GENERAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF TRAVIS	§	

A-S 93 SH 130-SH 45, L.P., a Texas limited partnership ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, hereinafter set forth and described, has GIVEN, GRANTED, TRANSFERRED and CONVEYED, and by these presents does hereby GIVE, GRANT, TRANSFER and CONVEY, unto CITY OF PFLUGERVILLE, TEXAS, a home-rule municipality ("Grantee"), those certain Lots situated in Travis County, Texas, being more particularly described as Lot 24, Block 6 and Lot 23, Block 7, STONE HILL TOWN CENTER, SECTION 2, PHASE 1, AMENDING PLAT NO. 1, according to the map or plat thereof recorded as Document No. 201200040 of the Official Public Records of Travis County, Texas, (the "Property").

This conveyance is made and accepted subject and subordinate to (i) those matters affecting the state of title to the Property attached hereto as <u>Exhibit "A"</u>, and all zoning, building and other laws, regulations and ordinances of any and all municipal, governmental and quasi governmental bodies and agencies having jurisdiction over the Property or any part thereof.

Grantee shall be responsible for all maintenance and repair of the Property and all improvements located thereon, notwithstanding anything contained to the contrary in any other agreement or document affecting the Property, including, without limitation, that certain Amending Plat of Stone Hill Town Center, Section Two, Phase One, recorded as Document No. 201200040 in the Official Records of Real Property or Travis County, Texas.

TO HAVE AND TO HOLD the Property, together with all improvements thereon and all rights and appurtenances pertaining thereto, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, personal representatives, successors and assigns to WARRANT and FOREVER DEFEND the Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[signatures appear on following page]

EXECUTED as of the	day of	, 2013.
		<u>GRANTOR</u> :
		A-S 93 SH 130-SH 45, L.P., a Texas limited partnership
		By: A-S 93, L.C., a Texas limited liability company, its General Partner
		By: Name:
		Title: Manager
STATE OF TEXAS	§ §	
COUNTY OF HARRIS	§ §	
said limited partnership.	arther of 71-5 75	SH 130-SH 45, L.P., a Texas limited partnership, on behalf of Notary Public, State of Texas GRANTEE:
		<u>GRANTEE</u> :
		CITY OF PFLUGERVILLE, TEXAS, a home-rule municipality
		By: Name: Title:
STATE OF TEXAS	§ §	
COUNTY OF TRAVIS	§	
This instrument	was acknowle	edged before me on
municipality, on behalf or	f said home-rule r	nunicipality.
		Notary Public. State of Texas

CONSENT AND PARTIAL RELEASE OF LIENHOLDER

AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Amegy"), as administrative agent ("Agent") for the Lenders as defined in the instruments listed below (collectively, the "Security Instruments"), COMERICA BANK, a Texas banking association ("Comerica") and Amegy (individually and collectively, "Lender"), of a loan (the "Loan") to A-S 93 SH 130-SH 45, L.P., a Texas limited partnership ("Borrower"), evidenced by, among others, the loan documents described below:

- A. Borrower has executed and delivered to Agent (a) a Promissory Note dated May 16, 2007 in the original principal amount of \$91,678,000.00 executed by Borrower, payable to the order of Amegy, which promissory note was (in continuance and not in cancellation of the indebtedness evidenced thereby) replaced by (i) a Promissory Note dated May 23, 2007 in the original principal amount of \$30,000,000.00 executed by Borrower, payable to the order of WELLS FARGO BANK, NATIONAL ASSOCIATION, successor-by-merger to Wachovia Bank, National Association ("Wells Fargo") and (ii) a Promissory Note dated May 23, 2007 in the original principal amount of \$61,678,000.00 executed by Borrower, payable to the order of Amegy (such notes and all other notes given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, collectively, the "Note"), (b) a Deed of Trust, Security Agreement-Financing Statement (as amended, restated, modified or supplemented, the "Security Instrument") dated May 16, 2007 from Borrower to George M. Marshall, Trustee, securing the payment of the Loan and the Note, covering the real property more particularly described on the legal description attached thereto and certain personal property described therein (collectively, the "Mortgaged Property"), recorded as Clerk's File No. 2007090035 in the Official Public Records of Real Property of Travis County, Texas (the "Records") and (c) an Assignment of Leases and Rents (the "Assignment") dated of even date with the Security Instrument from Borrower to Lender, recorded as Clerk's File No. 2007090037 in the Records, reference being here made to the Security Instrument, the Assignment and the Modification Agreement, and the record thereof for all purposes (the foregoing documents, the Loan Agreement, the Guaranty, the Modification Agreement (defined below), the Assumption Agreement (each defined below) and all other documents executed by Borrower and/or any other party or parties evidencing or securing or otherwise in connection with the loan evidenced by the Note and the Loan Agreement, collectively the "Loan Documents").
- B. The Loan Documents were modified as set forth in (i) the Extension and Modification Agreement dated May 16, 2009, among Borrower, Guarantor, Agent and Lender, recorded as Clerk's File No. 2009129455 in the Records and (ii) the Second Extension and Modification Agreement dated August 14, 2009, among Borrower, Guarantor, Agent and Lender, notice of which was recorded as Clerk's File No. 2010005298 in the Records, (iii) the Third Modification Agreement dated March 28, 2011, 2009, among Borrower, Guarantor, Agent and Lender, and (iv) (iii) the Fourth Modification and Extension Agreement among Borrower, Guarantor, Agent and Lender.

Agent, being the legal owner and holder (on behalf of said Lenders) of the ABOVE DESCRIBED Security Instruments covering the property described as Lot 24, Block 6 and Lot 23, Block 7, STONE HILL TOWN CENTER, SECTION 2, PHASE 1, AMENDING PLAT NO. 1, according to the map or plat thereof recorded as Document No. 201200040 of the Official Public Records of Travis County, Texas, in Exhibit "A" which is attached hereto (the "Released Property"), which Released Property is a part of the property covered by the Security Instruments; FOR AND IN CONSIDERATION of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby RELEASE, RELINQUISH, QUITCLAIM and DISCHARGE the Released Property from any and all rights, titles, liens and interests held by Agent (on behalf of said Lenders), including, without limitation, the liens and security interests created by the Security Instruments and any liens and security interests resulting from any indebtedness of Borrower pursuant to the Loan, and Agent does further declare and acknowledge that the Released Property is and shall be free and clear of the liens and security interests created by the Security Instruments and any and all other liens and security interests held by the Agent (on behalf of said Lenders) securing the payment of any indebtedness of the Borrower to the Agent (on behalf of said Lenders); provided, however, it is expressly understood and agreed that this is a partial release only and that the foregoing release shall in no way release, impair, or affect said liens or security interests against any property (other than the Released Property) described in or created by the Security Instruments, or in any other documents or instruments evidencing and/or securing any indebtedness of Borrower to the Agent or Lenders, which liens and security interests shall remain in full force and effect.

2012

EVECUTED

EXECUTED	, 2013	•
		AGENT:
		AMEGY BANK NATIONAL ASSOCIATION, a national banking association
		By:
		Name:
		Title:
THE STATE OF TEXAS	§	
	§ § §	
COUNTY OF HARRIS	§	
This instrument was	acknowledged l	before me on, 2013, by
A CCOCIATION a national	hanking associa	of AMEGY BANK NATIONAL ation, on behalf of said national banking association.
ASSOCIATION, a national	Danking associa	ition, on benan of said national banking association.
		Notary Public in and for the State of Texas

Exhibit A Permitted Exceptions

- 1. The terms, conditions and stipulations set out in that certain Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for Stone Hill Town Center dated April 11, 2008, recorded under Document No. 2008059468 of the Official Public Records of Travis County, Texas, and Document No(s). 2010112285, 2007230685, 2010083659, 2011160862, 201100162 and 201200040 of the Official Public Records of Travis County, Texas.
- 2. Electric transmission and distribution line easement grated to Texas Power & Light Company, by instrument dated September 17, 1936, recorded in Volume 551, Page 136 of the Deed Records of Travis County, Texas.
- 3. Channel easement grated to State of Texas, by instrument dated April 13, 1953, recorded in Volume 1340, Page 21 of the Deed Records of Travis County, Texas.
- 4. The terms, conditions and stipulations set out in that certain Operation and Easement Agreement dated April 11, 2008, recorded under Document No. 2008059470 and amended under Document No. 2010174381, both of the Official Public Records of Travis County, Texas, by and between Target Corporation and A-S 93 SH 130-SH 45, L.P.
- 5. The terms, conditions and stipulations of that certain Lease Agreement dated September 24, 2007, executed by and between A-S 93 SH 130-SH 45, L.P., as Lessor and Best Buy Stores, L.P., as Lessee, evidenced by Memorandum of Lease recorded under Document No. 2007230685 of the Official Public Records of Travis County, Texas.
- 6. Management Certificate recorded under Document No. 2011000891 of the Official Public Records of Travis County, Texas.
- 7. The terms, conditions and stipulations of that certain Lease Agreement dated September 3, 2010, executed by and between A-S 93 SH 130-SH 45, L.P., as Lessor and St. David's Healthcare Partnership, L.P., LLP, as Lessee, evidenced by Subordination, Nondisturbance and Attornment Agreements recorded under Document No(s). 2011033365. 2011033368 and 2011033369 of the Official Public Records of Travis County, Texas.
- 8. Terms, conditions and provisions of that certain Memorandum of Exclusive and Right of First Refusal dated September 3, 2010, recorded under Document No. 2011055655 of the Official Public Records of Travis County, Texas. Said instrument grants the tenant a right of first refusal to purchase the 60.6420 acre tract, as described therein.
- 9. Terms, conditions and provisions of that certain Stormwater Acceptance, Roadway Dedication, Release of Settlement Agreement dated August 8, 2011, recorded under Document No. 2011116061 of the Official Public Records of Travis County, Texas.
- 10. Any and all easements and building setback lines shown on Plat recorded under Document No. 201100162, Official Public Records of Travis County, Texas.