RR
06/04/15
Item No. 4D

AN ORDINANCE 2015-06-04-0474

DECLARING AS SURPLUS CITY-OWNED PROPERTIES LOCATED AT 114 W. COMMERCE ("MUNICIPAL PLAZA"); 319 W. TRAVIS ("SAN FERNANDO GYM"); AND 403 N. FLORES ("SURFACE LOT"); AUTHORIZING THE SALE OF SUCH PROPERTIES TO WESTON URBAN LLC FOR THE FOLLOWING AMOUNTS: $5,020,000.00 FOR MUNICIPAL PLAZA; $950,000.00 FOR THE SAN FERNANDO GYM; AND $392,432.00 FOR 403 N. FLORES.

* * * * *

WHEREAS, in accordance with Chapter 2267 of the Texas Government Code and the City's adopted Public-Private Partnership Guidelines (the "City's P3 Guidelines"), the City, Weston Urban LLC and Frost Bank have entered into a Comprehensive Development Agreement (the "CDA") for: (i) the conveyance of the existing Frost Bank Tower, located at 100 W. Houston St., to the City; (ii) the construction of a class A office tower by Weston Urban on property owned by Frost located at the corner of Flores and Houston Street to be leased by Frost as its corporate headquarters; and (iii) the conveyance by the City of real property owned by the City and located at 114 W. Commerce St., 319 W. Travis and 403 N. Flores St. to Weston Urban for residential redevelopment (the "*Project*"); and

WHEREAS, the City and Weston Urban have agreed upon the terms and conditions of the sale of 114 W. Commerce St., 319 W. Travis and 401 N. Flores St. as reflected in **Exhibits "A", "B" and "C"** (the "City Real Estate Purchase Agreements"), attached hereto; and

WHEREAS, the City's Planning Commission has considered the declaration of surplus of the City-owned properties; **NOW, THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. City owned real properties located at and described as 114 W. Commerce St. (NCB 123 BLK LOT E 119.34 & W 84.58 OF TR-1); 319 W. Travis, also known as 300 N. Santa Rosa (NCB 14485 BLK LOT 3); and 401 N. Flores Street (NCB 132 BLK LOT S IRR 103.86 FT OF 35 & 36 & S IRR 28.42 FT OF 37), are declared surplus to the City's needs.

SECTION 2. The properties described above have been appraised and are authorized to be conveyed to Weston Urban LLC pursuant to the terms of City Real Estate Purchase Agreements and for their respective fair market values as described below:

(a) 114 W. Commerce St. - $5,020,000.00;

(b) 319 W. Travis (also known as 300 N. Santa Rosa) – $950,000.00; and

(c) 403 N. Flores - $392,432.00.

The disposition of these surplus properties shall be coordinated through the City's Finance Department to assure removal of these assets from the City's financial records and to record the proper accounting transactions.

SECTION 3. The City Manager or her designee is authorized to execute the City Real Estate Purchase Agreements and to take all actions necessary or convenient to effectuate the transactions described

therein, including agreeing to non-material changes of terms, and executing and delivering all ancillary instruments and agreements conducive to effectuating the transactions described in this Ordinance.

SECTION 4. The City Manager, in concurrence with the Chief Financial Officer and City Attorney, shall have the authority to finalize any and all outstanding terms of the City Real Estate Purchase Agreements, to include all ancillary agreements, documents and exhibits, provided that such terms are in accordance with this Ordinance.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon its passage by eight (8) votes or after the 10th day of its passage by less than eight (8) affirmative votes.

PASSED AND APPROVED this 4th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**4D (in consent vote: 4A, 4B, 4C, 4D, 4E, 4F)**
Date:	06/04/2015
Time:	09:39:49 AM
Vote Type:	Motion to Approve
Description:	An Ordinance declaring as surplus properties owned by the City of San Antonio located at 114 W. Commerce ("Municipal Plaza); 319 W. Travis ("San Fernando Gym"), and 403 N. Flores (surface lot); and authorizing the sale of such properties to Weston Urban LLC in the following amounts: $5,020,000.00 for Municipal Plaza; $950,000.00 for the San Fernando Gym; and $392,432.00 for 403 N. Flores.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x			x	
Alan Warrick	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT A

REAL ESTATE CONTRACT OF SALE

THIS REAL ESTATE CONTRACT OF SALE ("***Contract***") is entered into by and between the City of San Antonio, a Texas home-rule municipality ("***Seller***"), and Weston Urban, LLC, a Texas limited liability company ("***Purchaser***"), pursuant to that certain Comprehensive Development Agreement by and among Seller, Purchaser and Frost Bank dated effective as of June 29, 2015 (the "***CDA***"); all terms not otherwise defined herein shall have the meaning ascribed to them in the CDA.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the promises, undertakings, and mutual covenants of the parties herein set forth, and subject to the terms and conditions hereof, Seller hereby agrees to sell and Purchaser hereby agrees to purchase and pay for all that certain property hereinafter described in accordance with the following terms and conditions:

1. Property. The property to be conveyed by Seller to Purchaser, at Closing, shall be comprised of the following:

That certain tract of land totaling approximately 0.421 acres known as the Municipal Plaza Building located in San Antonio, Bexar County, Texas (the "***Land***"), being more particularly depicted and described on **Exhibit "A"** attached hereto and made a part hereof, together with any and all improvements situated on the Land (the "***Improvements***"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "***Additional Interests***").

The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the "***Property***."

Seller and Purchaser acknowledge and agree that the portion of the Property that shall comprise the City Condo Unit (as depicted on the attached **Exhibit "B"**) shall be conveyed by Purchaser back to Seller at Closing immediately following the recordation of the Deposited Deed (as defined below) and the recordation of the Condominium Declaration attached to the CDA and incorporated herein by reference (the "***Condominium Declaration***") as such Condominium Declaration may be modified by agreement between the Seller and Purchaser to reflect changes in law and the needs and requirements of specific uses and plans for the Property, with the City Manager or his or her designee authorized to consent to such revisions so long as the permitted uses of the City Condo Unit are not materially changed.

2. Purchase Price.

(a) Purchase Price and City Condo Unit Credit. The purchase price ("***Purchase Price***") to be paid by Purchaser to Seller for the Property shall be Six Million Five Hundred Thousand and No/100 Dollars ($6,500,000.00), to be offset by the City Condo Unit Credit and as may be reduced pursuant to paragraphs 2(b), 2(c), and 13(b) below. The Purchase Price shall be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing. Notwithstanding any other provision contained herein, Seller and Purchaser acknowledge and agree that Purchaser shall receive a credit at the Closing in the amount of One Million Four Hundred Ninety-Two Thousand Six Hundred Fifty-Two and 80/100 Dollars ($1,492,652.80.00) as consideration for the conveyance of the City Condo Unit from Purchaser back to Seller (the "***City Condo Unit Credit***").

The City Condo Unit Credit shall be adjusted to account for the inclusion in the Common Elements of the Condominium the area on the first floor of the Municipal Plaza Building (the "***Building***") occupied by the elevators, the stairwell behind the elevator bank and the landing atop the stairwell as depicted on the attached **Exhibit "B"** as the "Common Elements Adjustment Area" to the extent and only to the extent such area is not already included in the square footage calculation for the Common Elements of the Condominium of the first floor of the Building (the "***Adjustment Area***"). No later than the Tower Completion Date, a qualified third party (reasonably agreed upon by between Seller and Purchaser) shall measure the Adjustment Area not already included in the square footage calculation for the Common Elements of the Condominium of the first floor of the Building (the "***Square Footage Adjustment***"), and the City Condo Unit Credit shall be reduced by a sum equal to [$49.75][NUMBER TO BE VERIFIED AND AGREED UPON BETWEEN PARTIES PRIOR TO EFFECTIVE DATE] multiplied by each square foot included in the Square Footage Adjustment.

The City Condo Unit Credit may also be modified if either party elects to remeasure the first floor of the Building and such measurement shows a difference of five (5%) more or less in the square footage of the City Condo Unit on the first floor of the Building or the condominium unit of the first floor of the Building being retained by Weston Urban. In such event, the City Condo Unit Credit shall be adjusted using the per square foot dollar amount allocated to such area in the appraisal utilized to establish the Purchase Price but adjusted on a pro rata basis to account for differences in the aggregate square footage of the first floor of the Building such that the total value allocated to the first floor of the Building will remain the same. In no event, however, may such a re-measurement cause the City Condo Unit Credit to vary by more than ten percent (10%) from the City Condo Unit Credit set forth above herein.

In addition, if Weston Urban and the City (with the City Manager or his or her designee authorized to act on behalf of the City) agree to modify the boundaries of the City Condo Unit and/or the common areas of the condominium located on the first floor of the Building, then the City Condo Unit Credit shall be adjusted in accordance with the per square foot dollar amount allocated to such adjusted area in the appraisal utilized to establish the Purchase Price.

(b) Purchase Price Reduction in Lieu of Fee Waivers. Reference is hereby made to that certain City Real Estate Economic Development Agreement by and between Seller and Purchaser and dated as of the Effective Date hereof (the "***Economic Development Agreement***") that provides for the waiver for Eligible Projects (as defined in the Economic Development Agreement) of certain fees and charges that are customarily levied by the Seller in connection with land development and construction, but makes the actual waiver of such fees and charges subject to future appropriation by the City Council (the "***Fee Waivers***"). If the aggregate value of the Fee Waivers appropriate prior to Closing, including Fee Waivers associated with other Eligible Properties (as defined in the Economic Development Agreement) total less than One Million Three Hundred Thirty-Eight Thousand One Hundred Three and No/100 Dollars ($1,338,103.00), then the Purchase Price hereunder shall be automatically reduced by the difference between (a) One Million Three Hundred Thirty-Eight Thousand One Hundred Three and No/100 Dollars ($1,338,103.00), and (b) the actual, aggregate value of the Fee Waivers.

(c) Purchase Price Reduction for New Material Defect. If Purchaser discovers a New Material Defect (as defined in paragraph 8(b) below) and Seller elects not to repair or cure such New Material Defect, then the Purchase Price hereunder shall be automatically reduced by the estimated cost of repairing or curing such New Material Defect.

3. Earnest Money; Independent Consideration; Deposited Deed.

(a) Earnest Money. Within two (2) business days following the Effective Date, Purchaser shall deposit with Chicago Title Company, 270 N. 1604 East, Suite 115, San Antonio, Texas 78232, Attn: Doug Becker; Telephone: 210-482-3564 (E-mail: doug.becker@ctt.com) ("***Title Company***") the sum of Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) as earnest money hereunder (the "***Earnest Money***").

(b) Deposit of Earnest Money. The Earnest Money shall be deposited by Title Company in an interest-bearing account, with the interest earned thereon to be credited to Purchaser and to constitute a part of the Earnest Money for purposes hereof. The entire Earnest Money shall be applied towards the Purchase Price at Closing, or shall be otherwise held and disbursed by the Title Company as provided herein and under that certain Deed Escrow Agreement attached to the CDA and incorporated herein by reference (the ***"Deed Escrow Agreement"***).

(c) Independent Consideration. As independent consideration for the rights granted to Purchaser hereunder, Purchaser has paid to Seller the sum of One Hundred and No/100 Dollars ($100.00), the receipt and sufficiency of which are hereby acknowledged. The independent consideration is non-refundable and shall not be applied against the Purchase Price.

(d) Deposited Deed. On the Effective Date, Seller has deposited with the Title Company a fully executed and recordable deed without warranty reflecting the conveyance of the Property from the Seller to the Purchaser in the form set forth on **Exhibit "C"** attached hereto (the "***Deposited Deed***") to secure Seller's obligations hereunder. The Title Company shall hold the Deposited Deed and the same shall be released and recorded by the Title Company as provided herein and under the Deed Escrow Agreement.

4. Prior Due Diligence.

(a) Title Commitment and Survey. Prior to the Effective Date hereof, Purchaser has obtained that certain title commitment issued on April 8, 2015 by Chicago Title Insurance Company (the "***Title Commitment***"), setting forth the status of title of the Property and showing all liens, claims, encumbrances, conditions, restrictions, easements, rights of way, encroachments and all other matters of record in Bexar County, Texas. Prior to the Effective Date hereof, Purchaser has also obtained a current survey of the Property certified to Seller, Purchaser and Title Company that substantially complies with the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey (the "***Survey***").

(b) Title Policy Exceptions. All matters shown under Schedule B of the Title Commitment (attached hereto as **Exhibit "D"**) and on the Survey shall be considered "***Title Policy Exceptions***" under this Contract. Notwithstanding the foregoing, under no circumstances shall Purchaser be required to object to any liens reflected in the Title Commitment or other matters shown on Schedule "C" thereto, all of which (except for the lien or liens for taxes not yet due and payable) shall be released or satisfied by Seller at its expense prior to Closing.

(c) Documents. Prior to the Effective Date hereof, Seller has delivered to Purchaser, or alternatively were made available to Purchaser, copies of all documents in Seller's possession pertaining to the development, ownership, or operation of the Property (collectively, the "***Documents***"), including but not limited to, any existing survey of the Property; soils reports; feasibility studies; environmental reports, studies, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; utility information pertaining to the Property; engineering studies. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS

CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO PURCHASER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, PURCHASER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, PURCHASER SHALL RELY ONLY ON PURCHASER'S OWN INSPECTION OF THE PROPERTY.

5. Inspections. Prior to the Effective Date hereof, Purchaser has had an opportunity to inspect the condition of the Property and to perform such other investigations as Purchaser may desire in its sole discretion. Until the Closing or earlier termination of this Contract, Purchaser and its duly authorized agents or representatives shall be entitled to enter upon the Property at all reasonable times during the term of the Contract in order to conduct engineering studies, environmental studies, soil tests, and any other inspections and/or tests that Purchaser may deem necessary or advisable. Purchaser shall indemnify, defend and hold Seller and its employees and agents harmless from and against any and all demands, claims losses, costs and/or expenses that may be incurred by Seller as a result of any such inspections and/or tests or Purchaser's presence on the Property, except for existing conditions on the Property not caused by Purchaser or by the gross negligence or willful misconduct of Seller, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser shall repair any damage to the Property caused by Purchaser, its agents or representatives. Purchaser must notify Seller twenty-four (24) hours in advance of Purchaser's plans to conduct tests and Seller has a right to be present during such tests. If the Property is altered because of Purchaser's inspections and Purchaser terminates this Contract, Purchaser must reasonably return the Property to substantially its pre-inspection condition. If Purchaser terminates this Contract (except due to a Seller default), then Purchaser shall deliver to Seller copies of all inspection reports obtained by Purchaser regarding the condition of the Property from third-party consultants or contractors excluding any confidential or proprietary information; provided, however, that Seller acknowledges and agrees that Purchaser makes (either now or when delivered) no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of such reports. Purchaser must abide by any other reasonable entry rules imposed by Seller so long as Purchaser is informed in writing of such reasonable entry rules.

Purchaser must deliver evidence to Seller that Purchaser, or third parties retained by Purchaser to inspect the Property, have insurance for its proposed inspection activities, in the following amounts and coverages:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Explosion, Collapse, Underground g. Environmental Impairment/ Impact – sufficiently broad to cover disposal	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

liability. h. Damage to property rented by you	$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

6. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to close the purchase of the Property under this Agreement shall be subject to and conditional upon the fulfillment of the conditions set forth below in this paragraph 6 and Seller shall be in default under this Contract if any of the following conditions are not satisfied on the Closing Date or any of such conditions are breached prior the Closing Date and Seller fails to cure such breach within thirty (30) days following the Seller receipt from Purchaser of written notice of such breach:

(a) No Further Encumbrance. From the date of execution of this Contract through the date of Closing, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Title Policy Exceptions) without promptly discharging the same prior to Closing.

(b) No Actions. On the date of Closing, there shall be no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller that affect the Property or which otherwise affect any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(c) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby has been duly authorized, and shall not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement, instrument, obligation or judgment, to which Seller is a party or by which the Property or any portion thereof is bound.

(d) Continued Maintenance. From the date of execution of this Contract through the date of Closing, Seller shall continue to maintain the Property in its present condition subject to ordinary wear and tear.

(e) Leases. From the date of execution of this Contract through the date of Closing, Seller will not enter into any lease of any portion of the Property that will affect the Property as of the Closing Date.

(f) No Agreements. From the date of execution of this Contract through the date of Closing, Seller will not enter into any oral or written agreements affecting the Property that will be binding on Purchaser or the Property after Closing.

(g) Compliance with Laws. From the date of execution of this Contract through the date of Closing, the Property shall comply with all applicable laws and ordinances, and the then present maintenance, operation and use of the Property shall not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property.

(h) Environmental. From the date of execution of this Contract through the date of Closing, there shall be no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "***Pollutants***") on or in the Property except in accordance with relevant law, and Seller shall comply with all applicable local, state or federal environmental laws and regulations with respect to the Property.

(i) Condemnation. From the date of execution of this Contract through the date of Closing, there shall be no pending or threatened condemnation or similar proceedings affecting the Property.

(j) Title Policy. Purchaser will be able to obtain an Owner's Policy of Title Insurance (the "***Title Policy***") issued by the Title Company, on the standard form in use in the State of Texas, insuring good and indefeasible fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Title Policy Exceptions, and the standard printed exceptions therein.

(k) Incentives. From the date of execution of this Contract through the date of Closing, the Economic Development Agreement shall remain in full force and effect.

7. **Disclaimer regarding Representations and Warranties of Seller. PURCHASER ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND PURCHASER AGREES THAT, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THE DEPOSITED DEED, NEITHER SELLER NOR ANY OF SELLER'S EMPLOYEES, OFFICERS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THIS AGREEMENT OR THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. PURCHASER SPECIFICALLY AGREES AND ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (a) OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, (b) REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, (c) REGARDING THE PAST OR PRESENT COMPLIANCE BY SELLER OF LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, PRESENCE OF ASBESTOS OR LEAD BASED PAINT AT THE PROPERTY, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS, OR (d) THE COMPLIANCE OF THE PROPERTY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 OR THE TEXAS ARCHITECTURAL BARRIERS ACT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON**

CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECT OR OTHER PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, FUNGI, MOLD OR MILDEW) WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE OF TEXAS OR ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS MATERIAL WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE PROPERTY AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS WHATSOEVER REGARDING THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE AND OF WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE OF SELLER.

8. Pre-Closing Due Diligence.

(a) New Title Matters. From time to time prior to Closing, Purchaser shall have the right to obtain an update of the Title Commitment and Survey to determine whether any additional title encumbrances or exceptions (other than the Title Policy Exceptions) affect the Property, or whether any existing Title Policy Exceptions have been amended, modified or terminated (such new matters or revisions to existing exceptions referred to herein as "***New Title Matters***"). If Purchaser identifies any such New Title Matters and objects to such matters, then Purchaser shall deliver written notice to Seller within ten (10) business days after the date Purchaser receives the updated Title Commitment and Survey (such notice referred to herein as a "***Title Objection***"). If Purchaser does not timely issue a Title Objection, such matter shall be considered a Title Policy Exception. Seller shall have no obligation to cure or remove a Title Objection but Seller may, at its option, agree to cure or remove any Title Objection by giving Purchaser written notice within ten (10) business days after receipt of written notice of the Title Objection (the "***Objection Response Period***"), and Seller shall be obligated to cure or remove prior to Closing any Title Objections that Seller so agrees to cure or remove. If Seller does not agree to cure or remove such Title Objection or fails to respond to Purchaser's Title Objection within the Objection Response Period, then Purchaser may elect, in its sole discretion, by written notice to Seller within forty-five (45) days after the expiration of the Objection Response Period (a "***Cure Efforts Notice***"), to take such actions as may be available to Purchaser to cure such New Title Matter, whereupon Purchaser and Seller shall use diligent and good faith efforts and shall cooperate with one another in an attempt to cure such New Title Matter for a period of at least ninety (90) days and the Closing Date shall be extended for up ninety (90) days as may be necessary to permit Purchaser to attempt to cure such New Title Matter.

With respect to any New Title Matter that remains uncured by either Seller or Purchaser prior to the Closing Date, Purchaser shall have, as its sole and exclusive remedy, the right to either (a) only in the event (i) the New Title Matter would materially and adversely affect the Purchaser's intended use of the Property and, as determined by Purchaser in its sole reasonable discretion, was not created by Seller, or (ii) if the New Title Matter was created by Seller, terminate this Contract by giving Seller written notice of termination prior to the Closing Date, in which case this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be

returned to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than any obligations that expressly survive the termination hereof, or (b) elect to allow such Title Objection to become a Title Policy Exception. If Purchaser elects to purchase the Property subject to the Title Objection as provided in clause (b) of the preceding sentence, the matter that is the subject of the Title Objection shall become a Title Policy Exception. Notwithstanding the foregoing, the failure of Purchaser to deliver written notice of the election described in this paragraph within three (3) business days prior to the Closing Date shall be deemed an election of option (b) in this paragraph.

(b) Property Condition. Purchaser and Seller hereby agree that the condition of certain elements of the Property as of the Effective Date is as set forth on the Property Condition Report attached hereto as **Exhibit "E"** (the "***Property Condition Report***"). From time to time prior to Closing, Purchaser shall have the right to inspect the Property in accordance with paragraph 5 above. If any such inspection shows a New Material Defect (as defined below), then Purchaser may object to such matter and Seller shall have the option of electing to either (i) remedy such condition prior to the Closing, or (ii) have the Purchase Price reduced pursuant to paragraph 2(c) above by an amount equal to the cost of remedying such New Material Defect. For purposes hereof, "***New Material Defect***" shall be defined as only either (i) the failure of some element of the Property expressly identified in the Property Condition Report to conform to the condition expressly described in the Property Condition Report (subject to ordinary wear and tear) and for which the cost to remedying such condition exceeds Fifty Thousand and No/100 Dollars ($50,000.00), or (ii) a condition that constitutes a Recognized Environmental Condition as defined in ASTM Standard E-1527-05 that is not identified in the Environmental Site Assessment prepared by ___ and dated as of _____, which has been delivered to the City prior to the Effective Date hereof. ***[RESERVED: Defining the process to determine whether the condition of an element is actually a New Material Defect in the event of a disagreement in that regard (i.e., the process for determining whether the condition of an element deteriorated beyond ordinary wear and tear)]***

(c) Permits. Purchaser's purchase of the Property is subject to Purchaser obtaining all permits and other approvals required for Purchaser's planned development of the Property for any use permitted within the "D" Zoning District as of the Effective Date (collectively, the "***Permits***"). If Purchaser determines prior to Closing, in Purchaser's reasonable and good faith discretion, that Purchaser will not be able to obtain the Permits, then Purchaser shall notify Seller in writing of such determination and (i) the Closing Date may be extended by up to ninety (90) days at the Seller's election and Purchaser and Seller shall use diligent and good faith efforts to confirm such Permits shall be available, or (ii) should Seller not make such an election, Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, and the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Notwithstanding the foregoing, should Seller elect to extend the Closing Date by up to ninety (90) days and Purchaser and Seller fail to obtain the Permits as set forth herein, Purchaser shall be entitled to terminate this Contract by written notice to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, and the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Seller shall join with Purchaser in executing any applications, plats, or related documents necessary to obtain the Permits.

9. Closing. The closing ("***Closing***") hereunder shall take place at the offices of the Title Company on a date ("***Closing Date***") agreed to by Purchaser and Seller which is on or before two hundred forty (240) days following the Tower Completion Date (as defined and as may be extended pursuant to the CDA), unless Purchaser terminates this Contract as set forth herein. If Purchaser and Seller fail to agree upon the Closing Date, then the Closing Date shall be on the two hundred fortieth (240th) day following the

Tower Completion Date, as the same may be extended; provided, however, that the Closing Date shall be extended to permit Seller and Purchaser to have the full time periods for addressing any New Title Matters and Title Objections thereto, as set forth in paragraph 8 above.

10. Seller's Obligations at Closing. At the Closing, Seller shall furnish or deliver to Purchaser, at Seller's sole cost and expense, the following:

(a) Deed. The Deed conveying to Purchaser good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Title Policy Exceptions.

(b) Bill of Sale. Execute and deliver to Purchaser a bill of sale in the form attached hereto as **Exhibit "F"**;

(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Affidavit as to Debts, Liens and Possession. An affidavit certifying that there are no debts or liens affecting the Property, nor any rights of parties or tenants on possession, in a form reasonably acceptable to the Title Company.

(e) Evidence of Authority. Such evidence or other documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(f) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

(g) Parking Lease. Seller's duly executed and acknowledged counterpart to that certain Parking Lease attached to the CDA.

(h) Tunnel License Agreement. Seller's duly executed and acknowledged counterpart to that certain Tunnel License Agreement attached to the CDA.

11. Purchaser's Obligations at Closing. At the Closing, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

(a) Purchase Price. The Purchase Price, less the City Condo Unit Credit and as may be reduced pursuant to paragraphs 2(b), 2(c), and 13(b) hereof.

(b) Condominium Declaration. The Condominium Declaration duly signed and acknowledged by Purchaser acting as declarant. The Condominium Declaration shall be recorded, at Purchaser's cost and expense, immediately following the recordation of the Deed in the Real Property Records of Bexar County, Texas.

(c) City Condo Unit Deed. A deed without warranty covering the City Condo Unit (the "***Condo Deed***") duly signed and acknowledged by Purchaser, which Condo Deed shall be in substantially the form attached hereto as **Exhibit "G"** and shall convey to Seller good and indefeasible fee

simple title to the City Condo Unit free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the City Condo Unit, except for the Title Policy Exceptions and the Condominium Declaration. The Condo Deed shall be recorded in the Real Property Records of Bexar County, Texas immediately following the recordation of the Condominium Declaration.

(d) Evidence of Authority. Such evidence or other documents that may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(e) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

(f) Parking Lease. Purchaser's duly executed and acknowledged counterpart to that certain Parking Lease attached to the CDA.

(g) Tunnel License Agreement. Purchaser's duly executed and acknowledged counterpart to that certain Tunnel License Agreement attached to the CDA.

12. Costs and Adjustments.

(a) Taxes and Closing Costs. The Property is currently exempt from ad valorem taxes under Texas Tax Code § 11.11. The parties also anticipate that the Property will remain eligible for such exemption until Closing when taxes for the year of the Closing will be calculated pursuant to Texas Tax Code § 26.10 such that there will be no ad valorem tax liability associated with any period prior to Closing. In such event, there shall be no proration of taxes at Closing. If, however, there any ad valorem taxes assessed against the Property that are attributable to the period prior to Closing for any reason whatsoever (including a change in law) or the conveyance of the Property to Purchaser triggers any rollback taxes or taxes attributable to periods prior to Closing, then Purchaser shall receive a credit on the closing statement equal to the amount of such taxes that are attributable to the period prior to Closing (if any).

Seller shall pay for the cost of the tax certificates, the cost of the premium of the Title Policy delivered to Purchaser, and one-half of the escrow fees charged by Title Company. Purchaser shall pay forany fees charged by Purchaser's lender, if any, any mortgagee title policy required in connection therewith, the premium for the "Shortages in Area" deletion, Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession, and one-half of the escrow fees charged by Title Company. Seller and Purchaser shall each be responsible for the fees and expenses of their respective attorneys.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, parking income, maintenance and service charges and all other normal operating charges of the Property shall be prorated as of the Closing Date; provided that Purchaser shall not be obligated for payments under any management, service or other contractual agreements or property agreements affecting the Property and the same shall be terminated prior to Closing unless Purchaser expressly elects to assume the same.

In the event any adjustments pursuant to this paragraph are determined to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) business days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the date of

Closing. Nothing contained in this subparagraph shall prevent either party from disputing any claim made by the other party that an adjustment made at Closing was erroneous, so long as such claim is made within one (1) year following Closing.

13. Condemnation and Casualty.

(a) Condemnation. In the event of any eminent domain taking or the issuance of a notice of an eminent domain taking prior to Closing, Purchaser shall have the right to terminate this Contract by giving written notice of such termination to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be released to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder, other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Purchaser must exercise its termination right within thirty (30) days after its receipt of written notice from Seller (but in no event later than Closing) advising of such taking or proposed taking, which notice Seller hereby agrees to give promptly upon notice of such taking or proposed taking. If Purchaser does not elect to terminate this Contract, Purchaser shall be obligated to consummate this transaction, subject to satisfaction of the conditions set forth herein, for the full Purchase Price (subject to the other provisions hereof) and Purchaser shall be entitled to receive all eminent domain awards and Seller shall assign to Purchaser at Closing Seller's rights to such awards.

(b) Casualty.

(i) Seller shall bear all risk of loss from damage or destruction to the Property by fire or other casualty (a "***Casualty***") prior to the Closing. Upon the occurrence of any Casualty prior to Closing, Seller shall provide Purchaser with written notice within two (2) business days following such Casualty and permit Purchaser to inspect the Property as soon as practicable. Within thirty (30) days following a Casualty, Seller and Purchaser shall attempt in good faith to determine the reasonable cost of repairing such Casualty. The date upon which Seller and Purchaser mutually determine the reasonable cost of repairing a Casualty shall be referred to herein as the "***Cost Determination Date***." Any Casualty for which the cost of repair is less than fifty percent (50%) of the Purchase Price shall be deemed a "***Minor Casualty***" and any Casualty for which the cost of repair is fifty percent (50%) or greater of the Purchase Price shall be deemed a "***Major Casualty***."

(ii) In the event of a Minor Casualty that occurs prior to the Tower Completion Date (as defined and as may be extended pursuant to the CDA), Seller shall promptly restore and repair the Property to its condition prior to such Minor Casualty and complete such restoration prior to Closing; provided, that Closing shall be extended up to 90 days to allow for such repairs to be completed prior to the Closing. In the event of a Minor Casualty that occurs after the Tower Completion Date, Purchaser shall receive a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Minor Casualty , and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigned to Purchaser, unless Seller and Purchaser mutually agree that Seller shall fully repair and restore the Property prior to Closing to its condition prior to such Minor Casualty in lieu of Purchaser receiving such credit.

(iii) In the event of a Major Casualty, either Purchaser or Seller shall have the option of electing within fifteen (15) days following the Cost Determination Date of electing to terminate this Agreement, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be released to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder, other than Purchaser's indemnity of Seller as provided in paragraph 5 above.

(iv) In the event of a Major Casualty that occurs prior to the Tower Completion Date (as defined and as may be extended pursuant to the CDA), if neither Purchaser or Seller elects to terminate this Contract pursuant to paragraph 13(b)(iii) above within fifteen (15) days following the Cost Determination Date, then Seller shall make an election within thirty (30) days following the Cost Determination Date as to whether it will (a) fully repair and restore the Property prior to Closing to its condition prior to such Major Casualty, or (b) provide Purchaser at the Closing with a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Major Casualty, and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigned to Purchaser. If Seller does not make such election within fifteen (15) days, it shall be deemed to have elected option (b). If Seller elects option (a) under this paragraph 13(b)(iv), then Seller shall diligently and continuously pursue such repairs so as to complete them prior the Closing Date; *provided, however*, that the Closing Date shall be extended up to one hundred eighty (180) days to allow for such repairs to be completed prior to the Closing.

(v) In the event of a Major Casualty that occurs after the Tower Completion Date, if neither Purchaser or Seller elects to terminate this Contract pursuant to paragraph 13(b)(iii) above within fifteen (15) days following the Cost Determination Date, then Purchaser shall receive a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Major Casualty, and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigns to Purchaser.

14. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this paragraph 14. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmation copy sent by mail or courier, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means shall be effective when received by the party to whom the same is addressed, and such notices shall be addressed as follows:

Seller:
City of San Antonio
Attention: Sheryl Sculley, City Manager
100 Military Plaza, 1st Floor
San Antonio, Texas 78205

With copies to:
City Clerk
Attention: Leticia M. Vacek
100 Military Plaza, 2nd Floor
San Antonio, Texas 78205

City Attorney
Attention: Martha G. Sepeda
100 Military Plaza, 3rd Floor
San Antonio, Texas 78205

Hornberger Fuller & Garza Incorporated
Attn: Ty Hunter Sheehan
7373 Broadway, Suite 300

San Antonio, TX 78209

Purchaser: Weston Urban, LLC
Attn: Randy Smith
112 E. Pecan Street, Suite 100
San Antonio, Texas 78205

With a copy to: Golden Steves Cohen & Gordon, LLP
Attn: Stephen L. Golden
300 Convent Street, Suite 2600
San Antonio, TX 78205

15. Remedies. In the event that Seller fails to timely comply with all conditions, covenants and obligations it has hereunder, except due to a default by Purchaser, or if any of the conditions precedent of Purchaser's obligation to close contained herein are not satisfied, and such failure shall continue for thirty (30) days after Seller's receipt of written notice regarding such default, Seller shall be in default under this Contract and Purchaser shall be entitled, as its sole and exclusive remedies, to either (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser and the Deposited Deed shall be returned to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above, (ii) waive such conditions and proceed to Closing, or (iii) exercise any remedies that may be available to Purchaser under law or in equity.

In the event that Purchaser fails to timely comply with all conditions, covenants and obligations it has hereunder, except due to a default by Seller, and such failure shall continue for thirty (30) days after Purchaser's receipt of written notice regarding such default, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Contract and receive from the Title Company the Earnest Money deposited with the Title Company as liquidated damages. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller shall accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled. The foregoing limitations shall not apply to Purchaser's indemnity pursuant to paragraph 5 above.

16. DTPA WAIVER; WAIVER OF CONSUMER RIGHTS. PURCHASER ACKNOWLEDGES AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERMITTED SUCCESSORS OR ASSIGNS OF PURCHASER, THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DTPA"), IS NOT APPLICABLE TO THIS TRANSACTION. ACCORDINGLY, PURCHASER'S WAIVES ITS RIGHTS UNDER THE DTPA, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER. ALL RIGHTS AND REMEDIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, AND WITH RESPECT TO ALL ACTS OR PRACTICES OF THE SELLER, PAST, PRESENT OR FUTURE, IN CONNECTION WITH SUCH TRANSACTION, SHALL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR THE CLOSING.

17. Public Instrument. Purchaser acknowledges that this Agreement is 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.

18. Administrative Agreements. The Director of Capital Improvements Management Services ("***CIMS***") and the Assistant Director for Real Estate of CIMS may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults.

19. Extensions and Non-Material Amendments. The Director of Capital Improvement Management Services may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

20. Dispute Resolution.

(a) As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

(b) Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

(c) Mediation must be conducted in San Antonio, Bexar County, Texas.

(d) The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

(e) If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

(f) Mediator fees must be borne equally.

(g) The parties need not mediate before going to court to seek emergency injunctive relief.

21. Prohibited Interests in Contracts.

(a) 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 of the City would have a "prohibited financial interest" in this Contract if any of the following individual(s) or entities is a party to the Contract:

(i) a City officer or employee;

(ii) a City officer or employee's spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the business entity, or (b) 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 (a) a partner, or (b) a parent or subsidiary business entity.

(b) Purchaser warrants and certifies as follows:

(i) Neither Purchaser nor its officers are officers or employees of the City.

(ii) Purchaser shall tender to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

(c) Purchaser acknowledges that City's reliance on the above warranties and certifications is reasonable.

22. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, and venue shall be in Bexar County, Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "**successors and assigns**" shall include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. In the event it becomes necessary for either party to file a suit to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith except for the CDA and provided, further, that this Agreement is being executed pursuant to the CDA and is subject to termination pursuant to the terms thereof whereupon the Earnest Money and the Deposited Deed shall be disbursed as set forth under the CDA and the Deed Escrow Agreement. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

(f) Multiple Originals and Counterparts. Numerous copies of this Contract may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, both such counterparts shall have the full force and effect of an original executed instrument.

(g) Real Estate Commission. Each party hereby represents and warrants that it has not entered into any agreements which could give rise to a real estate commission being owed as a result of this Contract.

(h) Assignment. Purchaser may at its option and at any time during this Contract, assign this Contract, without the consent of Seller, to an Affiliate of Purchaser. Any other assignment shall require the written consent of Seller, not to be unreasonably withheld, conditioned or delayed. "***Affiliate***" for purposes hereof shall mean an entity or person who (a) is directly or indirectly controlling, controlled by, or under common control with Purchaser; or (b) owns directly or indirectly greater than thirty-five percent (35%) or more of the equity or voting interests of Purchaser; or (c) is a general partner, officer, director, non-financial institution trustee or fiduciary of Purchaser or of any entity or person described in (a) or (b). No assignment of this Agreement shall relieve Weston Urban from its obligations hereunder.

(i) Tax Deferred Exchange. At any time prior to Closing, Purchaser may elect to have the transaction contemplated hereunder consummated as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Seller agrees to execute such documents in connection with any such tax-deferred exchange as may be reasonably required and to otherwise reasonably cooperate with Purchaser to effectuate such exchange.

(j) Effective Date. All references in this Contract to the "**Effective Date**", the "date hereof", or the "date of this Contract" shall mean the date upon which the Title Company acknowledges receipt of this Contract as set forth below.

(k) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(l) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

(m) Memorandum of Contract. Prior the Effective Date of this Contract, Seller has executed the Memorandum of Real Estate Contract of Sale attached hereto as **Exhibit "H"** and the Title Company shall record such Memorandum in the Real Property Records of Bexar County within two (2) business days following the Effective Date hereof.

[Signature Page to Follow]

EXECUTED to be effective as of the Effective Date.

SELLER:

THE CITY OF SAN ANTONIO, TEXAS,
a home rule municipality

By: _____
Name: _____
Title: _____

PURCHASER:

WESTON URBAN, LLC,
a Texas limited liability company

By: _____
Name: Randal Smith
Title: Manager

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED:

TITLE COMPANY:

CHICAGO TITLE COMPANY

By: _____
Name: _____
Its: _____
Effective Date: _____

EXHIBIT "A"
THE LAND

PAPE-DAWSON ENGINEERS

FIELD NOTES
FOR

A 0.421 of an acre, or 18,330 square feet more or less, tract of land being that same 0.4208 acre tract conveyed to the City of San Antonio by instrument recorded in Volume 3898, Page 1308 in the Official Public Records of Real Property of Bexar County, Texas, which is all of New City Block (N.C.B.) 123 of the City of San Antonio, Bexar County, Texas. Said 0.421 of an 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 (NA2011) epoch 2010.00;

BEGINNING: At a building corner at the intersection of the south right-of-way line of West Commerce Street, a 65-foot right-of-way as shown on City of San Antonio Engineers' Map No. 12 and the east right-of-way line of South Flores Street, a variable width right-of-way as shown on said Engineers' Map No. 12, at the northwest corner of said 0.421 acre tract;

THENCE: S 78°40'07" E, with the south right-of-way line of said West Commerce Street and the north line of said 0.421 acre tract, a distance of 203.98 feet to a point, at the intersection of said south right-of-way line of said West Commerce Street and the west right-of-way line of South Main Avenue, a variable width right-of-way as shown on said Engineers' Map No. 12, from which a building corner bears N 73°12' W, a distance of 1.2 feet and a second building corner bears S 07°30' E, a distance of 1.3 feet;

THENCE: S 01°23'54" W, with said west right-of-way line of said South Main Avenue and the east line of said 0.421 acre tract to a point, at the intersection of said west right-of-way line of said South Main Avenue and the north right-of-way line of Trevino Street, a variable width right-of-way as shown on said Engineers' Map No. 12, at the southeast corner of said 0.421 acre tract, from which a building corner bears N 01°24' W, a distance of 1.4 feet and a second building corner bears N 88°49' W, a distance of 1.5 feet;

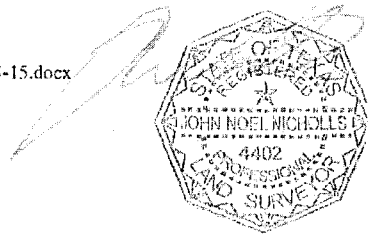
THENCE: N 84°47'27" W, with the north right-of-way line of said Trevino Street and the south line of said 0.421 acre tract, a distance of 124.19 feet to a building corner;

San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

THENCE: N 83°51'48" W, continuing with the north right-of-way line of said Trevino Street and the south line of said 0.421 acre tract, a distance of 76.16 feet to a building corner, at the intersection of said north right-of-way line of said Trevino Street and said east right-of-way line of said South Flores Street and the southwest corner of said 0.421 acre tract;

THENCE: N 00°46'20" E, with said east right-of-way line of said South Flores Street and the west line of said 0.421 acre tract, a distance of 101.50 feet to the POINT OF BEGINNING, and containing 0.421 of an acre 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 9078-15 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 27, 2015
JOB NO. 9078-15
DOC. ID. N:\Survey15\15-9000\9078-15\Word\9078-15.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



PAPE-DAWSON ENGINEERS

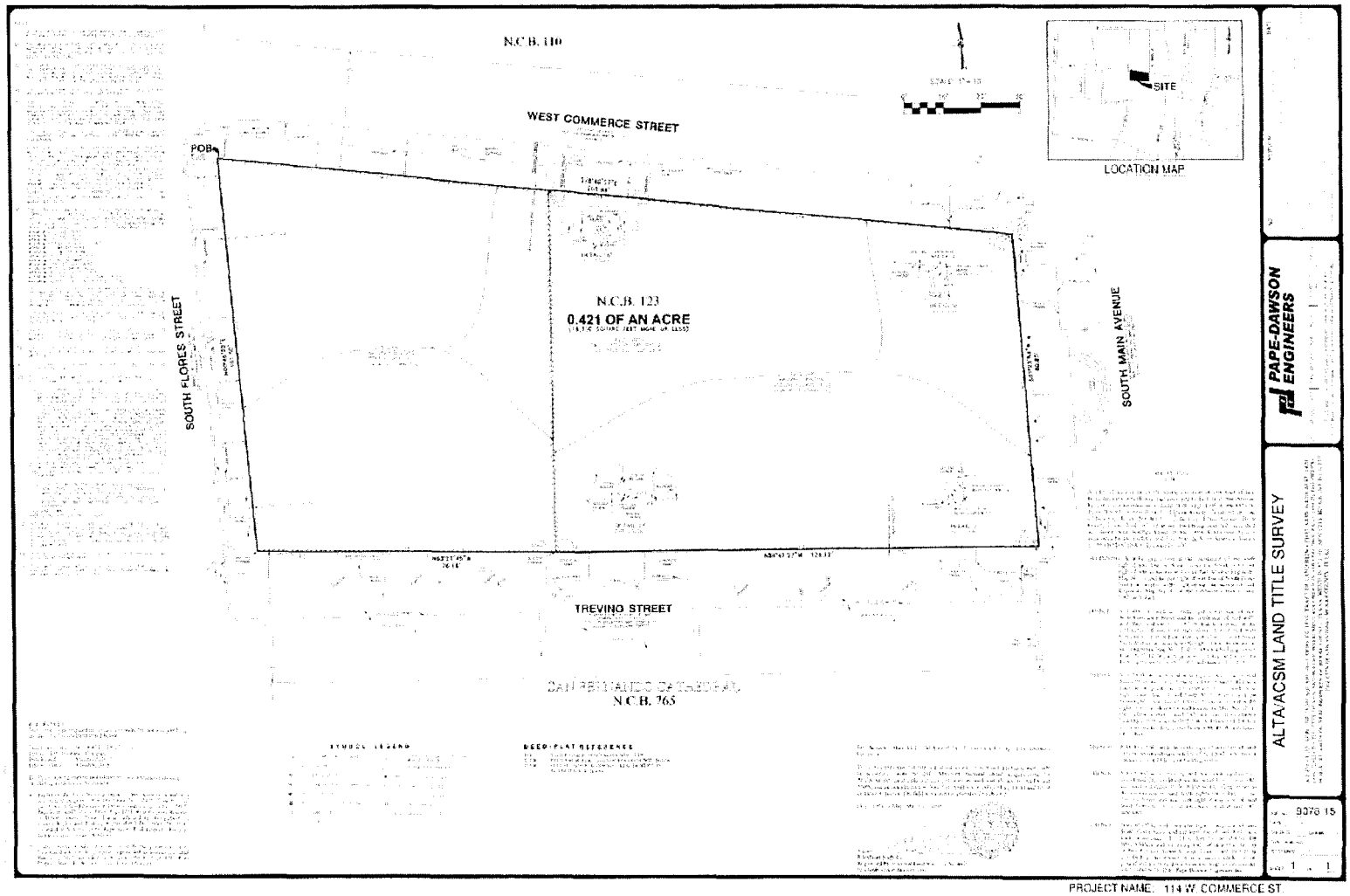
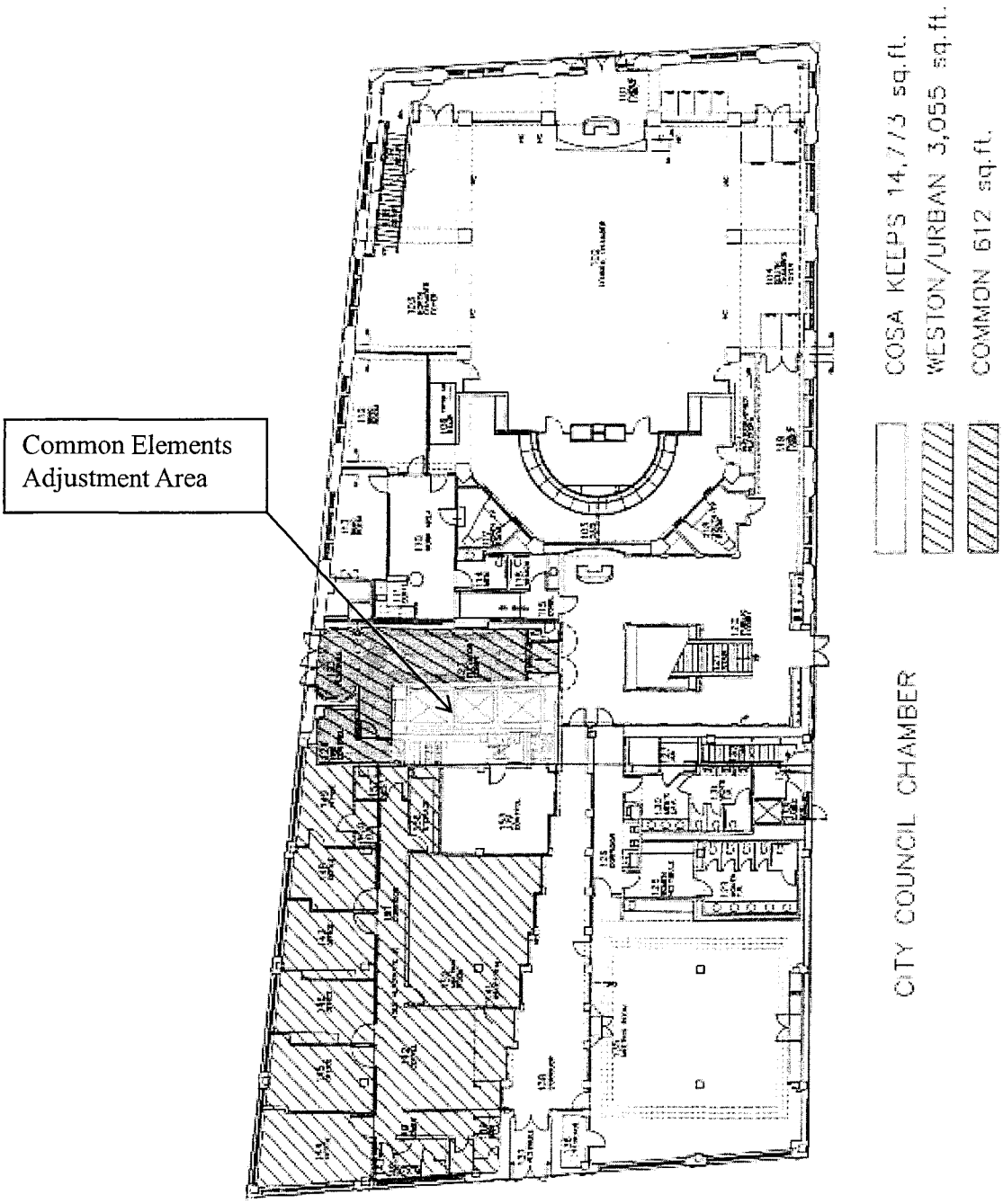
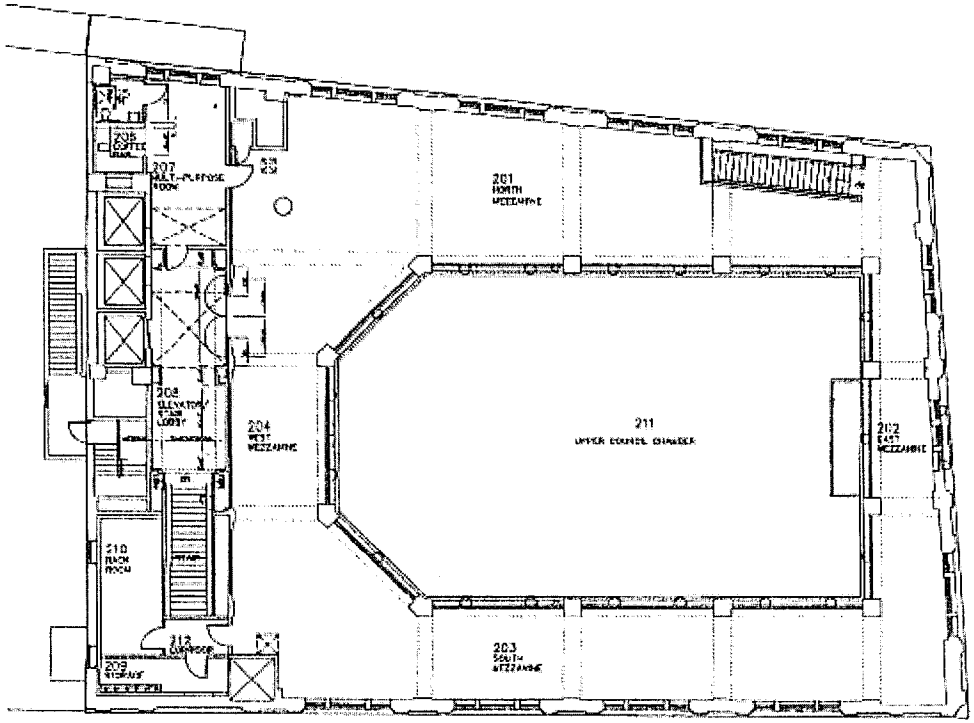

N.C.B. 110
WEST COMMERCE STREET
POB
SOUTH FLORES STREET
N.C.B. 123
0.421 OF AN ACRE
SOUTH MAIN AVENUE
TREVINO STREET
N.C.B. 765
SITE
LOCATION MAP
PAPE-DAWSON ENGINEERS
ALTA/ACSM LAND TITLE SURVEY
PROJECT NAME: 114 W. COMMERCE ST.

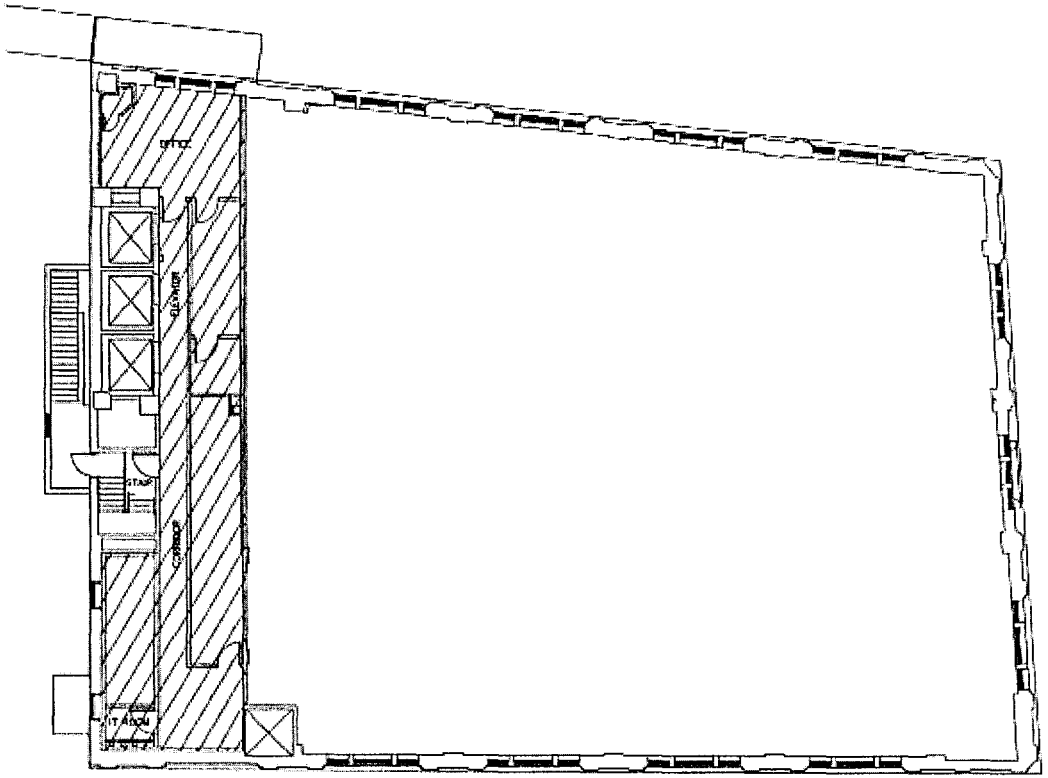
EXHIBIT "B"
DEPICTION OF CITY CONDO UNIT





COSA KEEPS 7,412 sq.ft.

FIRST MEZZANINE FLOOR PLAN



COSA KEEPS 1,291 sq.ft.

M MEZZANINE FLOOR PLAN

EXHIBIT "C"
DEPOSITED DEED

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

STATE OF TEXAS }
}
COUNTY OF BEXAR }

DEED WITHOUT WARRANTY

Authorizing Ordinance: _____

Statutory Authority: _____

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: _____, a Texas _____

Grantee's Mailing Address: _____

Consideration: $10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: The land commonly known as _____, San Antonio, Bexar County, Texas and more fully described in Exhibit A attached hereto and incorporated herein verbatim for all purposes (the "**Land**"), together with any and all improvements situated on the Land (the **"Improvements"**), and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the **"Additional Interests"**); provided, however, that the Additional Interests shall not include, and Seller specifically reserves, any of Seller's right, title and interest in easements, streets, rights-of-way, water rights, appurtenances, or other interests arising or acquired by Seller pursuant to its powers or

authorities as a municipal corporation or in relation to the activities of public utilities. The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the **"Property."**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, CONDITION, OR CHARACTER.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Exceptions to Conveyance and Warranty: All presently recorded and validly existing instruments that affect the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed
Name:_____

Title:_____

Date:_____

Approved As To Form:

By:_____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

EXHIBIT "D"
SCHEDULE B FROM TITLE COMMITMENT

Order No.: 43-1019522

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. Item 1, Schedule B is hereby deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2015, and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a. Rights of the Frost National Bank of San Antonio in and to a license granted pursuant to Ordinance No. 32022 of the City of San Antonio dated January 9, 1964 as reserved in

Volume 2802, Page 2116, and Volume 3898, Page 1291, Real Property Records of Bexar County, Texas. Further affected by Assignment of Tunnel Rights and Parking Rights dated December 26, 1986, recorded in Volume 3898, Page 1298, Real Property Records, Bexar County, Texas, noted on survey dated March 27, 1015, Job No. 9078-15, prepared by Pape-Dawson Engineers, John Noel Nichols, Registered Professional Land Surveyor No. 4402.

b. Public Street or Alley Encroachment Permit granted to Frost National Bank for the purpose(s) provided in instrument filed March 7, 2012, recorded in Volume 15478, Page 171, Real Property Records, Bexar County, Texas, noted on survey dated March 27, 1015, Job No. 9078-15, prepared by Pape-Dawson Engineers, John Noel Nichols, Registered Professional Land Surveyor No. 4402.

c. Subject to the rights of Centro San Antonio-The Downtown Public Improvement District to levy assessments.

d. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

e. Those liens created at closing, if any, pursuant to Lender's instructions.

f. Rights of Parties in Possession (Owner Policy Only)

g. Intentionally Deleted

h. Intentionally Deleted

i. The Company's liability herein shall not extend to cover the apparent encroachments of Overhangs onto adjoining property along the North (West Commerce Street) and West (South Flores Street) property lines, shown on survey dated March 27, 1015, Job No. 9078-15, prepared by Pape-Dawson Engineers, John Noel Nichols, Registered Professional Land Surveyor No. 4402.

j. The Company's liability herein shall not extend to cover the apparent encroachment of Building Facade into the adjoining property along the North (West Commerce Street) and South (Trevino Street) property lines, shown on survey dated March 27, 1015, Job No. 9078-15, prepared by Pape-Dawson Engineers, John Noel Nichols, Registered Professional Land Surveyor No. 4402.

k. The Company's liability herein shall not extend to cover the apparent encroachment of Granite Paving and Granite Stairs onto adjoining property along the East (South Main Avenue) property line shown on survey dated March 27, 1015, Job No. 9078-15, prepared by Pape-Dawson Engineers, John Noel Nichols, Registered Professional Land Surveyor No. 4402.

l. The Company's liability herein shall not extend to cover the apparent encroachment of Concrete Steps, Concrete Wall and Concrete Ramps onto adjoining property along the South (Trevino Street) property line shown on survey dated March 27, 1015, Job No. 9078-15, prepared by Pape-Dawson Engineers, John Noel Nichols, Registered Professional Land Surveyor No. 4402.

EXHIBIT "E"
PROPERTY CONDITION FORM

[TO BE ATTACHED]

EXHIBIT "F"
BILL OF SALE

BILL OF SALE AND ASSIGNMENT

STATE OF TEXAS	§
	§
COUNTY OF BEXAR	§

The CITY OF SAN ANTONIO, a Texas home rule municipality ("***Seller***"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Purchaser, does hereby sell, assign and transfer to WESTON URBAN, LLC, a Texas limited liability company ("***Purchaser***"), all of Seller's right, title and interest, if any, in and to the following described property (collectively, the "***Personal Property***"):

> All tangible personal property and fixtures owned by Seller and located on or attached to or used in connection with the real property described on Exhibit "A" attached to this Bill of Sale and Assignment (the "***Land***") or the improvements situated thereon (the "***Improvements***"; the Land and the Improvements being collectively referred to as the "Real ***Property***"); provided, however, that the Personal Property shall not include the personal property and fixtures located within the City Condo Unit (as defined in that certain Condominium Declaration concerning the Land entered into as of even date herewith), which is being conveyed back to Seller on even date herewith.

IT IS UNDERSTOOD AND AGREED THAT THIS SALE IS MADE "AS-IS, WHERE IS" AND WITH ALL FAULTS. All warranties, express or implied, are hereby disclaimed.

TO HAVE AND TO HOLD the Personal Property unto said Purchaser, its successors and assigns forever.

[Signature Page to Follow]

EXECUTED to be effective the ___ day of _____ 20__.

City of San Antonio, a Texas home rule municipality

By:_____

Printed
Name:_____

Title:_____

Date:_____

Approved As To Form:

By:_____
City Attorney

EXHIBIT "G"
CONDO DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

THE STATE OF TEXAS	§	
	§	**KNOW ALL PERSONS**
	§	**BY THESE PRESENTS:**
COUNTY OF BEXAR	§	

THAT THE UNDERSIGNED, Weston Urban, LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantor by the City of San Antonio, Texas, a home rule municipality "Grantee"), whose address is 100 Military Plaza, 1st Floor, San Antonio, Texas 78205, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property in in the City of San Antonio, Bexar County, Texas (the "Land"), being more particularly described as follows:

> The City Unit of the 114 West Commerce Condominium, a Condominium in the City of San Antonio, Bexar County, Texas, according to the Condominium Declaration filed for record on _____, 201_, and recorded in Volume ____, Page ____, Real Property Records, Bexar County, Texas, together with an undivided interest in the Common Elements as described in and allocated pursuant to said Condominium Declaration, and together with the exclusive use of the Limited Common Elements appurtenant thereto (if any), all as described in said Condominium Declaration, together with all fixtures and improvements thereto (the "Property")

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever, without express or implied warranty.

All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective as of the _____ day of _____ 20___.

GRANTOR:

WESTON URBAN, LLC,
a Texas limited liability company

By: WESTON URBAN GP, LLC,
a Texas limited liability company
Its Manager

By: _____
Name: Randal C. Smith
Title: Manager

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this __ day of _____, 201__, by Randal Smith, the Manager of WESTON URBAN GP, LLC, a Texas limited liability company, as manager of Weston Urban, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for
the State of Texas

_____

AFTER RECORDING,
PLEASE RETURN TO:

_____
_____
_____

EXHIBIT "H"
MEMORANDUM OF REAL ESTATE CONTRACT OF SALE

MEMORANDUM OF REAL ESTATE CONTRACT OF SALE

THE STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR	§	

This **MEMORANDUM OF REAL ESTATE CONTRACT OF SALE** (this "Memorandum") is made effective the ____ day of _____ 2015 by and among the City of San Antonio, a Texas home-rule municipality ("***Seller***"), and Weston Urban, LLC, a Texas limited liability company ("***Purchaser***").

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, and in further consideration of the mutual covenants of Seller and Purchaser pursuant to the terms, provisions and conditions of that certain Real Estate Contract of Sale by and among Seller and Purchaser dated of even date herewith (as amended, the "***Contract***") with respect to that certain tract of land totaling approximately 0.421 acres known as the Municipal Plaza Building located in San Antonio, Bexar County, Texas legally described in **Exhibit "A"** attached hereto (the "***Property***"), copies of which are in the possession of each of the parties hereto, and other good and valuable consideration the receipt of which is hereby mutually acknowledged, the parties have agreed as follows:

1. Right to Purchase. Pursuant to the terms, provisions and conditions of the Contract, Seller has granted to Purchaser the exclusive right to purchase the Property so long as the Contract remains in effect between Seller and Purchaser ("***Contract Period***"). The provisions of the Contract are incorporated herein by this reference; initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contract.

2. No Encumbrances. Seller hereby covenants and agrees that during the Contract Period, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property other than the Permitted Exceptions (as defined in the Contract) (any and all such matters referenced herein as an "***Encumbrance***"), without promptly discharging the same prior to Closing. The foregoing covenants shall be binding on Seller during the Contract Period. During the Contract Period, Purchaser's consent shall be required in order to make any Encumbrance binding upon the Property and any attempt to create such an Encumbrance without Purchaser's consent shall be void.

3. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Contract. In the event of any inconsistency between the provisions of this Memorandum and the Contract, the provisions of the Contract shall prevail.

4. Miscellaneous. Seller and Purchaser have executed this Memorandum on the dates indicated in their acknowledgments below to be effective as of the date first set forth above.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[Signatures of Seller and Purchaser follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this **MEMORANDUM OF CONTRACT OF SALE** as the date and year first written above.

SELLER:

THE CITY OF SAN ANTONIO, TEXAS,
a home rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the ____ day of _____, 2015, by _____, the _____ of the City of San Antonio, a Texas home rule municipality on behalf of said home rule municipality.

_____
NOTARY PUBLIC, in and for
THE STATE OF TEXAS

PURCHASER:

WESTON URBAN, LLC,
a Texas limited liability company

By: WESTON URBAN GP, LLC,
a Texas limited liability company
Its Manager

By: _____
Name: Randal C. Smith
Title: Manager

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by Randal Smith, the Manager of WESTON URBAN GP, LLC, a Texas limited liability company, as manager of Weston Urban, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, in and for
THE STATE OF TEXAS

EXHIBIT "A"
Legal Description

PAPE-DAWSON ENGINEERS

FIELD NOTES
FOR

A 0.421 of an acre, or 18,330 square feet more or less, tract of land being that same 0.4208 acre tract conveyed to the City of San Antonio by instrument recorded in Volume 3898, Page 1308 in the Official Public Records of Real Property of Bexar County, Texas, which is all of New City Block (N.C.B.) 123 of the City of San Antonio, Bexar County, Texas. Said 0.421 of an 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 (NA2011) epoch 2010.00;

BEGINNING: At a building corner at the intersection of the south right-of-way line of West Commerce Street, a 65-foot right-of-way as shown on City of San Antonio Engineers' Map No. 12 and the east right-of-way line of South Flores Street, a variable width right-of-way as shown on said Engineers' Map No. 12, at the northwest corner of said 0.421 acre tract;

THENCE: S 78°40'07" E, with the south right-of-way line of said West Commerce Street and the north line of said 0.421 acre tract, a distance of 203.98 feet to a point, at the intersection of said south right-of-way line of said West Commerce Street and the west right-of-way line of South Main Avenue, a variable width right-of-way as shown on said Engineers' Map No. 12, from which a building corner bears N 73°12' W, a distance of 1.2 feet and a second building corner bears S 07°30' E, a distance of 1.3 feet;

THENCE: S 01°23'54" W, with said west right-of-way line of said South Main Avenue and the east line of said 0.421 acre tract to a point, at the intersection of said west right-of-way line of said South Main Avenue and the north right-of-way line of Trevino Street, a variable width right-of-way as shown on said Engineers' Map No. 12, at the southeast corner of said 0.421 acre tract, from which a building corner bears N 01°24' W, a distance of 1.4 feet and a second building corner bears N 88°49' W, a distance of 1.5 feet;

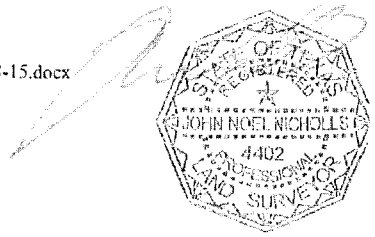
THENCE: N 84°47'27" W, with the north right-of-way line of said Trevino Street and the south line of said 0.421 acre tract, a distance of 124.19 feet to a building corner;

San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

THENCE: N 83°51'48" W, continuing with the north right-of-way line of said Trevino Street and the south line of said 0.421 acre tract, a distance of 76.16 feet to a building corner, at the intersection of said north right-of-way line of said Trevino Street and said east right-of-way line of said South Flores Street and the southwest corner of said 0.421 acre tract;

THENCE: N 00°46'20" E, with said east right-of-way line of said South Flores Street and the west line of said 0.421 acre tract, a distance of 101.50 feet to the POINT OF BEGINNING, and containing 0.421 of an acre 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 9078-15 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 27, 2015
JOB NO. 9078-15
DOC. ID. N:\Survey15\15-9000\9078-15\Word\9078-15.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



PAPE-DAWSON ENGINEERS

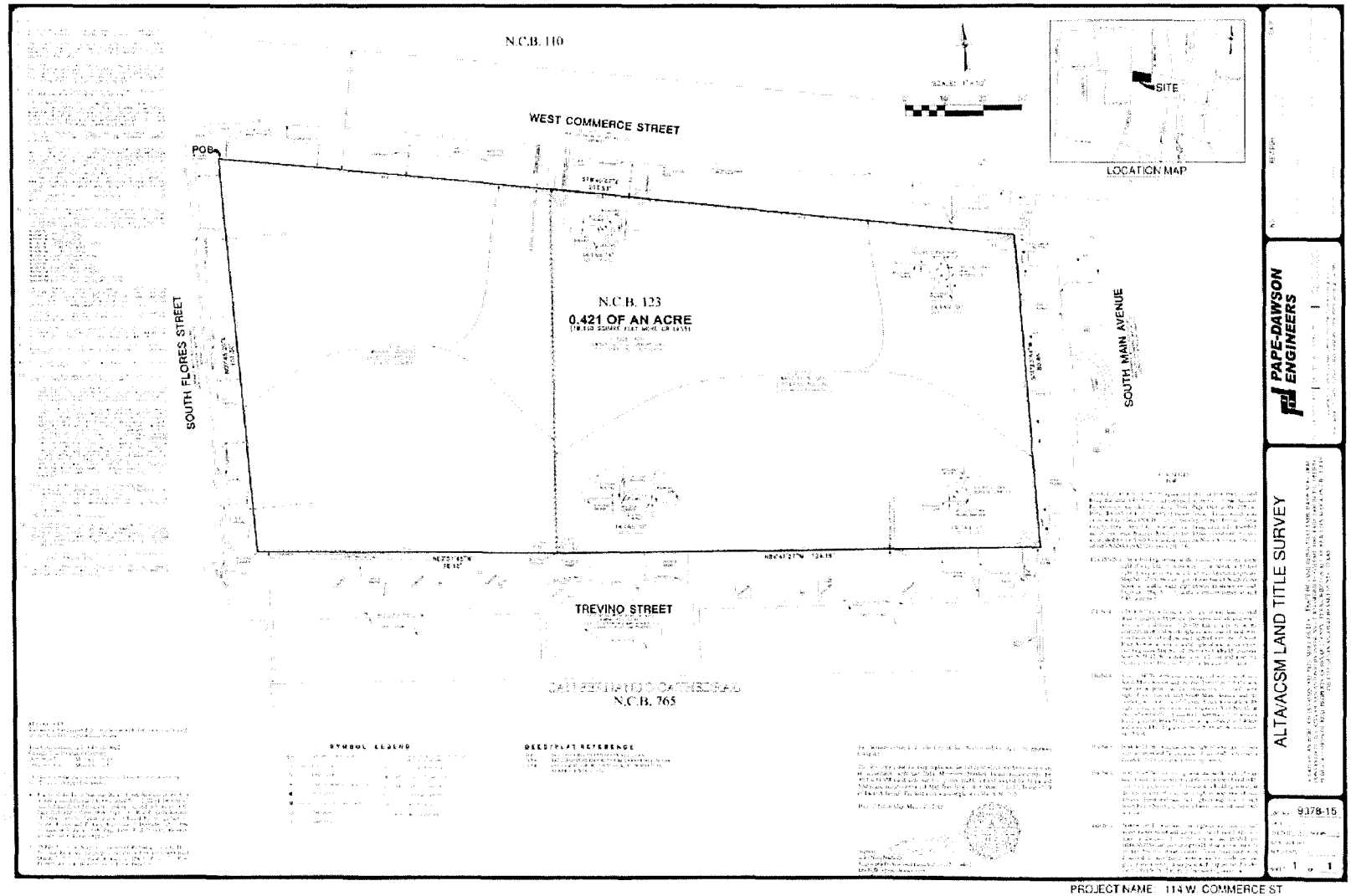

N.C.B. 110
WEST COMMERCE STREET
POB
SOUTH FLORES STREET
N.C.B. 123
0.421 OF AN ACRE
SOUTH MAIN AVENUE
TREVINO STREET
N.C.B. 765
SYMBOL LEGEND
DEED/PLAT REFERENCE
SITE
LOCATION MAP
PAPE-DAWSON ENGINEERS
ALTA/ACSM LAND TITLE SURVEY
9378-15
PROJECT NAME: 114 W. COMMERCE ST

EXHIBIT B

REAL ESTATE CONTRACT OF SALE

THIS REAL ESTATE CONTRACT OF SALE ("***Contract***") is entered into by and between the City of San Antonio, a Texas home-rule municipality ("***Seller***"), and Weston Urban, LLC, a Texas limited liability company ("***Purchaser***"), pursuant to that certain Comprehensive Development Agreement by and among Seller, Purchaser and Frost Bank dated effective as of June 29, 2015 (the "***CDA***"); all terms not otherwise defined herein shall have the meaning ascribed to them in the CDA.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the promises, undertakings, and mutual covenants of the parties herein set forth, and subject to the terms and conditions hereof, Seller hereby agrees to sell and Purchaser hereby agrees to purchase and pay for all that certain property hereinafter described in accordance with the following terms and conditions:

1. Property. The property to be conveyed by Seller to Purchaser, at Closing, shall be comprised of the following:

That certain tract of land totaling approximately 40,070 square feet located in San Antonio, Bexar County, Texas (the "***Land***"), being more particularly depicted and described on **Exhibit "A"** attached hereto and made a part hereof, together with any and all improvements situated on the Land (the "***Improvements***"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "***Additional Interests***").

The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the "***Property***."

2. Purchase Price.

(a) Purchase Price. The purchase price ("***Purchase Price***") to be paid by Purchaser to Seller for the Property shall be Nine Hundred Fifty Thousand and No/100 Dollars ($950,000.00 as may be reduced pursuant to paragraph 2(b) below. The Purchase Price shall be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing.

(b) Purchase Price Reduction for New Material Defect. If Purchaser discovers a New Material Defect (as defined in paragraph 8(b) below) and Seller elects not to repair or cure such New Material Defect, then the Purchase Price hereunder shall be automatically reduced by the estimated cost of repairing or curing such New Material Defect.

3. Earnest Money; Independent Consideration; Deposited Deed.

(a) Earnest Money. Within two (2) business days following the Effective Date, Purchaser shall deposit with Chicago Title Company, 270 N. 1604 East, Suite 115, San Antonio, Texas 78232, Attn: Doug Becker; Telephone: 210-482-3564 (E-mail: doug.becker@ctt.com) ("***Title Company***") the sum of Two Hundred Thousand and No/100 Dollars ($200,000.00) as earnest money hereunder (the "***Earnest Money***").

(b) Deposit of Earnest Money. The Earnest Money shall be deposited by Title Company in an interest-bearing account, with the interest earned thereon to be credited to Purchaser and to

constitute a part of the Earnest Money for purposes hereof. The entire Earnest Money shall be applied towards the Purchase Price at Closing, or shall be otherwise held and disbursed by the Title Company as provided herein and under that certain Deed Escrow Agreement attached to the CDA and incorporated herein by reference (the "***Deed Escrow Agreement***").

(c) Independent Consideration. As independent consideration for the rights granted to Purchaser hereunder, Purchaser has paid to Seller the sum of One Hundred and No/100 Dollars ($100.00), the receipt and sufficiency of which are hereby acknowledged. The independent consideration is non-refundable and shall not be applied against the Purchase Price.

(d) Deposited Deed. On the Effective Date, Seller has deposited with the Title Company a fully executed and recordable deed without warranty reflecting the conveyance of the Property from the Seller to the Purchaser in the form set forth on **Exhibit "B"** attached hereto (the "***Deposited Deed***") to secure Seller's obligations hereunder. The Title Company shall hold the Deposited Deed and the same shall be released and recorded by the Title Company as provided herein and under the Deed Escrow Agreement.

4. Prior Due Diligence.

(a) Title Commitment and Survey. Prior to the Effective Date hereof, Purchaser has obtained that certain title commitment issued on April 8, 2015 by Chicago Title Insurance Company (the "***Title Commitment***"), setting forth the status of title of the Property and showing all liens, claims, encumbrances, conditions, restrictions, easements, rights of way, encroachments and all other matters of record in Bexar County, Texas. Prior to the Effective Date hereof, Purchaser has also obtained a current survey of the Property certified to Seller, Purchaser and Title Company that substantially complies with the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey (the "***Survey***").

(b) Title Policy Exceptions. All matters shown under Schedule B of the Title Commitment (attached hereto as **Exhibit "C"**) and on the Survey shall be considered "***Title Policy Exceptions***" under this Contract. Notwithstanding the foregoing, under no circumstances shall Purchaser be required to object to any liens reflected in the Title Commitment or other matters shown on Schedule "C" thereto, all of which (except for the lien or liens for taxes not yet due and payable) shall be released or satisfied by Seller at its expense prior to Closing.

(c) Documents. Prior to the Effective Date hereof, Seller has delivered to Purchaser, or alternatively were made available to Purchaser, copies of all documents in Seller's possession pertaining to the development, ownership, or operation of the Property (collectively, the "***Documents***"), including but not limited to, any existing survey of the Property; soils reports; feasibility studies; environmental reports, studies, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; utility information pertaining to the Property; engineering studies. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO PURCHASER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, PURCHASER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, PURCHASER SHALL RELY ONLY ON PURCHASER'S OWN INSPECTION OF THE PROPERTY.

5. Inspections. Prior to the Effective Date hereof, Purchaser has had an opportunity to inspect the condition of the Property and to perform such other investigations as Purchaser may desire in its sole discretion. Until the Closing or earlier termination of this Contract, Purchaser and its duly authorized agents or representatives shall be entitled to enter upon the Property at all reasonable times during the term of the Contract in order to conduct engineering studies, environmental studies, soil tests, and any other inspections and/or tests that Purchaser may deem necessary or advisable. Purchaser shall indemnify, defend and hold Seller and its employees and agents harmless from and against any and all demands, claims losses, costs and/or expenses that may be incurred by Seller as a result of any such inspections and/or tests or Purchaser's presence on the Property, except for existing conditions on the Property not caused by Purchaser or by the gross negligence or willful misconduct of Seller, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser shall repair any damage to the Property caused by Purchaser, its agents or representatives. Purchaser must notify Seller twenty-four (24) hours in advance of Purchaser's plans to conduct tests and Seller has a right to be present during such tests. If the Property is altered because of Purchaser's inspections and Purchaser terminates this Contract, Purchaser must reasonably return the Property to substantially its pre-inspection condition. If Purchaser terminates this Contract (except due to a Seller default), then Purchaser shall deliver to Seller copies of all inspection reports obtained by Purchaser regarding the condition of the Property from third-party consultants or contractors excluding any confidential or proprietary information; provided, however, that Seller acknowledges and agrees that Purchaser makes (either now or when delivered) no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of such reports. Purchaser must abide by any other reasonable entry rules imposed by Seller so long as Purchaser is informed in writing of such reasonable entry rules.

Purchaser must deliver evidence to Seller that Purchaser, or third parties retained by Purchaser to inspect the Property, have insurance for its proposed inspection activities, in the following amounts and coverages:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Explosion, Collapse, Underground g. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. h. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

6. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to close the purchase of the Property under this Agreement shall be subject to and conditional upon the fulfillment of the conditions set forth below in this paragraph 6 and Seller shall be in default under this Contract if any of the following conditions are not satisfied on the Closing Date or any of such conditions are breached prior the Closing Date and Seller fails to cure such breach within thirty (30) days following the Seller receipt from Purchaser of written notice of such breach:

(a) No Further Encumbrance. From the date of execution of this Contract through the date of Closing, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Title Policy Exceptions) without promptly discharging the same prior to Closing.

(b) No Actions. On the date of Closing, there shall be no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller that affect the Property or which otherwise affect any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(c) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby has been duly authorized, and shall not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement, instrument, obligation or judgment, to which Seller is a party or by which the Property or any portion thereof is bound.

(d) Continued Maintenance. From the date of execution of this Contract through the date of Closing, Seller shall continue to maintain the Property in its present condition subject to ordinary wear and tear.

(e) Leases. From the date of execution of this Contract through the date of Closing, Seller will not enter into any lease of any portion of the Property that will affect the Property as of the Closing Date.

(f) No Agreements. From the date of execution of this Contract through the date of Closing, Seller will not enter into any oral or written agreements affecting the Property that will be binding on Purchaser or the Property after Closing.

(g) Compliance with Laws. From the date of execution of this Contract through the date of Closing, the Property shall comply with all applicable laws and ordinances, and the then present maintenance, operation and use of the Property shall not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property.

(h) Environmental. From the date of execution of this Contract through the date of Closing, there shall be no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "***Pollutants***") on or in the Property except in accordance with relevant law, and Seller shall comply with all applicable local, state or federal environmental laws and regulations with respect to the Property.

(i) Condemnation. From the date of execution of this Contract through the date of Closing, there shall be no pending or threatened condemnation or similar proceedings affecting the Property.

(j) Title Policy. Purchaser will be able to obtain an Owner's Policy of Title Insurance (the "***Title Policy***") issued by the Title Company, on the standard form in use in the State of Texas, insuring good and indefeasible fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Title Policy Exceptions, and the standard printed exceptions therein.

(k) Incentives. From the date of execution of this Contract through the date of Closing, the Economic Development Agreement shall remain in full force and effect.

7. **Disclaimer regarding Representations and Warranties of Seller. PURCHASER ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND PURCHASER AGREES THAT, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THE DEPOSITED DEED, NEITHER SELLER NOR ANY OF SELLER'S EMPLOYEES, OFFICERS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THIS AGREEMENT OR THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. PURCHASER SPECIFICALLY AGREES AND ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (a) OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, (b) REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, (c) REGARDING THE PAST OR PRESENT COMPLIANCE BY SELLER OF LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, PRESENCE OF ASBESTOS OR LEAD BASED PAINT AT THE PROPERTY, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS, OR (d) THE COMPLIANCE OF THE PROPERTY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 OR THE TEXAS ARCHITECTURAL BARRIERS ACT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT**

CONSTRUCTION DEFECT OR OTHER PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, FUNGI, MOLD OR MILDEW) WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE OF TEXAS OR ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS MATERIAL WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE PROPERTY AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS WHATSOEVER REGARDING THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE AND OF WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE OF SELLER.

8. Pre-Closing Due Diligence.

(a) New Title Matters. From time to time prior to Closing, Purchaser shall have the right to obtain an update of the Title Commitment and Survey to determine whether any additional title encumbrances or exceptions (other than the Title Policy Exceptions) affect the Property, or whether any existing Title Policy Exceptions have been amended, modified or terminated (such new matters or revisions to existing exceptions referred to herein as "***New Title Matters***"). If Purchaser identifies any such New Title Matters and objects to such matters, then Purchaser shall deliver written notice to Seller within ten (10) business days after the date Purchaser receives the updated Title Commitment and Survey (such notice referred to herein as a "***Title Objection***"). If Purchaser does not timely issue a Title Objection, such matter shall be considered a Title Policy Exception. Seller shall have no obligation to cure or remove a Title Objection but Seller may, at its option, agree to cure or remove any Title Objection by giving Purchaser written notice within ten (10) business days after receipt of written notice of the Title Objection (the "***Objection Response Period***"), and Seller shall be obligated to cure or remove prior to Closing any Title Objections that Seller so agrees to cure or remove. If Seller does not agree to cure or remove such Title Objection or fails to respond to Purchaser's Title Objection within the Objection Response Period, then Purchaser may elect, in its sole discretion, by written notice to Seller within forty-five (45) days after the expiration of the Objection Response Period (a "***Cure Efforts Notice***"), to take such actions as may be available to Purchaser to cure such New Title Matter, whereupon Purchaser and Seller shall use diligent and good faith efforts and shall cooperate with one another in an attempt to cure such New Title Matter for a period of at least ninety (90) days and the Closing Date shall be extended for up ninety (90) days as may be necessary to permit Purchaser to attempt to cure such New Title Matter.

With respect to any New Title Matter that remains uncured by either Seller or Purchaser prior to the Closing Date, Purchaser shall have, as its sole and exclusive remedy, the right to either (a) only in the event (i) the New Title Matter would materially and adversely affect the Purchaser's intended use of the Property and, as determined by Purchaser in its sole reasonable discretion, was not created by Seller, or (ii) if the New Title Matter was created by Seller, terminate this Contract by giving Seller written notice of termination prior to the Closing Date, in which case this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be returned to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than any obligations that expressly survive the termination hereof, or (b) elect to allow such Title Objection to become a Title Policy Exception. If Purchaser elects to purchase the Property subject to the Title Objection as provided in clause (b) of the preceding sentence, the matter that is the subject of the Title Objection shall become a Title Policy Exception. Notwithstanding the foregoing, the failure of Purchaser to deliver written notice of the election described in this paragraph within three (3) business days prior to the Closing Date shall be deemed an election of option (b) in this paragraph.

(b) Property Condition. Purchaser and Seller hereby agree that the condition of certain elements of the Property as of the Effective Date is as set forth on the Property Condition Report attached hereto as **Exhibit "D"** (the "***Property Condition Report***"). From time to time prior to Closing, Purchaser shall have the right to inspect the Property in accordance with paragraph 5 above. If any such inspection shows a New Material Defect (as defined below), then Purchaser may object to such matter and Seller shall have the option of electing to either (i) remedy such condition prior to the Closing, or (ii) have the Purchase Price reduced pursuant to paragraph 2(c) above by an amount equal to the cost of remedying such New Material Defect. For purposes hereof, "***New Material Defect***" shall be defined as only either (i) the failure of some element of the Property expressly identified in the Property Condition Report to conform to the condition expressly described in the Property Condition Report (subject to ordinary wear and tear) and for which the cost to remedying such condition exceeds Fifty Thousand and No/100 Dollars ($50,000.00), or (ii) a condition that constitutes a Recognized Environmental Condition as defined in ASTM Standard E-1527-05 that is not identified in the Environmental Site Assessment prepared by ___ and dated as of _____, which has been delivered to the City prior to the Effective Date hereof. ***[RESERVED: Defining the process to determine whether the condition of an element is actually a New Material Defect in the event of a disagreement in that regard (i.e., the process for determining whether the condition of an element deteriorated beyond ordinary wear and tear)]***

(c) Permits. Purchaser's purchase of the Property is subject to Purchaser obtaining all permits and other approvals required for Purchaser's planned development of the Property for any use permitted within the "D" Zoning District as of the Effective Date (collectively, the "***Permits***"). If Purchaser determines prior to Closing, in Purchaser's reasonable and good faith discretion, that Purchaser will not be able to obtain the Permits, then Purchaser shall notify Seller in writing of such determination and (i) the Closing Date may be extended by up to ninety (90) days at the Seller's election and Purchaser and Seller shall use diligent and good faith efforts to confirm such Permits shall be available, or (ii) should Seller not make such an election, Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, and the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Notwithstanding the foregoing, should Seller elect to extend the Closing Date by up to ninety (90) days and Purchaser and Seller fail to obtain the Permits as set forth herein, Purchaser shall be entitled to terminate this Contract by written notice to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, and the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Seller shall join with Purchaser in executing any applications, plats, or related documents necessary to obtain the Permits.

9. Closing. The closing ("***Closing***") hereunder shall take place at the offices of the Title Company on a date ("***Closing Date***") agreed to by Purchaser and Seller which is on or before two hundred forty (240) days following the Tower Completion Date (as defined and as may be extended pursuant to the CDA), unless Purchaser terminates this Contract as set forth herein. If Purchaser and Seller fail to agree upon the Closing Date, then the Closing Date shall be on the two hundred fortieth (240th) day following the Tower Completion Date, as the same may be extended; provided, however, that the Closing Date shall be extended to permit Seller and Purchaser to have the full time periods for addressing any New Title Matters and Title Objections thereto, as set forth in paragraph 8 above.

10. Seller's Obligations at Closing. At the Closing, Seller shall furnish or deliver to Purchaser, at Seller's sole cost and expense, the following:

(a) Deed. The Deed conveying to Purchaser good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Title Policy Exceptions.

(b) Bill of Sale. Execute and deliver to Purchaser a bill of sale in the form attached hereto as **Exhibit "E"**;

(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Affidavit as to Debts, Liens and Possession. An affidavit certifying that there are no debts or liens affecting the Property, nor any rights of parties or tenants on possession, in a form reasonably acceptable to the Title Company.

(e) Evidence of Authority. Such evidence or other documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(f) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

11. Purchaser's Obligations at Closing. At the Closing, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

(a) Purchase Price. The Purchase Price, as may be reduced pursuant to paragraph 2(b) hereof.

(b) Evidence of Authority. Such evidence or other documents that may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

(a) Taxes and Closing Costs. The Property is currently exempt from ad valorem taxes under Texas Tax Code § 11.11. The parties also anticipate that the Property will remain eligible for such exemption until Closing when taxes for the year of the Closing will be calculated pursuant to Texas Tax Code § 26.10 such that there will be no ad valorem tax liability associated with any period prior to Closing. In such event, there shall be no proration of taxes at Closing. If, however, there any ad valorem taxes assessed against the Property that are attributable to the period prior to Closing for any reason whatsoever (including a change in law) or the conveyance of the Property to Purchaser triggers any rollback taxes or taxes attributable to periods prior to Closing, then Purchaser shall receive a credit on the closing statement equal to the amount of such taxes that are attributable to the period prior to Closing (if any).

Seller shall pay for the cost of the tax certificates, the cost of the premium of the Title Policy delivered to Purchaser, and one-half of the escrow fees charged by Title Company. Purchaser shall pay forany fees charged by Purchaser's lender, if any, any mortgagee title policy required in connection therewith, the premium for the "Shortages in Area" deletion, Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession, and one-half of the escrow fees charged by Title Company. Seller and Purchaser shall each be responsible for the fees and expenses of their respective attorneys.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, parking income, maintenance and service charges and all other normal operating charges of the Property shall be prorated as of the Closing Date; provided that Purchaser shall not be obligated for payments under any management, service or other contractual agreements or property agreements affecting the Property and the same shall be terminated prior to Closing unless Purchaser expressly elects to assume the same.

In the event any adjustments pursuant to this paragraph are determined to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) business days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the date of Closing. Nothing contained in this subparagraph shall prevent either party from disputing any claim made by the other party that an adjustment made at Closing was erroneous, so long as such claim is made within one (1) year following Closing.

13. Condemnation and Casualty.

(a) Condemnation. In the event of any eminent domain taking or the issuance of a notice of an eminent domain taking prior to Closing that (i) impacts any portion of the building located on the Property, (ii) adversely impacts access to or from the Property, or (iii) impacts ten percent (10%) or more of the area of the Land ((i), (ii) and (iii) referenced herein as "***Major Condemnations***"), Purchaser shall have the right to terminate this Contract by giving written notice of such termination to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be released to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder, other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Purchaser must exercise its termination right within thirty (30) days after its receipt of written notice from Seller (but in no event later than Closing) advising of such taking or proposed taking, which notice Seller hereby agrees to give promptly upon notice of such taking or proposed taking. With respect to any condemnation that is not a Major Condemnation, or if if Purchaser does not elect to terminate this Contract in the event of a Major Condemnation, Purchaser shall be obligated to consummate this transaction, subject to satisfaction of the conditions set forth herein, for the full Purchase Price (subject to the other provisions hereof) and Purchaser shall be entitled to receive all eminent domain awards and Seller shall assign to Purchaser at Closing Seller's rights to such awards. ***[RESERVED TO FINALIZE]***

(b) Casualty.

(i) Seller shall bear all risk of loss from damage or destruction to the Property by fire or other casualty (a "***Casualty***") prior to the Closing. Upon the occurrence of any Casualty prior to Closing, Seller shall provide Purchaser with written notice within two (2) business days following such Casualty and permit Purchaser to inspect the Property as soon as practicable. Within thirty (30) days following a Casualty, Seller and Purchaser shall attempt in good faith to determine the reasonable cost of repairing such Casualty. The date upon which Seller and Purchaser mutually determine the reasonable cost

of repairing a Casualty shall be referred to herein as the "***Cost Determination Date***." Any Casualty for which the cost of repair is less than fifty percent (50%) of the Purchase Price shall be deemed a "***Minor Casualty***" and any Casualty for which the cost of repair is fifty percent (50%) or greater of the Purchase Price shall be deemed a "***Major Casualty***."

(ii) In the event of a Minor Casualty that occurs prior to the Tower Completion Date (as defined and as may be extended pursuant to the CDA), Seller shall promptly restore and repair the Property to its condition prior to such Minor Casualty and complete such restoration prior to Closing; provided, that Closing shall be extended up to 90 days to allow for such repairs to be completed prior to the Closing. In the event of a Minor Casualty that occurs after the Tower Completion Date, Purchaser shall receive a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Minor Casualty , and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigned to Purchaser, unless Seller and Purchaser mutually agree that Seller shall fully repair and restore the Property prior to Closing to its condition prior to such Minor Casualty in lieu of Purchaser receiving such credit.

(iii) In the event of a Major Casualty, either Purchaser or Seller shall have the option of electing within fifteen (15) days following the Cost Determination Date of electing to terminate this Agreement, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be released to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder, other than Purchaser's indemnity of Seller as provided in paragraph 5 above.

(iv) In the event of a Major Casualty that occurs prior to the Tower Completion Date (as defined and as may be extended pursuant to the CDA), if neither Purchaser or Seller elects to terminate this Contract pursuant to paragraph 13(b)(iii) above within fifteen (15) days following the Cost Determination Date, then Seller shall make an election within thirty (30) days following the Cost Determination Date as to whether it will (a) fully repair and restore the Property prior to Closing to its condition prior to such Major Casualty, or (b) provide Purchaser at the Closing with a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Major Casualty, and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigned to Purchaser. If Seller does not make such election within fifteen (15) days, it shall be deemed to have elected option (b). If Seller elects option (a) under this paragraph 13(b)(iv), then Seller shall diligently and continuously pursue such repairs so as to complete them prior the Closing Date; *provided, however*, that the Closing Date shall be extended up to one hundred eighty (180) days to allow for such repairs to be completed prior to the Closing.

(v) In the event of a Major Casualty that occurs after the Tower Completion Date, if neither Purchaser or Seller elects to terminate this Contract pursuant to paragraph 13(b)(iii) above within fifteen (15) days following the Cost Determination Date, then Purchaser shall receive a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Major Casualty, and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigns to Purchaser.

14. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this paragraph 14. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmation copy sent by mail or courier, or by mail as a registered or certified item, return receipt requested. Notices

delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means shall be effective when received by the party to whom the same is addressed, and such notices shall be addressed as follows:

Seller:	City of San Antonio Attention: Sheryl Sculley, City Manager 100 Military Plaza, 1st Floor San Antonio, Texas 78205
With copies to:	City Clerk Attention: Leticia M. Vacek 100 Military Plaza, 2nd Floor San Antonio, Texas 78205
	City Attorney Attention: Martha G. Sepeda 100 Military Plaza, 3rd Floor San Antonio, Texas 78205
	Hornberger Fuller & Garza Incorporated Attn: Ty Hunter Sheehan 7373 Broadway, Suite 300 San Antonio, TX 78209
Purchaser:	Weston Urban, LLC Attn: Randy Smith 112 E. Pecan Street, Suite 100 San Antonio, Texas 78205
With a copy to:	Golden Steves Cohen & Gordon, LLP Attn: Stephen L. Golden 300 Convent Street, Suite 2600 San Antonio, TX 78205

15. Remedies. In the event that Seller fails to timely comply with all conditions, covenants and obligations it has hereunder, except due to a default by Purchaser, or if any of the conditions precedent of Purchaser's obligation to close contained herein are not satisfied, and such failure shall continue for thirty (30) days after Seller's receipt of written notice regarding such default, Seller shall be in default under this Contract and Purchaser shall be entitled, as its sole and exclusive remedies, to either (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser and the Deposited Deed shall be returned to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above, (ii) waive such conditions and proceed to Closing, or (iii) exercise any remedies that may be available to Purchaser under law or in equity.

In the event that Purchaser fails to timely comply with all conditions, covenants and obligations it has hereunder, except due to a default by Seller, and such failure shall continue for thirty (30) days after Purchaser's receipt of written notice regarding such default, then Seller shall have the right, as its sole and

exclusive remedy, to terminate this Contract and receive from the Title Company the Earnest Money deposited with the Title Company as liquidated damages. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller shall accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled. The foregoing limitations shall not apply to Purchaser's indemnity pursuant to paragraph 5 above.

16. DTPA WAIVER; WAIVER OF CONSUMER RIGHTS. PURCHASER ACKNOWLEDGES AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERMITTED SUCCESSORS OR ASSIGNS OF PURCHASER, THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DTPA"), IS NOT APPLICABLE TO THIS TRANSACTION. ACCORDINGLY, PURCHASER'S WAIVES ITS RIGHTS UNDER THE DTPA, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER. ALL RIGHTS AND REMEDIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, AND WITH RESPECT TO ALL ACTS OR PRACTICES OF THE SELLER, PAST, PRESENT OR FUTURE, IN CONNECTION WITH SUCH TRANSACTION, SHALL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR THE CLOSING.

17. Public Instrument. Purchaser acknowledges that this Agreement is 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.

18. Administrative Agreements. The Director of Capital Improvements Management Services ("***CIMS***") and the Assistant Director for Real Estate of CIMS may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults.

19. Extensions and Non-Material Amendments. The Director of Capital Improvement Management Services may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

20. Dispute Resolution.

(a) As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

(b) Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not

waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

(c) Mediation must be conducted in San Antonio, Bexar County, Texas.

(d) The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

(e) If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

(f) Mediator fees must be borne equally.

(g) The parties need not mediate before going to court to seek emergency injunctive relief.

21. Prohibited Interests in Contracts.

(a) 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 of the City would have a "prohibited financial interest" in this Contract if any of the following individual(s) or entities is a party to the Contract:

(i) a City officer or employee;

(ii) a City officer or employee's spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the business entity, or (b) 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 (a) a partner, or (b) a parent or subsidiary business entity.

(b) Purchaser warrants and certifies as follows:

(i) Neither Purchaser nor its officers are officers or employees of the City.

(ii) Purchaser shall tender to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

(c) Purchaser acknowledges that City's reliance on the above warranties and certifications is reasonable.

22. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, and venue shall be in Bexar County, Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "**successors and assigns**" shall include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. In the event it becomes necessary for either party to file a suit to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith except for the CDA and provided, further, that this Agreement is being executed pursuant to the CDA and is subject to termination pursuant to the terms thereof whereupon the Earnest Money and the Deposited Deed shall be disbursed as set forth under the CDA and the Deed Escrow Agreement. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

(f) Multiple Originals and Counterparts. Numerous copies of this Contract may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, both such counterparts shall have the full force and effect of an original executed instrument.

(g) Real Estate Commission. Each party hereby represents and warrants that it has not entered into any agreements which could give rise to a real estate commission being owed as a result of this Contract.

(h) Assignment. Purchaser may at its option and at any time during this Contract, assign this Contract, without the consent of Seller, to an Affiliate of Purchaser. Any other assignment shall require the written consent of Seller, not to be unreasonably withheld, conditioned or delayed. "***Affiliate***" for purposes hereof shall mean an entity or person who (a) is directly or indirectly controlling, controlled by, or under common control with Purchaser; or (b) owns directly or indirectly greater than thirty-five percent (35%) or more of the equity or voting interests of Purchaser; or (c) is a general partner, officer, director, non-financial institution trustee or fiduciary of Purchaser or of any entity or person described in (a) or (b). No assignment of this Agreement shall relieve Weston Urban from its obligations hereunder.

(i) Tax Deferred Exchange. At any time prior to Closing, Purchaser may elect to have the transaction contemplated hereunder consummated as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Seller agrees to execute such documents in connection with any such tax-deferred exchange as may be reasonably required and to otherwise reasonably cooperate with Purchaser to effectuate such exchange.

(j) Effective Date. All references in this Contract to the "**Effective Date**", the "date hereof", or the "date of this Contract" shall mean the date upon which the Title Company acknowledges receipt of this Contract as set forth below.

(k) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(l) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

(m) Memorandum of Contract. Prior the Effective Date of this Contract, Seller has executed the Memorandum of Real Estate Contract of Sale attached hereto as **Exhibit "F"** and the Title Company shall record such Memorandum in the Real Property Records of Bexar County within two (2) business days following the Effective Date hereof.

[Signature Page to Follow]

EXECUTED to be effective as of the Effective Date.

SELLER:

THE CITY OF SAN ANTONIO, TEXAS,
a home rule municipality

By: _____
Name: _____
Title: _____

PURCHASER:

WESTON URBAN, LLC,
a Texas limited liability company

By: _____
Name: Randal Smith
Title: Manager

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED:

TITLE COMPANY:

CHICAGO TITLE COMPANY

By: _____
Name: _____
Its: _____
Effective Date: _____

EXHIBIT "A"
THE LAND

EXHIBIT "B"
DEPOSITED DEED

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

STATE OF TEXAS }
}
COUNTY OF BEXAR }

DEED WITHOUT WARRANTY

Authorizing Ordinance: _____

Statutory Authority: _____

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: _____, a Texas _____

Grantee's Mailing Address: _____

Consideration: $10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: The land commonly known as _____, San Antonio, Bexar County, Texas and more fully described in Exhibit A attached hereto and incorporated herein verbatim for all purposes (the "**Land**"), together with any and all improvements situated on the Land (the "**Improvements**"), and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**"); provided, however, that the Additional Interests shall not include, and Seller specifically reserves, any of Seller's right, title and interest in easements, streets, rights-of-way, water rights, appurtenances, or other interests arising or acquired by Seller pursuant to its powers or

authorities as a municipal corporation or in relation to the activities of public utilities. The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the **"Property."**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, CONDITION, OR CHARACTER.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Exceptions to Conveyance and Warranty: All presently recorded and validly existing instruments that affect the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed
Name:_____

Title:_____

Date:_____

Approved As To Form:

By:_____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

EXHIBIT "C"
SCHEDULE B FROM TITLE COMMITMENT

EXHIBIT "D"
PROPERTY CONDITION FORM

[TO BE ATTACHED]

EXHIBIT "E"
BILL OF SALE

BILL OF SALE AND ASSIGNMENT

STATE OF TEXAS	§
	§
COUNTY OF BEXAR	§

The CITY OF SAN ANTONIO, a Texas home rule municipality ("***Seller***"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Purchaser, does hereby sell, assign and transfer to WESTON URBAN, LLC, a Texas limited liability company ("***Purchaser***"), all of Seller's right, title and interest, if any, in and to the following described property (collectively, the "***Personal Property***"):

> All tangible personal property and fixtures owned by Seller and located on or attached to or used in connection with the real property described on Exhibit "A" attached to this Bill of Sale and Assignment (the "***Land***") or the improvements situated thereon (the "***Improvements***"; the Land and the Improvements being collectively referred to as the "Real ***Property***").

IT IS UNDERSTOOD AND AGREED THAT THIS SALE IS MADE "AS-IS, WHERE IS" AND WITH ALL FAULTS. All warranties, express or implied, are hereby disclaimed.

TO HAVE AND TO HOLD the Personal Property unto said Purchaser, its successors and assigns forever.

[Signature Page to Follow]

EXECUTED to be effective the ___ day of _____ 20__.

City of San Antonio, a Texas home rule municipality

By:_____

Printed
Name:_____

Title:_____

Date:_____

Approved As To Form:

By:_____
City Attorney

EXHIBIT "F"
MEMORANDUM OF REAL ESTATE CONTRACT OF SALE

MEMORANDUM OF REAL ESTATE CONTRACT OF SALE

THE STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR	§	

This **MEMORANDUM OF REAL ESTATE CONTRACT OF SALE** (this "Memorandum") is made effective the ____ day of _____ 2015 by and among the City of San Antonio, a Texas home-rule municipality ("***Seller***"), and Weston Urban, LLC, a Texas limited liability company ("***Purchaser***").

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, and in further consideration of the mutual covenants of Seller and Purchaser pursuant to the terms, provisions and conditions of that certain Real Estate Contract of Sale by and among Seller and Purchaser dated of even date herewith (as amended, the "***Contract***") with respect to that certain tract of land totaling approximately 40,700 square feet located in San Antonio, Bexar County, Texas legally described in **Exhibit "A"** attached hereto (the "***Property***"), copies of which are in the possession of each of the parties hereto, and other good and valuable consideration the receipt of which is hereby mutually acknowledged, the parties have agreed as follows:

1. Right to Purchase. Pursuant to the terms, provisions and conditions of the Contract, Seller has granted to Purchaser the exclusive right to purchase the Property so long as the Contract remains in effect between Seller and Purchaser ("***Contract Period***"). The provisions of the Contract are incorporated herein by this reference; initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contract.

2. No Encumbrances. Seller hereby covenants and agrees that during the Contract Period, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property other than the Permitted Exceptions (as defined in the Contract) (any and all such matters referenced herein as an "***Encumbrance***"), without promptly discharging the same prior to Closing. The foregoing covenants shall be binding on Seller during the Contract Period. During the Contract Period, Purchaser's consent shall be required in order to make any Encumbrance binding upon the Property and any attempt to create such an Encumbrance without Purchaser's consent shall be void.

3. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Contract. In the event of any inconsistency between the provisions of this Memorandum and the Contract, the provisions of the Contract shall prevail.

4. Miscellaneous. Seller and Purchaser have executed this Memorandum on the dates indicated in their acknowledgments below to be effective as of the date first set forth above.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[Signatures of Seller and Purchaser follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this **MEMORANDUM OF CONTRACT OF SALE** as the date and year first written above.

SELLER:

THE CITY OF SAN ANTONIO, TEXAS,
a home rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the ____ day of _____, 2015, by _____, the _____ of the City of San Antonio, a Texas home rule municipality on behalf of said home rule municipality.

_____
NOTARY PUBLIC, in and for
THE STATE OF TEXAS

PURCHASER:

WESTON URBAN, LLC,
a Texas limited liability company

By: WESTON URBAN GP, LLC,
a Texas limited liability company
Its Manager

By: _____
Name: Randal C. Smith
Title: Manager

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by Randal Smith, the Manager of WESTON URBAN GP, LLC, a Texas limited liability company, as manager of Weston Urban, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, in and for
THE STATE OF TEXAS

EXHIBIT "A"
Legal Description

EXHIBIT C

REAL ESTATE CONTRACT OF SALE

THIS REAL ESTATE CONTRACT OF SALE ("***Contract***") is entered into by and between the City of San Antonio, a Texas home-rule municipality ("***Seller***"), and Weston Urban, LLC, a Texas limited liability company ("***Purchaser***"), pursuant to that certain Comprehensive Development Agreement by and among Seller, Purchaser and Frost Bank dated effective as of June 29, 2015 (the "***CDA***"); all terms not otherwise defined herein shall have the meaning ascribed to them in the CDA.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the promises, undertakings, and mutual covenants of the parties herein set forth, and subject to the terms and conditions hereof, Seller hereby agrees to sell and Purchaser hereby agrees to purchase and pay for all that certain property hereinafter described in accordance with the following terms and conditions:

1. Property. The property to be conveyed by Seller to Purchaser, at Closing, shall be comprised of the following:

That certain tract of land totaling approximately 12,461 square feet located in San Antonio, Bexar County, Texas (the "***Land***"), being more particularly depicted and described on **Exhibit "A"** attached hereto and made a part hereof, together with any and all improvements situated on the Land (the "***Improvements***"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "***Additional Interests***").

The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the "***Property***."

2. Purchase Price. The purchase price ("***Purchase Price***") to be paid by Purchaser to Seller for the Property shall be Three Hundred Ninety-Two Thousand Four Hundred Thirty-Two and No/100 Dollars $392,432.00as may be reduced pursuant to paragraph 2(b) below. The Purchase Price shall be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing.

3. Earnest Money; Independent Consideration; Deposited Deed.

(a) Earnest Money. Within two (2) business days following the Effective Date, Purchaser shall deposit with Chicago Title Company, 270 N. 1604 East, Suite 115, San Antonio, Texas 78232, Attn: Doug Becker; Telephone: 210-482-3564 (E-mail: doug.becker@ctt.com) ("***Title Company***") the sum of Fifty Thousand and No/100 Dollars ($50,000.00) as earnest money hereunder (the "***Earnest Money***").

(b) Deposit of Earnest Money. The Earnest Money shall be deposited by Title Company in an interest-bearing account, with the interest earned thereon to be credited to Purchaser and to constitute a part of the Earnest Money for purposes hereof. The entire Earnest Money shall be applied towards the Purchase Price at Closing, or shall be otherwise held and disbursed by the Title Company as provided herein and under that certain Deed Escrow Agreement attached to the CDA and incorporated herein by reference (the "***Deed Escrow Agreement***").

(c) Independent Consideration. As independent consideration for the rights granted to Purchaser hereunder, Purchaser has paid to Seller the sum of One Hundred and No/100 Dollars ($100.00), the receipt and sufficiency of which are hereby acknowledged. The independent consideration is non-refundable and shall not be applied against the Purchase Price.

(d) Deposited Deed. On the Effective Date, Seller has deposited with the Title Company a fully executed and recordable deed without warranty reflecting the conveyance of the Property from the Seller to the Purchaser in the form set forth on **Exhibit "B"** attached hereto (the "***Deposited Deed***") to secure Seller's obligations hereunder. The Title Company shall hold the Deposited Deed and the same shall be released and recorded by the Title Company as provided herein and under the Deed Escrow Agreement.

4. Prior Due Diligence.

(a) Title Commitment and Survey. Prior to the Effective Date hereof, Purchaser has obtained that certain title commitment issued on April 8, 2015 by Chicago Title Insurance Company (the "***Title Commitment***"), setting forth the status of title of the Property and showing all liens, claims, encumbrances, conditions, restrictions, easements, rights of way, encroachments and all other matters of record in Bexar County, Texas. Prior to the Effective Date hereof, Purchaser has also obtained a current survey of the Property certified to Seller, Purchaser and Title Company that substantially complies with the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey (the "***Survey***").

(b) Title Policy Exceptions. All matters shown under Schedule B of the Title Commitment (attached hereto as **Exhibit "C"**) and on the Survey shall be considered "***Title Policy Exceptions***" under this Contract. Notwithstanding the foregoing, under no circumstances shall Purchaser be required to object to any liens reflected in the Title Commitment or other matters shown on Schedule "C" thereto, all of which (except for the lien or liens for taxes not yet due and payable) shall be released or satisfied by Seller at its expense prior to Closing.

(c) Documents. Prior to the Effective Date hereof, Seller has delivered to Purchaser, or alternatively were made available to Purchaser, copies of all documents in Seller's possession pertaining to the development, ownership, or operation of the Property (collectively, the "***Documents***"), including but not limited to, any existing survey of the Property; soils reports; feasibility studies; environmental reports, studies, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; utility information pertaining to the Property; engineering studies. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO PURCHASER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, PURCHASER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, PURCHASER SHALL RELY ONLY ON PURCHASER'S OWN INSPECTION OF THE PROPERTY.

5. Inspections. Prior to the Effective Date hereof, Purchaser has had an opportunity to inspect the condition of the Property and to perform such other investigations as Purchaser may desire in its sole discretion. Until the Closing or earlier termination of this Contract, Purchaser and its duly authorized agents or representatives shall be entitled to enter upon the Property at all reasonable times during the term of the Contract in order to conduct engineering studies, environmental studies, soil tests, and any other

inspections and/or tests that Purchaser may deem necessary or advisable. Purchaser shall indemnify, defend and hold Seller and its employees and agents harmless from and against any and all demands, claims losses, costs and/or expenses that may be incurred by Seller as a result of any such inspections and/or tests or Purchaser's presence on the Property, except for existing conditions on the Property not caused by Purchaser or by the gross negligence or willful misconduct of Seller, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser shall repair any damage to the Property caused by Purchaser, its agents or representatives. Purchaser must notify Seller twenty-four (24) hours in advance of Purchaser's plans to conduct tests and Seller has a right to be present during such tests. If the Property is altered because of Purchaser's inspections and Purchaser terminates this Contract, Purchaser must reasonably return the Property to substantially its pre-inspection condition. If Purchaser terminates this Contract (except due to a Seller default), then Purchaser shall deliver to Seller copies of all inspection reports obtained by Purchaser regarding the condition of the Property from third-party consultants or contractors excluding any confidential or proprietary information; provided, however, that Seller acknowledges and agrees that Purchaser makes (either now or when delivered) no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of such reports. Purchaser must abide by any other reasonable entry rules imposed by Seller so long as Purchaser is informed in writing of such reasonable entry rules.

Purchaser must deliver evidence to Seller that Purchaser, or third parties retained by Purchaser to inspect the Property, have insurance for its proposed inspection activities, in the following amounts and coverages:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Explosion, Collapse, Underground g. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. h. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

6. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to close the purchase of the Property under this Agreement shall be subject to and conditional upon the fulfillment of the conditions set forth below in this paragraph 6 and Seller shall be in default under this Contract if any of the following conditions are not satisfied on the Closing Date or any of such conditions are breached

prior the Closing Date and Seller fails to cure such breach within thirty (30) days following the Seller receipt from Purchaser of written notice of such breach:

(a) No Further Encumbrance. From the date of execution of this Contract through the date of Closing, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Title Policy Exceptions) without promptly discharging the same prior to Closing.

(b) No Actions. On the date of Closing, there shall be no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller that affect the Property or which otherwise affect any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(c) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby has been duly authorized, and shall not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement, instrument, obligation or judgment, to which Seller is a party or by which the Property or any portion thereof is bound.

(d) Continued Maintenance. From the date of execution of this Contract through the date of Closing, Seller shall continue to maintain the Property in its present condition subject to ordinary wear and tear.

(e) Leases. From the date of execution of this Contract through the date of Closing, Seller will not enter into any lease of any portion of the Property that will affect the Property as of the Closing Date.

(f) No Agreements. From the date of execution of this Contract through the date of Closing, Seller will not enter into any oral or written agreements affecting the Property that will be binding on Purchaser or the Property after Closing.

(g) Compliance with Laws. From the date of execution of this Contract through the date of Closing, the Property shall comply with all applicable laws and ordinances, and the then present maintenance, operation and use of the Property shall not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property.

(h) Environmental. From the date of execution of this Contract through the date of Closing, there shall be no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "***Pollutants***") on or in the Property except in accordance with relevant law, and Seller shall comply with all applicable local, state or federal environmental laws and regulations with respect to the Property.

(i) Condemnation. From the date of execution of this Contract through the date of Closing, there shall be no pending or threatened condemnation or similar proceedings affecting the Property.

(j) Title Policy. Purchaser will be able to obtain an Owner's Policy of Title Insurance (the "***Title Policy***") issued by the Title Company, on the standard form in use in the State of Texas, insuring

good and indefeasible fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Title Policy Exceptions, and the standard printed exceptions therein.

(k) Incentives. From the date of execution of this Contract through the date of Closing, the Economic Development Agreement shall remain in full force and effect.

7. **Disclaimer regarding Representations and Warranties of Seller.** **PURCHASER ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND PURCHASER AGREES THAT, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THE DEPOSITED DEED, NEITHER SELLER NOR ANY OF SELLER'S EMPLOYEES, OFFICERS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THIS AGREEMENT OR THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. PURCHASER SPECIFICALLY AGREES AND ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (a) OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, (b) REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, (c) REGARDING THE PAST OR PRESENT COMPLIANCE BY SELLER OF LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, PRESENCE OF ASBESTOS OR LEAD BASED PAINT AT THE PROPERTY, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS, OR (d) THE COMPLIANCE OF THE PROPERTY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 OR THE TEXAS ARCHITECTURAL BARRIERS ACT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECT OR OTHER PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, FUNGI, MOLD OR MILDEW) WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE OF TEXAS OR ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS MATERIAL WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE PROPERTY AND ANY AND ALL OTHER**

ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS WHATSOEVER REGARDING THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE AND OF WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE OF SELLER.

8. Pre-Closing Due Diligence.

(a) New Title Matters. From time to time prior to Closing, Purchaser shall have the right to obtain an update of the Title Commitment and Survey to determine whether any additional title encumbrances or exceptions (other than the Title Policy Exceptions) affect the Property, or whether any existing Title Policy Exceptions have been amended, modified or terminated (such new matters or revisions to existing exceptions referred to herein as "***New Title Matters***"). If Purchaser identifies any such New Title Matters and objects to such matters, then Purchaser shall deliver written notice to Seller within ten (10) business days after the date Purchaser receives the updated Title Commitment and Survey (such notice referred to herein as a "***Title Objection***"). If Purchaser does not timely issue a Title Objection, such matter shall be considered a Title Policy Exception. Seller shall have no obligation to cure or remove a Title Objection but Seller may, at its option, agree to cure or remove any Title Objection by giving Purchaser written notice within ten (10) business days after receipt of written notice of the Title Objection (the "***Objection Response Period***"), and Seller shall be obligated to cure or remove prior to Closing any Title Objections that Seller so agrees to cure or remove. If Seller does not agree to cure or remove such Title Objection or fails to respond to Purchaser's Title Objection within the Objection Response Period, then Purchaser may elect, in its sole discretion, by written notice to Seller within forty-five (45) days after the expiration of the Objection Response Period (a "***Cure Efforts Notice***"), to take such actions as may be available to Purchaser to cure such New Title Matter, whereupon Purchaser and Seller shall use diligent and good faith efforts and shall cooperate with one another in an attempt to cure such New Title Matter for a period of at least ninety (90) days and the Closing Date shall be extended for up ninety (90) days as may be necessary to permit Purchaser to attempt to cure such New Title Matter.

With respect to any New Title Matter that remains uncured by either Seller or Purchaser prior to the Closing Date, Purchaser shall have, as its sole and exclusive remedy, the right to either (a) only in the event (i) the New Title Matter would materially and adversely affect the Purchaser's intended use of the Property and, as determined by Purchaser in its sole reasonable discretion, was not created by Seller, or (ii) if the New Title Matter was created by Seller, terminate this Contract by giving Seller written notice of termination prior to the Closing Date, in which case this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be returned to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than any obligations that expressly survive the termination hereof, or (b) elect to allow such Title Objection to become a Title Policy Exception. If Purchaser elects to purchase the Property subject to the Title Objection as provided in clause (b) of the preceding sentence, the matter that is the subject of the Title Objection shall become a Title Policy Exception. Notwithstanding the foregoing, the failure of Purchaser to deliver written notice of the election described in this paragraph within three (3) business days prior to the Closing Date shall be deemed an election of option (b) in this paragraph.

(b) Permits. Purchaser's purchase of the Property is subject to Purchaser obtaining all permits and other approvals required for Purchaser's planned development of the Property for any use permitted within the "D" Zoning District as of the Effective Date (collectively, the "***Permits***"). If Purchaser determines prior to Closing, in Purchaser's reasonable and good faith discretion, that Purchaser will not be able to obtain the Permits, then Purchaser shall notify Seller in writing of such determination and (i) the

Closing Date may be extended by up to ninety (90) days at the Seller's election and Purchaser and Seller shall use diligent and good faith efforts to confirm such Permits shall be available, or (ii) should Seller not make such an election, Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, and the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Notwithstanding the foregoing, should Seller elect to extend the Closing Date by up to ninety (90) days and Purchaser and Seller fail to obtain the Permits as set forth herein, Purchaser shall be entitled to terminate this Contract by written notice to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, and the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Seller shall join with Purchaser in executing any applications, plats, or related documents necessary to obtain the Permits.

9. Closing. The closing ("***Closing***") hereunder shall take place at the offices of the Title Company on a date ("***Closing Date***") agreed to by Purchaser and Seller which is on or before two hundred forty (240) days following the Tower Completion Date (as defined and as may be extended pursuant to the CDA), unless Purchaser terminates this Contract as set forth herein. If Purchaser and Seller fail to agree upon the Closing Date, then the Closing Date shall be on the two hundred fortieth (240th) day following the Tower Completion Date, as the same may be extended; provided, however, that the Closing Date shall be extended to permit Seller and Purchaser to have the full time periods for addressing any New Title Matters and Title Objections thereto, as set forth in paragraph 8 above.

10. Seller's Obligations at Closing. At the Closing, Seller shall furnish or deliver to Purchaser, at Seller's sole cost and expense, the following:

(a) Deed. The Deed conveying to Purchaser good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Title Policy Exceptions.

(b) Bill of Sale. Execute and deliver to Purchaser a bill of sale in the form attached hereto as **Exhibit "E"**;

(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Affidavit as to Debts, Liens and Possession. An affidavit certifying that there are no debts or liens affecting the Property, nor any rights of parties or tenants on possession, in a form reasonably acceptable to the Title Company.

(e) Evidence of Authority. Such evidence or other documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(f) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

11. Purchaser's Obligations at Closing. At the Closing, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

(a) Purchase Price. The Purchase Price, as may be reduced pursuant to paragraph 2(b) hereof.

(b) Evidence of Authority. Such evidence or other documents that may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

(a) Taxes and Closing Costs. The Property is currently exempt from ad valorem taxes under Texas Tax Code § 11.11. The parties also anticipate that the Property will remain eligible for such exemption until Closing when taxes for the year of the Closing will be calculated pursuant to Texas Tax Code § 26.10 such that there will be no ad valorem tax liability associated with any period prior to Closing. In such event, there shall be no proration of taxes at Closing. If, however, there any ad valorem taxes assessed against the Property that are attributable to the period prior to Closing for any reason whatsoever (including a change in law) or the conveyance of the Property to Purchaser triggers any rollback taxes or taxes attributable to periods prior to Closing, then Purchaser shall receive a credit on the closing statement equal to the amount of such taxes that are attributable to the period prior to Closing (if any).

Seller shall pay for the cost of the tax certificates, the cost of the premium of the Title Policy delivered to Purchaser, and one-half of the escrow fees charged by Title Company. Purchaser shall pay for any fees charged by Purchaser's lender, if any, any mortgagee title policy required in connection therewith, the premium for the "Shortages in Area" deletion, Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession, and one-half of the escrow fees charged by Title Company. Seller and Purchaser shall each be responsible for the fees and expenses of their respective attorneys.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, parking income, maintenance and service charges and all other normal operating charges of the Property shall be prorated as of the Closing Date; provided that Purchaser shall not be obligated for payments under any management, service or other contractual agreements or property agreements affecting the Property and the same shall be terminated prior to Closing unless Purchaser expressly elects to assume the same.

In the event any adjustments pursuant to this paragraph are determined to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) business days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the date of Closing. Nothing contained in this subparagraph shall prevent either party from disputing any claim made by the other party that an adjustment made at Closing was erroneous, so long as such claim is made within one (1) year following Closing.

13. Condemnation and Casualty.

(a) Condemnation. In the event of any eminent domain taking or the issuance of a notice of an eminent domain taking prior to Closing that (i) adversely impacts access to or from the Property, or (ii) impacts ten percent (10%) or more of the area of the Land ((i) and (ii) referenced herein as "***Major Condemnations***"), Purchaser shall have the right to terminate this Contract by giving written notice of such termination to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be released to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder, other than Purchaser's indemnity of Seller as provided in paragraph 5 above. Purchaser must exercise its termination right within thirty (30) days after its receipt of written notice from Seller (but in no event later than Closing) advising of such taking or proposed taking, which notice Seller hereby agrees to give promptly upon notice of such taking or proposed taking. With respect to any condemnation that is not a Major Condemnation, or if if Purchaser does not elect to terminate this Contract in the event of a Major Condemnation, Purchaser shall be obligated to consummate this transaction, subject to satisfaction of the conditions set forth herein, for the full Purchase Price (subject to the other provisions hereof) and Purchaser shall be entitled to receive all eminent domain awards and Seller shall assign to Purchaser at Closing Seller's rights to such awards.

(b) Casualty.

(i) Seller shall bear all risk of loss from damage or destruction to the Property by fire or other casualty (a "***Casualty***") prior to the Closing. Upon the occurrence of any Casualty prior to Closing, Seller shall provide Purchaser with written notice within two (2) business days following such Casualty and permit Purchaser to inspect the Property as soon as practicable. Within thirty (30) days following a Casualty, Seller and Purchaser shall attempt in good faith to determine the reasonable cost of repairing such Casualty. The date upon which Seller and Purchaser mutually determine the reasonable cost of repairing a Casualty shall be referred to herein as the "***Cost Determination Date***." Any Casualty for which the cost of repair is less than fifty percent (50%) of the Purchase Price shall be deemed a "***Minor Casualty***" and any Casualty for which the cost of repair is fifty percent (50%) or greater of the Purchase Price shall be deemed a "***Major Casualty***."

(ii) In the event of a Minor Casualty that occurs prior to the Tower Completion Date (as defined and as may be extended pursuant to the CDA), Seller shall promptly restore and repair the Property to its condition prior to such Minor Casualty and complete such restoration prior to Closing; provided, that Closing shall be extended up to 90 days to allow for such repairs to be completed prior to the Closing. In the event of a Minor Casualty that occurs after the Tower Completion Date, Purchaser shall receive a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Minor Casualty , and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigned to Purchaser, unless Seller and Purchaser mutually agree that Seller shall fully repair and restore the Property prior to Closing to its condition prior to such Minor Casualty in lieu of Purchaser receiving such credit.

(iii) In the event of a Major Casualty, either Purchaser or Seller shall have the option of electing within fifteen (15) days following the Cost Determination Date of electing to terminate this Agreement, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser, the Deposited Deed shall be released to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder, other than Purchaser's indemnity of Seller as provided in paragraph 5 above.

(iv) In the event of a Major Casualty that occurs prior to the Tower Completion Date (as defined and as may be extended pursuant to the CDA), if neither Purchaser or Seller elects to terminate this Contract pursuant to paragraph 13(b)(iii) above within fifteen (15) days following the Cost Determination Date, then Seller shall make an election within thirty (30) days following the Cost Determination Date as to whether it will (a) fully repair and restore the Property prior to Closing to its condition prior to such Major Casualty, or (b) provide Purchaser at the Closing with a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Major Casualty, and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigned to Purchaser. If Seller does not make such election within fifteen (15) days, it shall be deemed to have elected option (b). If Seller elects option (a) under this paragraph 13(b)(iv), then Seller shall diligently and continuously pursue such repairs so as to complete them prior the Closing Date; *provided, however*, that the Closing Date shall be extended up to one hundred eighty (180) days to allow for such repairs to be completed prior to the Closing.

(v) In the event of a Major Casualty that occurs after the Tower Completion Date, if neither Purchaser or Seller elects to terminate this Contract pursuant to paragraph 13(b)(iii) above within fifteen (15) days following the Cost Determination Date, then Purchaser shall receive a credit against the Purchase Price in a sum equal to the difference between (i) the cost of repairing and restoring the Property to its condition prior to such Major Casualty, and (ii) the sum of any and all insurance proceeds that Seller has available for immediate disbursement upon the Closing Date and assigns to Purchaser.

14. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this paragraph 14. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmation copy sent by mail or courier, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means shall be effective when received by the party to whom the same is addressed, and such notices shall be addressed as follows:

Seller:

City of San Antonio
Attention: Sheryl Sculley, City Manager
100 Military Plaza, 1st Floor
San Antonio, Texas 78205

With copies to:

City Clerk
Attention: Leticia M. Vacek
100 Military Plaza, 2nd Floor
San Antonio, Texas 78205

City Attorney
Attention: Martha G. Sepeda
100 Military Plaza, 3rd Floor
San Antonio, Texas 78205

Hornberger Fuller & Garza Incorporated
Attn: Ty Hunter Sheehan
7373 Broadway, Suite 300

San Antonio, TX 78209

Purchaser: Weston Urban, LLC
Attn: Randy Smith
112 E. Pecan Street, Suite 100
San Antonio, Texas 78205

With a copy to: Golden Steves Cohen & Gordon, LLP
Attn: Stephen L. Golden
300 Convent Street, Suite 2600
San Antonio, TX 78205

15. Remedies. In the event that Seller fails to timely comply with all conditions, covenants and obligations it has hereunder, except due to a default by Purchaser, or if any of the conditions precedent of Purchaser's obligation to close contained herein are not satisfied, and such failure shall continue for thirty (30) days after Seller's receipt of written notice regarding such default, Seller shall be in default under this Contract and Purchaser shall be entitled, as its sole and exclusive remedies, to either (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract shall be terminated, Seller shall retain the Independent Consideration, the Earnest Money shall be refunded to Purchaser and the Deposited Deed shall be returned to Seller, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in paragraph 5 above, (ii) waive such conditions and proceed to Closing, or (iii) exercise any remedies that may be available to Purchaser under law or in equity.

In the event that Purchaser fails to timely comply with all conditions, covenants and obligations it has hereunder, except due to a default by Seller, and such failure shall continue for thirty (30) days after Purchaser's receipt of written notice regarding such default, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Contract and receive from the Title Company the Earnest Money deposited with the Title Company as liquidated damages. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller shall accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled. The foregoing limitations shall not apply to Purchaser's indemnity pursuant to paragraph 5 above.

16. DTPA WAIVER; WAIVER OF CONSUMER RIGHTS. PURCHASER ACKNOWLEDGES AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERMITTED SUCCESSORS OR ASSIGNS OF PURCHASER, THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DTPA"), IS NOT APPLICABLE TO THIS TRANSACTION. ACCORDINGLY, PURCHASER'S WAIVES ITS RIGHTS UNDER THE DTPA, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER. ALL RIGHTS AND REMEDIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, AND WITH RESPECT TO ALL ACTS OR PRACTICES OF THE SELLER, PAST, PRESENT OR FUTURE, IN CONNECTION WITH SUCH TRANSACTION, SHALL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR THE CLOSING.

17. Public Instrument. Purchaser acknowledges that this Agreement is 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.

18. Administrative Agreements. The Director of Capital Improvements Management Services ("***CIMS***") and the Assistant Director for Real Estate of CIMS may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults.

19. Extensions and Non-Material Amendments. The Director of Capital Improvement Management Services may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

20. Dispute Resolution.

(a) As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

(b) Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

(c) Mediation must be conducted in San Antonio, Bexar County, Texas.

(d) The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

(e) If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

(f) Mediator fees must be borne equally.

(g) The parties need not mediate before going to court to seek emergency injunctive relief.

21. Prohibited Interests in Contracts.

(a) 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 of the City would have a "prohibited financial interest" in this Contract if any of the following individual(s) or entities is a party to the Contract:

(i) a City officer or employee;

(ii) a City officer or employee's spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the business entity, or (b) 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 (a) a partner, or (b) a parent or subsidiary business entity.

(b) Purchaser warrants and certifies as follows:

(i) Neither Purchaser nor its officers are officers or employees of the City.

(ii) Purchaser shall tender to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

(c) Purchaser acknowledges that City's reliance on the above warranties and certifications is reasonable.

22. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, and venue shall be in Bexar County, Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "**successors and assigns**" shall include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. In the event it becomes necessary for either party to file a suit to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith except for the CDA and provided, further, that this Agreement is being executed pursuant to the CDA and is subject to termination pursuant to the terms thereof whereupon the Earnest Money and the Deposited Deed shall be disbursed as set forth under the CDA and the Deed Escrow Agreement. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

(f) Multiple Originals and Counterparts. Numerous copies of this Contract may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, both such counterparts shall have the full force and effect of an original executed instrument.

(g) Real Estate Commission. Each party hereby represents and warrants that it has not entered into any agreements which could give rise to a real estate commission being owed as a result of this Contract.

(h) Assignment. Purchaser may at its option and at any time during this Contract, assign this Contract, without the consent of Seller, to an Affiliate of Purchaser. Any other assignment shall require the written consent of Seller, not to be unreasonably withheld, conditioned or delayed. "***Affiliate***" for purposes hereof shall mean an entity or person who (a) is directly or indirectly controlling, controlled by, or under common control with Purchaser; or (b) owns directly or indirectly greater than thirty-five percent (35%) or more of the equity or voting interests of Purchaser; or (c) is a general partner, officer, director, non-financial institution trustee or fiduciary of Purchaser or of any entity or person described in (a) or (b). No assignment of this Agreement shall relieve Weston Urban from its obligations hereunder.

(i) Tax Deferred Exchange. At any time prior to Closing, Purchaser may elect to have the transaction contemplated hereunder consummated as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Seller agrees to execute such documents in connection with any such tax-deferred exchange as may be reasonably required and to otherwise reasonably cooperate with Purchaser to effectuate such exchange.

(j) Effective Date. All references in this Contract to the "**Effective Date**", the "date hereof", or the "date of this Contract" shall mean the date upon which the Title Company acknowledges receipt of this Contract as set forth below.

(k) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(l) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

(m) Memorandum of Contract. Prior the Effective Date of this Contract, Seller has executed the Memorandum of Real Estate Contract of Sale attached hereto as **Exhibit "F"** and the Title Company shall record such Memorandum in the Real Property Records of Bexar County within two (2) business days following the Effective Date hereof.

[Signature Page to Follow]

EXECUTED to be effective as of the Effective Date.

SELLER:

THE CITY OF SAN ANTONIO, TEXAS,
a home rule municipality

By: _____
Name: _____
Title: _____

PURCHASER:

WESTON URBAN, LLC,
a Texas limited liability company

By: _____
Name: Randal Smith
Title: Manager

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED:

TITLE COMPANY:

CHICAGO TITLE COMPANY

By: _____
Name: _____
Its: _____
Effective Date: _____

EXHIBIT "A"
THE LAND

EXHIBIT "B"
DEPOSITED DEED

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

STATE OF TEXAS }
}
COUNTY OF BEXAR }

DEED WITHOUT WARRANTY

Authorizing Ordinance: _____

Statutory Authority: _____

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: _____, a Texas _____

Grantee's Mailing Address: _____

Consideration: $10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: The land commonly known as _____, San Antonio, Bexar County, Texas and more fully described in Exhibit A attached hereto and incorporated herein verbatim for all purposes (the "**Land**"), together with any and all improvements situated on the Land (the **"Improvements"**), and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the **"Additional Interests"**); provided, however, that the Additional Interests shall not include, and Seller specifically reserves, any of Seller's right, title and interest in easements, streets, rights-of-way, water rights, appurtenances, or other interests arising or acquired by Seller pursuant to its powers or

authorities as a municipal corporation or in relation to the activities of public utilities. The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the **"Property."**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, CONDITION, OR CHARACTER.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Exceptions to Conveyance and Warranty: All presently recorded and validly existing instruments that affect the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed
Name:_____

Title:_____

Date:_____

Approved As To Form:

By:_____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

EXHIBIT "C"
SCHEDULE B FROM TITLE COMMITMENT

EXHIBIT "D"
OMITTED

EXHIBIT "E"
BILL OF SALE

BILL OF SALE AND ASSIGNMENT

STATE OF TEXAS	§
	§
COUNTY OF BEXAR	§

The CITY OF SAN ANTONIO, a Texas home rule municipality ("***Seller***"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Purchaser, does hereby sell, assign and transfer to WESTON URBAN, LLC, a Texas limited liability company ("***Purchaser***"), all of Seller's right, title and interest, if any, in and to the following described property (collectively, the "***Personal Property***"):

> All tangible personal property and fixtures owned by Seller and located on or attached to or used in connection with the real property described on Exhibit "A" attached to this Bill of Sale and Assignment (the "***Land***") or the improvements situated thereon (the "***Improvements***"; the Land and the Improvements being collectively referred to as the "Real ***Property***").

IT IS UNDERSTOOD AND AGREED THAT THIS SALE IS MADE "AS-IS, WHERE IS" AND WITH ALL FAULTS. All warranties, express or implied, are hereby disclaimed.

TO HAVE AND TO HOLD the Personal Property unto said Purchaser, its successors and assigns forever.

[Signature Page to Follow]

EXECUTED to be effective the ___ day of _____ 20__.

City of San Antonio, a Texas home rule municipality

By:_____

Printed
Name:_____

Title:_____

Date:_____

Approved As To Form:

By:_____
City Attorney

EXHIBIT "F"
MEMORANDUM OF REAL ESTATE CONTRACT OF SALE

MEMORANDUM OF REAL ESTATE CONTRACT OF SALE

THE STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR	§	

This **MEMORANDUM OF REAL ESTATE CONTRACT OF SALE** (this "Memorandum") is made effective the ____ day of _____ 2015 by and among the City of San Antonio, a Texas home-rule municipality ("***Seller***"), and Weston Urban, LLC, a Texas limited liability company ("***Purchaser***").

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, and in further consideration of the mutual covenants of Seller and Purchaser pursuant to the terms, provisions and conditions of that certain Real Estate Contract of Sale by and among Seller and Purchaser dated of even date herewith (as amended, the "***Contract***") with respect to that certain tract of land totaling approximately 12,461 square feet located in San Antonio, Bexar County, Texas legally described in **Exhibit "A"** attached hereto (the "***Property***"), copies of which are in the possession of each of the parties hereto, and other good and valuable consideration the receipt of which is hereby mutually acknowledged, the parties have agreed as follows:

1. Right to Purchase. Pursuant to the terms, provisions and conditions of the Contract, Seller has granted to Purchaser the exclusive right to purchase the Property so long as the Contract remains in effect between Seller and Purchaser ("***Contract Period***"). The provisions of the Contract are incorporated herein by this reference; initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contract.

2. No Encumbrances. Seller hereby covenants and agrees that during the Contract Period, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property other than the Permitted Exceptions (as defined in the Contract) (any and all such matters referenced herein as an "***Encumbrance***"), without promptly discharging the same prior to Closing. The foregoing covenants shall be binding on Seller during the Contract Period. During the Contract Period, Purchaser's consent shall be required in order to make any Encumbrance binding upon the Property and any attempt to create such an Encumbrance without Purchaser's consent shall be void.

3. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Contract. In the event of any inconsistency between the provisions of this Memorandum and the Contract, the provisions of the Contract shall prevail.

4. Miscellaneous. Seller and Purchaser have executed this Memorandum on the dates indicated in their acknowledgments below to be effective as of the date first set forth above.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[Signatures of Seller and Purchaser follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this **MEMORANDUM OF CONTRACT OF SALE** as the date and year first written above.

SELLER:

THE CITY OF SAN ANTONIO, TEXAS,
a home rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the ____ day of _____, 2015, by _____, the _____ of the City of San Antonio, a Texas home rule municipality on behalf of said home rule municipality.

_____
NOTARY PUBLIC, in and for
THE STATE OF TEXAS

PURCHASER:

WESTON URBAN, LLC,
a Texas limited liability company

By: WESTON URBAN GP, LLC,
a Texas limited liability company
Its Manager

By: _____
Name: Randal C. Smith
Title: Manager

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by Randal Smith, the Manager of WESTON URBAN GP, LLC, a Texas limited liability company, as manager of Weston Urban, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, in and for
THE STATE OF TEXAS

EXHIBIT "A"
Legal Description