



GRANT APPLICATION

Austin Convention and Visitors Bureau
Attn: Steve Genovesi, Senior Vice President,
Sales 111 Congress Avenue, Suite 700
Austin, Texas 78701
Phone: 512-583-7259 Email:
sgenovesi@austintexas.org

DATE: March 17, 2017

HISTORIC PROPERTY AND ADDRESS: The Millett Opera House
110 E. 9th Street – Austin, TX 78701

APPLICANT'S NAME: The Foundation for the Preservation of the Historic Millett Opera House

APPLICANT'S ADDRESS: 110 E. 9th St – Austin, TX - 78701

NAME AND ADDRESS OF OWNER, IF DIFFERENT FROM APPLICANT: Austin Independent School District
111 W. 6th Street – Austin, TX 78703

TAX I.D. NUMBER/TAX STATUS: 501 c-3 Non-Profit – Federal ID Number 47-4468309

PERSON PRESENTING REQUEST/CONTACT PERSON: Ken Richardson

ADDRESS: 110 East 9th Street – Austin, TX 78701

TELEPHONE NO. 512-477-9496

E-MAIL: kenr@austinclub.com

FAX NUMBER: 512-472-6328

PROJECT NAME: Millett Opera House

DESCRIPTION OF PROJECT – PLEASE SUMMARIZE THE PROPOSED PROJECT. (IF DESIRED, APPLICANT MAY ALSO ATTACH AN ADDITIONAL SHEET MORE FULLY EXPLAINING THE PROJECT AND THE REASON FOR THE GRANT REQUEST.)

To repaint all existing painted surfaces and replace decaying wood.

PLEASE LIST HISTORIC DESIGNATIONS OF THE PROPERTY, AND IF LOCATED WITHIN A NATIONAL REGISTER OR LOCAL HISTORIC DISTRICT (PLEASE SPECIFY WHICH DISTRICT), AND IF THE PROPERTY IS CONTRIBUTING:

See Application Attachments for documentation.

AMOUNT OF FUNDING REQUESTED: \$22,000.00

AMOUNT OF MATCH OR VALUE OF IN-KIND MATCH: N/A

DO LIENS EXIST AGAINST THE HISTORIC PROPERTY? () Yes (X) No

IF YES, DESCRIBE THE LIENS AND AMOUNTS: N/A



(OWNER OR AUTHORIZED AGENT, AND TENANT IF APPLICABLE)

Michael Marks, Chairperson

Foundation for the Preservation of the Historic Millett Opera House

REQUIRED ATTACHMENTS:

- 1) **TOURISM JUSTIFICATION:** Include substantiation of contribution to the tourism industry in Austin (i.e., annual summary of out of town visitation, copies of promotional material, list of promotional activities, hours of operations, tours provided, etc.).
- 2) **HISTORIC DOCUMENTATION:** Historic photograph(s) or other documentation (especially those showing the elevation(s) of the historic property where restoration, alterations, changes, and/or improvements are planned).
- 3) **CERTIFICATE OF APPROPRIATENESS FOR CITY DESIGNATED LANDMARKS AND LETTER OF APPROVAL FOR STATE DESIGNATED LANDMARKS:** Proof of approval for historic property alterations, if required. *NOTE: If an approval is required, the Preservation Agreement with ACVB will not be executed until such documentation has been issued and provided to ACVB.*
- 4) **PROJECT BUDGET:** Applicant must include a budget, specifying the major components of the restoration/preservation project with associated costs. Also include evidence of other sources of funding, i.e. your own or others' match, and the corresponding work to be performed with these funds.
- 5) **THREE COMPETITIVE BIDS** for the proposed work (in excess of \$5,000) must accompany the application.
- 6) **PROJECT SCHEDULE:** Phasing schedule and amount of funding required for each phase, if applicable.
- 7) **PROOF OF OWNERSHIP/LEASE/AUTHORIZATION:** Copy of the Deed or Will (if applicant is the owner) or documentation showing authorization from owner and any existing lease between owner and applicant.
- 8) **INSURANCE:** Proof of casualty, fire and federal flood insurance, if applicable.
- 9) **PLANS AND SPECIFICATIONS OF PROPOSED WORK.**
- 10) **INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

**The Foundation for the Preservation of the
Historic Millett Opera House**

**APPLICATION
ATTACHMENTS**

110 E. 9th Street – Austin, TX – 78701

Email: Kenr@austinclub.com

Phone: 512-477-9496

Fax: 512-472-6328

**The Foundation for the Preservation of the
Historic Millett Opera House**

**501 c-3 Information
Federal ID Number
47 - 4468309**

110 E. 9th Street – Austin, TX – 78701

Email: Kenr@austinclub.com

Phone: 512-477-9496

Fax: 512-472-6328

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

002816.577964.13576.22786 1 MB 0.439 690



FOUNDATION FOR THE PRESERVATION OF
% KEN RICHARDSON
110 E 9TH ST
AUSTIN TX 78701

Date of this notice: 07-13-2015

Employer Identification Number:
47-4468309

Form: SS-4

Number of this notice: CP 575 F

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4468309. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

ANNUAL FILING REQUIREMENTS

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax-exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.



CP 575 (Rev. 3-2013)

CP 575 F

DATE OF THIS NOTICE: 07-13-2015
EMPLOYER IDENTIFICATION NUMBER: 47-4468309
FORM: SS-4 NOBOD

FOUNDATION FOR THE PRESERVATION OF
THE HISTORIC MILLET OPERA HOUSE
% KEN RICHARDSON
110 E 9TH ST
AUSTIN TX 78701





Office of the Secretary of State

CERTIFICATE OF FILING OF

The Foundation for the Preservation of the Historic Millet Opera House, Inc.
File Number: 802238867

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/19/2015

Effective: 06/19/2015



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Tourism

Justification

- Austin Club Hotel Accommodation Guest Nights
 - Preferred Partners
 1. Omni on 8th Street
 2. Aloft – Element
 3. Stephen F. Austin

Hotel Accommodation Guest Nights (per year)

***From Foundation and Austin Club Members
and Their Associations/Organizations.***

1. Members (Associations, Corporations, Businesses) – 21,040
2. Weddings – 2,625
3. Members Personal – 3,118

Total Nights: 26,783

**Data collected and supported by a survey sent out on February 15, 2017.*



INTERCONTINENTAL.

STEPHEN F AUSTIN

March 13, 2017

Ms. Brittany Beckendorf
Marketing/Executive Assistant
Austin Club
110 E. 9th Street
Austin, TX 78701

Dear Brittany:

The InterContinental Stephen F. Austin Hotel would be delighted to continue our working relationship with **Austin Club in 2017**. Our hotel will offer your company a unique Austin experience and your travelers will receive luxurious accommodations, outstanding service and well-deserved recognition - which InterContinental Hotels are renowned for throughout the world!

Traveler Benefits

- IHG Rewards Club – *our frequent guest recognition program which provides members with complimentary internet access once enrolled*
- InterContinental signature Agraria guestroom amenities
- Complimentary 24-hour fitness area and indoor pool
- Complimentary newspaper
- Thoughtfully placed in-room power sources
- Upgrades based upon availability
- Express check-in/check-out
- Non-smoking hotel

Brittany, on behalf of the management and staff of the InterContinental Stephen F. Austin Hotel, we are delighted to be considered as a preferred hotel for **Austin Club**, in Austin, Texas! Should our proposed agreement be acceptable, please sign and return the attached agreement and we will have your preferred rates loaded through 12/31/17.

If you have any questions or need further assistance, please do not hesitate to call me directly at (512) 721-4223.

Best regards,

r

Rosie Muguerza
Director of Business Travel

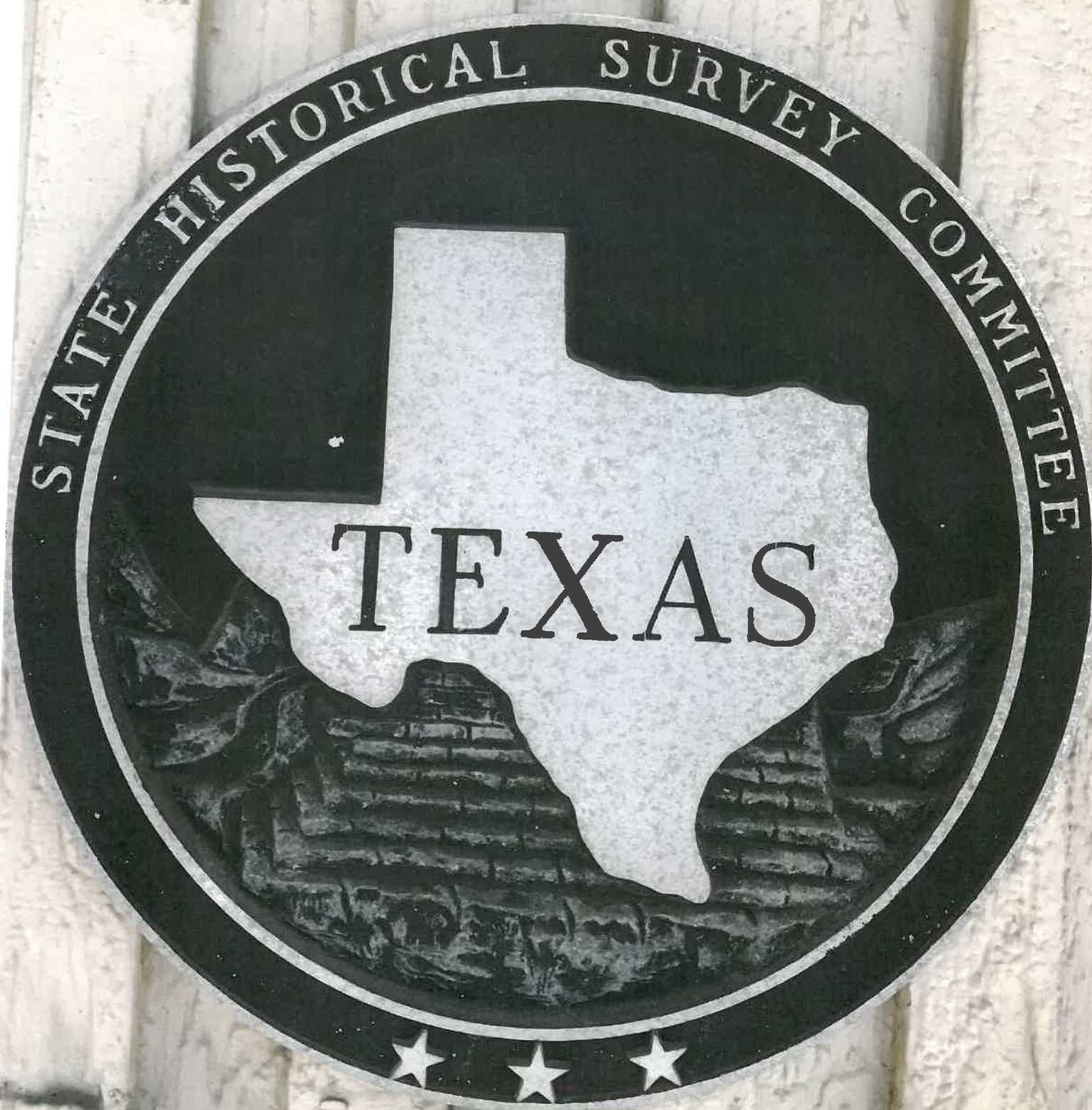
Historic Documentation

- Austin Landmark Plaque
- Federal Registration of Historic Places
- State of Texas Historic Survey Committee Marker
- Texas Historical Commission Official Historical
Medallion
 - Austin Room Mural Booklet
 - The Austin Room Club Booklet
 - Website History



MILLETT OPERA HOUSE
HAS BEEN LISTED IN THE
NATIONAL REGISTER
OF HISTORIC PLACES
BY THE UNITED STATES
DEPARTMENT OF THE
INTERIOR

1978





MILLETT OPERA HOUSE

LUMBER DEALER CHARLES F. MILLETT'S 1878 OPERA HOUSE BECAME A CULTURAL CENTER FOR AUSTIN. THE THEATER HAD 800 MOVABLE SEATS, PLUS BOXES. OPERAS AND DRAMATIC PERFORMANCES FEATURED SUCH NOTED ACTORS AS EDWIN BOOTH, JOSEPH JEFFERSON, SIR HENRY IRVING AND OTIS SKINNER. ON MARCH 10, 1899, DEMOCRATIC PRESIDENTIAL NOMINEE WILLIAM JENNINGS BRYAN GAVE A SPEECH HERE. OTHER ACTIVITIES INCLUDED LEGISLATIVE SESSIONS, BALLS, INAUGURATIONS, SONGFESTS, POLITICAL CONVENTIONS, COMMENCEMENTS AND SKATING. THE TWO-STORY LIMESTONE BUILDING WAS ALTERED IN 1896 AND 1911 TO INCLUDE A THIRD STORY ADDITION AND A TWO-STORY CLASSICAL PORTICO.

RECORDED TEXAS HISTORIC LANDMARK - 1965
MARKER IS PROPERTY OF THE STATE OF TEXAS

Our website: www.austinclub.com/history



The Austin Club
FOUNDED 1949



[Home](#) [History](#) [Membership](#) [Banquets](#) [Weddings](#) [Member's Area](#) [Employment](#) [Contact](#)



Club History

The club, and its membership, has grown with the city. Two generations of staff and members have benefited from the club's timeless standard of elegance and hospitality.

Reciprocal Clubs

Featured Download: History of The Austin Club and The Millett Opera House



Club History



The Millett Opera House, at 110 East Ninth Street, has been the home of The Austin Club since 1949. Built by city father Captain Charles F. Millett in 1878, the building was designed by leading architect Frederick E. Rustin. When completed, the opera house was second in size and grandeur only to the Galveston Opera House. It had 808 moveable seats, balcony, private boxes and an exquisite hand-painted ceiling, a portion of which now hangs in the club's House Conference Room.

The building's 24-inch-thick limestone walls have stood the test of time and witnessed much revelry and history. In the late 1800's, Austin's 11,000 citizens made the building the social center of the city. The Opera House had programs ranging from medicine shows to legislative sessions while the new Capitol was being constructed. It also hosted church services, political conventions, graduations, dances and recitals, as well as opera and theater productions. Notables who performed in front of its heroics footlights include John L. Sullivan, Williams Jennings Bryan, John Phillip Sousa, Lily Langtry, Joseph Jefferson, James O'Neill and John Wilkes Booth's brother, Edwin.

In 1896 the building was converted to a skating rink and household storage space. Subsequent owners included the Knights of Columbus, who added the front portico in 1911. In 1940 the Austin Public Free Schools purchased the property. It was threatened with destruction in 1956 but survived when a prominent printing and office supply company took out a long term lease and restored much of the first floor.

In 1975 the school system approved a 50-year lease to The Austin Club, which continued the extensive renovation and moved into its historic new quarters on December 15, 1980. It is fitting that The Austin Club is situated in such graceful surroundings. The club is the oldest in downtown Austin, having been founded in 1949 with 453 members. At the time the capital's population was only 152,459 and the tallest building was fourteen stories.

The club, and its membership, has grown with the city. Two generations of staff and members have benefited from the club's timeless standard of elegance and hospitality.

Share in the company of our distinguished membership, including top leadership in Texas business and government.

If you wish to join this tradition of prestige and excellence, please see [Membership Information](#).



Certificate of Appropriateness for City Designated Landmarks

- Letter from the City of Austin



City of Austin

Founded by Congress, Republic of Texas, 1839
Historic Preservation Office
Planning and Zoning Department
One Texas Center, 505 Barton Springs Road
P.O. Box 1088, Austin, Texas 78767

February 13, 2017

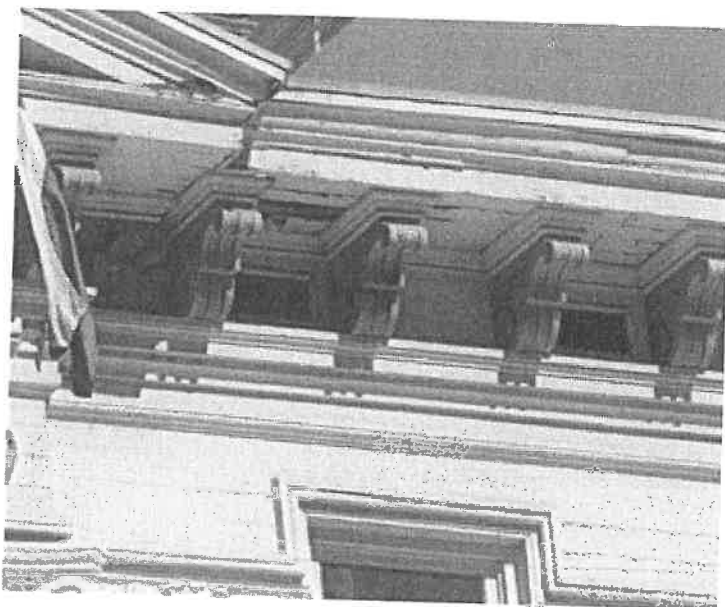
Dwayne Anderson
The Austin Club
110 E. 9th Street
Austin, Texas 78701

Re: Annual inspection
Millett Opera House, 110 E. 9th Street
C14H-1976-0004

Dear Mr. Anderson::

As part of our annual inspections of Austin's historic landmarks, we found conditions at the Millett Opera House that should be addressed as soon as possible to ensure the long-term preservation of the building:

1. Damaged soffits with peeling paint and rotting wood.



As always, we appreciate your commitment to preserving Austin's rich heritage. If you have any questions concerning this letter, please feel free to telephone me at 974-6454 or by e-mail at steve.sadowsky@austintexas.gov or you may contact my colleagues, Kalan Contreras, at 974-2727 or by e-mail at kalan.contreras@austintexas.gov; or Andrew Rice, at 974-1686, or by e-mail at andrew.rice@austintexas.gov.

Sincerely,

Steve Sadowsky
Steve Sadowsky
Historic Preservation Officer

Project Budget & Schedule

Proposed 2017 Schedule, Budget/Costs

- A. Painting of entire wood area.
 - a. Eves, Soffits, etc.
 - b. Project work to begin mid-June 2017 with an approximate cost of \$22,000.00.

- B. Replacement of 14 existing single pane windows with thermal windows and frames.
 - a. Project work to begin approximately in October 2017 with an approximate cost of \$35,000.

- C. Exterior repointing and tucking of entire stone surface area of entire building.
 - a. Project work to begin approximately in Aug/Sept. 2017 with an approximate cost of \$65,000.00 - \$80,000.00.

Competitive Painting Bids

- Southern Painting
- Tex Painting Company
- 360° Painting



Ellis Contracting Inc, DBA Southern Painting

OFFICE: (512) 267-6200
FAX: (512) 401-8906
www.southernpainting.com

Estimate / Invoice

Reference #	watson0317e
TM Type	
Bid Date	3/1/2017
Tentative Start Date	

* Over 75,000 Satisfied Customers *

Customer Name: Carson Watson		Sales Representative: Zach Joseph		Contact Number: 512-777-8444	
Email: spacetil@aol.com		Home Number: 512-784-3329		Office/Cell Number:	
Address: 110 East 9th		City: Austin		State: TX	
Installation Address, if different:		City:		State: Zip Code: 78701	

* The following steps must be done to insure quality *

Preparation:

- ☒ Cleaning Exterior to be **PRESSURE CLEANED**, removing all surface dirt, dust and mildew. (**POWER WASH**)
☐ Mildew Treat home for mildew with 30% bleach and 70% water
- ☒ Scraping All peeling areas will be **SCRAPED** and **WIRE BRUSHED** to a tight primer ready condition
☐ Additional Scraping and Wire Brushing needed:
- ☒ Priming ALL **EXPOSED** wood will be primed
☐ Full Coat of Primer
- ☒ Caulking ALL **WINDOWS** and **ENTRYWAYS**, AND wood work will be **CAULKED** as needed.
☐ White ☐ Dark ☐ Other

☒ This Proposal is for a scrape and wire brush finish only. **SANDING AND WOOD REPAIRS ARE AN ADDITIONAL COST**

Painting: ☒ Match Existing Color (as close as possible)

5- **Paint Sheen:** ☐ Flat ☒ Satin ☐ Semi ☐ Gloss ☒ Paint Brand Sherwin-Williams

6- ☒ Colors: ☐ Soffit: ☐ Entry Doors: ☐ Fascia: ☐ Gables: ☐ Garage Doors: ☐ Brick Lintels: ☐ Other: ☐ Pillars

☐ Siding: ☐ Shutters: ☐ Gutters: ☐ Roof Stacks: ☐ Chimney: ☐ Front Door: ☒ Paint ☐ Stain to paint ☐ Stain & Varnish ☐ Varnish ☐ Strip to bare wood, re-stain and varnish

Repairs: ☐ up to \$4,000 in repairs or replacement of wood

Additional Comments:

Any additional changes, new estimate will be given
Owner to pick new colors
If changing colors, job may take 2 coats
10% discount applied (no other discounts applied)

☒ No Warranty on Rust of any kind. ☒ No Flooring or Decking Warranty. ☒ Not Responsible for existing paint on glass or brick.

☒ Yard Sign ☐ Contractor ☐ Coupon ☐ Realtor ☐ Other

Paint Options	Base Price
<input type="checkbox"/> 1 Coat of Super Paint Exterior Paint (match color)	\$10,000.00
<input type="checkbox"/> Paint Stair Case	\$2,000.00
<input type="checkbox"/> Power Wash All Stone	\$800.00

(Customer Initials) **THREE YEAR WORKMANSHIP WARRANTY**-All paint services, with some exceptions/exclusions*, completed by Southern Painting are guaranteed not to peel, blister or flake for a period of three years from the date of application. This Warranty is limited to workmanship. Some peeling may be due to influences other than workmanship and are not covered by this warranty. Southern Painting is not responsible for damage to paint or any substrate due to regular aging and wear or unforeseen problems with the home's foundation, wood rot or weather. If a defect in workmanship appears within three years and is reported to Southern Painting in writing, Southern Painting will inspect the affected areas and make any necessary repairs to the paint. Masonite, for repairing the defective area and not any consequential damages to substrates or anything else. *Exceptions: One year warranty items: carpentry, window/door lintels, exterior doors, decks, fences, and other stained surfaces. Exclusions: Rust on any surface, Paint on galvanized metal, Cracking caused by settling, expansion, and/or contraction.

☒ No Verbal agreements. ☒ Workers are subcontractors.

Customer Signature _____ Date _____
Your signature serves as acceptance of estimate cost and authorizes work to commence

☒ Balance to be paid in full upon Completion ☒ Tax, Labor, Materials & Paint Included ☒ This proposal expires 90 days from bid date.

16,800

12,800
+ 4,000
16,800

Passake
TATAC



Tex Painting Company



The Austin Club		e-mail spagetti@aol.com	Date February 24, 2017
Address 110 E 9 th Street			Bidder Steve Parker
City Austin	State Texas Zip 78701	Phone 512.998.4184	
Contact Number 512.784.3329	Cell	Invoice #	

Two Year Written Warranty of Quality

1,000,000 Liability Insurance

Specific Areas	Color	Paint Co.	Important Areas of Focus
Paint the Exterior of Building as follows:	Match	Sherwin	Pressure Wash Exterior
FRONT *Gable Siding *Soffit *Facia *Corbels *Applica's	Existing	Williams	Replace 1 Localized Piece of Wood Trim
*Dental Molding	Scheme	Duration	Scrape Loose Paint Feather sand only
*Front Porch & Upper Balcony Ceilings, Columns & Railing	Colors	Exterior	Spot prime bare wood
*Windows *Doors *Transoms *Door Panels *Fluted Panels	To be		Bondo localized areas as needed
WEST *Soffit *Facia *Upper Windows *Exterior Door	selected		Full caulking focus on open seams
*Plywood Panels *Iron Stairway *Block Wall			Paint the exterior listed areas full coverage
BACK *Facia *Plywood Panels			Clean up on daily basis

Exterior Prep Work

- * Pressure Wash Areas To Be Painted
- * Scrape Areas of Failing Paint
- * Prime Areas of Bare Wood
- * Use quality caulk to seal major cracks
- * Properly shield and mask for overspray

Excludes The Following

- * Glazing Existing Windows
- * Gutter Replacement

Jobsite Management

- * Use Premium Grade Materials
- * Maintain Clean Jobsite
- * Paint On Consecutive Days
- * Nightly Clean Up & Walk Around
- * Goal Is a Reference Letter

Painting Notes

*The Tex Painting Goal is to provide a quality painting project
Which will insure proper coating and good adhesion
This quote is not based on a full painting restoration project*

Painting Notes

*Imperfections will remain upon completion of painting
Due to the age of the home and the number of previous
Painting over the years of the Building*

CONTINGENCY: There will an Allowance to replace rotted wood on building.

New wood will match as close as currently possible.

The Contingency Allowance will not exceed \$4,000.00

All paint, labor, materials and warranty good for \$14,500.00

***Excluding \$4,000.00 Rotted Wood Contingency**

☐ 20% Reservation/materials deposit of **\$2,900.00**

☐ 30% Progress Payment After Preparation **\$4,350.00**

☐ Final Payment Due at Completion **\$7,250.00**

Approximate Length of Job: **10 days**

I AGREE TO HAVE THE ABOVE WORK DONE FOR THE PROPOSED PRICE. I HAVE READ AND UNDERSTOOD THE BACK OF THIS FORM.

SIGNATURE _____ DATE _____

ALL THE WORK OUTLINED ABOVE HAS BEEN COMPLETED TO MY SATISFACTION.

SIGNATURE _____ DATE _____

PAINT 14,500.⁰⁰
WOOD 4,000.⁰⁰
18,500.⁰⁰

CONTRACT NOT CONSIDERED PAID IN FULL UNLESS CHECK IS MADE PAYABLE TO TEX PAINTING
Office Address: 4309 Camacho Street Austin, Texas 78723 Office Phone: 512.651.3219 Fax: 512.628.3219

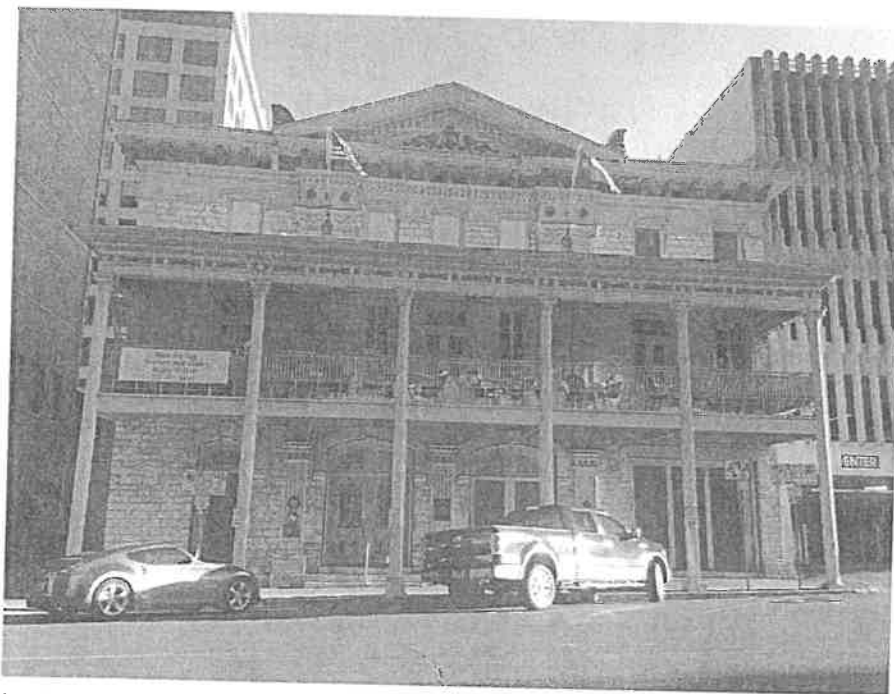
Thank you! Signed 2/25/2017



Proposal



Front



#677 Ken
Richardson -
Residential
Interior

360 Painting of
Austin

Welcome

About Us

Insurance

Insurance
Excess
Coverage

Proposal

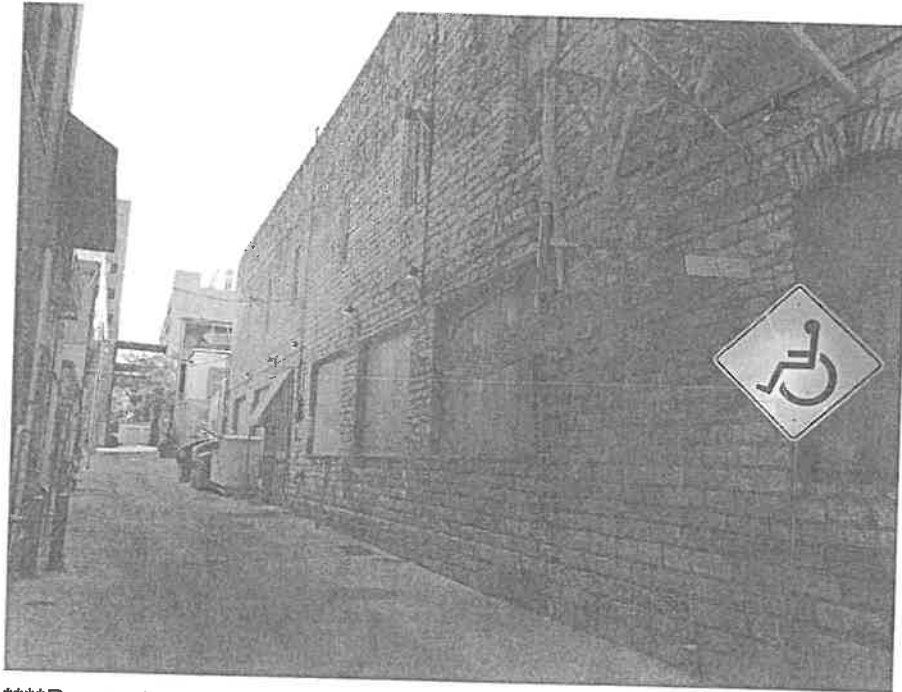
Agreement

Certificate of
Completion

***Body includes all currently painted areas including columns

	UNITS/QTY	#COATS
Body	1,300.00	2
Windows	34.00	2
Doors	3.00	2
Shutters	7.00	2
Overhang (Fascia, Soffit, FB)	130.00	2
Porch Ceiling	680.00	2
Railing	68.00	2
Jambs	4.00	2
Prep	1.00	2

SIUGS

Materials**FRONT SUBTOTAL \$6,884.33****Left Exterior**

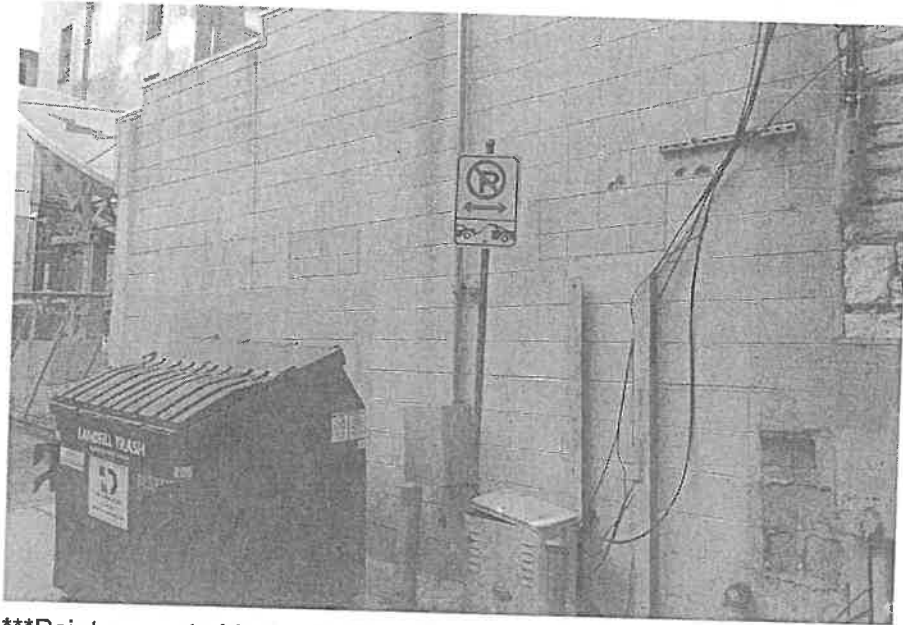
****Per customer, windows being replaced with similar wood windows with grids, to be painted.

**Plywood coverage on lower windows being replaced by others.

*Body consists of painting of plywood areas.

	UNITS/QTY	#COATS
Body	730.00	2
Prep	1.00	2
Windows	15.00	2
Doors	2.00	2
Materials		
LEFT EXTERIOR SUBTOTAL		\$2,096.91

Concrete

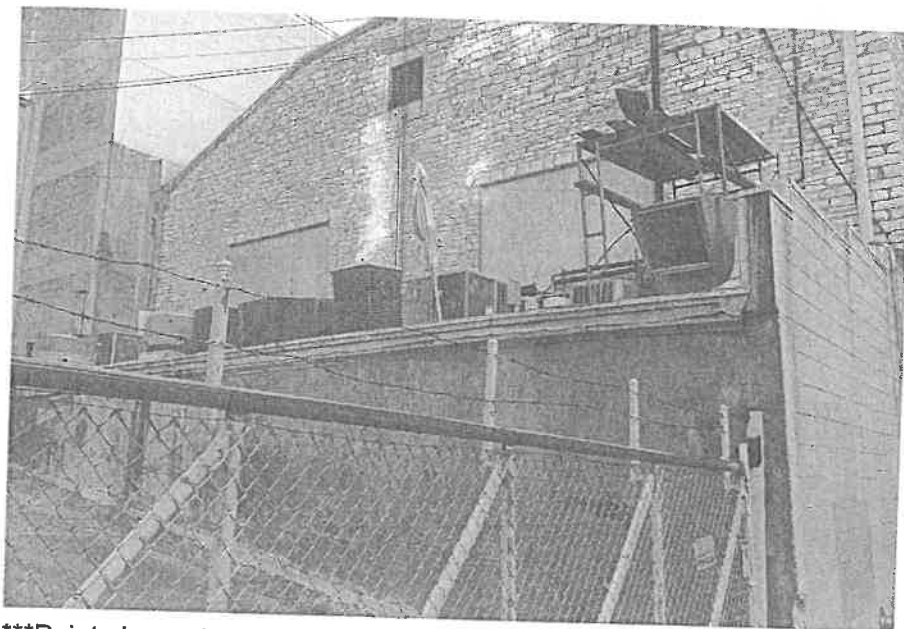


***Paint concrete block with Sherwin Williams "Sherlastic" paint for masonry coverage.

**Piping to be painted with Sherwin Williams, DTM paint.

	UNITS/QTY	#COATS
Body	345.00	2
Prep	1.00	2
Piping painted	1.00	2
Materials		
CONCRETE SUBTOTAL		\$847.23

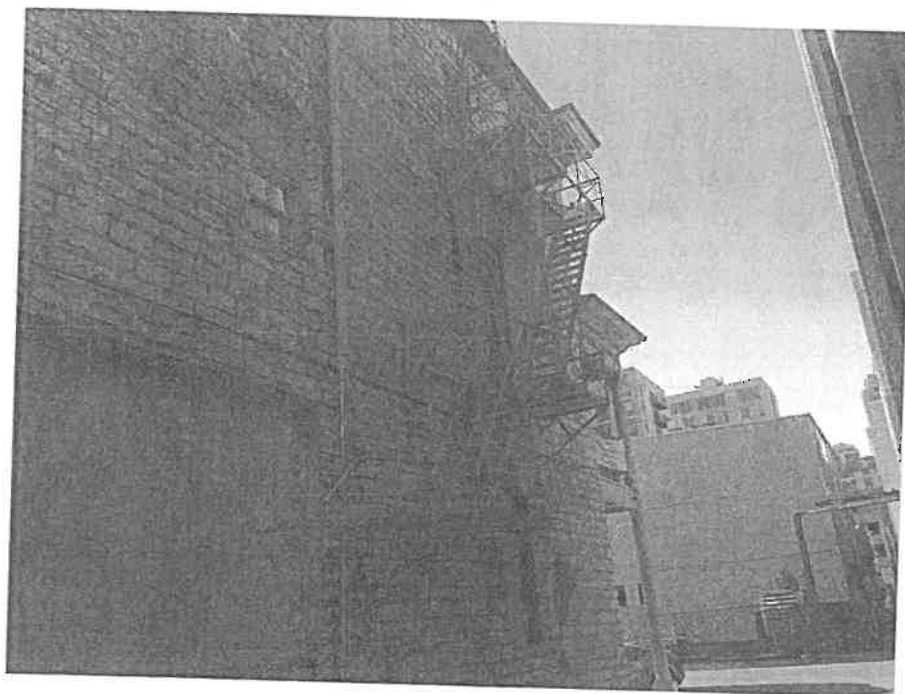
Rear



***Paint plywood coverage and any currently painted trim work.

	UNITS/QTY	#COATS
Body	250.00	2
Prep	1.00	2
Overhang (Fascia, Soffit, FB)	45.00	2
Materials		
REAR SUBTOTAL		\$727.68

Fire Escape



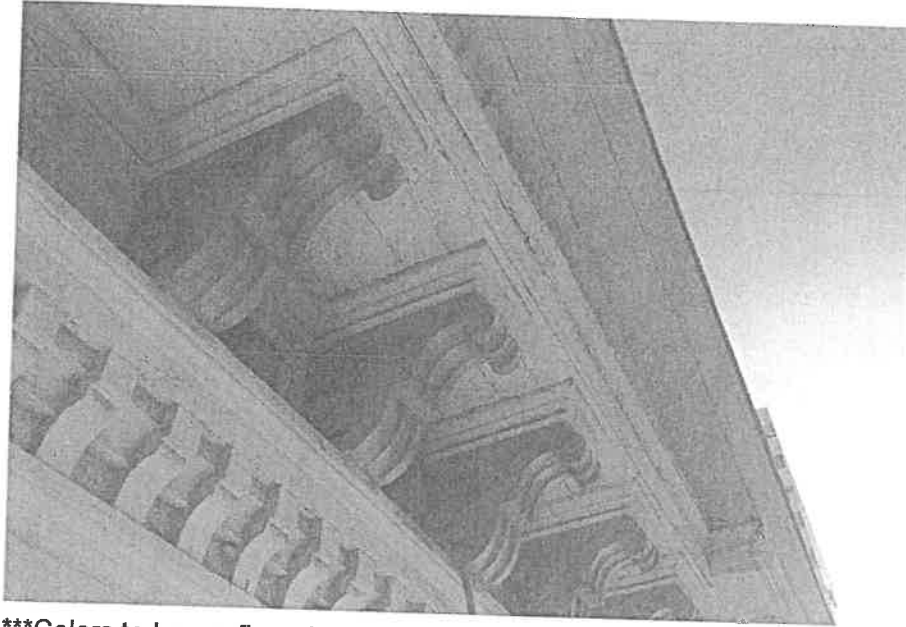
	UNITS/QTY	#COATS
Fire Escape Painting DTM	1.00	2
Sand rust spots as needed	1.00	1
Materials		
FIRE ESCAPE SUBTOTAL		\$1,736.00

Powerwash All areas including stone

***Boom access and storage at left hand side or front of building required.

	UNITS/QTY	#COATS
Powerwash	1.00	1
Boom Required	1.00	1
Weekend work required	1.00	1
Materials		
POWERWASH ALL AREAS INCLUDING STONE SUBTOTAL		\$3,100.00

2 colors applied to detail work,
lentils, etc.



***Colors to be confirmed with customer.

	UNITS/QTY	#COATS
Detail paint to lentils and designs on fascia	1.00	2
Materials		
2 COLORS APPLIED TO DETAIL WORK, LENTILS, ETC. SUBTOTAL		\$3,225.00

Sherlastic paint for left concrete
block



	UNITS/QTY	#COATS
Sheralstic	0.00	1
Materials		
SHERLASTIC PAINT FOR LEFT CONCRETE BLOCK SUBTOTAL		\$0.00

**Sherwin Williams Superpaint to
other areas**



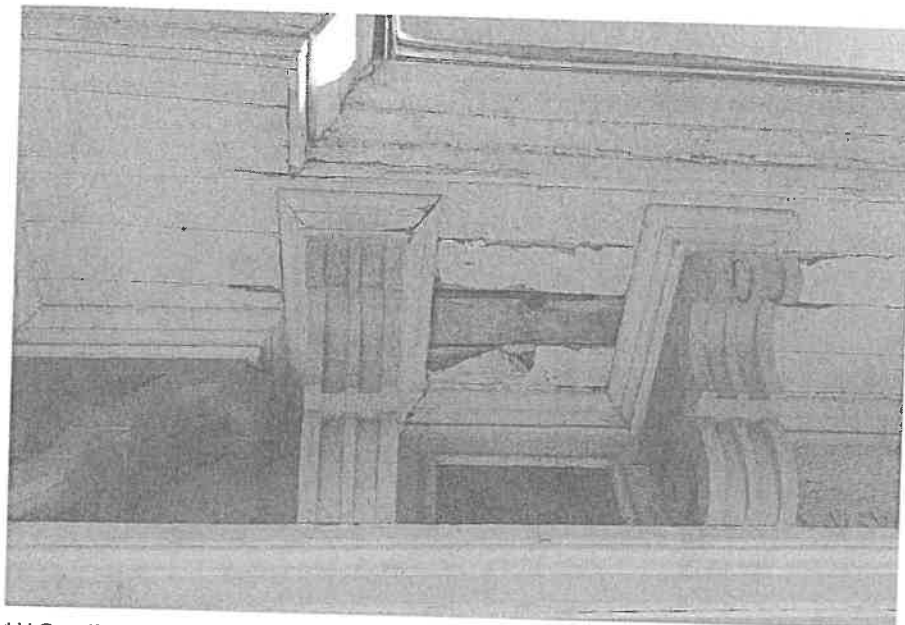
	UNITS/QTY	#COATS
Superpaint	0.00	1
Materials		
SHERWIN WILLIAMS SUPERPAINT TO OTHER AREAS SUBTOTAL		\$0.00

Sherwin Williams DTM paint to
metal areas



	UNITS/QTY	#COATS
DTM	0.00	1
Materials		
SHERWIN WILLIAMS DTM PAINT TO METAL AREAS SUBTOTAL		\$0.00

Rotted wood replacement up to
50'



***Caulk all wood areas, soffit and fascia, as needed.

***Wood Fill any areas needed.

	UNITS/QTY	#COATS
Replace soffit and fascia as needed up to 50'	1.00	1

Materials

ROTTED WOOD REPLACEMENT UP TO 50' SUBTOTAL
\$1,050.00

LABOR \$17,288.49

LABOR SUBTOTAL \$17,288.49

MATERIALS \$2,435.42

TAX \$200.92

MATERIALS SUBTOTAL \$2,636.34

GRAND TOTAL \$19,924.83

Thank you! Signed 2/25/2017



Agreement



The parties agree that \$19,924.83 will be paid as follows:
1/3 down, balance is due upon completion.

Progress payments may be requested throughout the course of the job, depending upon job size and time needed to complete project.

Payment types accepted: check.

Please take special note of job description. 360 Painting of Austin is not required to perform any projects or tasks not specifically listed.

Preparation

The following procedures will be applied as necessary to your particular job under normal conditions:

- All windows, outdoor furniture, and shrubbery will be covered for protection.
- Surfaces will receive a thorough pressure wash to remove dirt, grime, and flaking paint.
- Surfaces will be scraped, patched, and sanded, if needed. They will also be re-inspected and patched as necessary before final coats are applied.
- Glossy surfaces and trim will be sanded and cleaned to assure proper paint adhesion.
- Scrape and sand rough areas due to previous paint failure.
- Caulk joints in body and fascia and soffit.
- Apply a stain sealer to water and tannin wood stains.
- Work areas will be cleaned-up and vacuumed, and debris will be taken away

#677 Ken
Richardson -
Residential
Interior

360 Painting of
Austin

Welcome

About Us

Insurance

Insurance
Excess
Coverage

Proposal

Agreement

Certificate of
Completion

Coverage

- Apply one (1) coat (unless noted otherwise) of exterior latex (Satin) paint of high quality to body, fascia, soffit and guttering. Two (2) coats relates to complete coverage up to two (2) coats.

Insurance

- Liability insurance is carried by The Contractor's Choice Agency, 800-918-3584 (tel:800-918-3584).

Limited Warranty

- 360 Painting of Austin warrants labor and material for a period of two (2) years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will 360 Painting of Austin be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.
- Horizontal walking surfaces are excluded from this warranty.

Work Standard

- All work is to be completed in a workman like manner according to standard practices. Worker/s will remain on job until completion of project. Work site will be cleaned daily and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93, P4-94, P5-94, P7-99 and P6-99.
- The painting contractor will produce a "properly painted surface". A "properly painted surface" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a

criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Customer Responsibility

Please take specific note of job description.

- Colors must be chosen one (1) week prior to start date. An additional cost will be charged for color changes made after commencement of work.
- Electricity must be available.
- Please have sprinklers turned off.
- If exterior doors are to be painted, please have someone available to open doors to paint, or provide access when project commences.
- **Customer is to be available to meet with the Manager on the last day of job, upon completion. Payment is required after final walk-through is completed.**

Change Orders

- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- If after you agree to this work, you desire any changes of additional work, please contact us as the cost of all revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- Starting date is to be agreed upon verbally. Changes may require additional cost.
- It is essential that the work area be available to us, free from other trades. As a result of trade interference, 360 Painting of Austin may leave the job and additional charges may be incurred.
- Due to the concealed conditions of existing wall coverings, it may be impossible to estimate the labor of removal and preparation necessary to achieve a properly painted or wall papered surface. Under normal conditions wall covering can be removed properly without damage to the surface; however, sometimes the substrate has not been sealed properly or other hidden conditions may exist. Due to these factors, added labor and material cost may become necessary. If these conditions exist, the owner will be notified before further work commences.

- It is essential that the work area be available to us, free from other trades. As a result of trade interference, 360 Painting of Austin may leave the job and additional charges may be incurred.
- All areas must be clean, free of other trades interference, and paint-ready or additional costs may apply. A cleaning preparation charge will be applied as necessary.
- Parking costs will be charged to the customer if insufficient parking is made available.
- If after hours or weekend work is required it must be specified and additional after hours charges may be applied.
- Work will be performed according to written agreement. Any changes must be written and agreed upon in documented change order with 360 Painting of Austin. All work will be directed by the Area Manager and foreman on the project according to the proposal.
- Additional required preparation work or repairs (eg, drywall repairs) will incur appropriate charges if not specified in the proposal. We are not responsible for cracks or drywall imperfections.
- Payment terms are to be adhered to as stated. Delays in payments may be charged an additional 3% per day.
- Final walk-through with the customer or designated representative is required on day of completion.

COST

- We propose to furnish material and labor - complete and in accordance with the above specifications for the sum of all as stated above. Individual tasks, if selected, may require additional pricing. Price is valid for thirty (30) days, unless otherwise noted.

Acceptance of proposal

- You must sign this agreement in order to secure a start date.
- By signing this contract, I acknowledge that I have read and understand the terms of this proposal.

Proof of Ownership/ Lease Authorization

-Lease

-Austin Independent School District

Letter of Support

STATE OF TEXAS § LEASE AGREEMENT BETWEEN
 § THE AUSTIN INDEPENDENT SCHOOL
COUNTY OF TRAVIS § DISTRICT AND THE AUSTIN CLUB

This lease agreement is made and entered into on the date last herein written by and between the Austin Independent School District, an independent school district existing in Travis County, Texas, pursuant to the laws of the State of Texas, hereinafter referred to as Lessor, and The Austin Club, a Texas non-profit corporation doing business in Travis County, Texas, hereinafter referred to as Lessee:

1. Demise - Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real property located in Travis County, Texas, more particularly described as follows, to-wit:

The Old Millett Opera House, being all that portion of Lots Nos. 9, 10, 11 and 12, Block No. 111, City of Austin, Texas, more particularly described on Exhibit "A" attached hereto and incorporated for all purposes.

together with all rights, privileges and appurtenances thereto and all of Lessor's buildings, improvements made by Lessee or Lessor or others, equipment and other property now located on said real property and owned by Lessor, said real property, improvements and equipment hereinafter collectively referred to as "Premises" or "Leased Premises." The term "improvements" shall mean all of the Leased Premises except the real property.

2. Term of Lease - This lease shall be effective and its term shall commence on April 1, 1980 and shall end fifty (50) years after the date of its commencement.

3. Rent

A. Monthly Rental for the period from commencement of this lease until occupancy of the Leased Premises by Lessee - The monthly rental for the period commencing April 1, 1980 until the date on which the premises are occupied by Lessee shall be FIVE HUNDRED DOLLARS (\$500.00) per month. The first months rental shall be tendered by Lessee to Lessor at the time of execution of this Lease. This monthly rental shall not extend past twenty-four (24) months from the date of commencement of this Lease.

B. Monthly Rental After Occupancy Of The Leased Premises - Commencing on the first day of the first month after occupancy of the Leased Premises by Lessee, or on the date of occupancy of the Leased Premises by Lessee if the Leased Premises are occupied on the first day of the month, the monthly rental shall be the sum of TWO THOUSAND SEVENTY DOLLARS (\$2,070.00) per month. Said monthly rental shall be subject to escalation as provided herein after. The monthly rental shall not be escalated for a period commencing on the date of execution of this Lease and ending five (5) years after date of execution of this Lease.

C. Increase In Monthly Rental - The monthly rental as set out in paragraph II - B herein shall be adjusted on the fifth (5th) anniversary date of this Lease and at five (5) year intervals thereafter. On each of these anniversary dates, the monthly rental shall be adjusted by one-half ($1/2$) of the proportion that the U. S. City Average Consumer Price Index of the United States Department of Labor, Bureau of Labor and Statistics, in effect on the date of execution of this Lease bears to the said U. S. City Average Consumer Price Index in effect on each anniversary date. The monthly rental shall never be reduced even if the said U. S. City Average Consumer Price Index is below the U. S. City Average Consumer Price Index in effect at any time during this Lease. It is agreed that within ninety (90) days after execution of this Lease, the parties shall exchange letters agreeing to the U. S.

City Average Consumer Price Index in effect on the date of execution of this Lease. If the said U. S. City Average Consumer Price Index shall no longer be published, then the index most closely resembling the said index which shall then be published by an appropriate agency of the United States government at such time shall be used in computing said monthly rental.

D. Miscellaneous Rent Provisions - All payments of rental hereunder shall be made to Lessor as the same shall become due in lawful money of the United States, at Lessor's offices located at 6100 Guadalupe, Austin, Travis County, Texas, or such other address in Travis County, Texas as may be designated in writing by Lessor.

E. Late Charges - Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to additional overhead and salary expenses relating to late payments, the inconvenience and cost to Lessor timely performing its own obligations and unusual processing and accounting charges as may be incurred by Lessor because of said late payments. Accordingly, if any installment of rent or any other sum due from Lessee to Lessor under this Lease shall not be received by Lessor or Lessor's designatee within ten (10) days after such amount shall be due, Lessor shall pay to Lessee a late charge equal to ten percent (10%) of such overdue amount. Similarly, if Lessee shall fail timely to perform or pay any of its obligations hereunder and Lessor shall perform or pay same, then Lessee shall pay to Lessor a late charge equal to ten percent (10%) of the cost of such performance or payment. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment or performance by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount and shall

not prevent Lessor from exercising any of the other rights and remedies granted in this Lease.

4. Improvements to Existing Structure

A. Intent of Lessee to Make Improvements - Lessee and

Lessor acknowledge that Lessee intends to make substantial improvements in the structure now existing on the Leased Premises. Lessee acknowledges that the structure has been designated as an historical structure by the State of Texas and the City of Austin and as such certain statutes, laws, rules, regulations and ordinances govern the actions that can and cannot be undertaken with regard to the structure.

B. Prior Approval of Lessor Concerning Improvements -

Lessor shall have the right to approve all improvements prior to work being done on the Leased Premises. Lessor's consent shall not be unreasonably withheld. Lessor acknowledges that Lessee intends to convert the structure to a private club facility and makes certain improvements including the provision of dining facilities.

C. No Assumption of Liability by Lessor - The right to

approve all improvements and repairs made on the structure shall not make Lessor a guarantor, warrantor, architect, engineer or other party in responsibility for the value of the value, workmanship, performance, quality or type of the improvements.

D. No Cost to Lessor - Lessor shall bear no costs of any kind in connection with the improvements and repairs to be made by Lessee.

5. Utilities and Taxes - Lessee shall be solely responsible.

for paying all costs of utilities, including electric, water, gas, trash collection, telephone and all other utilities, including deposits, connection charges, and monthly charges and all other charges of whatever kind and nature involved with the supplying of utilities to the Premises.

In the event any taxes are assessed by any governmental entity on the Premises, or on Lessee's interest in the Premises

or on any personal property located on the Premises, Lessee shall be solely responsible for payment of all such taxes. Lessor agrees that Lessee shall have the right, at Lessee's sole cost and expense, to contest the legality of any taxes which are to be paid by Lessee pursuant to the foregoing provisions, and in the event of any such contest, the failure on the part of Lessee to pay any such tax, prior to the delinquency date thereof, shall not constitute a default hereunder. Lessee, upon final determination of such contest, shall immediately pay and discharge any judgment rendered against it, together with all costs and charges incidental thereto. Lessor further agrees, at the request of Lessee, to execute, or join in execution of, any instrument or documents necessary in connection with any such contest, but at no expense to Lessor; provided, however, that under no circumstances shall Lessor join in any contest which directly or indirectly involves Lessor or the payment of taxes by Lessor.

6. Insurance

A. Upon commencement of the date for the payment of rental under this Lease, April 1, 1980, Lessee shall obtain fire and extended coverage insurance covering the full replacement cost or the full insurable value, whichever is the higher, of the structure located on the Leased Premises. Further, Lessee shall maintain in full force and effect during the term of this Lease and any extensions thereof such fire and extended coverage insurance covering all improvements, structures and contents thereof on the Leased Premises on a full insurable value basis, insuring against all risks of direct physical loss, and excluding only such unusual perils as nuclear attacks, earth movements, flood and war. In addition, Lessee shall obtain and maintain during the term of this Lease bodily injury, property damage and comprehensive public liability insurance with a combined single limit coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). All said insurance obtained and maintained by Lessee during the term of this Lease and any extensions hereof shall be Lessee's sole cost and expense.

B. Lessee shall deliver to Lessor a duplicate original of each such policy, or in lieu thereof, a certificate issued by the issuer of such policies. Each such policy or certificate shall provide that the same shall not be cancelled without at least ten (10) days prior written notice to Lessor and shall name Lessor as an additional insured thereunder. Lessee shall furnish to Lessor from time to time promptly upon request being made therefor a certificate evidencing the carrying of insurance as required hereunder, endorsed to require at least ten (10) days notice to Lessor prior to any cancellation or reduction of coverage. Not less than fifteen (15) days prior to expiration of any such insurance policy, certificates of insurance (bearing notations evidencing the payment of renewal premiums) shall be delivered to Lessor if so requested.

C. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise in, upon or about said Premises from any cause arising at any time, and Lessee shall hold Lessor harmless from any damage or injury to any person or to the goods, wares and merchandise of any person arising from the use of the Premises by or under Lessee or from the failure of Lessee to maintain the Premises in the manner herein required. Lessee acknowledges that its agents, officers, directors or employees have inspected the Premises and are familiar with the existing condition of the Premises. Lessee agrees to protect, indemnify and save harmless Lessor from and against any and all liability, penalties, losses, damages, costs, expenses, claims, demands and causes of action of any nature whatsoever, and any expense incident to the defense by Lessor of any such demand or action for injury to or death of any person or loss or damage to property occurring on or about the Premises during the term of this Lease, whether arising from the condition of the Premises or from any other cause.

7. Use of the Premises - The Premises shall be used only for the following purposes:

A. The operation of a private club for members and guests of the Austin Club.

B. Any other use approved by Lessor as provided herein. Such approval shall not be unreasonably withheld.

C. Lessee shall use the Premises only for purposes and in a manner which does not violate any law, ordinance or administrative regulation applicable to Lessor, Lessee or the Premises.

8. Maintenance and Repair

A. From and after commencement of the term of this Lease, Lessee shall, at its expense, maintain the Leased Premises and all improvements thereon, including improvements, equipment and fixtures installed by Lessee, in the same condition in which the Premises was received or the condition of the improvements, fixtures and equipment at the time of installation by Lessee, reasonable wear and tear, depreciation and casualty loss excepted. Lessor shall not be called upon to make any improvements or repairs in or upon the Leased Premises during the term of the lease because Lessee specifically accepts the building in an "as is" condition. Lessee shall care for the grounds on the Premises and will keep the whole of the property in a clean, neat and sanitary condition. This provision shall not prevent Lessee from conducting repairs and improvements on the Premises in accordance with this Lease nor shall this provision require immediate renovation and maintenance of the improvements until such time as the repairs and improvements contemplated by Lessee are completed.

B. Lessee covenants and agrees to pay promptly when due all claims for work and materials furnished in connection with the maintenance of said improvements and the construction of improvements on the Premises, and Lessee shall not permit or suffer any liens or encumbrances to be attached to the Premises, and shall indemnify and save harmless Lessor against loss therefrom.

9. Damage or Destruction of Building Located on the Premises

A. In the event the building located on the Premises is materially damaged or destroyed prior to the time Lessee is to commence lease payments pursuant to the terms of this Lease, either Lessor or Lessee, at the option of either, may terminate this Lease Agreement and cancel all obligations between the parties hereto. In the event neither party desires to terminate this Lease Agreement, this Lease Agreement shall remain in full force and effect and Lessee shall take the Premises in existing "as is" condition at the time of commencement of the rental. In the event no notice to terminate this Lease is given prior to the date for commencement of the rental payments, this Lease shall be deemed to be in full force and effect.

B. In the event that any of the improvements on the Leased Premises are damaged, destroyed or lost as a result of any casualty during the term of this Lease, Lessee shall forthwith repair, restore and reconstruct said damaged or destroyed improvements so that upon completion thereof said improvements will be substantially the same as those that existed before the occurrence of said damage or destruction. However, upon Lessor's prior written consent, the improvements may be rebuilt or may be constructed in a manner different from those now existing upon the Leased Premises. Lessee shall commence such repairs, restoration or reconstruction within sixty (60) days following the occurrence of the damage or destruction and thereafter diligently prosecute the same to completion. All costs and expenses involved in encompassing said repairs, restoration and reconstruction shall be borne by Lessee.

10. Assignment and Subletting - Lessee shall have no right to assign or sublet the Premises or any part thereof except after the prior written approval of Lessor.

11. Lessor's Rights Upon Default - The parties hereto expressly agree that if default be made in the payment in the rent as above provided, or any part thereof, or in any of the

covenants and agreements herein contained, to be kept by Lessee, and if such default shall, after notice thereof to Lessee, continue for thirty (30) days or more, Lessor, its agents or assigns, may at any time thereafter, pursue any or all remedies available at law or hereinafter set forth. Lessor shall have in addition to all rights given by law cumulative to each other and not in the alternative, any of the following remedies:

A. To terminate this Lease, provided, however, no action of Lessor shall be construed as an exercise of Lessor's right to terminate this Lease unless and until Lessor serves written notice of termination upon Lessor.

B. To do any act which Lessee is required to do and failed to do and recover the cost thereof from Lessee, together with interest thereon at ten (10%) percent per annum, and the same shall be due and payable to Lessor upon demand.

C. To recover possession of the Premises without termination of this Lease and to rent the Premises to other persons either for the remainder of the term or for periods extending beyond or less than the term herein provided, in Lessor's name, with Lessor to receive the proceeds therefrom and to recover from Lessee from time to time the difference between the rent and other costs and charges herein provided for the remainder of the term and the proceeds of such renting by Lessor; all costs and expenses incurred in connection therewith, including but not limited to brokerage fees and attorney's fees, to be borne by Lessee. If Lessor leases or rents the Premises for more than the fixed rental and additional payments and charges, Lessee shall have no right or claim to any excess.

If the Lessee, during the term of this Lease or any extension thereof, shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors or shall be placed in receivership or be adjudicated bankrupt or insolvent, Lessor shall have the right and option to terminate and end this Lease by serving upon Lessee five (5) days notice to that effect,

and upon the expiration of said five (5) days, the terms of this Lease shall cease, terminate and end in the same manner and with the same effect as though the terms were cancelled for failure of Lessee to comply with terms, conditions and covenants thereof, as set forth hereinabove; and Lessor shall have the right to remove all persons, goods and chattels from the Premises by force or otherwise without liability or damage.

Lessee shall obtain from any person, corporation, partnership, business or institution financing the purchase of the furniture, fixtures, equipment and signs for the Premises, its written agreement that it will notify Lessor of any default by Lessee in the payment of said purchase money obligations and shall entitle Lessor to fifteen (15) days after said notice to cure such default, and Lessor shall be entitled to demand immediate repayment from Lessee of any amounts so advanced by Lessor with interest thereon at ten (10%) percent per annum until paid, or, at Lessor's option, shall notify Lessee that such failure is a default under the terms of this Lease, as if Lessee had failed to pay the rent specified hereunder.

12. Holding Over - In the event Lessee shall continue to occupy the Premises after the expiration of the term of this Lease, Lessor may consider such holding over as an act of default and use any remedy provided in Paragraph 11 herein, or may deem such holding over to have created a month-to-month tenancy subject to all the terms and conditions of this Lease. This month-to-month tenancy may be terminated by either party upon thirty(30) days written notice to the other.

13. Right of Quiet Enjoyment; Suitability for Use and Warranties - No other warranty of any kind or nature, including, without limitation, any warranty of suitability for use is intended by Lessee or warranty of habitability, are expressly waived by Lessee and the parties agree that no express or implied warranty of any kind other than those specifically set out herein as granted by this Lease Agreement or by Lessor to Lessee.

14. Right to Terminate Lease

A. Lessor shall have the right to terminate this Lease and require vacation of the Leased Premises by Lessee by giving Lessee written notice directing Lessee to vacate the Premises one (1) year from the date of the giving of the notice. Lessor agrees that it will not exercise this right to require Lessee to vacate the Leased Premises unless it is determined by Lessor that it is necessary to use the Leased Premises as a school facility. The term "school facility" as used herein shall mean a facility for the instruction of students and shall not be deemed to include administrative offices, warehouse space or maintenance facilities. In the event Lessor gives such notice and demands that Lessee vacate the Leased Premises, Lessor will pay to Lessee the market value of the improvements installed on the Leased Premises by Lessee less any depreciation taken by Lessee on said improvements. The amount paid by Lessor to Lessee in connection with the improvements shall not exceed the book value as reflected on the accounting records maintained by Lessee. This Lease shall be terminated on the date on which Lessee is to vacate the Premises pursuant to the notice provided for herein.

15. Entry and Inspection - Lessor reserves the right from time to time to enter upon the Premises at all reasonable times to inspect the Premises or for such other purposes as Lessor may reasonably determine.

16. Notices - All notices and other communications required under this Lease shall be in writing and delivered either personally or by depositing same, postage prepaid, in the United States mail addressed to the party hereto to whom the same is directed at the following address:

To Lessor at:

Superintendent of Schools
Austin Independent School District
Irby B. Carruth Administration Bldg.
6100 Guadalupe Street
Austin, Texas 78752

To Lessee at:

The Austin Club
P.O. Box 1787
Austin, Texas 78767

17. Waiver - The waiver by either party hereto of any breach of any term, covenant or condition of this Lease to be performed by the other, shall not be deemed to be waiver of any subsequent breach thereof.

18. Successors - The terms, covenants and conditions herein contained shall inure to the benefits of the heirs, administrators, executors, successors and assigns of each of the parties hereto.

19. Method of Obtaining Approval from Lessor - Where any approval, including prior written approval, is to be given by Lessor the following procedure shall be followed:

A. Lessee shall deliver to Lessor (to the attention of the Superintendent) a request for approval together with all necessary supporting or descriptive information to Lessor.

B. If Lessor needs additional time to consider the request for approval, within five (5) days after receipt of the information and request for approval, Lessor may notify Lessee that it will require an additional time period, not to exceed thirty (30) days, to consider the request for approval.

C. If Lessor does not notify Lessee as set out in Paragraph B, and Lessor does not notify Lessee that it disapproves within fifteen (15) days after receipt by Lessor of the request for approval, or within fifteen (15) days after any extension of time up to thirty (30) days, the approval shall be deemed to have been granted.

D. If Lessor notifies Lessee that Lessor requires additional time to consider the approval and the request for approval is not disapproved within the additional time, the approval shall be deemed to have been granted by Lessor.

E. Approval shall not be unreasonably withheld by Lessor.

20. Condemnation

A. The term "condemnation" as used in this Lease shall mean the exercise of the power of eminent domain by any person, entity, body or agency or authority, or private purchase

in lieu of eminent domain, and the date of condemnation shall mean the day on which the actual physical taking of possession pursuant to the exercise of said power of eminent domain, or private purchase in lieu thereof, occurs, or the date of settlement or compromise of the claims of the parties thereto during the pendency of the exercise of said power, whichever first occurs, and property is deemed "condemned" on said date.

B. In the event the entire Leased Premises are taken, or a substantial part thereof is taken, so that said Leased Premises are no longer suitable for continuation of the business then being conducted thereon, then, in either event, this Lease shall terminate on the date of condemnation.

C. In the event only a part of the Leased Premises is so taken and the remaining part thereof in Lessee's reasonable opinion, remains reasonably suitable for Lessee's continued occupancy and conduct of its business thereon, this Lease shall, as to the part so taken, terminate on the date of condemnation, and the monthly rental shall thereupon be reduced in the same proportion that any number of square feet of the building on the Leased Premises.

D. Lessee and Lessor shall each be entitled to receive and retain such separate awards and portions of lump-sum awards including severance damages, if any, as may be allocated to their respective interest in any condemnation proceedings. Lessee shall also be entitled to any award made to it for depreciation to or loss of the cost of removal of furniture, fixtures, equipment and inventory. Termination of this Lease shall not affect the rights of the respective parties to such awards.

E. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provision of this paragraph.

21. Financing of Leasehold Improvements by Lessee. Notwithstanding anything in this Agreement to the contrary, Lessee shall be entitled to grant a security interest on improvements installed in the Leased Premises by Lessee. Any security interest granted

by Lessee shall be coupled with an agreement by any holder of the security interest to the effect that the holder will not remove or use any property in which it has a security interest if the removal or use would impair, destroy, damage, waste or reduce the value of the Leased Premises. Lessor will enter into an agreement with any entity providing financing to Lessee providing that this Lease may be assigned as collateral to secure obligations of Lessee and in the event of default by Lessee to the security interest holders, the sole remedy of the security interest holders shall be foreclosure upon the leasehold estate of Lessee and assumption of Lessee's rights under this Lease Agreement and by performance of Lessee's obligations under this Lease Agreement, the security interest holder may maintain the Lease in force pursuant to its terms.

This paragraph shall control over any provisions governing assignment of this Lease.

22. Miscellaneous

A. Captions - The captions for each of the sections of this Lease are intended for convenience only and are in no way to be construed as a part of this Lease or as a limitation on the scope of any particular section to which they may be deemed to refer.

B. Binding Effect - All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, legal representatives, successors, and assigns of the parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided herein.

C. Time - Time is of the essence of this Lease and all of its provisions.

D. Sale By Lessor - In the event of a sale or conveyance by Lessor of the Leased Premises, the same shall operate to

release Lessor from any and all liability under this Lease. This Lease shall not be affected by any such sale, and Lessee agrees to continue to be bound to this Lease and all its terms and conditions, provided that the purchaser of the Leased Premises shall likewise be bound as Lessor herein.

E. Construction and Severability - The neuter gender as used herein includes the masculine and feminine, and the masculine gender includes the neuter and feminine. The parties agree that if any term, covenant or condition herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition herein contained shall not effect the remainder of this Lease.

F. No Partnership or Joint Venture - Nothing herein contained shall be construed so as to constitute a joint venture or partnership between Lessor and Lessee.

G. Laws Governing - The laws of the state in which the Lease Premises is located shall govern the validity, performance and enforcement of this Lease.

H. No Offer - The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the premises described herein as the Leased Premises, and this Lease becomes effective only upon execution and delivery thereof by both Lessor and Lessee.

I. Waiver - Lessee expressly waives any right to withhold rentals obligated to be paid hereunder, or to assert setoff of the same as the result of any asserted breach by Lessor of Lessor's obligations hereunder.

J. No Agent - Nothing herein shall constitute either party to this Lease as the agent of the other.

EXECUTED in multiple originals by Lessee on this the 8th day of OCTOBER, 1979.

THE AUSTIN CLUB

ATTEST:

BY

E. (MURRAY) Palmer

By

Charles B. Dyer
Its President

EXECUTED in multiple originals by Lessor on this the 8th
day of October, 1979.

AUSTIN INDEPENDENT SCHOOL DISTRICT

By Marvin C. Griffin
PRESIDENT BOARD OF TRUSTEES
AUSTIN INDEPENDENT SCHOOL DISTRICT

ATTEST:

By Deborah K. Allen
SECRETARY BOARD OF TRUSTEES
AUSTIN INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally
appeared Rev. Marvin C. Griffin, President of the Board of
Trustees, known to me to be the person and officer whose name is
subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and considerations
therein expressed, and in the capacity therein stated as the act
and deed of said school district.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of

October, 1979.

William H. Bingham
Notary Public in and for
Travis County, Texas

WILLIAM H. BINGHAM
NOTARY PUBLIC FOR TRAVIS COUNTY, TEXAS
My Commission Expires: MY COMMISSION EXPIRES
6-1-


STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally
appeared Charles B. Alexander, known to me to be the person
and officer whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purposes

and considerations therein expressed, and in the capacity therein
stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of
OCTOBER, 1979.


Notary Public in and for
Travis County, Texas
Glenn E. Johnson

My Commission Expires: 10-20-80

METCALFE ENGINEERING CO.

1710 EVA STREET
PHONE HI 2-5353 - GR 6-1579
AUSTIN, TEXAS 78704

FIELD NOTES OF A SURVEY OF 696.9 SQUARE FEET OF LAND, BEING A PORTION OF THAT TRACT OF LAND OUT OF LOTS #9, #10, #11 AND #12, BLOCK #111, ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A DEED FROM VON BOECKMANN JONES CO. TO AUSTIN PUBLIC SCHOOLS AS RECORDED IN VOLUME 643, PAGE 286, TRAVIS COUNTY DEED RECORDS, AS SURVEYED FOR THE CITY NATIONAL BANK BY THE METCALFE ENGINEERING COMPANY, 1710 EVA STREET, AUSTIN, TEXAS.

Beginning at an iron stake for an interior corner of that portion of Lots #9, #10, #11 and #12, Block #111, Original City of Austin, Travis County, Texas, as described in a deed from Von Boeckmann Jones Co. to Austin Public Schools as recorded in Volume 643, Page 286, Travis County Deed Records, and from which beginning iron stake the southeast corner of Lot #12, Block #111, Original City of Austin bears S 19° 00' W 28.00 feet and S 71° 08' E 100.00 feet, said beginning iron stake being also 28.00 feet N 19° 00' E from the southeast corner of that portion of Lots #9, #10, #11 and #12, Block #111 as described in said deed to Austin Public Schools as recorded in Volume 643, Page 286, Travis County Deed Records, said beginning iron stake being also a corner in the west line of that portion of Lots #10, #11 and #12, Block #111, Original City of Austin, Texas as described in a deed from Oliver Addison Taylor et ux to Helen Bouldin Bransford as recorded in Volume 1996, Pages 539-542, Travis County Deed Records, and being also described in a deed from Oliver Addison Taylor et ux to Gladys McNutt Bouldin as recorded in Volume 1996, Page 543, Travis County Deed Records;

(1) THENCE N 19° 00' E 104.70 feet to a point at the intersection of the westerly prolongation of the north line of that portion of said Lots #10, #11 and #12, Block #111 as described in said deeds in Volume 1996, Pages 539-542 and in Volume 1996, Page 543, Travis County Deed Records;

(2) THENCE with the westerly prolongation of the north line of said portion of Lots #10, #11 and #12, Block #111, S 71° 08' E 7.0 feet

to an iron stake in the east line of that portion of Lots #9, #10, #11 and #12, Block #111, Original City of Austin as conveyed to Austin Public Schools in said deed as recorded in Volume 643, Page 286, Travis County Deed Records, said iron stake being also the northwest corner of that portion of Lots #10, #11 and #12, Block #111, Original City of Austin as described in said deeds in Volume 1996, Pages 539-542 and in Volume 1996, Page 543, Travis County Deed Records, said iron stake being also the southwest corner of that portion of Lots #9 and #10, Block #111, Original City of Austin as described in a deed from Mary O. Bunton et vir to Carl Mayer as recorded in Volume 218, Page 484 Travis County Deed Records;

THENCE with the east line of the said Austin Public School tract and the west line of that portion of said Lots #10, #11 and #12, Block #111 as described in said deeds in Volume 1996, Pages 539-542, and in Volume 1996, Page 543, Travis County Deed Records, courses numbered 3-6 inclusive, as follows:

(3) S 19° 00' W 86.7 feet to an iron stake in the south line of Lot #11 and the north line of Lot #12, Block #111, Original City of Austin;

(4) N 71° 08' W with the south line of said Lot #11 and the north line of said Lot #12 2.00 feet to an iron stake;

(5) S 19° 00' W 18.00 feet to an iron stake;

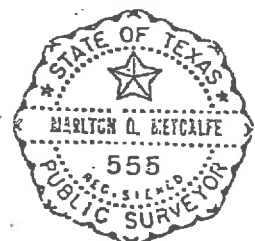
(6) N 71° 08' W 5.00 feet to the place of the beginning, containing 696.9 square feet of land.

Surveyed July 22, 1966.

METCALFE ENGINEERING COMPANY

By *Marlton O. Metcalfe*
Marlton O. Metcalfe
Registered Public Surveyor

FB 466, p 37
FB 259, p 30
Plans #8137 and #5754



Insurance



The Cincinnati Indemnity Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER ENP 033 59 40

NAMED INSURED AUSTIN CLUB
110 E 9TH ST
ADDRESS AUSTIN, TX 78701-2426
(Number & Street,
Town, County,
State & Zip Code)

WORTHAM
INSURANCE • RISK MANAGEMENT
221 West Sixth Street, Suite 1400, Austin, Texas 78701
Phone: (512) 453-0031, Fax: (512) 453-0041
www.wortham-austin.com

Previous Policy Number:

NEW

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: ENP 033 59 40

FROM: 06-30-2015 TO: 06-30-2018

Automobile and / or Garage

Policy number:

FROM:

TO:

Agency WORTHAM INSURANCE & RISK MANAGEMENT 42-004
City AUSTIN, TX

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4331TX	10/09	TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES
IL0171	09/07	TEXAS CHANGES - LOSS PAYMENT
IA4186TX	02/99	TEXAS NOTICE TO POLICYHOLDERS
IA4236	01/15	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4344TX	10/09	TEXAS NOTICE TO POLICYHOLDERS EXCLUSION - ASBESTOS
IP446	08/01	NOTICE TO POLICYHOLDERS
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4332TX	03/13	TEXAS IMPORTANT NOTICE
IA4338	05/11	SIGNATURE ENDORSEMENT
IL0021	05/04	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0168	05/02	TEXAS CHANGES - DUTIES
FMD502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GAD532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
GAD539	07/08	LIQUOR LIABILITY COVERAGE PART DECLARATIONS
MAD556	06/07	COMMERCIAL ARTICLES COVERAGE PART DECLARATIONS
MAD573	06/07	ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS
CAD519XCP	03/09	CINCIPLUS® CRIME XC+® (EXPANDED COVERAGE PLUS) COVERAGE PART DECLARATIONS

FORMS APPLICABLE TO ALL COVERAGE PARTS:

CAD516 03/09 CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)

USD513 05/10 COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

07-31-2015 07:43

Countersigned

(Date)

By

(Authorized Representative)

THE CINCINNATI INDEMNITY COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **ENP 033 59 40**

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE PREMISES
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA210	
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA210	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM		
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
RESTAURANTS (TX)	16910	C1,878,701	.139	1.600	261	3,006
CLUBS - CIVIC, SERVICE OR SOCIAL NFP (TX) INCL PROD AND/OR COMP OP	41668	A18,000		57.511		1,035
LOC. 2 - TX WAREHOUSES - NFP INCL PROD AND/OR COMP OP	68707	A500		12.706		6
HIRED AND NON-OWNED AUTO						150
BROADENED COVERAGE	20291			2.5%		150 M
BI EXCEPTIONS TO POLLUTANT EXCLUSION	20410			2%		81

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 4,689

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101TX	09/10	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0103	06/06	TEXAS CHANGES
CG2002	11/85	ADDITIONAL INSURED--CLUB MEMBERS
CG2407	01/96	PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
CG2416	12/07	CANOE OR ROWBOATS
GA207	12/04	HIRED AUTO AND NON-OWNED AUTO LIABILITY
GA210	02/07	COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
GA478	12/04	BODILY INJURY EXCEPTIONS TO POLLUTANT EXCLUSION

THE CINCINNATI INDEMNITY COMPANY

A Stock Insurance Company

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER:

ENP 033 59 40

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. (address)

REFER TO IA904

COVERAGE PROVIDED					OPTIONAL COVERAGES Applicable only when an entry is made						
Item	Coverage	Limits	Coin- surance	Covered Cause Of Loss	Inflation Guard (%)	Replace- ment Cost (x)	Replace- ment Cost Incl. Stock (x)	Agreed Value (x)	Monthly Limit (fraction)	Maximum Period (X)	Business Income Indemnity Extended Period (Days)
1-1	BUILDING	4,456,000	80%	SPECIAL		X		X			
1-1	BUSINESS PERSONAL PROPERTY	1,467,000	80%	SPECIAL		X		X			
1-1	BUSINESS INCOME W/O EXTRA EXPENSE (b)	12 MONTHS ALS SEE FA242		SPECIAL							

DEDUCTIBLE: \$500.00 unless otherwise stated \$ 2,500

MORTGAGE HOLDER

Item Name and Address

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

FML01	04/04	BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS)
CP0142	09/10	TEXAS CHANGES
FA242	10/12	ACTUAL LOSS SUSTAINED BUSINESS INCOME ENDORSEMENT
FA284	07/12	DATA COMPROMISE AND IDENTITY RECOVERY EXPENSE COVERAGE
FA4042	11/07	PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT
FA4098	01/09	CINCIPLUS® COMMERCIAL PROPERTY POWER XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT SUMMARY OF COVERAGE LIMITS
FA4144	11/12	WINDSTORM OR HAIL DOLLAR DEDUCTIBLE
FA450	11/04	COMMERCIAL PROPERTY CONDITIONS
FA258	09/09	CINCIPLUS® COMMERCIAL PROPERTY POWER XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT
FA223	09/09	WATER BACKUP FROM SEWERS, DRAINS, SEPTIC SYSTEMS OR SUMP PUMPS ENDORSEMENT
FA244	05/11	EQUIPMENT BREAKDOWN COVERAGE (EXCLUDING PRODUCTION MACHINERY)
FA202	04/04	TEMPERATURE CHANGE LOSS FORM
FA212	04/04	BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

CinciPlus®

COMMERCIAL PROPERTY POWER XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Commercial Property Power XC+® (Expanded Coverage Plus) Endorsement, FA 258, in combination with the Commercial Property Coverage Form, FM101, which is included in this policy. **No coverage is provided by this summary.** Refer to endorsement FA 258 and the Commercial Property Coverage Form, FM 101, to determine the scope of your insurance protection.

<u>Blanket Coverages:</u>	<u>Blanket Coverage Limit:</u>	Page No. (FA 258):
	\$ 150,000 in total for all loss arising from all Blanket Coverages arising from a single occurrence, except as noted otherwise in the form.	
Accounts Receivable		1
Debris Removal		8
Electronic Data Processing Property (EDP):		2
Duplicate and Backup Electronic Data	\$2,000 in addition to the Blanket Coverage Limit	3
Newly Acquired EDP	\$10,000 in addition to the Blanket Coverage Limit	3
In Transit or Away From Premises	\$10,000 as part of the Blanket Coverage Limit	4
Worldwide Laptop Coverage		4
Ordinance or Law (Increased Construction Costs and Demolition)		6
Peak Season		8
Personal Property of Others		8
Tenant Move Back Expenses		7
Valuable Papers and Records		6

<u>Other Coverages</u> <u>(not subject to Blanket Coverage Limit):</u>	<u>Limit of Insurance:</u>	Page No. (FA 258):
Brands and Labels	\$25,000	11
Business Income and Extra Expense:	\$100,000	1
Business Income From Dependent Properties	\$5,000 (sub-limit, subject to a 24 hour deductible)	1
Interruption of Computer Operations	\$25,000 (sub-limit, subject to a 24 hour deductible)	2

<u>Other Coverages</u> (not subject to Blanket Coverage Limit):	<u>Limit of Insurance:</u>	Page No. (FA 258):
Fine Arts	\$25,000	5
Fire Department Service Charge	\$25,000	7
Fire Protection Equipment Recharge	\$50,000	8
Inflation Guard	4% on all Building Property referenced in the Declarations	11
Non-Owned Building Damage:		10
Loss caused by theft, burglary or robbery	Up to the Business Personal Property (BPP) Limit of Insurance	10
Loss by any other Covered Cause of Loss	\$25,000 or the BPP Limit of Insurance (whichever is less)	10
Ordinance or Law (other than Increased Construction Costs and Demolition)	Subject to the Building Limit of Insurance	6
Outdoor Property	\$25,000 (\$1,000 for any one tree, shrub or plant)	7
Paved Surfaces	\$20,000	8
Personal Effects	\$25,000 (\$1,000 for loss by theft)	7
Pollutant Clean Up and Removal	\$25,000	6
Signs	\$10,000	7
Temperature Change	\$15,000	9
Underground Property	Subject to the Building Limit of Insurance	6
Utility Services - direct and time element	\$75,000	11
Overhead transmission and distribution lines	\$5,000 sublimit at 24 hr waiting period	11
Water Backup from Sewers, Drains or Sumps	\$10,000	7

THE CINCINNATI INDEMNITY COMPANY

COMMERCIAL UMBRELLA LIABILITY COVERAGE

PART DECLARATIONS

Previous Policy Number

Attached to and forming part of POLICY NUMBER **ENP 033 59 40**

Effective Date: **06-30-2015**

NAMED INSURED is the same as it appears in the Common Policy Declarations unless another entry is made here.

LIMITS OF INSURANCE

\$ **5,000,000** Each Occurrence Limit

\$ **5,000,000** Aggregate Limit

ADVANCE PREMIUM \$ 3,750

Applicable to Premium, if box is checked:

☐ Subject to Annual Adjustment

☐ Subject to Audit (see Premium Computation Endorsement for Rating Basis)

SCHEDULE OF UNDERLYING INSURANCE

Insurer, Policy Number & Period:

Underlying Insurance:

Underlying Limits:

(a) **TEXAS MUTUAL INS CO**
TSF0001146090
06-30-2015 TO 06-30-2016

Employer's Liability

Bodily Injury by Accident:

\$ **500,000** Each Accident

Bodily Injury by Disease:

\$ **500,000** Each Employee

Bodily Injury by Disease:

\$ **500,000** Policy Limit

(b) **CINCINNATI IND. CO.**
ENP 033 59 40
06-30-2015 TO 06-30-2018

☒ Commercial General Liability
Including:

☒ Products-Completed Operations Coverage

☐ Cemetery Professional

☐ Druggist Professional

☐ Funeral Service Provider

☐ Pedorthists Professional

or

☐ Business Liability Including:

☐ Funeral Service Provider

☐ Druggist Professional

Bodily Injury and Property Damage Liability:

\$ **1,000,000** Each Occurrence Limit

\$ **2,000,000** General Aggregate Limit

\$ **2,000,000** Products-Completed

Operations Aggregate
Limit

Personal and Advertising Injury Limit:

\$ **1,000,000** Any One Person or
Organization

(c) **CINCINNATI IND. CO.**
ENP 033 59 40
06-30-2015 TO 06-30-2018

Automobile Liability
Including:

☐ Owned Autos

☒ Non-Owned Autos

☒ Hired Autos

☐ Any Auto

Bodily Injury Liability Limit:

\$ Each Person

\$ Each Occurrence

Property Damage Liability Limit:

\$ Each Occurrence

or

Bodily Injury Liability and / or Property Damage
Liability or Both Combined Limit:

\$ **1,000,000** Each Occurrence

(d)

Professional

\$

\$

Aggregate

(e) CINCINNATI IND. CO.	Employee Benefit Liability	\$	1,000,000	Each Employee Limit
ENP 033 59 40		\$	3,000,000	Aggregate Limit
06-30-2015 TO 06-30-2018				

(f) CINCINNATI IND. CO.	Liquor Liability	\$	1,000,000	Each Common Cause Limit
ENP 033 59 40		\$	2,000,000	Aggregate Limit
06-30-2015 TO 06-30-2018				

Other

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

US101UM	12/04	COMMERCIAL UMBRELLA - TABLE OF CONTENTS
US302	12/04	POLLUTANT EXCLUSION - OTHER THAN AUTO
US3038	09/02	PRODUCTS-COMPLETED OPERATIONS HAZARD REDEFINED
US306	12/04	AUTO LIABILITY LIMITATION
US3093	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
US316	12/04	WATERCRAFT LIMITATION
US349	12/04	LIQUOR LIABILITY LIMITATION
US4062	11/05	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS - LIMITATION
US407	12/04	EMPLOYEE BENEFIT LIABILITY
US4077TX	10/08	TEXAS CHANGES
US4098	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT

**DIRECTORS & OFFICERS and EMPLOYMENT PRACTICES LIABILITY
And FIDUCIARY LIABILITY**

THIS IS A CLAIMS MADE AND REPORTED POLICY

Insurer: Great American Insurance Company

Effective: January 13th 2017 to January 13th 2018

Directors & Officer's Limits: \$3,000,000 per Claim / \$3,000,000 Aggregate

Employment Practices Liability Limit: \$3,000,000 per Claim / \$3,000,000 Aggregate

Fiduciary Limit: \$1,000,000 per Claim

Deductible: Directors & Officer's Insuring Agreement A: \$0
All other Claims \$5,000

Terms/Conditions: Claims Made Coverage
Admitted Carrier
Defense Costs are in addition to the limits
Deductible is per claim.
ERP-Tail Coverage options are available see policy form specifics.

Forms & Endorsements:

Form #	Description
D0046TX	Policyholder Notice Texas
D16047TX	Texas Amendatory Endorsement
D16707	Costs of Defense Subject to Retention
D16721	Fiduciary Coverage with Separate Limit
DTCV_09P	Coverage for Acts of Terrorism
D16100-G	Non-profit Executive Protection and Employment Practices

OPTIONAL COVERAGES AVAILABLE

1. Privacy and Security Coverage is available for an additional charge of \$416.
Privacy and Security Coverage includes a \$100,000 sublimit for:
 - Legal fees incurred in response to a privacy loss Regulatory Action investigation
 - Fines the Organization is required to pay resulting from a Regulatory Action (as permitted by law).
 - Legal fees to determine compliance requirements when information is compromised.
 - Notification Costs, Credit monitoring & Identity restoration services.
 - The costs to engage a computer expert to identify how information was accessed.
2. A \$100,000 Workplace Violence Coverage sublimit is available for an additional \$278.



Employment Practices Liability

Insurer

Great American Insurance Company

Policy Period

01/13/2016 to 01/13/2017

Note: Higher limits may be available. Please let us know if you want a quote for higher limits.

Coverage	
Limit of Liability	\$3,000,000
Co-Payment Amount	\$5,000
Other	
Claims-Made Policy	<input type="checkbox"/>
Defense Costs Included In Limit	<input type="checkbox"/>
Defense Costs Outside of Limit	<input type="checkbox"/>
Retroactive Date	7/31/01

Locations and Total Number of Employees by State

State	Country	Number of Locations	Total Employees

Name of Subsidiaries Included

Subsidiaries	State	Country	Total Employees

Additional Features, Endorsements and Exclusions, including but not limited to:

Plans and Specifications of Proposed Work *(Painting Project)*

- Description of Proposed Work.
- Photos of Areas That Will Be Done.

Proposed Work

The proposed project entails repainting all existing exterior painted surfaces of the entire building, including but not limited to:

- A. All wood surfaces,
- B. All metal surface including round metal columns at the front of the building,
- C. All window frames and doors,
- D. All wood window coverings,
- E. All eaves & Soffits.

*All decaying wood will be replaced, primed and painted.





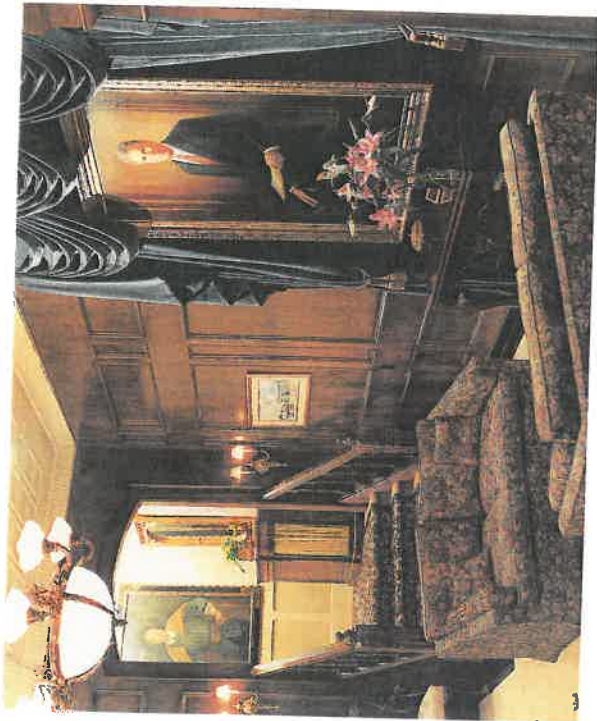








The Austin Club



A Place to Relax

Housed in the century old Millett Opera House in the heart of downtown Austin, the club offers a gracious haven of comfort and luxury. With its handsome private dining rooms, unsurpassed cuisine and professional staff, you'll find The Austin Club the ideal setting for both business and social entertaining. Share in the company of our distinguished membership, which includes the top leadership in Texas business and government.

The architecture and interior detail of our building provide a beautiful backdrop that complements the hospitality, service and food quality of the club.

The splendidly renovated Medallion Room is a spacious ballroom featuring twenty two foot ceilings, crystal chandeliers, a solid oak dance floor, richly upholstered walls and a gleaming mahogany bar. Generations of elite wedding receptions, dances and banquets have been held here. During the week, the room hosts an extensive luncheon buffet.

Welcome

Austin's oldest private club provides an elegant combination of history and contemporary comfort. Experience the refined hospitality that only a private club can provide, in the incomparable setting of The Austin Club.

Club Benefits

- Convenient Location
- Superb Cuisine
- Personalized Service
- Comfortable Atmosphere
- Member Friendly Prices
- Reciprocal Club Privileges
- Extensive Social Calendar
- Complimentary Valet Parking
- Optional Austin Society Affiliation



Comfortable Surroundings

Completing the physical amenities of the club, there is a comfortable Lobby that is a perfect place to meet friends and guests. The Lounge offers a discrete refuge with bar service and relaxed, informal dining. The living room atmosphere of the Padlor makes it an excellent place to socialize and gather.



Member Services

Members also enjoy a full calendar of social activities, including gourmet dinners, special tastings, celebrity events, seasonal celebrations and travel expeditions.

Many of our trained staff have been employees for 10, 20 and even 30 years. They succeed in making your club a graceful extension of your home, which provides us with a natural sense of pride. This attention to detail and comfort are distinguishing hallmarks of a prestigious club.



Exquisite Dining

The Austin Room is our main dining area. Surrounded by murals depicting notable performances from the late 1800's at the Millett Opera House, the room boasts a blend of elegance and comfort. Available for breakfast, lunch and dinner, the Austin Room simply offers some of the finest cuisine in the city. Each dish, including your personal special request, is prepared under the attention of our Certified Executive Chef and served by our attentive yet unobtrusive staff.

Private Functions

The Austin Club has five richly appointed private dining rooms. With seating from four to forty guests, they are ideal for business meetings, seminars, wedding receptions, rehearsal dinners, parties and entertaining. Amenities range from the popular Zilker Room with fireplace to the luxurious President's Room featuring mirrored walls and ornate chandeliers.

Occupying the third floor, The Citadel Room offers a uniquely private, well appointed escape from the Club proper for dining and meetings.

Club History

The Millett Opera House, at 110 East Ninth Street, has been the home of The Austin Club since 1981. Built by city father Captain Charles F. Millett in 1878, the building was designed by leading architect Frederick E. Ruffini. When completed, the opera house was second in size and grandeur only to the Galveston Opera House. It had 800 moveable seats, balcony, private boxes and an exquisite hand painted ceiling, a portion of which now hangs in the club's House Conference Room.

The building's 24-inch thick limestone walls have stood the test of time and witnessed much revelry and history. In the late 1800's, Austin's 11,000 citizens made the building the social center of the city. The Opera House had programs ranging from medicine shows to legislative sessions while the new Capitol was being constructed. It also hosted church services, political conventions, graduations, dances and recitals, as well as opera and theater productions. Notables who performed in front of its kerosene footlights include John L. Sullivan, Williams Jennings Bryan, John Phillip Sousa, Lily Langtry, Joseph Jefferson, James O'Neill and John Wilkes Booth's brother, Edwin.

In 1896 the building was converted to a skating rink and household storage space. Subsequent owners included the Knights of Columbus, who added the front portico in 1911. In 1940 the Austin Public Free Schools purchased the property. It was threatened with destruction in 1956 but survived when a prominent printing and office supply company took out a long term lease and restored much of the first floor.

In 1979 the school system approved a 50 year lease to The Austin Club, which continued the extensive renovation and moved into its historic new quarters on December 15, 1980. It is fitting that The Austin Club is situated in such graceful surroundings. The club is the oldest in downtown Austin, having been founded in 1949 with 483 members. At the time the capital's population was only 132,459 and the tallest building was fourteen stories.

The club, and its membership, has grown with the city. Two generations of staff and members have benefited from the club's timeless standard of elegance and hospitality.

If you wish to join this tradition of prestige and excellence, please contact our Membership Office for an application.



The Austin Club

110 East Ninth Street
Austin, Texas 78701
(512) 477-9496
Fax (512) 477-3863

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