

ASSIGNMENT OF RIGHTS OF THE DEVELOPMENT AGREEMENT FOR HEATHERS COVE BETWEEN THE CITY OF SAN ANTONIO, TEXAS, BEXAR COUNTY, TEXAS, HLH DEVELOPMENTS, L.P. AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF SAN ANTONIO, TEXAS FROM HLH DEVELOPMENTS, L.P. TO HAUSMAN HOLDINGS, LTD.

THIS Assignment of Rights ("Assignment") is effective as of _____, 2014, by and between HLH DEVELOPMENTS, L.P., a Texas Limited Partnership, and HAUSMAN HOLDINGS, LTD., a Texas Limited Partnerships.

WHEREAS, the Heathers Cove Tax Increment Reinvestment Zone # 21 ("TIRZ") was designated by the City on December 16, 2004, pursuant to Ordinance 100187; and

WHEREAS, the City of San Antonio ("City"), Texas, pursuant to Ordinance Number 2007-08-09-0860, dated August 9, 2007, Bexar County ("County"), pursuant to authority granted by Bexar County Commissioners Court on April 21, 2009, HLH Developments, L.P., and the Board Of Directors For Tax Increment Reinvestment Zone #21, City of San Antonio, Texas ("Board"), entered into a Development Agreement with an Effective Date of September 11, 2007 ("Development Agreement"); and

WHEREAS, the Board and City approved the Final Project and Finance Plans for the TIRZ as well as authorization to execute this Development Agreement and an Interlocal Agreement with Bexar County through City Ordinance Number 100187 and approval from the County Commissioners Court on April 21, 2009; and

WHEREAS, HLH Developments, L.P. wishes to assign all of its benefits, rights and obligations arising from the Development Agreement to Hausman Holdings, LTD.; and

WHEREAS, Hausman Holdings, Ltd., agrees to be **bound by all terms, provisions and representations of the Development Agreement as a condition of assignment and agrees to assume all obligations and liabilities of HLH Developments, L.P. under the Development Agreement and all TIRZ Documents as defined below; and**

WHEREAS, this assignment is governed by Section 16.3 of the Development Agreement which requires approval from the Board, and consent of the City Council and the Commissioners Court before becoming effective; and

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits herein, HLH Developments, L.P. and Hausman Holdings, Ltd. agree as follows:

1. HLH Developments, L.P. hereby assigns all duties, obligations, liabilities, payments and benefits under or resulting from the Development Agreement, the Project Plan, the Finance Plan, the applicable Interlocal Agreements by and between the City, the County, San Antonio River Authority and the Alamo Community College District, etc. (collectively, the "TIRZ Documents") to Hausman Holdings, Ltd.

2. Hausman Holdings, Ltd. hereby specifically agrees to assume all duties, obligations and liabilities and agrees to be bound by and to perform all of the obligations, duties, covenants, and conditions of HLH Developments, L.P. under the TIRZ Documents, including the obligation to complete the Project in accordance with the TIRZ Documents.

3. Notice to the Developer shall be to Hausman Holdings, Ltd. as follows:

Hausman Holdings, Ltd.
15720 Bandera Road, # 103
Helotes, Texas 78023

4. Each person executing this Agreement represents, warrants, assures and guarantees that he or she has full legal authority to: (i) execute this Agreement on behalf of their respective Party; and (ii) to bind each Party to all terms, conditions, provisions and obligations herein. Additionally each Party represents and warrants the following:

A. Hausman Holdings, Ltd. represents and warrants that it is a Texas limited partnership duly organized and existing in good standing under the laws of the state of Texas and that it has the power and requisite authority, and has taken all action necessary to execute, deliver, and perform its obligations under this Assignment; and

B. HLH Developments, L.P. represents and warrants that it is a Texas limited partnership duly organized and existing in good standing under the laws of the state of Texas has good title to the rights assigned by HLH Developments, L.P. pursuant to this Assignment, and except as expressly set forth in the TIRZ Documents, there has been no assignment, transfer, pledge, hypothecation or grant of a lien on or security interest in any rights of HLH Developments, L.P. with respect to the TIRZ or any of the TIRZ Documents, either voluntarily, involuntarily, by operation of law or otherwise; HLH Developments, L.P. has the power and requisite authority, and has taken all action necessary, to execute, deliver and perform its obligations under this Assignment.

5. THIS ASSIGNMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Assignment shall be heard and determined in Bexar County, Texas.

6. All of the terms and conditions of the Development Agreement shall remain the same and are reconfirmed. The Development Agreement, attached and incorporated herein as Attachment C, shall continue in full force and effect, and with this Assignment, shall be read and construed as one instrument.

7. This written Assignment, including Attachment A, embodies the final and entire agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

8. Approval and Consent of City, County, and Board. The assignment by HLH Developments, L.P. in Section 1 above and the assumption and agreement by Hausman Holdings, Ltd. in Section 2 above will not become effective until such time as the City, the County, and the Board have approved of, consented to and executed this Assignment.

9. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

10. The Parties acknowledge that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this Agreement waives an otherwise applicable exception to disclosure.

11. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns 10% or more of the voting stock or shares of the business entity, or 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a subcontractor, a partner, or a parent or subsidiary business entity on a City contract.

12. Each of the Attachments listed below is hereby incorporated by reference within this Agreement for all purposes:

Attachment A – Consent of City of San Antonio, TIRZ Board and Bexar County

Attachment B – Release and Indemnity Agreement

Attachment C – Development Agreement

Signatures on the next page

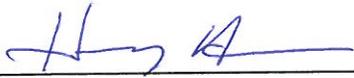
IN WITNESS THEREOF, the Parties have caused this instrument to be executed as of the date of each signature below. This Assignment will become effective on the date of the last signature:

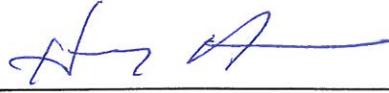
ASSIGNOR: HLH Developments, L.P., a Texas limited partnership

ASSIGNEE: Hausman Holding, Ltd., a Texas limited partnership

By: _____

By: _____





Harry Hausman
Managing Partner

Harry Hausman
Managing Partner

Date: 2/18/2014

Date: 3/10/2014

ATTACHMENT A
APPROVAL AND CONSENT OF THE CITY OF SAN ANTONIO,
THE HEATHERS COVE TIRZ BOARD, AND BEXAR COUNTY, TEXAS

The City, by Ordinance 2014-____-____-____, approved _____, 2014, the Board, and Bexar County by order approved June 3, 2014 hereby approve and consent to the assignment to Hausman Holdings, Ltd. of HLH Developments, L.P.'s rights under the Development Agreement and the other TIRZ Documents as set forth in the Assignment

CITY OF SAN ANTONIO, a Texas Municipal Corporation

BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF SAN ANTONIO, TEXAS

Sheryl M. Sculley
City Manager



Name:
Title: Presiding Officer, Board of Directors

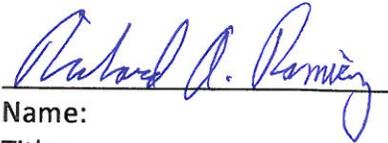
Date: _____

Date: 3.19.14

ATTEST:

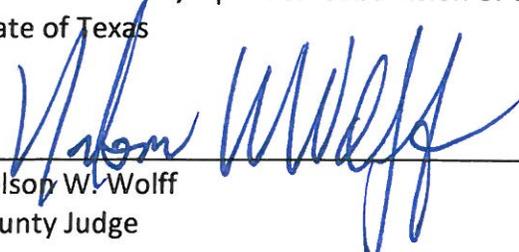
ATTEST:

Leticia M. Vacek
City Clerk



Name:
Title:

BEXAR COUNTY, a political subdivision of the State of Texas



Nelson W. Wolff
County Judge

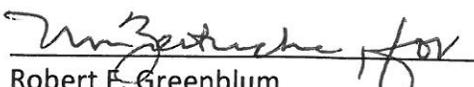
Date: 6/03/2014

ATTEST:

APPROVED AS TO FORM:



Gerard C. Rickhoff
County Clerk



Robert F. Greenblum
City Attorney

ATTACHMENT B
FULL AND FINAL RELEASE AND INDEMNIFICATION AGREEMENT

This Full And Final Release and Indemnification Agreement (hereinafter referred to as "Agreement") is made by and between, HAUSMAN HOLDINGS, LTD., a Texas limited partnership, and HLH DEVELOPMENTS, L.P., a Texas limited partnership, (collectively, the "Hausman Parties"), and CITY OF SAN ANTONIO, BEXAR COUNTY, the ALAMO COMMUNITY COLLEGE DISTRICT, and the SAN ANTONIO RIVER AUTHORITY (collectively, the "Consenting Parties"), effective as of _____, 2014 ("Effective Date"), which agreement is set forth as follows:

WHEREAS, the Hausman Parties have requested that the Consenting Parties consent to that certain Assignment of Rights, by which HLH Developments, L.P. is assigning to Hausman Holdings, Ltd. its rights and obligations under the following Tax Increment Reinvestment Zones: # 12 Plaza Fortuna, #17 Mission Creek, #19 Hallie Heights, and #21 Heathers Cove Agreements and all TIRZ Documents set forth in the Assignment of Rights for each named TIRZ, and

WHEREAS, Hausman Holdings, Ltd. is agreeing to assume such rights and obligations from HLH Development L.P.; and

WHEREAS, the City Council of the City of San Antonio has consented to the Assignment of Rights subject to the Parties entering into this Agreement, pursuant to Ordinance _____, approved _____, 2014;

WHEREAS, the County Commissioners Court of Bexar County has consented to the Assignment of Rights subject to the Parties entering into this Agreement pursuant to Resolution _____ passed on June 3, 2014; and

WHEREAS, the Parties to this Agreement wish to finalize the Assignment of Rights and Consent thereto in order to proceed with the Development Agreement and related TIRZ Documents;

NOW THEREFORE, in consideration of the above and forgoing recitals and the Consenting Parties' Consent to the Assignment of Rights, the Hausman Parties agree as follows:

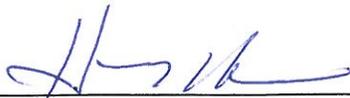
1. The Hausman Parties and their administrators, agents, assigns, attorneys, executors, heirs, insurers and representatives, **FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE** the Consenting Parties and their administrators, agents, assigns, employees, executors, heirs, insurers and representatives, **FROM ALL CLAIMS AND/OR ALLEGATIONS RELATING TO OR ARISING OUT OF THE Assignment of Rights and the Consenting Parties' Consent thereto, whether ACCRUED OR UNACCRUED, LIQUIDATED OR UNLIQUIDATED, KNOWN OR UNKNOWN, including but not limited to claims for attorney's fees and court costs.**
2. HLH Development L.P. and Hausman Holdings Ltd. further **AGREE TO INDEMNIFY AND HOLD FOREVER HARMLESS AND DEFEND** the CITY OF SAN ANTONIO, BEXAR COUNTY, THE SAN ANTONIO RIVER AUTHORITY and THE ALAMO COMMUNITY COLLEGE DISTRICT **FROM ANY CLAIMS OR LAWSUITS OF ANY KIND BY ANY INDIVIDUAL OR ENTITY, AT LAW OR IN EQUITY, REGARDING OR ARISING out of the Assignment and the Consenting Parties' Consent to the Assignment of Rights.**

ASSIGNOR: HLH Developments, L.P., a Texas limited partnership

ASSIGNEE: Hausman Holding, Ltd., a Texas limited partnership

By: _____

By: _____



Harry Hausman
Managing Partner

Harry Hausman
Managing Partner

Date: 3/18/2014

Date: 3/18/2014

Exhibit "A" Continued from Page 5

APPROVED AS TO LEGAL FORM:

SUSAN D. REED
Criminal District Attorney
County of Bexar, Texas

By: _____

GERARD A. CALDERON
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:



SUSAN YEATTS
County Auditor



DAVID SMITH
County Manager