHERLY LINE BLK 64, Undivided Interest 50.0000000000%
68	119359	73-2110-0640-0100-00	WATERS DONALD BRUCE & KAREN K	ABST2 - ARROYO GARDENS UNIT 1 BLK 64 & 65, 1.00 OUT OF 22.580 AC
69	119361	73-2110-0640-0100-10	WATERS DONALD BRUCE & KAREN K	ABST2 - ARROYO GARDENS UNIT 1 BLK 64 & 65 21.580 AC OUT OF 22.580 ACRES
70	119362	73-2110-0660-0000-00	WATERS DONALD BURL	BLK 66 ARROYO GARDENS UNIT 1 SUBDIVISION 10.520 ACRES, Undivided Interest 50.0000000000%
71	119363	73-2110-0670-0000-00	WATERS DONALD BURL	BLK 67, 68, 69, & 70 ARROYO GARDENS UNIT 1 SUBDIVISION 65.840 ACRES (PARCEL 8)
72	119364	73-2110-0710-0010-00	VASQUEZ PABLO & DEBORA RAMOS	ABST2 - ARROYO GARDENS UNIT 1 BLK 71, N 5.50 AC OUT OF S 11.00 ACRES
73	119365	73-2110-0710-0020-00	MEARS RICHARD E	ABST2 - ARROYO GARDENS UNIT 1 BLK 71 N, 1.0000 ACRES SOL CERT#MH00083252

	A	B	C	D
74	119366	73-2110-0710-0020-10	MEARS RICHARD E	ABST2 - ARROYO GARDENS UNIT 1 BLK 71 N, 2.9900 ACRES
75	119367	73-2110-0720-0010-00	WATERS DONALD B	BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION 1.00 ACRES OUT OF 5.00 ACRE
76	119368	73-2110-0720-0010-10	WATERS DONALD B	BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION E 4.00 ACRES
77	119369	73-2110-0720-0020-00	GOSS JAMES R. & DEBORA	ABST2 - ARROYO GARDENS UNIT 1 BLK 72, 0.776
78	119370	73-2110-0720-0020-10	WATERS DONALD B & JANICE	BLK 72 & 73 ARROYO GARDENS UNIT 1 SUBDIVISION (PARCEL 3) BEING 3.76 ACRES BLK 72 & (PARCEL 4) 11 78 ACRES BLK 73
79	119372	73-2110-0730-0020-C0	WATERS DONALD BURL	BLK 73 ARROYO GARDENS UNIT 1 SUBDIVISION E 1.490 ACRES
80	119373	73-2110-0740-0000-00	WATERS DONALD BURL	BLK 74 & 75 ARROYO GARDENS UNIT 1 SUBDIVISION 18.650 ACRES
81	119374	73-2110-0760-0010-00	WATERS DONALD B & JANICE	BLK 76 & 77 ARROYO GARDENS UNIT 1 SUBDIVISION 12.50 ACRES
82	119375	73-2110-0760-0020-00	WATERS DONALD BURL	BLK 76,77,78 ARROYO GARDENS UNIT 1 SUBDIVISION 15.90 ACRES, Undivided Interest 50.0000000000%
83	119376	73-2110-0770-0010-00	WATERS DONALD B & JANICE	BLK 77 & 84 ARROYO GARDENS UNIT 1 SUBDIVISION (PARCEL 5) 7.50 ACRES BLK 77 & N5.00 ACRES BLK 84
84	119377	73-2110-0790-0000-00	O'BRIEN ESTHER R	ABST2 - ARROYO GARDENS UNIT 1 BLK 79, 11.4800 ACRES
85	119378	73-2110-0800-0000-00	O'BRIEN ESTHER R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 80-81, 31.0000 ACRES
86	119378	73-2110-0800-0000-00	O'BRIEN ESTHER R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 80-81, 31.0000 ACRES
87	119379	73-2110-0820-0000-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
88	119379	73-2110-0820-0000-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
89	119379	73-2110-0880-0020-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
90	119379	73-2110-0880-0020-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
91	119380	73-2110-0830-0000-00	WATERS DONALD BURL	BLK 83 ARROYO GARDENS UNIT 1 SUBDIVISION 10.90 ACRES, Undivided Interest 50.0000000000%
92	119381	73-2110-0840-0010-C0	WATERS DONALD BURL	BLK 84 ARROYO GARDENS UNIT 1 SUBDIVISION E 4.72 ACRES, Undivided Interest 50.0000000000%

	A	B	C	D
93	119382	73-2110-0840-0030-00	WATERS DONALD BURL	BLK 84 & 85 ARROYO GARDENS UNIT 1 SUBDIVISION S 84 ACRES OF 84 & 9.44 ACRES OF 85 (PARCEL 12 TR1)
94	119383	73-2110-0850-0020-00	WATERS DONALD BURL	BLK 85 ARROYO GARDENS UNIT 1 SUBDIVISION E 9.28 ACRES, Undivided Interest 50 0000000000%
95	119384	73-2110-0860-0100-00	WATERS DONALD BURL	BLK 86 ARROYO GARDENS UNIT 1 SUBDIVISION 10.90 ACRES (PARCEL 12 TR 2)
96	119385	73-2110-0880-0010-00	ATKINSON JACK	ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89 WSE10E20, 5 0000 ACRES
97	119387	73-2110-0880-0020-00	GALVAN JESUS ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89 ESE10E20, 2 2200 ACRES
98	119392	73-2110-0820-0036-00	ESTRADA JUANITA	ABST2 - ARROYO GARDENS UNIT 1 PT BLKS 88 & 89, 2.2200 ACRES
99	119403	73-2110-0910-0100-10	ATKINSON OFELIA	ABST2 - ARROYO GARDENS UNIT 1 BLK 91, 9.5700 ACRES
100	119404	73-2110-0920-0000-00	GALVAN JORGE R & VERONICA	ABST2 - ARROYO GARDENS UNIT 1 BLK 92, 8 0600 ACRES
101	119405	73-2110-0920-0100-00	TORRES VANESSA	ABST2 - ARROYO GARDENS UNIT 1 BLK 92, 5.0000 ACRES
102	119406	73-2110-0930-0100-00	GALVAN JORGE R & VERONICA	ABST2 - ARROYO GARDENS UNIT 1 BLK 93, 2.7800 ACRES
103	119407	73-2110-0930-0101-00	WATERS MARK R	BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 ACRES OF E 10 ACRES (PARCEL 6), Undivided Interest 50.0000000000%
104	119408	73-2110-0930-0102-00	RGV EDUCATIONAL BROADCASTING INC	BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACRES OF E 10 ACRES
105	119409	73-2110-0940-0000-00	WATERS MARK R	BLK 94 ARROYO GARDENS UNIT 1 SUBDIVISION E 17.680 ACRES, Undivided Interest 25.0000000000%
106	119410	73-2110-0950-0000-00	SIMMONS L P & LEONARD ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 95, TRACT 95-97, 99-101, 104- 113, ACRES 168 48
107	119411	73-2110-0970-0010-00	BREZETTE TERRI LYNN SHINER ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 97 N, 5.6100 ACRES
108	119412	73-2110-0980-0000-00	BREZETTE TERRI LYNN SHINER ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 98, 9.3900 ACRES
109	119413	73-2110-1020-0000-00	GONZALES ESMERALDA	ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACS OF N10 AC OUT OF 20 AC OF BLKS 102 & 103
110	119414	73-2110-1020-0000-01	OLIVARES GRISELDA	ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 ACRES OUT OF 20 ACRES OF BLKS 102 & 103
111	119416	73-2110-1020-0050-00	PLATA MICHAEL	ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 AC OUT OF S 10 AC OF 20 ACS OUT OF BLKS BLKS 102 & 103
112	119417	73-2110-1030-0010-00	GAYTAN ROY & ENEIDA	ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACS OUT OF 20 ACRES OUT OF BLKS 102 & 103
113	119418	73-2110-1030-0020-00	ARGULLIN FRANCISCO	ARROYO GARDENS UNIT 1 SUBDIVISION S 6.600 ACRES OUT OF BLK 103
114	119419	73-2110-1140-0000-00	DAVIS JAMES FLETCHER	BLK 114 ARROYO GARDENS UNIT 1 SUBDIVISION 6.770 ACRES
115	119420	73-2110-1150-0000-00	DAVIS JAMES FLETCHER	BLK 115 ARROYO GARDENS UNIT 1 SUBDIVISION 6.8900 ACRES
116	119421	73-2110-1160-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 116, 6 8900 ACRES
117	119422	73-2110-1170-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 117, 6.8900 ACRES

	A	B	C	D
118	119423	73-2110-1180-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 118, 12.0100 ACRES
119	119424	73-2110-1190-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 119, 12 8800 ACRES
120	119425	73-2110-1200-0000-00	DAVIS JAMES FLETCHER	BLK 120 ARROYO GARDENS UNIT 1 SUBDIVISION 9.5800 ACRES
121	119426	73-2110-1210-0000-00	DAVIS JAMES FLETCHER	BLK 121 ARROYO GARDENS UNIT 1 SUBDIVISION 7.1100 ACRES
122	119427	73-2110-1220-0000-00	JARAMILLO MIGUEL SR	ABST2 - ARROYO GARDENS UNIT 1 BLK 122, 1.0600 ACRES
123	119428	73-2110-1230-0000-00	BREIDENBACH JAMES M.	ABST2 - ARROYO GARDENS UNIT 1 BLK 123, 1.3500 ACRES
124	119429	73-2110-1500-0000-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #1,194.5000 ACRES
125	119430	73-2110-2000-0000-00	WATERS DONALD BURL	ARROYO GARDENS UNIT 1 SUBDIVISION 115 890 ACRES RESERVOIR 2, Undivided Interest 50 0000000000%
126	119432	73-2110-2000-0100-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #2,48.6800 ACRES
127	119433	73-2110-3000-0000-00	WATERS DONALD BURL	ARROYO GARDENS UNIT 1 SUBDIVISION 104.780 ACRES RESERVOIR 3, Undivided Interest 50 0000000000%
128	119434	73-2110-4000-0100-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 4, 13.6900 ACRES
129	119435	73-2110-4000-0200-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 4 PT, 38.5500 ACRES
130	119436	73-2110-5000-0000-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #5,40 0600 ACRES
131	119438	73-2110-6000-0011-00	ORTEGA ARMANDO JR & ORTEGA JACQUELIN JESSICA	ABST2 - ARROYO GARDENS UNIT 1 BLOCK RESERVOIR 6,ACRES 1.00
132	119439	73-2110-6000-0020-00	Vasquez Estela E.	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 6 E1/2, 42.4400
133	119439	73-2110-6000-0020-00	Vasquez Estela E.	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 31.5120 A
134	119442	73-2120-0010-0010-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 2 30.12 ACRES LOTS 1-2 BLK A (VOL 11 PG 61 CCMR)
135	119443	73-2120-0010-0020-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 2 1.00 ACRE LOT 2 BLK A (VOL 11 PG 61 CCMR)
136	119445	73-2120-0010-0030-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 3 BLK A 10.700 ACRES
137	119447	73-2120-0010-0040-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 4 BLK A, 10.3200 ACRES
138	119448	73-2120-0010-0050-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 5 BLK A, 10.5700 ACRES
139	119449	73-2120-0010-0060-00	FLORES JUAN ANDRES	ABST2 - ARROYO GARDENS UNIT 2 LOT 6 BLK A, 13 7000 ACRES
140	119450	73-2120-0010-0070-00	BERMUDEZ FRANCISCO & BLANCA E	ABST2 - ARROYO GARDENS UNIT 2 LOT 7 BLK A, 10 5300 ACRES
141	119451	73-2120-0010-0080-00	MOYA MARCIANO & ADELAIDA C	ABST2 - ARROYO GARDENS UNIT 2 LOT 8 BLK A, 10.2100 ACRES

	A	B	C	D
142	119452	73-2120-0010-0091-00	RAMOS RUBEN A & NORMA LEE	ABST2 - ARROYO GARDENS UNIT 2 1.00 ACRES OUT OF W 10 ACRES LOT 9 BLK A
143	119453	73-2120-0010-0091-10	RAMOS RUBEN A & NORMA LEE	ABST2 - ARROYO GARDENS UNIT 2 9.00 ACRES OF W 10 ACRES LOT 9 BLK 1
144	119455	73-2120-0010-0100-00	BENAVIDES OSCAR ALBERTO MARTINEZ	ABST2 - ARROYO GARDENS UNIT 2 ALL OF LOT 10 BLK A, 10.9000 ACRES
145	119456	73-2120-0010-0110-00	DE LOS REYES JULIO & ELVIA DE LOS REYES	ABST2 - ARROYO GARDENS UNIT 2 PT W5.062 AC LOT 11 BLK A, 5.062 ACS
146	119457	73-2120-0010-0120-00	ZUNIGA SILVERIO & REFUGIA V TR OF ZUNIGA FAM TR	ARROYO GARDENS UNIT 2 SUBDIVISION LOT 12 BLK A 10.3600 ACRES
147	119458	73-2120-0010-0130-00	TORRE LETICIA	LOT 13 BLK A ARROYO GARDENS UNIT 2 SUBDIVISION 10 00 ACRES
148	119462	73-2120-0010-0132-00	CAMPOS JOSE A & ANTONIA	ARROYO GARDENS UNIT 2 SUBDIVISION 0 5800 ACRE OUT OF LOT 14 BLK A
149	119463	73-2120-0010-0133-00	ROGERS MELQUIADES B	ARROYO GARDENS UNIT 2 SUBDIVISION 0.490 ACRE OUT LOT LOT 13 & 14 BLK A
150	119464	73-2120-0010-0140-00	RAMIREZ GUADALUPE & JUAN PABLO	ARROYO GARDENS UNIT 2 SUBDIVISION 0 50 ACRE OUT OF LOT 14 BLK A
151	119466	73-2120-0010-0141-10	DE LEON JUANITA & RODRIGO RODNEY	ARROYO GARDENS UNIT 2 SUBDIVISION 8 97 AC OF LT 14 BLK A (VOL 1 PG 61 CCMR)
152	119467	73-2120-0010-0142-00	GARCIA PETRA GLORIA	ARROYO GARDENS UNIT 2 SUBDIVISION 0 50 ACRES OUT OF LOT 14 BLK A
153	119469	73-2120-0010-0150-10	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 15 BLK A, 9.1600 ACRES
154	119469	73-2120-0010-0150-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 15 BLK A, 9 1600 ACRES
155	119470	73-2120-0010-0160-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 16 BLK A, 1.0000 ACRES
156	119471	73-2120-0010-0160-10	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 16 BLK A, 10.2900 ACRES
157	119472	73-2120-0010-0170-00	ATKINSON OVIDIO G ET UX	ABST2 - ARROYO GARDENS UNIT 2 LOT 17-18 BLK A, 22.0200 ACRES
158	119473	73-2120-0010-0190-00	ATKINSON OVIDIO	ABST2 - ARROYO GARDENS UNIT 2 LOT 19 BLK A, 10.0700 ACRES
159	119474	73-2120-0010-0200-00	J & G FARMS	ABST2 - ARROYO GARDENS UNIT 2 LOT 20-21 BLK A, 20.2200 ACRES
160	119475	73-2120-0010-0220-00	RECKER JUDY K	ABST2 - ARROYO GARDENS UNIT 2 LOT 22-23 BLK A, 20.4000 ACRES
161	119476	73-2120-0010-0240-00	T D FARMS	ABST2 - ARROYO GARDENS UNIT 2 LOT 24 BLK A, 11.0900 ACRES
162	119477	73-2120-0010-0250-00	LOCKETT FORD & JACKIE LIVING TRUST	ABST2 - ARROYO GARDENS UNIT 2 LOT 25 BLK A, 10 ACRES
163	119478	73-2120-0010-0270-00	ARISPE JUAN M	ABST2 - ARROYO GARDENS UNIT 2 LOT 27-28 BLK A, 21.2600 ACRES
164	119479	73-2120-0010-0290-00	ATKINSON MINERVA	ABST2 - ARROYO GARDENS UNIT 2 LOT 29 BLK A, 1.0000 ACRES

	A	B	C	D
165	119480	73-2120-0010-0290-10	ATKINSON MINERVA	ABST2 - ARROYO GARDENS UNIT 2 LOT 29 BLK A, 10.6700 ACRES
166	119481	73-2120-0010-0300-00	DAVID GEORGE	ABST2 - ARROYO GARDENS UNIT 2 PT LOTS 30 & 31 BLK A, 18.8200 ACS
167	119483	73-2140-0050-0010-00	DAVID GEORGE	ABST2 - ARROYO GARDENS UNIT 4 PT LOTS 1-7 BLK E, 68.7800 ACRES
168	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
169	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
170	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
171	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
172	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
173	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
174	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
175	119485	73-2140-0050-0180-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 18-19-20-21 & PT 22 BLK E, 41.0000 ACRES
176	119486	73-2140-0050-0220-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 22-23-24-25 BLK E, 40.9150ACS
177	119487	73-2140-0050-0260-00	RIO HONDO IMPLEMENT CO INC	ABST2 - ARROYO GARDENS UNIT 4 LOTS 26-27-28-29 BLK E, 44.90 ACS
178	119488	73-2140-0050-0300-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOTS 30-31 BLK E, 24.3300 ACRES
179	119489	73-2140-0050-0320-00	WOODS CHARLOTTE R	ABST2 - ARROYO GARDENS UNIT 4 LOT 32 BLK E, 12.0100 ACRES
180	119490	73-2140-0050-0330-00	OSHER ANNE PACKARD TR OF THE NON EXEMPT ARTICLE VI TR	ABST2 - ARROYO GARDENS UNIT 4 LOTS 33-34-35-36-37 BLK E,52.13ACS
181	119491	73-2140-0050-0380-00	WATERS BARRY DEAN & KRISTA GAYLE	ABST2 - ARROYO GARDENS UNIT 4 LOTS 38-39 BLKE, 22 8300 ACRES
182	119492	73-2140-0050-0400-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 42 BLK E, 10.17 ACRES
183	119493	73-2140-0050-0401-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 40 BLK E, ACRES 13 39
184	119494	73-2140-0050-0410-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 41 BLK E, ACRES 10.42
185	119495	73-2140-0050-0430-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 21.040 ACRES OUT OF LOTS 43 & 44 BLK E ABST 2 (VOL 12 PG 58 CCMR)
186	119497	73-2140-0060-0020-00	ATKINSON RAFAELA R	ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F W, 2.0000 ACRES
187	119500	73-2140-0060-0021-00	ATKINSON RAFAELA R	ABST2 - ARROYO GARDENS UNIT 4 LOT 2 BLK FE

	A	B	C	D
188	119501	73-2140-0060-0031-00	CHOLICK ALBERT J	ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F E, 6 0000 ACRES
189	119502	73-2140-0060-0040-00	CHOLICK MARY E INDIVIDUALLY & AS SOLE BENEFICIARY PER WILL OF CLEMENT	ABST2 - ARROYO GARDENS UNIT 4 LOTS 5 THRU 9 OUT OF LOT 4 THRU 13 BLK F, 59 79 ACS
190	119503	73-2140-0060-0140-00	MOODY BUEFORD C	ABST2 - ARROYO GARDENS UNIT 4 LOT 14 BLK F, 11.735 ACRES
191	119505	73-2140-0060-0150-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOTS 15-16-17 BLK F, 35.745 ACRES
192	119510	73-2140-0060-0182-00	MOODY BUEFORD C	ABST2 - ARROYO GARDENS UNIT 4 46.6 ACRES OF LOTS 18,19,20, & 21 BLK F ABST 2 (VOL 12 PG 58 CCMR)
193	119517	73-2140-0060-0220-00	ATKINSON MICHELLE	ABST2 - ARROYO GARDENS UNIT 4 LOTS 22 THRU 25 BLK F, 48.00
194	119520	73-2140-0060-0260-00	GARCIA GRAIN TRADING CORP	ABST2 - ARROYO GARDENS UNIT 4 LOTS 27-28-29-30 & PT LOT 31 BLK F, 48 58 ACRES
195	119523	73-2140-0060-0360-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOTS 36-37 BLKF, 23.8600 ACRES
196	119524	73-2140-0060-0380-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOT 38 BLK F, 12.2000 ACRES
197	119525	73-2140-0060-0390-00	J & G FARMS	ABST2 - ARROYO GARDENS UNIT 4 LOTS 39 THRU 46 BLK F, 94.6100 ACS
198	119526	73-2140-0060-0470-00	ATKINSON RICHARD	ABST2 - ARROYO GARDENS UNIT 4 LOTS 47-48-49 BLK F, 36.0000 ACRES
199	119527	73-2140-0060-0500-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOT 50 BLK F, 13.9200 ACRES
200	119528	73-2140-0060-0510-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOTS 51-52-53-54 BLK F, 52.380 ACS
201	119529	73-2140-0060-0551-00	KARPETS YEVGENIY EUGENE	ABST2 - ARROYO GARDENS UNIT 4 LOT 55 & S 69 AC LOT 56 BLK F ABST 2, 18.285 AC
202	119532	73-2140-0060-0562-00	KARPETS YEVGENIY EUGENE	ARROYO GARDENS UNIT 4 SUBDIVISION N 6.2850 ACRES LOT 56 BLK F
203	119534	73-2140-0060-0572-00	OSIPOVE GALINA CONSERVATOR EST OF YEVGENIY KARPETS C/O DIONNE BROOM	ARROYO GARDENS UNIT 4 SUBDIVISION 1 33 ACRES LOT 57 BLK F
204	119535	73-2140-0060-0580-00	CHOLICK ALBERT J	ABST2 - ARROYO GARDENS UNIT 4 LOTS 58-59 BLK F, 22.0000 ACRES
205	119730	73-2700-0010-0010-00	MORENO DANNY & ERICA	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 1, 1.523 ACRES
206	119732	73-2700-0010-0020-00	ATKINSON RODLOFO	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 2, 0.8512 ACRES
207	119733	73-2700-0010-0030-00	GLOVER RUTH ANN	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 3, 1.4410 ACRES
208	119734	73-2700-0010-0040-00	ATKINSON ARNULFO	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 4, 10.7900 ACRES
209	128025	74-7375-0010-0190-00	MEDINA MARIA	LOT 19 BLK 1 803 FARMS SUBDIVISION
210	128026	74-7375-0010-0200-00	FLORES AMALIA	LOT 20 BLK 1 803 FARMS SUBDIVISION
211	128046	74-7375-0010-0400-00	LOF LAWRENCE V	LOT 40 BLK 1 803 FARMS SUBDIVISION
212	128048	74-7375-0010-1050-00	SAN BENITO C C DRAINAGE DISTRICT #3	LOT 105 BLK 1 803 FARMS SUBDIVISION

	A	B	C	D
213	142436	76-0020-0040-0000-00	MOODY BUEFORD C	LA LEONA SUBDIVISION 99.567 ACRES OUT OF BLKS 4,5,6,19,20,21,28,29,30,40 & PT BLK 41
214	142435	76-0020-0010-0000-00	Oudt Judith Young	BLK 1, 2 & 3 LA LEONA SUBDIVISION 30.0100 ACRES
215	142440	76-0020-0070-0100-00	Waters Barry Dean & Krista Gayle	LA LEONA SUBDIVISION 81.52 ACRES OF N PT BLKS 7-8-9, ALL B
216	142442		CANALES ALMA ROSA	BLK 10,11,12,13,14,15,34,35,36,37, W PT 38 LA LEONA SUBDIVISION SAVE & EXCEPT 0.160 ACRE OF 10, Undivided Interest 25.0000000000%
217	142449	76-0020-0220-0000-00	Oudt Judith Young	ABST 2- LA LEONA BLK 22 THRU 27, 66.5600 ACRES
218	143329	76-3365-0000-0010-00	GAYTAN ROY & ENEIDA	ABST 2- LAS YESCAS RANCH LOT 1
219	143330	76-3365-0000-0020-00	BUENROSTRO LUCIANO JR	ABST 2- LAS YESCAS RANCH LOT 2
220	143331	76-3365-0000-0030-00	MULLENS MARGARITA	ABST 2- LAS YESCAS RANCH LOT 3
221	143332	76-3365-0000-0040-00	RODRIGUEZ JUAN E	ABST 2- LAS YESCAS RANCH LOT 4
222	143333	76-3365-0000-0050-00	ARGUILIN ALICIA	ABST 2- LAS YESCAS RANCH LOT 5
223	143334	76-3365-0000-0060-00	TELLEZ MIGUEL A & OLIVIA M	ABST 2- LAS YESCAS RANCH LOT 6
224	143335	76-3365-0000-0070-00	KEEN JACKIE D & RUTH	ABST 2- LAS YESCAS RANCH LOT 7
225	143336	76-3365-0000-0080-00	KEEN JACKIE D & RUTH	ABST 2- LAS YESCAS RANCH LOT 8
226	143337	76-3365-0000-0090-00	FALCON MARIA E	ABST 2- LAS YESCAS RANCH LOT 9
227	144898	76-8720-1600-0000-00	ATKINSON OVIDIO G & OTILIA	ABST2 - MONTE GRANDE 2 BLK 160-161-162-163, 54.1300 AC
228	154812	78-1010-1430-0200-00	CHERRINGTON CHARLES BONNIE	S B I CO RES NE BLK 143, 40.5500
229	154859	78-1010-1630-0300-00	VASQUEZ ESTELLA E	ABST2 - S B I CO PT BLK 163, 3.400 0 ACRES
230	154860	78-1010-1630-0500-00	VASQUEZ ESTELLA E	ABST2 - S B I CO BLK 163 PTNE9.88, 5.5900 ACRES
231	154861	78-1010-1640-0100-00	VASQUEZ ESTELLA E	ABST2 - S B I CO BLK 164, 16 6000 ACRES
232	154862	78-1010-1640-0200-00	GARCIA NATIVIDAD	78-1010 SAN BENITO IRRIGATION COMP ANY, BLOCK 164 &163 PT, ACRES 20.0 0
233	154863	78-1010-1640-0300-00	VASQUEZ ESTELLA E	ABST2 - S B I CO BLK 164, 16.4400 ACRES
234	154864	78-1010-1650-0100-00	VASQUEZ ESTELLA E	ABST2 - S B I CO BLK 165, 52.1000 ACRES
235	154865	78-1010-1650-0200-00	Vasquez Estela E.	ABST2 - S B I CO BLKS 165 & 188, 20.1800 ACRES
236	154868	78-1010-1660-0400-00	Vasquez Estela E.	ABST2 - S B I CO BLK 166 E, 19.020 ACRES
237	154923	78-1010-1850-0300-00	Vasquez Estela E.	78-1010 SAN BENITO IRRIGATION COMP ANY, BLOCK 185, ACR
238	154924	78-1010-1850-0400-00	Vasquez Estela E.	ABST2 - S B I CO BLK 185 N2.63E7.6 8, 2.6300 ACRES
239	154925	78-1010-1860-0100-00	Vasquez Estela E.	ABST2 - S B I CO BLK 186 E10541.49 , 10 0000 ACRES
240	154926	78-1010-1860-0200-00	Vasquez Estela E.	ABST2 - S B I CO N-W-S PT BLK 186, 41.4900 ACRES
241	154927	78-1010-1870-0000-00	VASQUEZ ESTELA	SAN BENITO IRRIGATION CO SUBD 50.88 ACRES BLK 187
242	155031	78-1010-2170-0200-00	RHYNER WALTER & THELMA	ABST2 - S B I CO BLK 217 S, 20.000 0 ACRES
243	155034	78-1010-2180-0300-00	RHYNER WALTER & THELMA	ABST2 - S B I CO BLK 218 S, 24 84 AC
244	160948	79-1200-0000-0000-10	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 766.244 OUT OF 779.484 ACRES AKA KEMPNER CITRUS GROVES SUBD (VOL 8 PG 47 CCMR)
245	160949	79-1200-0000-0003-00	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 10 306 AC OUT OF 849 063 AC AKA BLK 17 KEMPNER CITRUS GROVE
246	160950	79-1200-0000-0010-00	R & S FARMS	ESPIRITU SANTO GRANT SHARE 12 34.425 ACS OF 116.553 AC OF 1095.235 ACS
247	160953	79-1200-0000-0020-00	SIAS JOSE & IDOLINA	ABST2 UNSUBDIVIDED SHARE 12 12.22 ACS OF 849.063 ACS (AKA BLK 41 KEMPNER CITRUS GROVES)

	A	B	C	D
248	160954	79-1200-0000-0400-00	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 512.00 ACS OF BLK 40 OUT OF 806.2640 ACS
249	161971	79-1210-0260-0302-00	MARQUEZ JOSE	ESPIRITU SANTO GRANT SHARE 12 91 ACS OF E 120 OF N 240 OF 352.82 AC TRACT
250	161972	79-1210-0260-0500-00	ELLIOTT ROBERTS RANCHES INC	ESPIRITU SANTO GRANT 12 1386 950 ACRES TRACTZ-1 ABST 2
251	161973	79-1210-0260-0600-00	T W & ASSOCIATES RE LTD	ABST2 - UNSUBDIVIDED NE COR SHARE 12 TRACT Z-1, 64.7200 ACRES
252	161981	79-1210-0260-0800-00	VF INVESTMENTS LP	ABST2 - UNSUBDIVIDED SHARE 12 TRAC T Z-1, 163.1700 ACRES
253	161982	79-1210-0260-0900-00	KARPETS YEVGENIY EUGENE	ESPIRITU SANTO GRANT SHARE 12 112.82 ACRES TRACT Z-1
254	161983	79-1210-0260-1000-00	CAMERON COUNTY IRRIGATION DISTRICT #1	UNSUBDIVIDED - ABST 2 SHARE 12 TRA CT Z-1, 19.17 ACRES
255	161984	79-1211-0010-0010-00	TREVINO JESUS & GRISELDA	HI-LAND SUBDIVISION LOT 1 BLK 1
256	161985	79-1211-0010-0020-00	TREVINO JESUS & GRISELDA	HI-LAND SUBDIVISION LOT 2 BLK 1
257	161986	79-1211-0010-0030-00	ALVAREZ EDMUNDO &	HI-LAND SUBDIVISION LOT 3 BLK 1
258	161987	79-1211-0010-0040-00	ALVAREZ EDMUNDO JR & CYNTHIA ANN	HI-LAND SUBDIVISION LOT 4 BLK 1
259	161988	79-1211-0010-0050-00	BUENROSTRO RICARDO	HI-LAND SUBDIVISION LOT 5 BLK 1
260	161989	79-1211-0010-0060-00	CANO JUAN	HI-LAND SUBDIVISION LOT 6 BLK 1
261	161990	79-1211-0010-0070-00	CANO RAUL & EMMA G GONZALEZ	HI-LAND SUBDIVISION LOT 7 BLK 1
262	161991	79-1211-0010-0080-00	RAMIREZ RENE I	HI-LAND SUBDIVISION LOT 8 BLK 1
263	161992	79-1211-0010-0090-00	CEDILLO LUIS P & PAULINE	HI-LAND SUBDIVISION LOT 9 BLK 1
264	161993	79-1211-0010-0100-00	ORTEGA AGAPITO & ESMERALDA	HI-LAND SUBDIVISION LOT 10 BLK 1
265	161994	79-1211-0010-0110-00	SANCHEZ JOSE O & MARTA O RANGEL	HI-LAND SUBDIVISION LOT 11 BLK 1
266	161995	79-1211-0010-0120-00	AHUMADA GRISELDA	HI-LAND SUBDIVISION LOT 12 BLK 1
267	161997	79-1211-0010-0130-00	RODRIGUEZ RAUL M & ENRIQUETA	HI-LAND SUBDIVISION LOT 13 BLK 1
268	161998	79-1211-0010-0140-00	ESTRADA BLANCA LORENA	HI-LAND SUBDIVISION LOT 14 BLK 1
269	162000	79-1211-0010-0150-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 15 BLK 1
270	162001	79-1211-0010-0160-00	JUDKINS JAMES K	HI-LAND SUBDIVISION 100% UNDIVIDED INTEREST IN LOT 16 BLK 1
271	162003	79-1211-0010-0170-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 17 BLK 1
272	162004	79-1211-0010-0180-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 18 BLK 1
273	162005	79-1211-0010-0190-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 19 BLK 1
274	162006	79-1211-0010-0200-00	GONZALEZ MONICA	HI-LAND SUBDIVISION LOT 20 BLK 1
275	162007	79-1211-0010-0210-00	CONFIDENTIAL	HI-LAND SUBDIVISION LOT 21 BLK 1
276	165391	79-1400-0010-0103-00	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 464 891 ACRES OUT OF A 1,263.244 ACRES BETWEEN FM 1561 & FM 106
277	165392	79-1400-0010-0103-01	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 135.749 OF 172.58 ACS OF 1,257.6050 AC OUT OF 1,263.244 ACS BETWEEN FM 1561 & FM 106
278	165402	79-1410-0010-0201-10	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 284.1685 ACS OF 1373.198 ACS OUT OF 1453.745 ACRES
279	165402	79-1410-0010-0201-10	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 284.1685 ACS OF 1373.198 ACS OUT OF 1453.745 ACRES

	A	B	C	D
280	165403	79-1410-0010-0201-11	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 192.50 AC OF 1324.3745 AC OF 1373.198 OUT OF 1453.745 ACS
281	165425	79-1410-0080-0010-00	CAMERON COUNTY WATER IMP	UNSUBDIVIDED - ABST 2, LOT 8, ACRE S 4.71
282	165425	79-1410-0080-0010-00	CAMERON COUNTY WATER IMP	UNSUBDIVIDED - ABST 2, LOT 8, ACRE S 4.71
283	165452	79-1410-0110-0201-00	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14 10.77 ACRES OUT OF 1373.198 ACS OUT OF A 1453.745 AC TRACT
284	165750	79-1510-0050-0360-00	LOF LARRY	ESPIRITU SANTO GRANT - ABST 2 UNSUBDIVIDED SHARE 15 TRACTS E36, E37, E37N, E38 & E39 57.457 ACRES
285	165753	79-1510-0050-0380-00	LOF LARRY	ESPIRITU SANTO GRANT - ABST 2- UNSUBDIVIDED SHARE 15 TR
286	165752	79-1510-0050-0361-00	AGUILAR GUILLERMO & SANDY POY	ESPIRITU SANTO GRANT UNSUBDIVIDED SH 15 1.267 ACRES PT TR E37 ABST2
287	166168	79-1700-0040-0100-01	Rancho El Sacrificio Farms, LLC	ABST-2 UNSUBDIVIDED SHARE 17 629.134 ACRES OF 640.156 ACRES OF 653.93 ACRES TRACT D
288	166170	79-1700-0040-0200-00	MENDEZ SANDRA KAY	ABST2 - UNSUBDIVIDED SHARE 17 TRAC T D, 0.9960 ACRES
289	166171	79-1700-0040-0300-00	WATERS BRENDA E & JAIME J WAYLAND WATERS	ESPIRITU SANTO GRANT SHARE 17 178.860 ACRES TRACT D
290	166219	79-1701-0010-0010-00	LIRA JOSE LUIS & LENA J	LOT 1 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
291	166220	79-1701-0010-0020-00	MENDEZ RITO	LOT 2 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
292	166221	79-1701-0010-0030-00	SANCHEZ ZEUS S & MARIA G	LOT 3 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
293	166222	79-1701-0010-0040-00	YANES M SANTOS	LOT 4 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
294	166231	79-1701-0020-0050-00	SOTO RALPH & LYNDA A	LOT 5 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
295	166232	79-1701-0020-0060-00	AZUA ARTURO	LOT 6 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
296	166233	79-1701-0020-0070-00	CASTILLO SALVADOR & ELIZABETH L	LOT 7 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
297	166234	79-1701-0020-0080-00	HALEY JEFFERY J & HALEY AMY	LOT 8 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
298	166778	79-1900-0450-0120-00	COLIMA RANCH PARTNERSHIP	ABST2 - UNSUBDIVIDED S468.71N937.4 3 SHARE 19 TRACT45, 468.7100 ACRES
299	166789	79-1900-0450-0175-00	COLIMA RANCH PARTNERSHIP	ABST2 - UNSUBDIVIDED N OF BAYVIEW RD SHARE 19 PT TRACT 45, 350.0000 ACRES
300	166807	79-1900-0460-0100-00	COMBE CONCEPCION ET AL	ESPIRITU SANTO GRANT SHARE 19 S 350.10 ACRES OF N 643.1 ACRES PAREDES PARTION TRACT 46 ABST 2
301	166808	79-1900-0460-0300-00	SCAIEF MICHAEL & JOHN	ESPIRITU SANTO GRANT SHARE 19 122.190 ACRES PAREDES PARTITION TRACT 46 ABST 2
302	166810	79-1900-0460-0400-00	SCAIEF MICHAEL F & SCAIEF JOHN F	ESPIRITU SANTO GRANT SHARE 19 121.680 ACRES OF N 292.37 ACRES PAREDES PARTITION TRACT 46 ABST 2
303	166973	79-1900-0500-0201-00	LAGUNA ENCANTADA LP	ABST2- UNSUBDIVIDED SH 19 PT TR 50 N, 673.91 OF 830.93 AC OF 1296.38 AC OF S 1465.60 AC TRACT 50
304	166974	79-1900-0500-0202-00	Flinn David H.	ESPIRITU SANTO GRANT SHARE 19 227.9230 AC OF 1011.78 AC
305	166975	79-1900-0500-0202-10	PEMBEL INVESTMENTS L P	ESPIRITU SANTO GRANT SHARE 19 400.00 ACS OUT OF 551.173 OF 1011.78 AC PT TRACT 50
306	166981	79-1900-0500-0300-00	LAGUNA ENCANTADA LP	ABST2 - UNSUBDIVIDED SHARE 19 TRAC T 50 S, 317 AC OF 207.5 ACS
307	170061	79-2220-0150-0100-00	VALENCIA M L FAMILY & GEORGE ARANGO & LUIS ARANGO	ABST2 - UNSUBDIVIDED SHARE 22 TR O -2, 1241.6100 ACRES
308	170061	79-2220-0150-0100-00	VALENCIA M L FAMILY & GEORGE ARANGO & LUIS ARANGO	ABST2 - UNSUBDIVIDED SHARE 22 TR O -2, 1241.6100 ACRES

	A	B	C	D
309	170063	79-2220-0160-0010-00	LA LEONA ENTERPRISES INC	ABST 2 - UNSUBDIVIDED SHARE 22 TRACT P-2 45.29 ACRES
310	170064	79-2220-0170-0100-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2 - UNSUBDIVIDED SHARE 22 TRAC T Q-2, 1582.6000ACRES
311	170065	79-2220-0170-0200-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2 - UNSUBDIVIDED SHARE 22 TRAC T Q-2, 172.0000 ACRES
312	170066	79-2220-0180-0100-00	FROST NATIONAL BANK TRUSTEES	ESPIRITU SANTO GRANT SHARE 22 592.100 ACRES TRACT R-2N
313	170066	79-2220-0180-0100-00	FROST NATIONAL BANK TRUSTEES	ESPIRITU SANTO GRANT SHARE 22 592.100 ACRES TRACT R-2N
314	170071	79-2220-0180-0202-00	MAYFIELD CHARLES & TOMMY	ESPIRITU SANTO GRANT SHARE 22 513.90 ACS OUT OF 579 9 ACS OF 4183.6 ACS TRACT AKN MATA DE SANDI A RANCH TR R-2 ABST 2
315	170072	79-2220-0180-0203-00	WATERS DONALD B & JANICE	ESPIRITU SANTO GRANT SHARE 22 (PARCEL 16) 66.00 ACS OUT OF 579.90 ACS OF 4183.6 AKN MATA DE SANDIA RANCH TR R-2 ABST 2
316	170073	79-2220-0180-0300-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ESPIRITU SANTO GRANT SHARE 22 TRACT R-2 130.00 ACRES ABST 2.
317	170075	79-2220-0180-0400-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ESPIRITU SANTO GRANT SHARE 22 TRACT R-2 70.00 ACRES ABST 2
318	170076	79-2220-0180-0500-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2-UNSUBDIVIDED SH 22 TR R-2 S. 1045.4 ACRES
319	170078	79-2220-0190-0100-00	WELKER EMMA	ESPIRITU SANTO GRANT SHARE 22 25.00 ACRES OUT OF TRACT S-2 E
320	170079	79-2220-0190-0200-00	GONZALES CONCEPCION S HRS	ESPIRITU SANTO GRANT SHARE 22 11.0300 ACRES TRACT 1 VICENTE SANDOVAL HEIRS PARTITION OF 66.18 ACRES SUR 552 UNRECORDED
321	170080	79-2220-0190-0300-00	CAMERON COUNTY TRUSTEE	ESPIRITU SANTO GRANT SHARE 22 4.9800 ACRES OUT OF 11.03 ACRES TRACT 2 VICENTE SANDOVAL HEIRS PARTITION OF 66.18 AC SUR 552
322	170094	79-2220-0190-0701-00	ARGULLIN ARMIN	ESPIRITU SANTO GRANT SHARE 22 23.540 ACS OUT OF 76.104 ACRES TRACT S-2
323	170096	79-2220-0190-0702-00	ARGULLIN ARMIN SR	ESPIRITU SANTO GRANT SHARE 22 12 684 ACRES OUT OF 76.104 ACRES TRACT S-2 ABST 2
324	170097	79-2220-0190-0703-00	ARGULLIN LIDIA	ESPIRITU SANTO GRANT SHARE 22 12.684 ACS OUT OF 38.776 ACS OF 76.104 TRACT S-2
325	170098	79-2220-0200-0000-00	WATERS BRENDA E & JAIME J WAYLAND WATERS	ABST2 - UNSUBDIVIDED SHARE 22 TRAC T T-2, 131.1000 ACRES
326	170099	79-2220-0210-0000-00	ATKINSON OVI &	ABST2 - UNSUBDIVIDED SHARE 22 TRAC T U-2, 150.0000 ACRES
327	170100	79-2220-0220 0010-00	ATKINSON RICHARD	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 1-2 55.200 ACRES
328	170101	79-2220-0220-0030-00	GARCIA JOSE ARMANDO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 1)
329	170103	79-2220-0220-0040-00	T D FARMS	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 4, 43.0000 ACRES
330	170104	79-2220-0220-0050-00	DUENEZ ANTONIO & LUPE V	79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22 TR C D F H-M & O-Z, BLOCK 2 2, PT OF TRACT S 10.75 ACS TRACT

	A	B	C	D
331	170105	79-2220-0220-0051-00	DUENEZ ANTONIO & LUPE V	ABST2 - UNSUBDIVIDED PT SH 22 TRV 2 BLK 5, E 10.75 ACRES OF THE WEST 21.50 ACRES. BUILDING ONLY
332	170106	79-2220-0220-0052-00	DUENEZ ANTONIO & LUPE V	UNSUBDIVIDED - ABST 2 SHARE 22 TR C D F H-M & O-Z,BLOCK 22, PT OF LOT 5, ACRES 10.75
333	170108	79-2220-0220-0054-00	DUENEZ ANTONIO & LUPE V	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT V-2 BLK 5,10.75 ACRES
334	170111	79-2220-0220-0057-00	DUENEZ ANTONIO & LUPE V	UNSUBDIVIDED - ABST 2 SHARE 22 TRA CT V-2, BLK 5, ACRES 10.75
335	170113	79-2220-0220-0065-00	GONZALEZ CONRADO	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 6 PTE10, 9.5040 ACRES
336	170115	79-2220-0230-0010-00	ALFARO NORMA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 7 (EXHIBIT "B" V.17242 P.241) 7.02 ACRES OUT OF BLOCKS 3 4 & 5 OF THE ALFREDO GARZA HEIRS PARTITION VOL 176 PG 399 CRCC (TRW-2)
337	170117	79-2220-0230-0012-00	ORTEGA NATALIO G JR & LETICIA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 1.00 ACRES OUT OF 30.27 ACS OF THE ALFREDO GARZA HEIRS PARTITION (VO. 176 PG 339)
338	170118	79-2220-0230-0013-00	GARZA XAVIER	BLK 1 ESPIRITU SANTO GRANT SHARE 22 2.21 ACRES OUT OF 30.27 ACRES OF THE ALFREDO GARZA HEIRS PARTITION (VOL 176 PG 339)
339	170119	79-2220-0230-0014-00	GUERRERO ERNESTINA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 5 (EXHIBIT "B" V.17242 P.241) 7.24 ACRES OUT OF BLOCKS 3 4 & 5
340	170121	79-2220-0230-0021-00	SANDOVAL MANUEL & DALIA SANTOS	BLK 2 ESPIRITU SANTO GRANT SHARE 22 30.27 ACRES OF THE ALFREDO GARZA HEIRS PARTRITION (VOL 176 PG 339)
341	170126	79-2220-0230-0030-00	ALFARO NORMA LINDA	BLK 3 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 3 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3,4 & 5
342	170127	79-2220-0230-0043-00	GUERRERO ERNESTINA	BLK 4 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 4 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3,4 & 5
343	170128	79-2220-0230-0050-00	DTL PROPERTIES LLC	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 5, NKA TRACT 1 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3,4 & 5
344	170129	79-2220-0230-0060-00	ESCOBEDO ROGERIO G	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 6, 30.2700 ACRES
345	170131	79-2220-0230-0070-01	VASQUEZ VELMA	UNSUBDIVIDED SH 22 TR W-2 1.00 ACRE OUT OF 28.27 AC BLK 1
346	170133	79-2220-0230-0072-00	RANGEL ADRIANA	ABST 2- UNSUBDIVIDED SH 22 TR W-2 7.510 AC OUT OF 25.05 AC TRACT 7 ALFREDO GARZA HEIR PARTITION (VOL 176 PG 339 CCDR)
347	170136	79-2220-0230-0080-00	LEDET DANIEL M ET UX	ESPIRITU SANTO GRANT SHARE 22 30.2700 ACRES OUT OF TRACT W-2 BLK 8
348	170137	79-2220-0230-0090-00	WINGERT PETER L & MARYANN M	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 9, 30.2700 ACRES

	A	B	C	D
349	170138	79-2220-0230-0100-00	MAUGHAN REX G & RUTH G MAUGHAN TRS	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 10, 30.2700 ACRES
350	170139	79-2220-0240-0100-00	PINE TREE CONSERVATION SOCIETY INC	79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22, TRACT X-2
351	170143	79-2220-0260-0100-00	T D FARMS	ESPIRITU SANTO GRANT SHARE 22 111.4800 ACRES N 1/2 TRACT Z-2
352	170144	79-2220-0260-0200-00	RIO HONDO IMPLEMENT CO INC	ESPIRITU SANTO GRANT SHARE 22 89.140 ACRES N 1/2 TRACT Z-2
353	170407	79-2228-0010-0010-00	SEPULVEDA ROSA	LAS YESCAS SUBDIVISION II LOT 1 BLK 1 (CAB 1 SLOT 1968-B CCMR)
354	170408	79-2228-0010-0020-00	SILVA BEATRIZ	LAS YESCAS SUBDIVISION II LOT 2 BLK 1 (CAB 1 SLOT 1968-B CCMR)
355	170409	79-2228-0010-0030-00	MAY ERIC E & ADRIANA V	LOT 3 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B CCMR)
356	170410	79-2228-0010-0040-00	HERNANDEZ OSCAR & LISA	LOT 4 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B CCMR)
357	170411	79-2228-0010-0050-00	LUCIO DANIEL & ANA LAURA LUCIO	LOT 5 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B CCMR)
358	170412	79-2228-0010-0060-00	GALVAN-MARTINEZ VICTORIA	LAS YESCAS SUBDIVISION II LOT 6 BLK 1 (CAB 1 SLOT 1968-B CCMR)
359	170413	79-2228-0010-0070-00	HILL ROBERTO & SYLVIA	LAS YESCAS SUBDIVISION II LOT 7 BLK 1 (CAB 1 SLOT 1968-B CCMR)
360	170414	79-2228-0010-0080-00	ATKINSON ANGELINA	LAS YESCAS SUBDIVISION II LOT 8 BLK 1 (CAB 1 SLOT 1968-B CCMR)
361	170415	79-2228-0010-0090-00	SAENZ RAYMUNDO & PATRICIA	LAS YESCAS SUBDIVISION II LOT 9 BLK 1 (CAB 1 SLOT 1968-B CCMR)
362	170416	79-2228-0010-0100-00	VILLARREAL MARISELA	LAS YESCAS SUBDIVISION II LOT 10 BLK 1 (CAB 1 SLOT 1968-B CCMR)
363	170417	79-2228-0010-0110-00	LUCIO LUCILA S	LOT 11 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B CCMR)
364	170418	79-2228-0010-0120-00	LUCIO LUIS G	LOT 12 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B CCMR)
365	170419	79-2228-0010-0130-00	DIAZ ELIAS F & OLIVIA G	LAS YESCAS SUBDIVISION II LOT 13 BLK 1 (CAB 1 SLOT 1968 B CCMR)
366	170420	79-2228-0010-0140-00	REYES DELIA	LAS YESCAS SUBDIVISION II LOT 14 BLK 1 (CAB 1 SLOT 1968-B CCMR)
367	170421	79-2228-0010-0150-00	ZAMORA MIGUEL A	LOT 15 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B CCMR)
368	170422	79-2228-0010-0160-00	ORTEGA ESMAEL SR ET AL	LAS YESCAS SUBDIVISION II LOT 16 BLK 1 (CAB 1 SLOT 1968-B CCMR)
369	170423	79-2228-0010-0170-00	ORTEGA ESMAEL JR & MELISSA R	LAS YESCAS SUBDIVISION II LOT 17 BLK 1 (CAB 1 SLOT 1968-B CCMR)
370	170424	79-2228-0010-0180-00	RODRIGUEZ JOSE M	LAS YESCAS SUBDIVISION II LOT 18 BLK 1 (CAB 1 SLOT 1968-B CCMR)
371	170425	79-2228-0010-0190-00	ORTEGA EDDIE	LAS YESCAS SUBDIVISION II LOT 19 BLK 1 (CAB 1 SLOT 1968-B CCMR)

	A	B	C	D
372	170426	79-2228-0010-0200-00	RODRIGUEZ SUSANA	LAS YESCAS SUBDIVISION II LOT 20 BLK 1 (CAB 1 SLOT 19EB-B CCMR)
373	170427	79-2228-0010-0210-00	ORTEGA EDDIE	LAS YESCAS SUBDIVISION II LOT 21 BLK 1 (CAB 1 SLOT 19EB-B CCMR)
374	170428	79-2228-0010-0220-00	MARTINEZ GILBERT & CLAUDIA	LAS YESCAS SUBDIVISION II LOT 22 BLK 1 (CAB 1 SLOT 19EB-B CCMR)
375	170429	79-2228-0010-0230-00	MARTINEZ GILBERT & CLAUDIA	LAS YESCAS SUBDIVISION II LOT 23 BLK 1 (CAB 1 SLOT 19EB-B CCMR)
376	170430	79-2228-0010-0240-00	CERVANTES JOEL & BLANCA	LAS YESCAS SUBDIVISION II LOT 24 BLK 1 (CAB 1 SLOT 19EB-B CCMR)
377	170431	79-2228-0010-0250-00	BAEZ MODESTO	LAS YESCAS SUBDIVISION II LOT 25 BLK 1 (CAB 1 SLOT 19EB-B CCMR)
378	170434	79-2230-0010-0020-00	CAMERON COUNTY TRUSTEE	ESPIRITU SANTO GRANT SHARE 22 6.040 OUT OF 11 03 AC TRACT 2 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACS SUR 552 UNRECORDED
379	170436	79-2230-0010-0031-00	VILLARREAL JOSE LUIS	ESPIRITU SANTO GRANT SHARE 22 8.00 ACRES OUT OF TFACT 3 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUF 552 UNRECORDED
380	170437	79-2230-0010-0040-00	REVILLA JOSE G	ESPIRITU SANTO GRANT SHARE 22 7.03 ACRES OUT TRACT 4 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 552 UNRECORDED
381	170438	79-2230-0010-0050-00	CARAVEO NOE	ESPIRITU SANTO GRANT SHARE 22 11.030 ACRES TRACT 5 VICENTE SANDOVAL HEIRS PARTITION 66 18 ACRES SUR 552 UNRECORDED
382	170439	79-2230-0010-0060-00	ZUNIGA SILVERIO & REFUGIA V TR OF ZUNIGA FAM TR	ESPIRITU SANTO GRANT SHARE 22 11 0300 ACRES TRACT 6 VICENTE SANDOVAL HEIRS PARTITION 66 18 ACRES SUR 553 UNRECORDED
383	170487	79-2230-0050-0200-00	NEWELL DAVID	ESPIRITU SANTO GRANT SHARE 22 49.270 ACRES OUT OF SURVEY 604 AND LA TINA RANCH TR E-3
384	170493	79-2230-0050-0308-01	GONZALES CONRADO	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 9 0810 ACRES
385	170495	79-2230-0050-0308-03	MONTALVO MARCELA	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 31.5120 ACRES
386	170496	79-2230-0050-0308-04	TAMAYO EDNA	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 28 8520 ACRES
387	170498	79-2230-0050-0308-06	CABRERA CRISTOBAL	ESPIRITU SANTO GRANT SHARE 22 6.304 ACS OF 31.5190 ACS TRACT E-3 UNSUBDIVIDED
388	170499	79-2230-0050-0308-07	GONZALES JOSE R ET AL	ABST 2 - UNSUBDIVIDED PT SHARE 22 24.519 ACRES TRACT E-3
389	170500	79-2230-0050-0308-08	GRACIA JOSE ARNOLDO	ESPIRITU SANTO GRANT SHARE 22 25.215 ACS OUT OF 31.519 ACS TRACT E-3 UNSUBDIVIDED
390	170503	79-2230-0050-0308-11	ATKINSON RICHARD	ABST 2 - UNSUBDIVIDED TRACT IX (PR IVATE ROAD) SHARE 22 TRACT E-3 , 0.8470 ACRES
391	241859	79-1900-0500-0210-00	Flinn David H.	ESPIRITU SANTO GRANT SHARE 19 23.2500 AC OF 1011.73 ACS
392	244400	78-1896-0000-0370-00	LA CUESTA PARTNERS LTD	LOT 37 LOS POTREROS SUBDIVISION PHASE I C1 2756-AB CCMR

	A	B	C	D
393	244401	78-1896-0000-0380-00	LA CUESTA PARTNERS LTD	LOT 38 LOS POTREROS SUBDIVISION PHASE I C1 2756-AB CCMR
394	244402	78-1896-0000-0390-00	LA CUESTA PARTNERS LTD	LOT 39 LOS POTREROS SUBDIVISION PHASE I C1 2756-AB CCMR
395	244403	78-1896-0000-0400-00	LA CUESTA PARTNERS LTD	LOT 40 LOS POTREROS SUBDIVISION PHASE I C1 2756-AB CCMR
396	244802	79-2220-0220-0031-00	TREVINO ALFREDO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 2)
397	244803	79-2220-0220-0032-00	GALLEGOS RANDY ADAM & PATRICIA TREVINO GALLEGOS	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 3)
398	244804	79-2220-0220-0033-00	CARPENTER MARY & JESSEE TREVINO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 4)
399	244805	79-2220-0220-0034-00	TREVINO EMILIO JR & TREVINO INDALESCIO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 5)
400	244806	73-2120-0010-0111-00	MARTINEZ GERARDO B	ABST2 - ARROYO GARDENS UNIT 2 E PT OF LOT 11 5.188 ACRES BLK A
401	356659	79-1200-0000-0150-00	JIMENEZ JOSE & JIMENEZ JACINTA D	ESPIRITU SANTO GRANT SHARE 12 14.78 ACRES OUT OF 794.264 ACRES(AKA BLK 15 KEMPNER CITRUS GROVES SUBD VOL 8 PG 74 CCMR)
402	356946	73-2140-0060-0261-00	OSHER HENRY PACKARD	ABST2 - ARROYO GARDENS UNIT 4 LOT 26 BLK F, 11.5000 ACRES
403	357960	79-1200-0000-0160-00	QUIROZ ANGEL ET AL	ESPIRITU SANTO GRANT SHARE 12 13.24 AC OUT OF 779 484 ACRES AKA BLK 16 KEMPNER CITRUS GROVES SUB (VOL 8 PG 47 CCMR)
404	359975	73-2120-0010-0260-00	LOCKETT FORD LEE III	ABST2 - ARROYO GARDENS UNIT 2 LOT 26 BLK A, 10 ACRES
405	361434	79-1410-0010-0202-00	J & I PARTNERS LTD	ESPIRITU SANTO GRANT SHARE 14, 626 206 ACS OF 1373.198 ACS OUT OF 1453.745 ACRES
406	361435	79-1410-0010-0203-00	J & I PARTNERS LTD	ESPIRITU SANTO GRANT SHARE 14, 221.50 AC OF 1324.3745 AC OF 1373 198 OUT OF 1453.745 ACS
407	366654	73-2140-0060-0573-00	KARPETS YEVGENIY EUGENE	ARROYO GARDENS UNIT 4 SUBDIVISION 10.67 ACRES LOT 57 BLK F
408	371961	73-2110-0710-0010-01	INFANTE NICOLAS M & MARGARITA C	ABST2 - ARROYO GARDENS UNIT 1 BLK 71 S 5.50 AC OUT OF 11.00 ACRES
409	373769	79-2220-0230-0051-00	GARZA ERNESTO	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 5, NKA TRACT 2 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3,4 & 5
410	373787	79-2220-0230-0015-00	GARZA GILBERTO G	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 6 (EXHIBIT "B" V.17242 P.241) 4.551 ACRES OUT OF BLOCKS 3,4 & 5 OF THE ALFREDO GARZA HEIRS PARTITION VOL 176 PG 399 CRCC (TRW-2)
411	373789	79-2220-0230-0011-00	GARZA ERNESTO	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 8 (EXHIBIT "B" V.17242 P.241) 7.24 ACRES OUT OF BLOCKS 3,4 & 5 OF THE ALFREDO GARZA HEIRS PARTITION VOL 176 PG 399 CRCC (TRW-2)

	A	B	C	D
412	374733	79-1400-0010-0103-02	SAENZ TOMAS & NORMA C SAENZ	ESPIRITU SANTO GRANT SHARE 14, 36.831 AC OF 172.58 ACS OF 1,257.6050 AC OUT OF 1,263.244 ACS BETWEEN FM 1561 & FM 106
413	380183	79-1900-0500-0207-00	LA CUESTA PARTNERS LTD	ABST2- UNSUBDIVIDED SH 19 PT TR 50 N, 157.02 ACS OUT OF 830.93 AC OF 1296.38 AC OF S 1465.60 AC TRACT 50
414	380584	73-2110-0820-0010-00	WATERS DONALD BURL	BLK 82 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 ACRES
415	380683	73-2110-0820-0011-00	WATERS DONALD B & JANICE	BLK 87 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 ACRES
416	385167	73-2140-0060-0041-00	CHOLICK ALBERT J	ABST2 - ARROYO GARDENS UNIT 4 LOT 4,10,11,12,13 BLK F, 59.53 ACS
417	386294	79-1210-0260-0510-00	SANTA ROSA DE ANAHUAC INC	ESPIRITU SANTO GRANT 12 199.50 ACRES TRACT2-1 ABST 2

Exhibit 2
Location of Qualified Investment/Qualified Property

All Qualified Property owned by the Applicant and located within the boundaries of both the Los Fresnos Consolidated Independent School District and the Cameron Wind Reinvestment Zone No. 1 will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located in the following sections of land is included, to wit: See Exhibit 1.

Exhibit 3
Description of the Applicant's Qualified Investment/Qualified Property

The Cameron Wind I Project will consist of a wind-powered electric generating facility with an operating capacity of approximately 165 megawatts. The exact number of turbines and foundations will depend on the nameplate capacity of the turbine selected. The additional improvements of Qualified Property for the Cameron Wind I Project include but are not limited to:

- Up to 97 wind turbine generator foundations, anchor bolt embeds & template mounting rings;
- An electric substation including power transformers, associated circuit breakers, switches, reactive power compensation equipment and control building & fencing of perimeter;
- Operations & Maintenance Building with offices, warehouse & all standard utilities (i.e. telephone, water, drainage, sewer, etc.);
- Underground power cables from wind turbines to substation with various cable accessories including junction boxes;
- Roadwork sloped for drainage, with turnouts from public roads;
- Permanent meteorological towers, quality and location of which to be determined by final layout turbine;
- Underground communication cables;
- Wind turbine lighting per FAA requirements.