

The Northampton Academy of Music, Inc.
274 Main Street
Northampton, MA 01060

February 9, 2007

Russell J. Peotter,
General Manager
WGBY-TV,
A Division of the WGBH
Educational Foundation
44 Hampden Street
Springfield, MA 01103

Re: Agreement to Establish Strategic Alliance

Dear Rus:

The Northampton Academy of Music, Inc., (“Academy”) is a nonprofit, 501(c)(3) tax exempt corporation that operates the Academy of Music theater in Northampton, Massachusetts (the “Theater”). WGBY-TV is a Division of the WGBH Educational Foundation a 501(c)(3) tax exempt charitable nonprofit Massachusetts corporation (“WGBY”). WGBY operates a public television station that offers a wide range of programming throughout western New England. Both WGBY and the Academy desire to engage in activities that significantly enhance the quality of life in the Pioneer Valley and Western New England. The purpose of this letter is to set forth the terms and conditions of the agreement between the Academy and WGBY in connection with the establishment of a strategic alliance between the Academy and WGBY in furtherance of this shared goal, as follows:

1. **Establishment of Strategic Alliance.** The Academy and WGBY agree that this Letter Agreement sets forth the terms and conditions under which they shall work cooperatively to provide each other with increased opportunities to carry out their respective goals and objectives through the shared use of certain facilities and infrastructure, as hereinafter set forth. WGBY and the Academy believe that the establishment of this strategic alliance (the “Strategic Alliance”) will enable each of them to increase the range and scope of services that they provide to the public, thereby enhancing the ability of WGBY and the Academy to carry out their respective charitable activities. The Strategic Alliance established pursuant to this Letter Agreement shall be effective as of February 1, 2007 (the “Effective Date”) and shall remain in effect until terminated as hereinafter provided.

2. **Provision of Office Space.** In order to facilitate the provision by WGBY of programs and services to residents of Hampshire County, Massachusetts, the Academy agrees to lease to WGBY certain office space located within the Theater, upon the terms and conditions set forth in this Letter Agreement (the “Office Space”). The Office Space shall be in the location shown on

Exhibit A, which is attached hereto and made a part hereof. The terms and conditions applicable to the lease of the Office Space by the Academy to WGBY shall be as follows:

(a) WGBY shall have the exclusive use of the Office Space during the term of this Agreement. The Office Space is being leased by the Academy to WGBY together with the right of access to and from the Office Space through the entrances and common areas of the Theater more particularly described on Exhibit A, together with the right to utilize on an as needed and as available basis the conference/meeting room located within the Theater that is shown on Exhibit A.

(b) WGBY shall be responsible for the payment of the cost of all utilities used or consumed by WGBY in connection with its use and occupancy of the Office Space. WGBY and the Academy acknowledge that utilities consist of electricity and oil (the "Utilities"). WGBY and the Academy agree that WGBY's share of the cost of the Utilities shall not be greater than five (5%) percent of the actual Utility cost incurred by the Academy with respect to the Theater (the "Utility Payment"), subject to finalizing such percentage as more particularly described on Exhibit A. The Utility Payment shall be payable monthly, in arrears, based upon the actual Utility cost to the Academy. The Academy shall furnish to WGBY evidence of its actual Utility cost with each invoice sent by the Academy to WGBY on account of the Utilities, and WGBY shall make the Utility Payment within fifteen (15) days after its receipt of each such invoice. The Academy shall cooperate fully with WGBY with respect to telephone and internet service for the Office Space, which shall be paid directly by WGBY to the provider or providers.

(c) WGBY shall use the Office Space solely for purposes related to the delivery by WGBY of its programs and services to the general public. WGBY shall not be entitled to assign its right to use the Office Space or sublease the Office Space to any third party. The lease of the Office Space by the Academy to WGBY is personal to WGBY.

(d) No rent or additional rent shall be payable by WGBY in connection with its use of the Office Space. The Academy and WGBY acknowledge and agree that the establishment by WGBY of a physical presence within the Theater through its use of the Office Space will strengthen and enhance the Strategic Alliance between WGBY and the Academy that is the subject of this Letter Agreement.

(e) WGBY shall be entitled to such signage identifying its presence within the Theater and the Office Space to the general public as may be permitted in accordance with the Zoning Ordinance for the City of Northampton, Massachusetts (the "City"), provided that all such signage shall be subject to the prior approval of the Academy, which shall not be unreasonably withheld, conditioned or delayed.

(f) WGBY shall obtain and maintain in full force and effect during the entire term of its lease of the Office Space commercial liability insurance with limits and coverage reasonably acceptable to the Academy, under which the Academy shall be an additional insured with respect to the negligence of WGBY or its employees, contractors, agents and invitees on or about the Office Space or Theater. WGBY shall also be responsible for obtaining insurance with respect to all of its personal property located within the Office Space or the Theater. All such personal

property shall be located within the Office Space and the Theater at the sole risk of WGBY, and the Academy shall not have any liability whatsoever with respect to any loss, damage or destruction of any such personal property.

WGBY and the Academy shall enter into a separate lease of the Office Space consistent with all of the terms of this Letter Agreement and otherwise consistent with a commercial transaction of this nature within ninety (90) days from the Effective Date (the "Lease").

3. **Provision of Fundraising Assistance.** WGBY and the Academy acknowledge that WGBY possesses significant expertise in the conduct of a wide range of fundraising and development activities, including direct solicitations, grant writing, sponsorships and numerous other means of fundraising and conducting development activities (collectively, "Fundraising"). WGBY and the Academy further acknowledge that the Academy desires to engage in Fundraising but does not have the resources or experience necessary to be successful in Fundraising for the benefit of the Academy. WGBY and the Academy therefore agree that as part of the Strategic Alliance established pursuant to this Letter Agreement, WGBY shall be responsible for Fundraising on behalf of the Academy, consistent at all times with all legal requirements applicable to WGBY and its tax exempt status. The Academy shall establish a Fundraising committee (the "Fundraising Committee") that shall have overall responsibility on behalf of the Academy for the identification and implementation and Fundraising initiatives and activities for the benefit of the Academy, working cooperatively with WGBY. WGBY shall make available to the Academy and its Fundraising Committee at no cost to the Academy except as specifically set forth herein the Fundraising infrastructure and resources now or hereafter in existence at WGBY for the purpose of enabling the Academy to engage in Fundraising activities and initiatives for the benefit of the Academy. The Academy shall pay all third party costs incurred by WGBY in connection with the provision of Fundraising assistance to the Fundraising Committee of the Academy, including without limitation all direct mail costs and all other third party costs incurred by WGBY in connection with or as part of the provision of Fundraising assistance to the Fundraising Committee of the Academy. All third party costs payable by the Academy shall be subject to the prior approval of the Academy. WGBY and the Academy agree that third party costs incurred by WGBY in connection with the provision of Fundraising assistance to the Fundraising Committee of the Academy shall also include amounts charged by the WGBH Educational Foundation ("WGBH") to WGBY on account of Fundraising services provided by WGBH to WGBY.

In connection with the provision by WGBY of Fundraising assistance as set forth herein, WGBY and the Academy agree as follows:

(a) The Fundraising Committee and the appropriate Fundraising professionals of WGBY shall establish on an annual basis a Fundraising plan for the Academy (the "Fundraising Plan"). The Fundraising Plan shall be the basis for the Fundraising activities carried out for the benefit of the Academy during each year during the term of this Agreement. All Fundraising activities proposed to be carried for the benefit of the Academy during the twelve (12) month period covered by the Fundraising Plan shall be incorporated in the Fundraising Plan, and the Academy shall not engage in any Fundraising activities that are not part of the Fundraising Plan

without the prior written consent of WGBY. The Fundraising Plan shall be subject to modification from time to time as agreed upon by the Fundraising Committee and WGBY.

(b) The initial Fundraising Plan for the benefit of the Academy shall include both initiatives and activities that are intended to generate an initial, immediate infusion of cash and a longer term strategy for the development of an annual fund for the benefit of the Academy.

(c) The Fundraising Committee and WGBY shall establish reasonable Fundraising goals for the benefit of the Academy as part of each Fundraising Plan. WGBY acknowledges that the Academy desires to increase significantly its overall Fundraising capability through its Strategic Alliance with WGBY in furtherance of the overall goal of the Academy of generating Two Hundred Thousand (\$200,000.00) Dollars of non-operating revenue on an annual basis.

(d) WGBY and the Academy acknowledge and agree that in connection with Fundraising for the benefit of the Academy, WGBY shall provide services as a consultant, a collaborator and a customer. Accordingly, WGBY and the Academy agree that all Fundraising activities for the benefit of the Academy shall be subject to the prior review of WGBY. As part of that process, the specific role of WGBY in connection with all such Fundraising activities shall be established and incorporated in the Fundraising Plan. WGBY and the Academy acknowledge and agree that in order for Fundraising for the benefit of the Academy utilizing the services of WGBY to be effective and successful, WGBY and the Academy shall cooperate fully with each other at all times in relation to all Fundraising planning and all Fundraising activities and initiatives.

(e) WGBY acknowledges that the provision by WGBY of the Fundraising assistance described in this Paragraph 3 is material to the Academy in determining to enter into the Strategic Alliance with WGBY. Accordingly, WGBY agrees to devote meaningful and significant time and resources to the provision of Fundraising assistance for the benefit of the Academy as set forth herein and such Fundraising assistance shall be consistent with the overall goal of the Academy with respect to Fundraising that is set forth in Paragraph 3(c) above.

4. **Use of Theater.** The Academy agrees that as part of the Strategic Alliance between WGBY and the Academy that is established pursuant to this Letter Agreement, WGBY shall be entitled to use the Theater without the payment of any use or occupancy fee a total of up to ten (10) times during each year during the term of this Agreement. The use of the Theater by WGBY shall be consistent with and part of the provision by WGBY of programs and services to its members and prospective members. WGBY represents to the Academy that in connection with its use of the Theater as part of its Strategic Alliance with the Academy WGBY intends to produce in the Theater both live and video performances and productions. The use of the Theater by WGBY shall be personal to WGBY and shall not be subject to any assignment or transfer by WGBY to any third party of any right to use the Theater pursuant to this Agreement. WGBY shall pay all costs and expenses relating directly to its use of the Theater, but it shall not be required to make any separate payment for the use of the Theater. WGBY agrees, however, that the Academy shall have a right of first refusal with respect to concession services for food, beverages and souvenirs related to the Academy or Theater in connection with each use of the Theater by WGBY (the "Concession Rights"). The exercise by the Academy of the Concession

Rights shall be carried out in a manner that enhances and does not interfere with any use by WGBY of the Theater. The Academy shall make a determination as to whether it desires to exercise the Concession Rights with respect to any particular use of the Theater by WGBY at least thirty (30) days prior to the date of the scheduled use of the Theater by WGBY. The scheduling of the use of the Theater by WGBY shall be subject to the availability of the Theater based upon the use of the Theater by the Academy, but the Academy shall work cooperatively with WGBY to attempt to make the Theater available to WGBY when requested by WGBY. The Academy shall provide WGBY with access to the Academy's virtual calendar of all scheduled uses of the Theater in order to provide WGBY with the maximum advance notice of any proposed use of the Theater for the purpose of assisting WGBY in scheduling its use of the Theater. Each use of the Theater by WGBY shall be subject to the execution by WGBY of the Academy standard License Agreement for the use and occupancy of the Theater, provided that the Academy shall waive the normal and customary fee charged by the Academy to third parties for use of the Theater. The Academy agrees that WGBY shall be entitled to engage in live broadcasts of Theater productions and it shall be entitled to tape Theater products for any use whatsoever, including without limitation subsequent broadcasts on public television and/or streaming video on the WGBY website or through any other means licensed by WGBY.

5. Loan by WGBY to the Academy.

(a) WGBY agrees that on or before March 1, 2007 it shall make a loan to the Academy in the principal amount of Fifty Thousand (\$50,000.00) Dollars (the "Loan"). The proceeds of the Loan shall be used, in part, by the Academy to payoff an existing line of credit maintained by the Academy with the Northampton Cooperative Bank. The Loan shall bear interest at 4.93% per annum. The Loan shall constitute a demand obligation of the Academy, but WGBY shall not make any demand for payment as long as this Agreement establishing the Strategic Alliance between the Academy and WGBY remains in effect. The obligations of the Academy with respect to the Loan shall be evidenced by a Promissory Note executed by the Academy (the "Note"). The Note shall be in form and substance consistent with the terms of this Letter Agreement and otherwise consistent with a commercial transaction of this nature. As security for its obligations pursuant to the Note, the Academy shall collaterally assign to WGBY and grant to WGBY a security interest in Fundraising revenues raised by the Academy and WGBY as provided in Paragraph 3 above, provided that the Academy shall be entitled to retain the first One Hundred Thousand (\$100,000) Dollars of Fundraising revenues derived through the Fundraising efforts of the Fundraising Committee of the Academy and WGBY pursuant to Paragraph 3 above, and all Fundraising revenues in excess of the first One Hundred Thousand (\$100,000) Dollars shall be applied to satisfy the obligations of the Academy pursuant to the Note with respect to the Loan. The Academy shall remain obligated to satisfy in full its obligations pursuant to the Note notwithstanding the fact that Fundraising revenues may be insufficient during the the term of this Agreement.

(b) WGBY and the Academy acknowledge that during the term of this Agreement the Academy may require additional loan funds for cash flow and other purposes. The Academy agrees to make every effort to obtain additional loans from institutional lenders ("Additional Loans"). As part of that process, however, WGBY agrees that in connection with each Academy request for Additional Loans, and provided that the Loan has been paid in full, if, subject to

WGBY's own cash flow and budgetary constraints, WGBY reasonably determines that the proceeds of Fundraising will be sufficient to repay any such Additional Loan and other obligations of the Academy within a twelve (12) month period, WGBY shall cosign or guarantee the payment of any such Additional Loan (all such Additional Loans not to exceed \$50,000.00 in any twelve month period) to the institutional lender making the Additional Loan, upon terms and conditions reasonably acceptable to WGBY. WGBY and the Academy agree that if WGBY does not reasonably determine that the proceeds from Fundraising will be sufficient to repay an Additional Loan over the twelve (12) month period beginning upon the date that the Additional Loan proceeds are made available to the Academy, WGBY shall not have any obligation to cosign or guaranty any such Additional Loan. As security for its obligations pursuant to the repayment of any Additional Loan, the Academy shall collaterally assign to WGBY and grant to WGBY a security interest in Fundraising revenues raised by the Academy that are not already secured by the institutional lender.

6. **Co-Branding Opportunities.** WGBY and the Academy acknowledge that they each have significant public visibility and have established goodwill in the minds of the public throughout Western New England. Accordingly, WGBY and the Academy agree that as part of their Strategic Alliance, they shall work cooperatively to attempt to develop co-branding opportunities for the joint and mutual promotion of activities and initiatives in the Pioneer Valley and Western New England that are consistent with their charitable purposes. In this manner, WGBY and the Academy shall endeavor to increase their public visibility and goodwill throughout this geographic area for their mutual benefit.

7. **Future Joint Ventures.** WGBY and the Academy agree to review, discuss and consider during the Term of this Agreement engaging in joint ventures consistent with their respective charitable purposes for the purpose of enhancing the ability of each of them to carried out their respective charitable activities. Any such joint venture shall be subject to a separate agreement between WGBY and the Academy that sets forth all of the terms and conditions applicable to any such joint venture.

8. **Indemnification.** The Academy agrees to defend, indemnify and hold harmless WGBY, WGBH, and their respective trustees, overseers, employees and funders from and against all demands, claims, judgments, liabilities, damages, cost and expenses, including without limitation reasonable attorney fees, arising out of any damage to property or injury to persons (including without limitation third party claims) caused by the negligent or tortious acts or omissions of the Academy in connection with the performance of its obligations and/or exercise of its rights pursuant to this Agreement. WGBY agrees to defend, indemnify and hold harmless the Academy and its trustees, directors, employees and funders from and against all demands, claims, judgments, liabilities, damages, cost and expenses, including without limitation reasonable attorney fees, arising out of any damage to property or injury to persons (including without limitation third party claims) caused by the negligent or tortious acts or omissions of WGBY in connection with the performance of its obligations and/or exercise of its rights pursuant to this Agreement.

9. **Confidentiality; Publicity.**

(a) The Academy and WGBY acknowledge that pursuant to Agreement they shall each be providing to the other party certain confidential and proprietary information, including information that may constitute trade secrets under the Uniform Trade Secrets Act (the “Confidential Information”). Upon providing any such information to the other party, the disclosing party shall designate such information as “Confidential.” The parties agree that information pertaining to their respective funders, donors, and members, fundraising techniques and analyses, and budgets and costs related to fundraising, performance or other events held at the Theater are deemed “Confidential” without any need for further designation. The parties acknowledge that the Confidential Information of a party is of substantial value to that party, and each party agrees to use all reasonable precautions to safeguard the other party’s Confidential Information. The Academy and WGBY shall use the Confidential Information solely for the purpose of carrying out their respective obligations pursuant to this Agreement and shall not disclose any such Confidential Information except (i) as may be required by a court of law; (ii) for such information that may become publicly available through no fault of the disclosing party; and (iii) to their respective employees and representatives solely for the purpose of performing their respective obligations under this Agreement.

(b) The Academy and WGBY agree that the existence of the Strategic Alliance between them constitutes Confidential Information that shall only be disclosed pursuant to a joint press release and public announcement that shall be subject to the prior approval of WGBY and the Academy. Following the announcement of the Strategic Alliance, neither the Academy nor WGBY shall make any public statement regarding the Strategic Alliance without the prior approval of the other party. WGBY and the Academy acknowledge and agree that it is in their best interest to manage in a positive manner any and all publicity relating to the establishment of the Strategic Alliance.

10. **Term of Agreement.** The term of this Agreement between the Academy and WGBY (the “Term”) shall be five (5) years, beginning upon the Effective Date. WGBY shall be entitled to extend the Term of this Agreement for an additional period of five (5) years by delivering written notice of extension to the Academy at least six (6) months prior to the expiration of the initial term. Upon the delivery of such written notice of extension, and provided that WGBY is not in default under this Agreement either on the date of delivery of such notice of extension or on the ending date of then current Term, the Term of this Agreement shall be extended for an additional period of five (5) years upon all of the terms and conditions set forth herein.

11. **Termination.** The following events shall each constitute an Event of Default:

(a) The failure of a party (the “Defaulting Party”) to perform any obligation under this Agreement and the continuation of such failure for a period of thirty (30) days after the delivery of written notice thereof by the other party (the “Non-Defaulting Party”) to the Defaulting Party, specifying in such written notice the specific obligation or obligations that the Defaulting Party has failed to perform.

(b) The insolvency, assignment for the benefit of creditors, voluntary bankruptcy, involuntary bankruptcy if such proceeding is not discharged or dismissed within sixty (60) days, termination of existence, dissolution, liquidation or appointment of a receiver for any part of the property of any party to this Agreement.

Upon the occurrence of an Event of Default, the Non-Defaulting Party shall be entitled to terminate this Agreement by delivering written notice of termination to the Defaulting Party, and upon the delivery of such written notice of termination this Agreement shall terminate, neither party shall have any further rights or liabilities hereunder and all accrued obligations and liabilities shall remain in effect. The Non-Defaulting Party shall be entitled to exercise such rights and remedies as a result of the default by the Defaulting Party as may be available to the Non-Defaulting Party.

12. **Entire Agreement.** This Agreement, together with the Exhibits, the Lease to be executed by the parties and any License Agreement for use and occupancy of the Theater, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. **Severability.** If any provision of this Agreement or the application of any provision hereof to any party or circumstance shall, to any extent, be adjudged invalid or unenforceable, the application of the remainder of such provision to such party or circumstance, the application of such provision to other parties or circumstances, and the application of the remainder of this Agreement shall not be affected thereby.

14. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, when dispatched by electronic facsimile transfer (if confirmed by a written or printed receipt and if a copy is simultaneously sent by first class mail, postage), one (1) business day after having been dispatched by a nationally recognized overnight courier service or three (3) business days after having been sent by certified U.S. mail, return receipt requested to the appropriate party at the address or facsimile number specified below:

If to Academy of Music:

Academy of Music, Inc.
274 Main Street
Northampton, MA 01060
Attn: Andrew Crystal, President
Telephone Number: (413) 584-9032
Facsimile Number: (413) 587-0936

With a copy addressed to:

A. Craig Brown, Esq.
Doherty, Wallace, Pillsbury and Murphy, P.C.
One Monarch Place – 19th Floor
Springfield, MA 01144
Telephone Number: (413) 233:9508
Facsimile Number: (413) 734-3910

If to WGBY:

WGBY
44 Hampden Street
Springfield, MA 01103
Attention: Russell J. Peotter,
General Manager
Telephone Number: (413) 781-2801
Facsimile Number: (413) 731-5093

With a copy addressed to:

General Counsel
WGBH Educational Foundation
One Guest Street
Boston, MA 02135
Telephone Number: (617) 300-4349
Facsimile Number (617) 300-1014

Any party hereto may change its address or facsimile number for the purposes of this Paragraph 14 by giving notice as provided herein.

15. **Dispute Resolution.** The Academy and WGBY agree that any dispute, claim or controversy (a “Dispute”) arising under this Agreement shall be subject to dispute resolution procedures that require the Academy and WGBY to proceed first with nonbinding mediation and if the Dispute is not resolved through nonbinding mediation the Dispute shall be submitted to arbitration, all in accordance with the following:

(a) In the event of a Dispute, either party shall be entitled to initiate nonbinding mediation of the Dispute by sending written notice thereof to the other party (a “Mediation Notice”). Upon the receipt by the other party of a Mediation Notice, the parties shall attempt to agree upon a mediator to perform nonbinding mediation services for the parties in relation to the Dispute. If the parties are unable to agree upon a mediator, a mediator shall be selected in accordance with the applicable mediation rules of the American Arbitration Association; and

(b) If the Dispute is not resolved through nonbinding mediation, the parties agree that the Dispute shall be submitted to arbitration in accordance with the Commercial Arbitration

Rules of the American Arbitration Association (“AAA”) before a single arbitrator, and the decision of the arbitrator, shall be final and binding upon the Academy and WGBY. The Academy and WGBY agree that this Paragraph 13(b) constitutes their agreement to resolve all Disputes arising under this Agreement through arbitration as provided herein. Either party shall be entitled to commence an arbitration proceeding following nonbinding mediation. Any such arbitration proceeding shall be held in Springfield, Massachusetts, or such other location agreed to by the parties. Each party shall be responsible for the payment of its own costs and expenses in connection with any such arbitration proceeding, including, without limitation, attorney’s fees, and each party shall pay fifty (50%) percent of the cost of the performance of services by the arbitrator and the cost of utilizing the AAA for any such arbitration proceeding.

(c) In any arbitration proceeding, discovery may be had by both parties pursuant to the Federal Rules of Civil Procedure, and the arbitrators shall have full discretion to regulate such discovery so as to provide prompt, efficient and fair resolution of such disputes. During the conduct of the arbitration proceeding, the arbitrators shall have full discretion concerning the admissibility and relevance of the evidence, being guided in exercising such discretion by the principles set out in the Federal Rules of Evidence rather than any other body of evidentiary law as defined by state common law, codes or rules of evidence.

16. **Independent Contractors.** The relationship of the Academy and WGBY established by this Agreement is that of independent contractor, and nothing in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other party or constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

17. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Signed as a sealed instrument as of this 22 day of February, 2007.

THE NORTHAMPTON ACADEMY OF
MUSIC, INC.

By Andrew J. Crystal
Its President

WGBY-TV, A DIVISION OF THE
WGBH EDUCATIONAL FOUNDATION

By [Signature]
Its VP & General Manager

EXHIBIT A

DESCRIPTION OF OFFICE SPACE AND CONFERENCE/MEETING ROOM SPACE

The specific location of the Office Space and the conference/meeting room space being made available by the Academy to WGBY shall be established by mutual agreement of the Academy and WGBY on or before March 10, 2007. The Office Space shall be of a size and configuration and in a location within the Theater reasonably acceptable to the Academy and WGBY and consistent with WGBY's requirements for the use of the Office Space. Once the Office Space has been finalized, the Academy and WGBY shall amend this Agreement by substituting for this Exhibit A a plan that shows the location of the Office Space and the conference/meeting room space being made available by the Academy to WGBY within the Theater. As part of that process, the Academy and WGBY shall reduce the percentage share of the cost of Utilities that shall be paid by WGBY as provided in Paragraph 2(b) of this Letter Agreement to correspond with the percentage obtained by dividing the number of rentable square feet of space within the Office Space by the total number of rentable square feet of space within the Theater, taking into account the significant open space within the Theater and the cost of the Utilities that service such open space, unless the Academy and WGBY otherwise agree to maintain such percentage at five (5%) percent as set forth in Paragraph 2(b).