Alamo Title Co. GF # 4041000654

ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS

This Assignment and Assumption of Rights and Obligations (this "Assignment") is executed by and between LONE STAR CAPITAL BANK, N.A. ("Assignor") and HLH DEVELOPMENTS, LP, a Texas limited partnership ("Assignee").

RECITALS

A. Assignor is the owner of that certain real property described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

B. Concurrently herewith, Assignor has conveyed or will convey to Assignee the Property, by two General Warranty Deeds dated June 7, 2012.

C. The Property is subject to those certain Declaration of Covenants, Conditions and Restrictions Lakeview Ranch Subdivision dated August 1, 2008 and filed of record in Document No. 20080169803 of the Official Public Records of Bexar County, Texas, attached hereto and made a part hereof for all purposes (the "Declarations") wherein STUART ROAD 73.4, LLC is the "Declarant".

D. STUART ROAD 73.4, LLC assigned its rights and obligations under the Declarations to Assignor by virtue of the Assignment and Assumption of Rights and Obligations dated effective December 29, 2010 by and between STUART ROAD 73.4, LLC and Assignor, and filed of record in Document No. 20120058971 of the Official Public Records of Bexar County, Texas.

E. Except to the extent expressly reserved by Assignor in this Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume, all of Assignor's rights, title, interests, duties and obligations, in, to and under the Declarations, to the extent the same relate to and affect the Property.

ASSIGNMENT AND AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby GRANT, SELL, SET OVER, TRANSFER, ASSIGN and CONVEY to Assignee, its successors and assigns, without recourse or warranty, all of Assignor's rights, title, interests, powers, privileges, benefits, duties and obligations, in, to and under the Declarations, including, without limitation, all of Assignor's rights as "Declarant" therein. The foregoing assignment is hereby made, to the extent and only to the extent such rights, title, interests, powers, privileges, benefits, duties and obligations relate to the Property or any portion thereof. Assignee hereby assumes and agrees to perform and discharge all duties and obligations of Assignor under and with respect to the Declarations, whether such duties and obligations accrue or arise prior to, on, or after the date hereof.

2. Other Documents. Assignor and Assignee each agree to execute any and all other documents and instruments with are reasonably necessary to effectuate the assignment to Assignee in accordance with the terms of this Assignment.

3. No Representations or Warranties. Assignor makes, and Assignee accepts, the assignment and transfer set forth herein, without representations or warranties of any kind or nature, express or implied, regarding the Declarations and Assignor's rights, title, interests, duties and obligations thereunder and with respect thereto.

4. Survival of Provisions. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Captions. The captions of sections in this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

6. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located and the laws of the Unites States of America applicable to transactions in such State.

7. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

EXECUTED this 1 day of June, 2012.

ASSIGNOR:

LONE STAR CAPITAL BANK, N.A.

By: _____

Name: MATT LANGFORD

Title: SVP

ASSIGNEE:

HLH DEVELOPMENTS, LP, a Texas limited partnership

By its General Partner: _____

By: _____

Name: Harry Hausman

Title: Pres.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

On June 13, 2012, before me personally appeared Matt Langford, the Senior Vice President of Lone Star Capital Bank, N.A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

PAUL R. TREVINO
MY COMMISSION EXPIRES
August 8, 2012

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

On 4-22, 2012, before me personally appeared Harry Haeusman, Pres. of S HLH DEVELOPMENTS, LP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

HLH DEVELOPMENTS, LP, a Texas limited partnership
14855 Blanco Road, Suite 203
San Antonio, Texas 78213

EXHIBIT "A"

PROPERTY

METES AND BOUNDS
DESCRIPTION OF

EXHIBIT "A"

A 73.486 ACRE (3,201,031 SQUARE FEET) OUT OF THE EDWARD BROWN SURVEY NO. 120 AND THE FERNANDO RUIZ SURVEY NO. 121, BEING A PORTION OF THOSE TRACTS AS CONVEYED IN VOLUME 6627, PAGE 692, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN A CLOCKWISE MANNER AS FOLLOWS;

BEGINNING: At a found concrete monument at the northwest end of the cutback line of the south right-of-way line of Bernhardt Road and its intersection with the westerly right-of-way line of Stuart Road (a 60 foot Public right-of-way);

THENCE: S 61°19'21" E, 67.79 feet, along and with said cutback line, to a set 1/2 " iron rod and cap "MBC";

THENCE: S 16°40'09" E, 1080.39 feet, along and with said westerly line of Stuart Road, to a set 1/2 " iron rod and cap "MBC" at the point of curvature of a curve to the left;

THENCE: 158.14 feet, continuing along said Stuart Road right-of-way line and said curve, having a central angle of 00°47'19", a radius of 11,489.16 feet, a chord bearing S 17°03'50" E and a chord distance of 158.13 feet to a set 1/2 " iron rod and cap "MBC";

THENCE: S 17°27'29" E, 881.89 feet, continuing along and with said right-of-way line of Stuart Road, to a set 1/2 " iron rod and cap "MBC" at the point of curvature of a curve to the right;

THENCE: 213.00 feet, continuing along and with said right-of-way line of Stuart Road and said curve, having a central angle of 01°04'04", a radius of 11,429.16 feet, a chord bearing of S 16°55'27" E, 212.99 feet to a set 1/2 " iron rod and cap "MBC";

THENCE: S 16°23'25" E, 921.25 feet, continuing along and with said Stuart Road right-of-way line, to a found Texas Highway Department right-of-way monument and at the northernmost corner of the cutback line of the westerly right-of-way line of Stuart Road and its intersection with the northerly right-of-way line of F.M. Loop 1604;

THENCE: S 07°45'52" W, 71.63 feet, along and with said cutback line, to a set 1/2 " iron rod and cap "MBC";

THENCE: S 73°37'12" W, 999.39 feet to a found 3/4 " iron rod;

THENCE: N 16°19'38" W, 801.77 feet to a found 3/4 " iron rod;

THENCE: S 74°03'24" W, 61.15 feet to a found 3/4 " iron rod;

THENCE: N 14°53'50" W, 1730.08 feet to a found 3/4 " iron rod;

THENCE: N 50°26'41" E, 415.53 feet to a found 3/4 " iron rod;

THENCE: N 13°10'13" W, 674.15 feet to a found 3/4 " iron rod in the south right-of-way line of the aforementioned Bernhardt Road;

THENCE: N 73°40'39" E, 550.58 feet, along and with the south right-of-way line of said Bernhardt Road, to the POINT OF BEGINNING of the herein described tract.

EXHIBIT "A"

SAVE AND EXCEPT THAT PROPERTY DESCRIBED AS:

LOT 14, BLOCK 5, LAKEVIEW RANCH SUBDIVISION, UNIT 1, SITUATED IN BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9594, PAGE 50-51, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

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07/03/2012 2:26PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees $36.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
07/03/2012 2:26PM
COUNTY CLERK, BEXAR COUNTY TEXAS

