



Control Number: 44542



Item Number: 20

Addendum StartPage: 0



Quadvest, L.P.
26926 FM 2978
Magnolia, TX 77354

Main: 281-356-5347
Fax: 281-356-5382
Quadvest.com

RECEIVED

December 23, 2015

2016 JAN -8 PM 1:41

PUC
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

PUBLIC UTILITY COMMISSION
FILING CLERK

Re: Docket # 44542

To Whom it May Concern:

Enclosed are additional closing documents of Warranty Deeds and Assignment of Assets, Liabilities, and Property.

Thank you,

A handwritten signature in black ink that reads 'Yvette Castro'. The signature is fluid and cursive, with the first name 'Yvette' being larger and more prominent than the last name 'Castro'.

Yvette Castro
281-305-1124
yvettec@quadvest.com

20

ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY

STATE OF TEXAS

§
§
§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MONTGOMERY

THAT THIS ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY (“**Assignment**”), made as of this 30 day of October, 2015, is by and between Bartlett M. Sequeira (herein, “**Assignor**”), Quadvest, LP (herein, “**Assignee**”), and Quadvest Management, LLC (herein, the “General Partner”).

WITNESSETH:

WHEREAS, Assignor currently owns an interest in the assets and liabilities listed on Exhibit A attached hereto (herein, “**Assets and Liabilities**”);

WHEREAS, Assignor desires to distribute by means of this Assignment all of Assignor’s interest in the Assets and Liabilities to Assignee;

WHEREAS, Assignor owns an interest in the real property listed on Exhibit B attached hereto (herein, “**Property**”);

WHEREAS, Assignor has prepared the Warranty Deed attached as Exhibit C hereto to transfer all of Assignor’s interest in the Property to Assignee and as a contribution; and

WHEREAS, Assignee desires to accept and receive all of Assignor’s interest in the Assets and Property.

NOW, THEREFORE, Assignor and Assignee agree as herein provided.

ARTICLE I
ASSIGNMENT AND TRANSFER

1.1 **ASSIGNMENT OF ASSETS AND LIABILITIES.** Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor’s right, title and interest in and to all of the Assets and Liabilities set forth on Exhibit A hereto without warranty or recourse.

1.2 ASSIGNMENT OF REAL PROPERTY. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the execution and recording of the Warranty Deed set forth in Exhibit C, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to all of the real property set forth on Exhibit B hereto.

1.3 ACCEPTANCE OF ASSIGNMENT OF ASSETS AND LIABILITIES. Assignee hereby accepts the conveyance, transfer and assignment of the assets and liabilities set forth on Exhibit A.

1.4 ACCEPTANCE OF ASSIGNMENT OF REAL PROPERTY. Assignee hereby accepts, by Warranty Deed set forth on Exhibit C, the conveyance, transfer and assignment of the Property set forth on Exhibit B.

ARTICLE II MISCELLANEOUS

3.1 RECITALS. The recitals are incorporated by reference into this Agreement and made a part hereof.

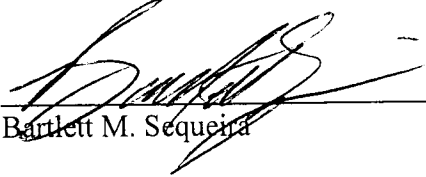
3.2 SCHEDULES. The exhibits referred to in this Agreement are incorporated by reference into this Agreement and made a part hereof.

3.3 NO THIRD PARTY RIGHTS. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation, limited liability company, partnership or other entity other than the parties hereto and their respective successors and assigns, any right or remedy under or by reason of this Assignment or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this Assignment shall be the sole and exclusive benefit of the parties hereto and their successors and assigns.

3.4 COUNTERPARTS. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed signature pages by facsimile transmission or in "portable document format" shall constitute effective and binding execution and delivery of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first hereinabove written.

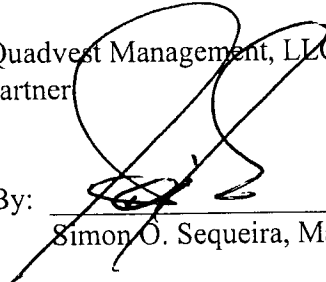
ASSIGNOR


Bartlett M. Sequeira

ASSIGNEE:

QUADVEST, LP

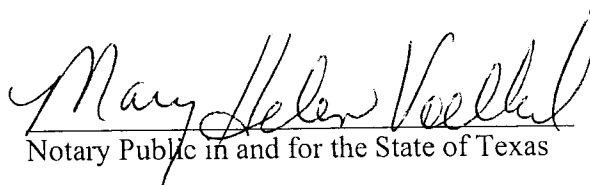
By: Quadvest Management, LLC, its general partner

By: 
Simon O. Sequeira, Manager

STATE OF TEXAS §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Bartlett M. Sequeira, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.


Notary Public in and for the State of Texas

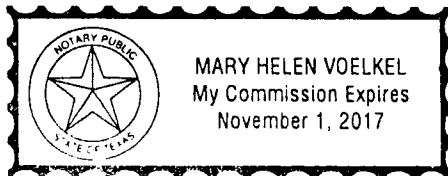
STATE OF TEXAS

COUNTY OF Montgomery

§
§
§

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, as Manager of Quadvest Management, LLC, the general partner of Quadvest, LP, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

EXHIBIT A

ASSETS AND LIABILITIES

1. All Assignor's interest in underground water and sewer lines and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.
2. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas
3. All Assignor's interest in underground water and sewer lines and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
4. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
5. All Assignor's interest in prepaids, customer deposits, and accounts payables associated with either Caddo Village or Grande San Jacinto subdivisions.

EXHIBIT B

Real Property

All of Assignor's interest in Caddo Village Land:

- a) Lot 168 of Caddo Village Subdivision - Lift Station
- b) Reserve E of Caddo Village Subdivision -
- b) Reserve F of Caddo Village Subdivision - Sewer Plant Site
- c) Reserve G of Caddo Village Subdivision - Water Plant Site
- d) All utility and sanitary control easements

All of Assignor's interest in Grande San Jacinto Land:

- a) All reserves sites, if any, for water and sewer plants/facilities
- b) All utility or sanitary control easements

EXHIBIT C
WARRANTY DEED

This page intentionally left blank.

ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY

STATE OF TEXAS §
 §
 § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF MONTGOMERY §

THAT THIS ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY (“**Assignment**”), made as of this 30 day of October, 2015, is by and between Mandi L. Brown (herein, “**Assignor**”), Quadvest, LP (herein, “**Assignee**”), and Quadvest Management, LLC (herein, the “General Partner”).

WITNESSETH:

WHEREAS, Assignor currently owns an interest in the assets and liabilities listed on Exhibit A attached hereto (herein, “**Assets and Liabilities**”);

WHEREAS, Assignor desires to distribute by means of this Assignment all of Assignor’s interest in the Assets and Liabilities to Assignee;

WHEREAS, Assignor owns an interest in the real property listed on Exhibit B attached hereto (herein, “**Property**”);

WHEREAS, Assignor has prepared the Warranty Deed attached as Exhibit C hereto to transfer all of Assignor’s interest in the Property to Assignee and as a contribution; and

WHEREAS, Assignee desires to accept and receive all of Assignor’s interest in the Assets and Property.

NOW, THEREFORE, Assignor and Assignee agree as herein provided.

ARTICLE I
ASSIGNMENT AND TRANSFER

1.1 ASSIGNMENT OF ASSETS AND LIABILITIES. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor’s right, title and interest in and to all of the Assets and Liabilities set forth on Exhibit A hereto without warranty or recourse.

1.2 ASSIGNMENT OF REAL PROPERTY. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the execution and recording of the Warranty Deed set forth in Exhibit C, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to all of the real property set forth on Exhibit B hereto.

1.3 ACCEPTANCE OF ASSIGNMENT OF ASSETS AND LIABILITIES. Assignee hereby accepts the conveyance, transfer and assignment of the assets and liabilities set forth on Exhibit A.

1.4 ACCEPTANCE OF ASSIGNMENT OF REAL PROPERTY. Assignee hereby accepts, by Warranty Deed set forth on Exhibit C, the conveyance, transfer and assignment of the Property set forth on Exhibit B.

ARTICLE II MISCELLANEOUS

3.1 RECITALS. The recitals are incorporated by reference into this Agreement and made a part hereof.

3.2 SCHEDULES. The exhibits referred to in this Agreement are incorporated by reference into this Agreement and made a part hereof.

3.3 NO THIRD PARTY RIGHTS. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation, limited liability company, partnership or other entity other than the parties hereto and their respective successors and assigns, any right or remedy under or by reason of this Assignment or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this Assignment shall be the sole and exclusive benefit of the parties hereto and their successors and assigns.

3.4 COUNTERPARTS. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed signature pages by facsimile transmission or in "portable document format" shall constitute effective and binding execution and delivery of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first hereinabove written.

ASSIGNOR

Mandi L. Brown
Mandi L. Brown

ASSIGNEE:

QUADVEST, LP

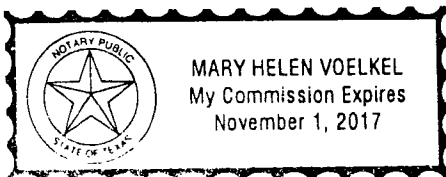
By: Quadvest Management, LLC, its general partner

By: Simon O. Sequeira
Simon O. Sequeira, Manager

STATE OF TEXAS §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Mandi L. Brown, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

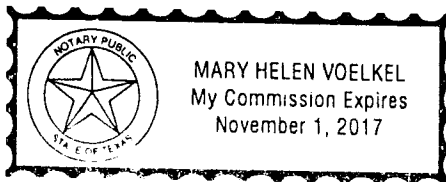
STATE OF TEXAS

§
§
§

COUNTY OF *Montgomery*

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, as Manager of Quadvest Management, LLC, the general partner of Quadvest, LP, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

EXHIBIT A

ASSETS AND LIABILITIES

1. All Assignor's interest in underground water and sewer lines and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.
2. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas
3. All Assignor's interest in underground water and sewer lines and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
4. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
5. All Assignor's interest in prepaids, customer deposits, and accounts payables associated with either Caddo Village or Grande San Jacinto subdivisions.

EXHIBIT B

Real Property

All of Assignor's interest in Caddo Village Land:

- a) Lot 168 of Caddo Village Subdivision - Lift Station
- b) Reserve E of Caddo Village Subdivision -
- b) Reserve F of Caddo Village Subdivision - Sewer Plant Site
- c) Reserve G of Caddo Village Subdivision - Water Plant Site
- d) All utility and sanitary control easements

All of Assignor's interest in Grande San Jacinto Land:

- a) All reserves sites, if any, for water and sewer plants/facilities
- b) All utility or sanitary control easements

EXHIBIT C
WARRANTY DEED

This page intentionally left blank.

ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY

STATE OF TEXAS §
 §
 § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF MONTGOMERY §

THAT THIS ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY (“**Assignment**”), made as of this 30 day of October, 2015, is by and between Yvette R. Castro (herein, “**Assignor**”), Quadvest, LP (herein, “**Assignee**”), and Quadvest Management, LLC (herein, the “General Partner”).

WITNESSETH:

WHEREAS, Assignor currently owns an interest in the assets and liabilities listed on Exhibit A attached hereto (herein, “**Assets and Liabilities**”);

WHEREAS, Assignor desires to distribute by means of this Assignment all of Assignor’s interest in the Assets and Liabilities to Assignee;

WHEREAS, Assignor owns an interest in the real property listed on Exhibit B attached hereto (herein, “**Property**”);

WHEREAS, Assignor has prepared the Warranty Deed attached as Exhibit C hereto to transfer all of Assignor’s interest in the Property to Assignee and as a contribution; and

WHEREAS, Assignee desires to accept and receive all of Assignor’s interest in the Assets and Property.

NOW, THEREFORE, Assignor and Assignee agree as herein provided.

ARTICLE I
ASSIGNMENT AND TRANSFER

1.1 ASSIGNMENT OF ASSETS AND LIABILITIES. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor’s right, title and interest in and to all of the Assets and Liabilities set forth on Exhibit A hereto without warranty or recourse.

1.2 ASSIGNMENT OF REAL PROPERTY. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the execution and recording of the Warranty Deed set forth in Exhibit C, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to all of the real property set forth on Exhibit B hereto.

1.3 ACCEPTANCE OF ASSIGNMENT OF ASSETS AND LIABILITIES. Assignee hereby accepts the conveyance, transfer and assignment of the assets and liabilities set forth on Exhibit A.

1.4 ACCEPTANCE OF ASSIGNMENT OF REAL PROPERTY. Assignee hereby accepts, by Warranty Deed set forth on Exhibit C, the conveyance, transfer and assignment of the Property set forth on Exhibit B.

ARTICLE II MISCELLANEOUS

3.1 RECITALS. The recitals are incorporated by reference into this Agreement and made a part hereof.

3.2 SCHEDULES. The exhibits referred to in this Agreement are incorporated by reference into this Agreement and made a part hereof.

3.3 NO THIRD PARTY RIGHTS. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation, limited liability company, partnership or other entity other than the parties hereto and their respective successors and assigns, any right or remedy under or by reason of this Assignment or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this Assignment shall be the sole and exclusive benefit of the parties hereto and their successors and assigns.

3.4 COUNTERPARTS. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed signature pages by facsimile transmission or in "portable document format" shall constitute effective and binding execution and delivery of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first hereinabove written.

ASSIGNOR

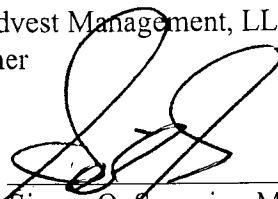


Yvette R. Castro

ASSIGNEE:

QUADVEST, LP

By: Quadvest Management, LLC, its general partner

By: 

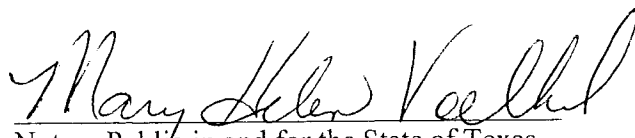
Simon O. Sequeira, Manager

STATE OF TEXAS §

COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Yvette R. Castro, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.



Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, as Manager of Quadvest Management, LLC, the general partner of Quadvest, LP, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Given under my hand and seal of office on this 30 day of October, 2015.


 Mary Helen Voelkel
Notary Public in and for the State of Texas

EXHIBIT A

ASSETS AND LIABILITIES

1. All Assignor's interest in underground water and sewer lines and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.
2. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas
3. All Assignor's interest in underground water and sewer lines and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
4. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
5. All Assignor's interest in prepaids, customer deposits, and accounts payables associated with either Caddo Village or Grande San Jacinto subdivisions.

EXHIBIT B

Real Property

All of Assignor's interest in Caddo Village Land:

- a) Lot 168 of Caddo Village Subdivision - Lift Station
- b) Reserve E of Caddo Village Subdivision -
- b) Reserve F of Caddo Village Subdivision - Sewer Plant Site
- c) Reserve G of Caddo Village Subdivision - Water Plant Site
- d) All utility and sanitary control easements

All of Assignor's interest in Grande San Jacinto Land:

- a) All reserves sites, if any, for water and sewer plants/facilities
- b) All utility or sanitary control easements

EXHIBIT C
WARRANTY DEED

This page intentionally left blank.

ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY

STATE OF TEXAS §
 §
 § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF MONTGOMERY §

THAT THIS ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY (“**Assignment**”), made as of this 30 day of October, 2015, is by and between Simon O. Sequeira (herein, “**Assignor**”), Quadvest, LP (herein, “**Assignee**”), and Quadvest Management, LLC (herein, the “**General Partner**”).

WITNESSETH:

WHEREAS, Assignor currently owns an interest in the assets and liabilities listed on Exhibit A attached hereto (herein, “**Assets and Liabilities**”);

WHEREAS, Assignor desires to distribute by means of this Assignment all of Assignor’s interest in the Assets and Liabilities to Assignee;

WHEREAS, Assignor owns an interest in the real property listed on Exhibit B attached hereto (herein, “**Property**”);

WHEREAS, Assignor has prepared the Warranty Deed attached as Exhibit C hereto to transfer all of Assignor’s interest in the Property to Assignee and as a contribution; and

WHEREAS, Assignee desires to accept and receive all of Assignor’s interest in the Assets and Property.

NOW, THEREFORE, Assignor and Assignee agree as herein provided.

ARTICLE I
ASSIGNMENT AND TRANSFER

1.1 **ASSIGNMENT OF ASSETS AND LIABILITIES.** Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor’s right, title and interest in and to all of the Assets and Liabilities set forth on Exhibit A hereto without warranty or recourse.

1.2 ASSIGNMENT OF REAL PROPERTY. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the execution and recording of the Warranty Deed set forth in Exhibit C, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to all of the real property set forth on Exhibit B hereto.

1.3 ACCEPTANCE OF ASSIGNMENT OF ASSETS AND LIABILITIES. Assignee hereby accepts the conveyance, transfer and assignment of the assets and liabilities set forth on Exhibit A.

1.4 ACCEPTANCE OF ASSIGNMENT OF REAL PROPERTY. Assignee hereby accepts, by Warranty Deed set forth on Exhibit C, the conveyance, transfer and assignment of the Property set forth on Exhibit B.

ARTICLE II MISCELLANEOUS

3.1 RECITALS. The recitals are incorporated by reference into this Agreement and made a part hereof.

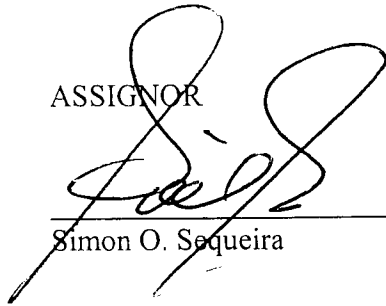
3.2 SCHEDULES. The exhibits referred to in this Agreement are incorporated by reference into this Agreement and made a part hereof.

3.3 NO THIRD PARTY RIGHTS. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation, limited liability company, partnership or other entity other than the parties hereto and their respective successors and assigns, any right or remedy under or by reason of this Assignment or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this Assignment shall be the sole and exclusive benefit of the parties hereto and their successors and assigns.

3.4 COUNTERPARTS. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed signature pages by facsimile transmission or in "portable document format" shall constitute effective and binding execution and delivery of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first hereinabove written.

ASSIGNOR

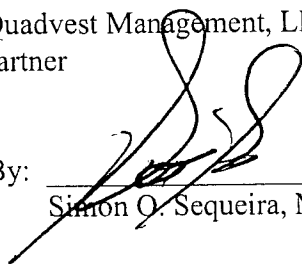


Simon O. Sequeira

ASSIGNEE:

QUADVEST, LP

By: Quadvest Management, LLC, its general partner

By: 

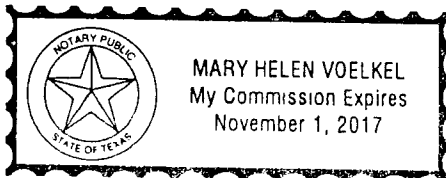
Simon O. Sequeira, Manager

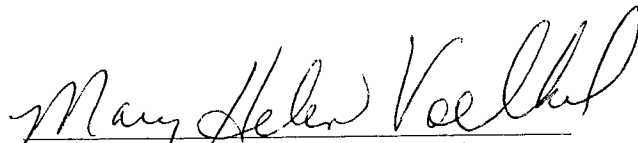
STATE OF TEXAS

COUNTY OF Montgomery §
§
§

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.





Notary Public in and for the State of Texas

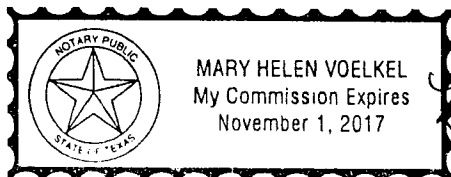
STATE OF TEXAS

COUNTY OF Montgomery

§
§
§

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, as Manager of Quadvest Management, LLC, the general partner of Quadvest, LP, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

EXHIBIT A

ASSETS AND LIABILITIES

1. All Assignor's interest in underground water and sewer lines and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.
2. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas
3. All Assignor's interest in underground water and sewer lines and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
4. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
5. All Assignor's interest in prepaids, customer deposits, and accounts payables associated with either Caddo Village or Grande San Jacinto subdivisions.

EXHIBIT B

Real Property

All of Assignor's interest in Caddo Village Land:

- a) Lot 168 of Caddo Village Subdivision - Lift Station
- b) Reserve E of Caddo Village Subdivision -
- b) Reserve F of Caddo Village Subdivision - Sewer Plant Site
- c) Reserve G of Caddo Village Subdivision - Water Plant Site
- d) All utility and sanitary control easements

All of Assignor's interest in Grande San Jacinto Land:

- a) All reserves sites, if any, for water and sewer plants/facilities
- b) All utility or sanitary control easements

EXHIBIT C
WARRANTY DEED

This page intentionally left blank.

ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY

STATE OF TEXAS §
 §
 § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF MONTGOMERY §

THAT THIS ASSIGNMENT OF ASSETS, LIABILITIES AND PROPERTY (“**Assignment**”), made as of this 30 day of October, 2015, is by and between Tamara L. Sequeira (herein, “**Assignor**”), Quadvest, LP (herein, “**Assignee**”), and Quadvest Management, LLC (herein, the “General Partner”).

WITNESSETH:

WHEREAS, Assignor currently owns an interest in the assets and liabilities listed on Exhibit A attached hereto (herein, “**Assets and Liabilities**”);

WHEREAS, Assignor desires to distribute by means of this Assignment all of Assignor’s interest in the Assets and Liabilities to Assignee;

WHEREAS, Assignor owns an interest in the real property listed on Exhibit B attached hereto (herein, “**Property**”);

WHEREAS, Assignor has prepared the Warranty Deed attached as Exhibit C hereto to transfer all of Assignor’s interest in the Property to Assignee and as a contribution; and

WHEREAS, Assignee desires to accept and receive all of Assignor’s interest in the Assets and Property.

NOW, THEREFORE, Assignor and Assignee agree as herein provided.

ARTICLE I
ASSIGNMENT AND TRANSFER

1.1 ASSIGNMENT OF ASSETS AND LIABILITIES. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor’s right, title and interest in and to all of the Assets and Liabilities set forth on Exhibit A hereto without warranty or recourse.

1.2 ASSIGNMENT OF REAL PROPERTY. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the execution and recording of the Warranty Deed set forth in Exhibit C, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to all of the real property set forth on Exhibit B hereto.

1.3 ACCEPTANCE OF ASSIGNMENT OF ASSETS AND LIABILITIES. Assignee hereby accepts the conveyance, transfer and assignment of the assets and liabilities set forth on Exhibit A.

1.4 ACCEPTANCE OF ASSIGNMENT OF REAL PROPERTY. Assignee hereby accepts, by Warranty Deed set forth on Exhibit C, the conveyance, transfer and assignment of the Property set forth on Exhibit B.

ARTICLE II MISCELLANEOUS

3.1 RECITALS. The recitals are incorporated by reference into this Agreement and made a part hereof.

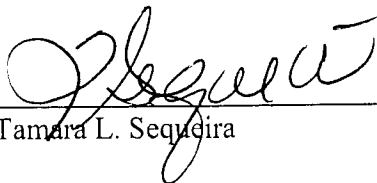
3.2 SCHEDULES. The exhibits referred to in this Agreement are incorporated by reference into this Agreement and made a part hereof.

3.3 NO THIRD PARTY RIGHTS. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation, limited liability company, partnership or other entity other than the parties hereto and their respective successors and assigns, any right or remedy under or by reason of this Assignment or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this Assignment shall be the sole and exclusive benefit of the parties hereto and their successors and assigns.

3.4 COUNTERPARTS. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed signature pages by facsimile transmission or in "portable document format" shall constitute effective and binding execution and delivery of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first hereinabove written.

ASSIGNOR

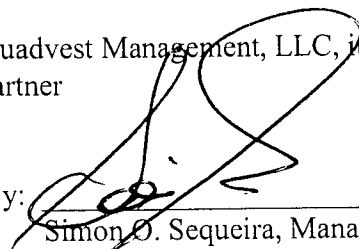


Tamara L. Sequeira

ASSIGNEE:

QUADVEST, LP

By: Quadvest Management, LLC, its general partner

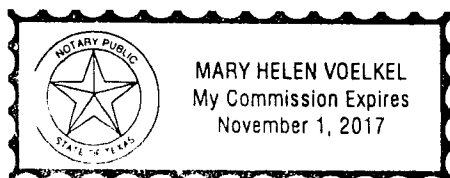
By: 


Simon O. Sequeira, Manager

STATE OF TEXAS §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Tamara L. Sequeira, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.





Notary Public in and for the State of Texas

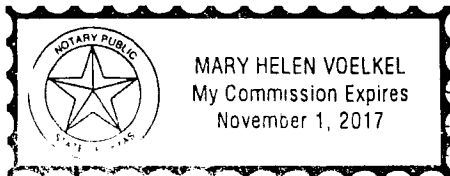
STATE OF TEXAS

§
§
§

COUNTY OF Montgomery

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, as Manager of Quadvest Management, LLC, the general partner of Quadvest, LP, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

EXHIBIT A

ASSETS AND LIABILITIES

1. All Assignor's interest in underground water and sewer lines and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.
2. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas
3. All Assignor's interest in underground water and sewer lines and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
4. All Assignor's interest in aboveground water and sewer plant facilities and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
5. All Assignor's interest in prepaids, customer deposits, and accounts payables associated with either Caddo Village or Grande San Jacinto subdivisions.

EXHIBIT B

Real Property

All of Assignor's interest in Caddo Village Land:

- a) Lot 168 of Caddo Village Subdivision - Lift Station
- b) Reserve E of Caddo Village Subdivision -
- b) Reserve F of Caddo Village Subdivision - Sewer Plant Site
- c) Reserve G of Caddo Village Subdivision - Water Plant Site
- d) All utility and sanitary control easements

All of Assignor's interest in Grande San Jacinto Land:

- a) All reserves sites, if any, for water and sewer plants/facilities
- b) All utility or sanitary control easements



4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

DATE: October 30, 2015

GRANTOR: Tamara L. Sequeira

GRANTOR'S MAILING ADDRESS: 26926 FM 2978, Magnolia, Texas 77354

✓ GRANTEE: Quadvest, LP

GRANTEE'S MAILING ADDRESS: 26926 FM 2978, Magnolia, Texas 77354

CONSIDERATION: \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and for which no lien, express or implied, is retained.

PROPERTY: All of Grantor's interest (being 20% of the whole) in those certain tracts or parcels of land situated in Montgomery County, Texas described in Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Land") and the following: (i) any and all buildings, structures, fixtures and other improvements located on the Land; (ii) all right, title and interest of Grantor in and to strips or gores, if any, between the Land and abutting properties; (iii) all and singular the rights, easements and appurtenances pertaining to the Land, including, without limitation (a) all utility and sanitary control easements, (b) all rights, titles and interests of Grantor in and to any and all roads, easements, alleys, streets and rights-of-way bounding the Land, together with all rights of ingress and egress to the Land, (c) any water, sewer or other similar rights owned by or leased to Grantor, including, without limitation, all wastewater discharge and other sewage treatment capacity, water capacity and other utility capacity allocated, reserved or otherwise available to the Land and (d) all rights, titles and interests of Grantor in and to any permits, licenses, approvals, exemptions, variances, development rights and benefits and developmental transfer density rights pertaining to the Land; and (iv) all right, title and interest of Grantor in any and all oil, gas and minerals lying under, in, on or about or constituting a part of the Land, and regardless of whether the minerals are considered part of the surface estate or part of the mineral estate.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions and easements, if any, relating to the herein above described property, but only to the extent they are still in effect, shown of

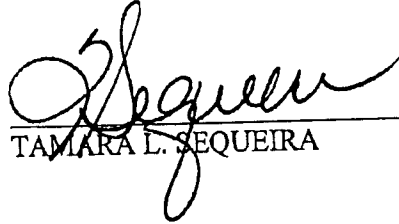
record in the herein above mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the herein above described property.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

GRANTOR:


TAMARA L. SEQUEIRA

STATE OF TEXAS §

COUNTY OF Montgomery §

This instrument was acknowledged before me on this 30 day of October, 2015 by TAMARA L. SEQUEIRA.



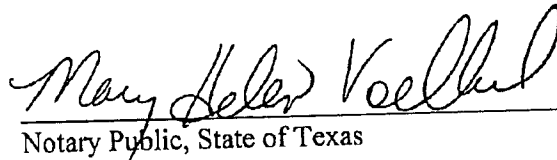

Notary Public, State of Texas

Exhibit A

Legal Description of Land

TRACT 1: All of Grantor's interest in Reserve E of CADDO VILLAGE, a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.

TRACT 2: All of Grantor's interest in Reserve F of CADDO VILLAGE, a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.

TRACT 3: All of Grantor's interest in Reserve G of Caddo Village, a subdivision in MONTGOMERY County, Texas, in the G.W. Lonis Survey, A-313 according to the map or plat thereof, recorded in Cabinet D, Sheet(s) 182, of the Map/Plat Records Montgomery County, Texas.

TRACT 4: All of Grantor's interest in Lot One Hundred Sixty-Eight (168) of CADDO VILLAGE, a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.

FILED FOR RECORD

11/10/2015 9:08AM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

11/10/2015



Mark Turnbull

County Clerk
Montgomery County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PI145-2015110648-5

GENERAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

DATE: October 30, 2015

GRANTOR: Simon O. Sequeira

GRANTOR'S MAILING ADDRESS: 26926 FM 2978, Magnolia, Texas 77354

GRANTEE: Quadvest, LP

GRANTEE'S MAILING ADDRESS: 26926 FM 2978, Magnolia, Texas 77354

CONSIDERATION: \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and for which no lien, express or implied, is retained.

PROPERTY: All of Grantor's interest (being 20% of the whole) in those certain tracts or parcels of land situated in Montgomery County, Texas described in Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Land") and the following: (i) any and all buildings, structures, fixtures and other improvements located on the Land; (ii) all right, title and interest of Grantor in and to strips or gores, if any, between the Land and abutting properties; (iii) all and singular the rights, easements and appurtenances pertaining to the Land, including, without limitation (a) all utility and sanitary control easements, (b) all rights, titles and interests of Grantor in and to any and all roads, easements, alleys, streets and rights-of-way bounding the Land, together with all rights of ingress and egress to the Land, (c) any water, sewer or other similar rights owned by or leased to Grantor, including, without limitation, all wastewater discharge and other sewage treatment capacity, water capacity and other utility capacity allocated, reserved or otherwise available to the Land and (d) all rights, titles and interests of Grantor in and to any permits, licenses, approvals, exemptions, variances, development rights and benefits and developmental transfer density rights pertaining to the Land; and (iv) all right, title and interest of Grantor in any and all oil, gas and minerals lying under, in, on or about or constituting a part of the Land, and regardless of whether the minerals are considered part of the surface estate or part of the mineral estate.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions and easements, if any, relating to the herein above described property, but only to the extent they are still in effect, shown of

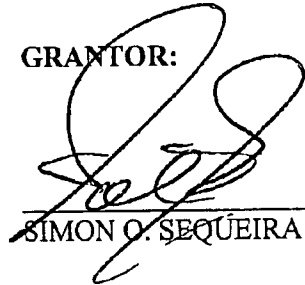
record in the herein above mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the herein above described property.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

GRANTOR:

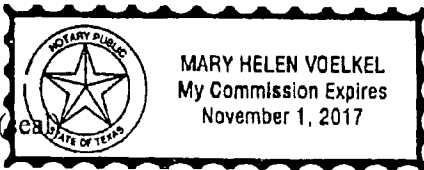


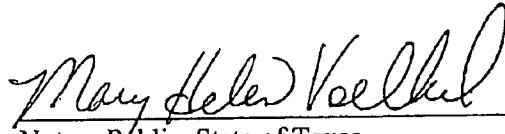
SIMON O. SEQUEIRA

STATE OF TEXAS §

COUNTY OF Montgomery §

This instrument was acknowledged before me on this 30 day of October, 2015 by
SIMON O. SEQUEIRA.





Notary Public, State of Texas

Exhibit A

Legal Description of Land

TRACT 1: All of Grantor's interest in Reserve E of CADDO VILLAGE, a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.

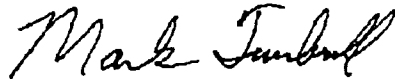
TRACT 2: All of Grantor's interest in Reserve F of CADDO VILLAGE, a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.

TRACT 3: All of Grantor's interest in Reserve G of Caddo Village, a subdivision in MONTGOMERY County, Texas, in the G.W. Lonis Survey, A-313 according to the map or plat thereof, recorded in Cabinet D, Sheet(s) 182, of the Map/Plat Records Montgomery County, Texas.

TRACT 4: All of Grantor's interest in Lot One Hundred Sixty-Eight (168) of CADDO VILLAGE, a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.

FILED FOR RECORD

11/10/2015 9:08AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

11/10/2015



County Clerk
Montgomery County, Texas