



Bickerstaff Heath Delgado Acosta LLP

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March 13, 2013

VIA U.S. MAIL and EMAIL (plindner@dtgrglaw.com)

Mr. Patrick W. Lindner
Davidson Troilo Ream Garza, PC
7550 W. Interstate 10, Suite 800
San Antonio, Texas 78229-5815

Re: Chapter 381 Economic Development Agreement dated June 14, 2010 between
Bastrop County and Central Texas Airport, LLC

Dear Mr. Lindner:

On June 21, 2012, you replied to my June 18, 2012 letter which contained my request for information to support the claim of your client, Central Texas Airport, LLC ("CTA"), of force majeure based on a letter it received dated April 19, 2012 from the United States Army Corps of Engineers. You provided information to establish that your client had under contract the property where the CTA project would be located as of June 21, 2012. You also indicated that you were leaving on vacation and would transmit the remainder of the responsive documents when you returned.

I have not received the information you promised to provide. I have been asked to update the Bastrop Commissioners Court on the status of the CTA project. There have been changes in the membership of the Commissioners Court, including a new County Judge and a new County Commissioner.

I am not aware of any activity relating to the construction of the Project since your June 21, 2012 response. If your client is no longer pursuing the development of the CTA project, please advise. If your client is pursuing the development of the CTA project, please provide the documentation that I requested at that time. I have attached a copy of my June 18, 2012 letter to you. I would also appreciate any additional information to document what has happened since that time, including a copy of the permit from the U. S. Army Corps of Engineers. If the permit has not been obtained, please provide the application for the permit. The County would also like a copy of the Environmental Impact Document for the Project.

In addition, because of the time that has passed since your confirmation that the property was under contract, please provide current documentation to confirm that CTA currently owns the property described in Exhibit A of the Agreement, or has in effect an option or other agreement to purchase it.

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Based on the failure to provide the requested documentation and the lack of any apparent activity at the proposed site of the CTA Project, the County is not able to confirm whether force majeure has occurred. The County, however, remains prepared to review any documentation you may wish to provide regarding the inception and length of the force majeure that you allege has occurred and, if it has occurred, when it was cured.

Sincerely,


Thomas M. Pollan

Enclosure

✓cc: Hon. Paul Pape
Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

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June 18, 2012

Mr. Patrick W. Lindner
Davidson Troilo Ream Garza, PC
7550 W. Interstate 10, Suite 800
San Antonio, Texas 78229-5815

Re: Chapter 381 Economic Development Agreement dated June 14, 2010 between
Bastrop County and Central Texas Airport, LLC

Dear Mr. Lindner:

Bastrop County Judge Jim Wither asked that we review and respond to your letter of June 4, 2012 in which you indicate that your client, Central Texas Airport, LLC, has received a letter dated April 19, 2012 from the United States Army Corps of Engineers. I am responding to your letter of June 4, 2012, on behalf of Bastrop County ("County"). Your letter does not provide sufficient documentation for the County to confirm whether a force majeure event has occurred.

In your letter of June 4, 2012, you assert that force majeure is preventing your client, Central Texas Airport, LLC ("CTA"), from satisfying the deadlines specified in Section 9(b) of the Chapter 381 Economic Development Agreement dated June 14, 2010, between Bastrop County, Texas and CTA ("Agreement"). Your letter refers to an April 19, 2012, letter from the U.S. Army Corps of Engineers ("USACE") that you contend placed new, additional requirements for approval. Your letter does not contain any documentation in support of the claim of force majeure, and the USACE April 19, 2012, letter (copy attached) does not tend to support the existence of force majeure. Based on the absence of documentation, the County cannot confirm whether force majeure has occurred. Nonetheless, we are prepared to review any documentation you may wish to provide regarding the inception and length of the force majeure that you allege has occurred, so that we may advise the County accordingly.

In addition, please provide documentation to confirm that CTA currently owns the Property described in Exhibit A of the Agreement, or has in effect an option or other agreement to purchase it.

Sincerely,


Thomas M. Pollan

Enclosure

cc: Hon. Jim Wither
Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602