

Prepared by, and after recording, return to:
Chicago Title Insurance Company
2828 Routh Street, Suite 800
Dallas, Texas 75201
Attn: Joycelyn Armstrong
G.F. No. _____

RELEASE OF MEMORANDUM OF ENVIRONMENTAL REMEDIATION AGREEMENT

This Release of Memorandum of Environmental Remediation Agreement (the "**Release**") is executed as of May __, 2013, by **CBIC COPPELL LAND, LLC**, a Texas limited liability company ("**CBIC**"), **CYPRESS WATERS LAND A, LTD.**, a Texas limited partnership ("**Cypress A**"), **CYPRESS WATERS LAND B, LTD.**, a Texas limited partnership ("**Cypress B**"), **CYPRESS WATERS LAND C, LTD.**, a Texas limited partnership ("**Cypress C**", and, together with CBIC, Cypress A, and Cypress B, the "**Billingsley Parties**"), the **CITY OF COPPELL, TEXAS** ("**Coppell**") and **LUMINANT GENERATION COMPANY LLC**, a Texas limited liability company ("**Luminant**").

RECITALS:

A. Luminant entered into the Environmental Remediation Agreement with CBIC dated as of November 21, 2008 (the "**Remediation Agreement**") and executed a Memorandum of Environmental Remediation Agreement dated November 21, 2008 (the "**Memorandum**"), which was recorded in the Real Property Records of Dallas County, Texas on November 24, 2008, which recording information is more particularly described as follows: Instrument No. 20080370214.

B. Through a series of conveyances of the property affected by the Remediation Agreement, CBIC assigned or purported to assign all or a portion of its interests under the Remediation Agreement to Cypress A, Cypress B, and Cypress C.

D. Cypress A purported to assign a portion of its interest in the Remediation Agreement to Coppell pursuant to a Non-Exclusive Assignment of Environmental Remediation Agreement dated November 21, 2008.

E. Luminant, the Billingsley Parties, and Coppell are executing this Release of Memorandum of Environmental Remediation Agreement for the purpose of terminating the Memorandum and giving third parties notice that the Remediation Agreement has been satisfied in full and has been released, cancelled and terminated.

AGREEMENTS:

NOW, THEREFORE, Luminant, the Billingsley Parties and Coppell hereby agree as follows:

1. **Termination of Remediation Agreement and Memorandum.** Luminant, the Billingsley Parties and Coppell hereby agree and acknowledge that the Remediation Agreement (including all indemnification, remediation and restoration obligations thereunder) has been satisfied in full and has been released, cancelled and terminated. In addition, Luminant, the Billingsley Parties and Coppell hereby terminate the Memorandum.
2. **Representations of Billingsley Parties.** Each of the Billingsley Parties hereby represents and warrants to Luminant that (a) it has not conveyed, assigned or otherwise transferred (i) the "**Property**" (as defined in the Memorandum) or any interest therein or (ii) the Remediation Agreement or any interest therein to any third party other than Coppell, (b) each party to which any portion of the Property or any interest therein or the Remediation Agreement or any interest therein has been assigned by any of the Billingsley Parties is a party to this Release and (c) there are no third party beneficiaries to the Remediation Agreement arising by, through or under any of the Billingsley Parties.

3. **Representations of Coppel.** Coppel hereby represents and warrants to Luminant that that (a) it has not conveyed, assigned or otherwise transferred the "Property" (as defined in the Memorandum) or any interest therein or the Remediation Agreement or any interest therein and (b) there are no third party beneficiaries to the Remediation Agreement arising by, through or under Coppel.
4. **Binding Effect; Counterparts.** This Release shall be binding upon Luminant, Coppel and the Billingsley Parties and their respective successors and assigns and shall be governed by the laws of the State of Texas. This Release may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed as of the date first above written.

CBIC:

CBIC COPPELL LAND, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____, _____ of CBIC Coppel Land, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

CYPRESS A:

CYPRESS WATERS LAND A, LTD., a Texas limited partnership

By: _____, a _____, its

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

CYPRESS B:

CYPRESS WATERS LAND B, LTD., a Texas limited partnership

By: _____, a _____, its

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of _____, a _____, on behalf of
said _____.

Notary Public, State of Texas

CYPRESS C:

CYPRESS WATERS LAND C, LTD., a Texas limited partnership

By: _____, a _____, its

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of _____, a _____, on behalf of
said _____.

Notary Public, State of Texas

COPPELL:

THE CITY OF COPPELL, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of _____, a _____, on behalf of
said _____.

Notary Public, State of Texas

LUMINANT:

LUMINANT GENERATION COMPANY LLC, a Texas
limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of Luminant Generation Company LLC, a Texas limited liability company, on behalf of said
limited liability company.

Notary Public, State of Texas

Prepared by, and after recording, return to:
Chicago Title Insurance Company
2828 Routh Street, Suite 800
Dallas, Texas 75201
Attn: Joycelyn Armstrong
G.F. No. _____

RELEASE OF MEMORANDUM OF LEASE

This Release of Memorandum of Lease (the "**Release**") is executed as of May __, 2013, by CBIC COPPELL LAND, LLC, a Texas limited liability company ("**CBIC**"), CYPRESS WATERS LAND A, LTD., a Texas limited partnership ("**Cypress A**"), CYPRESS WATERS LAND B, LTD., a Texas limited partnership ("**Cypress B**"), CYPRESS WATERS LAND C, LTD., a Texas limited partnership ("**Cypress C**", and, together with CBIC, Cypress A, and Cypress B, the "**Billingsley Parties**"), the CITY OF COPPELL, TEXAS ("**Coppell**", and, together with the Billingsley Parties, "**Landlord**") and LUMINANT GENERATION COMPANY LLC, a Texas limited liability company ("**Tenant**").

RECITALS:

A. Tenant entered into the Facilities and Operations Lease with the Billingsley Parties dated as of November 21, 2008 (the "**Lease**"), for the lease of the real property described therein and the Billingsley Parties and Tenant executed a Memorandum of Lease dated November 21, 2008 (the "**Memorandum**"), which was recorded in the Real Property Records of Dallas County, Texas (the "**Real Property Records**") on November 24, 2008, which recording information is more particularly described as follows: Instrument No. 20080370215.

B. Cypress A, Cypress B and Cypress C assigned a portion of their interest in the Lease to Coppell pursuant to a Non-Exclusive Assignment of Facilities and Operations Lease dated September [undated], 2011.

C. Tenant and Landlord are executing this Release of Memorandum of Lease for the purpose of terminating the Memorandum and giving third parties notice that the Lease has been satisfied in full and has been released, cancelled and terminated.

AGREEMENTS:

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. **Termination of Lease and Memorandum.** Landlord and Tenant hereby agree and acknowledge that the Lease (including all indemnification, remediation and restoration obligations thereunder) has been satisfied in full and has been released, cancelled and terminated. In addition, Landlord and Tenant hereby terminate the Memorandum.
2. **Representations of Billingsley Parties.** Each of the Billingsley Parties hereby represents and warrants to Tenant that (a) it has not conveyed, assigned or otherwise transferred (i) the properties described in Exhibit "A" through Exhibit "D" of the Memorandum (the "**Property**") (other than an option to purchase the "Inlet Properties" pursuant to that certain Purchase Option Contract dated October 3, 2008, a memorandum of which is recorded in the Real Property Records as Instrument No. 20080370217), or any interest therein or (ii) the Lease or any interest therein, to any third party other than Coppell, (b) each party to which any portion of the Property or any interest therein or the Lease or any interest therein has been assigned by any of the Billingsley Parties is a party to this Release and (c) there are no third party beneficiaries to the Lease arising by, through or under any of the Billingsley Parties.

3. **Representations of Coppell.** Coppell hereby represents and warrants to Tenant that that (a) it has not conveyed, assigned or otherwise transferred the Property or any interest therein or the Lease or any interest therein and (b) there are no third party beneficiaries to the Lease arising by, through or under Coppell.
4. **Binding Effect; Counterparts.** This Release shall be binding upon Landlord and Tenant and their respective successors and assigns and shall be governed by the laws of the State of Texas. This Release may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed as of the date first above written.

LANDLORD:

CBIC COPPELL LAND, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____, _____ of CBIC Coppel Land, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

CYPRESS WATERS LAND A, LTD., a Texas limited partnership

By: _____, a _____, its _____
By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

CYPRESS WATERS LAND B, LTD., a Texas limited partnership

By: _____, a _____, its

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of _____, a _____, on behalf of
said _____.

Notary Public, State of Texas

CYPRESS WATERS LAND C, LTD., a Texas limited partnership

By: _____, a _____, its

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of _____, a _____, on behalf of
said _____.

Notary Public, State of Texas

THE CITY OF COPPELL, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of _____, a _____, on behalf of
said _____.

Notary Public, State of Texas

TENANT:

LUMINANT GENERATION COMPANY LLC, a Texas
limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by _____,
_____ of Luminant Generation Company LLC, a Texas limited liability company, on behalf of said
limited liability company.

Notary Public, State of Texas

After recording return to:

Chicago Title Insurance Company

2828 Routh Street, Suite 800

Dallas, Texas 75201

Attn: Joycelyn Armstrong

G.F. Nos. 4712003112; 4712002423; and _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("**Settlement Agreement**") is entered into by and between Luminant Generation Company LLC ("**Luminant**") and the City of Coppell, Texas ("**Coppell**"). Luminant and Coppell are at times collectively referred to herein as the "**Parties**" or individually referred to as a "**Party**."

RECITALS:

A. Pursuant to (i) the Agreement for Purchase and Sale of Real Property (North Sliver Tract), entered into on September 4, 2008, by and between Luminant and Crow-Billingsley Investment Company ("**CBIC**"), as amended and assigned (the "**North Sliver PSA**") and (ii) the Agreement for Purchase and Sale of Real Property (Storage Tract, North Tract, East Tracts 1A, 1B, and 1C and the Pump Station Tract), entered into on September 4, 2008, by and between Luminant and CBIC, as amended and assigned (the "**Lake, Dam and North Tract PSA**" and, together with the North Sliver PSA, the "**2008 PSAs**"), and those Special Warranty Deeds executed and recorded in the Real Property Records of Dallas County, Texas (the "**Real Property Records**") in conjunction with each of the 2008 PSAs (the "**2008 Deeds**"), Luminant conveyed to certain affiliates of CBIC those certain tracts of real property located in Dallas County, Texas and referred to herein as the "**North Sliver Tract**", "**East Tract 1B**" and "**Storage Tract**" and agreed to convey other tracts of real property located in Dallas County, Texas to affiliates of CBIC (the "**Second Closing Tracts**"). Subsequently, pursuant to that certain Contract of Purchase and Sale In Lieu of Eminent Domain dated October 2, 2008 (as amended, the "**Coppell PSA**") and those Special Warranty Deeds executed and recorded in the Real Property Records in conjunction with the Coppell PSA (the "**Coppell Deeds**"), CBIC Coppell Land LLC ("**CBIC Land**") and Cypress Waters Land A, Ltd. ("**Cypress A**") conveyed the North Sliver Tract, East Tract 1B and Storage Tract to Coppell, and agreed to sell the Second Closing Tracts to Coppell. Cypress A purported to terminate the Lake, Dam and North Tract PSA and Coppell terminated the Coppell PSA. The 2008 Deeds and the Coppell Deeds are listed on Exhibit A attached hereto.

B. Pursuant to the 2008 PSAs and another purchase and sale agreement, CBIC Land, Cypress A, Cypress Waters Land B, LLC ("**Cypress B**") and Cypress Waters Land C, Ltd. ("**Cypress C**"), jointly and severally as landlord, and Luminant, as tenant, entered into the Facilities and Operations Lease dated November 21, 2008 (the "**F&O Lease**"), a memorandum of which was recorded as Instrument No. 20080370215 in the Real Property Records (the "**F&O Memorandum**"), and pursuant to which Luminant was granted the right to retain sole and exclusive occupancy over, among other properties, the Storage Tract, East Tract 1B and the North Sliver Tract (excluding, however, the property described in the F&O Lease as the Inlet Property) in accordance with the terms and conditions of the F&O Lease. Cypress A, Cypress B

and Cypress C assigned a portion of its interest in the F&O Lease to Coppell pursuant to a Non-Exclusive Assignment of Facilities and Operations Lease dated September [undated], 2011.

C. Pursuant to the 2008 PSAs and another purchase and sale agreement, CBIC Land and Luminant also entered into the Environmental Remediation Agreement dated November 21, 2008 (the "**Remediation Agreement**"), a memorandum of which was recorded as Instrument No. 20080370214 in the Real Property Records (the "**Remediation Memorandum**"), and pursuant to which Luminant agreed to remediate certain environmental conditions at the North Tract, the North Sliver Tract and the Access Areas (as defined in the Remediation Agreement) to the extent required under and in accordance with the terms and conditions of the Remediation Agreement. Cypress A purported to assign a portion of its interest in the Remediation Agreement to Coppell pursuant to a Non-Exclusive Assignment of Environmental Remediation Agreement dated November 21, 2008.

D. Luminant and Coppell entered into a Purchase and Sale Agreement of even date herewith (the "**2013 PSA**") providing for the purchase by Coppell of the properties identified therein as the "Property". Execution and delivery of this Settlement Agreement by Coppell and Luminant is a condition to Luminant's obligations under the 2013 PSA, as expressly provided therein.

E. Simultaneously with the execution of this Settlement Agreement, Oncor Electric Delivery Company LLC ("**Oncor**") has executed and delivered an instrument satisfactory to Coppell in its sole and absolute discretion, modifying the transmission line easements located on the North Lake Properties (defined below) being purchased by Coppell pursuant to the 2013 PSA (the "**2013 Properties**") and releasing the right and/or option for Oncor to cause Luminant or Luminant's successors in title to the 2013 Properties to enlarge the area within Oncor's transmission line easement within the 2013 Properties (the "**Oncor Release**").

F. As used herein, the term "**North Lake Properties**" refers to, collectively, the real property interests described in the deeds listed on Exhibit A and Exhibit B attached hereto and the real property commonly referred to as the North Tract and Pad Site B and described on Exhibit G attached hereto. The term "**Billingsley Parties**" refers to Crow-Billingsley Investment Company, CBIC Coppell Land, LLC, Cypress Waters Land A, Ltd., Cypress Waters Land B, Ltd., Cypress Waters Land C, Ltd., Crow-Billingsley Lake Carolyn Partners, Ltd., Crow-Billingsley Luna Road, Ltd., Crow-Billingsley McKinney 380, Ltd., Crow-Billingsley Northlake HB&T Joint Venture, CB Luna Industrial No. 1, Ltd., CB Luna Industrial No. 2, Ltd., CB Luna Industrial No. 3, Ltd., CB Luna Industrial No. 4, Ltd., Beltline No. 1, Ltd., Billingsley Cornell Capital, L.P., Crow-Billingsley 635 Beltline, Ltd., Crow-Billingsley Beltline, Ltd., Crow-Billingsley Plano Parkway, Ltd., Cypress Waters Retail No. 1, Ltd., The George Harlan Billingsley Trust II, Hemingway Development Corporation, Inc., Thimphu Development, Ltd., Trammell Crow Company No. 33, Ltd., and Trammell Crow Company No. 43, Ltd. and any and all other affiliates of such parties or of Lucy or Henry Billingsley who are in the chain of title to the North Lake Properties and any other party claiming by, thorough or under any of the foregoing.

AGREEMENTS:

For and in consideration of the covenants, agreements, and releases contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto contract and agree as follows:

1. **New Agreements.** Simultaneously with the execution of this Settlement Agreement, Luminant and Coppell are executing and acknowledging the following agreements (collectively, the "**New Agreements**"): (a) Surface Use Agreement pertaining to oil and gas development at certain North Lake Properties; (b) Release of Memorandum of Environmental Remediation Agreement; (c) Release of Memorandum of Lease; (d) a quitclaim by Luminant of the right to use the water in the lake bed underlying specific portions of the North Lake Properties (the "**Water Rights Quitclaim**"); and (e) the 2013 PSA and the Special Warranty Deed and Right of First Refusal Agreement, FIRPTA Certificate and Bill of Sale, Assignment and Assumption delivered at the closing under the 2013 PSA. Execution and delivery of the New Agreements and, where applicable, recordation of the New Agreements are material provisions of and conditions to this Settlement Agreement. This Settlement Agreement, the New Agreements and the Surviving Recorded Obligations (as defined below) define the entirety of the Parties' relationship relating to the North Lake Properties other than any rights arising after the Effective Date that arise between adjoining property owners under applicable law, if any, and this Settlement Agreement, the New Agreements and the Surviving Obligations and Claims (as defined below) supersede all prior discussions, representations, and understandings.

2. **Prior Agreements, Rights and Duties.** The Parties and the Billingsley Parties have previously entered into a complex series of agreements and/or undertakings concerning the North Lake Properties between and among them or some of them. In reaching this Settlement Agreement, the Parties expressly and intentionally have not endeavored to identify each and every agreement and/or undertaking concerning the North Lake Properties between and among some of them (collectively, the "**Prior Agreements**"). Likewise, the Parties expressly and intentionally have not endeavored to identify each and every right, duty, and/or obligation owed by or to any Party pursuant to these Prior Agreements (the "**Prior Rights and Duties**"). The Prior Agreements and Prior Rights and Duties that are recorded in the Real Property Records are referred to herein as the "**Recorded Prior Obligations**". All other Prior Agreements and Prior Rights and Duties are referred to herein as the "**Unrecorded Prior Obligations**".

3. **Termination, Satisfaction and Release of Agreements, Rights and Duties.**

3.1 **Terminated Agreements, Rights and Duties.** The Parties intend to, and by this Settlement Agreement do hereby, abrogate, novate, release, cancel, terminate and otherwise completely supersede, to the extent provided in this Settlement Agreement, the following (collectively, the "**Terminated Agreements, Rights and Duties**") as of the Effective Date:

3.1.1 Any and all Unrecorded Prior Obligations (other than the New Agreements which shall survive according to their terms), including, without limitation, those agreements listed on Exhibit C attached hereto or otherwise specified in this Section 3.1.

3.1.2 The Remediation Agreement, the Remediation Memorandum, the F&O Lease, and the F&O Memorandum (in each case, in their entirety), and any other liability or obligation to remediate any of the property contained or referred to in any of the Recorded Prior Obligations (the Parties expressly agree and acknowledge that the indemnification, restoration or remediation obligations under the Remediation Agreement and the F&O Lease that are referred to in those instruments listed on Exhibit D attached hereto are hereby satisfied).

3.1.3 The oil and gas transmission easements reserved by Luminant and any references thereto in the deeds listed on Exhibit E attached hereto.

3.1.4 The rights reserved by Luminant as to water contained within the lake bed underlying those portions of the North Lake Properties referenced in the Water Rights Quitclaim.

3.2 **Satisfaction and Release.** Each Party hereby deems all Terminated Agreements, Rights and Duties to be satisfied in full, or if not satisfied, to be released, cancelled and terminated by this Settlement Agreement, and no Party or any of its Related Parties and Successors shall have any rights, liabilities or obligations under the Terminated Agreements, Rights and Duties. As used herein, "**Related Parties and Successors**" shall mean (a) with respect to Luminant, Luminant's parents, affiliates, assignees, associated companies, and the predecessor and successor entities for each and every one of those entities (each, a "**Luminant Related Party**"), and, to the extent such parties (other than Luminant Related Parties which shall be bound in all circumstances) may be bound by recordation of this Agreement, and any other party that acquires any interest in the North Lake Properties by, through, or under Luminant and (b) with respect to the City, the City Council of the City and any board, instrumentality or other entity controlling or controlled by the City (each, a "**City Related Party**"), and, to the extent such parties (other than City Related Parties which shall be bound in all circumstances) may be bound by recordation of this Agreement, and any other party that acquires any interest in the North Lake Properties by, through, or under the City.

3.3 **Surviving Recorded Obligations.** The New Agreements and the Recorded Prior Obligations, including, without limitation, the instruments listed on Exhibit F hereto, to the extent that such Recorded Prior Obligations are not Terminated Agreements, Rights and Duties (collectively, the "**Surviving Recorded Obligations**") shall survive the execution of this Settlement Agreement and, subject to Section 4 below, are hereby ratified and confirmed by the Parties bound to such Surviving Recorded Obligations. Nothing contained in this Settlement Agreement shall be deemed to release or modify that certain Declaration of Dwelling Unit Restriction for Cypress Waters Community dated October 28, 2009 and recorded as Instrument No. 200900305882 in the Real Property Records.

4. **Mutual Release of Obligations and Claims.** The Parties, along with the Parties' respective Related Parties and Successors, hereby mutually release, cancel, acquit, hold harmless and forever discharge any and all obligations, duties, debts, contracts, responsibilities, demands, liabilities, obligations, damages (including, without limitation, actual, consequential, and punitive), losses, causes of action, or other claims of any kind (including, without limitation, any claim brought by a third party, including but not limited to Coppell Independent School District

and any of the Billingsley Parties or any entities that are affiliated in any way with any of the Billingsley Parties or any of their parents, affiliates, assignees, associated companies, and the predecessor and successor entities for each and every one of those entities), whether arising or discovered before or after the Effective Date of this Settlement Agreement among, between, by, and involving them or any of their Related Parties and Successors arising out of, relating to, or concerning the North Lake Properties, the Prior Agreements or the Prior Rights and Duties (collectively, "**Obligations and Claims**") except for Surviving Obligations and Claims, which are reserved by the Parties. As used herein, "**Surviving Obligations and Claims**" shall mean (a) any Obligations and Claims expressly created in this Settlement Agreement and the New Agreements and (b) any Obligations and Claims arising after the Effective Date of this Settlement Agreement under the Surviving Recorded Obligations (it being expressly agreed and acknowledged that the releases under this Section 4 shall apply to all Obligations and Claims arising prior to the Effective Date of this Settlement Agreement under the Surviving Recorded Obligations); *provided, however*, in no event will the Surviving Obligations and Claims include any Obligations and Claims against Luminant or its Related Parties and Successors arising out of or in any way related to any exercised or unexercised rights granted to any party in the Special Warranty Deed executed by TXU Electric Company and recorded on December 20, 2001 in Volume 2001248, Page 11540 of the Real Property Records, all of which are released in accordance with the provision of the first sentence of this Section 4.

5. **Environmental Release.** Coppel and each of its Related Parties and Successors hereby accepts the portion of the North Lake Properties that such party owns, owned or will own (the "**Property**") in the condition it was conveyed by Luminant, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY FROM LUMINANT WHATSOEVER, EXPRESS OR IMPLIED.**" Coppel and each of its Related Parties and Successors hereby releases Luminant and each of its Related Parties and Successors from any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Luminant's warranty of title set forth in the applicable deed conveying the portion of the Property), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of any "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," "Petroleum" or "Natural Gas Liquids," as those terms are defined or used in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("**CERCLA**"), and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials and any requirements or demands of governmental agencies with jurisdiction over the Property (collectively, "**Hazardous Materials**") in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h)

zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability or habitability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of any environmental reports, service contracts, lease or license agreement, or additional documents related to the Property, (s) tax consequences, (t) the applicability of Section 404 of the Federal Clean Water Act, 33 U.S.C.A. §1251, et. seq., and the various memorandum, agreements, guidelines, and regulations issued thereunder, (u) whether the Property may be habitat for threatened or endangered species as defined by the Texas Parks and Wildlife Department, the U.S. Fish and Wildlife Service and the various memorandum, agreements, guidelines, and regulations issued thereunder, (v) the suitability of the Property for any use if deemed a wetland or wildlife habitat, whether in whole or in part, or (w) any other matter or thing with respect to the Property. Notwithstanding the foregoing, the releases in this Section 5 shall not release any Party from any obligation imposed by or accruing under the Surviving Recorded Obligations after the Effective Date. **COPPELL AND EACH OF ITS RELATED PARTIES AND SUCCESSORS HEREBY RELEASES LUMINANT AND EACH OF ITS RELATED PARTIES AND SUCCESSORS FROM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO SUCH PARTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY.** Coppel and each of its Related Parties and Successors hereby **FOREVER RELEASES AND DISCHARGES** Luminant and each of Luminant's predecessors-in-interest and Luminant's Related Parties and Successors from all responsibility and liability relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the Effective Date, and liabilities under CERCLA, regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Coppel and each of its Related Parties and Successors further hereby WAIVES any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA

concerning the physical characteristics and any existing conditions of the Property, whether arising before or after the Effective Date. Coppell and each of its Related Parties and Successors further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by any of its investigations concerning the Property.

6. **Representations by Luminant.** Luminant represents and warrants, as of the date hereof, to Coppell, the following:

6.1 Luminant has not sold or assigned its interest in any of the Prior Agreements. Luminant warrants and represents that it is the owner and holder of, and has not sold, assigned, granted, or transferred to any other person, firm, entity, or corporation, any claim or cause of action, or any part thereof, covered by this Settlement Agreement. Luminant will defend, indemnify and hold Coppell harmless if any other person or entity makes claims or demands against Coppell if such claims or demands derive from or through Luminant's rights under the Prior Agreements.

6.2 Luminant has provided any requisite notice to any person in connection with the execution and delivery of this Settlement Agreement.

6.3 Luminant has the requisite power, capacity and authority necessary to enter into and perform its obligations under this Settlement Agreement. The execution, delivery and performance of this Settlement Agreement by Luminant have been duly and validly authorized by all necessary actions in respect thereof. This Settlement Agreement to which Luminant is a party constitutes the legal, valid and binding obligation of Luminant, enforceable against it in accordance with its respective terms.

6.4 Luminant warrants that it is not relying upon any statement, representation, or inducement by Coppell or any of its Related Parties and Successors (or Coppell's counsel), except as stated in this Settlement Agreement. Luminant further warrants that it has consulted with an attorney of its own choosing regarding this Settlement Agreement and that it is signing this Settlement Agreement with the full benefit and service of legal counsel of its own choice.

7. **Representations by Coppell.** Coppell represents and warrants, as of the date hereof, to Luminant, the following:

7.1 Coppell has not sold or assigned its interest in any of the Prior Agreements to any party that is not a Party to this Settlement Agreement. Coppell warrants and represents that it is the owner and holder of, and it has not sold, assigned, granted, or transferred to any other person, firm, entity, or corporation, any claim or cause of action, or any part thereof, covered by this Settlement Agreement. Coppell does not own any Northlake Properties other than the North Sliver Tract, East Tract 1B and the Storage Tract. Coppell will defend, indemnify and hold Luminant and its Related Parties and Successors harmless if any other person or entity makes claims or demands against the Luminant and its Related Parties and Successors if such

claims or demands derive from or through Coppell's rights under the Prior Agreements or ownership of any interest in the Property.

7.2 Coppell has provided any requisite notice to any person or entity in connection with the execution and delivery of this Settlement Agreement.

7.3 Coppell has the requisite power, capacity and authority necessary to enter into and perform its obligations under this Settlement Agreement. The execution, delivery and performance of this Settlement Agreement by Coppell has been duly and validly authorized by all necessary municipal and other actions in respect thereof. This Settlement Agreement constitutes the legal, valid and binding obligation of Coppell, enforceable against it in accordance with its respective terms.

7.4 Coppell warrants that it is not relying upon any statement, representation, or inducement by Luminant or any of its Related Parties and Successors (or Luminant's counsel), except as stated in this Settlement Agreement. Coppell further warrants that it has consulted with an attorney of its own choosing regarding this Settlement Agreement and that it is signing this Settlement Agreement with the full benefit and service of legal counsel of its own choice.

8. **Recording.** The Parties agree that Luminant will promptly record this fully executed Settlement Agreement and the fully executed New Agreements to be recorded pursuant to Section 1 of this Settlement Agreement in the Real Property Records. Except as otherwise expressly provided in the 2013 PSA, Luminant and Coppell shall each pay ½ of the expenses of recording this Settlement Agreement and the New Agreements. Coppell's City Manager shall cause Coppell to make the payments specified under this Section 8.

9. **Miscellaneous.**

9.1 **Nature of the Agreement.** It is understood and agreed that this Settlement Agreement is a compromise of disputed claims and that the Parties have entered into this Settlement Agreement in order to avoid the expense and burden of litigation, as well as the uncertain nature of litigation and the results thereof.

9.2 **Parties Bound.** Except for the provisions of Section 6 and Section 7 of this Settlement Agreement, which shall not run with the land, this Settlement Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the Parties and to their respective Related Parties and Successors. The individuals who sign below represent and warrant that they are authorized to execute this Settlement Agreement on behalf of the named Party.

9.3 **Nonwaiver of Rights.** A waiver by any Party to this Settlement Agreement of a particular right under this Settlement Agreement or a breach or default in connection with any provision of this Settlement Agreement shall not be deemed as a waiver of any other right or any subsequent default or breach of that same or any other provision of this Settlement Agreement.

9.4 **No Presumption against the Drafter.** No language in this Settlement Agreement shall be presumptively construed in favor of or against any of the Parties to this Settlement Agreement based solely on who drafted such language.

9.5 **Amendments.** No supplement, modification, waiver or termination of this Settlement Agreement or any provisions hereof shall be binding unless executed in writing by the Parties to be bound thereby.

9.6 **Attorneys' Fees.**

9.6.1 The breach of any of the agreements, covenants, conditions and restrictions contained herein may not only give rise to an action for damages at law, but also may be made subject to an action for injunctive relief and or specific performance in equity in any court of competent jurisdiction in accordance with Section 9.8 of this Settlement Agreement.

9.6.2 If (1) Coppell breaches this Settlement Agreement, (2) as a result of such breach, it becomes necessary for Luminant to institute or defend legal proceedings against Coppell, and (3) Luminant employs an attorney to enforce this Settlement Agreement, obtain injunctive relief or collect damages against Coppell, then Coppell's City Manager will cause Coppell to pay to Luminant all reasonable out-of-pocket attorneys' fees, court costs and expenses in connection with the foregoing. Coppell's obligations pursuant to this Section 9.6.1 shall be payable from Coppell's service revenues (and not tax revenues) including, without limitation, water and sewer revenues.

9.6.3 If (1) Luminant breaches this Settlement Agreement, (2) as a result of such breach, it becomes necessary for Coppell to institute or defend legal proceedings against Luminant, and (3) Coppell employs an attorney to enforce this Settlement Agreement, obtain injunctive relief or collect damages against Luminant, then Luminant will pay to Coppell all reasonable out-of-pocket attorneys' fees, court costs and expenses in connection with the foregoing.

9.7 **Multiple Originals.** This Settlement Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.8 **Texas Law and Venue.** This Settlement Agreement shall be construed and enforced according to the laws of the State of Texas. Any suit to enforce the rights conveyed by this Settlement Agreement shall be brought in Dallas County, Texas.

9.9 **Notice.** Any and all notices, demands, consents and approvals required under this Settlement Agreement shall be sent by certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight delivery service (e.g. FedEx) addressed to the Party at the address shown on the signature pages to this Settlement Agreement. Such address for notices may be changed upon a minimum of ten (10) days prior written notice, delivered to all Parties of this Settlement Agreement at the then effective addresses for such Parties. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

9.10 **Special Provisions Concerning Coppell.**

9.10.1 References in this Settlement Agreement to actions by Coppell's City Manager shall refer to such person acting on behalf of Coppell in such person's official capacity and nothing herein shall give rise to any personal liability on the part of Coppell's City Manager.

9.10.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW THE PARTIES ACKNOWLEDGE THAT IMMUNITY FROM SUIT IS WAIVED WITH RESPECT TO ENFORCEMENT OF THIS SETTLEMENT AGREEMENT.

9.10.3 Notwithstanding anything to the contrary contained in this Settlement Agreement, Coppell shall not have the obligation to perform any covenant or agreement under this Settlement Agreement that is found by a court of competent jurisdiction in a final, non-appealable judgment to violate applicable law or Coppell's charter as of the Effective Date (but nothing contained in this Section 9.10.2 shall prevent Luminant from seeking recovery under *quantum meruit* or seeking or exercising other equitable remedies).

9.10.4 Coppell's obligation to indemnify or pay indemnification obligations shall be payable from Coppell's interest in the Property and from Coppell's service revenues (but not tax revenues) including, without limitation, water and sewer revenues

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the last date written below on which a signatory signs this Settlement Agreement (the "Effective Date").

THE CITY OF COPPELL, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice:

The City of Coppell, Texas
255 Parkway Blvd.
Coppell, TX 75019-9478
Attention: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on _____, 2013, by _____, _____ of the City of Coppell, a political subdivision of the State of Texas, on behalf of the City of Coppell.

Notary Public, State of Texas
Printed Name:
My commission expires: _____

LUMINANT GENERATION COMPANY LLC

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice:

Luminant Generation Company LLC
1601 Bryan Street, 22nd Floor
Dallas, TX 75201
Attention: General Counsel

Luminant Generation Company LLC
1601 Bryan Street, EP 22-110C
Dallas, TX 75201
Attention: Director - Real Estate Development

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on _____, 2013, by _____, _____ of Luminant Generation Company LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas
Printed Name:
My commission expires: _____

EXHIBIT A

2008 DEEDS AND COPPELL DEEDS

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370202 in the Real Property Records

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370204 in the Real Property Records

Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370218

Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated October 28, 2009 and recorded as Instrument No. 200900305881

EXHIBIT B

OTHER NORTHLAKE DEEDS

Special Warranty Deed and Drainage Easement dated September 8, 2004 and recorded as Volume 2004178 Page 4 in the Real Property Records

Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001188 in the Real Property Records

Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001190 in the Real Property Records, as superseded by the Correction Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070084853 in the Real Property Records

Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001189 in the Real Property Records

Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001191 in the Real Property Records

Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001192 in the Real Property Records

Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001193 in the Real Property Records

Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001194 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001211 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001206 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001207 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001208 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001209 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001210 in the Real Property Records

Mineral Deed dated December 28, 2006 and recorded as Instrument No. 20070001202 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001201 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001205 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001204 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001203 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001200 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001196 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001212 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001197 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001195 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001198 in the Real Property Records

Mineral Deed dated December 29, 2006 and recorded as Instrument No. 20070001199 in the Real Property Records

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370202 in the Real Property Records, including the save and except tract for Pad Site D out of East 1B

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370203 in the Real Property Records, including the save and except tract for Pad Site A out of the West Tract

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370204 in the Real Property Records

Special Warranty Deed with Restrictive Covenant dated November 21, 2008 and recorded as Instrument No. 20080370205 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370206 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370207 in the Real Property Records

Special Warranty Deed dated October 3, 2008 and recorded as Instrument No. 20080320976 in the Real Property Records, as superseded by the Correction Special Warranty Deed dated November [undated], 2008 and recorded as Instrument No. 20080370170 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370208 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370208 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370213 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370212 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370211 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370210 in the Real Property Records

Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370209 in the Real Property Records

EXHIBIT C

CERTAIN UNRECORDED PRIOR OBLIGATIONS

Environmental Remediation Agreement, entered into on November 21, 2008, by Luminant Generation Company LLC and CBIC Coppell Land, LLC

Non-Exclusive Assignment of Environmental Remediation Agreement, entered into on November 21, 2008, by the City of Coppell as assignee, and Cypress Waters Land A, Ltd. as assignor

Facilities and Operations Lease, entered into on November 21, 2008, among CBIC Coppell Land, LLC, Cypress Waters Land A, Ltd., Cypress Waters Land B, Ltd., and Cypress Waters Land C, Ltd., jointly and severally as landlord, and Luminant Generation Company LLC, as tenant

Non-Exclusive Assignment of Facilities and Operations Lease, entered into on September ___, 2011, by (a) the City of Coppell as assignee, and (b) Cypress Waters Land A, Ltd., Cypress Waters Land B, Ltd., and Cypress Waters Land C, Ltd. as assignor

EXHIBIT D

RECORDED REMEDIATION OBLIGATIONS

Special Warranty Deed with Easement Reservation and Restrictive Covenants (Cypress Waters Land A, Ltd. Tracts) recorded as Instrument No. 20080370202 in the Real Property Records

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370203 in the Real Property Records

Special Warranty Deed with Easement Reservation and Restrictive Covenants (North Sliver Tract) recorded as Instrument No. 20080370204 in the Real Property Records

Special Warranty Deed with Restrictive Covenant (CISD Inlet Tract) recorded as Instrument No. 20080370205 in the Real Property Records

EXHIBIT E

RELEASED OIL AND GAS TRANSMISSION EASEMENTS

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370202 in the Real Property Records

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370204 in the Real Property Records

EXHIBIT F

SURVIVING RECORDED OBLIGATIONS

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370202 in the Real Property Records

Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370204 in the Real Property Records

Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370218

Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated October 28, 2009 and recorded as Instrument No. 200900305881

EXHIBIT G

North Tract

BEING a 83.804 acre tract of land situated in the J.G. Carlock Survey, Abstract No. 312 Dallas County, Texas, and being a portion of two tracts of land described as "Part A, Tract 1" and Part B" in deed to Dallas Power & Light Company, recorded in Volume 4378, Page 374, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), a portion of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4414, Page 82, D.R.D.C.T., a portion of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4404, Page 321, D.R.D.C.T., a portion of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4420, Page 549 D.R.D.C.T., and all of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4403, Page 618 D.R.D.C.T. Said 83.804 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found (N=7,030,067.46, E=2,437,726.61) at the southeast corner of a tract of land described as "Tract 2" in deed to CW SHORELINE LAND LTD., recorded in Document No. 201100289322 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and in the west Right-of-Way (R.O.W.) line of South Northlake Road described in deed to County of Dallas, recorded in Volume 4669, Page 443 D.R.D.C.T. from which a 3/4 inch iron rod found (N=7,031,066.82, E=2,438,553.41) at the northwest corner of the Grand Estates at Northlake Hills Phase II, recorded in Volume 2005041, Page 185 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) and at the common northwest corner of a tract of land described in deed to Dallas Power and Light Company, recorded in Volume 4378, Page 372 D.R.D.C.T. and in the south line of a tract of land described in deed to Crow-Billingsley Belt Line, LTD., recorded in Volume 86068, Page 5186 O.P.R.D.C.T. bears S 22°27'13" E, a distance of 2164.75 feet, and from said 3/4" iron rod found, another 3/4" iron rod found capped "PEWITT" bears S 32°30'57" W, a distance of 0.78 feet;

THENCE: with the west line of said South Northlake Road the following courses and distances;

S 00°39'12" E, a distance of 356.17 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for corner;

S 44°39'44" W, a distance of 127.14 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for corner;

S 00°20'16" E, a distance of 60.00 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company - RPLS 5991" set at the southwest corner of said South Northlake Road R.O.W.;

THENCE: N 89°38'51" E, with the south line of said South Northlake Road R.O.W., a distance of 129.77 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at the

northwest corner of a tract of land described in deed to CROW-BILLINGSLEY NORTH LAKE HB&T JOINT VENTURE, recorded in Volume 90106, Page 2492 D.R.D.C.T.

THENCE: S 00°34'32" E, with the west line of said CROW-BILLINGSLEY NORTH LAKE HB&T JOINT VENTURE tract, passing a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at a distance of 663.61 feet and continuing a total distance of 739.35 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for corner;

THENCE: WEST, over and across said Dallas Power and Light Company tract (Vol. 4420, Pg. 549), a distance of 868.99 to a point on the meander line of the easterly shoreline of North Lake established at an elevation of 509.00 feet and at the common northwest corner of a tract of land described as "STORAGE TRACT A" in deed to The City of Coppell, recorded in Document No. 20080370218 O.P.R.D.C.T., from which a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found bears N 27°05'25" W, a distance of 85.21 feet;

THENCE: in a westerly direction, along said established 509.00 foot elevation meander line, the following courses and distances listed as follows for reference purposes only;

N 45°51'26" W, a distance of 26.82 feet to a point for corner;

N 71°10'46" W, a distance of 48.60 feet to a point for corner;

S 89°35'20" W, a distance of 1138.02 feet to a point for corner;

S 89°49'54" W, a distance of 297.45 feet to a point for corner;

N 86°32'18" W, a distance of 126.25 feet to a point for corner;

N 79°16'20" W, a distance of 127.38 feet to a point for corner;

N 69°02' 53" W, a distance of 269.56 feet to a point for corner;

THENCE: leaving said meanders, over and across said Dallas Power and Light (Vol. 4414, Pg. 82) the following courses and distances;

NORTH, a distance of 242.44 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found for corner, from which an aluminum cap set in concrete called Northlake Monument No. 4 (NAD83 North Central Zone N=7,032,397.37, E=2,434,058.96), bears N 78°02'15" W, a distance of 866.11 feet;

EAST, a distance of 754.87 feet to an "x" cut found for corner;

NORTH, a distance of 846.67 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found for corner;

S 77°48'48" W, a distance of 772.27 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for corner;

NORTH, a distance of 379.00 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for corner in the south R.O.W. line of East Belt Line Road (a variable width R.O.W.);

THENCE: N 67°22'19" E, with the south R.O.W. line of said East Belt Line Road, a distance of 924.30 feet to a point at the west corner of a tract of land described in deed to UNIVERSITY BUSINESS PARK PHASE II, recorded in Volume 94055, Page 3162 D.R.D.C.T, and at the beginning of a curve to the right having a radius of 1330.00 feet, a delta of 08°55'38", a chord bearing of N 71°46'39" E, and a chord length of 207.02 feet;

THENCE: leaving the south R.O.W. line of said East Belt Line Road with said curve to the right and with the south line of said UNIVERSITY BUSINESS PARK PHASE II, passing a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at an arc length of 1.62 feet and continuing a total arc length of 207.23 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at the northwest corner of a tract of land described as "Tract 1" in deed to CW SHORELINE LAND LTD., recorded in Document No. 201100289322 O.P.R.D.C.T.;

THENCE: leaving the south line of said UNIVERSITY BUSINESS PARK PHASE II with the west line of said "Tract 1" the following courses and distances:

S 10°37'34" E, a distance of 144.20 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found for corner;

S 07°57'53" E, a distance of 246.27 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at the southwest corner of said "Tract 1";

THENCE: N 77°48'49" E, with the south line of said "Tract 1", a distance of 1000.02 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for the southeast corner of said "TRACT 1" and rejoining the south line of said UNIVERSITY BUSINESS PARK PHASE II at the beginning of a non-tangent curve to the left having a radius of 2120.00 feet, a delta of 07°07'46", a chord bearing of S 62°02'09" E, and a chord length of 263.63 feet;

THENCE: with said curve to the left an arc length of 263.80 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at the angle point in the north line of said "TRACT 2" (CW SHORELINE LAND LTD.);

THENCE S 77°48'48" W, leaving the south line of said UNIVERSITY BUSINESS PARK PHASE II, with the north line of said "TRACT 2", a distance of 549.80 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at the northwest corner of said "TRACT 2";

THENCE: SOUTH, with the west line of said "TRACT 2", a distance of 219.19 feet to a 1/2" iron rod with orange plastic cap stamped "RPLS6013TX" found at the southwest corner of said "TRACT 2";

THENCE: EAST, with the south line of said "TRACT 2", a distance of 1036.92 feet to the POINT OF BEGINNING and containing 83.804 acres of land more or less.

Pad Site B

BEING a 15.96 acre tract of land situated in the Jacob G. Carlock Survey, Abstract Number 312, and in Official City of Dallas Block number 8461, in the City of Dallas, Dallas County, Texas, and being a part of that tract of land described in Warranty Deed to Dallas Power & Light Company, as recorded in Volume 4414, Page 82, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at 1/2 inch found iron rod with yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for the northeast corner of said Dallas Power & Light Company tract in Volume 4414, Page 82, said point being on the west line of that tract of land described in deed to Dallas Power & Light Company, as recorded in Volume 4404, Page 321, D.R.D.C.T.;

THENCE South 00 degrees 00 minutes 46 seconds West, passing the southeasterly right-of-way line of Belt Line Road (a variable width right-of-way) at a distance of 132.72 feet, continuing in all a total distance of 663.10 feet to a 1/2 inch found iron rod with cap stamped "RPLS 6013 TX" for the POINT OF BEGINNING;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 846.81 feet to a found "X" cut for corner;

THENCE South 90 degrees 00 minutes 00 seconds West, a distance of 755.00 feet to a 1/2 inch found iron rod with cap stamped "RPLS 6013 TX" for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 226.75 feet to a 1/2 inch set iron rod with cap for corner;

THENCE South 90 degrees 00 minutes 00 seconds West, a distance of 284.70 feet to a 1/2 inch set iron rod with cap for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 369.22 feet to a 1/2 inch set iron rod with cap for corner;

THENCE North 72 degrees 51 minutes 50 seconds East, a distance of 297.92 feet to a 1/2 inch found iron rod with cap stamped "RPLS 6013 TX" for corner;

THENCE North 77 degrees 48 minutes 48 seconds East, a distance of 772.40 feet to the POINT OF BEGINNING and CONTAINING 695,398 square feet or 15.96 acres of land, more or less.

The Basis of Bearing of this Survey is NAD 83 (1993) Texas State Plane North Central Zone 4202 as observed by GPS from "DALLAS CORS ARP", "COLLIN CORS ARP", "ARLINGTON CORS", "DENTON CORS ARP". Convergence angle at "DALLAS CORS ARP" is - 03 degrees 01 minutes 49.9 seconds as computed by Corpcon for Windows Version 6.0. All coordinates

shown are surface and may be converted to grid by dividing by the conversion factor of 0.99983043.