

SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.

SCHEDULE A

Effective Date: September 15, 2023

GF No.: 2023-1853

Commitment No. 2023-1853, issued September 28, 2023, 08:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00
PROPOSED INSURED: To Be Determined

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Sumner Family Partnership, Ltd

SCHEDULE A
(Continued)

4. Legal description of land:

Tract I

Parcel A: A tract of land being a part of Block Six [6], Share 12, San Juan de Carricitos Grant in Willacy County, Texas, described by metes and bounds as follows:

Beginning at a point on the Southwest corner of Block Six [6] of Partition Survey of Private Survey No. 591, Cameron County, Texas, Map Records being a part of Share 12, San Juan de Carricitos Grant, Willacy County, Texas;

Thence North 1372.7 feet to a point on the Northwest corner of said Block Six [6]; Thence East 476.4 feet to a point; Thence South 1370.6 feet to a point; Thence South 89 Degrees 45 Minutes West 476.4 feet to the point of beginning; and

Parcel B: A tract of land being part of Blocks Five [5] and Six [6], Share 12, San Juan de Carricitos Grant, in Willacy County, Texas, and described by metes and bounds as follows:

Beginning at a point that bears North 89 Degrees 45 Minutes East 476.4 feet from the Southwest corner of Block Six [6] of Partition Survey of Private Survey No. 591, Cameron County Map Records and being a part of Share 12, San Juan de Carricitos Grant in Willacy County, Texas; Thence North 1370.6 feet to a point; Thence East at 403.7 feet to a point on division line of Blocks Six [6] and Five [5] and at a total distance of 454.36 feet a point on the North line of Block Five [5]; Thence South at 500.0 feet a point on the division line of Blocks Five [5] and Six [6] and at a total distance of 1599.7 feet to a point on the South line of Block Six [6]; Thence West 135.1 feet to a point; Thence North 230.5 feet to a point; Thence South 89 Degrees 45 Minutes West 319.3 feet to the point of beginning, and

Parcel C: A tract of land being a part of Blocks Five [5] and Six [6], Share 12, San Juan de Carricitos Grant, in Willacy County, Texas, described by metes and bounds as follows:

Beginning at a point that bears East 930.0 feet from the Northwest corner of Block Six [6] of Partition Survey of Private Survey No. 591, Cameron County, Map Records and being a part of Share 12, San Juan de Carricitos Grant, Willacy County, Texas; Thence South at 500.00 feet a point on the division line of Blocks Five [5] and Six [6] and at a total distance of 1599.7 feet a point on the South line of Block Six [6]; Thence East along the South line of said Block Six [6] a distance of 408.46 feet to a point; Thence North at 1098.35 feet a point on the division line of Blocks Six [6] and Five [5] and at a total distance of 1599.7 feet a point on the North line of Block Five [5]; Thence West 408.46 feet to a point of beginning;

The above described tracts being the same property described as Tracts I, II, and III in Partition Deed dated December 20, 1972, of record in Volume 106, Pages 31-39, Deed Records, Willacy County, Texas.

Note: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of Item two [2] of Schedule "B" hereof.

Tract II

Tract 4 being a part of Blocks Five [5] and Six [6], Share 12, San Juan de Carricitos Grant, in Willacy County, Texas, containing 15 acres, and same being described by metes and bounds as follows:

Beginning at a point on the North line of Block Five [5], said point bears East 1339.22 feet from the Northwest corner of Block Six [6] of Partition Survey of Private Survey No. 591, Cameron County Map Records and being a part of Share 12, San Juan de Carricitos Grant, Willacy County, Texas;

Thence South at 501.45 feet a point on the South line of Block Five [5] and at a total distance of 1599.7 feet a point on the South line of Block Six [6];

SCHEDULE A

(Continued)

Thence East along the South line of said Block Six [6] a distance of 408.46 feet to a point;

Thence North at 1096.76 feet a point on the South line of Block Five [5] and at a total distance of 1599.7 feet a point on the North line of Block 5;

Thence following the North line of said Block Five [5] West 408.46 feet to the point of beginning, and containing 15.0 acres and being 4.71 acres in Block Five [5] and 10.29 acres in Block Six [6].

Note: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of Item two [2] of Schedule "B" hereof.

Tract III

Tract 5 being a part out of Blocks Five [5] and Six [6], Share 12, San Juan de Carricitos Grant, Willacy County, Texas, containing 15 acres, and same being described by metes and bounds as follows:

Beginning at a point on the Southeast corner of Block Six [6] of Partition Survey of Private Survey No. 591, Cameron County Map Records and being a part of Share 12, San Juan de Carricitos Grant, Willacy County, Texas;

Thence following the East line of said Block Six [6] North 0 Degrees 15 Minutes East 1095.0 feet to a point;

Thence North 89 Degrees 48 Minutes West 311.7 feet to a point on the division line of Blocks Five [5] and Six [6];

Thence North 503.63 feet to a point on the North line of Block Five [5];

Thence following the North line of said Block Five [5] West 196.74 feet to a point;

Thence South at 502.87 feet a point on the division line of Blocks Five [5] and Six [6] and at a total distance of 1599.7 feet a point on the South line of Block Six [6];

Thence following the South line of said Block Six [6] East 505.02 feet to the point of beginning, and containing 15.0 acres, and being 2.27 acres in Block Five [5] and 12.73 acres in Block Six [6], together with all improvements situated thereon.

Note: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of Item two [2] of Schedule "B" hereof.

SCHEDULE B

Commitment No.: 2023-1853

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EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below:~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Rights of Parties in Possession. (APPLIES TO OWNER'S POLICY ONLY)
 - b. Mineral interest, together with all rights relative thereto, express or implied, as described in that certain instrument executed by B.W. Kirsch, Inc. to Gordon P. Johnson and Rebecca J. Johnson, dated September 1, 1982, filed for record in the Office of the County Clerk of Willacy County, Texas in Volume 142, Page 109, Deed Records, Willacy County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument. [All Tracts]
 - c. Oil and Gas Lease, together with all rights relative thereto, express or implied, from Luciana Cavazos to J.E. Douglas, dated March 26, 1936, filed for record in the Office of the County Clerk of Willacy County, Texas in Volume 2, Page 79, Oil, Gas and Lease Records, Willacy County, Texas. Title to said interest not checked subsequent to the date of the aforesaid instrument.
 - d. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, from Narciso Cavazos and wife, Herminia Cavazos de Cavazos to J.E. Douglas, dated March 26, 1936, filed for record in the Office of the County Clerk of Willacy County, Texas in Volume 2, Page 86, Oil, Gas and Lease Records, Willacy County, Texas. Title to said interest not checked subsequent to the date of the aforesaid instrument.
 - e. Terms, covenants, conditions and provisions as set forth in that certain Memorandum of Lease and Easement Agreement by and between Sumner Family Partnership, Ltd, as Lessor, and Las Majadas Wind Farms, LLC, a Delaware limited liability company, as Lessee, dated September 18, 2018, filed for record in the Office of the County Clerk of Willacy County, Texas in Volume 628, Page 8012, Official Records Willacy County, Texas.
 - f. Easements or claims of easements which are not a part of the public record.
 - g. Prescriptive rights for roads, public or private, ditches, canals and/or utilities which are not a part of the public record, but visible from an inspection of the proposed insured land(s) or revealed by a proper survey.
 - h. Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.
 - i. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
(Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

SCHEDULE C

Commitment No.: 2023-1853

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Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. With respect to Sumner Family Partnership, Ltd., a limited partnership, the Title Company will require:
 - a) A copy of the Limited Partnership Agreement, together with all amendments thereto, if any, to determine the authority of the party(ies) to act on behalf of the limited partnership.
 - b) Satisfactory evidence that the Certificate of Limited Partnership or the Statement of Foreign Qualifications of a Foreign Limited Partnership has been filed with the office of the Secretary of State to verify that the limited partnership has qualified as such and to identify all of the general partners.
6. Subject to checking buyer(s) name.
7. Title Company reserves the right to revise any proposed insuring provision herein or make additional requirements upon its review of any additional documentation or information, including but not limited to a qualified approved survey.
8. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Parties, at Parties expense, may have the exception amended to read, shortages in area, thereby giving you coverage for those matters. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises that an Owner's Policy will insure against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping improvements if an additional premium for the coverage. Any Owner's Policy issued in connection with the closing of the proposed transaction will contain this coverage and an additional premium will be charged unless on or before the date of closing the Company is advised in writing that this coverage is rejected.

SCHEDULE C

(Continued)

9. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents:
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

10. In accordance with Procedural Rule P-30 (Guaranty Assessment Recoupment Charge), a Policy Guaranty Fee of \$2.00 for each Owner's Policy and Loan Policy issued must be collected at time of closing and remitted by the Title Company on all transactions closed on or after May 1, 2019. The Policy Guaranty Fee will be disclosed on the Closing Disclosure and/or the Texas Disclosure Form (Form T-64) as appropriate.

SCHEDULE D

Commitment No.: 2023-1853

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Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

- A-1. The following individuals are Directors and/or Officers of **SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.:**

DIRECTORS

John Robert King
Elizabeth King
John C. DeLoach
Peter Murphy
Jordan R. King
William D. Moschel
Neel Fulghum III

OFFICERS

John Robert King	President
Elizabeth King	Vice President/Secretary
John C. DeLoach	Chief Underwriting Officer
Jordan King	Treasurer

- A-2. The following individuals and entities are shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of **SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.**

John R. and Elizabeth King; Sierra Title Company, Inc.; Sierra Title of Hidalgo County, Inc.; Sierra Title Company of Cameron, Willacy & Kenedy Counties, Inc.

- A-3. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning ten percent (10%) or more of those entities referred to in item no. A-2 herein above as of the last day of the year preceding the date hereinabove set forth are as follows:

John King; Elizabeth King; W. D. Moschel; James M. Moffitt.

2. As to Sierra Title Company of Cameron, Willacy & Kenedy Counties, Inc. (Title Insurance Agent), the following disclosures are made:

- B-1. Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows:

John and Elizabeth King	Connie De La Garza	Estate of Bob and Bea Blaylock
Faith Realty	Virginia Cherrington	Robin Moore
Cameron County Tax Service	Robert Field	Estate of Tom Mason
Edwin Neel Fulghum, III	Homer and Gladys Hopkins	Estate of David Windham
W.D. Moschell, Trustee	Qualified Intermediary, Inc.	

- B-2. Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:

John and Elizabeth King

- B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Conrado De La Garza	Steve Robinson	John King
Dottie Rich	Elizabeth King	
Neel Fulghum, III	William D. Moschel	

- B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:

SCHEDULE D

(Continued)

John King	C.E.O.	Victoria Trevino	Vice President, Operations
Neel Fulghum, III	President		
Elizabeth King	Secretary		

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total **\$ 0.00**

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
%		Services Rendered

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

WARRANTY DEED

THE STATE OF TEXAS |
 COUNTY OF WILLACY |

KNOW ALL MEN BY THESE PRESENTS:

That the B. W. KIRSCH, INC. acting by and through its duly authorized President, B. W. Kirsch, of the County of Willacy and State of Texas for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GORDON P. JOHNSON and REBECCA J. JOHNSON of the County of Willacy and State of Texas, all of the following described real property in Willacy County, Texas, to-wit:

TRACT I:

Parcel A: A tract of land being a part of Block Number Six (6), Share Number Twelve (12), San Juan de Carricitos Grant in Willacy County, Texas, described by metes and bounds as follows:

BEGINNING at a point on the Southwest corner of Block Number Six (6) of Partition Survey of Private Survey No. 591, Cameron County Map Records being a part of Share Number Twelve (12), San Juan de Carricitos Grant, Willacy County, Texas;

THENCE North 1372.7 feet to a point on the Northwest corner of said Block Number Six (6); THENCE East 476.4 feet to a point; THENCE South 1370.6 feet to a point; THENCE South 89 deg. 45 min. West 476.4 feet to the point of beginning; and

Parcel B: A tract of land being a part of Blocks Numbers Five (5) and Six (6), Share Number Twelve (12), San Juan de Carricitos Grant, in Willacy County, Texas, and described by metes and bounds as follows:

BEGINNING at a point that bears North 89 deg. 45 min. East 476.4 feet from the Southwest corner of Block Number Six (6) of Partition Survey of Private Survey No. 591, Cameron County Map Records and being a part of Share Number Twelve (12), San Juan de Carricitos Grant, in Willacy County, Texas; THENCE North 1370.6 feet to a point; THENCE East at 403.7 feet a point on the division line of Block Numbers Six (6) and Five (5) and at a total distance of 454.36 feet a point on the North line of Block Number Five (5); THENCE South at 500.0 feet a point on the division line of Blocks Numbers Five (5) and Six (6) and at a total distance of 1599.7 feet to a point on the South line of Block Number Six (6); THENCE West 135.1 feet to a point; THENCE North 230.5 feet to a point; THENCE South 89 deg. 45 min. West 319.3 feet to the point of beginning, and

Parcel C: A tract of land being a part of Blocks Numbers Five and Six (6), Share Number Twelve (12), San Juan de Carricitos Grant, in Willacy County, Texas, described by metes and bounds as follows:

BEGINNING at a point that bears East 930.0 feet from the Northwest corner of Block Number Six (6) of Partition Survey of Private Survey No. 591, Cameron County Map Records and being a part of Share Number Twelve (12), San Juan de Carricitos Grant, Willacy County, Texas; THENCE South at 500.0 feet a point on the division line of Blocks Five (5) and Six (6) and at a total distance of 1599.7 feet a point on the South line of Block Number Six (6); THENCE East along the South line of said Block Number Six (6) a distance of 408.46 feet to a point, THENCE North at 1098.35 feet a point on the division line of Blocks Six (6) and Five (5) and at a total distance of 1599.7 feet a point on the North line of Block Number Five (5); THENCE West 408.46 feet to a point of beginning.

The above described tracts being the same property described as Tracts Nos. I, II, and III in Partition Deed dated December 20, 1972, of record in Volume 106, pages 31-39, Deed Records of Willacy County, Texas.

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TRACT II:

Tract Number Four (4) being a part out of Blocks Numbers Five (5) and Six (6), Share Number Twelve (12), San Juan de Carricitos Grant, in Willacy County, Texas, containing 15 acres, and same being described by metes and bounds as follows:

BEGINNING at a point on the North line of Block Number Five (5), said point bears East 1339.22 feet from the Northwest corner of Block Number Six (6) of Partition Survey of Private Survey No. 591, Cameron County Map Records and being a part of Share Number Twelve (12), San Juan de Carricitos Grant, Willacy County, Texas;

THENCE South at 501.45 feet a point on the South line of Block Number Five (5) and at a total distance of 1599.7 feet a point on the South line of Block Number Six (6);

THENCE East along the South line of said Block Number Six (6) a distance of 408.46 feet to a point;

THENCE North at 1096.76 feet a point on the South line of Block Number Five (5) and at a total distance of 1599.7 feet a point on the North line of Block Number Five (5);

THENCE following the North line of said Block Five (5) West 408.46 feet to the point of beginning, and containing 15.0 acres and being 4.71 acres in Block Number Five (5) and 10.29 acres in Block Number Six (6).

TRACT III:

Tract Number Five (5) being a part out of Blocks Numbers Five (5) and Six (6), Share Number Twelve (12), San Juan de Carricitos Grant, Willacy County, Texas, containing 15 acres, and same being described by metes and bounds as follows:

BEGINNING at a point on the Southeast corner of Block Number Six (6) of Partition Survey of Private Survey No. 591, Cameron County Map Records and being a part of Share Number Twelve (12), San Juan de Carricitos Grant, Willacy County, Texas;

THENCE following the East line of said Block Number Six (6) North 0 deg. 15 min. East 1095.0 feet to a point;

THENCE North 89 deg. 48 min. West 311.7 feet to a point on the division line of Blocks Five (5) and Six (6);

THENCE North 503.63 feet to a point on the North line of Block Number Five (5);

THENCE Following the North line of said Block Number Five (5) West 196.74 feet to a point;

THENCE South at 502.87 feet a point on the division line of Blocks Five (5) and Six (6) and at a total distance of 1599.7 feet a point on the South line of Block Number Six (6);

THENCE following the South line of said Block Number Six (6) East 505.02 feet to the point of beginning, and containing 15.0 acres, and being 2.27 acres in Block Number Five (5) and 12.73 acres in Block Number Six (6), together with all improvements situated thereon.

SAVE AND EXCEPT and there is hereby reserved unto the Grantor herein all oil, gas and other minerals in and under the above described TRACTS I, II, and III.

This conveyance is made subject to the terms, conditions and stipulations contained in the oil and gas leases of record in Volume 2, page 79 and in Volume 2, page 86, Oil and Gas Lease Records of Willacy County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and it does hereby bind itself, its successors, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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EXECUTED this 1st day of September, 1982.

B. W. KIRSCH, INC.

By *B. W. Kirsch*
B. W. Kirsch, President



Mailing address of each grantee:

Name: Gordon P. Johnson and Rebecca J. Johnson

Address: Route #1, Box 616
Raymondville, Texas 78580

THE STATE OF TEXAS |
COUNTY OF WILLACY |

BEFORE ME, the undersigned authority, on this day personally appeared B.W. Kirsch, President of the B. W. KIRSCH, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of September, 1982.



Emilia V. Cantu
Notary Public in and for Willacy County,
Texas

EMILIA V. CANTU
NOTARY PUBLIC IN AND FOR
WILLACY COUNTY, TEXAS

<p>228900 WARRANTY DEED</p>	<p>B. W. KIRSCH, INC. TO GORDON P. JOHNSON, ET AL</p>	<p>RETURN TO: GORDON JOHNSON Rt. 1, Box 616 Raymondville, Tx. 78580</p>	<p>FILED FOR RECORD At 3:56 o'clock P.M. 9-3-82 <i>[Signature]</i> Clerk County Court Willacy County, Texas M. G. GIBSON, CLERK \$7.00</p>	<p>ROGER ROBINSON ATTORNEY AT LAW POST OFFICE BOX 698 RAYMONDVILLE, TEXAS 78580</p>
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THE STATE OF TEXAS }
COUNTY OF WILLACY }

I do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 2 day of September, A.D., 19 82, at 3:56 o'clock P. M. and duly recorded this 9 day of September, A.D., 19 82, at 9:06 o'clock A. M. in the Deed records of said County in Volume 142, on pages 109-112.

WITNESS my hand and seal of the County Court of said County, at office in Raymondville, Texas, the day and year last above written.



LALO GOMEZ
County Clerk, Willacy County, Texas

By *[Signature]*, Deputy

THIS AGREEMENT, Made and entered into the 26th. day of March, 1936, by and between Luciana Cavazos, a feme sole, of Willacy County, hereinafter called lessor (whether one or more), and J. E. Douglas, of Hidalgo County, Texas, hereinafter called lessee:

WITNESSETH: That the lessor for and in consideration of Ten DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, and which payment is received in full satisfaction of each and every right hereby granted, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, with the exclusive right to prospect, explore by use of core drills or otherwise, to mine, operate, produce, store and remove therefrom oil, gas, casinghead gas, and all petroleum products, and all other minerals, and to build tanks, power houses, such other houses necessary for convenience of employees, stations, and structures thereon to produce, save and take care of and manufacture all of such substances together with rights-of-way, easements and servitude for pipe lines, telephones, and telegraph lines, with the right for such purposes to the free use of oil, gas, or water from said land, but not from lessor's water wells or ponds, without lessor's written consent, with the right of removing, either during, or after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, together with the right of ingress and egress at all times, all that certain tract of land situated in the County of Willacy, State of Texas, described as follows, to-wit:

Being Sixty-two and sixty-three (62.63) acres of land, more or less, known as Lot No. 5 of Block "D" of a Partition Survey No. 591 Cameron County Records, being also of record in Book One at page 26 Map records of Willacy County, Texas, and a part of Distributive Share No. 12 of the San Juan de Carricitos Grant: said 62.63 acres of land being more particularly described as follows: Beginning at the S. W. cor. of Alfredo Cavazos Lot No. 4 of the above survey 591 for the starting point of this tract; Thence, north 1599.7 ft. to a post for the N.E. corner of this tract, being also the N. W. cor. of Lot No. 4; Thence, west 2645.0 feet to a post in the south line of Lot No. 1 for the N. W. cor. of this tract; thence, south 500.00 feet to a post for the north S.W. corner of this tract; thence N. 89 deg. 48' west, a distance of 1377.4 feet to a post for an inner corner of this tract; Thence, South No. deg. 15' West, a distance of 1095 feet to a post for the S. W. cor. of this tract; Thence, East 1272.4 feet to the place of beginning and containing 62.63 acres, more or less. In the event a resurvey of said lands shall reveal the existence of excess and/or vacant lands lying adjacent to the lands above described and the lessor, his heirs, or assigns, shall, by virtue of his ownership of the lands above described, have preference right to acquire said excess and/or vacant lands, then in that event this lease shall cover and include all such excess and/or vacant lands which the lessor, his heirs, or assigns, shall have the preference right to acquire by virtue of his ownership of the lands above described as and when acquired by the lessor; and the lessee shall pay the lessor for such excess and/or vacant lands at the same rate per acre as the cash consideration paid for the acreage hereinabove mentioned.

TO HAVE AND TO HOLD the same for a term of ten (10) years from this date, hereinafter referred to as the primary term, and as long thereafter as oil or gas or casinghead gas, or either or any of them, is produced therefrom, or as much longer thereafter as the lessee in

good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casing-head gas, shall be produced therefrom.

In consideration of the premises, it is hereby mutually agreed as follows:

1. Lessee shall deliver to the credit of the lessor, as royalty, free of cost, in the pipe line to which it may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the net proceeds derived from the sale of gas from each well, where gas only is found, while the same is being sold or used off the premises, and in this event settlement shall be made by lessee on or before the 20th day of each calendar month for gas sold during the preceding month, but nothing in this agreement contained shall require lessee to save or market gas from said lands unless there shall be a surplus above field requirements and a market at the well for the same. The lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense at all times.

3. The lessee shall pay to the lessor for gasoline or other products manufactured and sold by the lessee from the gas produced from any oil well, as royalty, one-eighth (1/8) of the net proceeds from the sale thereof, after deducting cost of manufacturing the same. If said gas is sold by the lessee, the lessor shall receive as royalty one-eighth (1/8) of the market value in the field of such gas.

If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one (1) year from this date, pay or tender to the lessor or for the lessor's credit in the Raymondville State Bank at Raymondville, Texas, or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Sixty-two and 63/100 DOLLARS (\$62.63), which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively during the original term of this lease as fixed in the habendum clause hereof. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraph hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the bonus, royalties, and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

When required by lessor lessee shall bury pipe lines below plow depth and shall pay the surface owner or surface tenant for all damages to crops, trees, fences, buildings, and other improvements caused by his operations under this lease. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of the lessor, unless such drilling be necessary for the protection of the interest of either of the parties hereto.

If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset oil or gas wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease, shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, or shall default in any of the obligations imposed upon lessee by this lease, whether expressed or implied, such default shall not subject this lease to forfeiture or other liability, or affect this lease insofar as it covers that part or parts of said land upon which the said lessee or any assignee hereof shall not be in default. If at any time there be as many as four (4) parties entitled to royalties or rentals, lessee may withhold payment thereof, unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payment due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate, provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, lessee shall have the period of sixty (60) days from the stopping of production within which, at his election, to commence operations ^{for} ~~from~~ the drilling of another well, deepen an existing well or wells, or otherwise to attempt to restore the production of such existing well or wells, and if such work is so commenced and prosecuted with reasonable diligence and production results therefrom, this lease shall remain in force as long as production continues.

Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty or rentals accruing hereunder.

It is agreed that this lease shall never be terminated, forfeited, or cancelled for failure to perform in whole or in part, any of its implied covenants, conditions or stipulations, until it shall have been first finally determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions or stipulations.

All payments which may fall due under this lease may be made to Luciana Cavazos, at the above Bank, one the above named lessors, in the manner herein stated.

This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor lessee.

IN TESTIMONY WHEREOF, we sign this instrument the day and year first above written.

Luciana Cavazos.

\$0.50 revenue stamp attached
and duly cancelled 3-27-36. L.C.

THE STATE OF TEXAS)

COUNTY OF WILLACY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Luciana Cavazos, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th. day of March, A. D. 1936.

L. B. Puente,

(SEAL)

Notary Public in and for Willacy County, Texas.

Filed for record March 27, 1936 at 11:30 o'clock a.m. and duly recorded March 27, 1936 at 3:40 o'clock p.m. N. C. Tracy, County Clerk, Willacy County, Texas, By Peggy O'Neal, Deputy

#46970 OIL AND GAS LEASE

ALFREDO CAVAZOS
TO
J. E. DOUGLAS

THIS AGREEMENT, Made and entered into the 26th. day of March, 1936, by and between Alfredo Cavazos, of Willacy County, Texas, hereinafter called lessor (whether one or more), and J. E. Douglas, of Hidalgo County, Texas, hereinafter called lessee:

WITNESSETH: That the lessor for and in consideration of Ten DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, and which payment is received in full satisfaction of each and every right hereby granted, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, with the exclusive right to prospect, explore, by use of core drills or otherwise, to mine, operate, produce, store and remove therefrom oil, gas, casinghead gas, and all petroleum products, and all other minerals, and to build tanks, power houses, such other houses necessary for convenience of employees, stations, and structions thereon to produce, save and take care of and manufacture all of such substances together with right-

THE STATE OF TEXAS)

COUNTY OF WILLACY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alfredo Cavazos known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th. day of March, A. D. 1936.

L. B. Puente,

(SEAL)

Notary Public in and for Willacy County, Texas.

Filed for record March 27, 1936 at 11:30 o'clock a.m. and duly recorded March 28, 1936 at 8:35 o'clock a.m. N. C. Tracy, County Clerk, Willacy County, Texas, By Peggy O'Neal, Deputy.

#46971 OIL AND GAS LEASE

NARCISO CAVAZOS, ET UX
TO
J. E. DOUGLAS

THIS AGREEMENT, Made and entered into the 26th. day of March, 1936, by and between Narciso Cavazos and Herminia Cavazos de Cavazos, husband and wife, of Willacy County, Texas, hereinafter called lessor (whether one or more), and J. E. Douglas, of Hidalgo County, Texas, hereinafter called lessee:

WITNESSETH: That the lessor for and in consideration of Ten DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged and which payment is received in full satisfaction of each and every right hereby granted, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, with the exclusive right to prospect, explore by use of core drills or otherwise, to mine, operate, produce, store and remove therefrom oil, gas, casinghead gas, and all petroleum products, and all other minerals, and to build tanks, power houses, such other houses necessary for convenience of employees, stations, and structures thereon to produce, save and take care of and manufacture all of such substances together with rights-of-way, easements and servitude for pipe lines, telephones, and telegraph lines, with the right for such purposes to the free use of oil, gas, or water from said land, but not from lessor's water wells or ponds, without lessor's written consent, with the right of removing either during, or after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, together with the right of ingress and egress at all times, all that certain tract of land situated in the County of Willacy, State of Texas, described as follows, to-wit: Being Sixty-two and sixty-three One hundredth (62.63) acres of land, more or less, known as Lot No. 6 of Block "D" of a Partition Survey No. 591, Cameron County Records, being also of record in Book One at page 26 Map Records of Willacy County, Texas, and being a part of Distributive Share No. 12 of the San Juan de Carricitos Grant: said 62.63 acres of land being more particularly described as follows: BEGINNING at the S.W. cor. of Lot No. 1 of Ygnacia Cavazos de Mendez Tract for the starting point of this tract; Thence East 800.1 feet to a post in the S. line of said Lot No. 1 for a north-east cor. of this tract, same being also the N. W. cor. of Lot No. 5; Thence, south 500.0 feet to a post for corner of this tract; Thence, S. 89 deg. 48' East, a distance of 1377.4 feet to a post for the N.E. corner of this tract; (Thence, south No. deg. 15' West a distance of 1095 feet to a post for the S. E. corner of this tract;) Thence, West 1456.0 ft. to a post for cor. Thence N. 230.5 ft. to a post for corner; Thence south 89 deg.

45' W. 795.7 ft. to a post for the S. W. corner of this tract; Thence, north 1372.7 feet to the place of beginning and containing 62.63 acres, more or less. In the event a resurvey of said lands shall reveal the existence of excess and/or vacant lands lying adjacent to the lands above described and the lessor, his heirs, or assigns, shall, by virtue of his ownership of the lands above described, have preference right to acquire said excess and/or vacant lands, then in that event this lease shall cover and include all such excess and/or vacant lands, which the lessor, his heirs, or assigns, shall have the preference right to acquire by virtue of his ownership of the lands above described as and when acquired by the lessor; and the lessee shall pay the lessor for such excess and/or vacant lands at the same rate per acre as the cash consideration paid for the acreage hereinabove mentioned.

TO HAVE AND TO HOLD the same for a term of ten (10) years from this date, hereinafter referred to as the primary term, and as long thereafter as oil or gas or casinghead gas, or either or any of them, is produced therefrom, or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises, it is hereby mutually agreed as follows:

1. Lessee shall deliver to the credit of the lessor, as royalty, free of cost, in the pipe line to which it may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the net proceeds derived from the sale of gas from each well, where gas only is found, while the same is being sold or used off the premises, and in this event settlement shall be made by lessee on or before the 20th day of each calendar month for gas sold during the preceding month, but nothing in this agreement contained shall require lessee to save or market gas from said lands unless there shall be a surplus above fuel requirements and a market at the well for the same. The lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense at all times.

3. The lessee shall pay to the lessor for gasoline or other products manufactured and sold by the lessee from the gas produced from any oil well, as royalty, one-eighth (1/8) of the net proceeds from the sale thereof, after deducting cost of manufacturing the same. If said gas is sold by the lessee, the lessor shall receive as royalty one-eighth (1/8) of the market value in the field of such gas.

If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one (1) year from this date, pay or tender to the lessor or for the lessor's credit in the Raymondville State Bank at Raymondville, Texas, or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Sixty-two and 63/100 DOLLARS (\$62.63), which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively during the original term of this lease as fixed in

the habendum clause hereof. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease, shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraph hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the bonus, royalties, and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

When required by lessor lessee shall bury pipe lines below plow depth and shall pay the surface owner or surface tenant for all damages to crops, trees, fences, buildings, and other improvements caused by his operations under this lease. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of the lessor, unless such drilling be necessary for the protection of the interest of either of the parties hereto.

If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset oil or gas wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease, shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, or shall default in any of the obligations imposed upon lessee by this lease, whether expressed or implied, such default shall not subject this lease to forfeiture or other liability, or affect this lease insofar as it covers that part or parts of said land upon which the said lessee or any assignee hereof shall not be in default. If at any time there be as many as four (4) parties entitled to royalties or rentals, lessee may withhold payment thereof, unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payment due hereunder, and to execute division and transfer orders on behalf of said parties and their

respective successors in title.

If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, lessee shall have the period of sixty (60) days from the stopping of production within which, at his election, to commence operations for the drilling of another well, deepen an existing well or wells, or otherwise to attempt to restore the production of such existing well or wells, and if such work is so commenced and prosecuted with reasonable diligence and production results therefrom, this lease shall remain in force as long as production continues.

Lessors hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

It is agreed that this lease shall never be terminated, forfeited, or cancelled for failure to perform in whole or in part, any of its implied covenants, conditions or stipulations until it shall have been first finally determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions or stipulations.

All payments which may fall due under this lease may be made to Narciso Cavazos at the above Bank, one of the above named lessors, in the manner herein stated.

This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN TESTIMONY WHEREOF, we sign this instrument the day and year first above written.

\$0.50 revenue stamp attached and
duly cancelled 3-27-36. C.N.C.

Narciso Cavazos

Herminia Cavazos de Cavazos

THE STATE OF TEXAS)

COUNTY OF WILLACY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Narciso Cavazos and Herminia Cavazos de Cavazos, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Herminia Cavazos de Cavazos, wife of the said Narciso Cavazos having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Herminia Cavazos de Cavazos acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th. day of March, A. D. 1936.

L. B. Puente,

(SEAL)

Notary Public in and for Willacy County, Texas.

Filed for record March 27, 1936 at 11:30 o'clock a.m. and duly recorded March 28, 1936 at 10:40 o'clock a.m. N. C. Tracy, County Clerk, Willacy County, Texas, By Peggy O'Neal, Deputy.

MEMORANDUM OF LEASE AND EASEMENT AGREEMENT**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Las Majadas Wind Farm, LLC,
c/o EDF Renewables, Inc.
Manager, Corporate Land Administration
15445 Innovation Drive
San Diego, CA 92128

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of September 18, 2018 by and between Sumner Family Partnership, Ltd., ("Landowner"), and Las Majadas Wind Farm, LLC, a Delaware limited liability company ("Wind Company").

RECITALS:

WHEREAS, Landowner and Wind Company have entered into a Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Willacy County, Texas; and

WHEREAS, Landowner and Wind Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Willacy County, Texas, in order to provide record notice of the Lease and Easement Agreement and Wind Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Wind Company, and Wind Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property. In addition, Landowner grants, conveys, transfers and warrants to Wind Company, its successors and assigns the following easements:
- (a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;
 - (b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;
 - (c) A non-exclusive easement for the Access Rights;
 - (d) A non-exclusive easement to permit the Wind Power Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects;
 - (e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and use, maintain, repair, operate and monitor wind turbines and meteorological towers;
 - (f) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;
 - (g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;
 - (h) A non-exclusive easement and right to install, maintain, repair and operate on the Property high-voltage transmission lines ("Transmission Lines") which carry electrical energy to and/or from the Property and communication lines which carry communications to and from the Property and other above ground improvements or fixtures associated with any of the foregoing;
 - (i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;
 - (j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Wind Power Facilities whether located on or off the Property (the "Construction Easement");
 - (k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more substations, operations and maintenance buildings and temporary or permanent lay-down areas; and

- (1) An easement to undertake any such other activities that Wind Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Wind Power Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.
3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial five (5) year Development Term with the right to extend the Lease and Easement Agreement for up to an additional five (5) years, for a total Development Term of ten (10) years. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty (30) years from the Operations Date. Wind Company may extend the Operations Term by up to one (1) additional twenty-year term commencing on the last day of the original or extended Operations Term, as the case may be, by giving Landowner written notice of such extension on or prior to expiration of the then-current Operations Term. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. A written termination of the Lease and Easement Agreement shall be filed with the Public Land Records of the county and state where said Property is located.
4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Wind Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.
5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of **Willacy County, Texas**, in order to provide public record notice of the Lease and Easement Agreement and Wind Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Wind Company and Landowner have executed this Lease to be effective as of the Effective Date.

LANDOWNER:

Sumner Family Partnership, Ltd.

By: Tom Maher
Printed Name: Tom Maher
Title: General Manager

STATE OF ~~TEXAS~~ Oklahoma

COUNTY OF Cleveland

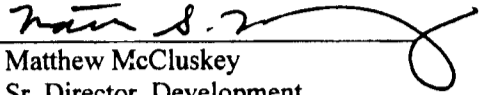
This instrument was acknowledged before me on this 13 day of September, 2018 by Tom Maher, as General Manager of Sumner Family Partnership, Ltd., on behalf of said Partnership.



Sonia Gallegos
Notary Public's Signature

WIND COMPANY:

Las Majadas Wind Farm, LLC, a Delaware limited liability company
By: EDF-RE US Development, LLC, its Manager
By: EDF Renewables Development, Inc., its Managing Member

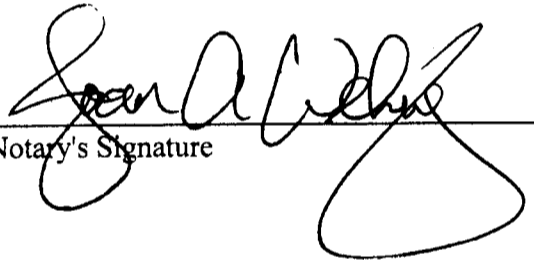
By: 
Matthew McCluskey
Sr. Director, Development

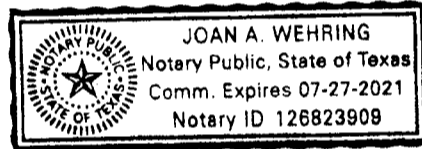
THE STATE OF TEXAS

COUNTY OF HARRIS

Before me Joan A. Wehring, Notary Public, on this day personally appeared Matthew McCluskey known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of September, 2018.


Notary's Signature



NOTARY SEAL AND/OR STAMP

EXHIBIT A

PROPERTY

A **75.51** acre tract of land out of Blocks 5 and 6, of Partition Survey of Private Survey No. 591, being a part of Share 12 of the San Juan de Carricitos Grant, Willacy County, Texas and being described by metes and bounds as follows:

BEGINNING at a point for the southwest corner of Share 6, said point being the southwest corner of this tract of land;

THENCE North $01^{\circ} 10' 57''$ West, along the west line of said Share 6, 1399.37 feet, to a point for the northwest corner of Share 6, and being the northwest corner of this tract of land;

THENCE North $89^{\circ} 26' 07''$ East, 1934.55 feet, to a point for the most north-northeast corner of this tract of land;

THENCE South $00^{\circ} 54' 56''$ East, 518.38 feet, to a point;

THENCE North $88^{\circ} 34' 23''$ East, 310.19 feet, to a point;

THENCE South $01^{\circ} 17' 29''$ East, 1094.96 feet, to a point for the southeast corner of this tract of land;

THENCE South $89^{\circ} 05' 04''$ West, 1465.00 feet, to a point;

THENCE North $01^{\circ} 07' 31''$ West, 225.47 feet, to a point;

THENCE South $88^{\circ} 54' 21''$ West, 779.54 feet, to the POINT OF BEGINNING.

CAD: 14671

Acres: 75.51

{End of Exhibit A}

Doc# 20180001583
#Pages 7 #NFPages 0
9/24/2018 10:49:58 AM
Filed & Recorded in
Official Public Records of
Willacy County Clerk
Susana R. Garza
Fees: \$50.00

STATE OF TEXAS
COUNTY OF WILLACY

I hereby certify that this instrument was
FILED on the date stamped hereon by me and
was duly RECORDED in the Volume and Page
of the named RECORDS of Willacy County,
Texas, Susana R. Garza Willacy County Clerk.

By: _____
Deputy

