

EXHIBIT 2

AMENDMENT NO. 1
TO
THE LEASE AGREEMENT (LA06-2551-013)
BETWEEN
THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
AND
SEATTLE CHILDREN'S PLAYGARDEN
FOR THE DESIGN AND CONSTRUCTION OF A PERMANENT ART INSTALLATION AND
CONSTRUCTION OF A TREE FORT DECK AND ARBOR
AT COLMAN PARK

Reference is made to that certain agreement referred to as the Lease Agreement (Lease) between the City of Seattle Department of Parks and Recreation (Parks) and the Seattle Children's PlayGarden. In consideration of the terms, conditions, and covenants contained herein, both parties hereby acknowledged and agree to amend the Lease as follows:

1. In compliance with Article 7. "ALTERATIONS OR IMPROVEMENTS", and Section 25.9 "Amendments", Parks and Seattle Children's PlayGarden agree to amend the Lease Agreement to include the following terms for the permanent art installation project and the construction of the Tree Fort Deck and Arbor project:

TRIMPIN ARTWORK PROJECT

Artwork Title: "A Musical Fence", by Trimpin

Name of Artist: Trimpin

Date of Installation: May 2013

Location: COLMAN PLAYGROUND, 1740 23rd Ave S., Seattle

Mission of the Art Organization: This artwork is being generated by Trimpin, a kinetic artist, in partnership with Seattle Children's PlayGarden and the community. This is a collaborative effort to create a place where children with physical and cognitive impairments can create musical sounds and be able to see the cause and effect of sound production.

Description of Artwork: This project includes the design, creation and installation of a musical fence artwork at the Seattle Children's Playground. The design for this sculpture came out of a workshop facilitated by the artist Trimpin, for teenagers with special needs, funded by the Nesholm Family Foundation in the summer of 2011. A key feature is the capability for children with physical and cognitive impairments to create musical sounds, and be able to see the cause and effect of sound production. Artist Trimpin is a world renowned kinetic sculptor, sound artist and composer.

Attachment A: A detailed description of the Art Proposal, including materials, color, location, picture or rendition, dimensions of artwork, footprint and installation details.

TREE FORT DECK AND ARBOR PROJECT

Description of Project: The Tree Fort Deck and Arbor involves the construction of timber structures. The "tree fort deck" is an elevated deck off the south side of the building that is set among some trees to give people a sense of being in the trees, and some views. The arbor is a wood structure to be constructed near the play area to create a dappled shade, and may have grape vines on it.

Date of Installation: March to May 2013

TERM:

This agreement shall commence upon signing and continue in effect until terminated at the mutual consent of both parties. Either party may terminate this agreement by sending a 60 days written notification to the other party of its intent to terminate.

PROJECT TERM:

The Artwork is expected to be a permanent installation.

RESPONSIBILITIES OF SEATTLE PARKS AND RECREATION:

1. Parks will support, when feasible and appropriate, the events and activities implemented under this agreement.
2. Parks will provide a project manager as a point contact during artwork installation and construction of the tree fort deck and arbor.

RESPONSIBILITIES OF THE SERVICE PROVIDER/ARTIST/CONTRACTOR:

1. The service Provider/artist/contractor will be responsible for leaving Seattle Parks and Recreation property in the same condition (or better) than before the art installation.
2. The service Provider/artist/contractor will be responsible for any damages to Seattle Parks and Recreation property caused by the installation.

OWNERSHIP:

The Musical Fence artwork shall remain the personal property of Seattle Children's PlayGarden subject to the conditions of this agreement. A use fee will not be required for the artwork to remain on Parks property as long as all routine maintenance and insurance is provided by Seattle Children's PlayGarden for the life of the installation.

The Tree Fort Deck and Arbor shall remain Parks property.

MAINTENANCE:

All maintenance responsibilities will reside with Seattle Children's PlayGarden. While Seattle Children's PlayGarden will provide for any needed maintenance or repair, this may include Parks staff performing the work. Seattle Children's PlayGarden maintenance responsibilities include, but are not limited to, the following:

1. Repair and maintenance of the art piece(s) the tree fort deck and arbor on an as needed basis.

2. Graffiti removal on an as needed basis – Parks strives for a consistent service level of six business days, 24 hours for hate/racist/vulgar graffiti, and ten business days for structures where special equipment has to be used.
3. Cleaning on an as needed basis.

Seattle Children's PlayGarden shall inform the Seattle Parks and Recreation Jobline at 684-7250 or PKS_work_order_desk@seattle.gov and the Central Parks Crew Chief at 684-4750 if the service Provider/artist/contractor requires access during installation or maintenance activities to the site. If there are safety concerns that arise, Seattle Parks and Recreation may request repairs by the artist, who must employ reasonable efforts to complete as promptly as possible. All costs for repairs and maintenance of the artwork will be borne by Seattle Children's PlayGarden.

ACKNOWLEDGEMENT:

The service Provider/artist/contractor will provide prominent acknowledgement of Seattle Parks and Recreation and the Department of Neighborhoods in all publicity and promotional materials, including but not limited to brochures, press releases, programs, posters, flyers and advertisements. Logos for display on materials will be provided upon request.

INSURANCE:

At all times during the installation, exhibition or removal of the artwork and construction of the tree fort deck and arbor, the service provider/artist/contractor shall maintain Commercial General Liability (CGL) insurance with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage. The insurance shall include "the City of Seattle" ("City") as an additional insured for primary and non-contributory limits of liability. Evidence of insurance, including an actual copy of the CGL additional insured policy provision, shall be provided to Seattle Parks and Recreation upon request.

The artwork shall be installed, exhibited or removed at the sole risk of the service provider/artist, who waives its rights of recovery for any damage to or destruction of the artwork in favor of the City. If the artwork is insured for physical damage, the service Provider/artist/contractor shall, in addition, provide an insurer's waiver of subrogation in favor of the City.

INDEMNIFICATION AND LIABILITY:

To the fullest extent permitted by law, the service Provider/artist/contractor shall indemnify the City for and against any and all liability, claims, damages, costs or expenses (including reasonable attorney's fees and costs and all other litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) to the extent caused by the acts or omissions of the service provider/artist, or any of its officers, employees, agents, contractors, or volunteers on or about the Premises, or from any violation of law. If any suit or action is brought against the City, the service provider/artist, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or the service Provider/artist/contractor jointly; provided, that if the City determines that one or more principles of governmental or public law are involved, the City retains the right to participate in such action.

COPYRIGHT:

City's Right to Reproduce Images

The service Provider/artist/contractor shall retain the copyright and all other intellectual property rights to the artwork, provided that the CITY is hereby granted an irrevocable, non-exclusive, royalty free license to graphically reproduce (through photography or otherwise) the image of the artwork, including but not limited to, the artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by Seattle Parks and Recreation, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by the City, for municipal (e.g., education, public information, etc.) purposes. On each such municipal reproduction, the ARTIST shall be acknowledged, using designations provided by the provider/artist, to be the creator of the original artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished artwork.

The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.

MATERIAL CHANGES TO ARTWORK:

- A. Visual Artists Rights Act (VARA). Installation or Integration of Any Work of Visual Art at a City of Seattle park.
 1. Reservation of Rights by City; Prohibition Against Installation or Integration of Any Work of Visual Art on property owned by Seattle Parks and Recreation without Superintendent's prior express written consent. The City reserves to and for itself the right to approve or disapprove of the installation or integration on or into the Premises of any "work of visual art," as that term is defined in 17 U.S.C. Section 101, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration on or into the Premises of a work of visual art. The service Provider/artist/contractor shall not, without the prior, express, written consent of the Superintendent, install on or integrate into, or permit any other person or entity to install on or integrate into, any portion of the Premises any "work of visual art". The Superintendent's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in the Superintendent's discretion. The City of Seattle agrees that the art has been approved and the artists can install the artwork listed on Attachment A. The service Provider/artist/contractor may request additions to or changes to Attachment A, to which City of Seattle will respond in a timely fashion and will need to approve or reject the proposed changes
 2. The service provider/artist's Indemnification of City Against Liability under Visual Artists Rights Act of 1990. If the Superintendent has not given such official's consent to the installation or integration of any work of visual art on or into the Premises, the service Provider/artist/contractor shall indemnify, protect, defend, and hold the City harmless, at service provider/artist's expense, in a lawsuit or other judicial action, and pay to City of Seattle the amount of any adverse judgment from the lawsuit or judicial action, for any and all third party claims (including attorneys' fees and costs) arising as a consequence of the installation or integration by service provider or artists engaged under written agreement by service Provider/artist/contractor during the term of this Agreement of that work of visual art on or into any portion of property belonging to Seattle Parks and Recreation. This indemnification obligation shall exist regardless of whether service Provider/artist/contractor has consented to or has prior knowledge of such installation or integration. The indemnification obligation of this subsection shall survive the expiration or

earlier termination of this agreement. The City of Seattle must give the service Provider/artist/contractor prompt notice of the third party claim.


3. If the service Provider/artist/contractors the person who originally created the artwork (the "author" for VARA purposes), he or she hereby consents to the installation of the artwork in the City's building, structure, facility, or other Seattle Parks and Recreation property, he or she acknowledges that such installation may subject the artwork to destruction, distortion, mutilation, or other modification by reason of its removal from that location.
 4. If the service Provider/artist/contractors not the author of the artwork, and if the author of the artwork is a party to this Agreement, the author of the artwork hereby consents to the installation of the artwork in the City's building, structure, facility, or other premises. He or she acknowledges that such installation may subject the artwork to destruction, distortion, mutilation, or other modification by reason of its removal from that location.
- B. City's right to remove or relocate artwork. Service provider/artist, and the author, if the author is a party to this Agreement, acknowledges that the City of Seattle reserves the right to manage its buildings, facilities, and public sites for public purposes, and in doing so, may determine that it is necessary to relocate or remove the artwork (in whole but not in part) and/or modify the site in/on which it is located. The City of Seattle and service provider/artist, and the author, if the author is a party to this Agreement, agree that the City of Seattle Department of Parks and Recreation has the authority to relocate or remove the artwork and/or substantially modify its site within its own discretion; should this need arise, the City of Seattle Department of Parks and Recreation will provide the service provider/artist, and the author, whether the author is a party to this Agreement or not, a minimum of 90 days notice prior to removal or relocation. If the department deems a safety risk to property or person, the department may remove the artwork without notification, and service Provider/artist/contractor hereby waives any and all VARA rights he or she may have regarding its removal. Seattle Parks and Recreation will work with the service provider/artist, and the author, if the author is a party to this Agreement, on an alternative location at the park if relocation is desired by all parties, subject to the author's right to remove the artwork pursuant to 17 U.S.C. Section 113(d)(2).

This document contains the entire agreement between the parties regarding its subject matter. Except as to Attachment A, as described above, this Agreement cannot be modified except in writing signed by all parties. All notices under this Agreement must be in writing and addressed to the locations indicated in the signature block below, and will be considered received 3 business days after the notice is sent.

Signed:

 5/29/13
Liz Bullard, Executive Director, SCP Date

Signed:

 Date
Christopher Williams
Acting Superintendent, Seattle Parks & Recreation

Signed:

 5/29/13
Artist: Trimpin Date

Address for Notices:

100 Dexter Avenue North
Seattle, WA 98109

ATTACHMENT A

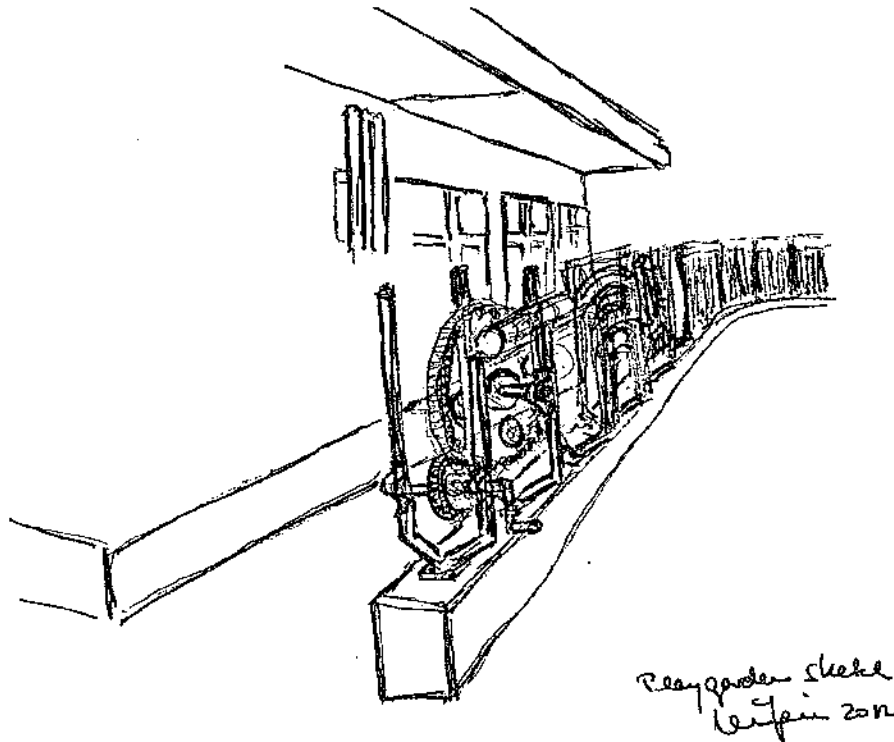
Trimpin envisions this sculpture will be a series of interactive musical events that will allow visitors to observe and participate in the mechanical production of musical sounds. Sometimes an action by the visitor will create a short melody, or visitors may use paddles or hands to make tones on tuned metal tubes or plates. There may be a metal ball that rolls down a series of xylophone like plates and is returned to the start position by moving a handle. Unlike many of his pieces that incorporate electronics, this will be a mechanical piece.

The artist is very sensitive to this being a public outdoor setting near children, and the need for safety, longevity, and low maintenance. Component parts will largely be powder coated metal (welded by certified welding fabricators), , and aircraft cable.

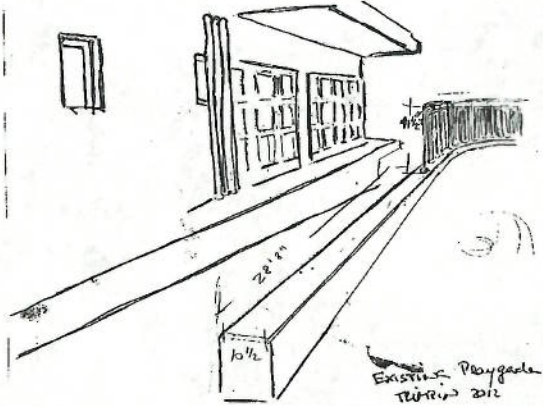
The overall concept is a framework made from giant tuning forks that will start at approximately 6-ft tall and reduce height (in a tuned scale) down to meet the existing fence height at the far end of the wall. Between each set of tuning forks there will be a musical "event" or feature. The frame will be anchored to the existing concrete wall with (4) 1/2"-5/8" concrete anchors.

A small area of turf adjacent to the wall will be replaced by some sort of hard surface pathway to support the interactive use of the sculpture. A few irrigation heads will need to be relocated.

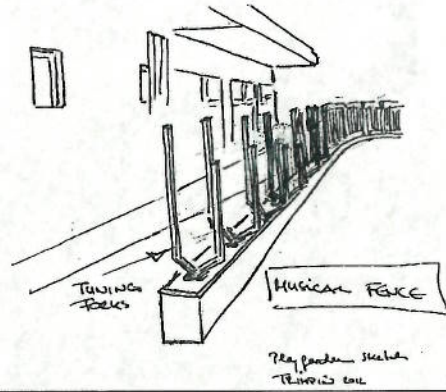
Concept sketch:



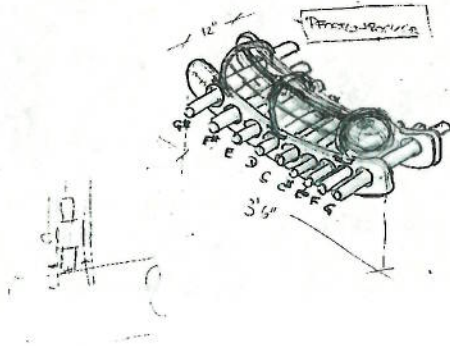
Concept sketches:



Existing wall



Wall with "tuning fork" framework

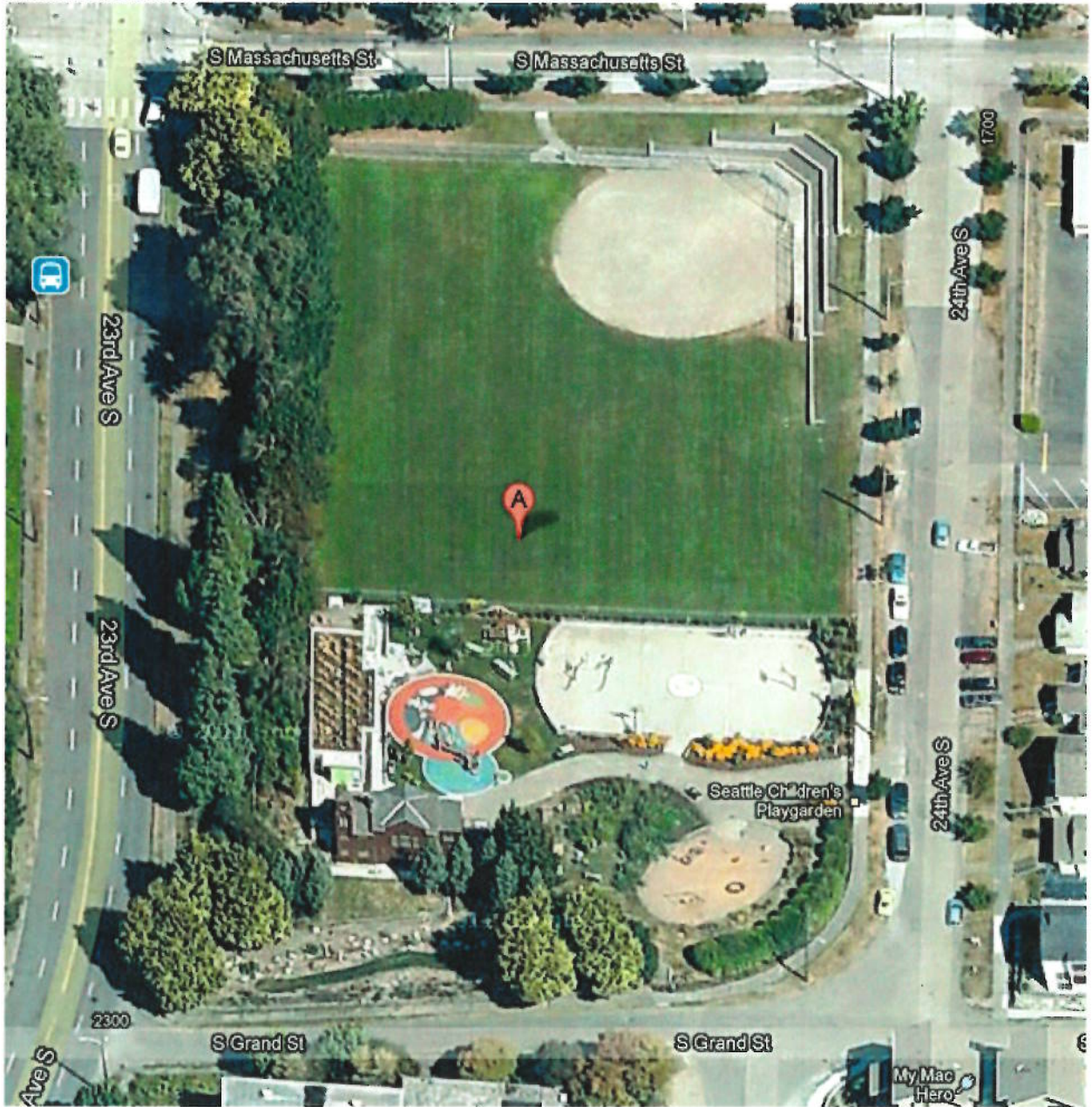


Example of musical "instrument"



Fabricated frame "tuning forks"

Location on site:



Site Context Photos



View from sidewalk entry

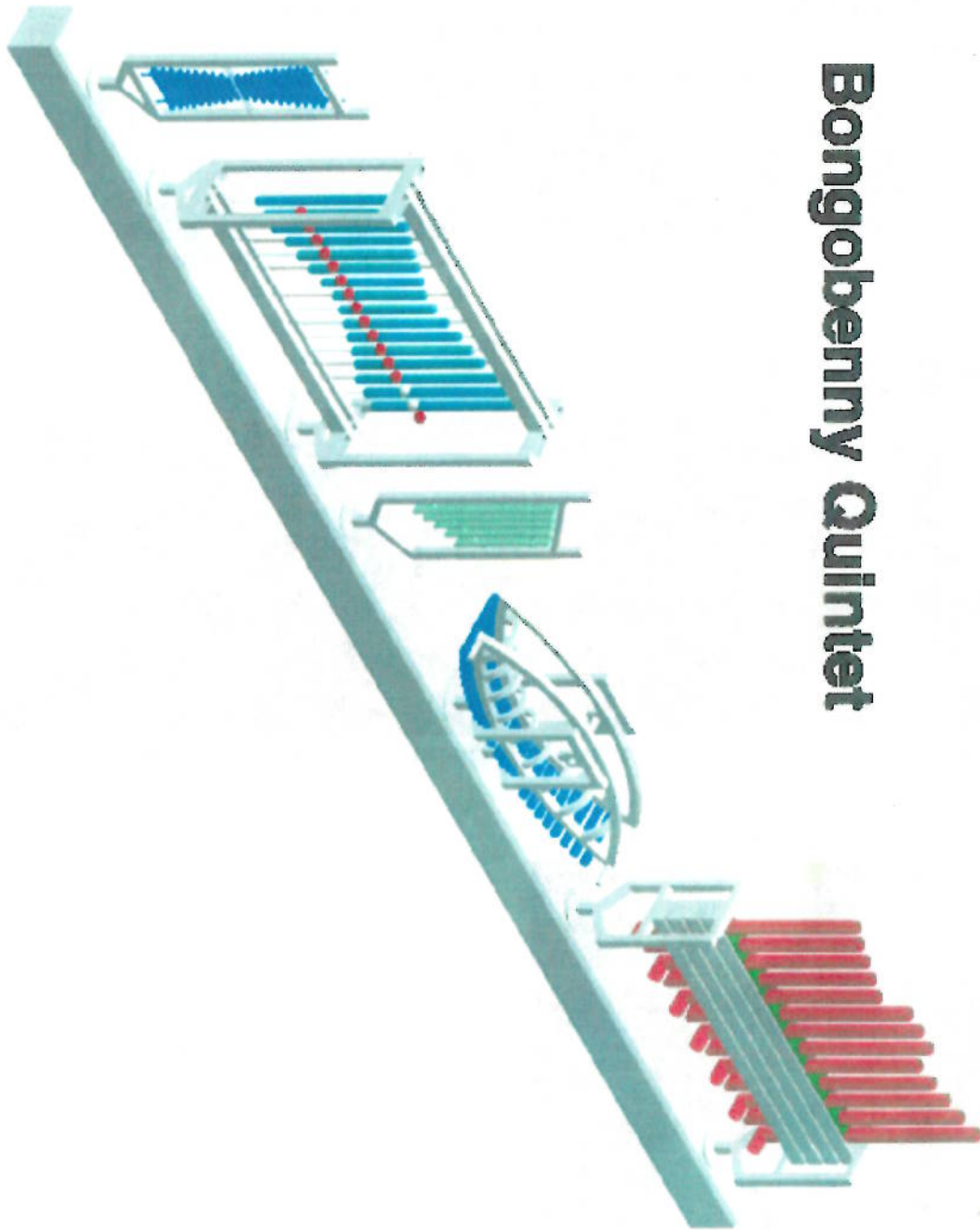


Close in view by buildings



“Tuning fork” frame will sit atop concrete wall, with descending heights to meet existing fence height at far end.





Bongobenny Quintet