

**SECOND AMENDMENT TO THE MANAGEMENT CONTRACT
FOR THE HALL OF STATE**

This SECOND AMENDMENT TO THE MANAGEMENT CONTRACT FOR THE HALL OF STATE ("Amendment") is executed on December 14, 2011 by and between the City of Dallas, a Texas municipal corporation ("City") and the Dallas Historical Society, Inc., a Texas nonprofit corporation ("Society").

WITNESSETH:

WHEREAS, the City and the Society entered into the Management Contract for the Hall of State on September 25, 1991, as amended ("Agreement");

WHEREAS, the City and the Society desire to amend this Agreement in certain respects;

NOW THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the City and the Society do hereby agree as follows:

1. Section 5 of the Agreement is hereby amended to read as follows:

The Dallas Historical Society (DHS), with the prior review and consent of the Office of Cultural Affairs (OCA) (which consent shall not be unreasonably withheld), may, but it is not obligated to, charge a reasonable admission fee to the Hall of State, or to special exhibits held by the DHS at the Hall of State. Initially, this fee will be \$4 adults, \$2 children. The DHS will provide free admission to the Hall of State for Dallas residents one day a week. Future adjustments to the admission fee to reflect inflation, additional programs or specific fees required for temporary exhibitions, or changes in the free day shall be coordinated with and approved by the Office of Cultural Affairs. Any sales, admissions, entertainment, or similar tax authorized by law shall be collected and remitted separately as provided by law, without offset or credit to the DHS. If requested by OCA, quarterly reports shall be provided by DHS to OCA detailing the revenues derived from admission fees and their distribution. Revenue from admission fees or special exhibition fees shall be used to assist with the operations and programs of the DHS and the Hall of State for the benefit of the public.

2. All other terms, provisions, conditions and obligations of the Agreement between the City and the Society shall remain in full force and effect, and the Agreement and this Second Amendment shall be construed together as a single contractual Agreement.

EXECUTED this the 14 day of December, 2011, by the City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 11-3236, adopted by the City Council on December 14, 2011 and by the Society, acting through its duly authorized officials.

CITY:

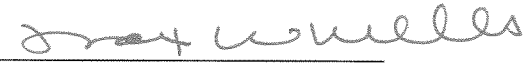
APPROVED AS TO FORM:
THOMAS P. PERKINS
City Attorney

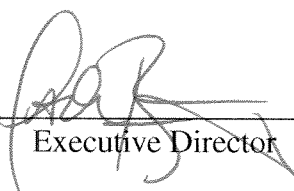
CITY OF DALLAS
MARY K. SUHM
City Manager

BY: 
Assistant City Attorney

BY: 
Assistant City Manager

DALLAS HISTORICAL SOCIETY
A Texas nonprofit corporation

BY: 
Chair

BY: 
Executive Director