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LEASE TO THE DALLAS THEATER CENTER

THIS AGREEMENT is made and entered into this the 26th day of September, 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.

WITNESSETH:

WHEREAS, the Dallas Theater Center has conveyed to the City of Dallas certain land and improvements thereon more particularly described herein and herein referred to as the "Premises"; and

WHEREAS, the Dallas Theater Center, herein sometimes referred to as the "Tenant" desires to lease such premises from the City under the terms contained herein; and

WHEREAS, the Tenant has operated a theater center, herein sometimes referred to as the "Center", on such Premises for the past several years; and

WHEREAS, the operation has been for the fulfillment of some or all of the purposes set forth in this instrument; and

WHEREAS, such purposes are considered to be Civic activities beneficial to the interests of the City of Dallas and its inhabitants;

NOW, THEREFORE, the City and the Tenant, in consideration of the terms, covenants, and conditions herein contained, hereby agree as follows:

1.0: LEASE

The City does hereby lease unto the Tenant approximately 1.18 acres of land and appurtenances thereto belonging, such land being located within the area bounded by Lemmon Avenue East, Turtle Creek Boulevard, Blackburn Street, and the MKT Railroad, all within the City of Dallas, Texas, and more specifically described in Exhibit "A" hereto and hereby made a part hereof together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said premises and together with the building and other improvements now situated or to be erected upon the leased premises for a term of twenty (20) years beginning on the 26th day of September, 1973, and ending on the 25th day of September, 1993, herein referred to as the "primary term".

2.0: RENEWAL OPTION

Provided that at the end of the primary term of this Lease Tenant shall not be in substantial default of any term, condition or covenant contained in this Lease, Tenant (but not any assignee except as may be authorized pursuant to Section 23 hereof or subtenant) shall have the right and option to renew this Lease, by written notice delivered to the City no later than ninety (90) days prior to the expiration date of the primary term, for the additional term of twenty (20) years, under the same terms, conditions, and covenants contained herein, except Tenant shall have no further renewal options unless expressly granted by the City in writing.

3.0: RENT

Tenant agrees to pay to City rent for said premises at the rate of One Dollar (\$1.00) per year in advance. Tenant has deposited with City the sum of Twenty Dollars (\$20.00) which City acknowledges to be payment in full of the rent for the initial term of this Lease.

4.0: REAL ESTATE TAXES

The parties recognize that under present tax laws, City is not required to pay real estate taxes on the leased premises. Should any such taxes at any time become payable, City agrees to pay before they become delinquent all real estate taxes and special assessments lawfully levied or assessed against the above described premises; however, City may, at its expense, contest and dispute the same, and in such case the disputed item need not be paid until finally adjudged to be valid.

5.0: ACCEPTANCE OF PREMISES

Tenant acknowledges that it has fully inspected the leased premises and hereby accepts the leased premises, and the buildings and improvements situated thereon, as suitable in their present condition for the purposes for which the same are leased.

6.0: USE OF PREMISES

The leased premises shall be used and occupied only for the purposes of conducting theatrical performances and/or conducting a school of drama and related activities, including, but not by way of limitation, formal and informal classes, theatrical performances, concessions, and fund-raising activities. Tenant shall at its own expense obtain any and all governmental licenses and permits necessary for such use.

7.0: OPERATION OF THE CENTER

1. Throughout the term of this Lease and any extensions thereof, Tenant shall operate the Center for the purpose set forth in Section 6.0.

2. Tenant shall obtain, provide, manage, and pay for the following:

a. All personnel incidental to the operation of the premises including the salaries of its director, clerical and library staff, custodian, and janitors.

b. Contracts in furtherance of the purpose set forth in Section 6.0.

c. All supplies, tools, equipment, furnishings, props, and other items necessary for theatrical productions, classes, seminars, or work shops.

d. Food and drink concessions.

3. All the personnel under paragraph 2 above shall be considered to be employees and/or agents of the Tenant and not employees or agents of the City.

8.0: USE BY THE CITY OF DALLAS

Notwithstanding the other terms hereof, the City shall have the right, authority, and power to use and occupy the premises and/or to cause or permit others to use and occupy the premises for a period of from one to three days in the late summer of each year for the purpose of conducting the annual one act play sponsored by the Park Department of the City, such period being at a time which does not interfere with a function scheduled by the Tenant. The City shall give the Tenant a minimum of one (1) month's prior notice before using such premises. Such notice shall be in writing and describe the area desired to be used and the time of such usage by or under the City. Prior to giving such notice the City shall contact the Tenant to establish the dates that the Premises will be available.

9.0: ABATEMENT OF NUISANCES

Tenant shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances as caused by Tenant, its officers, agents, or employees, in or upon, or connected with the leased premises, and shall pay for the costs of compliance.

10.0: COMPLIANCE WITH LAWS

Tenant agrees that in the performance of its undertakings under this Agreement it will strictly observe and abide by the existing ordinances of the City of Dallas, the laws of the State of Texas and of the United States of America as the same now exist or as the same may hereafter be amended or any new ordinances, except as may directly conflict with the intent of this Agreement, or laws which may be enacted.

11.0: JANITORIAL SERVICE AND CARE BY THE TENANT

The Tenant shall throughout the lease term take good care of the building and other improvements and keep them free from waste and nuisance, ordinary wear and tear excepted. Except for the obligations of the City as set forth in Section 12.0 hereof, the Tenant shall provide janitorial service for the

interior of the building and general cleanup of trash from the exterior grounds and shall insure that the premises are clean and neat at all times. The supplying, maintenance, movement, and storage of theatrical props, costumes, and accessories shall be accomplished by the Tenant at Tenant's expense, and City shall not be obligated to advance moneys for such expense.

12.0 MAINTENANCE AND UPKEEP BY CITY

The City shall at its expense maintain all parts of the building and improvements in good repair and condition save and except damage caused by fire, tornado, other casualty, or any damage of the type covered or required to be covered by insurance hereunder whether in whole or in part. City shall at its expense maintain the grounds and shrubbery.

13.0: ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Tenant shall not create any openings in the roof or exterior walls, nor make any substantial alterations, additions, or improvements to the leased premises without prior written consent of City. To the extent reasonably necessary or desirable for Tenant to accomplish the purpose for which the described premises are leased, Tenant shall have the right to erection or installation within the building(s) any alterations, additions, and equipment which does not alter the structural integrity, existing walls and partitions, or basic configuration of the building(s), provided that Tenant complies with all applicable governmental laws, ordinances, and regulations. Provided Tenant is not in default hereunder, Tenant shall have the right to remove at the termination of this Lease all such alterations, additions and items so installed of a special theatrical function rather than a general building function, including any fixtures installed by Tenant which may be removed without material damage to the leased premises.

All other alterations, additions, or improvements shall become the property of the City at the termination of this Lease; however, Tenant shall promptly remove, if City so elects, all non-structural alterations, additions, and improvements, and any other property placed in the premises by Tenant.

14.0: CHILDREN'S THEATER

City acknowledges that Tenant has developed plans to construct on the leased premises facilities to house a school of theater for children. City

agrees to permit Tenant to construct such facilities at Tenant's own expense, and City shall not be obligated to advance moneys for such expense. Any such improvements shall be subject to the Dallas City Code and to all of the terms and conditions of this Agreement, and such improvements shall be considered as part of the Premises and subject to the terms hereof.

Prior to commencement of construction, Tenant shall provide to City for its review and approval, final architectural plans and drawings of such proposed structure. In the event City does not approve such plans in their entirety or in part, approval shall be granted when Tenant modifies such plans to conform to the Dallas City Code and to any recommendations made by an impartial panel of not more than three qualified architects who shall be appointed by the Dallas chapter of the American Institute of Architects and who shall each be members thereof.

15.0: INSURANCE

1. PROPERTY INSURANCE

The City, from and after the date of this instrument and continuing until the expiration or early termination of this Lease or any renewal hereof, shall cause the improvements to be kept insured to the extent of the full replacement cost thereof against fire, and extended coverage. In the event that any improvement on the premises, buildings, or otherwise shall suffer damage or destruction, the City shall, only to the extent that insurance proceeds are available, immediately cause such building to be repaired or rebuilt. To the extent of the dollar value of the deductible amount stated in City's policy, however, and for the purposes hereof, the City shall be considered self insured and responsible for repair or replacement of loss excluded from such insurance coverage by reason of such deductible amount.

2. LIABILITY INSURANCE

The Tenant from the date of this Lease and continuing until the expiration or early termination of this Lease or any renewal hereof, shall cause the City and the Tenant to be insured against the claims of any and all persons for bodily injuries (including wrongful death) on an occurrence basis, and property damages on an accident basis, arising out of the use or the occupancy of the premises by the Tenant, its officers, employees or agents, and/or the Tenant's guests, patrons, or invitees in the sum of not less than \$1,500,000.00 per occurrence and property damage in the sum of not less than \$50,000.00 per occurrence. The tenant shall pay for such insurance. Payments

for said insurance shall be considered to be an operating expense for which funds may be advanced by City under the terms of Section 32.0. The Tenant agrees to hold City harmless from any claim, suit, or demand arising against the City which is covered by such insurance as a result of the Tenant's operations of the premises.

3. OTHER INSURANCE

Tenant shall maintain and pay for (1) Workmans Compensation insurance as required by law and (2) automobile liability insurance with limits of \$100,000 per occurrence. City shall not be obligated to reimburse or pay Tenant for any expense or commitment made by Tenant for such insurance.

4. FORM AND EVIDENCE OF INSURANCE, ETC.

The Tenant shall deliver to the City concurrently with the execution of this Lease appropriate evidence (either copy of policy or certificate in usual form) that such insurance has been effected and the premium thereon paid. Corresponding evidence of renewal of coverage shall be delivered at least ten (10) days prior to the expiration of any particular policy.

The insurance required by this article shall be written by companies qualified to write such insurance as may be approved by the City. Such insurance shall name the City as additional insured as their interest may appear with all liability policies containing cross-liability endorsements and all property damage policies containing Waiver of Subrogation endorsement. Each policy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, or modified without giving at least thirty (30) days written notice to the City.

The proceeds of all insurance required under this agreement to cover property damage to the premises shall be used to defray the cost of restoring damage to or destruction of the premises.

16.0: WAIVER OF SUBROGATION

Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Lease or any renewal or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises leased to Tenant hereunder, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of,

any other waiver or release contained in this lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give to each insurance company which has issued to its policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

17.0: CITY'S RIGHT OF ENTRY

City and its authorized agents shall have the right to enter the leased premises during normal working hours for the following purposes: (a) inspecting the general conditions and state of repair of the premises; (b) the making of repairs required of City; (c) or for any other reasonable purpose.

18.0: UTILITY SERVICES

Tenant shall pay the cost of all utility services except water, and except such other utilities services as may be agreed upon between the parties.

19.0: INDEMNIFICATION AND HOLD HARMLESS

To the extent covered by insurance, the Tenant covenants and agrees to defend, indemnify and hold harmless the City, its agents and employees from and against all claims for damages or injuries, including but not restricted to death, to persons or property arising out of or incident to the leasing, except occupancy by City under Section 8.0, or to the use and occupancy of, the premises by the Tenant; and the Tenant does hereby assume all liability and responsibility for injuries, claims, or suits for damages to persons or property of whatever kind or character, whether real or asserted, occurring during the term of this Lease in connection with the use or occupancy of the premises by the Tenant, his agents, servants, employees, contractors, or subcontractors. In the event the City, its agents, and employees, incur any expense, including but not restricted to attorney's fees in defending or freeing themselves of such claims, the Tenant shall pay the same to the City, and City shall not be obligated to advance moneys for such expense.

Notwithstanding the above indemnifications, the Tenant shall give the City notice of any matter covered hereby and it shall forward to the City

every demand, notice, summons, or other process received in any claim or legal proceedings covered hereby. The Tenant acknowledges that it is a non-profit corporation and solely as to City waives any immunity or exemption (statutory or otherwise) from and against any liability for damage or injury to property or persons and hereby expressly waives his right to plead defensively such immunity or exemption as against the City.

20.0: HOLDING OVER

Should Tenant, or any of its successors in interest, hold over the leased premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only.

21.0: DEFAULT BY TENANT

1. The following events shall be deemed to be events of default by Tenant under this Lease:

a. Tenant shall fail to comply with any term, condition, or covenant of this Lease and shall not cure such failure within ninety (90) days after written notice thereof to City, or if such failure cannot reasonably be cured within said ninety (90) days and Tenant shall have not commenced to cure such failure within said ninety (90) days and shall not thereafter with reasonable diligence and good faith proceed to cure such failure.

b. Tenant shall cease to operate the Center for the purposes set forth in Section 6.0.

2. Upon the occurrence of any such events of default, City shall have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

a. Terminate this Lease, in which event Tenant shall immediately surrender the premises to the City, and if Tenant fails so to do, City may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the leased premises and expel or remove Tenant and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim or damages therefor.

b. Pursue any remedies herein provided or any other remedies provided by law.

22.0: WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition, or covenant contained herein.

23.0: ASSIGNMENT

Tenant may not assign this lease in whole or in part without first obtaining the prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Tenant may, without such consent, assign this lease to any surviving corporation resulting from a merger or consolidation of the Tenant with any other corporation or to any corporation which purchases or otherwise acquires all or substantially all of the assets of the Tenant; provided, however, that any such corporation shall use the premises only for the purposes contemplated by this agreement. Any consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment by Tenant other than in accordance with this Section shall be voidable by City for a period of sixty (60) days after acquiring knowledge of such assignment.

24.0: QUIET ENJOYMENT; ARTISTIC INDEPENDENCE

City warrants that it has full right and power to execute and perform this lease and that Tenant, on payment of the rent and performing the covenants herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this lease and any extension or renewal hereof. Tenant acknowledges, however, that the estate demised herein is based upon and conditioned upon the estate of the City in the Premises previously granted to the City by the Dallas Theater Center, and that to the extent that such estate granted to the City fail or be restricted then likewise Tenant's estate shall so fail or be restricted.

City acknowledges that this agreement creates a relationship of Landlord and Tenant and specifically does not create in City any proprietary or supervisory authority over Tenant's activities. Subject to the terms of Sections 10, 31, 32, 37 and 39, Tenant shall have the same liberty in conducting its activities as Tenant enjoyed prior to this lease, including, but not by way of

limitation, the following: selection of its Board of Directors and management; selection of academic subjects and teaching methods; selection of productions, casts, and staff; selection of production methods; the right to establish and maintain its relationships with its personnel (including bargaining agents); decisions as to all prices to be charged, operating budgets, and all sums to be raised or spent; and selection of days (and the hours thereof) of operation.

25.0: EXHIBITS

All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

26.0: USE OF LANGUAGE

Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

27.0: CAPTIONS

The captions or headings of sections or subsections in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

28.0: SUCCESSORS

The terms, conditions and covenants contained in this Lease, shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.

29.0: NOTICES

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

CITY OF DALLAS:

Park and Recreation Board of
The City of Dallas
406 Municipal Building
Dallas, Texas 75201
Attn: President of Park Board

TENANT:

Dallas Theater Center
3636 Turtle Creek Boulevard
Dallas, Texas 75219
Attn: Managing Director

and

Mr. Donald J. Malouf
Attorney at Law
2605 Republic Bank Tower
Dallas, Texas 75201

30.0: REPRESENTATIVES

All rights, powers, privileges, immunities, and duties of City under this Lease, including, but not limited to any notices required or permitted to be delivered by City to Tenant hereunder, may, at City's option, be exercised or performed by City's agent or attorney. As to all matters where consent of the City is required herein, Tenant shall be entitled to rely upon consent given by the Director of the Park and Recreation Department of the City. Tenant's Board of Directors has authorized its Managing Director to act on behalf of Tenant in all matters regarding this Lease, and unless notified in writing to the contrary, City may rely upon actions by such Managing Director as having been fully authorized by the Board of Directors of Tenant.

31.0: OPERATING FUNDS

It is understood that the Tenant will accumulate funds resulting from its operation of the premises or otherwise, and it is agreed that such funds shall be used in furtherance of the purposes set forth in Section 6.0 hereof, for making payments as required herein by Tenant. So long as funds are derived from the operation of the premises, they will be used in furtherance of the purposes set forth in Section 6.0.

32.0: REPORTS AND PROPOSED OPERATING BUDGETS

1. For informational purposes, Tenant shall report annually to the Park and Recreation Board the amount of all funds derived from admission fees or other sources, the disposition of same, and other expenditures.

2. Tenant agrees that it will annually, on or about the 15th day of April, submit to the Park and Recreation Board its proposed operating budget, except that the items of expense identified by paragraph 5 of this section may be shown in the aggregate, in a form prescribed by the City for the next ensuing fiscal year of the City, which begins October 1st and ends September 30th next. Tenant will provide as a matter of information the amount of funds that it expects to have raised from whatever sources, including private contributions, admission fees, concession revenues, along with detailed expenditures, all by line items, and have this available as of April 15th; said proposed budget shall likewise indicate the approximate amount of money desired to be provided by City through the Park and Recreation Board for the operating expenses of the Center for the next fiscal year. The budget report shall disclose the names of operating personnel, aggregate salaries, and amounts necessary for supplies and such other incidental items as may be necessary and proper for the operation of the Center. Upon receipt of this proposed budget the Park and Recreation Board shall review the same and recommend to the City Council such an amount as it may deem proper, which amount nonetheless will be subject to review by the City Council. Whatever amount is finally approved by the City Council will be the amount which will govern the parties' obligations for the next year of operation.

3. Such approved amount shall be made available to the Tenant under rules and regulations provided by the Park and Recreation Board consistent with the intent of this Agreement. —

4. The budget shall provide estimates of the projected costs to fulfill the City's maintenance obligations hereunder.

5. Notwithstanding anything herein to the contrary, the City shall not in any way be obligated to provide funds to pay for Tenant's members of the Board of Directors, officers, management personnel, actors, or theatrical personnel; nor shall City be in any way obligated to provide funds to pay for theatrical performance contracts, costumes, props, supplies, or telephone.

6. City shall not be obligated to reimburse or pay Tenant for any expense incurred or commitment made by Tenant except as provided by paragraph 2 of this Section.

33.0: INDEPENDENT CONTRACTOR

Tenant's operation in relation to this Lease shall be deemed to be that of an independent contractor. All necessary operating personnel shall be deemed employees of the Tenant.

34.0: REMEDIES FOR ANY VIOLATIONS

In the event of default occurred hereunder, the Park and Recreation Board shall direct in writing that such violations be corrected or abated, which order shall be obeyed by Tenant within the time specified therein, except that the Tenant may have a hearing before the Park and Recreation Board if it files a prompt request therefore with the Director of Parks. From any order of the Park and Recreation Board issued after a hearing, but not otherwise, Tenant may, within a reasonable time, ask the City Council to review the subject matter of the controversy and the City Council in its discretion may pass on the matter or grant a hearing thereon. The decision of the City Council shall be final and binding, subject only to review by the courts. Wrongful failure or refusal of Tenant to comply with any such order of City's Park and Recreation Board, if the same be not reversed by the City Council or by the courts, shall authorize the Park and Recreation Board to cancel this Agreement and assume full control of the operation and direction of the Center.

35.0: AMENDMENTS AND REVOCATION

It is not the intention of either party to cause, impose, or restrict unreasonable burdens upon the other by this Agreement. It is the intention and understanding of the parties hereto, that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not inserted herein, or is not in proper form, then upon application of either party this Agreement shall be amended to comply with the law and without prejudice to the rights of either party hereunder.

36.0: EFFECTIVE DATE

This Agreement shall become effective immediately and shall operate during the term set forth herein, unless extended, modified by amendment, or terminated by revocation, as provided in previous sections.

37.0: ELECTION OF DIRECTORS

It is stipulated and agreed by the Tenant that said organization, through its directors, utilizes and manages property owned by the public; and that said organization depends in part on public funds for maintaining the premises. The Tenant hereby expressly agrees to exercise appropriate care, prudence and diligence in the selection of members and the election of directors. Further, the Tenant hereby expressly agrees to supply the names of those persons selected as directors to the Park and Recreation Board for filing as a public record.

38.0: CHARTER AND BY-LAWS

The Tenant shall file a true and correct copy of its corporate charter, with amendments, if any, and an accurate and complete copy of its by-laws and any amendments thereto, with the Park and Recreation Board to be maintained by said Board as a public record available for inspection to any person upon request during normal business hours. In the event of subsequent amendments to said Charter or By-Laws, true and correct copies of the same shall be timely filed with the Park and Recreation Board.

39.0: NON-DISCRIMINATION

During the period of this Lease, Tenant agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin; nor shall any person be denied admittance to any function or activity at the Center because of race, creed, color, sex, or national origin.

40.0: CESSATION OF OPERATIONS

It is further expressly understood and agreed by and between the parties that if the Dallas Theater Center should ever for any reason be dissolved or cease to exist or that the Tenant should desire to vacate and surrender this Agreement each except for authorized assignments pursuant to Section 23 hereof, then in neither event shall the Tenant nor anyone claiming under it have the right to remove any property from the Premises and the Park and Recreation Board shall have the right to take possession thereof and utilize it without restriction as City property or it may discontinue operation of the Premises as a theater center if it should so desire. It is not the intention of this Agreement that it be construed that should the Theater Center cease to operate, that the City of Dallas would be obligated to assume the operation of the Theater Center or the functions of the Dallas Theater Center.

41.0: SIGNS

To the extent that the City presently or in the future owns or controls the property on which the Tenant has the existing Dallas Theater Center signs and to the extent that such signs comply with existing or future sign ordinances, the City will permit Tenant to continue to have comparable signs.

42.0: PARKING

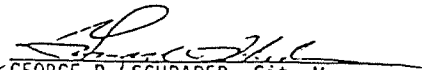
To the extent that the City presently or in the future owns or controls the immediate parking areas customarily used by patrons of the Center other than on dedicated public streets, the City will provide either such parking areas or comparable parking areas to the Tenant for use in conjunction with the operation of the Theater Center.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals, this
the 26th day of September A.D. 1973.

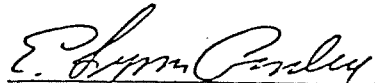
ATTEST:


HAROLD G. SHANK, City Secretary

CITY OF DALLAS

By 
GEORGE R. SCHRADER, City Manager

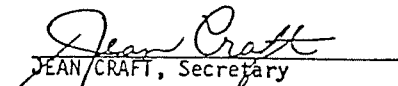
COUNTERSIGNED:


E. LYNN CROSSLEY, City Auditor

APPROVED AS TO FORM:
N. ALEX BICKLEY, City Attorney

By 
Assistant City Attorney

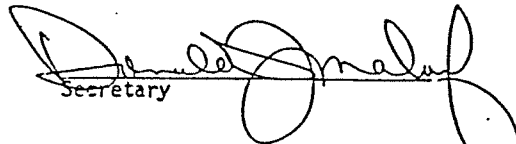
ATTEST:


JEAN CRAFT, Secretary

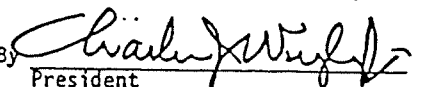
PARK AND RECREATION BOARD OF
THE CITY OF DALLAS

By 
Wm. B. DEAN, M.D., President

ATTEST:


Secretary

DALLAS THEATER CENTER

By 
President

By 
PAUL BAKER, Managing Director
Dallas Theater Center

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GEORGE R. SCHRADER, City Manager of the City of Dallas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the CITY OF DALLAS, a municipal corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of Oct. A.D. 1973.

Lisel M. Pitts
NOTARY PUBLIC in and for DALLAS COUNTY,
TEXAS.

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES J. WYLY, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of DALLAS THEATRE CENTER for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of SEPTEMBER A.D. 1973.

Deanna Nelson
NOTARY PUBLIC in and for DALLAS COUNTY,
TEXAS.

EXHIBIT A TO LEASE DATED SEPTEMBER 26, 1973
from
CITY OF DALLAS TO THE DALLAS THEATRE CENTER

(1) All that certain lot, tract, or parcel of land lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:

BEING a part of Blocks 1048, 1049 and 1053, official City numbers, and being all of the land conveyed to Dallas Theatre Center by Sylvan T. Baer by deed dated September 22, 1955 and recorded in Volume 4771, Page 196 of the Deed Records of Dallas County, Texas, the land herein conveyed being more particularly described as follows:

BEGINNING at a point on the northeast line of the Dallas Theatre Center tract and the northwest line of the M. K. & T. R.R., said northwest line being on a curve having a radius of 1969.1 feet, said point being a distance of 328.7 feet southwesterly along said northwest line of the M. K. & T. R.R. from its intersection with the present southwest line of Blackburn Street, said point also being the east corner of said Dallas Theatre Center tract;

THENCE curving to the left and in a southwesterly direction along said northwest line of the M. K. & T. R.R., and along said curve, through a central angle of $03^{\circ}54'00''$, an arc distance of 133.42 feet to a point on a northeast line of said M. K. & T. R.R.;

THENCE in a northwesterly direction along said northeast line of the M. K. & T. R.R., a distance of 25.0 feet to a point on a northwest line of said M. K. & T. R.R., said northwest line being on a curve having a radius of 1985.1 feet;

THENCE curving to the left and in a southwesterly direction along said northwest line of the M. K. & T. R.R., and along said curve, through a central angle of $03^{\circ}19'50''$, an arc distance of 115.39 feet to the southwest line of said Dallas Theatre Center tract and the northeast line of a tract of land leased to Live Oak Investments, Inc., by lease recorded in Vol. 685, Page 2217 of said deed records, and being the south corner of said Dallas Theatre Center tract;

THENCE in a northwesterly direction along the common line of said Dallas Theatre Center and said Live Oak Investments, Inc., tracts, a distance of 183.2 feet to a point on the southeast line of a right-of-way easement conveyed to Dallas Theatre Center by said deed recorded in Volume 4771, Page 196 of said Deed Records, said southeast line of the right-of-way easement being on a curve having a radius of 486.8 feet, said point being the west corner of said Dallas Theatre Center tract;

THENCE in a northeasterly direction along said southeast line of the right-of-way easement, and along said curve, through a central angle of $08^{\circ}25'38''$, an arc distance of 71.60 feet to the end of said curve;

THENCE continuing in a northeasterly direction along the southeast line of the right-of-way easement, and being tangent to the last mentioned curve, a distance of 184.48 feet to the northeast line of said Dallas Theatre Center tract and the southwest line of a tract of land leased to Live Oak Investments, Inc., by lease recorded in Vol. 685, Page 2208 of said deed records, and being the north corner of said Dallas Theatre Center tract;

THENCE in a southeasterly direction along the common line of said Dallas Theatre Center and said Live Oak Investment, Inc., tracts, a distance of 241.1 feet to the place of beginning and containing approximately 52,063 square feet of land; and

(2) Right of ingress and egress to and from such property by way of the right of way and easement described in Exhibit A to the deed dated September 26, 1973 from the Dallas Theatre Center to the City of Dallas or other comparable access; and

(3) All right, license and privilege of constructing, erecting, using and maintaining of the footbridges referred to in the Deed to the Dallas Theater Center, dated September 22, 1955, and recorded in Volume 4771, Page 196, Deed Records of Dallas County, Texas, under the conditions set forth in such Deed.

FILLO NOTES OK

EXHIBIT A (REVISED)

FIELD NOTES FOR LAND TO BE LEASED TO THE DALLAS THEATER CENTER BY THE CITY OF DALLAS, PARK DEPARTMENT, IN BLOCKS 1044, 1045, 1048, 1049, AND 1053.

BEING situated in the William Grigsby Survey, Abstract No. 501, Dallas County, Texas and being in Blocks 1044, 1045, 1048, 1049, and 1053, official City numbers, and being more particularly described as follows:

BEGINNING at the intersection of the southwest line of Blackburn Street with the northwest line of the M. K. T. Railroad;

THENCE South $49^{\circ}22'30''$ West along the northwest line of said Railroad, a distance of 238.0 feet to the beginning of a curve having a radius of 1960.0 feet;

THENCE in a southwesterly direction along said curve bearing to the left through a central angle of $6^{\circ}33'30''$, an arc distance of 224.36 feet to a point for corner;

THENCE South $53^{\circ}26'51''$ West, a distance of 117.34 feet to the intersection of same with the curving northwest line of said Railroad having a radius of 1985.0 feet;

THENCE continuing in a southwesterly direction along said curve bearing to the left through a central angle of $8^{\circ}33'40''$, an arc distance of 296.61 feet to the end of said curve;

THENCE South $30^{\circ}55'30''$ West along the northwest line of said Railroad and tangent to the last mentioned curve, a distance of 36.28 feet to the intersection of same with the curving northerly line of Lemmon Avenue East, said curve having a radius of 497.72 feet;

THENCE in a westerly direction along said curve bearing to the left through a central angle of $17^{\circ}18'05''$, an arc distance of 150.3 feet to the end of said curve;

THENCE North $82^{\circ}42'40''$ West along said northerly line and tangent to the last mentioned curve, a distance of 97.57 feet to the beginning of a curve having a radius of 709.3 feet;

THENCE continuing in a westerly direction along said curve, bearing to the right, through a central angle of $3^{\circ}08'27''$, an arc distance of 38.88 feet to a point for corner;

THENCE North $30^{\circ}05'32''$ West, a distance of 15.88 feet to a point for corner;

THENCE North $71^{\circ}0'05''$ West, a distance of 52.0 feet to a point for corner;

THENCE South $43^{\circ}23'13''$ West, a distance of 13.60 feet to the intersection of same with the curving northerly line of Lemmon Avenue, said curve having a radius of 704.3 feet;

CONTINUATION OF FIELD NOTES FOR LAND TO BE LEASED TO THE DALLAS THEATER CENTER BY
THE CITY OF DALLAS, PARK DEPARTMENT, IN BLOCKS 1044, 1045, 1048, 1049, AND 1053.
PAGE TWO.

THENCE continuing in a westerly direction along said curve, bearing to the right
through a central angle of $11^{\circ}45'07''$, an arc distance of 144.46 feet to a point in
the centerline of Turtle Creek;

THENCE along the centerline of Turtle Creek, the following calls:

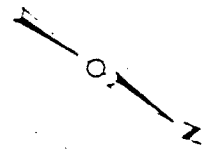
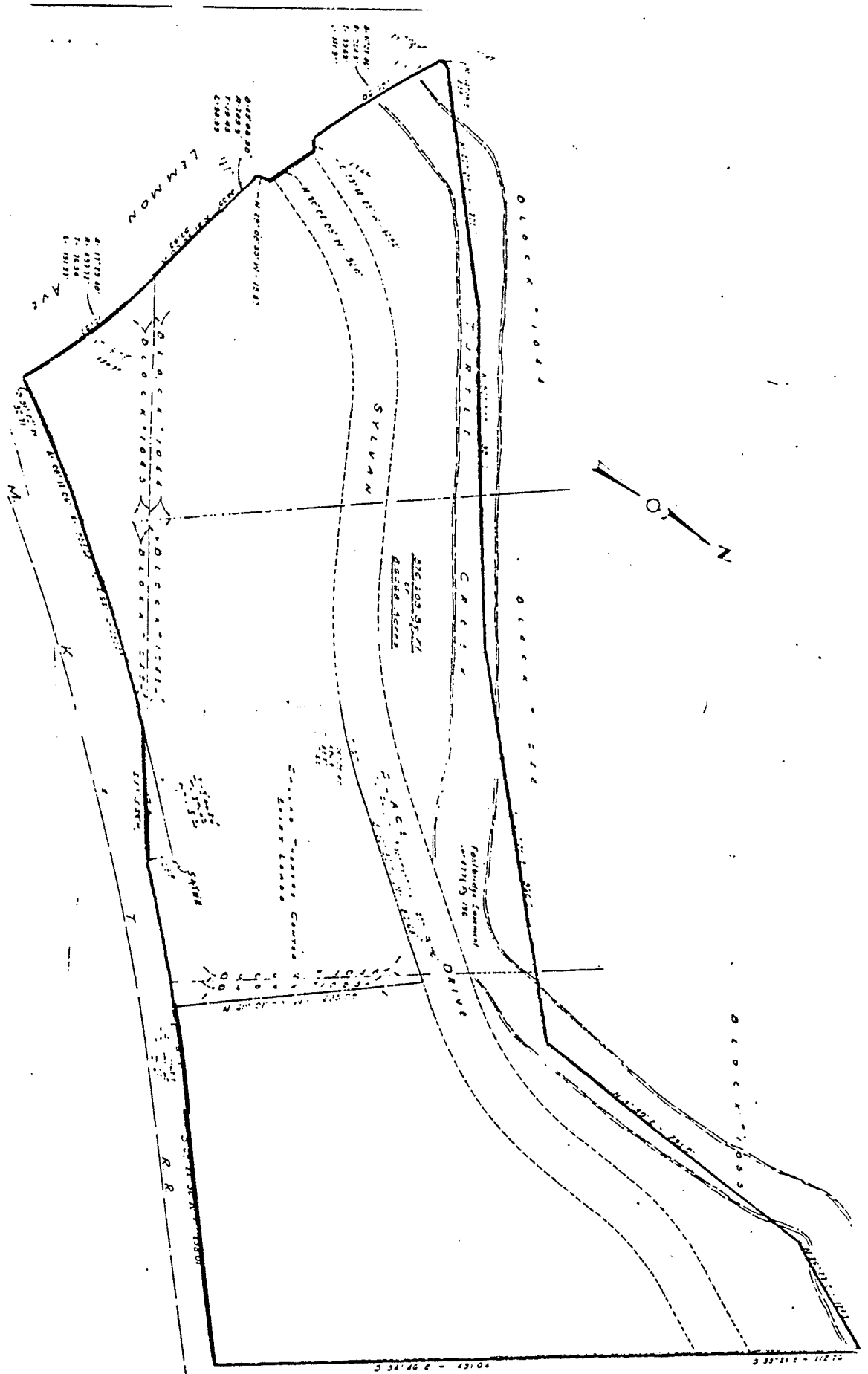
North $14^{\circ}08'$ East, 8.25 feet;
North $46^{\circ}20'$ East, 225.0 feet;
North $52^{\circ}50'$ East, 330.0 feet
North $46^{\circ}20'$ East, 360.0 feet
North $3^{\circ}50'$ East, 295.0 feet;

THENCE North $26^{\circ}27'$ East, a distance of 124.37 feet to the intersection of same with
the southwest line of Blackburn Street;

THENCE South $33^{\circ}24'$ East along said southwest line, a distance of 112.76 feet to
an angle point in said line;

THENCE South $34^{\circ}46'$ East, continuing along said southwest line, a distance of 491.04
feet to the place of beginning and containing approximately 9.87 acres of land.

RHB/ps
05-26-82



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