

LICENSE, EASEMENT AND OPERATING AGREEMENT

THIS LICENSE, EASEMENT AND OPERATING AGREEMENT (“**Agreement**”) is made as of this 6th day of March, 2015 (the “**Effective Date**”) by and between Inner Arbor Trust, Inc., a Maryland non-stock corporation (the “**Trust**”), and It’s My Amphitheatre, Inc., a Maryland corporation, (“**IMA**”):

RECITALS:

WHEREAS, the Columbia Association, Inc. (“**CA**”) is the owner of all of Lot 23, as shown on the Plat of Revision entitled “Final Plat Columbia, Lots 13 and 23, Plat of Revision Town Center, Section 1” and recorded among the Land Records of Howard County Maryland (“**Land Records**”) as Plat Nos. 13535 and 13536 and part of Lot 9B as shown on Plat of Subdivision entitled “Sheet 2 of 5, Columbia Town Center Subdivision, Section 1” and recorded among the Land Records in Plat book 12, folio 64 (collectively, the “**Property**” or “**Symphony Woods**”);

WHEREAS, Symphony Woods is preserved open space to be utilized for the public benefit, including, *inter alia*, park and recreational activities, the performance arts, music concerts and related business activities;

WHEREAS, Merriweather Post Pavilion (“**Merriweather**”) is a 19,600 fan capacity amphitheater situated on approximately 10.19 acres of land located at 10475 Little Patuxent Parkway, Columbia, Maryland and consisting of Lot 13 on the Plats entitled, “Final Plat, Columbia, Lots 13 and 23, Plat of Revision, Town Center, Section 1; Sheets 1 and 2 of 2,” recorded among the Land Records as shown on Exhibit A-9 (the “**MPP Area**”);

WHEREAS, the MPP Area is owned by Merriweather Post Business Trust (“**MPBT**”);

WHEREAS, the MPP Area is encircled by Symphony Woods;

WHEREAS, throughout its history, various portions of Symphony Woods have been leased and/or licensed for use in the operation of Merriweather;

WHEREAS, IMA and MPBT are parties to an Operating Agreement (the “**Operating Agreement**”) that became effective November 1, 2014 pursuant to which IMA has committed to investing the resources and expertise to continue operating Merriweather until October 31, 2024;

WHEREAS, Merriweather’s continuing to serve as a venue for major music concerts enhances the public benefit values of Symphony Woods and contributes to the economic vitality and artistic quality of life of Howard County and the State of Maryland;

WHEREAS, on August 12, 2004, Howard County created the Merriweather Citizens Advisory Panel (the “**Panel**”), which, in its final report, stated, “[t]he Panel believes that Merriweather Post Pavilion plays a vital role in the community, that this role should continue, and that in the future the venue’s community role could be expanded through the addition of small arts venues on the existing property. These venues would help meet future requirements of

the arts community in Howard County by positioning Merriweather as a center for the arts, education and culture and making it an important regional and cultural force...The desired facilities mentioned include rehearsal space, performance space, exhibit space, and an area for children's art groups, all of which should be affordable, available for year-round use and encourage a bustling arts community with art opportunities for children," (the "Panel's Recommendation");

WHEREAS, the Downtown Columbia Plan, a General Plan Amendment, enacted by Howard County on February 1, 2010 (the "**Downtown Columbia Plan**"), created a specific zoning area for the combined Symphony Woods and MPP Area - referred to as the "**Merriweather-Symphony Woods Neighborhood**" - and the Downtown Columbia Plan stipulates that, "Merriweather-Symphony Woods will be a new kind of cultural park where the landscape becomes a setting for arts, cultural and civic uses;"

WHEREAS, on February 14, 2013, CA adopted and approved the Inner Arbor Concept Plan (the "**Concept Plan**"), which provides for the continued enhancement and improvement of Symphony Woods consistent with the Downtown Columbia Plan for public use benefits;

WHEREAS, on February 14, 2013, CA issued a resolution calling for the formation and funding of an independent not-for-profit and delegated to Trust responsibility for implementing the Concept Plan;

WHEREAS, CA entered into a perpetual easement agreement with Trust, known as the Declaration of Restrictive Covenants and Easement Agreement, as amended and restated on March 14, 2014, as recorded in the Land Records of Howard County, Maryland in Liber 1556, folio 377 (the "**Trust Easement**") wherein CA: (i) granted Trust easements to portions of Symphony Woods, including all those portions of Symphony Woods currently utilized by Merriweather; (ii) agreed to grant Trust additional easements in the remainder of Symphony Woods, under defined conditions precedent; (iii) authorized Trust to lease and license portions of Symphony Woods to those responsible for Merriweather, and to enter into other acknowledgements, reciprocal easement agreements, reciprocal parking agreements and master declarations;

WHEREAS, the Downtown Columbia Plan, and the CA authored Merriweather-Symphony Woods Neighborhood Design Guidelines, approved by the Howard County Planning Board on July 12, 2012, and the Howard County Planning Board Decision and Order issued to CA on September 6, 2012, all stipulate that the Merriweather-Symphony Woods Neighborhood will be cooperatively planned;

WHEREAS, the Trust Easement contemplates the incorporation of shared use facilities by empowering Trust to lease and license portions of Symphony Woods, and enter into other acknowledgements, reciprocal easement agreements, reciprocal parking agreements and master declarations, to those responsible for Merriweather, for the public use benefits in a manner consistent with the Concept Plan;

WHEREAS, for its first improvement of Symphony Woods, Trust intends to be constructed in 2015 and 2016 a stage and lawn amphitheater seating in a portion of Symphony

Woods that is northeast of the MPP Area referred to as the Chrysalis Stage (the “**Chrysalis Stage**”);

WHEREAS, pursuant to the Downtown Columbia Plan, The Downtown Columbia Arts and Culture Commission, Inc., a Maryland non-stock corporation (the “**Commission**”), was established for the purposes of acquiring ownership of the MPP Area, leasing the MPP Area to a commercial operator and using the rentals to foster the development of Downtown Columbia as an artistic and cultural center;

WHEREAS, MPBT and the Commission have entered into a Joint Development Agreement (“**JDA**”) dated June 6, 2014 that may result in the Commission obtaining title to the MPP Area;

WHEREAS, in anticipation of obtaining title to Merriweather, the Commission and IMA have agreed in principal to a lease of the MPP Area to be effective after the Commission obtains title to Merriweather (the “**Commission Agreement**”);

WHEREAS, MPBT and Trust anticipate entering into a reciprocal easement agreement (the “**REA**”) which will provide for shared use of certain areas within the MPP Area and Symphony Woods;

WHEREAS, under the Downtown Columbia Plan, and more specifically the JDA, numerous renovations and improvements will be made to Merriweather, including constructing new ADA accessibility parking in the area on the western side of Merriweather identified on Exhibit A-1, (“**ADA Parking Area**”) and an improved concession and toilet area on the eastern side of Merriweather identified on Exhibit A-2 (“**Eastern Toilet Area**”) which will be available for use by Trust for the public benefit on the terms and conditions set forth herein;

WHEREAS, Trust plans to construct improvements in the area identified as the Cultural Venue Area on Exhibit A-3 attached hereto (the “**Cultural Venue Area**”), which improvements (collectively the “**Cultural Venue Improvements**”) are planned, presently in concept stage, to include:

(a) The “**Butterfly Guest Services Building**” to include climatized indoor seating for up approximately 150 people in approximately 2,000 square feet, two food and beverage concessions totaling approximately 1,000 square feet in area, approximately 500 square feet of separately demised seating and flexible space an outdoor terrace seating and bar spanning 4,000 square feet in three levels, roof deck flex-space and bar with a 299 person capacity and views of Merriweather’s main stage and the planned Chrysalis Stage outdoor amphitheater, in approximately 4,000 square feet, a 500 square foot roof deck conference room and flexible space, and nine mens and womens restrooms accessible from both inside and outside of the building;

(b) A projected landscape and hardscape area of approximately 30,000 square feet serving as pocket parks, south of the Art of Bounds sculpture, which is a structured landscape tubular berm known as the Caterpillar (“**South Pocket Parks**”);

(c) A projected 6,000 square foot entry plaza to Merriweather (“**Merriweather Main Gate**”) to include opportunities for food and beverage, retail and other concessions/displays;

(d) A projected 8,000 square foot, second floor architecturally finished, windowed venue, ranging from 15 feet to 30 feet tall, capable of hosting exhibits, training and rehearsals, recitals and performances, films and documentaries, lectures and other civic events (“**The Loft**”) to be located at the western edge of the Merriweather Main Gate;

(e) A projected 8,000 square foot, partially subterranean venue, 45 feet tall (“**Black Barn Theatre**”) also to be located at the western edge of the Merriweather Main Gate;

(f) A projected 6,000 square foot, partially subterranean black box theatre venue, 30 feet tall (“**Play Box**”) to be located at the eastern edge of the Merriweather Main Gate;

(g) A projected 6,000 square foot roof deck above the Play Box (“**Swirl Deck**”);

(h) A projected 8,000 square foot elliptical plaza space for public gathering, including interactive and show water fountains (“**Fountain Plaza**”);

i) A projected 6,000 square foot café bar, outdoor bar and catering kitchen located at grade immediately off of the Fountain Plaza, with additional outdoor bar and seating on the Fountain Plaza (the “**Fountain Café**”);

(j) A projected 6,000 square feet of theatrical education and rehearsal studio center, on the Play Box stage level (“**Play Ed**”)

(k) A projected 2,000 square foot retail gallery located on the Fountain Plaza opposite the Fountain Café (the “**Retail Gallery**”);

(l) The external components of the Cultural Venue Improvements consisting of the South Pocket Parks, Merriweather Main Gate, Swirl Deck, Fountain Plaza, Fountain Café and Retail Gallery are herein collectively defined as the External Venues (“**External Venues**”);

WHEREAS, as has historically been the case between CA and IMA, IMA wishes to continue to utilize portions of Symphony Woods for Event parking, an artist lounge, the location of various mobile operations, and hosting festivals and other larger scale performances;

WHEREAS, as the Concept Plan and Trust Easement anticipate these continued uses, Trust is willing to allow IMA to utilize those portions of Symphony Woods for these operational purposes under the terms of this Agreement;

WHEREAS, Trust desires shared use rights to the “public” portion of the MPP Area as identified on Exhibit A-4 (“**MPP Public Areas**”), for the public’s use and enjoyment when this portion of the MPP Area is not being used for gated Events;

WHEREAS, Trust wishes to obtain IMA’s assistance in operating the Chrysalis Stage and maintaining other portions of Symphony Woods; and

WHEREAS, IMA and Trust desire: (i) to establish the terms upon which IMA will host and produce concerts and assist with the maintenance of the Chrysalis Stage; (ii) to agree upon the shared use of the MPP Area and Symphony Woods in the future should the Commission obtain ownership of the MPP Area; and (iii) to establish general agreements for the use of the Cultural Venue Area and venues should they be constructed;

NOW, THEREFORE, for and in consideration of the above recitals, which are deemed to be a substantive and material part of this Agreement, and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree and covenant as follows:

I. Definitions

(a) Terms in bold shall be interpreted throughout this Agreement consistently with the definition provided at that part of the Agreement where bolded.

(b) Additionally, for the purpose of this Agreement, the following terms shall mean:

(i) “Programming” or “Event” shall generally mean any concert, festival or other entertainment event or cultural or civic programming (“**Programming**” or “**Event**”);

(ii) “MPP Event” is any Programming performed and hosted solely in the MPP Area, which shall include the VIP Shared Use Parking Lot, and use of the Butterfly Guest Services Building and/or the External Venues when constructed (“**MPP Event**”);

(iii) “Chrysalis Event” is any Programming that is hosted exclusively within the Chrysalis Use Area, as identified in Exhibit A-5, (“**Chrysalis Use Area**”) which shall include the VIP Shared Use Parking Lot and use of the Butterfly Guest Services Building once it is constructed (“**Chrysalis Event**”);

(iv) “Symphony Woods Event” is any Programming not hosted in the MPP Area, but rather hosted in the northern half of the Property, other than in the Chrysalis Use Area (“**Symphony Woods Event**”);

(v) “Festival Event” is any Programming hosted in the MPP Area and the Chrysalis Use Area and/or the Festival Areas identified on Exhibit B-1 (“**Festival Areas**”) (each a “**Festival Event**”); a “Festival Event Day” is the day on which the Festival Event occurs (each a “**Festival Event Day**”);

(vi) “MPP-Chrysalis Event” is any Programming hosted in the MPP Area and the Chrysalis Use Area, which does not extend to any other portion of Symphony Woods (each a “**MPP-Chrysalis Event**”);

(vii) “Cultural Venue Event” shall be any Programming which shall take place exclusively on or within the Cultural Venue Improvements (a “**Cultural Venue Event**”);

(viii) “Community Gathering Event” shall be any Programming anticipated to attract six hundred (600) people or less (a “**Community Gathering Event**”);

(ix) “Event Day” is any single calendar day during which any Programming occurs (each an “**Event Day**”). By way of example, if the Programming is a Festival Event which such Programming spans more than one calendar day and evening each such instance is herein defined as a discrete Event Day, so that a Festival Event which includes two days of Programming shall constitute two (2) Event Days. Conversely, Set-up Days and Take-down Days (as defined in Section VII(a) hereof) shall not be deemed an Event Day so that, by way of example, a Festival Event involving one Set-Up day, one day of Programming and one Take-down Day shall only constitute one Event Day; and

(x) “Concert Season” shall mean a typical outdoor concert season generally extending from April 1 to October 31 of each year (“**Concert Season**”).

II. Term

The term of this Agreement shall commence on the Effective Date and extend for a minimum period of ten (10) Concert Seasons, and shall further be extended for as long as the Commission Agreement is in effect provided that in no event shall the termination date of this Agreement extend beyond October 31, 2044 (the “**Term**”). Should IMA at any time after October 31, 2024 cease to serve as the operator or leasee of Merriweather, then this Agreement shall terminate thirty (30) days after IMA ceases to serve as the operator or lessee of Merriweather. The Term shall not in any event expire before October 31, 2024, except and unless this Agreement is terminated as a result of an uncured default, as later herein defined.

III. Parking Areas

a. Pursuant to the rights conferred and authority granted in the Trust Easement, Trust grants IMA an easement within each Concert Season of each year of the Term (collectively the “**Event Parking Easement**”) as follows:

(i) The area known as the Grass Parking Area (immediately east of the building identified as the “farmhouse” on Exhibit E (“**Farmhouse**”), where IMA’s offices are presently located, and the edges of the Merriweather Access Road, as shown on Exhibit C-1 (“**Grass Parking Area**”); and

(ii) The edges of the Symphony Woods Access Road as shown on Exhibit C-2 (“**Access Road Parking Area**”).

b. Trust may terminate the Event Parking Easement for any portion or all of the Grass Parking Area that it, in its sole discretion, develops.

c. Trust may terminate portions of or all of the Event Parking Easement along the edge of the Access Road, for future construction of improvements in this area, including improvements by others. In addition, IMA's right to use this easement may be limited by Trust, in its sole discretion, in order to facilitate access to any Cultural Venue Improvements then in existence; provided, however, that so long as the Event Parking Easement has not been terminated as provided in the prior sentence, Trust shall not limit IMA's use of the easement during any Festival Event. Notwithstanding anything herein to the contrary, once the Access Road is improved, should Trust continue to allow IMA the use of this portion of the Event Parking Easement, parking along the Access Road must be constrained solely to the designed and built parking spaces (*i.e.* no ad hoc parking along the road will be permitted.)

d. When any portion of the Event Parking Easement is not used by IMA during an Event Day, it shall remain available for public parking, and/or other Event use, under the sole control of Trust.

e. On all Event Days, whether or not the Event Parking Easement is available to IMA in whole or in part, the Access Road shall remain accessible to the public and IMA; with the exception that on all Festival Event Days, the Access Road may be closed by IMA.

IV. License for Artists' Lounge

a. Trust grants IMA a twelve (12) hour exclusive license on an Event Day of any MPP Event, Chrysalis Event and Symphony Woods Event, and a twenty-four (24) hour exclusive license on any Event Day of a MPP-Chrysalis Event and/or Festival Event, to the area known as the Artists Lounge Area, identified on Exhibit D attached hereto and made a part hereof (the "**Artist Lounge Area**"). IMA may place a temporary arbor, garden, shadowbox fence and platforms in the Artists Lounge Area during each Concert Season. IMA acknowledges that this Artist Lounge Area is in a flood plain and within the stream buffer zone, and that all outdoor "lounge" furnishings must be completely temporary and only used when needed. Moreover, during the use of the Artist Lounge Area, IMA shall take full environmental, casualty, property and all other responsibility and liability.

b. The Artist Lounge Area shall be closed to the public for a total of twelve (12) hours on the day of any MPP Event, Chrysalis Event, MPP-Chrysalis Event and/or Symphony Woods Event and for 24 hours on each day of a Festival Event. IMA shall establish the specific times the Artist Lounge Area will be closed to the public for each concert, festival or other performance.

c. This license shall last until the later of: (i) IMA constructing a permanent artist lounge; or (ii) Trust constructing structures upon or otherwise improving the Artist's Lounge Area.

V. Base Rent and Service Fee

a. *Base Rent.* IMA covenants and agrees to pay to Trust the amounts set forth on Exhibit F hereto as the annual base rent (the “**Base Rent**”) for IMA’s rights hereunder, which such annual rent shall be payable in equal installments on May 1st, June 1st, July 1st and August 1st of each calendar year. All payments shall be made to:

Inner Arbor Trust, Inc.
10630 Little Patuxent Parkway
Century Plaza Suite 315
Columbia, Maryland, 21044
Attention: Chief Executive Officer

b. *Maintenance and Load-in Services.* IMA will provide year-round maintenance, housekeeping, lawn care and general premises security for the Chrysalis Use Area; and manage and provide the labor (of the nature its regularly undertakes at Merriweather, such as the load in and out of artists’ production equipment) for the production and staging of any concerts or other performances at the Chrysalis Stage. IMA shall further provide the labor for any lawn care or maintenance services it is reasonably able to furnish throughout Symphony Woods that Trust may from time-to-time request. IMA shall charge and Trust shall pay for the services set forth in this Section V(b) (other than for load-in and out of concerts promoted by IMA or IMA’s affiliated company - It’s My Party, Inc. (“**IMP**”)) at rates that are usual and customary in the industry - - it being the express intention of the parties that IMA shall provide these services at usual and customary rates the Trust might otherwise be charged even if IMA does not incur proportionately higher costs than what it incurs to operate the MPP Area. To the extent IMA engages a third-party to provide any such services, it shall only be entitled to reimbursement of the amount charged by that third-party. It is expressly understood, however, that IMA is not required to pass-through to Trust any discounts, rebates or other such reductions it may receive from such vendor.

c. Each year, Trust shall utilize IMA to the extent that the charges for the services specified in Section V(b) in each year amount at a minimum to the service fees specified in Exhibit F hereto (the “**Service Fees**”). Trust shall remit payment of all Service Fees within forty-five (45) days of receipt of an invoice from IMA. IMA shall provide Trust a detailed invoice for all work performed including the hours billed, a description of the work and the classification and hourly rate IMA is charging Trust for the individual(s) performing the work. IMA shall be entitled to charge a five percent (5%) management fee on the amount of the Service Fees for work completed by IMA. To the extent the value of the services provided by IMA for the services set forth in Section V(b) does not equal the amount specified in Exhibit F for that year, Trust shall pay IMA by October 31 of that year the difference between the Service Fees specified in Exhibit F and value of the service provided or to be provided by the end of the year. In the event that IMA does not perform services in a given year in the amount of the Service Fees paid by Trust, Trust may carry forward to the next succeeding year the amount not utilized for services; provided, however, that Trust cannot carry forward more than twenty percent (20%) of the Service Fees due in one year into the next year. IMA shall have no obligation to provide any services once its charges reach the amounts specified in Exhibit F.

d. Except for any Programming IMA, its affiliates or other related parties host at the Chrysalis Stage, whether as part of a Festival Event, MPP-Chrysalis Event or Chrysalis Event, IMA shall not be required to provide any equipment for the production or staging, bear the cost of any third-party services, provide security, ushers or other Event staff for concerts or other performances at the Chrysalis Stage. IMA shall not be obligated to perform or pay for any repairs, replacement of equipment, fixtures or structures or any improvements to the Chrysalis Stage, its amphitheater grounds or any other portion of Symphony Woods except for any repairs or replacement of damage caused by IMA, its contractors, agents, employees, representatives or performers.

VI. Ancillary Lease Agreements

a. It is contemplated that Trust will enter into agreements with MPBT and/or the Commission under which, *inter alia*, Trust may lease or provide an easement to MPBT or the Commission for: (i) the ADA Parking Area and Eastern Toilet Area; (ii) the “Fenceline Areas” identified on Exhibit A-6 (the “Fenceline Areas”); and (iii) the “Mobile Office and Storage Area” identified on Exhibit A-7 (the “Mobile Office and Storage Area”), and MPBT or the Commission granting public access to certain portions of the MPP Area on non-Event days. The lease or license for the Mobile Office and Storage Use shall expire upon the completion of the improvement to be done to Merriweather by MPBT or the Commission, as per the JDA.

b. Trust shall not require MPBT or Commission to provide any monetary or performance consideration for the lease or easement provided for the areas identified in Section VI(a) above other than the requirement to repair and maintain the improvements placed thereon.

c. Should Trust fail to enter into a lease or easement with MPBT or Commission, it shall provide an easement to IMA for the Fenceline Areas and Mobile Office and Storage Area during the Concert Season each year for the operation of Merriweather. Trust shall not receive any additional consideration for these easements beyond the consideration specified in this Agreement provided that the easements shall contain an obligation to repair and restore the Fenceline Areas (reasonable wear and tear excepted) at the conclusion of the easement and other commercially acceptable ancillary terms.

d. During the term of this Agreement, IMA shall cooperate in allowing the MPP Public Areas to be used by and for the benefit of the public except for: (i) an Event Day, (ii) the day before and the day after a MPP Event anticipated to attract 12,000 or more guests; (iii) the day before, the day after, and the day(s) of a MPP-Chrysalis Event and/or Festival Event, and (iv) during any day outside the Concert Season. Notwithstanding any other provision of this Agreement, the Merriweather stage and backstage areas are not included within the MPP Public Areas and public access thereto shall always be prohibited. Weather permitting, IMA shall keep a minimum of one (1) of each of a mens and womens toilets available for use when the MPP Public Areas are open to the public.

e. IMA grants a license to Trust for the remaining Term of this Agreement to the MPP Public Areas for the public use and benefit conditioned and to become effective upon IMA’s execution of a lease for the MPP Area (as opposed to the present Operating Agreement pertaining to the MPP Area). The license is granted upon the terms and conditions set forth in

Section VI(d) hereof except that the MPP Public Areas shall be available for public use during the off-season as well, and, upon the completion of construction and the opening of the Eastern Toilet Area, at least one of the men's and women's bathrooms in that area shall be available for public use weather and seasonal conditions permitting.

VII. IMA Use of Symphony Woods for Festivals and Other Performances

a. Subject to the terms and conditions contained in this Agreement, Trust licenses the Festival Areas and the Chrysalis Use Area to IMA for use in hosting Festival Events and Symphony Woods Events for the specific Event Days and days required for set-up of the Event (each a "**Set-up Day**") and for the days required to take-down such Events (each a "**Take-down Day**").

b. IMA shall be entitled to host seven (7) Festival Events or Symphony Woods Events (with associated Set-Up Days and Take-Down Days) each Concert Season spanning up to eleven (11) Event Days as part of the Base Rent. Festival Events and Symphony Woods Events may be promoted by IMA, IMP or a third-party promoter with whom IMA contracts or for which IMA agrees to host such an Event. Notwithstanding anything herein, irrespective of the affiliate or other contractually related party promoting any given Programming on the Property, IMA shall always manage the Event Day and any Set-up Days or Take-down Days, and shall under all circumstance remain completely responsible to Trust as per the terms of this Agreement.

c. Subject to obtaining the prior written consent of Trust, which consent may be withheld in Trust's sole discretion, IMA shall have the ability to use the Festival Areas for more than eleven (11) Event Days, subject to Article XI and under the following conditions:

(i) IMA promptly pays Trust additional cash rent in the amount set forth on Exhibit G, attached hereto and made a part hereof for each additional Festival Event Day ("**Additional Festival Rent**");

(ii) The total of all Set-up Days and Take-down Days in Symphony Woods cannot exceed twenty (20) days during any Concert Season.

d. IMA shall have the right to construct temporary stages and/or equipment associated with the Event Day Programming within the portions of the Festival Area identified on Exhibit B-2 and referred to as "Festival Stage Area (and Access Prior to Park Improvements)". During any Set-up Day or Take-down Day, IMA may block off access to portions of the Festival Area as is reasonably necessary to erect or remove the stages and equipment, for the safety of the public and/or for the protection of IMA's property and equipment, all other areas within Symphony Woods shall remain open to the public for its use during all Set-up Days and Take-down Days and specifically, all public pathways within Symphony Woods shall remain unobstructed and access and use shall be maintained for the Butterfly Guest Services Building, the Cultural Venue Improvements, the Merriground Play Area, the Picnic Table and the Caterpillar, as each is identified on Exhibit B-3 and referred to as "Festival Stage Area Access As Park Improvements Are Built (Merriground Play Area, Picnic Table, Caterpillar, and Butterfly)".

e. IMA shall prepare, and Trust shall reasonably approve, logistical plans for Set-up Days, Festival Event Days and Take-down Days, which employ all commercially viable means to limit the use of heavy vehicles and equipment on Symphony Woods, which plan shall set forth the ingress and egress areas to be used by IMA for its activities during the Festival Event Days, Set-up Days and Take-down Days. During the time prior to completion of the first Cultural Venue Improvement, access to the Festival Stage Area shall be achieved based on the path illustrated on Exhibit B-2. After completion of the first Cultural Venue Improvement, access to the Festival Stage Area shall be achieved based on the path illustrated on Exhibit B-3. All of IMA's activities within the Festival Areas shall be subject to the landscaping approved as part of the approved SDP for Symphony Woods and each logistical plan will evidence that the landscaped areas shall be protected during any Festival Event Day, Set-up Day and Take-down Day. Except for under the terms of the Event Parking Easement pertaining to Access Road Parking Area and the Grass Parking Area, at no time will any turf areas in Symphony Woods be used for parking vehicles or for parking trucks or equipment used as part of the set-up or take-down of any Festival Event.

f. IMA shall have the right to use the areas identified as interstitial areas between the Festival Stage Areas and within the Festival Area (the "**Interstitial Use**") during Festival Events or Symphony Woods Events, for audiences, food and beverage services, retail sales, exhibits and promotions; provided, however, that such use must not permanently damage any element of Symphony Woods as shown on the approved SDP, including, but not limited to, improvements, plantings and landscapes.

g. IMA shall be responsible for all operational issues including, without limitation, any crowd management, parking, security, emergency services, production, equipment and stage management during any Events utilizing Symphony Woods or the Chrysalis Stage.

h. IMA shall return all areas of Symphony Woods or the Chrysalis Stage and amphitheater to their pre-festival or other Event condition, including, without limitation, any sodding, aerating and/or overseeding required to return the grassy areas to its condition prior to the Event ("**Take-down Requirements**"). This obligation is independent of IMA's maintenance obligations, as defined in Article V of this Agreement and the costs associated with the Take-down Requirements shall not be charged to Trust as part of the Service Fees. Following an Event Day, IMA shall, as a first priority, perform the work required to remove all stages and equipment from Symphony Woods and clear Symphony Woods of all trash and debris prior to performing work in the MPP Area. Following an Event Day which is not followed by a Take-down Day, IMA shall complete all such work in Symphony Woods by no later than 8:00 a.m on the day following the Event Day. It is hereby agreed that, should in, IMA's reasonable judgment, weather or soil conditions make taking down festival stages or other equipment impractical or likely to damage Symphony Woods, then IMA may delay the take down until conditions permit this work to be accomplished. Should, in IMA's reasonable judgment, forecasted weather conditions make it prudent to advance the time required for erecting festival stages or other equipment in order to reduce the risk of damaging Symphony Woods, then upon notice to Trust and with Trust's consent, which consent shall not be unreasonably withheld, conditioned or delayed, IMA may advance the time of setting up such equipment and stages. Any time between when the set up of a Festival Event is accelerated and the Festival Event or during which taking down a Festival Event is delayed because of weather or soil conditions shall

not constitute a Set-up Day or Take-down Day, as the case may be. Should it be impractical for IMA to perform a portion of this obligation immediately after a specific Event, for reasons such as another Event is scheduled in the same area of Symphony Woods in a few weeks, making any attempt to sod or overseed pointless, then, in such cases, IMA shall communicate with the Trust the facts of the circumstance, and immediately do whatever is practical to protect the Symphony Woods property, until the sodding, overseeding or other necessary action that arises from IMA's obligation, is practical.

i. Notwithstanding anything above-stated to the contrary, IMA shall not have the right to use the streams and stream buffer areas within Symphony Woods.

j. IMA shall pay all charges for water, heat, gas, electricity, sewage, telephone and similar utilities and services resulting from its occupancy or use of Symphony Woods.

k. Any portion of the Festival Area used by IMA for a Festival Event shall be closed to the general public for the Event Day(s).

l. Trust will not, and will not allow another private sector entity (including any entity engaged in the business of promoting, producing or hosting music concerts or operating music venues), to promote, host, produce or otherwise present rock, jazz, country, rap, hip-hop, electronic dance (EDM) or other pop-culture music concerts festivals or other performances in Symphony Woods. Notwithstanding anything above-stated to the contrary, Trust may allow Symphony Woods to be used for a music concert by a performer, regardless of genre, whose average attendance in the previous twelve (12) calendar months is less than two thousand (2,000) people, provided that it gives IMA the first right of refusal to host or produce the concert on the same terms and conditions offered by or to that entity. Trust shall provide written notice to IMA of the opportunity to produce the Event containing the terms and conditions offered to the other entity to host the Event and IMA shall have five (5) days to notify Trust whether IMA is exercising its right of first refusal and will host the Event under the terms and conditions set forth in the notice from Trust. If IMA does not provide written notice exercising its right of first refusal within said five (5) day period, then IMA shall have waived its right to first refusal and Trust shall be free to contract with the other entity to host the Event. Notwithstanding anything contained herein to the contrary, Trust retains all rights to cultural, civic and private events of any scale, and to all events supported or promoted by civic and cultural entities, including without limitation, CA, Howard County Government, the Commission, Howard County Arts Council, Howard County Public School System, Howard County Library System, Howard Community College, Columbia Festival of The Arts, Columbia Center for Theatrical Arts, and other Howard County arts, culture and civic organizations.

VIII. Operation of Chrysalis Use Area Stage

a. Subject to the terms and conditions contained in this Agreement including, without limitation, Article XI hereof, Trust grants IMA a license to use the Chrysalis Use Area to host stand-alone concerts, MPP-Chrysalis Events or other performances presented at the Chrysalis Use Area (not as part of a Festival Event) effective upon the completion of the Chrysalis Stage, and for the Term remaining. These concerts or performances may be promoted by IMA, IMP or any other affiliated entity or a third-party promoter with whom IMA contracts

or for which IMA agrees to host a concert. Until a permanent Chrysalis Stage and facility is constructed, IMA shall have the right to construct temporary stages in the Chrysalis Use Area in order to utilize that area, so long as such use in no way hinders, impedes or delays the construction of the Chrysalis Stage. Upon request by Trust, IMA will also construct temporary stages at Trust's expense for use by Trust for events that neither IMA nor IMP promote.

b. IMA shall have the right to host or produce three (3) MPP-Chrysalis Events of one (1) Event Day in duration (in addition to the seven Festival Events specified in Article VII hereof) per Concert Season without providing any additional compensation to Trust or sharing any of the rental income or other revenues from the MPP-Chrysalis Event with Trust. Any Set-up Days and Take-down Days involved in the MPP-Chrysalis Events under this paragraph shall not count against the limitations set forth in Section VII(c)(ii) of this Agreement.

c. Except as set forth in Section VIII(b), IMA and Trust shall equally share the Net Rental Income from the concerts or performances IMA hosts at the Chrysalis Stage Area under this Section VIII. "**Net Rental Income**" shall mean all rental income derived from such an Event minus any out-of-pocket or other costs or expenses not usually incurred in hosting or producing a concert, which a third-party is not required to reimburse IMA. Trust shall not bear any risk of loss from any Event hosted by IMA and negative Net Rental Income shall not be charged to or due from Trust. To the extent IMA, IMP or any affiliated company of IMA is the promoter, the Net Rental Income shall be deemed to be the amount set forth in Exhibit G hereto.

d. For any Events IMA hosts or that are otherwise promoted by IMP or any other affiliated entities, IMA shall have the exclusive right to provide concessions at the Chrysalis Stage either directly or through its selected third-party vendor(s) in nonpermanent facilities it shall be entitled to set up on an Event specific basis. IMA shall also have the exclusive right to provide the concessions either directly or through its selected third-party vendors for any Events at the Chrysalis Stage that it hosts or that otherwise is promoted by IMP or any other affiliated entities in any long-term or permanent facilities or stands that may be constructed by or with the permission of the Trust other than in the Butterfly Guest Services Building. It is the intention that a concession facility or stand will be constructed in the Butterfly Guest Services Building and that facility or stand shall be entitled to operate during Events IMA hosts or that are promoted by IMP or any other affiliated entity. The parties shall negotiate in good faith to determine how the concessions will be provided in the Butterfly Guest Services Building, keeping in mind that: 1. "Street pricing" (as opposed to event pricing), competitive with nearby conventional commercial establishments, must be maintained during all non-Event periods; and, 2. The quality of the food service is commercially competitive with what is known in the industry as "Fast Casual". IMA shall receive all net concession income for Events that it hosts or that are otherwise promoted by IMP or any other affiliated entity. For the duration of an Event hosted by IMA (*i.e.*, from the opening of the "Doors" until one hour after the conclusion of the entertainment), the Trust will direct what it otherwise would have received from its concessionaire(s), to IMA.

e. During the term of this Agreement, if Trust is granted the right to use or access the VIP Shared Use Parking Lot, as identified on Exhibit C-3 ("**VIP Shared Use Parking Lot**") by MPBT, the Commission or any other party which has the legal right to grant to Trust such rights in the VIP Shared Use Parking Lot, IMA shall not interfere with Trust's rights to use design or access such lot other than when utilized for MPP Events, MPP-Chrysalis Events,

Symphony Woods Events or Festival Events. In the event that IMA is granted a lease by the then current owner of MPP or is otherwise granted the right to use or lease MPP and Trust has not been granted rights in the VIP Shared Use Parking Lot, IMA shall, to the extent it has the right to do so, grant Trust the right to use, design or access the VIP Shared Use Parking Lot for parking for the Chrysalis Stage and for ingress and egress to the Chrysalis Stage and to serve the general public use of Symphony Woods, at times during which there is no Programming (“VIP Shared Use Parking Lot Easement”). The Trust shall not install more handicapped parking spaces than are necessary for the Chrysalis Stage to satisfy all legal and regulatory requirements.

f. IMA will not object to Trust’s plans and intent to construct certain circulation improvements (*i.e.* stairs and paths into Symphony Woods from the VIP Shared Use Parking Lot), and to vehicular access to the access road to the Chrysalis Stage, all within the area identified as the Permitted Build Zone identified on Exhibit A-8 (“**Permitted Build Zone**”). Additionally, IMA will not build or support the building of any structures in the Permitted Build Zone.

g. Trust will not, and will not allow any private sector entity (including any entity engaged in the business of promoting, producing or hosting music concerts or operating music venues), to promote, host, produce or otherwise present rock, jazz, country, rap, hip-hop, electronic dance (EDM) or other pop-culture music concerts festivals or other performances in the Chrysalis Use Area. Notwithstanding anything above-stated to the contrary, Trust may allow Chrysalis Stage Area to be used for a music concert by a performer, regardless of genre, whose average attendance in the previous twelve (12) calendar months is less than two thousand (2,000) people provided that it gives IMA the first right of refusal to host or produce the concert on the same terms offered by or to the person or entity that would otherwise host, promote or produce that music concert. Notwithstanding anything above-stated to the contrary, Trust retains all rights to cultural, civic and private events held in the Chrysalis Use Area, of any scale, and to all events supported by or promoted by civic and cultural entities, including without limitation, CA, Howard County Government, the Commission, Howard County Arts Council, Howard County Public School System, Howard County Library System, Howard Community College, and Columbia Festival of The Arts, Columbia Center for Theatrical Arts, and other Howard County arts, culture and civic organizations.

IX. Use Consistent with Trust Easement

a. IMA shall only use or permit others to use any areas within the Property for Programming that is consistent with the Permitted Uses defined in the Trust Easement, and shall in no event use or permit others to use the Property for any Prohibited Uses, as set forth in the Trust Easement.

b. If a notice of default of the Trust Easement is delivered to Trust by CA based on IMA’s usage of the Property, upon receipt of notice of such default notice, whether such notice is provided to IMA by CA or Trust, IMA shall immediately cease and desist from using or permitting others to use any portion of the Property for said use which is the subject of such default notice and shall not recommence such use, unless and until such time as Trust provides notice to IMA that such use can be recommenced, except to the extent that such notice of default is based upon actions IMA has taken consistent with the rights conferred under this Agreement.

X. Cultural Venue Improvements

a. Unless otherwise inconsistent with IMA's obligations under the Operating Agreement, IMA will not take any action that may infringe upon Trust's ability to construct the Cultural Venue Improvements and, to the extent it obtains a leasehold or other real property interest in the MPP Area, will not construct any buildings or other structures in the Cultural Venue Area. The parties' obligations under this Section X(a) shall expire at the end of the minimum Term of this Agreement, unless Trust has previously provided written notice within that period that it has obtained the funding necessary to construct all or a substantial portion of the Cultural Venue Improvements within the MPP Area ("**Funding Notice**").

b. At any time within ten (10) years of the date hereof, IMA shall not object to and will publicly support (without obligation to incur any direct cost) Trust presenting the Cultural Venue Improvements for governmental approvals, financing proposals and for marketing purposes. IMA shall have the right to approve of the schematic design of any Cultural Venue Improvements that will be constructed, wholly or partially, in the MPP Area, and such approval shall not be unreasonably withheld or delayed.

c. IMA shall not be permitted to use the Cultural Venue Area during construction provided that work on the Cultural Venue Improvements begins within a year of the receipt of the Funding Notice and continues unabated to completion without interruption for more than any contiguous one-year period.

d. IMA shall not have any obligation to contribute to the costs of constructing the Cultural Venue Improvements or in any manner bear any such costs.

e. Construction of the Cultural Venue Improvements shall not preclude, interfere with or limit IMA's ability to host and produce concerts at Merriweather or within the MPP Area during the Concert Season. Trust shall furthermore use commercially reasonable efforts, including scheduling major construction in the off-season to the extent feasible, to avoid interfering with IMA's ability to use Symphony Woods during the Concert Season for Festival Events.

f. For Event Days and upon completion of the Cultural Venue Improvements, Trust grants IMA the license to limited use of the Cultural Venue Improvements, as defined below, through the remainder of the Term. Recognizing that the Cultural Venue Improvements are only in concept stage, so that the parties cannot specifically at this point set forth the uses IMA may make of them, the parties agree that IMA shall be permitted to use the Cultural Improvements Area and Cultural Venue Improvements to supplement Merriweather's operations and that no use of Symphony Woods will be permitted by individuals or entities without a ticket to the Event within a line of sight of the Merriweather stage or any videoscreens or that would allow them to experience the concert the same as a fan sitting at the end of the lawn seating. Without limiting the generality of the foregoing, IMA shall be entitled to use:

i. The Butterfly Guest Services Building to both (a) protect against individuals or entities without a ticket to the Event having a line of sight of the Merriweather stage or any video screens or allow said individuals or entities to

experience the concert the same as or better than a fan sitting at the end of the lawn seating, and (b) supplement the operation of Merriweather and use of the MPP Area;

ii. For any given Event Day, an interior facility within the Cultural Venue Improvements, which such facility shall be at Trust's sole discretion, for smaller, limited capacity ancillary gatherings (e.g. VIP pre-Event receptions, VIP meet & greets with artists, and VIP post-Event parties); and

iii. The External Venues (and any external portions of any other Cultural Improvement Venues) to both (a) protect against individuals or entities without a ticket to the Event having a line of sight of the Merriweather stage or any video screens or allow said individuals or entities to experience the concert the same as or better than a fan sitting at the end of the lawn seating, and (b) supplement the operation of Merriweather and the MPP Area.

g. All revenues generated from the Event Day use of the areas described in i, ii, and iii immediately above, shall be captured by IMA, its affiliate, or any promoter of those Events (including IMP) and/or the artist (as those parties may agree); and, in the case of the Butterfly Guest Services Building and the Fountain Café, remitted to IMA by Trust, subject to Trust's agreements with third-party concessionaires.

h. During Event Days of Festival Events Trust will block the use of the Cultural Improvement Area or Cultural Venue Improvement, so as to avoid cross access issues.

i. Beginning one hour before the public is allowed into Merriweather for a MPP Event or MPP-Chrysalis Event and continuing until at least one hour after the end of such Event, Trust will not permit a use of the Cultural Improvement Area or Cultural Improvement Venues that has line of sight to the Programming or that would allow users to experience the concert the same as or better than a fan sitting at the end of the lawn seating, without users paying admission or other consideration to IMA in an amount and on terms acceptable to IMA.

j. The parties agree to negotiate in good faith the operational protocols of the Cultural Improvement Area, Cultural Venue Improvements consistent with the general principles set forth herein.

XI. Scheduling

a. IMA shall maintain a master calendar which will be the single source where all Events are scheduled and confirmed ("**Calendar**"). As Events are being created and planned, IMA, and any party authorized by IMA, shall have the right to place a hold on a date or dates (each a "**Hold Date**") for a planned Event on the Calendar.

b. Trust or IMA, and any party authorized by IMA or Trust, may place a Hold Date on the Calendar for any date and multiple events can be placed on the Calendar. When multiple Events are placed on the Calendar, the Event in the highest Event Class shall have priority with regard to any conflict in scheduling the proposed Events. When placing a Hold Date on the Calendar, the party shall list the following information: (i) the dates or dates being held for the

Event, (ii) the start time and stop time for the Event, (iii) the anticipated attendance for the Event, and (iv) the Event Class for the Event, as defined below. Each Event shall be placed in one of the six (6) following Event Classes which are listed below by order of priority:

- (1) A MPP Event;
- (2) A Festival Event;
- (3) A MPP-Chrysalis Event;
- (4) A Chrysalis Event;
- (5) A Cultural Venue Event; or
- (6) A Community Gathering Event (each class of Event described above, an

“Event Class”).

(c) Until a Hold Date has reached its maturity date, as set forth on the table below (“Maturity Date”), a party shall have the right to schedule an Event of a higher priority Event Class on such date which would require the rescheduling of the lower priority Event and thereafter the date shall be held for the higher priority Event. The Maturity Date for each Hold Date shall be established based on its Event Class as follows:

<u>EVENT CLASS</u>	<u>MATURITY DATE</u>
MPP Event	90 days prior to Hold Date
Festival Event	120 days prior to Hold Date
MPP-Chrysalis Event	120 days prior to Hold Date
Chrysalis Event	90 days prior to Hold Date
Cultural Venue Event	90 days prior to Hold Date
Community Gathering Event	60 days prior to Hold Date

(d) **IMA may confirm a Hold Date anytime before its Maturity Date. Trust may confirm a Hold Date as of its Maturity Date, if said Hold Date has not previously been removed to accommodate a higher priority Event.** If a party desires to confirm a Hold Date, the party shall send notice to IMA and Trust stating that the party is confirming its Hold Date (“Confirmation Notice”). A party which has a Hold Date for an Event of a higher Event Class which will occur on the Hold Date being confirmed, can require the release of the Hold Date by giving notice to the party attempting to confirm the Hold Date within seventy-two hours of receipt of the Confirmation Notice. Once a Hold Date is confirmed and the seventy-two hour notification period has elapsed, such Hold Date shall not be subject to removal to accommodate a higher priority Event, except as expressly provided below. If a Hold Date reaches its Maturity Date and has not yet been confirmed then a party who desires to hold a different Event on such date which has been booked for that date can request the release of the Hold Date in order to accommodate the other Event. The Hold Date for the original Event shall be released unless the party who placed the Hold Date on the Calendar confirms, within seventy-two (72) hours of the request that the Hold Date be released, that the Event will occur on the Hold Date. If the party which placed the Hold Date on the Calendar for the original Event does not confirm the Hold Date within the seventy-two (72) hour period provided for such confirmation, the Hold Date shall be released and the organizer of the other Event shall have a hold on such date, thereafter.

(e) IMA shall have the right up to two (2) times in any Concert Season, to bump a lower priority Event after it has been confirmed in order to accommodate the scheduling of a MPP Event; provided, IMA gives the party with a Hold Date for the lower priority Event notice at least thirty (30) days prior to the date of such lower priority Event and makes a payment of up to Ten Thousand and 00/100 Dollars (\$10,000.00) to the party hosting the lower priority Event, to cover the costs of rescheduling the Event.

(f) IMA shall not place a Hold Date on the Calendar for a MPP Event, unless IMA is actively negotiating with an act or its agent for an Event on that date. IMA shall have the right to place Hold Dates for a MPP Event on alternative dates; provided, however, that IMA shall release any alternative Hold Date for an Event once the actual date for the Event has been established. A party shall promptly release Hold Dates for an Event once it is determined that the Event will not in fact be occurring on the Hold Date.

(g) In advance of an upcoming Concert Season, IMA may place Hold Dates on the Calendar for up to thirteen (13) Festival Event Days, for up to seven (7) Festival Events, and corresponding Set-up Days and Take-down Days.

(h) Notwithstanding the designation of a date as a Hold Date for a specific Event, another party may, subject to the restrictions outlined below, schedule another Event on that date:

(i) On a Hold Date for a MPP Event, a Cultural Venue Event can take place before, during or after the MPP Event; provided, however that any Cultural Venue Event which would allow any individuals or entities without a ticket to the MPP Event a line of sight of the Merriweather stage or any video screens, or allows individual or entities to experience the MPP Event the same or better than a fan sitting at the end of the lawn seating for the Merriweather stage shall end ninety (90) minutes prior to the scheduled opening of the doors for the MPP Event or commence ninety (90) minutes after the MPP Event is scheduled to end;

(ii) On a Hold Date for a MPP Event, a Community Gathering Event can take place before, during or after the MPP Event; provided, however, that any Community Gathering Event which would allow any individuals or entities without a ticket to the MPP Event a line of sight of the Merriweather stage or any video screens, or allows individual or entities to experience the MPP Event the same as or better than a fan sitting at the end of the lawn seating for the Merriweather stage shall end ninety (90) minutes prior to the scheduled opening of the doors for the MPP Event or commence ninety (90) minutes after the MPP Event is scheduled to end;

(iii) On a Hold Date for a MPP Event, a Chrysalis Event can take place before or after the MPP Event; provided, however, that any Chrysalis Event shall end ninety (90) minutes prior to the scheduled opening of the doors for the MPP Event or commence ninety (90) minutes after the MPP Event is scheduled to end;

(iv) On a Hold Date for a Festival Event, no other Events can be held except that a MPP Event can be held with doors opening at 6:30 P.M or later on the Hold Date for Wine in the Woods or a successor Event. Once a Festival Event is scheduled for a

Concert Season it shall not be subject to being required to reschedule except to the extent necessary to accommodate an MPP Event to occur the evening of such Festival Event, as provided in the previous sentence;

(v) On a Hold Date for a MPP-Chrysalis Event, Cultural Venue Events may be held before, during or after the MPP-Chrysalis Event; provided, however, that any Cultural Venue Event which would allow any individuals or entities without a ticket to the MPP-Chrysalis Event a line of sight of the Merriweather stage or Chrysalis stage or any video screens, or allows individual or entities to experience the MPP-Chrysalis Event the same as or better than a fan sitting at the end of the lawn seating for the Merriweather stage or Chrysalis stage shall end ninety (90) minutes prior to the scheduled opening of the doors for the MPP-Chrysalis Event or commence ninety (90) minutes after the MPP-Chrysalis Event is scheduled to end;

(vi) On a Hold Date for a MPP-Chrysalis Event, Community Gathering Events may be held before, during or after a MPP-Chrysalis Event; provided, however, that any Community Gathering Event which would allow any individuals or entities without a ticket to the MPP-Chrysalis Event a line of sight of the Merriweather stage or Chrysalis stage or allows individual or entities to experience the MPP-Chrysalis Event the same as or better than a fan sitting at the end of the lawn seating for the Merriweather stage or Chrysalis stage shall end ninety (90) minutes prior to the scheduled opening of the doors for the MPP-Chrysalis Event or commence ninety (90) minutes after the MPP-Chrysalis Event is scheduled to end;

(vii) On a Hold Date for a Chrysalis Event, Cultural Venue Events may be held before, during or after a Chrysalis Event; provided, however, that any Cultural Venue Event which would allow any individuals or entities without a ticket to the Chrysalis Event a line of sight of the Chrysalis stage or any video screens, or allows individual or entities to experience the Chrysalis Event the same as or better than a fan sitting at the end of the lawn seating for the Chrysalis stage shall end ninety (90) minutes prior to the scheduled opening of the doors for the Chrysalis Event or commence ninety (90) minutes after the Chrysalis Event is scheduled to end;

(viii) On a Hold Date for a Chrysalis Event, Community Gathering Events may be held before, during or after a Chrysalis Event; provided, however, that any Community Gathering Event which would allow any individuals or entities without a ticket to the Chrysalis Event a line of sight of the Chrysalis stage or any video screens, or allows individual or entities to experience the Chrysalis Event the same as or better than a fan sitting at the end of the lawn seating for the Chrysalis stage shall end ninety (90) minutes prior to the scheduled opening of the doors for the Chrysalis Event or commence ninety (90) minutes after the Chrysalis Event is scheduled to end;

(ix) Symphony Woods shall remain open to the public during all Events except for Festival Events.

XII. Merriweather Improvements and Renovations

a. It is contemplated that new offices will be constructed for IMA as part of the Merriweather improvements (“**New IMA Offices**”). Within one hundred eighty (180) days after IMA’s occupation of the New IMA’s Offices, IMA shall, if it has right to do so, cause the

demolition, or urge the party who does have the right to demolish the Farmhouse (together with the surrounding area, the “Farmhouse Area”) in which its existing offices are located, and upon such demolition, IMA shall (to the extent it has the authority to do so) grade and sod the area, free of any hazards and environmental defects, where the Farmhouse was located.

b. After the grading and sodding of the Farmhouse Area, the Farmhouse Area shall be considered by IMA and Trust to be part of the Grass Parking Area and, therefore, operate under the terms of the Event Parking Easement.

XIII. Insurance

a. IMA shall maintain throughout the terms of this Agreement comprehensive general liability insurance policy or policies, covering claims for bodily and personal injury, death and property damage arising out of any Programming or other use of the Property, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) in the aggregate. As per the Trust Easement, if IMA or any of its affiliates, agents, or contractors propose to use pyrotechnics in Symphony Woods, Trust and Howard County Fire and Police Departments shall be notified appropriately in advance, and the insurance sums stipulated above in this paragraph shall be doubled for the specific Event Day(s) in which the pyrotechnics are used in Symphony Woods.

b. On the tenth and twentieth anniversary of the Effective Date, Trust shall have the right to require IMA to increase the limits of its coverages to limits which are commercially reasonable based on the coverage limits then being required by landlords in the Columbia, Maryland market.

c. Trust, CA and Howard County shall be named as additional insureds on each policy of insurance required under this Agreement.

d. All insurance provided for in this Agreement shall be enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of Maryland.

e. Each policy shall provide for at least thirty (30) days’ notice to Trust, CA and Howard County of any change or cancellation thereof. Certificates of insurance evidencing the requisite coverage and payment of premium shall be delivered to Trust at the time of execution of this Agreement.

f. In the event IMA conducts or performs, or engages any person, firm or corporation as an independent contractor to conduct or perform, any security or crowd management services with respect to Programming on the Property, IMA shall acquire, or require their agent or contractor to acquire, general liability, errors and omissions, false arrest, detention and imprisonment, malicious prosecution, libel, slander, defamation, or violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy, auto non-ownership and hired car, intentional and accidental assault and battery, property damage, contractual liability, independent contractors and named insured, and other appropriate insurance coverages in the amounts stated in subsection (a)-(e) above, and each such policy shall comply with the requirements of Section a above.

g. Trust shall be responsible for obtaining property and casualty insurance upon the Chrysalis Use Area, Cultural Improvements and Cultural Improvement Venues and all areas of Symphony Woods in an amount equal to the fair market value of those improvements or areas.

h. Trust shall maintain throughout the terms of this Agreement comprehensive general liability insurance policy or policies, covering claims for bodily and personal injury, death and property damage arising out of any Programming or other use of the Property, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) in the aggregate.

i. On the tenth and twentieth anniversary of the Effective Date, if Trust requires IMA to increase the limits of its coverage then IMA shall have the right to require Trust to increase the limits of its coverages to limits which are commercially reasonable based on the coverage limits then being required by landlords in the Columbia, Maryland market.

j. The additional insureds listed on Exhibit H (“**IMA Additional Insureds**”) shall be named as additional insureds on each policy of insurance required to be carried by Trust under this Agreement.

k. All insurance provided for in this Agreement for Trust to carry shall be enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of Maryland.

l. Each policy shall provide for at least thirty (30) days’ notice to IMA Additional Insureds of any change or cancellation thereof. Certificates of insurance evidencing the requisite coverage and payment of premium shall be delivered to IMA at the time of execution of this Agreement.

m. In the event Trust conducts or performs, or engages any person, firm or corporation as an independent contractor to conduct or perform, any security or crowd management services with respect to Programming on the Property, Trust shall acquire, or require their agent or contractor to acquire, general liability, errors and omissions, false arrest, detention and imprisonment, malicious prosecution, libel, slander, defamation, or violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy, auto non-ownership and hired car, intentional and accidental assault and battery, property damage, contractual liability, independent contractors and named insured, and other appropriate insurance coverages in the amounts stated in subsection (f)-(l) above, and each such policy shall comply with the requirements of Section a above.

XIV. Assignment

a. IMA shall not assign this Agreement or permit any total or partial assignment thereof by operation of law, equity or otherwise, nor let or sublet the whole or any part of the Property without Trust’s prior written consent.

b. The transfer of ownership through inheritance, of all or portions of any ownership interest in IMA shall be permitted without Trust’s approval. No sale of fifty (50%) percent or less of the ownership interests of IMA shall be deemed an assignment hereunder. Trust shall

have the right to approve of any sale of greater than 50% of the ownership interests in IMA, which such approval shall not be unreasonably withheld.

XV. Inspection of the Property

IMA has inspected the Property, including all improvements, and hereby acknowledges that they as presently existing are suitable for its purposes as contemplated herein. Except as otherwise set forth herein, Trust makes no representation as to the validity or legality of IMA's proposed use or purpose.

XVI. Maintenance of the Property

IMA shall maintain the Fenceline Areas and Mobile Office and Storage Area, and while using them, those portions of the Property subject to an easement or license, in a clean, orderly, safe and sanitary condition, preserve them in the same condition as when received, reasonable wear and tear excepted. IMA shall not permit trash or debris to accumulate or be stored on any section of the leased portions of the Property in such a way as to become unsightly, odorous, a fire hazard, a nuisance or unsanitary.

XVII. Conduct of Operations

a. IMA agrees to comply with all applicable public laws, rules and regulations with respect to use of the Property. IMA shall also be responsible for determining the need for and obtaining any inspections, permits or other authorization required by Howard County, the State of Maryland, or any other state, federal or local law or regulation for any Event for which it utilizes the Property and for the payment of all fees and taxes that may be levied by any governmental jurisdiction upon the conduct of IMA's operations on the Property.

b. IMA, at its own expense, shall obtain and keep in effect all licenses or permits that may be required for the operation of Merriweather.

c. IMA shall in no event be responsible for the costs of obtaining or maintaining any licenses or permits for the operation of the cultural, civic or private use of the Chrysalis Use Area or complying with any laws or regulations governing its operation except for any such items required for Events hosted by IMA.

XVIII. Cooperation Among the Parties

a. It is recognized that it may be necessary to set specific details to implement the general terms established in this Agreement. Each of the parties agrees to act in good faith and cooperate with the other party and will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Agreement.

XIX. Indemnification

a. IMA shall indemnify, hold harmless and defend Trust, and its trustees, officers, employees, successors and assigns, CA and Howard County (the “**Trust Indemnified Parties**”), from and against any and all claims, demands, causes of actions, complaints, judgments, verdicts, damage awards, liabilities, losses and/or expenses, arising out of or related to any Events it hosts or other uses it makes of the Property, except that IMA shall have no obligation to defend or hold Trust harmless for: (i) any claims, demands, causes of action or complaints in which it is alleged that the negligence, wrongful conduct or other liability inducing conduct of Trust or any of its trustees, officers, employees, servants, contractors, agents or other representatives or any defects in the Property caused or contributed in whole or in part to the plaintiffs’ injuries, damages or harm; or (ii) for any judgments, verdicts, damage awards, liabilities, losses or expenses based in whole or in part upon the negligence, wrongful conduct or other liability inducing conduct of Trust and/or or its trustees, officers, employees, servants, contractors, agents or other representatives, or any defect in the Property.

b. Trust shall provide IMA notice and a demand for indemnity and a defense in writing within ten (10) days of the service or other receipt of a claim, demand, cause of action or complaint for which the Trust Indemnified Parties claim a right of indemnity. If IMA accepts the tender of the Trust Indemnified Parties’ defense, it shall have the right to select and provide counsel to the Trust Indemnified Parties and to control the defense and settlement of any such claims and to engage the same counsel to jointly represent it and the Trust Indemnified Parties. Notwithstanding the foregoing, the Trust Indemnified Parties shall have the option to defend themselves if there is a conflict in positions of IMA and the Trust Indemnified Parties, with attorneys selected by the Trust Indemnified Parties, and, upon such election, IMA shall pay for such costs of defense of any indemnified claims as the same becomes due and payable. In any event, the Trust Indemnified Parties shall fully cooperate with IMA in the defense of any indemnified claims, including by making any employees available for interview and testimony.

c. IMA shall not allow the filing of a lien against the Property and, in the event that it receives a notice of intent to file a lien, shall immediately take all steps reasonably possible without compromising any cognizable defense to prevent the filing of the lien. In the event that a lien is actually filed, IMA shall promptly take all necessary steps to have such lien bonded or removed.

d. It is expressly agreed that except to the extent caused by Trust’s negligent or intentional acts or omissions, Trust shall not be liable or responsible for:

(i) Any damage to property of IMA or of others located on the Property, nor for the loss of any property by theft or otherwise;

(ii) Any injury or damage to persons or property resulting from (but not limited to) fire, explosion, steam, gas, electricity, water, weather, leaks from water or sewer lines, or from any other cause of whatsoever nature;

(iii) Any damage caused by other persons, occupants of adjacent property, or the public, or caused by operation or construction of any private, public or quasi-public work;

(iv) The quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, heat, gas, electric current for lights and power, telephone or any other service or utility; or

(v) Any hindrance, disturbance or termination of use of the Property;

e. It is expressly understood that any property kept or stored on the Property by IMA, as herein permitted, shall be stored or kept at IMA's risk only, and IMA shall hold Trust harmless from any and all claims arising out of damage to the same, except to the extent such claims arise out of the negligent acts or omissions or willful misconduct on the part of Trust or its trustees, officers, employees, contractors, agents or other representatives.

f. Trust shall indemnify, hold harmless and defend IMA and its owners, officers, employees, affiliated entities, successors and assigns (the "IMA Indemnified Parties"), from and against any and all claims, demands, causes of actions, complaints, judgments, verdicts, damage awards, liabilities, losses and/or expenses, arising out of or related to the condition of Symphony Woods or any action or failure to act by Trust or any of its trustees, officers, employees, servants, contractors, agents or other representatives, except that Trust shall have no obligation to defend or hold the IMA Indemnified Parties harmless for: (i) any claims, demands, causes of action or complaints in which it is alleged that the negligence, wrongful conduct or other liability inducing conduct of IMA or any of its owners, officers, employees, servants, affiliated entities, contractors, agents or other representatives caused or contributed in whole or in part to the plaintiffs' injuries, damages or harm; (ii) for any judgments, verdicts, damage awards, liabilities, losses or expenses based in whole or in part upon the negligence, wrongful conduct or other liability inducing conduct of IMA or its owners, officers, employees, servants, affiliated entities, contractors, agents or other representatives; and (iii) any defects in Symphony Woods that IMA, its affiliates, contractors or others acting on its behalf caused.

g. IMA shall provide Trust notice of and a demand for indemnity and a defense in writing within ten (10) days of the service or other receipt of a claim, demand, cause of action or complaint for which the IMA Indemnified Parties claim a right of indemnity. If Trust accepts the tender of the IMA Indemnified Parties' defense, it shall have the right to select and provide counsel to the IMA Indemnified Parties and to control the defense and settlement of any such claims and to engage the same counsel to jointly represent it and the IMA Indemnified Parties. The IMA Indemnified Parties shall fully cooperate with Trust in the defense of any indemnified claims, including by making any owners, officers or employees available for interview and testimony. Notwithstanding the foregoing, the IMA Indemnified Parties shall have the option to defend themselves if there is a conflict in positions of Trust, IMA and the IMA Indemnified Parties, with attorneys selected by the IMA Indemnified Parties, and, upon such election, Trust shall pay for such costs of defense of any indemnified claims as the same becomes due and payable.

XX. Hazardous Substances

a. IMA represents and warrants that IMA, its employees, contractors and agents shall use the Property in compliance with all Environmental Laws. Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601-9657 (and any similar successor laws or regulations); the Hazardous Materials Transportation Act of 1975, 42 U.S.C. Section 1001-1012 (and any similar successor laws or regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901-6987 (and any similar successor laws or regulations); the Clean Air Amendments of 1990 (and any similar successor laws or regulations); or any other federal, state, county, local, or municipal law, ordinance, code, judgments, decrees, licenses, injunction or regulation related to environmental conditions (“**Environmental Laws**”).

b. IMA shall indemnify, hold harmless and defend the Trust Indemnified Parties, as defined in Article XIX above, from and against any and all claims, demands, causes of actions, complaints, judgments, verdicts, damage awards, liabilities, penalties, losses and/or expenses, arising out of or related to any breach of the representation and warranty contained in the paragraph immediately above regarding compliance with Environmental Laws

XXI. Default and Remedies

a. In the event of a breach or default under this Agreement, the non-defaulting party (the “**Non-Defaulting Party**”) shall send written notice to the defaulting party (the “**Defaulting Party**”) and provide the Defaulting Party a sixty (60) day period to cure such breach or default of this Agreement; provided, however, if such breach or default cannot reasonably be cured within such sixty (60) day period, such period shall be extended for so long as the Defaulting Party is actively pursuing a cure of such breach or default with reasonable diligence.

b. If either party is materially in default of this Agreement beyond the applicable notice and cure period, the Non-Defaulting Party shall have the right to terminate this Agreement upon ten (10) business days notice.

c. The parties waive any right to consequential, special or exemplary damages.

d. The parties agree that they each lack an adequate remedy at law to enforce the rights hereunder and that, accordingly, each shall be entitled to specific performance of those rights as well as any injunctive or other equitable relief necessary to enforce those rights.

e. IMA shall be in default of this Agreement if any of the following occurs (i) IMA files for bankruptcy, becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business, (ii) a petition is filed against IMA seeking a bankruptcy reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or local statute, law or regulation, and such petition is not dismissed within sixty (60) calendar days, or (iii) any trustee, receiver, or liquidator of IMA or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of IMA and such appointment remains unvacated for an aggregate of sixty (60) calendar days.

XXII. Arbitration and Dispute Resolution

a. Any disputes, claims or controversies arising under or related to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Howard County, Maryland, before one arbitrator. The arbitrator shall, in the award, allocate the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect except as specifically provided hereinafter.

b. The arbitration shall be resolved by a single arbitrator to be mutually selected by the parties. To the extent the parties cannot agree upon an arbitrator, the American Arbitration Association (the "**Association**") shall submit a list of five (5) candidates to the parties. Each party shall be entitled to strike two candidates and shall rank the remaining candidates in order of preference. The Association shall appoint as the arbitrator one of the candidates ranked by the parties and shall endeavor to the extent possible a candidate ranked on both lists. The arbitrator shall have discretion as to the scope of discovery beyond document production for any claims where the amount in controversy is below five hundred thousand dollars (\$500,000). The parties shall be entitled to all discovery permitted under the Federal Rules of Civil Procedure in effect at the time of the arbitration for any claim where the amount in controversy exceeds five hundred thousand dollars (\$500,000).

c. The parties shall be entitled to seek preliminary or temporary injunctive relief in court to the extent that relief cannot feasibly be obtained in arbitration. After a ruling upon any such motion, the dispute shall then be referred to arbitration.

d. The parties agree that any action commenced to obtain preliminary or temporary injunctive relief or enter judgment upon any arbitration award shall be filed only in the State Courts of Maryland or the United States District Court for the District of Maryland.

e. Notwithstanding the provisions of Section XXI(b), a Non-Defaulting Party shall be entitled to terminate this Agreement if any confirmed arbitration damages award is not satisfied within ninety (90) days after it is affirmed on appeal or the time period within which to appeal expires.

XXIII. Surrender of the Premises

Upon expiration of the Term, whenever occurring or however caused, all licenses and easements shall be immediately revoked and any of IMA's physical possessions removed from the Property by IMA. IMA shall return the Property to as good condition as before it used its licenses hereunder, except for reasonable wear and tear.

XXIV. Survival of Obligations

a. The parties' obligations, liabilities and agreements shall survive cancellation, expiration or termination of this Agreement.

XXV. Applicable Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland regardless of conflict of law provisions.

XXVI. General Provisions

a. The signatories to this Agreement warrant that they have full and complete authority to enter into this Agreement and to sign said Agreement on behalf of the entity on whose behalf they are signing.

b. This Agreement shall inure to the benefit of and create a binding obligation on the parties hereto, their respective successors and assigns.

c. This Agreement shall constitute the entire agreement between the parties hereto, and no variance or modification thereof shall be valid and enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, the parties intend to maintain an Operational Protocol setting forth their ongoing understanding as to implementing or operational terms. Section headings are for convenience and shall not be considered in interpreting the Agreement.

d. For the convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself, so that any one may be introduced in evidence or used for any purpose without the production of the other counterparts.

e. In the event of a conflict between this Agreement and any addenda or exhibits attached hereto, the terms of this Agreement shall govern.

f. Any waiver of any breach of a term or condition of this Agreement shall not constitute a waiver of any other breach or any subsequent breach.

g. It is acknowledged that this Agreement was extensively negotiated and no party was the drafter thereof so that any ambiguity in its terms shall not be construed against either party.**XXVII. Severability.**

In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

XXVIII. Notice

Any notices to be given hereunder shall be in writing and shall be deemed delivered when mailed, postage prepaid, by overnight express mail, certified mail, return receipt requested or delivered in hand to the addresses set forth below, or as subsequently specified by either party in writing hereinafter.

If to Trust, to: Inner Arbor Trust, Inc.
Attention: Michael McCall
President and Chief Executive Officer
10630 Little Patuxent Parkway
Century Plaza Suite 315
Columbia, Maryland 21044

If to IMA, to: I.M.A., Inc. d/b/a Merriweather Post Pavilion
Attention: Brad Canfield
President
10475 Little Patuxent Parkway
Columbia, Maryland 21044

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

TRUST:

INNER ARBOR TRUST, INC.,
a Maryland nonstock corporation



By: Michael S. McCall

Title: President and CEO

IMA:

IT'S MY AMPHITHEATRE, INC.,
a Maryland corporation



By: Brad Canfield

Title: President

**EXHIBIT A-1
ADA PARKING AREA**

FUTURE ROADWAY

LOT 23
ADA PARKING AREA
78,077 SF

LOT 13

EX. BLDG

EX. BLDG

EX. LOGE



EXHIBIT A-1
ADA PARKING AREA

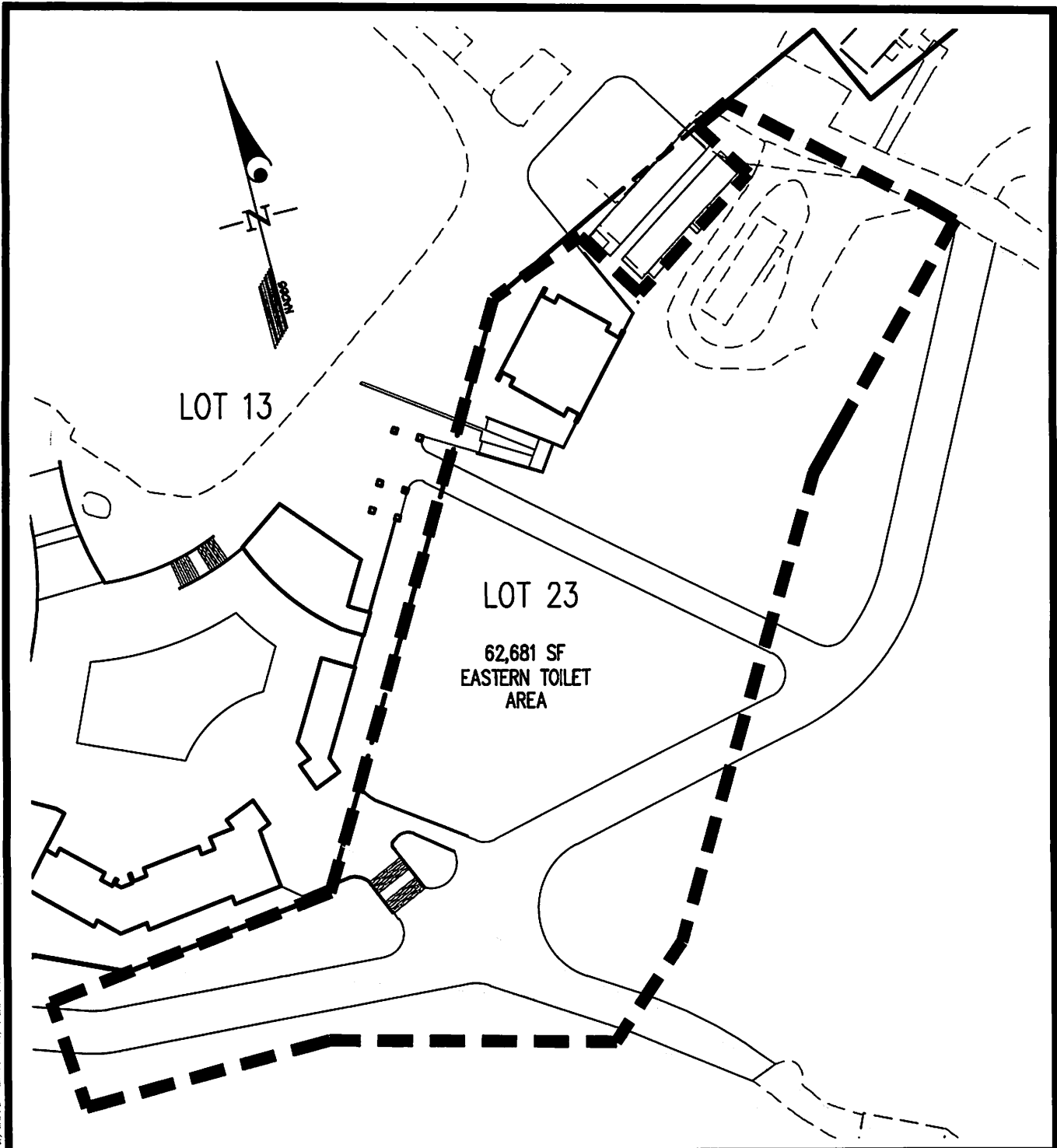
GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
BURTONSVILLE, MARYLAND 20866
TEL: 301-421-4024 BALT: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :		
PLAT BOOK	PLAT No.	
DRAWN BY :	DATE : FEB. 2015	GL.W. FILE No.
CHECKED BY :	SCALE : 1" = 60'	94077

L:\CADD\DRAWINGS\11072\BACKGROUND AND RESEARCH\EXISTING JOBS\94077\94077-EXHIBITS A-E-Final.dwg, PLOTTED: 2/27/2015 5:30 PM, LAST SAVED: 2/27/2015 5:19 PM, PLOTTED BY: Mike Trappan

**EXHIBIT A-2
EASTERN TOILET AREA**



L:\CAD\DRAWINGS\TOP\2014\G\G\LINE AND RESEARCH\EXISTING JOBS\9407\9407-EXHIBIT A-2.dwg
 PLOTTED: 3/22/2015 12:43 PM, LAST SAVED: 3/22/2015 12:43 PM, PLOTTED BY: MPA, Tmp000

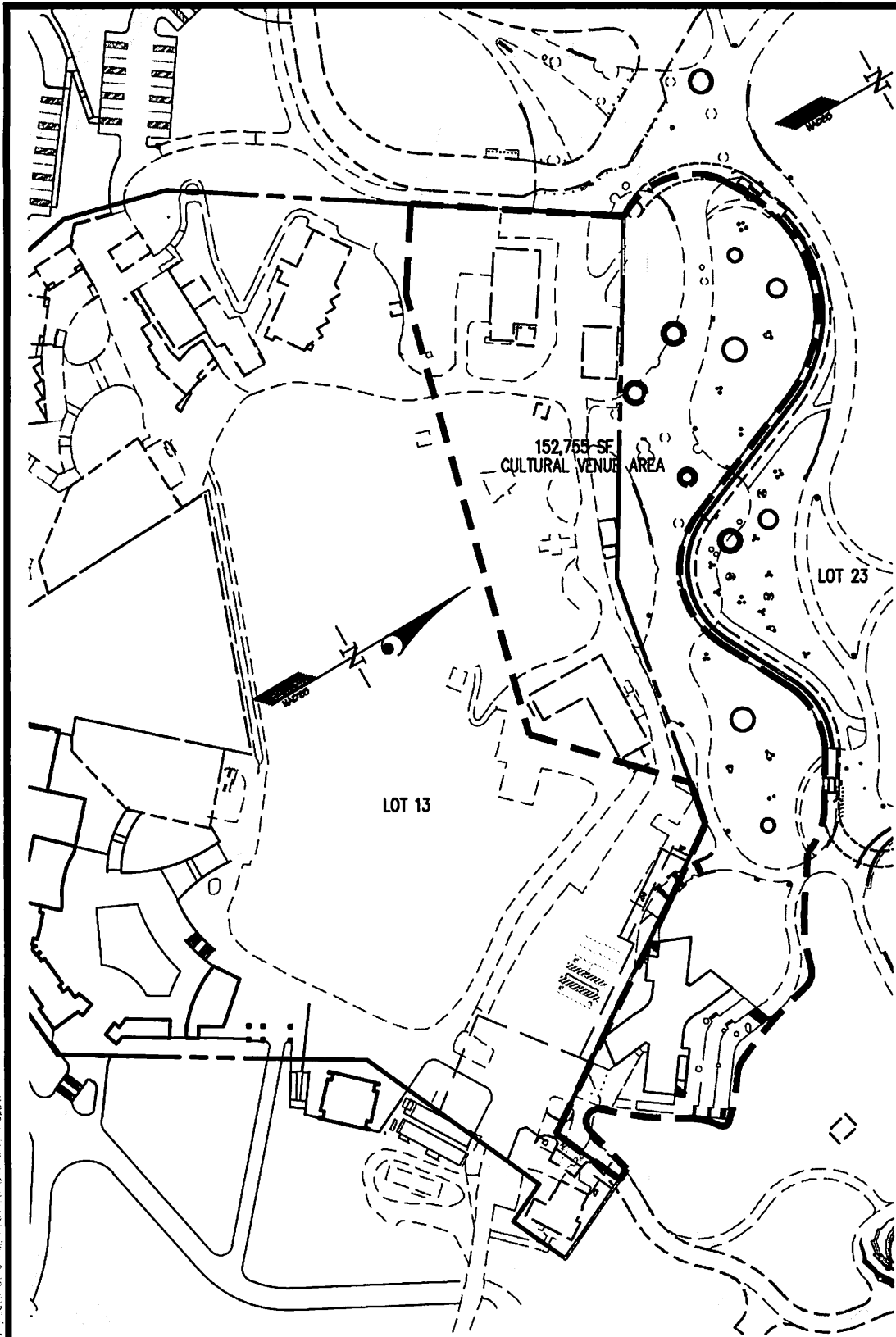
EXHIBIT A-2
EASTERN TOILET AREA

GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BALT: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :		PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE :	FEB. 2015	G.L.W. FILE No. 94077
CHECKED BY :	SCALE :	1" = 60'	

**EXHIBIT A-3
CULTURAL VENUE AREA**



L. MARSHALL MATHIAS, ARCHITECT AND LANDSCAPE ARCHITECTS, CONSULTANTS/ENGINEERS TO ARCHITECTURE
 PLOTTED 2/27/15 9:28 PM. LAST SAVE: 2/27/15 3:16 PM. PLOT BY: MARK TRIGER

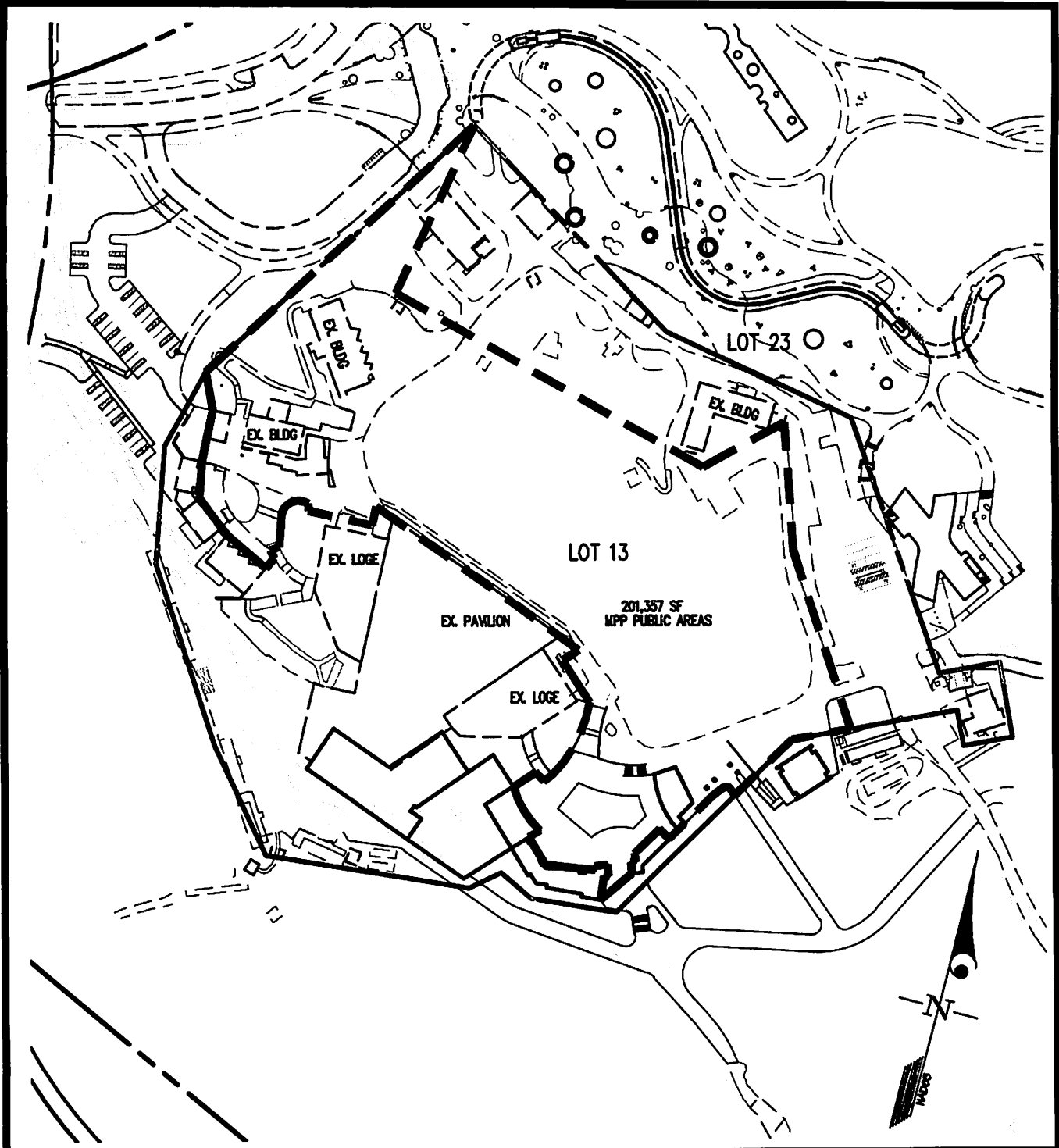
EXHIBIT A-3
CULTURAL VENUE AREA

GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3309 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20868
 TEL: 301-421-4024 BAL: 410-820-1820 DC/VA: 301-999-2524 FAX: 301-421-4166

REFERENCE :		
PLAT BOOK		PLAT No.
DRAWN BY :	DATE : FEB. 2015	GLW FILE No.
CHECKED BY :	SCALE : 1" = 100'	94077

**EXHIBIT A-4
MPP PUBLIC AREAS**



...NOADIN...BURTONS...ED...P...AC...G...IND...ANN...REGE...ARCH...ENING...J...CH...94077...94077...EXHIBIT...A...E...F...M...D...S...R...
 ...CTED...3/22/2015...12:43 PM...LAST...SAVED...3/22/2015...12:43 PM...DRAWN...BY...M...P...

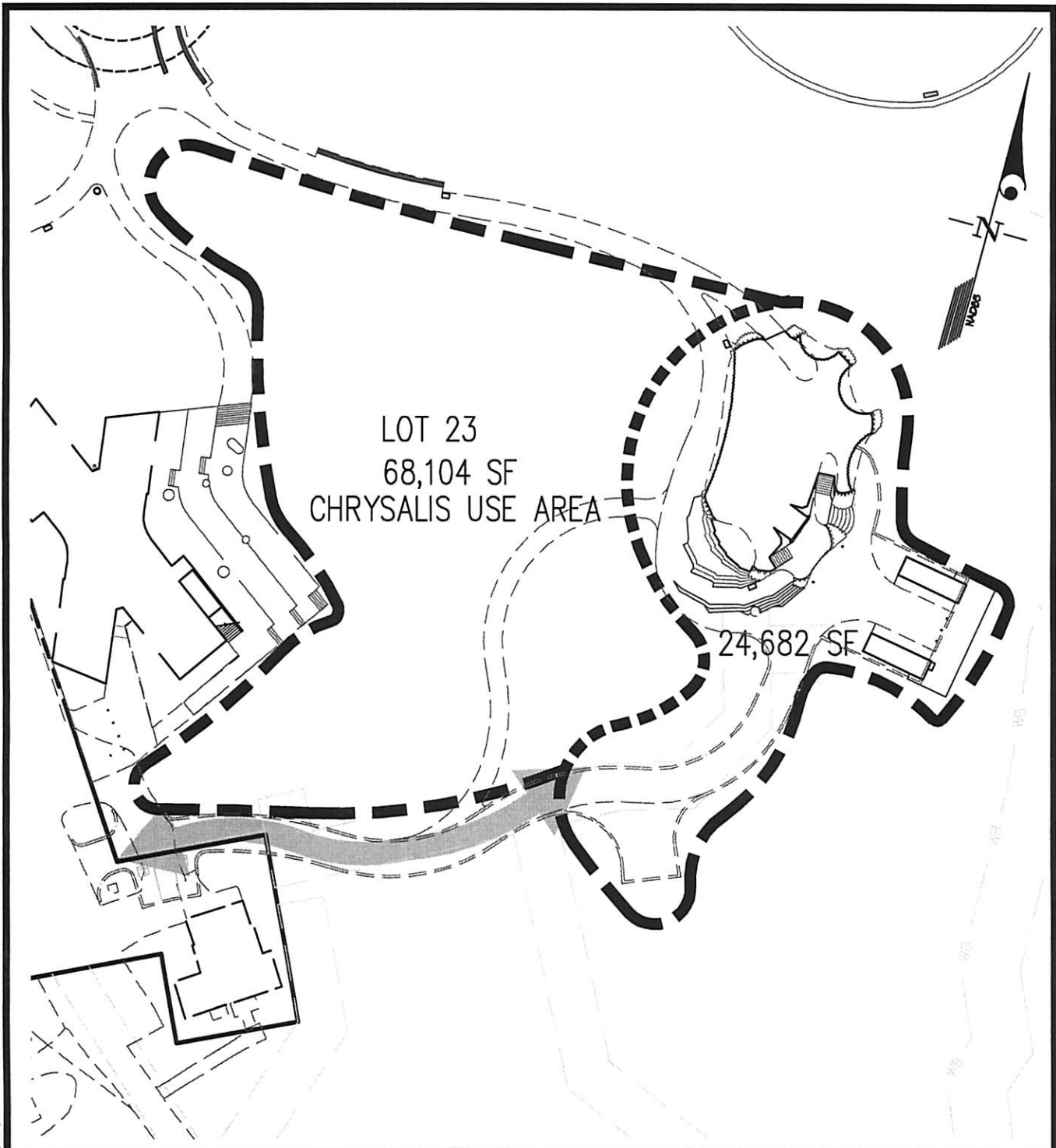
**EXHIBIT A-4
MPP PUBLIC AREAS**

GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :		PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE :	FEB. 2015	GL.W. FILE No.
CHECKED BY :	SCALE :	1" = 100'	94077

**EXHIBIT A-5
CHRYSALIS USE AREA**



LOT 23
68,104 SF
CHRYSALIS USE AREA

24,682 SF

L:\CADD\DRAWINGS\11072\BACKGROUND AND RESEARCH\EXISTING JOBS\94077\94077-EXHIBITS A-E-Final.dwg,
 PLOTTED: 2/27/2015 5:28 PM, LAST SAVED: 2/27/2015 5:19 PM, PLOTTED BY: Mike Trappen

EXHIBIT A-5
CHRYSALIS USE AREA

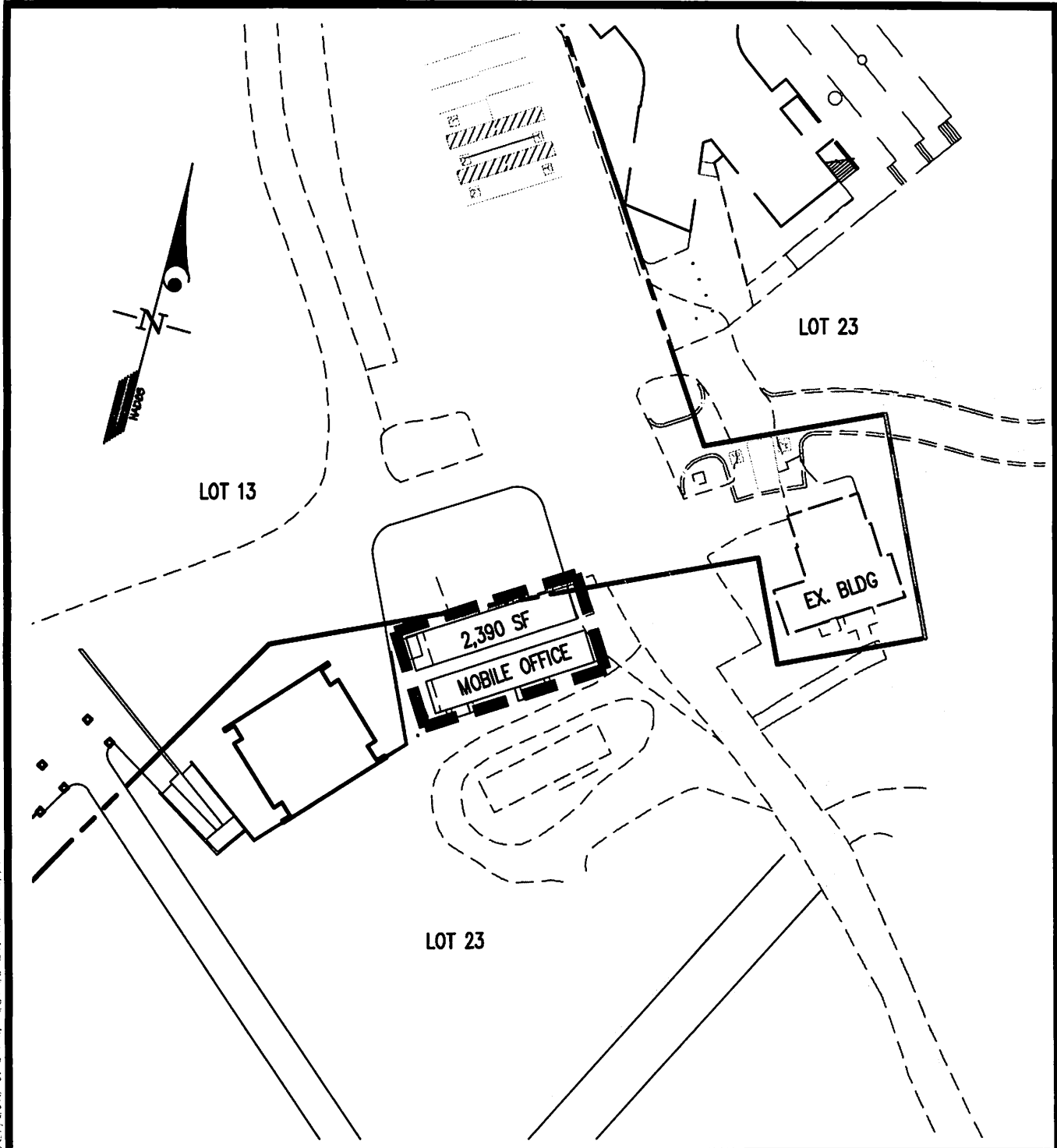
GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :		
	PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE : FEB. 2015	G.L.W. FILE No.
CHECKED BY :	SCALE : 1" = 60'	94077

**EXHIBIT A-6
FENCELINE AREAS**

EXHIBIT A-7
MOBILE OFFICE AND STORAGE AREA



I:\CAD\DRAWINGS\11072\BACKGROUNDS AND RESEARCH\EXISTING JOB\5\94077\EXHIBITS A-7\1.dwg
 PLOTTED: 2/27/2015 3:27 PM, LAST SAVED: 2/27/2015 5:19 PM, PLOTTED BY: Vtk Trapper

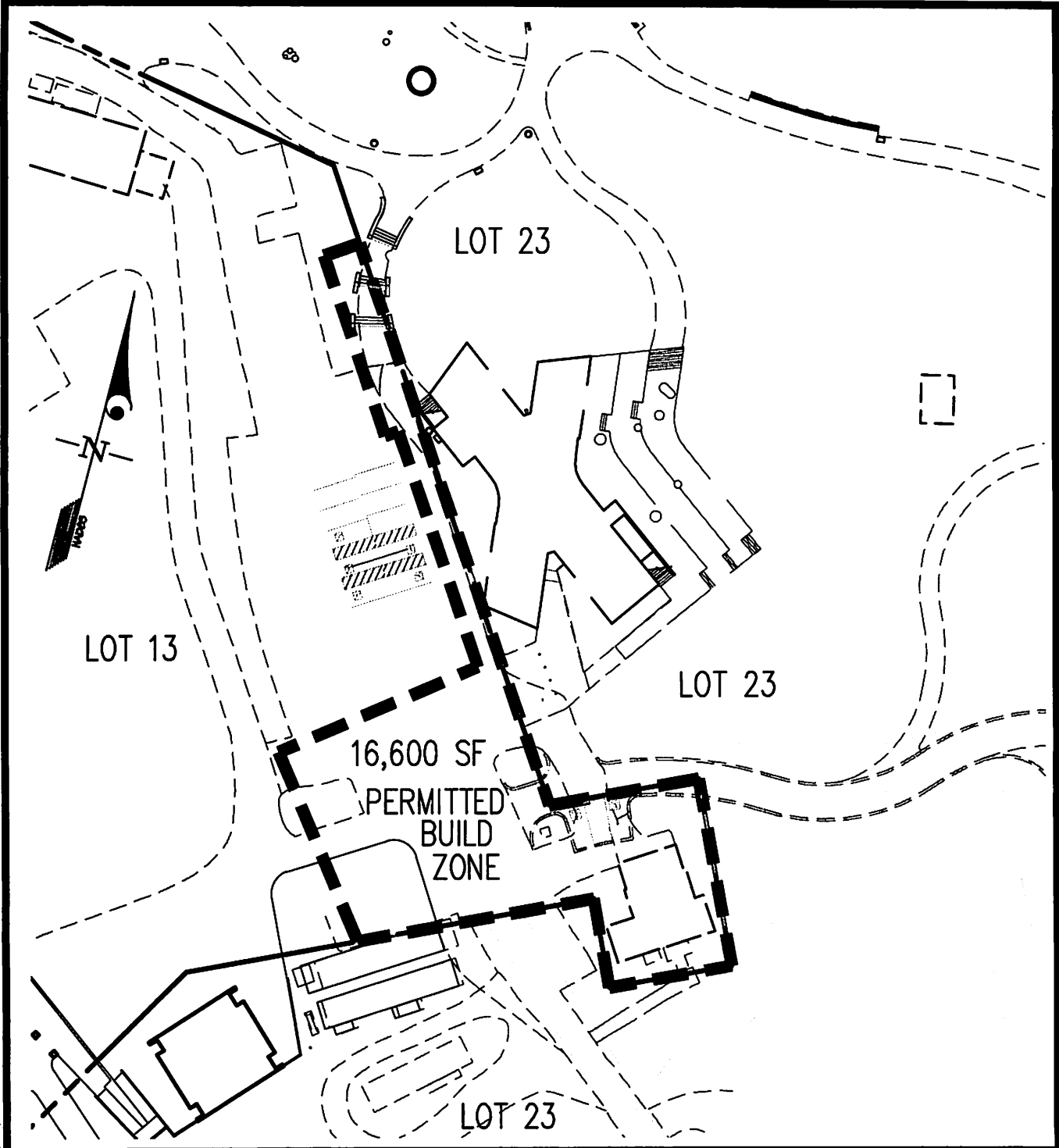
EXHIBIT A-7
 MOBILE OFFICE AND
 STORAGE AREA

GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BALT: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4166

REFERENCE :		
	PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE : FEB. 2015	GLW. FILE No.
CHECKED BY :	SCALE : 1" = 50'	94077

**EXHIBIT A-8
PERMITTED BUILD ZONE**



* 1:1 CAD DRAWING (11/07/2014) AND REVISIONS (11/07/2014) - EXHIBIT A-8 - Engineering.
 PLOTTED: 2/27/2015 5:27 PM. LAST SAVER: 2/27/2015 5:19 PM. PLOTTED BY: MJC Trappan

**EXHIBIT A-8
PERMITTED BUILD ZONE**

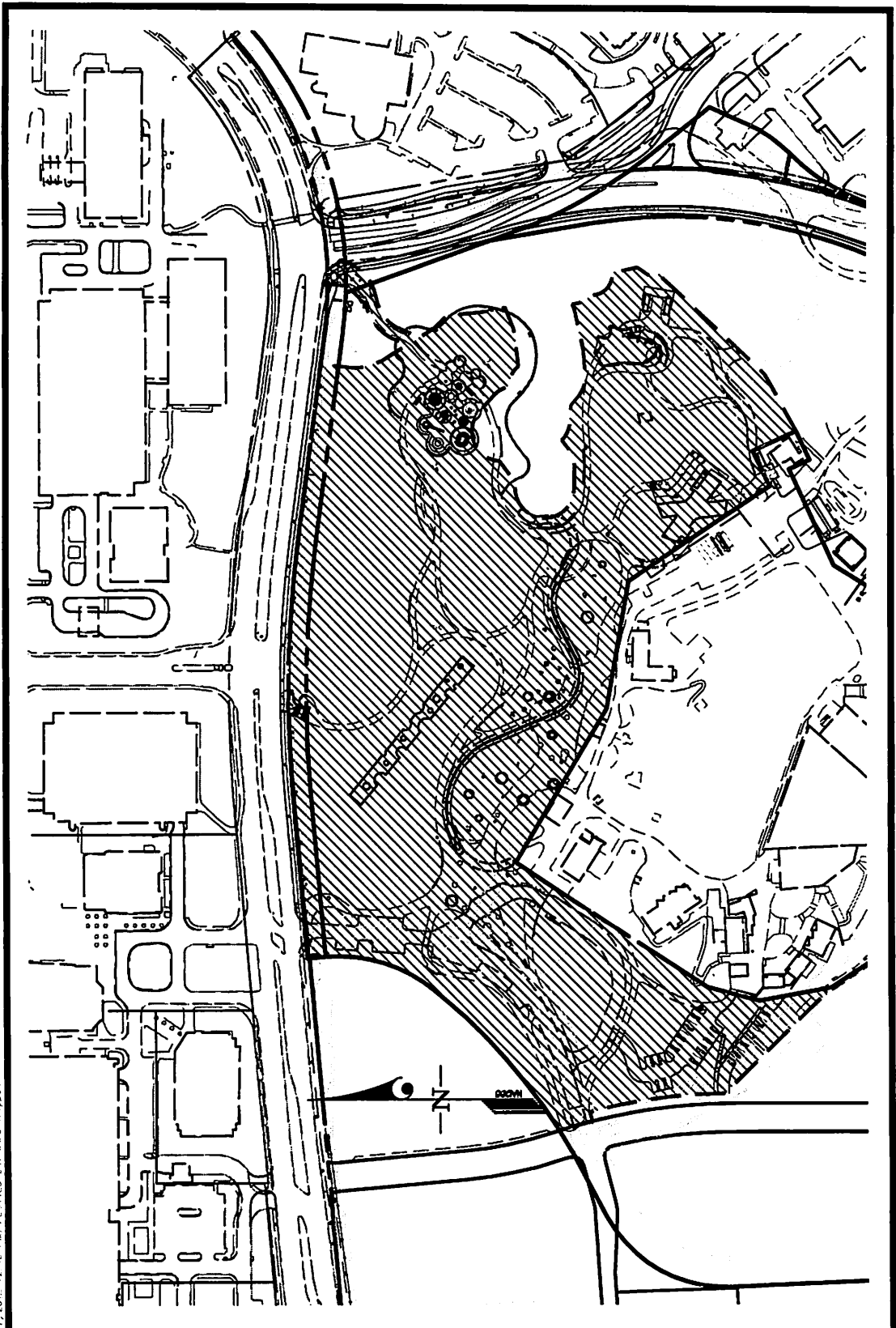
GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-988-2524 FAX: 301-421-4186

REFERENCE :		PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE :	FEB. 2015	G.L.W. FILE No. 94077
CHECKED BY :	SCALE :	1" = 60'	

EXHIBIT A-9
MPP AREA

**EXHIBIT B-1
FESTIVAL AREAS**



L. GARDNER, DESIGNER, AND L. GARDNER, SURVEYOR, PROFESSIONAL ENGINEERS, 1100 N. W. 11th St., Ft. Lauderdale, FL 33304
 PRINTED BY: J. J. BARNETT, 1100 N. W. 11th St., Ft. Lauderdale, FL 33304

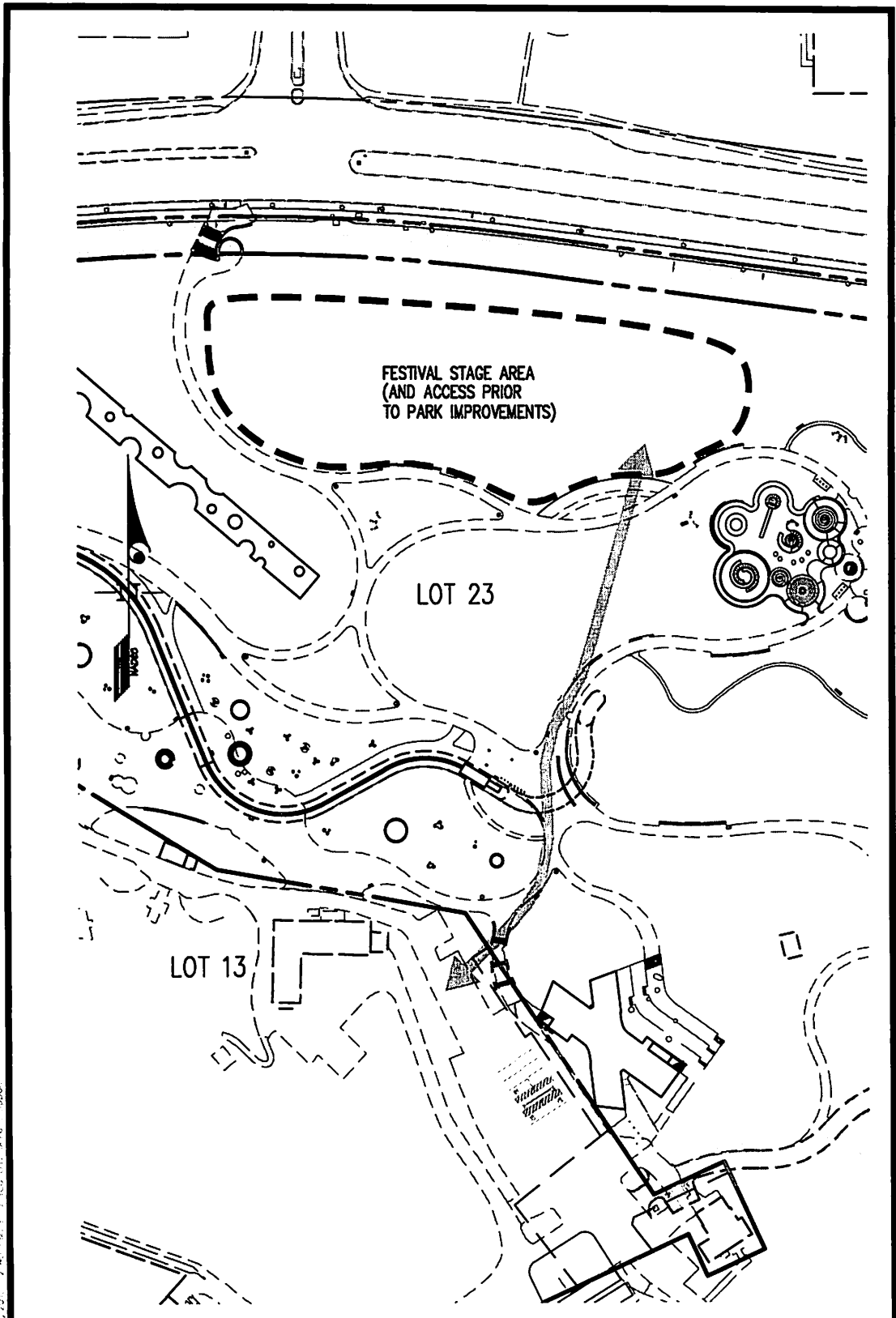
**EXHIBIT B-1
FESTIVAL AREA**

GLW GUTSCHICK LITTLE & WEBER, PA.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3309 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4188

REFERENCE :		
	PLAT BOOK	PLAT No.
DRAWN BY :	DATE : FEB. 2015	GLW FILE No.
CHECKED BY :	SCALE : 1" = 200'	94077

**EXHIBIT B-2
FESTIVAL STAGE AREA
(AND ACCESS PRIOR TO PARK IMPROVEMENTS)**



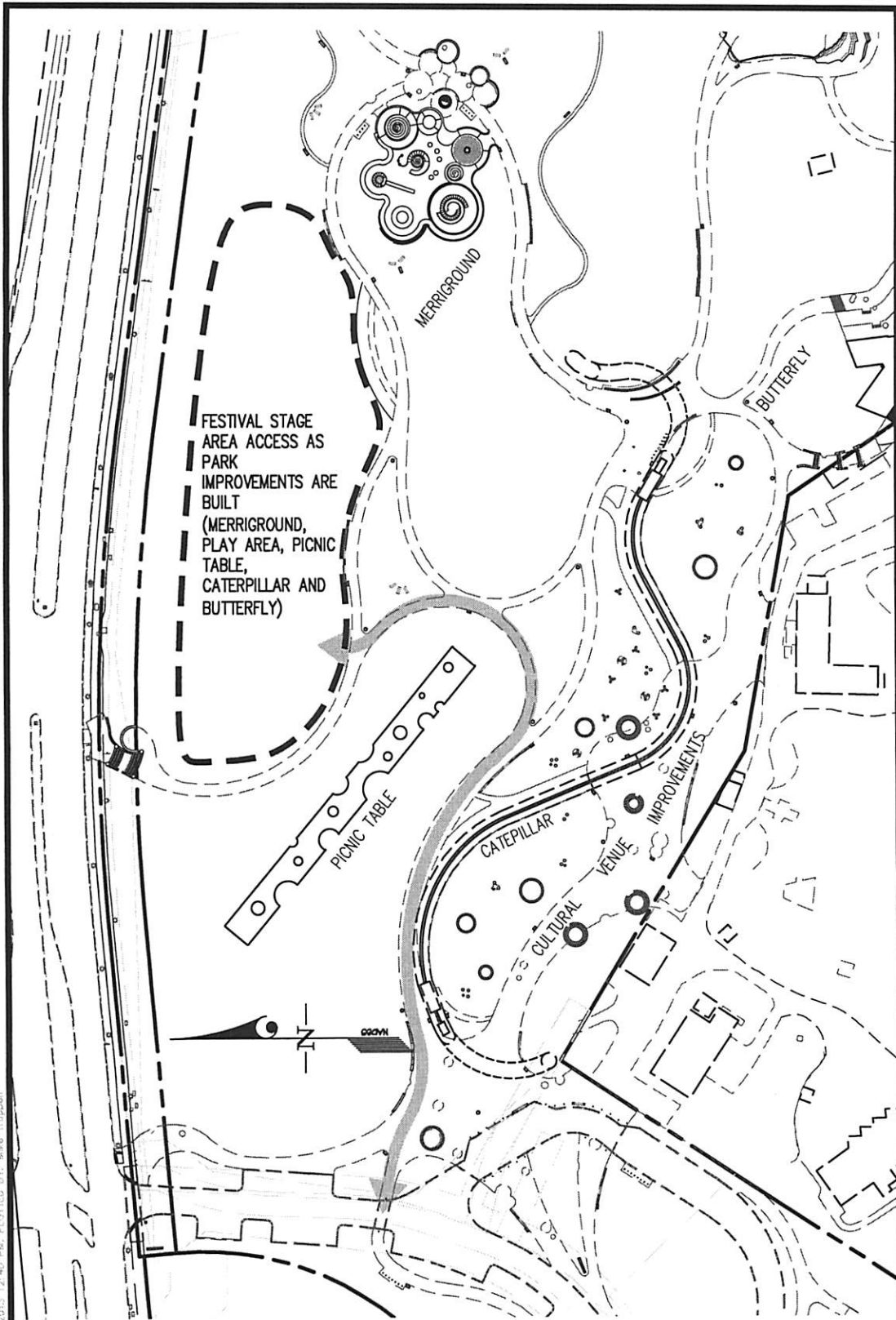
LANDSCAPE ARCHITECTURE AND PLANNING CONSULTANTS, INC. 4117 FINEWOOD DRIVE
 BURTONSVILLE, MARYLAND 20868

**EXHIBIT B-2
FESTIVAL STAGE AREA
(AND ACCESS PRIOR TO
PARK IMPROVEMENTS)**

GLW GUTSCHICK LITTLE & WEBER, P.A.
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20868
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :		
PLAT BOOK	PLAT No.	
DRAWN BY :	DATE : FEB. 2015	GL.W. FILE No.
CHECKED BY :	SCALE : 1" = 100'	94077

EXHIBIT B-3
FESTIVAL STAGE AREA ACCESS AS PARK IMPROVEMENTS ARE BUILT
(MERRIGROUND PLAY AREA, PICNIC TABLE, CATERPILLAR AND BUTTERFLY)



FESTIVAL STAGE
 AREA ACCESS AS
 PARK
 IMPROVEMENTS ARE
 BUILT
 (MERRIGROUND,
 PLAY AREA, PICNIC
 TABLE,
 CATERPILLAR AND
 BUTTERFLY)

L:\GADD\DRAWINGS\11072\BAC\GROUND AND RESEARCH\CRSING_0858\46077\94077-EXHIBITS A-E-Final.dwg
 PLOTTED: 3/22/2015 12:45 PM LAST SAVE: 3/22/2015 12:43 PM PLOTTED BY: Mike Toppin

EXHIBIT B-3
 FESTIVAL STAGE AREA
 ACCESS AS PARK
 IMPROVEMENTS ARE BUILT
 (MERRIGROUND, PLAY AREA,
 PICNIC TABLE, CATERPILLAR
 AND BUTTERFLY)

GLW GUTSCHICK LITTLE & WEBER, P.A.
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :	PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE : FEB. 2015	GLW. FILE No.
CHECKED BY :	SCALE : 1" = 100'	94077

**EXHIBIT C-1
GRASS PARKING AREA**

L:\CAD\DRAWINGS\1072\PROJECTS\10 AND RESEARCH\EXHIBIT C-1\EXHIBIT C-1.dwg
 PLOTTED: 2/27/2015 3:25 PM, LAS: SAVID, 2/27/2015 3:19 PM, PLOTTED BY: MFC Toppert

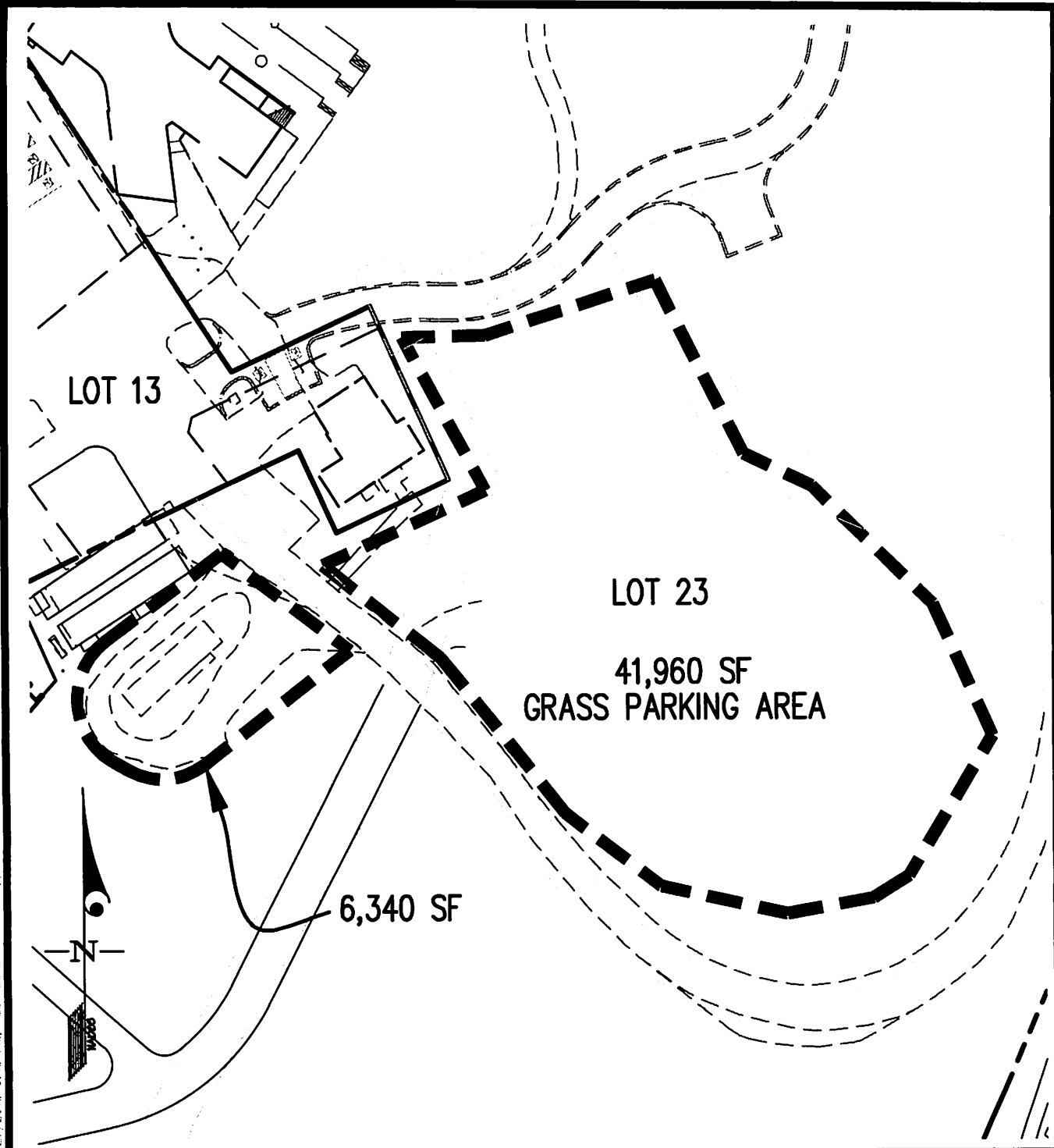


EXHIBIT C-1
GRASS PARKING AREA

GLWGUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-889-2524 FAX: 301-421-4186

REFERENCE :		PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE :	FEB. 2015	G.L.W. FILE No. 94077
CHECKED BY :	SCALE :	1" = 60'	

**EXHIBIT C-2
ACCESS ROAD PARKING AREA**

C:\CAD\DRAWINGS\1072\BAGGING AND REBAGGING EXHIBIT C-2\94077-EXHIBIT C-2.dwg PLOTTED: 2/27/2015 5:24 PM, LAST SAVED: 2/27/2015 5:19 PM, PLOTTED BY: MJC, TROPEN

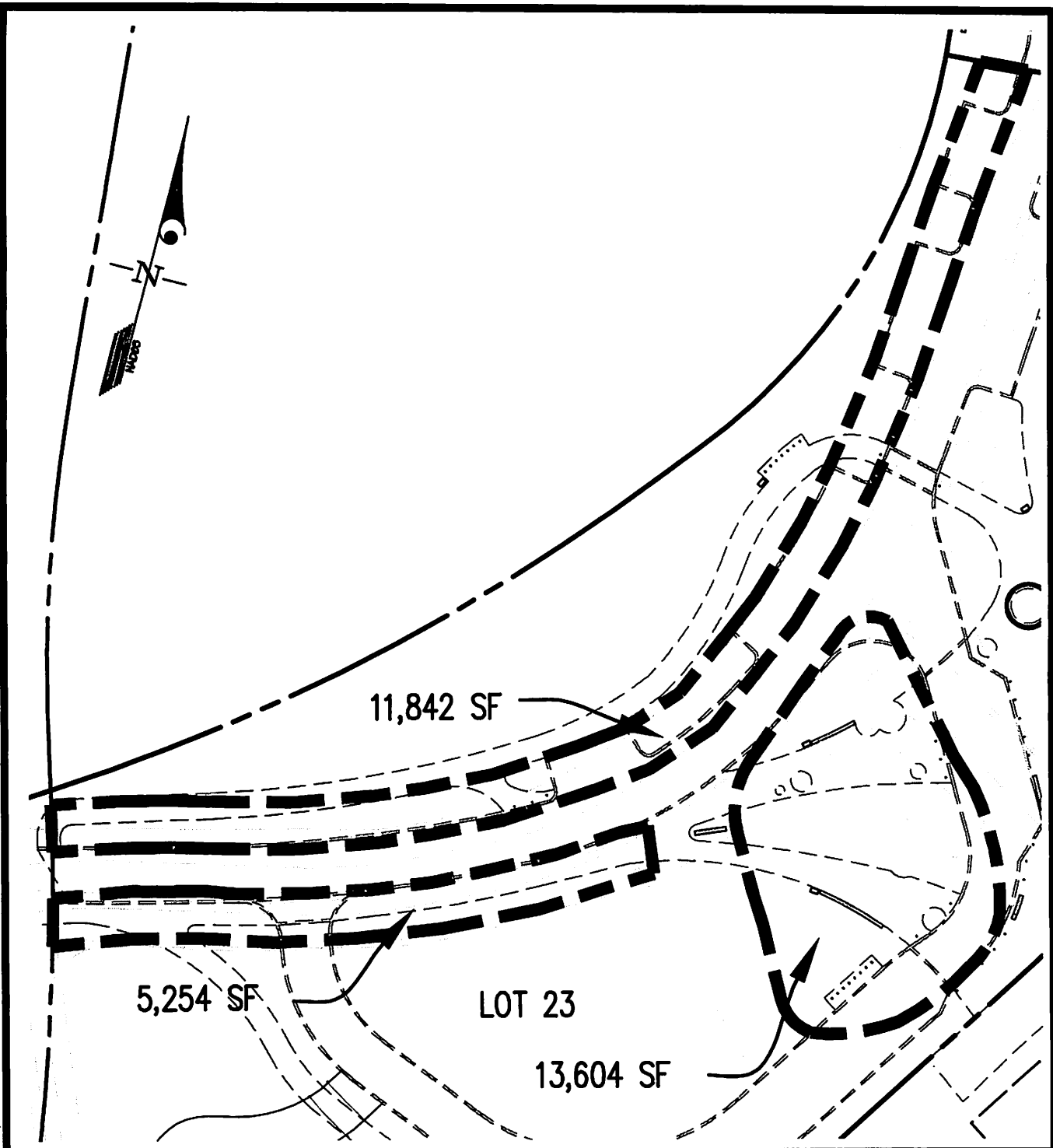


EXHIBIT C-2
ACCESS ROAD
PARKING AREA

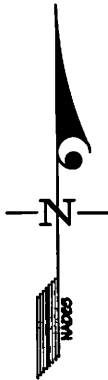
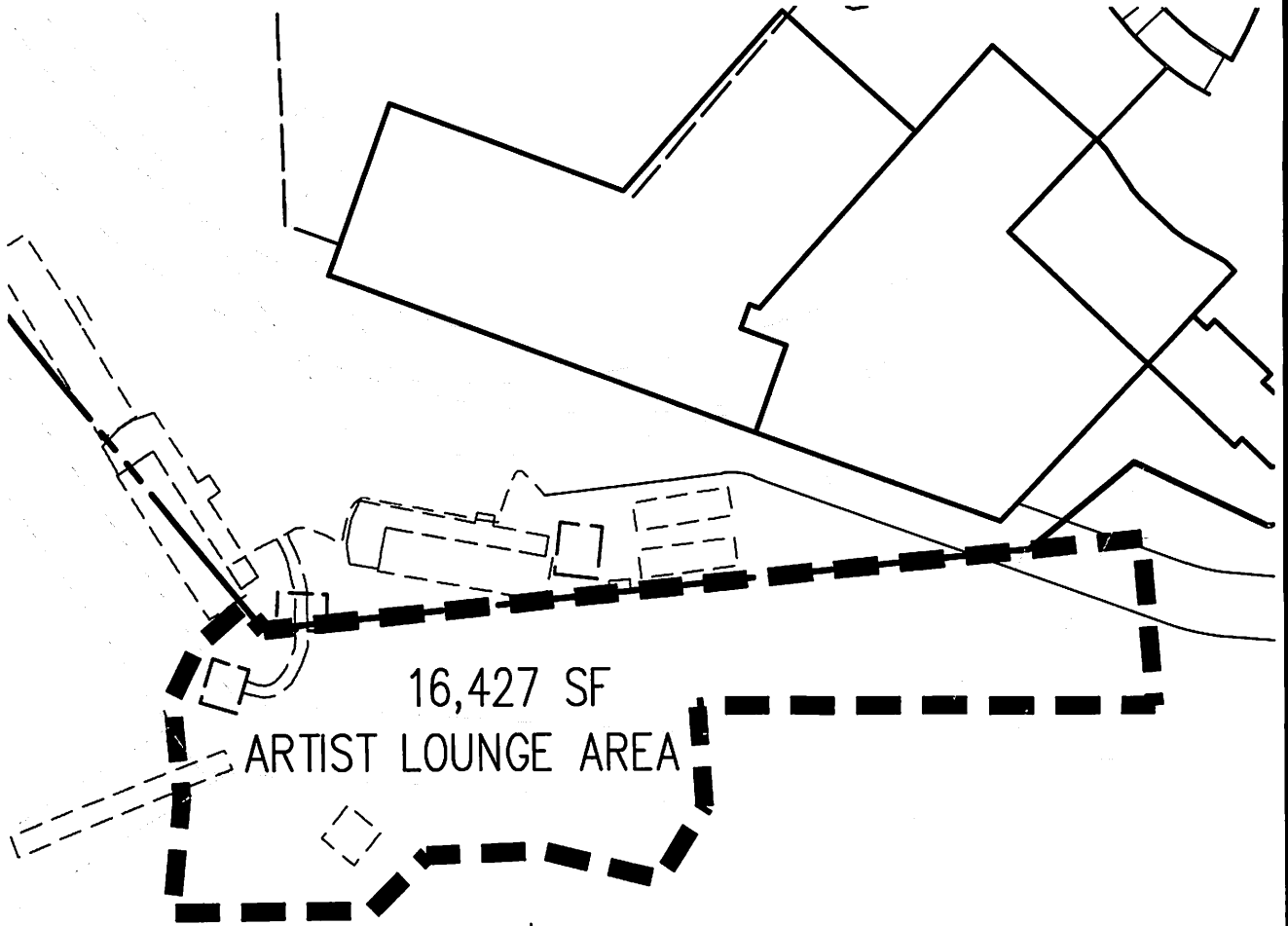
GLWGUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
BURTONSVILLE, MARYLAND 20886
TEL: 301-421-4024 BALT: 410-880-1820 DC/VA: 301-589-2524 FAX: 301-421-4186

REFERENCE :		PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE :	FEB. 2015	GLW. FILE No.
CHECKED BY :	SCALE :	1" = 60'	94077

**EXHIBIT C-3
VIP SHARED USE PARKING LOT**

**EXHIBIT D
ARTIST LOUNGE AREA**



L:\CADD\DRAWINGS\1072\MAG\02\LAND AND RESEARCH\KXSTRG_ZHEN\9407\9407.dwg - EXHIBITS A - E - Final.dwg
 PLOTTED: 2/27/2015 5:25 PM. LAN: SAMID: 2/27/2015 5:19 PM. PLOTTED BY: MIC TRAPPEN

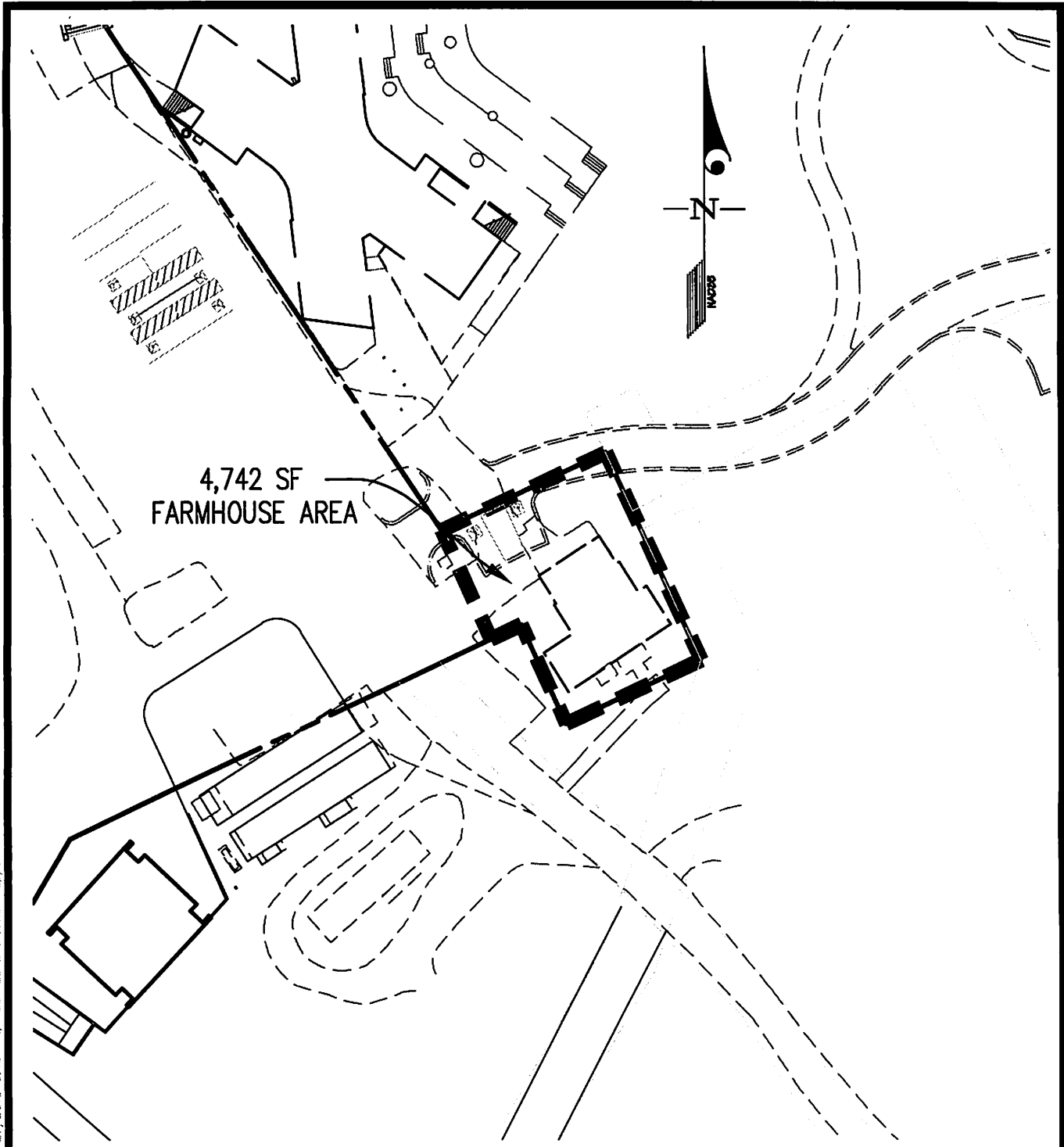
EXHIBIT D
ARTIST LOUNGE AREA

GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BAL: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :		PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE :	FEB. 2015	G.L.W. FILE No.
CHECKED BY :	SCALE :	1" = 50'	94077

EXHIBIT E
FARMHOUSE AREA



L:\ADD\DRAWING\11072\BAC\GPO\LD AND RESEARCH\EXISTING JOBS\94077\94077-EXHIBIT A-1-1.dwg
 PLOTTED: 2/27/2015 8:20 PM. LAST SAVED: 2/27/2015 5:19 PM. PLOTTED BY: M.K. Trappan

**EXHIBIT E
FARMHOUSE AREA**

GLW GUTSCHICK LITTLE & WEBER, P.A.
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BALI: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE :		PLAT BOOK _____	PLAT No. _____
DRAWN BY :	DATE :	FEB. 2015	GLW. FILE No. 94077
CHECKED BY :	SCALE :	1" = 50'	

EXHIBIT F
ANNUAL BASE RENT AND SERVICE AGREEMENT FEE

	Annual Base Rent	Service Agreement
Year 1	150,000	99,000
Year 2	154,500	101,970
Year 3	159,135	105,029
Year 4	163,909	108,180
Year 5	168,826	111,425
Year 6	173,891	114,768
Year 7	179,108	118,211
Year 8	184,481	121,758
Year 9	190,016	125,410
Year 10	195,716	129,173
Year 11	201,587	133,048
Year 12	207,635	137,039
Year 13	213,864	141,150
Year 14	220,280	145,385
Year 15	226,888	149,746
Year 16	233,695	154,239
Year 17	240,706	158,866
Year 18	247,927	163,632
Year 19	255,365	168,541
Year 20	263,026	173,597
Year 21	270,917	178,805
Year 22	279,044	184,169
Year 23	287,416	189,694
Year 24	296,038	195,385
Year 25	300,000	198,000
Year 26	300,000	198,000
Year 27	300,000	198,000
Year 28	300,000	198,000
Year 29	300,000	198,000
Year 30	300,000	198,000

EXHIBIT G
ESCALATION FOR ADDITIONAL FESTIVAL RENT AND NET RENTAL INCOME
Additional Festival Rent and Net Rental Income, as defined in the Agreement, for each year of
the Term shall be equal to the amounts set forth below:

	Additional Festival & Net Rental Income
Year 1	10,000
Year 2	10,300
Year 3	10,609
Year 4	10,927
Year 5	11,255
Year 6	11,593
Year 7	11,941
Year 8	12,299
Year 9	12,668
Year 10	13,048
Year 11	13,439
Year 12	13,842
Year 13	14,258
Year 14	14,685
Year 15	15,126
Year 16	15,580
Year 17	16,047
Year 18	16,528
Year 19	17,024
Year 20	17,535
Year 21	18,061
Year 22	18,603
Year 23	19,161
Year 24	19,736
Year 25	20,000
Year 26	20,000
Year 27	20,000
Year 28	20,000
Year 29	20,000
Year 30	20,000

EXHIBIT H
IMA ADDITIONAL INSUREDS

Additional Insured Parties and their addresses:

I.M.P., Inc., It's My Party, Inc.
6112 Lenox Rd., Bethesda, MD 20817

It's My Amphitheater, Inc. and I.M.A., Inc. d/b/a Merriweather Post Pavilion
10475 Little Patuxent Parkway, Columbia, MD 21044
attn: Jean Parker

The Howard Hughes Corporation
HRD Development Management, LLC
The Howard Research And Development Corporation
Merriweather Post Business Trust
13355 Noel Road – 22nd Floor
Dallas, TX 75240

It's My Baltimore, Inc.
I.M.B., Inc.
6112 Lenox Rd., Bethesda, MD 20817

Seth Hurwitz
6112 Lenox Rd., Bethesda, MD 20817

Rich Heinecke
5709 Mohican Rd., Bethesda, MD 20816

The Columbia Association, Inc.
10221 Wincopin Circle - #100
Columbia, MD 21044