

ARTICLE I
ASSIGNMENT & ACCEPTANCE

- 1.1 Assignment & Acceptance. ASSIGNOR hereby assigns the Agreement, and ASSIGNEE hereby accepts the assignment of the Agreement as of the Effective Date. ASSIGNEE assumes and agrees to perform and be bound by all covenants, obligations, liabilities and agreements contained in the Agreement, which arise under the terms of the Agreement from and after the Effective Date, including receipt of City loan reimbursement grants, and potential forgiveness of those grants. As of the Effective Date,
- 1.2 Release.
- (a) City releases and forever discharges ASSIGNOR from all further obligations arising under the Agreement on or after the Effective Date (as that is defined below).
 - (b) ASSIGNOR releases and forever discharges City from all further obligations arising under the Agreement on or after the Effective Date.
- 1.3 Substitution. The parties intend that this Agreement is a novation and that the ASSIGNEE be substituted for the ASSIGNOR. The City recognizes that ASSIGNEE is the ASSIGNOR's successor-in-interest in and to the assigned Agreement. ASSIGNEE by this Assignment becomes entitled to all right, title and interest of ASSIGNOR in and to the assigned Agreement in as much as ASSIGNEE is the substituted party to the assigned Agreement as of and after the Effective Date. City and ASSIGNEE shall be bound by the terms of the assigned Agreement in every way as if ASSIGNEE is named in the novated assigned Agreement in place of ASSIGNOR as a party thereto.

ARTICLE II
EFFECTIVE DATE

- 2.1 Effective Date. This Assignment is effective on the date (the "Effective Date") in which all of the following events have occurred:
- (a) Execution of this Assignment by ASSIGNOR and ASSIGNEE; and
 - (b) The City Council has passed a City Ordinance approving this Assignment and issued written consent stating the same.

ARTICLE III
OTHER TERMS AND CONDITIONS

- 3.1 Representations and Warranties.
ASSIGNOR and ASSIGNEE each represents and warrants as follows:
- (a) It is duly organized, validly existing, and in good standing under the laws of Texas.
 - (b) It has the full right, [corporate] power and authority to enter into this Assignment and to

perform its obligations hereunder.

(c) It has taken all necessary corporate action to authorize the execution of this Assignment by its representative whose signature is set out at the end hereof.


3.2 Other Terms. The “Witnesseth” section beginning on the first page of this Assignment is hereby incorporated by reference as if fully set forth herein.

3.3 GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

IN WITNESS WHEREOF, this Assignment is executed in duplicate originals this _____ day of May, 2020.

ASSIGNOR:

GRAYSTREET TRAVIS OFFICE, LLC,
a Delaware limited liability company

By: 
Name: Kevin P. Covey
Title: MANAGER

CITY:

CITY OF SAN ANTONIO,
a municipal corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

TPP EPA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

IN WITNESS WHEREOF, this Assignment is executed in duplicate originals this ____ day of May, 2020.

ASSIGNOR:

GRAYSTREET TRAVIS OFFICE, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

CITY:

CITY OF SAN ANTONIO,
a municipal corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

TPP EPA, LLC,
a Delaware limited liability company

By: _____

Name: Robert Alan Benyamin

Title: V.P.

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"
ECONOMIC DEVELOPMENT LOAN AGREEMENT
OF THE CITY OF SAN ANTONIO