

**REQUEST FOR TRANSFER OF COTTAGE SITE LEASE  
Patterson Possum Kingdom Lake Partnership, LTD**

Date: \_\_\_\_\_

Requested By: \_\_\_\_\_

Representing (real estate company, title company, etc.): \_\_\_\_\_

Assignment of Lease: \_\_\_\_\_ (\$200 check made out to Patterson PK Land Partnership must be sent with the Request for Transfer – effective 2/15/2011)

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Lot: \_\_\_\_\_

D.T.: \_\_\_\_\_

Area: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Gate Code or Key: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Closing Company: \_\_\_\_\_

Closing Date: \_\_\_\_\_

**MAIL TO WHEN COMPLETE:**

**Patterson PK Lake Partnership, LTD  
Attn: Lease Transfer  
2340 West Interstate 20, Suite 218  
Arlington, TX 76017  
817.784.2065**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of delivery of request

**Note: If any portion of your leasehold interest is in the FERC Buffer Zone, please also complete the Request for Transfer of the Control (Buffer) Zone – Brazos River Authority Form. The form is available from the Brazos River Authority.**

Lease Assignment and Assumption Agreement

## Lease Assignment and Assumption Agreement

WHEREAS, the Brazos River Authority (“Authority”) or Patterson PK Land Partnership, Ltd has heretofore leased (hereinafter referred to as the “Lease”) the following described property, to-wit:

Address: \_\_\_\_\_

Lot: \_\_\_\_\_

D.T.: \_\_\_\_\_

Area: \_\_\_\_\_

(hereinafter referred to as the “Original Property”)

WHEREAS, Patterson PK Land Partnership, Ltd (hereinafter referred to as the “Landlord”) is the owner of the above referenced Original Property but only to the extent located outside the FERC Project Area or FERC Buffer Area; and

WHEREAS, Landlord’s portion of the Original Property is referred to herein as the “Property” and the Authority’s portion of the Original Property is referred to herein as the “FERC Property”), both as more particularly shown on the attached Exhibit A.

WHEREAS, \_\_\_\_\_  
(hereinafter referred to as “Seller”, whether one or more) is the present owner of the above described leasehold (hereinafter referred to as “Leasehold”), and is obligated to pay and perform the obligations set forth in the Lease; and

WHEREAS, the Seller has agreed to sell the Leasehold to one or more of the undersigned Assumptors and the Assumptor desires to assume and perform all obligations under the Lease, and the Landlord is willing to consent to said transfer of title of the Leasehold and assumption by the Assumptor of the Lease; and

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED as follows:

1. The Landlord does hereby consent to the sale and conveyances of the Leasehold by the Seller to one or more of the Assumptors.

2. The Lease is hereby modified as follows:

Each and every reference to “Lessee”, “Tenant” or other Lease beneficiary term used in the Lease shall hereafter refer to Assumptor.

3. The Seller does hereby assign and the Assumptor does hereby assume and agree to pay said lease payments and to perform all the obligations provided for in the Lease. Assumptor acknowledges receiving a copy of the Lease referred to herein.

4. This Agreement shall not change or modify any other terms, conditions or covenants contained in said Lease. The terms, conditions and covenants of the Lease, are hereby ratified and confirmed and shall continue in full force and effect.

5. The undersigned Assumptor acknowledges the receipt of material benefit from Landlord's consent to the transfer of title to the Leasehold and to Assumptor's assumption of Lease described above.

6. This assumption by the Assumptor shall bind Assumptor, their heirs, personal representatives, successors and assigns.

7. In the event any item, term or provision contained in this instrument is in conflict, or may hereafter be held to be in conflict, with the laws of the State of Texas, this instrument shall be affected only as to its application to such item, term or provision, and shall in all other respects remain in full force and effect.

8. When this instrument is executed by more than one person, or when the Seller or Assumptor is more than one person, this instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

9. LANDLORD'S CONSENT TO THIS ASSUMPTION AGREEMENT IS SPECIFICALLY CONTINGENT UPON 1) THE TRANSFER AND SALE OF THE LEASEHOLD FROM SELLER TO ASSUMPTOR, AND 2) ASSUMPTOR'S EXECUTION OF THIS AGREEMENT,.

10. Landlord agrees to release Seller from any and all personal liability with respect to the payment and performance of the terms of the Lease, and to look solely to Assumptor for the payment and the performance of the terms of the Lease.

11. **NOTICE:** Assumpter understands and acknowledges that this Assumption Agreement and the leasehold interest referenced herein applies only to the Property and not to any portion of the FERC Property. The Authority remains the landlord under the Lease to the extent such leasehold covers any portion of the FERC Property. In accordance with that certain Notice Requirement Regarding Transfers Of Lots And Permits At Possum Kingdom Lake filed of record on or about October 25, 2010 in the county in which the Original Property is located, Seller must notify the Authority of such sale or assignment of its Leasehold interest within thirty (30) days prior to the completion of the same, so that the Authority may process such transfer or assignment of the FERC Property as well as any related permit applications or transfers of permits that may be required as a result of such sale or assignment so that consistent ownership between the FERC Property and Property is maintained. Assumpter understands that failure to notify the Authority and receive such approval from the Authority shall result in the leasehold interest in the FERC Property remaining with Seller and Assumpter shall have no rights thereto.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ASSUMPTOR(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

SELLERS:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

LANDLORD:  
Patterson PK Land Partnership, Ltd

\_\_\_\_\_

By: Michael H. Patterson, Manager of the General Partner

J

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Michael H. Patterson, Manager of the General Partner of Patterson PK Land Partnership, Ltd, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
**Lease Assignment and Assumption Agreement**