

LEASE AGREEMENT

by and between

CITY OF AUSTIN

(Landlord)

and

FILM SOCIETY OF AUSTIN, INC.

(Tenant)

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the CITY OF AUSTIN, a Texas home rule city and municipal corporation ("Landlord") and the FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation, doing business as The Austin Film Society ("Tenant") effective as of the 22 day of July, 2009 (the "Commencement Date").

RECITALS:

A. Pursuant to that certain Lease and Management Agreement (the "Original Lease") dated October 31, 2000 between Landlord and Tenant, Tenant occupies and operates that portion of the former Robert Mueller Municipal Airport ("Mueller") adjacent to 51st Street shown on Exhibit "A" attached hereto and incorporated herein (the "Premises") as a studio complex for multi-media productions and for educational and job training purposes associated therewith, as more particularly proved in Section 4(a) below. Because the Premises has been reconfigured prior to the date hereof in connection with the development of Mueller, the description of the Premises attached hereto as Exhibit "A" differs from the description of the Premises attached to the Original Lease.

B. Landlord and Tenant have agreed to enter into this Lease, which will supersede, replace, amend and restate the Original Lease, in order, among other matters, to extend the time for Tenant to use the Premises and to provide for the reconfiguration of the Premises for compatibility with the contemplated redevelopment of Mueller as set forth in the Master Development Agreement dated December 2, 2004 (as modified or amended, "MDA") between Landlord and Catellus Austin, LLC (including any subsequent developer under the MDA, "Master Developer"), all as more fully set forth herein. Such contemplated redevelopment pursuant to the MDA is sometimes referred to herein as the "Master Plan."

C. Landlord is entering into this Lease for the public purpose of development and diversification of the state and local economy, elimination of underemployment or unemployment, and the development or expansion of commerce, in general, and specifically, encouraging growth of the local film industry, and promoting the City of Austin as a favorable venue in which to make motion pictures and television shows and Tenant is entering into this Lease to assist the Landlord in accomplishing these public purposes which lessen the burdens of government of the City of Austin.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, Landlord and Tenant enter into this Lease and agree as follows:

1. LEASE OF PROPERTY.

(a) Premises. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises; TO HAVE AND TO HOLD the Premises, together with all and singular the rights, privileges and appurtenances thereto attaching or in any wise belonging, unto Tenant, its successors and permitted assigns (as provided herein), for the Term of this Lease, and subject to:

(i) all covenants, agreements, terms, provisions, reservations and limitations of this Lease,

(ii) as and where specified in the following documents: (A) the MDA, (B) the City of Austin Ordinance No. 040826-61 adopted by the City of Austin in August 2004, (C) the Mueller Master Community Covenant dated December 2, 2004 recorded as Document Number 2004238007 of the Official Records of Travis County, Texas (as modified or amended, "**Mueller Master Community Covenant**") and (D) the Mueller Design Book November 2004, recorded as Document Number 2005193821 of the Official Records of Travis County, Texas, as amended by Section 4.4 restatement of a portion of the Design Guidelines attached hereto as Exhibit I which will be recorded in the Official Records of Travis County, Texas (as modified or amended, the "**Design Guidelines**") (collectively, as modified or amended, the "**Private Restrictions**"), and

(iii) all applicable governmental laws, rules, regulations, ordinances and building codes (collectively with the Private Restrictions, the "**Applicable Laws**").

(b) Quiet Enjoyment. Landlord covenants that Tenant, so long as Tenant is performing and observing the covenants and agreements herein required to be performed by Tenant, shall peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term, and may exercise all of its rights hereunder, subject to the provisions of this Lease, and the Applicable Laws.

(c) Zoning Changes. Except as provided below, Landlord agrees, in its capacity as the owner of the Premises, not to file an application to rezone the Premises in a way that directly affects the Premises without the prior written consent of Tenant; provided however, Tenant's consent shall not be required (i) if a Tenant Default then exists, (ii) for a change in generally applicable zoning regulations not specific to the Premises, or (iii) for a rezoning that results in neither a material and adverse change to the current zoning applicable specifically to the Premises nor a material increase the Tenant's financial obligations (other than those financial obligations incurred/anticipated in connection with actions taken that are contemplated by or consistent with the Private Restrictions). If required, Tenant's consent to any zoning change will not be unreasonably conditioned, delayed or withheld.

(d) Private Restrictions. Except as provided below, Landlord will not initiate or consent to any modification, amendment or supplement of the Private Restrictions (to the extent Landlord has the authority to initiate or consent to such modification or amendment of the Private Restrictions) in a way that directly affects the Premises without the prior written consent of Tenant; provided however, Tenant's consent shall not be required (i) if a Tenant Default then exists, (ii) for a modification, amendment or supplement in the generally applicable Private Restrictions of Mueller not specific to the Premises, or (iii) for a modification, amendment or supplement that results in neither a material and adverse change to the Private Restrictions applicable specifically to the Premises nor a material increase the Tenant's financial obligations. If required, Tenant's

consent to any modification, amendment or supplement of the Private Restrictions change will not be unreasonably conditioned, delayed or withheld.

2. **TERM.** This Lease shall commence on the Commencement Date and unless sooner terminated as provided herein shall continue in effect until December 31, 2042 (the "**Term**") (i.e., a 30 year lease term commencing upon the anticipated completion of the reconfiguration of the Premises as set forth in Section 14(c)). Upon the expiration or termination of this Lease, Tenant shall peaceably quit, deliver up and surrender the Premises, in good order, repair and condition, subject to reasonable wear and tear. At the expiration or termination of the Term, Tenant shall peaceably surrender to Landlord the Premises broom clean and in good condition, reasonable wear and tear and damage from casualty excepted. Tenant shall remove all goods, equipment or material owned by Tenant on the Premises; subject, however, to any valid lien that Landlord may have thereon for unpaid Rent, fees or charges. Upon such expiration, Landlord may, without further notice, enter upon, reenter, possess and repossess itself of the Premises by summary proceedings, ejectment or otherwise, and may have, hold and enjoy the Premises and all rental and other income therefrom, free of any claim by Tenant with respect thereto. If Tenant does not surrender possession of the Premises at the end of the Term, such action shall not extend the Term, Tenant shall be a tenant at sufferance, and during such time of occupancy Tenant shall pay to Landlord, as damages, an amount equal to 150% of the then current fair market value rental for the Premises, as reasonably determined by Landlord.

3. **RENT, TAXES, UTILITIES AND OTHER CHARGES.**

(a) **Rent.** On the Commencement Date and on each anniversary thereafter throughout the Term, Tenant shall pay Landlord annual rent for the Premises in advance without notice or demand ("**Rent**"). The Rent shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per year. No event or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent or entitle Tenant to an abatement or offset of Rent; and Tenant waives any rights now or hereafter available at law or in equity to any abatement, diminution, reduction, offset or suspension of Rent for any reason.

(b) **Taxes.** Tenant will take all reasonable steps to maintain the exemption of the Premises from ad valorem taxes as provided in the Texas Tax Code. However, in the event the Premises or Tenant's use of the Premises results in any ad valorem, use, occupancy or occupation taxes, excises, levies, assessments, other charges by any public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind (collectively "**Taxes**"), being assessed, levied or imposed from and after the Commencement Date by any public or quasi-public authority upon or with respect to (i) the Premises or any part thereof; (ii) any improvements on the Premises, or (iii) the rent and income received by or for the account of Tenant from any subleases or for any use or occupation of the Premises, Tenant shall pay such Taxes as and when they become due. Tenant shall deliver to Landlord evidence of timely payment of all Taxes, if any, which may become due.

(c) Tax Contest. Tenant may, at Tenant's expense, in good faith through appropriate proceedings contest the validity or amount of any Tax for which Tenant is responsible, in which event the payment thereof may be deferred, as permitted by law, during the pendency of such contest, if diligently prosecuted. Nothing herein contained, however, shall be construed to allow any Tax to remain unpaid for such length of time as would permit the Premises, or any part thereof, to be sold or seized by any governmental authority for the nonpayment of the same. If at any time, in Landlord's reasonable judgment, it shall become necessary to do so, Landlord may, after written notice to Tenant, under protest if so requested by Tenant, pay such amount of the Taxes as may be required to prevent a sale or seizure of the Premises or foreclosure of any lien created thereon by such item. The amount so paid by Landlord shall be promptly paid on demand by Tenant to Landlord, and, if not so paid, such amount shall be a debt of Tenant to Landlord, together with interest thereon at a rate per annum equal to the maximum applicable non-usurious rate, or if there is no applicable non-usurious rate or such rate is unlimited, eighteen percent (18%) per annum (the "**Contract Rate**") from the date advanced until paid. Tenant shall promptly furnish Landlord with copies of all proceedings and documents with regard to any tax contest and Landlord may, at its expense, participate therein.

(d) Utilities. Tenant shall pay or cause to be paid all charges for gas, electricity, light, heat, air conditioning, power, cable television, telephone and other communication services, and all other utilities and similar services rendered or supplied to the Premises, and all water and sewer charges, trash collection charges and other similar charges levied or charged against or with respect to the use of the Premises. Utility accounts for the Premises shall be in the name of Tenant.

(e) Net Lease. Except as expressly set forth herein, Landlord shall not be required to make any expenditure, incur any obligation or incur any liability of any kind in connection with this Lease or the financing, ownership, development, construction, maintenance, operation or repair of the Premises, it being intended that this Lease be a completely net lease which assures Landlord the Rent herein reserved on an absolute net basis.

4. USE OF THE PREMISES.

(a) Use of Premises. The Premises shall be used only as a studio complex for (i) the production of films, television programs, commercials and multi-media productions, (ii) educational, literary and job-training purposes associated with such production, (iii) other accessory uses associated with such production (e.g. sound stages, screening rooms, prop-shops, production offices and related office and technical uses), but only to the extent that an "accessory use" (or future subsequent similar designation) is allowed as an accessory use under the City of Austin Land Development Code (or future subsequent similar code) for the other primary uses allowed under (i) and (ii) of this paragraph above, and (iv) promotion of associated education development through loans or scholarships (the "**Permitted Use**"), and for no other purpose or use without the prior written consent of Landlord, which Landlord may grant or withhold in its sole and absolute discretion; provided however, with respect to any event held on the Premises,

(x) Tenant must cause all service providers, whether paid or volunteer, to obtain all appropriate and necessary insurance coverage and permits and provide the Landlord with a copy, (xi) ADA compliant portable toilets will need to be provided by Tenant for the event, (xii) as the Premises has not been approved for public events, Tenant is responsible for making arrangements with the Austin Fire Department and Building Code personnel to ensure compliance with all applicable occupancy, fire and other building code requirements, (xiii) as access to the other areas at Mueller is strictly prohibited, Tenant must take all appropriate measures to insure the safety and security of patrons and event workers, (xiv) Tenant must provide the Landlord with a transportation plan (A.P.D., A.F.D., E.M.S.) to avoid event related traffic congestion along 51st Street, and (xv) Tenant must ensure that its liability insurance coverage required by this Lease extends to any liability arising out of the serving of alcoholic beverages on the Premises.

(b) Compliance with Law. Tenant shall comply with the Applicable Laws and will not use the Premises, or permit the Premises to be used, for the production of pornographic media of any kind including motion or still pictures or videos.

(c) MCC Annexation Notice. The Premises will be made subject to the Mueller Master Community Covenant and the Design Guidelines by execution and recordation of the MCC Annexation Notice substantially in the form attached hereto as **Exhibit "B"** at such time as determined by Landlord with written notice to Tenant.

(d) Non-Disturbance. Tenant shall operate the Premises in a manner that shall minimize disturbance to persons living in neighborhoods adjacent to the Premises. Tenant acknowledges that the foregoing may require Tenant to implement a notification system regarding unusual Tenant activities and curtail certain activities such as filming at night.

5. TENANT'S GENERAL COVENANTS.

(a) Maintenance and Repairs. Tenant, at Tenant's sole expense, shall take good care of the Premises, including, without limitation, the buildings, hangars, fixtures, parking lots, driveways, gates, fences and staging areas, and shall make or cause to be made all repairs thereto and replacements thereof which are necessary to maintain and keep the Premises in good order, repair and condition at all times. Subject to normal wear and tear, Tenant will not cause or permit any waste, damages, disfigurement or injury to or upon the Premises or any part thereof. Tenant shall keep the Premises clean and free of all trash and debris. Tenant shall mow and maintain the grass and landscaping within the Premises. Tenant shall cause the HVAC systems in the Premises serviced regularly by a licensed professional and shall provide Landlord with copies of the inspection and repair reports. Landlord, in its capacity as the owner of the Premises, is not obligated to provide any service or perform any maintenance to the Premises.

(b) Insurance. Tenant shall, at its cost and expense, throughout the Term of this Lease obtain and maintain in full force and effect the policies of insurance described on **Exhibit "C"** attached hereto and incorporated herein with respect to the Premises (including the East and West Screening Walls and the South Screening Wall which shall

also name the applicable Mueller property owner's associations and the Master Developer as additional insureds with respect to the liability insurance policies on such walls). Insurance provided by Tenant shall be primary coverage for all losses. Tenant shall require all subtenants who use or occupy the Premises by, through or under Tenant, to provide similar insurance covering their activities at the Premises.

(c) Management. Tenant shall operate and manage the Premises throughout the Term of this Lease which includes, but is not limited to, the following:

(i) Tenant shall identify individuals and companies in the film, television, multimedia and related industries ("Users") to enter into short-term and long-term sublease agreements to use the Premises for the Permitted Use.

(ii) Tenant shall develop guidelines for the terms and conditions under which the Users will use and occupy the facilities in the Premises, including use and occupancy rates ("Use Guidelines"). The Use Guidelines shall be consistent with the terms of this Lease. Tenant shall revise and update the Use Guidelines as needed. Tenant shall provide Landlord with a copy of the original Use Guidelines, and any amendments or revisions thereto.

(iii) Tenant shall negotiate the terms and conditions under which the Users will use and occupy the Premises, in accordance with the Use Guidelines. Tenant may negotiate with the Users concerning the construction of various Improvements by the Users in lieu of all or part of the cash rental payments, all of which Improvements must be built in compliance with this Lease and Applicable Laws.

(d) Use of Sublease Rentals. Tenant shall use the rentals and other proceeds of subleases from the Premises solely for purposes in furtherance of the Permitted Use, including, but not limited to, (i) the costs to operate and maintain the Premises, (ii) taxes, utilities and insurance, (iii) funding capital improvement projects on the Premises, (iv) the costs of general marketing and promotion of the Premises as a means of expanding the production of films, television programs, commercials and multi-media productions and providing educational and job-training opportunities in connection therewith and (v) the reasonable and actual costs incurred by Tenant under Section 5(a) hereof, and Tenant will provide Landlord evidence thereof as reasonably requested by Landlord.

(e) Economic Development Program. Tenant acknowledges that the Rent is nominal. In lieu of fair market rental, Tenant agrees to provide the following services to Landlord:

(i) Operate and manage the Premises in accordance with the terms of this Lease.

(ii) Conduct programs to enhance the economic growth and development of the City of Austin through supporting and creating growth of the local film industry, and promoting the City of Austin as a favorable venue in which to make motion pictures, television shows, commercials, multimedia

presentations and other productions, and for educational and job-training purposes associated therewith.

(iii) Provide timely reports to Landlord as required under this Lease.

Satisfaction of the completion of such services will be measured by the following (collectively, the "**Performance Criteria**"):

(iv) Number of motion pictures, television shows, commercials, and other productions made using the Premises.

(v) Production budget for motion pictures, television shows, commercials, and other productions made using the Premises.

(vi) Number of persons employed by subtenants and other Users of the Premises, including total annual payroll.

(vii) Number of jobs created as a result of the use of the Premises.

(viii) Dollar value of economic growth increase as a result of the use of the Premises.

(ix) Expansion of facilities, including capital cost of Improvements at the Premises.

(x) Number of new or start-up businesses incubated at the Premises.

(xi) Number of educational and job-training programs at the Premises including number of participants and hours of training.

(xii) Number of written complaints received from subtenants or other Users of the Premises related to the quality of the facilities or Tenant's management of the Premises.

(xiii) Number of written complaints received from residents and other persons who reside or work in the vicinity of the Premises related to the Premises.

(f) Annual Report. Within sixty (60) days after the end of each August 31 during the Term, Tenant shall prepare and deliver to the Landlord a written report of its activities in the prior fiscal year. The report shall include information on each of the Performance Criteria described above.

(g) Evaluation. If, in the reasonable determination of Landlord, Tenant has failed to satisfy its obligations under Section 5(e), Landlord shall send Tenant written notice, which notice shall include the corrective measures which Tenant must undertake, and a schedule in which Tenant must implement the corrective measures.

(h) Budgets. Tenant shall prepare an annual operating budget for the Premises, and submit it a copy thereof to Landlord at least ten days prior to the beginning of each fiscal year of Tenant, which is September 1. Tenant shall operate and maintain the Premises in accordance with its budgets. Tenant shall prepare and submit to Landlord an annual report at the end of each year comparing the actual expenditures to the budgeted amounts.

(i) Accounts. As of the Commencement Date, there exists an "O&M Account" (as defined in the Original Lease) on the books of Tenant, the balance may be used by Tenant in the same manner as proceeds of subleases under Section 5(d).

(j) Books and Records. Tenant will maintain correct and complete accounting records of all transactions in any way arising out this Lease or its use of the Premises separate and apart from any of its other transactions, and except for such differentiation, such records shall be kept in accordance with generally accepted accounting principles consistently applied. Landlord, or Landlord's representative, upon five (5) days prior written notice to Tenant, shall have the right at any time during normal business hours to inspect, duplicate and audit such books and records.

(k) No Trespass/Security. Tenant shall take all reasonable steps to prevent its agents, employees, representatives, contractors and subtenants from trespassing upon any portion of Mueller that is not leased by Tenant. Tenant shall be responsible to provide security for the Premises, as appropriate under the circumstances. Tenant, at Tenant's expense, shall provide Landlord with a current key (or combination) to all fence and exterior building and hangar locks and security systems in the Premises.

(l) General. In the use and occupation of the Premises, Tenant shall not unlawfully discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age or physical or mental handicap.

(m) Civil/Human Rights Laws. In the use and occupation of the Premises, Tenant shall not, on the grounds of race, color, religion, sex, national origin or ancestry or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable Federal, State, City or local civil rights statutes, laws, ordinances, rules or regulations. Without limiting the generality of the foregoing, Tenant agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry or age.

(n) Certain Development and Use Limitations. The development and use of the Premises is limited by (i.e., the Premises may not be developed or used in a manner which exceeds) the maximum LUEs, Unadjusted Daily Trips and Adjusted PHTs allocable to the Premises. Tenant acknowledges that the Premises is allocated a maximum of (i) 93 LUEs, and (ii) 60 Adjusted PHTs from the Mueller allocation of Adjusted PHTs, but only if the Improvements are enlarged following receipt of all required approvals and consents (which are in addition to Tenant's current allocation of Adjusted PHTs that are not governed by the Mueller Traffic Impact Analysis). Tenant acknowledges that it has received and reviewed a copy of the Traffic Impact Analysis, as

amended, for Mueller. Tenant assumes full responsibility for allocating the Premises' Adjusted PHTs between any subtenants and users of the Premises and agrees to document and manage such allocation so as not to exceed such maximum number of permissible Adjusted PHTs. "Adjusted PHTs" means PM peak hour trips that are defined as a single or one-directional vehicle movement with either the origin or the destination inside Mueller as estimated using the trip allocation rates approved by the City of Austin (as set forth in the March 20, 2006 letter, or the then applicable most recently revised version thereof as approved by the City of Austin due to changes in land uses for Mueller) or the ITE Trip Generation Manual, 7th Edition, for land uses not outlined in the March 20, 2006 letter, as the same may be revised from time to time with the approval of the City of Austin; provided such trips shall be adjusted to account for passby, internal capture, and transit trips in accordance with guidelines set forth in the ITE Trip Generation Handbook, 7th Edition, or as approved by Landlord's staff.

(o) Stormwater Detention and Water Quality. Landlord shall not be responsible for the construction of, or construction costs associated with, facilities concerning stormwater detention or water quality concerning the Premises (including any reconfiguration of the Premises).

6. CASUALTY LOSS.

(a) Restoration Upon Casualty Loss. If the Premises or any buildings, hangars or leasehold improvements are wholly or partially destroyed or damaged by fire or any other casualty ("Casualty"), Tenant may, at its option, cause the same to be restored and reconstructed with available insurance proceeds (and such other proceeds as are made available to Tenant). Tenant shall notify Landlord in writing whether or not it intends to restore the Premises within sixty (60) days of the date of the Casualty. If Tenant elects to restore, restoration and reconstruction shall commence within six (6) months of the date of the Casualty and shall be pursued thereafter with all due diligence to completion. The design of all portions of the Premises to be restored and reconstructed shall meet the requirements of this Lease and Landlord shall have the same rights of review, comment and approval with respect to such design as it has under Section 9 for new construction. All proceeds of Tenant's casualty insurance shall be made available to Tenant for the restoration and reconstruction of the Improvements and Tenant's obligation to cause the restoration and reconstruction of the Improvements shall be limited to available insurance proceeds. All proceeds from Tenant's rental insurance or business interruption insurance policies shall be the property of Tenant. The design and reconstruction must be performed in compliance with this Lease for the construction of Improvements. Pending Tenant's election whether to restore the Premises and during the restoration and reconstruction work, Tenant will establish reasonable security for the Premises and, as soon as practicable, remove all debris resulting from the Casualty and bring the Premises to a clean and safe condition.

(b) No Restoration Following Casualty Loss. If Tenant elects not to restore and reconstruct the Improvements, then this Lease will automatically terminate as of the date which is thirty (30) days following Tenant's election not to restore the Premises. With available insurance proceeds, Tenant shall establish reasonable security for the

Premises and, as soon as practicable, remove all debris resulting from the Casualty and bring the Premises to a clean and safe condition. The insurance proceeds received under Tenant's property insurance policies as a result of the Casualty shall be applied, first to satisfy Tenants' obligations in the prior sentence and then to Landlord, to the extent of any remaining proceeds. All proceeds from Tenant's rental insurance or business interruption insurance policies shall be paid to Landlord. Tenant shall reasonably cooperate with Landlord to cause Tenant's insurance company to apply the insurance proceeds as provided in this Section.

(c) No Abatement. Rent shall not abate following any Casualty.

7. CONDEMNATION.

(a) Taking in Entirety. If the entire Premises are taken by any public or governmental body by right of eminent domain or a deed in lieu thereof (a "**Condemnation**"), this Lease shall terminate as of the date the condemning authority takes possession.

(b) Partial Taking. If less than all of the Premises is taken by Condemnation, and in Tenant's reasonable judgment the remainder lacks adequate area, location, configuration or improvements to carry out the purposes for which the Premises were leased, Tenant shall have the right to terminate this Lease in its entirety, by giving Landlord written notice within thirty (30) days after the earlier date the condemning authority takes possession or title vests in the condemning authority. If Tenant does not terminate this Lease, this Lease shall continue in full force and effect as to the remainder of the Premises and Tenant shall repair and restore that portion of the remaining Premises. The design of the restoration shall meet the requirements of this Lease and Landlord shall have the same rights of review, comment and approval with respect to such design as it has under Section 9 for new construction. The restoration shall commence within one year of the date of the Condemnation and shall be pursued thereafter with all due diligence to completion. The restoration must be performed in compliance with the Applicable Laws. Pending Tenant's decision and the restoration work, Tenant will establish reasonable security for the Premises and, as soon as practicable, remove all debris resulting from the Condemnation and bring the Premises to a clean and safe condition.

(c) Damage Award. The entire amount awarded as damages to the value of the Premises shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any and all such compensation, together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof. Tenant may assert a claim for, and receive if awarded to Tenant (and provided same does not reduce Landlord's award), compensation for the unamortized cost (as determined by application of generally accepted accounting principles) of authorized leasehold Improvements made by Tenant.

(d) Definition of Taking. As used in this Section, a taking shall include a sale, transfer or conveyance in avoidance or in settlement of condemnation or similar proceeding. Tenant shall have no right to voluntarily dedicate any portion of the Premises to public use without Landlord's prior written consent.

8. SUBLEASES AND ASSIGNMENTS.

(a) Authority to Sublease. Subject to the remainder of this paragraph, Tenant may sublease a portion of the Premises without the prior written consent of Landlord if such sublease (and any sub-sublease by Tenant's subtenant) complies with the requirements of subsections (x)-(xiv) below. If any proposed sublease, sub-sublease or amendment/modification thereto (a "Required Approval Sublease") requires additional Improvements (or modifications to existing Improvements) the cost of which are in excess of \$50,000 (calculated on a cumulative basis over a 12 month period), such Required Approval Sublease requires the prior approval of the City Council of the City of Austin, which approval will be conditioned upon to be negotiated requirements to hire local workers by the occupant under the sublease (or sub-sublease, as the case may be). The intent of the Required Approval Sublease is to require the approval of transactions which involve material renovations to the Premises. Thus, if transaction terms do not require technical approval but should be aggregated for practical purposes, such transactions will constitute a Required Approval Sublease (e.g., two subleases to affiliated entities with modifications to the Improvements of \$40,000 each). With respect to any sublease other than a short term event lease, Tenant shall forward to Landlord the proposed sublease prior to execution thereof solely for the purpose of Landlord's confirmation that the proposed subtenancy complies with the Permitted Use. Any sublease that does not meet the requirements of this Section requires the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. Any sublease that is not expressly permitted under this Lease and has not been approved by Landlord in writing shall be void. With respect to any sublease:

(x) The sublease must be for the Permitted Use.

(xi) The term of the sublease may not exceed the remainder of the Term of this Lease and must terminate automatically if this Lease is terminated;

(xii) The sublease shall expressly obligate the subtenant to fully, faithfully and timely comply with each of the terms, conditions and covenants of this Lease applicable to Tenant's use and occupancy of the Premises hereunder;

(xiii) Tenant shall provide Landlord with a true copy of the first page of each sublease within thirty (30) days of its execution (and will provide the entire sublease upon request) and shall provide Landlord with a contemporaneous copy of all formal notices, including, but not limited to, notices of default given by Tenant to a subtenant, or by a subtenant to Tenant; and

(xiv) Tenant will remain liable under this Lease notwithstanding the existence of a sublease.

(b) Assignments. Tenant may not assign this Lease or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. Any assignment that is not expressly permitted under this Lease and has not been consented to by Landlord in writing shall be void.

9. ALTERATIONS AND IMPROVEMENTS.

(a) Landlord's Consent to Improvements. Tenant shall make no improvement or alteration to the Premises whether in whole or in part, nor construct additional leasehold improvements upon the Premises (collectively, "**Improvements**"), without the prior written consent of Landlord, if (i) the cost of such Improvements is \$50,000.00 or greater, (ii) such Improvements involves the fencing or screening of the Premises, or (iii) such Improvements can be seen from outside of the Premises. Such consent of Landlord shall not be unreasonably denied. To seek Landlord's consent, Tenant shall provide Landlord a detailed written description of the proposed Improvements, design specifications/drawings, a construction budget and schedule. Landlord must deliver to Tenant any objections to the proposed Improvement within ten (10) business days after receipt of all required documentation concerning the proposed Improvement or its consent shall be deemed to be given. In no event shall Landlord be liable for the design or construction cost of any Improvements. Tenant shall be solely responsible for seeking all approvals for Improvements required under Applicable Laws.

(b) Construction Standards. All Improvements, regardless of whether Landlord's prior written consent is required under Section 9(a), constructed during the Term of this Lease must comply with the following:

(i) The design and construction of the Improvements must be performed in compliance with the Applicable Laws.

(ii) All Improvements shall be constructed in a good and workmanlike manner, utilizing good industry practice for the type of work in question, and in compliance with the Applicable Laws;

(iii) After commencement, the construction of the Improvements shall be prosecuted with due diligence to its completion.

(iv) Within sixty (60) days following substantial completion of construction of the Improvements, Tenant shall furnish Landlord with a certificate from Tenant's architect or engineer certifying that the construction has been completed in accordance with the approved plans and specifications and shall also furnish sealed as-built plans and drawings showing all Improvements thereon. During the course of the construction of the Improvements, Landlord and its architects, engineers, agents and employees may enter upon and inspect the Premises for the purpose of seeing that the work conforms with the requirements of this Section and the plans and specifications provided to Landlord.

(c) Permits, Insurance and Bonds. Tenant may not commence construction of an Improvement until:

(i) All applicable licenses, permits and authorizations have been issued.

(ii) Tenant has delivered to Landlord for approval and Landlord has approved certificates of insurance, in a form and for coverage amounts satisfactory to Landlord, evidencing Tenant's construction contractor's "all risk" type Builders Risk insurance coverage, Commercial General Liability Insurance coverage, Business Automobile Liability Insurance Coverage and Workers' Compensation Insurance Coverage.

(iii) If the amount of the contract for construction of the proposed Improvements exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), Tenant or its contractor shall provide Landlord a valid performance bond which satisfies the requirements of Applicable Law. If the amount of the contract for construction of the proposed Improvements exceeds Twenty-five Thousand and No/100 Dollars (\$25,000.00), Tenant or its contractor shall provide Landlord a valid payment bond which satisfies the requirements of Applicable Law. Said bonds shall be maintained and kept in full force and effect until all work is complete. The bonds shall be in a form and issued by a surety reasonably acceptable to Landlord.

(d) Ownership of Improvements. Except as otherwise specifically provided herein, all Improvements to the Premises become the property of Landlord upon completion, free from any liens or claims whatsoever created by Tenant, without any compensation from Landlord to Tenant.

(e) Screening of Premises.

(i) With respect to the screening on the eastern and western boundary lines of the Premises, Landlord, may design and construct, or cause to be designed and constructed (including through Master Developer subject to Master Developer's agreement to do so which it has no obligation to do), at no cost to Tenant, screening along such boundary lines (i.e., along Tilley and Vaughn Streets) (the "East and West Screening Walls"), which cost may be paid from Mueller's "Project Revenue Fund" or from other sources. The design of the East and West Screening Walls will be submitted for approval of the New Construction Council ("NCC") created and existing pursuant to the Mueller Master Community Covenant. Once approved, and upon Landlord's election, the East and West Screening Walls will be constructed in substantial accordance with the East and West Screening Walls plans approved by the NCC. If constructed, the East and West Screening Walls will be completed no later than the completion of the South Screening Wall.

(ii) With respect to the screening on the southern boundary line of the Premises, Landlord may design and construct, or cause to be designed and constructed (including through Master Developer subject to Master Developer's agreement to do so which it has no obligation to do), at Tenant's sole cost and expense, screening (the "South Screening Wall") along such boundary line in the general area as shown on Exhibit "G" attached hereto. The construction of the South Screening Wall will not commence earlier than (A) the date which is 6 months following the "takedown" of all or a portion of the southerly adjacent section of Mueller (currently called Section X), or (B) the National Guard's vacation of its premises (see Section 14(c) hereof).

(iii) Currently, the parties anticipate that the South Screening Wall will be 8' tall, a sample cross-section of which is attached hereto as Exhibit "H". If the South Screening Wall is to be constructed, prior to the construction of the South Screening Wall, Landlord or Master Developer (if Master Developer agrees to do so which it has no obligation to do) shall provide Tenant with a typical side elevation and cost estimate for the South Screening Wall (the "South Screening Wall Plans") and Tenant may offer comments pertaining to the South Screening Wall Plans and the entity constructing the South Screening Wall must consult with Tenant regarding comments; provided however, the ultimate design of the South Screening Wall shall be determined (subject to NCC approval) by the entity constructing the South Screening Wall. If the South Screening Wall is to be constructed, the South Screening Wall will be constructed in substantial accordance with the South Screening Wall Plans approved by the NCC.

(iv) If a party other than Tenant (including without limitation, Master Developer) designs and constructs the South Screening Wall, the design and construction cost of the South Screening Wall will be paid by such party and reimbursed by Tenant through a reimbursement agreement in the form attached hereto as Exhibit "D" (the "Reimbursement Agreement"), which will be executed contemporaneously herewith.

(v) If the East and West Screening Walls or the South Screening Wall is located on the Premises, Tenant, at its sole cost and expense, shall maintain the (A) structural integrity and (B) inside and top faces of the East and West Screening Walls and the South Screening Wall, as applicable, in good order, repair and condition at all times. Tenant shall not be responsible for the maintenance of the exterior face (i.e., the face opposite the Premises) of the East and West Screening Walls or the South Screening Wall.

(vi) Notwithstanding the foregoing, if the Premises is reconfigured to include less than all of the reconfigured property as provided in Section 14(c), the East and West Screening Walls and the South Screening Walls will conform to the actual reconfiguration.

(f) Temporary Buildings. Pursuant to the terms of the Original Lease, Tenant has been using temporary buildings on the Premises. Tenant may not utilize more than 15 temporary buildings on the Premises.

(g) T Hangars. The "T hangars" which Tenant has been using pursuant to the terms of the Original Lease may no longer be used under this Lease on and following the date hereof.

10. ENVIRONMENTAL CONDITION AND COMPLIANCE.

(a) Condition. Tenant acknowledges that buildings on the Premises may contain asbestos, lead-based paint, or other hazardous substances. Tenant shall have the right to reasonably inspect and conduct an environmental assessment of the buildings on the Premises. If such inspection or assessment indicates the presence of hazardous substances, Tenant, at its option, may remediate the hazardous substances, or Tenant may, at its option, terminate this Lease as to the affected building(s) without any liability to Landlord by reason of such termination. Landlord will provide to Tenant any environmental assessments of the buildings on the Premises obtained by Landlord during the Term. A portion of the Premises was previously used as a landfill. Landlord shall notify Tenant if any remediation work is required on the Premises. As between Landlord and Tenant, Landlord shall be solely responsible to perform such remediation work related to Tenant's environmental conditions that existed on the commencement date of the Original Lease, at Landlord's expense, and upon two weeks prior written notice to Tenant (except in the event of an emergency or to monitor wells on the Premises), in accordance with all Applicable Laws. Any use of the Premises by Tenant shall be subordinate to Landlord's remediation work and obligations, but Landlord shall endeavor to cause such environmental remediation to be performed as soon as reasonably practicable and in a manner that reasonably minimizes unnecessary disruption and interference with the use of the Premises for the Permitted Use. Tenant may not construct any Improvements or disturb the soil in any area shown on **Exhibit "F"** attached hereto during the time of remediation thereof.

(b) Compliance. Without limiting the generality of Tenant's obligation to operate the Premises in accordance with the Applicable Laws, Tenant shall not use or store any material defined, designated or listed by any Applicable Law as being hazardous, toxic, radioactive or that may present an actual or potential hazard to human health or the environment ("**Hazardous Materials**") on or at the Premises except as reasonably necessary in the ordinary course of Tenant's permitted activities at the Premises, and then only in accordance with Applicable Law. Tenant shall not discharge, release or dispose of any Hazardous Materials on the Premises or surrounding air, lands or waters. Tenant shall promptly notify Landlord of any Hazardous Material spills, releases or other discharges by Tenant at the Premises and promptly abate, remediate and remove any of the same. Tenant shall provide Landlord with copies of all reports, complaints, claims, citations, demands, inquiries or notices relating to the environmental condition of the Premises, or any alleged material noncompliance with Applicable Laws relating to the environment ("**Environmental Laws**") by Tenant at the Premises within ten (10) days after such documents are generated by or received by Tenant. Complete

records of all disposal manifests, receipts and other documentation shall be retained by Tenant and made available to Landlord for review upon request. Landlord shall have the right at any time to enter the Premises to inspect, take samples for testing and otherwise investigate the Premises for the presence of Hazardous Materials.

(c) Responsibility. Tenant's Hazardous Materials shall be the responsibility of Tenant. Tenant shall be liable for and responsible to pay all claims, suits, penalties, costs or expenses that arise out of or are caused in whole or in part from Tenant's use, handling, treatment, storage, disposal, discharge or transportation of Hazardous Materials on or at the Premises, the violation of any Environmental Law by Tenant or the failure of Tenant to comply with the terms, conditions and covenants of this Section. If Landlord incurs any costs or expenses (including attorney, consultant and expert witness fees) arising from Tenant's use, handling, treatment, storage, discharge, disposal or transportation of Hazardous Materials on the Premises, Tenant shall promptly reimburse Landlord for such costs upon demand. All reporting requirements under Environmental Laws with respect to spills, releases or discharges of Hazardous Materials by Tenant at the Premises shall be the responsibility of Tenant. Tenant shall not be responsible for the use, handling, treatment, storage, discharge, disposal or transportation of Hazardous Materials of Landlord.

(d) Removal. Prior to the end of the Term or earlier termination of Lease, Tenant shall remove or remediate in accordance with applicable Environmental Laws all of Tenant's Hazardous Materials from the Premises and surrounding lands and waters. Unless instructed otherwise by Landlord, Tenant shall also, prior to vacating the Premises, remove all tanks, piping and other equipment which stored Hazardous Materials or which are contaminated by Hazardous Materials.

(e) Survival. The covenants, conditions and indemnities in this Section shall survive termination of this Lease. Tenant shall expressly include the provisions of this Section in all subleases.

11. INDEMNITY.

(a) Tenant's Indemnity. Tenant shall defend, indemnify and hold harmless Landlord and its employees, agents, representatives, successors and assigns (the "**Indemnified Parties**"), from and against all costs, expenses (including reasonable attorneys' fees, expenses and court costs), liabilities, damages, claims, suits, actions and causes of actions whatsoever ("**Claims**"), to the extent arising directly or indirectly, out of (i) any breach of this Lease by Tenant, its agents, Users, employees, subtenants or contractors, (ii) any false representation or warranty made by Tenant hereunder, (iii) any negligent act or omission, gross negligence or willful misconduct of Tenant, or its agents, Users, employees, subtenants or contractors in connection with this Lease or the construction, development and operation of the Premises or Improvements. **TENANT'S OBLIGATIONS UNDER THIS SECTION EXPRESSLY INCLUDE CLAIMS ARISING OUT OF OR CONCERNING THIS LEASE OR TENANT'S USE OR OCCUPANCY OF THE PREMISES THAT ARE CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES.**

Tenant shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. Maintenance of the insurance required under this Lease shall not affect Tenant's indemnity obligations. Tenant may contest the validity of any Claims, in the name of Landlord or Tenant, as Tenant may in good faith deem appropriate, provided that the expenses thereof shall be paid by Tenant and Tenant shall maintain adequate insurance to cover any loss(es) which might be incurred if such contest is ultimately unsuccessful.

(b) Claims Against Tenant. In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation or other entity against Tenant arising out of or concerning this Lease or the Premises, Tenant shall give written notice thereof to Landlord within two (2) working days after being notified of such claim, demand, suit or action. Such notice shall state the date and hour of notification of any such claim, demand, suit or other action; the names and addresses of the person, firm, corporation or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action or proceeding; and the name of any person against whom such claim is being made or threatened.

(c) Waiver of Subrogation. Landlord and Tenant intend that their respective insured property loss risks shall be borne by insurance carriers, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is carried by a party. The parties each hereby waive all rights and claims against each other for such losses **INCLUDING THOSE CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE OTHER PARTY**, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder.

(d) Survival. The terms of this Section will survive the termination or expiration of this Lease.

12. FINANCING AND LIENS

(a) Tenant's Right to Finance. To secure financing, Tenant may encumber its leasehold estate and rights under this Lease with one or more deeds of trust or mortgages. Tenant shall provide to Landlord the name and mailing address of the lender together with true copies of the loan documents, including, as applicable, deeds of trust, mortgages, security agreements and promissory notes, within ten (10) days after execution by Tenant. No lien upon, or assignment of, Tenant's leasehold estate or this Lease hereunder shall encumber or affect in any way the interest of Landlord under this Lease or in the Premises, except as expressly provided in this Section. Tenant shall have no right to, and shall not encumber or grant any mortgage, deed of trust, lien or security interest in or to any land, buildings or Improvements in the Premises. Landlord agrees to give Tenant's mortgagee which it has received written notice of a mortgage and a mortgagee's notice address a duplicate copy of any notice of a breach of this Lease which Landlord gives to Tenant. The mortgagee may then cure the breach or potential Tenant Default, for the account of Tenant or the mortgagee (as the mortgagee may elect), in the

same manner as allowed Tenant. Tenant shall promptly provide to Landlord a copy of any notice delivered by a Tenant's mortgagee of Tenant's default or the mortgagee's intent to exercise a remedy in response to Tenant's default with respect to its mortgage or any documents executed in connection therewith. Tenant will use its good faith efforts to obtain the agreement of each mortgagee to provide copies of such notices directly to Landlord. Upon written request from Tenant, Landlord agrees to reasonably subordinate its statutory and contractual landlord's liens on Tenant's or Tenant's subtenants personal property and trade fixtures to the lien of a lender providing financing to Tenant.

(b) Liens. Tenant shall have no right or authority to bind Landlord or any interest of Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in construction of any improvements or performing any alteration, renovation, maintenance, repair, refurbishment, or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection therewith, and Tenant shall in no way be considered as the agent of Landlord in the construction, erection, or operation of any such improvements.

(c) Mechanic's Liens. If any mechanic's lien is filed against the Premises as a result of services performed or materials furnished for the use of Tenant, Tenant agrees to cause such lien to be discharged within the earlier of (i) 90 days after the filing of such lien or (ii) 5 days from the date the Premises is posted for foreclosure under any mechanic's lien. Tenant may satisfy the foregoing by causing such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security in accordance with Applicable Laws to obtain such release and discharge.

(d) Landlord's Right to Finance. Landlord may, from time to time, without the consent or joinder of Tenant, encumber its interest in the Premises with one or more deeds of trust, mortgages or other lien instruments. Tenant shall execute and deliver to Landlord such subordination, nondisturbance and attornment agreements as Landlord or its lender shall reasonably require.

13. DEFAULT AND REMEDIES

(a) Default by Tenant. Each of the following shall be deemed a default by Tenant (a "**Tenant Default**") hereunder and a material breach of this Lease:

(i) Tenant fails to pay any installment of Rent or any other sum payable by Tenant to Landlord or any third party under this Lease on the date upon which the same is due, and such failure shall continue for thirty (30) days after delivery by Landlord to Tenant of written notice specifying such failure;

(ii) Tenant fails to pay when due any Taxes, assessments or utility charges when due, or fails to deliver to Landlord evidence of payment thereof, and such failure shall continue for thirty (30) days after delivery by Landlord to

Tenant of written notice specifying such failure, subject to Tenant's right to contest the amount of such Taxes as provided in Section 3(c);

(iii) Tenant fails to maintain or cause to be maintained any insurance or deliver to Landlord the evidence thereof required by this Lease and such failure shall continue for thirty (30) days after delivery by Landlord to Tenant of written notice specifying such failure;

(iv) Except for a failure covered by Subsections (i)-(iii) above, Tenant fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Tenant, and Tenant shall fail to cure such failure within thirty (30) days after delivery by Landlord to Tenant of written notice specifying the failure; provided, however, if the failure is curable, but not reasonably susceptible to being cured within such 30-day period, a Tenant Default shall not occur under this Section unless Tenant fails to commence the cure of the failure during such 30-day period and thereafter fails to diligently and continuously pursue the cure to its completion;

(v) Tenant fails to timely deliver to Landlord the annual report described in Section 5(f), including information on each of the Performance Criteria, and Tenant shall fail to cure such failure within thirty (30) days after delivery by Landlord to Tenant of written notice specifying the failure;

(vi) An involuntary petition shall be filed against Tenant under applicable bankruptcy law, or a receiver of Tenant, or of all or substantially all of the property of Tenant, shall be appointed without acquiescence, and such petition or appointment shall not be discharged or stayed within sixty (60) days after the happening of such event; or

(vii) Tenant makes an assignment of its interest in the Premises for the benefit of creditors or shall file a voluntary petition under applicable bankruptcy law, or seek relief under any other law for the benefit of debtors.

(b) Remedies of Landlord. If a Tenant Default occurs, Landlord may at any time thereafter and without waiving any other rights hereunder or available to Landlord at law or in equity (Landlord's rights being cumulative), do any one or more of the following:

(i) Landlord may terminate this Lease by giving Tenant written notice thereof, in which event this Lease and the leasehold estate hereby created and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date of such notice; and Landlord, its agents or representatives, may, without further demand or notice, reenter and take possession of the Premises and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof.

(ii) Landlord may terminate Tenant's right to possession of the Premises and enjoyment of the rents, issues and profits therefrom without terminating this Lease or the estate created hereby, reenter and take possession of the Premises, change the locks and remove all persons and property therefrom (except for subtenants permitted by the terms of this Lease), with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof. If Landlord retakes possession of the Premises as provided herein, Landlord shall have no obligation to tender to Tenant new keys or other entry devices to any new locks installed in the Premises, and Landlord may lease, manage and operate the Premises and collect the rents, issues and profits therefrom for the account of Tenant, and credit to the satisfaction of Tenant's obligations hereunder the net Rent thus received, after deducting therefrom all reasonable actual out-of-pocket third party costs and expenses of repossessing, leasing, managing and operating the Premises. If the net Rent so received by Landlord exceeds the amounts necessary to satisfy all of Tenant's obligations under this Lease, nevertheless Landlord shall retain such excess. In no event shall Landlord be liable for failure to so lease, manage or operate the Premises or collect the rentals due under any subleases, and any such failure shall not reduce Tenant's liability hereunder. If Landlord elects to proceed under this Section, it may at any time thereafter elect to terminate this Lease.

(iii) Landlord may, without judicial process and without having any liability therefor, enter upon the Premises and do whatever Tenant is obligated to do under this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, **WHETHER CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR OTHERWISE.**

(iv) As an additional remedy for a Tenant Default under Section 13(a)(iv) above, Landlord shall have the right, but not the obligation, to perform the obligation which Tenant has failed to perform, on Tenant's behalf and at Tenant's expense, including without limitation, Tenant's maintenance obligations in Section 9(e) hereof concerning the East and West Screening Walls and South Screening Wall (which right to maintain such screening walls may be assigned by the Landlord to a third party). Performance by Landlord shall not cure the Tenant Default, and all costs and expenses reasonably incurred by Landlord in performing such obligation of Tenant will be owed by Tenant to Landlord.

(v) Landlord may exercise any other right or remedy available to Landlord under this Lease or at law or in equity.

(vi) All Rent and other sums not paid on or before the date due shall bear interest at the Contract Rate from and after the date due; provided, however, that nothing herein shall operate or be construed to obligate Tenant to pay sums

which are subject to applicable usury law which, taken together, exceed the maximum non-usurious amount or rate.

(c) Default by Landlord. The following shall be deemed a default by Landlord ("**Landlord Default**") and a material breach of this Lease:

(i) Landlord shall fail to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Landlord, and Landlord shall fail to cure such failure within thirty (30) days after delivery by Tenant to Landlord of written notice specifying the failure; provided, however, if the failure is curable, but not reasonably susceptible to being cured within such 30-day period, a Landlord Default shall not occur under this Section unless Landlord fails to commence the cure of the failure during such 30-day period and thereafter fails to diligently and continuously pursue the cure to its completion.

(d) Tenant's Remedies. If a Landlord Default occurs, Tenant may at any time thereafter and without waiving any other rights hereunder or available to Tenant at law or in equity (Tenant's rights being cumulative), do any one or more of the following:

(i) Tenant may terminate this Lease by giving Landlord written notice thereof, in which event this Lease and the leasehold estate hereby created and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date of such notice; and Tenant shall thereafter be released of all other duties, obligations and responsibilities with respect to this Lease except such provisions that shall survive termination.

(ii) Tenant may exercise any other right or remedy available to Tenant under this Lease or at law or in equity, except as expressly limited by the terms of this Lease.

14. LANDLORD'S RESERVED RIGHTS.

(a) Inspection. Landlord may enter upon the Premises at any time and without notice to Tenant. Landlord will use its good faith best efforts to minimize the disruption to subtenants resulting from any such inspections.

(b) Access to Premises. Landlord reserves the right (at no expense to Tenant) to modify the access to the Premises and individual buildings and hangars therein in accordance with the Master Plan. Landlord shall give Tenant reasonable written notice of any modifications in access to the Premises and shall reasonably cooperate with Tenant to provide adequate interim access during period of construction. In connection with any access modification under this paragraph, Landlord will not modify the access to the Premises from 51st Street in a manner which precludes access in generally the same manner as exists on the date of this Lease (e.g., access by 18 wheelers) on a permanent basis.

(c) Reconfiguration of the Premises. The configuration of Premises as shown on **Exhibit "A"** is incompatible with long term development of Mueller in accordance with the Master Plan pursuant to the MDA. To develop Mueller in accordance with the Master Plan pursuant to the MDA, while leasing a sufficient amount of land to Tenant to operate its business at the Premises, the parties agree that the Premises will be reconfigured as follows:

(i) Initial Configuration. The configuration of the Premises as of the Commencement Date is as shown on **Exhibit "A"**.

(ii) Reconfiguration. Under a lease (the "**National Guard Lease**") Landlord leases a tract of land adjacent to the Premises (the "**National Guard Property**") to the Texas Military Facilities Commission ("**TXMFC**"). The National Guard Lease expires on September 30, 2012, although it is possible that TXMFC may agree to terminate the National Guard Lease prior to its expiration date. At such time as the National Guard Lease expires or terminates, the National Guard has vacated the National Guard Property, and the environmental remediation of the National Guard Property is completed, Landlord will, to the extent feasible, reconfigure the Premises to the configuration set forth on **Exhibit "E"** attached hereto (which exhibit includes the National Guard Property); provided however, if the development of Mueller is proceeding at a pace which requires the development of that portion of the Premises which is to be released in the Lease reconfiguration process as described below but the environmental remediation of the National Guard Property has not yet been completed, Landlord and Tenant shall, in good faith, work together to find a viable alternative which includes releasing such land and occupying a portion of the National Guard Property.

(iii) Lease Reconfiguration Process. Landlord shall give Tenant written notice at least 180 days prior to the effective date of the reconfiguration of the Premises. Tenant may reasonably inspect and test the land and buildings (if any) as part of the reconfigured Premises. If Tenant, in its sole discretion, determines that it cannot feasibly operate on the Premises as reconfigured, Tenant may either (A) terminate this Lease without penalty by giving Landlord written notice within ninety (90) days after its receipt of Landlord's notice of intent to reconfigure the Premises and such termination shall be effective ninety (90) days after the date of Tenant's notice to terminate, or (B) elect to accept a portion of the National Guard Property (which must be contiguous to the original Premises and in a shape reasonably approved by the Landlord) and partially complete the reconfiguration of the Premises in which case (Y) the remainder of the National Guard Property not so reconfigured will no longer be available to Tenant hereunder and (Z) Tenant must vacate all property which Tenant agreed to vacate in connection with such reconfiguration (i.e., the reconfigured Premises may be smaller than the original Premises because a portion of the National Guard Property was not accepted by Tenant). If Tenant does not elect to terminate, Tenant, at Tenant's expense, shall take such actions as are necessary or appropriate to relocate its facilities and operations to the reconfigured Premises.

The terms and provisions of this Lease will apply to the reconfigured Premises in the same manner they apply to the original Premises (but for the Premises' boundary relocation).

(iv) Lease Amendment. Unless Tenant exercises its rights to terminate this Lease under Section 14(c)(iii), this Lease will be deemed automatically amended to modify the premises leased to Tenant, and a revised **Exhibit "A"** shall be prepared depicting the modified Premises. If a survey is necessary in Landlord's opinion to show the revised Premises, the survey shall be prepared by Tenant or by Landlord at Tenant's expense. Landlord shall prepare and submit to Tenant for signature an amendment to this Lease incorporating the revised **Exhibit "A"** and such other changes as are necessary and appropriate. Contemporaneously with the execution of such amendment, a new MCC Annexation Notice substantially in the form attached hereto as **Exhibit "B"** will be executed and recorded which covers the reconfigured Premises.

(d) Development Easements. Landlord shall have the right (for no additional consideration payable to Tenant), subject to the limitations set forth below, to convey, dedicate or reserve underground easements (permanent or temporary), in, across, through and under the Premises and temporary air rights licenses for construction cranes and related equipment to utilities, governmental or quasi-governmental authorities, property owners' associations and other entities that service the Premises or properties located nearby or adjacent thereto, for the sole purpose of facilitating the development of the other property within Mueller as it may be developed pursuant to the MDA and the Master Plan (such easements, the "**Development Easements**"); provided, however, before Landlord records, grants, conveys, dedicates or reserves any Development Easements, Landlord shall furnish Tenant with a copy of the proposed Development Easements for Tenant's review and obtain Tenant's approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed and which shall not be withheld if the proposed Development Easements (a) will not materially affect the use of the Premises as contemplated in this Lease; (b) are materially consistent with the Private Restrictions; and (c) will not be under any permanent building or other permanent structure upon the Premises. Tenant shall approve or disapprove (any disapproval shall state the specific reasons for such disapproval) any proposed Development Easements within five (5) business days following its receipt thereof; and Tenant's failure to approve or disapprove any proposed Development Easements within five (5) business days shall be deemed approved by Tenant. Landlord may assign the Development Easements to Master Developer to facilitate the development of Mueller surrounding the Premises.

15. NOTICES AND CONTRACT ADMINISTRATION.

(a) Contract Administrator. The Director of the Economic Growth and Redevelopment Services Office, or successor in function, is Landlord's designated contract administrator for this Lease and is authorized to act on behalf of Landlord to organize, schedule, coordinate matters related to this Lease and the Premises and review and approve requests by Tenant under this Lease. Landlord may change its contract administrator by written notice to Tenant.

(b) Notices. Any notice provided for or permitted to be given hereunder must be in writing and may be given by (i) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section; (ii) hand delivering the same to the party to be notified; or (iii) overnight courier of general use in the business community of the City of Austin, Texas. Notice given in accordance herewith shall be deemed delivered and effective on the earlier of actual receipt or three (3) calendar days next following deposit thereof in accordance with the requirements of clause (i) above.

Notices to Landlord
shall be sent to:

Director
City of Austin
Economic Growth and Redevelopment Services Office
Post Office Box 1088
Austin, Texas 78767-1088

with a copy to:

City Attorney
City of Austin Department of Law
301 West Second Street, Fourth Floor
Austin, Texas 78701

with a copy to:

Thompson & Knight L.L.P.
98 San Jacinto, Suite 1900
Austin, Texas 78701
Attention: James E. Cousar and Andrew A. Ingram

Notices to Tenant shall
be sent as follows:

Film Society of Austin, Inc.
1901 East 51st Street
Austin, Texas 78723
Attention: Ms. Rebecca Campbell

with a copy to:

Rick Triplett, Esq.
Graves, Dougherty, Hearon & Moody, P.C.
Post Office Box 98
Austin, Texas 78767-0098

So long as the MDA is in effect and the Master Developer is not in default thereunder, all written default notices under Sections 4(a), 5(b), 9(e), 14(c) or 14(d) hereof will also be sent to Master Developer at:

Master Developer: Catellus Austin, LLC

c/o ProLogis
4550 Mueller Boulevard
Austin, Texas 78723
Attention: Matt Whelan

With a copy to: Catellus Austin, LLC
c/o ProLogis
4545 Airport Way
Denver, CO 80239
Attention: Gregory J. Weaver

and

Catellus Austin, LLC
c/o ProLogis
4545 Airport Way
Denver, CO 80239
Attention: General Counsel

The parties hereto may from time to time change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section.

16. MISCELLANEOUS.

(a) Gratuities. Landlord may cancel this Lease if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by Tenant or any agent or representative to any City Official or employee with a view toward securing favorable treatment with respect to the performance of this Lease. In the event this Lease is canceled by Landlord pursuant to this provision, Landlord shall be entitled, in addition to any other rights and remedies, to recover from Tenant the amount of the cost incurred by Tenant in providing such gratuities.

(b) Force Majeure. If Landlord or Tenant is delayed, hindered, or prevented from performance of any of its respective obligations under this Lease by reason of Force Majeure and if such party has not otherwise committed a default hereunder which is continuing, the time for performance of such obligation is automatically extended for the period of such delay, provided that the following requirements are complied with by the affected party: (i) the affected party shall give prompt written notice of such occurrence to the other party; and (ii) the affected party shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other party advised with respect thereto, and commence performance of its affected obligations hereunder immediately upon such removal, resolution, or elimination. As used herein, the term "**Force Majeure**" means the occurrence of any event which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder (other than the payment of money) and which is beyond the reasonable control of the obligor.

(c) Approvals and Authority. Subject to the approval of this Lease by the Landlord, Landlord represents, warrants and covenants that the execution, delivery and performance of this Lease by Landlord have been duly authorized by all required actions, and that no consent or approval of any third party is required in connection with the execution, delivery or performance by Landlord of this Lease. If the Landlord has not affirmatively approved execution of this Lease within sixty (60) days from the Commencement Date, then either Landlord or Tenant may terminate this Lease immediately upon written notice to the other party. Tenant represents, warrants and covenants that (i) Tenant is a non-profit corporation duly formed, validly existing and in good standing under the laws of the State of Texas, with full power and authority to enter into and be bound by its obligations under this Lease; (ii) the execution, delivery and performance of this Lease by Tenant have been duly authorized by all requisite corporate action; (iii) this Lease has been duly and validly executed and delivered by Tenant, and constitutes the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; and (iv) no consent or approval of any third party is required in connection with the execution, delivery or performance by Tenant of this Lease.

(d) Modification and Non-Waiver. No variations, modifications or changes to this Lease shall be binding unless in writing and executed by both parties. No waiver by either party of any breach or default of any term, condition or provision hereof, including, without limitation, the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind under any circumstance. No waiver of any breach or default of any term, condition or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

(e) Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or concerning this Lease shall be proper and lie exclusively in Travis County, Texas.

(f) Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

(g) Attorneys' Fees. If litigation or any other dispute resolution proceeding available to a party hereunder is ever instituted by such party to enforce, or to seek damages for the breach of, any provision hereof, the prevailing party therein shall be promptly reimbursed by the other party for all attorneys' fees reasonably incurred by the prevailing party in connection with such litigation or other dispute resolution proceeding.

(h) Relation of Parties. It is the intention of Landlord and Tenant to hereby create the relationship of landlord and tenant, and no other relationship is created.

Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party hereto liable for any obligation of the other.

(i) Entireties. This Lease constitutes the entire agreement of the parties hereto with respect to its subject matter and all prior agreements with respect thereto are merged herein.

(j) Recordation. Landlord and Tenant will, at the request of the other, promptly execute an instrument in recordable form constituting a short form of this Lease, which shall be filed for record in the Office of the County Clerk of Travis County, Texas. This Lease itself shall not be filed of record unless required by Applicable Law.

(k) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and permitted assigns. References to Tenant hereunder shall include any person subleasing or otherwise occupying the Premises by, through or under Tenant. The terms and provisions of this Lease are for the sole benefit of Landlord and Tenant, and no third party is intended to benefit herefrom.

(l) Survival. Any terms and provisions of this Lease pertaining to rights, duties or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

(m) Transfer of Landlord's Interest. Landlord may freely transfer its interest in the Premises and under this Lease from time to time. In such event, the transferor shall be relieved of all obligations of Landlord accruing under this Lease after the date such transfer is consummated provided that (i) any such transfer is expressly made subject to the terms, provisions and conditions of this Lease and (ii) the transferee agrees to be bound by the provisions hereof. Tenant agrees to attorn to any such transferee.

(n) No Commissions. Landlord and Tenant represent and warrant to one another that there are no broker's, finder's or similar fees payable in connection with this Lease.

(o) Time of the Essence. Time is of the essence in this Lease and in each and all of the provisions hereof.

(P) LIMITATION ON LANDLORD'S LIABILITY. WITHOUT LIMITING OR WAIVING ANY DEFENSES OR IMMUNITIES AVAILABLE TO LANDLORD, EACH OF WHICH LANDLORD EXPRESSLY RESERVES, LANDLORD'S TOTAL LIABILITY TO TENANT FOR ANY OR ALL CLAIMS OR CAUSES OF ACTION FOR WHICH LANDLORD IS LEGALLY LIABLE ARISING OUT OF OR CONCERNING THIS LEASE OR THE FAILURE OF LANDLORD TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS LEASE IS LIMITED TO:

1. CLAIMS OR CAUSES OF ACTION GOVERNED BY THE TEXAS TORT CLAIMS ACT, THE AMOUNTS SPECIFIED IN §101.023 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AS AMENDED; AND

2. ALL OTHER CLAIMS OR CAUSES OF ACTION, ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) PER OCCURRENCE.

(q) WAIVER OF TRIAL BY JURY. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURT LOCATED IN TRAVIS COUNTY, TEXAS, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER VENUE OR INCONVENIENT FORUM.

(r) LANDLORD'S REGULATORY CAPACITY VERSUS LANDOWNER CAPACITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD IS EXECUTING THIS LEASE SOLELY IN ITS CAPACITY AS AN OWNER OF THE LAND (E.G., THE RIGHTS AND OBLIGATIONS OF LANDLORD WILL NOT BE MORE THAN THOSE OF A PRIVATE LANDOWNER) AND NOT IN ITS CAPACITY AS A REGULATORY BODY (E.G., REGULATORY APPROVALS OR IN ANY OTHER REGULATORY CAPACITY). FURTHER, TENANT SPECIFICALLY ACKNOWLEDGES THAT THE LANDLORD CANNOT CONTRACT IN ANY MANNER REGARDING THE EXERCISE OF ITS SOVEREIGN POWERS.

(s) NO TRANSFER OF GOVERNMENTAL POWERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BY VIRTUE OF THIS LEASE, LANDLORD DOES NOT DELEGATE, ASSIGN OR OTHERWISE TRANSFER TO TENANT AND TENANT SHALL NOT BE DEEMED TO OTHERWISE ACQUIRE, ANY GOVERNMENTAL RIGHT, AUTHORITY, PRIVILEGE, IMMUNITY, OBLIGATION, POWER OR OPTION WITH RESPECT TO THE LEASED PREMISES, THE PERMITTED USE OR ANY OTHER ASPECT OF GOVERNMENT.

(T) WAIVER OF CONSEQUENTIAL DAMAGES, ETC. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FROM THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, CLAIMS OF TENANT'S AGENTS, USERS, SUBTENANTS AND CONTRACTORS, AND OTHER SIMILAR CLAIMS OR DAMAGES.

(U) CONSUMER RIGHTS. LANDLORD AND TENANT EACH ACKNOWLEDGE, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, THAT THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE ("DTPA"), IS NOT APPLICABLE TO THIS LEASE. ACCORDINGLY, THE RIGHTS AND REMEDIES OF LANDLORD AND TENANT WITH RESPECT TO ALL ACTS OR PRACTICES OF THE OTHER, PAST, PRESENT OR FUTURE, IN CONNECTION WITH THIS LEASE SHALL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHTS UNDER THE DTPA, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, LANDLORD AND TENANT, RESPECTIVELY, VOLUNTARILY CONSENT TO THIS WAIVER.

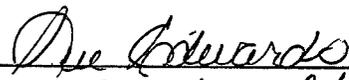
(v) Original Lease. This Lease completely modifies, amends and restates the Original Lease in its entirety from and after the Commencement Date. The terms and provisions of the Original Lease control from the commencement date thereunder (i.e., under the Original Lease) to the Commencement Date (i.e., under this Lease) with respect to Landlord, Tenant and the Premises.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease through their duly authorized representatives effective as of the 22 day of July, 2009.

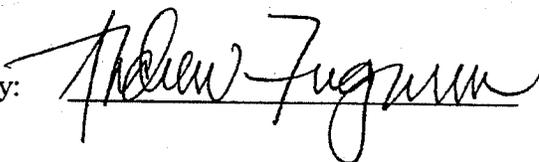
LANDLORD:

CITY OF AUSTIN

By: 
Print Name: Assistant City Manager
Title: SUE EDWARDS

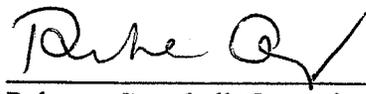
Approved as to form and content for the Landlord
by the Landlord's external legal counsel:

THOMPSON & KNIGHT L.L.P.

By: 

TENANT:

FILM SOCIETY OF AUSTIN, INC., a Texas
non-profit corporation, doing business as The
Austin Film Society

By: 
Rebecca Campbell, Executive Director

EXHIBITS

Exhibit "A" – Description of Premises

Exhibit "B" – MCC Annexation Notice

Exhibit "C" – Required Insurance Coverages

Exhibit "D" – Reimbursement Agreement

Exhibit "E" – Reconfiguration of Premises

Exhibit "F" - Affected Remediation Area

Exhibit "G" – South Screening Wall Location

Exhibit "H" – Sample Cross Section

Exhibit "I" -- Amendment to Design Guidelines Relating to the Property

EXHIBIT "A" TO LEASE AGREEMENT

DESCRIPTION OF PREMISES

[See Attached]

EXHIBIT " "

AUSTIN FILM STUDIOS
(BOUNDARY EXHIBIT)

20.001 ACRES
AUSTIN FILM TRACT
RMMA

FN. NO. 09-155(AJM)
JUNE 4, 2009
BPI JOB NO. 1400-26.94

DESCRIPTION

OF 20.001 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 20.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with cap set at the intersection of the southerly right-of-way line of East 51st Street (90' R.O.W.) and the easterly right-of-way line of Future Vaughan Street (60' R.O.W./not yet of record), for the northwesterly corner hereof;

THENCE, over and across said City of Austin tract, along said southerly right-of-way line of East 51st Street, for a portion of the northerly line hereof, the following three courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 1000.23 feet, a central angle of 02°52'22", an arc length of 50.15 feet, and a chord which bears S65°09'18"E, a distance of 50.15 feet to a 1/2-inch iron rod found at the end of said curve;
- 2) S66°37'37"E, a distance of 366.27 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
- 3) Along said curve, having a radius of 1477.40 feet, a central angle of 13°23'30", an arc length of 345.31 feet, and a chord which bears S73°17'02"E, a distance of 344.52 feet to a 1/2-inch iron rod found at the end of said curve, being on the northerly line of said City of Austin tract, also being the southwesterly corner of Lot 1, F.V.M.F. Addition, a subdivision of record in Book 80, Page 209 of the Plat Records of Travis County, Texas;

THENCE, S62°29'38"E, leaving the southerly right-of-way line of East 51st Street, along the southerly line of said Lot 1, for the northerly line of said City of Austin tract and a portion of the northerly line hereof, a distance of 365.54 feet to a 1/2-inch iron rod with cap set for the northeasterly corner hereof, from which a 1/2-inch iron rod with cap set in the westerly right-of-way line of Future Tilley Street (R.O.W. varies/not yet of record), bears S62°29'38"E, a distance of 502.42 feet;

THENCE, leaving the southerly line of said Lot 1, over and across said City of Austin tract, for the easterly, southerly and a portion of the westerly lines hereof, the following six (6) courses and distances:

- 1) S42°17'46"W, a distance of 461.03 feet to a 1/2-inch iron rod with cap set at an angle point;
- 2) N47°42'14"W, a distance of 28.35 feet to a 1/2-inch iron rod with cap set at an angle point;
- 3) S42°17'46"W, a distance of 363.98 feet to a 1/2-inch iron rod with cap set at an angle point;
- 4) S02°49'13"E, a distance of 173.64 feet to a 1/2-inch iron rod with cap set for the southeasterly corner hereof;
- 5) S87°00'00"W, a distance of 540.53 feet to a 1/2-inch iron rod with cap set for the southwesterly corner hereof;
- 6) N03°00'00"W, a distance of 411.50 feet to a 1/2 inch iron rod with cap set in said easterly right-of-way line of Future Vaughan Street;

THENCE, continuing over and across said City of Austin tract, being the easterly right-of-way line of Future Vaughan Street, for a portion of the westerly line hereof, the following six (6) courses and distances:

- 1) N87°00'00"E, a distance of 1.50 feet to a 1/2-inch iron rod with cap set at an angle point;
- 2) N03°00'00"W, a distance of 80.00 feet to a 1/2-inch iron rod with cap set at an angle point;
- 3) S87°00'00"W, a distance of 1.50 feet to a 1/2-inch iron rod with cap set at an angle point;
- 4) N03°00'00"W, a distance of 429.60 feet to a 1/2-inch iron rod with cap set at a point of curvature of a curve to the right;

- 5) Along said curve, having a radius of 270.00 feet, a central angle of $31^{\circ}00'00''$, an arc length of 146.08 feet, and a chord which bears $N12^{\circ}30'00''E$, a distance of 144.31 feet to a 1/2-inch iron rod with cap set at the point of tangency of said curve;
- 6) $N28^{\circ}00'00''E$, a distance of 188.52 feet to the **POINT OF BEGINNING**, containing an area of 20.001 acres (871,245 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

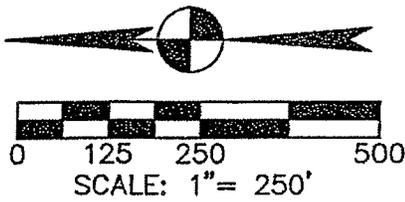
BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
211 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701



6-4-09

ABRAM C. DASHNER, R.P.L.S.
NO. 5901
STATE OF TEXAS





LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- P.O.B. POINT OF BEGINNING

BEARING BASIS:
 TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.

CITY OF AUSTIN
 VOLUME 1823, PAGE 97

EAST 51ST STREET
 (90' R.O.W.)

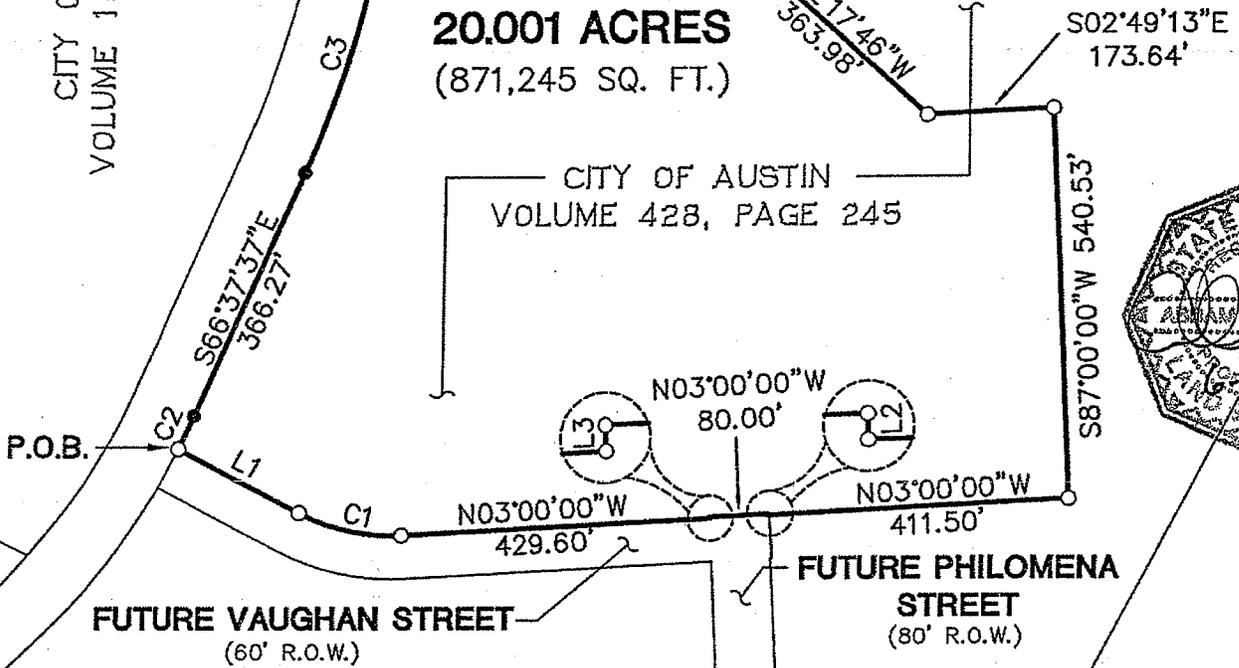
F.V.M.F. LOT 1
 ADDITION
 BOOK 80, PAGE 209

FUTURE TILLEY STREET (R.O.W. VARIES)
 CITY OF AUSTIN
 VOLUME 428, PAGE 245

JOSEPH
 BURLESON
 SURVEY NO. 10

20.001 ACRES
 (871,245 SQ. FT.)

CITY OF AUSTIN
 VOLUME 428, PAGE 245



CURVE TABLE

No.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	31°00'00"	270.00	146.08	144.31	N12°30'00"E
C2	2°52'22"	1000.23	50.15	50.15	S65°09'18"E
C3	13°23'30"	1477.40	345.31	344.52	S73°17'02"E

LINE TABLE

LINE	BEARING	LENGTH
L1	N28°00'00"E	188.52
L2	N87°00'00"E	1.50
L3	S87°00'00"W	1.50

Bury+Partners
 ENGINEERING SOLUTIONS
 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512)328-0011 Fax (512)328-0325
 Bury+Partners, Inc. ©Copyright 2009

SKETCH TO ACCOMPANY DESCRIPTION

OF 20.001 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

CATELLUS

EXHIBIT "B" TO LEASE AGREEMENT

MCC ANNEXATION NOTICE



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
ARMBRUST & BROWN, L.L.P.
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

MCC ANNEXATION NOTICE AND AMENDMENT TO
MUELLER MASTER COMMUNITY COVENANT

[LOT __, BLOCK "__", MUELLER SECTION _____ SUBDIVISION]

Travis County, Texas

Master Declarant: CATELLUS AUSTIN, LLC, a Delaware limited liability company

Pertaining to: Lot __, Block "__", Mueller Section _____ Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. _____ in the Official Public Records of Travis County, Texas

Parcel: AFS

Cross Reference to Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended, and Mueller Design Book, recorded as Document No. 2005193821 in the Official Public Records of Travis County, Texas, as amended. The terms and provisions of the aforementioned documents will also apply to the property made subject to this notice.

Error! Unknown document property name.

**MCC ANNEXATION NOTICE AND AMENDMENT TO
MUELLER MASTER COMMUNITY COVENANT**

This MCC Annexation Notice and Amendment to Mueller Master Community Covenant (the "Notice") is made and executed by **Catellus Austin, LLC**, a Delaware limited liability company ("Master Declarant"), and is as follows:

1. **Applicability of Master Covenant.** This Notice is filed with respect to Lot __, Block "__" Mueller Section _____ Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. _____ in the Official Public Records of Travis County, Texas (the "Property"). The City of Austin is the owner of the Property (the "Owner"). The City of Austin, by its execution of this Notice in the space provided below, consents to the terms, provisions, and effect of this Notice.

Pursuant to Section 16.1 of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "Master Covenant"), Master Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation, may be made part of the Community (as defined in the Master Covenant), and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

Master Declarant and the Owner desire to subject the Property to certain selected terms and provisions of the Master Covenant. As provided in *Section 20.2(a)* of the Master Covenant, the Master Declarant may, with the prior written consent of the City of Austin, amend the Master Covenant by recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Master Declarant. With respect to the terms and provisions of this Notice that contravene the effect of annexation set forth in the Master Covenant, this Notice will be considered and deemed to be an amendment to the terms and provisions of the Master Covenant, but only with respect to the Property added pursuant to this Notice. The City of Austin, by its execution of this Notice in the space provided below, consents to the amendments to the Master Covenant embodied in this Notice.

2. **Property Subject to Master Covenant- Limitations.** The effect of this Notice is limited to subjecting all or any portion of the Property to the terms and provisions of the Master Design Guidelines, commonly referred to as the "Mueller Design Book", and any terms or provisions of the Master Covenant necessary or required to enforce compliance with the terms and provisions of the Master Design Guidelines. Any additional Improvements proposed to be constructed on the Property and the alteration

or modification of any existing Improvements presently constructed on the Property are subject to the Master Design Guidelines and the procedures for review and approval of such Improvements as set forth in the Master Design Guidelines and the Master Covenant. Notwithstanding any provision in the Master Covenant to the contrary, any additional Improvements proposed to be constructed on the Property and the alteration or modification of any existing Improvements presently constructed on the Property will be reviewed and approved by the New Construction Council until such time as the New Construction Council relinquishes such review and approval right in writing to the Modifications Committee. The Property is now subject to the terms and provisions of the Master Covenant as limited by this Paragraph 2. The Master Covenant, as limited by this Paragraph 2, will run with the title to the Property and shall govern the development and use of the Property, and shall be binding upon the present and future owners of any portion of the Property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity who now or hereafter has any legal, equitable, or beneficial interest in any portion of the Property. This Covenant will also be binding upon the Master Association and its successors and assigns. No Assessment Units or votes are assigned to the Property. The Owner of the Property will in no event be a member of the Mueller Master Community, Inc. With respect to Section 12.8 of the Master Covenant, the Property will be exempt from Mueller community assessments so long as the current lease between the City of Austin and the current lessee is in effect or the use of the Property under any new or extended lease is substantially similar to the permitted uses under the current lease.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this Notice shall have the meanings set forth in the Master Covenant.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED to be effective as of the ____ day _____, of 200__.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC., a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__, by _____ of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public Signature

AGREED

THE CITY OF AUSTIN, a Texas home rule city and municipal corporation

By: _____

Lauraine Rizer, Manager
Real Estate Services
Public Works Department

Date: _____, 200__

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 200__, by Lauraine Rizer, Manager, Real Estate Services, Public Works Department of the City of Austin, Texas, a Texas home rule city and municipal corporation, on behalf of said city.

[SEAL]

Notary Public Signature

Approved as to content:	Approved as to form:
By: _____	By: _____
Name: _____	Thomas Nuckols
Title: _____	Law Department

EXHIBIT "C" TO LEASE AGREEMENT

REQUIRED INSURANCE COVERAGES

A. Tenant shall carry insurance in the following types and amounts for the duration of this Lease, and furnish certificates of insurance as evidence thereof.

1. Commercial General Liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions:

a. Blanket contractual liability coverage for liability assumed under this contract.

b. Independent Contractors Coverage

c. Medical expense coverage with a limit of \$5,000 for any one person.

d. Landlord shall be listed as an additional insured, endorsement CG2010.

e. Thirty (30) day notice of cancellation in favor of Landlord, endorsement CG0204.

f. Waiver of Transfer of Right of Recovery Against Others in favor of Landlord, endorsement CG2404.

g. Fire Legal Liability with minimum limits of \$50,000.

2. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The following provisions shall apply:

a. Landlord shall be listed as an additional insured, endorsement TE 9901B.

b. Waiver of Transfer of Rights of Recovery Against Others in favor of Landlord, endorsement TE 2046A.

c. Thirty (30) Day Notice of Cancellation in favor of Landlord, endorsement TE 0202A.

B. General Requirements

1. This Lease shall not be effective until Tenant has obtained the required insurance and until such insurance has been reviewed by Landlord. Approval of insurance by Landlord shall not relieve or decrease the liability of Tenant hereunder.

2. If insurance policies are not written for amounts specified above, Tenant shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
3. Tenant shall be responsible for deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.
4. Any coverage written on a "claims made" basis shall carry a retroactive date which coincides with the date of this Lease. This insurance shall be maintained for the duration of this Lease and for six months following completion of the services under this Lease. The premium for any extended reporting period shall be paid for by the policy holder.
5. Insurance shall be written by companies in good standing with the Texas Department of Insurance and shall be written by companies with an A.M. Best rating of B+ or better or otherwise acceptable to Landlord.
6. The "other" insurance clause shall not apply to the owner where Landlord is an additional insured shown on any policy. It is intended that policies required in this Lease, covering Landlord and Tenant shall be considered primary coverage as applicable.
7. All additional insureds and thirty (30) days notice of cancellation endorsements as well as certificates shall indicate: The City of Austin, Building Services Division, 2600 Webberville Road, Austin, Texas 78702.
8. Landlord shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
9. Landlord reserves the right to review insurance requirements of this Section during the effective period of this Lease and to make reasonable adjustments to insurance coverage's and their limits when deemed necessary and prudent by Landlord based upon changes in statutory law.
10. Tenant shall provide Landlord thirty (30) days written notice of erosion of aggregate limits below occurrence limits for all applicable coverage's indicated within the insurance requirements section of this Lease.
11. Tenant shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Lease.
12. Tenant shall pay actual losses not covered by insurance as required by this Lease.

**EXHIBIT "D" TO LEASE AGREEMENT
REIMBURSEMENT AGREEMENT**

[See Attached]

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2009 (the "Effective Date") by and between CATELLUS AUSTIN, LLC, a Delaware limited liability company, its successors and assigns ("Catellus"), and Film Society of Austin, Inc., doing business as The Austin Film Society ("AFS").

RECITALS:

A. The City of Austin, as landlord ("City") and AFS have entered into a lease agreement dated _____, 2009 ("Lease") covering the property described therein, which property is located at Mueller ("Premises").

B. Catellus is the Master Developer of Mueller pursuant to a Master Development Agreement dated as of December 2, 2004, between Catellus and City.

C. Pursuant to Section 9(e) of the Lease, AFS is obligated to reimburse Catellus for the design and construction of the South Screening Wall.

D. Catellus would not perform such work but for AFS' execution of this Agreement.

E. City, Catellus and AFS have also executed that certain Agreement Regarding Film Society of Austin Lease at Mueller dated of even date with the Lease concerning certain matters relating to the Premises (the "Triparty Agreement")

F. Capitalized terms used herein but not defined have the meanings assigned to such terms in the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Design and Construction of South Screening Wall. Catellus agrees that it will initially perform all work in connection with, and pay for, the design and construction of the South Screening Wall ("Work") in accordance with the terms of Section 9(e) of the Lease. AFS hereby grants to Catellus a right of access to and right to use a commercially reasonable portion of the Premises for the construction of the South Screening Wall for such period of time as is necessary to complete construction of the South Screening Wall.

2. Reimbursement for Work. AFS acknowledges that Catellus would not undertake the Work but for AFS' agreement to reimburse Catellus for the Work as set forth in this

Agreement. In consideration of the foregoing, AFS hereby agrees that it will reimburse Catellus the cost of the Work ("Reimbursement Amount") plus interest that accrues thereon as hereinafter set forth. The Reimbursement Amount will accrue interest from the date of expenditure until the date of repayment at a variable per annum rate equal to the lesser of (a) the Maximum Lawful Rate or (b) the Prime Rate in effect from time to time plus 1% (but not less than 6%). As used herein, Prime Rate means the rate of interest per annum quoted in the "Money Rates" section of The Wall Street Journal from time to time and designated as the "Prime Rate". If such prime rate, as so quoted, is split between two or more different interest rates, then the Prime Rate shall be the highest of such interest rates. If such prime rate shall cease to be published or is published infrequently or sporadically, then the Prime Rate shall be determined by reference to another base rate, prime rate or similar lending rate index, generally accepted on a national basis, as selected by Catellus in its sole and absolute discretion. As used herein, Maximum Lawful Rate means the maximum lawful rate of interest that may be contracted for, charged, taken, received or reserved by Catellus in accordance with the Applicable Laws of the State of Texas (or applicable United States federal law to the extent that such law permits Catellus to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law), taking into account all charges made in connection with the transaction evidenced by this Agreement and any other documents executed by AFS in connection herewith for the benefit of Catellus.

Notwithstanding the foregoing, the "Reimbursement Amount" for which AFS is liable hereunder will not exceed \$110 per linear foot of the South Screening Wall, which \$110 will be increased through a yearly adjustment on each anniversary date of the Lease (each such date an "Adjustment Date"), by one hundred percent (100%) of the percentage of increase, if any, shown by the Consumer Price Index for All Urban Consumers U.S. City Average, All Items (base years 1982-1984=100) (the "Index"), published by the United States Department of Labor, Bureau of Labor Statistics, for the month immediately preceding the Adjustment Date as compared with the Index for the month immediately preceding the date of the Lease. If the Index is discontinued or revised, the government index or computation with which it is replaced shall be used to obtain substantially the same result as if the Index had not been discontinued or revised. Notwithstanding the cap on the Reimbursement Amount, the cost of the Work may exceed the Reimbursement Amount, but AFS' liability hereunder will be limited to the Reimbursement Amount.

3. Payments; Application of Payments. AFS will pay the Reimbursement Amount to Catellus in twenty four (24) equal monthly installments of principal plus interest accrued thereon commencing on the date that is thirty days after Catellus gives written notice to AFS of the actual Reimbursement Amount, together with reasonable evidence of the actual Reimbursement Amount; provided that if the Lease is terminated then the Reimbursement Amount, together with all accrued and unpaid interest thereon shall be immediately due and payable. Except as expressly provided herein to the contrary, all payments hereunder shall be applied in the following order of priority: (i) the payment or reimbursement of any expenses, costs or obligations (other than the outstanding balance of the Reimbursement Amount and interest thereon) for which either AFS shall be obligated or Catellus shall be entitled pursuant to the provisions of this Agreement, (ii) the payment of accrued but unpaid interest hereon, and (iii) the payment of all or any portion of the balance of the Reimbursement Amount then outstanding hereunder, in the direct order of maturity.

4. Late Charges; Default Interest. If any payment is not received in full by Catellus within ten (10) days following the date when due, then in addition to interest accruing at the default interest rate as provided below on such overdue payment from the date due until paid, Borrower shall also pay to Lender a late charge in an amount equal to five percent (5%) of the amount of such overdue payment. For so long as any default exists under this Agreement, regardless of whether or not there has been an acceleration of the Reimbursement Amount, and at all times after the maturity of the Reimbursement Amount (whether by acceleration or otherwise), and in addition to all other rights and remedies of Catellus hereunder, interest shall accrue on the outstanding Reimbursement Amount at the rate of 15% per annum, but in no event greater than the Maximum Lawful Rate, and such accrued interest shall be immediately due and payable. AFS acknowledges that it would be extremely difficult or impracticable to determine Catellus' actual damages resulting from any late payment or default, and such accrued interest is a reasonable estimate of those damages and does not constitute a penalty.

5. Default and Remedies. If AFS shall (a) fail, refuse or neglect to pay and satisfy, in full and in the applicable method and manner required, any required payment hereunder as and when the same shall become due and payable, whether at the stipulated due date thereof, at a date fixed for payment, or at maturity, by acceleration or otherwise, or upon the occurrence of any other default, breach or event of default hereunder or (b) commit an event of default under the Triparty Agreement. Upon the occurrence of a default, Catellus shall have the immediate right, at the sole discretion of Catellus and without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action (**ALL OF WHICH AFS HEREBY EXPRESSLY WAIVES AND RELINQUISHES**) (i) to declare the entire unpaid balance of the Reimbursement Amount (including, without limitation, the outstanding principal balance thereof and all accrued but unpaid interest thereon) at once immediately due and payable (and upon such declaration, the same shall be at once immediately due and payable) and may be collected forthwith, whether or not there has been a prior demand for payment and regardless of the stipulated date of maturity and (ii) to exercise any of Catellus' other rights, powers, recourses and remedies under this Agreement, the Triparty Agreement, at law or in equity, and the same (w) shall be cumulative and concurrent, (x) may be pursued separately, singly, successively, or concurrently against AFS, at the sole discretion of Catellus, (y) may be exercised as often as occasion therefor shall arise, it being agreed by AFS that the exercise, discontinuance of the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse, and (z) are intended to be, and shall be, nonexclusive. Without limiting the provisions of Section 9 hereof, if the Reimbursement Amount, or any part thereof, is collected by or through an attorney-at-law, AFS agrees to pay all costs and expenses of collection, including, but not limited to, Catellus' attorneys' fees, whether or not any legal action shall be instituted to enforce this Agreement.

6. No Waiver; Amendment. No failure to accelerate the Reimbursement Amount by reason of a default hereunder, acceptance of a partial or past due payment, or indulgences granted from time to time shall be construed (i) as a novation of this Agreement or as a reinstatement of the Reimbursement Amount or as a waiver of such right of acceleration or of the right of Catellus thereafter to insist upon strict compliance with the terms of this Agreement, or (ii) to prevent the exercise of such right of acceleration or any other right granted under this Agreement or by any Applicable Laws. AFS hereby expressly waives and relinquishes the

benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. The failure to exercise any remedy available to Catellus shall not be deemed to be a waiver of any rights or remedies of Catellus under this Agreement, or at law or in equity. No extension of the time for the payment of the Reimbursement Amount or any installment thereof due hereunder, made by agreement with any person now or hereafter liable for the payment of Reimbursement Amount, shall operate to release, discharge, modify, change or affect the original liability of AFS under this Agreement, either in whole or in part, unless Catellus specifically, unequivocally and expressly agrees otherwise in writing. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

7. WAIVERS. AFS WAIVES AND RELINQUISHES PRESENTMENT FOR PAYMENT, DEMAND, NOTICE OF NONPAYMENT OR NONPERFORMANCE, PROTEST, NOTICE OF PROTEST, NOTICE OF INTENT TO ACCELERATE, NOTICE OF ACCELERATION OR ANY OTHER NOTICES OR ANY OTHER ACTION. AFS WAIVES AND RELINQUISHES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO THE BENEFITS OF ANY MORATORIUM, REINSTATEMENT, MARSHALING, FORBEARANCE, VALUATION, STAY, EXTENSION, REDEMPTION, APPRAISEMENT, EXEMPTION AND HOMESTEAD NOW OR HEREAFTER PROVIDED BY THE CONSTITUTION AND LAWS OF THE UNITED STATES OF AMERICA AND OF EACH STATE THEREOF, BOTH AS TO ITSELF AND IN AND TO ALL OF ITS PROPERTY, REAL AND PERSONAL, AGAINST THE ENFORCEMENT AND COLLECTION OF THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT OR BY THE OTHER LOAN DOCUMENTS.

8. Interest Provisions. It is expressly stipulated and agreed to be the intent of AFS and Catellus at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the amounts owed under and evidenced by this Agreement (or applicable United States federal law to the extent that it permits Catellus to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law). If the Applicable Law is ever judicially interpreted so as to render usurious any amount (i) contracted for, charged, taken, reserved or received pursuant to this Agreement or any other communication or writing by or between AFS and Catellus related to the transaction or transactions that are the subject matter of this Agreement, (ii) contracted for, charged, taken, reserved or received by reason of Catellus' exercise of the option to accelerate the maturity of the Reimbursement Amount, or (iii) AFS will have paid or Catellus will have received by reason of any voluntary prepayment by AFS of the Reimbursement Amount, then it is AFS' and Catellus' express intent that all amounts charged in excess of the Maximum Lawful Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Lawful Rate theretofore collected by Catellus shall be credited on the unpaid balance of the Reimbursement Amount (or, if the Reimbursement Amount has been or would thereby be paid in full, refunded to AFS), and the provisions of this Agreement shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the Applicable Law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; provided, however, if the Reimbursement Amount has been paid in full before the end of the stated term

provided above, then AFS and Catellus agree that Catellus shall, with reasonable promptness after Catellus discovers or is advised by AFS that interest was received in an amount in excess of the Maximum Lawful Rate, either refund such excess interest to AFS and/or credit such excess interest against the Reimbursement Amount then owing by AFS to Catellus. AFS hereby agrees that as a condition precedent to any claim seeking usury penalties against Catellus, AFS will provide written notice to Catellus, advising Catellus in reasonable detail of the nature and amount of the violation, and Catellus shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to AFS or crediting such excess interest against the Reimbursement Amount then owing by AFS to Catellus. All sums contracted for, charged, taken, reserved or received by Catellus for the use, forbearance or detention of the Reimbursement Amount shall, to the extent permitted by Applicable Laws, be amortized or spread, using the actuarial method, throughout the stated term of repayment of the Reimbursement Amount (including all renewal and extension periods, if any [none being implied]) until payment in full so that the rate or amount of interest on account of the Reimbursement Amount does not exceed the Maximum Lawful Rate from time to time in effect and applicable to this Agreement for so long as any portion of the Reimbursement Amount is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to this Agreement or the Reimbursement Amount. Notwithstanding anything to the contrary contained herein or in any other related documents, it is not the intention of Catellus to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration. To the extent that Catellus is relying on Chapter 303 of the Texas Finance Code to determine the Maximum Lawful Rate payable on the Reimbursement Amount, Catellus will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303, as amended. To the extent United States federal law permits Catellus to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, Catellus will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Lawful Rate. Additionally, to the extent permitted by Applicable Laws now or hereafter in effect, Catellus may, at its option and from time to time, utilize any other method of establishing the Maximum Lawful Rate under such Chapter 303 or under other Applicable Laws by giving notice, if required, to AFS as provided by Applicable Laws now or hereafter in effect.

9. Attorneys' Fees. If Catellus retains an attorney in connection with any default or at maturity or to collect, enforce, or defend this Agreement, the Reimbursement Amount or any part hereof, in any lawsuit or in any reorganization, bankruptcy or other proceeding, or if AFS sues Catellus in connection with this Agreement and does not prevail, then AFS agrees to pay to Catellus, in addition to the Reimbursement amount and all interest thereon, all costs and expenses of collection or incurred by Catellus in any such suit or proceeding, including, but not limited to, attorneys' fees.

10. Time of Essence. Time is of the essence in connection with each and every provision of this Agreement.

11. Headings. The titles of any sections hereof are inserted for convenience of reference only and shall in no way alter, modify, define, limit, amplify or be used in construing the text, scope or intent of such sections or any provisions hereof.

12. Notices. Formal notices, demands and communications between the parties will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally or regionally recognized reputable express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Catellus: Catellus Austin, LLC
 c/o ProLogis
 4550 Mueller Boulevard
 Austin, Texas 78723
 Attention: Matt Whelan

With a copy to: Catellus Austin, LLC
 c/o ProLogis
 4545 Airport Way
 Denver, CO 80239
 Attention: Gregory J. Weaver

and

Catellus Austin, LLC
c/o ProLogis
4545 Airport Way
Denver, CO 80239
Attention: General Counsel

With a copy to: DuBois, Bryant & Campbell, LLP
 700 Lavaca Street, Suite 1300
 Austin, Texas 78701
 Attention: Rick Reed

AFS: Film Society of Austin, Inc.
 1901 East 51st Street
 Austin, Texas 78723
 Attention: Ms. Rebecca Campbell

With a copy to: Rick Triplett, Esq.
 Graves, Dougherty, Hearon & Moody, P.C.
 Post Office Box 98
 Austin, Texas 78767-0098

Copies of all notices sent by AFS or Catellus shall also be sent to the City at the following address:

Director
City of Austin
Economic Growth and Redevelopment Services Office
Post Office Box 1088
Austin, Texas 78767-1088

with a copy to: City Attorney
City of Austin Department of Law
301 West Second Street, Fourth Floor
Austin, Texas 78701

with a copy to: Thompson & Knight L.L.P.
98 San Jacinto, Suite 1900
Austin, Texas 78701
Attention: James E. Cousar and Andrew A. Ingram

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered or in the case of certified mail two (2) Business Days following deposit of such instrument in the United States Mail. Notice of change of address will be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to constitute receipt of the notice, demand, request or communication sent.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Agreement nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by Applicable Laws.

14. Successors. The provisions and covenants contained in this Agreement will inure to and be binding upon the respective successors and permitted assigns of the parties hereto. AFS may not assign its rights or obligations hereunder without the prior written consent of Catellus, which consent may be withheld in the sole and absolute discretion of Catellus. Catellus may freely assign its rights and obligations hereunder without the prior written consent of AFS. In the event that Catellus is no longer the "master developer" under the MDA (either by termination, assignment or completion of development) this Agreement shall automatically be assigned by Catellus to the City (or its designee) upon written notice by the City to Catellus, provided that Catellus has been paid the amounts due to Catellus under Section 3 hereof.

15. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile will be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile will also deliver an original executed counterpart of this Agreement, but the failure

to deliver such original executed counterpart will not affect the validity, enforceability and binding effect of this Agreement.

16. Gender and Number. Within this Agreement, words of any gender will be held and construed to include any other gender, and words in the singular number will be held and construed to include the plural and words in the plural number will be held and construed to include the singular, unless the context otherwise requires.

17. Rule of Construction Inapplicable. The parties acknowledge and confirm that each of their respective attorneys has participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting party will not be employed in the interpretation of this Agreement to favor either party against the other.

18. **GOVERNING LAW. THIS AGREEMENT IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN THE STATE OF TEXAS, AND WILL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

19. **VENUE. THE OBLIGATIONS OF THE PARTIES HERETO ARE AND WILL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.**

20. **ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS THE FINAL, ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF AND ALL PRIOR AGREEMENTS, WHETHER WRITTEN OR ORAL, RELATIVE HERETO THAT ARE NOT CONTAINED HEREIN ARE SUPERSEDED AND TERMINATED HEREBY, AND THIS AGREEMENT MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CATELLUS:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

AFS:

FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation, doing business as The Austin Film Society

By: _____
Rebecca Campbell, Executive Director

**EXHIBIT "E" TO LEASE AGREEMENT
RECONFIGURATION OF PREMISES**

[See Attached]

EXHIBIT " "

AUSTIN FILM STUDIOS
(BOUNDARY EXHIBIT)

20.061 ACRES
AUSTIN FILM TRACT
RMMA

FN. NO. 09-154 (AJM)
JUNE 4, 2009
BPI JOB NO. 1400-26.94

DESCRIPTION

OF 20.061 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 20.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with cap set at the intersection of the southerly right-of-way line of East 51st Street (90' R.O.W.) and the easterly right-of-way line of Future Vaughan Street (60' R.O.W./not yet of record), for the northwesterly corner hereof;

THENCE, over and across said City of Austin tract, along said southerly right-of-way line of East 51st Street, for a portion of the northerly line hereof, the following three courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 1000.23 feet, a central angle of 02°52'22", an arc length of 50.15 feet, and a chord which bears S65°09'18"E, a distance of 50.15 feet to a 1/2-inch iron rod found at the end of said curve;
- 2) S66°37'37"E, a distance of 366.27 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
- 3) Along said curve, having a radius of 1477.40 feet, a central angle of 13°23'30", an arc length of 345.31 feet, and a chord which bears S73°17'02"E, a distance of 344.52 feet to a 1/2-inch iron rod found at the end of said curve, being on the northerly line of said City of Austin tract, also being the southwesterly corner of Lot 1, F.V.M.F. Addition, a subdivision of record in Book 80, Page 209 of the Plat Records of Travis County, Texas;

THENCE, S62°29'38"E, leaving the southerly right-of-way line of East 51st Street, along the southerly line of said Lot 1, for the northerly line of said City of Austin tract and a portion of the northerly line hereof, a distance of 867.96 feet to a 1/2-inch iron rod with cap set in the westerly right-of-way line of Future Tilley Street (R.O.W. varies/not yet of record), for the northeasterly corner hereof;

THENCE, S42°17'46"W, leaving the southerly line of said Lot 1, over and across said City of Austin tract, along said westerly right-of-way line of Future Tilley Street, for the easterly line hereof, a distance of 551.23 feet to a 1/2-inch iron rod with cap set for the southeasterly corner hereof;

THENCE, leaving said westerly right-of-way line of Future Tilley Street, continuing over and across said City of Austin tract, for the southerly line hereof, the following four (4) courses and distances:

- 1) N47°36'07"W, a distance of 538.82 feet to a 1/2-inch iron rod with cap set at an angle point;
- 2) S42°23'53"W, a distance of 401.38 feet to a 1/2-inch iron rod with cap set at an angle point;
- 3) N43°25'06"W, a distance of 392.30 feet to a 1/2-inch iron rod with cap set at an angle point;
- 4) S87°00'00"W, a distance of 270.00 feet to a 1/2-inch iron rod with cap set in said easterly right-of-way line of Future Vaughan Street, for the southwesterly corner hereof;

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- 1) N03°00'00"W, a distance of 429.60 feet to a 1/2-inch iron rod with cap set at a point of curvature of a curve to the right;
- 2) Along said curve, having a radius of 270.00 feet, a central angle of 31°00'00", an arc length of 146.08 feet, and a chord which bears N12°30'00"E, a distance of 144.31 feet to a 1/2-inch iron rod with cap set at the point of tangency of said curve;

- 3) N28°00'00"E, a distance of 188.52 feet to the POINT OF BEGINNING, containing an area of 20.061 acres (873,846 square feet) of land, more or less, within these metes and bounds.

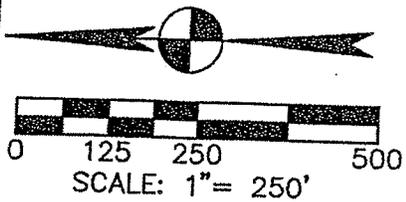
BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
211 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701


6-4-09
ABRAM C. DASHNER, R.P.L.S.
NO. 5901
STATE OF TEXAS

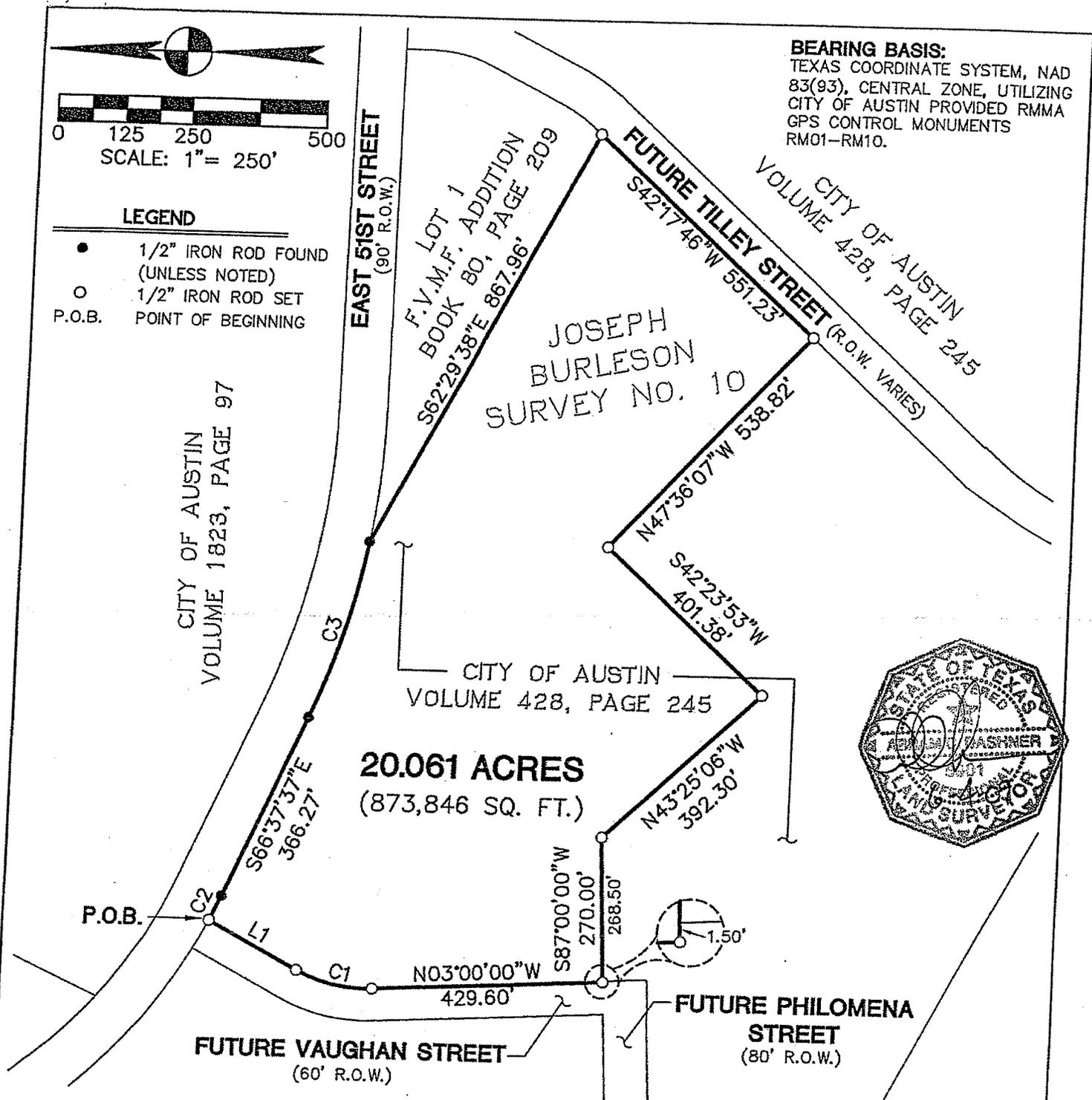




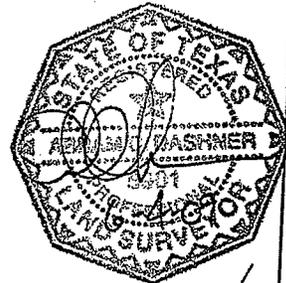
LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- P.O.B. POINT OF BEGINNING

BEARING BASIS:
 TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.



20.061 ACRES
 (873,846 SQ. FT.)



CURVE TABLE

No.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	31°00'00"	270.00	146.08	144.31	N12°30'00"E
C2	2°52'22"	1000.23	50.15	50.15	S65°09'18"E
C3	13°23'30"	1477.40	345.31	344.52	S73°17'02"E

LINE TABLE

LINE	BEARING	LENGTH
L1	N28°00'00"E	188.52

Bury+Partners

ENGINEERING SOLUTIONS
 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512)328-0011 Fax (512)328-0326
 Bury+Partners, Inc. ©Copyright 2009

SKETCH TO ACCOMPANY DESCRIPTION

OF 20.061 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

CATELLUS

DATE: 6/4/09

FILE: H:\1400\29\140029EX16.dwg

FN No.: 09-154(AJM)

DRAWN BY: AJM

PROJ. No: 1400-26.94

**EXHIBIT "F" TO LEASE AGREEMENT
AFFECTED REMEDIATION AREA**

[See Attached]

EXHIBIT "G" TO LEASE AGREEMENT
SOUTH SCREENING WALL LOCATION

EXHIBIT G: SCREENING ON PREMISES
Austin Film Society Wall Placement
Prepared for the City of Austin by ROMA Austin
June 9, 2009

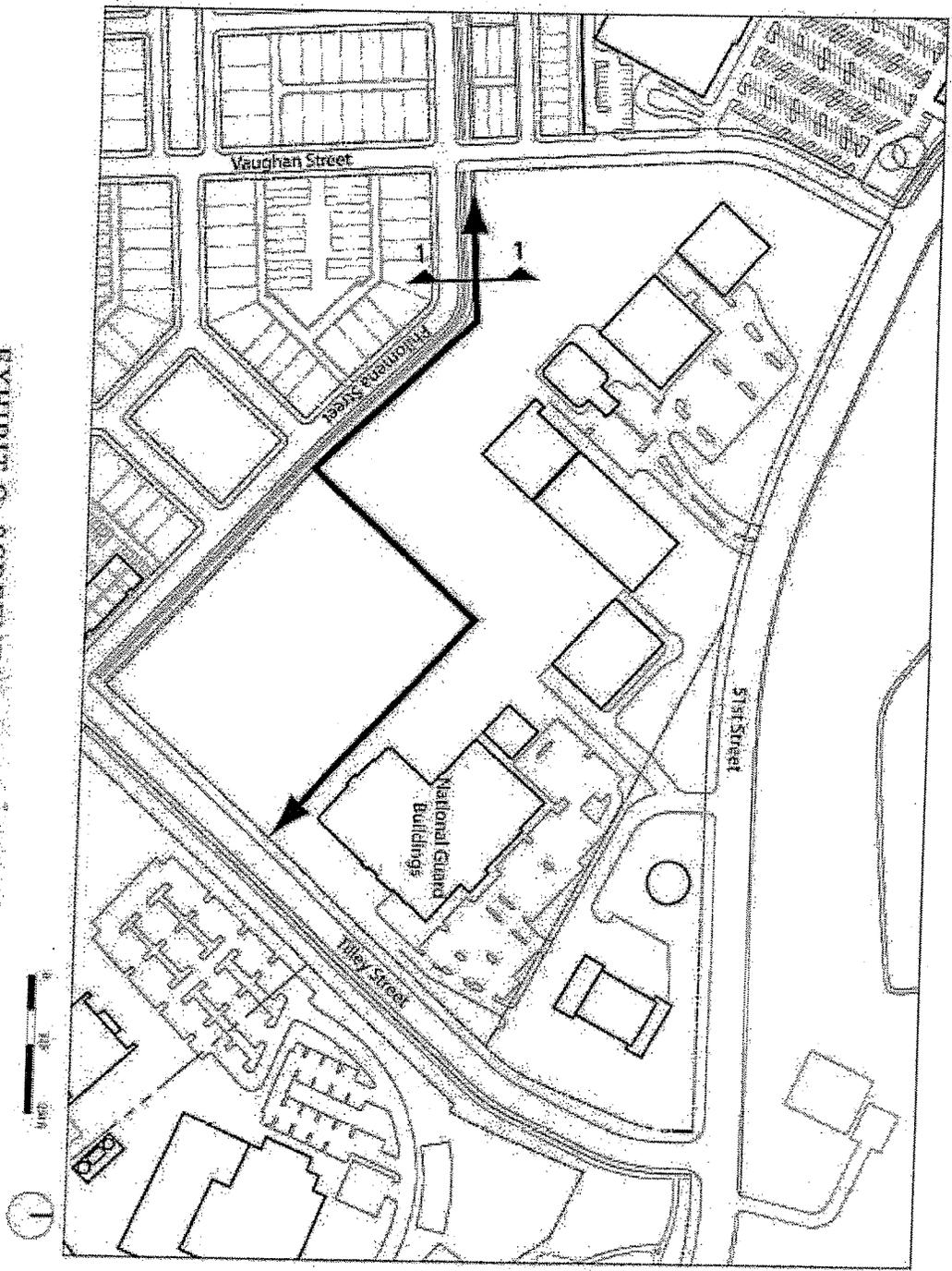
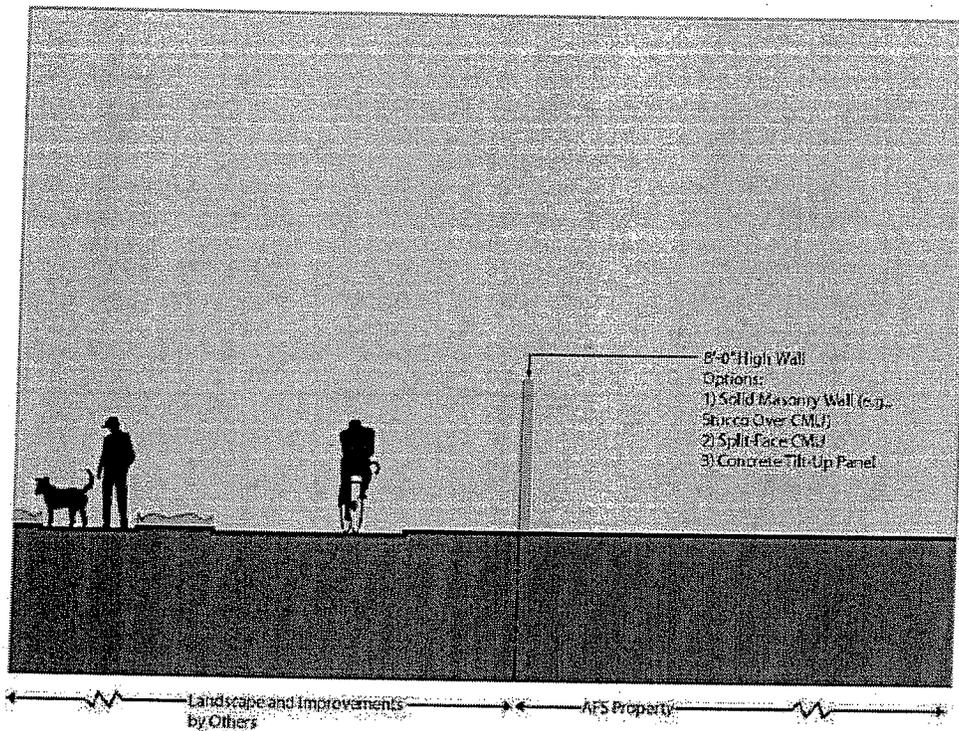


EXHIBIT "H" TO LEASE AGREEMENT

SAMPLE CROSS SECTION



DRAFT

EXHIBIT H

Section 1: Austin Film Society Screen Wall on South Property Edge

Prepared for the City of Austin by ROMA Austin

September 12, 2008

**EXHIBIT "I" TO LEASE AGREEMENT
AMENDMENT TO DESIGN GUIDELINES**

[See attached]

AFTER RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
ARMBRUST & BROWN, L.L.P.
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

**SECOND AMENDMENT TO
MUELLER DESIGN BOOK
MUELLER MASTER COMMUNITY**

Travis County, Texas

Master Declarant: CATELLUS AUSTIN, LLC, a Delaware limited liability company

Cross Reference to Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended, Mueller Design Book, recorded as Document No. 2005193821, Official Public Records of Travis County, Texas as corrected by Scrivener's Affidavit, recorded as Document No. 2005226419, Official Public Records of Travis County, Texas, and as amended by First Amendment to Mueller Design Book, recorded as Document No. 2008030214, Official Public Records of Travis County, Texas.

SECOND AMENDMENT TO MUELLER DESIGN BOOK

This Second Amendment to the Mueller Design Book (the "Amendment") is made and executed by **Catellus Austin, LLC**, a Delaware limited liability company ("Master Declarant"), and is as follows:

RECITALS:

A. Master Declarant previously recorded that certain Mueller Design Book, recorded as Document No. 2005193821, Official Public Records of Travis County, Texas, as corrected by Scrivener's Affidavit recorded as Document No. 2005226419, Official Public Records of Travis County, Texas, and as amended by First Amendment to Mueller Design Book, recorded as Document No. 2008030214, Official Public Records of Travis County, Texas (the "**Mueller Design Book**"), both of which are subject to the terms and provisions of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**").

B. Pursuant to *Section 5.4(a)* of the Master Covenant, the New Construction Committee has the authority to amend the Master Design Guidelines for so long as it has review authority under *Section 5.2(a)*. Each such amendment must be executed by the Master Declarant and the City of Austin.

NOW, THEREFORE, Master Declarant hereby amends the Design Book as follows:

1. Amendment to Mueller Design Book. The Addendum B: Austin Film Society Campus Amendment, attached hereto as Exhibit "A", is hereby added to the Mueller Design Book.

2. Miscellaneous. Any capitalized terms used and not otherwise defined in this Amendment shall have the meanings set forth in the Master Covenant.

SIGNATURES APPEAR ON FOLLOWING PAGES

EXECUTED to be effective as of the ____ day of _____, 2009.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC., a Delaware limited liability company

By: _____
John Matthew Whelan, III,
Senior Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2009, by John Matthew Whelan, III, Senior Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public Signature

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON NEXT PAGE]

THE CITY OF AUSTIN, a Texas home rule city
and municipal corporation

By: _____
Lauraine Rizer, Manager
Real Estate Services
Public Works Department

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2009,
by Lauraine Rizer, Manager, Real Estate Services, Public Works Department of the City of
Austin, Texas, a Texas home rule city and municipal corporation, on behalf of said city.

[SEAL]

Notary Public Signature

Approved as to content:

Approved as to form:

By: _____
Sue Edwards
Assistant City Manager

By: _____
Thomas Nuckols
Law Department

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON NEXT PAGE]

MUELLER NEW CONSTRUCTION COUNCIL

By: _____
John Matthew Whelan, III, Member

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this _____ day of _____, 2009,
by John Matthew Whelan, III, Member of the Mueller New Construction Council.

(SEAL)

Notary Public Signature

[END OF SIGNATURES AND ACKNOWLEDGMENTS]

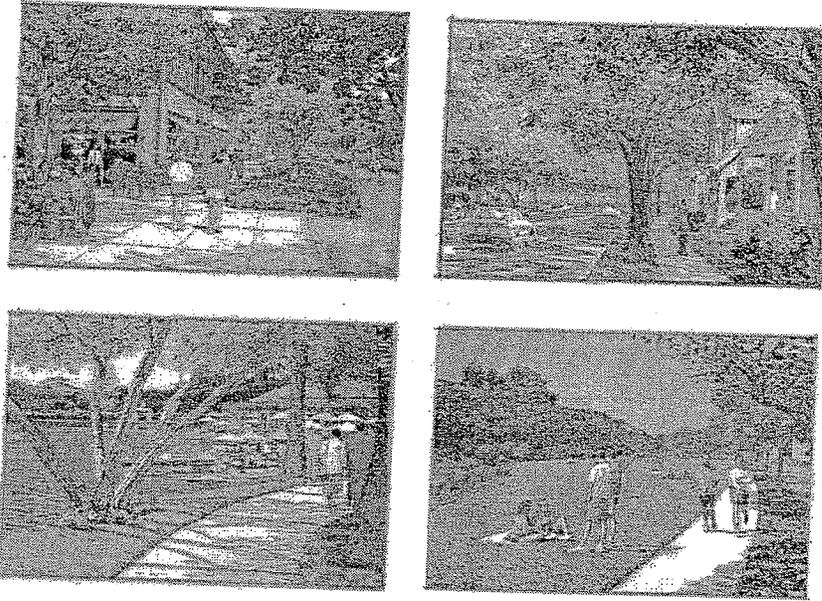
EXHIBIT "A"

MUELLER DESIGN BOOK
ADDENDUM B: AUSTIN FILM SOCIETY CAMPUS AMENDMENT

[ATTACHED HERETO]



AUSTIN TEXAS



MUELLER DESIGN BOOK

ADDENDUM B: AMENDMENT

(FEBRUARY 2009)

ORIGINAL EDITION: NOVEMBER 2004

This Addendum B is a supplement to and amendment of certain portions of the November 2004 Mueller Design Book, recorded as Document No. 2005193821 in the Official Public Records of Travis County, Texas, as amended by First Amendment to Mueller Design Book, recorded as Document No. 2008030214, Official Public Records of Travis County, Texas ("MDB"). As stated in Chapter 8 of the MDB, the "Design Book is envisioned as a dynamic document that will continue to evolve in response to changing conditions and to the Mueller character. As such, it is anticipated that over the life of the community, this Design Book will need to be refined or amended to incorporate new conditions." The purpose of Addendum B is to consolidate all refinements and amendments to the MDB that have been approved by the Mueller New Construction Council ("NCC") since the adoption of the MDB.

Having been approved by the NCC, Catellus Austin, LLC, and the City of Austin, the amendments contained in Addendum B are considered a part of the MDB and carry the same authority as the originally-adopted text. In addition to the actual text and exhibits associated with the amendments, the addendum includes a brief statement before each amendment that provides context for the amendment by explaining how the text and exhibits would be inserted into the MDB should a new version of the MDB ever be produced.

ADDENDUM B: AMENDMENT

The following amendment is considered a part of the Mueller Design Book:

REVISED GUIDELINES FOR AUSTIN FILM SOCIETY CAMPUS

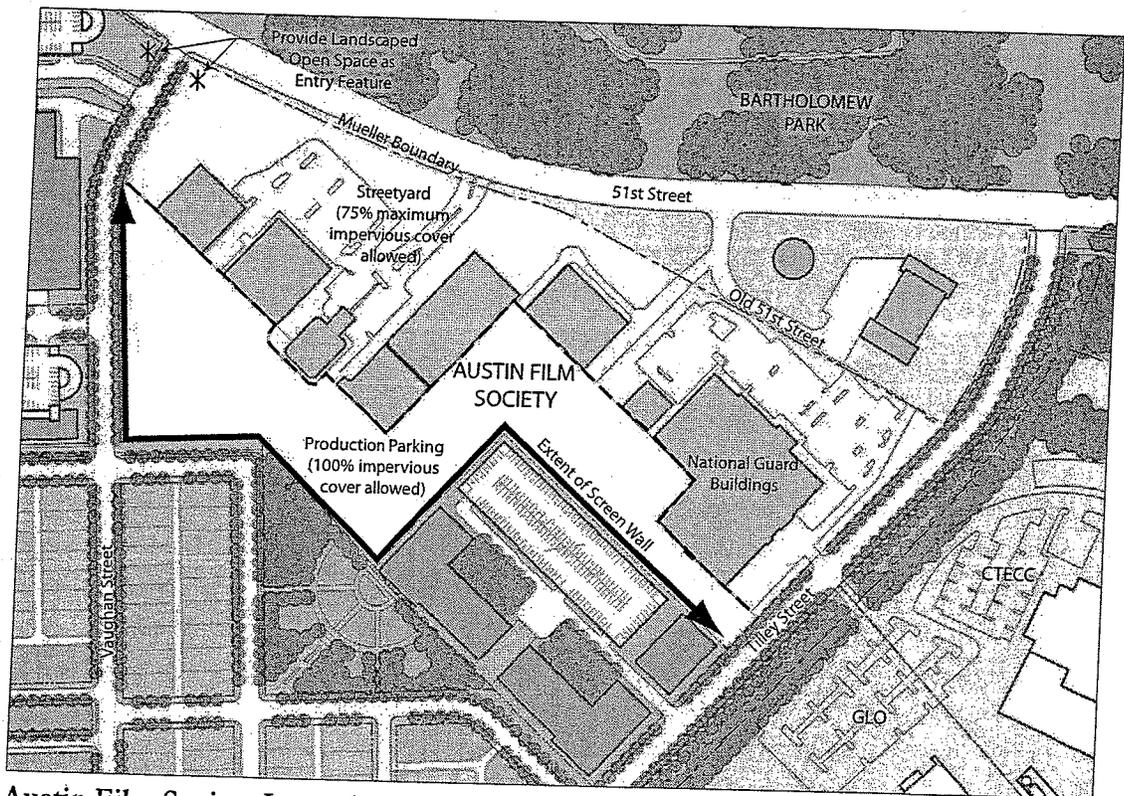
4.4 AUSTIN FILM SOCIETY CAMPUS

Since 2001, the Austin Film Society (AFS) has been operating a film production facility in several former general aviation buildings on the airport site along East 51st Street. This non-profit operation has been responsible for the production of several major motion pictures and television features that have helped to reinforce Austin as one of the most important film making centers in North America. The AFS has also been effective in promoting local and East Austin employment on film projects.

The plan for Mueller calls for the AFS and its production facility to remain and expand within a 20-acre campus in the Northeast Quadrant of the new community. It is important, however, that the development of the AFS campus be implemented in a way that assures compatibility with adjacent commercial and residential neighborhoods, while meeting its own operational and functional requirements. To this end, an architectural master plan must be prepared for the 20-acre campus, and reviewed and approved by the NCC. The architectural master plan must comply with the following guidelines:

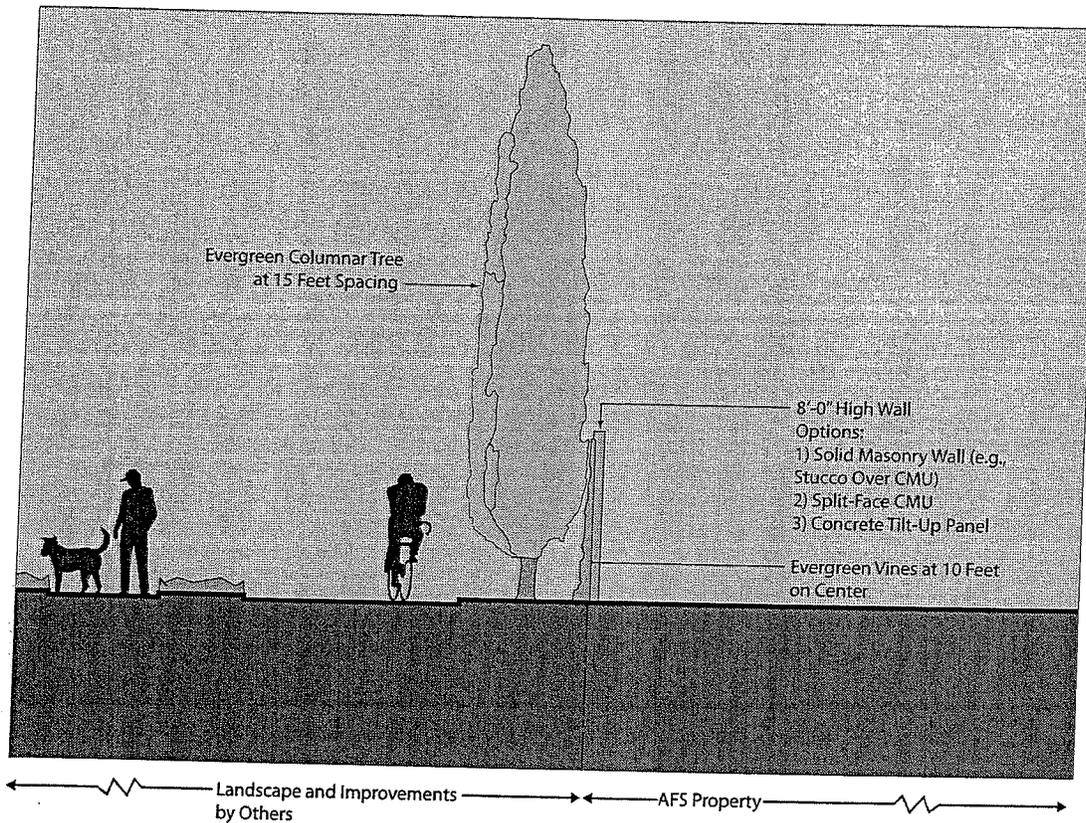
- Land uses within the campus will be limited to film production and support uses.
- The campus will be developed with a maximum of 220,000 gross square feet of development. Any additional development will be consistent with the Traffic Impact Analysis (TIA) for Mueller.
- The maximum height of buildings within the AFS campus will not exceed 60 feet, unless the NCC makes a finding that additional height is compatible with adjacent neighborhoods and the overall character of the community. New buildings should be set back from the AFS lease boundary edge by a minimum of 25 feet, if and where a proposed building height exceeds 40 feet.
- Development along the East 51st Street frontage will be set back from the property line by at least 50 feet to provide for landscaping that extends the open space character of Bartholomew Park, and offers visual screening and drainage opportunities.

- Temporary production parking and staging areas not visible from the East 51st Street edge, (including the paved areas currently located to the south of the existing AFS stages and National Guard Buildings) are exempt from requirements related to tree per parking space ratio.
- Truck and vehicular access to the AFS campus will be primarily from driveways connecting to East 51st Street or from Old 51st Street fronting the National Guard Site. Tilley Street may also be used as a secondary access and egress, with a maximum of one curb cut to be aligned exactly with the shared driveway/access for CTECC and the GLO properties, as shown on the plan diagram below. Driveway widths shall not exceed 24 feet in width.
- Portable buildings, service areas, such as loading docks and dumpsters, as well as any new automobile parking areas, shall not be visible from East 51st Street, nor from any of the adjacent streets within the Mueller community.
- The maximum impervious coverage of the area north of the existing film studio buildings shall not exceed 75 percent. Open space, swales planting



Austin Film Society Lease Area

Note: Mueller master plan outside of Austin Film Society campus is subject to change.



Austin Film Society Screen Wall

beds, etc., should be distributed throughout this area to intercept and reduce runoff. Production parking with up to 100% impervious cover allowed, will be located south of the existing film studio buildings.

- Along the western (Vaughan Street) and southern (Philomena Street) boundaries of the AFS lease property, an eight-foot tall perimeter wall will be constructed, creating an attractive public appearance and providing security and visual privacy for AFS. The wall should be constructed of high quality materials, such as pre-cast concrete, brick or other masonry. Murals or other artistic elements that convey the creative film-making activities of the complex are encouraged to be integrated with/into the screen walls. Along the AFS's northern (East 51st Street) and eastern (Tilley Street) boundaries, a see-through fence will be constructed. The use of wrought iron tubular steel and other decorative high quality materials and treatments is recommended.
- To the extent practicable, community and public-oriented uses within the AFS campus are encouraged along the Neighborhood Park and Philomena Street, with entries and windows oriented to the neighborhood. Such uses could include a

screening room or event space, public information or interpretive center, gift or bookshop, etc. Parking for such uses should be confined to the street and to interior parking lots within the campus.

- Pedestrian and bicycle access between the AFS campus and the hike-and-bike trail along Philomena Street should be provided at one or more points, from the adjacent neighborhood park, as practicable from a security standpoint.

**LEASE PREMISES RECONFIGURATION AMENDMENT
TO
THE LEASE AGREEMENT**

by and between

**CITY OF AUSTIN
(Landlord)**

and

**FILM SOCIETY OF AUSTIN, INC.
(Tenant)**

LEASE AMENDMENT: PREMISES RECONFIGURATION

THIS LEASE AMENDMENT (this "Reconfiguration Amendment") is entered into by and between the CITY OF AUSTIN, a Texas home rule city and municipal corporation ("Landlord") and the FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation, doing business as The Austin Film Society ("Tenant") effective as of the 1st day of March, 2013 (the "Commencement Date").

RECITALS:

A. Pursuant to that certain Lease ("Lease") dated July 22, 2009 between Landlord and Tenant, Tenant occupies and operates a portion of the former Robert Mueller Municipal Airport ("Mueller") adjacent to 51st Street as a studio complex for multi-media productions and for educational and job training purposes associated therewith.

B. Landlord and Tenant have agreed to reconfigure the lease premises as anticipated and mutually agreed in Section 14(c) of the Lease, for compatibility with the contemplated redevelopment of Mueller as set forth in the Master Development Agreement dated December 2, 2004 (as modified or amended, "MDA") between Landlord and Catellus Austin, LLC (including any subsequent developer under the MDA, "Catellus").

C. Landlord and Tenant are executing this Reconfiguration Amendment to the Lease as contemplated by the parties to further the public purpose of development and diversification of the state and local economy, elimination of underemployment or unemployment, and the development or expansion of commerce, in general, and specifically, encouraging growth of the local film industry, and promoting the City of Austin as a favorable venue in which to make motion pictures and television shows.

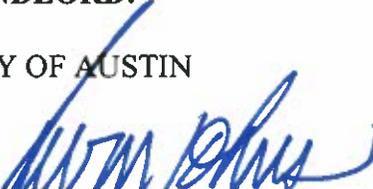
NOW THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, Landlord and Tenant execute this Reconfiguration Amendment in accordance with the Lease as follows:

1. PREMISES: The Landlord and Tenant agree that from and after the effective date of this Reconfiguration Amendment, the Premises of the Lease is the real property, along with any improvements thereon, described in the attached Exhibit "A." By this reconfiguration, the parties agree that as of the effective date of this Reconfiguration Amendment, Tenant has vacated and does hereby terminate any possessory rights to any of Landlord's real property and improvements not included within the Premises as described and depicted on Exhibit "A." Exhibit "A" is hereby incorporated by the parties into the Lease, as amended by this Reconfiguration Amendment, for all purpose.
2. Except as provided herein, the terms and provisions of the Lease remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Reconfiguration Amendment through their duly authorized representatives effective as of the 1st day of March, 2013.

LANDLORD:

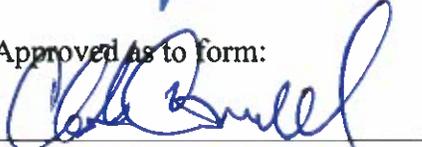
CITY OF AUSTIN

By: 

~~Sue Edwards, Assistant City Manager,~~

Kevin Johns, Director, Economic Growth & Redevelopment Services

Approved as to form:



Assistant City Attorney

TENANT:

FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation, doing business as
The Austin Film Society

By: 

Rebecca Campbell, Executive Director

EXHIBITS

Exhibit "A" – Description of Premises

EXHIBIT "A" TO LEASE AGREEMENT

Description of Premises (SEE ATTACHED)

EXHIBIT " "

AUSTIN FILM STUDIOS
(BOUNDARY EXHIBIT)

20.061 ACRES
AUSTIN FILM TRACT
RMMA

FN. NO. 09-154(AJM)
JUNE 4, 2009
BPI JOB NO. 1400-26.94

DESCRIPTION

OF 20.061 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 20.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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- 1) Along a non-tangent curve to the left, having a radius of 1000.23 feet, a central angle of 02°52'22", an arc length of 50.15 feet, and a chord which bears S65°09'18"E, a distance of 50.15 feet to a 1/2-inch iron rod found at the end of said curve;
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THENCE, S42°17'46"W, leaving the southerly line of said Lot 1, over and across said City of Austin tract, along said westerly right-of-way line of Future Tilley Street, for the easterly line hereof, a distance of 551.23 feet to a 1/2-inch iron rod with cap set for the southeasterly corner hereof;

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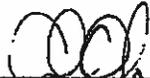
FN 09-154 (AJM)
JUNE 4, 2009
PAGE 3 OF 3

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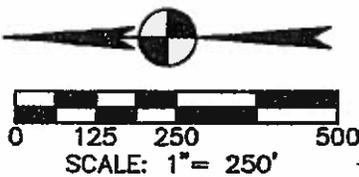
BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
211 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701


6-4-09
ABRAM C. DASHNER, R.P.L.S.
NO. 5901
STATE OF TEXAS

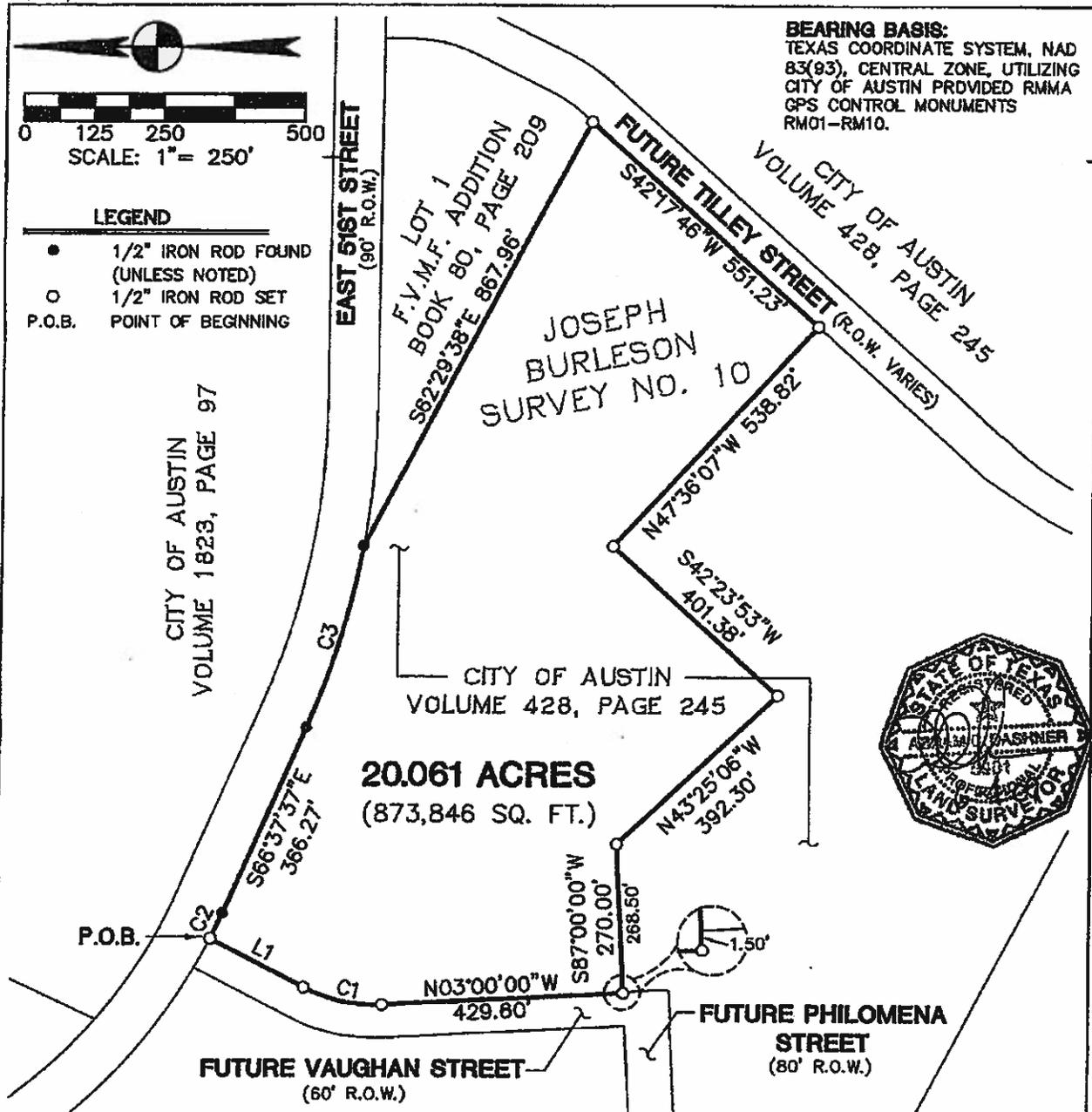




LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- P.O.B. POINT OF BEGINNING

BEARING BASIS:
 TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.



CURVE TABLE

No.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	31°00'00"	270.00	146.08	144.31	N12°30'00"E
C2	2°52'22"	1000.23	50.15	50.15	S65°09'18"E
C3	13°23'30"	1477.40	345.31	344.52	S73°17'02"E

LINE TABLE

LINE	BEARING	LENGTH
L1	N26°00'00"E	188.52

Bury+Partners
 ENGINEERING SOLUTIONS
 221 West Sixth Street, Suite 680
 Austin, Texas 78701
 Tel. (512)328-0011 Fax (512)328-0326
 Bury+Partners, Inc. ©Copyright 2000

SKETCH TO ACCOMPANY DESCRIPTION
 OF 20.061 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

CATELLUS

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Second Amendment**") is entered into effective the 30th day of November, 2014 (the "**Effective Date**"), by and between **CITY OF AUSTIN**, a Texas home rule city and municipal corporation ("**Landlord**"), and **FILM SOCIETY OF AUSTIN, INC.**, a Texas non-profit corporation, doing business as The Austin Film Society ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that one certain Lease Agreement dated July 22, 2009, which Lease Agreement was amended by that certain Lease Amendment: Premises Reconfiguration dated March 1, 2013 (as amended, the "**Agreement**"), with respect to that certain real property located in Austin, Travis County, Texas, and more particularly described in the Agreement; and

WHEREAS, Landlord and Tenant agree to amend the Agreement as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as of the Effective Date of this Second Amendment as follows:

1. Section 2 of the Agreement is hereby revised to read in its entirety as follows:

"2. TERM.

(a) Initial Term. This Lease shall commence on the Commencement Date and unless sooner terminated or extended as provided herein shall continue in effect until July 21, 2034 (the "**Term**").

(b) Extension Options. Two (2) additional extensions to the length of the Term, twenty-five (25) years each, are available at Tenant's option. At the written request of Tenant delivered to Landlord not less than six (6) months prior to the expiration of the then-current Term, the Term may be extended for one (1) of the available two (2) additional twenty-five (25) year extension periods. The option for an extension is not available to Tenant if a Tenant Default exists during the six (6) month period immediately preceding the expiration date of the then-current Term.

(c) Expiration. Upon the expiration or termination of this Lease, Tenant shall peaceably quit, deliver up and surrender the Premises, in

good order, repair and condition, subject to reasonable wear and tear. At the expiration or termination of the Term, Tenant shall peaceably surrender to Landlord the Premises broom clean and in good condition, reasonable wear and tear and damage from casualty excepted. Tenant shall remove all goods, equipment or material owned by Tenant on the Premises; subject, however, to any valid lien that Landlord may have thereon for unpaid Rent, fees or charges. Upon such expiration, Landlord may, without further notice, enter upon, reenter, possess and repossess itself of the Premises by summary proceedings, ejectment or otherwise, and may have, hold and enjoy the Premises and all rental and other income therefrom, free of any claim by Tenant with respect thereto. If Tenant does not surrender possession of the Premises at the end of the Term, such action shall not extend the Term, Tenant shall be a tenant at sufferance, and during such time of occupancy Tenant shall pay to Landlord, as damages, an amount equal to one hundred fifty percent (150%) of the then current fair market value rental for the Premises, as reasonably determined by Landlord.”

2. The first sentence of Section 3(a) of the Agreement is hereby revised to read in its entirety as follows:

“3. RENT, TAXES, UTILITIES AND OTHER CHARGES.

(a) Rent. Tenant shall pay Landlord annual rent for the Premises in advance without notice or demand (“**Rent**”) on or before November 1 of each year throughout the Term.”

3. The first sentence of Section 5(a) of the Agreement is hereby revised to read in its entirety as follows:

“(a) Maintenance and Repairs. Tenant, at Tenant’s sole expense, shall take good care of the Premises, including, without limitation, the buildings, hangars, fixtures, parking lots, driveways, gates, fences and staging areas, and shall, subject to Section 6(a) below, make or cause to be made all repairs thereto and replacements thereof which are necessary to maintain and keep the Premises in good order, repair and condition at all times.”

4. Exhibit “C” to the Agreement (Required Insurance Coverages) is replaced with a revised **Exhibit “C”** attached and incorporated into this Second Amendment as Attachment 1.

5. Section 5(b) of the Agreement is hereby revised to read in its entirety as follows:

“(b) Insurance. Tenant shall, at its cost and expense, throughout the Term obtain and maintain in full force and effect the policies of insurance described on **Exhibit “C”** attached hereto and incorporated herein with respect to the Premises. Such policies of insurance shall provide that with respect to the East, West and South Screening Walls the applicable Mueller property owners associations and the Master Developer shall be named as additional insured with respect to liability on such walls. Insurance required to be carried by Tenant hereunder shall be primary coverage for all losses covered by such policies of insurance. Insurance provided by Tenant shall be primary coverage for all losses covered by such insurance. Tenant shall require all subtenants who use or occupy the Premises by, through or under Tenant, to provide the same insurance covering their activities at the Premises. Except as provided below, Landlord shall fully insure all of the Restoration Items (hereinafter defined), *provided* Landlord shall not be obligated to provide such insurance on the Restoration Items unless Tenant reimburses Landlord for the actual cost of the casualty insurance premiums covering the full replacement costs of the Restoration Items annually within thirty (30) days of receiving an invoice therefor from Landlord. Landlord shall provide Tenant with written notice of any changes to Landlord’s casualty insurance policies covering the Restoration Items (including premiums) as soon as is reasonably practicable. Tenant will have until August 1 of each year to notify Landlord that it will obtain its own casualty insurance and not reimburse Landlord for such casualty insurance premiums covering the Restoration Items for the next fiscal year of Landlord (*i.e.*, October 1 to September 30 of each calendar year). If Tenant elects to decline to reimburse Landlord for Landlord’s casualty insurance premiums covering the Restoration Items, Tenant will acquire casualty insurance for Restoration Items at Tenant’s sole expense.”

6. The first sentence of Section 5(f) of the Agreement is hereby revised to read in its entirety as follows:

“(f) Annual Report. On or before each November 1 of the Term, Tenant shall prepare and deliver to Landlord a written report of its activities in the twelve (12) month period preceding September 1.”

7. Section 5(h) of the Agreement is hereby revised to read in its entirety as follows:

“(h) Budgets. Tenant shall prepare an annual operating budget for the Premises, and submit a copy thereof to Landlord on or before each November 1. Tenant shall operate and maintain the Premises in accordance with its budgets. Tenant shall prepare and submit to Landlord an annual report on each October 1 comparing the actual expenditures to the budgeted amounts.”

8. Section 6(a) of the Agreement is hereby revised to read in its entirety as follows:

“(a) Restoration Upon Casualty Loss. If any of the following portions of the Premises (the “**Restoration Items**”):

- Buildings or items related to the structural integrity of the buildings (including foundation, exterior walls, load bearing walls and roof);
- Windows;
- Doors;
- Electrical (including outside lines and interior wiring);
- Plumbing (including outside lines and interior plumbing fixtures);
- Life safety equipment (including fire sprinkler system);
- Fences and walls;
- Driveways;
- Trees;
- Landscaping; and
- HVAC equipment;

are wholly or partially destroyed or damaged by fire or any other casualty (“**Casualty**”), Tenant may, at its option, cause the same to be restored and reconstructed. Tenant shall restore the Restoration Items unless Tenant notifies Landlord in writing within sixty (60) days of the date of the Casualty that it will not restore the Restoration Items. If Tenant elects to restore the Restoration Items and if Tenant has been reimbursing Landlord for its casualty insurance premiums covering the Restoration Items, Landlord will provide Tenant with insurance proceeds to fully repair the portions of the Restoration Items damaged by the Casualty as required below as the insurance proceeds become available to Landlord from the insurance company. Tenant will be responsible for its prorata share of any deductible applicable to the Casualty causing damage to the

Restoration Items. Upon commencement, restoration of the Restoration Items damaged by the Casualty shall be pursued thereafter with all due diligence to completion. The design of all portions of the Restoration Items to be restored shall meet the requirements of this Lease and Landlord shall have the same rights of review, comment and approval with respect to such design as it has under Section 9 for new construction. All proceeds from Tenant's rental insurance or business interruption insurance policies shall be the property of and paid to Tenant. Pending Tenant's election whether to restore the Restoration Items and during the restoration work, Tenant will establish reasonable security for the Premises and, as soon as practicable, remove all debris resulting from the Casualty and bring the Premises to a clean and safe condition. Tenant and Landlord agree to cooperate to the greatest degree reasonably practicable in order to obtain all insurance proceeds as soon as possible in order to restore the Restoration Items, including, without limitation, obtaining bids and estimations and submitting claims for payment. Tenant will follow the then effective policies of Landlord governing obtaining insurance proceeds for a Casualty loss."

9. Section 6(b) of the Agreement is hereby revised to read in its entirety as follows:

"(b) No Restoration Following Casualty Loss. If Tenant elects not to restore and reconstruct the Restoration Items, then this Lease will automatically terminate as of the date which is thirty (30) days following the date of Tenant's delivery of notice to Landlord of its election not to restore the Restoration Items. With available casualty insurance proceeds, Tenant shall establish reasonable security for the Premises and, as soon as practicable, remove all debris resulting from the Casualty and bring the Premises to a clean and safe condition. The casualty insurance proceeds covering the Restoration Items received as a result of the Casualty shall be applied, first to satisfy Tenants' obligations in the prior sentence and then to Landlord, to the extent of any remaining proceeds. Tenant shall reasonably cooperate with Landlord to cause Tenant's insurance company to apply the insurance proceeds as provided for in this Section 6(b) in the event Tenant has elected to insure the Restoration Items rather than reimburse Landlord for its insurance premiums covering the Restoration Items."

10. The second sentence of Section 8(a) of the Agreement is hereby revised to read in its entirety as follows:

“If any proposed sublease, sub-sublease or amendment/modification thereto (a **“Required Approval Sublease”**) requires additional Improvements (or modifications to existing Improvements), the cost of which are in excess of \$150,000.00, as such amount shall increase by three percent (3%) per annum from January 1, 2015 (calculated on a cumulative basis over a twelve [12] month period), such Required Approval Sublease requires the prior approval of Landlord, which approval will be conditioned upon an obligation, as set forth in **Exhibit “J”** attached hereto and incorporated herein, to hire local workers by the occupant under certain subleases (or sub-subleases, as the case may be).”

11. The first sentence of Section 9(a) of the Agreement is hereby revised to read in its entirety as follows:

“(a) Landlord’s Consent to Improvements. Tenant shall make no improvement or alteration to the Premises whether in whole or in part, nor construct additional leasehold improvements upon the Premises (collectively, **“Improvements”**), without the prior written consent of Landlord, such consent not to be unreasonably withheld, if (i) the cost of such Improvements is \$150,000.00 or greater, with such \$150,000.00 threshold increasing by three percent (3%) per annum from January 1, 2015, (ii) such Improvements involve the fencing or screening of the Premises, or (iii) such Improvements can be seen from outside of the Premises.”

12. Section 9(c)(iii) is hereby revised to read in its entirety as follows:

“(iii) If the amount of the contract for construction of the proposed Improvements exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), as such amount shall be increased by three percent (3%) per annum from January 1, 2015, Tenant or its contractor shall provide Landlord a valid performance bond which satisfies the requirements of Applicable Law. If the amount of the contract for construction of the proposed Improvements exceeds Twenty-five Thousand and No/100 Dollars (\$25,000.00), as such amount shall be increased by three percent (3%) per annum from January 1, 2015, Tenant or its contractor shall provide Landlord a valid payment bond which satisfies the requirements of Applicable Law. Said bonds shall be maintained and kept in full force and effect until all work is complete. The bonds shall be in a form and issued by a surety reasonably acceptable to Landlord.”

13. Section 15 of the Agreement is hereby revised to provide that notices to Landlord shall be sent to:

Director
City of Austin
Economic Development Department
Post Office Box 1088
Austin, Texas 78767-1088

with copy to: City Attorney
City of Austin Department of Law
301 West Second Street, Fourth Floor
Austin, Texas 78701

14. The Agreement is amended to add new **Exhibit “J”** (Local Hire Obligations) to the Agreement attached and incorporated into this Second Amendment as Attachment 2.

15. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement. All other terms and provisions of the Agreement shall remain unchanged and the Agreement shall continue in full force and effect.

16. Facsimile signatures appearing hereon shall be deemed an original and this Second Amendment may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[remainder of page intentionally blank]

[
[signatures on following page]

LANDLORD: CITY OF AUSTIN

By: 
Name: Kevin Johns
Title: Director

Approved as to form

Assistant City Attorney

TENANT: FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation

By: 
Name: _____
Title: Rebecca Campbell
Executive Director

ATTACHMENT 1

EXHIBIT "C" TO LEASE AGREEMENT REQUIRED INSURANCE COVERAGES

Worker's Compensation and Employers' Liability Insurance. Coverage must be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.

- (a) Film Society of Austin, Inc.'s ("Austin Film Society"), its professionals', contractors', and subcontractors' policy shall apply to the State of Texas and include these endorsements in favor of the City:
 - (i) Waiver of Subrogation, Form WC 420304, or equivalent coverage.
 - (ii) Thirty days' Notice of Cancellation, Form WC 420601, or equivalent coverage.

Commercial General Liability Insurance. Austin Film Society, its professionals, contractors and subcontractors, shall provide the minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A and B.

- (a) The policy must contain the following provisions:
 - (i) Blanket contractual liability coverage for liability assumed under the Agreement and all contracts related to this Project.
 - (ii) Independent contractor's coverage.
 - (iii) Products/completed operations liability for the duration of the warranty period.
- (b) The policy must also include these endorsements in favor of the City:
 - (i) Waiver of Subrogation, endorsement CG 2404, or equivalent coverage.
 - (ii) Thirty days' notice of cancellation, endorsement CG 0205, or equivalent coverage.
 - (iii) The City listed as an additional insured, endorsement CG 2010, or equivalent coverage.

Business Automobile Liability Insurance. Austin Film Society, its professionals, contractors, and subcontractors shall provide coverage for all owned, non-owned and hired vehicles with a

minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

- (a) The policy must include these endorsements in favor of the City:
 - (i) Waiver of subrogation, endorsement CA 2046, or equivalent coverage.
 - (ii) Thirty days' notice of cancellation, endorsement CA 0244, or equivalent coverage.
 - (iii) The City listed as an additional insured, endorsement CA 2048, or equivalent coverage.

If these specific endorsements are not available, evidence of equivalent coverage shall be provided to the City. If neither the endorsement or equivalent coverage is available, a written statement to that effect from the carriers underwriter shall be provided to the City for approval. Acceptance of the statement shall not be reasonably withheld by the City.

Builders Risk Insurance. During the construction of the Improvements or repair of the Improvements, Austin Film Society shall require its contractor to maintain an all risk builders risk insurance policy in the amount of the construction contract or construction manager contract, as the case may be. The policy must name the City as mortgagee/loss payee as its interest may appear.

Hazardous Material Insurance. For work that involves asbestos or any hazardous materials or pollution defined as asbestos, any contractor or subcontractor responsible for such work must comply with the following insurance requirements in addition to those specified above:

- (a) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined as asbestos, and must provide "occurrence" coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of Austin Film Society and the City.
- (b) Any contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90

endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

- (c) The contractor shall submit complete copies of the policy providing pollution liability coverage to Austin Film Society and the City.

Professional Liability Insurance. In addition to the workers compensation, business auto liability and commercial general liability coverage requirements above, all contractors providing professional services shall provide Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the Austin Film Society and the City. The minimum limit of liability for this coverage shall be \$1,000,000.

General Requirements.

- (a) Approval of insurance by the City and the required minimums shall not relieve or decrease the liability or responsibility of the Austin Film Society hereunder and shall not be construed to be a limitation of liability on the part of the Austin Film Society.
- (b) All endorsements naming the City as additional insured, i.e. waivers, and notices of cancellation endorsements as well as Certificates of Insurance shall indicate: The City of Austin, Building Services Division, 2600 Webberville Road, Austin, Texas, 78702.
- (c) The “other” insurance clause shall not apply to the City where the City is additional insured shown on any policy. It is intended that policies required in the Agreement covering the City and the Austin Film Society, shall be considered primary coverage as applicable.
- (d) If insurance policies are not written for amounts specified above, the Austin Film Society shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- (e) The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable

requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies or if the change would result in the imposition of an additional premium or cost which neither the Austin Film Society nor the City is willing to assume.

- (f) The City reserves the right to review insurance requirements set forth during the Term of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Austin Film Society. The Austin Film Society shall have ninety (90) days in which to implement any changes under this section.
- (g) The Austin Film Society shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement that is related to the Austin Film Society's operations at the leased premises. All policies shall be endorsed to require thirty (30) days' prior notice to the City before cancellation or termination.
- (h) The Austin Film Society shall be responsible for deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance.
- (i) The Austin Film Society shall provide the City thirty (30) days' written notice of erosion of aggregate limits below occurrence limits for all applicable coverage's indicated above.
- (j) Any coverage written on a "claims made" basis shall carry a retroactive date which coincides with the date of this Lease. Such insurance shall be maintained for the duration of the Agreement and for six (6) months following termination of the Agreement. The premium for any extended reporting period shall be paid for by the Austin Film Society.
- (k) Insurance shall be written by companies in good standing with the Texas Department of Insurance and shall be written by companies with an A.M. Best rating of B+ or better or otherwise acceptable to the City.

ATTACHMENT 2

EXHIBIT "J" TO LEASE AGREEMENT LOCAL HIRE OBLIGATIONS

If a proposed subtenant is relocating or expanding to Austin from another City, state, or country and employs fifty (50) or more employees who work at the Premises, the sublease terms will include the following obligation:

On the effective date of the sublease, at least seventy-five percent (75%) of the subtenant's employees must reside in the Austin-Round Rock Metropolitan Statistical Area ("Austin MSA") immediately prior to employment at the Premises, which persons residing in the MSA may include students residing and attending institutions of higher education in the MSA. Each proposed subtenant must document compliance with this requirement within thirty (30) days execution of the sublease. Sufficient documentation includes copies of driver's licenses, utility bills, or similar evidence supporting a residency determination.

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "**Third Amendment**") is entered into effective the _____ day of April, 2015 (the "**Effective Date**"), by and between **CITY OF AUSTIN**, a Texas home rule city and municipal corporation ("**Landlord**"), and **FILM SOCIETY OF AUSTIN, INC.**, a Texas non-profit corporation, doing business as The Austin Film Society ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that one certain Lease Agreement dated July 22, 2009, which Lease Agreement was amended by that certain Lease Amendment: Premises Reconfiguration dated March 1, 2013, and that certain Second Amendment to Lease Agreement dated November 30, 2014 (as amended, the "**Agreement**"), with respect to that certain real property located in Austin, Travis County, Texas, and more particularly described in the Agreement; and

WHEREAS, Landlord and Tenant agree to amend the Agreement as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as of the Effective Date of this Third Amendment as follows:

1. Exhibit "A" to the Agreement (Description of the Premises) is replaced with **Exhibit "A"** attached hereto.

2. The annual report required under Section 5(f) of the Agreement shall, as to each new Required Approval Sublease, contain sufficient information showing that the sublessee or sub-sublessee under each new Required Approval Sublease has complied with the local hire obligations set forth on **Exhibit "B"** attached to this Third Amendment.

3. Section 5(h) of the Agreement is hereby revised to read in its entirety as follows:

"(h) **Budgets**. Tenant shall prepare an annual operating budget for the Premises, and submit a copy thereof to Landlord on or before each November 1. Tenant shall operate and maintain the Premises in accordance with its budgets. Tenant shall prepare and submit to Landlord an annual report on each November 1 comparing the actual expenditures to the budgeted amounts."

4. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement. All other terms and provisions of the Agreement shall remain unchanged and the Agreement shall continue in full force and effect.

5. Facsimile signatures appearing hereon shall be deemed an original and this Third Amendment may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

LANDLORD:

CITY OF AUSTIN

Approved as to form:

Assistant City Attorney

By: _____
Kevin Johns, Director

TENANT:

FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation

By: _____
Rebecca Campbell, Executive Director

**EXHIBIT "A" TO THIRD AMENDMENT
NEW DESCRIPTION OF PREMISES**

**EXHIBIT “B” TO THIRD AMENDMENT
LOCAL HIRE OBLIGATIONS**

If the proposed sublessee or sub-sublessee is already headquartered in the Austin-Round Rock Metropolitan Statistical Area (“**MSA**”), or will have forty-nine (49) or fewer employees in its first year of operations on the Premises, no local hire obligations will be required.

If the proposed sublessee or sub-sublessee employs fifty (50) or more employees in its first year of operations on the Premises and is relocating its headquarters from outside the MSA to the Premises, then at least seventy-five percent (75%) of its employees must be persons who reside in the MSA immediately before the sublease period, which persons residing in the MSA shall include students residing and attending institutions of higher education in the MSA. Each proposed sublessee or sub-sublessee must submit sufficient documentation to Tenant confirming compliance with this requirement prior to the execution of the proposed sublease or sub-sublease. Sufficient documentation includes copies of driver’s licenses, utility bills or similar documentation.

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into effective as of the 21 day of August, 2018 (the "Effective Date"), by and between CITY OF AUSTIN, a Texas home-rule city and municipal corporation, located in Travis, Williamson, and Hays Counties, Texas ("Landlord") and FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation, d/b/a THE AUSTIN FILM SOCIETY ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, dated as of July 22, 2009, which Lease Agreement was amended by that certain Lease Agreement: Premises Reconfiguration dated March 1, 2013, and that certain Second Amendment to Lease Agreement dated November 30, 2014, and that certain Third Amendment to Lease Agreement dated March 20, 2018, (as amended, the "Lease"), with respect to that certain piece of real property located in Austin, Travis County Texas, and more particularly described in the Lease;

WHEREAS, Landlord wishes to construct a sidewalk on the Property to improve connectivity and Tenant supports the construction of the sidewalk; and

WHEREAS, Landlord and Tenant desire to amend the Lease upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Exhibit "A" to the Lease (Description of the Premises) shall be replaced with Exhibit "A" attached hereto.

2. For so long as the Lease remains in effect, Tenant shall have ingress and egress between East 51st Street and the Premises, which is currently provided at the locations marked A and B on the attached Exhibit B. The Parties agree that Landlord may alter the locations of ingress and egress to the leased Premises from time to time as needed so long as Tenant is afforded reasonable ingress and egress from East 51st Street to the leased Premises. The Parties further agree that Landlord may temporarily restrict or alter ingress and egress from time to time as necessary for emergencies, utility work, or other governmental functions and activities.

3. For so long as the Lease remains in effect, Tenant shall be entitled to maintain, repair, and replace its sign, which is currently in the location marked C on the attached Exhibit B. A diagram of the current sign is attached as Exhibit C. The Parties agree that the Landlord may alter the location of Tenant's sign from time to time as needed to a mutually agreed upon location within 50 feet of East 51st Street and within

25 feet of its primary ingress and egress location. Tenant approval of an alternate location for the sign will not be unreasonably withheld.

4. Capitalized Words. All capitalized words used in this Amendment and not otherwise defined herein shall have the respective meanings given to such words in the Lease. The Lease is incorporated herein by reference for all purposes.

5. Ratification and Compliance. Except as expressly amended or modified by this Amendment, the Lease shall continue in full force and effect. Landlord and Tenant each hereby ratify, affirm, and agree that the Lease, as herein modified, represents the valid, binding and enforceable obligations of Landlord and Tenant respectively. Landlord and Tenant each promise and agree to perform and comply with the terms, provisions and conditions of and the agreements in the Lease, as modified by this Amendment. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control and govern.

6. Entire Agreement and Amendments. The Lease, as expressly modified by this Amendment, constitutes the sole and only agreement of the parties to the Lease, and supersedes any prior agreements between the parties concerning the lease of the Premises. The Lease may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

7. Tenant Authority. Tenant and the person signing on behalf of it jointly and severally warrant and represent to Landlord that (i) Tenant has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize Tenant to enter into this Amendment and to carry out Tenant's obligations hereunder has been taken, and (iii) the person signing on behalf of Tenant has been duly authorized by Tenant to sign this Amendment on its behalf.

8. City Authority. Landlord and the person signing on behalf of Landlord jointly and severally warrant and represent to Tenant that (i) Landlord has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize Landlord to enter into this Amendment and to carry out Landlord's obligations hereunder has been taken, and (iii) the person signing on behalf of Landlord has been duly authorized by Landlord to sign this Amendment on its behalf.

9. Binding. This Amendment shall be binding on and inure to the benefit of Landlord, Tenant and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10. Governing Law. This Amendment shall be construed and governed by the laws of the State of Texas in effect from time to time.

11. Section Headings. The section headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.

12. Construction. Each party acknowledges that it and its counsel have had the

opportunity to review this Amendment; that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Amendment.

13. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties to this Amendment may execute the Amendment by signing any of the counterparts. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Landlord and Tenant (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

[Signature Page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment through their duly authorized representatives to be effective as of the Effective Date.

LANDLORD:

CITY OF AUSTIN,
a Texas home-rule city and municipal
corporation

By: 

Name: Synovia Holt-Robb

Title: Interim Deputy Director, Economic
Development Department

Approved as to form:

By: 

Katherine Kuzmickas, Assistant City
Attorney

TENANT:

FILM SOCIETY OF AUSTIN, INC.,
a Texas non-profit corporation,
d/b/a THE AUSTIN FILM SOCIETY

By: 

Name: REBECCA CAMPBELL

Title: CHIEF EXECUTIVE OFFICER

Exhibit A

19.701 ACRES
AUSTIN FILM STUDIOS
MUELLER

FN. NO. 18-151(MJR)
MAY 21, 2018
JOB NO. 222010814

DESCRIPTION

OF 19.701 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 428, PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 19.701 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with cap set in the curving southerly right-of-way line of East 51st Street (90' R.O.W.) being the northeasterly corner of Lot 1, Block 61 of Amended Plat of Block 61, Mueller Section VII-B Subdivision, of record in Document No. 201200156 of said Official Public Records, for the northwesterly corner hereof;

THENCE, along the southerly right-of-way line of East 51st Street, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) Along a curve to the left, having a radius of 1000.23 feet, a central angle of 02°52'22", an arc length of 50.15 feet, and a chord which bears S65°09'18"E, a distance of 50.15 feet to a 1/2-inch iron rod found at the end of said curve;
- 2) S66°37'37"E, a distance of 366.27 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
- 3) Along said non-tangent curve to the left, having a radius of 1477.40 feet, a central angle of 1°21'58", an arc length of 35.23 feet, and a chord which bears, S67°16'10"E, a distance of 35.23 feet to an angle point from which, a 1/2-inch iron rod found at the southwesterly corner of Lot 1, F.V.M.F. Addition, a subdivision of record in Book 80, Page 209 of the Plat Records of Travis County, Texas bears, along a chord, S73°57'54"E, a distance of 309.50 feet;

THENCE, leaving the southerly right-of-way line of East 51st Street, over and across said City of Austin tract, for a portion of the northerly line hereof, the following four (4) courses and distances:

- 1) S53°36'32"E, a distance of 122.75 feet to an angle point;
- 2) S47°54'39"E, a distance of 54.30 feet to an angle point;
- 3) S66°42'02"E, a distance of 134.64 feet to an angle point;
- 4) N50°28'00"E, a distance of 91.56 feet to a point in the southerly line of said Lot 1 from which, a 1/2-inch iron rod found at the southwesterly corner of said Lot 1 bears N62°29'38"W, a distance of 40.51 feet;

THENCE, S62°29'38"E, along the southerly line of said Lot 1, F.V.M.F. Addition, for a portion of the northerly line hereof, a distance of 827.45 feet to a 1/2-inch iron rod with cap set in the westerly right-of-way line of Tilley Street (R.O.W. varies), for the northeasterly corner hereof;

THENCE, S42°17'46"W, leaving the southerly line of said Lot 1, F.V.M.F. Addition, along the westerly right-of-way line of Tilley Street, for the easterly line hereof, a distance of 562.58 feet to a 1/2-inch iron rod with "STANTEC" cap set at the northeasterly corner of Lot 12, Block 111B of Mueller Section 10 B Subdivision, of record in Document No. 201700246 of said Official Public Records, for the southeasterly corner hereof;

THENCE, leaving the westerly right-of-way line of Tilley Street, along the northerly and westerly lines of said Lot 12, for a portion of the southerly line hereof, the following two (2) courses and distances:

- 1) N47°44'49"W, a distance of 477.88 feet to a 1/2-inch iron rod with "STANTEC" cap set at the northwesterly corner of said Lot 12;
- 2) S42°17'46"W, a distance of 278.97 feet to a 1/2-inch iron rod with "STANTEC" cap set in the northerly right-of-way line of the variable width Alley of said Block 111B;

THENCE, leaving the westerly line of said Lot 12, along the northerly and westerly right-of-way lines of said Alley, for a portion of the southerly line hereof, the following two (2) courses and distances:

- 1) N47°42'14"W, a distance of 209.72 feet to a 1/2-inch iron rod with "STANTEC" cap set;
- 2) S42°17'46"W, a distance of 80.43 feet to a 1/2-inch iron rod with "STANTEC" cap set in the northerly right-of-way line of Philomena Street, for an angle point hereof;

THENCE, along the northerly right-of-way line of Philomena Street, for a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) N47°42'14"W, a distance of 146.33 feet to a 1/2-inch iron rod with "STANTEC" cap set at the point of curvature of a tangent curve to the left;
- 2) Along said tangent curve to the left, having a radius of 232.00 feet, a central angle of 45°17'38", an arc length of 183.40 feet, and a chord which bears, N70°21'04"W, a distance of 178.67 feet to a 1/2-inch iron rod with "STANTEC" cap set at the point of tangency of said curve;

- 3) S87°00'00"W, a distance of 163.49 feet to the southwesterly corner hereof, from which a 1/2-inch iron rod with "STANTEC" cap set at the intersection of the northerly right-of-way line of Philomena Street and the easterly right-of-way line of Vaughan Street (60' R.O.W.) bears S87°00'00"W, a distance of 9.72 feet;

THENCE, leaving the northerly right-of-way line of Philomena Street, over and across said City of Austin tract, in part, along a portion of the face of an existing brick wall, for a portion of the westerly line hereof, the following eight (8) courses and distances:

- 1) N02°59'54"W, a distance of 393.23 feet to an angle point;
- 2) N02°27'27"E, a distance of 71.63 feet to an angle point;
- 3) N10°03'09"E, a distance of 26.40 feet to an angle point;
- 4) N14°22'44"E, a distance of 43.09 feet to an angle point;
- 5) N20°38'12"E, a distance of 22.15 feet to an angle point;
- 6) N23°06'42"E, a distance of 12.16 feet to an angle point;
- 7) N25°18'37"E, a distance of 58.43 feet to an angle point;
- 8) N03°51'24"E, a distance of 24.07 feet to a 1/2-inch iron rod with cap set in the easterly line of said Lot 1, Block 61, for an angle point hereof;

THENCE, N28°00'00"E, along the easterly line of said Lot 1, Block 61, for a portion of the westerly line hereof, a distance of 107.69 feet to the **POINT OF BEGINNING**, containing an area of 19.701 acres (858,176 square feet) of land, more or less, within these metes and bounds.

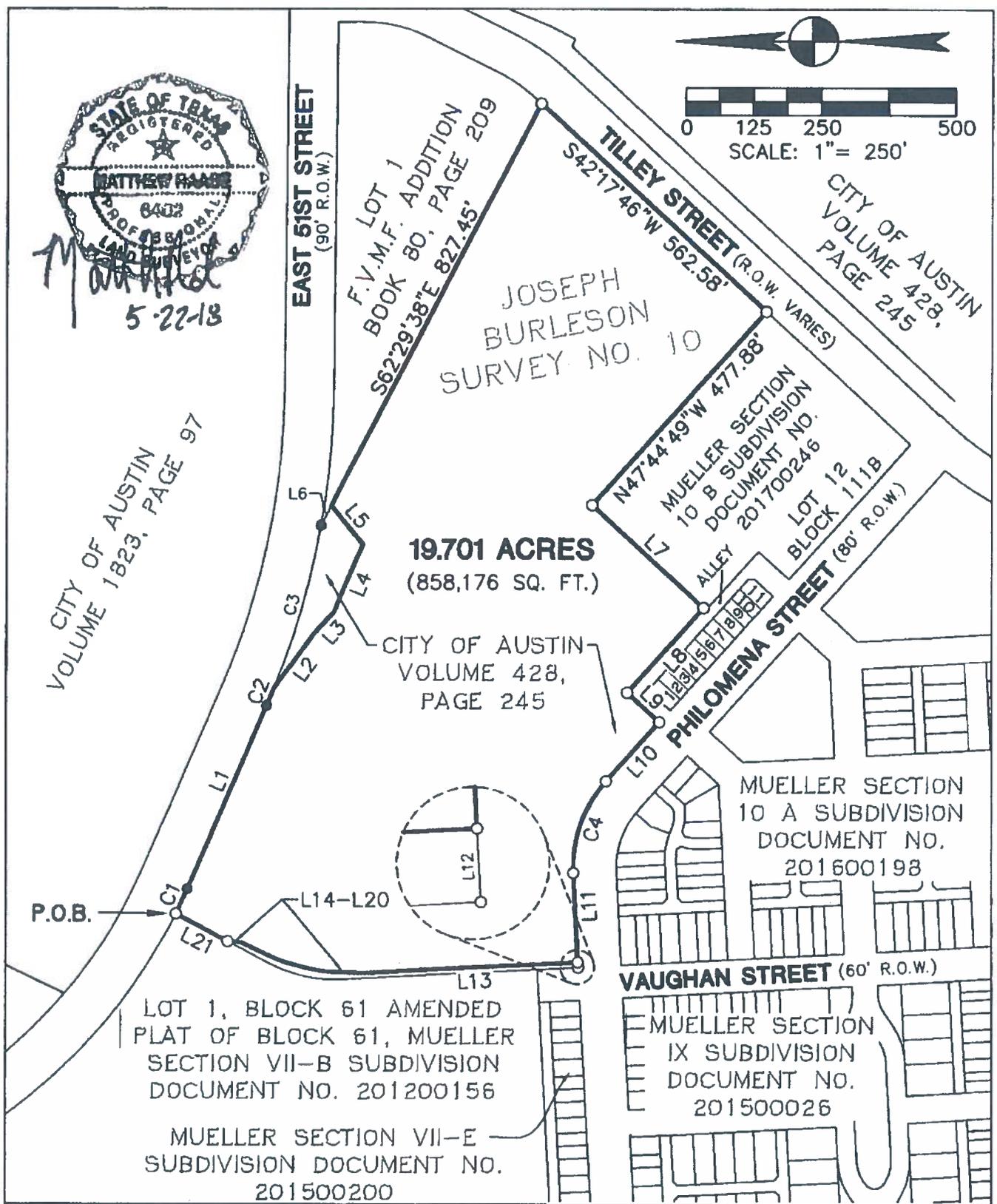
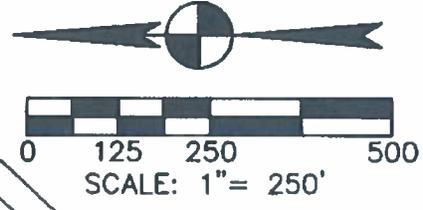
BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.

I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING
SERVICES INC.
1905 ALDRICH ST.
SUITE 300
AUSTIN, TEXAS 78723

 5-22-18
Matthew J. Raabe Date
R.P.L.S. NO. 6402
STATE OF TEXAS
TBPLS # 10194230
matthew.raabe@stantec.com





19.701 ACRES
(858,176 SQ. FT.)

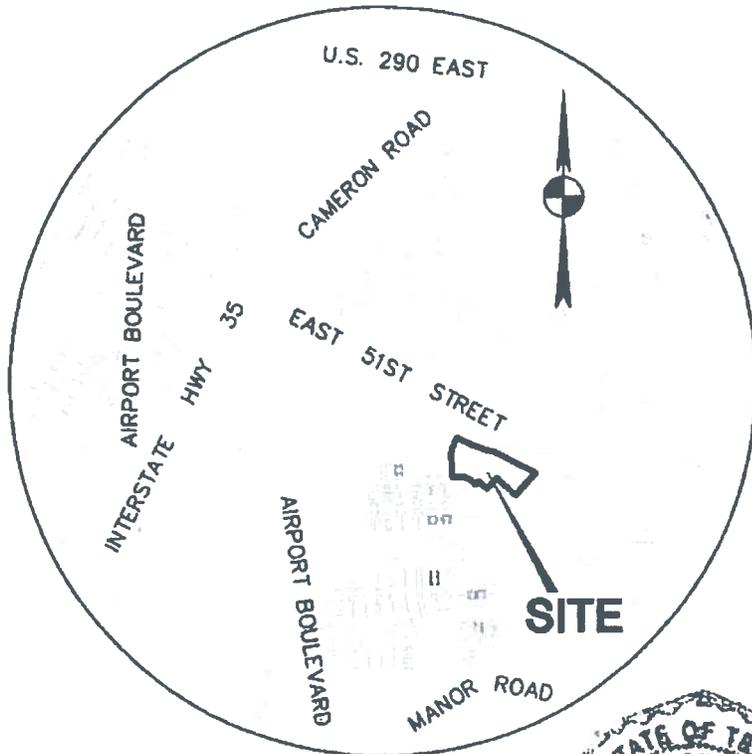
Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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SKETCH TO ACCOMPANY DESCRIPTION
OF 19.701 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

CATELLUS AUSTIN, LLC

SHEET 1 OF 2

DATE: 05/21/2018	DRAWN BY: MJR	FN: 18-151 (MJR)	FILE: V:\2220\ACTIVE\22010814\SURVEY\222010814EX13 DWG	PROJECT No 222010814
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VICINITY MAP
N.T.S.

BEARING BASIS:
TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.



LEGEND

- 1/2" IRON ROD WITH "STANTEC" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- △_{PK} PK NAIL SET
- P.O.B. POINT OF BEGINNING

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S66°37'37"E	366.27'
L2	S53°36'32"E	122.75'
L3	S47°54'39"E	54.30'
L4	S66°42'02"E	134.64'
L5	N50°28'00"E	91.56'
L6	N62°29'38"W	40.51'
L7	S42°17'46"W	278.97'
L8	N47°42'14"W	209.72'
L9	S42°17'46"W	80.43'
L10	N47°42'14"W	146.33'
L11	S87°00'00"W	163.49'
L12	S87°00'00"W	9.72'
L13	N2°59'54"W	393.23'
L14	N2°27'27"E	71.63'
L15	N10°03'09"E	26.40'
L16	N14°22'44"E	43.09'
L17	N20°38'12"E	22.15'
L18	N23°06'42"E	12.16'
L19	N25°18'37"E	58.43'
L20	N3°51'24"E	24.07'
L21	N28°00'00"E	107.69'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	50.15'	1000.23'	2°52'22"	S65°09'18"E	50.15'
C2	35.23'	1477.40'	1°21'59"	S67°16'10"E	35.23'
C3	310.06'	1477.40'	12°01'29"	S73°57'54"E	309.50'
C4	183.40'	232.00'	45°17'40"	N70°21'04"W	178.67'



1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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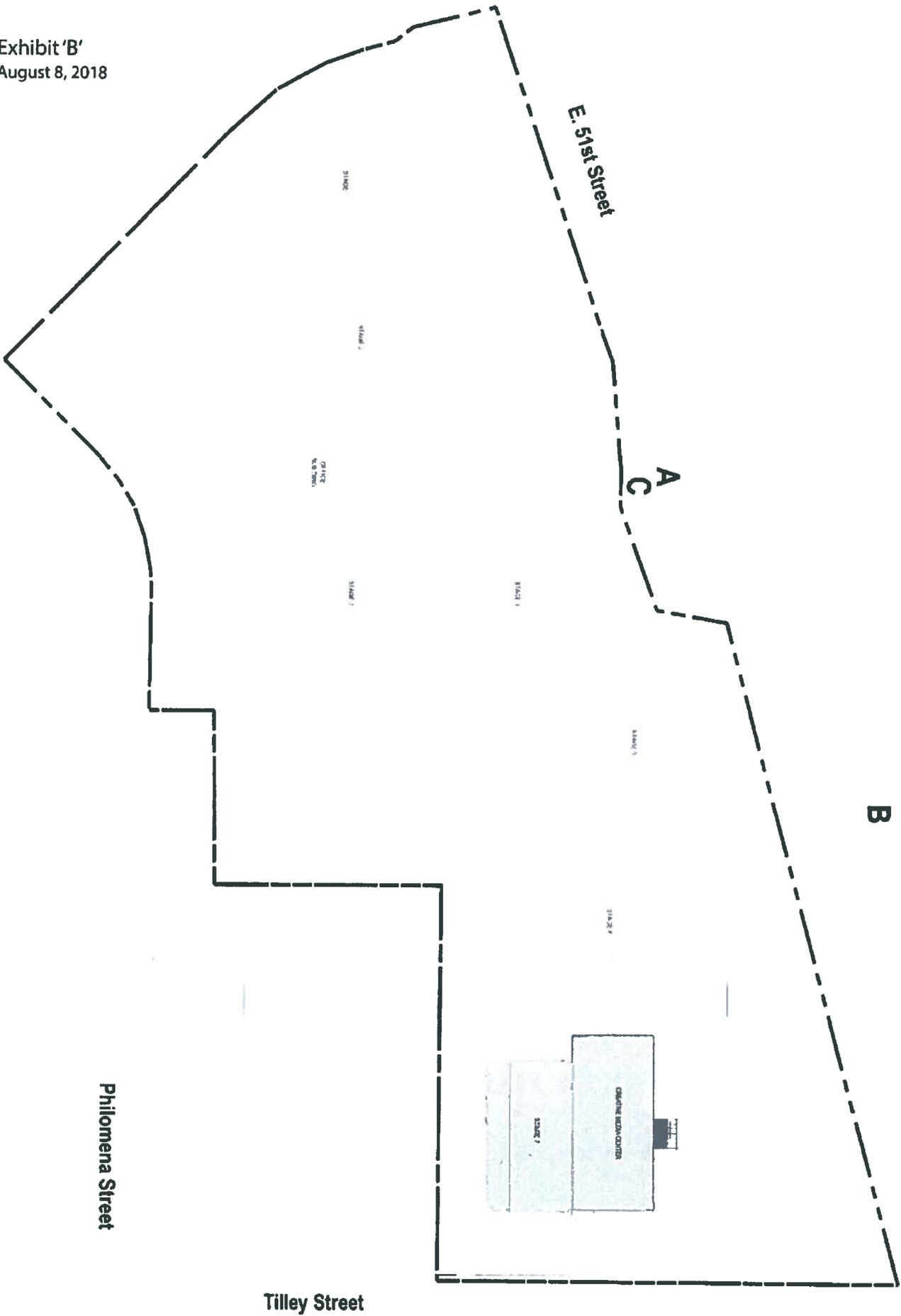
SKETCH TO ACCOMPANY DESCRIPTION
OF 19.701 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

**CATELLUS
AUSTIN, LLC**

SHEET 2 OF 2

DATE 05/21/2018	DRAWN BY MJR	FN 18-151 (MJR)	FILE V:\2220\ACTIVE\222010814\SURVEY\222010814EX13.DWG	PROJECT No 222010814
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Exhibit 'B'
August 8, 2018



AFS Secondary Monument Sign - Gate 1

Diagram

