

EXHIBIT A

"EXHIBIT A"

811895

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

This agreement of lease made by and between the City of Dallas, Texas, a Municipal Corporation, known herein as City, and Turtle Creek Center for the Arts, ^{(formerly known as Greater Dallas Youth Orchestra) JKJ} known herein as Lessee,

W I T N E S S E T H :

That the City does by these presents let unto said Lessee the following described real estate located in the City of Dallas, County of Dallas, State of Texas, to-wit:

Being a tract of land containing approximately 37,287 sq. ft., situated in Block 1/1000, Official City Numbers of the City of Dallas, bounded by Harry Hines Boulevard, Oaklawn Avenue, and Dallas North Tollway, and being improved with a three story brick building, more particularly described on Exhibit A hereto,

as herein provided, upon the conditions and covenants following:

1.

The term of this lease shall be for a period of 40 years, commencing July 1, 1981, and ending June 30, 2021. Lessee shall have the option to renew this lease, for two additional periods of five years each upon the same terms and conditions as the initial term; provided, however, City reserves the right to renegotiate the consideration to be paid by Lessee for each renewal period which shall be based on the prevailing market rate for same class space.

2.

During the initial forty year term of this lease, Lessee shall pay rent annually, in advance, as follows:

- First 10 years - \$ 100.00 annually
- Next 5 years - 1,000.00 annually
- Next 5 years - 5,000.00 annually
- Next 20 years - One-half the prevailing market rate for the same class of space similarly configured and located.

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3.

Lessee will well and punctually pay said rents in the manner and form as hereinbefore specified, and quietly deliver up said premises at the expiration of the term of this lease, or any extension thereof.

4.

The leased premises shall be used for concerts, rehearsals, lectures, recitals, training, meetings, food and beverage service, recording, office space and the other uses attendant to the normal functions of Lessee and similar arts and cultural organizations, unless otherwise approved by City, provided, any such use shall be in compliance with all applicable City, County and State laws and regulations, and provided further, that Lessee shall secure all necessary and proper permits for the same.

5.

Tenant will not assign this lease nor sublet said premises, or any part thereof, to any person or persons whatsoever, without first obtaining the written approval of City, which consent, with respect to assignment to and among other arts, cultural and educational organizations (including specifically an organization created to rehabilitate and preserve the premises) shall not be unreasonably withheld and shall not constitute a ground for renegotiation of this lease.

6.

Lessee certifies that the hereinabove described premises have been examined prior to and as a condition precedent to the acceptance and execution of this contract and is satisfied with the physical condition of the building and grounds, and agrees that the acceptance of this lease shall be conclusive evidence of the receipt of said premises in condition satisfactory to Lessee; and Lessee agrees and admits that no representations as to the condition or repair of said premises has been made by City, and likewise admits that no agreement or promise to alter, repair, or improve said premises has been made by City.

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7.

Any and all costs of leasehold improvements and alterations or additions to either the grounds or the interior or exterior of the building, shall be borne by Lessee. All permanent leasehold improvements will become the property of the City. Lessee shall submit plans and specifications for review and approval by City before commencing any such improvements or alterations and additions and will assist and support City in its pursuit to maintain local, state and federal historical landmark designations.

8.

Lessee will pay all charges for utility permits and connections of all kinds and will be responsible for the payment of all utility bills rendered. In no event shall City be liable for any unpaid utility bills at the time this lease is terminated.

9.

Lessee shall, during the tenure of this lease agreement, maintain property damage insurance coverage on the premises in an amount not less than \$100,000.00. In addition coverage for personal injuries shall be maintained in amount of \$100,000.00 per person/\$300,000 per occurrence. Said coverage shall be reviewed for adequacy from time to time, and increased, if necessary, at the option of the City. The City shall be named as an insured in the referenced policies.

10.

Lessee shall promptly pay any and all taxes of every kind which may be assessed against the leasehold improvements and personal property of Lessee; City agrees to cooperate with Lessee in obtaining exemption of the premises from ad valorem taxation as a historically significant site in need of tax relief to encourage its preservation.

11.

Lessee may remove non-code partitions, ceilings, or electrical installations, and make other such alterations or repairs as

EXHIBIT A

desired or necessary to meet operational or occupancy permit requirements. Thereafter, Lessee shall be responsible for all continuing operation and maintenance costs and agrees to maintain the premises in a workmanlike manner.

12.

The "Plan of Action" furnished by Lessee marked Exhibit "B", attached hereto and made a part hereof, is Lessee's proposed time schedule for restoration and rehabilitation work, and City reserves the right to deny beneficial occupancy of the building until such work has been substantially completed.

13.

Lessee shall make available approximately 1,000 square feet of floor space which may be a part of the building's lobby for displaying artifacts and memorabilia supplied by City, and due to the significance of the building as a historical landmark, Lessee shall make the facility available to City and to the general public for tours and inspection upon reasonable advance notice and at reasonable times.

14.

City shall provide available information on the leased premises including the location of water and sanitary sewer mains thereon, and City shall have the right to enter upon the leased premises at any time for the purpose of inspecting, maintaining, repairing, reconstructing, or replacing the existing water and sanitary sewer mains crossing the leased premises. Any relocations or modifications of these facilities required by Lessee shall be at the expense of Lessee.

15.

In no event shall City be responsible for the parking requirements of Lessee and Lessee accepts the premises as being suitable for such needs. City shall, to the extent practicable, make available to Lessee such parking as it can on a short term basis.

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16.

During the term of this lease or any extension thereof City shall not be liable to Lessee, its employees, agents, invitees, or to any other party or person whomsoever for any injury or death to person or damage to property on or about the demised premises caused by the negligence or misconduct of Lessee, its employees, agents, or caused by any other person entering upon the demised premises under express or implied invitation of Lessee, or caused by improvements located on or below the demised premises becoming out of repair, or caused by leakage of gas, oil, water or steam, or by electricity emanating from the demised premises, or due to any cause whatsoever, and Lessee agrees to indemnify City and hold City harmless from any loss, expense, or claims, including attorney's fees, arising out of any such damage or injury; provided, however, City shall not be relieved of any responsibility for or be indemnified as to its own negligence.

17.

City reserves the right to enter upon the premises at any reasonable time for inspection purposes.

18.

(a) City may terminate this lease, by giving Lessee at least ninety (90) days prior written notice pursuant to Paragraph 19 herein, in the event Lessee fails to pay rent, in advance, in accordance with Paragraph 2 herein, or enters into bankruptcy or insolvency proceedings (voluntary or otherwise) or breaches any of the terms, conditions or covenants of this lease. (b) Lessee may terminate this lease at any time, without the refund of any advance rentals paid, by giving City ninety (90) days prior written notice pursuant to Paragraph 19 herein. (c) Upon termination, howsoever, Lessee shall remove only its leasehold fixtures and personal property from the premises and shall leave the premises in a clean and orderly condition, subject to ordinary wear and tear.

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19.

In the event it shall become necessary for City to employ an attorney to collect any rentals due under this lease or to enforce any of the other covenants of Lessee under this lease, Lessee shall be liable and responsible for the payment of reasonable attorney's fees to City's attorney.

20.

Any consent hereunder on the part of the City may be given by the City Manager, or his delegate, and shall not require action of the City Council. All notices required or permitted to be given to either party shall be in writing and delivered personally or by depositing same in the United States Mail, postage prepaid, Registered or Certified, Return Receipt Requested, as follows:

If to City, addressed to:

CITY MANAGER
CITY OF DALLAS
ROOM 4E SOUTH
DALLAS CITY HALL
1500 MARILLA STREET
DALLAS, TEXAS 75201

If to Lessee, addressed to:

TURTLE CREEK CENTER FOR THE ARTS
ATTN: PRESIDENT
3630 HARRY HINES
DALLAS, TEXAS

21.

This lease shall be binding upon and inure to the benefit of the successors and assigns of City, and to the successors and assigns of Lessee.

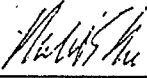
EXECUTED the 16th day of September, 1981, the CITY OF DALLAS signing by and through its City Manager, duly authorized to execute same by Resolution No. 811895, adopted by the City Council on the 1st day of July 1981, attested by its City Secretary and Countersigned by its City Controller, and the Lessee Turtle Creek Center for the Arts, has executed this Agreement by and through one of its duly authorized partners, thereby binding themselves, their successors and assigns and representatives

EXHIBIT A

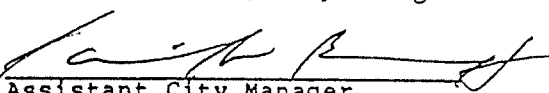
for the faithful and full performance of the terms and provisions of this Contract.

ATTEST:

CITY OF DALLAS
GEORGE R. SCHRADER, City Manager



Robert S. Sloan,
City Secretary


By 

(Assistant City Manager

COUNTERSIGNED:

APPROVED AS TO FORM:

LEE E. HOLT, City Attorney

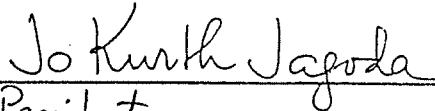


~~Jan Hare~~ Jan A. Hare
City Controller

By 

Assistant City Attorney

TURTLE CREEK CENTER FOR THE ARTS

By 

President.

EXHIBIT A

FIELD NOTES DESCRIBING THE TURTLE CREEK PUMP
STATION PROPERTY TO BE LEASED TO GREATER DALLAS
YOUTH ORCHESTRA.

Being a triangular shaped tract of land containing approximately 37,287 sq. ft., out of the J. A. Sylvester Survey, Abstract No. 1383 and out of Block 1/1000, Official City Numbers of the City of Dallas, being bounded by Dallas North Tollway, Harry Hines Blvd. and Oaklawn Avenue, and being part of those certain tracts of land conveyed to the City of Dallas by deeds recorded in Volume 74, Page 50, and Volume 1877, Page 595, Deed Records of Dallas County, Texas, and being improved with a three story brick building.

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EXHIBIT A
"EXHIBIT B"

FIELD NOTES DESCRIBING LAND TO BE LEASED BY THE CITY OF DALLAS TO SAMMONS CENTER FOR THE PERFORMING ARTS FOR A PARKING LOT UNDER THE DALLAS NORTH TOLLWAY.

ALL THAT certain lot, tract or parcel of land lying and being situated in the city and county of Dallas, Texas, and more particularly described as follows;

BEING part of the Dallas North Tollway in Block 2/1000, official city numbers, and being out of the James A. Sylvester Survey, Abstract No. 1383, Dallas County, Texas, and being part of the right-of-way of Harry Hines Boulevard and being part of "Right-of-Way Parcel No. 1-109" acquired by the Texas Turnpike Authority, an agency of the State of Texas, from the City of Dallas and the Park Board of the City of Dallas by special warranty deed dated December 13, 1966 and recorded in Volume 971, Page 0888, Deed Records of Dallas County, Texas and being more particularly described as follows;

BEGINNING at a point in a former northeast right-of-way line of the St. Louis and Southwestern Railway Company that is South $8^{\circ}30'09''$ West 75.12 feet from its intersection with the northeast right-of-way line of Harry Hines Boulevard and the southwest line of said "Right-of-Way Parcel No. 1-109";

THENCE North $84^{\circ}32'52''$ East at 44.76 feet crossing said northeast line of Harry Hines Boulevard and southwest line of "Right-of-Way Parcel No. 1-109" in all a total distance of 55.11 feet to a point for corner;

THENCE South $10^{\circ}57'10''$ East a distance of 36.04 feet to a point for corner lying in said northeast right-of-way line of Harry Hines Boulevard;

THENCE South $26^{\circ}29'51''$ East along said northeast line of Harry Hines Boulevard a distance of 96.09 feet to the beginning of a curve to the right whose center bears South $63^{\circ}30'09''$ West 3939.83 feet;

THENCE in a southeasterly direction, along said curve, passing through an angle of $2^{\circ}03'47''$ an arc distance of 141.85 feet to a point for corner;

THENCE South $32^{\circ}21'13''$ West a distance of 34.79 feet to a point for corner lying in a curve to the right whose center bears North $46^{\circ}11'07''$ East 1041.74 feet;

THENCE in a northwesterly direction along the last mentioned curve passing through an angle of $18^{\circ}09'15''$, at an arc distance of 243.84 feet crossing said northeast line of the St. Louis and Southwestern Railway Company, in all an arc distance of 330.07 feet to a point for corner;

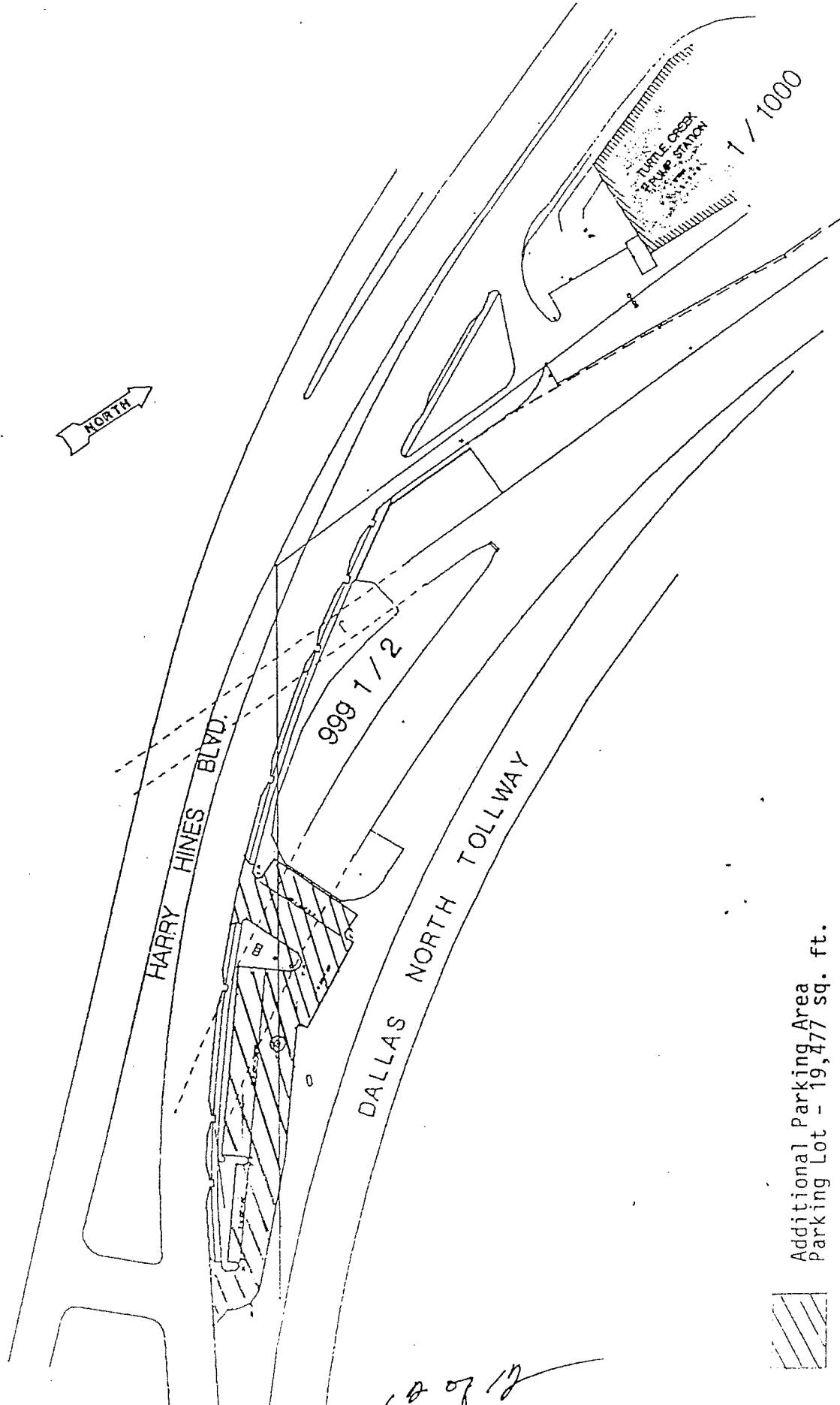
THENCE North $84^{\circ}32'52''$ East a distance of 40.01 feet to the Place of Beginning and containing approximately 19,477 square feet of land.

VRT

FIELD NOTES CITY
[Handwritten signature]

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EXHIBIT A



Additional Parking Area
Parking Lot - 19,477 sq. ft.

Sammons Center for the Arts



10/12

EXHIBIT B

DALLAS NORTH TOLLWAY
QUITCLAIM DEED
(With Access Easement Reserved)

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

THE STATE OF TEXAS	§	A			
COUNTY OF DALLAS	§		3599	2	13.00 [1 08/25
	§				

TEXAS TURNPIKE AUTHORITY, an agency of the State of Texas ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HAS QUITCLAIMED and by these presents DOES QUITCLAIM unto the CITY OF DALLAS, a municipal corporation ("Grantee"), upon the following terms and conditions, all of Grantor's right, title and interest in and to that certain land located in Dallas County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), for so long as the Property is used (a) as a parking facility for the Sammons Center for the Arts and (b) otherwise in compliance with the provisions of this Quitclaim Deed, and no longer.

1. Grantor hereby reserves unto itself, its successors and assigns, a permanent and perpetual easement (the "Easement") for the purpose of constructing, reconstructing, modifying, maintaining, inspecting, operating or removing any improvements relating to the controlled access toll turnpike project known as the Dallas North Tollway (collectively, the "Tollway"), with respect to those portions of said Tollway currently located, or which may subsequently be constructed, on, about, or in the Property and, principally, in the air space above the Property, together with rights of access over and across the Property in furtherance of said purposes. Grantee, its successors and assigns, waive any cause of action or right to damages for the destruction of any improvements constructed by Grantee, its successors or assigns, on the Property or other damages to, or diminution in value of, the Property resulting from the use of the Easement by Grantor or its agents,

EXHIBIT B

employees, contractors and assigns in accordance with the terms of this Quitclaim Deed.

2. Regulations shall be established by Grantor, its successors and assigns, prohibiting the parking of vehicles on the Property which are transporting oversized, inflammable, corrosive, volatile, or explosive loads and prohibiting the use of the Property in any manner for peddling, advertising, or other purposes not permitted hereunder or otherwise not in direct furtherance of the objectives of the Sammons Center for the Arts. The parking facility shall be utilized only for the purposes stated in this Quitclaim Deed, and only by those invitees attending performances, and those employees and contractors performing services, at the Sammons Center for the Arts. The erection of signs other than those required for proper usage of the parking facility shall be prohibited. All signs and methods of illumination, together with any future revisions or additions to permanent improvements located on the Property, shall be subject to the prior written approval of Grantor, its successors and assigns, and at no time shall any structures, including footings and foundations, constituting part of the Tollway be altered or affected.

3. The maintenance and operation of the parking facility shall be the sole responsibility of Grantee, its successors and assigns. Hazardous or unreasonably objectionable smoke, fumes, vapor, or odors shall not be permitted to rise above the grade line of the Tollway, nor shall the parking facility be constructed, operated, or maintained in any manner that might impair the structural integrity of the Tollway or the safe and efficient operation thereof. If, in the sole judgment of Grantor, its successors or assigns, it is found at any future time that the existence or use of the parking facility is impeding maintenance, damaging the Tollway, or impairing the safe and efficient operation of the Tollway, the provisions of this Quitclaim Deed shall be modified, and corrective measures shall be taken, so as to eliminate the objectionable or hazardous features of the parking facility.

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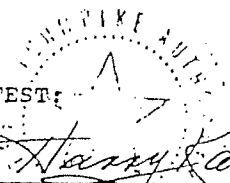
4. This Quitclaim Deed in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto regarding the Tollway, but does constitute the final and complete agreement with respect to the parking facility and other matters addressed herein, superseding all previous agreements relating thereto. The provisions of this Quitclaim Deed do not in any way create either a principal/agent relationship between Grantor and Grantee or any rights in the public.

If at any time the Property is not used as a parking facility for the Sammons Center for the Arts or is otherwise not utilized in compliance with the provisions of this Quitclaim Deed, all right, title and interest of Grantee, or of Grantee's successors or assigns, in and to the Property shall automatically terminate and revert to Grantor, its successors and assigns, without the necessity of any further act on the part of Grantor, its successors or assigns. Notwithstanding the fact that Grantor has merely quitclaimed its right, title, and interest in and to the Property to Grantee, Grantor does hereby assign all warranties of title received by Grantor, to the extent permitted by applicable law.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the Property, together with all and singular the rights and appurtenances pertaining in any way to Grantor's right, title and interest in and to the Property, unto Grantee and Grantee's successors and assigns forever, and neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the Property or any part of it, except as expressly provided herein.

EXECUTED as of the 6th day of August, 1991.

ATTEST:


Harry Kabler
Harry Kabler,
Secretary Treasurer

TEXAS TURNPIKE AUTHORITY, an
agency of the State of Texas

BY: James W. Griffin
Name: James W. Griffin
Title: Deputy Director

EXHIBIT B

APPROVED AS TO FORM:

Frank E. Stevenson, II
Frank E. Stevenson, II
Locke Purnell Rain Harrell
(A Professional Corporation),
General Counsel - Texas
Turnpike Authority

CITY OF DALLAS,
a municipal corporation

By: Clifford V. Keheley
Name: Clifford V. Keheley
Title: Assistant City Manager

APPROVED AS TO FORM:

Analeslie Muncy,
City Attorney

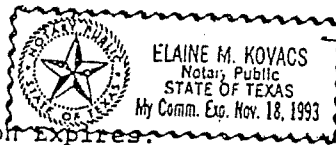
By: Lawrence A. Sealf
Name: LAWRENCE A. SEALF
Title: Assistant City Attorney

Submitted to City Attorney
LAS

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 6th day of August, 1991, by James W. Griffin, an authorized representative of TEXAS TURNPIKE AUTHORITY, an agency of the State of Texas, on behalf of said agency.

[Seal]



Elaine M. Kovacs
Notary Public in and for
the State of Texas

My Commission Expires:

Printed Name of Notary

STATE OF TEXAS §
COUNTY OF DALLAS §

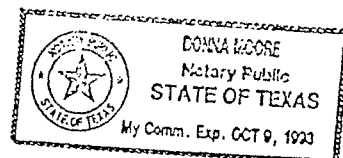
This instrument was acknowledged before me on this 21 day of August, 1991, by Clifford V. Keheley, Assistant City Manager of the CITY OF DALLAS, a municipal corporation, on behalf of such municipal corporation.

[Seal]

Donna Moore
Notary Public in and for
the State of Texas

My Commission Expires:
10-9-93

Donna Moore
Printed Name of Notary



4026

EXHIBIT B

EXHIBIT A

FIELD NOTES DESCRIBING LAND TO BE ACQUIRED BY THE CITY OF DALLAS FROM THE TEXAS TURNPIKE AUTHORITY IN BLOCK 2/1000.

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 out of the James A. Sylvester Survey Abstract No. 1383, Dallas County, Texas and being in Block 2/1000, official city numbers, and being part of the former St. Louis and Southwestern Railway Company right-of-way and part of "Right-of-Way Parcel No. 1-109" acquired by the Texas Turnpike Authority from the City of Dallas and the Park Board of the City of Dallas by special warranty deed dated December 13, 1966 and recorded in Volume 971, Page 0888, Deed Records of Dallas County, Texas and being more particularly described AS follows;

BEGINNING at a point in a northeast line of the former right-of-way of the St. Louis and Southwestern Railway Company, 75.12 feet South 8°30'09" East from its intersection with the northeast right-of-way line of Harry Hines Boulevard, same being the southwest line of said "Right-of-Way Parcel No. 1-109";

THENCE North 84°32'52" East a distance of 48.78 feet to a point for corner;

THENCE South 05°27'58" East a distance of 10.44 feet to a point for corner lying in the northeast line of Harry Hines Boulevard;

THENCE South 26°29'51" East along said northeast line of Harry Hines Boulevard a distance of 7.47 feet to a point for corner lying in a non-tangent curve to the left whose center bears North 0°39'26" East 3.00 feet;

THENCE in a northwesterly direction, along said curve, passing through an angle of 11°36'14", an arc distance of 0.61 feet to the end of said curve;

THENCE North 79°03'13" East a distance of 4.70 feet to a point for corner;

THENCE South 10°57'10" East a distance of 66.00 feet to a point for corner;

THENCE South 79°05'10" West a distance of 3.96 feet to the beginning of a curve to the left whose center bears South 11°07'11" East 3.00 feet;

THENCE in a southwesterly direction, along the last mentioned curve passing through an angle of 113°06'37", an arc distance of 5.92 feet to the end of said curve;

THENCE South 34°18'32" East a distance of 65.77 feet to a point for corner;

THENCE South 34°18'54" East a distance of 24.50 feet to a point for corner;

THENCE South 27°50'39" East a distance of 101.79 feet to a point for corner;

THENCE South 48°31'33" West a distance of 15.43 feet to a point for corner;

THENCE South 12°04'06" East a distance of 20.00 feet to a point for corner;

THENCE South 20°16'11" West a distance of 6.00 feet to a point for corner;

THENCE North 39°21'37" West a distance of 10.00 feet to a point for corner lying in a non-tangent curve to the right whose center bears North 46°11'07" East 1041.74 feet;

THENCE in a northeasterly direction along the last mentioned curve, passing through an angle of 18°09'15" an arc distance of 330.07 feet to a point for corner;

THENCE North 84°32'52" East a distance of 40.01 feet to the POINT OF BEGINNING and containing approximately 17,222 square feet of land.

VRT
08/27/90

Address of Grantee:

City of Dallas
Office of Public Works
320 E. Jefferson Blvd.
Dallas, Texas 75203

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FIELD NOTES D.V.
[Handwritten signature]

EXHIBIT C

ATTACHMENT I
INSURANCE

SECTION A. Prior to the approval of this contract, LESSEE shall furnish a completed Insurance Certificate to the Director's Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE DIRECTOR'S OFFICE, and no officer or employee shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by City's Risk Management Division of the Human Resources Department based upon changes in statutory law, court decisions, or the claims history of the industry as well as the LESSEE.

SECTION C. Subject to LESSEE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, LESSEE shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at LESSEE'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amounts:

EXHIBIT C

1. **Workers' Compensation and Employers Liability** Statutory
\$100,000/\$500,000/\$100,000

2. **Commercial General (public) Liability** insurance including:
a. All Premises/operations
b. Contractual liability (no limitations)
c. Independent contractors
d. Products/completed operations
e. Personal & advertising injury
f. Medical payments
g. Liquor liability
Combined single limit for bodily injury and property damage of \$ 1,000,000 per occurrence or its equivalent

3. If vehicles will be used in the performance of services under the contract, then:

Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for :
a. Owned/leased vehicles
b. Non-owned vehicles
c. Hired vehicles
Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent

4. All - Risk Property Insurance coverage for City property, Perils should include but not limited to fire, extended coverage, vandalism and malicious mischief, City of Dallas shall be shown as loss payee.
100% of replacement cost

EXHIBIT C

ADDITIONAL POLICY CONDITIONS

CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either party to the contract, or upon the underwriter of any such policy provisions). Upon request by CITY, LESSEE shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

LESSEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds (as the interests of each insured may appear) as to all applicable coverage;
- b. Provide for at least thirty (30) days notice of cancellation, nonrenewal or material change at the two addresses shown below by registered mail;
- c. LESSEE agrees to waive subrogation against the City of Dallas, its officers and employees, for personal injuries (including death), property damage or any other loss.

EXHIBIT C

- d. Provide that the "other insurance" clause shall not apply to the City of Dallas where CITY is an additional insured shown on the policy;
- e. Provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

LESSEE shall notify CITY in the event of any changes in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to CITY at the following addresses:

Public Works and Transportation
City of Dallas
Attn: Helen Phillips
320 E. Jefferson Boulevard
Room 203
Dallas, Texas 75201

Assistant Director, Risk Management
Human Resources Department
1500 Marilla, 1C-North
Dallas, Texas 75201

EXHIBIT C

SECTION D. (1) Without limiting any of the other obligations or liabilities of the LESSEE, the LESSEE shall require each Subcontractor performing work under the contract shall, at the Subcontractor's own expense, maintain during the term of the contract, the same stipulated **minimum insurance** including the **required provisions and additional policy conditions** as shown above in Section C. As an alternative, the LESSEE may include its Subcontractors as additional insured on its own coverage as prescribed under these requirements (except for workers' compensation insurance, which the Subcontractors must separately obtain). The LESSEE's certificate of insurance shall note in such event that the Subcontractors are included as additional insured. (2) The LESSEE shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The LESSEE must retain the certificates of insurance for the duration of the contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractors. The City shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION E. Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the LESSEE or its subcontractors shall not relieve the LESSEE of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the LESSEE from liability.

INDEMNITY

LESSEE agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by LESSEE'S breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of LESSEE, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of LESSEE and CITY, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.