

STATE OF TEXAS)
)
COUNTY OF DALLAS)

SECOND 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 16, 1981 and amended on November 12, 1990; and

WHEREAS, Sammons Center for the Arts desires to extend the term of the lease an additional thirteen (13) years and amend the annual rental to \$1,000.00 annually to reflect additional capital investment made by the Sammons Center for the Arts for the duration of the term, effective beginning July 1, 1997 and ending June 30, 2034; and

WHEREAS, the City of Dallas desires to include additional provisions and conditions to the parking area ("parking lot") and additional provisions and conditions to the insurance coverage; and

WHEREAS, the City of Dallas desires to amend Paragraph 2 of the Lease Agreement by adding additional language in accordance with Section 2-1.1 of the Dallas City Code, approved by the City Council, May 28, 1997.

Now, Therefore:

W I T N E S S T H

1. That the City and Lessee hereby agree to amend the Lease Agreement, attached hereto and made a part hereof as Exhibit A, to include additional terms and provisions related to the parking lot, as described in the Quitclaim Deed from the Texas Turnpike Authority as Exhibit B, attached hereto and made a part hereof.

2. Section 1 Of the Lease Agreement is amended to provide that the term of the lease shall be extended to include an additional thirteen (13) year period, thereby amending the forty (40) year term to a fifty-three (53) year term, and the termination date is changed from June 30, 2021 to June 30, 2034.

3. Section 2 of the Lease Agreement is amended to provide that the annual rent for the duration of the initial term as amended, shall be amended to reflect the amount of rental paid by Lessee to be the sum of \$1,000.00 annually, payable in advance, effective as of July 1, 1997.

4. Section 9 of the Lease Agreement is deleted in its entirety and the following is substituted: "Lessee agrees to purchase and maintain during the term of the Lease and any renewals thereof, insurance coverage as described in Exhibit C, attached to and made a part of the Lease Agreement".

5. That Section 3 of the Lease Agreement is amended by adding the following language: "It is further agreed that in the event Lessee's payment of rent or other sum to be paid under the Lease Agreement is not received on the due date, any money owed, except for late fees that became due because of protracted negotiations over this lease amendment, will be subject to the assessment of interest at a rate of 10%, ("late charge"), in accordance with Section 2-1.1 of the Dallas City Code. This late charge, which will be effective as of July 1, 1997, will accrue at the simple interest rate of ten percent (10%) compounded monthly from the day after the money owed became due, until the money owed is paid in full. Failure to pay such late charge upon demand shall, at City's option, be an event of default hereunder, effective as of July 1, 1997.

6. 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 Second Amendment shall be construed together as a single agreement.

Executed this 17th day of January, 1997.

LESSEE:
SAMMONS CENTER FOR THE ARTS

BY: *Jim Ballwin*
President
(Title)

RECOMMENDED BY DIRECTOR
Terrace Stewart
Terrace Stewart, Director of Dallas Water Utilities

CITY:
CITY OF DALLAS
a Texas Municipal Corporation
John Ware, **CITY MANAGER**

BY: *[Signature]*
Assistant City Manager

APPROVED AS TO FORM:
BY: *[Signature]*
Assistant City Attorney
Submitted to City Attorney
[Signature]