

**ASSIGNMENT OF RIGHTS OF THE DEVELOPMENT AGREEMENT FOR PLAZA FORTUNA  
BETWEEN THE CITY OF SAN ANTONIO, TEXAS, HLH DEVELOPMENTS, L.P. AND THE BOARD OF  
DIRECTORS OF REINVESTMENT ZONE NUMBER TWELVE, 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 Partnership.

**WHEREAS**, the Plaza Fortuna Tax Increment Reinvestment Zone # 12 ("TIRZ") was designated by the City on December 13, 2001, pursuant to Ordinance 95054; and

**WHEREAS**, the City of San Antonio ("City"), Texas, pursuant to Ordinance Number 101345, dated September 1, 2005, HLH Developments, L.P., and the Board Of Directors For Tax Increment Reinvestment Zone #12, City of San Antonio, Texas ("Board"), entered into a Development Agreement with an Effective Date of September 15, 2005 ("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 through City Ordinance Number 101345; 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 15.3 of the Development Agreement which requires approval from the Board and consent of the City Council 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 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 Board and City 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 and TIRZ Boards

Attachment B – Release and Indemnity Agreement

Attachment C – Development Agreement

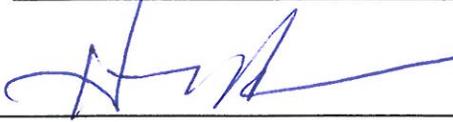
*Signatures on the next page*

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: \_\_\_\_\_



Harry Hausman  
Managing Partner

Date: 3/18/2011

By: \_\_\_\_\_



Harry Hausman  
Managing Partner

Date: 3/18/2011

**ATTACHMENT A**  
**APPROVAL AND CONSENT OF THE CITY OF SAN ANTONIO**  
**AND THE PLAZA FORTUNA TIRZ BOARD**

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 TWELVE, CITY OF SAN ANTONIO, TEXAS**

\_\_\_\_\_  
Sheryl M. Sculley  
City Manager

John Danner  
\_\_\_\_\_  
Name:

Title: Presiding Officer, Board of Directors

Date: \_\_\_\_\_

Date: 3.19.14

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Leticia M. Vacek  
City Clerk

Richard D. Ramirez  
\_\_\_\_\_  
Name:

Title:

**BEXAR COUNTY**, a political subdivision of the State of Texas

Nelson W. Wolff  
\_\_\_\_\_  
Nelson W. Wolff  
County Judge

Date: 6/03/2014

**ATTEST:**

**APPROVED AS TO FORM:**

Gerard C. Rickhoff  
\_\_\_\_\_  
Gerard C. Rickhoff  
County Clerk

Robert F. Greenblum  
\_\_\_\_\_  
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; 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, 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

Date: 3/18/2014



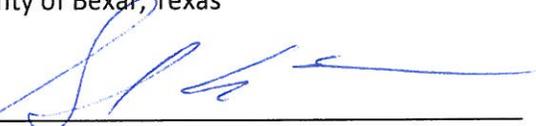
Harry Hausman  
Managing Partner

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

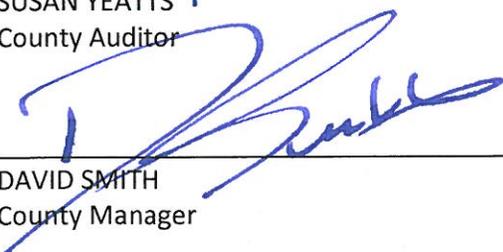
By: 

GERARD A. CALDERON  
Assistant Criminal District Attorney  
Civil Section

APPROVED AS TO FINANCIAL CONTENT:



SUSAN YEATTS  
County Auditor



DAVID SMITH  
County Manager