

EXECUTED as of the ____ day of _____, 2013.

GRANTOR:

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 §

This instrument was acknowledged before me on _____, 2013, by _____, as Manager of A-S 93, L.C., a Texas limited liability company, in its capacity as the general partner of A-S 93 SH 130-SH 45, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

GRANTEE:

CITY OF PFLUGERVILLE, TEXAS,
a home-rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2013, by _____, the _____ of the City of Pflugerville, Texas, a home-rule municipality, on behalf of said home-rule municipality.

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.

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 before me on _____, 2013, by _____, _____ of AMEGY BANK NATIONAL ASSOCIATION, a national banking association, on behalf 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.