

Exhibit A**Definitions**

"Account(s)" means, in the singular, Loan Account, InvestLine Account, or Invesco Account as the context requires, and in the plural, Loan Account(s), InvestLine Account(s), and/or Invesco Account(s), as the context requires.

"Authenticate" means a permission granted by Customer to an Authorized User to approve or deny a Recurring Wire Transfer or Freeform Wire Transfer instructions.

"Authentication Devices" means collectively all security, identification and authentication mechanisms, including, without limitation, security codes, or tokens, PINs, signatures, encryption keys and/or individual passwords used in connection with the Security Procedures and associated with or necessary for Customer's access to and use of any Cash Management Services.

"Authorized Representative(s)" means the person(s) identified by appropriate board resolution, corporate by-law, or other corporate formation document in a form acceptable to CoBank in its sole discretion.

"Authorized User" means those individuals identified by an Authorized Representative through use of an executed Exhibit C attached hereto, as the same may be replaced and superseded from time to time by an Authorized Representative and accepted by CoBank in its sole discretion.

"Business Day" means any day other than (i) a Saturday, Sunday or Federal Holiday in the United States or (ii) a day upon which a Federal Reserve Bank is closed.

"Cash Management Services" means each of the services listed in the Selection of Cash Management Services Addendum provided to Customer along with this Agreement. Each such service offered by CoBank is described in a Service Schedule applicable to that Service.

"CoBank Internet System" means CoBank's Internet-based information delivery and transaction initiation system(s) as may be offered by CoBank (for example, CoLink® or other access platform). Authorized Users entering the CoBank Internet System will be required to accept any "terms of use" that appear when an Authorized User logs on.

"Compliance Laws" means (i) all applicable laws, regulations, rules, orders of any agency or governing authority; (ii) to the extent applicable, NACHA Rules; (iii) the Uniform Commercial Code; and (iv) OFAC regulations enforcing U.S. economic and trade sanctions.

"Customer" shall have the meaning ascribed in the introductory paragraph of this Agreement and expressly includes Customer's Linked Affiliates.

"Disclosure" means a disclosure, whether or not voluntary, pursuant to 31 United States Code Section 5314, as the same may be amended from time to time, or Chapter X of Title 31 of the Code of Federal Regulations, or any successor rules thereto, or any other authority, or a disclosure pursuant to Subpart B of Section 612 of Title 12 of the Code of Federal Regulations, or any successor rule thereto, or any other authority.

"Electronic Banking Services" means services that permit CoBank's customers to electronically access their accounts and conduct transactions permitted by CoBank, including certain Cash Management Services, by means of the CoBank Internet System.

"Freeform Wire Transfer(s)" means a Wire Transfer instruction that does not use predefined templates. When Customer initiates a Freeform Wire Transfer, Customer provides all pertinent information about the Wire Transfer request to CoBank at the time of such request.

"Initiate" means a permission granted by Customer to an Authorized User to create, modify and delete Wire Transfer templates and submit Freeform Wire Transfer requests.

"InvestLine Account(s)" means the account(s) maintained by Customer or on behalf of Customer and as more particularly described in Service Schedule 2.1. An InvestLine Account is not a deposit account as defined under the Uniform Commercial Code.

"Invesco Account(s)" means the account(s) maintained on behalf of Customer with Invesco Investment Services, Invesco Distributors, Inc., and/or Invesco Institutional Money Market Funds and identified in CoBank's documents for investment purposes. An Invesco Account is not a deposit account as defined under the Uniform Commercial Code.

"Linked Affiliate(s)" means an affiliate (e.g. parent, sibling, subsidiary entity), guarantor, or co-borrower of Customer that (i) receives deposits or issues payments using the Services, and (ii) has been disclosed to, and accepted by CoBank and Service Provider, and which acceptance is reflected in the Service Documentation.

"Loan Account(s)" means collectively, any and all (i) loan account(s) and (ii) credit facility(ies) or subfacility(ies), if any, maintained by or available to Customer and authorized for settlement of Customer's transactions in connection with the Services and any and all (iii) InvestLine Account(s) or Invesco Account(s) that constitute funds held account(s), prepayment account(s), future payment account(s), escrow account(s), debt reserve account(s), or cash collateral account(s).

"NACHA Rules" means the rules of the National Automated Clearing House Association (including any exhibits or appendices thereto and any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

"OFAC" means the U.S. Treasury's Office of Foreign Assets Control.

"Recurring Wire Transfer(s)" means an outgoing wire transfer initiated by Customer using a reusable saved template which templates include, but are not limited to, those documented using an executed Exhibit D. Templates are useful for establishing payment instructions that will be used multiple times with Authorized User(s) identifying the effective date, amount, and source of funds per Wire Transfer instruction.

"Security Procedure(s)" means the various security procedures specifically identified in Exhibit B and any addendum attached hereto and made a part hereof, as the same may be amended from time to time.

"Service Documentation" means the forms, rules, procedures, terms and conditions, and other documentation provided to Customer by CoBank relating to all services rendered pursuant to this Agreement and is used in the most comprehensive sense to include, without limitation, any Service Schedules, and ancillary documents related thereto, all as may be amended from time to time upon notice to Customer.

"Service Provider" means an independent third party with whom CoBank has contracted to provide or perform certain Services to CoBank's customers on behalf of CoBank.

"Service Schedules" means the agreements, procedures, documents, and schedules related to each individual Service, each as may be amended from time to time. Each such Service Schedule selected by Customer is incorporated herein by reference and made a part hereof.

"Services" means, collectively, the Telephone Banking Services, Cash Management Services, and if applicable, the Electronic Banking Services.

"Telephone Banking Services" means services that permit CoBank's customers to telephonically access their Account(s) and conduct transactions permitted by CoBank, including certain Cash Management Services.

"Uniform Commercial Code" means the Uniform Commercial Code, as adopted by the State of Colorado, as amended from time to time.

"Wire Transfer(s)" shall have the meaning ascribed in Service Schedule 3.1. Note: Each Wire Transfer will identify the originator as the name of the Customer.

Exhibit B**Security Procedures**

1. The following are the Security Procedures referred to in the Agreement, as the same may be supplemented by either a "Credit Manager Addendum" or "Credit Manager Plus Addendum" attached hereto and made a part hereof.

a. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. Upon implementation of the Services, Customer can access the Services, using the Services' Security Procedures as prescribed by CoBank from time to time. Customer acknowledges that the Authorized Representative(s) will, and Customer authorizes the Authorized Representative(s) to, select Authorized Users. Customer further acknowledges that the Authorized Representative(s) may, and Customer authorizes the Authorized Representative(s) to, change or deactivate the unique personal identification number ("PIN") and/or password of Authorized Users from time to time, in his or her sole discretion. CoBank may employ other Authentication Device(s) as it deems fit from time to time. Where Customer has the ability to change or modify an Authentication Device from time to time (e.g., a password or PIN), Customer agrees to change Authentication Device(s) frequently in order to ensure the security of the Authentication Device(s).

b. Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Authentication Device(s). Customer agrees to take reasonable precautions to safeguard the Authentication Device(s) and keep them confidential. Customer agrees not to reveal the Authentication Device(s) to any unauthorized person. Customer further agrees to notify CoBank immediately if Customer believes that the confidentiality of the Authentication Device(s) has been compromised in any manner. Customer also agrees to instruct each Authorized User(s) not to disclose or provide any Security Procedures or Authentication Devices to anyone who is not an Authorized User.

c. Customer acknowledges and agrees that CoBank is authorized to act on any and all communications or instructions received using the Authentication Device(s), regardless of whether the communications or instructions are authorized. CoBank owns the Authentication Device(s), and Customer may not transfer them to any other person or entity.

2. The following Security Procedures shall apply with respect to Customer's inquiries, transfers, payments, and transaction requests (and amendments or cancellations thereto) under the Agreement made telephonically, by fax, or in writing:

a. PIN. The Services require use of PINs. Upon implementation of each Authorized User, CoBank provides the individual a PIN that the Authorized User shall keep in a secure place. For control purposes, the respective Authorized User's PIN is to accompany inquiries and requests transmitted to CoBank via telephone. If the Authorized User's PIN does not accompany an inquiry or request then CoBank may reject the inquiry or request. CoBank may employ other Security Procedures as it deems fit from time to time.

b. Customer Callback. CoBank shall be entitled, in its sole discretion, to verify any inquiry, transfer, payment, or transaction request, as a condition to CoBank's execution of same, by way of return telephone call to an Authorized User or individual other than the Authorized User originating such instruction. If the "callback" cannot be successfully completed by CoBank by the applicable cut-off time on a Business Day, then the request may be suspended or cancelled by CoBank.

c. Dual Control. Customer further acknowledges and agrees that all Wire Transfers initiated through the Services must additionally incorporate "dual control" or separation of duties ("Dual Control"). CoBank requires that all Freeform Wire Transfer requests and requests to add Recurring Wire Transfer templates be approved by an Authorized User other than the Authorized User who initiated the transaction. This will occur by way of return telephone call to an Authorized User other than the Authorized User originating such instruction. If the second Authorized User (using his or her PIN) is unable to approve the Freeform Wire Transfer instruction or request to add a Recurring Wire Transfer template then CoBank may reject the request without liability to Customer. At all times, CoBank reserves the right to require Customer to provide an executed Exhibit D to add, modify, or delete a Recurring Wire Transfer template.

d. Facsimile and Written Requests. If CoBank elects to accept faxed or other written transaction requests, CoBank will treat them as telephone initiated requests, and CoBank may utilize additional security measures such as callback verification or certain written documentation.

3. The Authentication Devices identify and authenticate those persons Customer has identified, i.e. Authorized User(s), to CoBank when Customer accesses or uses the Services. Customer authorizes CoBank to rely on the Authentication Devices to identify an Authorized User when an Authorized User accesses or uses any of the Services, and as signature authorization for any use of the Services.

4. Customer acknowledges and agrees that the Authentication Devices and other Security Procedures applicable to Customer's use of the Services and such security best practices as described by CoBank from time to time to Customer and specifically as set forth in this "Exhibit B", including but not limited to the use of Dual Control in regard to Wire Transfers, any Security Procedures in the Agreement, and any Service Schedule are commercially reasonable methods of providing security for the purpose of verifying whether use of the Services was initiated by Customer and preventing unauthorized payment orders. Customer further acknowledges and agrees that the Authentication Devices are not intended, and that it is commercially reasonable that the Authentication Devices are not intended, to detect any errors relating to or arising out of a payment, transfer or any other use of the Services.

5. If Customer has reason to believe that any Authentication Device(s) have been lost, stolen, compromised, or used (or may be used without Customer's permission) or that other use of the Services has been or may be made with any Authentication Device(s) without Customer's permission, Customer must contact CoBank immediately in writing. In case of emergency, Customer should immediately notify CoBank at (800) 255-6190 and at cash@cobank.com using "IMMEDIATE ACTION REQUIRED" in the subject line. This must be further confirmed in writing to CoBank. In no event shall CoBank be liable for any unauthorized inquiry, transfer, payment, or transaction that occurs with any Authentication Device(s) unless CoBank has been notified that the Authentication Device has been lost, stolen or used (or may be used without Customer's permission) or that other use of the Services has been or may be made with any Authentication Device(s) without Customer's permission provided CoBank has had a reasonable time to act upon such written notice subsequent to CoBank's receipt thereof. In the event of an emergency, Customer may give duplicate notice by faxing a copy of the notice to CoBank at (303) 740-4002. In the event of any actual or threatened breach of security, CoBank may issue Customer a new PIN or other Authentication Device or establish new Security Procedures as soon as reasonably practicable, but CoBank shall not be liable to Customer or any third party for any delay in taking such actions.

6. CoBank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Authentication Device, at any time and from time to time in CoBank's discretion. CoBank shall endeavor to give Customer reasonable notice of any change in Security Procedures; provided that CoBank may make any change in Security Procedures without advance notice to Customer if CoBank, in its judgment and discretion, believes such change to be necessary or desirable to protect its assets as well as to protect Customer. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

EXHIBIT C**Designation of Authorized User(s)**

Note: To add or delete Authorized Users, Customer must provide a new Exhibit C containing a complete list of all persons authorized to use the Telephone Banking Services. Upon acceptance and implementation of this form by CoBank, this Exhibit C will supersede all prior telephone banking permissions. When executed by Customer, this Schedule shall constitute a part of the Master Agreement for Cash Management and Transaction Services ("Agreement") in effect between CoBank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement and Service Schedule 1.1.

Note: If Customer elects to deactivate a person's other authorizations, this form will only deactivate the individual's access to the Telephone Banking Services. If all authorizations are to be revoked, the following documents are also required: (i) a new resolution and/or incumbency certificate, with respect to changes to Authorized Representatives; and, only if applicable (ii) a CoLink® Permissions Form and (iii) a new authorization letter with respect to individuals authorized to initiate foreign currency funds transfers.

LIST OF AUTHORIZED USER(S) FOR TELEPHONE BANKING SERVICES (at a minimum, this list should include all employees listed on Customer's current incumbency certificate)

Name	Title	Phone Number (plus ext.)

(Signature Page to Follow)

Authorized Users listed on this Exhibit C (as the same may be replaced and superseded from time to time) shall be authorized to use the Telephone Banking Services, in accordance with applicable Security Procedures, with respect to all Accounts and without dollar/transaction limits. This Exhibit C must be signed on behalf of Customer by an Authorized Representative. **If more than five persons are to become and/or continue to be Authorized Users, then please photocopy this page and sign, date, and number each page containing additional Authorized Users. For your security, cross out all unused boxes before signing an individual page.** By signing below, I acknowledge my understanding of the foregoing.

CIF: 00122964

Customer Name: Windermere Oaks Water Supply Corporation

City/State: Spicewood, TX 78669

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Internal Use Only: Signature(s) verified by:

Initials:

Date

EXHIBIT D**Recurring Wire Transfer Templates**

Set forth below are details for Recurring Wire Transfer templates. This Exhibit D must be signed on behalf of Customer by an Authorized Representative. If Customer desires to add, delete, or modify additional templates, then please photocopy this page and sign, date, and number each page containing additional Recurring Wire Transfer templates. For your security, cross out all unused boxes before signing an individual page.

ADD <input type="checkbox"/>	DELETE <input type="checkbox"/>	MODIFY <input type="checkbox"/>	If an Intermediary Bank will be used to route the wire to the Beneficiary's Bank, complete the following:	
Beneficiary's Bank Name			Intermed. Bank Name	
Bank's Location (City, State/Country)			Intermed. Bank's Location (City and State)	
Bank's ABA/Fed Routing No.			Intermed. Bank's ABA/Routing No.	
Beneficiary's Name			Identifying No. of Destination Bank	
Beneficiary's Account No.			Type of Identifying No. (check one)	<input type="checkbox"/> Account no. at Intermed. Bk <input type="checkbox"/> SWIFT code <input type="checkbox"/> ABA/Fed routing no.
Beneficiary's Address				
Special Instructions:				

ADD <input type="checkbox"/>	DELETE <input type="checkbox"/>	MODIFY <input type="checkbox"/>	If an Intermediary Bank will be used to route the wire to the Beneficiary's Bank, complete the following:	
Beneficiary's Bank Name			Intermed. Bank Name	
Bank's Location (City, State/Country)			Intermed. Bank's Location (City and State)	
Bank's ABA/Fed Routing No.			Intermed. Bank's ABA/Routing No.	
Beneficiary's Name			Identifying No. of Destination Bank	
Beneficiary's Account No.			Type of Identifying No. (check one)	<input type="checkbox"/> Account no. at Intermed. Bk <input type="checkbox"/> SWIFT code <input type="checkbox"/> ABA/Fed routing no.
Beneficiary's Address				
Special Instructions:				

(Signature page to follow)

EXHIBIT D

Signature Page

CIF: 00122964

Customer Name: Windermere Oaks Water Supply Corporation

City/State: Spicewood, Texas

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Internal Use Only: Signature(s) verified by: _____ Initials: _____ Date _____



Direct Debit

Automated Clearing House (ACH) Customer Authorization

(Authorization to Debit Fees and Loan Payments)

Customer hereby authorizes CoBank, ACB ("CoBank") to electronically debit Customer's account (and, if necessary, electronically credit Customer's account to correct erroneous debits) for the purpose of satisfying Customer's fees* and/or loan payments** payable to CoBank as follows:

☐ Checking Account / ☐ Savings Account (select one)

Financial Institution: _____

Routing Number: _____ Account Number: _____

Customer agrees that ACH transactions it authorizes comply with all applicable law.

* CoBank shall debit all wire transfer fees and applicable loan fees as directed above. However, to the extent Customer receives cash management services, CoBank shall debit Customer's Transaction Clearing Account for fees related to all other cash management services provided pursuant to any Cash Manager Agreement between Customer and CoBank.

** If any of Customer's credit facilities are syndicated and/or not all payments are due on the 20th of the month, ACH may not be available. Please contact a CoBank representative by emailing cobankloanaccounting@CoBank.com for confirmation.

CUSTOMER

Windermere Oaks Water Supply Corporation

Name of Customer

424 Coventry Road

00122964

Customer Address

CIF

Spicewood, TX 78669

Customer City/State/Zip

Dated

Signature of Authorized Representative

Print Name of Authorized Representative

Title of Authorized Representative

Please return form to "CoBank, ACB, Attn: Customer Service" via Facsimile (303) 740 – 4002 or first class mail 6340 S. Fiddlers Green Circle, Greenwood Village, CO 80111. Questions or comments may be directed to (800) 255 – 6190.

Customer understands that this authorization will remain in full force and effect until Customer notifies CoBank in writing by mail to 6340 S. Fiddlers Green Circle, Greenwood Village, CO 80111 which notification is received at least thirty (30) days prior to the proposed effective date of the termination of authorization. In no event shall termination be effective with respect to entries originated prior to receipt of notice of termination.

**Direct Deposit**

Automated Clearing House (ACH) Customer Authorization Agreement

(Authorization to Credit Payments)

Customer hereby authorizes CoBank, ACB ("CoBank") to electronically credit Customer's account (and, if necessary, electronically debit Customer's account to correct erroneous credits) for payments due to Customer for yearly Patronage and quarterly Capital Retirement payments from CoBank as follows:

☐ Checking Account / ☐ Savings Account (select one) at the financial institution named below. Customer agrees that ACH transactions it authorizes comply with all applicable law.

Financial Institution: _____

Routing Number: _____ Account Number: _____

Customer understands that this authorization will remain in full force and effect until Customer notifies CoBank in writing by mail to 6340 South Fiddlers Green Circle, Greenwood Village, CO 80111 which notification is received at least thirty (30) days prior to the proposed effective date of the termination of authorization. In no event shall termination be effective with respect to entries originated prior to receipt of notice of termination.

CUSTOMER

Windermere Oaks Water Supply Corporation

Name of Customer

424 Coventry Road

Customer Address

Spicewood, TX 78669

Customer City/State/Zip

00122964

CIF

Date

Signature of Authorized Representative

Print Name of Authorized Representative

Title of Authorized Representative

Please return form to "CoBank, ACB, Attn: Customer Service" via Facsimile (303) 740-4002 or first class mail 6340 South Fiddlers Green Circle, Greenwood Village, CO 80111. Questions or comments may be directed to (800) 255-6190.

Terms of Use

As used in this document the words "you" and "your" mean the customer and anyone else with the authority to exercise control with respect to customer's accounts. You are currently viewing a page of the colink.fcsolb.com web site or a related web site (the "Site") belonging to CoBank, ACB ("CoBank"). "Services" under these Terms of Use means accessing your account balances and related information from the Site. The terms and conditions regarding other electronic banking services you may have elected to receive from CoBank (if any) are governed by other agreements.

This Site and the Services provided by CoBank in connection with this Site are being provided to you expressly subject to these Terms of Use ("Terms of Use"), which govern your use of the site. Please read these Terms of Use carefully. By accessing this Site you agree to be bound by these Terms of Use.

Third Party Web Sites

The Site may contain links to Web sites controlled or offered by third parties that are non-affiliates of CoBank. CoBank hereby disclaims liability for any other company or financial institution's Web site content, products, privacy policies, or security. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, or recommendations provided by the linked site providers are those of the providers and not of CoBank. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you the linked site provider.

Collection of Identifying Information

You understand and agree that in connection with accessing the Site, CoBank may collect, maintain and store such information to assist in verifying your identity and/or location which may include: IP address; user name or identification; screen resolution; time and date of inquiry, transfer, payment and/or transaction; time zone; device type; time spent; pages visited; browser type; cookies; flash objects and primary language conferred on computer ("Other Information"). Other Information collected from other means may include the following:

- (1) Browser. CoBank collects device type, screen resolution and browser type and version;
- (2) Cookies. Cookies are a small amount of text sent from a website to a visitor's computer while using a website. CoBank collects information such as browser type, time spent, pages visited and language preferences through the use of cookies; and
- (3) Flash Objects. CoBank may use flash objects for online authentication so CoBank can recognize you and your device. CoBank collects information such as browser type through flash objects.

Disclaimer

THE SERVICES ARE OFFERED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND-WHETHER EXPRESS, IMPLIED OR STATUTORY-INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU ACKNOWLEDGE THAT NEITHER COBANK, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES AND THE SITE. COBANK DOES NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES. (THIS DOES NOT AFFECT ANY MANUFACTURER'S WARRANTIES THAT THE PROVIDERS OF THE LINKED SITES OTHERWISE OFFER.)

YOU ALSO ACKNOWLEDGE AND AGREE THAT COBANK SHALL NOT HAVE LIABILITY, CONTINGENT OR OTHERWISE, FOR THE ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION TRANSMITTED, OR FOR INTERRUPTION OF ANY DATA, INFORMATION OR OTHER ASPECT OF THE SERVICES OR THE SITE.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT COBANK IS NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COBANK WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER

DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THE SERVICES, THE SITE, ANY ON-LINE SERVICES OR INTERNET BROWSER SOFTWARE, INCLUDING LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM.

General

CoBank reserves the right to modify these Terms of Use at any time without notice, but the most current version of the Terms of Use will always be available to you by clicking on the link at the bottom of the Site. If you find the Terms of Use unacceptable at any time, you may discontinue your use of the Services. By continuing to use the Services after the date of any change to these Terms of Use, including accessing the Site, you agree to be bound by the rules contained in the most recent version of this Terms of Use.

CoBank, in its sole discretion, reserves the right to modify or terminate the Services and the Site or to terminate your access to the Services and Site, in whole or in part, at any time and for any reason. These Terms of Use constitute a contract between you and CoBank governed by the laws of the State of Colorado, with the exception of its conflicts of laws provisions. If there exists a conflict between these Terms of Use and your Master Agreement for Cash Management and Transaction Services, the Master Agreement for Cash Management and Transaction Services controls.

Indemnification

You agree to defend, indemnify and hold harmless CoBank, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your violation of these Terms of Use or misuse of the Services or this Site, including such violation or misuses conducted by your employee or agent, if applicable.



TELEPHONE BANKING

SERVICE SCHEDULE 1.1

TELEPHONE BANKING SERVICES

This Service Schedule is incorporated by reference into the parties' Master Agreement for Cash Management and Transaction Services ("Master Agreement") and governs Customer's use of telephone-based Cash Management Services (each, a "Service" and, collectively, the "Services"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Master Agreement. Except as otherwise expressly provided in this Service Schedule, to the extent that this Service Schedule is inconsistent with the provisions of the Master Agreement, this Service Schedule and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. **Services.** This Service Schedule describes the terms and conditions on which CoBank shall provide Customer with access to and use of the Services. By accessing the Services, in accordance with the Security Procedures, Authorized User(s) may perform inquiries, transfers, payments, transactions, and other activities described in this Service Schedule, which may include, in CoBank's sole and exclusive discretion, the following:

- a. **Information Reporting.** Information Reporting allows Authorized User(s) to obtain information concerning balances and transaction activity of Loan Account(s), and InvestLine Account(s) and, if applicable, Invesco Account(s).
- b. **Loan Maturity Reporting.** Loan Maturity Reporting enables Authorized User(s) to obtain information concerning maturity dates associated with Loan Account(s).
- c. **Investments.** Authorized User(s) may obtain information concerning interest rate quotes for new overnight and fixed-maturity date investments involving Customer's InvestLine Account(s) and, if applicable, Invesco Account(s). Authorized User(s) may invest funds in accordance with the terms and conditions of Service Schedule 2.1 to the Master Agreement.
- d. **Book Transfers.** Authorized User(s) may initiate intra-bank fund transfers between Customer's Loan Account(s) and/or InvestLine Account(s). The cut-off time for same Business Day processing is 4:00 p.m. MT.
- e. **Intra-CoBank Transfers.** Authorized User(s) may transfer funds to another CoBank customer using a book transfer. The cut-off time for same Business Day processing is 4:00 p.m. MT.
- f. **Fixed Rate Quotes and Locks.** If Authorized by CoBank, Authorized User(s) may obtain information concerning current fixed interest rate pricing quotes for Customer's existing loan(s) and authorize transactions to convert interest rates charged on variable rate loan balances to fixed interest rates in accordance with CoBank's quotes on such loan balance(s), in such increments, and in accordance with applicable agreements between the parties. All quotes are subject to change at any time and for any reason and are final only when the fixed interest rate conversion is

processed. In the event a fixed rate interest conversion is processed in error by CoBank, CoBank reserves the right to adjust the fix without the consent of the Customer. The current Business Day cutoff for fixed interest rate conversions having a duration less than 365 days is 4:00 p.m. Mountain Time. The current Business Day cutoff for fixed interest rate conversions having a duration equal to or greater than 365 days is 1:45 p.m. Mountain Time.

g. **Posting Instructions for Incoming Wire Transfers.** Authorized User(s) may provide instructions to CoBank for processing an incoming wire transfer and designate to which Account(s) the proceeds should be posted.

h. **Origination of Outgoing Wire Transfers.** Authorized User(s) may initiate and/or approve outgoing wire transfer instructions in accordance with the terms and conditions of Service Schedule 3.1 to the Master Agreement.

2. **Transaction Fees.** The following is a schedule of CoBank's standard fees associated with the Services:

Incoming wire transfer	\$8.00
Outgoing wire transfer (USD)	\$15.00

3. **Terminating this Service Schedule; Liability.**

a. This Service Schedule may be terminated in accordance with the terms and conditions of the Master Agreement.

b. The provisions of this Service Schedule relating to Customer's and CoBank's liability and the disclaimer of warranties set forth in the Master Agreement, and incorporated herein by reference, shall survive the termination of this Service Schedule.

4. **Changes to the Services and this Service Schedule.** CoBank may change any of the Services and this Service Schedule (including any amendments hereto) in accordance with the terms and conditions of the Master Agreement.

5. **Notices.** Notices, if any, required by this Service Schedule shall be provided in accordance with the terms and conditions of the Master Agreement. All authorizations for the Service shall continue until CoBank receives written notice that such authorization is revoked and CoBank has a reasonable opportunity to act on said notice.

6. **Effectiveness.** Customer agrees to all the terms and conditions of this Service Schedule. The liability of CoBank under this Service Schedule shall in all cases be subject to the provisions of the Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from CoBank. This Service Schedule replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or amendment.



SERVICE SCHEDULE 3.1

WIRE TRANSFER ORIGATION SERVICE

This Service Schedule is incorporated by referenced into the parties' Master Agreement for Cash Management and Transaction Services ("Master Agreement") and governs Customer's use of the Wire Transfer Origination Service ("Service" or "Services") that CoBank provides to Customer. All capitalized terms used herein without definition shall have meanings given to them in the parties' Master Agreement. Except as otherwise expressly provided in this Service Schedule, to the extent that this Service Schedule is inconsistent with the provisions of the Master Agreement, this Service Schedule and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. DEFINITIONS. For the purposes of this Service Schedule only, the terms "Wire Transfer" shall mean a payment order, as that term is defined in Article 4A of the Uniform Commercial Code, as adopted by the State of Colorado, as amended from time to time. Customer acknowledges that in this Service Schedule the term "Wire Transfer" expressly excludes drawdown request(s). A "drawdown request" is an instruction from Customer to another financial institution to debit (a) an account at that institution and transfer the funds to CoBank or (b) the Customer's Account(s) at CoBank and transfer the funds to that institution.

2. DESCRIPTION OF THE SERVICES.

2.1 In connection with the Service, Customer may issue a Wire Transfer request telephonically, by facsimile, or in writing. Notwithstanding the foregoing, CoBank may, in its sole discretion, elect to reject Wire Transfer requests by facsimile transmission or by other written communication.

2.2 The Services described in this Service Schedule provide Customer with the capability to transfer funds from specific Account(s) to other accounts (the "Recipient Account(s)"). The Recipient Account(s) may be Customer account(s) or third-party account(s), may be with CoBank or with domestic or foreign third-party financial institutions. Customer may use the Services to initiate one-time wire transfers, or to create templates for wire transfers made on a recurring basis which involve the same Account and Recipient Account. All Wire Transfers must be initiated in accordance with the Security Procedures set forth in Exhibit B to the Master Agreement.

3. AUTHORIZATION TO TRANSFER FUNDS.

3.1 By submitting a Wire Transfer request Customer authorizes CoBank to honor, execute and charge to Customer's designated Account(s) any and all Wire Transfers issued by Customer or Authorized User(s). CoBank shall be entitled to rely in good faith on communications it receives as being given or sent by Authorized User and as being genuine and correct. CoBank shall not be liable to Customer for the consequences of such reliance.

3.2 COBANK IS AUTHORIZED TO ACT ON ANY AND ALL WIRE TRANSFER REQUESTS IN CONFORMITY WITH THE SECURITY PROCEDURES SET FORTH IN EXHIBIT B TO THE MASTER AGREEMENT. COBANK MAY IN ITS ABSOLUTE DISCRETION TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. COBANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER, AND IN NO EVENT SHALL COBANK BE LIABLE FOR ANY DELAY IF IT DOES SO.

3.3 Customer agrees to be legally bound by all provisions of this Service Schedule, the Master Agreement and any supporting Exhibits and attachments thereto as may be amended from time to time.

3.4 Wire transfer transactions are subject to all regulations governing electronic transactions, including but not limited to Article 4A of the Uniform Commercial Code.

4. WIRE TRANSFER REQUESTS.

4.1 CoBank shall use commercially reasonable efforts to execute all properly authorized Wire Transfer requests on the date received, provided these requests are received by CoBank within its established deadlines. CoBank shall use commercially reasonable efforts to execute Customer's Wire Transfer requests on the day Customer requests the Wire Transfer, provided that (i) day is a Business Day for CoBank, for the communications facility selected by CoBank, and for the receiving financial institution; (ii) it is in conformity with the Security Procedures outlined in Exhibit B to the Master Agreement and can be authenticated by CoBank; and (iii) complies with setup forms, cut-off times, and other requirements of CoBank.

4.2 Customer agrees that at the time of each Wire Transfer request, the Authorized User shall provide CoBank with such identifying information as required and requested.

4.3 CoBank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing. Except when specifically instructed to the contrary, CoBank is authorized to use any means CoBank considers suitable for the transmission of funds. CoBank may refuse to honor a Wire Transfer request if the party to receive the transmission of funds is not a financial institution. CoBank may, but shall be under no obligation or required to, verify the existence or ownership of the accounts to which the funds are transferred. CoBank reserves the right to reject a wire transfer request that cannot be properly authenticated.

4.4 Each Wire Transfer must include the following information in addition to any information which CoBank may require for proper identification and security purposes: (i) account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and ABA routing number of the payee's bank, and (iv) account name, address and account number of the payee. In the event a Wire Transfer request describes an account number for the payee that is in a name other than the designated payee, CoBank may execute the Wire Transfer to the account number so designated notwithstanding such inconsistency.

4.5 Templates created by Customer for Recurring Wire Transfers are the sole and exclusive responsibility of Customer.

Customer agrees to release and hold CoBank harmless from any loss or liability which Customer may incur after CoBank has executed a Recurring Wire Transfer, including without limitation, any loss due to Customer error in creating the Recurring Wire Transfer template.

4.6 In connection with its use of the Service, CoBank will comply with regulations issued by OFAC. It shall be the responsibility of Customer to obtain information regarding such OFAC regulations. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from OFAC's home page site at www.ustreas.gov/ofac). If any Wire Transfer is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law CoBank will not complete the transfer and will "block" the funds until such time that OFAC issues a written release to CoBank.

4.7 Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Customer being or becoming a "money service business" as defined in Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by the Master Agreement and this Service Schedule. Customer acknowledges and agrees that CoBank has no obligation to monitor Customer's use of the Service for transactions and activity that is impermissible or prohibited under the terms of the Master Agreement or the Service; provided, however, that CoBank reserves the right to decline to execute any transaction or activity that CoBank believes violates the terms of the Master Agreement or the Service.

5. SECURITY PROCEDURES.

5.1 The Customer shall comply with the "Security Procedures" set forth and incorporated by reference in this Service Schedule, in the Master Agreement, Exhibit B to Master Agreement and other documents provided by CoBank (collectively, "Security Procedures") (all as may be amended from time to time). Customer acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the type, value and frequency of Wire Transfers that Customer will be requesting.

5.2 Specifically, Customer acknowledges that it has read and understands Exhibit B to the Master Agreement and particularly as to use of Dual Control as set forth therein.

5.3 Customer authorizes CoBank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Customer has notified CoBank, according to notification procedures prescribed by CoBank, that the Security Procedures or any Authentication Device has been stolen, compromised, or otherwise become known to persons other than Authorized User(s) and until CoBank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for CoBank to execute such transaction notwithstanding any particular signature requirements identified on any documents relating to Customer's Account(s), and Customer agrees and intends that the submission of instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing CoBank to execute such transaction and same as that of an Authorized User.

5.4 Customer acknowledges and agrees that Customer shall be bound by any and all instructions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Authorized User(s), to the fullest extent allowed by law.

5.5 Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or instructions initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error. CoBank shall likewise have no duty to discover and shall not be liable for duplicate Wire Transfers issued by Customer.

5.6 CoBank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Service Schedule, if CoBank believes immediate action is required for the security of CoBank, its or Customer funds, CoBank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

6. TIME OF EXECUTION.

6.1 CoBank will execute each authenticated Wire Transfer that is in conformity with all Security Procedures, cut-off times and other requirements set forth herein, on the Business Day received. CoBank may require additional authentication of any Wire Transfer request. CoBank reserves the right to reject a Wire Transfer request that cannot be properly authenticated. Cut-off times may be established and changed by CoBank from time to time. Wire Transfer requests received after such cut-off times may, in CoBank's sole discretion, be rejected or may be treated by CoBank for all purposes as having been received on the following Business Day.

6.2 CoBank may handle Wire Transfer(s) received from Customer in any order convenient to CoBank, regardless of the order in which they are received.

7. INTERNATIONAL WIRE TRANSFERS.

7.1 International Wire Transfers (non-U.S. receivers) of U.S. currency initiated and approved before CoBank's cut-off time for international wire transfers of U.S. currency on a Business Day will be processed within the industry standard delivery time. Customer acknowledges that foreign Wire Transfers (non-U.S. receivers) may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information being supplied by Customer.

7.2 CoBank shall send Customer's authorized and authenticated Wire Transfers to foreign banks through any bank which is a member of CoBank's correspondent network. Neither CoBank nor any of CoBank's correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign Wire Transfer by any means of transmission. If the Wire Transfer is of currency other than that of the country to which it is being transferred, it shall be payable in the currency of the country of the recipient financial institution, unless the payee arranges otherwise.

7.3 CoBank makes no guarantee or representation as to the availability of funds at the foreign destination. CoBank makes no express or implied warranty as to the time or date the

Wire Transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or the time or date the beneficiary will receive credit for funds. Customer acknowledges that intermediary institutions along the transmittal route for international Wire Transfers may deduct fees from the amount transferred, which are often referred to as "lifting fees." Second, Customer acknowledges that the recipient institution may also deduct fees from the recipient's account for converting funds into the local currency and depositing them into the recipient's account, which are often referred to as "recipient agent fees." Third, Customer acknowledges that a tax on the international Wire Transfer may be imposed by a government in the recipient's country, which may further reduce the amount received by the designated recipient of the Wire Transfer.

7.4 Customer understands and acknowledges that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the Wire Transfer is not received or credited in a timely manner, CoBank will follow normal and customary procedures to complete the Wire Transfer, determine the location of the wired funds and/or return the funds to Customer. CoBank may charge Customer additional fees for so doing. In addition, Customer shall reimburse CoBank for research and/or other fees charged to CoBank by other banks or foreign governments in connection with incorrect or incomplete international Wire Transfer instructions. If CoBank is unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the Wire Transfer. In the event Customer instructs CoBank to recall an international Wire Transfer, CoBank may charge Customer additional fees for so doing.

7.5 In the event an international Wire Transfer is rejected, CoBank will notify Customer as soon as CoBank is made aware of the rejection. If the ABA, Swift Code, or IBAN is invalid, CoBank will know the day the Wire Transfer is initiated. For other issues such as incorrect beneficiary financial institution, recipient name or recipient account number, it could be days or even weeks before CoBank is notified. In such event CoBank may charge Customer additional fees for handling and Customer shall reimburse CoBank for processing, research and/or other fees charged to CoBank by other banks handling the rejected international Wire Transfer or otherwise imposed by foreign governments.

7.6 International Wire Transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. CoBank has no obligation to accept any international Wire Transfer(s) directed to or through persons, entities or countries restricted by government regulation or CoBank's prior experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international Wire Transfer(s) involving a transfer to or from any country outside of the U.S., Customer agrees to release and hold CoBank harmless from any loss or liability which Customer may incur after CoBank has executed the international Wire Transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

8. INCONSISTENT NAME AND ACCOUNT NUMBER APPEARING IN WIRE TRANSFER. If a Wire Transfer describes the intended recipient of funds inconsistently by name and account number, then the Customer acknowledges that payment by the receiving bank may be made on the basis of the account number even if that account is not owned by the person or entity named in the Wire Transfer. If the Customer is the originator of a Wire Transfer containing an inconsistent name

and account number, the Customer acknowledges and agrees that its obligation to pay to CoBank the amount of that Wire Transfer shall not be excused in such circumstances. CoBank and any other receiving financial institution have no obligation to determine whether a name and number identify the same person, entity or institution.

9. CUT-OFF TIMES. Wire Transfers shall be transmitted to CoBank in compliance with the format requirements and cut-off hours established by CoBank from time to time. Wire Transfers received by CoBank after such cut-off hours may, in CoBank's sole discretion, be rejected or may be treated by CoBank as having been received on the following Business Day.

10. REJECTION OF WIRE TRANSFERS.

10.1 CoBank may reject a Wire Transfer from Customer (i) if such Wire Transfer is not initiated in accordance with the applicable Security Procedure; (ii) if there is any inconsistency between a Wire Transfer and information previously supplied to CoBank; (iii) if CoBank is unable to obtain confirmation of such Wire Transfer satisfactory to CoBank; or (iv) if CoBank has other reasonable grounds not to honor the Wire Transfer including, but not limited to, there are insufficient funds in the Customer's designated Account to fund the Wire Transfer and CoBank's belief that the Wire Transfer may not have in fact been authorized. CoBank will endeavor to notify Customer of any rejected Wire Transfer by phone, facsimile, electronic mail or other reasonably commercial method. CoBank shall have no liability to the Customer by reason of the rejection of any such Wire Transfer, or the fact that such notice was not given at an earlier time or within any specified time of receipt, acceptance, execution or payment of any Wire Transfer. Upon rejection or return CoBank shall have no further obligation to act on such transfer, nor shall CoBank have any liability to Customer due to rejection by another person in the Wire Transfer process or notice not given within any specified time.

10.2 CoBank shall have no liability for Wire Transfers sent by CoBank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete beneficiary name and address, as beneficiary bank may elect to return an otherwise valid Wire Transfer for incomplete beneficiary information. CoBank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any Wire Transfer, in its sole discretion, including without limitation Customer's violation of this Service Schedule, or CoBank's belief that the Wire Transfer may not have in fact been authorized. A Wire Transfer may also be rejected by an intermediary or beneficiary bank other than CoBank, or by operation of law. If a Wire Transfer is rejected, CoBank will endeavor to notify Customer promptly. Upon rejection or return CoBank shall have no further obligation to act upon a Wire Transfer, nor shall CoBank have any liability to Customer due to rejection by another person in the Wire Transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any Wire Transfer.

11. CANCELLATION OR AMENDMENT OF WIRE TRANSFERS. The Customer shall have no right to cancel or amend a Wire Transfer after it has been received by CoBank. However, CoBank shall make a reasonable effort to act on the Customer's request for cancellation or amendment of a Wire Transfer prior to the time that CoBank executes such Wire Transfer, but shall have no liability if such cancellation or amendment is not effected but makes no representation or warranty regarding CoBank's ability to amend or cancel a Wire

Transfer. Notwithstanding the foregoing, CoBank shall have no liability for the failure to effect a cancellation or amendment, and CoBank makes no representation or warranty regarding CoBank's ability to amend or cancel a Wire Transfer. Customer shall reimburse CoBank for any expenses, losses or damages CoBank may incur in effecting or attempting to affect Customer's request of the cancellation or amendment of any Wire Transfer.

12. LIMITS. CoBank may, in its sole discretion, establish a Wire Transfer limit for Customer from time to time, and shall have no obligation to process any Wire Transfer request that exceeds such limit; provided, however, that CoBank may, in its sole discretion, allow and process such Wire Transfer(s) despite the limit. Any discretionary decision by CoBank will not be construed as an obligation to so perform by CoBank in the future.

13. LIABILITY. The liability of CoBank under this Service Schedule shall in all cases be subject to the provisions herein and the provisions of the Master Agreement, including without limitation, any provisions thereof that exclude or limit warranties made by damages payable by or remedies available from CoBank.

14. PROCESSORS. Customer acknowledges and agrees that CoBank may arrange for some or all of the Services hereunder to be performed or provided by third party processors (each a "Processor"). CoBank shall have no obligation to disclose arrangements with third parties to Customer or to obtain Customer's consent thereto.

15. CUSTOMER COOPERATION. In the event that CoBank is entitled under the law governing mistake and restitution to

recover from any beneficiary all or any part of a Wire Transfer made to such beneficiary hereunder, Customer shall upon CoBank's request but without expense to CoBank testify in any legal proceedings and otherwise take any action necessary to assist or enable CoBank to recover from such beneficiary. Customer hereby consents to CoBank's disclosure to government authorities of information concerning the Customer and transactions under this Service Schedule that CoBank believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.

16. SURVIVAL. All provisions of this Service Schedule which, by their very nature, are intended to survive termination of the Master Agreement, shall be deemed to survive termination of the Master Agreement.

17. EFFECTIVENESS. Customer agrees to all the terms and conditions of this Service Schedule. The liability of CoBank under this Service Schedule shall in all cases be subject to the provisions of the Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from CoBank. This Service Schedule replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Service Schedule is accepted in writing by CoBank or the Master Agreement is terminated or amended.

18. DISCLAIMER. CoBank shall not be Customer's advisor or fiduciary with respect to this Service Schedule, the Service Documentation, or the Service.

**STATEMENT ONLY**

CoLink® Permissions Form

This CoLink® Permissions Form ("Form") designates the following Authorized User's access entitlements for Electronic Banking Services delivered via CoLink®. Capitalized terms used in this Form shall have the meanings given to them in the parties' Master Agreement for Cash Management and Transaction Services ("Master Agreement") and the applicable Service Schedule(s).

Note: Using this form will only deactivate the individual's access to CoLink®. In order to fully terminate a person's authorizations Customer must also provide to CoBank (i) a new resolution and/or incumbency certificate, with respect to changes to Authorized Representatives; (ii) a new Exhibit C to the Master Agreement with respect to entitlements for CoBank's Telephone Banking Services; and (iii) if applicable, a new authorization letter with respect to individuals authorized to initiate foreign currency wire transfers.

	Add	Delete	Modify	CIF(s):	00122964
Action:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Customer (required):	Windermere Oaks Water Supply Corporation			City, State:	Spicewood, TX
Name of Authorized User (required):				Telephone:	
Authorized User's Email (required):					



Inquiry Only Access

(Signature Page Follows)

Pursuant to the Master Agreement, I hereby authorize Authorized User's use of Electronic Banking Services in accordance with the permissions above. By signing below, I acknowledge my understanding of the foregoing.

Name of Authorized Representative

Title

Authorized Representative's Signature

Date

Internal Use Only: Signature(s) verified by:

Initials:

Date:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="text-align: right; padding-right: 20px;">Filed In: Texas (S.O.S.)</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WINDERMERE OAKS WATER SUPPLY CORPORATION				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 424 Coventry Road				
	CITY Spicewood	STATE TX	POSTAL CODE 78669	COUNTRY USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS				
	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CoBank, ACB				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS P. O. Box 5110				
	CITY Denver	STATE CO	POSTAL CODE 80217	COUNTRY USA

4. **COLLATERAL:** This financing statement covers the following collateral:

— All personal property assets of Debtor, including without limitation, personal property assets which are or may become fixtures.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☒ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION** (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA:**

1879 00563

COVID-19 FAQs For People Managers

What are the symptoms of COVID-19?

According to the Centers for Disease Control and Prevention (CDC) and Public Health Agency of Canada (PHAC), the symptoms of COVID-19 can include a fever (in excess of 100.4 °F or 38 °C) cough, aches, and shortness of breath. Symptoms may appear 2 to 14 days after exposure.

Can I ask an employee to stay home or leave work if they exhibit symptoms of the COVID-19 coronavirus or the flu?

Yes. If the employee needs immediate medical attention (for instance, if they are having difficulty breathing), call 911. If not, you should isolate the employee and contact and coordinate with your HR partner. After consultation with your HR partner you must ask the employee to leave work and seek medical attention.

What if an employee appears sick? Are there symptoms that may result in an employee being sent home?

If any employee presents themselves at work with a cough, fever, or difficulty breathing, this indicates that they should seek medical evaluation. While the likelihood of an employee having the COVID-19 coronavirus is low, it pays to err on the side of caution. As such, it's important for supervisors not to overreact to situations in the workplace, rather, calmly and immediately contact your HR partner if an employee is sent home with COVID-19 symptoms.

What should I do if one of our employees has tested positive for COVID-19?

Notify your HR partner and Incident Command immediately at incidentcommand@corix.com to ensure appropriate action is taken. The employee **and all employees who worked closely with them** should be sent home for 14-day self-isolation to prevent transmission. Your HR partner will contact the affected employees.

What should I do if one of our employees has a suspected, but unconfirmed case of COVID-19?

If the employee is experiencing symptoms but does not have a confirmed positive COVID-19 diagnosis, the employee should still be sent home. Notify your

HR Partner of the situation. HR will work with the employee to gather details, monitor symptoms, and follow up accordingly.

What is meant by close contact?

Public health agencies have defined close contact as: **a)** Being within approx. 6 ft (2 m) of an infected person for an extended period. Close contact can occur while caring for, living with, visiting, or sharing a health care waiting area or room with an infected person; or **b)** Having direct contact with infectious secretions from an infected person (e.g. being coughed upon).

What should I do if one of our employees self-reports they've come into close contact with someone who has a presumptive case of COVID-19?

Have the employee monitor themselves for symptoms and report any symptoms to HR. The employee must practice social distancing and hygiene practices as outlined by the CDC.

Notify your HR partner of the situation so that the potential exposure can be documented, and any symptoms monitored.

If the employee develops COVID-19 symptoms they must be sent home and advised to contact a health care provider. HR will continue to work with the employee, monitoring the case and follow up accordingly.

How should I respond to an employee who raises COVID-19 related exposure concerns and requests a change in working conditions?

Please contact your HR partner who will evaluate the request and respond to the employee.

What should I do if an employee of mine is required to quarantine by a government or public health agency?

Contact your HR partner and identify the employee. HR will review the situation with the employee and apply the appropriate leave policy, including a potential grant of Emergency COVID-19 Paid Leave. The Policy can be found [here](#).

What should I do if one of my employees wishes to apply for Emergency COVID-19 Paid Leave?

Direct the employee to their HR Partner. Their leave request will be reviewed based on the Policy, and granted if eligible. The Policy can be found [here](#).

How will I know if my employee is taking Emergency COVID-19 Paid Leave?

If an employee is granted Emergency COVID-19 Paid Leave, their manager will be contacted and notified of the request, approval, and dates of the Emergency COVID-19 Paid Leave.

How should my employee enter Emergency COVID-19 Paid Leave on their time sheet?

Have the employee contact their HR/Payroll partner. Currently, this answer varies based on which time entry and payroll system the employee uses. The HR team will coordinate with the employee to ensure their Emergency COVID-19 Paid Leave is properly documented and time entry is completed correctly.

Returning to Work**If someone has common cold or flu-like symptoms (not COVID-19) and were sent home, how long should they be asked to remain off?**

If the employee is *not* experiencing symptoms consistent with COVID-19 infection, they should self-isolate for a period of at least 24 hours after their symptoms have subsided without the assistance of medications.

Does an employee who was absent due to a Non-COVID-19 related illness need a doctor's note in order to return?

No. While the employee may be given a note by a health care provider, requiring them to do so is against guidance from the CDC. Why? It potentially burdens the medical system at a time when resources are already spread thin. Due to the pandemic response, health care providers may not meet with patients not showing symptoms of COVID-19 infection.

How long would an employee remain at home if they were sent home after showing symptoms of COVID-19?

If the employee is experiencing symptoms consistent with COVID-19 infection, they should consult with medical professionals and self-isolate until their symptoms have subsided and they have been cleared to return to work by a health care provider. Based on guidance from their health care provider, the employee may be asked to self-isolate for up to a 14-day period to reduce the risk of spreading the virus.

I have an employee with known, close contact exposure to a person who is COVID-19 positive. How long should they stay out of work?

The employee should be asked to self-quarantine for 14 days, as recommended by the CDC. The employee should be directed to contact their HR partner to discuss the nature of their potential exposure and conduct a review of the situation. HR will work with the individual, following CDC guidance and/or the guidance of the employee's physician to return them to work when it is safe to do so.

I have an employee who is COVID-19 positive. How long should they stay off work?

The employee should be asked to self-quarantine for 14 days, as recommended by the CDC. The employee should be directed to contact their HR partner to discuss the nature of their potential exposure and conduct a review of the situation. HR will work with the individual, following CDC guidance and/or the guidance of the employee's physician to return them to work when it is safe to do so.

I have an employee who has been absent following a routine or planned medical procedure. What steps should be taken to return them to work?

In this case, the employee would work with HR and follow the normal return to work process. If there are physical restrictions identified, HR will work with the employee and manager to see if those restrictions can be accommodated. If a physician cannot provide documentation or meet with the employee to evaluate them for return to work, HR will evaluate an employee's return to work on a case by case basis, using best judgement to clear an employee for return.

I have an employee who has returned from travel to a Non-Level 3 or Non-Restricted country in the last 14 days. When can they return to work?

Follow current CDC guidance. If the country they traveled to is not on any travel restrictions lists, they can return to work as planned.

I have an employee who has just returned from a cruise in the last 14 days. When can they return to work?

The employee should follow current CDC guidance. A self-quarantine of 14 days would be required prior to returning to work.

I have a question that wasn't answered within this FAQ. Where can I ask that question?

Send all questions to incidentcommand@corix.com. For inquiries related to an employee's personal health information, have the employee contact HR at corixhr@corix.com.

Windermere Oaks Water Supply Corporation

COVID 19 Questions:

- What is backup plan if manager or operators are out sick? Is staff segregated, working shifts, or from home? Relationship with neighbor system?

WOWSC system is operated by Corix Utilities, Inc., an international utility company which owns water & waste water systems. Corix provides a complete operations staff and management. For our systems the staff includes a supervisor and six operators, which provides 24 hour coverage, as well as emergency response. The attached documents reflect their company response to the covid-19 issue.

- Unemployment level in area - general feedback on what you may be seeing; don't expect exact stats

In Burnet County as of end of March 3.6% unemployment.

- Impacts to large employers/ industries – doesn't seem to be major employer, but advise if there is

N/A

- Increase in no pay or late pay of accounts (what is normal level?) – realize it's early and may be just anecdotal

Nothing reflected yet.

- Impact on cash flow / accounts receivable – any impact yet?

Not yet.

JOSEPHINE FULLER
328 Coventry Road
Spicewood, Texas 78669
(512) 743-2553
ratepayersrepjosiefuller@gmail.com

April 29, 2020

Via Interchange Filing

Water Utility Division
Public Utility Commission of Texas
Texas 1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

**RE: FIRST AMENDED RATEPAYERS APPEAL OF WATER AND SEWER RATE INCREASES BY THE
WINDERMERE OAKS WATER SUPPLY CORPORATION UNDER TEXAS WATER CODE
SECTION 13.043.**

Comes now Josephine Fuller as the Ratepayers Representative, together with 52 affected Ratepayers representing more than ten (10%) of the 250 + Ratepayers of the Windermere Oaks Water Supply Corporation (“WOWSC”) to file this Petition appealing the recent water and sewer rate increases passed by the 2020 WOWSC Board of Directors. On February 11, 2020 the WOWSC sent out a rate increase letter informing the Ratepayers of the new base water and sewer rate representing a 71% increase in rates with an effective date of March 23, 2020 (see Exhibit A, Rate Increase Letter). We respectfully submit the attached Petition of Appeal Rates Established by the Board of Directors of the WOWSC which includes the 52 Ratepayers signatures (see Exhibit B).

The Ratepayers assert the WOWSC rate increases are not just and reasonable and request the Public Utility Commission of Texas review the rates imposed by the 71% increase. The old rates and new rates charged by WOWSC are;

Water Rates*

Meter Size	Old Rates	New Rates
5/8 “x 3/4”	\$50.95	\$90.39

The gallon charge is;

0 through 2,000 gallons: \$3.55 per 1,000 gallons;
2,001 through 4,000 gallons: \$6.50 per 1,000 gallons;
4,001 through 8,000 gallons: \$9.75 per 1,000 gallons;
8,001 through 15,000 gallons: \$3.00 per 1,000 gallons;
15,001 or more gallons: \$15.00 per 1,000 gallons

*The WOWSC tariff does not list rates for any other meter size except for the 5/8 “x 3/4”.

Sewer Rates*

Meter Size	Old Rates	New Rates
5/8 " x 3/4"	\$40.12	\$66.41

\$3.94 per 1,000 gallons of water consumed, up to 10,000 gallons.

10,000 or more gallons: no additional charge

*The WOWSC tariff does not list rates for any other meter size except for the 5/8 "x 3/4".

The WOWSC rate increases are excessive and do not represent a reasonable increase to pass on to the Ratepayers. The WOWSC Board of Directors have referenced in their numerous letters to the Ratepayers that the rate increases are necessary to pay for past, present and future legal expense to defend the actions of the WOWSC Board of Directors in several lawsuits (see Exhibit C, D and E), which include;

1. *Rene Ffrench, John Richard Dial And Stuart Bruce Sorgen V. Friendship Homes & Hangars, LLC, Windermere Oaks WSC, et al., Cause No. 48292, 33rd Judicial District Court, Burnet County, Texas (Exhibit C);*
2. *TOMA Integrity, Inc., et al. V. Windermere Oaks WSC, Cause No. 47531, 33rd Judicial District Court, Burnet County, Texas (Exhibit D); and*
3. *Windermere Oaks Water Supply Corporation v. The Honorable Ken Paxton, Attorney General of Texas, Cause No. D-1-GN-19-006219, 201st Judicial District Court, Travis County, Texas (Exhibit E).*

In the myriad of letters sent out by the WOWSC Board of Directors (See Exhibit F) justifying legal expenditures as the exclusive reason for increasing rates, there appears to be no reference of raising rates for system improvements or paying down debt, simply just to pay legal fees. Additionally, at a October 9, 2019 WOWSC board meeting the WOWSC president, Joe Gimenez acknowledged that the WOWSC intends to secure a \$500,000 loan from CoBank (see Exhibit G, item 11, #3 (5)1(1)) so they can pay off an old loan with a \$200,000 balloon payment coming due, he further states that the ratepayers should not finance any current capital expenditures.

The Ratepayers argue that the WOWSC has owned and currently owns valuable real estate assets in the Spicewood Airport which is within their service area and which should have been sold and should be sold to the highest bidder to defray Corporation debt and supplement income for capital improvements.

In 2016 the WOWSC Board sold approximately four acres of land the Corporation owned in the Spicewood Airport to the vice president of the water system at that time. According to the current WOWSC attorney, in a written letter (See Exhibit H, Demand Letter) his belief was that the land was sold to the director substantially below market value based on a forensic appraisal recommended by the WOWSC law firm and commissioned by the 2018 WOWSC Board of Directors. The land was sold at a minimum 50% below market value according to the appraisal, and hence the WOWSC did not receive a substantial profit to defray Corporation debt and reserve funds for system improvements. Furthermore, the WOWSC now claims that legal expenses for defending the sale of WOWSC land to the past director of the Corporation (which was ruled by Burnet County District Court, a violation of Texas Government Code, Section 551.041) will now exceed the revenue received for the sale, resulting in a net proceeds deficit for this transaction.

The additional 7+ acres of land owned by the WOWSC in the Spicewood Airport still remains unsold and has not be marketed to any potential buyers. This property undoubtedly could have be sold to the highest bidder to defray any and all debt of the Corporation and even supplement funds for capital improvement projects (See Exhibit I). However, this is not what the board chose to do, they chose to increase water and sewer rates to pay for past and current board members legal expenses.

To date, insurance claims to supplement legal expenses have all been denied by the WOWSC Insurance Carrier (see Exhibit J) and as a result of the denial the Ratepayers are burdened with these immense legal expenses for the defense of the alleged malfeasance actions of the past and current WOWSC board members. The sale of the WOWSC land assets are the central issue in the *Rene Ffrench, John Richard Dial and Stuart Bruce Sorgen V.*

Friendship Homes & Hangars, LLC, Windermere Oaks WSC, et al lawsuit. The *Windermere Oaks Water Supply Corporation v. The Honorable Ken Paxton, Attorney General of Texas* lawsuit addresses WOWSC transparency, specifically a public information request of WOWSC attorney invoices and the refusal by the WOWSC to produce these invoices. Without access to the attorney invoices the Ratepayers are left powerless to verify the WOWSC alleged legal expenses as their justification for raising our water and sewer rates.

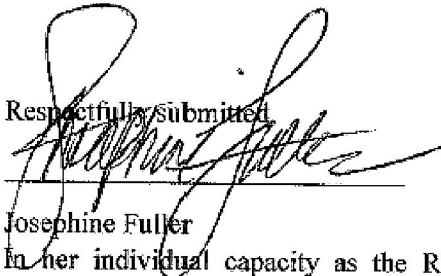
The Ratepayers charge that the WOWSC has mismanaged the Corporation finances over the past several years and continue to mismanage system finances. It is our belief that the WOWSC Board of Directors have prodigal habits related legal expenditures, have not allocated funds properly to reserve accounts, have been negligent at selling our valuable real estate assets at market value and irresponsible with their refusal to sell current real estate assets to offset Corporation debt. Additionally, we question the Corporation's practice of charging standby fees to select property owners in the Certificate of Convenience and Necessity (CCN) service area and outside of the CCN service area while not assessing this fee to other property owners in the CCN service area, which appears to be discriminatory.

The Ratepayers have attached Exhibits to support their position that the rate increases are not just and reasonable and seek the Commissions review of these excessive rates.

The Ratepayers designate Josephine Fuller as their representative, and correspondence may be made to:

Josephine Fuller
328 Coventry Road Spicewood,
Texas 78669
(512) 743-2553
ratepayersrepjosiefuller@gmail.com

Respectfully Submitted

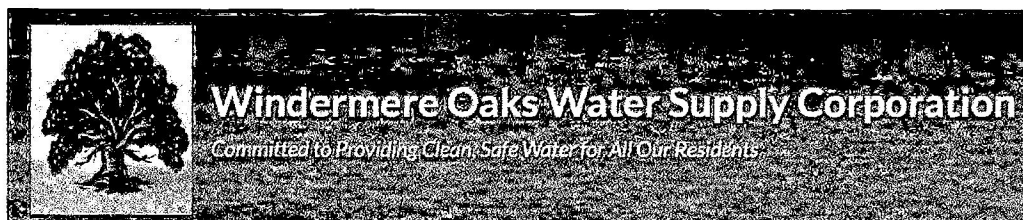


Josephine Fuller

In her individual capacity as the Ratepayer Representative and as a
Ratepayer

cc: Windermere Oaks Water Supply Corporation

EXHIBIT A



DATE: February 11, 2020

TO: ALL WINDERMERE OAKS WSC MEMBERS & CUSTOMERS

RE: NOTICE OF RATE/TARIFF CHANGES EFFECTIVE MARCH 23, 2020

At its February 1, 2020 Annual Board meeting, the Board of Directors of WOWSC voted unanimously to increase water and wastewater utility rates and revise our Tariff accordingly. The new rates will be in effect beginning for utility service between March 23 through the April 2020 reading, and will be reflected on bills you receive in late April/early May. The rate changes are detailed below.

The amount of the rate increase was determined through an analysis of the Corporation's 2019 operating expenses by the Texas Rural Water Association. The rate analysis considered all the operating expenses we incurred, including \$169,000 in legal fees. This historically high amount reflected legal defense costs incurred due in large part to two lawsuits brought against WOWSC by TOMA Integrity, Inc. and by Rene Ffrench, John Richard Dial, and Stuart Bruce Sorgen. The Board also committed to revisiting these rates again in September. If the legal battles continue, or if other operational expenses arise, the Board may need to increase rates again. The Board also committed to reducing rates once the suits against it are dropped, settled, or decided in its favor.

The following sections of the Tariff, modified:

Section G. Rates and Service Fees

7. Monthly Charges

a. Base Rate / Service Availability Charge

(1) Water Service

The minimum water Service Availability Charge
(5/8" x 3/4" & 3/4 " meter) shall be \$90.39

(2) Sewer Service

The minimum sewer Service Availability Charge
(5/8" x 3/4" & 3/4 " meter) shall be \$66.41

OLD RATES:

Section G. Rates and Service Fees

7. Monthly Charges

a. Base Rate / Service Availability Charge

(1) Water Service

The minimum water Service Availability Charge
(5/8" x 3/4" & 3/4 " meter) shall be \$50.95

(2) Sewer Service

The minimum sewer Service Availability Charge
(5/8" x 3/4" & 3/4 " meter) shall be \$40.12

The above new rates become effective MARCH 23, 2020

The Windermere Oaks Water Supply Corporation achieved perfect results for water quality in 2019 from the Texas Commission on Environmental Quality. The legal expenses we are incurring to defend our corporation far exceed the expenses necessary to continue to provide clean drinking water and to effectively treat our effluent. It is our hope that once the legal expenses subside, we can lower these rates to a level reflective of those costs *without* ongoing litigation. If you have any questions, please email WindermereWater@gmail.com or call (830) 613-8137 and someone will get back to you. A copy of the revised tariff will be filed with the Water Utilities Division, Public Utility Commission of Texas, PO Box 13326, Austin, Texas 78711-3326.

From the Board of Directors of Windermere Oaks Water Supply Corporation.

Windermere Oaks Water Supply Corporation
424 Coventry Rd. Spicewood, Texas 78669
Billing Questions: (830) 598-7511 Ext 1
Water or Sewer Emergency: Phone (830) 598-7511 Ext 2

1

Windermere Oaks Water Supply Corporation

424 Coventry Rd. Spicewood, TX 78669

Fee Schedule Summary

Standby Fees:

The monthly charge assessed each lot of any subdivision in the Corporation's lawful service area where a real estate covenant, deed restriction or other agreement in the landowner's chain of title creates an obligation for the landowner to pay a monthly fee pending the initiation of actual water and/or sewer service.

The Standby Fee is \$14.95 per month for water and \$14.95 per month for sewer.

(If the annual Standby Fees are paid in a lump sum by January 31st, the Standby Fee for water is \$124.20 and the Standby Fee for sewer is \$124.20.)

Membership Fee

The Windermere Oaks Water Supply Corporation is a member-owned, non-profit corporation established to provide potable water and/or wastewater utility services to its members. Membership in the corporation is a prerequisite for eligibility for services. Membership fees are associated with each property for which service is provided. Memberships may be surrendered or transferred if the associated property is sold.

Membership Fee	\$ 402.50
Membership Transfer Fee	\$ 40.25

Equity Buy-In Fee

In addition to the Membership Fee, each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction of the Corporation's facilities capacity that have been made previously by existing Members. This fee shall be assessed prior to providing or reserving service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested.

Equity Buy-In Fee	\$ 4,600
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Customer Service Inspection and Installation Fee (Tap Fee)

A Customer Service Inspection is required. Also the Corporation shall charge an installation fee (also known as "tap fee") for services as follows: **Standard Service** shall include all labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water and/or wastewater service, and shall be charged on a per tap basis. The Corporation **Customer Service Inspection Fee is \$350.00. The Installation Fee for water service is \$862.50, and the Installation Fee for wastewater service is \$862.50.**

Non-Standard Service Installation Fee(s) shall be as determined by the Corporation on a case-by-case basis in accordance with the terms of the Corporation's Tariff.

Monthly Base Rate and Usage Charges

Water Service: Effective March 23, 2020 the monthly charge for metered water service ("Base Charge") is **\$ 90.39**. Additional gallonage charges apply as follows:

0 through 2000 gallons	\$ 3.55 per 1,000 gallons
2,001 through 4,000 gallons	\$ 6.50 per 1,000 gallons
4,001 through 8,000 gallons	\$ 9.75 per 1,000 gallons
8,001 through 15,000 gallons	\$13.00 per 1,000 gallons
15,001 or more	\$15.00 per 1,000 gallons

Wastewater (Sewer) Service: Effective March 23, 2020 the monthly charge is **\$66.41**.

Additional water consumption gallonage charges apply as follows:

0 through 10,000 gallons	\$ 3.94 per 1,000 gallons of water consumed
10,001 or More	No additional charge

PLUS applicable state taxes.

APPROVED February 1, 2020

The Corporation reserves the right to amend the above fees at any time.

Rates Effective 3.23.2020 **2.11.20**

EXHIBIT B

**Petition to Appeal Rates Established by the Board of Directors of
Windermere Oaks Water Supply Corporation, 424 Coventry Road, Spicewood, Texas 78669**

The undersigned ratepayers of Windermere Oaks Water Supply Corporation hereby appeal the decision of the board of directors of the Corporation affecting the rates charged to them by Windermere Oaks Water Supply Corporation. The rate change is effective March 23, 2020. On February 11, 2020, the ratepayers were notified by the service provider of a water rate increase. The old rate charged by the service provider was \$50.95 Base Rate / Service Availability Charge for Water Service of a 5/8" x 3/4" meter and the new rate of \$90.39 Base Rate / Service Availability Charge for Water Service for a 5/8" x 3/4" meter. Larger size meters base rates were not published in the letter or in the revised tariff. Additionally, On February 11, 2020, the ratepayers were notified by the service provider of a sewer rate increase. The old rate charged by the service provider was \$40.12 Base Rate / Service Availability Charge for Sewer Service of a 5/8" x 3/4" meter and the new rate of \$66.41 Base Rate / Service Availability Charge for Sewer Service for a 5/8" x 3/4" meter. Larger size meters base sewer rates have not been published in the letter or in the revised tariff. The combined water and sewer increases are \$65.73 or an overall 71% increase.

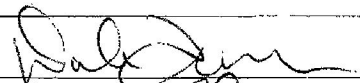


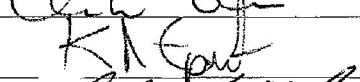

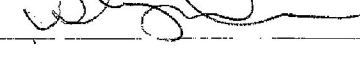

The undersigned request that the Public Utility Commission of Texas review the decision by the Windermere Oaks Water Supply Corporation Board of Directors to determine if the rates established by the Tariff including water fees, sewer fees, standby fees, membership fees and equity buy fees are just and reasonable. The undersigned designate Josie Fuller, Windermere Oaks Water Supply Corporation Member as their representative on this matter. Correspondence to the ratepayers' representative may be directed to Ms. Josie Fuller, 328 Coventry Road, Spicewood, Texas 78669, 512-743-2553.

	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	Darryl & Anita Dismuke	<i>[Signature]</i>	328 Coventry Rd	
1.	Josie Fuller	<i>[Signature]</i>	328 COVENTRY	512-743-2553
2.	Mike Burdett	<i>[Signature]</i>	327 Coventry	512-626-8623
3.	Marsha Westerman	<i>[Signature]</i>	427 Coventry Rd	903-328-8987
4.	John S Ford	<i>[Signature]</i>	515 Coventry Rd	512-565-0657
5.	Joe Coker	<i>[Signature]</i>	115 Bedford Dr	512 470 1340
6.	D. A. Reno	<i>[Signature]</i>	206 Topspin Dr	512 699 3833
7.	GREG WHEELER	<i>[Signature]</i>	211 COVENTRY	512 516 8403

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	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	DARLA FERGUSON		1012 Coventry Rd Spicewood, TX 78669	512-693-1116
2.	Jennifer Fletcher		312 Kendall Rd Spicewood, TX 78669	512-289-5384
3.	Chris Bell		301 Bedford Dr Spicewood, TX 78669	979-203-9591
4.	Christina Ottwell		301 Kendall Rd Spicewood, TX 78669	281-851-5516
5.	KENNETH R. EPICH		308 KENDALL SPICEWOOD, TX 78669	773-726-1170
6.	MIKE FRITZLER		601 COVENTRY	512-9131729
7.	Glynis Davis		401 Kendall	512-663-8047

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	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	Bill Stein	[Signature]	1604512th Ave. Spicewood Tx	512-507-7466
2.	Dan Flunker	[Signature]	307 COVENTRY	512-699-1082
3.	J.R. DIAL	[Signature]	315 COVENTRY	512-914-6028
4.	Bruce Sorgen	[Signature]	104B Bonanza	512 971-9109
5.	JUDITH CARMICHAEL	[Signature]	519 AIRSTRIP ROAD	512 587-1099
6.	Jim Mordach	[Signature]	105 MOONEY CIR	512-797-5351
7.	Irwin S. Johnson	[Signature]	125 HILL LOOP DR	830-692-1177

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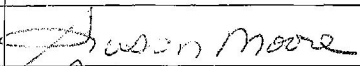
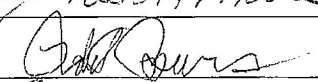
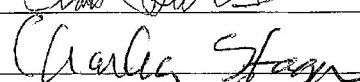
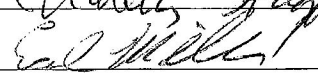



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	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	A.C. Billingsley	A.C. Billingsley	121 TOP SPIN CIRCLE SPICEWOOD, TX 78669	907 355 1044
2.	JESSICA BRYANT	Jessica Bryant	118 TOPSPIN CIRCLE SPICEWOOD, TX 78669	832-724-1221
3.	Annee Drake	Annee Drake	119 Topspin Circle Spicewood, TX 78669	512-351-2171
4.	Bonnie Beasley	Bonnie Beasley	125 TOPSPIN CIRCLE SPICEWOOD, TX 78669	512-765-8354
5.	Mark Carpenter	Mark Carpenter	2121 LOHMAN'S CROSSING LAKELAND, TX	512-387-4960
6.	ADRIAN PARELES	Adrian Pareles	122 TOP SPIN DR SPICEWOOD, TX	214 864 8722
7.	SAMANTHA BEASTON	Samantha Beaton	202 TOP SPIN DR SPICEWOOD, TX 78669	512-966-5488

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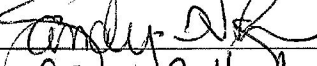





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	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	Glenn + Susan Moore		108 Center Cove II	512-924-2705
2.	Robert Burns		113 Center Cove I	512-468-9500
3.	Charles Steyer		425 Coventry Rd	73305 4323
4.	Earl Miller		114 Keswick Dr.	541-505-4712
5.	Lord Reagan		1013 Cornman	922 897 2551
6.	Sissinghurst Ltd.		347 Coventry	210.843.1350
7.	Jeff Ellis		330 Bedford	210.667.7613

Petition to Appeal Rates Established by the Board of Directors of
Windermere Oaks Water Supply Corporation, 424 Coventry Road, Spicewood, Texas 78669

The undersigned ratepayers of Windermere Oaks Water Supply Corporation hereby appeal the decision of the board of directors of the Corporation affecting the rates charged to them by Windermere Oaks Water Supply Corporation. The rate change is effective March 23, 2020. On February 11, 2020, the ratepayers were notified by the service provider of a water rate increase. The old rate charged by the service provider was \$50.95 Base Rate / Service Availability Charge for Water Service of a 5/8" x 3/4" meter and the new rate of \$90.39 Base Rate / Service Availability Charge for Water Service for a 5/8" x 3/4" meter. Larger size meters base rates were not published in the letter or in the revised tariff. Additionally, On February 11, 2020, the ratepayers were notified by the service provider of a sewer rate increase. The old rate charged by the service provider was \$40.12 Base Rate / Service Availability Charge for Sewer Service of a 5/8" x 3/4" meter and the new rate of \$66.41 Base Rate / Service Availability Charge for Sewer Service for a 5/8" x 3/4" meter. Larger size meters base sewer rates have not been published in the letter or in the revised tariff. The combined water and sewer increases are \$65.73 or an overall 71% increase.

The undersigned request that the Public Utility Commission of Texas review the decision by the Windermere Oaks Water Supply Corporation Board of Directors to determine if the rates established by the Tariff including water fees, sewer fees, standby fees, membership fees and equity buy fees are just and reasonable. The undersigned designate Josie Fuller, Windermere Oaks Water Supply Corporation Member as their representative on this matter. Correspondence to the ratepayers' representative may be directed to Ms. Josie Fuller, 328 Coventry Road, Spicewood, Texas 78669, 512-743-2553.

	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	RON FULLER		327 BEDFORD	512 931 6571
2.	SANDY NICH		404 COVENTRY RD.	830.456.2486
3.	Allen R Hickis		126 Bedford Dr	512-636-8921
4.	KEN PENNER		320 BEDFORD DR	512 922 9731
5.	Kathy McFarland		333 Coventry Rd.	203.858.7380
6.	ASHLEY DEUTSCHLANDER		324 Coventry Rd	952-220-0325
7.	Oren L. McDonald		318 Coventry Rd	530-693-4613

**Petition to Appeal Rates Established by the Board of Directors of
Windermere Oaks Water Supply Corporation, 424 Coventry Road, Spicewood, Texas 78669**

The undersigned ratepayers of Windermere Oaks Water Supply Corporation hereby appeal the decision of the board of directors of the Corporation affecting the rates charged to them by Windermere Oaks Water Supply Corporation. The rate change is effective March 23, 2020. On February 11, 2020, the ratepayers were notified by the service provider of a water rate increase. The old rate charged by the service provider was \$50.95 Base Rate / Service Availability Charge for Water Service of a 5/8" x 3/4" meter and the new rate of \$90.39 Base Rate / Service Availability Charge for Water Service for a 5/8" x 3/4" meter. Larger size meters base rates were not published in the letter or in the revised tariff. Additionally, On February 11, 2020, the ratepayers were notified by the service provider of a sewer rate increase. The old rate charged by the service provider was \$40.12 Base Rate / Service Availability Charge for Sewer Service of a 5/8" x 3/4" meter and the new rate of \$66.41 Base Rate / Service Availability Charge for Sewer Service for a 5/8" x 3/4" meter. Larger size meters base sewer rates have not been published in the letter or in the revised tariff. The combined water and sewer increases are \$65.73 or an overall 71% increase.


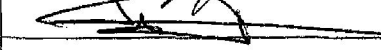
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	Name (Print)	Signature	Service Address (& mailing address If different from service address)	Phone Number
1.	Eleanor C. Wright	Eleanor C. Wright	1019 Coventry 5304 Western Hills Dr. 78669	512-453-4855
2.	T. Michele Christenson	T. Michele Christenson	211 Hill Loop	512-217-7476
3.	Jacqueline M. Yancey	Jacqueline M. Yancey	219 Hill Loop	512-294-0096
4.	Mark A McDonald	Mark A McDonald	137 Hill Loop	512-695-6552
5.				
6.				
7.				

**Petition to Appeal Rates Established by the Board of Directors of
Windermere Oaks Water Supply Corporation, 424 Coventry Road, Spicewood, Texas 78669**

The undersigned ratepayers of Windermere Oaks Water Supply Corporation hereby appeal the decision of the board of directors of the Corporation affecting the rates charged to them by Windermere Oaks Water Supply Corporation. The rate change is effective March 23, 2020. On February 11, 2020, the ratepayers were notified by the service provider of a water rate increase. The old rate charged by the service provider was \$50.95 Base Rate / Service Availability Charge for Water Service of a 5/8" x 3/4" meter and the new rate of \$90.39 Base Rate / Service Availability Charge for Water Service for a 5/8" x 3/4" meter. Larger size meters base rates were not published in the letter or in the revised tariff. Additionally, On February 11, 2020, the ratepayers were notified by the service provider of a sewer rate increase. The old rate charged by the service provider was \$40.12 Base Rate / Service Availability Charge for Sewer Service of a 5/8" x 3/4" meter and the new rate of \$66.41 Base Rate / Service Availability Charge for Sewer Service for a 5/8" x 3/4" meter. Larger size meters base sewer rates have not been published in the letter or in the revised tariff. The combined water and sewer increases are \$65.73 or an overall 71% increase.

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	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	LAURENCE RENE FRENCH		124 TOPSPIN CIRCLE, SPICEWOOD, TX 15104 STRADER CIRCLE, Austin 78734	512-547-7164
2.	JACEN PUERTA		132 ROMANZA CIR. 78669 129 RAINBOW LN. 78411	713-213-0231
3.				
4.				
5.				
6.				
7.				

Petition to Appeal Rates Established by the Board of Directors of
Windermere Oaks Water Supply Corporation, 424 Coventry Road, Spicewood, Texas 78669

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	Name (Print)	Signature	Service Address (& mailing address if different from service address)	Phone Number
1.	Josie Fuller	Josie Fuller	338 COVENTRY RD	210-922-6246
2.	Sam McCoy	Sam McCoy	113 DERBY RD	512-636-6981
3.	LaJuana Dunlap	LaJuana Dunlap	313 Bedford Dr.	501-249-2540
4.				
5.				
6.				
7.				

EXHIBIT C

CAUSE NO. 48292

RENE FFRENCH,	S	IN THE DISTRICT COURT
JOHN RICHARD DIAL,	S	
STUART BRUCE SORGEN,	S	
Individually and as Representatives	S	
of WINDERMERE OAKS WATER	S	
SUPPLY CORPORATION	S	
<i>Plaintiffs</i>	S	33RD JUDICIAL DISTRICT
	S	
V.	S	
	S	
FRIENDSHIP HOMES &	S	
HANGARS, LLC, and WINDERMERE	S	BURNET COUNTY, TEXAS
OAKS WATER SUPPLY CORPORATION,	S	
and its Directors WILLIAM EARNEST	S	
THOMAS MICHAEL MADDEN,	S	
DANA MARTIN, ROBERT MEBANE,	S	
PATRICK MULLIGAN, JOE GIMENEZ,	S	
DAVID BERTINO, MIKE NELSON,	S	
DOROTHY TAYLOR, NORMAN MORSE	S	
<i>Defendants</i>		

ORDER

Came on to be Considered the following Motions/Request:

1. Defendants Windermere Oaks Water Supply Corporation's and its Directors' Joint Motion to Dismiss under Rule 91a;
2. Plaintiffs' Request for Leave to file Supplement to Consolidated Response;
3. Defendant Friendship Homes & Hangars, LLC's Motion to Strike Plaintiffs' Supplement to Consolidated Response.

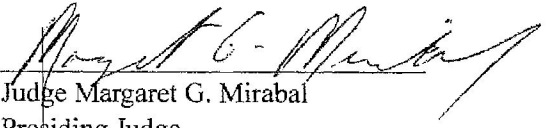
Having considered the said Motions/Request, the Court Rules as follows:

1. Defendants' Joint Motion to Dismiss under Rule 91a is Hereby DENIED.
2. Plaintiffs' Request for Leave to file Supplement to Consolidated Response is Hereby GRANTED.
3. Defendant's Motion to Strike Plaintiffs' Supplement to Consolidated Response is Hereby DENIED.

The remaining Motions described in the Supplemental Joint Status Report, as modified by the January 23, 2020 Rule 11 Agreement, remain under Submission by the Court.

IT IS SO ORDERED.

SIGNED this 6th Day of February, 2020.


Judge Margaret G. Mirabal
Presiding Judge

CAUSE NO. 48292

RENE FFRENCH,	S	IN THE DISTRICT COURT
JOHN RICHARD DIAL,	S	
STUART BRUCE SORGEN,	S	
Individually and as Representatives	S	
of WINDERMERE OAKS WATER	S	
SUPPLY CORPORATION	S	
<i>Plaintiffs</i>	S	33RD JUDICIAL DISTRICT
	S	
V.	S	
	S	
FRIENDSHIP HOMES &	S	
HANGARS, LLC, and WINDERMERE	S	BURNET COUNTY, TEXAS
OAKS WATER SUPPLY CORPORATION,	S	
and its Directors WILLIAM EARNEST	S	
THOMAS MICHAEL MADDEN,	S	
DANA MARTIN, ROBERT MEBANE,	S	
PATRICK MULLIGAN, JOE GIMENEZ,	S	
DAVID BERTINO, MIKE NELSON,	S	
DOROTHY TAYLOR, NORMAN MORSE	S	
<i>Defendants</i>		

ORDER

Came on to be Considered Defendants' Pleas to the Jurisdiction, and Motions for Summary Judgment described in the Parties' Supplemental Joint Status Report, as modified by the January 23, 2020 Rule 11 Agreement. Further, Came on to be Considered Defendants' Joint Objections to Plaintiffs' Summary Judgment Evidence. Having Considered said Motions, Plaintiffs' Responses, and Defendants' Replies, the Court Rules as follows:

MOTIONS FOR SUMMARY JUDGMENT

1. Defendant Windermere Oaks Water Supply Corporation's and its Directors' First Amended Joint Motion for Summary Judgment is Hereby **DENIED**.
2. Defendant Friendship Homes and Hangars, LLC's Motion for Summary Judgment is Hereby **DENIED**.
3. Defendants' Joint Objections to Plaintiffs' Summary Judgment Evidence are Hereby **DENIED**.

PLEAS TO THE JURISDICTION

All Parties agree and stipulate that Plaintiffs have standing to bring suit against Defendants under the following statutes:

A. Texas Business Organizations Code sec. 20.002(c)(1) (authorizing suit by a Member against a Corporation to enjoin the performance of an act or the transfer of property by or to the Corporation);

B. Texas Business Organizations Code sec. 20.002(c)(2) (authorizing claims by the Corporation, acting through Members in a representative suit, against current and former officers and directors of the Corporation for exceeding their authority);

C. Texas Business Organizations Code chapter 22, subchapter J (authorizing suit to determine the validity or effectiveness of any corporate act or ratification).

With regard to Defendants' Pleas to the Jurisdiction, the Court Rules as follows:

1. To the extent Defendants' Pleas to the Jurisdiction are based on the ground that Plaintiffs lack standing to bring suit as individuals seeking individual damages against the current and former officers and directors of Defendant Windermere Oaks Water Supply Corporation, the Pleas to the Jurisdiction are Hereby **GRANTED** as to that ground.

2. To the extent Defendants' Pleas to the Jurisdiction are based on the ground that Plaintiffs lack standing to bring a Representative Claim on behalf of the defendant Windermere Oaks Water Supply Corporation that is outside the scope of the grant of standing by Texas Business Organizations Code sec. 20.002(c)(2), the Pleas to the Jurisdiction are Hereby **GRANTED** as to that ground.
3. To the extent Defendants' Pleas to the Jurisdiction are based on the ground that Plaintiffs cannot assert claims of breach of fiduciary duty, constructive fraud, and other theories in pursuit of claims brought pursuant to Texas Business Organizations Code, secs. 20.002 (c)(1) and (c)(2), and Chapter 22 subchapter J, the Pleas to the Jurisdiction are Hereby **DENIED** as to that ground.

IT IS SO ORDERED.

SIGNED this 24th Day of February, 2020.



Judge Margaret G. Mirabal
Presiding Judge

EXHIBIT D

NO. 47531

TOMA INTEGRITY, INC,	§	IN THE DISTRICT COURT
	§	
Petitioners,	§	
	§	
v.	§	33 RD JUDICIAL DISTRICT
	§	
WINDERMERE OAKS WATER	§	
SUPPLY CORPORATION,	§	
	§	
Respondent.	§	BURNET COUNTY, TEXAS

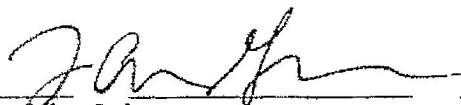
ORDER GRANTING PETITIONERS' MOTION FOR SUMMARY JUDGMENT
& DENYING RESPONDENT'S MOTION TO DISMISS

On the 15th day of June, 2018, the Court heard Petitioners' Motion for Summary Judgment and Respondent's Motion to Dismiss. Having considered the motions, the summary judgment evidence and the arguments of counsel, the Court finds and concludes that Petitioners' Motion for Summary Judgment be, and it hereby is, GRANTED, in that the Court only finds that a violation of the Open Meetings Act occurred.

Respondent's Motion To Dismiss is hereby DENIED.

All other prayers for relief are hereby DENIED.

SIGNED this 23rd day of July, 2018.



Presiding Judge

EXHIBIT E

9/16/2019 2:31 PM

Velva L. Price
District Clerk
Travis County
D-1-GN-19-006219
Victoria Benavides

CAUSE NO. D-1-GN-19-006219

WINDERMERE OAKS WATER
SUPPLY CORPORATION

Plaintiff,

v.

THE HONORABLE KEN PAXTON,
ATTORNEY GENERAL OF TEXAS

Defendant.

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

201ST

JUDICIAL DISTRICT

**WINDERMERE OAKS WATER SUPPLY CORPORATION'S
ORIGINAL PETITION FOR DECLARATORY RELIEF**

TO THE HONORABLE JUDGE OF THE COURT:

Plaintiff Windermere Oaks Water Supply Corporation (the "WOWSC" or "Plaintiff") files this Original Petition seeking a declaratory judgment pursuant to Section 552.324 of Chapter 552 of the Texas Government Code (the "Texas Public Information Act" or the "Act").

I. EXECUTIVE SUMMARY

1. WOWSC seeks a declaratory judgment from the Court to allow it to withhold from release to the public invoices detailing legal services provided to WOWSC from March 7, 2018 to May 28, 2019 (the requested information is the "Legal Invoices") because the Legal Invoices are properly excepted from disclosure under Texas Government Code Section 552.022 and, more specifically, pursuant to the privileges provided by Rule 503 of the Texas Rules of Evidence ("Rule 503") and Rule 192.5 of the Texas Rules of Civil Procedure ("Rule 192.5"). Specifically, § 552.022 and Rules 503 and 192.5 allow a governmental entity to withhold information contained in a legal invoice pursuant to the attorney-client and the work product privileges.

3/26/2020 2:31 PM

Velva L. Price
District Clerk
Travis County
D-1-GN-19-006219
Kyla Crumley

CAUSE NO. D-1-GN-19-006219

WINDERMERE OAKS WATER	§	IN THE DISTRICT COURT OF
SUPPLY CORPORATION,	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
THE HONORABLE KEN PAXTON,	§	
ATTORNEY GENERAL OF TEXAS,	§	201ST JUDICIAL DISTRICT
<i>Defendant.</i>	§	

RULE 11 SCHEDULING AGREEMENT

Pursuant to Rule 11 of the Texas Rules of Civil Procedure, the parties agree to the following schedule:

1. Motions for summary judgment are due no later than **May 22, 2020**;
2. Responses to motions for summary judgment are due no later than **June 19, 2020**; and
3. A hearing on summary judgment motions will be set for **July 22, 2020** at 2:00p.m.

The parties may agree to modify the terms of this scheduling agreement in accordance with Rule 11 of the Texas Rules of Civil Procedure.

AGREED:/s/ Jose E. de la Fuente w/ permission

J. TROUPE BREWER
State Bar No. 24082728
tbrewer@lglawfirm.com

JOSE E. de la FUENTE
State Bar No. 00793605
jdelafuente@lglawfirm.com

LLOYD GOSSELINK ROCHELLE &
TOWNSEND, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532

ATTORNEYS FOR PLAINTIFF

/s/ David G. Gordon

DAVID G. GORDON
State Bar No. 24085337
Assistant Attorney General
Administrative Law Division
P.O. Box 12548, Capitol Station
Austin, Texas 78711-2548
Telephone: (512) 936-1660
Facsimile: (512) 320-0167
david.gordon@oag.texas.gov

ATTORNEY FOR DEFENDANT

EXHIBIT F



July 10, 2019

Dear Water Supply Corporation Customer,

We would like to share with you some good news regarding your water company as well as some developments we are working to resolve.

First, we have recently posted the results of the Consumer Confidence Report for 2018. This summary recounts our compliance with Environmental Protection Agency regulations as monitored by the Texas Commission on Environmental Quality. In all 12 areas monitored, no violations were found. We are pleased with the continuing effort of our manager and operating company to produce water which meets or exceeds state and federal water quality requirements.

Secondly, our water intake pumping barge went back online in April. Temporary pumps had supplied water to our system after the October 16 flood severely damaged the barge. There were concerns that normal summer time decreases in lake levels could impact the temporary pumps' efficiency. The hard work of our manager removed these concerns and the repaired pumps have been operating well.

Third, our financial position is very strong. We base this statement on new reviews we initiated to evaluate our financial health. Our debt to service coverage ratio, debt to capital ratio, days cash on hand are all very positive. Without going into a lot technical detail here about what they mean, you should put aside any doubts which may have arisen in the last few years about our financial situation.

Fourth, in mid-June, an appellate court ruled in favor of WOWSC and sided with the lower trial court's judgment rendered last year with regards to a land sale by WOWSC in 2016 and related agenda items. In sum, while a previous board did not properly post parts of the agenda items related to the land sale, the violation did *not* warrant the court's intervention in voiding the land sale. This is a victory for WOWSC because voiding the land sale would have had serious financial implications for WOWSC.

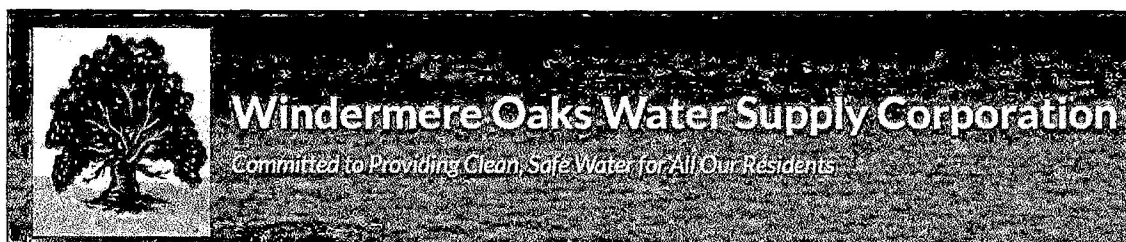
Unfortunately, the Board is now dealing with yet another, *new* lawsuit that was filed in late May against WOWSC and former Board members. The plaintiffs claim various rights as 'shareholders' against the former Board members as related to the land sale in 2016.

As a result of the various lawsuits filed against WOWSC (which remain ongoing) and our continuing compliance with responses to numerous Public Information Act requests, WOWSC's 5-month expenditures on legal services have already totaled \$63,000, exceeding our 12-month budget by \$25,000. We are concerned about this steep additional cost for 2019 and will be attempting various measures to contain those costs going forward.

In our next letter to you, we hope to have more good news about operational improvements we've made. Several are in the works. For now, we hope this letter succeeds in giving you an idea about developments at your water supply company.

Sincerely,

Your Windermere Oaks Water Supply Corporation Board of Directors



January 2, 2020

Dear WOWSC Member,

Your Board of Directors is dedicated to the continuing success of the water company in 2020. We look forward to the New Year and the hope it brings for resolution of dissensions of the past and the beginnings of community cooperation and peace. We hope with this letter to update you on significant events relating to 2019 and our look forward.

Of great importance, our Board in November initiated a rate analysis process which may result in higher water and sewer rates in 2020. We feel compelled to explain why. In the three years since the sale of WOWSC land reduced debt after completion of the wastewater treatment plant, a small but persistent and insistent group of members have launched multi-faceted offensives against our non-profit corporation and Board, resulting in the significant expense of WOWSC funds. As 2019 ended, we estimate our total legal fees neared \$175,000, far exceeding the \$38,000 originally budgeted.

The good news is that the group's first lawsuit seems pretty much resolved in WOWSC's favor. On December 13, the Texas Supreme Court denied hearing an appeal of a decision by the 6th Court of Appeals that favored our company with regard to execution of the 2016 land transaction (that is, the court declined to void that transaction as the plaintiffs had requested). The litigants have indicated they will appeal to the Texas Supreme Court to reconsider its denial in 2020. We believe their effort will be denied, again. But in defending our corporation in just that lawsuit and appeal, we spent approximately \$40,000 this year alone. Adding in previous year's expenses, our successful defense against this suit cost WOWSC nearly \$100,000.

In May, the group filed yet another lawsuit and expanded it in November. We don't want to belabor every allegation in their 50+page petition that, among other things, seeks money damages against ten current and former directors, out of their own pockets. We do believe that the litigants' claims against the water company, and its directors, are completely without merit. We believe that the members who brought the suit don't even have legal standing to bring most of the claims alleged. That hasn't yet stopped them, and we are being forced to deal with these matters at the courthouse. There is a large gap between the opinion of these members that the WOWSC got a "bad deal" out of the 2016 sale and their severe allegations against the company and its directors compared to the opinion of nearly every one of the current and former directors. (There is also an equally large gap between respectful discourse in public comment, and the relentless antagonistic and downright threatening behavior of these same members at our meetings.)

The legal costs in defense against the active lawsuit are even more staggering than the first lawsuit. They have required our current and former directors' participation in three full-day depositions, and they have issued requests for several more. They've heaped discovery requests upon us in wide-ranging fishing expeditions looking for anything to allege wrongdoing. Our legal bills to defend our corporation and directors in this case alone, including the costs related to responding to an avalanche of discovery and depositions, are nearing \$100,000.

Adding to our costs is the legal guidance we must routinely seek in order to respond to other aspects of the group's persistent aggressions. We have employed our legal team to guide us through the 46 Public Information Act requests filed this year alone, most from this small group. Because we are in litigation with this group, we had to file, in Travis County District Court, an appeal of an Attorney General staff attorney's letter ruling on an issue related to privileged communications regarding the lawsuits. We also had to secure

services from one of our Board members to serve at the Public Information Officer, at \$416 per month, to reduce the costs of otherwise relying on paralegals who would charge \$150 per hour. While individuals do have the legal right to submit Public Information Act requests to WOWSC, and WOWSC endeavors to comply with Texas law in responding to each such request, that process has costs.

In December, we were required to hold, by this small group's petition effort, a rare members' meeting, complete with mailed ballots, for the purpose of addressing this group's recall petition against Director Joe Gimenez. WOWSC took painstaking efforts to conduct this unusual proceeding according to the letter of the law. They gained only 56 votes, far short of the 127 votes needed to remove a director. But here too, legal and other expenses related to the process, calling, and conducting the meeting exceeded \$15,000.

Suffice it to say that we understand that there may be disagreements as to any course of action the WSC's Board of Directors may take with respect to any issue; we understand that not every member will agree with every decision a Board makes. The Board itself often has its own internal disagreements, and we encourage honest and civil discussion and debate. However, based on the information known by the current board, both this board and former members of WOWSC boards have, at all times, acted in the best interests of the corporation. Our strong financial position, the high quality of our water, and the long-term planning for asset replacement and upgrades attests to this.

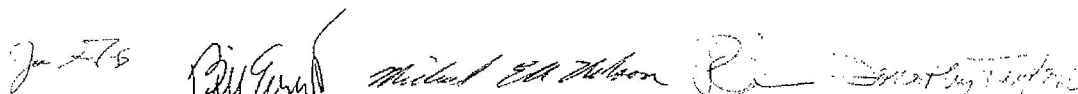
Sadly, this small group of members have persisted against the Board because they have an "axe to grind" against a third party, leaving the corporation and directors stuck in the middle. The 2016 real estate deal is directly or indirectly involved in every single one of the above-mentioned situations where the WOWSC is forced to defend itself through the expense of funds on legal advice or compliance with legal requirements of discovery and the like. Lawsuits, lawful responses to PIA requests, and response to the recall petition are related and involve one or more of the same individuals.

Moving forward, our immediate goal is to bring these pointless suits to a close and therefore end the corresponding expenditure of your water company's funds. But until this group stops or the courts finally put an end to things, we must continue to defend against these lawsuits. We must continue to respond to their Public Information requests. And we will continue to communicate with our members about the misinformation that the group spreads in the neighborhood. All this costs money -- your money. And it may cost even more in 2020. We unfortunately must evaluate this possibility through the rate analysis process.

Meanwhile, we are trying our best to keep the water company moving forward. We amended the 2016 land contract to fix a number of flaws, and as part of the new agreement could gain \$20,000 from the title company if all the litigation is resolved this year. That would happen if the litigants were to withdraw their lawsuits, or once we prevail in court. This year we finished repair of our pumping barge and recouped \$59,000 from the insurance company. We purchased a generator to comply with state regulations. We were granted \$14,000 by the LCRA for a \$34,000 WOWSC investment in a backwash process that will reduce WOWSC use of water and save us an estimated three percent per year on this investment. We agreed on a no-cost expansion plan for a dispersant field through an agreement with the Spicewood Airport Pilot's Association. We earned approval for a lower rate loan to eventually pay off a higher rate balloon note which comes due in 2021. And we've returned our focus to a five-year plan for infrastructure repair and replacement. The plan has gone mostly untended in the last three years.

Our board is dedicated to the continuing success of the water company. After all, water is a necessity of life and becomes more precious as this region grows. Unfortunately, the most significant challenge we face is the cost involved in defending against the ongoing legal maneuvers of this small group of people. We will continue our defense for the long-term survival of our water company, but we sincerely hope that these continued expenditures will cease to be necessary someday soon.

Sincerely,





January 28, 2020

Dear WOWSC Member:

We want to make this short and simple and to the point.

Because a few of your neighbors escalated their legal actions in late 2019 against your non-profit water supply corporation and members of the 2015, 2018 and 2019 Boards of Directors, we are experiencing significant negative cash flow problems in early 2020. Our legal bills are absorbing available funds for the operation, maintenance, and necessary upgrades to your water system that WOWSC committed to in 2019 and 2020.

Even after multiple court rulings in *favor* of WOWSC in these suits, and combined with the division the member plaintiffs have created in this neighborhood, their continuing legal assaults are forcing our Board to raise **your water rates – significantly – to cover ongoing legal expenses and maintain and operate our plant facilities. Upon consultation with TWRA representatives, our base rate water bill will be increased, possibly as much as \$50 per month, and we may need to revisit that later in the year if the increased revenues are still insufficient to pay our bills.**

In 2018 and 2019 we spent approximately \$210,000 in legal fees. Recent legal bills from late 2019 to be paid in 2020 already are nearing \$100,000. With no end in sight of the Plaintiffs' continued legal attack, the Board projects a \$180,000 loss (if rates are not raised) given the increase to our legal fee budget projections to \$250,000 this year. To put this in perspective, the legal defense of our corporation may amount to \$1,000 for each of our 250+ customers this year – or more.

Our Board hopes you will join us in asking **this small group to stop the lawsuits** and stop wasting money that **we all** ultimately end up paying in higher rates. We want our community to keep our non-profit water supply corporation, but the lawsuits are forcing us **to consider all options – including bankruptcy, the sale of assets, or sale of the corporation – to ensure our continued water service.** It should not be this way.

Let us get back to the business of running the water supply corporation effectively and efficiently. We will discuss these items at the annual member meeting Saturday February 1 at the Spicewood Community Center, at the conclusion of the WO POA meeting.

Joe Gimenez, President
The WOWSC Legal Subcommittee

Mike Nelson, Secretary/Treasurer

EXHIBIT G



Windermere Oaks Water Supply Corporation

424 Coventry Rd
Spicewood, Texas 78669

2019 - 2020 Board of Directors:

Joe Gimenez, President
Bill Earnest, Vice President
Mike Nelson, Secretary/Treasurer
David Bertino, Director
Dorothy Taylor, Director

Windermere Oaks Water Supply Corporation (WOWSC) meeting held: Wednesday, October 9, 2019

2019 - 2020 Board Members Present: Bill Earnest, Joe Gimenez, Mike Nelson, Dorothy Taylor

Minutes

The meeting was called to order at 6:00PM by Joe Gimenez. A quorum was established with four Board Members present.

1. Mark McDonald: Submitted two signed hard copies of petition for removal of Joe Gimenez from the WOWSC Board
2. Patti Flunker: Joe Gimenez discussed harassment with her boss at TRWA. Patti Flunker quit her position at TRWA.
3. Dorothy Taylor is newest member of our WOWSC Board and took her seat following appointment by Board at September meeting.
4. David Bertino sent letter announcing his resignation:

October 9, 2019

To the WOWSC Board and Members,

I David A Bertino Jr effective October 9, 2019 tender my resignation on the WOWSC board. Due to my new duties at work and the direction of this board, I will not be able to fulfill the duties that are required as a WOWSC board member. Please except this letter of resignation, read it at the meeting, and document it in the Meeting minutes.

Sincerely,

David A Bertino Jr.

1.

5. **RULES FOR PUBLIC COMMENT** – Board will consider adopting a sign-up sheet for member comments on specific agenda items, with comments limited to three minutes. (Comments on non-agenda items will be accommodated in item 12).
 1. Limit of three minutes per item per person
 2. Member Comment
 1. Danny Flunker: Move member public comment to start of meeting
 3. Motion made and carried to adopt a sign-up sheet for member comments on specific agenda items, with comments limited to three minutes per person per item.

6. Christine Mulligan: Thanked Joe Gimenez for his service and reminded meeting attendees that our members voted him into office at our last election.
7. Review, consider and take action to approve minutes of prior meetings/
 1. September 18 Special Meeting Minutes
 1. Motion made and carried to approve the September 18th Special Board Meeting Minutes
 2. September 18 Regular Meeting Minutes
 1. Motion made and carried to approve the September 18th Regular Board Meeting Minutes
8. EFFLUENT WATER AGREEMENT WITH SPICEWOOD AIRPORT PILOTS ASSOCIATION – Consideration of contract amendments, if any, requested by SAPA. Motion to adopt contract was passed Sept. 18 meeting, pending future review and consideration of any requested amendments from SAPA.
 1. At our September 18, 2019 Board meeting, the Board approved the contract providing WOWSC's effluent water to SAPA.
 2. The Board president of SAPA signed the contract and noted one minor typo → added 'r' to the word "treasure" to make it "treasurer".
 3. Member Comment
 1. Janey Richardson:
 1. Will SAPA pay for the effluent water?
 1. Board's response: SAPA will pay for all expenses with regards to the project.
 2. Who is Andrew Heller?
 1. Board's response: Andrew Heller is President of the SAPA.
 2. Marsha Westerman: Will SAPA pay for the engineering study?
 1. Board's response: SAPA will pay for all expenses with regards to the project.
 3. Mark McDonald: Will existing pipe be used for the effluent?
 1. George's response: No. The project requires new piping.
 4. Robb Van Eman:
 1. Will SAPA contract be posted?
 1. Board's response: Board to ask attorneys if the contract should be posted.
 2. Who represented SAPA?
 1. Board's response: Gary Young and Dana Martin
 3. Requested copy of the contract
 1. Board's response: Please send reminder request
 4. Motion made and carried to approve updated contract providing WOWSC's effluent water to SAPA.
9. ETHICS AND CONFLICT OF INTEREST POLICY – Review and pass resolution memorializing Board action in adopting new Policy Governing Ethics and Conflicts of Interests, thereby binding all current and future Board members to the standards set forth in the Policy.
 1. Joe read the resolution for our new WOWSC Conflict of Interest Policy
 2. Board had approved our new WOWSC Conflict of Interest Policy at the September 18, 2019 Board meeting but resolution summarizing it was read.
 3. Member Comments:
 1. Mark McDonald:
 1. Where will the policy be kept?
 1. Board's response: Our new Conflict of Interest Policy will be kept on our website.
 2. Who determines what is a conflict of interest?
 1. Board's Response: The WOWSC Board decides what is a conflict of interest.
 2. Patti Flunker: Questioned why she needed to send a letter regarding WOWSC's Conflict of Interest Policy.
 3. Rob Van Eman: Any sanctions in policy?
 1. Board's response: Read policy for details
 4. Jade Winters: Who wrote our new policy?
 1. Board's response: Our attorneys provided a standard policy used by other water supply corporations they represent.

5. Mikki Bertino: Not all members come to our Board meetings
4. Motion made and carried to approve resolution
5. Dorothy to add signed resolution to website

10. SIX MONTH REVIEW OF PROGRESS IN 'KEEPING THE MAIN THING THE MAIN THING' -- Discussion about Board and water company accomplishments since March 9, 2019, including:

1. finishing repair of pumping barge
2. securing \$59,000 in insurance recovery for pump platform
3. getting approval for new, lower interest rate loan to pay off higher interest rate balloon note
4. applying to LCRA for investment matching for conservation project that reduces WOWSC water use
5. approving purchase and installment of generator for compliance with TCEQ
6. offering contract proposal to SAPA for increasing size of available dispersant fields for effluent water
7. establishing process for handling unprecedented number of Public Information Act requests (37)
8. establishing ETHICS AND CONFLICT OF INTEREST POLICY by Board vote and for adherence by future Boards
9. re-establishing annual meeting date to comply with bylaws
10. developing managerial report for Board oversight
11. status of annual budget
12. company goals for next six months
 1. Member's Comments
 1. Robb Van Eman: Missed a few items. WOWSC filed lawsuit against Texas Attorney General.
 2. Janey Richardson: Can there be more communication sent out to all members from the Board?
 3. Brad Davis: Can meetings be moved to Saturday?
 4. Mikki Bertino: David Bertino went out on the river to find our missing barge, helped George to get the water turned back on quickly to the community, and saved thousands of dollars of cost to WOWSC.

11. MANAGER'S REPORT (George Burriss) --

1. LCRA CONSERVATION GRANT -- Manager to provide update on change in WOWSC contribution to LCRA Cost Sharing project for water conservation.
 1. Previous WOWSC share estimate for both projects was ~\$32K.
 2. George learned from the LCRA that the projected savings needs to be averaged over two years which increases WOWSC's cost to ~\$34K.
 3. Members Comments
 1. Mikki Bertino: How many years to recoup \$34K?
 1. Board's response: Estimate 3% return on money spent for both projects. Might be a little lower now as the estimated cost increased \$2000. Keeps WOWSC under existing contract avoiding renegotiation of LCRA contract.
 4. Motion made and carried for Joe to write a letter to LCRA stating WOWSC has the funds for these projects.
2. GENERATOR PURCHASE UPDATE--Manager will provide update on contract, deposit, schedule for installation.
 1. WOWSC paid \$35K to our supplier who placed an order for the generator.
3. COST ESTIMATES FOR FIVE YEAR PLANPROJECT--Progress on development of cost estimates for pre-treatment facility and other projects.
 1. WOWSC applied for \$500K loan from COBANK who approved it.
 2. Ten-year old cost estimate for pre-treatment clarifier was \$150K but the price has gone up considerably due to the increased cost of steel. Possibly \$400k.
 3. George is working on proposals with an engineer and is approaching other vendors for quotes
 4. WOWSC does not have a clarifier. WOWSC has a settling tank.
 5. Members Comments:
 1. Patti Flunker: Are we in good financial status? Rates were raised? Recommended COBANK as a lender to our Board in the past.

1. Board's response: Don't think today's members should pay up front for a large capital project that has a forty-year life span versus members paying for it over its lifetime. The COBANK loan will be used to pay-off our existing loan plus new projects over 20 years at a lower interest rate than our existing loan.
2. Mark McDonald: Standby fees
3. Danny Flunker: Why are airport lots not under standby fees?
4. REGULATORY COMPLIANCE—Manager will provide detailed overview of regulatory compliance services of Utilities Inc. and progress in maintaining compliance.
 1. Compliance is a function of many many details. Certificate of Convenience and Necessity with State of Texas enables WOWSC. WOWSC follows Chapter 290 of Texas State Code requirements including facility construction, operators capability, quality levels. George is of the opinion the State of Texas owns our utilities and allows WOWSC to operate them.
 1. George approaches the relationship with TCEQ as though they are the owner of our utilities, and we are the operator. George handed out a sample of our monthly operating report that is submitted to TCEQ monthly
 2. Copies of the report and test data are kept at our facilities for their yearly audit
 3. George showed our facilities' monitoring plan which the operators follow
 1. George shared monitoring plan with the Board
 4. How is WOWSC WTP doing?
 1. Consumer confidence report is on our website and is also posted at the WO pavilion. TCEQ compiles the consumer confidence report without review by WOWSC. No violations were reported.
 2. Each year TCEQ sends out a compliance enforcement officer who writes reports. Our last report stated WOWSC needed to paint the pipes in the pump room. The pipes were painted to the specified colors and pictures were then sent to TCEQ.
 5. SEWER SYSTEM PERMIT RENEWAL—Report status of renewal process.
 1. WTP permit expires every five years. Every five years the permit renewal process takes ~ one year. Received TCEQ response stating the permit request is administratively complete. George believes we are on track to receive our permit by end of year.
 6. EASEMENT RELEASE REQUEST – Update, easement release requesting Center Cove.
 7. Jeff Hagar and George learned WOWSC does not have easement rights inside the Center Cove lots. This is in the Center Cove Covenants amendments. No easement release is needed from WOWSC for work performed inside the lot lines. Members Comments:
 1. Earl Miller: Is effluent water monitored?
 1. George's response: Yes. All changes to WTP and WWTP require TCEQ approval. TCEQ takes core samples of effluent water spray fields.
12. Executive Session under Texas Government Code § 551.071(1) and (2) regarding: a. Ffrench, et al., Intervenor-plaintiffs and Double F Hangar Operations, LLC, et al. v. Friendship Homes & Hangars, LLC, Windermere Oaks WSC, et al., Cause No. 48292, 33rd Jud. Dist., Burnet County Dist. Ct.; and b. TOMA Integrity, Inc., et al. v. Windermere Oaks WSC, Cause No. 47531, 33rd Jud. Dist., Burnet County Dist. Ct., on appeal at 6th Ct. of Appeals, No. 06-19-00005-CV.c. Appeal of Attorney General ruling filed in Travis County Court in the case of WOWSC v The Honorable Ken Paxton, Attorney General of Texas, for protection of corporate rights and privileges during ongoing litigation.
 1. Entered session at 7:37PM
 2. Exited session at 8:14PM
 3. Members Comments
 1. Robb Van Eman:
 1. WOWSC attorneys have filed lawsuit against Texas Attorney General. Why did our attorneys sue the Texas Attorney General?
 2. What is the cost to sue the Texas Attorney General? What's in the budget?
 2. John Young: Loan needed to pay-off balloon payment.
 4. Motion made and carried to move this agenda topic up due to length of previous agenda topics and need to meet with lawyers when they are available

13. Consider and/or act on matters reviewed in the immediately preceding Executive Session agenda item.
 1. Joe motioned to move agenda item "Member comments" before Board convened in executive session. Motion carried.
 2. Item B: TOMA filed with the Texas Supreme Court and our WOWSC attorneys responded to the Supreme Court that they will respond as needed (to save cost).
 3. Joe read the following statement:

STATEMENT REGARDING FILING IN TRAVIS COUNTY COURT

This past May, WOWSC received a Public Information Act request that requested our legal invoices from the time period covering the entirety of the WSC's lawsuit with TOMA Integrity.

At the advice of our attorneys, and for the sole purpose of asserting privileges lawfully available to us to protect our position during this litigation, WOWSC requested a ruling from the Attorney General that we could withhold these invoices under those privileges while the lawsuit is ongoing.

This past August, the Attorney General ruled that while we may redact certain information within those invoices, the remainder must be released.

Upon review of this ruling by our legal team, they determined that the Attorney General's office did *not* apply the privileges to the full extent authorized by law, and that compliance with the AG's August ruling would put the WSC at a disadvantage during the remainder of the lawsuit with TOMA Integrity.

Pursuant my authority as Board President and Public Information Officer and at the advice of our legal counsel, I directed our legal team to file an administrative appeal of the August Attorney General ruling to protect the rights of the WSC while the lawsuit remains ongoing.

This is not a new legal proceeding with the Attorney General, but rather an appeal of a staff attorney ruling in a matter now ongoing since May of this year.

The WOWSC board remains in compliance with the Open Meetings Act, and has followed the advice of its attorneys in doing so.

I will not comment any further on the specifics of pending litigation with TOMA Integrity and the interrelated appeal of the Attorney General's ruling, as that is detrimental to our legal rights as a corporation, the parties involved, and the membership.

Again and to be clear, this appeal involving the Attorney General is simply and solely to protect our position during the pendency of the underlying litigation with TOMA Integrity.

Were the request for privileged information to be withdrawn, the appeal of the Attorney General's decision would of course become moot.

Any request for information that *does not* request privileged information (as has been the case with almost all of the 37 PIA requests submitted to the WSC this year) has been processed and will be processed without the involvement of the Attorney General.

However, we cannot afford to jeopardize our legal position while the suit with TOMA Integrity remains ongoing.

The Board certainly finds it unfortunate and regrettable that the public dialogue is not productive, but of course every member should feel free to speak his or her mind as they see fit, and as always, may speak at public comment at any open meeting of the Board.

4. PIA response resolution was read:
 1. Resolution approving and authorizing the continuing defense of the WSC's position of protecting attorney-client privileged information in response to PIA requests, including maintaining all pending appeals in court, at the direction of the Board President/Public Information Officer.
 2. Limited and finite PIA appeals process for attorney client privilege
5. Member comment
 1. Robb Van Eman: Statement from attorney is misleading.
 2. Janey Richardson: Attorney invoices were requested.
 3. Mike Burdette: Throwing away money
 4. Danny Flunker: Filed PIA and sent response to Texas Attorney General
 5. Jade Winters: Should our attorneys file in Burnett County instead of Travis County?
6. Motion made and carried to approve resolution authorizing the continuing defense of the WSC's position of protecting attorney client privileged information in response to PIA requests including maintaining all pending appeals in court at the direction of the Board President/Public Information Officer.

14. FINANCIAL REPORT --Treasurer Mike Nelson to discuss monthly financial reports.

1. Dorothy found a \$1000 error on page 1 of the September report for MM+ (Money Market)
2. September Income: \$36.7K
 1. September Water + Sewer revenue: \$36.3K
 2. Year to date (YTD) Water + Sewer revenue at \$273.3K of YTD budget \$266.3K
 3. YTD Equity Buy-in Fees revenue at \$36.8K versus annual budget \$27.6K
 4. YTD Water & Sewer Taps revenue at \$15.5K versus annual budget \$10.4K
3. September Expenses: \$48.1K
 1. \$23.7K legal fees paid in September
4. September Net Income: (\$11.4K)
5. YTD Net Income: \$73.8K
6. YTD Legal/Appraisal at \$88.4K of annual budget \$38.0K
7. YTD Water + Sewer Repairs at \$20.6K of annual budget \$45.0K
8. September 2019 Metrics:
 1. Debt to Service Coverage Ratio (DSCR): (0.31)
 1. Three month rolling average: 0.93

2. Debt to Capital Ratio: 0.16
 1. Three month rolling average: 0.16
3. Days of Cash on Hand: 219 days
 1. Three month rolling average: 220 days
9. September 2018 Metrics:
 1. DSCR: 0.20
 2. Debt to Capital Ratio: 0.19
 3. Days of Cash on Hand: 187 days
10. Member Comment
 1. Earl Miller: Do we keep income from taps and buy-in fees in separate accounts from WTP & WWTP?
 1. Board response: No
 2. Joe Gimenez: Cash on hand is very positive.
 3. Robb Van Eman: Any financial risk to WOWSC?
 4. Danny Flunker: Insurance did not cover TOMA legal expenses
11. Motion made and carried to accept the September Financial Report noting the \$1000 error on page 1 for MM+
15. ADOPTION OF ELECTION PROCEDURES FOR THE ANNUAL MEMBERS MEETING –Board will consider possible action needed to begin adoption of election procedures for 2020 annual meeting.
 1. Select credentials committee volunteer: Janey Richardson
 2. Motion made and carried for Janey Richardson, Mike Nelson, and Bill Earnest to comprise the credentials committee.
 1. Note: Two of the three Credentials committee members (Bill and Mike) were selected at the March 9 Board meeting. A third member was needed, so the Board accepted Janey Richardson.
16. Comments from citizens and members who have signed sign-up sheet to speak (3-minute limit per person).
 1. Joe Gimenez:
 1. Our WOWSC Bylaws provide in article 8 section 9 for removal of Board Member. Joe read part of the section to meeting attendees, advising that a hearing for removal would occur at a members' meeting and that the next members' meeting was the annual meeting.
 2. Annual Member Meeting is targeted for Saturday, February 1st.
 3. Review with our legal team the removal of a Board Member.
 2. Robb Van Eman:
 1. Bylaws allow members to call a special Member Meeting for removal of a Board Member.
 2. Requested Joe resign.
 3. Danny Flunker:
 1. Requested public comments be placed at beginning of Board meeting agenda.
 2. Provided attorney invoices had redactions.
 4. Sandy Nigh:
 1. Moved here one year ago. Legal fees are a concern.
 2. Requested meetings be moved to the weekends.
 5. Mikki Bertino:
 1. What is the process for members to call a special Members Meetings?
 1. Board's response: In our WOWSC Bylaws, a Majority of Memberships (50% plus one) is needed to call a special Members Meeting.
 2. Requested Board members' vote be entered into the meeting notes when it's not unanimous.
17. New business and discussion and possible action on agenda for next meeting.
 1. Y2020 WOWSC Annual Members Meeting and election procedures next steps
18. Set date, time, and place for next meeting

1. Saturday, October 26th, at 9:00AM

19. Motion made and carried to adjourn at 8:45PM



Submitted by: Mike Nelson

APPROVED BY WOWSC Board on December 19, 2019

Billing Questions: (830) 598-7511 Ext 1
Water or Sewer Emergency: Phone (830) 598-7511 Ext 2

EXHIBIT H



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Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
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Mr. de la Fuente's Direct Line: (512) 322-5849
Email: jdelafuente@lglawfirm.com

January 25, 2019

Via Email: mollym@abdmllaw.com

and Via USPS Regular Mail

Molly Mitchell

ALMANZA, BLACKBURN, DICKIE & MITCHELL, LLP

2301 S. Capital of Texas Highway, Bldg. H

Austin, Texas 78746

Re: Friendship Homes & Hangars, LLC purchase of real property interests
from Windermere Oaks Water Supply Corporation

Dear Molly,

I am writing to you on behalf of my client, the Windermere Oaks Water Supply Corporation ("WOWSC") in connection with real property transactions by Friendship Homes & Hangars, LLC ("Friendship Homes") relating to approximately 10.85 acres of property located on Piper Lane in Spicewood, Texas ("the property"). This letter is sent to you as counsel for Dana Martin and Friendship Homes as a matter of professional courtesy; if you contend that it should be addressed directly to Ms. Martin and/or Friendship Homes, please let me know and we will re-send it as instructed.

As you know, by a contract for sale dated January 19, 2015, closing in early 2016, and continuing until final addendum on February 16, 2017, Friendship Homes purportedly acquired two separate real property interests from WOWSC: 1) title in fee simple to approximately 3.86 acres along the west side of Piper Lane, in Spicewood, Texas, and 2) a "right of first refusal" to purchase an additional approximately 7.01 acres immediately to the west of the purchased property (collectively, "the transactions"). The total price paid by Friendship Homes to WOWSC for both interests was \$203,000.

The circumstances surrounding the transactions are problematic for several reasons.

January 25, 2019

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Self-interested transaction: First and foremost, the managing member of Friendship Homes is Dana Martin. At all times relevant to the transactions, Ms. Martin also was a member of the board of the seller, WOWSC. While she purportedly recused herself from the ultimate vote on a portion of the transaction on December 19, 2015, at all times she remained a member of the board, and by virtue of that office had a fiduciary duty and a duty of loyalty to WOWSC, which requires that there be no conflict between duty and self-interest.

Actions taken in violation of the Texas Open Meetings Act: As a WOWSC Board member, Ms. Martin is charged with knowledge of the requirements of the Texas Open Meetings Act, and knowing that the meeting notice for the December 19, 2015 meeting was legally insufficient, did not speak up or note for the remainder of the Board that the meeting notice did not meet the requisite legal standard. Instead, she allowed her self-interest to be paramount, so that the meeting could go forward and she could enter into a contract for sale of the property. Further, Ms. Martin was surely aware that the purported “right of first refusal” was not mentioned in the meeting notice, and thus could not be considered or acted upon by the WOWSC Board at that meeting without violating the Texas Open Meetings Act. Again, Ms. Martin allowed her self-interest to be paramount, so that the meeting could go forward and she could obtain that right of first refusal, paying no additional consideration for that real property interest. These matters have been litigated, and are the subject of a final judgment in Cause No. 47531, *TOMA Integrity, Inc. v. Windermere Oaks Water Supply Corporation*, in the 33rd District Court of Burnet County, Texas.

Actions regarding improper appraisal: Prior to the transactions, on information and belief, Ms. Martin worked with Jim Hinton to present what was purported to be an objective appraisal of the property to the WOWSC Board (“the Hinton appraisal”) on or about September 1, 2015. This was done so that the WOWSC Board could consider the market value of the property and determine whether to sell the property, and under what price and other terms such transaction should be conducted.

The Hinton appraisal represented that it was intended to comply with all applicable rules and standards, and that its conclusion as to value was to be based on the “Highest and Best Use.” The Hinton appraisal concluded that the present use of the property was “vacant land,” and further concluded that remained the “highest and best use” for the property. The three comparable properties that were analyzed to determine the open market valuation were likewise “vacant land” properties.

Importantly, the property was (and still is) located amidst multiple hangar facilities at a private airport, Spicewood Airport, and had significant frontage on a taxiway for Spicewood Airport. In such circumstances, and considering the factors of legal permissibility, physical possibility, financial feasibility, and maximum

January 25, 2019

Page 3

productivity, the actual highest and best use of the property is for division into multiple airport hangar lots, not simply to be used as "vacant land." Notably, the Hinton appraisal did not take into account any comparable sales of hangar lots in the area. Its improper characterization of the highest and best use of the property, and selection of comparable properties consistent with that improper characterization, resulted in a significant under-valuation of the property. Upon information and belief, these defects violate applicable USPAP standards and render the Hinton appraisal fraudulent, and it was presented to fraudulently induce the WOWSC Board into taking action contrary to the best interests of WOWSC.

The WOWSC Board received the Hinton appraisal for the purpose of evaluating and conducting a potential sale of the property. On information and belief, Ms. Martin was aware of this purpose and intended use when the Hinton appraisal was provided to WOWSC. Also on information and belief, Ms. Martin conferred with Mr. Hinton regarding the appraisal before it was submitted to the WOWSC Board, knew that the actual market value of the property was well above the value presented in the Hinton appraisal, and failed to disclose that information to the WOWSC Board. Upon further information and belief, she was aware that the most likely buyer of the property was an enterprise that she had yet to form, Friendship Homes.

The resulting improper and unfair transactions: In reliance on the appraisal, the WOWSC Board elected to sell approximately 3.86 acres of the property for a price of \$203,000 to Ms. Martin's enterprise, Friendship Homes, realizing a value of just over \$52,000 per acre. In reality, based on the proper highest and best use of airport hangar lots, the value of the 3.86 acres of the property sold was \$700,000, yielding a true value of approximately \$181,000 per acre. In addition, in further reliance on the under-valuation of the property contained in the appraisal, the WOWSC Board also transferred a "right of first refusal" to Ms. Martin's enterprise for the remaining 7.01 acres of the property for no additional consideration, with that transaction being completed on February 16, 2017.

Thus, as a result, the WOWSC Board at the very least sold property with a proper market value of \$700,000 for a price of \$203,000, a difference of \$497,000. As a result of the actions related to the Hinton appraisal, material facts as to the transaction were not disclosed to, and upon information and belief, purposefully concealed from, the WOWSC Board. The resulting transaction, being for a price significantly lower than the proper market value at the time, was not fair to WOWSC. The circumstances above would constitute a breach of Ms. Martin's fiduciary duty to WOWSC as a member of the WOWSC Board. Further, to the extent that the actions of Ms. Martin and Friendship Homes relating to the Hinton appraisal were committed in concert with and with the knowledge of Mr. Hinton, they may give rise to an action for civil conspiracy.

January 25, 2019

Page 4

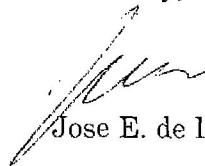
Finally, pursuant to the Unimproved Property Contract and as consideration for the transactions, Friendship Homes agreed to grant a 50-foot easement to run from Piper Lane to the west property line of the 3.86 acres that Friendship Homes acquired in fee simple. An inspection of the Burnet County property records finds no such valid and enforceable easement that has been created or granted to WOWSC, indicating that Friendship Homes has failed to perform this contract obligation. The absence of such easement significantly reduces the value of the remaining property. This works to Friendship Homes' significant advantage; absent an easement, the current market value of the remaining property is quite low, and if WOWSC attempts to sell it for its current reduced market value, Friendship Homes can execute its right of first refusal and acquire that portion of the property for a fraction of its potential value. Friendship Homes can then extend an easement through the property it currently owns, which will dramatically increase the value of the remaining property. Thus, by virtue of actions solely within Ms. Martin's and Friendship Homes' control, they will realize a significant appreciation in value on the property which value properly belongs to WOWSC.

This letter is the WOWSC's Board's notice and demand that you 1) preserve all documents, correspondence, records, and communications (including emails, text messages, and phone records) that you have had with Mr. Hinton or with any past or current member of the WOWSC Board regarding the property, the Hinton appraisal, or the transactions, and 2) to meet and confer promptly with WOWSC through its legal counsel to discuss WOWSC's claims against Ms. Martin and Friendship Homes, and a proper resolution thereof.

Please reply in writing indicating that you understand WOWSC's demands and will preserve all information described above, and will agree to meet and confer with WOWSC through its legal counsel within the next thirty days. In the event that you fail to do so, WOWSC will have no choice but to pursue all available avenues of relief, including pursuing litigation against Ms. Martin and Friendship Homes.

We look forward to your prompt response to this correspondence.

Sincerely,



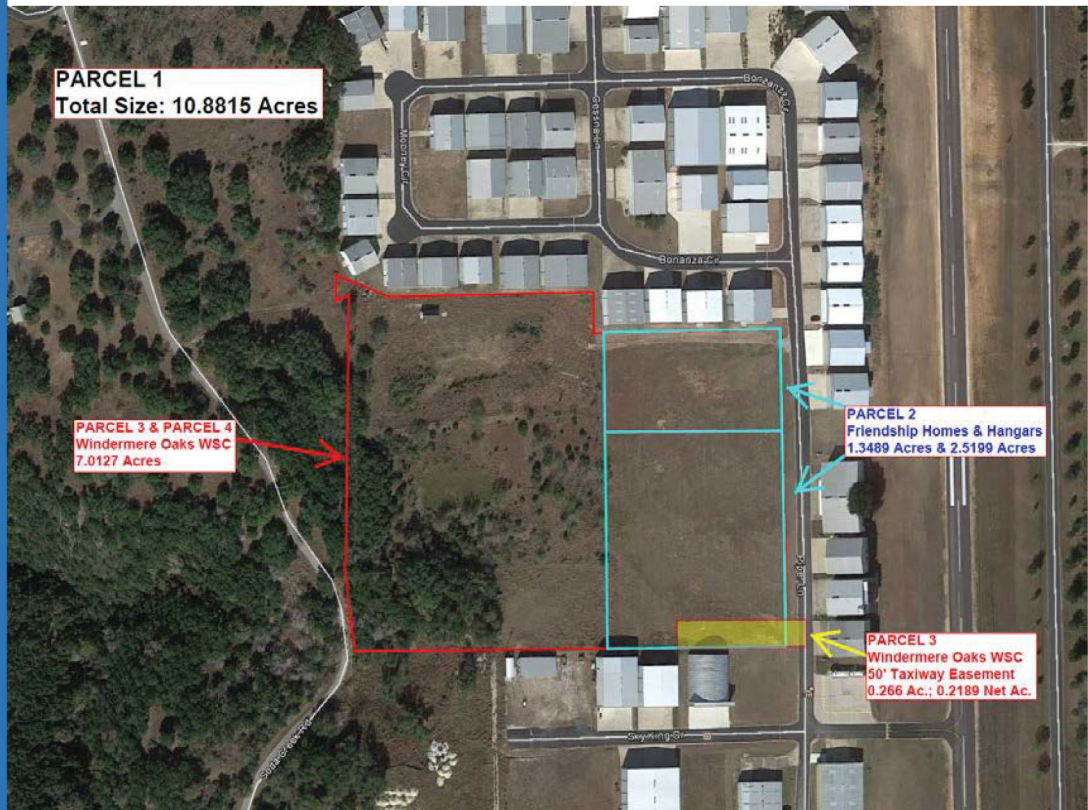
Jose E. de la Fuente

JEF:cad

EXHIBIT I



APPRAISAL REPORT



DECEMBER 3, 2018

APPRAISAL OF FOUR INDIVIDUAL PARCELS WHICH ARE LOCATED ALONG THE WEST SIDE OF PIPER LINE AND THE EAST SIDE OF SODA CREEK ROAD, BURNET COUNTY, TEXAS

PREPARED FOR:

Windermere Oaks Water Supply Corporation
 Double F Hangar Operations, LLC
 c/o Mr. Jose E. de la Fuente
 Lloyd Gosselink Rochelle & Townsend, P.C.
 816 Congress Avenue, Suite 1900
 Austin, Texas 78701

BOLTON REAL ESTATE CONSULTANTS, LTD.
 3103 BEE CAVE ROAD, SUITE 225, AUSTIN, TEXAS 78746 | 512-477-1597
WWW.BOLTON-REAL ESTATE.COM



December 3, 2018

Windermere Oaks Water Supply Corporation
 Double F Hangar Operations, LLC
 c/o Mr. Jose E. de la Fuente
 Lloyd Gosselink Rochelle & Townsend, P.C.
 816 Congress Avenue, Suite 1900
 Austin, Texas 78701

Re: Appraisal of four individual parcels which are located along the west side of Piper Lane and the east side of Soda Creek Road, Burnet County, Texas.

Dear Mr. de la Fuente:

As requested, we have inspected the above-referenced property and considered those factors which we deemed pertinent in arriving at an estimate of market value. We have been asked to determine the market value of the subject property considering the whole tract (± 10.8815 acres), prior to the conveyance of ± 3.8688 acres on March 11, 2016; the market value of the ± 3.8688 acres conveyed on March 11, 2016; and the market value of the remaining ± 7.0127 acres after the conveyance of ± 3.8688 acres, considering access and no access to a taxiway easement located off of Piper Lane. We have conducted a market study of real estate activity in the immediate vicinity of the subject property and analyzed sales, offerings, and other developments which have occurred in the market area. Market Value, as used in this report, is defined (and intended by the appraisers to reflect term of cash or cash equivalency) as being:

The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under duress.¹

Based upon our investigation and analysis, it is our opinion that as of March 11, 2016 (Retrospective), the estimate of market value is as follows:

Opinion of Market Value of the ± 10.8815 Ac. Tract (Parcel 1):	\$1,300,000.00
Opinion of Market Value of the ± 3.8688 Ac. Tract (Parcel 2):	\$ 700,000.00
Opinion of Market Value of the ± 7.0127 Ac. Tract – Taxiway Easement Access (Parcel 3):	\$ 760,000.00
Opinion of Market Value of the ± 7.0127 Ac. Tract – No Taxiway Easement Access (Parcel 4):	\$ 120,000.00

Your attention is directed to the following data which, in part, forms the basis of our conclusions. Should you have any questions, please contact us.

Sincerely,

 A handwritten signature in dark ink, appearing to read 'DR Bolton', is written over a horizontal line.

David R. Bolton, MAI, SREA
 TX-1320117-G

 A handwritten signature in dark ink, appearing to read 'R. Chance Bolton', is written over a horizontal line.

R. Chance Bolton
 TX-1380325-G

¹ Appraisal Institute, The Appraisal of Real Estate, 14th Edition, Page 58

APPRAISAL SUMMARY

Prepared By:	Bolton Real Estate Consultants, Ltd.
Property Owner:	Windermere Oaks Water Supply Corporation; Friendship Homes & Hangars, LLC
Client:	Windermere Oaks Water Supply Corporation; Double F Hangar Operations, LLC
Effective Date of Value:	March 11, 2016 (Retrospective)
Date of the Report:	December 3, 2018
Property Location:	West side of Piper Lane and east side of Soda Creek Road, surrounding the Spicewood Airport, in Burnet County, Texas.
Legal Description:	<p>Parcel 1: ±10.8815 acres situated out of the Maria Salinas Survey No. 17, Abstract No. 776, and also consisting of Tract H1 and H2, Tract H on Piper Lane Subdivision, Burnet County, Texas</p> <p>Parcel 2: ±3.8688 acres consisting of a ±1.3489 acre tract being Tract H1, and a ±2.5199 acre tract being Tract H2, Tract H on Piper Lane Subdivision, Burnet County, Texas</p> <p>Parcel 3: ±7.0127 acres situated out of the Maria Salinas Survey No. 17, Abstract No. 776, and a taxiway easement situated out of Tract H2, Tract H on Piper Lane Subdivision, Burnet County, Texas</p> <p>Parcel 4: ±7.0127 acres situated out of the Maria Salinas Survey No. 17, Abstract No. 776, Burnet County, Texas</p>
Tract Size:	<p>Parcel 1: ±10.8815 acres (473,998 SF)</p> <p>Parcel 2: ±3.8688 acres (168,525 SF)</p> <p>Parcel 3: ±7.0127 acres (305,473 SF)</p> <p>Parcel 4: ±7.0127 acres (305,473 SF)</p>
Improvements:	None of contributory value
Highest and Best Use:	As Vacant: Division of the property into multiple airport hangar lots (Parcel's 1, 2 & 3); Rural residential/recreational (Parcel 4)

IDENTIFICATION OF THE CLIENT

Windermere Oaks Water Supply Corporation
Double F Hangar Operations, LLC
c/o Mr. Jose E. de la Fuente
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

SUBJECT PROPERTY

The subject property is comprised of a total of ± 10.8815 acres that is located along the west side of Piper Lane and the east side of Soda Creek Road, adjoining the Spicewood Airport to the north, south and west, in Burnet County, Texas. We have been asked to estimate an opinion of market value of the entire 10.8815 acres, (Parcel 1), the market value of a total of ± 3.8688 acres conveyed in March of 2016 that is located along the west side of Piper Lane (Parcel 2), the market value of the remaining ± 7.0127 acres considering access to a taxiway easement off of Piper Lane (Parcel 3) and the market value of the remaining ± 7.0127 acres considering no access to the taxiway easement off of Piper Lane (Parcel 4).

INTENDED USERS

The intended user is Windermere Oaks Water Supply Corporation, Double F Hanger Operations, LLC, and/or their authorized agents, and to the extent necessary, the fact finders, judge and/or jury in the case. No other parties are intended users of this appraisal and no such parties should use or rely on this appraisal for any purpose.

INTENDED USE

The intended use of this appraisal report is for the presentation of our opinion of market value of the subject property associated with the lawsuit styled *Toma Integrity v. Windermere Oaks Water Supply Corporation; Cause No. 47531, filed in the 33rd District Court of Burnet County, Texas*. This report is not intended for any other use. The appraiser is not responsible for unauthorized use of this report.

INTEREST VALUED

Fee Simple Interest which is defined by The Appraisal of Real Estate, 14th Addition, as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” This appraisal is made with the understanding that the present ownership of the property is subject to any easements or encroachments of record, current state laws, and local zoning/land use ordinances.

CONTINGENT AND LIMITING CONDITIONS

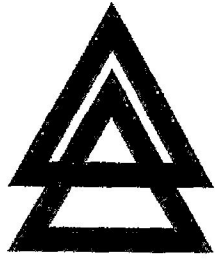
This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. The visual exhibits and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non conformity has been identified, described, and considered in the appraisal.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private

entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

EXHIBIT J



APR CLAIMS

January 30, 2018

VIA EMAIL and CERTIFIED MAIL, RRR TO:

Ms. Dorothy Taylor
President
Windermere Oaks Water Supply
Box 279
Spicewood, Texas 78669

Re: Insured: Windermere Oaks Water Supply Corporation
Insurer: Allied World Specialty Insurance Company
Date of Loss: 10/28/2016
Policy #: 5105-0460-03
Policy Period: 3/17/2016 TO 3/17/2017
Limit of Ins.: \$5,000
Subject: TOMA Integrity, Inc. vs Windermere Oaks Water Supply Corp.
Claim #: 2017001776

RESERVATION OF RIGHTS

Dear Ms Taylor

As a member of the Allied World group of insurance companies, the insurer named in the caption above will be referred to in this letter as "Allied World." Allied World issued a Commercial WaterPlus Package Policy to Windermere Oaks Water Supply Corporation (hereinafter "WOWSC") under policy number 5105-0460-0, which includes Public Official and Management Liability with Employment Practices and Employee Benefits Coverage Form (Claims-Made) (the "POML Coverage Section") for the Policy Period of March 17, 2016 through March 17, 2017 (the "Policy").¹ Allied World has requested and authorized its Third Party Administrator, Network Adjusters, Inc., to evaluate the above-captioned matter on its behalf. Accordingly, this correspondence shall provide Allied World's supplemental coverage position under the Policy in connection with the mandamus pleading filed in Texas State Court styled, *TOMA Integrity, Inc. vs Windermere Oaks Water Supply Corporation*.

We have reviewed the information provided to us along with the relevant provisions of the Policy and completed our coverage investigation. As will be explained in greater detail below, Allied World has

¹ The Policy's other Coverage Parts – Property Coverage, Commercial Crime Coverage, and Commercial General Liability – are inapplicable to this matter, as this loss does not trigger the Insuring Agreements of those Coverage Parts.

determined that the Policy will provide a maximum of \$5,000 in "defense expenses" under Coverage B of the Policy's POML Coverage Section.

This correspondence is directed to you in your capacity as an authorized representative of the above-named Insured for insurance coverage purposes. To the extent that you are not acting on behalf of the Insured with respect to insurance matters, we request that you direct a copy of this letter to the appropriate representative and advise the undersigned accordingly.

To assist you in understanding this coverage analysis, we suggest that you review the Policy along with this letter. This letter does not modify any of the terms and conditions of the Policy. Allied World must reserve its right to decline or limit coverage should any of the exclusions, endorsements, or any other provision of the Policy prove to be applicable.

SUMMARY OF ALLEGATIONS

The summary of facts that follows is based upon the allegations contained within the documents and information received to date. We recognize that those allegations are unsubstantiated at this time, and nothing in this letter is intended to suggest or imply that they have any legal or factual merit.

This matter was originally submitted to us on January 24, 2017, though it was reported as "Record Only." The issue at that time was that, during a Board meeting of the entity, two (2) individuals took issue with the entire Board, upon learning that the Board had sold WOWSC property to a Board member. There was a petition before the Board for their removal of the individual who purchased the property. An analysis was made under both the General Liability Coverage part and the Public Officials Management Liability Policy for a coverage grant. The matter was disclaimed under both coverage parts in a letter to you dated March 22, 2017. This current matter is premised as a derivative claim thereof from the prior claim as to a violation of the Texas Open Meetings Act.

The Petition

A Mandamus pleading was filed as Plaintiff's Original Petition for Mandamus and Discovery Requests in 33rd District Court, Burnet County, under Cause No. 47531 (the "Petition"). This Petition seeks equitable and injunctive relief to void the action and decisions that the Windermere Oaks Water Supply Corporation (WOWSC) to sell a parcel of WOWSC property to a Board member. Plaintiff TOMA Integrity, Inc. filed the Petition against WOWSC in seeking to enforce the application of the Texas Open Meetings Act (TOMA.). The Petition contains One Count for Mandamus/Injunctive Relief.

SUMMARY OF COVERAGE

We direct your attention to certain terms and conditions in the policy of insurance issued by Allied World that have affected coverage in this matter. As you know, the Policy is comprised of multiple coverage parts. Due to the nature of the underlying facts and allegations made therein and based upon the information received to date, it is Allied World's position that analysis of this matter is properly conducted under Insuring Agreement (B) the POML Coverage Section of the Policy. We expressly note that the Commercial General Liability Coverage Section is inapplicable because the Petition does not allege "bodily injury" or "property damage" caused by an "occurrence" or "personal and advertising injury" caused by an offense and, therefore, the insuring agreement for the Commercial General Liability Coverage Section is not met. We further note that coverage under Insuring Agreement (A) of the POML Coverage Section is inapplicable, because the Petition

does not seek "damages", defined to mean monetary damages, arising out of a "claim" for a "wrongful act". If you disagree, or would like us to review this matter under any other coverage section, please contact me.

Please note that the following observations concerning coverage are based on the information presently available, and may be subject to change in the event Allied World becomes aware of additional information.

We direct your attention to the PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE FORM WA-PO 00006 00 (03/12), a part of your Policy which states in pertinent part:

SECTION I. – COVERAGES

C. COVERAGE B. INSURING AGREEMENT – DEFENSE EXPENSES FOR INJUNCTIVE RELIEF

- 1. We will pay those reasonable sums the insured incurs as "defense expenses" to defend against an action for "injunctive relief" because of a "wrongful act," an "employment practices" offense, or an offense in the "administration" of your "employee benefit plans" to which this insurance applies.*

However:

- a. The amount we will pay for "defense expenses" is limited as described in SECTION IV. – LIMITS OF INSURANCE; and*
- b. We have no obligation to arrange for or provide the defense for any action for "injunctive relief."*

No other obligation or liability to pay sums or perform acts or services is covered.

- 2. This insurance applies only if:*

- a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;*
- b. Such action is filed during the policy period; and*
- c. The insured:*
 - (1) First notifies us as soon as practicable after retaining counsel to respond to such action but in no case later than 60 days after the end of the policy period; and*
 - (2) Is reasonably expedient in requesting us to reimburse any "defense expenses" incurred.*

SECTION II. – EXCLUSIONS

This insurance does not apply under either Coverage A or Coverage B to:

5. Attorney's Fees and Court Costs

Any award of court costs or attorney's fees which arises out of an action for "injunctive relief"

19. Violation of Law

"Damages," "defense expenses," costs or loss arising from an insured's willful violation of any federal, state, or local law, rule, or regulation.

27. Profit, Advantage or Remuneration

Any "Damages," "defense expenses," costs or loss based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled.

SECTION VIII. – DEFINITIONS

3. "Claim" means:

- a. written notice, from any party, that it is their intention to hold the insured responsible for "damages" arising out of a "wrongful act" of offence by the insured;
- b. a civil proceeding in which "damages" arising out of an offence or "wrongful act" to which this insurance applies are alleged;
- c. an arbitration proceeding in which "damages" arising out of an offence or "wrongful act" to which this insurance applies are claimed and to which the insured must submit or does submit with our consent;
- d. any other civil alternative dispute resolution proceeding in which "damages" arising out of an offence or "wrongful act" to which this insurance applies are claimed and to which the insured submits with our consent; or
- e. a formal proceeding or investigation with the Equal Employment Opportunity Commission, or with an equivalent state or local agency.

A "claim" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

5. "Damages" means monetary damages**6. "Defense expenses" means reasonable and necessary fees or expenses incurred by or on behalf of the insured for:**

- a. Legal fees charged by the insured's attorney;
- b. Court costs;
- c. Expert witnesses; and
- d. The cost of court bonds, but we do not have to furnish these bonds.

"Defense expenses" do not include:

- (1) Any salaries, charges or fees for any insured, insured's "volunteer workers" or "employees," or former "volunteer workers" or "employees"; or
- (2) Any expenses other than a., b., c. and d. above.

12. "Injunctive relief" means equitable relief sought through a demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against an insured, or order for specific performance by an insured.

25. "Wrongful act" means any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, by any insured in the discharge of their duties for the Named Insured, individually or collectively, that results directly but unexpectedly and unintentionally in "damages" to others.

Based on the foregoing Policy language, and our review of the materials received, the Petition constitutes an action for "injunctive relief" because of a "wrongful act" against an insured during the policy period.

According to the Policy's Declarations, the Policy's POML Coverage Section provides \$5,000 Limit of Insurance for Each Action for Injunctive Relief under Coverage (B). Pursuant to Section IV, Paragraph (2) of the Policy's POML Coverage Section, the Aggregate Limit of Insurance set forth in the Declarations for Coverage (B) applies to all "defense expenses" arising out of all actions for "injunctive relief". Pursuant to Section IV, Paragraph (4), subject to the Aggregate Limit of Insurance, the "Each Action for Injunctive Relief" Limit of Insurance is the most we will pay under Coverage (B) for all "defense expenses" arising out of a single action for "injunctive relief".

Although Allied World has determined that Insuring Agreement (B) responds to this matter, certain provisions in the Policy's POML Coverage Section may also apply to bar or limit coverage for this action. Without intending to be exhaustive or exclusive, Allied World takes this opportunity to briefly identify some of these provisions.

First, in the Petition, Plaintiff seeks equitable and injunctive relief to void the action and decisions that the Windermere Oaks Water Supply Corporation (WOWSC) to sell a parcel of WOWSC property to a Board member. Plaintiff TOMA Integrity, Inc. filed the Petition against WOWSC in seeking to enforce the application of the Texas Open Meetings Act (TOMA.). According to Section II of the Policy's POML Coverage Section Exclusion (27), this insurance does not apply under Coverage (B) to "damages," "defense expense," costs or loss based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled. Because the action for "injunctive relief" is alleged to be based upon or attributable to profit, the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled, this matter falls within the scope of Exclusion (27) and, therefore, Allied World respectfully reserves its rights to limit coverage for this matter pursuant to Exclusion (27).

Second, according to Section II of the Policy's POML Coverage Section, Exclusion (19), this insurance does not apply under Coverage (B) to "damages," "defense expense," cost or loss arising from an insured's willful violation of any federal, state, or local law, rule or regulation. In this matter, Plaintiff asserts violations of TOMA. Given the allegations, Allied World further reserves its rights to limit coverage to the extent the insured willfully violated any federal, state, or local law, rule or regulation.

Third, we note that the Petition seeks attorney's fees. According to Section II of the Policy's POML Coverage Section, Exclusion (5), this insurance does not apply under Coverage (B) to any award of court cost or attorney's fees which arises out of an action for "injunctive relief". Allied World expressly disclaims coverage for any award of attorney's fees which arise out of the Petition.

Lastly, in addition to the foregoing, Allied World continues to reserve its rights, remedies, and defenses, including, without limitation, its right to disclaim or limit coverage as this matter continues to evolve, to the extent that:

1. the parties involved are not insureds;
2. this matter does not involve "wrongful acts";
3. any amounts incurred in connection with do not constitute covered or insurable "damages" or "defense expenses"; and

4. this matter involves covered and uncovered matters or parties.

Please note that Section VI, Condition (6) of the Policy's POML Coverage Section provides that if other valid and collectible insurance is available to the insured for a loss or "defense expenses" we cover under this Coverage Form, this insurance is excess over any of the other insurance and its deductible or self-insured retention provisions, whether primary, excess, contingent or on any other basis. Accordingly, please advise as soon as possible if there are any other insurance carriers that have been placed on notice of this matter. In addition, please forward us copies of any and all other coverage letters issued by any other insurance carrier(s) in connection with this "claim." Allied World expressly reserves its rights related to other insurance.

RESERVATION OF RIGHTS

Based on the above, Allied World will provide coverage for the Petition under a Reservation of Rights. As outlined above, the coverage afforded under Coverage B of the Policy's POML Coverage Section is limited to \$5,000 in "defense expenses". This means that Allied World will pay up to a maximum of \$5,000 in "defense expenses" incurred in connection with the Petition.

Allied World's coverage position addressed herein is based upon the facts currently known, and Allied World will consider and evaluate any additional information you may present to it which you believe to be relevant to its coverage determination.

Please understand that this letter is not intended to provide an exhaustive review of all Policy terms, conditions and exclusions and Allied World expressly reserves its right to rely upon and enforce additional Policy terms when appropriate. Allied World may revise its coverage position and raise any other coverage issues or coverage defenses without prejudice, waiver or estoppel. Furthermore, this letter does not constitute a waiver of any policy provisions or defenses available to Allied World. Allied World expressly reserves all of its rights and defenses under the Policy and applicable law. Additionally, Allied World reserves the right to seek a determination in a court of law regarding any issues of coverage discussed herein as well as those not raised by this letter, but of which Allied World may subsequently become aware.

If you have any questions or concerns regarding Allied World's coverage position or anything stated herein, or if you have additional information which you believe may affect Allied World's coverage position, please do not hesitate to contact the undersigned at 303 221 9676 or by email pflynn@networkadjusters.com

Sincerely,

Pete Flynn

Network Adjusters, Inc.

"Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

NOTE TO COUNSEL: TWO OPINIONS WILL BE REQUIRED FOR THIS LOAN TRANSACTION, A CLOSING OPINION AND POST-CLOSING OPINION. THE CLOSING OPINION DOES NOT REQUIRE THAT YOU ADDRESS COLLATERAL DOCUMENTS AND, THEREFORE, CERTAIN REFERENCES HEREIN AND THE OPINIONS GIVEN IN THE HIGHLIGHTED AREAS ARE NOT INTENDED TO BE INCLUDED IN THE CLOSING OPINION. THE POST-CLOSING OPINION IS REQUIRED TO BE PROVIDED WITHIN 90 DAYS AFTER THE LOAN TRANSACTION CLOSES, AFTER THE COLLATERAL DOCUMENTS ARE COMPLETED, EXECUTED AND RECORDED/FILED. THE POST-CLOSING OPINION BUILDS ON THE CLOSING OPINION AND ADDS REFERENCE TO THE COLLATERAL DOCUMENTS AND MUST INCLUDE THE OPINIONS IN THE HIGHLIGHTED AREAS.

IF YOU HAVE QUESTIONS REGARDING THE FORM OF OPINION OR WOULD LIKE TO HAVE A DISCUSSION, PLEASE CONTACT MARY MAIKOETTER, THE COBANK ATTORNEY HANDLING THIS LOAN TRANSACTION. MARY MAIKOETTER CAN BE REACHED BY EMAIL AT MMAIKOETTER@COBANK.COM AND BY PHONE AT (303) 740-6453. THANK YOU!

OPINION OF COUNSEL

[LETTERHEAD OF BORROWER'S COUNSEL]

[Opinion Date from Counsel]

CoBank, ACB
6340 S. Fiddlers Green Circle
Greenwood Village, CO 80111
Attention: Water Services Banking Division

Re: \$680,000.00 from CoBank, ACB ("**CoBank**") to Windermere Oaks Water Supply Corporation (the "**Borrower**")

To Whom It May Concern:

We have acted as counsel for the Borrower, a nonprofit corporation, in connection with the documentation of the loan(s) described above. In connection with the loan(s), the Borrower has executed and delivered the following documents (collectively, the "**Loan Documents**"):

- Instruction Letter dated July 24, 2020
- Credit Agreement No. 00122964SLA dated as of July 24, 2020
- Single Advance Term Promissory Note No. 00122964T01 dated as of July 24, 2020, in the original principal amount of \$230,000.00
- Single Advance Term Promissory Note No. 00122964T02 dated as of July 24, 2020, in the original principal amount of \$150,000.00
- Multiple Advance Term Promissory Note No. 00122964T03 dated as of July 24, 2020, in the original principal amount of \$300,000.00
- Resolution of the Board of Directors dated _____ authorizing the Loan Documents
- Incumbency Certificate dated _____
- Security Agreement dated as of July 24, 2020

The terms defined in the Agreement and the Promissory Note(s) are used herein as defined therein.

In this connection, we have examined such corporate records, certificates, and other documents and instruments, and such questions of law as we have considered necessary or appropriate for the purposes of this opinion, including the Loan Documents. In our examination, we have assumed that all signatures (other than those of officers of the Borrower) on documents or instruments are genuine, that all documents submitted as originals are authentic, that all documents submitted as copies conform to the originals thereof, and that all documents have been duly authorized, executed, and delivered by each party thereto other than the Borrower.

Based upon the foregoing, and with due regard for such legal and other considerations as we deem appropriate, we are of the opinion that:

1. The Borrower is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, and is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business makes such qualification necessary.
2. The Borrower has all requisite corporate and legal power and authority to own and operate its assets and to carry on its business and to enter into and perform the Loan Documents.
3. All corporate proceedings of the Borrower necessary to be taken in connection with the authorization, execution, delivery and performance of the Loan Documents have been duly taken and all such authorizations are presently in effect.
4. Each Loan Document has been duly executed and delivered by the Borrower and constitutes the valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as enforceability may be limited: (A) by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the rights of creditors generally; and (B) by general equitable principles which may limit the right to obtain the remedy of specific performance of obligation other than the obligation to pay money.
5. The execution, delivery, and performance by the Borrower of the Loan Documents do not and will not: (A) violate any provision of any law, rule or regulation, any judgment, order or ruling of any court or governmental agency, articles of organization, articles of incorporation, other charter documents, bylaws or operating agreement, as applicable, of the Borrower, or any agreement, indenture, mortgage, or other instrument to which the Borrower is a party or by which the Borrower or any of its properties is bound; or (B) be in conflict with, result in a breach of, or constitute with the giving of notice or passage of time, or both, a default under any such agreement, indenture, mortgage, or other instrument.
6. No consent, permission, authorization, order or license of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of the Loan Documents, except such as have been obtained and are in full force and effect.
7. To the best of our knowledge, there are no actions, suits, or proceedings affecting the Borrower or any of its assets pending or threatened before any governmental entity which: (A) if adversely decided could have a material adverse effect on the Borrower's condition, financial or otherwise, operations, properties or business, or on its ability to perform its obligations under the Loan Documents; or (B) seeks to rescind, terminate, modify, or suspend any consent, permission, authorization, order or license of any governmental authority referred to in paragraph 6 above.
8. The Security Agreement: (A) creates a valid security interest in the "Collateral" (as defined in the Security Agreement), and secures the payment of all obligations stated to be secured thereby; (B) a financing statement has been duly filed or recorded in all places required by law in order to accord CoBank a duly perfected lien and security interest on all Collateral in which a lien may be

perfected by filing or recording, and any applicable filing/recording tax and documentary stamp taxes have been duly paid; and (C) accords CoBank (subject only to exceptions approved in writing by CoBank) a duly perfected first priority lien and security interest on all Collateral referred to in (B) above.

As to matters of law, we limit our opinion to the laws of the State of Texas and the laws of the United States of America and our opinions are limited to the facts and law in existence on the date of this opinion and at no subsequent time. We note that certain of the Loan Documents purport to be governed by Colorado law. For purposes of giving the opinions set forth above, we have assumed that Colorado Law is the same law as the State of Texas.

Very truly yours,

ORIGIN ID: APAA (303) 740-6533 QUIN BOWMAN COBANK 6340 S. FIDDLERS GREEN CIR. GREENWOOD VILLAGE, CO 80111 UNITED STATES US	SHIP DATE: 24 JUL 20 ACTWGT: 0.50 LB CAD: 107372450/INET4280
TO DAPHNE SATRIANO COBANK 6340 S FIDDLERS GREEN CIR.	
GREENWOOD VILLAGE CO 80111 (303) 740-6533 REF: 2315 INV: DEPT: 2315 PO:	

TRK# 7710 8961 6491 0201 72 APAA 80111 CO-US DEN	MON - 27 JUL 10:30A PRIORITY OVERNIGHT
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56BJ3/C6A6/B766

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3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

UCC Summary Report

CORPORATION SERVICE COMPANY™

801 Adlai Stevenson Drive
Springfield, IL 62703-4261

Ph: (800) 858-5294
Fx: (800) 345-6059

Order Number: 186336677

Search Date: 6/12/2020

Account Number: 323830

Subject: Windermere Oaks Water Supply Corporation

Collateral ID: N/A

Criteria: Win Oak Wat Sup

CIF#: 00122964

Cost Center: 2315

Total Records Found: 18

Results for Texas UCC Search By Company Name - Active
Search results in this jurisdiction include UCC records and
Federal Tax Liens (only on company names).

Current as of: 6/2/2020

GroupID	Filing Number	Category	Filing Date	Exp Date	Debtor Name	Secured Party
0001.001	70012197845	UCC1	4/12/2007	4/12/2022	WINDERMERE OAKS WATER SUPPLY CORPORATION 205 SODA CREEK ROAD SPICEWOOD, TX 78669	AMERICAN BANK OF TEXAS 2011 TEXOMA PARKWAY SHERMAN, TX 75090
		UCC1	4/12/2007	4/12/2022	WINDERMERE OAKS WATER SUPPLY CORPORATION 205 SODA CREEK ROAD SPICEWOOD, TX 78669	AMERICAN BANK OF TEXAS, N.A. P O BOX 888 MARBLE FALLS, TX 78654
0001.002	1200104265	CON	4/4/2012	4/12/2022		
0001.003	1400076821	MISC	3/11/2014	4/12/2022		
0001.004	1600351466	CON	10/25/2016	4/12/2022		
0002.001	70012597263	UCC1	4/16/2007	4/17/2022	WINDERMERE OAKS WATER SUPPLY CORPORATION PO BOX 279 SPICEWOOD, TX 78669	AMERICAN BANK OF TEXAS 2011 TEXOMA PARKWAY SHERMAN, TX 75090
		UCC1	4/16/2007	4/17/2022	WINDERMERE OAKS WATER SUPPLY CORPORATION PO BOX 279 SPICEWOOD, TX 78669	AMERICAN BANK OF TEXAS, N.A. PO BOX 888 MARBLE FALLS, TX 78654
0002.002	1200104287	CON	4/4/2012	4/17/2022		

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Results for Texas UCC Search By Company Name - Active

Subject: Windermere Oaks Water Supply
Corporation

Search Criteria: Win Oak Wat Sup

GroupID	Filing Number	Category	Filing Date	Exp Date	Debtor Name	Secured Party
0002.003	1400076820	MISC	3/11/2014	4/17/2022		
0002.004	1600351467	CON	10/25/2016	4/17/2022		
0003.001	70012597374	UCC1	4/16/2007	4/17/2022	WINDERMERE OAKS WATER SUPPLY CORP P O BOX 279 SPICEWOOD, TX 78669	AMERICAN BANK OF TEXAS 2011 TEXOMA PARKWAY SHERMAN, TX 75090
		UCC1	4/16/2007	4/17/2022	WINDERMERE OAKS WATER SUPPLY CORP P O BOX 279 SPICEWOOD, TX 78669	AMERICAN BANK OF TEXAS, N.A. P O BOX 888 MARBLE FALLS, TX 78654
		UCC1	4/16/2007	4/17/2022	WINDERMERE OAKS WATER SUPPLY CORPORATION 424 COVENTRY RD SPICEWOOD, TX 786693119	AMERICAN BANK OF TEXAS 2011 TEXOMA PARKWAY SHERMAN, TX 75090
		UCC1	4/16/2007	4/17/2022	WINDERMERE OAKS WATER SUPPLY CORPORATION 424 COVENTRY RD SPICEWOOD, TX 786693119	AMERICAN BANK OF TEXAS, N.A. P O BOX 888 MARBLE FALLS, TX 78654
0003.002	1200104289	CON	4/4/2012	4/17/2022		
0003.003	1400076817	MISC	3/11/2014	4/17/2022		
0003.004	1400076818	MISC	3/11/2014	4/17/2022		
0003.005	1600351468	CON	10/25/2016	4/17/2022		

End of Report

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] American Bank of Texas NA 830-693-3676
B. SEND ACKNOWLEDGMENT TO: (Name and Address) American Bank of Texas NA Linda Barnhill PO Box 888 Marble Falls, TX 78654-0000 USA

FILING NUMBER: 07-0012197845

FILING DATE: 04/12/2007 11:02 AM

DOCUMENT NUMBER: 166769200002

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
OR	1a. ORGANIZATION'S NAME WINDERMERE OAKS WATER SUPPLY CORPORATION			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 205 SODA CREEK ROAD		CITY SPICEWOOD	STATE TX	POSTAL CODE 78669
1d. TAX ID# SSN OR EIN	ADD'L DEBTOR INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. ORG JURISDICTION TEXAS	1g. ORG. ID #, if any 0137700801 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID# SSN OR EIN	ADD'L DEBTOR INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. ORG JURISDICTION	2g. ORG. ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
OR	3a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS, N.A.			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P O BOX 888		CITY MARBLE FALLS	STATE TX	POSTAL CODE 78654
4. This FINANCING STATEMENT covers the following collateral: ALL EQUIPMENT, MACHINERY, FIXTURES, ACCOUNTS AND ACCOUNTS RECEIVABLE NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND ALL ATTACHMENTS, ACCESSIONS, ADDITIONS, SUBSTITUTIONS AND REPLACEMENTS THEREOF, AS USED BY DEBTOR FOR ITS WATER TREATMENT AND DISBRIBUTING FACILITIES, AND ITS WASTEWATER TREATMENT AND DISTRIBUTION FACILITIES, INCLUDING BUT NOT LIMITED TO THAT LOCATED AND BEING KEPT ON THE PROPERTY DISCRIBED IN THE ATTACHED EXHIBITS; ALL PERMITS, EASEMENTS, LICENSES, CONTRACTS, NOW OWNED OR HEREAFTER ACQUIRED BY WINDERMERE OAKS WATER SUPPLY CORPORATION, INCLUDING IN PARTICULAR ANY WATER SUPPLY CONTRACTS WITH THE LOWER COLORADO RIVER AUTHORITY OF THE STATE OF TEXAS, AND ALL AFTER ACQUIRED COLLATERAL OF THE SAME CLASSIFICATION, AND ALL PROCEEDS THEREFROM.				
5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]		
8. OPTIONAL FILER REFERENCE DATA				

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

American Bank of Texas NA 830-693-3676

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

American Bank of Texas NA
 Holly Whittenburg
 PO Box 888
 Marble Falls, TX 78654-0000
 USA

FILING NUMBER: 12-00104265**FILING DATE:** 04/04/2012 10:11 AM**DOCUMENT NUMBER:** 415913350002**FILED:** Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 07-0012197845		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.		
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.				
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. A so check <u>one</u> of the following three boxes <u>and</u> provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6; also give new name and/or new address in item 7. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c.				
6. CURRENT RECORD INFORMATION:				
OR	6a. ORGANIZATION'S NAME			
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
OR	7a. ORGANIZATION'S NAME			
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
7d. TAX ID#: SSN OR EIN	ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION	7f. ORG JURISDICTION	7g. ORG. ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box Describe collateral <input checked="" type="checkbox"/> No change <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.				
OR	9a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS, N.A.			
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA WINDERMERE OAKS WATER SUPPLY CORPORATION - 17160100				

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 USA

FILING NUMBER: 14-00076821

FILING DATE: 03/11/2014 04:14 PM

DOCUMENT NUMBER: 533354200001

FILED: Texas Secretary of State

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1a. INITIAL FINANCING STATEMENT FILE NUMBER 07-0012197845		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9. For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8			
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes. This Change affects <input type="checkbox"/> Debtor <u>or</u> <input checked="" type="checkbox"/> Secured Party of record. <u>AND</u> Check <u>one</u> of these three boxes to: <input checked="" type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS, N.A.			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS			
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7c. MAILING ADDRESS 2011 TEXOMA PARKWAY		CITY SHERMAN	STATE TX
		POSTAL CODE 75090	COUNTRY USA
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Debtor: WINDERMERE OAKS WATER SUPPLY CORPORATION [85027582]			

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 USA

FILING NUMBER: 16-00351466

FILING DATE: 10/25/2016 02:57 PM

DOCUMENT NUMBER: 696027680001

FILED: Texas Secretary of State

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1a. INITIAL FINANCING STATEMENT FILE NUMBER 07-0012197845		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9. For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8			
4. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes. This Change affects <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record. <u>AND</u> Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS			
OR			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Debtor: WINDERMERE OAKS WATER SUPPLY CORPORATION - 8001111555 ALL [122938137]			

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dianna Obersteller 830/798-5253
B. SEND ACKNOWLEDGMENT TO: (Name and Address) American Bank of Texas, N.A. P. O. Box 888 Marble Falls, Texas 78654

07-0012597263

04/16/2007 05:00 PM



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TEXAS
SECRETARY OF STATE

SOS



167093220002

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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME WINDERMERE OAKS WATER SUPPLY CORPORATION					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 205 Soda Creek Road P.O. Box 279			CITY Spicewood	STATE TX	POSTAL CODE 78669
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION State of Texas	1g. ORGANIZATIONAL I.D.#, if any 0137700801	<input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL I.D. #, if any	<input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS, N.A.					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P. O. Box 888			CITY Marble Falls	STATE TX	POSTAL CODE 78654

4. This FINANCING STATEMENT covers the following collateral:

All equipment, machinery, fixtures, accounts and accounts receivable now owned or hereafter acquired by the Debtor, wherever located, and all attachments, accessions, additions, substitutions and replacements thereof, as used by Debtor for its water treatment and distributing facilities, and its wastewater treatment and distribution facilities, including but not limited to that located and being kept on the property described in the attached Exhibits; all permits, easements, licenses, contracts, now owned or hereafter acquired by Windermere Oaks Water Supply Corporation, including in particular any water supply contracts with the Lower Colorado River Authority of the State of Texas, and all after acquired collateral of the same classification, and all proceeds therefrom.

5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOB <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. UEN <input type="checkbox"/> NON-UCC FILING					
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA					

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

American Bank of Texas NA 830-693-3676

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

American Bank of Texas NA
 Holly Whittenburg
 PO Box 888
 Marble Falls, TX 78654-0000
 USA

FILING NUMBER: 12-00104287**FILING DATE:** 04/04/2012 10:19 AM**DOCUMENT NUMBER:** 415913350005**FILED:** Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
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1a. INITIAL FINANCING STATEMENT FILE # 07-0012597263		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.		
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.				
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. A so check <u>one</u> of the following three boxes <u>and</u> provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6; also give new name and/or new address in item 7. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c.				
6. CURRENT RECORD INFORMATION:				
OR	6a. ORGANIZATION'S NAME			
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
OR	7a. ORGANIZATION'S NAME			
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
7d. TAX ID#: SSN OR EIN	ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION	7f. ORG JURISDICTION	7g. ORG. ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box Describe collateral <input checked="" type="checkbox"/> No change <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.				
OR	9a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS, N.A.			
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA WINDERMERE OAKS WATER SUPPLY CORPORATION - 17160100				

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 USA

FILING NUMBER: 14-00076820

FILING DATE: 03/11/2014 04:14 PM

DOCUMENT NUMBER: 533354180001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 07-0012597263		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9. For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8			
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes. This Change affects <input type="checkbox"/> Debtor <u>or</u> <input checked="" type="checkbox"/> Secured Party of record. <u>AND</u> Check <u>one</u> of these three boxes to: <input checked="" type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS, N.A.			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS			
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7c. MAILING ADDRESS 2011 TEXOMA PARKWAY		CITY SHERMAN	STATE TX
		POSTAL CODE 75090	COUNTRY USA
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME AMERICAN BANK OF TEXAS			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Debtor: WINDERMERE OAKS WATER SUPPLY CORPORATION [85027246]			

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