

PERFORMING ARTS FORT WORTH, INC.
Maddox-Muse Administration Hall
330 East 4th Street
Fort Worth, Texas 76102

October 29, 1998

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

Ralph's
copy

Re: Commissioned
Inc. ("PAFW") in the N
Hall (the "Hall")

Fort Worth,
Performance

Gentlemen:

PAFW and Stuart Gentlings")
agree as follows:
Previously Commissioned of PAFW's
previous payments totaling for artwork
previously commissioned in further
consideration of the following:

- 1) \$50,000 for items listed on Schedule "A" of the Gentling blue book attached herein.
- 2) \$40,000 for items listed on Schedule "B" of the Gentling blue book attached herein.
- 3) \$25,000 for unlimited copywrites to all the items listed on both Schedules "A" and "B".

these payments to be 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" and Schedule "B" attached to this letter agreement ("Artwork"). For the duration 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 printed in art publications.

While the 40 inch by 60 inch feather painting listed as M-5 in the Gentling blue book 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 (M-5) 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.

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

Transfer of Copywrites. In consideration of PAFW's payment to the Gentlings of \$25,000 listed above, which is in addition to the additional payment of \$90,000 for Artwork listed in Schedules "A" and "B", and with the exception of the copywrites to item M-5 which the Gentlings retain but which PAFW has the Gentlings' permission to reproduce in various ways listed above, the Gentlings assign, sell, and transfer to PAFW all common law, statutory, and other reserved rights, including but not limited to all copywrites, 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) any New Commissioned 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.

The Gentlings agree to pay PAFW the sum of \$2,500 for their share of the expenses charged to PAFW by the Kimbell Art Museum for the Museum's exhibition of the Gentling Bass Performance Hall art in April and May of 1998.

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: CM Bass

Its: Chairman

AGREED TO AND ACCEPTED:

Stuart W. Gentling
STUART W. GENTLING

Scott Gentling
SCOTT GENTLING

Schedule "A"

Artwork

The following designations refer to items of Artwork listed and described on the Checklist attached to this letter agreement as Attachment "I":

B-1	X-1
B-2	X-2
B-3	X-3
C-1	X-4
C-2	X-5
C-3	X-6
C-4	X-7
E-1,2,3	X-8
E-4	X-9
E-5	X-10
F-1,2,3	X-11
F-4	X-12
F-5	X-13
I-1	X-14
I-2	X-15
I-3	X-16
J-1	X-17
J-2	X-18
K-1	X-19
K-2	X-20
K-3	X-21
M-1	
M-3	
M-6	
M-7	

Schedule "B"

Artwork

The following designations refer to items of Artwork listed and described on the Checklist attached to this letter agreement as Attachment "I":

M-2, Numbers 1 through 12

A-1

C-5

D-1,2,3

G-1

G-2

H-1

L-1

L-2

L-3

M-4

N-1

E RC

ATTACHMENT "I"

The Art of Ornament: Designs for the Bass Performing Arts Hall
by Stuart and Scott Gentling
CHECKLIST

- A-1 Black & white watercolor study for façade: Greek horse
20" x 30"
Stuart G.
- B-1 Blue & gold watercolor study for front façade mosaics
18" x 46"
Stuart and Scott G.
- B-2 Blue & gold watercolor and gold enamel study
for east wall façade mosaics: Laurel leaves
18" x 28"
Stuart and Scott G.
- B-3 Blue & gold watercolor and gold enamel study
for west wall façade mosaics: Grape vines
18" x 28"
Stuart & Scott G.
- C-1 Proscenium: pencil study of Apollo and Daphne
11" x 37"
Stuart G.
- C-2 Proscenium: sanguine watercolor of Apollo and Daphne
19" x 48"
Scott G.
- C-3 Proscenium: small preliminary sketch of Apollo and Daphne
3" x 13"
Scott G.
- C-4 Proscenium: large early pencil study
10" x 36"
Scott G.
- C-5 Proscenium: notebook of Greek festival studies
14" x 15" (book open)
Scott G.

D-1,2,3 Pencil study of Greek festival - Muses and Maenads
20" x 74" (3 sections)
Stuart G.

D-4 Sanguine study of Greek festival - Maenads
19" x 18"
Stuart G.

E-1,2,3 East corner dome: watercolor of Red bay leaf design
33" x 60" (3 sections)
Scott G.

E-4 East corner dome: pencil study
18" x 24"
Stuart G.

E-5 East corner dome: watercolor
18" x 24"
Stuart G.

F-1,2,3 West corner dome: watercolor
33" x 60" (3 sections)
Scott G.

F-4 West corner dome: watercolor
18" x 24"
Stuart G.

F-5 West corner dome: pencil study
18" x 24"
Stuart G.

G-1 Pencil study of Wing design for Marton Varo
18" x 23"
Stuart G.

G-2 Pencil study of Feather tip design for Marton Varo
15" x 22"
Stuart G.

H-1 Pencil study of Wing design for chair stanchions
19" x 24"
Scott G.

I-1 East interior side wall (main Hall): small pencil sketch of a Buck deer
2" x 12"
Stuart G.

²
I-~~2~~ East interior side wall (main Hall): pencil study of a Buck deer
6" x 33"
Stuart G.

³
I-~~3~~ East interior side wall (main Hall): watercolor study of Buck deer
6" x 33"
Scott G.

J-1 East corner dome stairs: watercolor study of White wings design
13" x 18"
Scott G.

J-2 West corner dome stairs: watercolor study of Pink wings design
13" x 18"
Scott G.

K-1 West interior side wall (main Hall): small pencil sketch of Four Does
2" x 12"
Stuart G.

K-2 West interior side wall (main Hall): pencil study of Four Does
6" x 33"
Stuart G.

K-3 West interior side wall (main Hall): watercolor study of Four Does
6" x 33"
Scott G.

L-1 Concept for front façade sculpture: pen & ink drawing of Palm tree with Griffins
24 1/2" x 8"
Stuart G.

L-2 Concept for front façade sculpture: blue ink drawing of Horses of Apollo
27 1/2" x 8 1/2"
Stuart and Scott G.

L-3 Concept for front façade sculpture: Hellenistic Winged Victory with lyre
9 1/4" x 24"
Stuart and Scott G.

M-1 Central dome: framed watercolor study for dome

M-2 Central dome: twelve pages of graphs and drawings concerning the use of geometry and music in the design of the dome including several early dome designs by Scott G. (Quetzalcoatl dome design by Stuart G.)

M-3 Central dome: small Eagle studies
Stuart G.

M-4 Central dome: Aztec feathered "chalchihuitl" design used for
Quetzalcoatl dome design
8 3/4" x 12"
Stuart G.

M-5 Central dome: painting of dome section
40" x 60"
Scott G.

M-6 Central dome: large painting of complete dome
10' x 7' (5 sections)
Scott G.

M-7 Central dome: cardboard and foamcord model painted with Wing and Sky design
7' x 7' x 24" deep
Scott G.

N⁻¹~~1~~ Pen and ink study for proposed Bass Performance Hall logo
7 1/4" x 7 1/2"
Scott G.

EXTRA ITEMS INCLUDED IN SALE TO PAFW

- X-1 Blueprint of front facade sculpture concept: Hellenistic Winged Victories. SWG. 33" X 64"
- X-2 Blueprint of front facade sculpture concept: Horses of Apollo. SWG and SGG. 33" X 64"
- X-3 Blueprint of front facade sculpture concept: Palm Trees SWG. 33" X 64".
- X-4 Study for east side exterior mosaics: Laurels against Fibonacci grid. 11" X 14½". SGG.
- X-5 Study for east side exterior mosaics: Laurels against fibonacci grid. 10" X 14" SGG.
- X-6 Study for west side exterior mosaics: Grape leaves against grid. 10½" X 16" SWG.
- X-7 Study for west side exterior mosaics: descending herons. 2½" X 11" SWG.
- X-8 Study for east side exterior mosaics: ascending herons. 2½" X 11" SWG.
- X-9 Study for east side exterior mosaics: ascending herons. 2½" X 11" SWG.
- X-10 Early Study for proscenium. Apollo and Daphne. 9½" X 36" SGG.
- X-11 Early study for front facade mosaics. 5½" X 16" SGG.
- X-12 Study for front mosaics. 13½" X 11½" SGG.
- X-13 Study for front facade sculpture concept: Palm Tree with Griffins. 8" X 24½" SWG.
- X-14 Study for chair stanchion: feather design. 19" X 24" SGG.
- X-15 Study for chair stanchion: feather design. 8¼" X 14½" SGG.
- X-16 Study for Proscenium: Greek figures. 16" X 23" SGG.
- X-17 Study for Proscenium: Greek figures. 13' X 18" SWG.
- X-18 Study for Great Dome eagles. 8" x 11" SWG.
- X-19 Clay model for Hellenistic Winged Victory for front facade sculpture. 7½" X 22" SWG.

X-20 Clay model for Palm Tree for front facade sculpture.
7½" X 22" SWG.

X-21 Clay model for David Schwarz's Angel design for front facade sculpture. 7½" X 22" SWG.

Note:

These three plastic clay sculptures are in extremely dry and brittle condition and may not survive much longer. They were never meant to survive. Our suggestion is that perhaps a local foundry might be able to cast them with rubber molds so that a plaster or even bronze copy might be possible. I will do what I can for you to get this done, if you wish. But you should realize that the sculptures may now be too brittle even for this procedure. Stuart W. Gentling (SWG).