

THE STATE OF TEXAS)
) FIRST AMENDMENT TO LEASE AGREEMENT
COUNTY OF DALLAS)

THIS AMENDMENT to that certain Lease Agreement dated September 26, 1973, by and between the CITY OF DALLAS, a municipal corporation, acting by and through its Park and Recreation Board, herein sometimes referred to as "City" and the Dallas Theater Center, a corporation organized under the Texas Non-Profit Corporation Act, herein sometimes referred to as "Tenant."

W I T N E S S E T H :

WHEREAS, the City entered into a lease agreement dated September 26, 1973, with Tenant (hereinafter called "original lease agreement") to lease certain land and improvements to the Dallas Theater Center for the purpose of operating a theater center; and

WHEREAS, the parties to the original lease agreement desire to amend the original lease agreement as specifically provided herein;

NOW, THEREFORE, the City and Tenant, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree to amend the original lease agreement as follows:

1.

The description of the premises leased to the Tenant contained in Section 1.0 entitle "LEASE" of the original lease agreement is hereby amended as follows:

1. The description of the leased premises is hereby amended by increasing the amount of total acreage to be leased by the Tenant to approximately 9.87 acres of land and appurtenances thereto belonging. The boundaries of the leased premises are hereby amended by substituting "Turtle Creek" in lieu of "Turtle Creek Boulevard"

in the boundary description set forth in Section 1.0 of the original lease agreement.

2. The original lease agreement is hereby amended by deleting therefrom the present Exhibit "A", and substituting in lieu thereof the Exhibit "A (Revised)" attached hereto and made a part hereof.

3. The description of the leased premises appearing in Section 1.0 by reference to Exhibit "A" of the original lease agreement, attached thereto and made a part thereof, is hereby revised by reference to Exhibit "A (Revised)" attached hereto and made a part hereof.

2.

Section 2.0 entitled "RENEWAL OPTION" is hereby amended by adding the following sentence at the end of the existing section:

The City acknowledges that written notice of and payment for the exercise of the renewal option described herein has been received by the City from the Dallas Theater Center.

3.

Section 6.0 entitled "USE OF PREMISES" is hereby amended by adding the following sentence at the end of the existing section:

The City acknowledges that the term "concessions" shall include, but not be limited to, food and beverage service (including alcoholic beverages).

4.

Section 13.0 entitled "ALTERATIONS, ADDITIONS, AND IMPROVEMENTS" is hereby amended by adding a third paragraph, such paragraph to read and provide as follows:

The City acknowledges that Tenant intends to further improve the leased premises and and that the foregoing paragraph is not intended to cause Tenant to be obligated to remove such permanent structural improvements such as streets, curbs, plumbing, electrical installations, buildings, and other similar permanent improvements.

5.

The caption and first sentence of Section 14.0 of the original lease agreement is hereby amended to read and provided as follows:

14.0 "ADDITIONAL FACILITIES"

City acknowledges that Tenant has developed plans to construct on leased premises additional theater facilities, additional parking and other improvements.

6.

Section 29.0 entitled "NOTICES" of the original lease agreement is hereby amended to reflect that all notices, communications and documents to be given to Mr. Donald J. Malouf on behalf of Tenant shall be mailed or delivered to Mr. Donald J. Malouf at the address shown below:

Mr. Donald J. Malouf
Attorney at Law
Suite 1313
8333 Douglas Avenue
Dallas, Texas 75225

7.

Section 42.0 entitled "PARKING" of the original lease agreement is hereby amended to read and provide as follows:

The Dallas Theater Center shall have exclusive use of all parking improvements within the leased premises. Such exclusive use shall, however, be subject to the right of the Park and Recreation Board, or its authorized representative, to schedule other activities within the leased premises, which in the judgment of the Park and Recreation Board would not interfere with the Dallas Theater Center's scheduled performances.

8.

All of the terms, provisions, conditions, and obligations of the original lease agreement between the City and Tenant, dated September 26, 1973, shall remain in full force and effect, except as

hereinabove amended, and the original lease agreement, along with this First Amendment thereto, shall hereinafter be construed together as a single contractual agreement.

EXECUTED this the 17th day of November, 1982.

ATTEST:

CITY OF DALLAS
CHARLES S. ANDERSON, City Manager

[Signature]
ROBERT S. SLOAN, City Secretary

BY [Signature]
Assistant City Manager

COUNTERSIGNED:

APPROVED AS TO FORM:
ANALESLIE MUNCY, City Attorney
Submitted to City Attorney CWS

[Signature]
REBECCA W. TONNE, City Controller

BY [Signature]
Assistant City Attorney

ATTEST:

PARK AND RECREATION BOARD OF THE
CITY OF DALLAS

[Signature]
JEAN CRAFT, Secretary

BY [Signature] *CS*
A. STARKE TAYLOR, President

ATTEST:

DALLAS THEATER CENTER

[Signature]
Secretary

BY [Signature]
President

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