This instrument was prepared by and upon recording should be returned to:

Katten Muchin Rosenman LLP 525 West Monroe Street, Chicago, Illinois 60661 Attention: Mark C. Simon, Esq.

ESTOPPEL CERTIFICATE AND AGREEMENT

Property: The real property described on Exhibit "A" attached hereto and made a

part hereof (the "Property").

Documents: Declaration of Restrictive Covenants (the "Declaration") dated as of

December 15, 2006, by the City of Austin, a Texas home rule city and municipal corporation ("<u>City</u>"), recorded in the official public records of Travis County, Texas (the "<u>Records</u>") as Instrument No. 2006240877;

and

Special Warranty Deed (the "<u>Deed</u>"; collectively with the Declaration, the "<u>Documents</u>") dated as of December 15, 2006, by the City, in favor of Stratus Block 21 Investments, L.P., a Texas limited partnership ("**Stratus**"), recorded in the Records as Instrument No. 2006240878.

City acknowledges that **Corus Bank, N.A.** (collectively with its successors and assigns, "**Lender**") has agreed, subject to the satisfaction of certain terms and conditions, to make a loan ("**Loan**") in the original stated amount of \$165,000,000 to CJUF II Stratus Block 21 Investments, LLC, a Delaware limited liability company ("**Borrower**"), to be secured by, among other things, a first deed of trust upon the Property (the "**Deed of Trust**"). Borrower is the successor to Stratus as owner of the Property. Lender is requiring receipt of this Estoppel Certificate and Agreement (this "**Certificate**") as a condition to making the Loan. This Certificate supplements that certain Estoppel Certificate and Agreement dated April _____, 2008 from the City to the Lender ("Original Estoppel"). Therefore, City hereby agrees, represents, and warrants that:

A. Deed.

With respect to the Deed:

1. Notwithstanding anything to the contrary set forth in the Deed, Section 6 of the Deed is hereby amended to provide that in no event will the Repurchase Price be less than sixty percent (60%) of all Project Costs actually incurred by Owner

Any capitalized terms in the above provision that are not otherwise defined herein shall have the meanings ascribed to them in the Deed or in the Original Estoppel.

B. General Statements.

- 1. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of, Lender, City, Borrower, and the successors and assigns of all of the foregoing. All references herein to the Loan or any of Lender's loan documents shall be deemed to refer to same as maturity is extended or refinanced from time to time.
- 2. Lender will rely on the representations and agreements made by City herein in connection with Lender's agreement to make the Loan, and City agrees that Lender may rely on such representations and agreements. To the extent of any conflict between the provisions of this Certificate and the provisions of the Documents, the applicable provisions of this Certificate shall govern.

[EXECUTION ON FOLLOWING PAGE]

In the event of any inaccuracy in the information set forth in this Certificate, City shall be estopped to deny the accuracy thereof as to Lender and its successors and assigns, but no such inaccuracy shall estop the undersigned as to any action it may have against Borrower pursuant to the Documents.

Dated, 2008	CITY:
	CITY OF AUSTIN, a Texas home rule city and municipal corporation
	By: Name: Its:
	ACKNOWLEDGMENT
STATE OF COUNTY OF)) \$\$
COUNTY OF	
said state, personally appear me on the basis of satisfactor to the within instrument as his/her/their capacity(ies),	, 2008, before me, the undersigned, a notary public in and forced, personally known to me or proved to y evidence to be the individual(s) whose name(s) is (are) subscribed acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument, then upon behalf of which the individual(s) acted, executed the
WITNESS my hand a	nd official seal.
Notary Public	
[notarial seal]	

EXHIBIT A

Legal Description