

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2017 Legislative Session

Legislative Day No. **6**

Bill No. 27 -2017

Introduced by: The Chairperson at the request of the County Executive

AN ACT approving, in accordance with Section 612 of the Howard County Charter, a Seventh Amendment to Agreement of Lease for the portion of the building consisting of approximately 5,728 square feet located at 3300 North Ridge Road, Suite 240, Ellicott City, Howard County, Maryland by and between Howard County and Executive Center LLC, a Maryland limited liability company; authorizing the County Executive to make changes to the Amendment, under certain conditions; authorizing the County Executive to execute the Amendment; and generally relating to the Amendment.

Introduced and read first time _____, 2017. Ordered posted and hearing scheduled.

By order _____
Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2017.

By order _____
Jessica Feldmark, Administrator

This Bill was read the third time on _____, 2017 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ____ day of _____, 2017 at ____ a.m./p.m.

By order _____
Jessica Feldmark, Administrator

Approved by the County Executive _____, 2017

Allan H. Kittleman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County, Maryland (the “County”) is currently leasing
2 approximately 5,728 square feet of space for the Maryland Cooperative Extension at 3300 North
3 Ridge Road, Suite 240, Ellicott City, Howard County, Maryland from Executive Center, LLC, a
4 Maryland limited liability corporation, pursuant to an Agreement of Lease, a copy of which is
5 attached as Exhibit A; and

6
7 **WHEREAS**, there have been six amendments to the Agreement of Lease that extended
8 the original term of the Agreement by one year terms (collectively, the “Agreement as
9 Amended”); and

10
11 **WHEREAS**, the Agreement as Amended is set to expire on June 30, 2017 and parties
12 desire to extend the original term of the Agreement for an additional five years, to June 30, 2022,
13 pursuant to a Seventh Amendment to Agreement of Lease, substantially in the form attached as
14 Exhibit B; and

15
16 **WHEREAS**, the extension of the original term of the Agreement as Amended requires
17 the expenditure of County funds in future fiscal years and therefore requires County Council
18 approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

19
20 **NOW, THEREFORE,**

21
22 ***Section 1. Be It Enacted*** by the County Council of Howard County, Maryland that in
23 accordance with Section 612 of the Howard County Charter, it approves a Seventh Amendment
24 to Agreement of Lease, substantially in the form attached as Exhibit B, for the rental of
25 approximately 5,728 square feet of the building known as 3300 North Ridge Road, Suite 240,
26 Ellicott City, Howard County, Maryland.

27
28 ***Section 2. And Be It Further Enacted*** by the County Council of Howard County, Maryland that
29 the County Executive is hereby authorized to execute and deliver a Seventh Amendment to the

1 *Agreement of Lease in the name of and on behalf of the County.*

2

3 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland that
4 *the County Executive, prior to execution and delivery of the Seventh Amendment to Agreement of*
5 *Lease, may make such changes or modifications to the Amendment as he deems appropriate in*
6 *order to accomplish the purpose of the transactions authorized by this Act, provided that such*
7 *changes or modifications shall be within the scope of the transactions authorized by this Act;*
8 *and the execution of the Amendment by the County Executive shall be conclusive evidence of the*
9 *approval by the County Executive of all changes or modifications to the Amendment, and the*
10 *Amendment shall thereupon become binding upon the County in accordance with its terms.*

11

12 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland that
13 *this Act shall be effective immediately upon its enactment.*

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this "Lease") is made this 5th day of August, 2009 by and between EXECUTIVE CENTER, INC., a Maryland corporation, having an address at 1205 York Road, 4th Floor, Lutherville, Maryland 21093 (the "Landlord") and HOWARD COUNTY, MARYLAND, a body corporate and politic, having an address at 3430 Court House Drive, Ellicott City, Maryland 21043 (the "County").

WHEREAS, Landlord was the successful bidder in RFP # 2009 - 047 for the County's use of a portion of the building known as Executive Center, 3300 North Ridge Road, Ellicott City, Maryland.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual entry into this Lease by Landlord and the County, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, Landlord hereby leases to the County and the County hereby leases from Landlord the Premises, hereinafter described, upon the terms and conditions set forth herein.

SECTION 1. DEFINITIONS

The capitalized terms used in this Lease shall, unless the context requires otherwise, have the definition and meaning specified in this Section 1.

Building - means the four story building known as Executive Center, 3300 North Ridge Road, Ellicott City, Howard County, Maryland and the Building's access driveway, walkways, parking areas, and grassed areas.

Common Areas - means the common stairways, lobbies, common hallways, parking areas, ingress and egress drives, grounds, and other portions of the Building and Landlord's property intended for use by all occupants of the Building.

County - means Howard County, Maryland, a body corporate and politic and its successors and assigns.

County's Portion - means the percentage of the Building leased to the County based upon the ratio of the area of the Premises to the area of the Building.

Event of Default - means an event of default described in Section 10.1 hereof.

Insurance - means the all-risk property insurance, general liability insurance, and workers' compensation insurance maintained by Landlord out of or in connection with its ownership of the Building throughout the Term.

Landlord - means Executive Center, Inc., a Maryland corporation, qualified and in good standing in the state of Maryland, and its successors and assigns.

Lease - means this Agreement of Lease, as it may be amended from time to time, as the context requires.

Lease Year - means (a) the initial period commencing on September 1, 2009 and ending on June 30, 2010, and (b) if the Lease is renewed as provided for herein, the successive twelve-month periods thereafter commencing on July 1 and ending on June 30 of the following year.

Maintenance - means the management and maintenance of the Building performed by Landlord or its contractors pursuant to service contracts negotiated by Landlord for the maintenance of the Building, including but not limited to the following: fire protection, landscaping and lawn service, trash and recycling removal service, periodic exterior cleaning of the Building and parking lot, maintenance, repair, and replacement of the HVAC and mechanical systems serving the Building, the maintenance, repair, and replacement of the roof, exterior, windows and doors of the Building and the cost of utilities serving the Common Areas, and ice and snow clearing.

Original Term - has the meaning set forth in Section 2.1.1 hereof.

Premises - means the portion of the Building leased to the County. Upon the commencement of the Lease, the Premises are the 5,728 square feet located at 3300 North Ridge Road, Ellicott City, Suite 240.

Renewal Term - has the meaning set forth in Section 2.1.2 hereof.

Rent - means the rent described in Section 3 hereof and any payments to Landlord made as additional rent.

Snow Removal - means the timely removal of snow and ice from the walkways, parking lot and driveway serving the Building pursuant to a contract negotiated by Landlord at its expense for each of the Lease Years.

Taxes - means the real property taxes, levies, benefit charges, and/or other governmental charges levied, or assessed upon the Building.

Term - means either the Original Term and, if the Lease is renewed, the applicable Renewal Term.

SECTION 2. TERM.

2.1. Length.

2.1.1. Original Term. The Original Term of this Lease shall be for a term of ten (10) months commencing on September 1, 2009 and terminating at 11:59 p.m., Eastern Time, on June 30, 2010 (the "Original Term"). During this period, the County will use reasonable efforts to obtain County Council approval to extend the Original Term to June 30, 2012, and upon such approval this Lease will be amended to reflect the new expiration date. In the event the County

does not (a) obtain County Council approval to extend the Original Term to June 30, 2012, and (b) either (i) does not exercise both renewal options provided for in Section 2.1.2, or (ii) exercises its Early Termination option in accordance with Section 2.1.4 of this lease, then the County shall reimburse the Landlord for all unamortized cost for Improvements (defined below).

2.1.2. Renewal Term. In the event the County Council does not approve extending the Original Term to June 30, 2012, the County shall have the option to renew the Lease for up to two additional terms of one year each (a "Renewal Term"), each Lease Year for each Renewal Term commencing on July 1 and ending on June 30 of the following year. The County may exercise the renewal option by giving sixty (60) days prior written notice of the County's intention to exercise its option for the Renewal Term prior to the expiration of the Original Term or any Renewal Term, as applicable.

2.1.3. Delivery of Possession. The Landlord shall deliver possession of the Premises upon the commencement of this Lease.

2.1.4. Early Termination. Notwithstanding anything to the contrary contained in this Lease, if either the Original Term is extended to June 30, 2012 or the County exercises its second renewal option, which Renewal Term would expire on June 30, 2012, then the County shall have the right to terminate the Lease at anytime within 8-months prior to the end of the Term expiring on June 30, 2012, without penalty, other than the payment provided for in Section 2.1.1, or without default, by delivering to Landlord sixty (60) days prior written notice of the early termination. If the County exercises its right of early termination, then the last day of the Term shall be the last day of the second full month from the date of the County's notice.

2.2. Surrender. The County shall, at its expense, at the expiration of the Term or any earlier termination of this Lease (a) promptly surrender to Landlord possession of the Premises in good order and repair (ordinary wear and tear excepted) and broom clean, and (b) remove the County's signs, goods and effects and any machinery, trade fixtures and equipment which are used by the County. The Improvements and all other Premises improvements approved by Landlord may remain. All other improvements made by the County shall be removed, and the County also may elect to remove the approved improvements, and the Premises shall be restored to substantially the same condition that existed at the commencement of the Lease, reasonable wear and tear excepted.

2.3. Holding over. If the County holds possession of the Premises after the expiration or termination of this Lease without Landlord's written consent, the County shall become a tenant from month to month at one hundred twenty-five percent (125%) of the monthly rent due during the last Lease Year of the Term and upon all other terms herein specified and shall continue to be such tenant from month to month until such tenancy shall be terminated by either party giving the other written notice of at least thirty (30) days of its intention to terminate such tenancy. Nothing contained in this Lease shall be construed as consent by Landlord to the occupancy or possession of the Premises by the County after the expiration or termination of this Lease. Upon the expiration or termination of this Lease, Landlord shall be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by tenants, that may now or hereafter be in force.

occupancy by such casualty. If, because of any such damage, the undamaged portion of the Premises is made unsuitable for use by the County, as determined by the County in its sole and absolute subjective discretion, or Landlord's repairs of the damaged portion are not completed within sixty (60) days or cannot be completed within sixty (60) days, then the County may terminate this Lease, and neither party shall have any further obligations or liability under this Lease as of the date of termination.

8.2 Condemnation. If all or substantially all of the Building is taken by the exercise of the governmental power of eminent domain, then this Lease shall automatically terminate as of the date of such taking. If, however, less than all or substantially all of the Premises or Building is subject to a taking, then Landlord shall have the option to repair or renovate the remaining area of the Building and the Premises to substantially the condition of the Building and Premises immediately before such casualty, and may temporarily enter and possess any or all of the Premises for such purposes. So long as the County is deprived of the use of any or all of the Premises on account of such taking, the Rent payable under the provisions of Section 3.1 shall be abated in proportion to the number of square feet of the Premises rendered unfit for occupancy by such taking. If, because of any such taking, any remaining portion of the Premises is made unsuitable for use by the County, as determined by the County in its sole and absolute subjective discretion, or Landlord's repairs of the remaining portion are not completed within sixty (60) days or cannot be completed within sixty (60) days, then the County may terminate this Lease, and neither party shall have any further obligations or liability under this Lease as of the date of termination.

SECTION 9. ASSIGNMENT AND SUBLETTING; USE OF PREMISES; QUIET ENJOYMENT.

9.1 Assignment and Subletting. The County shall not enter into any lease, sublease, assignment license, concession or other agreement for the possession of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's prior written consent shall not be required for the County to assign this Lease or sublet all or part of the Premises to the County's governmental departments, agencies or commissions or related State departments, agencies or commissions, except for health-related agencies.

9.2 Use of Premises. The County intends to use the Premises for office purposes and the business operations of the Maryland Cooperative Extension.

9.3 Quiet Enjoyment. Landlord hereby covenants that the County, on paying the Rent and performing the covenants set forth herein, shall peaceably and quietly hold and enjoy, throughout the Term, the Premises (including, by way of example rather than of limitation, any such right to use any driveway or shared parking lot) and to use the Common Areas.

SECTION 10. DEFAULT.

10.1 Definition: As used in the provisions of this Lease, each of the following events

shall constitute, and is hereinafter referred to as, an "Event of Default": (a) If the County fails to pay the Rent when and as due and payable hereunder and without demand therefore; or (b) if the County or Landlord fails to perform any of its obligations under the provisions of this Lease.

10.2. Notice Grace Period. Notwithstanding anything to the contrary contained in this Lease or the provisions of this Section, on the occurrence of an Event of Default by the County or Landlord, the County or Landlord shall not exercise any right or remedy on account thereof which it holds under any provision of this Lease or applicable law until Landlord or County, as the case may be, has given written notice thereof to the other party and (a) if such Event of Default consists of a failure to pay money, such payment is not made within ten (10) days after the date of notice thereof to the defaulting party to pay all of such money, or (b) if such Event of Default consists of something other than a failure to pay money, such Event of Default is not cured within thirty (30) days after the date the non-defaulting party gives the defaulting party notice thereof to cure such Event of Default.

10.3. Landlord and County's Rights on Event of Default.

10.3.1. On the occurrence of any Event of Default by the County which remains uncured, Landlord may take any or all of the following actions:

(a) terminate this Lease by giving written notice of such termination to the County, which termination shall be effective as of the date of such notice or any later date therefore specified by Landlord therein;

(b) pursue any combination of such remedies or any other right or remedy available to the Landlord on account of such Event of Default under this Lease or at law or in equity; or

(c) cure the Event of Default at Landlord's expense, in which event the County shall reimburse Landlord for all reasonable expenses incurred by Landlord in curing such Event of Default within thirty (30) days after demand therefore.

10.3.2. On the occurrence of any Event of Default by Landlord which remains uncured, the County may take any or all of the following actions:

(a) terminate this Lease by giving written notice of such termination to the Landlord, which termination shall be effective as of the date of such notice;

(b) cure the Event of Default at County's expense in which event Landlord shall reimburse the County for all reasonable expenses incurred by the County in curing such Event of Default within thirty (30) days after demand therefore; or

(c) pursue any combination of such remedies or any other right or remedy available to the County on account of such Event of Default under this Lease or at law or in equity.

10.3.3. EACH PARTY HEREBY WAIVES ALL RIGHTS WHICH IT MAY HAVE AT LAW OR IN EQUITY TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR PROCEEDING AT LAW OR IN EQUITY RELATING TO THIS LEASE.

SECTION 11. NOTICES.

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified mail in the United States mails, postage prepaid, return receipt requested to the address hereinabove provided; or (ii) (if such party's receipt thereof is acknowledged in writing) upon being given by hand or other actual delivery to such party. The individual to contact in the case of the County is the Chief of Real Estate Services Division, Department of Public Works and in the case of an issue with Rent, the Director of Finance, and the individual to contact in the case of Landlord is Robert J. Licata or such other person identified, respectively. The telephone and fax numbers for Landlord are: 410-583-8905 or 410-583-8985 (Fax).

SECTION 12. GENERAL.

12.1. Effectiveness. This Lease shall become effective upon and only upon its execution and delivery by each party hereto.

12.2. Complete understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof and supersedes all prior negotiations and agreements between the parties.

12.3. Amendment. This Lease may be amended only by an instrument fully executed and delivered by each party hereto.

12.4. Applicable law. This Lease shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the either in the District Court or Circuit Court for Howard County, Maryland.

12.5. Time of Essence. Time shall be of the essence of this Lease.

12.6. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

12.7. Construction. As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership and any other form of legal entity; and (b) all references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to

have been made to such Section, subsection, paragraph or subparagraph of this Lease.

12.8. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

12.9. Severability. No determination by any court, governmental body or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall effect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

12.10. Estoppel Certificate. The County agrees at any time and from time to time upon not less than fifteen (15) days prior notice by Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying as to such matters pertaining to this Lease or the Premises as Landlord may reasonably request, including but not limited to (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Rent and other charges have been paid in advance, if any, and (c) whether or not, to the best knowledge of the signer of such certificate, Landlord is in breach and/or default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such breach and/or default of which the signor may have knowledge; it being intended that any such statement delivered hereunder may be relied upon by any party not a party to this Lease.

12.11 Recording. It is agreed that this Lease shall not be recorded among the Land Records of Howard County, Maryland.

12.12 Authority and Title. Landlord represents and warrants that it is the title owner of the Building and is duly authorized in accordance with its organizational and operational documents to enter into this Lease. Landlord further represents and warrants that no other person or entity has any claim of title or possession to the Premises.

12.13 Brokers. Landlord and the County represent and warrant to each other that they have not dealt with any broker or finder entitled to any commission, fee or other compensation by reason of the execution of this Lease. Landlord and the County shall indemnify and hold each other harmless from any charge, liability or expense (including reasonable attorney's fees) the other may suffer, sustain or incur in respect to any claim for a commission, finder's fee or other compensation by a broker or finder claiming by, through or under Landlord or the County.

IN WITNESS WHEREOF, each party hereto has executed this Lease, under seal, or caused it to be executed under seal on its behalf by its duly authorized representatives, on the day and year first above written.

LANDLORD:
EXECUTIVE CENTER, INC.
a Maryland corporation

ATTEST:

Linda Licata
Linda Licata
Corporate Secretary

BY: Louis Mangione (SEAL)
Louis Mangione
President

WITNESS:

Lonnie R. Robbins
Lonnie R. Robbins
Chief Administrative Office

HOWARD COUNTY, MARYLAND

By: Ken Ulman (SEAL)
Ken Ulman
County Executive

APPROVED:

James M. Irvin 8/5/09
James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon Greisz 8/5
Sharon Greisz, Director
Department of Finance

APPROVED for Form and Legal
Sufficiency this 5 day of August, 2009

Margaret Ann Nolan
Margaret Ann Nolan
County Solicitor

SEVENTH AMENDMENT TO AGREEMENT OF LEASE

THIS SEVENTH AMENDMENT TO AGREEMENT OF LEASE (this "Renewal") is made this ____ day of _____, 20__, by and between **EXECUTIVE CENTER, LLC** (the "Landlord"), a Maryland limited liability company, and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic.

WHEREAS, the County and the Landlord entered into an Agreement of Lease dated August 5, 2009 (the "Original Lease"), for the lease of the premises described as Suite 240 and comprising 5,728 square feet (the "Premises"), located within the building owned by the Landlord at 3300 North Ridge Road, Ellicott City, Howard County, Maryland (the "Building"). The "Original Term" of the Lease extended from September 1, 2009 through June 30, 2010.

WHEREAS, upon obtaining the approval of the County Council of Howard County ("Council"), the County and the Landlord amended the Original Lease by the First Amendment to Agreement of Lease, dated December 21, 2009, (the "First Amendment"), which amendment extended the Original Term of the Original Lease to June 30, 2012.

WHEREAS, by Second Amendment to Agreement of Lease dated June 6, 2012, the County and the Landlord amended the Agreement of Lease to (1) extend the Original Term (the "Term") of the Lease through June 30, 2013, and provide for four (4) additional renewal periods of one (1) year each (each a "Renewal Term"), (2) allow the County to terminate prior to the end of the Term or any Renewal Term by giving the Landlord 180 days prior notice, and (3) defining the rent for the Term and the amount by which the rent would increase for each Renewal Term.

WHEREAS, by Third Amendment to Agreement of Lease dated June 13, 2013, the County exercised its right of renewal for the first Extension Option Period and the Landlord agreed to extend the term of the Lease for the first Extension Option Period as set forth therein.

WHEREAS, by Fourth Amendment to Agreement of Lease dated May 14, 2014, the County exercised its right of renewal for the second Extension Option Period and the Landlord agreed to extend the term of the Lease for the second Extension Option Period as set forth therein.

WHEREAS, by Fifth Amendment to Agreement of Lease dated May 1, 2015, the County exercised its right of renewal for the third Extension Option Period and the Landlord agreed to extend the term of the Lease for the third Extension Option Period as set forth therein.

WHEREAS, by Sixth Amendment to Agreement of Lease dated March 30, 2016, the County exercised its right of renewal for the fourth Extension Option Period and the Landlord agreed to extend the term of the Lease for the fourth Extension Option Period set forth therein, from July 1, 2016 to June 30, 2017. (The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, are collectively referred to herein as the "Lease".)

WHEREAS, the County has requested and the Landlord has agreed to grant the County an extension of the Term for an additional five (5) years as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the County agree as follows:

1. **Defined Terms.** Capitalized terms and phrases used in this Renewal, unless otherwise indicated, shall have the same meaning ascribed to them in the Lease.

2. **Term.** Notwithstanding any provision of the Lease to the contrary, the parties agree to extend the Term by an additional five (5) years, following the expiration of the current Term, commencing on July 1, 2017 ("Extension Term Commencement Date") and expiring on June 30, 2022 (the "Extension Term").

3. **Rent.** The Rent for the Extension Term shall be paid in accordance with Section 3.1.c of the Lease, in equal monthly installments, in advance, on or before the first of the month as follows:

Month	Monthly Rent	Annual Rent
July 1, 2017 – June 30, 2018	\$10,501.33	\$126,016.00
July 1, 2018 – June 30, 2019	\$10,816.37	\$129,796.48
July 1, 2019 – June 30, 2020	\$11,140.86	\$133,690.37
July 1, 2020 – June 30, 2021	\$11,475.09	\$137,701.08
July 1, 2021 – June 30, 2022	\$11,819.34	\$141,832.11

4. **Premises Condition.** The County shall accept the Premises in its "as is" condition for the duration of the Extension Term.

5. **Brokers.** Section 12.13 of the Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

The Landlord and the County each represent and warrant to the other that it has not dealt with any broker, agent or finder entitled to any commission, fee or other compensation by reason of the execution of this Renewal, except that the County has retained Chartwell Enterprises, LLC as the County's broker ("County's Broker"). Landlord shall pay County's Broker in accordance with the terms of separate commission agreements entered into between Landlord and County's Broker. The

Landlord shall indemnify, defend and hold the County harmless from any charge, liability or expense (including reasonable attorneys' fees) that the County may suffer, sustain or incur in respect of any claim for a commission, finder's fee or other compensation by a broker, agent or finder claiming by, through or under the Landlord.

6. **Right of First Offer.**

6.1. The Landlord hereby grants the County the right during the Term to expand into any vacant or otherwise available space contiguous to the Premises in the Building ("Vacant Space") under the terms and conditions set forth below:

a. The Landlord shall provide the County with written notice of the availability of the Vacant Space (the "Landlord Notice") and shall offer to lease the Vacant Space to the County on the terms and conditions of the Lease and at the Rent rate per square foot applicable to the Premises at the time of availability of the Vacant Space.

b. The Landlord's notice to the County shall provide the County with ninety (90) days ("Notice Period") to accept Landlord's offer in writing.

c. If the County wishes to lease any Vacant Space, the County must advise Landlord in writing (the "County Notice") within thirty (30) days of the County's receipt of Landlord's written notice (i) of the amount of Vacant Space that the County desires to lease ("Expansion Space") and (ii) of the County's plan to seek Council approval, if applicable.

d. During the Notice Period, the County will use reasonable efforts to obtain Council approval, if applicable, for the lease of the Expansion Space.

e. Within the Notice Period and within a reasonable time of (i) the approval of the Council, or (ii) the County Notice, if Council approval is not required, the parties shall execute an amendment to the Lease setting forth the Effective Date, the exact square footage of and location of the Accepted Space, and such other modifications to the Lease as are reasonably required to document the lease of the Expansion Space.

f. Unless otherwise agreed by the Landlord and the County, the Expansion Space shall be delivered to the County in an "as is" condition.

g. Except as otherwise agreed by the Landlord and the County, Tenant's occupancy of the Expansion Space shall expire at the same time as provided with respect to the Premises.

6.2. Landlord shall not lease the Vacant Space to any third party without first offering the Vacant Space to the County pursuant to this Section 6. If the County declines expansion into the Vacant Space identified in Landlord Notice, or does not provide a written response as required in Section 6.1.c., the Landlord may proceed to lease the Vacant Space to a third party without the requirement of notifying the County

beforehand, provided, however, that the rights of the County under this Section 6 shall be deemed to be continuing rights during the Term and, as such, if the County declines to expand into any given Vacant Space at any given time, or does not provide a written response as required in Section 6.1.c., the Landlord shall be required to offer Vacant Space to the County the next time such becomes available.

7. **Miscellaneous.**

a. Except as modified by this Renewal, the terms and provisions of the Lease shall remain in full force and effect.

b. In the event of any inconsistency or ambiguity between the provisions of this Renewal and the provisions of the Lease, the provisions of this Renewal shall control.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Landlord and the County have caused this Renewal to be executed and delivered by its duly authorized officer, under seal, on the date first above written.

LANDLORD:

WITNESS/ATTEST:

EXECUTIVE CENTER, LLC
a Maryland limited liability company

BY: _____ (SEAL)

Louis Mangione
Member and Authorized Signatory

[Signatures continue on the following page.]

ATTEST:

**COUNTY:
HOWARD COUNTY, MARYLAND**

Lonnie R. Robbins
Chief Administrative Officer

BY: _____ (SEAL)
Allan H. Kittleman
County Executive
Date: _____

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this _____ day of _____, 20__

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi,
Sr. Assistant County Solicitor