

PERFORMING ARTS FORT WORTH, INC.

Maddox-Muse Administration Hall

330 East 4th Street

Fort Worth, Texas 76102

June __, 1998

Mr. Stuart W. Gentling
Mr. Scott Gentling
902 Boland
Fort Worth, Texas 76107

Re: Commissioned Artwork for Performing Arts Fort Worth, Inc. ("PAFW") in the Nancy Lee and Perry R. Bass Performance Hall (the "Hall")

Gentlemen:

PAFW and Stuart and Scott Gentling ("the Gentlings") agree as follows:

A. **Previously Commissioned Artwork.** In consideration of PAFW's previous payments totaling \$100,000 to the Gentlings for artwork previously commissioned for the Hall, and in further consideration of an additional payment of \$50,000 made contemporaneously with the execution of this letter agreement ("Additional Payment"), the Gentlings assign, sell, and transfer to PAFW all of the sketches, studies, drawings, models, preliminary designs, notebook entries, paintings, and other materials described on Schedule "A" attached to this letter agreement ("Artwork"). For the duration of both of the Gentlings' lifetimes, the Gentlings shall have the right, on a non-exclusive basis, to publish photographs of the Artwork in print publications exhibiting their artwork. This right is personal to the Gentlings, non-transferrable, and will expire upon the death of both Gentlings. PAFW and the Gentlings will use reasonable efforts to notify each other and to provide a copy to each other of any publication of any Artwork in printed art publications.

B. While the feather painting described on Schedule "B" ("Feather Painting") is not included in the Artwork being sold by the Gentlings to PAFW, the Gentlings agree that PAFW may reproduce, without further compensation to the Gentlings, an image of the Feather Painting on scarves, ties, or other appropriate merchandise produced for PAFW. Furthermore, if the Gentlings elect to accept a bona fide third party offer for the purchase of the Feather Painting, the Gentlings shall notify PAFW in writing of the price offered by the third party. PAFW will then have 15 days after its receipt of this offer to elect to purchase the Feather Painting on the same terms as the third party offer.

C. PAFW and the Gentlings agree that no further services are required of the Gentlings under the agreement dated October 13, 1994 as later supplemented and that no further payments are due to the Gentlings under that agreement.

D.

New Commission. In consideration of PAFW's payment to the Gentlings of \$50,000 ("New Commission Payment") which is in addition to the Additional Payment, PAFW engages the Gentlings for the following work, and the Gentlings agree to provide PAFW with the following:

- a. one or more preliminary pencil sketches of a design of mutually agreed subject matter for the ceiling of the Grand Lobby of the Hall in a scale between 1/4 inch and 1/2 inch per foot, with the first sketch to be delivered to PAFW on or before _____;
- b. one color sketch of the design as approved in pencil sketch form by PAFW in a scale of between 1/4 inch and 1/2 inch per foot, to be delivered to PAFW on or before ____ days following PAFW's approval of a pencil sketch;
- c. one final color model of the entire design in a scale between 1/2 inch and 1 inch per foot showing the design in sufficient detail for use by the painters in transferring the design to the Grand Lobby ceiling, to be delivered to PAFW on or before ____ days following PAFW's approval of the color sketch; and
- d. consultation, if requested by PAFW, on the transfer of the approved design to the Grand Lobby ceiling.

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The items listed in a. - c. above, as well as any other sketches, drawings, paintings, or models of the design for the ceiling of the Grand Lobby in a scale of 2 inches per foot or smaller, are collectively called the "New Commission Work Product" and will be owned by PAFW. Any sketches, drawings, paintings, or models of any portions of the design for the ceiling of the Grand Lobby that the Gentlings elect to paint in a scale of greater than 2 inches per foot will be owned by the Gentlings.

E.

Transfer of Copyrights. In consideration of PAFW's payment to the Gentlings of \$_____, which is in addition to the Additional Payment and the New Commission Payment, the Gentlings assign, sell, and transfer to PAFW all common law, statutory, and other reserved rights, including but not limited to all copyrights, relating to (i) the images designed by the Gentlings that are or will be painted or affixed to the Hall ("Hall Images"), (ii) the Artwork, and (iii) the New Commission Work Product, in perpetuity throughout the world in all media now known or hereafter developed. The Gentlings expressly waive all rights regarding the Hall Images, the Artwork, and the New Commission Work Product arising under 17 U.S.C. §106A, if any, and 17 U.S.C. §113(d)(1) and (2). All rights in the Hall Images, the Artwork, and the New Commission Work Product are reserved to PAFW, which owns same as a "work made for hire" (as defined in the Copyright Act of 1976, as amended). PAFW will maintain in perpetuity the right to depict, remove, or alter the Hall Images, the Artwork, and the New Commission Work Product on or from the Hall, to exhibit these images and items anywhere and at any time, and to exploit derivative works based on the Hall Images, the Artwork, and the New Commission Work Product. These derivative works include but are not limited to the sale of reproductions or renderings of the Hall Images, the Artwork, and the New Commission Work Product on postcards, T-shirts, scarves, ties, or other merchandising items or any other similar or dissimilar uses.

If any provision of this letter agreement is held unenforceable, that provision will be either deemed amended to the extent necessary to achieve enforceability or, if amendment is impossible, deleted from this letter agreement without rendering unenforceable or otherwise modifying the remaining provisions. This letter agreement may not be modified orally and will be binding upon and will inure to the benefit of the Gentlings and their heirs and executors and PAFW and its successors and assigns.

If this letter correctly states our agreement, please sign where indicated below.

Very truly yours,

PERFORMING ARTS FORT WORTH, INC.

By: _____

Its: _____

AGREED TO AND ACCEPTED:

STUART W. GENTLING

SCOTT GENTLING

Schedule "A"

Artwork

[attach itemized description of all artwork being transferred to PAFW]

B-1

B-2

B-3

C-1

C-2

C-3

C-4

E 1,2,3

E-4

E-5

F-1,2,3

F-4

F-5

I-1

I-2

I-3

J-1

J-2

K-1

K-2

K-3

M-1

M-3

M-6

M-7

Schedule "B"

All art not specifically conveyed to P.A.F.W. by this document will ~~be~~ remain the property of the Gentlemen
M-5 Feather Painting

M-2, Nos. 1-12 Twelve pages explaining the symbolism and geometry of the art for the Great dome.

A-1 Black and white Greek Horse

C-5 Scott's notebook on Proscenium

D-1, 2, 3 pencil drawings of Greek festival by Stuart for the Proscenium

G-1 Wing drawing for Marton Voro

G-2 Feather top drawing for Marton Voro

H-I Stanchion wing drawing

L-1 Palm tree design for front facade

L-2 Horses drawing for front facade

L-3 Hellenistic Angel drawing for front facade

M-4 Ayta feather Chalchikuitl design

N-1 Pen and ink study of wreath and BPH initials