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times and at such places as shall be designated by Enhanced Education in writing with reasonable advance notice; provided, however, that Enhanced Education shall reasonably cooperate with Nir so that the dates, times and places of performance do not unreasonably interfere with any then prior commitments of Nir. The musical compositions to be performed at each such performance shall be mutually agreed upon by Nir and Enhanced Education.

6. At the end of the term of this Agreement, Nir shall immediately return the Cello to Enhanced Education in substantially the same condition as it was in when Nir first took delivery of the Cello under this Agreement. If the Cello is returned in a damaged state, Nir shall pay Enhanced Education the cost to repair the Cello to its condition at the time it was delivered to Nir and/or for any depreciation to the Cello that resulted from such damage.

7. During the term of this Agreement, Nir shall maintain his residence address at the residence address set forth in the Contact Information Sheet attached as Exhibit A hereto and shall keep Enhanced Education fully advised on a current basis of his residence address and of all of the additional information contained in said Contact Information Sheet. Throughout the term of this Agreement, Nir shall safely and securely store the Cello at said residence address at all times while the Cello is not in use by Nir. If for any reason Nir shall determine to change his residence address and/or any of such additional information contained in said Contact Information Sheet, Nir shall provide at least fifteen days' prior written notice of such change to Enhanced Education before making such change.

8. If Nir fails to comply with the terms and conditions of this Agreement, Enhanced Education may terminate this agreement by giving written or verbal notice to Nir. In addition, Enhanced Education shall have the right to terminate this Agreement without cause at any time upon 30 days' written notice to Nir. In the event of any such termination, Nir shall return the Cello to Enhanced Education immediately. Nir shall be in default hereunder for failure to perform any obligation of Nir hereunder, or if any bankruptcy or similar proceedings under federal or state law shall be filed by or against Nir or if borrower makes any assignment for the benefit of its creditors. Upon the occurrence of any such default Enhanced Education may at any time during the continuance thereof, and in addition to all other rights and remedies available herein, at law and in equity, (a) terminate the loan of the Cello; (b) require Nir to return the Cello; (c) recover from Nir all amounts payable hereunder, (d) sue for and recover all such amounts payable hereunder, whether then due or accruing thereafter; (e) take possession of the Cello, wherever it may be located, without demand or notice, without any court order or other process of the law, and without incurring any liability to Nir for any damages occasioned by such taking of possession; (f) pursue any other remedy now, or hereafter, existing at law or in equity notwithstanding any other action that Enhanced Education may pursue under this Section 7. Enhanced Education shall not have any duty to account to Nir for the proceeds of any disposition of the Cello subsequent to its return by or repossession from Nir. No waiver of any default hereunder shall waive any other or subsequent default. Nir shall reimburse Enhanced Education for all costs and expenses incurred by Enhanced Education in enforcing its rights hereunder, including reasonable attorney's and legal fees.

9. Nir shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this agreement or the Cello (or any interest herein or therein) or, (b) at any time sublet or lend the Cello, or permit it to be used by anyone other than Nir, without prior written consent of Enhanced Education.