

MASTER AGREEMENT

HEMISFAIR DEVELOPMENT

THIS MASTER AGREEMENT (this “*Agreement*”) is executed by and between the CITY OF SAN ANTONIO, a Texas home rule municipality (“*City*”), HEMISFAIR PARK PUBLIC FACILITIES CORPORATION, a Texas non-profit public facilities corporation (“*Landlord*”), and HEMISFAIR PARK AREA REDEVELOPMENT CORPORATION, a Texas non-profit local government corporation (“*Tenant*”) (City, Landlord and Tenant sometimes referred to herein each as a “*Party*” and collectively as the “*Parties*”) to be effective _____, 2014 (the “*Effective Date*”).

RECITALS

A. Landlord was incorporated under the “Public Facility Corporation Act,” codified as Chapter 303, Texas Local Government Code, as amended (“*Act*”), with the approval of City. Landlord was established to assist City in financing, refinancing or providing “public facilities” (as defined in the Act) and other facilities directly related thereto, as requested by City, relating to the renovation, expansion, redevelopment, construction, acquisition, provisions, conveyance and leasing of land that was formerly a part of HemisFair, a world exposition recognized by the Bureau International des Expositions (“*Hemisfair*”), and to serve as a land bank of the type described in § 379C.014 of the Act, as amended.

B. Tenant was established in 2009 by City to manage and oversee the redevelopment and management of Hemisfair.

C. Tenant formulated that certain Hemisfair Park Area Master Plan, which was approved by City as set forth in Ordinance No. 2012-02-09-0084, duly adopted by the City Council of City (“*City Council*”) on February 9, 2012 (the “*Master Plan*”).

D. By the following described instruments, each dated December 18, 2013, City did transfer and convey to Landlord the following described tract of land (collectively, the “*Landlord Property*”), comprising 14.366 acres, more or less, situated in Hemisfair and depicted on the site plan attached hereto as Exhibit “A”:

- (1) Deed Without Warranty conveying Tract 1 of 1.484 acres, more or less, of record in Book 16485, Page 42, Official Public Records of Real Property of Bexar County, Texas (“*Tract 1*”);
- (2) Deed Without Warranty conveying Tract 2 of 3.360 acres, more or less, of record in Book 16485, Page 50, Official Public Records of Real Property of Bexar County, Texas (“*Tract 2*”);
- (3) Deed Without Warranty conveying Tract 3 of 1.349 acres, more or less, of record in Book 16485, Page 61, Official Public Records of Real Property of Bexar County, Texas (“*Tract 3*”);

- (4) Deed Without Warranty conveying Tract 4 of 1.128 acres, more or less, of record in Book 16485, Page 69, Official Public Records of Real Property of Bexar County, Texas (“**Tract 4**”);
- (5) Deed Without Warranty conveying Tract 5 of 4.671 acres, more or less, of record in Book 16485, Page 77, Official Public Records of Real Property of Bexar County, Texas (“**Tract 5**”);
- (6) Deed Without Warranty conveying Tract 6 of 2.362 acres, more or less, of record in Book 16485, Page 87, Official Public Records of Real Property of Bexar County, Texas (“**Tract 6**”); and
- (7) Deed Without Warranty conveying Tract 7 of 0.012 acre, more or less, of record in Book 16485, Page 95, Official Public Records of Real Property of Bexar County, Texas (“**Tract 7**”).

E. City reserved from each conveyance of the Landlord Property the right to use, occupy, enjoy, improve and remove any improvements on the Landlord Property (the “**Reserved Rights**”) until such Reserved Rights are abandoned by City by written notice to Landlord.

F. Pursuant to that certain Master Lease Agreement of even date herewith (the “**Master Lease**”), Landlord has leased to Tenant the Landlord Property to be developed, improved, occupied and used in accordance with the terms, conditions and provisions of the Master Lease.

G. Subject to Declaration of Restrictive Covenants dated effected November 7, 2013, recorded in Volume 16425, Page 2058 of the Bexar County Real Property Records (the “**Hotel Restriction**”), which sets forth certain limitations on hotel development as therein provided, the Master Plan contemplates the development of portions of the Landlord Property for the following mix of uses: office buildings, retail, up to two hotels, restaurants, bars, condominium residential units, multi-family residential rental units, structured parking garages, related infrastructure improvements and other uses as therein set forth.

H. 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, City dedicated as public squares or public parkland the following tracts of land within Hemisfair, all as depicted on the site plan attached hereto as Exhibit “B” and in the aggregate comprising approximately 18.47 acres (collectively, the “**Hemisfair Parkland**”):

- (1) That certain 8.926-acre tract depicted on the attached Exhibit “B” (“**Park Tract 1**” or the “**Civic Park**”);
- (2) That certain 4.081-acre tract depicted on the attached Exhibit “B” (“**Park Tract 2**” or the “**Southwest Corner Park**”);

- (3) That certain 1.662-acre tract depicted on the attached Exhibit “B” (“**Park Tract 3**”);
- (4) That certain 3.165-acre tract depicted on the attached Exhibit “B” (“**Park Tract 4**”);
- (5) That certain 0.530-acre tract depicted on the attached Exhibit “B” (“**Park Tract 5**” or the “**Tower Tract**”); and
- (6) That certain 0.104-acre tract depicted on the attached Exhibit “B” (“**Park Tract 6**”).

I. The Parties desire to set forth their agreements concerning the long-term development of the Landlord Property, the maintenance and operations of the Hemisfair Parkland, the utilization, improvement, preservation and use of the Existing Buildings (as hereinafter defined), naming rights for the component parts of the Hemisfair Parkland and the permissive utilization of funds generated in the future from the Landlord Property and the Hemisfair Parkland.

J. The rights, obligations and responsibilities of Tenant under this Agreement are delegated by City and Landlord, as applicable, and may be withdrawn, in whole or in part, from time to time, and may be re-delegated to Landlord, City or other actors as may be appropriate under the circumstances, in the exercise of the sole discretion of City and Landlord, as applicable.

K. Approval required in this Agreement by Landlord or Tenant shall be given by the Board of Directors of Landlord or Tenant, as applicable. Approval required in this Agreement by City shall be given by the City Council of City (“**City Council**”). Approval required in this Agreement by City Manager (or “**Manager’s Approval**”) shall be given by the written approval of the incumbent City Manager or the City Manager’s designee.

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

ARTICLE 1
SOLICITATION, SELECTION AND NEGOTIATION OF P3 PARTNERSHIPS

1.1 Public Private Partnerships. Without excluding the possibility of alternative development structures and approaches, the Parties anticipate that the Landlord Property will be developed through a series of public-private partnerships (the “**Public-Private Partnerships**”) between Tenant and real estate developers (the “**Developers**”). A Public-Private Partnership may be formed in accordance with the terms of a comprehensive development agreement (a “**Comprehensive Development Agreement**”) between Tenant and a Developer.

1.2 Public-Private Partnership Guidelines. The process of soliciting and selecting the Developers for the Public-Private Partnerships and of negotiating preliminary

and definitive Comprehensive Development Agreements with the Developers will be a collaborative effort among City, Landlord and Tenant, with Tenant having the principal responsibility for initiating, organizing and prosecuting the process and working with the appropriate City Council Committee(s). Prior to issuing any solicitation for a Public-Private Partnership, Tenant shall obtain the Manager's Approval. Upon obtaining the Manager's Approval, Tenant shall then follow the process set forth in the Public-Private Partnership Guidelines attached hereto as Exhibit "C", as same may be modified from time to time ("**Hemisfair P3 Guidelines**").

1.3 Subleases. Each Public-Private Partnership, if approved, will be implemented by a long-term development sublease of a portion of the Landlord Property ("**Subleased Premises**"), between Tenant and the Developer, which sublease will obligate the Developer to develop the Subleased Premises in accordance with the terms of the approved Comprehensive Development Agreement in a manner consistent with and in furtherance of the Master Plan.

1.4 Approvals. Notwithstanding any provision herein to the contrary, Tenant shall not enter into any Public-Private Partnership or Comprehensive Development Agreement, and no such partnership or agreement shall be valid unless and until approved by Landlord. The long-term development subleases will be approved in accordance with the requirements of the Master Lease (each, a "**Development Sublease**"). Upon execution of this Agreement, Tenant shall develop a base form for the long-term development subleases, subject to the Manager's Approval, which will be the starting point for negotiations with the Developers concerning the Development Subleases.

1.5 Release of Retained Rights. In connection with each Development Sublease, City shall also release the Reserved Rights with respect to the portion of the Landlord Property covered by such Development Sublease, to the extent required under the related Public-Private Partnership and/or Comprehensive Development Agreement and subject to any rights City may want to retain in its approval of such Development Sublease (e.g., utility easement or public access rights through passageways providing access to the Hemisfair Parkland).

1.6 Infrastructure Obligations. Unless otherwise expressly approved in writing by City or Landlord, the costs of all infrastructure requirements for development of all or any part of the Landlord Property shall be the responsibility of the subject Developer undertaking such development, including alterations to existing infrastructure installations.

ARTICLE 2 GENERAL REQUIREMENTS FOR DEVELOPMENT SUBLEASES

2.1 Permitted Uses. Each Development Sublease shall specify the uses permitted for the applicable Subleased Premises (the "**Permitted Uses**"). The Permitted Uses in each Development Sublease shall be consistent with the Master Plan and shall not permit any use that (a) violates the provisions of the Master Lease or any Laws, (b) causes

waste, (c) is or creates a nuisance, or (d) sells or promotes the sale of obscene materials or involves obscene or similar disreputable activities.

2.2 Prohibited Uses. Neither Tenant nor any subtenant under a Development Sublease or Minor Sublease (hereinafter defined) shall install or permit the installation on the Landlord Property of a “wireless communication system” (as that term is defined in the Unified Development Code of the City of San Antonio as of the Effective Date or may be hereafter amended or supplemented, and including any other terminology therein having the same or similar meaning).

2.3 Sublease Financing. In order to encourage the rapid and full development of Hemisfair, the Parties intend that each Development Sublease will permit the subject Developer to obtain financing secured by its leasehold interest in the Sublease. Therefore, each Development Sublease, if requested by the Developer, will contain provisions protecting the interests of sublease mortgagees, including provisions requiring notice of defaults under a Development Sublease to be provided to the sublease mortgagee and giving such sublease mortgagee rights to cure such default as a means of protecting its collateral (collectively and without limitation, the “**Mortgagee Protection Language**”). The Mortgagee Protection Language will be negotiated between Tenant and the Developers and shall be subject to Landlord’s approval. The Mortgagee Protection Language shall restrict the sublease mortgagee’s use of the Developer’s leasehold estate to the Permitted Use set forth in the Development Sublease.

2.4 Recognition Agreements. When requested by a Developer, Landlord will enter into an agreement with such Developer (a “**Recognition Agreement**”) whereby (a) Landlord will recognize the rights of such Developer under its Development Sublease in the event the Master Lease is terminated, (b) such Developer will agree to attorn to Landlord in the event the Master Lease is terminated, and (c) the rights of any sublease mortgagee will be recognized and reasonably protected in the event the Master Lease is terminated. It is also anticipated that each Recognition Agreement will be negotiated between Landlord, Tenant and the Developer and approved contemporaneously by Landlord with the approval of the related Development Sublease in accordance with the terms of the Master Lease.

2.5 Non-Discrimination. Each Development Sublease shall include provisions prohibiting the Developers and their successors and assigns from discriminating against any person or persons because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, veteran status or disability in the development, improvement and conduct of operations on the Subleased Premises. In addition, Tenant shall not discriminate against any person or persons because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, veteran status or disability in the Tenant’s performance of this Agreement.

ARTICLE 3
IMPROVEMENT, MAINTENANCE AND OPERATIONS OF LANDLORD
PROPERTY

3.1 Pre-Development Maintenance of Landlord Property. City will continue to maintain the Landlord Property until such time as (a) a Development Sublease has been executed covering a portion of the Landlord Property, whereupon City will discontinue maintenance for such Subleased Premises, or (b) City has determined that Tenant is accruing sufficient Hemisfair Revenues to assume responsibility for such maintenance obligations. In addition, City will remain solely responsible for overseeing and funding the obligations and commitments that the City now has, or hereafter incurs, for the demolition of the portion of the Henry B. Gonzalez Convention Center now located on the Civic Park and restoration of the Civic Park, to the extent of available funds for such purpose.

3.2 Existing Leases Affecting Landlord Property.

3.2.1 The following leases (collectively referred to herein as the “**Existing Leases**”) currently affect the Landlord Property:

3.2.1.1 The Lease Agreement effective as of February 10, 2010 by and between City, as landlord, and Universidad Nacional Autónoma de México, as tenant (the “**UNAM Lease**”);

3.2.1.2 The Lease Agreement dated August 9, 2001 by and between City, as landlord, and Palacio Del Rio, Ltd., as tenant (the “**Pavilion Lease**”); and

3.2.1.3 The Lease Agreement effective as of May 8, 1997 by and between City, as landlord, and The Magik Theatre, as tenant (the “**Magik Theatre Lease**”), which is currently on a month-to-month basis.

3.2.2 As owner of the Landlord Property, Landlord has succeeded to City’s interests as landlord under the Existing Leases.

3.2.3 To enable Tenant to effectively manage the Landlord Property, Landlord will assign its interests as landlord under the Existing Leases to Tenant as of the Effective Date and Tenant will agree to assume and perform the duties and obligations of the landlord thereunder.

3.2.4 Pursuant to Section 19.05 of the UNAM Lease, Tenant will deliver a written agreement confirming that it will not disturb the leasehold of Universidad Nacional Autónoma de México (“**UNAM**”) so long as UNAM is not in default under the UNAM Lease, whereupon UNAM will be obligated to attorn to Tenant as landlord under the UNAM Lease, and pursuant to such agreement, UNAM will look solely to Tenant for performance of the duties and obligations of the landlord under the UNAM Lease.

3.2.5 Pursuant to Section 28.8 of the Pavilion Lease, Landlord will require Palacio Del Rio, Ltd. (“**Palacio**”) to subordinate its leasehold interest to the Master Lease and Tenant will enter into a nondisturbance agreement with Palacio whereby Palacio shall agree to look solely to Tenant to perform the duties and obligations of the landlord under the Pavilion Lease.

3.2.6 Pursuant to Section 22.3 of the Magik Theatre Lease, Tenant will deliver a written agreement confirming that it will not disturb the leasehold of Magik Theatre (“**Magik**”), whereupon City’s assignment of the landlord’s interest in the Magik Theatre Lease to Tenant shall be binding upon Magik and Magik shall agree to look solely to Tenant to perform the duties and obligations of landlord under the Magik Theatre Lease.

3.2.7 All revenues collected by Tenant pursuant to the Existing Leases shall be deemed Hemisfair Revenue for the purposes of this Agreement.

3.2.8 Once Tenant has taken an assignment of Landlord’s interest under the Existing Leases, Tenant shall not amend or modify such leases in a manner that would impose any additional monetary obligations or liabilities upon the City, Landlord or Tenant (as landlord under such Existing Leases) (including without limitation, any reduction or waiver of funding and other requirements for the “Beethoven Hall/Magik Theatre Fund” under the Magik Theatre Lease) without first obtaining Manager’s Approval.

3.3 Improvement and Restoration of Existing Buildings. In addition to any approvals required under any applicable laws or ordinances, Tenant shall also obtain Manager’s Approval prior to commencing any Significant Work (as defined below) on any of the buildings existing on the Landlord Property as of the Effective Date hereof, including the buildings identified on Exhibit “D” (the “**Existing Buildings**”). For purposes hereof, “**Significant Work**” shall be defined as any project for the improvement, addition, renovations, or other construction work for an Existing Building, the cost of which is reasonably anticipated by Tenant to exceed \$50,000.00.

3.3.1 Tenant shall require all contractors and subcontractors performing work on, in or about the Existing Buildings to carry worker compensation and employer liability insurance, commercial general liability insurance and owned or hired business auto liability insurance, all with coverages commensurate with the scope of work being performed by such contractor or subcontractor, in amounts reasonably determined to be sufficient under the circumstances.

3.3.2 All work shall be prosecuted in compliance with all applicable Laws (as herein defined), including all municipal ordinances.

3.4 Minor Subleases. Tenant may sublease the Existing Buildings on the Landlord Property that are not then subject to a Public-Private Partnership or an Existing Lease (each such sublease referred to herein as a “**Minor Sublease**”). Tenant shall not be required to follow the process set forth in the Hemisfair P3 Guidelines to solicit or negotiate a Minor Sublease or an extension, but all Minor Subleases shall require Manager’s Approval and shall use City’s standard lease form. If material modification of

the City's standard lease form is proposed for a Minor Sublease, Manager's Approval will be required. Each Minor Sublease shall require that each of the parties to such Minor Sublease provide copies to Landlord of any notice(s) of default given by such party to the other party, when such notices are given.

3.5 Sustainable Water Plan. With the goal of minimizing the impact of the Master Plan on limited water resources, Tenant shall formulate a sustainable water plan for indoor and outdoor water use on the Landlord Property, for City's approval. The sustainable water plan shall include (but not be limited to) recommendations for the utilization of reuse water for irrigation and in water features, as appropriate, and for the responsible detention of storm water runoff.

3.6 Chilled Water System. Unless waived by the City, Tenant and each subtenant under a Development Sublease or Minor Sublease shall be required to obtain chilled water services from the SAWS distribution system in the San Antonio central business district for each of the buildings now located or hereafter located on the Landlord Property (each, an "**Improvement**"), to the extent that such distribution system is available to serve an Improvement and service to that Improvement is reasonably feasible under the circumstances and available technology.

ARTICLE 4 HEMISFAIR REVENUE

4.1 Collection of Hemisfair Revenue. Tenant shall be solely responsible and shall use diligent efforts for the collection of all Hemisfair Revenue (as defined below), which Tenant shall disburse and retain in accordance with the Permitted Purposes (as defined below) in accordance with this Agreement. For purposes hereof, "**Hemisfair Revenue**" shall mean all income, rents, receipts, reimbursements, insurance proceeds, condemnation awards, profit participation interests, sales proceeds and other consideration received by Tenant (a) under the terms of the Master Lease, a Development Sublease, an Existing Lease, Public-Private Partnership, Comprehensive Development Agreement, Minor Sublease, Hemisfair Parkland Concessions (as defined below) or other approved agreement of Tenant related to the occupancy, use, improvement or development of the Landlord Property or otherwise related to the Landlord Property or any part or parts thereof, (b) from or related to the Hemisfair Parkland or any part or parts thereof, (c) under the terms of a Funding Agreement (as defined in Section 4.7, below), (d) for donor recognition, (e) by donation, and (f) from any activities of Tenant related to this Agreement. Tenant shall act in a fiduciary capacity with respect to the proper protection of and accounting for all Hemisfair Revenue in Tenant's possession or subject to Tenant's control.

4.2 Permitted Purposes. The Hemisfair Revenue shall be used solely for the following "**Permitted Purposes**":

4.2.1 Any costs or expenses related to Tenant's compliance with its obligations under the Master Lease, this Agreement or the Park Management Agreements (as defined below);

4.2.2 Any costs or expenses related to the promotion, solicitation, negotiation and implementation of Public-Private Partnerships, Comprehensive Development Agreements and Development Subleases;

4.2.3 Any costs or expenses reasonably incurred in the operation of Tenant's organization, including (without limitation) (a) capital and operational expenses related to offices occupied by Tenant's officers, employees, volunteers and other staff, including rent, utility expenses, repair and maintenance expenses, insurance expenses, and property tax expenses, (b) salaries and benefits for Tenant's officers and employees, and (c) fees paid to consultants, contractors, accountants and attorneys working on behalf of Tenant ;

4.2.4 With Manager's Approval, costs and expenses related to the acquisition of land and other real property interests in proximity to Hemisfair;

4.2.5 Any other costs or expenses related to the implementation of the Master Plan; and

4.2.6 Any other purposes authorized under the terms of a Funding Agreement.

Notwithstanding anything to the contrary herein set forth, casualty insurance proceeds shall be used to restore or repair the subject property unless another application of such insurance proceeds has received Manager's Approval.

4.3 Segregated Account. Tenant shall deposit all collected Hemisfair Revenue into a federally insured depository bank, or in another form of investment account that complies with Tenant's Cash Management and Investment Policy. The account holder shall be the Tenant, and the account funds shall be managed and disbursed by Tenant solely for the Permitted Purposes. If the bank account is an interest-bearing account, the accrued interest will be part of the Hemisfair Revenue.

4.4 Periodic Activity Reports. During each year during which Hemisfair Revenues are collected or funds are advanced to Tenant under a Funding Agreement, Tenant shall deliver to the Director of the Center City Development and Operations Office, or another official designated by the City Manager, a report (each such report referred to herein as an "**Activity Report**") concerning the Hemisfair Revenues generated and disbursed since the prior reporting period. Activity Reports shall be issued not less often than annually and on a more frequent periodic basis if requested by the City Manager or his/her designee. Each Activity Report shall include information detailing (a) all Hemisfair Revenue received during the subject reporting period, (b) the sources of such Hemisfair Revenue, (c) the interest earned on Hemisfair Revenue a during the subject reporting period, (d) the amount of Hemisfair Revenue in Tenant's possession on the first and last day of the subject reporting period, and (e) an accounting of all disbursements from the Hemisfair Revenues with the level of detail specified by the Director of Center City Development and Operations or other official designated by the City Manager to receive and review Activity Reports.

4.5 Review and/or Audit. City and Landlord each shall have the right to review all documents (in whatever form or media) in Tenant's possession or under its control that

are directly or indirectly related to the Hemisfair Revenue, the accounts maintained by Tenant and/or one or more Activity Reports. City and Landlord shall have unrestricted access to all information that may be necessary to verify Tenant's ability to assume maintenance obligations under Section 3.3, above, ascertain the existence of Excess Funds (as defined in Section 4.6, below), and verify Tenant's compliance with the terms of this Agreement.

4.5.1 Tenant agrees to provide the documents and information on a timely basis to City and Landlord at the location or locations in Bexar County, Texas requested by Landlord, following not less than thirty (30) days' written notice. All such applicable books, records and supporting documentation generated in connection with the sources and uses of the Hemisfair Revenue (which may be in electronic form) shall be preserved by Tenant for five (5) years after the period to which such documents relate or until all reviews and/or audits, if any, relating to those documents are complete and any and all findings have been fully resolved, and any litigation shall be finally resolved, whichever is the greater period of time.

4.5.2 City or Landlord may designate a certified public accountant to conduct the review and/or audit under this Section 4.5, and City may utilize the services of any employee or agent of City for such purpose.

4.6 Excess Revenues. In the event that Hemisfair Revenues exceed Tenant's expenses for any fiscal year of Tenant, such excess ("**Excess Funds**") shall accrue as a reserve fund ("**Tenant's Reserve Fund**") that will be available to meet Tenant's goal of financial self-sufficiency and may be used to satisfy revenue shortfalls in other fiscal years and other uses consistent with the Permitted Purposes set forth under Section 4.2, above, and to fund park improvements and renovations undertaken in the exercise of Tenant's park management duties or otherwise as approved by City. If the Excess Funds exceed the amounts necessary for the purposes outlined in the preceding sentence, in the sole judgment of the City Manager, then any additional excess revenues shall accrue to City consistent with Section 431.107 of the Texas Transportation Code.

4.7 Funding Agreement. As of the Effective Date, Tenant is being funded by City pursuant to that certain Funding Agreement approved by City by Ordinance No. 2104-09-18-0690 on September 18, 2014, and City and Tenant anticipate that additional similar funding agreements will follow the expiration of the current Funding Agreement (each, a "**Funding Agreement**"). The currently effective Funding Agreement sets forth the terms, conditions and provisions under which City's funding is being provided to Tenant, including certain budgeting, recordkeeping and reporting obligations that Tenant is required to satisfy. While this Agreement and each Funding Agreement are distinct agreements addressing different topics, these agreements are complementary, and the City Manager shall have the ability to impose additional requirements related to the Hemisfair Revenues through the terms and conditions of each Funding Agreement. In addition to any other rights of City under a Funding Agreement or this Agreement, City may discontinue a Funding Agreement when City, in the exercise of its discretion, has determined that Hemisfair Revenues are sufficient for Tenant's funding.

4.8 No Ability to Obligate City or Landlord. Neither City nor Landlord shall have any financial obligation to Tenant, except as may be set forth in this Agreement or a Funding Agreement, or to any person or entity in privity of contract with Tenant. Tenant covenants and agrees not to incur any financial obligation that cannot be discharged by available or committed Hemisfair Revenues.

ARTICLE 5
OPERATIONS, MANAGEMENT AND PROGRAMMING OF HEMISFAIR
PARKLAND

5.1 Park Management Agreements. To implement the Master Plan, it is anticipated that City will enter into one or more Park Management Agreements with Tenant (each such agreement, a “**Park Management Agreement**”), pursuant to which City will delegate certain rights and responsibilities to Tenant with respect to the design, construction, maintenance, operations and programming of the Hemisfair Parkland. Given the unique nature of each of the individual tracts comprising the Hemisfair Parkland, City and Tenant anticipate that there may be a series of Park Management Agreements related to individual tracts or a single Park Management Agreement with a phased implementation as the Hemisfair Parkland is redeveloped according to the Master Plan. The Park Management Agreement(s) shall:

5.1.1 Establish a schedule for the planning, design, construction and implementation of the concepts of the Master Plan in the Hemisfair Parkland;

5.1.2 Establish a financial plan for the planning, design, construction, maintenance, operations and programming of the Hemisfair Parkland in accordance with the Master Plan, to include (without limitation) milestones to be achieved by Tenant to generate financial resources sufficient to cover increasing percentages of funding of Tenant’s activities (e.g., 25%, 50%, 75%);

5.1.3 Identify Tenant’s role in the process of soliciting, selecting and overseeing architects, planners and contractors engaged to undertake the redevelopment of the Hemisfair Parkland in accordance with the Master Plan (including the renovation and reuse of any historic buildings located within the Hemisfair Parkland); and

5.1.4 Provide a framework under which the Parks and Recreation Department and other City departments coordinate and collaborate with Tenant to achieve the Enhanced Park Standards and to perform various design, construction, maintenance, operations and activities programming on the Hemisfair Parkland, as therein provided.

5.2 Hemisfair Parkland Concessions. Tenant shall identify, solicit, negotiate, administer and enforce all licenses and concessions located or to be located on the Hemisfair Parkland (collectively, the “**Hemisfair Parkland Concessions**”). In this capacity, Tenant shall be charged with and shall use its best efforts to discharge the responsibility of fostering uses with the Hemisfair Parkland that support and activate the public’s enjoyment of the Hemisfair Parkland. Tenant and City shall work together to

develop a standard form for the Hemisfair Parkland Concessions agreements, which standard form and any material alteration of such standard form will require the Manager's Approval. Any such agreements for a term greater than one (1) year will require the Manager's Approval.

5.3 Incurring Obligations. In exercising its rights and responsibilities with respect to the Hemisfair Parkland, Tenant is not authorized to incur any payment obligations, debts, charges or other liabilities of any kind on behalf of City.

5.4 Non-Discrimination. All Hemisfair Parkland Concessions and other agreements negotiated by Tenant on behalf of City with respect to the Hemisfair Parkland shall include provisions prohibiting discrimination against any person or persons because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, veteran status or disability.

ARTICLE 6 TERM; MILESTONES

6.1 Term. The Parties anticipate that this Agreement will remain in full force and effect for so long as one or more of the Funding Agreements, Development Subleases, or Parkland Management Agreements shall remain in effect, unless earlier terminated as herein provided; provided, however, that the provisions of Article 8 shall survive past the date upon which this Agreement is terminated (the "***Termination Date***") 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 Tenant's authority to enter into new Donor Recognition Agreements shall terminate on the Termination Date.

6.2 Milestones. The execution of the duties and responsibilities of Tenant under this Agreement shall be achieved in accordance with the timetable established from time to time by the City Manager or his/her designee, in consultation with Tenant ("***Milestones***"). The initial Milestones shall be documented within ninety (90) days of the Effective Date of this Agreement. The Milestones may be amended by the City Manager, in the exercise of the City Manager's sole discretion, from time to time.

6.3 Failure to Achieve Milestones. If Tenant fails to achieve the Milestones, the City Manager may choose to adjust such Milestones (in consultation with Tenant) to account for factors outside Tenant's control, and/or implement such remedial actions as the City Manager may deem appropriate, in the sole discretion of the City Manager. Such remedial actions may include, without limitation, (a) the institution of additional procedures for oversight by City over Tenant's activities, and/or (b) re-delegation of Tenant's responsibilities under this Agreement to Landlord, City or other actors as may be appropriate under the circumstances.

ARTICLE 7

DEFAULT; REMEDIES; TERMINATION

7.1 Events of Default. Tenant shall be in default under this Agreement if Tenant fails to perform any covenant, agreement or obligation of Tenant under this Agreement (other than a failure described in Section 7.2, below) within thirty (30) days after City has furnished to Tenant written notice of such default (an “*Event of Default*”), provided, however, if such default 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 (a) within such thirty (30) day period, Tenant gives written notice to City and Landlord setting forth the reasons that such default cannot be cured by the exercise of reasonable diligence within thirty (30) days and Tenant’s reasonable estimate of the amount of time which will be required to effect such cure, (b) Tenant commences curative action within such thirty (30) day period and thereafter diligently pursues the curative action, (c) upon request of City, but in no event more often than monthly, Tenant provides written notice to City and Landlord of the efforts undertaken by Tenant, the curative work remaining to be done and the estimated time required for completion of the curative action, and (d) such default is cured within six (6) months from the date of Tenant’s receipt of the notice of default from City.

7.2 Material Events of Default. Each of the following events or circumstances shall be a material event of default (“*Material Event of Default*”) by Tenant:

7.2.1 Default by Tenant under the Master Lease. Tenant shall be in default under the Master Lease, which default remains uncured after notice and the expiration of any applicable cure period for such default under the Master Lease.

7.2.2 Default by Tenant under an Existing Lease. Tenant shall be in default of its obligations under an Existing Lease, as therein provided, which default remains uncured after notice and the expiration of any applicable cure period provided under the Existing Lease.

7.2.3 Liens. Tenant shall cause to be placed or suffer the existence of any lien on the Landlord Property (except as authorized under the Master Lease or a Development Sublease) and such lien has not been fully released or otherwise discharged within sixty (60) days following the creation of such lien.

7.2.4 Action without Approval. Tenant shall fail to obtain an approval required by this Agreement or the Master Lease for any lease, sublease, license, concession, contract or other agreement.

7.2.5 Misapplication of Funds. Tenant shall use Hemisfair Revenue for other than a Permitted Purpose.

7.3 Remedies. Upon a Material Event of Default, City or Landlord may terminate this Agreement in whole or in part with respect to any of the Landlord Property or the Hemisfair Parkland. Upon a Material Event of Default or an uncured Event of

Default, City may take any or all of the following actions (in such order and in such combinations that City may elect, in its sole discretion):

7.3.1 Impose additional procedures for City's oversight of Tenant's activities;

7.3.2 Require Tenant's Board of Directors to consider replacing identified personnel with other personnel;

7.3.3 Withdraw one or more responsibilities of Tenant under this Agreement and re-delegate to Landlord, City and/ or other actors as may be appropriate under the circumstances, in the City's sole discretion;

7.3.4 Require Tenant to place all or part of the Hemisfair Revenues under City or Landlord's control; and

7.3.5 Any other remedy available to City or Landlord at law or in equity.

7.4 Effect of Termination of Agreement. Upon expiration or other termination of this Agreement, Tenant shall transfer and assign to Landlord all of Tenant's rights under all Development Subleases, Minor Subleases, Existing Leases, Hemisfair Parkland Concessions, Donor Recognition Agreements and other contracts and agreements then in effect and deliver to City all Hemisfair Revenues in Tenant's possession or control. Tenant shall deliver to Landlord all original leases and contracts and copies of all files and other documentation related thereto, in whatever form or media, in Tenant's possession or subject to Tenant's control. Tenant shall also cooperate with Landlord in the transfer of responsibilities to Landlord under all remaining Development Subleases, Minor Subleases, Existing Leases and Hemisfair Parkland Concessions and other contracts.

7.5 No Election of Remedies, Non-Waiver. Pursuit of any of the remedies set forth in Section 7.3 above will not preclude pursuit of any other remedies herein provided or provided by Law. Forbearance by City or Landlord to enforce one or more of the remedies herein provided upon an Event of Default or Material Event of Default shall not be deemed or construed to constitute a waiver thereof.

ARTICLE 8

DONOR RECOGNITION FOR HEMISFAIR PARKLAND

8.1 Donor Recognition Agreements. Subject to the approval rights retained by City and the specific, terms, conditions and exclusions set forth herein, Tenant is delegated the responsibility to enter into agreements granting the right 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***"). Each Donor Recognition Agreement shall:

8.1.1 Specify the portion, improvement or element of the Hemisfair Parkland subject to the Donor Recognition Agreement and the name thereby authorized to be used;

8.1.2 Comply with the pledge requirements (the “**Pledge Requirements**”) set forth in Section 8.8, below; and

8.1.3 If requiring City’s approval hereunder, shall be provided to City by Tenant not less than thirty (30) days prior to the date on which such Donor Recognition Agreement will become effective, according to its terms, if approved.

8.2 Hemisfair Conservancy’s Role. Tenant shall be permitted to re-delegate to the Hemisfair Conservancy, a Texas non-profit corporation and qualified 501(c)(3) organization (the “**Conservancy**”), the right to enter into Donor Recognition Agreements upon the same terms and conditions applicable to Tenant. Prior to entering into any Donor Recognition Agreement, however, the Conservancy and Tenant shall have entered into the Delegation Agreement attached hereto as Exhibit “F” (“**Delegation Agreement**”) and shall obtain a written authorization from Tenant expressly confirming that such Donor Recognition Agreement complies with all of the terms, conditions and limitations set forth in this Article 8 and the Delegation Agreement. Any amendment to the Delegation Agreement shall require Manager’s Approval. In addition, prior to entering into any Donor Recognition Agreement for a Major Recognition Opportunity (defined below), the prior approval of the City shall be obtained.

8.3 City Approval. The prior approval of City, in the exercise of its sole discretion, shall be required for any Donor Recognition Agreement that does not comply with the Pledge Requirements. In addition, City’s approval also shall be required for a Donor Recognition Agreement that names or identifies any of the following (each, a “**Major Recognition Opportunity**”):

8.3.1 Park Tract 1;

8.3.2 Park Tract 2;

8.3.3 Park Tract 4;

8.3.4 Park Tract 5; and

8.3.5 Any part of the structure now known as the Tower of the Americas.

8.4 Donor Recognition Agreements Without City Approval. A Donor Recognition Agreement for any portion, improvement or element of the Hemisfair Parkland, except for the Major Recognition Opportunities, shall require the approval of City unless the Donor Recognition Agreement:

8.4.1 Has been approved by the Conservancy; and

8.4.2 Complies with the Hemisfair Conservancy Gift Acceptance Policy attached hereto as Exhibit “E”, and any subsequent amendments thereof which have received Manager’s Approval (“**Hemisfair Conservancy Gift Acceptance Policy**”), to the extent not in conflict with the requirements of this Article 8; and

8.4.3 Complies with the Pledge Requirements; and

8.4.4 Complies with the Naming Parameters set forth in Section 8.5, below; and

8.4.5 Complies with the Naming Exclusions set forth in Section 8.6, below; and

8.4.6 Complies with the Delegation Agreement.

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

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

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

8.5.3 Recognize events or affairs of historic significance; or

8.5.4 Embrace civic ideals or goals.

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

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

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

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

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

8.6.5 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

8.6.6 Advocates violence, criminal activity or immorality.

8.7 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 8.5 or Section 8.6, 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 8.5 or Section 8.6, above, shall require the approval of the City.

8.8 Pledge Requirements. Attached as Exhibit "F" is the Yanaguana Hemisfair Donor Recognition Policy formulated by Tenant and the Conservancy for the Yanaguana Garden (Park Tract 2) that identifies:

8.8.1 The individual improvements, elements and amenities planned to be located in the Yanaguana Garden;

8.8.2 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 the Yanaguana Garden;

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

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

As designs for the other tracts comprising the Hemisfair Parkland are completed and additional individual improvements, elements and amenities are planned, Tenant and Conservancy shall expand the Hemisfair Donor Recognition Policy to identify them and the corresponding, applicable Pledge Requirements, subject to the 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 the Manager's Approval under this paragraph shall be submitted with Tenant's analysis of the subject capital costs.

8.9 Markers. All markers to be erected pursuant to a Donor Recognition Agreement shall comply with the following requirements:

8.9.1 Markers must be made of cast bronze, cast aluminum (or similar water-resistant metal material), carved stone, or tile. In addition engraved sidewalk pavers will be allowed in areas where brick pavers are appropriate upon securing any necessary approvals related to the placement thereof.

8.9.2 Language utilized (in recognition of an individual, corporation or foundation) on a marker must contain language substantially similar to "sponsored by, underwritten by, a gift from, etc." Corporate recognition shall be possible on particular features but shall use wording along the lines of "sponsored by, underwritten by, etc." and be of such size and material as not to be confused with advertising.

8.9.3 The approval of the Historic Design and Review Commission (HDRC) shall be required for the type, size and placement of markers; provided, however, that the HDRC may preapprove templates for markers to be used for these purposes and the subsequent use of such templates shall not be subject to HDRC review.

8.9.4. This Agreement (once approved by City Council) shall function as the "formal action" required for purposes of Section 35-612(a)(8) or 35-645(a) of

the San Antonio City Code of Ordinances, and no further approval of City Council shall be required for any memorials, markers or naming rights in Hemisfair subject to this Agreement except as expressly provided in Section 8.3 above.

8.10 Installment and Maintenance of Markers.

8.10.1 Tenant and the Conservancy will fund the costs of installing the markers through the consideration raised through the Donor Recognition Agreements.

8.10.2 Tenant shall be responsible for maintaining the markers and shall have a license to enter upon such portions of the Hemisfair Parkland as may be necessary for purposes of performing such maintenance.

8.11 Application. The requirements of this Article 8 apply to initial naming and any subsequent re-naming agreements.

ARTICLE 9
MISCELLANEOUS

9.1 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 shall be as follows:

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

If to Landlord:

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

If to Tenant:

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

Each party 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.

9.2 Entire Agreement. None 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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 approval of the San Antonio City Council.

9.8 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.

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

9.10 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.

9.11 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.

9.12 Conflict of Interest. Tenant acknowledges that it is informed that the City's Charter and its Ethics Code prohibit a City officer or employee, as those terms are defined in said Ethics Code, from having a financial interest in any contract with City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individuals or entities is a party to the contract or sale: a City officer or employee, his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity. Tenant certifies and this Agreement is made in reliance thereon that neither it nor any person having a substantial interest in this Agreement by, through or under Tenant is an officer or employee of City or any of its agencies.

9.13 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.

9.14 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 by Landlord or City to any assignment by Tenant, except as expressly set forth herein.

9.15 City Council Approval. Notwithstanding anything to the contrary set forth in this Agreement, the Parties recognize and agree that any contracts or agreements contemplated to be entered into by City under the terms of this Agreement which are not attached as exhibits to this Agreement will be subject to the prior approval of the City Council, if the approval of the City Council is required under the terms of City's Charter or other applicable law.

9.16 City's Governmental Functions. The Parties hereto acknowledge that no consent, approval or agreement of City (as a party to this Agreement) shall constitute a waiver by or estop City from exercising any of its rights, powers or duties in the performance of its required governmental functions. For example, approval by City of this Agreement shall not constitute satisfaction of any requirements of, or the need to obtain any approval by or permit from, any City department or under applicable law.

9.17 Appropriations. The obligations of City under this Agreement may be abated or terminated by City if City, in its discretion, determines that its current revenues or future appropriations, if any, are insufficient to fund City's obligations under this Agreement. Notwithstanding anything set forth in this Agreement to the contrary, City shall use its best efforts to attempt to obtain and appropriate funds for City's obligations under this Agreement consistent with *Section 271.903, Texas Local Government Code*, as in effect on the Effective Date.

9.18 Compliance with Laws. In the performance of this Agreement, Tenant shall comply with all federal, state, municipal or other governmental laws, ordinances, rules and regulations ("**Laws**"). Tenant shall immediately notify City and Landlord of any known violation of Laws with respect to the Hemisfair Parkland, the Landlord Property or Tenant's duties hereunder. If Tenant shall be apprised of any claim, demand, suit or other legal proceeding made or instituted on account of any matter connected with the Hemisfair Parkland or the Landlord Property, Tenant shall provide to City and Landlord all information in Tenant's possession in respect thereof and shall assist and cooperate with City and Landlord in all reasonable aspects in the defense of such suit or other legal proceeding.

EXHIBITS:

- Exhibit "A" Landlord Property
- Exhibit "B" Hemisfair Parkland
- Exhibit "C" Hemisfair P3 Guidelines
- Exhibit "D" Existing Buildings on Landlord Property
- Exhibit "E" Hemisfair Conservancy Gift Acceptance Policy
- Exhibit "F" Delegation Agreement
- Exhibit "G" Hemisfair Donor Recognition Policy

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF SAN ANTONIO

By: _____
Name: _____
Title: _____

Date: _____

LANDLORD:

HEMISFAIR PARK PUBLIC FACILITIES CORPORATION

By: _____
Name: _____
Title: _____

Date: _____

TENANT:

HEMISFAIR PARK AREA REDEVELOPMENT CORPORATION

By: _____
Name: Andres Andujar
Title: Chief Executive Officer

Date: _____

EXHIBIT "A"
TO
MASTER AGREEMENT

DESCRIPTION OF LANDLORD PROPERTY

TRACT 1

FIELD NOTES

FOR

LANDBANK TRACT 1

A 1.484 acre, or 64,648 square feet more or less, out of Lot 12, and that 1.674 acre Public Waterway, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 15.813 acre tract recorded in Volume 5505, Pages 957-962 of the Deed Records of Bexar County, Texas in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.484 acre tract being further described by metes and bounds with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD83(1996) and combined scale factor 0.999830028895.

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the south right-of-way line of East Market Street, a 125-foot public right-of-way as established in said Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision, at the northwest corner of said Lot 12, being S 75°00'34" E, a distance of 29.79 feet from the intersection of the south right-of-way line of Market Street and the east right-of-way line of South Alamo Street, said point of commencing at North 13,701,555.12 and East 2,131,743.29 of said coordinate system;

THENCE: S 75°00'34" E, with the south line of East Market Street, a distance of 165.78 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the POINT OF BEGINNING and northwest corner of the herein described tracts at an angle point of an 8.926 acre tract surveyed concurrently and at North 13,701,512.25, East 2,131,903.40 of said coordinate system;

THENCE: S 75°00'34" E, continuing with the south line of market Street, a distance of 481.22 feet to an iron rod with cap marked "Pape-Dawson", an angle point of said 8.926 acre tract;

THENCE: Departing said right-of-way and with the north line of said 8.926 acre tract the following bearings and distances:
S 15°01'04" W, a distance of 86.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 75°00'34" W, a distance of 111.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°01'04" W, a distance of 69.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 75°00'34" W, a distance of 297.97 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 33°54'50" W, a distance of 94.71 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 14°59'26" E, a distance of 92.75 feet to the POINT OF BEGINNING, and containing 1.484 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013, December 18, 2013.

JOB NO. 9090-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Landbank - Tract 1.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 2

FIELD NOTES

FOR

LANDBANK TRACT 2

A 3.360 acre, or 146,356 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deeds to the City of San Antonio comprised of a 15.813 acre tract recorded in Volume 5505, Pages 957-962, and an 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 3.360 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north

right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: With the east right-of-way line of South Alamo Street the following bearings and distances:

N 1°30'25" E, a distance of 147.52 (by plat 143.57 feet) to a set ½" iron rod with cap marked "Pape-Dawson";

N 1°20'54" E, a distance of 316.33 feet to a point in building at a point of curvature;

Northerly and northeasterly with a curve to the right, said curve having a radius of 753.00 feet, a central angle of 16°08'11", a chord bearing and distance of N 09°25'00" E, 211.37 feet, for an arc distance of 212.07 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

N 17°29'05" E, a distance of 108.23 to a set ½" iron rod with cap marked "Pape-Dawson" at a the POINT OF BEGINNING of the herein described tract at North 13,700,890.10, East 2,131,530.74 of said coordinate system;

THENCE: N 17°29'05" E, continuing with said right-of-way a distance of 222.25 feet to set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°58'56" E, a distance of 8.18 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said right-of-way and over and across said Lot 12 the following bearings and distances:

N 18°44'21" E, a distance of 30.06 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 18°44'21" E, a distance of 198.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a tangent curve to the left, said curve having a radius of 654.00 feet, a central angle of 09°55'51", a chord bearing and distance of N 13°46'26" E, 113.21 feet, for an arc length of 113.36 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a compound curve to the left, said curve having a radius of 113.50 feet, a central angle of 04°32'01", a chord bearing and distance of N 06°32'30" E, 8.98 feet, for an arc length of 8.98 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a corner of an 8.926 acre tract surveyed concurrently;

THENCE: With the line of said 8.926 acre tract the following bearings and distances:

S 75°00'34" E, a distance of 115.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 33°54'50" E, a distance of 94.26 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 14°59'26" W, a distance of 349.64 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 75°00'34" E, a distance of 173.93 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 15°01'04" W, a distance of 164.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 74°58'56" W, a distance of 68.46 feet to a building corner

THENCE: With the east south and west face of said building the following bearings and distances:

S 21°03'05" W, a distance of 23.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 69°30'46" E, a distance of 8.49 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 21°03'05" E, a distance of 6.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 69°29'57" E, a distance of 17.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 19°55'18" W, a distance of 6.01 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 66°38'21" E, a distance of 1.24 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 24°15'55" E, a distance of 5.73 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 18°56'44" W, a distance of 1.90 feet to a building corner;

S 44°51'01" E, a distance of 0.40 feet to a building corner;

S 20°46'01" W, a distance of 5.08 feet to a building corner;

N 79°00'42" W, a distance of 0.51 feet to a building corner;

S 20°22'28" W, a distance of 1.86 feet to a building corner;

S 64°56'34" W, a distance of 6.42 feet to a building corner;

N 66°38'21" W, a distance of 0.70 feet to a building corner;

S 20°30'36" W, a distance of 34.36 feet to a building corner;

N 74°33'03" W, a distance of 1.71 feet to a building corner;

S 22°24'23" W, a distance of 1.32 feet to a building corner;

S 65°04'44" W, a distance of 6.15 feet to a building corner;

N 69°10'07" W, a distance of 7.54 feet to a building corner;

N 24°26'39" W, a distance of 6.14 feet to a building corner;

N 18°07'02" E, a distance of 1.53 feet to a building corner;
N 69°24'17" W, a distance of 3.20 feet to a building corner;
N 20°35'43" E, a distance of 1.50 feet to a building corner;
N 70°09'12" W, a distance of 8.11 feet to a building corner;
S 20°35'43" W, a distance of 1.44 feet to a building corner;
N 69°02'26" W, a distance of 3.52 feet to a building corner;
N 20°39'08" E, a distance of 12.84 feet to a building corner;

Along a non-tangent curve to the right, said curve having a radial bearing of N 19°38'16" E, a radius of 5.75 feet, a central angle of 94°27'13", a chord bearing and distance of N 23°08'08" W, 8.43 feet, for an arc length of 9.47 feet to a building corner;

N 20°20'13" E, a distance of 5.36 feet to a building corner;
N 69°29'14" W, a distance of 1.85 feet to a building corner;
N 18°01'55" E, a distance of 2.03 feet to a building corner;
S 70°08'42" E, a distance of 1.90 feet to a building corner;
N 19°51'18" E, a distance of 7.94 feet to a building corner;
N 68°12'56" W, a distance of 2.46 feet to a building corner;
N 19°51'18" E, a distance of 40.88 feet to a building corner;

THENCE: N 79°49'28" W, departing said building a distance of 31.77 feet to a building corner;

THENCE: S 47°30'40" W, with the southeast face of building a distance of 28.40 feet to a building corner;

THENCE: S 21°03'20" W, a distance of 62.30 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of N 38°46'53" E, a radius of 125.00 feet, a central angle of 17°51'54", a chord bearing and distance of N 42°17'09" W, 38.82 feet, for an arc length of 38.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 33°21'12" W, a distance of 78.68 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

THENCE: Along a tangent curve to the left, said curve having a radius of 125.00 feet, a central angle of 62°51'41", a chord bearing and distance of N 64°47'03" W, 130.37 feet, for an arc length of 137.14 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a reverse curve to the right, said curve having a radius of 75.00 feet, a central angle of 15°59'41", a chord bearing and distance of N 88°13'03" W,

20.87 feet, for an arc length of 20.94 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 80°13'12" W, a distance of 11.67 feet to the POINT OF BEGINNING, and containing 3.360 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9090-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 3

FIELD NOTES FOR LAND BANK – TRACT 3

A 1.349 acre, or 58,741 square feet more or less, tract of land out of that out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas, in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.349 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: With the east right-of-way line of said South Alamo Street and the west line of said Lot 12, the west line of a 4.081 acre Park Tract 2, surveyed concurrently, the following bearings and distances;

N 01°30'25" E, a distance of 147.52 feet to a set ½" iron rod with cap marked "Pape-Dawson" for an angle point on the west line of said Lot 12 and the west line of said 4.081 acre tract;

N 01°20'54" E, a distance of 266.01 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a northwest corner of said 4.081 acre tract, for the POINT OF BEGINNING and the southwest corner of the herein described tract, said corner being at North 13,700,528,11 and East 2,131,462.47 of said coordinate system;

THENCE: Continuing with the east right-of-way line of South Alamo Street and the west line of said Lot 12, the following bearings and distances;
N 01°20'54" E, a distance of 50.31 feet to a point of curvature within a building;

Continuing through said building, along a tangent curve to the right, said curve having a radius of 753.00 feet, a central angle of 16°08'11", a chord bearing and distance of N 09°25'00" E, 211.37 feet, for an arc length of 212.07 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of tangency;

N 17°29'05" E, a distance of 57.78 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the northwest corner of the herein described tract;

THENCE: Departing the east right-of-way line of said South Alamo Street, over and across said Lot 12, the following bearings and distances;

S 80°13'12" E, a distance of 18.43 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of curvature

Along a tangent curve to the left, said curve having a radius of 125.00 feet, a central angle of 15°59'41", a chord bearing and distance of S 88°13'03" E, 34.78 feet, for an arc length of 34.90 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of compound curvature to the right;

Along said compound curve to the right, said curve having a radius of 75.00 feet, a central angle of 62°51'41", a chord bearing and distance of S 64°47'03" E, 78.22 feet, for an arc length of 82.29 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of tangency;

S 33°21'12" E, a distance of 78.68 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of curvature;

Along a tangent curve to the left, said curve having a radius of 175.00 feet, a central angle of 11°51'10", a chord bearing and distance of S 39°16'47" E, 36.14 feet, for an arc length of 36.20 feet to a set ½" iron rod with cap

marked "Pape-Dawson" at a north corner of said 4.081 acre tract, for a point of non-tangency for the herein described tract;

THENCE: Continuing with the west line of said 4.081 acre tract and, over and across said Lot 12, the following bearings and distances;

Along a non-tangent curve to the left, said curve having a radial bearing of S 25°19'46" E, a radius of 25.00 feet, a central angle of 28°14'48", a chord bearing and distance of S 50°32'50" W, 12.20 feet, for an arc length of 12.32 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a compound curve to the left, said curve having a radius of 140.00 feet, a central angle of 34°25'39", a chord bearing and distance of S 19°12'37" W, 82.86 feet, for an arc length of 84.12 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of tangency on the east line of the herein described tract;

S 01°59'47" W, a distance of 101.52 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the southeast corner of the herein described tract

THENCE: N 88°39'06" W, a distance of 202.79 feet to the POINT OF BEGINNING, and containing 1.349 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 4

ARTICLE 10 FIELD NOTES FOR LAND BANK – TRACT 4

A 1.128 acre, or 49,143 square feet more or less, tract of land out of that out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and

Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.128 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 57°23'51" E, departing the east right-of-way line of said South Alamo Street, over and across said Lot 12 and a 4.081 acre Park Tract 2, surveyed concurrently, a distance of 298.08 feet to the POINT OF BEGINNING being a reentrant corner of said 4.081 acre tract and the west corner of the herein described tract, said point of beginning at North 13,700275.36 and East 2,131,703.40 of said coordinate system;

THENCE: Over and across said Lot 12 with the east line of said 4.081 acre tract, the following bearings and distances;

ARTICLE 11 N 41°35'06" E, a distance of 173.84 feet to a set ½" iron rod with cap marked "Pape-Dawson" for point of curvature on the northwest line of the herein described tract;

Along a tangent curve to the right, said curve having a radius of 49.50 feet, a central angle of 22°25'10", a chord bearing and distance of N 52°47'41" E, 19.25 feet, for an arc length of 19.37 feet to a set ½" iron rod with cap marked "Pape-Dawson", for a point of tangency on the northwest line of the herein described tract;

N 64°00'16" E, a distance of 54.87 feet to a set ½" iron rod with cap marked "Pape-Dawson" for an angle point on the northwest line of the herein described tract;

N 47°22'16" E, a distance of 48.34 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the north corner of the herein described tract;

THENCE: S 43°44'03" E, departing the east line of said 4.081 acre tract, continuing over and across said Lot 12, a distance of 156.42 feet to a set ½" iron rod with cap marked "Pape-Dawson" for east corner of the herein described tract;

THENCE: S 44°23'47" W, continuing over and across said Lot 12, a distance of 279.47 feet to a set ½" iron rod with cap marked "Pape-Dawson" at an east corner of said 4.081 acre tract, for the south corner of the herein described tract;

THENCE: N 48°17'42" W, continuing over and across said Lot 12, with the east line said 4.081 acre tract, a distance of 171.73 feet to the POINT OF BEGINNING, and containing 1.128 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 5

FIELD NOTES FOR LANDBANK TRACT 5

A 4.671 acre, or 203,473 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 and a 15.813 acre tract recorded in Volume 5505, Pages 957-962 of the Deed Records of Bexar County, Texas, and a portion of Surplus Right-of-Way Tract 3 quitclaimed from the State of Texas to the City of San Antonio as shown on the Texas Department of Transportation Map of Interstate Highway 37 recorded in Volume 4198, Page 947 and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 4.671 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of

25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 65°53'14" E, over and across said Lot 12, a distance of 844.97 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract, the southwest corner of an 8.926 acre tract surveyed concurrently, said point of beginning being at North 13,700.459.92, East 2,132,223.44 of said coordinate system;

THENCE: N 14°59'26" E, through a building a distance of 65.90 feet to the face of building and continuing a distance of 79.49 feet, for a total distance of 145.38 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: With the south line of Lot 14 of the proposed H B Gonzalez Subdivision the following bearings and distances:

S 73°57'08" E, a distance of 90.43 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°50'57" E, a distance of 208.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°20'55" W, a distance of 65.37 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 42.96 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°06'56" E, a distance of 32.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'25" E, a distance of 97.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 45°10'07" E, a distance of 26.13 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 162.75 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'01" E, a distance of 29.66 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°57'23" E, a distance of 191.36 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°01'01" W, a distance of 13.11 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 118.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'01" E, a distance of 47.69 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 36°36'47" E, a distance of 10.44 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°58'59" E, passing the east line of said Lot 12 and over and across the aforementioned Surplus Tract 3 and a portion of the old right-of-way of Indianola Street a distance of 218.33 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the current west right-of-way line of Interstate Highway 37;

THENCE: S 12°54'30" W, with the current west right-of-way line of Interstate Highway 37 a distance of 51.18 feet to a found ½" iron rod at a point of curvature;

THENCE: With the current west right-of-way line of Interstate Highway 37, and continuing with the east right-of-way line of Lot 12, and along a non-tangent curve to the left, said curve having a radial bearing of S 77°05'24" E, a radius of 350.00 feet, a central angle of 30°09'31", a chord bearing and distance of S 02°10'09" E, 182.11 feet, for an arc length of 184.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said line and over and across said Lot 12 the following bearings and distances:

S 38°11'13" W, a distance of 63.17 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

Along a non-tangent curve to the left, said curve having a radial bearing of S 20°58'47" W, a radius of 225.00 feet, a central angle of 05°18'00", a chord bearing and distance of N 71°40'13" W, 20.81 feet, for an arc length of 20.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°19'13" W, a distance of 429.57 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°40'47" E, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a non-tangent curve to the left, said curve having a radial bearing of N 14°19'13" W, a radius of 80.00 feet, a central angle of 300°00'00", a chord bearing and distance of N 74°19'13" W, 80.00 feet, for an arc length of 418.88 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°40'47" W, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°19'13" W, a distance of 101.08 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

THENCE: Along a tangent curve to the right, said curve having a radius of 125.00 feet, a central angle of 57°27'54", a chord bearing and distance of N 45°35'16" W, 120.18 feet, for an arc length of 125.37 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

THENCE: Along a curve to the left,, said curve having a radius of 175.00 feet, a central angle of 27°17'17", a chord bearing and distance of N 30°29'58" W, 82.56 feet, for an arc length of 83.35 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 50°46'25" W, a distance of 10.04 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the left, said curve having a radial bearing of S 45°33'28" W, a radius of 165.00 feet, a central angle of 31°04'17", a chord bearing and distance of N 59°58'40" W, 88.39 feet, for an arc length of 89.48 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

THENCE: N 75°30'49" W, a distance of 308.15 feet to the POINT OF BEGINNING and containing 4.671 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 6

**FIELD NOTES
FOR
LANDBANK TRACT 6**

A 2.362 acre, or 102,872 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 and a 5.222 acre tract recorded in Volume 7101, Pages 565-569 of the Deed Records of Bexar County, Texas, and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 2.362 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: S 73°23'39" E, over and across said Lot 12, a distance of 1376.50 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract at North 13,699,721.46, East 2,132,771.19 of said coordinate system;

THENCE: N 44°43'40" E, at 235.97 feet passing along the southeast line of a 0.104 acre tract surveyed concurrently and continuing with said line for a total distance of 435.64 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°19'13" E, a distance of 231.86 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of N 48°15'24" W, a radius of 460.00 feet, a central angle of 02°52'02", a chord bearing and distance of S 43°10'37" W, 23.02 feet, for an arc length of 23.02 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

THENCE: S 44°36'38" W, a distance of 351.97 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

THENCE: Along a tangent curve to the left, said curve having a radius of 290.00 feet, a central angle of 34°29'11", a chord bearing and distance of S 27°22'02" W, 171.93 feet, for an arc length of 174.55 feet to a set ½" iron rod with cap marked "Pape-Dawson":

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of N 37°38'01" E, a radius of 980.00 feet, a central angle of 06°25'23", a chord bearing and distance of N 49°09'17" W, 109.80 feet, for an arc length of 109.86 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency:

THENCE: N 45°56'36" W, a distance of 145.80 feet to the POINT OF BEGINNING, and containing 2.362 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 7

FIELD NOTES FOR LANDBANK TRACT 7

A 0.012 acre, or 518 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas, and in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.012 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of

25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: S 81°25'44" E, over and across said Lot 12, a distance of 2146.32 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract at North 13,699,794.94, East 2,133,574.31 of said coordinate system on the east line of said Lot 12 and the current west right-of-way line of Interstate Highway 37;

THENCE: Departing said line and over and across said Lot 12 the following bearings and distances:

N 40°03'08" W, a distance of 139.04 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 409.74 feet, a central angle of 04°07'54", a chord bearing and distance of N 37°59'11" W, 29.54 feet, for an arc length of 29.55 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on said east line of Lot 12:

THENCE: S 44°35'26" E, with the east line of said Lot 12 and the current west right-of-way line of Interstate Highway 37 a distance of 6.87 feet to a found ½" iron rod at a point of curvature;

THENCE: Continuing with the east line of said Lot 12, the current west right-of-way line of Interstate Highway 37 along a tangent curve to the right, said curve having a radius of 908.16 feet, a central angle of 10°12'59", a chord bearing and distance of S 39°28'56" E, 161.72 feet, for an arc length of 161.94 feet the POINT OF BEGINNING, and containing 0.012 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

EXHIBIT "B"
TO
MASTER AGREEMENT

DESCRIPTION OF HEMISFAIR PARKLAND

TRACT 1

FIELD NOTES
FOR
PARK TRACT 1

An 8.926 acre, or 388,803 square feet, tract of land out of Lot 12 and that 1.674 acre Public Waterway, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deeds to the City of San Antonio comprised of a 15.813 acre tract recorded in Volume 5505, Pages 957-962, a 18.422 acre tract recorded in Volume 6433 Pages 177-181, an 11.650 acre tract recorded in Volume 6205, Pages 537-543, and a 1.674 acre tract recorded in Volume 7573, Pages 538-541 all of the Deed Records of Bexar County, Texas all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 8.926 acre tract being a 10.113 acre, or 440,528 square feet, tract SAVE AND EXCEPT a 1.187 acre, or 51,725 square feet, tract and further described by metes and bounds with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD83(1996) and combined scale factor 0.999830028895;

BEGINNING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the south right-of-way line of East Market Street, a 125-foot public right-of-way as established in said Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision, at the northwest corner of said Lot 12, being S 75°00'34" E, a distance of 29.79 feet from the intersection of the south right-of-way line of Market Street and the east right-of-way line of South Alamo Street, said point of beginning at North 13,701,555.12 and East 2,131,743.29 of said coordinate system;

THENCE: S 75°00'34" E, with the south line of Market Street, a distance of 165.78 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said right-of-way and over and across said Lot 12 the following bearings and distances:

S 14°59'26" W, passing into the Convention Center building a distance of 92.75 feet to a point;

S 33°54'50" E, a distance of 94.71 feet to a point;

S 75°00'34" E, a distance of 297.97 feet to a point;

N 15°01'04" E, a distance of 69.00 feet to a point;

THENCE: S 75°00'34" E, passing out of said building, over and across said waterway a distance of 111.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 15°01'04" E, a distance of 86.00 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the aforementioned south right-of-way line of Market Street;

THENCE: S 75°00'34" E, with the south line of Market Street a distance of 78.51 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the west line of Lot 13, Block 3 of the San Antonio Convention Center Hotel recorded in Volume 9569, Page 36 of the Deed and Plat Records of Bexar County, Texas;

THENCE: S 14°55'18" W, with the west line of said Lot 13 a distance of 71.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 75°03'30" E, with a south line of said Lot 13 a distance of 25.12 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 14°59'26" W, over and across said waterway a distance of 353.96 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of said waterway;

THENCE: N 75°00'34" W, with the line of said waterway a distance of 3.50 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 14°59'26" W, continuing with the line of said waterway, at 80.86 feet passing the southeast corner of said waterway and continuing over and across said Lot 12 for a total distance of 363.34 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the south face of said building;

THENCE: Continuing over and across said Lot 12 the following bearings and distances:

S 14°59'26" W, a distance of 79.49 feet to a face of building and continuing through said building a distance of 65.90 feet for a total distance of 145.38 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 75°30'49" W, a distance of 38.49 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 65.00 feet, a central angle of 60°05'24", a chord bearing and distance of S 74°26'29" W, 65.09 feet, for an arc length of 68.17 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 44°23'47" W, a distance of 67.85 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 43°44'03" W, a distance of 398.07 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 525.00 feet, a central angle of 07°29'04", a chord bearing and distance of N 47°28'35" W, 68.53 feet, for an arc length of 68.58 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

N 21°03'20" E, a distance of 62.30 feet to a building corner;

THENCE: N 47°30'40" E, with the southeast face of building a distance of 28.40 feet to a building corner;

THENCE: S 79°49'28" E, departing said building a distance of 31.77 feet to a building corner;

THENCE: With the west, south and east face of said building the following bearings and distances:

S 19°51'18" W, a distance of 40.88 feet to a building corner;

S 68°12'56" E, a distance of 2.46 feet to a building corner;

S 19°51'18" W, a distance of 7.94 feet to a building corner;

N 70°08'42" W, a distance of 1.90 feet to a building corner;

S 18°01'55" W, a distance of 2.03 feet to a building corner;

S 69°29'14" E, a distance of 1.85 feet to a building corner;

S 20°20'13" W, a distance of 5.36 feet to a building corner;

Along a non-tangent curve to the left, said curve having a radial bearing of S 65°54'31" E, a radius of 5.75 feet, a central angle of 94°27'13", a chord bearing and distance of S 23°08'08" E, 8.43 feet, for an arc length of 9.47 feet to a building corner;

S 20°39'08" W, a distance of 12.84 feet to a building corner;

S 69°02'26" E, a distance of 3.52 feet to a building corner;

N 20°35'43" E, a distance of 1.44 feet to a building corner;

S 70°09'12" E, a distance of 8.11 feet to a building corner;

S 20°35'43" W, a distance of 1.50 feet to a building corner;

S 69°24'17" E, a distance of 3.20 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 18°07'02" W, a distance of 1.53 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 24°26'39" E, a distance of 6.14 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 69°10'07" E, a distance of 7.54 feet to a building corner;

N 65°04'44" E, a distance of 6.15 feet to a building corner;

N 22°24'23" E, a distance of 1.32 feet to a building corner;

S 74°33'03" E, a distance of 1.71 feet to a building corner;
N 20°30'36" E, a distance of 34.36 feet to a building corner;
S 66°38'21" E, a distance of 0.70 feet to a building corner;
N 64°56'34" E, a distance of 6.42 feet to a building corner;
N 20°22'28" E, a distance of 1.86 feet to a building corner;
S 79°00'42" E, a distance of 0.51 feet to a building corner;
N 20°46'01" E, a distance of 5.08 feet to a building corner;
N 44°51'01" W, a distance of 0.40 feet to a building corner;
N 18°56'44" E, a distance of 1.90 feet to a building corner;
N 24°15'55" W, a distance of 5.73 feet to a building corner;
N 66°38'21" W, a distance of 1.24 feet to a building corner;
N 19°55'18" E, a distance of 6.01 feet to a building corner;
N 69°29'57" W, a distance of 17.23 feet to a building corner;
S 21°03'05" W, a distance of 6.00 feet to a building corner;
N 69°30'46" W, a distance of 8.49 feet to a building corner;
N 21°03'05" E, a distance of 23.00 feet to a building corner;

THENCE: Departing said building and continuing over and across said Lot 12 the following bearings and distances:

S 74°58'56" E, a distance of 68.46 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'04" E, a distance of 164.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 75°00'34" W, a distance of 173.93 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 14°59'26" E, a distance of 349.64 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 33°54'50" W, a distance of 94.26 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 75°00'34" W, a distance of 115.70 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

THENCE: Along a non-tangent curve to the left, said curve having a radial bearing of N 85°43'31" W, a radius of 113.50 feet, a central angle of 17°43'06", a chord bearing and distance of N 04°35'04" W, 34.96 feet, for an arc length of 35.10 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the west line of Lot 12 and the east right-of-way line of Alamo Street, a variable width right-of-way;

THENCE: Along the east right-of-way line of Alamo Street with a non-tangent curve to the left, said curve having a radial bearing of N 80°47'27" W, a radius of 863.00 feet, a central angle of 04°12'18", a chord bearing and distance of N 07°06'24" E, 63.32 feet, for an arc length of 63.34 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

THENCE: Along a reverse curve to the right, said curve having a radius of 25.00 feet, a central angle of 99°59'12", a chord bearing and distance of N 54°59'51" E, 38.30 feet, for an arc length of 43.63 feet to the POINT OF BEGINNING

SAVE AN EXCEPT

A 1.187 acre, or 51,725 square feet more or less, tract of land out of Lot 12 and that 1.674 acre Public Waterway, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and out of that tract described in deed to the City of San Antonio as a 15.813 acre tract recorded in Volume 5505, Pages 957-962, and a 1.674 acre tract recorded in Volume 7573, Pages 538-541 both of the Deed Records of Bexar County, Texas and being all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.187 acre tract being further described by metes and bounds with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD83(1996).

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 47°17'04" E, over and across said Lot 12 a distance of 847.75 feet to the POINT OF BEGINNING at North 13,700,689.75, East 2,132,075.09 of said coordinate system and on the internal northwest face of a wall of the Convention Center;

THENCE: N 15°01'04" E, with the face of said wall, a distance of 386.49 feet to a point;

THENCE: N 74°58'56" W, a distance of 9.59 feet to a point;

THENCE: N 15°01'04" E, a distance of 117.54 feet to a point;

THENCE: S 74°58'56" E, a distance of 72.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 15°01'04" W, a distance of 26.00 feet to an iron rod with cap marked "Pape-Dawson";

THENCE: S 74°58'56" E, a distance of 39.58 feet to an iron rod with cap marked "Pape-Dawson";

THENCE: S 15°01'04" W, a distance of 477.83 feet to a building corner;

THENCE: N 76°12'58" W, a distance of 21.86 feet to a building corner;
THENCE: S 15°01'04" W, a distance of 5.30 feet to an iron rod with cap marked "Pape-Dawson";
THENCE: N 74°37'10" W, a distance of 21.63 feet to a building corner;
THENCE: N 15°22'50" E, a distance of 5.88 feet to a building corner;
THENCE: N 75°25'25" W, a distance of 58.77 feet to the POINT OF BEGINNING, and containing a net 8.926 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 12, 2013.
JOB NO. 9390-13
DOC. ID. N:\Survey13\13-9300\9390-13\Word\Park - Tract 1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

TRACT 2

FIELD NOTES FOR PARKLAND – TRACT 2

A 4.081 acre, or 177,755 square feet more or less, tract of land out of that out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 4.081 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

BEGINNING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: With the east right-of-way line of said South Alamo Street, the west line of said Lot 12 and said 11.650 acre tract, the following bearings and distances;
N 01°30'25" E a distance of 147.52 feet to a set ½" iron rod with cap marked "Pape-Dawson"

N 01°20'54" E a distance of 266.01 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the northwest corner of the herein described tract;

THENCE: Departing the east right-of-way line of said South Alamo Street, the west line of said Lot 12 and said 11.650 acre tract, over and across said Lot 12 and said 11.650 acre tract, the following bearings and distances;

S 88°39'06" E a distance of 202.79 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 01°59'47" E a distance of 101.52 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of curvature;

Along a tangent curve to the right, said curve having a radius of 140.00 feet, a central angle of 34°25'39", a chord bearing and distance of N 19°12'37" E, 82.86 feet, for an arc length of 84.12 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of compound curvature;

Along a compound curve to the right, said curve having a radius of 25.00 feet, a central angle of 28°14'48", a chord bearing and distance of N 50°32'50" E, 12.20 feet, for an arc length of 12.32 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the north corner of the herein described tract;

Along a non-tangent curve to the left, said curve having a radial bearing of N 44°47'38" E, a radius of 175.00 feet, a central angle of 06°00'44", a chord bearing and distance of S 48°12'45" E, 18.36 feet, for an arc length of 18.36 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

Along a curve to the right, said curve having a radius of 475.00 feet, a central angle of 07°29'04", a chord bearing and distance of S 47°28'35" E, 62.00 feet, for an arc length of 62.05 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 43°44'03" E a distance of 239.06 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 47°22'16" W a distance of 63.34 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 64°00'16" W a distance of 54.87 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 49.50 feet, a central angle of 22°25'10", a chord bearing and distance of S 52°47'41" W, 19.25 feet, for an arc length of 19.37 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 41°35'06" W a distance of 173.84 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 48°17'42" E a distance of 171.73 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 44°23'47" W a distance of 138.26 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the south line of said Lot 12 and north right-of-way line of Cesar Chavez Boulevard, formerly Durango Boulevard, a variable width public right-of-way for the southeast corner of the herein described tract and a point on curve;

THENCE: With the north right-of-way line of said Cesar Chavez Boulevard, the south line of said Lot 12 and said 11.650 acre tract, the following bearings and distances;

Along a non-tangent curve to the left, said curve having a radial bearing of S 11°45'53" W, a radius of 1255.00 feet, a central angle of 10°23'11", a chord bearing and distance of N 83°25'42" W, 227.19 feet, for an arc length of 227.50 feet to a found iron rod with cap marked "Northstar";

N 88°37'17" W a distance of 32.52 feet to a found ½" iron rod;

THENCE: Along a tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°07'43", a chord bearing and distance of N 43°33'26" W, 35.39 feet, for an arc length of 39.33 feet to the POINT OF BEGINNING, and containing 4.081 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 3

FIELD NOTES

FOR

PARK TRACT 3

A 1.662 acre, or 72,379 square feet, tract of land, being comprised of a 2.083 acre, or 90,740 square feet more or less, tract SAVE AND EXCEPT a 0.421 acre, or 18360 square feet, tract out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.662 acre tract being 2.083 acres, or 90,740 square feet more or less, SAVE AND EXCEPT a 0.421 acre, or 18,360 square feet more or less, tract and more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 67°28'59" E, over and across said Lot 12, a distance of 697.75 feet to a set ½" iron rod with cap marked "Pape-Dawson" THE POINT OF BEGINNING at North 13,700,381.93, East 2,132,096.77 of said coordinate system, and from which a found iron rod with cap marked "RODS" at the north corner of that 4.595 acre tract conveyed to the United States of America (the Federal Courthouse) bears S 17°46'21", a distance of 5.65 feet;

THENCE: Over and across said lot 12 the following bearings and distances:

N 44°23'47" E, a distance of 68.83 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 35.00 feet, a central angle of 60°05'24", a chord bearing and distance of N 74°26'29" E, 35.05 feet, for an arc length of 36.71 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 75°30'49" E, a distance of 346.64 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 135.00 feet, a central angle of 29°54'30", a chord bearing and distance of S 60°33'34" E, 69.67 feet, for an arc length of 70.47 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 50°46'25" W, a distance of 12.16 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 140.00 feet, a central angle of 54°09'10", a chord bearing and distance of S 23°41'50" W, 127.45 feet, for an arc length of 132.32 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

Along a compound curve to the right, said curve having a radius of 110.00 feet, a central angle of 45°59'36", a chord bearing and distance of S 19°37'04" W, 85.95 feet, for an arc length of 88.30 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 42°36'52" W, a distance of 83.60 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 45°56'36" W, a distance of 17.62 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the northeast line of said 4.595 acre tract;

THENCE: N 45°33'20" W, with the northeast line of said 4.595 acre tract a distance of 367.15 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 43°44'03" W, a distance of 82.92 feet to the POINT OF BEGINNING, and containing 2.083 acres in the City of San Antonio, Bexar County, Texas;

SAVE AND EXCEPT

A 0.421 acre, or 18,360 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.42148 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996);

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 82°52'28" E, over and across said Lot 12, a distance of 847.48 to a corner of a concrete slab and THE POINT OF BEGINNING at North 13,700,219.88, East 2,132,293.12 of said coordinate system;

N 44°40'35" E, a distance of 63.59 feet to a building corner;

THENCE: With building face the following bearings and distances:

S 45°37'29" E, a distance of 7.95 feet to a building corner;

N 44°29'26" E, a distance of 14.61 feet to a building corner;
 N 45°40'46" W, a distance of 12.94 feet to a building corner;
 N 44°22'48" E, a distance of 14.99 feet to a building corner;
 S 45°52'30" E, a distance of 12.92 feet to a building corner;
 N 44°32'12" E, a distance of 27.65 feet to a building corner;
 S 45°25'01" E, a distance of 24.67 feet to a building corner;
 N 44°47'55" E, a distance of 8.01 feet to a building corner;
 S 45°29'41" E, a distance of 24.65 feet to a building corner;
 N 44°56'16" E, a distance of 7.97 feet to a building corner;
 S 45°26'46" E, a distance of 24.55 feet to a building corner;
 N 44°33'14" E, a distance of 8.00 feet to a building corner;
 : S 45°26'46" E, a distance of 23.70 feet to a building corner;
 N 44°33'14" E, a distance of 10.00 feet to a building corner;
 S 45°26'46" E, a distance of 16.00 feet to a building corner;
 S 44°33'14" W, a distance of 18.00 feet to a building corner;
 S 45°26'46" E, a distance of 38.70 feet to a building corner;
 S 44°33'14" W, a distance of 62.70 feet to a building corner;
 N 45°26'46" W, a distance of 38.70 feet to a building corner;
 S 44°33'14" W, a distance of 81.60 feet to a building corner;
 N 45°21'00" W, a distance of 16.00 feet to a building corner;
 N 44°47'33" E, a distance of 12.93 feet to a building corner;
 N 45°27'04" W, a distance of 58.89 feet to a building corner;
 S 44°56'32" W, a distance of 5.54 feet to a building corner;
 THENCE: N 45°27'01" W, a distance of 46.79 feet to the POINT OF BEGINNING,
 and containing a net 1.662 acres in the City of San Antonio, Bexar County,
 Texas. Said tract being described in accordance with a survey made on the
 ground and a survey description and map prepared under job number
 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a
 brass nail stamped "Pape-Dawson" may substitute on concrete and a
 magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.
 DATE: December 12, 2013
 JOB NO. 9390-13
 DOC. ID. N:\Survey13\13-9300\9390-13\Word\Parkland - Tract 3.docx
 TBPE Firm Registration #470
 TBPLS Firm Registration #100288-00

TRACT 4

**FIELD NOTES
FOR
PARK TRACT 4**

A 3.165 acre, or 137,858 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 and a 5.222 acre tract recorded in Volume 7101, Pages 565-569 of the Deed Records of Bexar County, Texas, and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 3.165 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: S 85°15'06" E, over and across said Lot 12, a distance of 1001.67 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract said point being N 42°36'52" E, a distance of 0.32 feet from the northeast line of that called 4.595 acre tract described in deed recorded in Volume 5701, Pages 384-386 of the Deed Records of Bexar County, Texas;

THENCE: Over and across said Lot 12 the following bearings and distances:

N 42°36'52" E, a distance of 84.36 feet to an iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 140.00 feet, a central angle of 45°59'36", a chord bearing and distance of N 19°37'04" E, 109.39 feet, for an arc length of 112.38 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

Along a curve to the right, said curve having a radius of 110.00 feet, a central angle of 54°09'10", a chord bearing and distance of N 23°41'50" E, 100.14 feet, for an arc length of 103.97 feet to a point;

N 50°46'25" E, a distance of 12.16 feet to a ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of S 57°09'11" W, a radius of 135.00 feet, a central angle of 15°59'29", a chord bearing and distance of S 24°51'04" E, 37.56 feet, for an arc length of 37.68

feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

THENCE: Along a curve to the left, said curve having a radius of 165.00 feet, a central angle of 57°27'54", a chord bearing and distance of S 45°35'16" E, 158.64 feet, for an arc length of 165.49 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 74°19'13" E, a distance of 265.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°40'47" W, a distance of 85.30 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 185.00 feet, a central angle of 29°02'53", a chord bearing and distance of S 30°12'13" W, 92.79 feet, for an arc length of 93.79 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 44°43'40" W, a distance of 236.44 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 45°56'36" W, at a distance of 313.28 feet passing a found ½" iron rod falling 0.95 feet left of line at the east corner of the aforementioned called 4.595 acre tract and continuing for a total 406.48 feet to the POINT OF BEGINNING and containing 3.165 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Parkland - Tract 4.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

TRACT 5

**FIELD NOTES
FOR PARK TRACT 5**

A 0.530 acre, or 23,103 square feet more or less tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.530 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996), and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 88°01'11" E, over and across said Lot 12, a distance of 1379.79 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract, said point of beginning being at North 13,700.162.45, East 2,132,831.06 of said coordinate system;

THENCE: N 15°40'47" E, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of N 45°40'47" E, a radius of 80.00 feet, a central angle of 300°00'00", a chord bearing and distance of S 74°19'13" E, 80.00 feet, for an arc length of 418.88 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 15°40'47" W, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 74°19'13" W, a distance of 80.00 feet to the POINT OF BEGINNING, and containing 0.530 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 12, 2013
JOB NO. 9390-13
DOC. ID. N:\Survey\13\13-9300\9390-13\Word\Parkland - Tract 5.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

TRACT 6

FIELD NOTES FOR PARK TRACT 6

A 0.104 acre, or 4,524 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.104 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: S 73°23'39" E, over and across said Lot 12, a distance of 1376.50 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the southwest corner of a 2.362 acre tract surveyed concurrently;

THENCE: N 44°43'40" E, a distance of 235.97 to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature and THE POINT OF BEGINNING of the herein described tract, said point of beginning being at North 13,699,889.07, East 2,132,937.23 of said coordinate system;

THENCE: Along a tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 29°02'53", a chord bearing and distance of N 30°12'13" E, 112.85 feet, for an arc length of 114.07 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 15°40'47" E, a distance of 65.30 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°19'13" E, a distance of 68.65 feet to an iron rod with cap marked "Pape-Dawson" at the northwest corner of said 2.362 acre tract;

THENCE: S 44°43'40" W, a distance of 199.67 feet to the POINT OF BEGINNING, and containing 0.10385 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the

ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

**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

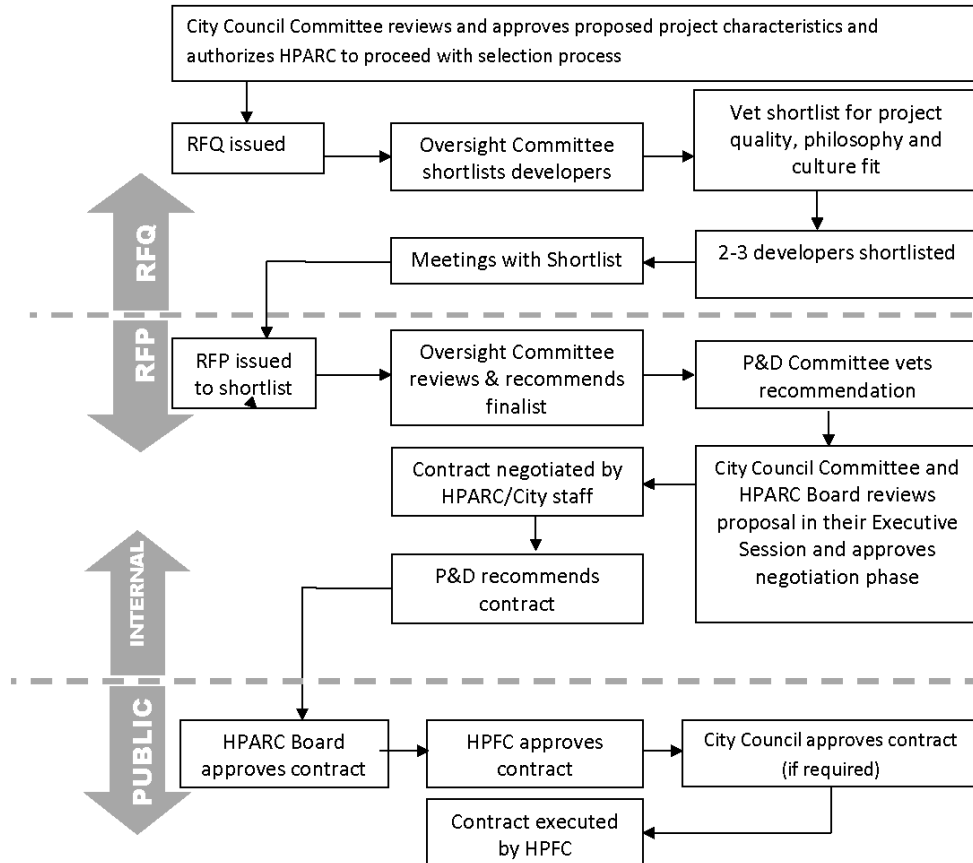
“Oversight Committee” means an HPARC designated committee consisting of qualified professionals of the City and HPARC in accordance with §2267.052(c)(2) of the Act., but not limited to representatives from the TCI Department (Licensed Architect or Professional Engineer), the City’s Executive Leadership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



**EXHIBIT “D”
TO
MASTER AGREEMENT**

EXISTING BUILDINGS ON LANDLORD PROPERTY

Schultze Store
Sweeney House
Gazebo
Schultze House
Mayer Half 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 Conservancy's Gift Acceptance Policy.

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 joining in the execution of the applicable Donor Recognition Agreement for the purposes of acknowledge 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: _____

CONSERVANCY:

HEMISFAIR CONSERVANCY

By: _____
Name: _____
Title: _____

Date: _____

CITY:

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

By: _____
Name: _____
Title: _____

Date: _____

**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 a 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.

