

**EXHIBIT “C”
TO
MASTER AGREEMENT**

HEMISFAIR P3 GUIDELINES

[ATTACHED]

Public-Private Partnership ("P3 Program") Guidelines

Hemisfair Park Area Redevelopment
Corporation

Approved by HPARC Board on June 13, 2014



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ARTICLE I. INTRODUCTION

Hemisfair Park Area Redevelopment Corporation (“**HPARC**”) is a local government corporation and a not-for-profit 501(c)(3) created by the City of San Antonio (“**City**”) in accordance with Chapter 431 of the Texas Transportation Code.

The mission of HPARC is to accomplish certain governmental purposes of the City, to wit: assist with acquiring property, planning, developing, constructing, managing, maintaining and financing projects within and adjacent to Hemisfair. HPARC has adopted these “P3 Program Guidelines” to accommodate greater use of public-private partnerships in fulfilling this mission. These Guidelines are intended to be reasonable, encourage competition, and guide the selection of projects under the purview of HPARC. These Guidelines are designed to be compatible and consistent with the *Public and Private Facilities and Infrastructure Act*, S.B. 1048, 82nd Legislature, Chapter 2267, Texas Government Code (the “**P3 Act**”) and the City’s Public Private Partnership Guidelines; provided, however, that HPARC intends to retain the maximum amount of flexibility permitted under Texas law with regard to the process of soliciting and selecting proposals for public-private partnerships.

A general outline of HPARC’s process for soliciting, reviewing and selecting public-private partnerships is set forth on the attached Exhibit A, which is incorporated herein by reference for all purposes.

ARTICLE II. PROJECT SOLICIATION AND RESPONSES

Section 2.01 PROJECT IDENTIFICATION

In consultation with the City and in consideration of the Hemisfair Master Plan, HPARC may identify projects for potential public-private partnership within and around Hemisfair. These public-private partnerships may include real estate development within and around Hemisfair and other activities that will further HPARC’s mission of improving Hemisfair in accordance with HPARC’s mission, the Hemisfair Master Plan and other City policies.

Section 2.02 SOLICITATIONS

HPARC shall prepare and issue the RFP and RFQ solicitations in accordance with these Guidelines and HPARC procurement policy and procedures. All RFP’s or RFQ’s issued by HPARC shall be by issuance of a written solicitation. HPARC will not accept any unsolicited proposals. HPARC staff may elect to proceed directly to the RFP Process (thereby skipping the RFQ Process) when such action is deemed appropriate and desirable.

Section 2.03 RESPONSES TO SOLICITATIONS

Responses to solicitations for RFQs and/or RFPs shall include the information requested in such solicitations and the procedures and requirements applicable to any particular solicited proposal shall be specified in the written solicitation.

Responses to RFQ should provide detailed information on the respondent's qualifications and experience. Respondent should detail demonstrable experience in the development and operation of projects similar to the proposed project. The submission should describe relevant experience with respect to the development and operation of other commercial or public-private partnership projects, distinguishing the experience of the private entity (including joint venture partners) from that of consultants and other team members.

Responses to the RFP should detail information regarding the proposed project in accordance with the instructions set forth in the RFP. In general, this information should include the following:

- *Project Overview:* An overview of the proposed project, including the conceptual design of any facility or a conceptual plan for the provision of services. The conceptual design for facilities, at a minimum, should include concept renderings, a concept site plan, and elevations that collectively illustrate the location, size, and context of the qualifying project.
- *Project Feasibility Analysis:* Analysis of the following: (1) project location and site, and (2) marketing and competitive position of proposed project
- *Project Impact Analysis:* (1) community impacts of project, and (2) construction schedule and impacts of proposed project.
- *Financial Analysis:* Project budget, proforma financial statements, sensitivity analysis and bond requirements.
- *Project Risk:* An assessment of the risks inherent in the proposed project.

Section 2.04 RESPONDENT'S QUALIFICATIONS: RESPONDENT SHALL SUBMIT INFORMATION REQUIRED IN SECTION 3.05. CLARIFICATION OF PROPOSALS

HPARC may, at any time, request in writing for the respondent to clarify its submission or proposal.

Section 2.05 OPEN RECORDS ACT

Any information provided to HPARC by a respondent may be subject to disclosure pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code (the "Open Records Act"). Any records provided to HPARC in relation to a proposal that

contain trade secrets, financial records not generally available to the public through regulatory disclosure filings, or information that if made public would adversely affect the financial interest or bargaining position of the proposer or respondent should be identified and labeled as "confidential" by a respondent. Respondents are advised that notwithstanding such labeling, such information may be deemed open and subject to disclosure. In the event of a request for information related to a solicited proposal, the Office of the Texas Attorney General will determine whether the requested information may be protected from public disclosure.

Section 2.06 REVIEW FEE

HPARC may assess a preliminary review fee in an amount to be determined by HPARC. If applicable, the fee shall be paid to HPARC at the time a response is submitted and shall be used to cover the costs of processing, reviewing and evaluating the response.

Section 2.07 DESIGNATED CONTACT

HPARC designates the following representative to meet with private entities who are considering submitting a proposal:

Omar Gonzalez
434 South Alamo Street
San Antonio, TX 78205

omar.gonzalez@hemisfair.org

HPARC's designee is available *by appointment only*, Monday – Friday between 9:00 a.m. – 5:00p.m., Central Time, excluding holidays.

ARTICLE III. EVALUATION AND SELECTION OF PROPOSALS

Section 3.01 SELECTION CRITERIA

Evaluation and selection criteria shall be described in the RFQs and RFPs and responses shall be reviewed in accordance with the process set forth on Exhibit A and the provisions set forth in these Guidelines.

Section 3.02 PROFESSIONAL ANALYSIS.

Prior to recommending approval of a project, HPARC shall have either its staff, City's staff, or qualified professionals or consultant provide independent analyses regarding the specifics, advantages, disadvantages, and long-term and short-term costs of the proposal similar to the analysis required under Section 2267.052(c)(2) of the P3 Statute. HPARC

shall determine on a case-by-case basis whether such analysis should be performed by HPARC staff, City staff, or outside professionals.

Section 3.03 NOTIFICATION OF AFFECTED JURISDICTIONS

HPARC shall consult with City staff throughout the process of soliciting, reviewing and selecting proposals.

Section 3.04 SCHEDULE FOR REVIEW OF PROPOSALS

Within 30 days of receipt of the proposals and any supplemental information or clarifications requested by HPARC, the Oversight Committee shall evaluate the proposals and determine if any of the proposals should be presented to the HPARC Planning and Development Committee (in accordance with Exhibit A). If the Oversight Committee makes a recommendation for one or more of the proposals to be presented to the HPARC Planning and Development Committee, then the HPARC Planning and Development Committee shall review those proposals (generally within thirty (30) days), and will make its recommendation to the HPARC Board. Following negotiation of a Contract, the HPARC Planning and Development Committee and Board shall meet again to review such proposed contract for consideration by the City Council.

At any time, HPARC may request additional information or a meeting with any respondent to seek clarification regarding any aspect of a proposal and extend the timeframe for its review.

Section 3.05 SELECTION CRITERIA AND EVALUATION FACTORS

Factors to be considered in evaluating proposals shall include but not be limited to the following:

(a) Qualifications and Experience:

- (1) Experience working with the public sector on public-private real estate development projects;
- (2) Experience, training and preparation with projects of similar size, scope and complexity;
- (3) The extent of personnel, logistical resources, bonding capacity, and the ability to complete the qualifying project in a timely and professional manner;
- (4) Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost-control and project safety;

- (5) Demonstrated compliance with applicable laws, codes, standards, regulations, and agreements on past projects;
- (6) Leadership structure;
- (7) Project manager's experience;
- (8) Management and operational plans;
- (9) Financial condition and capacity; and
- (10) Project ownership.

(b) Project Characteristics:

- (1) Project scope and scale, land use and product mix;
- (2) The extent that the timing of the qualifying project is consistent with the City's SA2020 Plan and the Hemisfair Master Plan;
- (3) Operation of the qualifying project;
- (4) Technology; technical feasibility;
- (5) Environmental impacts;
- (6) Federal, state and local permits; and
- (7) Maintenance of the qualifying project.

(c) Project Cost and Financing:

- (1) Cost and cost benefit to HPARC and the City;
- (2) Financing and the impact on the debt or debt burden of HPARC and/or the City;
- (3) Financial plan, including overall feasibility and reliability of plan; operator's past performance with similar plans and similar projects; the degree to which the private entity has conducted due diligence investigation and analysis of proposed financial plan and the results of any such inquiries or studies;
- (4) Estimated project cost and life-cycle cost analysis; and
- (5) The identity, credit history, past performance of any third party that will provide financing for the qualifying project and the nature, amount, and timing of their commitment, as applicable.

(d) *Community Impact:*

- (1) Community benefits, including the economic impact the qualifying project will have on the City and affected jurisdictions in terms of tax revenue, the number of jobs generated and level of pay and fringe benefits of such jobs;
- (2) Community support or opposition;
- (3) Compatibility with existing and planned facilities; and
- (4) Compatibility with local, regional, and state economic development efforts.

(e) *Other Factors*

- (1) The extent the offered consideration generates value and returns to HPARC and/or the City and benefits to the public, including in-kind consideration greater than the fair market value of the asset;
- (2) The proposed cost of the qualifying project;
- (3) The general reputation, industry experience, and financial capacity of the private entity;
- (4) The proposed design of the qualifying project;
- (5) Opportunity cost of taking an alternative action;
- (6) The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
- (7) The private entity's plans to employ local contractors and residents; and
- (8) Other criteria that HPARC deems appropriate.

ARTICLE IV. DEVELOPMENT AGREEMENTS

Any development agreement shall define the rights and obligations of HPARC and the contracting party with regard to the qualifying project. Any comprehensive development agreement entered into pursuant to these Guidelines is subject to approval by City Council. The City or HPARC shall accept no liability for development or operation of a qualifying project prior to entering into a development agreement. Each comprehensive development agreement shall define the rights and obligations of HPARC and the contracting person with regard to the qualifying project. The terms of the agreement shall be tailored to address the specifics of the qualifying project and may include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in

connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;

2. The review of plans and specifications for the qualifying project by HPARC;
3. The rights of HPARC to inspect the qualifying project to ensure compliance with the development agreement;
4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the qualifying project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the contracting person by HPARC to ensure proper maintenance;
6. The terms under which the contracting person will reimburse HPARC for services provided;
7. The policy and procedures that will govern the rights and responsibilities of HPARC and the contracting person in the event that the development agreement is terminated or there is a material default by the contracting person including the conditions governing assumption of the duties and responsibilities of the contracting person by HPARC and the transfer or purchase of property or other interests of the contracting person by HPARC;
8. The terms under which the contracting person will file financial statements prepared in accordance with generally accepted accounting principles on a periodic basis but not less than annually;
9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that are the same for persons using the facility under like conditions and that will not materially discourage use for the qualifying project;
10. A copy of any service contract;
11. A schedule of the current user fees or lease payments;
12. Classifications according to reasonable categories for assessment of user fees;
13. The terms and conditions under which HPARC may contribute financial resources, if any, for the qualifying project;
14. The terms and conditions under which existing site conditions will be assessed and

addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;

15. The terms and conditions under which HPARC will be required to pay money to the private entity and the amount of any such payments for the qualifying project;
16. Liquidated damages for breach of contract;
17. Appropriate protections against potential bankruptcy;
18. A periodic reporting procedure that incorporates a description of the impact of the qualifying project on HPARC and the City; and
19. Other requirements of the P3 program or applicable law or that HPARC deems appropriate.

ARTICLE V. CITY COUNCIL AUTHORIZATION AND APPROVAL

Upon completion of the requirements of these Guidelines and the prescribed notice and hearing requirements, the HPARC may present a qualifying project in the form of an interim or comprehensive development agreement to the City Council for consideration. No agreements shall be valid prior to the approval of the City Council through a duly passed City Ordinance.

ARTICLE VI. DEFINITIONS

Section 6.01 ABBREVIATIONS

Unless otherwise specified, whenever the following abbreviations are used in these Guidelines, they have the meanings set forth below:

Section 6.02 DEFINITIONS

The following terms shall have the meanings set forth below:

HPARC	Hemisfair Park Area Redevelopment Corporation
P3	Public-Private Partnership
RFP	Request for Proposals
RFQ	Request for Qualifications

“Oversight Committee” means an HPARC designated committee consisting of qualified professionals of the City and HPARC in accordance with §2267.052(c)(2) of the Act, but not limited to representatives from the TCI Department (Licensed Architect or Professional Engineer), the City’s Executive Leadership Team, Finance Department or Office of

Management and Budget (Certified Public Accountant) and the City Attorney's Office.

"Respondent" means a private entity that submits a proposal in response to a solicitation by the Governmental Entity.

"Solicitation" means a written request for services issued by HPARC, in which HPARC elects to solicit proposals for a Qualifying Project as a public-private partnership subject to these guidelines, which may include business plans, relevant information, expressions of interest, ideas, offers, proposals, qualifications, or any combination thereof.

Exhibit A – Hemifair Development Selection Process (revised)

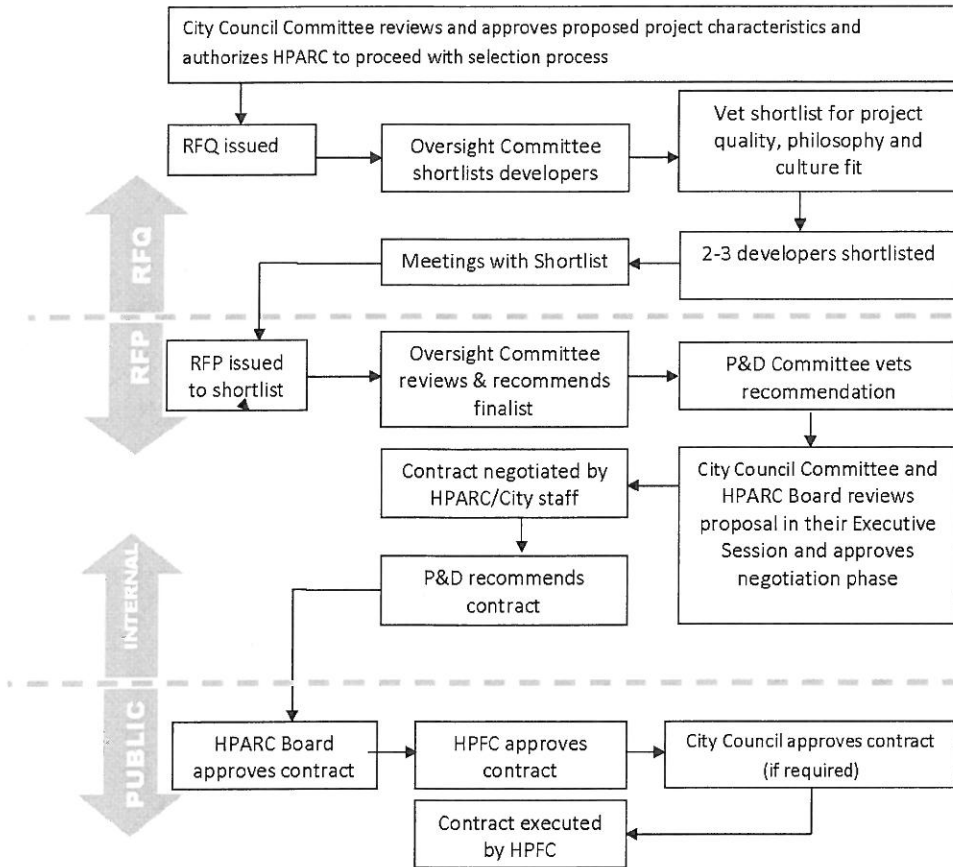


EXHIBIT "D"
TO
MASTER AGREEMENT

EXISTING BUILDINGS ON LANDLORD PROPERTY

Sweeney House
Gazebo
Schultze House
Mayer Halff House
Beethoven Hall/Magik
Amaya House
Sam Smith House
UNAM

**EXHIBIT “E”
TO
MASTER AGREEMENT**

**HEMISFAIR CONSERVANCY
Gift Acceptance Policy**

Summary Statement

The Hemisfair Conservancy (“Conservancy”) is a public charitable organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

The Conservancy strongly encourages the solicitation and acceptance of gifts which help it fulfill its stated mission: to serve as an empowering conduit of philanthropy to elevate San Antonio by ensuring exceptional quality and longevity of the Hemisfair public spaces and their amenities for generations. Philanthropic funding has become an essential resource which enables Hemisfair Park Area Redevelopment Corporation (HPARC) to continue to create a series of beloved urban parks embraced by a vibrant walkable neighborhood.

The Conservancy’s goal is to assist in the funding of Hemisfair projects and programs with gifts that generate more benefit than cost and which are aligned with the mission and goals of the Conservancy. Once a gift is accepted by the Conservancy, the administration and investment of the gift becomes the responsibility of the Conservancy’s Board of Directors (“Board”).

The Conservancy’s fundraising programs subscribe to the Association of Fundraising Professionals (AFP) Code of Ethics and Partnership for Philanthropic Planning (formerly National Committee on Planned Giving) Model Standards of Practice. The AFP Code of Ethical Principles and Standards is available online at www.afpnet.org/files/ContentDocuments/CodeofEthics.pdf.

The Conservancy’s procedures and policies for counting, reporting and recognizing gifts comply with all IRS regulations. The Conservancy abides by the rules and regulations of the Financial Accounting Standards Board (FASB) as they affect the recording and receipting of gift income.

The Conservancy may seek gifts and grants from individuals, corporations, foundations and other appropriate entities. However, gifts or grants may be sought only for programs that have either been approved by the Board or have been included in HPARC or Conservancy strategic plans or budgets.

Donors are encouraged both orally and in writing to share their intended gifting plans with their spouse and family members as well as their professional advisors.

The Conservancy values and protects its integrity and independence. As such, the Conservancy will not accept gifts that are too restrictive in purpose or inconsistent with the Conservancy's stated purposes and priorities. Gifts that may expose the Conservancy or HPARC to an unreasonable degree of liability or adverse publicity, require unreasonable expenditures or result in unexpected responsibilities must be approved by the Board before acceptance. Gifts that affect the Hemisfair master plan must be approved by the Conservancy and HPARC Boards.

The Conservancy will not accept gifts which are deemed to involve unlawful discrimination based upon race, religion, gender, age, national origin, color, disability or on any other basis prohibited by federal, state and/or local laws and regulations. Likewise, the Conservancy will not accept gifts which obligate it to violate any applicable law or regulation, or which violate its certificate of formation, charter, bylaws or tax-exempt status.

Monetary gifts which are not accompanied by direction from the donor concerning their use will be placed in an unrestricted Conservancy account unless designated by the Board for special use. Board approval is required prior to acceptance of any restricted gift.

The use of a gift may be restricted only by the gift's donor. Departments or programs do not have the power to restrict gifts. Estate gifts not restricted by the donor's estate planning documents or representatives will be placed in the Conservancy's endowment unless otherwise directed by action of the Board.

Up to 20 percent of all unrestricted gifts will be allocated to the Conservancy's endowment to sustain the parks and their amenities.

GIFT ACCEPTANCE POLICIES & PROCEDURES

The policies and procedures outlined below are current as of 18 Nov 14 and are not intended to give legal or financial advice. Please consult with your financial and/or legal advisor for more information and guidance to address your specific needs.

Gifts of Cash

The Conservancy is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code and accepts charitable gifts as allowed by applicable law. It accepts gifts of cash (including checks), as well as gifts made through credit card.

Reporting Policy:

Gifts of cash will be reported at their face value.

Gifts of Securities

The Conservancy also accepts gifts of publicly-traded securities. There may be distinct advantages to the donor in giving long-term appreciated securities, which are currently defined as security instruments that have been held for at least one year and are worth more now than their income tax basis.

Procedure for Accepting Gifts of Securities

For appreciated securities that a donor has held short term (currently defined as less than one year), only the cost basis is deductible (i.e., the donor will not be able to deduct the appreciation as he/she can with securities held long term held more than one year). Securities held long term are fully deductible at Fair Market Value (FMV) and the donor does not incur a tax on the unrealized capital gain.

In cases where the donor wishes to make a gift of securities, the correct procedures for handling gifts of stocks and bonds are:

If the Securities are Held in an Account with a Broker or Bank:

The donor should consult his/her investment broker or accountant regarding the appropriate securities to transfer. Have them arrange with the Conservancy's investment advisors for the transfer of the securities through Depository Trust Company to the Conservancy's account.

Please call the Conservancy office for a sample transfer letter and account information.

The donor should call the Conservancy office to advise that the transfer has occurred and also send a copy of the instruction letter sent to the donor's broker along with any special requests regarding the designation of the gift to:

Hemisfair Conservancy
424 S Alamo St
San Antonio, TX 78205
(210) 262-2502

If the Securities are in Certificate Form:

The donor may mail the unendorsed certificates, or deliver them by hand to the Conservancy office. He/she should enclose a letter describing the security that is being donated and special instructions for the gift, if any.

By Hand

1. The *unendorsed* stock or bond certificate(s) should be taken to:

Hemisfair Conservancy
424 S Alamo St

San Antonio, TX 78205
(210) 262-2502

2. A stock power should be signed – one power for each certificate, **with only the signature block completed**. *For publicly traded securities the signature must be guaranteed by a broker or bank.* Stock power forms are available from the Conservancy office as well as from most stockbrokers.

By Mail

1. The *unendorsed* stock certificate(s) should be sent by *registered mail* to the Conservancy.
Enclose: a brief note identifying the donor's name address, phone number and a description of the number of shares, the name(s) of the stock(s), and a statement regarding the purpose of the gift and any instructions intended.
2. In a *separate envelope*, by *regular mail*, send to the same address (see above) a signed stock power – one power for each certificate. The donor should sign the power exactly as his/her name appears on the certificate. **Do not complete any other section of the stock/bond power.**

Please note that for security reasons it is very important to send the unendorsed stock certificates and the signed stock powers in separate envelopes.

If held in certificate form, the effective date of the gift is the date postmarked on the envelope containing the certificates or date of hand delivery to the Conservancy.

If transferred electronically to the Conservancy's brokerage account, the effective date of the gift for valuation purposes is the date the stock is actually transferred into the Conservancy's account.

Reporting Policy/Valuation of Securities:

Gifts of securities are recorded at the FMV on the date of the gift. For publicly traded securities, the FMV is the mean between the high and the low prices on the date of the gift. Mutual fund shares are valued using the public redemption price on the date of the gift.

Disposition of Securities:

Securities, once donated to the Conservancy, are sold immediately in accordance with a standing order with the Conservancy's investment advisors. Only designated

Conservancy officers are authorized to issue instructions for the sale of donated securities and execute the documents required to transfer the stock to the ultimate purchaser. Brokers, unauthorized staff or any other persons who issue or accept instructions for the disposition of securities donated to the Conservancy who are not authorized by the Conservancy may be deemed to have engaged in unlawful transactions and in violation of the rules of one or more stock exchanges.

Disposition of Transfer/Sale Costs:

All transfer costs will be considered costs of doing business and will be borne by the Conservancy. A complete record of all securities donated to the Conservancy is kept in the office files. The files maintained by the Conservancy shall include:

Name of donor certificates	Certificate number and a photocopy of
Date gift received	High and low market value on date of receipt
Number of shares	Gross and net sale value
Name of stock	Name of transfer agent Photocopy of letter of transfer

Pledges

A pledge is a binding commitment to pay a specified amount at a certain point in the future, and may be paid periodically over the life of the pledge period. Pledges, especially those payable over multiple years, may afford donors an opportunity to make far more substantial gifts than might be the case if they are limited to making payment in full up-front or within a single year.

To be officially credited and entered into the Conservancy's records, all gifts, pledges and other forms of support must be documented by the donor in writing. An exception to this policy is a verbal pledge made during a "phone-a-thon" setting.

Pledge payments may be made annually, semi-annually, quarterly, monthly or other schedule reasonably requested by the donor and approved by the Conservancy. The Conservancy will be responsible for recording, acknowledging, billing and monitoring the status of all pledges and payments.

Gifts-in-Kind

In-kind gifts may be accepted by the Conservancy; provided, however, that they may not be used to substitute for the monetary donations required in relation to the naming opportunities described in Appendices B and C. Currently, the donor may claim as a tax deduction any gift of inventory based on the lower of the donor's cost or FMV (e.g., merchandise, building materials, equipment, landscaping, printing,

items used for special events, etc.). Such gifts should be usable by the Conservancy or HPARC as determined by the Conservancy in consultation with HPARC.

As of the effective date hereof, if the claimed value of the in-kind property exceeds \$500.00, the donor must complete IRS Form 8283 "Non-Cash Charitable Contributions" and attach it to his/her tax return. Note: Also refer to the section on "Gifts of Real Estate and Other Property" later in this policy.

Gifts of Real Estate and Other

Property

Real Estate

Gifts of real estate may be accepted on a case by case basis after the Conservancy's review of the following:

- Most recent survey available and current ownership and encumbrance report,
- Environmental study if available, which should include, but not be limited to, review of potential hazardous materials and endangered species on the site,
- Marketability of the property,
- Current market value of the property as determined by an acceptable valuation,
- Existence of any costs associated with ownership of the property such as fees, taxes, and insurance, and
- Existence of or potential for any encumbrances such as mortgages, restrictions or easements that would affect marketability.

Gifts of real estate will not be accepted until a checklist (available in the Conservancy office) has been completed and an appraisal received from a qualified independent appraiser or other acceptable opinion of value. The Conservancy reserves the right to accept or reject an independent appraisal presented by the donor, and if rejected may commission a qualified appraiser selected by the Conservancy to appraise the property as long as the appraiser has no direct affiliation with the donor or the Conservancy.

The Conservancy does not accept gifts of undivided interests in real estate or other property. The Conservancy will consider gifts of retained life estates provided that the property meets all other requirements of the Conservancy.

Donors are encouraged to pay for any assessments, reviews and audits, and should consult with their tax advisors to determine if these expenses may be tax-deductible or eligible to receive other favorable tax treatment.

In keeping with law, gifts of real estate may not be used to fund a charitable gift annuity.

Gifts of Other Personal Property

Gifts of personal property such as valuable artwork and furniture that are acquired with intent for display in the Hemisfair District must be coordinated in advance and receive approval from HPARC and the Historic Design and Review Committee (if HDRC approval is required by the proposed placement of the item within the Hemisfair District) before they can be accepted by the Conservancy.

Gifts of personal property such as valuable artwork, collections and jewelry that cannot be used by the Conservancy or HPARC shall only be considered if:

- A current (within one year), qualified independent appraisal shows the items are valued in excess of \$2,000,
- There is a market for selling such items in the near term in an orderly manner,
- Acceptance of the gift has been approved by the Board, and
- There are no restrictions as to the property's disposition.

A donor must declare any restrictions to a gift in writing before it is accepted by the Conservancy.

Unless properly restricted, any property that has been accepted by the Conservancy may be disposed of immediately at the Board's discretion. No gift that requires special security or facilities will be accepted without prior approval of the Board.

Donors will be notified after the Conservancy accepts a gift of personal property as to whether it intends to (i) hold the property for a period of time, (ii) hold the property for use in the Conservancy's or HPARC's programs, or (iii) dispose of the property. Should the Conservancy decide to sell, exchange or otherwise dispose of the property within two years of its receipt, the Conservancy will complete Form 8282 as required by the IRS. Property will be sold as it best fits the needs of the organization, as determined by the Conservancy in its sole discretion.

Exceptions to the above policy may be made by the Board on a case-by-

case basis. Reporting Policy:

Once a gift of personal property has been accepted, the donor will be recognized based on the current appraised value of his or her gift.

Life Insurance

It is possible to make a commitment to the Conservancy through a life insurance gift. Through relatively modest annual gifts, a donor can create a potentially major gift. Under current tax laws the donor's annual premiums are deductible for income tax purposes.

If a donor owns an insurance policy that is no longer needed for its original purpose, the policy can be donated to the Conservancy by naming it as both the owner and beneficiary of the policy. In general, the donor will be entitled to an income tax deduction for the cash surrender value of the policy and can deduct the amount of future premiums paid on it.

Reporting Policy:

In order to be officially accepted and entered in the Conservancy's records, ownership of the insurance policy must be transferred irrevocably by the donor to the Conservancy, designated as the sole beneficiary. Other deferred gifts, such as those in which the Conservancy is named as a beneficiary, will be recognized through the legacy program of the Conservancy; however, donors will not be credited in the Conservancy's official records until a gift is received.

Bequests

It is possible for donors who wish to make a significant gift to the Conservancy to do so by way of a bequest rather than through a current outright gift.

Gifts through wills or other estate planning vehicles are encouraged. Whenever feasible, intended bequests other than cash or securities should be brought to the attention of the Conservancy's Executive Director so that the donor may be encouraged to conform his/her estate planning goals to the Conservancy's policies. The same conditions apply to the Conservancy's acceptance of bequests as apply to donations made during the donor's lifetime. Should the Board consider a bequest unacceptable, the Conservancy's legal counsel will notify the representatives of the estate as quickly as possible.

Corporate Matching Gifts

The Conservancy accepts matching gifts. An entity offering a matching gift program that matches a portion or all of an employee's contribution to Conservancy will receive credit for such matching gift.

Gifts of Foreign Assets

Gifts of foreign currency, securities and real estate will be considered on a case-by-case basis by the Board.

Counsel of Tax Advisor Suggested

As described above, there are a variety of ways in which a donor may make a gift to the Conservancy. Because each donor's financial and tax-planning circumstances

may be unique, donors are encouraged to seek the counsel of their tax advisor when appropriate.

Recognition and Acknowledgment of Contributions

Every contribution to the Conservancy including pledge payments, should be promptly acknowledged with a personal letter (and receipt, if appropriate) within three business days of the date received.

For tax purposes and in accordance with IRS regulations, all donors of gifts with a value of \$250.00 or more are issued a written receipt by the Conservancy with a statement of the value of services received, if any.

Anonymous Gifts

Careful provisions will be made for honoring the wishes of a donor who may desire to contribute to the Conservancy and yet remain anonymous. Inquiries should be made through a third party or directly to the staff of the Conservancy.

Named and Restricted Funds

Endowed funds may be established through a gift from an individual, family or entity or by raising funds from a group in honor or in memory of an individual or family. As with all named funds, the Conservancy prefers to have prior written consent of the honoree or the family of the honoree before naming the fund.

An unrestricted fund may be named with a donation of \$10,000 or more. A fund may be named and restricted with a donation of \$50,000 or more.

A named fund must reach \$10,000 in value within one year of the date of its establishment in order to remain named.

The corpus of a restricted, named fund must reach its minimum required level by the end of five years from the date of establishment. In some situations, a restricted, named fund that has not reached its minimum required level at the end of five years may remain restricted if a planned gift commitment has been established and agreed to by the Conservancy.

Until a fund reaches its minimum required level, any interest earned on that fund will remain in the fund for future distribution. Distributions will not be made until the balance in the fund reaches its required minimum level.

A fund may not be terminated unless designated in the documentation establishing the fund or agreed to in writing by the donor.

Funds are distributed based on Conservancy's Investment Policy, which is available upon request.

Additional information about donor recognition for philanthropic contributions is contained in the Conservancy's Major Donor Recognition Policy, found in Appendix B, and the Donor Recognition Policy, found in Appendix C.

APPENDIX A
THE PLANNED GIVING PROGRAM

Purpose

The purpose of the Planned Giving Program of the Hemisfair Conservancy (“Conservancy”) is to encourage, solicit, accept and recognize bequests, gifts of life insurance, and gifts created by life income agreements for any purpose consistent with the Conservancy objectives.

This program shall be designed to supplement and enhance all Hemisfair programs by offering donors the opportunity to:

1. Make charitable bequests to the Conservancy as a part of their estate planning and to provide the opportunity for outright bequests, annuity for life income provisions for other beneficiaries, and additions to agreements and trusts, which may qualify for deduction or exemption under existing tax laws.
2. Establish a permanent memorial in the donor's name or for another.
3. Make retained income gifts, which will enable them to retain the income from their capital for life or a designated period of time and may permit donors to make a larger gift during their lifetime than might be made without income retention.

Enabling Statement

It shall be the policy of the Conservancy through the Planned Giving Program to offer an opportunity for donors to make gifts in the following forms:

1. Outright lifetime gifts;
2. Gifts by will or other instruments effective at death;
3. Gifts of a remainder interest, including the charitable gift annuity; deferred
4. Other gifts - including life insurance policies; charitable lead (income) payment charitable gift annuity; charitable remainder unitrust; charitable remainder annuity trust; pooled income fund; and the gift of one's personal residence or real estate with retained life estate; and trusts, and other gifts as approved by the Board.

It shall also be the policy of the Conservancy to thoughtfully seek such gifts, and to provide adequate staff and resources for a full and effective Planned Giving Program. The Development Committee shall recommend general guidelines and conditions for

various types of gifts for approval by the Conservancy Board. Specific guidelines and conditions may be negotiated for each gift subject to review and approval by the Development Committee and the Conservancy's legal counsel.

Authority to Supervise

The Development Committee shall be responsible for supervising the Planned Giving Program. The Development Committee shall review the policies and guidelines annually and report periodically to the Board.

Authority to Negotiate, Approve

The Executive Director shall be authorized to negotiate with any potential donor gift annuities, life income agreements and trusts that follow the basic format of the agreements approved by the Development Committee without further approval. All other agreements which are binding on the Conservancy and which do not follow these forms must receive the approval of the Development Committee before completion of final negotiations with the donor.

Authority to Invest

Investment policies shall be recommended by the Finance Committee for approval by the Conservancy Board and periodically reviewed. It is essential that the investment policy in each case be clearly stated and rigorously followed. The Finance Committee shall have the authority to designate a third party to manage Conservancy investments.

Separate Trustees

In arrangements requiring a trustee, donors are urged to use their bank or trust company as trustee.

Donor's Rights, Interests

In all matters involving donors or prospective donors, the stated interests of the donor must come before those of the Conservancy. No program, agreement, trust, contract, or commitment shall be knowingly urged upon any donor or prospective donor that would benefit the Conservancy at the expense of the donor's interests. No agreement shall be made between the Conservancy and any agency, person, company, or organization on any matter, whether it be investment, management, sale, or other interest, which would knowingly jeopardize or compromise the donor's interests.

It shall be the policy of the Conservancy, its Board and staff to exclude any high-pressure sales techniques when dealing with prospective donors. The task of all shall be to inform, serve, guide and otherwise assist in fulfilling the donor's philanthropic wishes, but never under any circumstances that pressure or unduly persuade.

No representative of the Conservancy shall offer any legal or tax advice to any prospective donor. Rather, it shall be the policy of the Conservancy to insist that any prospective donor obtain independent tax and legal advice from professional advisors of his or her choice.

In keeping with this policy, all staff employed by the Conservancy to administer or promote planned gifts shall be paid on a fixed salary or other basis and not receive a commission related to gifts received in such a way as to create a personal financial interest in any agreement. Commercial programs offered by only one company or one agent shall be avoided.

Review of Agreements

The Conservancy shall seek the advice of legal counsel in all matters pertaining to its Planned Giving Program, and shall execute no agreement, contract, trust or other legal document with any donor without the advice of legal counsel. Likewise, the prospective donor shall be advised to seek the counsel of his/her attorney in any and all aspects of the proposed gift, whether by bequest, trust agreement, contract or other. The donor shall particularly be advised to consult his or her tax advisor on matters related to the tax consequences of a gift and matters related to the planning of the donor's personal estate.

Each gift arrangement shall also be reviewed from the perspective of its potential benefit to the work of the Conservancy. While the interests of the donor are paramount, no gift shall be accepted when its benefit to the Conservancy is determined to be negligible. The Conservancy retains the right to refuse gifts in any form which are deemed inappropriate for its purposes.

Confidentiality

All information obtained from or about donors or prospects shall be held in strictest confidence by the Conservancy. Neither the name, the amount, nor the conditions of any gift shall be published without the written approval of the donor and/or the beneficiary.

APPENDIX B
MAJOR DONOR RECOGNITION POLICY

Purpose

The purpose of the Major Donor Recognition Policy of the Hemisfair Conservancy (“Conservancy”) is to provide guidance and consistency to the naming and subsequent renaming of the parks, plazas, amenities and improvements in the dedicated parkland located within the Hemisfair District (the “Hemisfair District Parks”), related to philanthropic donor recognition specifically and in pursuit of a worthy and enduring legacy in the Hemisfair District Parks that will best serve the interests of the community.

Objectives

Construction or improvement of the Hemisfair parks, open spaces or amenities should benefit the general public as a first priority with the recognition of the donor or honoree as a secondary goal. In considering proposals for the naming or renaming of parks, open spaces, amenities or improvements in the Hemisfair District Parks, proposed names shall consider the following objectives, as applicable:

- Engender a positive image
- Be appropriate having regard to the site’s location and/or history
- Have historical, cultural or social significance for future/multiple generations
- Commemorate places, people or events that are of continued importance to the city, region, state, nation, etc.
- Have symbolic value that transcends its ordinary meaning or use and enhances the character and identify of the park, open space, amenity or improvement
- Have broad public support
- Shall not result in the undue commercialization of the park and open spaces at Hemisfair
- Be unique to San Antonio

Signage Adjacent to Amenities

Significant contributions to the Conservancy will be recognized following these guidelines:

- 1) Naming opportunities within the Hemisfair District Parks will be offered to donors in recognition of contributions of at least \$250,000 which represent 70% of the total capital cost (i.e., to include design, construction, installation, materials, inspection, supervision, signage, legal fees, furniture, fixtures, equipment, etc.) of an amenity or feature.
- 2) Up to 20% of the gift will be set aside in an endowment for maintenance,

operation and/or programming. This includes art, amenities and other special enhancements made possible by private funding. Exceptions to this percentage must receive special approval from the Conservancy Board before being recommended to City Council.

- 3) Donor recognition will take place on an attached or adjacent marker or plaque, consistent with Hemisfair signage approved by the Historic and Design Review Commission (HDRC).
- 4) Corporate recognition shall be possible on particular features and shall use wording such as “sponsored by, underwritten by, provided by, etc.,” and be of such size and material as not to be confused with advertising.

Combined Recognition Areas

It is possible for there to be named amenities within a separately named park area.

Design and Placement of Recognition Signage

- 1) Recognition signage must be made of high-quality, durable material such as cast bronze, cast aluminum (or similar water-resistant metal material), carved stone or tile, consistent with Hemisfair signage approved by the HDRC.
- 2) Placement of approved recognition in the Hemisfair District Parks will complement the project’s overall character and meet Hemisfair Guidelines.
- 3) Placement of signage must be approved by the HDRC.

Installation and Maintenance of Recognition Signage

The Conservancy will use endowment funds to maintain recognition signage.

Approval Process for Acknowledging Donated Improvements

- 1) Per the Master Agreement between HPARC and the City of San Antonio, the City Council must approve all naming opportunities for the following areas:
 - (a) the 8.926-acre tract of dedicated parkland closest to the intersection of Market Street and South Alamo Street (i.e., the Civic Park);
 - (b) the 4.081-acre tract of dedicated parkland closest to the intersection of Caesar Chavez Boulevard and South Alamo Street (i.e., Yanaguana Garden),
 - (c) the 3.165-acre tract of dedicated parkland located south of the Tower of the Americas, and
 - (d) the 0.530-acre tract of dedicated parkland located directly adjacent to the Tower of the Americas.The City Council must also approve all naming opportunities for any part of the structure now known as the Tower of the Americas.
- 2) City Council approval is not required for memorials, markers or the naming of park amenities and features provided they adhere to the

terms of the Master Agreement.

Naming and Renaming Hemisfair Public Spaces and Amenities

- 1) The naming of Hemisfair spaces and amenities after people is encouraged only for those with a good reputation in the community, subject to compliance with the Master Agreement and approval by the Conservancy Board.
- 2) The names shall not include a title or reference that identifies or is identified with a brand of distilled liquor or spirits, tobacco products, adult-only entertainment, sexually-oriented businesses or publications, obscenity, massage parlors, erectile dysfunction, birth control, sexually transmitted diseases, firearms or firearm ammunition, tattoo parlors, pawn shops, check-cashing establishments, or any product or service which is prohibited by applicable law.
- 3) No corporate logos, brands, insignias, fonts or direct advertising text may be used as part of any name association or naming.
- 4) The Conservancy Board may rename Hemisfair public spaces or amenities which have been dedicated in honor of an individual, family or corporation if the name no longer embodies the ideals of the Conservancy. If the removal of a name is due to illegal or unethical conduct, the Conservancy Board will rename the space or amenity in accordance with this policy.

Duration of Guidelines

- 1) Naming opportunities for main Hemisfair District Parks (e.g., Yanaguana Garden) will have a duration of 25 years. Naming opportunities for features and amenities within the main parks (e.g., promenade, net play structures, etc.) will have a duration of 10 years.
- 2) At the end of the recognition period, the original donor (or his/her legal representative) shall have first opportunity to renew the gift.
- 3) Exceptions to this rule must be approved by the Conservancy Board.

Additional Acknowledgements

- 1) The Conservancy is unable to guarantee City Council approval.
- 2) At any time, HPARC or the City of San Antonio may find it necessary for greater public purpose, for reasons of natural disasters or unforeseen circumstances to remodel, remove or rename—with just cause—an improvement.
- 3) Donor recognition is in no way interpreted as ownership of property or land.

- 4) A request by the donor or donor's representative(s) to remove donor recognition of an amenity will be honored by the Conservancy.
- 5) All agreements with donors relating to donor recognition opportunities shall be documented by a donor recognition agreement that references the requirements of the Master Agreement between HPARC, the City and the Hemisfair Park Public Facilities Corporation and the requirements of any agreement between the Conservancy and HPARC relating to donor recognition agreements. All such donor recognition agreements shall also have a term of years that does not exceed 25 years; provided, however, that such donor recognition agreements may include provisions granting donors rights of first offer or rights of first opportunity with respect to the continuation or renewal of donor recognition opportunities at the end of the term of such initial and subsequent donor recognition agreements.

APPENDIX C
GENERAL DONOR RECOGNITION POLICY

Purpose

The purpose of the Donor Recognition Policy of the Hemisfair Conservancy (“Conservancy”) is to provide guidance and consistency for recognition of contributions that do not meet the minimum gift criterion for philanthropic naming opportunities, as found in Appendix B. Unless noted, all other parameters and exclusions from Appendix B apply.

Recognition Plaques Adjacent to Amenities

- 1) A plaque (which meets the same design, placement and installation standards as those for naming opportunities) will provide donor recognition for a contribution of \$100,000- 249,999 which represents 70% of the total capital cost of an amenity/feature, as outlined in Appendix B.
- 2) Up to 20% of the gift will be invested in an endowment to ensure the amenity/feature including its signage is maintained over the recognition period.
- 3) If a donor requests plaque recognition for an amenity/feature that does not meet the minimum gift threshold, a donation of \$100,000 is required to maintain consistent recognition throughout the Hemisfair District Parks.

Duration of Guidelines

- 1) Plaques will provide donor recognition for 10 years.
- 2) At the end of the recognition period, the original donor (or his/her legal representative) shall have first opportunity to renew the gift.
- 3) Exceptions to this rule must be approved by the Conservancy Board.

Donor Recognition Wall

A donor wall, one in each of the three parks among the Hemisfair District Parks, will provide donor recognition for 5 years for investments of \$50,000 or more, or annual contributions of \$10,000 or more.

Contribution/Pledge Period

- 1) Unless otherwise approved by the Conservancy Board, all recognition is intended for one-time investments which may be paid over a period of up to 5 years.

- 2) If a pledge is not fulfilled within the allotted period, the contributions received to date will not be refunded and any recognition will be forfeited. Another donor may pledge the full original amount required to receive the naming or recognition opportunity.

Additional Acknowledgements

- 1) At any time, HPARC or the City of San Antonio may find it necessary for greater public purpose, for reasons of natural disasters or unforeseen circumstances, to remodel, remove or rename—with just cause—an improvement.
- 2) Donor recognition is in no way interpreted as ownership of property or land.
- 3) A request by the donor or donor's representative(s) to remove donor recognition of an amenity will be honored by the Conservancy.
- 4) All agreements with donors relating to donor recognition opportunities shall be documented by a donor recognition agreement that references the requirements of the Master Agreement between HPARC, the City and the Hemisfair Park Public Facilities Corporation and the requirements of any agreement between the Conservancy and HPARC relating to donor recognition agreements. All such donor recognition agreements shall also have a term of years that does not exceed 25 years; provided, however, that such donor recognition agreements may include provisions granting donors rights of first offer or rights of first opportunity with respect to the continuation or renewal of donor recognition opportunities at the end of the term of such initial and subsequent donor recognition agreements.

EXHIBIT "F"
TO
MASTER AGREEMENT

Delegation Agreement

DELEGATION AGREEMENT

THIS DELEGATION AGREEMENT (this "*Agreement*") is executed to be effective as of _____, 2014 (the "*Effective Date*") by and between the HEMISFAIR PARK AREA REDEVELOPMENT CORPORATION, a Texas non-profit local government corporation ("*HPARC*") and the HEMISFAIR CONSERVANCY, a Texas non-profit corporation and qualified 501(c)(3) organization (the "*Conservancy*") (HPARC and the Conservancy are sometimes referred to herein each as a "*Party*" and collectively as the "*Parties*").

WHEREAS, HPARC was established by the City of San Antonio (the "*City*") for the purposes of managing and overseeing the redevelopment and management of land that was formerly a part of HemisFair, a world exposition recognized by the Bureau International des Expositions (referred to herein as the "*Hemisfair District*");

WHEREAS, pursuant to Ordinance 2013-12-05-0833, passed and approved on December 5, 2013, and pursuant to that certain Dedication Deed recorded in Book 16485, Page 22, Official Public Records of Real Property of Bexar County, Texas, the City dedicated as public squares or public parkland the following tracts of land within the Hemisfair District, all as depicted on the site plan attached hereto as Exhibit "A" and legally described in exhibit attached to the Master Agreement (collectively, the "*Hemisfair Parkland*"):

1. A certain 8.926-acre tract (referred to herein as "*Park Tract 1*");
2. A certain 4.081-acre tract (referred to herein as "*Park Tract 2*");
3. A certain 1.662-acre tract (referred to herein as "*Park Tract 3*");
4. A certain 3.165-acre tract (referred to herein as "*Park Tract 4*");
5. A certain 0.530-acre tract (referred to herein as "*Park Tract 5*"); and
6. A certain 0.104-acre tract (referred to herein as "*Park Tract 6*").

WHEREAS, HPARC has entered into that certain Master Agreement (the "*Master Agreement*") dated effective as of _____, 2014 by and between HPARC, the City and the Hemisfair Park Public Facilities Corporation (the "*PFC*");

WHEREAS, the Master Agreement provides for the delegation to HPARC by the City and the PFC of certain rights to the redevelopment and management of land within

the Hemisfair District, including without limitation the delegation by the City to HPARC of the responsibility to enter into certain Donor Recognition Agreements (as defined below);

WHEREAS, the Conservancy was formed for the purpose of accepting charitable donations to be used towards the development of the Hemisfair Parkland;

WHEREAS, the Master Agreement expressly permits HPARC to re-delegate to the Conservancy its rights to enter into the Donor Recognition Agreements if same are in compliance with this Agreement and certain other terms, conditions and provisions set forth in the Master Agreement;

WHEREAS, HPARC and the Conservancy desire to enter into this Agreement for the purpose of providing for the re-delegation to the Conservancy of HPARC's rights under the Master Agreement to enter into the Donor Recognition Agreements;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE I DONOR RECOGNITION AGREEMENTS

1.1 Donor Recognition Agreements. Subject to the approval rights retained by the City under the Master Agreement and the approval rights retained by HPARC hereunder, the Conservancy is hereby granted the right to enter into agreements to use a specific name to identify the Park Tracts 1 – 6, or a specific area within one or more Park Tracts, a component part thereof or an improvement or element therein (each, a “**Donor Recognition Agreement**”).

1.2 General Requirements for Donor Recognition Agreement. Each Donor Recognition Agreement shall (a) specify the portion, improvement or element of the Hemisfair Parkland subject to the Donor Recognition Agreement, the name thereby authorized to be used and the term for which such Donor Recognition Agreement shall remain in effect; and (b) comply with the pledge requirements (the “**Pledge Requirements**”) set forth in Section 1.9 below.

1.3 HPARC Approval of All Donor Recognition Agreements. Each Donor Recognition Agreement shall contain the following language and shall not be effective until such time as HPARC provides the confirmation in writing referenced below:

“HPARC Approval Required. This Agreement and any amendments to this Agreement shall not be effective or binding upon the parties hereto until such time as the Chief Executive Officer of Hemisfair Park Area Redevelopment Corporation (“HPARC”) provides confirmation in writing that this Agreement complies with (a) all of the terms, conditions and limitations set forth in Article 8 of that certain Master Agreement dated effective as of ____, 2014 by and between the City of San Antonio, HPARC and the Hemisfair Park Public Facilities Corporation, and (b) all of the terms, conditions and limitations set forth in that certain Delegation Agreement by and between the Conservancy and HPARC.”

1.4 City Approval of Certain Donor Recognition Agreements. The prior approval of City Council, in the exercise of its sole discretion, shall be required for any Donor Recognition Agreement that does not comply with the Pledge Requirements (see Section 1.9). In addition, the City Council’s approval also shall be required for a Donor Recognition Agreement that names or identifies any of the following (each, a “**Major Recognition Opportunity**”): (a) Park Tract 1; (b) Park Tract 2; (c) Park Tract 4; (d) Park Tract 5; or (e) any part of the structure now known as the Tower of the Americas. Each Donor Recognition Agreement requiring the approval of the City Council pursuant to this Section 1.4 shall not be effective until such time as the City Council approves such Donor Recognition Agreement and shall contain the following language:

“City Approval Required. This Agreement shall not be effective or binding upon the parties hereto until such time as the City Council of the City of San Antonio acts to approve this Agreement.”

1.5 Basic Requirements. A Donor Recognition Agreement for any portion, improvement or element of the Hemisfair Parkland shall satisfy the following requirements unless otherwise approved by the City Council (the “**Basic Requirements**”):

1.5.1 Complies with the Hemisfair Conservancy Gift Acceptance Policy attached hereto as Exhibit “B”, and any subsequent amendments thereof which have received Manager’s Approval, as defined below (“**Hemisfair Conservancy Gift Acceptance Policy**”); and

1.5.2 Complies with the Pledge Requirements;

1.5.3 Complies with the Naming Parameters set forth in Section 1.6, below; and

1.5.4 Complies with the Naming Exclusions set forth in Section 1.7, below.

1.6 Naming Parameters. The name or names (including any subsequent re-naming) used in connection with any part of the Hemisfair Parkland shall:

1.6.1 Include the name of a facilitator or benefactor of Hemisfair or the Hemisfair Parkland;

1.6.2 Honor a person, place, institution, group, entity or event, whether now existing or that existed in the past;

1.6.3 Recognize events or affairs of historic significance; or

1.6.4 Embrace civic ideals or goals.

1.7 Naming Exclusions. A name to be used in connection with any part of the Hemisfair Parkland shall not include a name or reference that:

1.7.1 Is defamatory, libelous, obscene, vulgar or offensive to the general public;

1.7.2 May violate the rights of any person, institution, group or entity;

1.7.3 Does not comply with the Hemisfair Conservancy Gift Acceptance Policy;

1.7.4 Advocates or opposes any political candidate, issue, cause, or belief;

1.7.5 Identifies or is identified with a person or organization that has been convicted of a felony criminal offense or a criminal offense involving moral turpitude; or

1.7.6 Advocates violence, criminal activity or immorality.

1.8 Interpretations. Should a judgment or interpretation be required with respect to a Donor Recognition Agreement in regards to the standards set forth above in Section 1.6 or Section 1.7, above, the determination in writing of the City Manager or his/her designee shall be deemed conclusive. Any waiver of the standards set forth above in Section 1.6 or Section 1.7, above, shall require the approval of the City.

1.9 Pledge Requirements. Attached as Exhibit “C” is the Yanaguana Hemisfair Donor Recognition Policy formulated by HPARC and the Conservancy for Park Tract 2 (i.e., the “Yanaguana Garden”) that identifies:

1.9.1 The individual improvements, elements and amenities planned to be located in Park Tract 2;

1.9.2 The minimum contribution to be pledged and paid to secure the right to use a specific name to identify the various improvements, elements and amenities comprising Park Tract 2;

1.9.3 The term for which such right shall continue in effect; and

1.9.4 The terms for payment of the minimum contribution to be pledged and paid for such right.

The Yanaguana Hemisfair Donor Recognition Policy shall function as the Pledge Requirements with respect to Park Tract 2. As designs for the other tracts comprising the Hemisfair Parkland are completed and additional individual improvements, elements and amenities are planned, HPARC and Conservancy shall expand the Hemisfair Donor Recognition Policy to identify them and the corresponding, applicable Pledge Requirements, subject to the written approval of the City Manager (“*Manager’s Approval*”).

In addition, the Manager’s Approval shall be required for any Donor Recognition

Agreement that grants the right to use a specific name to identify an amenity or feature within the Hemisfair Parkland in exchange for an amount that is less than seventy percent (70%) of the total capital cost of such amenity or feature. Capital costs include design, construction, installation, materials, inspection, supervision, signage, legal fees, furniture, fixtures, equipment and other related costs for the subject amenity or feature. Each Donor Recognition Agreement that requires Manager's Approval under this paragraph shall be submitted with HPARC's analysis of the subject capital costs.

1.10 Markers. All markers to be erected pursuant to a Donor Recognition Agreement shall comply with the requirements of the Master Agreement and shall be erected and maintained by HPARC pursuant to the Master Agreement.

1.11 Continuing Application. The requirements of this Agreement applicable to a Donor Application Agreement shall be equally applicable to any agreement entered into pursuant to any renewal option, right of first offer or right of first refusal set forth therein.

ARTICLE II HANDLING OF DONOR RECOGNITION FUNDS

2.1 Receipt of Funds. All funds received from a donor pursuant to a Donor Recognition Agreement (all such funds referred to herein as the "***Donor Recognition Funds***") shall initially be placed in a segregated bank account held by the Conservancy. The Donor Recognition Funds shall not be comingled with any other funds held or received by the Conservancy and may not be used by the Conservancy for any purpose other than (a) the transfer of such Donor Recognition Funds to HPARC for purposes of supporting the Hemisfair Parkland as provided in Section 2.2 below, or (b) the establishment of an endowment to ensure that the Object of Recognition (as defined below) is maintained and sustained through the transfer of income and/or principal from such endowment to HPARC, as required from time to time.

2.2 Transfer of Donor Recognition Funds to HPARC. Donor Recognition Funds shall be transferred to HPARC upon the occurrence of an event (referred to herein as the "***Transfer Trigger***") that shall be specified in the applicable Donor Recognition Agreement, which may be one of the following: (a) the execution of a design and/or construction contract by HPARC or the City pertaining to the park or feature for which donor recognition is being awarded under the applicable Donor Recognition Agreement (each such park or feature referred to herein as the "***Object of Recognition***"), (b) the commencement of construction on such Object of Recognition, or (c) any earlier milestone in the process that may be agreeable to the donor, which may include the transfer of funds to HPARC immediately upon deposit with the Conservancy or direct deposit with HPARC.

2.3 Use of Donor Recognition Funds. The Donor Recognition Agreement may provide for restrictions on the use of such Donor Recognition Funds or may provide that such funds may be used for any purpose in support of the Hemisfair Parkland by

HPARC. In either event, HPARC shall keep records accounting for the uses of the Donor Recognition Funds and such records shall be open to inspection at reasonable times at the offices of HPARC by the City and/or the Conservancy. If a Donor Recognition Agreement includes provisions restricting such funds to a particular purpose or purposes, then HPARC will join in the execution of the applicable Donor Recognition Agreement for the purpose of acknowledging such restrictions on the use of the Donor Recognition Funds.

2.4 Enforcement of Pledges. It is anticipated that some Donor Recognition Agreements may provide for the payment of the applicable Donor Recognition Funds to the Conservancy in a series of periodic payments over a term not to exceed five (5) years. While the Parties acknowledge the need to provide such flexibility for purposes of maximizing philanthropic contributions towards the Hemisfair Parkland, the Parties also recognize that HPARC and the City may be relying upon the promises of future payments contained within such Donor Recognition Agreements when making particular design, construction and operational decisions relating to the Hemisfair Parkland. Thus, each Donor Recognition Agreement shall make all future pledges or promises to pay Donor Recognition Funds to the Conservancy (the “*Donor Pledges*”) legally enforceable obligations and recognize HPARC as an intended third-party beneficiary that is (a) relying upon the Donor Pledges, (b) has the right to enforce such obligations, and (c) has the right to assign HPARC’s rights to the Donor Pledges in the event that HPARC borrows funds secured in whole or in part by such Donor Pledges. Upon a default in any payment scheduled to be received under a Donor Recognition Agreement, the Conservancy shall notify both HPARC and the City Manager within fifteen (15) days. Upon receipt of such notice, HPARC shall have the right to direct the Conservancy’s methods of enforcing such Donor Pledges or seek to enforce such Donor Pledges directly as a third-party beneficiary.

ARTICLE III REVOKING THE DELEGATION; TERM; DEFAULT

3.1 Revoking the Delegation. HPARC shall have the option at any time and for any reason or no reason to terminate this Agreement by written notice to the Conservancy and such termination shall be effective immediately upon receipt by the Conservancy. Upon such termination, the delegation of authority hereunder to the Conservancy to enter into any new Donor Recognition Agreements or extend any existing Donor Recognition Agreements shall be revoked; provided, however, that the provisions herein relating to any existing Donor Recognition Agreements shall remain effective until the expiration of such Donor Recognition Agreements. If a Donor Recognition Agreement contains any rights of first offer or rights of first refusal with respect to the renewal of existing recognition opportunities or new recognition opportunities, then HPARC agrees to be bound by such rights upon termination of this Agreement; provided, however, that the Conservancy may or may not be a party to any new Donor Recognition Agreement entered into with such donors upon the exercise of any such rights of first offer or rights of first refusal.

3.2 Term. This Agreement shall automatically terminate on the Termination Date (as defined in the Master Agreement); provided, however, that the terms of this

Agreement relating to any existing Donor Recognition Agreements shall remain in effect (along with the provision of the Master Agreement pertaining to such agreements) until such time as the term (including any renewal options granted to the donors thereunder) of all Donor Recognition Agreements entered into prior to the Termination Date have expired or been terminated but the Conservancy's authority to enter into new Donor Recognition Agreements shall terminate on the Termination Date.

3.3 Default. If either Party fails to perform any covenant, agreement or obligation of such Party under this Agreement within thirty (30) days after receipt of written notice of such default from the other Party then such failure shall be an "***Event of Default***" hereunder, provided, however, that if such failure is curable but cannot reasonably be cured by the exercise of reasonable diligence within such thirty (30) day period, then such failure to cure will not be an Event of Default if such Party commences curative action within such thirty (30) day period and thereafter diligently pursues the curative action.

3.4 Remedies. Upon an Event of Default, the non-defaulting Party may exercise any remedy available to such Party at law or in equity; provided, however, that in no event shall HPARC be liable for any consequential, special, punitive or indirect damages suffered by the Conservancy.

ARTICLE IV MISCELLANEOUS

4.1 Notices. Any notice or communication required or permitted hereunder shall be in writing and (a) personally delivered, (b) sent by United States regular and/or registered or certified mail, postage prepaid, return receipt requested, (c) sent by Federal Express or similar nationally recognized overnight courier service, or (d) transmitted by electronic mail with a hard copy sent within two (2) business days by any of the foregoing means. Any address, including billing address, for notice may be changed by written notice. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified before 5:00 p.m., San Antonio, Texas time, with delivery made after 5:00 p.m. to be deemed received on the following business day. For purposes of notice, the addresses of the Parties and the City shall be as follows:

If to HPARC:

Hemisfair Park Area Redevelopment Corporation
434 S Alamo Street
San Antonio, TX 78205
Attn: Chief Executive Officer

If to Conservancy:

Hemisfair Conservancy
424 S Alamo Street
San Antonio, TX 78205
Attn: Executive Director

If to City:

100 Military Plaza, First Floor
San Antonio, Texas 78207
Attention: City Clerk

With copy to:

100 Military Plaza, Third Floor
San Antonio, Texas 78207
Attention: City Attorney

Each Party and the City may, from time to time, change its respective address(es), and each has the right to specify as its address any other address within the United States of America by giving at least five (5) days' written notice to the other Party and the City.

4.2 Entire Agreement. Neither of the Parties hereto nor any of their agents have made any statement, promises or agreements verbally or in writing in conflict with terms of this Agreement. Any and all representations by either of the Parties or their agents made during the negotiations prior to execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the Parties hereto. It is further agreed that this Agreement contains the entire agreement between the Parties, and no rights are to be conferred upon the Parties until this Agreement has been executed by both Parties hereto.

4.3 Meaning. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any section or clause herein may require, the same as if such words had been fully and properly written in number and gender. Unless expressly stated otherwise, references to "include" or "including" means "including, without limitation." The terms "hereto," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular Article or Section hereof.

4.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

4.5 No Partnership. The Parties are not and shall not be considered either joint venturers or partners and none shall have power to bind or obligate the other except as set forth herein.

4.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances are other than those to which it is held invalid or unenforceable, shall not be affected thereby.

4.7 Amendment. No modification, alteration or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto, their successors or assigns. Any amendment of this Agreement will require the prior, written approval of the San Antonio City Manager or his or her designee.

4.8 Headings. The headnotes to the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way confine, limit or proscribe the scope or intent of any section of this Agreement, nor in any way affect this Agreement.

4.9 Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS.

4.10 Maximum Interest. Nothing in this Agreement shall ever entitle any Party hereto to charge or collect or shall obligate any Party thereto to pay interest in excess of the highest rate allowed by Law of the United States of America or the State of Texas. It shall be deemed an error if any excess amount be collected and such excess shall be refunded.

4.11 Exhibits and References. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement. References in this Agreement to articles, sections, subsections, sub-subsections, exhibits, or schedules are to such articles, sections, subsections, sub-subsections, exhibits, schedules unless otherwise specified.

4.12 Authority. Each person signing this Agreement in a representative capacity hereby represents and warrants that he or she has full authority to execute this Agreement in such capacity to fully bind the entity represented under the terms and condition of this Agreement.

4.13 Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns; however, this clause does not constitute a consent to any assignment except as expressly set forth herein.

4.14 Assignment. The rights and obligations of the Conservancy hereunder are not assignable and any attempt to assign such rights and obligations shall be void. The rights and obligations of HPARC may only be assigned to the City and any attempt to otherwise assign such rights and obligations shall be void.

4.15 Third Party Beneficiary. The Parties to this Agreement agree that this Agreement is intended to benefit the City, which may enforce this Agreement in a court

of competent jurisdiction. The Parties also confirm receipt of notice that the City has accepted the benefits of this Agreement.

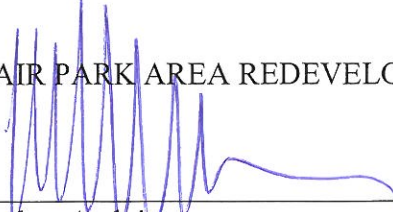
EXHIBITS:

Exhibit "A" Hemisfair Parkland
Exhibit "B" Hemisfair Conservancy Gift Acceptance Policy
Exhibit "C" Hemisfair Donor Recognition Policy

[SIGNATURES ON FOLLOWING PAGES]

HPARC:

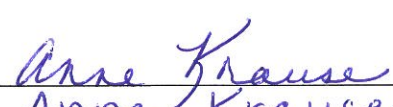
HEMISFAIR PARK AREA REDEVELOPMENT CORPORATION

By: 
Name: Andres Andujar
Title: Chief Executive Officer

Date: DECEMBER 19, 2014

CONSERVANCY:


HEMISFAIR CONSERVANCY

By: 
Name: Anne Krause
Title: Executive Director

Date: 5 Jan 15

CITY:

CITY OF SAN ANTONIO, for purposes of approving this Agreement as required under the Master Agreement

By: 
Name: CARLOS J. CONTRERAS
Title: ASSISTANT CITY MANAGER

Date: 1/5/15

**EXHIBIT "G"
TO
MASTER AGREEMENT**

Hemisfair Donor Recognition Policy

[ATTACHED]



YANAGUANA MAJOR DONOR RECOGNITION

(subject to San Antonio City Council approval)

November 2014

EXECUTIVE SUMMARY

The purpose of the Major Donor Recognition Policy (i.e., Appendix B of the Hemisfair Conservancy Gift Acceptance Policy) is to provide guidance and consistency to those that have an interest in the naming and subsequent renaming of the parks, plazas, amenities and improvements in the Hemisfair District, relating to philanthropic donor recognition specifically. It is the policy of the Hemisfair Conservancy to reserve the name(s) and renaming of parks, plazas, amenities and improvements in pursuit of a worthy and enduring legacy in the Hemisfair District for circumstances that will best serve the interests of the community. Pursuant to the official Hemisfair Conservancy Gift Acceptance Policy, the Conservancy will also adopt the following terms for donor recognition within the first phase of development, Yanaguana Garden, which will set the precedent for donor recognition in subsequent Hemisfair phases.

Naming of Yanaguana Garden (as a whole)

The naming opportunity in recognition for a significant contribution to Yanaguana Garden, the 4+ acre park in the southwest region of Hemisfair, will be offered for 25 years upon the contribution of \$5,500,000 or more, which equates to approximately 70% of total capital cost. If total project capital is already funded, the entire gift will be invested in an endowment for ongoing Operations, Maintenance and Activation of the area. If, however, there are unfunded capital costs at the time the gift is made, a portion will be used to finish construction and invest the remainder in the endowment.

Naming of Individual Amenities and Features

The naming opportunities in recognition of significant contributions to amenities and features within Yanaguana Garden will be offered for 10 years for contributions of \$250,000 or more, covering 70% or more of the total capital cost of the amenity/feature as outlined in the Major Donor Recognition Policy. In Yanaguana Garden, there are six naming opportunities that meet the contribution criterion, in addition to the Yanaguana Garden naming

opportunity outlined above. The amenities and features eligible for naming opportunities include the Promenade, Water Play Area, Net Play Structures, Wall-holla (Alamo Gateway), The Lawn and Central Plaza. To ensure the amenity/feature including its donor recognition signage is maintained over the 10-year period, up to 20% (exact figure to be based on available funding resources) of the gift will be invested in the endowment.

Donor Recognition Signage

Plaques will provide donor recognition for 10 years for contributions of \$100,000 or more which cover a minimum of 70% of the total capital cost of an amenity/feature as outlined in the Major Donor Recognition Policy. In Yanaguana Garden, the following five donor recognition opportunities exist at this threshold in addition to the above categories: Yanaguana Storytelling Sculpture, Entrance to Cesar Chavez Plaza, Entrance to Goliad Plaza, The Big Backyard and the Eagar Entrance Plaza. To ensure that the amenity/feature including its donor recognition signage is maintained over the 10-year period, up to 20% of the gift will be invested in the endowment. Additionally, if a donor requests plaque recognition for an amenity/feature that does not meet the minimum gift threshold, a donation of \$100,000 is required to maintain consistent recognition throughout Yanaguana Garden.

Donor Recognition Wall

A donor wall, one in each of the three parks of the Hemisfair District, will provide donor recognition for 5 years for investments of \$50,000 or more, or annual contributions of \$10,000 or more.

Contribution/Pledge Period

All recognition is intended for one-time investments which may be paid over a period of up to 5 years.

All donors at the \$100,000 level or above shall have an opportunity to renew their gift at the end of the recognition period.



Subsequent Park Redevelopment Phases

Pledges can be accepted for subsequent phases of the Hemisfair redevelopment, currently referred to as the Civic Park and Tower Park, at the following levels:

\$27,500,000 (naming opportunity for Civic Park)

\$20,000,000*

\$15,000,000*

\$10,000,000*

\$14,000,000 (naming opportunity for Tower Park)

\$2,500,000*

\$1,000,000*

*Additional naming opportunities to be defined as design is completed.

Smaller investment opportunities will be available as amenity/feature designs are completed.

Exhibits A, B & C Attached



Exhibit A: Schematic Design of Yanaguana Garden



Exhibit B: Yanaguana Garden Donor Recognition*

Area	Amenity Naming Opportunity (over \$250K)	Donor Plaque (over \$100K under \$250K)	Donor Wall
The Park	\$5,500,000		*
The Promenade	\$700,000		*
Water Play Area	\$550,000		*
Net Play Structures	\$500,000		*
Wall-Holla (Alamo Gateway)	\$300,000		*
The Lawn	\$300,000		*
Central Plaza	\$250,000		*
Yanaguana Storytelling Sculpture		\$175,000	*
Entrance to Cesar Chavez Plaza		\$150,000	*
Entrance to Goliad Plaza		\$150,000	*
The Big Backyard		\$150,000	*
Eagar Entrance Plaza		\$150,000	
Swings			\$100,000
Sand Area			\$100,000
Exercise Station			\$100,000
Music Plaza			\$50,000
Backyard – Chavez Plaza			\$50,000
Toddler Play			\$50,000

* These are pre-construction estimates, subject to change until your pledge is received.

** First written pledge received will be honored.



Exhibit C: Yanaguana Garden Elements

The Promenade

The promenade will be the central spine of Yanaguana Garden, winding from a gateway entrance at Cesar Chavez Blvd to the vibrant plaza along Goliad Road. The promenade mimics the alignment of the San Antonio River as it weaves through the Garden, creating pleasant surprises along the way. The 400-foot-long paved pathway will be 20 feet wide and 20 feet high, and covered by a unique picturesque pergola supporting flowering vines for shade, white starry lights after dark and temporary art installations. The promenade will connect the major elements of the park like the splash pad, lawn and climbing structures; it can accommodate fairs, markets and vendors along its path.

Water Play Area

To cool down from the heat, the naturally-designed splash pad will feature spontaneous water sprays and erupting geysers to delight children of all ages. Locally-sourced limestone steps will seep water, offering visitors a dry seat while cooling their feet. The splash pad will blend into a peaceful ankle-deep wading pool on one end, and be surrounded by shade trees, low limestone seating walls and grassy slopes for lounging.

Net Play Structures

The horizontal net play structure will be the first of its kind in Texas. Custom designed, the structure will allow for climbing, swinging, balancing, sliding, and jumping at different elevations, all while accommodating the highest standards of safety and accessibility.

Also the first of its kind in San Antonio, this vertical net climbing structure is designed for all ages to climb 35 feet into the air without being able to fall more than 5 feet at a time. Kids will have the opportunity to interact with the surrounding tree canopy and learn about botany and the natural world without damage to the trees.

Wall-holla at South Alamo Street

The Wall-holla is a custom-designed enclosed climbing structure inspiring adventurers of all ages to discover different ways of exploring its undulating maze. The Hemisfair Wall-holla will also serve as a colorful gateway from South Alamo Street, inviting visitors to enter the park through a 20-foot high cut-out while children explore a network of possible routes. At night, the



structure will be lit to attract visitors and inspire photographers with views of the Tower of Americas in the background.

The Lawn

Located between the Central Plaza and the Wall-holla entrance, this 1/3-acre lawn will offer lush green grass at different grades, providing a flexible setting for a wide range of activities. In this space, visitors will enjoy picnics, fly kites, enjoy performances in the central plaza and lounge in the sun. A successional planting scheme will provide colorful flowering plants year round.

Central Plaza

The 6,400-square-foot central plaza will connect walkways from the four entrances of Yanaguana Garden in the center of the park. The paving design will double as a life-size chess/checkers board and will be filled with bistro tables and umbrellas. The central plaza can accommodate live music and special events that spill out into the adjacent green lawn.

Yanaguana Storytelling Sculpture

In order to artistically integrate the native legend of the Yanaguana and the founding of San Antonio into the park design, a large sculpture of an anhinga bird in flight will be installed near the climbing structures. The sculpture will be covered in a brightly-colored tile mosaic, will provide seating and serve as a playful object for children to conquer. An additional artistic interpretation of a blue panther water spirit will be built into the water play design referencing the anhinga bird and the source for all life.

Entrance Plaza off Cesar Chavez Blvd

The entrance plaza off of Cesar Chavez Blvd will not only be the major drop-off point to Yanaguana Garden, but also Hemisfair's connection to Southtown. Artistically lit signage in the plaza will welcome visitors entering downtown by car or streetcar and pedestrians from nearby neighborhoods. This plaza is the starting point of the picturesque 20-foot pergola which will lead people to the nearby restored homes for food and drink.

Entrance Plaza off Goliad Road

The entrance plaza off of Goliad Road will be the primary connection between Yanaguana Garden and the future Civic Park. The plaza will rest below a canopy of mature oaks, spilling across reconstructed Goliad Road to the southern entrance of the Civic Park. The plaza will feature brightly colored paving patterns, seating and tables, restored gondolas from the 1968 World's



Fair, skateboarding elements and an adjacent music area with built-in percussion instruments and recycled pianos.

The Big Backyard

This charming courtyard behind the historic Eagar House and Herrmann Carriage House will include a shaded patio, seating and backyard games for all ages like bocce ball, ping pong and chess. The Big Backyard boasts an unadulterated backdrop of the Tower of the Americas, and will feature an overhead canopy of lights. When not being used as a games plaza during the day, this courtyard will become an attractive venue for intimate receptions and musical performances in the evening.

Eagar Entrance Plaza

This tree-canopied entrance plaza located north of the historic Eagar House on South Alamo Street will feature informal seating and tables as well as a public art installation that encourages imaginative play. Prominent lines of sight include the historic Herrmann Carriage House and Tower of the Americas which provide a beautiful backdrop for gatherings.

