

LEASE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
LEVINE MUSIC, INC.
DATED 3/14/2016

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), dated as of this 14th day of March 2016 (the “Effective Date”) by and between MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland (hereinafter, together with its successors and assigns called “the County” or “Landlord”), and LEVINE MUSIC, INC., a 501(c)(3) corporation of the District of Columbia (hereinafter, together with its successors and assigns called “Tenant”) (the County and Tenant together the “Parties” and individually a “Party”).

BACKGROUND:

The County is the owner of the property located at the intersection of Wayne Avenue and Fenton Street in Silver Spring, Maryland with a street address of 900 Wayne Avenue and more particularly described in Exhibit A attached hereto (the “Property”);

The County has constructed a building on the Property (“Silver Spring Library Complex”) consisting of the Silver Spring Library operated by the Montgomery County Department of Public Libraries and other facilities including the Leased Premises (as defined hereinafter);

Tenant is a 501(c)(3) non-profit corporation primarily offering music education, instruction and performance opportunities. The Tenant is currently accredited by the National Association of Schools of Music and the only All-Steinway community music school in the United States. The Tenant is also currently certified by the National Guild of Community Schools of Arts as exemplifying the highest standards of excellence and access in community arts education;

The County desires to lease the Leased Premises (as defined hereinafter) to Tenant, and Tenant desires to lease the Leased Premises from the County for, among other things, the purpose of operating a music education center, upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the terms of this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LEASED PREMISES; BASE BUILDING; TENANT BUILD-OUT; AND PROJECT SCHEDULE:

A. The “Leased Premises,” as shown in Exhibit B attached hereto, shall consist of approximately 9,000 square feet of net usable space located on the second floor of the Silver Spring Library Complex. Tenant shall have the right to hire an architect, at Tenant’s sole cost, within one hundred (120) days following the delivery of the Leased Premises to re-measure the Leased Premises. In the event the architect’s determination is more or less than 9,000 net useable square feet, Landlord and Tenant agree to execute an amendment to this Lease memorializing the actual net useable square feet in the Leased Premises, and all amounts hereunder based upon square footage shall be adjusted accordingly. The Leased Premises are leased and conveyed by Landlord to Tenant and accepted by Tenant in “as is” condition as of the Commencement Date (as defined in Article 2 below), provided that the Leased Premises are delivered by Landlord to Tenant in the condition required under this Lease.

B. Tenant intends to complete certain work and construction to the Leased Premises as more particularly described in Exhibit C attached hereto (“Tenant Build-Out”).

C. Tenant’s concept drawings (“Tenant’s Concept Plans”) for the Tenant Build-Out are attached hereto as Exhibit C and are hereby approved by Landlord. Prior to the commencement of the Tenant Build-Out, Tenant will submit updated construction plans to Landlord for approval and such approval shall not be unreasonably withheld, conditioned or delayed so long as the plans substantially comply with the Tenant’s Concept Plans (the final plans are referred to herein as “Tenant’s Plans”). The County shall deliver the Leased Premises to Tenant within five (5) days (except as set forth below with respect to the Power Work) following the full execution of this Lease in a warm, dark, shell condition with the following work completed: (i) HVAC ductwork shall be provided within a shaft to the Leased Premises from the roof (no internal duct work to be provided) and connected to the existing central HVAC unit serving the Silver Spring Library Complex and meeting the following specifications: including medium pressure ductwork to VAV boxes to which Tenant can connect low pressure ductwork for the supply/ventilation air to the Leased Premises, (ii) electric stub-out to the panel boards for the Leased Premises with a minimum of 400 amp capacity (County and Tenant agree that if the panel boards for the electric stub out are not located within the Leased Premises as of

the date hereof, that the County will be responsible for all costs and shall perform and complete the work necessary to bring the panel board and the required power into the Leased Premises (collectively, the "Power Work") within forty-five (45) days following the full execution of this Lease), (iii) two (2) finished restrooms in the Leased Premises with working plumbing and light fixtures that meet all applicable codes for unfinished space and are compliant with the American With Disabilities Act ("ADA"), (iv) code compliant sprinkler system for unfinished space, (v) water and sewer lines and availability to Leased Premises, (vi) code and ADA compliant fire and life safety systems for unfinished space, equipment and wiring, and (vii) exterior walls, unfinished gypsum board on the interior of the exterior walls, and fire rated columns (collectively, the "Base Building Work"). All of the Base Building Work and the Base Building (defined below) shall comply with applicable codes and laws and the provisions herein regarding specifications. Tenant shall pay all costs of the design, permitting and construction for the Tenant Build-Out including all fit-out, finishes and Furniture, Fixtures and Equipment ("FF&E"). Any delay in delivering the Leased Premises as required hereunder shall be deemed a "Landlord Delay" and in such event, the Commencement Date shall be extended one day for each day of Landlord Delay.

Landlord has paid all costs of the design, permitting and construction of the Base Building Work and has obtained Core and Shell Use and Occupancy permits for all of the base building components of the Silver Spring Library Complex ("Base Building"), including the Base Building Work, and represents and warrants that the Base Building, and Base Building Work meet LEED Silver requirements. For purposes hereof, Base Building shall include the Base Building Work.

D. Tenant shall select, with the approval of the County, the Tenant General Contractor ("TGC") to complete the Tenant Build-Out. The County's approval shall not be unreasonably withheld, conditioned or delayed. For purposes hereof, the County hereby approves all of the following contractors: Forrester Construction, CCSI Construction, Washington Landmark Construction and The Polinger Company. Tenant shall make its selection of the TGC to perform the construction of the Tenant Build-Out in a timely manner so as to complete the construction of the Tenant Build-Out no later than eight (8) months after the date the Leased Premises is delivered to Tenant in the condition required herein. Tenant shall inform

the County in writing of its selection of TGC. Tenant will obtain, at its cost, a one (1) year warranty against defects in materials and workmanship with respect to the Tenant Build-Out performed under such contract. The County itself does not, and shall not, warrant in any way the condition of the Tenant Build-Out of the Leased Premises, nor be liable for any defects in materials or workmanship in the Tenant Build-Out unless caused by latent defects in the Base Building.

E. During the Term hereof, Tenant shall have (and during the Tenant's Build-Out, Tenant, Tenant's TGC and subcontractors shall have) Full Access (defined in Article 2 below) and shared use of utilities, loading dock, elevators accessing the Leased Premises and all common areas of the Silver Spring Library Complex. Tenant shall coordinate Tenant's Build-Out with the County and agrees not to unreasonably interrupt the normal operations of the Silver Spring Library Complex except in the case of an emergency and Tenant agrees to minimize any such interruption. Any planned disruptions to utilities or other services or amenities to the Silver Spring Library Complex (including, but not limited to, use of elevators, loading docks and parking) must be approved, in writing, in advance, by the County, such approval not to be unreasonably conditioned or delayed. Tenant's Build-Out must be performed in a professional, workmanlike manner and in compliance with Tenant's Plans approved by the County. Upon completion of the Tenant's Build-Out, the County may inspect the Tenant's Build-Out for compliance with approved Tenant Plans. In the event that the County determines, in its reasonable discretion, that the Tenant's Build-Out is not in compliance with the approved Tenant's Plans, Tenant, at Tenant's sole cost and expense, shall bring the Tenant Build Out into compliance with the Tenant's Plans approved by the County. References to the County herein are intended to be to the County, as a property owner and landlord under this Lease, and not in regard to the County acting in any other specific governmental capacity, including for the purposes hereof, for approving and issuing permits. Tenant hereby acknowledges that entering into this Lease shall not provide Tenant with an option to purchase the Property or any portion thereof.

2. TERM: This Lease shall be for a term of ten (10) years ("Initial Term") commencing on the Commencement Date (as herein defined) and expiring at the end of the 120th month

following the Commencement Date (“Expiration Date”). For purposes hereof, “Term” shall refer to the Initial Term and any Renewal Terms. Notwithstanding the foregoing, unless expressly set forth herein to the contrary, the obligations and rights of the parties herein (except for the payment of Rent) shall commence on the date hereof. The “Commencement Date” shall be the date of Substantial Completion of the construction of the Tenant Build-Out of the Leased Premises, but in no event later than eight (8) months following County’s delivery of the Leased Premises to Tenant in the condition required hereunder. As used herein, “Substantial Completion” shall occur upon the issuance of a Use and Occupancy Permit for the Leased Premises, with the exception of any punch list items which do not interfere with Tenant’s intended use of the Leased Premises. The actual Commencement Date and Expiration Date of this Lease shall be memorialized in a Lease Commencement Date Certificate in the form attached hereto as Exhibit D to be executed by County and Tenant following the Commencement Date. As used above, “Full Access” shall mean Tenant’s right to enter into the Silver Spring Library Complex, Property, Leased Premises, construct the Tenant Build-Out, and install its cabling, furniture and equipment in accordance with applicable permits issued for such work by the applicable regulatory agencies without unreasonable interference from the County, its contractors, agents or others acting through or on behalf of the County and to use all common areas of the Property and Silver Spring Library Complex including without limitation elevators, stairwells, areas of ingress and egress, sidewalks, and outdoor and indoor areas. Tenant shall have access, ingress and egress to the Leased Premises at all times during the Term.

3. RENEWAL AND EARLY TERMINATION RIGHT:

Tenant shall have the right to renew this Lease for two (2) additional five (5) year terms (“Renewal Terms”) pursuant to and by providing the Renewal Notice in the form as attached hereto as Exhibit E not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the then-current term of the Lease; provided that Tenant shall not be in default of any material term of this Lease (beyond the expiration of all applicable notice and cure periods) at the time such Renewal Term commences; the Rent during the Renewal Terms shall be negotiated between the Parties. Notwithstanding the foregoing, and in addition to the termination rights set forth in Article 38 of this Lease: (i) Tenant may terminate this Lease by

written notice to the County at any time during the six (6) month period prior to the expiration of the then-current term, (ii) Tenant may terminate this Lease upon sixty (60) days' prior notice in the event that Tenant's cost in connection with this Lease, including, without limitation, Rent and other costs incurred by Tenant to provide services to and to maintain the Leased Premises in any Lease Year of the Initial Term (defined as the twelve (12) month period beginning on the Commencement Date and each anniversary thereafter)(pro-rated for partial years) exceeds the Termination Threshold; for purposes hereof, the "Termination Threshold" during each of the first five (5) Lease Years shall be \$90,000; thereafter, the "Termination Threshold" for each Lease Year in the Initial Term shall be an amount equal to 102% of the Termination Threshold that was in effect for the immediately preceding Lease Year, (iii) Tenant may terminate this Lease by notice to the County in the event any services or utilities provided by County are interrupted for a period in excess of ten (10) consecutive days, without payment of any penalty of fee or in the event the Silver Spring Library Complex is no longer exempt from real estate taxes (County confirms that it currently does not pay any real estate taxes). In the event Tenant terminates the Lease in connection with sections (ii) and/or (iii) above, County shall reimburse Tenant the then unamortized costs of Tenant's Build-Out of the Leased Premises, subject to County's receipt of such funds through the appropriations process referenced in Article 38 of this Lease.

4. USE OF THE LEASED PREMISES:

A. Tenant shall be permitted to use the Leased Premises for the following business uses: teaching studios, classrooms, offices, performance spaces and practice spaces (including for dance programs), classroom space for youth programs, administrative offices, storage space, and other uses related to arts development, arts advocacy and/or community arts programs (collectively, the "Permitted Use").

B. Tenant agrees that its use of the Leased Premises, including any use of the Leased Premises by any Permitted Licenses and/or subtenants pursuant to Article 19, shall conform fully with all applicable zoning ordinances, and shall be subject to all applicable regulations, statutes, and permits for the use and occupancy of the Leased Premises as established by all appropriate authorities having jurisdiction.

5. RENT:

County and Tenant agree that Tenant shall not pay any base rent for the Leased Premises during the Term. During the Term of this Lease, Tenant shall pay to County, in accordance with the terms herein, Tenant's Proportionate Share of Operating Expenses (defined in Article 9) and the Utilities Charge (defined in Article 9) (such payments are collectively referred to as "Rent"). All Rent payments should be mailed to Montgomery County Government, P.O. Box 829464, Philadelphia, Pennsylvania 19182-9464. Electronic payments may also be arranged. County may from time to time designate a new place for receipt of Rent by written notice to Tenant. Any payment by Tenant of less than the total Rent due shall be treated as a payment on account. Acceptance of any check bearing an endorsement, or accompanied by a letter stating, that such amount constitutes "payment in full" (or terms of similar import) shall not be an accord and satisfaction or a novation, and such statement shall be given no effect. County may accept any check without prejudice to any rights or remedies which County may have against Tenant. For any portion of a calendar month at the beginning or end of the Term, Tenant shall pay in advance the pro-rated amount of the Rent for each day included in such portion of the month. Should Tenant fail to pay monthly Rent in accordance with this Lease, and if Tenant's failure continues for more than ten (10) business days after Rent was due, Tenant shall pay to County, with Tenant's next monthly payment of Rent a late fee equal to five percent (5%) of the monthly Rent; provided, however, that the late fee shall be waived for the first late payment in any twenty-four (24) month period. Tenant's failure to pay Rent shall constitute a material breach of this Lease and shall be subject to enforcement under the default provisions of Article 17. The late payment of Rent six (6) times in any calendar year shall be considered a substantial and material breach of this lease, and likewise shall be subject to enforcement under default provisions of Article 17. Tenant shall pay all governmental taxes, charges, fees and assessments applicable to Tenant's leasehold estate in the Leased Premises, personal property, trade fixtures and inventory or other tax attributable to its use of the Leased Premises before they become delinquent. Notwithstanding anything to the contrary herein, the Parties agree that Tenant is only obligated to pay such Rent so long as charges and costs for the utilities for the Leased Premises and Operating Expenses for the Property are actually being incurred by the County. As

set forth in Article 9, Rent shall be due and payable on the first (1st) of each month commencing on the Commencement Date.

6. PARKING: Tenant acknowledges that County does not grant Tenant the use of any parking spaces at the Silver Spring Library Complex and that public parking is currently available across Wayne Avenue in a public parking garage. At no time will any of Tenant's employees, contractors, guests or other invitees be permitted to park on the Property with the exception that if designated handicap accessible spaces are available on the Property, then persons with valid hangtags or license plates who are at the Property transacting business for or with Tenant may use such spaces.

County agrees that Tenant and its contractors shall have access and be permitted to use in common with all other occupants of the Silver Spring Library Complex the drop off zone that abuts the alley behind the Silver Spring Library Complex.

7. TENANT'S SERVICES AND COMMUNITY PROGRAMS:

Tenant agrees to annually furnish certain services and community programs (collectively, the "Services and Community Programs") during the Term. Such Services and Community Programs will be substantially similar to the services listed on Exhibit H attached hereto. In addition, the Services and Community Programs are subject, from time to time, to review by the Silver Spring Regional Services Center Director and may be changed as agreed to in writing by the Tenant and the County. In addition, Tenant agrees to furnish the County with a copy of the annual report that Tenant provides to the Arts and Humanities Commission of Montgomery County (AHCMC) for grant purposes, describing services and community programs offered by Tenant.

8. HOLDOVER:

A. No Right to Holdover. Tenant shall have no right to holdover and continue to occupy the Leased Premises upon expiration or termination of this Lease without first obtaining the prior written permission of the County.

B. Holdover with Consent. If Tenant holds over after the expiration of this Lease with the County's consent, the tenancy created by such holding over shall be on the same terms of this Lease or such terms and conditions as the County and Tenant may otherwise agree in writing, provided, however, that in all cases (except for an Event of Default by Tenant) thirty (30) days' notice shall be required to terminate the tenancy created by such consented hold-over.

9. SERVICES TO LEASED PREMISES:

A. Services and Utilities: Subject to the provisions herein, Tenant shall make all arrangements, in Tenant's name, whether with private providers, governmental authorities, or public utilities, for all services other than the utilities described below to the Leased Premises during the Term of the Lease, including without limitation telephone, cable, and internet. The County shall have no responsibility for such arrangements. The County agrees (at no cost to the County) to cooperate with Tenant's efforts to obtain services. The County shall provide, at its cost, access and supply of all utilities including, without limitation, gas, electricity, water, and sewage to the Base Building. County and Tenant agree that County is currently unable to separately meter the utilities including gas, electricity, water and sewage, for the Leased Premises and that County will arrange for and shall be responsible for the provision of such service to the Leased Premises. Tenant shall reimburse County each month a charge for such utilities (collectively, the "County Billed Utilities"). Beginning on the Commencement Date, Tenant shall pay County an annual amount for County Billed Utilities ("Utilities Charge"). For each of the first five (5) Lease Years (defined below) in the Term, the annual Utilities Charge shall equal Thirty Two Thousand Two Hundred Twenty and no/100ths Dollars (\$32,220). The monthly installments during the first five (5) Lease Years shall equal Two Thousand Six Hundred Eighty Five and no/100ths Dollars (\$2,685). County and Tenant agree that such amount is based upon County's estimate of Three and 58/100ths Dollars (\$3.58) per net useable square feet in the Leased Premises (the annual per square foot amount is referred to herein as the "Utilities Rate"). The foregoing estimated amount shall be adjusted, subject to the provisions herein, if the Leased Premises measures more or less than 9,000 net useable square feet. In addition, subject to the terms herein, the estimated amount shall be adjusted in the event separate metering of tenant spaces within the Silver Spring Library Complex takes place and an accurate

actual usage can be determined. Commencing on the fifth (5th) anniversary of the Commencement Date and continuing on each anniversary thereof through the expiration of the Initial Term, County shall be permitted to increase the annual amount of the Utilities Rate (per square foot), by providing Tenant with prior written notice, subject to the provisions herein, for the following Lease Year, based upon estimated usage by Tenant; provided, however, in no event shall such increase and the annual amount (and the amount Tenant is obligated to pay hereunder for such charges) exceed the maximum amounts set forth below:

Sixth Lease Year - \$32,850 (\$3.65psf)

Seventh Lease Year - \$33,480 (\$3.72psf)

Eighth Lease Year - \$34,110 (\$3.79psf)

Ninth Lease Year - \$34,740 (\$3.86psf)

Tenth Lease Year - \$35,460 (\$3.94psf).

Tenant shall not be liable for any additional charges in connection with County's administration of the utilities. County agrees to provide Tenant with copies of the utilities bills received from the utility providers following Tenant's written request.

B. Payment: Tenant shall pay the Utilities Charge to County in advance in monthly payments on or before the first day of each month. Tenant shall pay all of the bills and expenses relating to Tenant's services on time and shall not permit any disruption of any service to any portion of the Leased Premises. County shall pay the utilities on time and shall not permit any disruption of any service provided by County to the Leased Premises by virtue of late or non-payment.

C. Maintenance of Leased Premises and Obligation of Landlord to Repair Building: Tenant agrees to maintain the Leased Premises, including the Tenant Build-Out, in good condition and state of repair throughout the term and any extension thereof. Tenant shall be responsible for all repairs and maintenance with respect to the Leased Premises, except for any repairs and maintenance necessary associated with the Base Building, which shall be the responsibility of the County, and which shall be performed promptly and in a good and workmanlike manner. Any and all other costs attributable to the repair, maintenance, or

operation of the Leased Premises, including cleaning and janitorial services for the Leased Premises shall be the obligation of Tenant, and Tenant shall pay the same as and when due. Cleaning and janitorial services for the Leased Premises shall be comparable to or better than the cleaning and janitorial services generally provided for the Silver Spring Library by the County, so that the condition of the Leased Premises are at all times maintained in a clean and first class condition consistent with the conditions maintained for the operation of the Silver Spring Library by the County. The County agrees that it will undertake the repair and reconstruction of the Silver Spring Library Complex in connection with any fire or other casualty, subject to appropriations for the deductible and the receipt of proceeds from County's property insurance carrier.

D. Operating Expenses: The County shall be responsible for any and all maintenance and services to the Base Building and Silver Spring Library Complex, to include:

1. Repair and maintenance of roof and building envelope and Base Building Work;
2. Repair and maintenance of plumbing, electrical, mechanical, and structural building systems, HVAC units, elevators and escalator;
3. Provision of landscaping and snow and ice removal;
4. Provision of dumpster and trash removal;
5. Provision of exterior window washing at a similar interval with other County facilities.
6. Provision of security system contract for Base Building (and not Leased Premises).
7. Regular exterior pest control.

The costs incurred in connection with the provision of the above shall be deemed "Operating Expenses", and Tenant agrees to pay "Tenant's Proportionate Share of Operating Expenses" during each year of the Term. For purposes hereof, Tenant's Proportionate Share of Operating Expenses shall be calculated by multiplying the net usable square footage of the Leased Premises (currently estimated to be 9,000 sf) times the per square foot rate used by

Montgomery County, Maryland to budget and bill for maintenance expenses across all facilities operated by Montgomery County, Maryland (“Maintenance and Common Area Cost Estimate”); the foregoing rate shall be verifiable through the public process and will be applied in a uniform and consistent manner. The rate in use on the Commencement Date is Four Dollars (\$4.00 psf); Operating Expenses shall not include the following (i) depreciation of the Silver Spring Library Complex, (ii) payments of principal and interest on any mortgages, deeds of trust or other encumbrances upon the Silver Spring Library Complex; (iii) the cost of any repair, restoration, replacement or other item, to the extent County is actually reimbursed therefor by insurance, warranties or condemnation proceeds; (iv) leasing commissions, attorneys' fees and advertising costs incurred by County to lease space in the Silver Spring Library Complex to tenants or prospective tenants; (v) rental payments made under any ground lease, (vi) utility costs, construction costs, brokerage and leasing costs for the leasable area of the library itself and to the extent possible, any areas which are leased to other tenants (it being understood that Operating Expenses shall include utility costs for the Base Building systems). Beginning on the Commencement Date, and continuing through the Term, Tenant shall pay County monthly installments of Tenant’s Proportionate Share of Operating Expenses, based upon County’s estimate of Three Thousand and no/100ths Dollars (\$3,000)(the foregoing estimate is based upon an annual cost of Four and no/100ths Dollars (\$4.00) per useable square feet in the Leased Premises). Such payments shall be due on or before the first (1st) day of each month. County shall promptly notify Tenant in advance of the annual Maintenance and Common Area Cost Estimate for each year. Notwithstanding anything herein to the contrary, County and Tenant agree that through December 31, 2021, Tenant’s Proportionate Share of Operating Expenses for each calendar year (on an annual basis) during the Term (and the amount payable by Tenant) shall not exceed Thirty -Six Thousand Dollars (\$36,000) (based upon Four and no/100ths Dollars (\$4.00) per net useable square feet in the Leased Premises) (the “Operating Expense Cap”) (such amount shall be pro-rated for any partial calendar year). Commencing on January 1, 2022 and continuing on each anniversary thereof through the expiration of the Initial Term, the Operating Expense Cap shall increase, subject to the provisions herein, to the amounts below:

Calendar Year 2022 - \$36,720 (\$4.08psf)

Calendar Year 2023 - \$37,440 (\$4.16psf)

Calendar Year 2024 -\$38,160 (\$4.24psf)

Calendar Year 2025 - \$38,880 (\$4.32psf)

Calendar Year 2026 - \$39,690 (\$4.41psf)

E. Temperature and Humidity Control: The HVAC equipment provided by the Tenant shall be fully responsible for meeting any requirements for temperature and humidity levels in the Leased Premises. In the event that it becomes necessary to install window coverings on or apply film to the exterior facing windows to aid in temperature control, all such installations must be approved in writing by the County which approval shall not be unreasonably withheld, conditioned or delayed, prior to installation. Any such installation in the Leased Premises will be at Tenant's sole cost and expense.

F. Security: The County assumes no responsibility or liability for the personal safety and security of Tenant's employees, patrons, students or contractors. Tenant shall have the right to install a separate security system in the Leased Premises, at Tenant's sole cost, both for installation and monitoring. The County will require Tenant to use the County's security system to control off-hour entry into the Silver Spring Library Complex and will provide ten (10) access cards at the actual cost charged to County. Tenant may choose, at its own cost, to extend this security system to the entrances into the Leased Premises and the County will cooperate with Tenant. Security within the Leased Premises shall be provided by Tenant as it determines what best meets its needs and shall be at Tenant's sole cost and expense.

10. ALTERATIONS SUBSEQUENT TO TENANT BUILD-OUT: After the Commencement Date, Tenant shall not make any interior or exterior alterations to the Leased Premises (whether structural or non-structural) ("Alterations") without the prior written approval of the County, which approval may be granted or withheld in the County's sole discretion; provided, however that County's consent shall not be required for cosmetic alterations on the interior of the Leased Premises that do not exceed Twenty Thousand Dollars or for Alterations required in connection with any repair to the improvements installed as part of the Tenant Build-Out or required by applicable law.

11. NON-DISTURBANCE AND QUIET ENJOYMENT: The County covenants and agrees that, at all times during the term of the Lease and any extensions thereof (provided that Tenant is not in default under the Lease), Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, without interruption or disturbance from the County or anyone claiming through or under the County, subject to the terms of the Lease.

12. FIXTURES AND EQUIPMENT: All items which are attached to the Base Building or are a part of the Base Building's systems at the time the Leased Premises are delivered to Tenant shall be considered part of the Base Building and shall remain the property of County. All moveable partitions, trade fixtures, or equipment installed within the Leased Premises at Tenant's expense, including as part of the Tenant Build-Out, shall remain the property of Tenant and may be removed by Tenant at or prior to the expiration or earlier termination of this Lease. Upon the expiration or earlier termination of the Lease, Tenant, at its sole expense, shall repair any damage to the Leased Premises caused by such removal so that the Leased Premises are in substantially the same condition as at the Commencement Date, excepting reasonable wear and tear and items which are County's obligation. Tenant shall have no obligation to remove any fixtures installed pursuant to Tenant's Plans. County hereby subordinates any lien that it may have in any personal property or improvements located within the Leased Premises to any lender or other party who may be financing the purchase of such equipment and/or improvements and/or any leasing agent who may be leasing any equipment to Tenant and, following Tenant's written request to do so, shall execute any documentation required to evidence such subordination.

13. Intentionally Deleted.

14. INSURANCE: Tenant shall at all times during its presence (or that of its agents, contractors, or employees) on the Property (including during the Tenant Build-Out) maintain commercial general liability insurance as approved by the County, including workers' compensation, and contractual liability insurance insuring Tenant's indemnity obligations under the Lease, and such other customary insurance coverage for similar non-profit corporations as may reasonably be required by the County in amounts and form as specified on Exhibit F attached hereto. Prior to any entry by Tenant, or anyone at Tenant's direction, onto the Property,

Tenant shall deliver to the County certificates of insurance (and, if required by the County, complete copies of the insurance policies) evidencing such insurance is in full force and effect.

Landlord shall maintain property insurance at all times during the Term in an amount equal to eighty percent (80%) of the full replacement value of the Silver Spring Library Complex (“Landlord’s Property Insurance”).

15. INDEMNIFICATION:

A. Tenant’s Indemnification. Tenant agrees to defend, indemnify, and hold the County harmless from any and all claims of liability, actions, damages and expenses, including, but not limited to, for death or injuries to person or property, reasonable attorneys’ fees and litigation costs (“Claims”), to the extent they arise out of or related to (i) Tenant’s design, construction (including installation of equipment), use, or possession of the Leased Premises, (ii) any breach of this Lease by Tenant, or (iii) any claim, action, damage, liability or expense occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, guests or employees, (including any environmental enforcement or clean up action); provided however, in connection with any claim for property damage resulting from fire or other casualty to the Silver Spring Library Complex, the foregoing obligation shall be limited to the lesser of (i) the amount of the then existing deductible (provided, however, in no event shall Tenant’s obligation exceed One Million dollars (\$1,000,000) during the Term) under Landlord’s Property Insurance or the deductible which would have been applicable had Landlord carried the foregoing required insurance and (ii) the amount actually incurred by the County in connection with such Claims.

B. Indemnification for Artistic Content. The County hereby acknowledges and agrees that it will have no approval rights with respect to the artistic content of the use of the Leased Premises. Tenant shall be solely responsible for and shall defend and indemnify and hold the County harmless from and against any and all claims, liabilities, demands, suits, or causes of actions, judgments, obligations, fines, penalties, costs and expenses, and reasonable attorneys’ fees incurred by the County resulting from and/or arising out of, or in any way connected to any claims, suits, or proceedings brought against the County based on the artistic content by Tenant

or anyone permitted by Tenant to use the Leased Premises, including actions for artistic infringement.

C. County's Indemnification. County agrees to defend, indemnify, and hold Tenant harmless from any and all claims of liability, actions, damages and expenses, including, but not limited to, for death or injuries to person or property, reasonable attorneys' fees and litigation costs, arising out of or related to (i) the Base Building as defined in Article 1.C of this Lease and (ii) acts or omissions of the County, its agents, contractors, or employees (including any environmental enforcement or clean up action); provided, however, any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation of and availability of funds. Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (the "LGTC"); Md. Code Ann., Local Govt. Art. §§ 10-201, et seq. (2013); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2013), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

16. TENANT'S DUTIES AND COVENANTS:

A. Waste. Tenant shall not strip, overload, damage, or deface the Silver Spring Library Complex, the Base Building, or the Leased Premises, nor suffer or permit any waste in or upon the Silver Spring Library Complex, the Base Building, or the Leased Premises.

B. Storage of Flammable Material. Except for standard cleaning supplies and supplies required to maintain musical instruments or necessary for an art-related purpose, such as paint, stored in accordance with all applicable safety laws and regulations, Tenant shall not keep or store gasoline, other flammable material, any explosive, or hazardous material as defined under State and Federal and County laws and regulations, within the Silver Spring Library Complex, the Base Building or the Leased Premises which shall increase the rate of fire insurance on the Base Building, the Leased Premises or the Silver Spring Library Complex

beyond the ordinary risk established for the type of operations described in Article 4 of this Lease. Any such increase in the insurance rate due to the above, or due to Tenant's special operations within the Leased Premises, shall be borne by Tenant. Tenant shall not willfully do any act or thing in or about the Leased Premises which may make void or voidable any insurance on the Base Building, the Leased Premises or the Silver Spring Library Complex, and Tenant agrees to conform to all reasonable rules and regulations established from time to time by the County (as a governmental authority and not as a County), the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters; provided, however, in the event of a conflict with the provisions of this Lease, the provisions of this Lease shall control.

C. Use. Tenant shall not permit any trade or occupation to be carried on or use made of the Leased Premises outside of the scope of this Lease as described in Article 4 hereof. Tenant shall not use, or allow to be used, the Leased Premises or any part thereof for any illegal or unlawful purpose, and upon notice of any violation of law, shall take appropriate action to correct such violation. Tenant acknowledges that all of its responsibilities relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Tenant's agents, subtenants, employees, patrons, and guests.

D. Signage. Tenant shall be permitted throughout the Term hereof to install and to maintain exterior signage on the Silver Spring Library Complex in one or more of the locations set forth in Exhibit I attached hereto and in a form mutually agreed upon by Tenant and County within sixty (60) days after the date the Lease is fully executed. The County may, at its sole discretion, provide and incorporate Levine Music as part of the library directional signage to the loading dock/book drop off area of the Silver Spring Library Complex. All Tenant signage on the exterior of the Silver Spring Library Complex shall comply with all applicable County, State, and Federal laws and shall be subject to written approval by the County in its capacity as owner of the Leased Premises, which approval shall not be unreasonably withheld. Except as permitted herein, any placard, sign, lettering or awning (a "Projection") on the exterior of the Leased Premises (and/or the Silver Spring Library Complex) must first be approved by the County in writing and shall not be constructed, installed, or placed anywhere on or about the Property, the Silver Spring Library Complex or the Leased Premises. The County's approval shall not be

unreasonably withheld, conditioned or delayed. Any such sign or Projection must be permitted under Montgomery County Zoning Ordinance, 2014, as amended, (the "Zoning Ordinance") and must be approved by the County agency responsible for administering the Zoning Ordinance, which may withhold its approval for any reason. Following termination of this Lease, Tenant shall remove any and all exterior signs erected by or on behalf of Tenant and shall pay for or repair any damage caused by the installation or removal of such signage.

E. Authority. Tenant verifies and acknowledges that the person executing this Lease on behalf of Tenant has the legal authority to bind Tenant to the duties and obligations set forth herein. Tenant further verifies and acknowledges that such person's signature creates a binding obligation on the part of Tenant for the term of this Lease. Tenant verifies and acknowledges that it is in good standing and/or qualified to do business in the State of Maryland.

17. DEFAULT:

A. Events of Default. Each of the following shall constitute an event of default ("Event of Default"):

1. Tenant's failure to timely pay Rent within five (5) business days after receipt of a written notice from County ("Default Notice").
2. Intentionally Deleted.
3. Failure to substantially perform under any term, covenant or condition of this Lease (other than the payment of Rent), and the continuance thereof for thirty (30) days after written notice from the County specifying said failure or such greater time as may be reasonably required to correct such failure with Tenant acting diligently; provided, however, such thirty (30) day period shall be extended to ninety (90) days in connection with a failure to perform pursuant to Article 7 herein or any failure to perform pursuant to any Rule or Regulation.
4. The commencement of any involuntary action or proceeding for the dissolution or liquidation of Tenant or for the appointment of a receiver or trustee of Tenant's property, and the failure to discharge any such action within one hundred twenty (120) days.
5. The making of any general assignment for the benefit of Tenant's creditors.

B. County Remedies. Upon occurrence of an Event of Default by Tenant, the County is entitled to all remedies available at law or in equity, including, but not limited to, the right to terminate the Lease and the right to re-let the Leased Premises (if the Lease has been terminated). Any termination of this Lease shall be effectuated by appropriate proceedings brought in any court of competent jurisdiction in Montgomery County, Maryland. Notwithstanding the termination of this Lease, Tenant shall remain liable for any and all claims, costs, damages, expenses, fees, liabilities, and losses suffered by or incurred on behalf of the County as a result of Tenant's Event of Default, including all reasonable attorney's fees and any costs the County incurs in recovering possession of the Leased Premises; provided, however, the County shall exercise reasonable efforts to mitigate any damages that the County may suffer as a result of any Event of Default by Tenant. The foregoing shall not obligate the County to lease to any tenant it deems unsuitable.

C. No Waiver. In the event that proceedings shall at any time be commenced for recovery of possession as aforesaid and a compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of the Leased Premises, then such proceedings do not constitute a waiver of any condition or agreement contained herein or of any subsequent breach of this Lease. No waiver of any breach of any condition contained herein shall be construed to be a waiver of that condition or of any subsequent breach thereof.

18. EMINENT DOMAIN:

A. Landlord Right. The County is entitled to receive any award from a governmental authority for the fair market value of the Property and any improvements paid for with County funds located on the Property, including the Silver Spring Library Complex.

B. Tenant Right. Tenant is not precluded from claiming, proving and receiving, in a separate claim filed by Tenant against the authority exercising the power of eminent domain, such sums to which Tenant may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the County's award for the fee interest, the Base Building, and any improvements in the Leased Premises paid for by the County.

C. Right to Terminate. The County or Tenant may terminate this Lease upon exercise of eminent domain by a condemning authority that renders the Leased Premises unfit for the use and purpose set forth in Article 4 herein (unless only for a temporary period), and such termination shall be effective upon the date of the taking by the condemning authority.

19. LICENSES AND SUBLEASING:

A. Permitted Licenses. Tenant shall have the right, with the County's written approval, which shall not be unreasonably withheld, conditioned or delayed, to grant licenses within the Leased Premises to other not-for-profit arts, arts education, arts advocacy or not-for-profit organizations or other community and/or service related entities ("Permitted Licenses"); provided that the use shall be permitted hereunder, and Tenant provides the County with copies of the licensee and supporting documentation regarding its compliance with these requirements prior to the effective date of each sublease for County's approval in accordance with Article 19B.2 below. Notwithstanding anything herein to the contrary, County's consent shall be deemed given in the event that the duration of the license is for a period of less than twenty-four (24) hours and County fails to respond to Tenant's request within five (5) days from submission. All uses pursuant to this section of the Lease shall not conflict with the County's need to properly provide for the security of the Silver Spring Library and Silver Spring Library Complex.

B. County Consent for Tenant Subleasing. Tenant shall not sublease any part of the Leased Premises without the County's express written consent, which consent may be granted or denied in the County's sole discretion. The County's written consent shall be obtained in the following manner:

1. Tenant shall submit to the County a copy of the proposed sublease, a description of the activities and uses proposed by subtenant, proof of the subtenant's ability to pay rent, adequately maintain its premises and otherwise comply with all terms and conditions of this Lease, and any other information pertinent to the proposed subtenant's use and occupancy as may be reasonably requested by the County. The subtenant shall be "cost-neutral," such that the rent paid by the subtenant shall be less than or equal to the sum of Tenant's cost associated with the applicable portion of the Leased Premises (including all maintenance, security, financing, and

administrative costs, as well as capitalized costs of the Tenant Build-Out or other capital improvements).

2. The County shall make a decision on the proposal and shall respond in writing to Tenant not later than thirty (30) days after receipt of all information required by this Article any additional information that may be requested by the County. If the County does not provide a response within such thirty (30) day period, the County will be deemed to have not consented to the proposed sublease.

3. The County may withhold consent for any sublease if the County determines, in its sole but reasonable discretion that such sublease will have a negative impact on the Property, Silver Spring Library Complex, Base Building, or Leased Premises or the Services or Community Programs to be provided under Article 7 of this Lease or on the surrounding neighborhood.

20. RIGHT OF ENTRY:

A. Repairs and Inspection. Tenant shall permit County, its agents or employees, at reasonable times and upon reasonable notice (not less than seventy-two (72) hours prior notice) to enter the Leased Premises without charge to: (1) examine, inspect and protect the Leased Premises; (2) to perform maintenance and repairs the County may in its reasonable discretion consider necessary or desirable; (3) during the final eighteen (18) months of the initial term or any extension thereof to exhibit the Leased Premises to prospective tenants; and, (4) enforce the terms of the Lease and take action, including an inspection of the Leased Premises at least annually, to assure that Tenant complies with its obligations under the Lease. The County retains all of its rights as a government entity to enter the Leased Premises as permitted by law and for all lawful purposes.

B. Emergency Access. In cases of an emergency involving imminent risk of injury or death to persons or damage to property, the County, its agents or employees, without prior notice to Tenant, may enter the Leased Premises; provided, however, that the County shall notify Tenant of any such entry under this Article 20 as soon as it is practicable under the circumstance.

C. Locks. Tenant may alter or change exterior locks installed on the Leased Premises provided it shall provide the County with keys to the new exterior locks installed in the Leased Premises the day of such alteration or change. County agrees to exercise reasonable

efforts to comply with requests by Tenant's insurance companies and/or insurers of property located within the Leased Premises as same relate to the procedure for storing keys.

21. RETURN OF THE LEASED PREMISES:

A. Tenant's Property. At the expiration of the Lease, or following the termination of this Lease for any other cause, Tenant shall remove all of Tenant's property from the Leased Premises and return to the County all keys, locks, and other fixtures belonging to the County, in good repair, excepting reasonable wear and tear, damage by casualty, and items which are the County's obligation. In the event that Tenant's property is not removed from the Leased Premises after the termination of this Lease, after written notice to Tenant and a reasonable opportunity to recover such property, the property remaining shall become the property of the County. The County shall dispose of such property in any manner it deems appropriate.

B. Condition of Leased Premises. Tenant shall return the Leased Premises to the County in the same condition as received at the beginning of the Initial Term (or in the case of permitted Alterations, in the same condition as when such Alterations were made) in "broom clean" condition, excepting reasonable wear and tear, damage by casualty, and items which are the County's obligation. At the time of termination of this Lease, and at the County's option, Tenant shall participate in a walk-through with the County's agent or employee to inspect the Leased Premises.

22. ASSIGNMENT: Tenant shall not assign this Lease, nor shall any assignment hereof be effected by operation of law, without the prior written consent of the County, which consent may be granted or withheld in the County's sole discretion. Any assignment consented to by the County shall not relieve Tenant from any of its obligations under this Lease, and such consent by the County shall not be effective unless and until (i) Tenant gives written notice thereof to the County, which notice shall state the name and address of the proposed assignee, and identify the nature and character of the proposed use of the Leased Premises by such assignee, (ii) such assignee shall deliver to the County a written agreement in form and substance satisfactory to the County pursuant to which such assignee assumes all of the obligations and liabilities of Tenant hereunder, and (iii) Tenant shall deliver to the County a copy of the proposed assignment agreement. Tenant shall also provide any additional information the County reasonably requests

regarding such proposed assignment. The County shall not approve any assignment if such an assignment results in any profit or financial gain to Tenant. Any assignment without the County's written consent may be declared null and void by the County and, at the County's election, constitute an Event of Default hereunder. Notwithstanding the foregoing, Tenant shall be permitted to assign this Lease to any entity or person who acquires all or substantially all of the shares of stock in Tenant and/or any entity that results from a conversion of Tenant to a limited liability company or partnership and continues the mission of Tenant.

23. CUMULATIVE REMEDIES: Except as otherwise expressly set forth herein, all remedies granted in this Lease and otherwise provided by law shall be cumulative and, unless inconsistent, may be exercised separately, concurrently, or successively.

24. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors, assigns, or representatives.

25. AUTHORITY: The County covenants that it has full right and power to execute and perform this Lease, and that it shall put Tenant into complete and exclusive possession of the Leased Premises, as set forth herein. The County verifies and acknowledges that the person executing this Lease on behalf of the County has the legal authority to bind the County to the duties and obligations set forth herein. The County further verifies and acknowledges that such person's signature creates a binding obligation on the part of the County for the Term of this Lease.

26. DISPUTES: The County and Tenant agree that any claim, action or dispute arising under or in connection with this Lease which is not resolved by agreement of the Parties shall be brought before a court of competent jurisdiction in Montgomery County, Maryland. THE COUNTY AND TENANT SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS LEASE.

27. WAIVER: The waiver at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of either Party. Failure by either party to exercise any right or seek any relief specified herein shall not constitute a waiver of any of such party's rights under this Lease.

28. NON-DISCRIMINATION: Tenant agrees to comply with the non-discrimination in employment policies in County contracts as required in Articles 11B-33 and 27-19 of the Montgomery County Code (2004), as amended, as well as all other applicable federal, state and local laws, rules and regulations regarding employment discrimination. By signing this Lease, Tenant assures the County that in accordance with applicable law, it does not, and agrees that it shall not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other applicable federal, state or local laws, rules and regulations. Tenant assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

29. CONTRACT SOLICITATION: Tenant represents that it has not retained anyone to solicit or secure this Lease from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established, licensed, commercial selling or leasing agencies (the "Broker") maintained by Tenant for the purpose of securing business or an attorney rendering professional legal services consistent with the canons of ethics of the profession. Tenant is responsible for paying any Broker's fees or commissions for any Broker with whom Tenant has any contract or agreement and for paying all of Tenant's attorneys' fees in connection with the negotiation of this Lease.

30. ETHICS REQUIREMENT: Tenant understands and agrees that unless authorized pursuant to Section 11B-52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with the County to employ a public employee contemporaneous with his or her public employment.

31. FORCE MAJEURE: Neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, riots, war-like operation, invasion, rebellion, hostilities, military or insurgency, sabotage, epidemics, quarantine restrictions, acts of God, public restrictions and other acts of governmental agencies (other than the Landlord in its capacity as County), inability to obtain any material or service, through natural or other causes beyond the control of either of the Parties. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

32. Intentionally Deleted

33. NOTICES: All notices required by this Lease, unless otherwise specified, shall be in writing and shall be given by either party by first class mail, postage prepaid, return receipt requested or with a nationally recognized receipted delivery service, addressed to the County or Tenant, respectively. Notice to the Parties shall be addressed as follows:

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

TENANT:

Levine Music, Inc.
5301 Tuckerman Lane
Bethesda, MD 20852
Attn: Karen E. Shepherd

With a copy that does not constitute notice to:

Levine Music, Inc.
2801 Upton Street NW
Washington, DC 20007
Attn: Peter Jablow

34. GOVERNING LAW: This Lease and its performance is governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland. Should any provision of this Lease be found invalid or unenforceable no other unrelated provision shall be affected and the Lease shall continue in full force and effect. The information set forth in the Background Section of this Lease is incorporated herein and made a part of this Lease.

35. Intentionally Deleted.

36. RULES AND REGULATIONS: The Rules and Regulations attached hereto as Exhibit G are incorporated by reference and made a part of this Lease. The County reserves the right to amend the existing Rules and Regulations from time to time, at the County's reasonable discretion, and Tenant shall comply with any and all reasonable Rules and Regulations adopted by the County and provided in writing to Tenant and applied to all tenants in a non-discriminatory manner. Tenant's failure to obey the Rules and Regulations constitutes an Event of Default, subject to the cure period, under this Lease for which the County may pursue any or all of the remedies set forth in Article 17(B). In the event of a conflict between any of the Rules and Regulations and this Lease, the Lease is controlling.

37. PERFORMANCE OF THIS LEASE: The County and Tenant agree to and shall perform any and all obligations under this Lease in a timely manner. It is understood, agreed and covenanted by and between the Parties that Tenant, at Tenant's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County, or any local government with jurisdiction over the Leased Premises.

38. FUNDING:

A. This Lease shall not be constructed to limit Tenant's right to request and use of County grant funding for any programming or administrative costs or through the County Capital Improvement Project program.

B. The County's obligation under this Lease are subject to (i) annual appropriations, and (ii) the obtaining of all, and compliance with all, required County property disposition requirements; including, without limitation, compliance with Bill 11-12; provided, however, the County shall, for each fiscal period throughout the Term, include in the budget application submitted for approval the amount necessary to fund the County's known financial obligations under the Lease for such fiscal period. In the event that (i) a request for such appropriation or funding from the budget for the applicable fiscal year is insufficient to fulfill County's obligations hereunder, or if no appropriation or CIP funding is made of funds from which to pay the obligations hereunder or (ii) the County disposition requirements prevent County from performing its obligations hereunder, County shall immediately notify Tenant in writing, and provided County is able to provide evidence of same to Tenant, this Lease will terminate upon the expiration of then applicable appropriation or on a mutually agreed upon date (identified by County in writing) ("Termination Date"), and the obligations of the Parties hereunder shall cease as of such Termination Date. In the event the Termination Date is within the first five (5) years of the Term, County shall pay Tenant an amount equal to Tenant's then unamortized cost for Tenant's Build-Out, subject to County's receipt of such funds through the appropriations process.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed as of the date and year first written above.

ATTEST OR WITNESS:

MONTGOMERY COUNTY, MARYLAND

Julie J White

By: Ramona Bell-Pearson
Name: Ramona Bell-Pearson
Title: Assistant Chief Administrative Officer

Date: 3/14/16

LEVINE MUSIC, INC.

By: _____
Name: Peter Jablow
Title: President and CEO

Date: _____

RECOMMENDED BY:

By: Cynthia Brennan
Name: Cynthia Brennan
Title: Director, Office of Real Estate

Date: 3/10/16

APPROVED AS TO FORM AND LEGALITY:

By: Alexandra Thompson
Name: Alexandra Thompson
Title: Assistant County Attorney

Date: 3/3/16

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed as of the date and year first written above.

ATTEST OR WITNESS:

MONTGOMERY COUNTY, MARYLAND

By: _____

Name: Ramona Bell-Pearson

Title: Assistant Chief Administrative Officer

Date: _____

LEVINE MUSIC, INC.



By: _____

Name: Peter Jablow

Title: President and CEO

Date: 3/9/16

RECOMMENDED BY:

By: _____

Name: Cynthia Brenneman

Title: Director, Office of Real Estate

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: Alexandra Thompson

Title: Assistant County Attorney

Date: _____

EXHIBIT C
Tenant Build-Out; Tenant's Plans

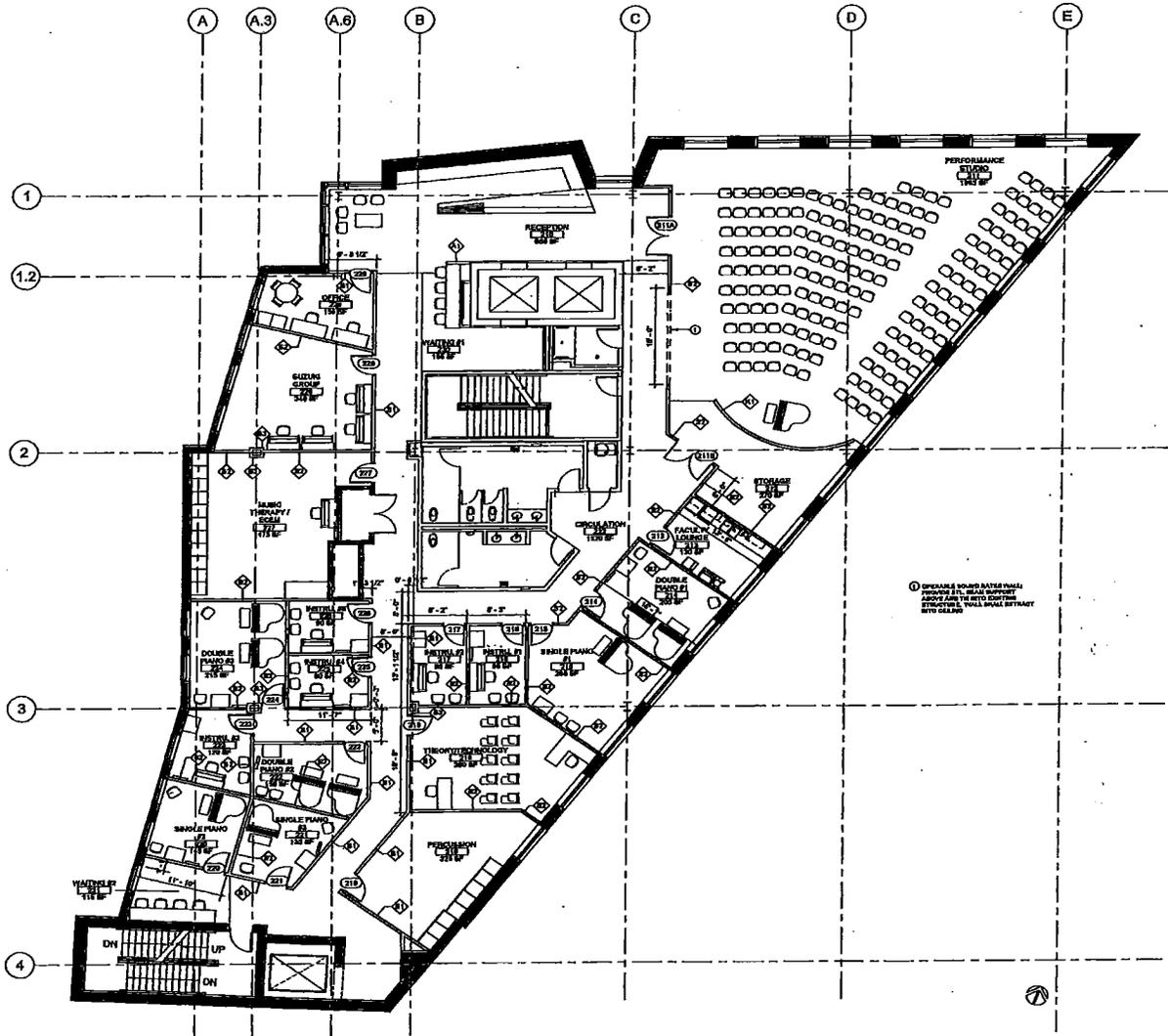


EXHIBIT D
Commencement Date Certificate

Attached to and made a part of the Lease Agreement dated as of _____,
2015 by and between MONTGOMERY COUNTY, MARYLAND, as County, and LEVINE
MUSIC, INC., as Tenant

LEASE COMMENCEMENT CERTIFICATE

THIS CERTIFICATE, made as of _____, 20____, by and between
County and Tenant.

Recitals:

1. County and Tenant are parties to that certain Lease Agreement, dated as of _____, 2016 (the "Lease") for certain premises (the "Leased Premises") at the building at the intersection of Wayne Avenue and Fenton Street in Silver Spring, Maryland.
2. Tenant is in possession of the Leased Premises and the term of the Lease has commenced.
3. County and Tenant desire to enter into this Certificate confirming the Commencement Date and the Expiration Date.

NOW, THEREFORE, County and Tenant agree as follows:

The actual Commencement Date is _____.

The actual Expiration Date is _____.

Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Commencement Date Certificate to be executed as of the date and year first above written.

COUNTY:
MONTGOMERY COUNTY, MARYLAND

TENANT:
LEVINE MUSIC, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT E

Renewal Notice

Montgomery County, Maryland (" County") and Levine Music, Inc. ("Tenant") are parties to that certain Lease Agreement, dated as of _____, (the "Lease") for certain premises (the "Leased Premises") at the property at the intersection of Wayne Avenue and Fenton Street in Silver Spring, Maryland. Tenant is in possession of the Leased Premises and the current term of the Lease expires on _____.

This Renewal Notice ("Notice") hereby serves as notice of Tenant's exercise of its renewal right, as provided under Article 3(A) of the Lease, to renew the Lease for an additional five (5) year term.

This Notice has been given not more than one hundred eight (180) days and not less than ninety (90) days before the expiration of the current term of the Lease.

This Lease shall be automatically renewed for another five (5) year term, provided Tenant is not in default of any material terms of the Lease (beyond the expiration of all applicable notice and cure periods).

Rent for any Renewal Term shall be negotiated between the Parties.

TENANT:
LEVINE MUSIC, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

Tenant Insurance Requirements

MANDATORY INSURANCE REQUIREMENTS

Lease – Levine Music - County to Provide Space on the 2nd floor of the Silver Spring

Library - Music School (10 year term)

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the *minimum* following insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Subject to applicable law, the insurance companies providing insurance coverage, as referenced in this agreement, may not limit coverage to their insured, or the County as an additional insured, to stated minimum amount(s) of insurance referenced in this contract/agreement.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors

Products and Completed Operations

Broad Form Property

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Property Insurance

Tenant agrees that it will maintain All Risk (Special) Property Insurance coverage for the full replacement value of its business personal property in the Premises, including coverage for property which it has in its' care, custody and control. Such property shall be and remain at Tenant's sole risk, and the County shall not be liable for any damage to or loss of such personal property.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's required commercial general and automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's required insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The Additional Insured endorsements may have no added exclusions or limitations of coverage based upon: a) this Contract's insurance requirements for Contractor, or b) a percentage of negligence attributed to the named insured. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland

DGS / Real Estate Management Services

101 Monroe Street, 9th floor

Rockville, Maryland 20850

EXHIBIT G

Existing Rules and Regulations

At this time, the County has no existing Rules and Regulations, but reserves the right to promulgate such Rules and Regulations at a later date provided such Rules and Regulations are reasonable for similarly situated properties in a uniform and consistent manner.

EXHIBIT H
Examples of Services and Community Programs



List of Program offerings to be hosted at the Silver Spring Campus

Special Events

Master classes (Free and open to the public)

Jazz Jams (\$5)

Blues Jams (\$5)

MusicalTEA (Free mid-day concerts featuring students and faculty performer open to older adults)

JazzFest – April weekend series (various parts of this are free and one would be hosted in SS.)

Community Sing (\$5) – community sing-along with Ysaye Barnwell

Performances

Student recitals (Free and open to the public)

Levine Presents faculty performance series (Free to enrolled students, \$15 tickets) Note: 2015-16 may be limited; but would have 1 performance, minimum, as part of the series in Silver Spring starting in 16-17.)

Lessons/Classes

Private Instruction - 22 instruments and voice – Tuition Assistance available

Group classes – 4mo – adults, includes theory, music technology, chamber – Tuition Assistance available

Adult Music Appreciation Class (3x year in Silver Spring starting February 2016) – low cost TBD

Adult lecture series (Free mid-day weekend lectures on various music topics)

