

Estoppel Certificate
(Master Community Covenant)

This Estoppel Certificate (herein so called) is entered into effective as of April 25, 2012, by Mueller Master Community, Inc., a Texas non-profit corporation ("**Association**"), for the benefit of Mueller Hospitality, LP, a Texas limited partnership ("**Borrower**"), and Sovereign Bank ("**Lender**") and their respective successors and assigns.

WHEREAS, Lender has agreed to make a Loan (herein so called) to Borrower and in connection therewith, Borrower has agreed to grant Lender a security interest in and to that certain real property located in Travis County, Texas, more particularly described on Exhibit A, attached hereto and incorporated herein (collectively, the "**Property**");

WHEREAS, the Property is subject to that certain Mueller Master Community Covenant dated as of December 10, 2004, and recorded in the Official Public Records of Travis County, Texas (the "**Records**"), as Document No. 2004238007, as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by MCC Annexation Notice and Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050363 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, and as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records (as corrected and amended, the "**Master Community Covenant**"); and

WHEREAS, in connection with Lender's Loan to Borrower, the Association has agreed to make certain certifications to Borrower and Lender with respect to the Master Community Covenant, upon which certifications Borrower and Lender may rely;

NOW, THEREFORE, in consideration of the recitals contained above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association does hereby certify, as of the date hereof to its current, actual knowledge, to Borrower and Lender, with the intention that such parties rely thereon, that:

- (a) The Master Community Covenant is in full force and effect;
- (b) Neither the Property nor the Borrower is currently in default of the Master Community Covenant and that the Association is not aware of any condition that with the passage of time, the giving of notice, or both, would be a default under the Master Community Covenant by the Borrower or the Property;
- (c) Neither the Property nor Borrower owes any past-due assessments of any kind (including, without limitation, regular assessments or special assessments) under the Master Community Covenant, and with respect to the Master Community Covenant, there are no notices of liens or liens for assessments or for other past-due sums or violations of any covenants under the Master Community Covenant filed or threatened to be filed against the Property or with the passage of time (unless due to a future default or failure to pay assessments under the Master Community Covenant), will be filed, against the Property; and
- (d) The current regular monthly assessment levied by the Association is \$34.00 per Assessment Unit. To determine the total amount of regular assessments attributable to the Property, multiply the regular monthly assessment per Assessment Unit by the total number of Assessment Units assigned to the Property in the applicable MCC Annexation

Notice. No special assessments have been levied against the Property as of the date of this certificate.

- (e) Notwithstanding the terms of the Master Community Covenant, any assessment lien (an "Assessment Lien") levied against the Property in connection with the Master Community Covenant is subordinate to all sums secured by any deed of trust lien in favor of Sovereign Bank or the Greater East Texas Certified Development Corporation or U.S. Small Business Administration (or any successor, assign or nominee of the foregoing lenders) (collectively, "Mortgagee"), regardless of whether Mortgagee holds a first lien or second lien (collectively, the "Mortgage Lien") against the Property and regardless of whether any such Mortgage Lien is recorded before or after the date that the Assessment Lien accrues and attaches to the Property.

The undersigned has executed this Estoppel Certificate with the knowledge and understanding that Lender is making the Loan in reliance on this Estoppel Certificate and that the Association will be bound by this Estoppel Certificate. The statements contained herein may be relied upon by Borrower, Sovereign Bank, the Greater East Texas Certified Development Corporation and the U.S. Small Business Administration and their respective successors and assigns.

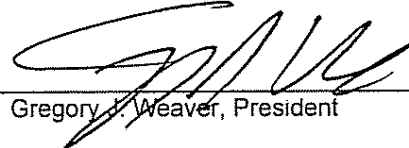
As used herein, the phrase "current actual knowledge" means the actual, current, conscious knowledge as of the effective date of this Estoppel Certificate of Gregory J. Weaver, in his capacity as President of the Association (and not individually), without any duty of investigation of any kind, nature or character whatsoever, and does not include constructive, imputed or inquiry knowledge. Any statements made by Gregory J. Weaver are made in his capacity as President of the Association and not in his individual capacity.

Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Covenant.

IN WITNESS WHEREOF, the undersigned hereby executes this Estoppel Certificate on behalf of the Association as of the date first set forth above.

[Signature and acknowledgment on following page]

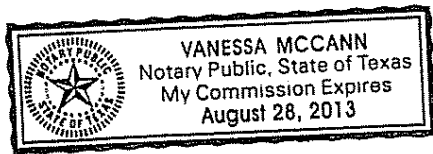
MUELLER MASTER COMMUNITY, INC., a Texas non-profit corporation

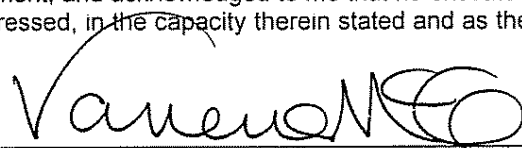
By: 
Gregory J. Weaver, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on April 25, 2012, by Gregory J. Weaver, as President of Mueller Master Community, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.




Notary Public
State of Texas

Signature Page

EXHIBIT A

Property Description

Lot 1B-1, RESUBDIVISION OF LOT 1B, RESUBDIVISION OF LOT 1, BLOCK "B", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 201000132, Official Public Records, Travis County, Texas.

Exhibit A

Mueller Hospitality/Sovereign Bank -- Master Community Covenant
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