

AGREEMENT REGARDING TRANSIT MATTERS

This Agreement Regarding Transit Matters (this “**Agreement**”) is made to be effective as of May ___, 2021 (the “**Effective Date**”), between **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**, a public political subdivision of the State of Texas (“**Capital Metro**”) and **AUSTIN STADCO LLC**, a Delaware limited liability company that is qualified to do business in Texas (“**Company**”). Capitalized terms used but not defined in the body of this Agreement.

RECITALS

A. The City of Austin (“**City**”), as landlord, and Company, as tenant, entered into a Lease and Development Agreement dated effective as of December 12, 2018 (as it may be amended from time to time, the “**Lease**”) concerning the construction, leasing, and occupancy of a sports stadium, which is officially named “Q2 Stadium” as of the Effective Date, and associated infrastructure and development (“**Stadium**”) on a City-owned site located at 10414 McKalla Place and more particularly described in Exhibit A attached to the Lease (the “**Land**”).

B. The Land is located adjacent to two tracts of land owned by Capital Metro, which are more particularly described in the instruments recorded in Volume 688, Page 512 (subject to rights of reverter as described in that recorded instrument) and in Volume 13187, Page 3118, both recorded in the Deed Records of Travis County, Texas, and depicted on Exhibit A attached hereto and incorporated herein.

C. Section 4.1 of the Lease provides that Company must enter into a written agreement with Capital Metro regarding the terms of Company’s (i) construction, per Capital Metro design and approval, of bus and transit facilities identified and recommended by Capital Metro in an amount not to exceed \$640,000; and (ii) contribution of \$3,000,000 to Capital Metro for Capital Metro identified and Company approved and recommended transit-related facilities.

D. Capital Metro and Company desire to enter into this Agreement in furtherance of the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, Capital Metro and Company agree as follows:

1. Transit Facilities.

(a) Capital Metro and/or the City will construct certain bus and transit facilities such as bus stops, lane striping and signage to be located in public rights-of-way in the vicinity of the Stadium (“**Transit Facilities**”) in accordance with Capital Metro’s design and specifications.

(b) The Transit Facilities were designed by design professionals retained and paid for by Capital Metro and/or the City.

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(c) Company will be responsible for the costs and expenses for the permitting and construction of the Transit Facilities (the “**Work**”) in an amount not to exceed Six Hundred Forty Thousand Dollars (\$640,000) (the “**Transit Facilities Cap**”). Such costs and expenses include, without limitation, the costs and expenses of any rail safety requirement, any payment and performance bonds and warranties for the Work, insurance required for the Work, and any other reasonable and actual out-of-pocket third party costs and expenses relating to the Work. In no event will Company be responsible for costs and expenses of the Transit Facilities project in excess of the Transit Facilities Cap.

(d) Company will enter into an escrow agreement (in a form reasonably acceptable to the parties) with Heritage Title Company of Austin, Inc. (“**Escrow Agent**”), as escrow agent, pursuant to which Company shall escrow the Six Hundred Forty Thousand Dollars (\$640,000) with Escrow Agent, and Capital Metro will use those escrowed funds to pay for the permitting and construction of the Transit Facilities. When the Work is completed, Capital Metro will account to Company by providing reasonable evidence that the escrowed funds have been used for such purpose.

(e) Company’s obligation to pay the costs and expenses for the permitting and construction of the Transit Facilities up to the Transit Facilities Cap will survive the expiration or earlier termination of this Agreement until paid in full.

2. Financial Contribution.

(a) Company will contribute Three Million Dollars (\$3,000,000) (“**Contribution**”) to Capital Metro for the purpose of helping to defray Capital Metro’s costs and expenses in connection with the design, construction and permitting of the McKalla Place Station (defined below) that Capital Metro is paying for on a current basis. Accordingly, Company acknowledges and agrees that the Contribution that is paid over time by Company will be used by Capital Metro for other transit-related facilities within Capital Metro’s jurisdiction as determined from time to time by Capital Metro.

(b) The Contribution will be payable by Company to Capital Metro in equal installments of \$200,000 each over a period of fifteen (15) years. The first installment will be due and payable on the first (1st) day of the calendar month following Capital Metro’s commencement of construction of the McKalla Place Station (but in no event later than March 1, 2022) with each subsequent installment being due and payable on the anniversary date of the initial payment until the Contribution has been paid in full. Company’s obligation to pay the Contribution will survive the expiration or earlier termination of this Agreement until paid in full. At the expiration or earlier termination of the Lease, any unpaid balance of the Contribution will be due and payable in full as of such date.

3. Transportation Plan; Park and Ride; Rail Safety; Additional Right-of-Way; Access to Land; Capital Metro Event Day.

(a) Company will work with the City to develop a transportation, parking and event plan pursuant to the terms of Section 4.2(a) of the Lease, which is subject to the City’s approval as provided in Section 4.2(a) of the Lease and otherwise consistent with Section 12.6 of

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the Lease. Such plan must be updated from time to time for safety and security at any at-grade crossing at McKalla Place Station and at road crossings at Braker and Rutland in the vicinity of the McKalla Place Station and Company will be responsible for such safety and security at its sole cost and expense. The development of such plan will be coordinated with Capital Metro as provided in Section 4.2(a) of the Lease. The obligations of Company under this Section 3(a) will survive the expiration or earlier termination of this Agreement.

(b) Company agrees to have good faith discussions with Capital Metro regarding Capital Metro's use, at no cost or expense to Capital Metro, of portions of available parking spaces for "park and ride" purposes at times other than when events are taking place at the Stadium (including reasonable periods of time for setup/load-in and takedown/load-out of events), including developing a mutually agreeable schedule and/or methodology for developing a schedule for such use, which schedule or methodology will include, among other things, communication by Company to Capital Metro of notice of scheduled and non-scheduled events as they become known and Capital Metro communications with users of the "park and ride" spaces as to the lack of availability of such spaces when events are taking place as described above. The obligations of Company under this Section 3(b) will survive the expiration or earlier termination of this Agreement.

(c) Capital Metro intends to construct a new MetroRail Station in the vicinity of the Land and along the current, active MetroRail line located to the east of the Land (the "**Active Rail Line**"), as depicted on Exhibit A attached hereto (the "**McKalla Place Station**"). On days on which events are held at the Stadium during construction of the McKalla Place Station, Capital Metro will provide one Capital Metro safety employee to work at the Stadium with Company's traffic and transportation staff to coordinate Capital Metro services with Company's traffic and transportation staff and services, and Company shall be responsible for all actual costs and expenses incurred by Capital Metro for providing such Capital Metro safety employee for the duration of such event and for two hours before and two hours after such event. The hourly rate of such Capital Metro safety employee is \$75 as of the Effective Date, and is subject to change from time to time. Company will reimburse Capital Metro for such costs and expenses within 10 days after Capital Metro invoices Company therefor. Such reimbursement obligation will commence on the commencement of construction (being the good faith commencement of site work) of the McKalla Place Station, which Capital Metro currently anticipates to be on or before Spring 2022. When the construction of the McKalla Place Station is completed (as evidenced by a certificate of occupancy issued by the City or equivalent and when the active warning system for all road crossings constructed in connection with the McKalla Place Station are completed and operational), the foregoing obligation of Company to reimburse Capital Metro will automatically terminate. Company's obligation to pay such costs and expenses for such Capital Metro safety employee will survive the expiration or earlier termination of this Agreement until paid in full. After construction of the McKalla Place Station is completed, the parties may agree on terms and conditions reasonably acceptable to them for Capital Metro to continue to provide one or more Capital Metro safety employee(s) to work at the Stadium on days on which events are held at the Stadium.

(d) Capital Metro agrees that, subject to closures for maintenance and repair, due to casualty, condemnation and other events beyond Capital Metro's control and required by

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applicable laws, rules and regulations, including, without limitation, orders of courts having jurisdiction, it will keep its Kramer MetroRail Station open and operational during all scheduled events at the Stadium until such time that construction of the McKalla Place Station is completed and the McKalla Place Station becomes operational.

(e) Company will reasonably cooperate with Capital Metro with respect to Capital Metro's need for additional right-of-way, as well as access to the Land for utilities, drainage, fencing, paving, landscaping, lighting, and transit rider passage, as required for construction, maintenance and operation of the McKalla Place Station, which may be in the form of easements or other mutually acceptable documents.

(f) If Capital Metro and Company desire to design or construct a pedestrian tunnel underneath the McKalla Place Station tracks and/or an above-ground pedestrian bridge over the McKalla Place Station tracks, then Company and Capital Metro agree to work in good faith to agree on the coordination and cooperation with respect to the placement, design, and construction of the McKalla Place Station in connection therewith on terms and conditions reasonably acceptable to them, including the cost thereof.

(g) Capital Metro will have the opportunity to exclusively utilize the Stadium for one (1) day each year without any venue rental payments. The date of the event is subject to Company's reasonable approval and any selected date shall be subject to customary Stadium scheduling, rescheduling, cancellation, insurance, and indemnification protocols, which shall be memorialized in a separate written venue agreement. Notwithstanding the foregoing, Capital Metro will be responsible for all expenses related to staffing and security requirements, customized audio/visual needs, customized activation needs, and food & beverage needs. Capital Metro acknowledges and agrees that it must utilize the Stadium's designated contractors to fulfill the aforementioned needs (e.g., catering must be contracted through the Stadium's master concessionaire and outside catering is not permitted).

4. Public Releases; Use of Company Name and Logo. All publicity and press releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Agreement which a party desires to make for the purposes of publication or dissemination to the public in whole or in part, shall be subject to approval by the other party. Notwithstanding the foregoing, Capital Metro may use Company's name and logo in materials to promote ridership to and from the Stadium, provided that Capital Metro first coordinates such use with Company in each instance. Capital Metro grants Company a non-exclusive, non-transferable, revocable and limited personal license to use Capital Metro's name, trademark, logo and other identifying characteristics ("**Branding**"), for use for the limited purpose of promotions related to this Agreement, subject to the limitations herein contained. Except for the limited license rights granted herein, Capital Metro reserves to itself all right, title, and interest in and to the Branding. Capital Metro will provide Company with a suite of official logos and color graphics for use in connection with this Agreement. Company will not, at any time, dispute or contest, directly or indirectly, Capital Metro's exclusive ownership of the Branding. Company acknowledges that its use of Capital Metro's Branding inures to Capital Metro's benefit, and that Recipient will not acquire any ownership in Capital Metro's Branding as result of the limited license granted by this Agreement. The limited license granted to Company is made subject to the following requirements and limitations: (i) the limited license granted may be used solely in connection

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with this Agreement; (ii) Recipient shall strictly comply with the color and graphic representation requirements established by Capital Metro; (iii) Recipient shall not use the Branding in any manner that is likely to reduce, diminish, or damage the goodwill, value or reputation associated with the Branding as determined by Capital Metro in its sole discretion; and (iv) Recipient shall not use the Branding in any manner that would violate the rights of any third party as determined by Capital Metro in its sole discretion. Capital Metro shall have prior approval rights of all promotional material used in connection with Recipient's use of the Branding.

5. Default and Remedies. If Company fails to perform any of its obligations hereunder or otherwise breaches any provision hereof then Company will be in default hereunder. In the event of any such default, but subject to the other provisions of this **Section 4**, Capital Metro, at its election, may exercise any remedy available to it at law or in equity in addition to any remedy provided in this Agreement. If Capital Metro fails to perform any of its obligations hereunder or otherwise breaches any provision hereof then Capital Metro will be in default hereunder. In the event of any such default, but subject to the other provisions of this **Section 4**, Company, at its election, may exercise any remedy available to it at law or in equity in addition to any remedy provided in this Agreement. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, it is agreed that neither party to this Agreement will be considered to be in default under this Agreement until and unless the party alleging the default provides to the party alleged to be in default (the "**Defaulting Party**") a written notice specifying the exact nature of the alleged default and the actions necessary to remedy or cure such default (the "**Default Notice**"), and the Defaulting Party (a) fails, within 15 business days (3 business days in the case of Company's failure to timely make any scheduled payment on the Contribution due hereunder) after the Defaulting Party's receipt of the Default Notice, to remedy or cure any default under this Agreement which can be remedied or cured solely with the payment of money; or (b) fails, within 30 days after the Defaulting Party's receipt of the Default Notice, to remedy or cure any default under this Agreement which cannot be remedied or cured solely with the payment of money; provided, however, if such default cannot with due diligence and good faith be cured within 30 days, then the Defaulting Party will not be considered to be in default under this Agreement until and unless the Defaulting Party fails to commence to cure such default within 30 days after the Defaulting Party's receipt of the Default Notice, or the Defaulting Party fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required (not to exceed 120 days) to cure such default with diligence and in good faith. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, in no event will (i) Capital Metro be liable for any special, indirect, consequential, punitive, or exemplary damages arising from or relating to this Agreement and (ii) Company be liable for any special, indirect, consequential, punitive, or exemplary damages arising from or relating to this Agreement.

6. 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 recognized express delivery or overnight courier service, or sent by electronic mail transmission (including PDF) with confirmation or acknowledgment of receipt by the designated recipient (which confirmation or acknowledgment may be indicated by a response to the electronic mail

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transmission), to the addresses of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Company: Austin Stadco LLC
 1835-A Kramer Lane, Suite 600
 Austin, Texas 78758
 Attention: Andy Loughnane
 andy@austinfcc.com

with a copy to: Armbrust & Brown, PLLC
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701-2744
 Attention: Richard T. Suttle, Jr.
 rsuttle@abaustin.com

with a copy to: Covington & Burling LLP
 One CityCenter, 850 Tenth Street, NW
 Washington, DC 20001-4956
 Attention: Peter Zern

Capital Metro: Capital Metropolitan Transportation Authority
 2910 East Fifth Street
 Austin, Texas 78702
 Attention: Executive Vice President, Planning and
 Development
 sharmila.mukherjee@capmetro.org

with a copy to: Capital Metropolitan Transportation Authority
 2910 East Fifth Street
 Austin, Texas 78702
 Attention: President and CEO
 randy.clarke@capmetro.org

with a copy to: Capital Metropolitan Transportation Authority
 700 Lavaca, Suite 1400
 Austin, Texas 78701
 Attention: Chief Counsel
 kerri.butcher@capmetro.org

and: DuBois, Bryant & Campbell, LLP
 303 Colorado Street, Suite 2300
 Austin, Texas 78701
 Attention: Rick Reed
 reed@dbcllp.com

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused), in the

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case of certified mail two (2) business days following deposit of such instrument in the United States Mail or, in the case of electronic mail, the date when actually received and acknowledged by the intended recipient.

7. Limitation on Liability. No member, partner, officer, official or employee of Capital Metro will be personally liable to Company for any default or breach by Capital Metro, or for any amount which may become due to Company, or on any obligations under the terms of this Agreement. Except with respect to liability under any guaranty provided in connection with Company's obligations hereunder, no member, partner, officer, official or employee of Company will be personally liable to Capital Metro for any default or breach by Company, or for any amount which may become due to Capital Metro, or on any obligations under the terms of this Agreement.

8. No Partnership or Joint Venture. Nothing contained in this Agreement will be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Each of Company and Capital Metro has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Company and Capital Metro are not, and will not be deemed to be, employees of the other. Neither party has the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party.

9. Severability. If any term(s) or provision(s) of this Agreement or the application of any term(s) or provision(s) of this Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such term(s) or provision(s) of this Agreement to other situations, will remain in full force and effect unless amended or modified by mutual consent of the parties; provided that, if the invalidation, voiding or unenforceability would deprive either Capital Metro or Company of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then Capital Metro and Company will meet and confer and will make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to Capital Metro and Company.

10. Construction of Agreement. This Agreement has been drafted, reviewed and revised by legal counsel for both Company and Capital Metro, and no presumption or rule that ambiguities will be construed against the drafting party will apply to the interpretation or enforcement of this Agreement.

11. Entire Agreement. This Agreement and all the documents, agreements, exhibits and schedules referenced herein constitute the entire understanding and agreement of the parties and supersede all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

12. No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party will be in writing and signed by a duly authorized representative of the party against

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whom enforcement of a waiver is sought, and any such waiver will not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

13. Time of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

14. Governing Laws. This Agreement will be construed and enforced in accordance with the laws of the State of Texas.

15. Venue. Venue for any action under this Agreement will be in the federal and state courts sitting in Travis County, Texas.

16. Interest. If Company fails to pay any amount to Capital Metro under this Agreement when it is due, that amount will bear interest from the date it is due until the date it is paid at the lesser of the following: (a) the rate of interest from time to time published or otherwise announced by JPMorgan Chase Bank (or its successor, by merger or acquisition), as its “prime rate” or “base rate” of interest (or, if it does not announce such a rate of interest, the most comparable rate of interest announced by it from time to time) plus 4% per annum, but in no event less than 12% per annum, or (b) the maximum rate of interest permitted under Legal Requirements.

17. No Third Party Beneficiaries. Capital Metro and Company hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein will be construed as giving any other Person third party beneficiary status. “**Person**” means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other form of entity.

18. Counterparts. This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, will constitute one (1) single instrument. An executed signature page transmitted by electronic means will be deemed an original signature page and will be effective as delivery of a manually executed signature page of this Agreement.

19. Time of Performance. All performance dates (including without limitation cure dates) expire at 5:00 p.m. Austin, Texas time, on the performance or cure date. A performance or cure date which falls on a day other than a business day is deemed extended to the next business day. A business day is a day other than a Saturday, Sunday or legal holiday observed by national banks operating in Austin, Texas.

20. Successors and Assigns. Except (i) in connection with a Permitted Project Financing (as defined in the Lease), (ii) for a Permitted Transfer (as defined in the Lease), (iii) for a Transfer (as defined in the Lease) under the Lease approved by the City in accordance with the terms and conditions of the Lease, and (iv) as otherwise provided below, Company is prohibited from assigning its interests in this Agreement without the prior written consent of

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Capital Metro, which consent may be granted or denied in the sole and absolute discretion of Capital Metro.

Notwithstanding the foregoing, in connection with any Permitted Transfer or any Transfer approved by the City, the following will apply:

- (A) no uncured event of default by Company under this Agreement exists (after the expiration of any applicable notice and cure period);
- (B) the then unpaid balance of the Contribution must be paid to Capital Metro;
- (C) the assignee of Company, as tenant, under the Lease and the assignee of Company under this Agreement must be the same Person and the interests assigned under the Lease and under this Agreement must be the entire interests of Company under each of the Lease and this Agreement and Company must provide Capital Metro satisfactory written evidence thereof and, in connection with a Transfer, written evidence of City's approval thereof;
- (D) the assignee must assume in writing all obligations of Company under this Agreement from and after the effective date of such assignment and assumption (including any unperformed obligations arising prior to the effective date thereof) and a copy of such written assignment and assumption must be delivered to Capital Metro at the effective date thereof; and
- (E) written notice of such proposed Permitted Transfer or Transfer must be given to Capital Metro at the same time, in the same form and including the same content and supporting documentation and information as is provided to the City under the Lease.

Further, in connection with any Permitted Project Financing, the following will apply:

- (A) no uncured event of default by Company under this Agreement exists (after the expiration of any applicable notice and cure period);
- (B) written notice of such proposed Permitted Project Financing must be given to Capital Metro at the same time, in the same form and including the same content and supporting documentation and information as is provided to the City under the Lease; and
- (C) at the request of Capital Metro, Company and any Permitted Project Financing Holder (as defined in the Lease) must enter into a commercially reasonable tri-party agreement with Capital Metro in connection with such Permitted Project Financing.

Notwithstanding the foregoing, Capital Metro will not unreasonably withhold its consent to assignment of Company's interests in this Agreement provided the following requirements are satisfied: (I) Capital Metro must first receive a written request for its consent to such assignment, together with reasonably detailed information concerning the type of assignment, the interests affected by the assignment, the identity, reputation and financial condition of the proposed transferee, and such other information related to the assignment and the transferee as Capital

Metro may reasonably request; (II) no uncured event of default by Company under this Agreement exists (after the expiration of any applicable notice and cure period), and (III) all of Company's interests under the Lease must be transferred to the same assignee/transferee as the assignee/transferee under this Agreement and must be in accordance with the terms of the Lease (the assignee/transferee of Company's interests under this Agreement and under the Lease must at all times be the same Person). If any guaranty of Company's obligations under this Agreement is outstanding at the time of any Permitted Transfer, any Transfer approved by the City or any other assignment approved by Capital Metro hereunder, that guaranty will continue in full force and effect and will not be released, terminated, limited or diminished by any Permitted Transfer, any Transfer approved by the City or any consent by Capital Metro to such other assignment.

This Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of Capital Metro and Company, and where the terms "Company" or "Capital Metro" are used in this Agreement, they mean and include their respective permitted successors and assigns.

21. Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, Capital Metro and Company agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

22. Consents and Approvals. Unless expressly stated otherwise herein, each party's consent or approval (or similar action) will be in the party's sole discretion. Unless expressly stated otherwise in this **Section 22** to the contrary, any approval, agreement, clarification, determination, consent, waiver, estoppel certificate, estimate or joinder by Capital Metro required hereunder may be given by the President/CEO of Capital Metro or its designee; provided however, except for clarifications, minor amendments and minor modifications, the President/CEO of Capital Metro does not have the authority to execute any substantial modification or amendment of this Agreement without approval of the Board of Directors of Capital Metro.

23. Payments. All sums payable to Capital Metro must be paid in the lawful money of the United States of America at the time of payment to Capital Metro at Capital Metro's address for notices as set forth herein, or at such other address as may be designated by Capital Metro upon not less than five business days' written notice to Company in accordance with **Section 5** of this Agreement.

24. Estoppel Certificate. Each party to this Agreement, within 20 days after its receipt of a written request from the other party, will from time to time provide the requesting party a certificate stating: (i) to such party's actual knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation with specificity; (ii) that this Agreement is in full force and effect and identifying any amendments to this Agreement as of the date of such certificate; and (iii) such other reasonable, factual matters as requested by the requesting party.

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25. Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by Capital Metro and Company.

26. Correction of Technical Errors. If, by reason of inadvertence, and contrary to the intention of Capital Metro and Company, errors are made in this Agreement in the typing of this Agreement or any of its exhibits or any other similar matters, the parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

27. Governmental Immunity. **CAPITAL METRO IS A GOVERNMENTAL AUTHORITY ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS. NOTHING CONTAINED HEREIN WILL BE DEEMED A WAIVER OF ANY RIGHTS OR PRIVILEGES AFFORDED GOVERNMENTAL AUTHORITIES UNDER THE LAWS OF THE STATE OF TEXAS OR THE TEXAS CONSTITUTION.**

28. Termination of Agreement. Upon the termination of this Agreement, all future rights and obligations of performance by the parties under this Agreement (except for the rights and obligations herein that expressly are to survive termination hereof) will terminate on the effective date of such termination. If not sooner terminated, this Agreement will terminate on the date of the expiration or earlier termination of the Lease.

[END OF TEXT - SIGNATURES ON FOLLOWING PAGES]

Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CAPITAL METRO:

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY,**
a public political subdivision of the State of Texas

By: _____
Randy Clarke, President and Chief
Executive Officer

APPROVED AS TO FORM:

By: _____
Ilyse Niland, Deputy Counsel

[Signature Block Continues on Following Page]

Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)

COMPANY:

AUSTIN STADCO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)

EXHIBIT A



Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)