

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of the 16 day of APRIL, 2012, by and between MONTGOMERY COUNTY, MARYLAND ("Landlord"), and THE STRATHMORE HALL FOUNDATION INCORPORATED ("Tenant").

RECITALS:

A. Landlord and Tenant entered into a Lease Agreement dated October 1, 2004 and First Amendment to Lease Agreement dated July 7, 2008 and Second Amendment to Lease dated June 25, 2010 (collectively the "Lease"), pursuant to which Landlord leased to Tenant certain property in Montgomery County, Maryland, which consists of approximately eleven (11) acres located in the northeast quadrant of the intersection of Maryland Route 355 and Tuckerman Lane, together with all existing and future improvements thereon, including the buildings known as the "Mansion" and the "Venue" for the performing arts also known as "The Music Center at Strathmore", as further described in the Lease (the "County Premises").

B. Pursuant to Section 33 of the Lease, Tenant is required to make certain annual payments to the Landlord to partially defray maintenance costs incurred by Landlord pursuant to Section 9A of the Lease and utility costs incurred by Landlord for the Venue (an "Annual Payment"), as further provided therein.

C. Pursuant to Paragraph 2 of the First Amendment to Lease, Tenant has been permitted to make such Annual Payment directly into its investment account, which is maintained, managed and invested by Tenant in its discretion (the "Investment Account").

D. Tenant has requested from the Landlord to defer the Annual Payment for the calendar years 2012 and 2013 and the Landlord has agreed to the same.

E. Landlord and Tenant desire to amend the Lease to modify the schedule for Annual Payments provided in Paragraph 2 of the Second Amendment to Lease, all as more particularly set forth below.

F. Landlord and Tenant have also agreed to extend the Initial Term for an additional two (2) years to allow Tenant to meet the Total Funding Amount as defined in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the parties, Landlord and Tenant agree as follows:

1. Paragraph 2 of the Lease, entitled "Term" shall be modified by deleting the first sentence in its entirety and replaced with the following:

"The Initial Term of this Lease (the "Initial Term") is 19 (nineteen) years, commencing on the 1<sup>st</sup> day of October, 2004 and expiring on September 30, 2023."

2. Paragraph 2(a)i of the Second Amendment to Lease is hereby deleted in its entirety and replaced with the following:

"(a) (i) In addition to the \$50,000 paid directly to the Landlord in Fiscal Year 2006, Tenant agrees to have deposited or cause to accrue, through interest or gains, funds in the Investment Account in the amount of \$3,550,000 (as the same may be adjusted in accordance with subsection (a)(ii) below, the "Total Funding Amount") on or before June 30, 2023, for the purposes described herein. In order to timely generate the Total Funding Amount and commencing with the \$150,000 previously deposited by Tenant to the Investment Account as the 2007 Payment; Tenant shall make annual payments each fiscal year to the Investment Account in accordance with the schedule set forth below. All such payments to the Investment Account will be invested by Tenant, as will all returns earned on such investments, for the purpose of creating a balance for such investments equal to the Total Funding Amount by June 30, 2023 ("Final Funding Date"). Tenant agrees that it is obligated to meet the Total Funding Amount by the Final Funding Date through the accumulation of either interest, dividends, realized gains from the portfolio sale or additional cash payments. The payment schedule set forth below contemplates an annual return on investments of 8%.

**Payment Schedule**

<u>Fiscal Year</u>	<u>Foundation Payment</u>	<u>Projected Earnings</u>	<u>Projected Fund Balance</u>
2007 (paid)	\$150,000	\$12,000	\$162,000
2008 (paid)	\$150,000	\$24,960	\$336,960
2009 (paid)	\$150,000	\$38,957	\$525,917
2010	\$000,000	\$00,000	\$525,917
2011	\$000,000	\$00,000	\$525,917
2012	\$000,000	\$21,036	\$546,953
2013	\$000,000	\$43,756	\$590,709
2014	\$150,000	\$47,256	\$878,965
2015	\$155,000	\$63,037	\$1,006,002
2016	\$155,000	\$80,480	\$1,241,482
2017	\$155,000	\$99,319	\$1,495,801
2018	\$160,000	\$119,664	\$1,775,465
2019	\$160,000	\$142,037	\$2,077,502
2020	\$160,000	\$166,200	\$2,403,702
2021	\$180,000	\$192,296	\$2,775,998

2022	\$180,000	\$222,080	\$3,178,078
2023	\$180,000	\$254,246	\$3,612,324

3. Paragraph 2(a) iv of the Second Amendment to Lease is hereby deleted in its entirety and replaced with the following:

“(iv) The Investment Account is co-mingled with other Tenant monies, but all amounts paid into the Investment Account pursuant to the Payment Schedule in (a) (i) above and all earnings generated thereby will be separately tracked and accounted for on Tenant’s general ledger. Upon the written request of Landlord, Tenant will produce statements reflecting Tenant’s Investment Account showing all monies accrued to the date of such request. As of July 1, 2023:

(1) Any monies held in the Investment Account that exceed the Total Funding Amount shall be the property of Tenant, to be invested or distributed at Tenant’s discretion;

(2) All undisbursed funds, including interest or earnings accruing thereon, held in the Investment Account shall be the property of Landlord, to be invested or distributed at Landlord’s request; and Tenant shall continue to make disbursements to the Landlord in accordance with subsection (a)(ii) above, until the Total Funding Amount has been fully advanced to the Landlord. Investment Account management fees on the Total Funding Amount balance after July 1, 2023 shall be deducted from the Fund if Landlord decides to maintain the Fund after July 1, 2023.”

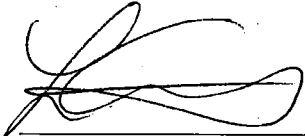
4. Except where modified by this Amendment, the Lease is hereby ratified and confirmed. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern.

5. Except where the context plainly requires otherwise, all capitalized terms that are not defined in this Amendment shall have the meanings ascribed to such terms in the Lease.

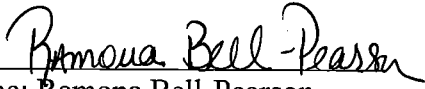
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

WITNESS:

  
\_\_\_\_\_  
Lisa Austin


LANDLORD:  
MONTGOMERY COUNTY, MARYLAND

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

WITNESS:

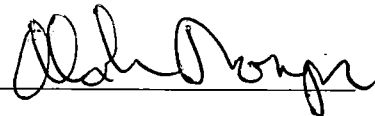
  
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TENANT:  
THE STRATHMORE HALL FOUNDATION,  
INCORPORATED

By:   
Name: Elot Pfanstiehl  
Title: President CEO

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By:   
\_\_\_\_\_

By:   
Name: Cynthia Brenneman  
Title: Director of Real Estate