

STATE OF TEXAS)
COUNTY OF DALLAS)

EXHIBIT A

FIRST AMENDMENT TO THE LEASE AGREEMENT

WHEREAS, The City of Dallas, a Texas municipal corporation, ("City") and Sammons Center for the Arts, formerly known as Turtle Creek Center for the Arts, ("Lessee") entered into a Lease Agreement, (the "Lease Agreement") dated September 16th, 1981; and

WHEREAS, both parties desire to amend the property description ("leased premises") to include an additional parking area ("parking lot") which the City can use free of charge for City sponsored events;

Now, Therefore:

W I T N E S S T H

1. That City and Lessee hereby agree to amend the Lease Agreement, attached hereto and made a part hereof as Exhibit "A", to include an additional parking lot, being a portion of City Block 999 1/2, and being more particularly described in Exhibit "B", attached hereto and made a part hereof; provided however, that the City shall be entitled to use the parking lot free for City sponsored events and shall be entitled to any revenues charged in connection with any such event.

2. That this FIRST AMENDMENT TO THE LEASE AGREEMENT shall become effective upon execution by all parties hereto.

3. That the Lease Agreement, dated September 16, 1981, shall remain in full force and effect, including but not limited to the Lessee being responsible for all operation and maintenance costs of the parking lot and the maintenance of leased premises (including the parking lot) in a good and workmanlike manner as described in Paragraph 11 of the Lease Agreement, save and except as amended hereby.

4. Paragraph 18(a) of the Lease Agreement deleted in its entirety and the following is substituted: "City may terminate this Lease Agreement, by giving Lessee at least ninety (90) days prior written notice pursuant to Paragraph 20 herein, in the event Lessee fails to pay rent, in advance, in accordance with Paragraph 2 herein, or breaches any of the other terms, conditions or covenants of this Lease Agreement. In addition, the City reserves the right to terminate the portion of this Lease Agreement relating to the parking lot for the convenience of the City, or where the City deems it necessary to take back the parking lot property for any public purpose, by giving Lessee at least six (6) months prior written notice pursuant to Paragraph 20 herein. The right to terminate this Lease Agreement under the terms of this Paragraph 18(a) shall not be set aside or delayed or forestalled by any petition in bankruptcy filed by or against Lessee, or any debtors' or creditors' proceeding, receivership proceeding or any similar proceeding involving Lessee, notwithstanding the fact that the leased premises may be in the possession of a Trustee in Bankruptcy, or a Receiver or Assignee for the benefit of creditors, or a similar officer.

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5. All other terms, provisions and conditions of this Lease Agreement shall remain in full force and effect, and the Lease Agreement, as same may have been previously amended, and this First Amendment shall be construed together as a single agreement.

Executed this 12th day November, 1990.

LESSEE

SAMMONS CENTER FOR THE ARTS,

BY *[Signature]*
Secretary-Treasurer
(Title)

CITY

CITY OF DALLAS
a Texas Municipal Corporation
JAN HART, CITY MANAGER

BY _____
Assistant City Manager

APPROVED AS TO FORM:

BY _____
Assistant City Attorney
Submitted to City Attorney
[Signature]