

SECON DAMENDMENT TO
SECOND AMENDED AND RESTATED LEASE AGREEMENT

This Second Amendment to Second Amended and Restated Lease Agreement ("First Amendment") is entered into effective as of _____, 2008, between CITY OF AUSTIN, a Texas home rule city and municipal corporation ("Landlord"), and GREATER AUSTIN PERFORMING ARTS CENTER, INC., a Texas non-profit corporation using the assumed name "The Long Center" ("Tenant").

RECITALS

A. Landlord and Tenant entered into a Ground Lease Agreement dated effective as of April 7, 1999, an Amended and Restated Lease Agreement dated effective as of May 3, 2001, and a Second Amended and Restated Lease Agreement dated effective as of January 13, 2005, covering (i) the land under, and certain land surrounding, the existing Palmer Auditorium in Austin, Texas and (ii) the permanent improvements then and thereafter located on such land, which Second Amended and Restated Lease Agreement was amended by First Amendment dated effective as of April 7, 2005, (the "Lease Agreement").

B. Landlord and Tenant presently desire to enter into a Second Amendment to the Lease to provide for the installation and maintenance of the Austin Music Memorial on the "City Terrace" of the Long Center, as depicted in attached Exhibit "A".

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend and modify the Lease Agreement as set forth herein:

1. Landlord and Tenant will cooperate in the planning, development, installation, and maintenance of the Austin Music Memorial on the City Terrace, as more particularly described in attached Exhibit "B".
2. The Austin Music Memorial will be open to the public and Landlord and Tenant will cooperate in providing public access to the site and public events and informational resources available on the site in support of the Austin Music Memorial.
3. Landlord will determine which persons will receive memorials and the content of each memorial.
4. Tenant will provide the necessary services to install the memorials and will provide ongoing installation and maintenance of the memorials.
5. Landlord will provide funding for the memorials and any additional resources and literature available at the Long Center.

6. After the Long Center's opening in 2008, Landlord and Tenant will schedule a program of events at which the Austin Music Memorial will be unveiled and dedicated, including live music and induction ceremonies.

7. The Landlord and the Tenant will cooperate in scheduling future Austin Music Memorial events, including induction ceremonies involving live music.

8. This Second Amendment to the Lease Agreement hereby amends and modifies the Lease Agreement only as set forth herein, and the Lease Agreement, as amended, is otherwise ratified, approved, and confirmed.

EXECUTED to be effective as of the later date set forth below.

LANDLORD:

City of Austin
a home rule city and municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2008

Approved as to form:

Assistant City Attorney

TENANT:

Greater Austin Performing Arts Center, Inc.,
A Texas nonprofit corporation using the
assumed name "The Long Center"

By: _____

Name: _____

Title: _____

Date: _____, 200_

Attest:

_____, Secretary

EXHIBIT "A"

Depiction of the approximate location of the Austin Music Memorial
On, over, upon and across the "City Terrace" of the Long Center

EXHIBIT “B”

AUSTIN MUSIC MEMORIAL

The City of Austin and/or Long Center have prepared or will prepare and approve architectural drawings for the placement of the Austin Music Memorial on the City Terrace, as depicted in attached Exhibit “A”.

- Each memorial will consist of a round metal disc (approximately 15 inches in diameter).
- - Information will be engraved on the memorial disc, including the inductee’s name, dates of birth and death, and possibly an etched image of the inductee and brief description of his or her contribution to music in Austin.
 - It is contemplated that eventually there will be approximately 150-180 total memorial discs installed at the Long Center.
 - A permanent plaque describing the Austin Music Memorial will be installed at the Long Center in a location and in a manner to be approved by the Long Center.
 - Additional informational pamphlets or a binder containing detailed information about inductees may be made available at the site of the Memorial.
 - It is anticipated that an initial 10 memorial discs will be installed during the Long Center’s first year of operation with an additional 10 memorials to be installed annually thereafter.