

ASSIGNMENT OF RIGHTS AND OBLIGATIONS OF THE TRAVIS GARAGE REHABILITATION PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, TEXAS, GRAYSTREET TRAVIS GARAGE, LLC, GRAYSTREET TRAVIS OFFICE, LLC AND THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER NINE, CITY OF SAN ANTONIO, TEXAS

This Assignment of Rights (“Assignment”) is effective as of _____ by and between Graystreet Travis Garage, LLC, GrayStreet Travis Office, LLC (together the “Assignors”) and TPP EPA, LLC (“Assignee.”)

WITNESSETH:

WHEREAS, Assignors entered into that certain Travis Garage Rehabilitation Project Development Agreement (“Development Agreement”) dated July 8, 2019 by and between the City of San Antonio (“City”), a Texas Municipal Corporation in Bexar County, Texas, the Board of Directors (“Board”) for Tax Increment Reinvestment Zone Number Nine, City of San Antonio, Texas, and Assignors;

WHEREAS, Assignors wishes to assign all of their benefits, right and obligations arising from Development Agreement to Assignee; and

WHEREAS, Assignee 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 Assignors under the Development Agreement; and

WHEREAS, this assignment is governed by Section 16.2 of the Development Agreement, and conditioned on written consent from the Board and the City Council, as further shown in Attachment A, before becoming effective; and

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits herein contained, and for good and valuable consideration, the parties intending to be legally bound, do hereby agree as follows:

1. Assignors hereby assign all duties, obligations, liabilities, payments and benefits under or resulting from the Development Agreement to Assignee.
2. Assignee 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 Assignors under Assignors under the Development Agreement, including the obligation to complete the Project in accordance with the Agreement.
3. Notice to the Developer shall be to Assignee as follows:

TPP EPA, LLC
Attn.: Joshua Bar-Yadin
12001 Network Blvd., Suite 300
San Antonio, TX 78249

4. Each person executing this Assignment represents, warrants, assures and guarantees that he or she has full legal authority to: (i) execute this Assignment on behalf of their respective Party; and (ii) to bind each Party to all to all terms, conditions, provisions and obligations herein. Additionally, each Party represents and warrants the following:
 - A. Assignee represents and warrants that it is a Delaware limited liability corporation 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. Assignors represent and warrant that they are, respectively, Texas limited liability corporations duly organized and existing in good standing under the laws of the state of Texas; has good title to the rights assigned by Assignors pursuant to this Assignment, and there has been no assignment, transfer, pledge, hypothecation or grant of a lien on or security interest in any rights assignors with respect to the Development Agreement, either voluntarily, involuntarily, by operation of law or otherwise; Assignors have the power and requisite authority, and have taken all action necessary, to execute, deliver and perform their obligations under this Assignment.
5. Assignee hereby agrees to indemnify, defend and hold harmless Assignors from and against any and all obligations, claims, liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, court costs through all appeals and reasonable attorneys' fees and disbursements) incurred in connection with claims arising from a default occurring on or after the date hereof with respect to the obligations of Assignors under the Development Agreement.
6. Assignors hereby agree to indemnify, defend and hold harmless Assignee from and against any and all obligations, claims, liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, court costs through all appeals and reasonable attorneys' fees and disbursements) incurred in connection with claims arising from a default occurring prior to the date hereof with respect to the obligations of Assignors under the Development Agreement.
7. 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.
8. 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 B, shall continue in full force and effect, and with this Assignment, shall be read and construed as one instrument.
9. 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.
10. Approval and Consent of City, County, and Board. The assignment by Assignors in Section 1 above and the assumption and agreement by Assignee in Section 2 above will not become effective until

such time as the City and the Board have approved of, consented to and executed this Assignment. The "Effective Date" of this Assignment shall be the date in which both the City and Board have consented in writing to the assignment provided for herein.

11. 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.
12. 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.
13. 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) the City officer or employee's parent, child or spouse;
 - (iii) a business entity in which the City officer or employee, or his/her 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; or
 - (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 Board
Attachment B - Development Agreement

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:

Signatures on following page

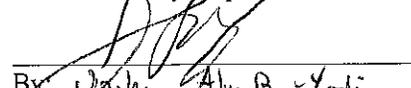
ASSIGNOR: Graystreet Travis Garage, LLC,
a Texas limited liability corporation



By: Kevin Covey

Date: _____

ASSIGNEE: TPP EPA, LLC a Delaware
limited liability corporation



By: Joshua Alan Ben-Yodan

Date: 10/30/2020

ASSIGNOR: GrayStreet Travis Office, LLC, a Texas
limited partnership



By: Kevin Covey

Date: _____

ATTACHMENT A

APPROVAL AND CONSENT OF THE CITY OF SAN ANTONIO AND THE HOUSTON STREET TIRZ BOARD

The City, by Ordinance 2020-_____ approved _____, and the Board of Directors of Tax Increment Reinvestment #9 by resolution _____ approved _____ hereby approve and consent to the assignment to TPP EPA, LLC of Graystreet Travis Garage, LLC's and GrayStreet Travis Office, LLC 's rights under the Development Agreement as set forth in the Assignment.

CITY OF SAN ANTONIO, a Texas Municipal Corporation

BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER NINE, CITY OF SAN ANTONIO, TEXAS

Erik Walsh
City Manager



Roberto Trevino, Board Chair

Date: _____

Date: 11-2-20

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney