

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 000000000200234

Amount: U.S. \$ 222,500.00 (two hundred and twenty two thousand five hundred dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on May 23, 2016 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

STONEWALL RANCHES

Entity Type: Limited Liability Company
PO Box 3300
San Angelo, TX 76902-3300

DAVID R CURRIE

PO Box 3300
San Angelo, TX 76902-3300

GARY D ELLISTON

9206 Westview Circle
Dallas, TX 75231

BENEFICIARY:

TOM GREEN COUNTY COMMISSIONER'S COURT

Entity Type: Corporation
113 W Beaugard Ave # 2
San Angelo, TX 76903-5834

ISSUER:

TEXAS STATE BANK, SAN ANGELO, TEXAS

PO Box 3186
San Angelo, TX 76902

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Texas State Bank, San Angelo, Texas Letter of Credit No. 000000000200234 dated May 23, 2016." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is 10. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

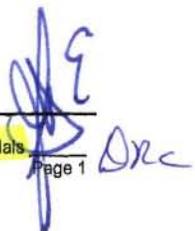
A. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 5:00 PM Central Time (Time) on January 23, 2018 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. NON-TRANSFERABLE. This Letter of Credit is not transferable.

6. APPLICABLE LAW. This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of Texas, except as those laws conflict with the UCP.

Handwritten initials 'DRC' and a signature in blue ink.

ISSUER:

Texas State Bank, San Angelo, Texas

By Libby Clark
Libby Clark

Date 6/1/16

AC
ARC

PERFORMANCE AGREEMENT

I, David Currie, Managing Partner, of Stonewall Ranches, A Texas Partnership. (Company) do hereby agree that the plat of Stonewall Fields – Section One, (Subdivision) that has been approved by the Tom Green County Commissioner's Court of Tom Green County, Texas, may be recorded with the Tom Green County Clerk provided that I have deposited with the County Clerk one of the following forms guaranteeing that all such improvements will be constructed within eighteen (18) months of the date of such guarantee. The form of the guarantee of performance shall be in the full amount equal to the cost estimate prepared and sealed by the Project Engineer in one of the following: (1) a performance bond; (2) an irrevocable letter of credit; (3) cash or cashier's check.

I further agree that the amount of such guarantee or portion thereof remaining shall be forfeited should I cease to do business in this state, if I file a petition in bankruptcy, or if I repudiate this agreement by my words or actions.

In any event, I fully understand and agree that, in addition to the requirements for a performance bond, irrevocable letter of credit and/or cash or cashier's check deposit, that I, the undersigned sub-divider and my heirs, or assigns, successors, or subsequent purchasers having any right, title, or interest in the property described as the aforementioned subdivision, or any part thereof, shall be liable to Tom Green County that all site improvements will be completed within the time provided herein; except, however, that should the completion of such site improvements be delayed by reason of strikes, riots, acts of God, acts of the public enemy, injunction or other court action, or any other cause similar to those enumerated beyond my reasonable control, I shall be entitled to an extension of time equal to the time of such delay, which extension of time is to be fixed finally by written certificate made by the County Clerk, it being expressly declared that no such

allowance of time will be made unless claimed by me and allowed and certified in writing by the County Clerk at the end of each period of such delay.

I further fully understand and agree that if, at any time, construction of such site improvements has not been completed and the amount provided by the performance bond, letter of credit, cash, cashier's check, or funds deposited or otherwise is no longer sufficient to cover the cost of completion of the site improvements, upon written notification of same to me by the County Clerk, I shall immediately file with the County Clerk one of the above forms of performance guarantees, in an amount equal to the cost estimate of completing such site improvements, and shall complete construction of such site improvements within the time provided herein. In addition, I further fully understand and agree that, until such time as the site improvements have been satisfactorily completed or such additional guarantees as required by the County have been provided, the County Clerk may refuse to accept a performance guarantee, under any form, which is related to the plat of a subdivision subsequently filed with the County Clerk in which I have a principal or subsidiary interest. Such a plat once it has been approved by the Tom Green County Commissioner's Court may be recorded only by the prior completion and acceptance by the County of the required site improvements.

This agreement and any subsequent agreement covering one or more of the forms of guarantee of performance shall be interpreted under the laws of the State of Texas.

EXECUTED this 1st day of June, 2014.

SUBDIVIDER – Stonewall Ranches, A Texas Partnership

BY: David R Currie
David Currie

TITLE: Managing Partner

MAILING ADDRESS: P.O. Box 3300

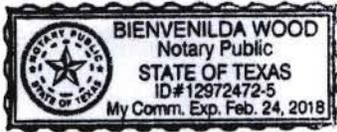
San Angelo, Texas 76902

THE STATE OF TEXAS }

COUNTY OF TOM GREEN }

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared David Currie, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of June, 20 16.



Bienvenida Wood
(Name)
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires 2-24-18

ATTACHMENT A
TO PERFORMANCE AGREEMENT
ESTIMATE OF CONSTRUCTION COST

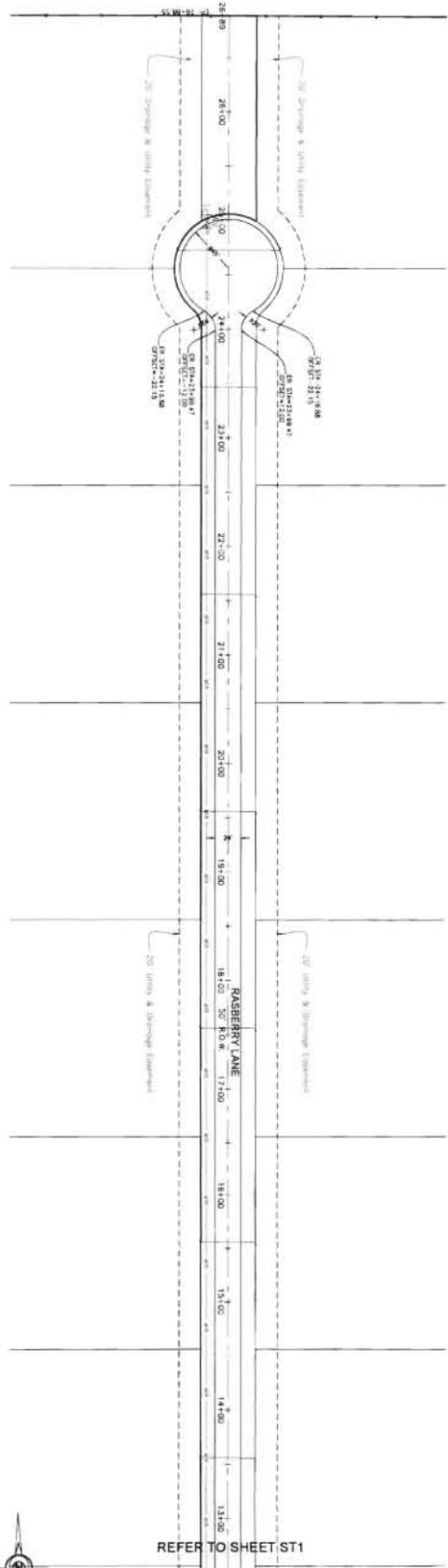
COVERING: STONEWALL RANCHES – SECTION ONE

TYPE OF SITE IMPROVEMENTS: ESTIMATED COST

1) Streets: 2480 L.F. 24' Wide County Road, \$ 222,500

Drainage ditches and signage

TOTAL: \$ 222,500



REFER TO SHEET ST1

