



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

September 26, 2014

John N. Maggiore
Capital Programs - Project Manager
City of Corpus Christi
1201 Leopard St.
Corpus Christi, TX. 78401

RE: Multiple Use Agreement Termination Request
US 181 (0101-06) - Nueces Bay Causeway Recreation, Parking, etc.
Corpus Christi, Texas

Dear Mr. Maggiore,

During our annual inspection of this Multiple Use Agreement (MUA), executed on 11 November, 1977, it was ascertained that this MUA is in conflict with an executed Lease Agreement for the same location.

The Corpus Christi District of TxDOT, therefore, respectfully request that termination procedures be initiated in order to terminate this MUA. A copy of this MUA can be made available if required for termination procedures.

If you have any questions regarding this matter, feel free to contact me at (361) 808-2384 or at the following address:

Texas Department of Transportation
Corpus Christi Area Office
1701 S. Padre Island Drive, Bldg. 3
Corpus Christi, TX 78416

Sincerely,

Janan Nova Sahtout Lee, P.E.
Assistant Area Engineer
Corpus Christi Area Office

TERMINATION OF THE
MULTIPLE USE AGREEMENT
BETWEEN THE STATE AND THE City of Corpus Christi
FOR THE Recreation, Parking, etc. (Nueces Bay Causeway) Bait Stand .

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement terminates the previously executed Multiple Use Agreement for construction, maintenance, and operation of Recreation, Parking, etc. (Nueces Bay Causeway) Bait Stand on the Texas Department of Transportation right-of-way, in Nueces County, originally dated the 16th day of November, 1977, by and between the Texas Department of Transportation, hereinafter referred to as "State" and the City of Corpus Christi, hereinafter referred to as City .

WITNESSEETH

WHEREAS, City has requested the State to discontinue their responsibilities for the continued maintenance and operation, of Recreation, Parking, etc. (Nueces Bay Causeway) Bait Stand, located within State right-of-way on US 181, Control 0101 Section 06 in City of Corpus Christi and being more particularly described in the exhibits attached hereto and made a part hereof; and

WHEREAS, the governing body of the City has indicated by Resolution/Ordinance No. _____, on the _____ day of _____, 20____ to dissolve their partnership with the State evidenced by the execution of the this Agreement with the State; and

WHEREAS, the City will undertake to restore the area to a condition acceptable to the State prior to the execution of this agreement.

- A. Exhibit A – Executed Lease Agreement;
- B. Copy of Original Multiple Use Agreement
- C. Copy of Resolution/Ordinance

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the _____ day of _____, 20____, and the State on the _____ day of _____, 20____.

STATE OF TEXAS

Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the Texas Transportation Commission.

By: _____

Signature

Printed Name

Title

Contact Name

Contact Telephone Number

By: _____

Signature

Carolyn Dill, P.E.
Director, Maintenance Division

APPROVAL RECOMMENDED:

By: _____

District Engineer

Printed Name

Date

Approved as to form: 11-19-14


Assistant City Attorney
For City Attorney

Exhibit A



MEMORANDUM

To: John P. Campbell, P.E.
Director Right of Way Division
Attention: Property Management Section

Date: May 2, 2012

From: Nelda R. Eureste
South Region
Right of Way Manager

Subject: Lease Assignment
Lease No. L16-178-311
Nueces County, Corpus Christi, TX
Nueces Bay Bait Stand
US Hwy 181
CSJ: 0101-06

Enclosed is a copy of the Lease Assignment for the above mentioned lease.

Please be advised that a certificate of insurance providing the required coverage will be forwarded upon receipt from the Assignee.

Please contact James Sexton at (361) 808-2207 for additional information or explanation.



Texas Department of Transportation

403 HUCK STREET • YOAKUM, TEXAS 77995-2973 • (361) 293-4300

May 2, 2012

Corpus Christi District
Nueces County
US Hwy 181
CSJ: 0101-06

Re: Assignment of TxDOT Lease No. L16-178-311

Fajitaville, LLC
Lynn Frazier - President
5655 Bear Lane Suite 100
Corpus Christi, TX 78405

Dear Mr. Frazier:

Enclosed for your records are copies of the Lease Agreement and Lease Assignment for the above mentioned lease.

Please be informed that the lease payment of \$2,150.00 is due and payable for each six months throughout the Lease term. Each six months of rent shall be due and payable in advance of March 1st for the first six months and September 1st for the second six months.

Please also be informed that a certificate of insurance providing the required coverage must be furnished to TxDOT for commercial general liability insurance insuring against injury and damage during the lease term. All liability insurance policies must be with companies licensed by the Texas Department of Insurance and must include the following endorsements:

- TxDOT is to be included as an additional insured.
- A waiver of subrogation in favor of TxDOT
- A thirty (30) day notice of cancellation to TxDOT, if the insurance is cancelled.

Should you need additional information or explanation, please contact James Sexton at (361) 808-2207.

Sincerely,

Neida R. Eureste
South Region
Right of Way Manager

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer



Texas Department of Transportation

403 HUCK STREET • YOAKUM, TEXAS 77995-2973 • (361) 293-4300

May 2, 2012

Corpus Christi District
Nueces County
US Hwy 181
CSJ: 0101-06

Re: Assignment of TxDOT Lease No. L16-178-311

Nicolas Garcia, Jr.
7 Royal Oaks Blvd.
Hickory Creek, TX 75065-2929

Dear Mr. Garcia:

Enclosed for your records is a copy of the Lease Assignment for the above mentioned lease.

Should you need additional information or explanation, please contact James Sexton at (361) 808-2207.

Sincerely,

Nelda R. Eweste
South Region
Right of Way Manager

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

LEASE ASSIGNMENT
(Limited Release)

Date: April 26, 2012

Assignor: Nicolas Garcia, Jr.

Assignee: FAJITAVILLE, LLC

Lease No. L16-178-311

Date: March 5, 2008

Lessor: Texas Department of Transportation

Lessee: Nicolas Garcia, Jr.

Premises: The property more particularly described on Exhibits "A", "B", "B-1", "C", "C-1" and "D" attached hereto and incorporated herein for all purposes.

Assignor assigns to Assignee Lessee's interest in the Lease. Assignor agrees that Assignor remains liable to Lessor for the performance of all of Lessee covenants, duties and obligations accruing under the Lease prior to the date hereof, including without limitation, the indemnity provisions; provided however, that Assignor is hereby released from all such liability accruing after the date of this Assignment.

Assignee agrees to assume Lessee's obligations under the Lease and to accept the premises in their present "AS IS" condition.

Lessor consents to this Assignment and to the above-described limited release of Assignor.

ASSIGNOR:

ASSIGNEE:

Name of company:

Name of company:

FAJITAVILLE, LLC

By:

Nicolas Garcia
(signature)

By:

[Signature]
(signature)

Printed name:

Nicolas Garcia, Jr.

Printed name:

LYNN FRAEIER

Title: _____

Title: President

LESSOR:

Texas Department of Transportation

By: 
(signature)

Printed name:

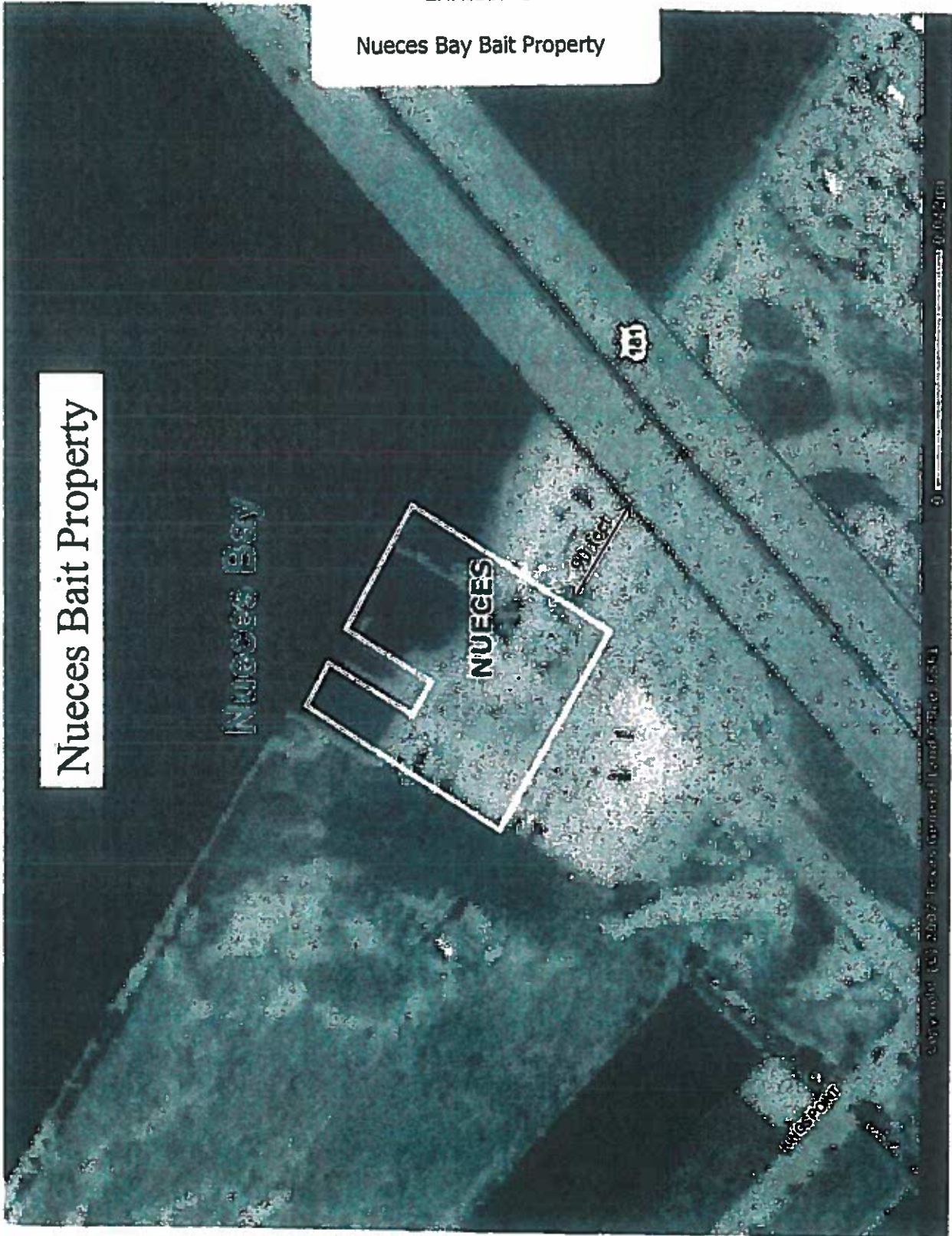
Lonnie J Gregory

Title: Interim District Engineer

EXHIBIT B

Nueces Bay Bait Property

Nueces Bait Property



0 0.042 mi

Copyright © 2007 Texas General Land Office (TGLO)

NUECES POINT

EXHIBIT B-1

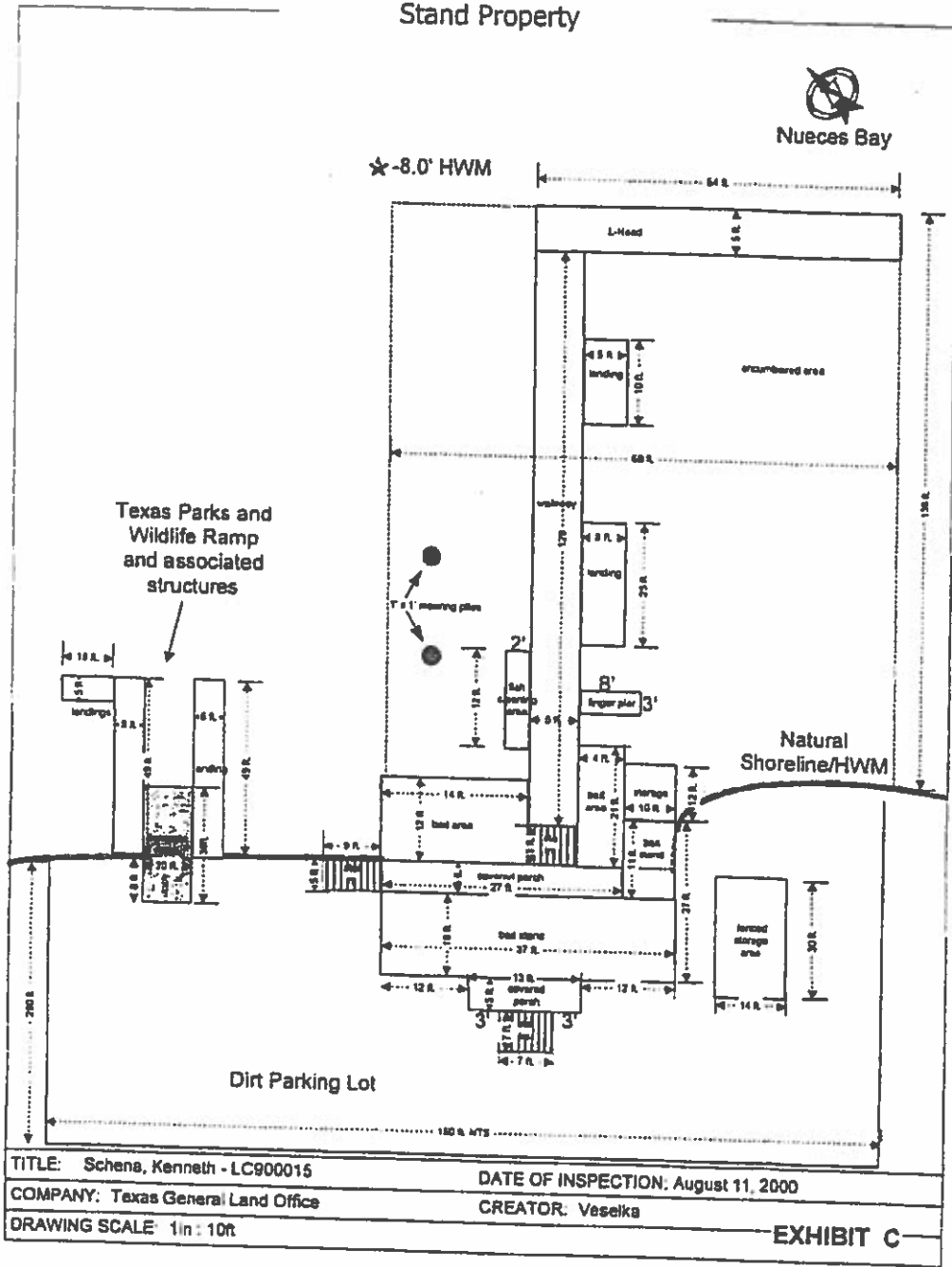
Nueces Bay Bait Property
Aerial View



Nueces Bait Stand

EXHIBIT C

Drawing of Nueces Bay Bait Stand Property



TITLE: Schena, Kenneth - LC900015

DATE OF INSPECTION: August 11, 2000

COMPANY: Texas General Land Office

CREATOR: Veseika

DRAWING SCALE: 1in : 10ft

EXHIBIT C

EXHIBIT C-1
 Drawing of Texas Parks and
 Wildlife Department
 Boat-ramp



Nueces Bay

Tide: normal
 visibility 1 ft.

Unvegetated
 Submerged

Concrete L-Head

★ -5.5' HWM

Scattered
 Oysters

Outlet
 Rest
 Crushed Concrete
 Rip-Rap
 @ 2' (W)

property line

Approximate 6'ish Boundary—Natural Stone line @ +7' HWM

Upland
 (Parking Lot)

Legal Description: Nueces Bay, Tract 788, South Side, West Side of Causeway,
 Adjacent to US 181 in Corpus Christi

Upland Vegetation: Unvegetated (Parking Lot)
 Highest Upland Elevation: 2' HWM

Exhibit B

ML



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
826 FEDERAL OFFICE BUILDING
AUSTIN, TEXAS 78701**

December 2, 1977

IN REPLY REFER TO

HRW-TX

*✓ Nov. 16, 1977
mnt 03*

Multiple Use Agreement
City of Corpus Christi, Texas

Project FAP-204
Nueces County
Control 101-6
U.S. 181: Near the south end of
Nueces Bay Causeway

Mr. B. L. DeBerry
Engineer-Director
State Department of Highways
and Public Transportation

Attention: Mr. Byron C. Blaschke

Dear Sir:

The subject Multiple Use Agreement submitted with your letter of November 28, 1977, is approved, subject to Federal Highway Administration receipt of and concurrence in the construction plans for this proposed facility as provided in Item 1 of the Agreement.

We further concur that the proposed facility is considered to be a non-major action and a Negative Environmental Declaration is not required.

Sincerely yours,

Jack D. Staples

John J. Conrado
Division Administrator
By: Jack D. Staples



US 181 Parking Facility Recreation etc 1977 Nov 16

© 2013 Google

Google earth

Imagery Date: 11/22/2011 1950

27° 51' 04.50" N 122° 03' 50" W elev: 3 ft

Elev: all 25480 ft



2011-11-11
101-6
Attention

COMMISSION

REAGAN HOUSTON CHAIRMAN
DEWITT C. GREER
CHARLES E. SIMONS

**STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION**

AUSTIN, TEXAS 78701

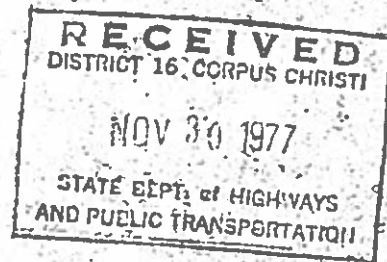
ENGINEER-DIRECTOR
B. L. DEBERRY

November 28, 1977

IN REPLY REFER TO
FILE NO. **D-18M**

**Multiple Use Agreement
City of Corpus Christi
US 181: Near the south end of
Nueces Bay Causeway
Control 101-6, Nueces County**

**Mr. John J. Conrado
Division Administrator
Federal Highway Administration
Austin, Texas 78701**



Attention: Mr. Jack Staples

Dear Sir:

Attached is a copy of a Multiple Use Agreement for the area within the right of way of US Highway 181 from the normal shoreline to the south end of the Nueces Bay Causeway.

The maintenance, operation and funding of this facility shall be entirely the responsibility of the City. The construction plans will be submitted to this office prior to the initiation of work. This is considered to be a non major action, and as such, a Negative Environmental Declaration is not required.

Your approval of this agreement is requested.

Sincerely yours,

**B. L. DeBerry
Engineer-Director**

By:

[Signature]
**Byron C. Blaschke, Chief Engineer
of Maintenance Operations**

ML
Attach.
cc: District 16

[Handwritten initials]



COMMISSION

REAGAN HOUSTON CHAIRMAN
DEWITT C. GREER
CHARLES E. SIMONS

**STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION**

AUSTIN, TEXAS 78701

ENGINEER-DIRECTOR
B. L. DEBERRY

December 12, 1977

IN REPLY REFER TO
FILE NO. D-18M

Multiple Use Agreement
City of Corpus Christi
US 181: Near the south end of
Nueces Bay Causeway
Control 101-6, Nueces County

Mr. Roger Q. Spencer, Jr.
District Engineer
Corpus Christi, Texas

Dear Mr. Spencer:

Attached are two executed copies of a Multiple Use Agreement for the area within the right of way of US Highway 181 from the normal shoreline to the south end of the Nueces Bay Causeway. This Agreement is approved subject to Federal Highway Administration receipt of and concurrence in the construction plans for this facility as provided in Section I-1 of the Agreement.

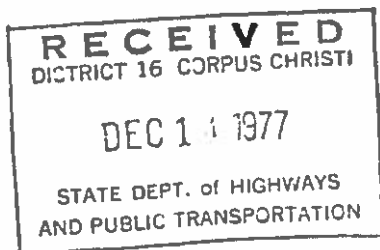
Please submit one of the agreements to the City for their files.

Sincerely yours,

B. L. DeBerry
Engineer-Director

By:

Byron C. Blaschke
Byron C. Blaschke, Chief Engineer
of Maintenance Operations



ML

Attach.

P. O. Box 7708
Corpus Christi, Texas 75415
December 15, 1977

Control 101-6
US 181
Nueces County

Multiple Use Agreement
City of Corpus Christi

Mr. L. W. Hennings
Director, Department of Inspections
and Operations
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78408

Dear Mr. Hennings:

Attached is your executed copy of the multiple use agreement for the area within the right of way of US 181 from the normal shoreline to the south end of the Nueces Bay Causeway.

This agreement is approved subject to the State and the Federal Highway Administration receipt of and concurrence in the construction plans for this facility as provided in Section I-1 of the agreement.

Sincerely,

Foger Q. Spencer, Jr.
District Engineer
District Number Sixteen

#CZ:dh
Attachment

MULTIPLE USE AGREEMENT

THE STATE OF TEXAS X

COUNTY OF NUECES X

This agreement made this 6th day of OCTOBER, A.D. 1977, by and between the State Department of Highways and Public Transportation, hereinafter referred to as "State", party of the first part, and the City of Corpus Christi, hereinafter called the "City", party of the second part.

WITNESSETH

WHEREAS, the City has requested the State to approve and assist in development and operation as a multiple use area, for recreation, parking, and other public purposes, the area within the right of way of US Highway 181 from the normal shoreline to the south end of the Nueces Bay Causeway, as shown on the attached layout.

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety; impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. The parties hereto will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans. Said plans shall include the design of the access control, necessary horizontal and vertical clearances from highway structures, adequate landscape treatment, adequate illumination, and general layout; and they shall also delineate and define the construction responsibilities of both parties hereto and when approved, shall be attached to the agreement and made a part thereof in all respects. Any future revisions or addition of permanent improvements shall be made after prior approval of the State.
2. Ingress and egress shall be allowed at all times to such facility for State forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited if it would interfere with the conduct of said operations.

3. Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1-1/2 ton trucks, such vehicles to conform in size and use to governing laws.
4. Regulations shall be established prohibiting the parking of vehicles transporting inflammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising, or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper usage of the area will be prohibited. All signs shall be approved by the State.
5. Maintenance and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without approval of the State. Further, such responsibility shall include picking up trash, mowing, and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.
6. Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operation thereof, and shall be subject to State approval.
7. This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right of either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.
8. All structures located or constructed within the area covered by the agreement shall be constructed in accordance with the Southern Standard Building Code. The storage of inflammable materials or other operations deemed to be a potential fire hazard shall be subject to regulation by the State. No structures shall be located under the Nueces Bay Causeway nor within 100 feet of the causeway. All structures within the facility shall be maintained in good condition and the exterior material painted when required.
9. If in the sole judgement of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety, or that the facility is not being properly operated such that it constitutes a nuisance, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility, or (2) terminated and the use of the area as proposed herein discontinued.
10. Upon written notification by either party hereto that such facility should be discontinued, each party shall, within one year, clear the area of all facilities that were its construction responsibilities under this agreement,

as necessary to restore the area to a condition satisfactory to the State.

11. It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.
12. The City shall, insofar as it is legally permitted and subject to such limitations, indemnify the State against any and all damages and claims for damages, including those resulting from injury to or death of persons or for loss of or damage to property, arising out of, incident to or in any manner connected with its construction, maintenance or operation of the facility, which indemnification shall extend to and include any and all court costs, attorney fees and expenses related to or connected with any claims or suits for damages and shall, if requested in writing by the State to do so, assist the State with or relieve the State from defending any suit brought against it. Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall promptly pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, or its duly authorized agents or employees, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party or parties against either of the parties hereto nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties hereto, but the other party hereto shall become fully subrogated to the State and shall be entitled to maintain an action over and against third party or parties legally liable for having caused it to pay or disburse any sum of money hereunder.

13. The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so.
14. It is to be understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for right of way purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes.
15. "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Federal-Aid Highway Program Manual, shall be attached to and become a part of this agreement.

The City, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Right Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the lease and reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The attached Exhibits B, C, D, and E constitute a part of this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City on the 6th day of October, A.D. 1977, and the State on the 16th day of NOVEMBER, A.D. 1977.

CITY OF CORPUS CHRISTI

By: [Signature]
R. Marvin Townsend, City Manager

ATTEST:
[Signature]
City Secy. Title

APPROVED: Oct 5, 1977
J. BRUCE AYCOCK, CITY ATTORNEY

By: [Signature]
Asst. City Attorney

[Signature]
Director of Finance

13968 AUTHORIZED

BY COUNCIL 10-5-77

[Signature]
SECRETARY

STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofor approved by the State Highway and Public Transportation Commission.

By: [Signature]
Engineer-Director

APPROVAL RECOMMENDED:

[Signature]
District Engineer

[Signature]
Chief Engineer of Maintenance Oper.

[Signature]
Chief Engineer of Highway Design

ATTACHMENT A

Inasmuch as this project is on the Federal-aid highway system, the following additional requirements are applicable in accordance with the Federal Highway Administration's Federal-Aid Highway Program Manual.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the State Department of Highways and Public Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the State Department of Highways and Public Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior State Department of Highways and Public Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revokable in the event that the airspace facility ceases to be used or is abandoned.

ATTACHMENT B

NUECES BAY BAIT STAND LEASE AREA

Being a portion of Nueces Bay and a portion of Block 415, Brooklyn Addition, as shown by map of record in Volume A, Page 32, Map Records, Nueces County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a point in the centerline of State Highway No. 181 right of way, said point being Engineers Station 995 + 01.33 and being the South end of the concrete deck of the Nueces Bay Causeway:

THENCE N. $50^{\circ} 23'$ E. along the centerline of said right of way a distance of 236.83 feet to a point which is Engineers Station 992 + 64.5;

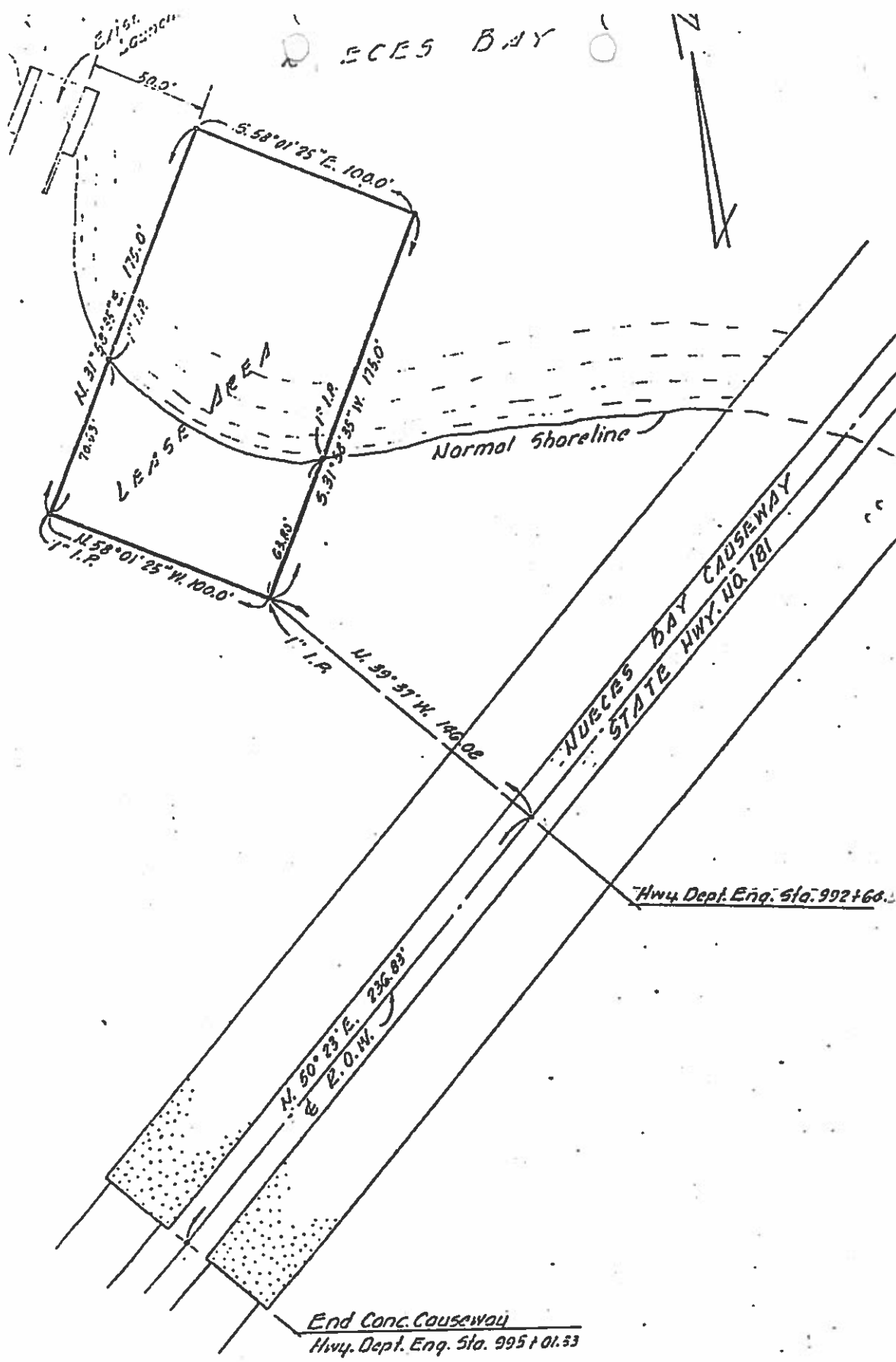
THENCE N. $39^{\circ} 37'$ W. a distance of 146.08 feet to a point for the Southeast and beginning corner of the tract of land herein described;

THENCE N. $58^{\circ} 01' 25''$ W. a distance of 100.0 feet to a point;

THENCE N. $31^{\circ} 58' 35''$ E., passing the normal shoreline of Nueces Bay at 70.53 feet, in all a distance of 175.0 feet to a point on the bottom of said Nueces Bay;

THENCE S. $58^{\circ} 01' 25''$ E., along the bottom of said Nueces Bay, a distance of 100.0 feet to a point;

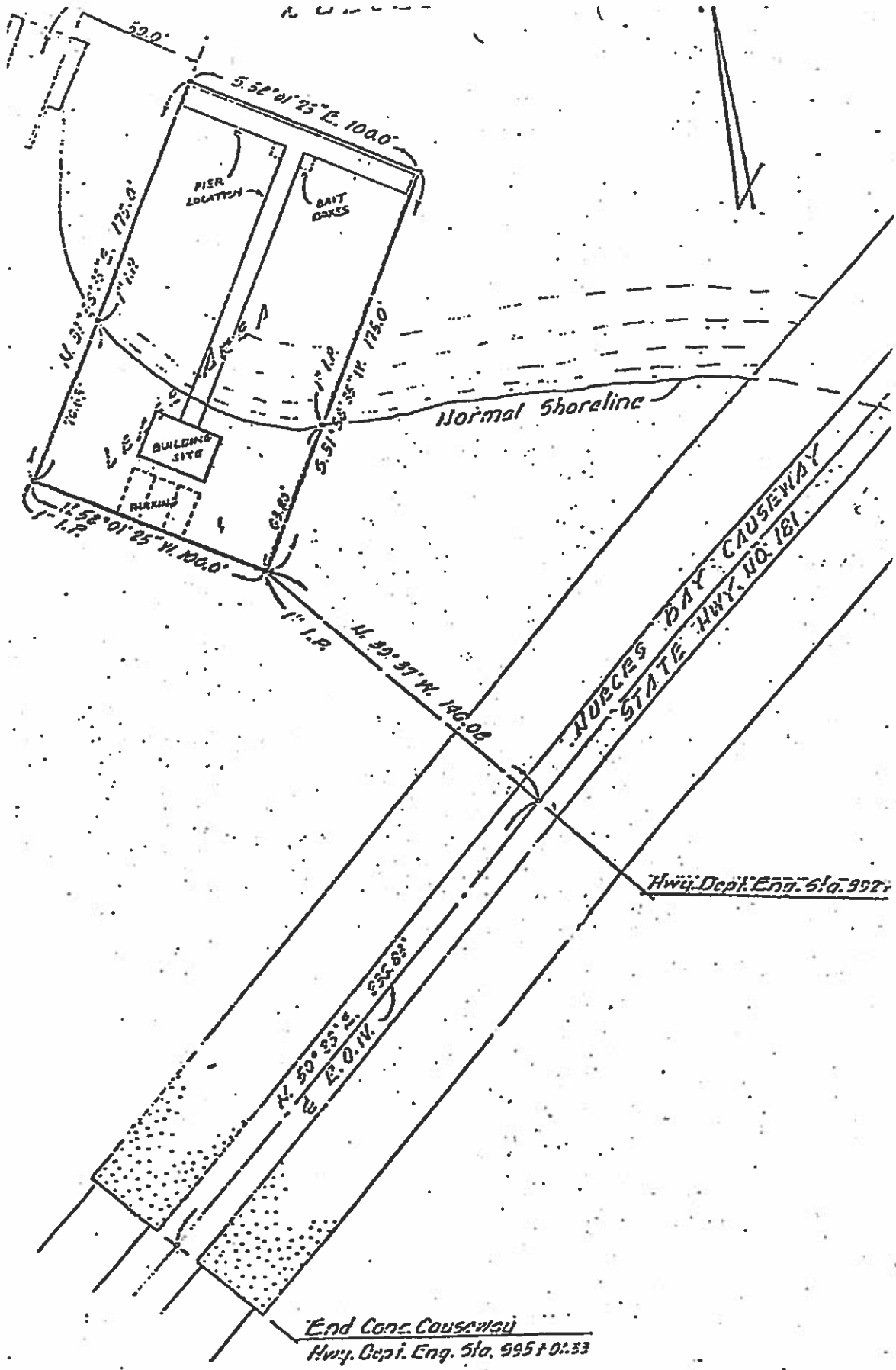
THENCE S. $31^{\circ} 58' 35''$ W., along the bottom of said Nueces Bay, passing the normal shoreline of said bay at 111.20 feet, in all a distance of 175.0 feet to the place of beginning and containing 17,500 square feet or 0.401 acres, more or less.



CITY OF CORPUS CHRISTI, TEXAS
 DEPARTMENT OF ENGINEERING AND
 PHYSICAL DEVELOPMENT
 PROPOSED NUECES BAY BAIT
 AND LEASE AREA

ATTACHMENT "C"

APRIL 1976 - Scale: 1" = 500' n.p.



OF CORPUS CHRISTI, TEXAS
 PLOT PLAN
 POSSED NURCES BAY BAIT
 LEASE AREA

ATTACHMENT "D"

Exhibit C