

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made this 13TH day of APRIL 2010, by and between THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY, acting by and through the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ("Licensor") and THOMAS KIEFABER ("Licensee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. License. Licensor hereby grants Licensee a License for the exclusive use of the Property known as 5904-06 York Road, Baltimore, Maryland known as the Senator Theatre ("Theatre"). The Theatre shall be used solely for purposes of showing films, charitable purposes including serving as a collection center for food, clothing for the needy, entertainment events such as karaoke, community meetings, birthday parties and similar types of events which are beneficial to the surrounding community. The marquee of the Theater shall be used solely to announce and promote upcoming movies and events. Neither the theatre nor the marquee will be used to promote any political activity of any kind, nor any promotion associated with the Licensor's selection process for a new operator of the Theatre unless conducted by the Licensor, nor to promote any matter other than permissible upcoming events at the Theatre. The License may not be assigned, nor the Theatre sublet, in whole or in part. Licensee takes the Theatre in an "as is" condition. It is the responsibility of Licensee at its expense, to obtain any permits and approvals for the use intended and to comply with all applicable laws, rules and regulations. It is the responsibility of Licensee to use the Theatre in such a manner that the use by Licensee, its employees, visitors, invitees and agents shall not disturb or interfere with surrounding businesses or the residential area adjoining the rear of the Theatre. Licensee shall not make any improvements to the Theatre.
2. Term. This Agreement shall be in effect on a month to month basis beginning on ~~March~~ ^{APRIL 13,} 2010. In no event will the License be in effect for a period of longer than six (6) months.
3. Fee and Payment. Licensee shall pay upon demand by Licensor One Dollar (\$1) for term of the License.
4. Default. If Licensee defaults in any obligation of Licensee contained in this Agreement and such default continues for five (5) days after receipt of Licensor's written notice specifying such default, the Licensor may immediately terminate this Agreement and pursue any remedies available at law or in equity to recover possession of the Theatre and any actual damages caused by Licensee's default
5. Maintenance. Licensee shall be responsible, at its own expense, for routine maintenance, including without limitation, trash removal, snow removal and general cleaning necessary to operate the Theatre in a good, clean and safe condition. If Licensor has to perform such maintenance, the Licensee shall promptly reimburse Licensor for such expense. The Licensor shall be responsible for repairs to the building necessary to its continued operation. Licensor will pay for utilities such as electric, water and oil. Licensee will utilize the building in a manner to be as efficient as possible in the use of such utilities. At the time of

the commencement of this License Agreement, the Licensee shall deliver copies of all keys to the building and interior space.

6. Insurance. Licensor shall maintain commercial or comprehensive general liability insurance, including contractual liability coverage and contractual indemnification of obligations under Licensor's self insurance program. Licensee shall not do or permit any activity which will adversely affect such insurance.
7. Mutual Indemnity. Licensee hereby agrees to defend, indemnify and hold Licensor harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensor that arise out of Licensee's use of the Theatre. Licensor hereby agrees to defend, indemnify and hold Licensee harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensee that arise out of the performance by Licensor of its obligations under this License in a manner which involves willful or gross negligence on the part of the Licensor.
8. Termination. The Licensor reserves the right to unilateral termination of this agreement upon ten (10) days written notice to the Licensee if Licensor makes an award of the Theatre under its Request for Proposal ("RFP")
9. Notice. All communication concerning use of the Theatre will occur between the parties hereto. Any notices required hereunder shall be sent by reputable overnight courier or first class mail, prepaid, to the other party at the following address:

Licensor: Department of Housing and Community Development
417 E. Fayette Street
Baltimore, MD 21202
Attention: Commissioner

Copy: Baltimore Development Corporation
36 South Charles Street
Suite 1600
Baltimore, MD 21201
Attention: Kim Clark

Licensee: Thomas Kiefaber
5904-06 York Road
Baltimore, MD 21212

10. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter contained herein. This Agreement shall be construed in accordance with the laws of the State of Maryland.


SIGNATURES ON FOLLOWING PAGE

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

WITNESS:

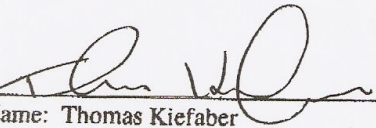
MAYOR AND CITY COUNCIL OF BALTIMORE
BY: DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By:


Name: Paul T Gragiano
Title: Commissioner
LICENSOR

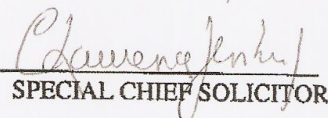
WITNESS:

By:


Name: Thomas Kiefaber

LICENSEE

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
THIS 11th DAY OF April 2010.


SPECIAL CHIEF SOLICITOR