

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made on this day 7th of October, 2016 by and among the Inner Arbor Trust, Inc., a 501(c)(3), not-for-profit Maryland corporation (the “**Trust**” or “**Licensor**”), the Howard Hospital Foundation, Inc. a 501(c)(3) not-for-profit Maryland corporation (“**Foundation**”), and It’s My Amphitheater, Inc., a Maryland corporation (“**IMA**”).

W I T N E S S E T H:

WHEREAS, Licensor is a Maryland nonprofit corporation formed to promote and support the revitalization of the Merriweather-Symphony Woods Neighborhood, as designated by Howard County’s Downtown Columbia Plan, as a setting for arts, cultural, civic, recreational, natural and compatible commercial uses for the benefit of the public in Columbia and Howard County; and

WHEREAS, Foundation is a Maryland nonprofit corporation formed to, among other things, support Howard County General Hospital, Inc.; and

WHEREAS, IMA is a for-profit corporation formed under the laws of the State of Maryland; and

WHEREAS, the parties acknowledge that the licenses granted hereby are only for the 2016-2017 Symphony of Lights (defined below) and Licensor makes no representation whatsoever regarding whether Licensor will grant any future license for any future event to Foundation, or if granted, upon what basis; and

WHEREAS, Licensor entered into a Declaration of Restrictive Covenants and Easement Agreement with the Columbia Association, Inc., (“**CA**”) on December 11, 2013, as was amended and restated on March 14, 2014 (“**Easement**”), and recorded among the Land Records of Howard County, Maryland (the “**Land Records**”) at Liber 15556, folio 377 and re-recorded at Liber 15703, folio 229, under which it acquired an easement to use certain open space property known generally as Merriweather Park at Symphony Woods and which property is described as the Easement Area attached hereto and incorporated herein as **Exhibit A** (the “**Property**”); and

WHEREAS, pursuant to the Easement, which is perpetual, Licensor is responsible for the stewardship of the Property; and

WHEREAS, Licensor and IMA have entered into a License, Easement, and Operating Agreement dated March 6, 2015 pertaining to certain portions of the Property; and

WHEREAS, Licensor and CA, Merriweather Post Business Trust (“**MPBT**”), and The Howard Research and Development Corporation (“**HRD**”)(collectively MPBT and HRD are “**Hughes**”) entered into a Reciprocal Easement Agreement dated May 27, 2015 and recorded in the Land Records at Liber 6235, Folio 245 on June 3, 2015 pertaining to certain portions of the Property; and

WHEREAS, Licensor, IMA, and Howard County, Maryland, a body corporate and politic (the “**County**”), entered into the Chrysalis Use Agreement dated May 3, 2016, by which the County holds certain use rights for the Chrysalis structure located on the Property and its accompanying area for emergency uses that may or may not occur during the time period of this license; and

WHEREAS, Licensor has acquired full rights to grant licenses for the use of the Easement to Phase 1 area, as described in **Exhibit A**, and limited rights to grant licenses in favor of Hughes and IMA under the Easement as to Phase 2 area, as described in **Exhibit A**; and

WHEREAS, the Foundation wishes to acquire a license to use a portion of the Property as described on **Exhibit C** (the “**Licensed Area**”) for the set-up, operation, and break-down of the Foundation’s event known as the “**2016-2017 Symphony of Lights**,” consisting of, *inter alia*, an outdoor holiday light presentation with illuminated and animated displays that may be viewed by drivers, runners, walkers, or bikers travelling through the designated travel routes in vehicle or on foot. The events which make up the 2016-2017 Symphony of Lights are described in more detail on **Exhibit B** which is attached hereto and incorporated by reference herein; and

WHEREAS, the Licensor has agreed to grant to Foundation a license for the use of Easement to Phase 1 area as described herein (the “**Phase 1 License**”); and

WHEREAS, the Licensor has agreed to grant to IMA a license for the of the Easement to Phase 2 area as described herein (the “**Phase 2 License**”); and

WHEREAS, IMA has agreed to sublicense in its entirety all of its rights and obligations as to the Phase 2 License to the Foundation as described herein; and

WHEREAS, the Foundation acknowledges that the substantial majority of the 2016-2017 Symphony of Lights is planned to take place on the Licensed Area; and

WHEREAS, Foundation acknowledges that 2016-2017 Symphony of Lights is an exclusive, paid event, and pursuant to the Easement Agreement, Licensor is obligated to ensure

that a substantial majority of events that take place on the Property are free and open to the public; and

WHEREAS, Foundation acknowledges that the Property is a park open to the public and managed by a not-for-profit charitable organization and it must remain available to the public whenever a specific ticketed event is not taking place; and

WHEREAS, Foundation acknowledges that it may only exclude the public from a specific ticketed event and only in the areas necessary for the operation of that event; and

WHEREAS, Licensor is willing to grant such licenses for the purpose and upon the terms and conditions stated herein;

NOW, THEREFORE, Licensor, Foundation, and IMA hereby mutually agree and covenant as follows:

1. Grant of License; Grant of Sublicense

(a) Licensor hereby grants to Foundation a non-exclusive license, with the concomitant rights and privileges and subject to the obligations and duties of this agreement (the “**Agreement**” or the “**License**”), for the use in common with others of the Phase 1 Easement area for the sole purpose of the set-up, operation, and break-down of the 2016-2017 Symphony of Lights.

(b) Licensor hereby grants to IMA a non-exclusive license, with the concomitant rights and privileges and subject to the obligations and duties of this Agreement, for the use in common with others of the Phase 2 Easement area for the sole purpose of allowing IMA to grant the sublicense described in paragraph 1(c) below.

(c) IMA hereby grants to Foundation a non-exclusive sublicense, with the concomitant rights and privileges and subject to the obligations and duties of this Agreement, for the use in common with others of the Phase 2 Easement area for the sole purpose of the set-up, operation, and break-down of the 2016-2017 Symphony of Lights.

(d) Licensor acknowledges that all of IMA’s rights and obligations hereunder are being sublicensed and assumed by Foundation. Accordingly, Licensor shall look and transact exclusively with Foundation with respect to all matters regarding the Phase 2 Easement area. IMA agrees that it is joining this agreement solely for the purposes of: (i) accepting the license to the Phase 2 Easement area as described herein and; (ii) sublicensing and assigning all of its rights and obligations hereunder to Foundation. Foundation agrees to accept and assume all of

IMA's rights and obligations hereunder. For ease of drafting, all obligations and rights noted below of the Foundation, as they relate to the Phase 2 Easement area are actually the rights and obligations of IMA which are being assigned to, and assumed by, Foundation pursuant to this Section 1(d). Notwithstanding Foundation's assumption of IMA's obligations hereunder, expressly including IMA's indemnification obligations, the parties acknowledge that, except to the extent of Licensors' sole negligence, IMA will indemnify Licensor and defend and save it harmless from and against any and all claims, liens, actions, damages, liabilities and/or expenses, including costs and reasonable attorney's fees, in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of the occupancy and/or use by IMA of the Phase 2 Easement area or any part thereof occasioned wholly or in part by any act or omission of IMA, the vendors and operators of any equipment or games, or IMA's invitees, agents, servants, officers, contractors, employees, representatives or any other person participating in any way in activities related to or arising under this Agreement, to the extent Foundation does not so indemnify Licensor.

2. Term of License

The period of this License shall commence on Sunday, October 16, 2016, and extend through Tuesday, January 31, 2017 (the "**License Period**"), unless terminated sooner pursuant to a material breach by Foundation beyond all applicable notice and cure periods. Foundation acknowledges that its license is non-exclusive, and that Licensor and other licensees may have planned uses for the License Area during the License Period, and states that Foundation shall cooperate with Licensor to facilitate all set-up, operation, and break-down activities.

3. Use of Licensed Area; Restrictions

(a) The Licensed Area shall be used by Foundation solely for the set-up, operation, and break-down of the 2016-2017 Symphony of Lights and for no other purpose.

(b) The Foundation has marketed the "Midnight at 7" event (as described on Exhibit "B") to include a pyrotechnics fireworks display and a bonfire, in addition to music, food, face painting and party favors. Absolutely no fireworks may be launched from, and no bonfire may be held on, the Licensed Area. The pyrotechnic fireworks will be launched from the area described on Exhibit D hereto. If in connection with the 2016-2017 Symphony of Lights a bonfire is planned, it must take place outside of the Property. Foundation must meet and comply with all insurance requirements detailed in Item No. 11 of the Agreement for use of the Licensed Area. Foundation is responsible for obtaining all required permits necessary for a pyrotechnics fireworks display, and shall submit to Licensor copies of the pyrotechnics fireworks display permits no later than ten (10) business days prior to any fireworks display.

(c) The decibel level of any music occurring during the 2016 – 2017 Symphony of Lights, including but not limited to the Midnight at 7 event, must be in compliance with applicable Maryland state regulations.

4. License Fee

(a) Foundation covenants and agrees to pay a license fee as follows:

- i. To the Licensor upon the execution of this Agreement the sum of One Dollar (\$1.00); and
- ii. To IMA upon the execution of this Agreement the sum of One Dollar (\$1.00).

(b) IMA covenants and agrees to pay a license fee for the use of the Easement to Phase 2 area to Licensor as follows:

- i. The sum of One Dollar (\$1.00).

(c) Additionally, Foundation agrees to reimburse Licensor for all reasonable legal fees incurred by Licensor in connection with the preparation and negotiation of this Agreement, not to exceed ten thousand dollars (\$10,000.00) (“**Legal Fees**”). The Legal Fees will be paid by Foundation within thirty (30) days of Foundation’s receipt of a reasonably detailed bill specifying, in 1/10 of the hour increments, the activities undertaken by Licensor’s attorneys in preparing and negotiating this Agreement.

(d) In addition, the Foundation agrees to recognize the Licensor as a host of Symphony of Lights in appropriate promotional materials which are not printed as of the date hereof, using the logo and related information provided by Licensor which will need to be reasonably approved by Foundation.

5. Expenses

(a) Foundation shall be responsible for all expenses for water, gas, electricity, sewage and other utilities and services that are incurred because of Foundation’s use of the Licensed Area for the 2016-2017 Symphony of Lights.

(b) Foundation at its sole cost and expense will provide for any utility connections or services required for its use of the Licensed Area. Foundation will be solely responsible for

meeting any and all restrictions, covenants, or regulations involved with utility connections or service.

6. Inspection by Foundation, IMA, and Licensor

Foundation has inspected, or will inspect prior to the License Period, the Licensed Area and hereby acknowledges that the Licensed Area as existing upon the date of execution of this Agreement is suitable for the purposes contemplated herein. Licensor or its agent shall have the right to inspect the Licensed Area at any reasonable time. Licensor, however, shall not have any duty to maintain or repair the Licensed Area for Foundation's use. Not later than forty-eight (48) hours prior to the commencement of set up/construction of the 2016-2017 Symphony of Lights, the Foundation and Licensor will conduct a joint inspection of the Licensed Area to document the condition of the Licensed Area as of that date. This inspection will serve as the basis for Licensor's identification of check-list items to guide Foundation's clean-up and restoration of the Licensed Area at the conclusion of the 2016-2017 Symphony of Lights in accordance with the terms and conditions of this Agreement. This inspection is not intended to in any manner constitute the approval by Licensor of the construction or erection of any light system, other device or structure, and is conducted prior thereto. Foundation is solely responsible for obtaining all necessary licenses and permits to conduct the 2016 -2017 Symphony of Lights. Foundation shall comply with all applicable laws, regulations and ordinances in connection with the 2016 – 2017 Symphony of Lights.

In the event any repairs or improvements are required to be made to the Licensed Area related to Foundation's use and occupancy of the area for the purpose stated herein by any government or agency of any government having jurisdiction over the Licensed Area, or over the use and or occupancy of the Licensed Area, Foundation agrees to make all repairs or improvements to the Licensed Area required by that government or agency. The failure by Foundation to make such repairs or improvements at its expense after reasonable notice of their necessity from Licensor or the appropriate government or agency and a reasonable cure period shall constitute a material breach of this License Agreement and Licensor may forthwith re-enter the Licensed Area without prior notice and immediately terminate this Agreement.

During the License Term, Licensor shall have the right to take all emergency action necessary in connection with the Licensed Area to protect public health and safety, without the necessity of advising Foundation of the need to access the Licensed Area; provided, however Licensor shall use reasonable efforts to notify Foundation of any such emergency action.

7. Covenants by Foundation

(a) Foundation hereby acknowledges that the granting of this License by Licensor is in consideration of and strictly conditioned upon the maintenance of the Licensed Area during the License Period in a clean, orderly, and sanitary condition.

(b) Foundation shall not make any permanent alterations, changes or modifications to the License Area except as identified on **Exhibit C** hereto, including the erection or installation of permanent signs or use of any equipment or other apparatus which would remain on the Licensed Area after the expiration of the License Period, without the prior written consent of Licensor, such consent not to be unreasonably withheld, conditioned or delayed.

(c) Foundation shall not store any property on the Licensed Area except as identified on **Exhibit C**. Foundation shall not permit trash or debris to accumulate or be stored on the Licensed Area in such a way as to become a fire hazard, a nuisance or unsanitary. Foundation shall not do, nor suffer to be done, nor keep nor suffer to be kept, in, upon or about the Licensed Area that may contravene the terms of any insurance policies Licensor may have or that would prevent Licensor from procuring insurance at standard rates.

(d) Foundation shall be responsible for all crowd management and security during the License Period. Foundation shall be responsible for twenty-four hour security of the Licensed Area during the License Period. Foundation shall be responsible for all crowd management during the License Period, and shall indemnify, save harmless and defend Licensor of, and from, any and all claims, actions, suits, damages, liabilities, and/or expenses, including costs and all attorney's fees actually incurred (at rates normally charged to Licensor by its attorneys for similar work), connected with or related to crowd management or security upon the Licensed Area or related to this License except to the extent caused by the sole negligence of Licensor.

(e) Foundation shall at its expense provide adequate staff to handle all aspects of 2016-2017 Symphony of Lights events including, but not limited to, "Symphony of Lights" car admission, traffic, removal of trash and snow removal.

(f) During the drive-through activities identified on **Exhibit B**, Foundation shall cause attendees of such activities to enter the Licensed Area via South Entrance Road and shall cause them to exit the Licensed Area via Little Patuxent Parkway. Contractors shall enter and exit the Licensed Area via Symphony Woods road or Little Patuxent Parkway. Parking areas for the 2016-2017 Symphony of Lights will not occur on the Licensed Area. Foundation is responsible to direct, enforce, and coordinate traffic and parking in these areas and zones established for access and egress within the Licensed Area.

(g) Foundation and IMA acknowledge that all changes to the Licensed Area, including but not limited to the placement of electrical transformers, electrical panels, installation of any permanent or affixed fixtures, or any such change, must be explicitly approved in writing by Licensor through its President and CEO or his designee, such approval not to be unreasonably withheld, conditioned or delayed. Written approval can consist of an electronic mail message. If verbal approval is initially obtained, Foundation agrees to immediately memorialize any such approval by electronic mail, or other writing, to the President and CEO of Licensor.

(h) Notwithstanding anything else contained herein to the contrary, Licensor shall be responsible for removal of any fallen trees from the Licensed Area that are not caused by reason of Foundation's use of the Licensed Area or exercise of the rights granted by this License Agreement. Such removal shall take place within a reasonable period of time after written notification by Foundation to the Licensor President and CEO and a determination by Licensor that the fallen trees did not result from Foundation's use of the License Area or exercise of rights granted to Foundation and/or IMA in this License Agreement.

8. Assignment of License

Foundation shall not assign the license granted to it by Licensor nor the sublicense granted to it by IMA nor permit any total or partial assignment thereof by operation of law, equity or otherwise, nor license or sublicense the whole or any part of the Licensed Area without Licensor's prior written consent. IMA shall not assign the license granted to it by Licensor except to grant a sublicense to Foundation, and shall not permit any total or partial assignment thereof by operation of law, equity or otherwise, nor license or sublicense the whole or any part of the Licensed Area without Licensor's prior written consent.

9. Liens

Foundation shall not allow any lien to be filed against the Licensed Area. In the event that Foundation receives a Notice of Intent to File Lien, Foundation shall immediately take all steps necessary to prevent the filing of such lien. In the event that a lien is actually filed, Foundation shall immediately take all necessary steps to have such lien removed or bonded off.

10. Indemnification

Except to the extent of Licensors' sole negligence, Foundation hereby agrees to indemnify Licensor and defend and save it harmless from and against any and all claims, liens, actions, damages, liabilities and/or expenses, including costs and reasonable attorney's fees, in connection with loss of life, bodily injury, personal injury and/or damage to property arising

from or out of the occupancy and/or use by Foundation of the License Area or any part thereof occasioned wholly or in part by any act or omission of Foundation, the vendors and operators of any equipment or games, or Foundation's invitees, agents, servants, officers, contractors, employees, representatives or any other person participating in any way in activities related to or arising under this Agreement.

Except to the extent of Licensor's sole negligence, Licensor shall not be liable or responsible for:

(a) the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, gas, electricity, or any other service or utility.

(b) any hindrance, disturbance or termination of Foundation's use of the Licensed Area;

(c) any damage to or loss or theft of property of Foundation or of others located on the Licensed Area;

(d) any injury or damage to persons or property from any cause of whatsoever nature; or

(e) 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.

Except to the extent of Licensor's sole negligence, it is expressly understood that Foundation shall hold Licensor harmless from any and all claims arising out of damage to Foundation's property on the License Area including subrogation claims by insurance carriers. To the extent a loss is insured by Licensor's insurance policy, Licensor agrees to attempt to recover under such insurance policy and, to the extent of an insurance recovery, Licensor agrees to not seek recovery against Foundation for any loss so insured. Licensor agrees to cause its insurer to waive its right to subrogate against Foundation/IMA, to the extent a loss is covered by insurance policies maintained by Licensor, but only to the extent allowed by any applicable insurance policy.

11. Insurance

(a) Foundation shall maintain an occurrence based liability insurance throughout the License Period against any claim for bodily injury, personal injury, death, or property damage. Foundation shall keep the License Area insured throughout the License Period against the following:

- i. Loss or damage by fire and all other insurable risks in amounts satisfactory to Licensor but customary for similar events;
- ii. Claims for bodily injury, personal injury or property damage, under a policy of commercial general liability insurance, with limits not less than the following:
 - a. Five Million Dollars (\$5,000,000.00) aggregate;
 - b. Two Million Dollars (\$2,000,000.00) per occurrence;
 - c. Five Thousand Dollars (\$5,000.00) medical expenses (any one person).
- iii. Business automobile liability including coverage for any owned, hired or non-owned motor vehicle with limits not less than \$2,000,000.
- iv. To the extent Foundation uses pyrotechnics or has a bonfire for the 2016-2017 Symphony of Lights, it shall carry, or with respect to the pyrotechnic firework display, cause the pyrotechnic firework vendor to carry, insurance insuring against claims for bodily injury, personal injury or property damage arising from the use of pyrotechnics or bonfire under a policy of general public liability insurance, with limits not less than Ten Million Dollars (\$10,000,000.00) per occurrence. Additionally, Foundation must make arrangements with Howard County Fire Department to have appropriate fire suppression equipment and employees immediately adjacent to the pyrotechnics fireworks or bonfire on other non-Trust and non-CA property.

(b) It is acknowledged that Foundation's property insurance is provided under the master policy of The Johns Hopkins Health System Corporation (the "JHHS Master Policy") and that such policy contains a \$50,000 deductible. To the extent Foundation obtains property insurance other than through the JHHS Master Policy, such alternate policy shall contain a deductibles not exceeding \$5,000. All insurance provided for in this Agreement shall be effected under enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of Maryland.

(c) Each policy and/or binder shall endeavor to provide for at least (30) days' notice to the Licensor of any change or cancellation thereof. Foundation shall promptly deliver to the Licensor a certificate from the insurance carrier evidencing the policy.

(d) Inner Arbor Trust, Inc., Columbia Association, Inc., Howard County, Maryland, the Howard Hughes Corporation, Howard Research and Development, Corporation, the Downtown Columbia Arts and Culture Commission, and It's My Amphitheater, Inc. shall be designated as additional insured on said policies.

12. License Personal to Licensee

It is specifically understood and agreed by Foundation, IMA, and Licensor that neither the execution of this License Agreement nor the use of the License Area by Foundation shall be deemed to create or vest in Foundation and/or IMA any interest or estate in the land which is the subject of this License.

13. Default and Remedies; Attorney's Fees

Foundation agrees and covenants to abide by and perform all covenants on its part to be performed hereunder. In the event of any default hereunder, Licensor shall have, in addition to other remedies available at law or in equity, the right to terminate this License Agreement and recover possession of the Licensed Area, by legal process or otherwise, to the extent the default has not been cured within fifteen (15) days after delivery of written notice to Foundation specifying with particularity the nature of the alleged default. In any action or proceeding brought to enforce any provision of this Agreement, or where any provision is validly asserted as a defense, a successful party is entitled to recover reasonable attorneys' fees in addition to any available remedy.

14. Surrender of License Area

At the termination of this License, whenever occurring or however caused, Foundation and IMA, as applicable, shall immediately yield up and deliver possession of the License Area to Licensor its agents or successors in interest. Upon termination of the License, Foundation shall restore the Licensed Area to the condition of the Licensed Area as documented by the Foundation and Licensor at the pre-event inspection, except as provided in this section. It is understood that the scope and the duration of the 2016-2017 Symphony of Lights may necessitate repairs to the turf areas and the grounds in general located within the Licensed Area. These repairs, if required, will be the responsibility of the Foundation and will be made by Foundation at its sole cost and expense in a timely fashion after the event. Foundation and Licensor will conduct a joint inspection of the Licensed Area immediately following the conclusion of the event. Licensor, in the exercise of reasonable judgment, will identify the repair and restoration work to be undertaken by Foundation to restore the Licensed Area to the condition it was in at the time of the pre-event inspection. Foundation shall complete such restoration work for the License Period by March 1, 2015. The climatic conditions in the weeks

following the 2016-2017 Symphony of Lights may not be conducive for proper germination and re-establishment of turf grass in all affected areas of the Licensed Area. Thirty days (30) after the restoration work is completed, Foundation and Licensor will again jointly inspect the License Area and Licensor will identify any further restoration work that may be required of Foundation in the spring of 2017, in order to complete the restoration of the Licensed Area to the pre-event inspection condition.

15. Name of the Property; References to the Property

The name of the Property is Merriweather Park at Symphony Woods. All references to the Property or descriptions of where the 2016-2017 Symphony of Lights will take place in promotional material, communications, or other documents created by or on behalf of Foundation and/or in connection with 2016-2017 Symphony of Lights shall refer to the Property as Merriweather Park at Symphony Woods.

16. Mutual Waiver of Consequential Damages.

No party to this Agreement shall be liable for any indirect, incidental, special punitive, consequential or exemplary damages arising out of or in any way related to this agreement including, without limitation, damages for loss of profits, goodwill, loss of data, loss of air time, or other intangible losses (even if such party has been advised of the possibility of such damages).

17. Applicable Laws; Choice of Venue

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland and Howard County. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS TO SUBMIT TO EXCLUSIVE JURISDICTION OF THE COURTS OF HOWARD COUNTY, MARYLAND, FOR ANY PROCEEDING ARISING IN CONNECTION WITH THIS AGREEMENT AND EACH PARTY AGREES NOT TO COMMENCE ANY SUCH PROCEEDING EXCEPT IN SUCH COURTS, AND (B) WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING IN THE COURTS OF HOWARD COUNTY, MARYLAND. EACH PARTY FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED THERETO. EACH PARTY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY AND AFTER CONSULTING, OR HAVING THE OPPORTUNITY TO CONSULT, WITH COUNSEL.

18. 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 hereof shall be valid and enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.

(d) For the convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects the same 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) Captions used in this Agreement are for convenience only and shall have no legal effect.

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

19. 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.

20. Notice

Unless otherwise specified herein, notices allowed or required hereunder shall be either hand delivered or sent by registered or certified United States mail, postage prepaid, or by such other method as requires written verification of receipt.

If the notice is being sent to Foundation, it shall be sent to:

Howard Hospital Foundation
10705 Charter Drive, Suite 320
Columbia, Maryland 21044
Attn: Emily Shreve

With copy to:

The Johns Hopkins Health System Corporation
1812 Ashland Ave. Suite 300
Baltimore, Maryland 21205
Attn: Legal Department (Real Estate)

If the notice is being sent to IMA, it shall be sent to:

It's My Amphitheatre, Inc.
10475 Little Patuxent Parkway, Suite 320
Columbia, Maryland 20164
Attn: Jean Parker

If the notice is being sent to Licensor, it shall be sent to:

Inner Arbor Trust, Inc.
Attn: Michael S. McCall, President and CEO
10630 Little Patuxent Parkway Century Plaza Suite 315
Columbia, MD, 21044-1007

With copy to:

Nina Basu, Esq.
6522 Meadowridge Road, Suite 101
Elkridge, MD 21075


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

WITNESS:

LICENSEE / SUBLICENSEE:

Howard Hospital Foundation, Inc.

By: 
James T. Young
Vice President, Finance

WITNESS:

LICENSEE / SUBLICENSOR:

It's My Amphitheater, Inc.

By: _____
Jean Parker
General Manager

WITNESS:

LICENSOR:

Inner Arbor Trust, Inc.

By: _____
Michael S. McCall
President and CEO

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

WITNESS:

LICENSEE / SUBLICENSEE:

Howard Hospital Foundation, Inc.

By: _____

James T. Young
Vice President, Finance

WITNESS:

Carol Mancione

LICENSEE / SUBLICENSOR:

It's My Amphitheater, Inc.

By: _____

Jean Parker
Jean Parker
General Manager

WITNESS:

LICENSOR:

Inner Arbor Trust, Inc.

By: _____

Michael S. McCall
President and CEO

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

WITNESS:

LICENSEE / SUBLICENSEE:

Howard Hospital Foundation, Inc.

By: _____

James T. Young
Vice President, Finance

WITNESS:

LICENSEE / SUBLICENSOR:

It's My Amphitheater, Inc.

By: _____

Jean Parker
General Manager

WITNESS:

Barbara B. McCall

LICENSOR:

Inner Arbor Trust, Inc.

By: _____



Michael S. McCall
President and CEO

Exhibit "A"

Attached

GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

Exhibit A, page 1**DESCRIPTION OF****PHASE 1
PART OF LOT 23 AND PART OF LOT 9B
COLUMBIA TOWN CENTER
SECTION 1****CLARKSVILLE ELECTION DISTRICT NO. 5
HOWARD COUNTY, MARYLAND**

BEING part of Lot 23 as shown on a 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 Plat Nos. 13535 and 13536, and part of Lot 9B as shown on a Plat of Subdivision entitled "SHEET 2 OF 5, COLUMBIA TOWN CENTER SUBDIVISION - SECTION 1" and recorded among the aforesaid Land Records in Plat book 12 at Folio 64, and being more particularly described, as follows:

BEGINNING for the same at westerly end of the northerly or South 85°00'00" West, 281.14 feet line of said Lot 9B, also being on the southerly right-of-way line of Little Patuxent Parkway as shown on said plat; thence running with and along the outline of said Lot 9B and the southerly right-of-way line of Little Patuxent Parkway, the following four (4) courses and distances

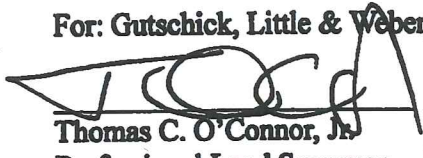
1. North 85°00'00" East, 281.14 feet to a point of curvature; thence
2. 406.19 feet along the arc of tangential curve deflecting to the right having a radius of 1,861.86 feet and a chord bearing and distance of South 88°45'00" East, 405.38 feet to the point of tangency; thence
3. South 82°30'00" East, 364.82 feet to a point of curvature; thence
4. 63.76 feet along the arc of tangential curve deflecting to the left having a radius of 598.67 feet and a chord bearing and distance of South 85°33'04" East, 63.73 feet to a point; thence leaving said outline of said Lot 9B and southerly right-of-way line of Little Patuxent Parkway and running in, through, over and across said Lot 9B
5. South 01°23'52" West, 31.00 feet to the northeastern corner of said Lot 23; thence leaving said Lot 9B and running with and along the outline of said Lot 23, the following three (3) courses and distances
6. South 19°30'00" East, 263.46 feet to a point; thence
7. South 09°38'55" East, 170.84 feet to a point of curvature; thence
8. 295.07 feet along the arc of tangential curve deflecting to the right having a radius of 860.00 feet and a chord bearing and distance of South 00°10'50" West, 293.62 feet to a point; thence leaving said outline of Lot 23 and running in, through, over and across said Lot 23, the following nineteen (19) courses and distances

Exhibit A, page 2

44. South 10°24'00" East, 123.00 feet to a point; thence leaving said common lines and running in, through, over and across the aforesaid Lot 23, the following three (3) courses and distances
45. North 55°05'30" West, 91.15 feet to a point of curvature; thence
46. 275.54 feet along the arc of tangential curve deflecting to the right having a radius of 458.00 feet and a chord bearing and distance of North 37°51'23" West, 271.40 feet to the point of tangency; thence
47. North 20°37'17" West, 166.88 feet to point on the northwesterly or North 81°40'00" East, 102.79 feet line of said Lot 23, lying 10.59 feet from the northeasterly end thereof; thence running with the outline of four (4) courses and distances
48. North 61°40'00" East, 10.59 feet to a point of curvature; thence
49. 358.03 feet along the arc of tangential curve deflecting to the left having a radius of 905.00 feet and a chord bearing and distance of North 50°20'00" East, 355.70 feet to the point of tangency; thence
50. North 39°00'00" East, 20.04 feet to a point of curvature; thence
51. 200.24 feet along the arc of tangential curve deflecting to the left having a radius of 260.75 feet and a chord bearing and distance of North 17°00'00" East, 195.36 feet to the southerly end of the westerly or North 05°00'00" West, 31.00 feet line of said Lot 9B; thence leaving said Lot 23 and running with and along the above mentioned westerly line of Lot 9B
52. North 05°00'00" West, 31.00 feet to the point of beginning; containing a computed area of 22.0840 acres.

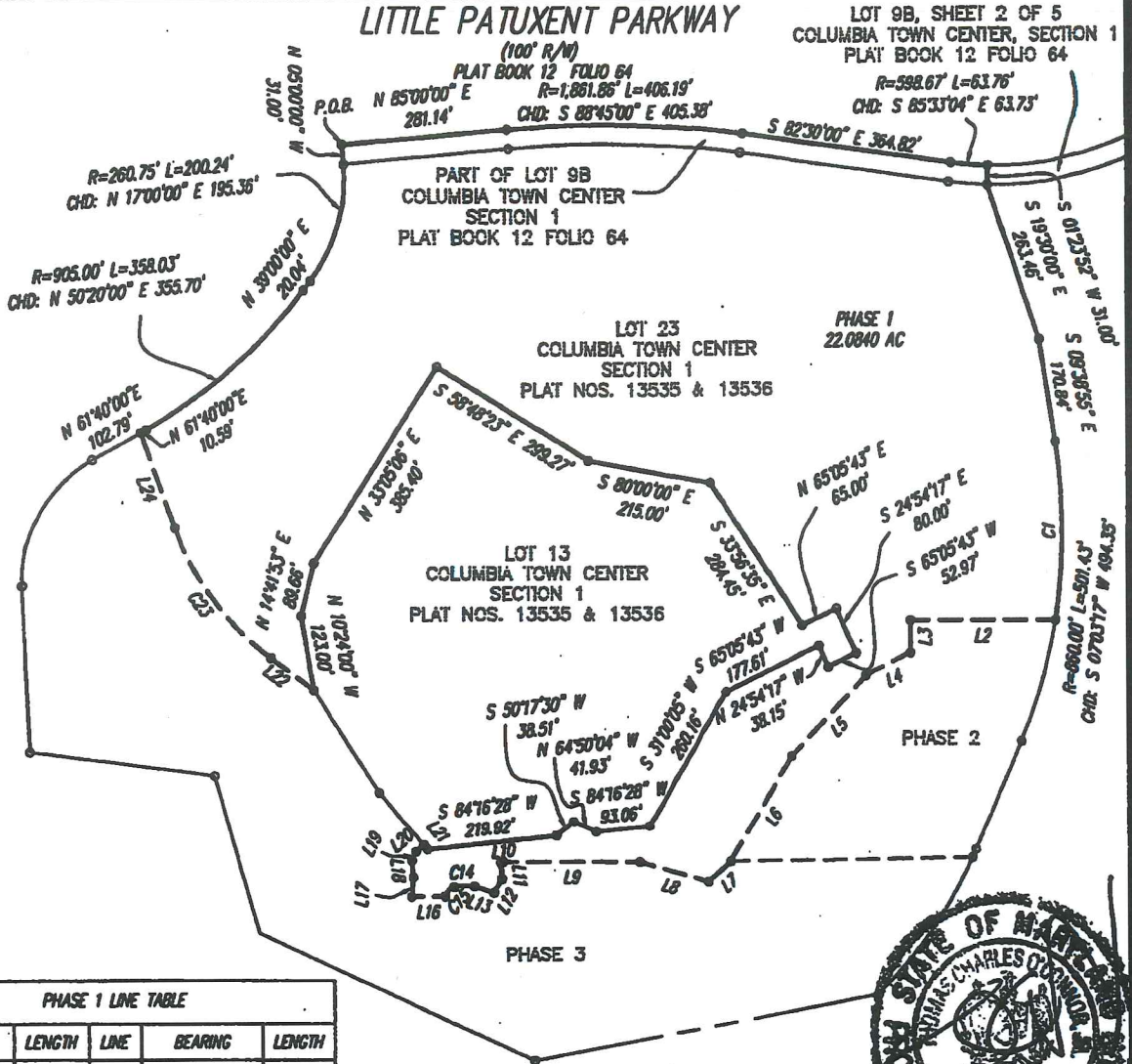
The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, P.A.


 Thomas C. O'Connor, Jr.
 Professional Land Surveyor
 Maryland Reg. No. 10954
 (Exp. Date: 07/03/2014)

2/4/2014





LOT 9B, SHEET 2 OF 5
 COLUMBIA TOWN CENTER, SECTION 1
 PLAT BOOK 12 FOLIO 64
 R=398.67' L=63.76'
 CHD: S 853304" E 63.73'

PLAT BOOK 12 FOLIO 64
 R=1,861.86' L=406.19'
 CHD: S 884500" E 405.38'

R=260.75' L=200.24'
 CHD: N 1700'00" E 195.36'

R=905.00' L=358.03'
 CHD: N 5020'00" E 355.70'

PHASE 1
 22.0840 AC

LOT 23
 COLUMBIA TOWN CENTER
 SECTION 1
 PLAT NOS. 13535 & 13536

LOT 13
 COLUMBIA TOWN CENTER
 SECTION 1
 PLAT NOS. 13535 & 13536

PHASE 2

PHASE 3



PHASE 1 LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L2	S 88°59'23" W	250.75'	L12	S 28°41'19" W	26.44'
L3	S 00°00'37" E	52.67'	L13	N 72°11'02" W	35.34'
L4	S 65°05'43" W	85.71'	L16	S 88°40'25" W	57.09'
L5	S 44°20'58" W	185.15'	L17	N 05°09'35" E	32.28'
L6	S 30°59'28" W	205.89'	L18	N 05°25'27" W	27.85'
L7	S 48°48'36" W	50.99'	L19	N 26°48'29" E	16.61'
L8	N 74°28'38" W	123.88'	L20	N 49°54'35" E	17.23'
L9	N 88°49'11" W	233.29'	L21	S 40°05'25" E	9.07'
L10	S 84°15'47" W	4.42'	L22	N 55°05'30" W	91.15'
L11	S 03°34'57" E	28.13'	L24	N 20°37'17" W	166.88'

PHASE 1 CURVE TABULATION

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	860.00'	295.07'	149.00'	293.62'	S 00°10'30" W	19°39'29"
C14	63.47'	33.75'	17.29'	33.36'	S 88°07'42" W	30°28'15"
C15	21.16'	23.10'	12.85'	21.97'	S 45°25'26" W	62°32'46"
C23	458.00'	275.54'	142.08'	271.40'	N 37°51'23" W	34°28'13"

SKETCH OF
 PHASE 1
 PART OF LOT 23
 COLUMBIA TOWN CENTER, SECTION 1,
 PLAT NOS. 13535 & 1536
 AND
 PART OF LOT 9B
 COLUMBIA TOWN CENTER - SECTION 1
 PLAT BOOK 12 FOLIO 64

CLARKSVILLE ELECTION DISTRICT NO. 5
 HOWARD COUNTY, MARYLAND

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 BALT: 410-880-1820 DC/VA: 301-988-2524 FAX: 301-421-4186

REFERENCE :
 PLAT NOS. 13535 AND 13536 AND PLAT BOOK 12 FOLIO 64

DRAWN BY : <i>PWC</i>	DATE : FEB. 2014	G.L.W. FILE No. 11072
CHECKED BY : <i>TOY</i>	SCALE : 1"=300'	

PLOTTED: 2/17/2014 11:01 AM, LAST SAVE: 2/17/2014 10:40 AM, PLOTTED BY: POW UOIR

Exhibit "B"
SYMPHONY OF LIGHTS
SCHEDULE OF ACTIVITIES

EVENT	DATES & TIMES	LOCATION
Symphony of Lights drive-through (approx. 20,000 cars, vans and buses total)	Dates: 11/23/16 – 1/1/17 Days: Wednesdays - Sundays Times: 5:30pm - 10:00pm <i>Notes: Closed to vehicles Mondays-Tuesdays; Closed to vehicles 12/31</i>	Merriweather Park at Symphony Woods , MPP
Dazzle Dash (fun run/walk event, incl. food, non-alcoholic beverages, activities and DJ music)	11/20/16, 4-7:00pm <i>Setup and take-down: 12:00 noon – 9:00pm each day</i>	Merriweather Park at Symphony Woods, MPP
Symphony of Lights private group walk-throughs	Dates: 11/28/16; 12/20/16 Times: 5:30pm - 8:30pm	Merriweather Park at Symphony Woods , MPP
Bike the Lights (bike through event)	11/29/16, 5:00pm - 7:00pm Snow date: 12/5	Merriweather Park at Symphony Woods , MPP
Twinkling Tots (walk through event for families with young children)	12/6/16, 5:00pm – 8:00pm Snow date: 12/12	Merriweather Park at Symphony Woods , MPP
Tail Lights (walk through event for dog owners and their leashed dogs)	12/13/16, 5:00pm - 8:00pm Snow date: 12/19	Merriweather Park at Symphony Woods , MPP
Midnight at 7 (walk through event with food, non-alcoholic beverages, fireworks and DJ music)	12/31/16, 5:00pm – 8:00pm <i>Setup and take-down: 12:00 noon – 10:00pm</i>	Merriweather Park at Symphony Woods , MPP

Ice Skating Rink

Dates: 11/20/16 - 1/8/17

Days: Mon: Closed

Tues - Thurs: 3-8pm

Fri – Sun: 12-9pm

*Ice rink located on Howard Hughes (Howard Research and Development) land.

BREAK-DOWN SCHEDULE

ON OR BEFORE	REMOVE ALL EVENT ELEMENTS FROM AREA
January 11, 2017	Between the fork of South Entrance Road to the north (exit) gate of Event Site
January 31, 2017	Between the fork of South Entrance Road to south gate (entrance) of Event Site

Exhibit "C"
Symphony of Lights Map 2016 with display locations

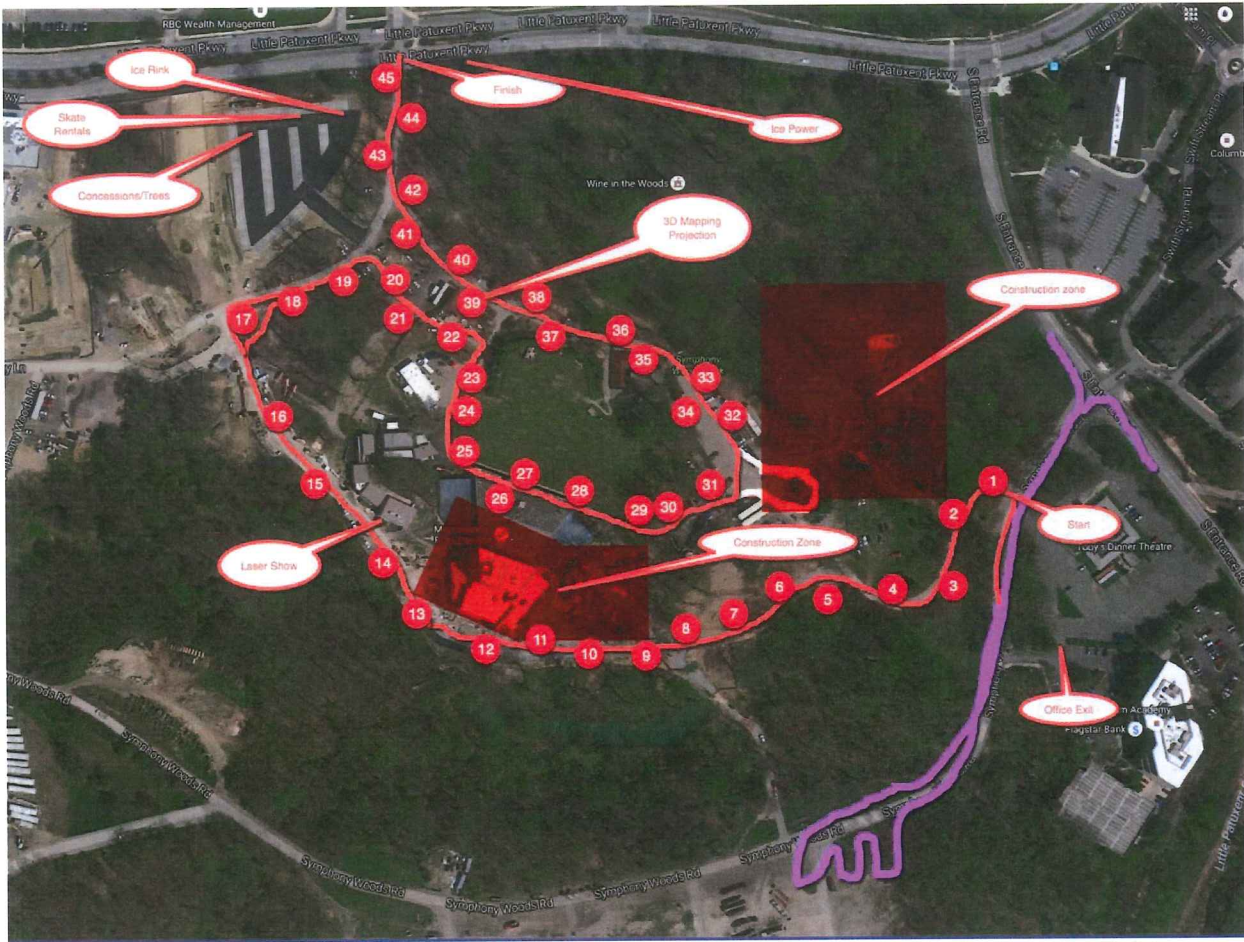


Exhibit "D"
Fireworks Launch Site

