



Control Number: 44542



Item Number: 1

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Caddo Village Sale, Transfer Merger Application**Table of Content**

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RECEIVED
2015 MAR 16 PM 2:14
PUBLIC UTILITY COMMISSION
FILING CLERK



Application for Sale, Transfer, or Merger of a Retail Public Utility

Pursuant to Chapter 13.251 of the Texas Water Code

RECEIVED
2015 MAR 16 PM 2:14
PUBLIC UTILITY COMMISSION
FILING CLERK

Docket Number: _____

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original, along with one copy of the portable electronic storage medium (such as CD or DVD) containing the GIS data shall be filed with

Public Utility Commission of Texas
Attention: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

No later than seven days after filing the application for the boundary change, provide a copy of each paper map and a portable electronic storage medium (such as CD, flash drive or DVD) containing complete and identical data to the portable electronic storage medium submitted above to

Texas Natural Resources Information System
1700 N. Congress Ave, Room B40
Austin, Texas 78701

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Part A – General Information

*RN# 101209328,102187218 *CN# 603054271 * (PRIOR TCEQ ID numbers)

1. Proposed action of application (check all the boxes that apply):

☒ Sale of ☐ All ☒ Portion of the ☒ Water system(s) under CCN No.: 11911
☐ Acquisition ☒ Sewer system(s) under CCN No.: 21064
☐ Lease/Rental

☐ Transfer of ☐ All ☐ Portion of the ☐ Certificated water service area – CCN No.:
☐ Certificated sewer service area – CCN No.:

If only a portion of a system or certificated service area is affected by this transaction, please specify the areas or subdivision involved:

Caddo Village

and to:

☐ Obtain a CCN for the transferee (purchaser) – indicate if purchaser will take the seller's CCN
☐ Amend the transferee's CCN No.:
☐ Merge or consolidate public utilities
☐ Cancel CCN of the transferor (seller)

2. Proposed effective date of this transaction: 7/11/2015

(Must be at least 120 days after proper notice is provided)

Part B – Current Service Provider or Seller Information

Questions 3 through 5 apply to the transferor (current service provider or seller)

3. For the current CCN holder or service provider please indicate:

A. Name: Ranch Utilities, L.P.

(Individual, Corporation or Other Legal Entity)

who is a(n):of ☐ Individual ☐ Corporation ☐ WSC ☐ HOA or POA ☒ Other L.P.

B. Utility Name (if different than above): Ranch Utilities, L.P.

Address: PO Box 409, Tomball, Tx 77377 Telephone: (AC) (281) 356-5347

C. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant.

Name: Yvette Castro

Title: Secretary

Address: PO Box 409, Tomball, Tx 77377

Telephone: (AC) (281) 305-1124

Fax: (281) 356-5382

Email: yvettec@quadvest.com

4. About the last rate increase for the system or facilities being transferred:

A. What was the effective date of the last rate increase?

3/5/2013

B. Was notice of this increase provided to the Public Utility Commission of Texas (commission or PUC) or a predecessor regulatory authority?

☐ No ☒ Yes- Application/Docket Number: 2013-1251-UCR Date Jan 3, 2013

5. Please provide a list of all customers affected by this transaction who have deposits held by the transferor or seller utility, if any, and include the following information (attach additional sheets if necessary):

Name and Address of Utility Customer	Date of Deposit	Amount of Deposit	Amount of Unpaid Interest on Deposit
See Attachment A			

Part C – Purchaser or Transferee Information

Questions 6 through 16 refer to the transferee or purchaser.

6. For the person or entity acquiring the facilities and/or CCN:

Applicant: Quadvest, L.P.
(Individual, Corporation, or Other Legal Entity)

Utility Name: Quadvest, L.P.
(If different than above)

Utility Address: PO Box 409 Tomball, TX 77377

Fax: (281) 356-5382 Email: yvettec@quadvest.com Telephone (AC): (281) 305-1124

CCN Numbers held prior to the filing of this application: 11612, 20952

7. Check the appropriate box and provide information regarding the legal status of the transferee applicant:

☐ Individual
☐ Home or Property Owners Association
☒ Partnership; attach copy of partnership agreement Attachment 'B'
☐ Corporation; provide charter number as recorded with the Office of the Secretary of State for Texas:
☐ Non-profit, member owned, member-controlled Cooperative Corporation (Article 1434(a) Water Sewer Service Corporation); provide charter number:

<input type="checkbox"/>	Municipally-owned utility
<input type="checkbox"/>	District (MUD, SUD, WCID, etc.)
<input type="checkbox"/>	County
<input type="checkbox"/>	Other (please explain):

8. If the applicant is an *Individual* or sole proprietorship, provide the following information. If not, skip to the next question.

Name:	NA	Email	
Address			
Telephone (AC):		Fax (AC):	

9. If the applicant is other than an *Individual*, provide the following information regarding the officers or partners of the legal entity applying for the transfer. You must complete either question 8 or question 9, whichever applies to the transferee applicant. Attachment 'C'

•Name:		Telephone (AC):	
Address:			
Position:		Ownership % (if applicable):	0.00%

•Name:		Telephone (AC):	
Address:			
Position:		Ownership % (if applicable):	0.00%

•Name:		Telephone (AC):	
Address:			
Position:		Ownership % (if applicable):	0.00%

•Name:		Telephone (AC):	
Address:			
Position:		Ownership % (if applicable):	0.00%

•Name:		Telephone (AC):	
Address:			
Position:		Ownership % (if applicable):	0.00%

•Name:		Telephone (AC):	
Address:			
Position:		Ownership % (if applicable):	0.00%

- Attach additional sheet(s) if necessary -

- Important:** • If the applicant is a for-profit corporation, please provide a copy of the corporation's "Certification of Account Status" from the State Comptroller Office. This "Certification of Account Status" can be obtained from: ATTACHMENT 'K'

Texas Comptroller of Public Accounts

P. O. Box 13528, Capitol Station

Austin, Texas 78711

1-800-252-5555

- If the applicant is an Article 1434a water supply or sewer service corporation or other non-profit corporation, please provide a copy of the Articles of Incorporation and By-Laws.

10. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant.

Name:	Yvette Castro	Title:	Secretary
Address:	PO Box 409, Tomball, Tx 77377	Telephone (AC):	(281) 305-1124
Fax #	(281) 356-5382	Email	yvettec@quadvest.com
Relationship to the applicant:	Owner		

IF THERE ARE MORE THAN TWO PARTIES INVOLVED IN THIS TRANSACTION, PLEASE ATTACH SHEETS PROVIDING THE INFORMATION REQUIRED IN QUESTION 6 THROUGH QUESTION 10 FOR EACH PARTY

11. Please respond to each of the following questions. Attach additional sheets if necessary.

- A. Describe the experience and qualifications of the applicant to provide adequate utility service to the requested area

Quadvest has over 36 years experience in operation, maintenance, building water and wastewater systems throughout Texas and currently services approximately 9,000 customers. Quadvest has the financial and technical capabilities of producing quality utility service.

- B. Has the applicant acquiring the CCN or facilities or an affiliated interest of the applicant been under enforcement action by the PUC, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG) or the Environmental Protection Agency (EPA) in the past for noncompliance with rules, orders or State Statutes? ☒ Yes ☐ No

If yes, please attach copies of any correspondence with these regulatory agencies concerning these enforcement actions and describe any actions and efforts to comply with those requirements. Attach additional sheets if needed.

See Attachment 'D'

- C. Describe the source and availability of funds required to make the planned or required improvements, if any, to meet minimum requirements of the TCEQ and PUC and ensure continuous and adequate service.

Operations-funds and consolidation into Quadvest will ensure continuous and adequate service

D. Describe the anticipated impact of this transaction on the quality of utility service and explain any anticipated changes in the quality of service.

With greater financial capabilities from Quadvest, L.P., this transaction will ensure the continued operation and maintenance of the system

E. How will the transaction serve the public interest?

With greater financial capabilities from Quadvest, L.P., this transaction will ensure the continued operation and maintenance of the system

12. Please describe the nature of the proposed transaction:

Purchasing assets of Ranch Utilities

13. If the transferee applicant is an Investor Owned Utility (IOU) and will be under the rate jurisdiction of the PUC, please provide the following information. Water supply or sewer service corporations and political subdivisions of the state should mark this section N/A:

A.

• Total Purchase Price: \$ 626,756.00

• Total Original Cost (as recorded on books of seller or merging entity): \$ 1,190,150.00

• Accumulated Depreciation as of the proposed effective date of the transaction: \$ 563,394.00

• Contributions in Aid of Construction:

- Specific surcharges approved by TCEQ or PUC:

- Revenues from explicit customer agreements:

- Developer Contributions (please explain):

Colony Ridge paid for a portion of the water and sewer facilities at Caddo Village

- Other Contributions (please explain):

Total Contributions in Aid of Construction \$ 268,858.00

• Net Book Value: \$ 626,756.00

- ☒ If the Original Cost or any of the above items has been established in a rate case proceeding by the PUC, the TWC or the TCEQ, please provide the Application/Docket Number and date:

Application/Docket Number: 2013-1251-UCR

Date: 1/3/2013

- ☒ If the applicant is not under the rate jurisdiction of the TCEQ, only the purchase price and information related to Contributions in Aid of Construction is required.

Please provide any other information concerning the nature of the transaction you believe should be given consideration if not explained elsewhere in the application.

[attach additional sheet(s) if necessary]:

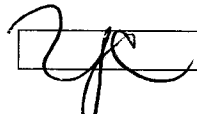
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- C. Complete the following proposed entries listed below as shown in books of purchasing (or surviving) company. Additional entries may be made; the following are suggested only, and not intended to pose descriptive limitations.

Utility Plant in Service:	\$ 1,190,150.00
Plant Acquisition Adjustment:	
Extraordinary Loss on Purchase:	
Accumulated Depreciation of Plant:	\$ 563,394.00
Cash:	\$ 626,756.00
Notes Payable:	
Mortgage Payable:	
Others (please list):	

As the purchaser, I understand that it is **my responsibility** in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service.

Purchaser's Initials:



Date: 3/12/2015

14. Please indicate the proposed effect of this transaction on the rates to be charged to the affected customers:

<input type="checkbox"/>
<input type="checkbox"/>

All the customers will be charged the same rates as they were charged before the transaction.

Some

<input checked="" type="checkbox"/>

All customers will be charged different rates than they were charged before the transaction.

If rates are changing, please explain:

☒ Applicant is an IOU and intends to file with the commission or municipal regulatory authority an application to change rates of some/all of its customers as a result of this transaction. If so, please explain:

☐ Other. Please explain:

15. List all neighboring water and /or sewer utilities, cities, and political subdivisions providing the same service within two (2) miles of area affected by this proposed transaction. This information should be available from the water utility database (WUD) or Applicant's licensed water operator.

See Attachment E

16. Financial, Managerial and Technical information for the acquiring entity.

Part D – Historical Financial Information

HISTORICAL BALANCE SHEETS	CURRENT YEAR (A)	A-1 YEAR	A-2 YEAR	A-3 YEAR	A-4 YEAR	A-5 YEAR
CURRENT ASSETS						
Cash						
Accounts Receivable						
Inventories						
Income Tax Receivable						
Other						
Total						
FIXED ASSETS						
Land						
Collection/Distribution System						
Buildings						
Equipment						
Other						
Less: Accum. Depreciation or Reserves						
Total						
TOTAL ASSETS						
CURRENT LIABILITIES						
Accounts Payable						
Notes Payable, Current						
Accrued Expenses						
Other						
TOTAL						
LONGTERM LIABILITIES						
Notes Payable, Long-term						
Other						
TOTAL LIABILITIES						
OWNER'S EQUITY						
Paid in Capital						
Retained Equity						
Other						
Current Period Profit or Loss						
TOTAL OWNER'S EQUITY						
TOTAL LIABILITIES AND EQUITY						
WORKING CAPITAL						
CURRENT RATIO						
DEBT TO EQUITY RATIO EQUITY TO TOTAL ASSETS						

HISTORICAL INCOME STATEMENT	CURRENT YEAR (A)	A-1 YEAR	A-2 YEAR	A-3 YEAR	A-4 YEAR	A-5 YEAR
METER NUMBER						
Existing Number of Taps						
New Taps Per Year						
Total Meters at Year End						
METER REVENUE						
Fees Per Meter						
Cost Per Meter						
Operating Revenue Per Meter						
GROSS WATER REVENUE						
Fees						
Other						
Gross Income						
OPERATING EXPENSES						
General & Administrative						
Interest						
Other						
NET INCOME						

HISTORICAL EXPENSE DETAIL	CURRENT YEAR (A)	A-1 YEAR	A-2 YEAR	A-3 YEAR	A-4 YEAR	A-5 YEAR
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries						
Office Expense						
Computer Expense						
Auto Expense						
Insurance Expense						
Telephone Expense						
Utilities Expense						
Depreciation Expense						
Property Taxes						
Professional Fees						
Other						
Total						
% Increase Per Year						
OPERATIONAL EXPENSES						
Salaries						
Auto Expense						
Utilities Expense						
Depreciation Expense						
Repair & Maintenance						
Supplies						
Other						
Total						
% Increase Per Year						
ASSUMPTIONS						
Interest Rate/Terms						
Utility Cost/gal.						
Depreciation Schedule						
Other						

Part E – Projected Information**PROJECTED BALANCE SHEETS**

	START UP	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CURRENT ASSETS						
Cash						
Accounts Receivable						
Inventories						
Income Tax Receivable						
Other						
Total						
FIXED ASSETS						
Land						
Collection/Distribution System						
Buildings						
Equipment						
Other						
Less: Accum. Depreciation or Reserves						
Total						
TOTAL ASSETS						
CURRENT LIABILITIES						
Accounts Payable						
Notes Payable, Current						
Accrued Expenses						
Other						
Total						
LONGTERM LIABILITIES						
Notes Payable, Long-term						
Other						
TOTAL LIABILITIES						
OWNER'S EQUITY						
Paid in Capital						
Retained Equity						
Other						
Current Period Profit or Loss						
TOTAL OWNER'S EQUITY						
TOTAL LIABILITIES AND EQUITY						
WORKING CAPITAL						
CURRENT RATIO						
DEBT TO EQUITY RATIO						
EQUITY TO TOTAL ASSETS						

PROJECTED INCOME STATEMENT

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
METER NUMBER						
Existing Number of Taps						
New Taps Per Year						
Total Meters at Year End						
METER REVENUE						
Fees Per Meter						
Cost Per Meter						
Operating Revenue Per Meter						
GROSS WATER REVENUE						
Fees						
Other						
Gross Income						
OPERATING EXPENSES						
General & Administrative						
Interest						
Other						
NET INCOME						

PROJECTED EXPENSE DETAIL

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries						
Office Expense						
Computer Expense						
Auto Expense						
Insurance Expense						
Telephone Expense						
Utilities Expense						
Depreciation Expense						
Property Taxes						
Professional Fees						
Other						
Total						
% Increase Per Year	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
OPERATIONAL EXPENSES						
Salaries						
Auto Expense						
Utilities Expense						
Depreciation Expense						
Repair & Maintenance						
Supplies						
Other						
Total						
% Increase Per Year	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
ASSUMPTIONS						
Interest Rate/Terms						
Utility Cost/gal.						
Depreciation Schedule						
Other						

PROJECTED SOURCES AND USES OF CASH STATEMENTS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
SOURCES OF CASH						
Net Income						
Depreciation (If Funded)						
Loan Proceeds						
Other						
Total Sources						
USES OF CASH						
Net Loss						
Principle Portion of Pmts.						
Fixed Asset Purchase						
Reserve						
Other						
Total Uses						
NET CASH FLOW						
DEBT SERVICE COVERAGE						
Cash Available for Debt						
SERVICE (CADS)						
Net Income (Loss)						
Depreciation, or Reserve Interest						
Total						
REQUIRED DEBT SERVICE (RDS)						
Principle Plus Interest						
DEBT SERVICE COVERAGE RATIO						
CADS Divided by RDS						

Part F – TCEQ Public Water or Sewer System Information

☞ Please answer questions 17 through 22 on a different sheet for each physically Distinct system being transferred or acquired.

17. A. For Water Systems. TCEQ Public Water System Identification Number:

1	7	0	0	4	7	3
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Date of last inspection:

10/23/14

Attachment 'G'

B. For Wastewater Systems:

-TCEQ Discharge Permit Number: W Q

1	2	6	7	0
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 -

0	0	1
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-Name of Permittee:

Ranch Utilities

-Date of application to transfer Discharge Permit submitted:

3/16/2015

-Date of application to transfer Discharge Permit approved by TCEQ:

--

18. A. Are any improvements required to meet TCEQ or PUC standards? ☐ Yes ☒ No. If yes, please explain:

--

B. Is there a moratorium on new connections? ☐ Yes ☒ No. If yes, please explain:

--

C. Provide details of each required major capital improvement to correct the deficiencies and meet the TCEQ or PUC standards (attach additional sheets if necessary):

Description of the Required Improvement	Schedule to Complete	Estimated Cost
None		

19. Does the system being transferred operate within the city limits of a municipality or within district boundaries? ☐ Yes ☒ No

If yes, indicate the number of customers within the city limits or district boundaries:
 Water Sewer

☞ Attach copy of franchise agreement or consent letter from the city or district.

20. Do you currently purchase water or sewer treatment capacity from another source? ☐ Yes ☒ No
☐ Water ☐ Sewer Purchased on a ☐ Regular ☐ Seasonal ☐ Emergency Basis

• Source: % of total supply:

21. List the number of existing connections to be effected by this transaction.

Water				Sewer	
	-Non Metered		-2" meter	-Residential Connection	417
417	-5/8" or 3/4" meter		-3" meter	-Commercial Connection	
	-1" meter		-4" meter	-Industrial Connection	
	-1 1/2" meter		-Other	-Other	
Total Water Connections:			417	Total Sewer Connections	417

20. Has the system reached 85% of its capacity based on TCEQ's minimum requirements? ☐ Yes ☒ No
 If yes, please explain what steps are being taken to address the capacity issues:

23. List the name, class, and license number of the operator(s) that will be responsible for the system:

Name	Class	License#
Attachment H		

24. Attach the following maps with each copy of the application: Attachment 'I'

- a. One small scale map clearly showing affected service area with enough detail to accurately locate the area if the application is for the transfer of all or a portion of a CCN.
- b. One large scale map showing the proposed service area boundaries being sold, transferred, or merged and, if available, the existing and proposed facilities. Color coding should be used to differentiate existing from proposed facilities. Facilities and service area boundaries should be shown with such exactness that they can be located on the ground. If transferring area not currently in a CCN or a portion of an existing CCN area please attach the following hard copy maps with each copy of the application:
 1. A general location map delineating the proposed service area with enough detail to accurately locate the proposed area within the county.
 2. A map showing only the proposed area by:
 - i. metes and bounds survey certified by a licensed state or registered professional land surveyor; or
 - ii. projectable digital data with metadata (proposed areas should be in a single record and clearly labeled, data disk should be included); or
 - iii. following verifiable natural and man-made landmarks, or
 - iv. a copy of recorded plat map with metes and bounds.
 3. A written description of the proposed service area.

Part G – Oaths and Notices

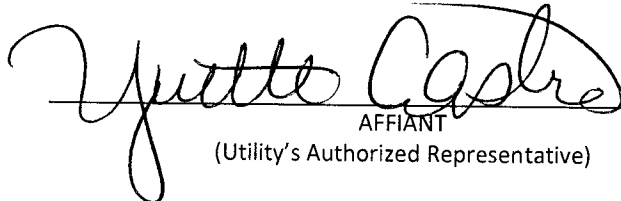
OATH FOR SELLER OR FORMER SERVICE PROVIDER

STATE OF Texas

COUNTY OF Montgomery

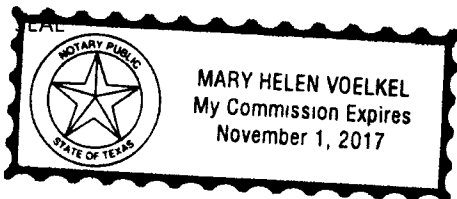
I, Yvette Castro, being duly sworn, file this application for sale, lease, rental or merger or consolidation as Owner, Secretary (*indicate relationship to applicant*) that is, owner, member of partnership, title as officer of corporation, or other authorized representative of applicant; that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.


I further state that I have provided to the purchaser or transferee a written disclosure statement about any contributed property as required under Section 13.301(i) and copies of any outstanding Orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas, or Attorney General and have also complied with the notice requirements in Section 13.301(k) of the Texas Water Code.


AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas, this day 11th of MARCH, 20 15.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MARY Helen Voelkel
PRINT OR TYPE NAME OF NOTARY
MY COMMISSION EXPIRES 11-1-2017

One copy of this page must be submitted for each utility involved in this transaction.

OATH FOR PURCHASER OR ACQUIRING ENTITY

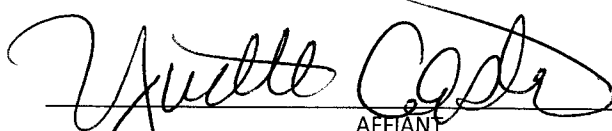
STATE OF Texas

COUNTY OF Montgomery

I, Yvette Castro, being duly sworn, file this application for

sale, lease, rental or merger or consolidation as Owner, Secretary
(**indicate relationship to applicant**) that is, owner, member of partnership, title as officer of corporation, or other authorized representative of applicant; that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I am also authorized and do agree to be bound by and comply with any outstanding orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.



AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

Applicant represents that all other parties to this transaction have been furnished copies of this completed application.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas, this
day 11th of MARCH, 20 15.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS


PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES

11-1-2017

One copy of this page must be submitted for each utility involved in this transaction.

Notice to Current Customers, Neighboring Systems and Cities

Ranch Utilities, L.P. _____ 'S
 (Seller's or Transferor's Name)

**NOTICE OF INTENT TO SELL FACILITIES AND TRANSFER CERTIFICATE OF CONVENIENCE AND
 NECESSITY (CCN) NO** 11911 & 21064 **TO** Quadvest, L.P.

IN Montgomery COUNTY, TEXAS (Purchaser's or Transferee's Name)

To: _____ Date Notice Mailed _____, 20 ____
 (Name of Customer, Neighboring System or City)

 (Address)

City _____ State _____ Zip _____

Ranch Utilities PO Box 409, Tomball, Tx 77377

Sellers or Transferors' Name _____ Address _____ City/State/Zip Code _____

has submitted an application with the Public Utility Commission of Texas to sell facilities and transfer
 water or sewer (please select) CCN No. 11911 & 21064 in Montgomery [County Name]

County to:

Quadvest, L.P. _____ PO Box 409 _____ Tomball, Tx 77377
 Purchasers or Transferee's Name _____ Address _____ City/State/Zip Code _____

The sale is scheduled to take place as approved by the Commission (V.T.C.A., Water Code §13.301). The transaction and the transfer of the CCN include the following subdivision(s):

Caddo Village

The area subject to this transaction is located approximately 2 miles East, northeast [direction] of
 downtown Willis, [City or Town] Texas, and is **generally** bounded on the north by

N. Buffalo Circle ; on the east by E. Buffalo Circle
 ; on the south by FM 1097 ; and on the west by West Buffalo Circle

The total area being requested includes approximately 130 acres and serves 417 current customers.
 This transaction will have the following effect on the current customer's rates and services:
 None

Affected persons may file written protests and/or request a public hearing within 30 days of this notice.

To request a hearing, you must:

- (1) state your name, mailing address and daytime telephone number;
- (2) state the applicant's name, application number or another recognizable reference to this application;
- (3) include the statement "I/we request a public hearing";
- (4) write a brief description of how you, the persons you represent, or the public interest would be adversely affected by the proposed transaction and transfer of the CCN; and
- (5) state your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Only those persons who submit a written request to be notified of a hearing will receive notice if a hearing is scheduled. The Commission will issue the CCN requested in the referenced application unless a hearing is scheduled to consider the transaction. If no protests or requests for hearing are filed during the comment period, the Commission may issue the CCN 30 days after publication of this notice.

Persons who wish to protest or request a hearing on this application should write the:

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

**Se desea informacion en Espanol, puede llamar al
1-888-782-8477**

Utility Representative

Utility Name

Notice to Current Customers, Neighboring Systems, Landowner and Cities

Ranch Utilities, L.P. _____ 'S NOTICE OF INTENT TO SELL FACILITIES TO
(Seller's or Transferor's Name)

Quadvest, L.P. _____ AND FOR Quadvest, L.P. _____
(Purchaser's or Transferee's Name) Purchaser's or Transferee's Name)

TO OBTAIN OR AMEND A CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) IN
Montgomery _____ COUNTY, TEXAS

To: _____ Date Notice Mailed _____, 20 _____
(Name of Customer, Neighboring System, Landowner or City)

(Address)

City State Zip

Ranch Utilities, L.P.	PO Box 409,	Tomball, Tx 77377
Sellers or Transferors' Name	Address	City/State/Zip Code

has submitted an application with the Public Utility Commission of Texas to sell water or sewer (please select) Facilities in Montgomery [County Name] County to:

Quadvest, L.P.	PO Box 409,	Tomball, Tx 77377
Purchasers or Transferee's Name	Address	City/State/Zip Code

The transferee has also requested to obtain/amend a CCN in this application. The sale is scheduled to take place as approved by the Commission (Texas Water Code §13.301). The transaction and the proposed service area include the following subdivision(s):

Caddo Village

The area subject to this transaction is located approximately 2 miles East,northeast [direction] of downtown Willis, [City or Town] Texas, and is generally bounded on the north by N Buffalo Circle; on the east by E Buffalo Circle; on the south by FM 1097; and on the west by W Buffalo Circle

The total area being requested includes approximately 130 acres and serves 417 current customers.
This transaction will have the following effect on the current customer's rates and services:
None

Affected persons may file written protests and/or request a public hearing within 30 days of this notice.

To request a hearing, you must:

- (1) state your name, mailing address and daytime telephone number;
- (2) state the applicant's name, application number or another recognizable reference to this application;
- (3) include the statement "I/we request a public hearing";
- (4) write a brief description of how you, the persons you represent, or the public interest would be adversely affected by the proposed transaction and transfer of the CCN; and
- (5) state your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Only those persons who submit a written request to be notified of a hearing will receive notice if a hearing is scheduled. The Commission will issue the CCN requested in the referenced application unless a hearing is scheduled to consider the transaction. If no

protests or requests for hearing are filed during the comment period, the Commission may issue the CCN 30 days after publication of this notice.

Persons who wish to protest or request a hearing on this application should write the:

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

**Se desea informacion en Espanol, puede llamar al
1-888-782-8477**

Utility Representative

Utility Name

Caddo Village Sale, Transfer Merger Application

Attachment 'A'

Customer List with Deposits

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Item 5

CUSTOMER NAME	SERVICE LOCATION	DATE	WATER DEP	SEWER DEP	INTEREST
Brandon Keith	13772 Running Bear	7/6/2010	\$ 50.00	\$ 50.00	0.33
Mark Ruenes	13723 Running Bear				0.00
Alice Newman	13953 Buckskin Dr	1/9/2008	\$ 50.00	\$ 50.00	0.50
Rhonda Dantin	13985 Buckskin Dr				0.00
Kelly & Rainey Brooker	5432 N. Buffalo Cir				0.00
Dana Lindley	8964 Hamlet				0.00
Jeremy & Robyn Lairscey	13661 Bighorn Trail				0.00
Tisha Fore	14179 Broken Arrow				0.00
Isidro Gallaga	5456 N. Buffalo Cir				0.00
Maria Escobedo	13949 Buckskin Dr	5/12/2014	\$ 50.00	\$ 50.00	0.06
Kelly Martinez	14033 Buckskin Dr				0.00
Joyce Hollingsworth	14001 Buckskin Dr				0.00
Angela Ballard	13719 Running Bear				0.00
Angela Ramirez	13981 Buckskin Dr				0.00
Amber & Clifford Loll	5501 N. Buffalo Cir				0.00
Roger Icke	5444 N. Buffalo Cir	12/5/2007	\$ 50.00	\$ 50.00	0.51
Irena Hodge	13629 Bighorn Trail	2/25/2008	\$ 50.00	\$ 50.00	0.49
Shauna Emola	8960 Hamlet				0.00
Patricia Fragoso	14025 Buckskin Dr	3/4/2008	\$ 50.00	\$ 50.00	0.49
Maria Gramillo	13687 Running Bear				0.00
Raymond Schultz	14079 Running Bear	4/16/2012	\$ 50.00	\$ 50.00	0.20
Erin Wood	8965 Hamlet				0.00
Lisa Jaynes	13763 Running Bear				0.00
Charles Roberson	8959 W. Buffalo Cir				0.00
Randall Sprague	5469 N. Buffalo Cir	9/12/2014	\$ 50.00	\$ 50.00	0.03
Miguel Cabrera	5453 N. Buffalo Cir				0.00
Ronald & Annilee Moore	8983 W. Buffalo Cir	2/16/2012	\$ 50.00	\$ 50.00	0.21
Matthew Scasta	8832 E. Buffalo Cir				0.00
Loretta Davidson	13944 Buckskin Dr				0.00
Dora Tamayo	5520 N. Buffalo Cir				0.00
Alejandro & Angela Perez	14081 Broken Arrow	3/11/2013	\$ 50.00	\$ 50.00	0.14
Jamie Bartlett	5445 N. Buffalo Cir				0.00
Jeremy Williams	8979 W. Buffalo Cir	6/4/2012	\$ 50.00	\$ 50.00	0.19
Tammy Decker	13952 Buckskin Dr				0.00
Paul Ward	8824 E. Buffalo Cir				0.00
Juan Gonzales	8820 E. Buffalo Cir	12/16/2012	\$ 50.00	\$ 50.00	0.16
Arnold Canul	13913 Broken Arrow				0.00
Maria Gutierrez	13940 Buckskin Dr	12/7/2009	\$ 50.00	\$ 50.00	0.37
Trina Turpin	8962 W. Buffalo Cir				0.00
Malcolm Thomas	8852 E. Buffalo Cir				0.00
Christine Silcox	14036 Buckskin Dr				0.00
Curtis Hines	13956 Buckskin Dr				0.00
Christy Reiman	14032 Buckskin Dr				0.00
Douglass McIntyre	14024 Buckskin Dr				0.00
Judy Worobi	13988 Buckskin Dr	10/30/2008	\$ 50.00	\$ 50.00	0.45
Michael Romagus	14030 Tanning Lane				0.00
William Ayres	5429 N. Buffalo Cir				0.00
Joshua Capuano	14043 Tanning Lane				0.00

John & Jennifer Buhler	13665 Running Bear				0.00
Kimberley Ticknor	8955 W. Buffalo Cir	5/4/2009	\$ 50.00	\$ 50.00	0.41
Tim Lake	14034 Tanning Lane				0.00
Brian McDonald	14040 Buckskin Dr				0.00
Sergio Jimenez	13701 Bighorn Trail				0.00
Catherine Carsten	14019 Tanning Lane				0.00
Jeannie Sanders	14038 Tanning Lane				0.00
Richard Cress	5437 N. Buffalo Cir				0.00
Catherine Lerma	13633 Bighorn Trail				0.00
William Draper	14015 Tanning Lane				0.00
Nancy Weaver	14035 Tanning Lane				0.00
Tommie & Betty Thompson	13964 Buckskin Dr				0.00
Tobi Martin	14022 Tanning Lane				0.00
Laura Rosas	14168 Broken Arrow				0.00
Asher Pasechnik	13780 Bighorn Trail	9/25/2008	\$ 50.00	\$ 50.00	0.45
Arthur Dennis	14023 Tanning Lane				0.00
Cyril W. Others	14010 Tanning Lane				0.00
James Sharp	13999 Tanning Lane	2/9/2011	\$ 50.00	\$ 50.00	0.29
Autumn Hite	13673 Bighorn Trail				0.00
Kathy Rutledge	13760 Running Bear				0.00
Stanley Frankowski	13994 Tanning Lane				0.00
Lisa Walding	13995 Tanning Lane	8/14/2012	\$ 50.00	\$ 50.00	0.18
Martin Douglas	13617 Bighorn Trail				0.00
Chris Cheney	8833 E. Buffalo Cir	11/18/2008	\$ 50.00	\$ 50.00	0.44
Linda Belk	13729 Bighorn Trail				0.00
Osiel Reyna	13620 Bighorn Trail				0.00
Christopher Moody	14026 Tanning Lane				0.00
Douglas Morgan	14041 Broken Arrow				0.00
David M. Didier	14027 Tanning Lane				0.00
Patti Carroll	14007 Tanning Lane				0.00
Marjorie Battley	8837 E. Buffalo Cir				0.00
Kim Scott	13649 Bighorn Trail				0.00
Betty Hightower	14003 Tanning Lane				0.00
Wendy Pickford	13632 Bighorn Trail	12/16/2011	\$ 50.00	\$ 50.00	0.23
Jessica Ogrodnik	14014 Tanning Lane	4/6/2011	\$ 50.00	\$ 50.00	0.28
Jason & June Alvarez	13984 Buckskin Dr				0.00
Ronald McGee	14033 Broken Arrow	11/16/2009	\$ 50.00	\$ 50.00	0.37
Judy Kraft	14006 Tanning Lane				0.00
Kevin Gilliland	13637 Bighorn Trail				0.00
Steven Burleson	13968 Buckskin Dr	10/29/2013	\$ 50.00	\$ 50.00	0.10
Deborah & Richard Branham	8845 E. Buffalo Cir	12/6/2013	\$ 50.00	\$ 50.00	0.09
Lucy Grimaldo	8841 E. Buffalo Cir				0.00
Lisa Jackson	8817 E. Buffalo Cir	5/16/2011	\$ 50.00	\$ 50.00	0.27
Charles Turner	14186 Running Bear				0.00
Tim Jones	14154 Broken Arrow	6/1/2009	\$ 50.00	\$ 50.00	0.40
Juan Loera	13605 Bighorn Trail				0.00
Daneille Greenville	5528 N. Buffalo Cir				0.00
Carrie Guerrero	13736 Bighorn Trail				0.00
Ginger Andrews	13784 Bighorn Trail				0.00

Eric & Araceli Benavidas	14080 Broken Arrow	2/4/2015	\$ 50.00	\$ 50.00	0.01
Gene Cozart	5525 N. Buffalo Cir				0.00
Concepcion Chavez	14060 Broken Arrow				0.00
Ben Lemon	14013 Buckskin Dr				0.00
Bernardo Vazquez	5512 N. Buffalo Cir				0.00
John Sweet	14089 Broken Arrow				0.00
Dana Smark	13960 Buckskin Dr				0.00
Richard Cazalas	14219 Broken Arrow				0.00
Eryka Ort	13692 Bighorn Trail	10/27/2009	\$ 50.00	\$ 50.00	0.38
David T. & Marcella Norton	13722 Running Bear				0.00
Jesus Becerra	14115 Running Bear				0.00
Richard Ben	13757 Bighorn Trail	12/30/2009	\$ 50.00	\$ 50.00	0.36
Carrijean Myers	13604 Bighorn Trail				0.00
Janna Jacob	13730 Running Bear	2/24/2010	\$ 50.00	\$ 50.00	0.36
Martin Leon	8922 E. Buffalo Cir				0.00
Brinda Davis	13654 Bighorn Trail	8/16/2011	\$ 50.00	\$ 50.00	0.25
Morgan Pruitt	13945 Buckskin Dr				0.00
Patricia Paetow	13760 Bighorn Trail	9/16/2011	\$ 50.00	\$ 50.00	0.24
Alishia Davis	13696 Bighorn Trail				0.00
Holly Shipley	8866 E. Buffalo Cir				0.00
Jose Aguirre	13852 Running Bear	6/1/2010	\$ 50.00	\$ 50.00	0.33
Jose Robles	14004 Buckskin Dr				0.00
Kimberly Bainter	13657 Bighorn Trail	2/4/2015	\$ 50.00	\$ 50.00	0.01
Natha Dillon	13980 Broken Arrow				0.00
Johnathan Harper	14097 Broken Arrow				0.00
Regina Hooper	14132 Running Bear				0.00
Pam Riedel	8898 E. Buffalo Cir	8/13/2010	\$ 50.00	\$ 50.00	0.32
Philip Wilson	14099 Running Bear	10/26/2010	\$ 50.00	\$ 50.00	0.31
Wilgus Guidry	13973 Buckskin Dr				0.00
Nathan & Carrie Booth	13679 Running Bear				0.00
Juan Venegas	13997 Buckskin Dr				0.00
Chad Grimsley	13905 Broken Arrow				0.00
Kendra Stanford	14129 Broken Arrow				0.00
Miguel Maldonado	8829 E. Buffalo Cir				0.00
Catherine Pritzlaff	13753 Bighorn Trail				0.00
Paula Fleming	13688 Bighorn Trail				0.00
Rhonda Hales	5464 N. Buffalo Cir	7/22/2011	\$ 50.00	\$ 50.00	0.25
Alexis Little	14064 Broken Arrow				0.00
Charlene Mueller	14121 Broken Arrow	8/11/2011	\$ 50.00	\$ 50.00	0.25
Kody Krause	13625 Bighorn Trail	8/18/2011	\$ 50.00	\$ 50.00	0.25
Jimmie Penrod	8971 W. Buffalo Cir	8/22/2011	\$ 50.00	\$ 50.00	0.25
Adam Calhoun	14100 Broken Arrow	9/26/2011	\$ 50.00	\$ 50.00	0.24
Jeremiah & Misti Richards	13669 Bighorn Trail	9/30/2011	\$ 50.00	\$ 50.00	0.24
Brandi Folmar	13732 Bighorn Trail				0.00
Robert Riggs	13749 Bighorn Trail	11/1/2011	\$ 50.00	\$ 50.00	0.24
Ron Dabney	14156 Running Bear	12/8/2011	\$ 50.00	\$ 50.00	0.23
John Young	5486 S. Buffalo Cir				0.00
Nagnouna Nieniel	13923 Broken Arrow				0.00
Charlie Anderson	14180 Broken Arrow	1/22/2015	\$ 50.00	\$ 50.00	0.01

Brandon Reasor	14137 Broken Arrow	2/3/2012	\$ 50.00	\$ 50.00	0.22
Renee & Paul Moore	5485 N. Buffalo Cir				0.00
Michael Wolf	5545 N. Buffalo Cir	4/3/2012	\$ 50.00	\$ 50.00	0.21
Jason Armstrong	13653 Bighorn Trail	4/25/2012	\$ 50.00	\$ 50.00	0.20
Karen & Derek Dolbee	13681 Bighorn Trail	5/2/2012	\$ 50.00	\$ 50.00	0.20
Floyd Towle	13628 Bighorn Trail	5/7/2012	\$ 50.00	\$ 50.00	0.20
September & Brett Olson	13612 Bighorn Trail				0.00
Meagan & Bryan Hopkins	13621 Bighorn Trail				0.00
Monica Smalley	8812 E. Buffalo Cir	6/4/2012	\$ 50.00	\$ 50.00	0.19
Cynthia Draper	14002 Tanning Lane				0.00
Robert Brown	5465 N. Buffalo Cir	6/6/2012	\$ 50.00	\$ 50.00	0.19
Staci Burnside	13788 Bighorn Trail	6/7/2012	\$ 50.00	\$ 50.00	0.19
Ashley Westbrook	14017 Buckskin Dr				0.00
Shelia Bernardo	13921 Broken Arrow	6/12/2012	\$ 50.00	\$ 50.00	0.19
Amanda Embry	14045 Buckskin Dr	6/22/2012	\$ 50.00	\$ 50.00	0.19
Amy Spurgeon	14128 Running Bear	7/3/2012	\$ 50.00	\$ 50.00	0.19
Rafael & Magdalena Villanueva	13969 Buckskin Dr				0.00
Steven Werlein	14113 Broken Arrow	7/19/2012	\$ 50.00	\$ 50.00	0.19
Kelly Hamilton	13764 Bighorn Trail				0.00
Tammy Miller	8962 E. Buffalo Cir	7/30/2012	\$ 50.00	\$ 50.00	0.18
Misty Koath	8856 E. Buffalo Cir	8/15/2012	\$ 50.00	\$ 50.00	0.18
Kelsey McKenna	14185 Running Bear	8/21/2012	\$ 50.00	\$ 50.00	0.18
Heather Janssens	5449 N. Buffalo Cir				0.00
Humberto Mancha	13779 Running Bear	10/22/2012	\$ 50.00	\$ 50.00	0.17
Emily & Roberto De Joya	8963 W. Buffalo Cir				0.00
Jesse Kramer	14005 Buckskin Dr	12/14/2012	\$ 50.00	\$ 50.00	0.16
Melody Curbo	5521 N. Buffalo Cir				0.00
Jack Pace	13726 Running Bear	1/2/2013	\$ 50.00	\$ 50.00	0.15
Leann & Steven Donato	13920 Broken Arrow				0.00
Rose Geoffrion	13897 Broken Arrow	1/21/2013	\$ 50.00	\$ 50.00	0.15
Jon Philp	5529 N. Buffalo Cir	1/29/2013	\$ 50.00	\$ 50.00	0.15
Teresa Johonnett	5498 S. Buffalo Cir	1/30/2013	\$ 50.00	\$ 50.00	0.15
Peter & Patricia Morgan	13683 Running Bear	2/8/2013	\$ 50.00	\$ 50.00	0.15
Kisha Rogers	13756 Bighorn Trail				0.00
April Gladfelter	14136 Running Bear	3/4/2013	\$ 50.00	\$ 50.00	0.14
Dustin Cothorn	13992 Buckskin Dr	3/4/2013	\$ 50.00	\$ 50.00	0.14
Craig Nephew	5493 N. Buffalo Cir	3/8/2013	\$ 50.00	\$ 50.00	0.14
Douglas Zepeda	5461 N. Buffalo Cir	3/11/2013	\$ 50.00	\$ 50.00	0.14
Diana Nunley-Aydelott	8836 E. Buffalo Cir				0.00
Daniel Stewart	13684 Bighorn Trail				0.00
Steve & Mary McDowell	14128 Broken Arrow				0.00
Janet Haney	14041 Buckskin Dr	4/4/2013	\$ 50.00	\$ 50.00	0.14
Corina Corgan	13785 Bighorn Trail	4/30/2013	\$ 50.00	\$ 50.00	0.13
Lana Hoeckendors	14190 Running Bear	5/28/2013	\$ 50.00	\$ 50.00	0.13
Barrett Batt	14112 Running Bear	5/28/2013	\$ 50.00	\$ 50.00	0.13
Elmer Miguel	13775 Running Bear				0.00
Lilia Tanner	14175 Running Bear	5/31/2013	\$ 50.00	\$ 50.00	0.12
Mark Brown	8816 E. Buffalo Cir				0.00
Vivian Walker	8849 E. Buffalo Cir				0.00

Heather Adian	13641 Bighorn Trail				0.00
Jennifer Kelly	5496 N. Buffalo Cir				0.00
Candace Cain	5524 N. Buffalo Cir	6/27/2013	\$ 50.00	\$ 50.00	0.12
Stacey Cannon	14087 Running Bear	6/27/2013	\$ 50.00	\$ 50.00	0.12
Kelly & Matthew Dingman	14031 Tanning Lane	7/25/2013	\$ 50.00	\$ 50.00	0.11
Chad Doddy	14018 Tanning Lane	7/30/2013	\$ 50.00	\$ 50.00	0.11
Terri Covington	14171 Running Bear	8/20/2013	\$ 50.00	\$ 50.00	0.11
Perry Walters	8860 E. Buffalo Cir	8/21/2013	\$ 50.00	\$ 50.00	0.11
Brandon Schrimsher	14204 Broken Arrow	8/23/2013	\$ 50.00	\$ 50.00	0.11
Danalee Tipton	5505 N. Buffalo Cir	8/26/2013	\$ 50.00	\$ 50.00	0.11
Marcy Robinson	14184 Running Bear	9/3/2013	\$ 50.00	\$ 50.00	0.11
Deana McCaffery	13705 Bighorn Trail	9/16/2013	\$ 50.00	\$ 50.00	0.10
Amber Dingman	13645 Bighorn Trail	9/26/2013	\$ 50.00	\$ 50.00	0.10
Edgar & Renalda Straughter	14018 Broken Arrow	9/27/2013	\$ 50.00	\$ 50.00	0.10
Casey Lee	5436 N. Buffalo Cir	10/7/2013	\$ 50.00	\$ 50.00	0.10
Gevette King	8926 E. Buffalo Cir	10/10/2013	\$ 50.00	\$ 50.00	0.10
Michael Montgomery	13888 Broken Arrow	10/11/2013	\$ 50.00	\$ 50.00	0.10
Todd & Sharon Roper	13680 Bighorn Trail	10/21/2013	\$ 50.00	\$ 50.00	0.10
Samantha Patrick Carrolll	14037 Buckskin Dr	10/24/2013	\$ 50.00	\$ 50.00	0.10
Shane Houser	8934 E. Buffalo Cir	10/29/2013	\$ 50.00	\$ 50.00	0.10
Crystal Matthews	13980 Buckskin Dr	12/2/2013	\$ 50.00	\$ 50.00	0.09
Michael Young	14046 Broken Arrow	12/11/2013	\$ 50.00	\$ 50.00	0.09
Willy Ramirez	13744 Bighorn Trail	1/2/2014	\$ 50.00	\$ 50.00	0.08
Kenneth Ellison	13998 Tanning Lane	1/14/2014	\$ 50.00	\$ 50.00	0.08
Odis & Mary Patterson	5440 N. Buffalo Cir	1/27/2014	\$ 50.00	\$ 50.00	0.08
Shawn & Katrina Dellinger	14083 Running Bear	1/27/2014	\$ 50.00	\$ 50.00	0.08
Cirilo Campos Jr.	5478 S. Buffalo Cir				0.00
Tabbatha McCarty	5537 N. Buffalo Cir	2/17/2014	\$ 50.00	\$ 50.00	0.07
Eric Jaczek	14011 Tanning Lane	2/24/2014	\$ 50.00	\$ 50.00	0.07
William Richards	8966 W. Buffalo Cir	3/17/2014	\$ 50.00	\$ 50.00	0.07
Carla Thames	13996 Buckskin Dr	3/4/2014	\$ 50.00	\$ 50.00	0.07
Tabatha Henderson	13708 Bighorn Trail	3/7/2014	\$ 50.00	\$ 50.00	0.07
Melody Jackson	8821 E. Buffalo Cir	3/7/2014	\$ 50.00	\$ 50.00	0.07
Lisa Millard	8892 E. Buffalo Cir	3/11/2014	\$ 50.00	\$ 50.00	0.07
Sheala McCown	8848 E. Buffalo Cir	3/17/2014	\$ 50.00	\$ 50.00	0.07
Kristi Cooper	13961 Broken Arrow	3/25/2014	\$ 50.00	\$ 50.00	0.07
Jennifer MacReynolds	13896 Broken Arrow	3/31/2014	\$ 50.00	\$ 50.00	0.07
Kimberly Nagel	13724 Bighorn Trail	4/9/2014	\$ 50.00	\$ 50.00	0.06
Davida & Kevin Mathus	14105 Broken Arrow	4/25/2014	\$ 50.00	\$ 50.00	0.06
Richard Blackwell	13725 Bighorn Trail	5/2/2014	\$ 50.00	\$ 50.00	0.06
Charles Daigle	13616 Bighorn Trail	5/6/2014	\$ 50.00	\$ 50.00	0.06
Jessica Keelan	8930 E. Buffalo Cir	5/12/2014	\$ 50.00	\$ 50.00	0.06
Garry Hover	14103 Running Bear	5/16/2014	\$ 50.00	\$ 50.00	0.06
Kelseigh Braaton	5472 N. Buffalo Cir	5/20/2014	\$ 50.00	\$ 50.00	0.06
Ceci Gutierrez	14028 Buckskin Dr	6/2/2014	\$ 50.00	\$ 50.00	0.05
Ceci Gutierrez	14188 Running Bear	6/2/2014	\$ 50.00	\$ 50.00	0.05
Bonnie Mueller	8853 E. Buffalo Cir	6/2/2014	\$ 50.00	\$ 50.00	0.05
Katlyn & Morgan Beckendorf	5494 S. Buffalo Cir	6/16/2014	\$ 50.00	\$ 50.00	0.05
Paul Swanson	5457 N. Buffalo Cir	6/16/2014	\$ 50.00	\$ 50.00	0.05

Kendrick Dickerson	13734 Running Bear	6/23/2014	\$ 50.00	\$ 50.00	0.05
Donald & Jennifer Holliday	13912 Broken Arrow	6/23/2014	\$ 50.00	\$ 50.00	0.05
Valetina Decker	13989 Buckskin Dr	7/1/2014	\$ 50.00	\$ 50.00	0.05
Isidro Saravia	14049 Broken Arrow	7/22/2014	\$ 50.00	\$ 50.00	0.04
Rita Hirt	5433 N. Buffalo Cir	7/23/2014	\$ 50.00	\$ 50.00	0.04
Diane Welch	8857 E. Buffalo Cir	7/25/2014	\$ 50.00	\$ 50.00	0.04
Helen Nugent	8840 E. Buffalo Cir	7/28/2014	\$ 50.00	\$ 50.00	0.04
Kendall Homes	5652 S Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Kendall Homes	5648 S Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Cynthia Kitchens	14029 Buckskin Dr	7/28/2014	\$ 50.00	\$ 50.00	0.04
Kendall Homes	5644 S Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Kendall Homes	5640 S Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Kendall Homes	5636 S Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Kendall Homes	5632 S Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Kendall Homes	5628 S. Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Kendall Homes	5624 S. Buffalo Cir	7/28/2014	\$ 100.00	\$ 100.00	0.09
Gerald Raulz	13670 Bighorn Trail	7/29/2014	\$ 50.00	\$ 50.00	0.04
Andrea & Richard Kinder	13608 Bighorn Trail	8/1/2014	\$ 50.00	\$ 50.00	0.04
Josh & Amanda Brown	13750 Running Bear	8/4/2014	\$ 50.00	\$ 50.00	0.04
American Homes	13747 Running Bear	8/7/2014	\$ 100.00	\$ 100.00	0.08
Emma Marquez-Hernandez	5504 N. Buffalo Cir	8/8/2014	\$ 50.00	\$ 50.00	0.04
Kimberly Bowman	14054 Broken Arrow	9/9/2014	\$ 50.00	\$ 50.00	0.04
Joseph Taglialegami	14108 Running Bear				0.00
Ronald Breedlove	13717 Bighorn Trail	8/18/2014	\$ 50.00	\$ 50.00	0.04
Patti Pickler	13704 Bighorn Trail	8/21/2014	\$ 50.00	\$ 50.00	0.04
Michael Salewsky	5532 N. Buffalo Cir	8/25/2014	\$ 50.00	\$ 50.00	0.04
Beth Cabe	14044 Buckskin Dr	8/26/2014	\$ 50.00	\$ 50.00	0.04
Nanette Alaniz	13685 Bighorn Trail	8/28/2014	\$ 50.00	\$ 50.00	0.04
Edward Pierce	5441 N. Buffalo Cir	9/12/2014	\$ 50.00	\$ 50.00	0.03
Mattie Pennington	13752 Bighorn Trail	9/15/2014	\$ 50.00	\$ 50.00	0.03
Trent & Carrie Potier	13948 Buckskin Dr	9/22/2014	\$ 50.00	\$ 50.00	0.03
AH4RP Eight, LLC	14016 Buckskin Dr	9/22/2014	\$ 100.00	\$ 100.00	0.07
Jennifer Padilla	13624 Bighorn Trail	9/29/2014	\$ 50.00	\$ 50.00	0.03
Steven Berry	13720 Bighorn Trail	9/30/2014	\$ 50.00	\$ 50.00	0.03
Thomas Jacobs	13972 Buckskin Dr	10/1/2014	\$ 50.00	\$ 50.00	0.03
Richard Harkins	14091 Running Bear	10/2/2014	\$ 50.00	\$ 50.00	0.03
Leslye Johnson	13674 Bighorn Trail	10/3/2014	\$ 50.00	\$ 50.00	0.03
Stephen Rasbeary	8975 W. Buffalo Cir	10/8/2014	\$ 50.00	\$ 50.00	0.03
Dustin Fowler	5473 N. Buffalo Cir	10/8/2014	\$ 50.00	\$ 50.00	0.03
Michael Balentine	8990 E. Buffalo Cir	10/10/2014	\$ 50.00	\$ 50.00	0.03
Jessica Story	5513 N. Buffalo Cir	10/10/2014	\$ 50.00	\$ 50.00	0.03
Summer Lewallen	14151 Running Bear	10/13/2014	\$ 50.00	\$ 50.00	0.03
AH4RPEight LLC	13741 Bighorn Trail	10/30/2014	\$ 100.00	\$ 100.00	0.05
Christopher & Sandra Prim	8967 W. Buffalo Cir	11/10/2014	\$ 50.00	\$ 50.00	0.02
Patrick Hills	14164 Running Bear	11/14/2014	\$ 50.00	\$ 50.00	0.02
Thomas Clayton Ross	14092 Running Bear	11/19/2014	\$ 50.00	\$ 50.00	0.02
Teresa Blount	8844 E. Buffalo Cir	12/18/2014	\$ 50.00	\$ 50.00	0.02
Chelsea Brilten	14104 Running Bear	11/24/2014	\$ 50.00	\$ 50.00	0.02
Delayna Fiscus	5460 N. Buffalo Cir	12/1/2014	\$ 50.00	\$ 50.00	0.02

Margie Woods	8910 E. Buffalo Cir	12/2/2014	\$ 50.00	\$ 50.00	0.02
AH4RPEight LLC	13709 Bighorn Trail	12/5/2014	\$ 100.00	\$ 100.00	0.04
AH4RPight LLC	13742 Running Bear	12/10/2014	\$ 100.00	\$ 100.00	0.04
AH4RPEight LLC	13721 Bighorn Trail	12/22/2014	\$ 100.00	\$ 100.00	0.03
Doris Mathis	14152 Running Bear	12/29/2014	\$ 50.00	\$ 50.00	0.01
Joshua Carpenter	14039 Tanning Lane	1/6/2015	\$ 50.00	\$ 50.00	0.01
Don & Pam Followell	14160 Running Bear	1/7/2015	\$ 50.00	\$ 50.00	0.01
Gary Heard	14021 Buckskin Dr	1/15/2015	\$ 50.00	\$ 50.00	0.01
Ashley Camp	8825 E. Buffalo Cir	1/27/2015	\$ 50.00	\$ 50.00	0.01
Raul Julia Ortiz	14124 Running Bear	2/6/2015	\$ 50.00	\$ 50.00	0.01
Jennifer Gardin	13993 Buckskin Dr	2/12/2015	\$ 50.00	\$ 50.00	0.01
Ventura & Alicia Sanchez	14072 Broken Arrow	2/26/2015	\$ 50.00	\$ 50.00	0.00
Robin Lane	13654 Running Bear				0.00
James Thomas	14000 Buckskin Dr				0.00
Jose Bellido	13662 Bighorn Trail	2/21/2013	\$ 50.00	\$ 50.00	0.14
Danny Coon	8904 E. Buffalo Cir	2/2/2006	\$ 50.00	\$ 50.00	0.64
Johnny Covington	14179 Running Bear				0.00
Jeffrey Larson	13677 Bighorn Trail				0.00
Myrna Martin	14192 Running Bear				0.00
Terry & Paulette Morris	14175 Broken Arrow				0.00
Eddie Lagway	14153 Broken Arrow				0.00
Lynnette Sparks	14025 Broken Arrow				0.00
Krista Granja	13949 Broken Arrow				0.00
Tim Gwaltney	13927 Broken Arrow				0.00
Mandy Carpenter	13940 Broken Arrow				0.00
Scott Brumbaugh	14030 Broken Arrow				0.00
David Barron	13642 FM 1097 E				0.00
Glenna M. Valigura	13688 FM 1097 E				0.00
Wanda Smith	13758 FM 1097 E				0.00
Teri Estes	13762 FM 1097 E				0.00
Daniel Larouche	13620 FM 1097 E				0.00
Pam Graham	8991 E. Buffalo Cir				0.00
Melissa McCrory	FM 1097 B	4/13/2007	\$ 50.00	\$ -	0.28
Dennis Miley	13680 FM 1097 E				0.00
Ralph Stephenson	13800 FM 1097 E				0.00
Brenda Beckwith	13800 Running Bear				0.00
Tona Zamora	13754 Running Bear	8/9/2006	\$ 50.00	\$ 50.00	0.60
Magdaleno & Susan Benitez	13766 Running Bear				0.00
Espedito Escalante	13718 Running Bear	2/10/2014	\$ 50.00	\$ 50.00	0.08
Willie Adamson	13881 Broken Arrow				0.00
Jamie King	13760 FM 1097 E				0.00
Roberto Banda	8920 E. Buffalo Cir				0.00
Gregory Horne	14116 Running Bear				0.00
Jarrod Ivy	13880 Broken Arrow				0.00
Cassie Clark	13751 Running Bear	7/7/2008	\$ 50.00	\$ 50.00	0.47
William Coriell	13739 Running Bear				0.00
Alberto Colunga	14120 Running Bear				0.00
Lynette Smith	14095 Running Bear				0.00
Jessica Applebee	13771 Running Bear				0.00

Noemi Villavicencio	13767 Running Bear				0.00
William Olsen	13743 Running Bear				0.00
Victoria Mata	13801 Running Bear	7/1/2008	\$ 50.00	\$ 50.00	0.47
Stacy Embry	13759 Running Bear				0.00
Maria Cortez	14167 Running Bear				0.00
Sara Navarro	14163 Running Bear				0.00
Kristy Rocheford	14159 Running Bear	5/23/2008	\$ 50.00	\$ 50.00	0.48
Emil Kimbrell	14155 Running Bear				0.00
Guillermo Aldaco	14127 Running Bear	5/29/2007	\$ 50.00	\$ 50.00	0.55
Robert Pickering	14111 Running Bear				0.00
Debbie Crow	14107 Running Bear				0.00
Vicki Jackson	13735 Running Bear				0.00
Gretchen Bethea	13738 Running Bear				0.00
Robert Hendricks	13746 Running Bear				0.00
Gerardo Sanchez	13904 Broken Arrow				0.00
Indian Forest POA	Entrance Running Bear				0.00
Jimmy White	14140 Broken Arrow				0.00
Betty Elston	14227 Broken Arrow	7/11/2006	\$ 50.00	\$ 50.00	0.61
Candelaria Garza	14211 Broken Arrow				0.00
Danielle Gunn	14192 Broken Arrow				0.00
Jeremy Horace	14216 Broken Arrow	12/5/2007	\$ 50.00	\$ 50.00	0.51
Paul Dusebout	14228 Broken Arrow				0.00
Moree Smith	13731 Running Bear				0.00
Melannie Hooks	13889 Broken Arrow	12/1/2009	\$ 50.00	\$ 50.00	0.37
Tanita Sullivan	13985 Broken Arrow				0.00
Maria Carrizales	13997 Broken Arrow	2/4/2008	\$ 50.00	\$ 50.00	0.50
Evelyn Howard	14009 Broken Arrow	11/16/2013	\$ 50.00	\$ 50.00	0.09
Lewis Bass	13713 Bighorn Trail	10/27/2008	\$ 50.00	\$ 50.00	0.45
Ruben Tres	14088 Running Bear				0.00
Steed Back	13689 Bighorn Trail				0.00
Keeseey King	13693 Bighorn Trail	5/29/2007	\$ 50.00	\$ 50.00	0.55
Donna Davis	13697 Bighorn Trail				0.00
Loany Diaz	14088 Broken Arrow				0.00
Ricky Brannon	13700 Bighorn Trail	4/16/2012	\$ 50.00	\$ 50.00	0.20
Sharon Stokes	13712 Bighorn Trail	12/1/2006	\$ 50.00	\$ 50.00	0.58
Luis Hurtado	13716 Bighorn Trail	3/8/2007	\$ 50.00	\$ 50.00	0.56
Felipe DeLuna Rodriquez	13728 Bighorn Trail				0.00
Krystal Perry	13740 Bighorn Trail	1/5/2009	\$ 50.00	\$ 50.00	0.43
Paige & Richard Cunningham	13609 Bighorn Trail	3/11/2013	\$ 50.00	\$ 50.00	0.14
Rossie Davis	13737 Bighorn Trail				0.00
Stephen Bayardo	13745 Bighorn Trail				0.00
Terri White	13761 Bighorn Trail	5/16/2011	\$ 50.00	\$ 50.00	0.27
Goldie Jones	13781 Bighorn Trail				0.00
Kevin Mills	13650 Bighorn Trail				0.00
Sallie Avila	5497 N. Buffalo Cir				0.00
Tammy Crawford	5490 S. Buffalo Cir	7/8/2013	\$ 50.00	\$ 50.00	0.12
Brock Hivnor	5482 S. Buffalo Cir	6/3/2008	\$ 50.00	\$ 50.00	0.47
Ana Alcaraz	5492 N. Buffalo Cir				0.00
Jared Dean Goodman	5500 N. Buffalo Cir				0.00

Stacy Griffin	13780 FM 1097 E				0.00
Mark Duncan	5509 N. Buffalo Cir				0.00
Michael Murillo	5516 N. Buffalo Cir	5/9/2007	\$ 50.00	\$ 50.00	0.55
Patty Johnson	5536 N. Buffalo Cir				0.00
Jack Cohorn	5540 N. Buffalo Cir	4/8/2013	\$ 50.00	\$ 50.00	0.13
Alexander Smith	5544 N. Buffalo Cir	7/1/2008	\$ 50.00	\$ 50.00	0.47
Sonia Coleman	14009 Buckskin Dr				0.00
Jonna Nicolosi	13977 Buckskin Dr	9/16/2011	\$ 50.00	\$ 50.00	0.24
April Castille	13965 Buckskin Dr				0.00
Stephanie Coats	13961 Buckskin Dr				0.00
Melanie Glenn	13957 Buckskin Dr				0.00
Charlene Maresh	13941 Buckskin Dr				0.00
Brent Ryan	13669 Running Bear				0.00
Lisa Asbell	13673 Running Bear				0.00
James Shepard	13691 Running Bear				0.00
Jennifer Guardado	5533 N. Buffalo Cir				0.00
Barbara Brophy	5448 N. Buffalo Cir				0.00
			\$ 11,200.00	\$ 11,150.00	\$ 34.46

Caddo Village Sale, Transfer Merger Application

Attachment 'B'

Partnership Agreement

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Item 7

**LIMITED PARTNERSHIP AGREEMENT
OF
QUADVEST, L.P.**

This Limited Partnership Agreement is made and entered into effective as of the 31 day of August, 2005 by and among the General Partner and the Limited Partners. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in Article XVIII hereof.

R E C I T A L S

WHEREAS, the Partners desire to pool certain of their properties in order to provide: (i) a vehicle to combine capital to make investments and operate business activities in an entity separate and apart from themselves or itself and (ii) a delegation and centralization of management responsibilities as to the properties, business activities and the investments of the Partnership.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Partners hereby agree as follows:

ARTICLE I

Formation

1.1 Formation. The Partners agree to form the Partnership as a limited partnership under and pursuant to the Act, in accordance with the provisions of this Agreement. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Act.

1.2 Certificate of Limited Partnership. Immediately following the execution hereof, the Managing Partner will cause to be prepared, executed by the General Partner and filed with the Secretary of State of the State of Texas a certificate of limited partnership conforming to the requirements of the Act, and will pay all fees required in connection with such filing.

ARTICLE II

Federal Taxation of State Law Limited Partnership

2.1 Check-the-Box Election. Notwithstanding any other provision in this Agreement and immediately following the execution hereof, the Managing Partner shall cause to be prepared, executed by the General Partner and filed with the Internal Revenue Service an Entity Classification Election (Form 8832) which elects for federal income tax purposes for this state law partnership to be classified as an association taxable as a corporation.

2.2 Coordination of Agreement with Tax Election. Notwithstanding any other provision of this Agreement which may be inconsistent with the election to be classified as an association

taxable as a corporation, any Article or Section which is inconsistent for federal tax purposes shall neither apply in whole nor in part as may be necessary to fully coordinate the election to be taxed as a corporation for federal tax purposes with the it recognized legal existence for state law purposes as a limited partnership. Furthermore, any Article or Section containing inconsistent language or Code references shall be deemed to automatically include language or Code references consistent with the concept of a corporation as may be necessary for federal income tax purposes.

ARTICLE III

Name; Place of Business; Registered Office and Agent

3.1 Name. The name of the Partnership shall be Quadvest, L.P. The business of the Partnership, however, may be conducted under any other name deemed necessary or desirable by the Managing Partner.

3.2 Location of Principal Place of Business and Registered Office. The principal place of business of the Partnership shall be 23802 FM 2978, Suite A-1, Tomball, Texas 77375. This place of business shall also be the registered office of the Partnership in the State of Texas and its principal office in the United States, as referenced in the Act. The Managing Partner may, from time to time, change the principal place of business, the registered office and/or the principal office in the United States of the Partnership to any other location by complying with the applicable provisions of the Act.

3.3 Registered Agent. The registered agent of the Partnership shall be Gary S. Sequeira.

ARTICLE IV

Purposes

The purposes of the Partnership shall be as follows:

- A. to provide a vehicle to combine capital to make investments (including, but not limited to, investments in real estate ventures, stocks, bonds and other equity and debt securities);
- B. to manage Partnership Properties and to reinvest the income or gains therefrom;
- C. to operate business activities;
- D. to continue the family ownership of family businesses and property and restrict the right of non-family members to acquire ownership in such businesses and property;

E. to sell, exchange or otherwise dispose of Partnership Properties as hereinafter provided; and

F. to do any and all acts, enter into any businesses or ventures and make any investments which are lawful under the Act.

ARTICLE V

Term

The Partnership shall come into being at the date of this Agreement (notwithstanding the filing of the certificate of limited partnership at a later date), and shall remain in being, unless sooner terminated as hereinafter provided, through December 31, 2055.

ARTICLE VI

Partners and Capital

6.1 **Partners.** The names of the General Partner and Limited Partners are as set forth in Schedule A. There are no other Partners of the Partnership and no other Person has any right to take part in the ownership, management or other rights of the Partnership, except as otherwise provided in this Agreement.

6.2 **Initial Capital Contributions.** Each Partner agrees that effective as of the date of this Agreement, he shall contribute to the capital of the Partnership undivided interests in certain real property, cash amounts, securities and other assets described on Schedule A.

6.3 **Additional Capital Contributions.**

A. **When Required.** Whenever the Managing Partner shall determine, in his sole discretion, that the Partnership requires additional capital for any needs or obligations of the Partnership whatsoever, he may require the Partners to make additional Capital Contributions. If the Managing Partner determines that additional Capital Contributions are required, he shall give Notification thereof to each Partner, which Notification shall set forth the amount of the additional Capital Contribution required from that Partner. Unless all Partners agree to the contrary, additional Capital Contributions shall be made by them in amounts proportionate to their respective Interests. Additional Capital Contributions shall be made in the manner and within the time period specified in the Managing Partner's Notification.

B. **Failure to Make.** If any Partner (hereinafter referred to in this Section 6.3 as the "defaulting Partner") shall fail to make an additional Capital Contribution in the amount and manner and within the time period required by the Managing Partner, such Partner's additional Capital Contribution shall be made on his behalf by one or more of the other Partners (hereinafter referred to in this Section 6.3 as the "paying Partners"), in such

proportions as the paying Partners shall mutually agree upon. If no other Partner is willing to participate in making the defaulted additional Capital Contribution, the Managing Partner shall pay the entire amount thereof. Following any such failure to make an additional Capital Contribution, the defaulting Partner shall be deemed to have incurred an indebtedness to the paying Partners in the amount of the unpaid additional Capital Contribution, which indebtedness shall bear interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate allowed by applicable law) from the date upon which the paying Partners made the defaulting Partner's additional Capital Contribution on his behalf. The paying Partners shall have a lien upon the Interest of the defaulting Partner to secure repayment of this indebtedness, and may foreclose upon such Interest at any time after the passage of forty-five (45) days from the date upon which the stated time period for payment of the additional Capital Contribution expired. In the event of any such foreclosure, the paying Partners shall acquire all or a portion of the defaulting Partner's Interest by setting off the amount of the indebtedness described above against the purchase price for such Interest. The purchase price for any fraction of the defaulting Partner's Interest shall be deemed to be an amount equal to that fraction multiplied by the lesser of (i) the positive balance in the defaulting Partner's Capital Account, or (ii) the Liquidating Value of the defaulting Partner's Interest determined in accordance with Article XV. If the purchase price for the defaulting Partner's entire Interest is insufficient to satisfy the entire indebtedness described above, the unpaid balance thereof shall continue as a personal obligation of the defaulting Partner to the paying Partners.

C. *Optional Capital Contributions.* The Partners shall be permitted to make optional Capital Contributions to the Partnership on a pro rata or non-pro rata basis. Optional Capital Contributions by a Limited Partner will be subject to the written consent of the General Partners. Optional Capital Contributions by a General Partner will be subject to the written consent of Three-Fourths-In-Interest of the Limited Partners.

D. *Minimum Capital Contributions by General Partners.* The General Partners are required to maintain, collectively, General Partnership Interests of at least one percent (1%) at all times. Notwithstanding any other provision of this Agreement, (i) the Managing Partner shall require that additional capital contributions be made in a manner as may be necessary to cause the General Partners' capital account balances to equal, collectively, at least one percent (1%) of the total positive capital account balances of the Partnership, and (ii) upon the making of an optional Capital Contribution by a Limited Partner, the General Partners, collectively, must contribute immediately capital equal to one and one-hundredths percent (1.01%) of such Limited Partner's capital contribution or such lesser amount (including zero) as may be necessary to cause the General Partners' capital account balances to equal, collectively, at least one percent (1%) of the total positive capital account balances of the Partnership.

6.4 *Agreed Value.* Each Partner agrees that the Capital Contribution(s) made by him shall have an Agreed Value determined as follows:

A. *Initial Capital Contributions.* Each initial Capital Contribution made at the date hereof shall have the Agreed Value set forth therefor on Schedule A.

B. *Additional or Optional Capital Contributions.* Each additional or optional Capital Contribution made after the date hereof pursuant to Section 6.3 shall have an Agreed Value determined at the date such additional Capital Contribution is made, as follows:

1. The contributing Partner and the Managing Partner shall first endeavor to agree upon the Agreed Value of such additional or optional Capital Contribution. If no such agreement can be reached within sixty (60) days after the date of the Managing Partner's Notification under Section 6.3 regarding such additional or optional Capital Contribution, then an appraisal of such additional or optional Capital Contribution shall be made. The appraisal shall be conducted in the same manner as is set forth in Section 15.3.B hereof with respect to determinations of the Liquidating Value of an Interest.

2. The Agreed Value so determined shall be binding upon the Partnership and the contributing Partner. If such Agreed Value is less than the amount required by the Managing Partner's Notification regarding such additional Capital Contribution, then the contributing Partner shall contribute additional amounts as necessary to satisfy the requirements of the Notification.

C. *Redeterminations of Agreed Value.* After the Agreed Value of a Capital Contribution is determined in accordance with Section 6.4.A or .B, such Agreed Value shall subsequently be redetermined as required by Section 6.5 when additional or optional Capital Contributions are made. Redeterminations of Agreed Value shall be made in the same manner as is set forth in Section 6.4.B above with respect to determinations of the Agreed Value of additional or optional Capital Contributions, *i.e.*, by agreement between the Managing Partner and the contributing Partner or, if no agreement can be reached, by appraisal.

6.5 *Calculation of Interests.*

A. *Initially.* Each Partner shall initially have an Interest equal to the Agreed Value of his initial Capital Contribution expressed as a percentage of the total of the Agreed Values of all initial Capital Contributions made by the Partners. The initial Interest of each Partner shall be set forth on Schedule A.

B. *Adjustment Due to Additional or Optional Capital Contributions.* If the Partners make additional or optional Capital Contributions pursuant to Section 6.3 which are not proportionate to their respective Interests, then the Interests of the Partners shall be adjusted as set forth herein. In such event, the Capital Contributions previously made by all Partners shall be revalued in the manner set forth in Section 6.4. Following such revaluation, each Partner's Interest shall be adjusted so as to equal (i) the sum of the Agreed Value of his previous Capital Contributions (as revalued) and the Agreed Value of his additional or

optional Capital Contribution, if any, (ii) divided by the total of the Agreed Values (as revalued) of all Capital Contributions made by the Partners.

C. *Timing of Adjustments.* An adjustment in the Partners' Interests pursuant to Section 6.5.B shall be made as of the last day of the month in which an additional Capital Contribution was made. Schedule A shall be amended by the Managing Partner to reflect any adjustment to the Partners' Interests and to the Agreed Values of their Capital Contributions.

6.6 Capital Account. A Capital Account shall be maintained by the Partnership for each Partner. It shall be (i) credited with the Agreed Value of the respective Partner's Capital Contributions and share of net income and gains (including Deemed Gain resulting from a revaluation of the Partners' Capital Contributions), and (ii) debited with such Partner's distributions (including cash distributions to a Partner in liquidation of his Interest) and share of losses (including Deemed Loss resulting from a revaluation of the Partners' Capital Contributions) and deductions.

6.7 Return of Capital Contributions. Except as otherwise provided herein or in the Act, no Partner shall have the right to withdraw, or receive any return of, his initial, additional or optional Capital Contributions. The General Partner shall not have any personal liability for the repayment of the Capital Contributions of the Limited Partners.

6.8 Interest. No interest shall be paid by the Partnership on Capital Contributions or on balances in Partners' Capital Accounts.

6.9 Loans From Partners. Loans by a Partner to the Partnership shall not be considered Capital Contributions. If any Partner shall advance funds to the Partnership in excess of the amounts required hereunder to be contributed by him to the capital of the Partnership, the making of such advances shall not result in any increase in the amount of the Capital Account of such Partner. The amounts of any such advances shall be a debt of the Partnership to such Partner and shall be payable or collectible only out of the Partnership assets in accordance with the terms and conditions upon which such advances are made. The repayment of loans from a Partner to the Partnership upon liquidation shall be subject to the order of priority set forth in Section 14.5 hereof.

ARTICLE VII

Allocations and Distributions

7.1 Allocation of Income and Loss. For book purposes the income, gains, losses and deductions (or items thereof) of the Partnership shall be shared by the Partners in the ratio of their Interests. Notwithstanding the foregoing, the Interests of the General Partners in each material item of Partnership income, gain, loss, deduction and credit shall be equal to at least one percent (1%), collectively, of each such item at all times during the existence of the Partnership. It is the intention of the Partners for the allocations of income, gains, losses and deductions (or items thereof) pursuant to this Article VII to be in accordance with the Partners' Interests. If there should be a change in a Partner's Interest during a taxable year as a result of the sale or exchange of an Interest, the admission

of a new Partner, cash distributions to a Partner in liquidation of his Interest, additional Capital Contributions by a Partner, or otherwise, the income, gain, loss or deduction for the year of such change shall be based on an interim closing of the books. For purposes of an interim closing of the books, the sale or exchange of an Interest, the admission of a new Partner and additional Capital Contributions of a Partner shall be deemed to have taken place as of the last day of the month, and cash distributions to a Partner in liquidation of his Interest shall be deemed to have been made as of the first day of the month.

7.2 Precontribution Gain or Loss. For tax purposes any income, gain, loss or deduction with respect to property contributed to the Partnership by a Partner (as reflected on Schedule A) shall be shared among the Partners so as to take account of the variation between the basis of the Property to the Partnership and its Agreed Value at the time of contribution (as reflected on Schedule A), such allocations of gain or loss to the Partners to be in accordance with section 704(c) of the Code and the regulations thereunder.

7.3 Determination of Income and Loss. At the end of each Partnership fiscal year, income, gain, loss and deduction (or items thereof) for any Partnership accounting year shall be determined with respect to the Interest of each Partner for the accounting period then ending and shall be allocated to the Partners in accordance with this Article VII.

7.4 Cash Distributions. No Distributable Cash of the Partnership shall be distributed to the Partners unless and until the Managing Partner has established such cash reserves as he deems prudent to insure the availability of funds for conducting operations of the Partnership, considering both current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, prudent reserves for future investment opportunities, the amounts of the debts of the Partnership and the amounts necessary or advisable for paying current debts and any and all future expenses and obligations of the Partnership. Any Distributable Cash of the Partnership in excess of the cash reserves deemed necessary or advisable pursuant to the above standard shall, in the sole and absolute discretion of the Managing Partner, be (i) retained and reinvested by the Partnership or (ii) distributed to the Partners in accordance with the Partners' Interests. Notwithstanding the foregoing, the General Partners, collectively, shall be distributed at least one percent (1%) of the total of all cash distributions made to the Partners. However, to the extent the General Partners receive a cash distribution pursuant to this Section in excess of what the General Partners would otherwise be entitled, subsequent cash distributions to the General Partners shall be reduced (but not below one percent (1%) of all distributions to the Partners) to reverse any such excess cash distributions made pursuant to this Section.

ARTICLE VIII

Ownership of Partnership Property

Partnership Property, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership Property or any portion thereof. Title to any or all Partnership Property may be held in the name of the Partnership, the Managing Partner or one or

more nominees, as the Managing Partner may determine. All Partnership Property shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such Partnership Property is held.

ARTICLE IX

Fiscal Matters; Books and Records

9.1 Bank Accounts; Investments. Capital Contributions, revenues and any other Partnership funds shall be deposited by the Managing Partner in a bank account established in the name of the Partnership, or shall be invested by the Managing Partner in furtherance of the purposes of the Partnership. No other funds shall be deposited into Partnership bank accounts or mingled with Partnership investments. Funds deposited in the Partnership's bank accounts may be withdrawn only to be invested in furtherance of the Partnership purposes, to pay Partnership debts or to be distributed to the Partners pursuant to this Agreement.

9.2 Records Required by Act; Right of Inspection.

A. *Records Required.* During the term of the Partnership and for a period of four (4) years thereafter, the Managing Partner, at the expense of the Partnership, shall maintain in the Partnership's principal office in the United States specified in Section 3.2 hereof all records required to be kept pursuant to the Act, including a current list of the names, addresses and Interests held by each of the Partners (including the dates on which each of the Partners became a Partner), copies of federal, state and local information or income tax returns for each of the Partnership's six (6) most recent tax years, copies of this Agreement and the Partnership's certificate of limited partnership, including all amendments or restatements, and correct and complete books and records of account of the Partnership.

B. *Right of Inspection.* A Partner may inspect Partnership records, but only upon compliance with the following procedures and restrictions:

1. *Notification.* The Partner requesting the inspection (the "requesting Partner") must deliver a Notification to the Partnership containing such request, which shall state a proper purpose for the inspection and shall specify in reasonable detail the records sought to be inspected.

2. *Proper Purpose.* The determination of whether the purpose stated in the Notification is "proper" shall be made by the Managing Partner in his sole discretion, taking into consideration, among other matters, whether the requesting Partner has previously made improper use of information obtained from the Partnership.

3. *Records Subject to Inspection.* The right of inspection applies only to records required to be maintained under the Act and such other information regarding the business, affairs and financial condition of the Partnership as is just and

reasonable for the requesting Partner to examine and copy. The determination of whether it is "just and reasonable" for a particular Partnership record to be examined by the requesting Partner shall be made by the Managing Partner in his sole discretion, taking into consideration, among other matters, the legitimate confidentiality concerns of other Partners and the Partnership, and whether the records sought to be inspected are reasonably related to the purpose stated in the Notification.

4. *Time, Place and Manner of Inspection.* The date upon which the inspection is to be made shall be determined by the Managing Partner, provided that it shall not be sooner than two (2) nor later than five (5) business days after the requesting Partner's Notification is actually received by the Partnership. The inspection must take place at the principal place of business of the Partnership as specified in Section 3.2, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. The inspection must be conducted by the requesting Partner or his duly authorized representatives. The requesting Partner or his representatives may make photocopies of any records they are permitted to inspect. All expenses of the inspection shall be borne by the requesting Partner.

5. *Length of Inspection.* The requesting Partner shall be permitted to spend as many days in the Partnership's offices during normal business hours as is reasonably necessary to complete the requested inspection, but the Managing Partner shall be entitled at any time during the course of an ongoing inspection to refuse the requesting Partner and his representatives further admission to the Partnership's offices if the Managing Partner determines in good faith that the inspection is being conducted for the principal purpose of harassment, aggravation or obstruction of Partnership affairs.

C. *Requests for Copies of Certain Records.* Upon written request by any Partner made to the Managing Partner at the address specified in Section 3.2 hereof, the Partnership shall provide to the requesting partner without charge true copies of (i) this Agreement and the Partnership's certificate of limited partnership and all amendments or restatements, and (ii) any of the tax returns of the Partnership described above.

9.3 *Books and Records of Account.* The Managing Partner, at the expense of the Partnership, shall maintain for the Partnership adequate books and records of account that shall be maintained on the cash method of accounting and on a basis consistent with appropriate provisions of the Code, containing, among other entries, a Capital Account for each Partner.

9.4 *Tax Returns and Information.* The Partners intend for the Partnership to be treated as a corporation for tax purposes. The Managing Partner shall prepare or cause to be prepared all federal, state and local income and other tax returns which the Partnership is required to file. Within the shorter of (i) such period as may be required by applicable law or regulation, or (ii) one hundred twenty (120) days after the end of each calendar year, the Managing Partner shall send or deliver to each Person who was a Partner at any time during such year such tax information as shall be

reasonably necessary for the preparation by such Person of his federal income tax return and state income and other tax returns.

9.5 *Delivery of Financial Statements to Partners.* Upon the written request of any Partner made by no later than the end of any fiscal year of the Partnership, the Managing Partner shall send to such Partner a copy of (i) a balance sheet as of the end of the fiscal year, (ii) an income statement for such year of the Partnership, and (iii) a statement showing the revenues distributed to Partners in respect of such year. Such financial statements shall be delivered to the requesting Partner by no later than ninety (90) days following the end of the fiscal year to which the statements apply. Unless the Partner's written request stipulates that the financial statements shall be audited (in which case Section 9.6 below shall apply), such statements need not be audited.

9.6 *Audits at Request of Partner.* Any Partner shall have the right to have an audit conducted of the Partnership books, which audit may be requested in connection with a request for financial statements under Section 9.5 above. The cost of the audit shall be borne by the Partner requesting that the audit be performed or, upon the approval of the Managing Partner, by the Partnership. The audit shall be performed by an accounting firm acceptable to the Managing Partner and the Partner requesting the audit. Not more than one (1) audit shall be required by any or all of the Partners for any fiscal year.

9.7 *Fiscal Year.* The Partnership fiscal year shall end on December 31st of each calendar year.

ARTICLE X

The Managing Partner and General Partner: Duties, Powers and Rights

10.1 *Status of General Partner.* Except as provided by the Act or this Agreement, each General Partner (i) has the rights and powers, (ii) is subject to the restrictions, and (iii) has the liabilities to the Partnership, other Partners, and Persons other than the Partnership and other Partners, of a partner in a partnership without limited partners.

10.2 *Designation of Managing Partner.* The management and control of the day-to-day operations of the Partnership is hereby delegated by the General Partner(s) to Quadvest Management, L.L.C., as Managing Partner. No other General Partner shall have authority to bind or act on behalf of the Partnership, except (i) to the extent expressly authorized to do so in writing by the Managing Partner, or (ii) to the extent permitted elsewhere in this Agreement or by applicable law.

A. The Managing Partner may resign from such office at any time upon Notification to the other Partners given not less than thirty (30) days prior to the effective date of such resignation.

B. If Quadvest Management, L.L.C., or any successor Managing Partner resigns or becomes unable for any other reason to serve as Managing Partner, it shall be succeeded

as Managing Partner, without prior consent of any Partner, by the first Person named below who is willing and able to serve as Managing Partner:

1. Gary S. Sequeira; or

2. any Person approved by Three-Fourths-in-Interest of the Partners, which Person shall be admitted to the Partnership as a General Partner and shall make such Capital Contribution as shall be approved by the other Partners.

C. Managing Partners must act (i) jointly if two Managing Partners are acting or (ii) by majority if more than two Managing Partners are acting. Unless another meaning is clearly indicated by the context, the term "Managing Partner" means any acting sole Managing Partner or co-Managing Partners.

D. A Managing Partner shall be deemed to be unable to serve as Managing Partner, if:

1. the Managing Partner voluntarily withdraws as a General Partner pursuant to Section 10.9.B hereof;

2. the Managing Partner transfers all of his Interest in the Partnership as a General Partner;

3. the Managing Partner is a natural person and dies or is adjudicated by a court of competent jurisdiction to be mentally incompetent to manage his person or property.

4. the Managing Partner makes a general assignment for the benefit of creditors, or any assignment to a creditor resulting from the creditor's foreclosure upon or execution against his Interest in the Partnership;

5. the Managing Partner files a voluntary bankruptcy petition; or

6. a judicial order granting the relief requested by the petitioner in an involuntary bankruptcy proceeding filed against the Managing Partner is entered.

10.3 Duties of Managing Partner. The Managing Partner shall devote such time and attention to the Partnership business as he shall deem necessary to manage and supervise such business in an efficient manner. The Managing Partner shall exercise ordinary business judgment in managing the affairs of the Partnership. The Managing Partner shall act as fiduciary with respect to the Interests of the Limited Partners. In acting in his official capacity as Managing Partner of the Partnership, the Managing Partner shall act in good faith and take such actions as he reasonably believes to be in the best interests of the Partnership and are not unlawful. In all other instances, the Managing Partner shall not take any action that he reasonably believes would be opposed to the Partnership's best interests or would be unlawful.

10.4 Powers of Managing Partner. The Managing Partner shall have full, complete and exclusive power to manage and control the Partnership. Subject to the limitations in this Agreement, the Managing Partner shall have the authority to take any action he deems to be necessary, convenient or advisable in connection with the management of the Partnership, including, but not limited to, the power and authority on behalf of the Partnership:

- A. to expend the Partnership's Capital Contributions and revenues in furtherance of the purposes of the Partnership and to execute and deliver all checks, drafts, endorsements and other orders for the payment of Partnership funds;
- B. to employ agents, employees, accountants, lawyers, clerical help, and such other assistance and services as may seem proper, and to pay therefor such remuneration as the Managing Partner may deem reasonable and appropriate;
- C. to purchase, lease, rent, or otherwise acquire or obtain the use of office equipment, materials, supplies, and all other kinds and types of real or personal property, and to incur expenses for travel, telephone, telegraph and for such other things, services and facilities, as may be deemed necessary, convenient or advisable for carrying on the business of the Partnership;
- D. to carry, at the expense of the Partnership, insurance of the kinds and in the amounts that the Managing Partner deems advisable or make other arrangements for payment of losses or liabilities to protect the Partnership or the Partners, agents and employees of the Partnership against loss or liability; provided, however, that with respect to insurance or arrangements to indemnify a Person for any liability arising out of the Person's status as a General Partner, Limited Partner, employee or agent of the Partnership, or as a result of the Person's service at the request of the Partnership as a representative of another enterprise, the terms of the insurance or other arrangements must be consistent with the provisions of Section 13.2 of this Agreement;
- E. to sue and be sued, complain and defend in the name and on behalf of the Partnership;
- F. to borrow money from any Person for any Partnership purpose on whatever terms and conditions the Managing Partner deems advisable and to obligate the Partnership to repay the borrowed money;
- G. to encumber or hypothecate Partnership Property for any Partnership purpose by mortgage, deed of trust, pledge or otherwise;
- H. to sell, dispose of, trade, exchange, quitclaim, surrender, release or abandon Partnership Property, or any interests therein, to any person, including the Managing Partner, and in connection therewith to receive such consideration, consisting of cash, securities and other property of any form, or any combination thereof, as he deems fair and in the best interests of the Partnership, and to enter into, execute, deliver and perform all such deeds,

assignments and other instruments or documents as the Managing Partner shall deem necessary, convenient or advisable to effect any such transaction;

I. with respect to real Partnership Property:

1. to partition, divide, subdivide, assign, develop, improve, build upon, manage, operate and control real Partnership Property;

2. to vacate plats, adjust boundaries, adjust differences in valuation on exchange or partition, and dedicate easements for public use, of real Partnership Property, with or without consideration;

3. to make ordinary and extraordinary repairs and alterations in buildings, demolish improvements, raze party walls or buildings, and erect party walls or buildings on real Partnership Property;

4. to lease real Partnership Property for any legal purpose, and enter into any covenants and agreements relating to the leased property or any improvements that may be erected on the property; and

5. to enter into oil, gas or other natural resource leases pertaining to natural resources contained in or related to such real Partnership Property;

J. to enforce any mortgage, deed of trust or pledge owned by the Partnership and, at any sale under any such mortgage, deed of trust or pledge, bid and purchase at Partnership expense any property subject to the security instrument;

K. to do all acts, take part in any proceedings, and exercise all rights and privileges as could an absolute owner of Partnership Property, subject to the limitations expressly stated in this Agreement and the faithful performance of the Managing Partner's fiduciary obligations;

L. in the exercise of any of the foregoing powers, to negotiate, execute and perform, on any terms deemed desirable in the Managing Partner's sole discretion, such agreements, contracts, leases, instruments and other documents as the Managing Partner shall from time to time approve in accordance with, and subject to, the terms of this Agreement; and

M. to take such other action and perform such other acts as the Managing Partner deems necessary, convenient or advisable in carrying out the business of the Partnership.

The enumeration of powers in this Agreement shall not limit the general or implied powers of the Managing Partner or any additional powers provided by law.

10.5 *Reliance by Third Parties.* Notwithstanding any other provision of this Agreement to the contrary, no lender, purchaser of Partnership Property or other Person dealing with the Partnership shall be required to look to the application of proceeds hereunder or to verify any representation by the Managing Partner as to the extent of the interest in Partnership Property that the Managing Partner is entitled to encumber, sell or otherwise use, and any such lender, purchaser or other Person shall be entitled to rely exclusively on the representations of the Managing Partner as to his authority to enter into such financing, sale or other arrangements and shall be entitled to deal with the Managing Partner as if he were the sole party in interest therein, both legally and beneficially.

10.6 *Prohibited Acts.* As long as the Partnership is in existence, the Managing Partner shall not, except with the prior approval of the Partners:

- A. do any act in violation of this Agreement;
- B. do any act that would make it impossible or unnecessarily difficult to carry on the ordinary business of the Partnership; or
- C. commingle the Partnership's funds or assets with those of the Managing Partner or any other Person.

10.7 *Other Business.* The General Partner may engage in or possess an interest in other business ventures (unconnected with the Partnership) of every kind and description, independently or with others, including, without limitation, serving as general partner of other partnerships and participating in businesses competitive with that of the Partnership. Neither the Partnership nor the other Partners shall have any rights in or to such independent ventures or the income or profits therefrom.

10.8 *Compensation and Expense Reimbursement of the Managing Partner.*

A. The Managing Partner shall be entitled to receive reasonable remuneration for managing and controlling the Partnership as contemplated in this Agreement.

B. The Managing Partner shall be reimbursed for all expenses he incurs on behalf of the Partnership (including amounts paid to any Person to perform services to the Partnership). Such reimbursements shall be in addition to any reimbursement to the Managing Partner as a result of indemnification pursuant to Article XIII.

10.9 *Withdrawal of a General Partner.*

A. *Events of Withdrawal.* At the effective date of any of the following Events of Withdrawal as to a General Partner, such General Partner's Rights and Duties as a General Partner shall be terminated: