
PURCHASE AND SALE AGREEMENT

for
8775 CLOUDLEAP COURT, COLUMBIA, MARYLAND

by and between

LONG REACH VILLAGE ASSOCIATES, LLC

a Delaware limited liability company

("Seller")

and

HOWARD COUNTY, MARYLAND

a body corporate and politic

("Purchaser")

Dated: September 23, 2014

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 23rd day of September, 2014 (the "Effective Date"), by and between **LONG REACH VILLAGE ASSOCIATES, LLC**, a Delaware limited liability company (the "Seller") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "Purchaser").

RECITALS

A. Seller is the owner of (i) that certain fee simple real property (the "Land") located in Howard County, Maryland (the "County"), which by Deed dated October 29, 2010 and recorded among the Land Records of the County in Liber 12828 at Folio 123 was granted and conveyed by Cedar-Long Reach, LLC, a Delaware limited liability company, to Long Reach Village Associates, the Seller herein, consisting of (a) 7.578 acres, more or less, known as 8775 Cloudleap Court, Columbia, being shown and designated as "Parcel B-1" on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels B-1, D-1 & E-1, A Resubdivision of Parcel B as shown on Plat Book 21, folio 82, Parcel D as shown on Plat Book 22, Folio 84 and Parcel E as shown on Plat No 9737", said plat recorded among the Land Records of the County as Plat MDR No. 12409; currently referred to as of the date hereof as Tax Account No. 16-101028, Tax Map 36, Grid 12, Parcel 6, PAR B-1; and of (b) 0.133 acres, more or less, being shown and designated as "Parcel G-1" on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels E, F-1, and G-1 a Resubdivision of Parcels F and G", said plat recorded among the Land Records of the County as Plat MDR No. 9737; currently referred to as of the date hereof as Tax Account No. 16-200255, Tax Map 36, Grid 12, Parcel 6, PAR G-1, (ii) all improvements located on the Land, including a retail shopping center (the "Improvements") (iii) all rights, benefits, easements and other interests of Seller appurtenant to the Land and Improvements (collectively the "Appurtenances") and (iv) all of Seller's right, title and interest in and to all of the Leases (collectively the "Leases"), licenses and occupancy agreements relating to the Land or Improvements, and all agreements, amendments and guaranties relating thereto which would be binding upon Purchaser or be effective to create any right of occupancy of any portion of the Land or Improvements following the Closing (defined below) (all such documents, sometimes collectively referenced in this Agreement as the "Related Agreements", are listed in Exhibit F, attached hereto and made a part hereof). The Land, Improvements, Appurtenances, Leases and Personal Property are sometimes collectively referred to in this Agreement as the "Seller's Property". The Seller's Property is being sold in "As-Is" condition.

B. Subject to the terms and conditions of this Agreement, Purchaser desires to purchase a portion of the Seller's Property more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property") from Seller, and Seller desires to sell the Property to Purchaser.

NOW, THEREFORE, in consideration of the recitals, which are deemed to be a substantive part of this Agreement, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Exhibits to Agreement. The following exhibits (the "Exhibits") are attached to and made a part of this Agreement.

- Exhibit A: Legal Description of the Property
- Exhibit B: Tenant List
- Exhibit C: Form of Bill of Sale
- Exhibit D: Form of Assignment of Leases and Assumption Agreement
- Exhibit E: Form of Deed
- Exhibit F: Related Agreements to be Assumed
- Exhibit G: **(Intentionally Deleted)**
- Exhibit H: Permitted Exceptions
- Exhibit I: Conflict of Interest Provisions
- Exhibit J: Form of Environmental Escrow Agreement
- Exhibit K: Certification of Representations and Warranties
- Exhibit L: Consent of Member

2. Sale of Property. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell and assign to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

3. Purchase Price.

3.1 Price. Subject to the adjustments set forth in this Agreement, the purchase price to be paid to Seller for the Property is **Five Million Dollars (\$5,000,000.00)** (the "Purchase Price").

3.2 Deposit & Payment of Purchase Price.

3.2.1 Within five (5) days of the Effective Date, Purchaser shall deliver to Colony Title Group, Ltd. as escrow agent (the "Escrow Agent"), with offices at 5950 Symphony Woods Road, Suite 418, Columbia, Maryland 21044, an earnest money deposit in the amount of **Five Hundred Thousand Dollars (\$500,000.00)** (the "Deposit"). The Deposit shall be delivered to the Escrow Agent by certified check or wire transfer of immediately available funds and deposited into an interest bearing account of a federally insured bank. At Closing, the balance of the Deposit shall be delivered by the Escrow Agent to Seller and shall be credited against the Purchase Price. In the event Closing does not occur on or prior to the Closing Date, the Deposit shall be disbursed in accordance with the terms of this Agreement.

3.2.2 The Deposit shall be held in trust for the Purchaser by the Escrow Agent and shall be applied either towards the Purchase Price at Closing or disbursed as provided for in this Agreement. The Purchase Price, as adjusted herein for costs and expenses and by the application of the Deposit, shall be payable by Purchaser to Seller at Closing (defined below).

3.2.3 Intentionally Deleted.

3.2.4 Balance of Purchase Price. The balance of the Purchase Price shall be paid in full by Purchaser at the Closing by wire transfer of immediately available federal funds, subject to the adjustments provided for herein.

4. Closing. All documents necessary to close this transaction and convey the Property as contemplated by this Agreement shall be executed and delivered (the "Closing") no later than October 3, 2014 (the "Closing Date"). Time is of the essence with respect to closing no later than the Closing Date. Closing shall occur at the Purchaser's Office. In the event that Closing has not occurred by October 3, 2014 due to reasons not caused by Seller's or Purchaser's breach hereof, then either party may, upon written notice to the other, terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and this Agreement shall be null, void and of no effect.

5. Representations and Warranties.

5.1 Representations and Warranties of Seller. In addition to all other covenants, indemnities, warranties and representations made by Seller in this Agreement, Seller makes the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the Effective Date, and all of which shall be true and correct on the Closing Date. The truthfulness and correctness of all such representations and warranties shall be a condition of Closing:

5.1.1 Legal Capacity. Seller is a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to do business in Maryland. Seller has the legal capacity, and all requisite actions have been taken and approvals obtained by Seller to fully authorize and empower Seller, to execute this Agreement and consummate the transaction contemplated hereby. Seller shall furnish to Purchaser and title company all documents reasonably requested by Purchaser and the title company to evidence the capacity and authority of Seller (and the signatories acting on behalf of Seller) to consummate said transaction.

5.1.2 Title, Taxes and Zoning. Seller is the sole owner and has good and marketable fee simple title to the Property subject to all matters of record. Except for the Permitted Exceptions, to Seller's Actual Knowledge (defined in 5.4), Seller has not made any other assignment, pledge or mortgage of, or granted any security interest in, any portion of the Property (other than those to be satisfied in full at Closing) and there are no unrecorded easements, rights of way, agreements of sale, leases, or other encumbrances or property interests affecting the Property, except for the Leases as disclosed and provided to Purchaser by Seller. The Seller has paid in full all personal property and real property taxes or payments in lieu of taxes, due and owing to Howard County, Maryland through the date of Closing. The current use of the Property as a shopping center is permitted under the current zoning without the grant of special exceptions, variances or permits for non-conforming use.

5.1.3 No Conflict. To Seller's Actual Knowledge, execution and delivery of this Agreement, and the consummation of Closing, with or without the giving of notice or passage of time or both, will not (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under (i) Operative Documents (defined below), if any, any statutes, laws, rules or regulations, of any governmental body, applicable to Seller, the Property, or the Seller's other properties or assets, (ii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Seller, the Property, or any of Seller's other properties or assets, and (iii)

any instrument or agreement to which Seller, the Property, or Seller's other properties or assets may be bound relating to or affecting all or any portion of the Property, or (b) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the Property or on any of the respective properties or assets of Seller, except that any existing loan secured by the Property will become due and payable upon transfer of the Property and will be paid in full with the proceeds of the sale of the Property.

5.1.4 No Property Interests. No person, firm or entity has any rights to acquire or to lease all or any portion of the Property except as may be set forth in the Leases or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to all or any portion of the Property or any interest therein.

5.1.5 No Encumbrances. Seller represents and warrants to Purchaser that Seller, to Seller's knowledge, is the lawful owner of the Property, with the full power and authority to transfer title thereto, and that, to Seller's knowledge, all of the Property is free and clear of any and all liens, encumbrances, security interests and charges of every nature whatsoever except those set forth on Exhibit H, attached hereto and incorporated herein by reference; and Seller shall warrant and forever defend the right and title to the Property unto Purchaser, and the successors, legal representatives and assigns of Purchaser, against the claims of all persons whomsoever claiming by, through or under Seller, but not otherwise, excepting only claims arising under those matters set forth in Exhibit H hereto. Seller covenants and agrees to execute and deliver to Purchaser such further instruments and documents as Purchaser may deem reasonably necessary or desirable to fully assign, transfer, convey or assure title to all of the Property unto Purchaser.

5.1.6 No Violations. Seller has received no notice, nor does Seller have any Actual Knowledge, of any violations (collectively "Violations") of any applicable local, state or federal laws, municipal ordinances or regulations, orders, rules or requirements of any federal, state or municipal department or agency having jurisdiction over or affecting the Property or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, building, health and environmental laws, regulations and ordinances, zoning laws, and equal access opportunity laws, regulations and ordinances (collectively the "Legal Requirements"). Seller shall provide Purchaser with notice of any Violations Seller obtains notice or Actual Knowledge of between the Effective Date and the Closing Date. Seller shall have no obligation to cure any Violation first arising after the Effective Date and beyond.

5.1.7 Environmental Matters. Seller has no Actual Knowledge of any Hazardous Material in excess of regulatory limits at, upon, under, or within the Property or, to the best of its knowledge, within any contiguous real estate. The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments or replacements thereof, or (ii) such substances, materials or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and amendments or replacements thereof, or (iii) such hazardous or toxic substances,

materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation, including without limitation asbestos, polychlorinated biphenyls, lead paint, oil, vehicle fuel, petroleum and petroleum products and derivatives and contaminated soils.

5.1.8 Condition of Property. Purchaser acknowledges and agrees that Purchaser shall accept the Property in its “**AS IS, WHERE IS CONDITION**”; notwithstanding, any potential environmental hazards that has been identified on the Property.

5.1.9 Rent Roll, Tenant List, Contents of Leases, Amendments. The Rent Roll for the Property, dated as of September 19, 2014, has been delivered to Purchaser (the “Rent Roll”), and the Tenant List which is attached as Exhibit B, are true and correct in all material respects as of the date thereof. The Rent Roll shall contain the annual rent, monthly rent, status of payment of rent (including arrearages), security deposit, CAM charges and termination date. There are no Leases, license agreements or other occupancy agreements (or any amendments or supplements thereto) now in effect with respect to the Property other than as reflected on the Rent Roll, Seller shall provide Purchaser with an updated Rent Roll for the Property at Closing, which shall be certified as true and complete and dated as of the last day of the month immediately preceding Closing. Except as set forth in the Rent Roll (a) Seller has not sent any notice to any tenant terminating its Lease or claiming that such tenant is in default, (b) Seller has not received notice that any tenant disputes the computation of any rent or other amounts payable pursuant to its Lease or claiming any breach by the Seller, and (c) no rent under any Lease has been paid more than thirty (30) days in advance of its due date.

As of the Effective Date, Seller shall not amend, extend, modify, rescind or terminate any Lease, or grant to any tenant any concessions, abatements, waivers or indulgences without Purchaser’s consent. There are and shall be no oral agreements or understandings between Seller and any tenant under any of the Leases with respect to such possessory rights or with respect to any other rights or obligations between Seller and its agents and such tenant.

5.1.10 Tenant Estoppels. Intentionally Deleted.

5.1.11 Notices of Default. Except as set forth on Exhibit B, (a) Seller has not sent any notice to any tenant under a Lease terminating its Lease or claiming that such tenant is in default that has not been cured, (b) Seller has not received notice that any tenant disputes the computation of any rent or other amounts payable pursuant to its Lease or claiming any breach by the landlord (Seller) thereunder that has not been settled, and (c) no rent under any Lease has been paid more than thirty (30) days in advance of its due date.

5.1.12 Additional Leases. From and after the Effective Date and up to the Closing date, and except as set forth herein, Seller shall not lease any additional space in the Improvements or any portion of the Property or enter into any new Leases or extend the term of any current lease without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

5.1.13 Termination of Certain Contracts. The list of Related Agreements attached as Exhibit F, is true and correct in all respects as of the date hereof. On the Closing Date, except for Identified Related Agreements listed on Exhibit F, there will be no Related Agreements

that cannot be canceled at Purchaser's option upon no more than thirty (30) days prior notice, or that, upon such cancellation, would create, give rise to, or be the basis of a lien or other encumbrance on the Property, or any portion thereof. On the Closing Date, there will be no unpaid bills for services rendered or labor performed pursuant to any such Related Agreements, or, at the option of Seller, sufficient funds will be delivered to Purchaser at Closing to pay said amounts. Prior to Closing, Seller shall continue to operate the Property in the usual and customary manner and shall not commit any material waste on the Property.

From the Effective Date and prior to Closing, Seller shall diligently continue to perform all obligations under the Related Agreements, Leases, and all other third party agreements relating to the Property.

5.1.14 No Liability for Tenant Concessions. On the Closing Date, there shall be no liability of Seller, and consequently no liability to Purchaser thereafter, to any tenant or related party under any of the Leases or to any real estate broker or salesperson for tenant concessions or brokerage commissions agreed to be made or paid by Seller, such as, without limitation, (a) amounts payable after the Effective Date which the Seller under the Leases would have received from the tenants if the obligation to pay such amounts had not been abated or otherwise made not payable by reason of any rental abatements, rental credits, construction credits or any other economic concessions or incentives granted to a tenant by Seller, (b) any work required to be completed or paid for by the Seller under a Lease in connection with the occupancy by a tenant of the space demised thereby, or (c) except as disclosed by Seller in Exhibit F, any real estate commission or brokerage fee or agreements applicable to any Leases or the Property.

5.1.15 No Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Internal Revenue Code, as amended.

5.1.16 Compliance with Zoning Ordinances and Restrictive Covenants.
Intentionally Deleted.

5.1.17 No Special Proceedings. Intentionally deleted.

5.1.18 Pending Actions or Investigations. There are no pending actions, suits, proceedings, claims, orders, decrees or judgments affecting Seller or the Property, or any portion thereof, or relating to or arising out of the ownership, management, operation, use or occupancy of the Property or any portion thereof, and, to the Actual Knowledge of Seller, no such actions, suits, proceedings, claims, orders, decrees or judgments have been threatened or asserted. In the event a judgment is entered against Purchaser or the Property after Closing in a proceeding of which Purchaser had no notice and which judgment is a direct result of the action of Seller at the Property occurring prior to Closing, then, to the extent Seller is liable for same, Seller shall indemnify Purchaser for all losses, damages, expenses and liabilities, including, without limitation, reasonable attorney's fees arising out of any such judgment. The obligation of Seller set forth in this Section shall survive Closing.

5.1.19 Alterations. Seller covenants and agrees that as of the Effective Date it shall not (a) make any material alterations to the Property, other than leasehold improvements required under the Leases, (b) remove any fixtures, equipment, or other materials unless replaced with like or better quality, or (c) reduce the quality of building services or maintenance, and (d)

in no event, shall Purchaser become liable for any outstanding improvements. From the Effective Date and Prior to Closing, Seller shall continue to perform all obligations under the Related Agreements or other third party agreements relating to the Property.

5.1.20 No Conflict of Interest. Seller certifies that this Agreement does not constitute a conflict of interest in accordance with the provisions of Section 901 of the Howard County Charter and Section 22.204 of the Howard County Code regarding conflicts of interest, attached hereto as Exhibit I and made a part of this Agreement.

5.1.21 Cooperation with Purchaser Post-Closing. Seller covenants and agrees that it will cooperate with Purchaser and its agents in transitioning all leasing and operations related to property management to Purchaser from and after the Closing Date. This covenant and agreement shall survive the Closing and the termination of this Agreement.

5.2 Representations and Warranties of Purchaser. In addition to all other covenants, indemnities, warranties and representations made by Purchaser herein, Purchaser makes the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the Effective Date:

5.2.1 Authority. Subject to Council Resolution No. 22-2014, Purchaser has the capacity and is competent, and all requisite actions have been taken and approvals obtained by Purchaser, to fully authorize and empower Purchaser to execute this Agreement and consummate the transactions contemplated hereby. Purchaser shall furnish to Seller all documents reasonably requested by Seller which evidences the capacity and authority of Purchaser (and the signatories acting on behalf of Purchaser) to consummate the transactions contemplated hereby.

5.2.2 No Conflict. To Purchaser's Actual Knowledge, the authorization, execution and delivery of this Agreement and the consummation of Closing, with or without the giving of notice or passage of time or both, will not (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under (i) Operative Documents, if any and any statutes, laws, rules or regulations applicable to Purchaser, or its properties or assets, (ii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Purchaser or any of its respective properties or assets, and (iii) any instrument or agreement to which Purchaser or its properties may be bound, or (b) result in any lien, claim, encumbrance or restriction on the Property or on any of the respective properties or assets of Purchaser.

5.2.3 Purchaser Representation. The entire agreement between the Seller and Purchaser with respect to the Property and the sale thereof is expressly set forth in this Agreement. The parties are not bound by any agreements, understandings, provisions, conditions, representations or warranties (whether written or oral and whether made by Seller or any agent, employee, member, officer or principal of Seller or any other party) other than as are expressly set forth and stipulated in this Agreement. Without in any manner limiting the generality of the foregoing, Purchaser acknowledges that it and its representatives have fully inspected the Property or will be provided with an adequate opportunity to do so, are or will be fully familiar with the physical (including, without limitation, environmental) condition thereof,

and that the Property is being purchased in "AS-IS" and "WHERE-IS" condition and with all existing defects (patent and latent) as a result of such inspections and investigations and not in reliance on any agreement, understanding, condition, warranty (including, without limitation, warranties of habitability, merchantability or fitness for a particular purpose) or representation made by Seller or any agent, employee, partner, officer or principal of Seller or any other party (except as otherwise expressly elsewhere provided in this Agreement) as to the financial or physical condition of the Property or the areas surrounding the Property, or as to any other matter whatsoever, including, without limitation, as to any permitted use thereof, the zoning classification thereof or compliance thereof with federal, state or local laws, as to the income or expense in connection therewith, or as to any other matter in connection therewith. Purchaser acknowledges that, except as otherwise expressly elsewhere provided in this Agreement, neither Seller, nor any agent, member, officer, employee or principal of Seller nor any other party acting on behalf of Seller has made or shall be deemed to have made any representation or warranty either expressed or implied. This paragraph shall survive Closing and delivery of the deed, and shall be deemed incorporated by reference and made a part of all documents delivered by Seller to Purchaser in connection with the sale of the Property.

5.3 Effect of Change in Representations. For the period from and including the Effective Date and through the Closing Date, Seller and Purchaser shall be obligated to advise the other party, as applicable, of any change that renders any representation or warranty made by such party in this Agreement untrue or materially misleading. In the event that such notice is delivered from one party to the other, and if such circumstances materially affect the rights and obligations of the parties under this Agreement and was due to the intentional act or omission of Seller or Purchaser as applicable, the other party shall have the option, at its election, to terminate this Agreement and to have the Deposit released to the terminating party. If the circumstances that render a representation or warranty untrue or materially misleading have resulted from the intentional acts or omissions of the party which gave the representation or warranty, then in addition to the termination rights set forth in the previous sentence, the party that receives notice of such change of circumstances shall have all rights available to it for a breach of this Agreement as provided in Section 11 of this Agreement.

5.4 Actual Knowledge & Operative Documents. As used in this Section 5.4, (a) the term "Actual Knowledge" shall mean the current actual knowledge, without independent investigation, of Kevin Stander on behalf of the Seller, and (b) the term "Operative Documents" shall mean such documents as have been created and used in the governance of the party to whom the term refers, and such documents shall include, as applicable, articles or certificate of incorporation or organization, by-laws, resolutions, partnership agreements, operating agreements, and such other documents as may have been or are utilized to form and govern such party, including wills or trust documents.

6. Intentionally Deleted.

6.1 Intentionally Deleted.

6.2 Estoppel Certificates. Seller shall prepare and deliver to tenants Estoppel Certificates in the form attached to any Lease or in such other form as determined by Seller (the "Tenant Estoppel Certificates"). The failure of any tenant to return a Tenant Estoppel Certificate,

or the submission by a tenant of a modified Tenant Estoppel Certificate, shall not be deemed a default by Seller hereunder. The obligations of Purchaser hereunder, however, shall be conditioned upon the receipt by Purchaser of Tenant Estoppel Certificates or Seller Estoppel Certificates. In the event the required number of Tenant Estoppel Certificates are not received, Seller shall have the right, but not the obligation, to substitute a Seller Estoppel Certificate for any of the tenants who do not submit a Tenant Estoppel Certificate. Such Seller Estoppel Certificate shall be of no further force or effect as of the date upon which there is delivered to Purchaser, a Tenant Estoppel Certificate substantially in the form submitted from the tenant in respect of which such Seller Estoppel Certificate was given.

7. Closing. If all conditions set forth in Section 6, and in the Agreement, are deemed to be either satisfied or to be waived by Purchaser, the following provisions shall govern the Closing:

7.1 Seller's Obligations at Closing. At or prior to Closing and as a condition of Closing, Seller shall comply with the following obligations:

7.1.1 Deed. Seller shall deliver to Purchaser or its assignee a special warranty deed in the form attached hereto as Exhibit E, containing a covenant of further assurances and against encumbrances (the "Deed") for the Property, in proper form for recording, duly executed and acknowledged by Seller.

7.1.2 Cancellation of Existing Indebtedness/Releases. Seller shall cause all open mortgages and liens affecting the Property to be paid in full from the sales proceeds.

7.1.3 Bill of Sale. Seller shall deliver to Purchaser a Bill of Sale in the form attached hereto as Exhibit C and an Assignment for Personal Property that is not conveyed by the Deed, all of which shall be free and clear of all liens and encumbrances, duly executed and acknowledged by Seller. Seller and Purchaser agree that no such Personal Property is being assigned.

7.1.4 Assignment and Assumption of Leases and Related Agreements. Seller shall deliver to Purchaser Assignments for the Leases and Related Agreements in the form attached hereto as Exhibit D, which Purchaser shall assume. All assignments shall be duly executed and acknowledged by Seller and Purchaser. In addition, Seller shall deliver to Purchaser, Seller's counterpart originals of each of the Leases and Related Agreements, together with originals of all amendments, modifications, renewals or guaranties thereof. If originals of any such documents are unavailable, Seller shall deliver certified copies thereof to Purchaser.

7.1.5 Warranties. Seller shall deliver to Purchaser an assignment of all guaranties and warranties, if any, issued in connection with either the construction, improvement, alteration and repair of the Improvements (including without limitation all fixtures) all to be duly executed by Seller, together with the original of each such guaranty and warranty, if available.

7.1.6 Reaffirmation of Warranties. Seller shall deliver to Purchaser a certificate of Seller certifying that on the Date of Closing the representations and warranties of

Seller set forth in this Agreement are true, correct and complete in all material respects except for any changes of which Purchaser has been notified.

7.1.7 Affidavit of Nonforeign Seller Status. Seller shall deliver to Purchaser a certificate or affidavit duly completed and executed by Seller as required under Treasury Regulation 1.1445-2(b)(2)(iii) (or Section 1445 of the Internal Revenue Code, as amended).

7.1.8 Authority of Seller to Sell. Copy of the Resolution authorizing the sale of the Property.

7.1.9 Environmental Escrow Agreement. Seller shall deliver to Purchaser an escrow agreement in the form attached hereto as Exhibit J, which escrow agreement shall be governed by the following terms and conditions:

a) At Closing Seller shall deposit with Escrow Agent, escrow funds in the amount of Four Hundred Thousand Dollars (\$400,000) (the "Escrow Funds") in accordance with this Section and the escrow agreement attached hereto as Exhibit J, to be executed at closing (the "Escrow Agreement").

b) The Escrow Funds shall be disbursed and paid to the Purchaser for third party costs and expenses the Purchaser incurs to address environmental contamination of soil and related vapor intrusion at the Property through the Maryland Department of the Environment ("MDE") Voluntary Clean-up Program ("VCP"), arising out of historical dry cleaning operations at the Property. These costs include, without limitation, (i) costs associated with site characterization such as testing, laboratory analysis, planning documentation, and reporting (the "Testing Costs"), and (ii) any resultant remediation costs, including planning, worker safety, engineering, excavation, transportation, and disposal costs along with other environmental controls necessary to remediate soil and vapor intrusion issues (the "Remediation Costs"). Alternatively, in lieu of a VCP application, the Purchaser may after consultation with the Seller pursue alternative remediation efforts ("Alternative Remediation Efforts") to address soil and related vapor intrusion issues related to historical dry cleaning operations at the Property if the Purchaser in good faith determines that the Alternative Remediation Efforts will be more expedient and less expensive than pursuing the VCP process. In no event may Escrow Funds be used for any direct remediation of groundwater contamination, except for vapor intrusion remediation that may be related to groundwater contamination. Purchaser is solely responsible for the MDE VCP initial application fee and any related costs of preparing the initial VCP application. Upon written request, Seller shall receive copies of all correspondence between Purchaser and MDE, and shall be permitted to attend any meetings between Purchaser and MDE in connection with the VCP.

c) Following Closing, Purchaser shall pursue with all diligence the development of a conceptual site plan and the VCP application. The Purchaser shall make application to the VCP no later than 24 months following the date of Closing (the "Preliminary Period"). If application has not been made by Purchaser within the Preliminary Period and Purchaser has not otherwise begun Alternative Remediation Efforts, the Escrow Agent shall promptly return all Escrow Funds with interest to Seller. If a VCP application is

filed or Alternative Remediation Efforts are taken, and, upon consideration, MDE determines that no further action is required to implement the development proposed for the Property, any remaining Escrow Funds shall be disbursed to the Seller within 30 days of written notice of the MDE determination. The Escrow Funds, or any balance thereof that has not been disbursed to Purchaser within 48 months from the Closing Date (the "Escrow Period"), shall be disbursed to Seller, unless the disbursement is subject to dispute, in which case the portion of the funds not in dispute shall be disbursed to the Seller and the portion of the funds in dispute will be retained and disbursed upon resolution of the dispute. The Escrow Period may be extended based on contracting factors addressed by Paragraphs 5 and 6 of this Section. In the event that Purchaser determines that it will not proceed with an application to the VCP, or if Purchaser elects to terminate its application process, and if Purchaser elects not to pursue or abandons the Alternative Remediation Efforts, Purchaser shall so advise the Escrow Agent, in which event all remaining proceeds in the Escrow Fund shall be returned to Seller.

d) Purchaser will determine the scope of the VCP application after providing the Seller an opportunity to comment on the application. The Seller shall have ten business days from receipt of the application to provide written comments to the Purchaser. In the event that Purchaser determines that no remediation is needed or if there remains a balance of Escrow Funds after Purchaser is fully reimbursed for the costs and expenses addressed herein, the balance of Escrow Funds shall be disbursed to Seller.

e) The contracts resulting in Testing Costs subject to this Section will be granted and managed at the County's sole discretion and competitively bid through existing contracted vendors for any proposed work under Twenty-Five Thousand Dollars (\$25,000). At Seller's election, in the event that the contracts resulting in Testing Costs exceed Twenty-Five Thousand Dollars (\$25,000) and, as permitted under Howard County procurement laws, Seller may require the Purchaser to utilize a competitive bid process for the proposed work. Subject to applicable law, Purchaser shall provide Seller with descriptions of all proposed work in excess of \$25,000 and Seller shall have five business days from receipt of the proposed work description to notify the Purchaser in writing of its election to require Purchaser to competitively bid the work. In the event that the Seller elects a competitive bid process, then the forty-eight (48) month Escrow Period and the 24 month Preliminary Period shall be extended by a term of six (6) months. A six month extension will be added each time a competitive bid process is utilized. However, for purposes of this section, the Seller may not redisclose the information to any other person or entity, except for consultants retained by Seller for the sole purpose of advising Seller in connection with environmental matters. Said consultants must sign non-disclosure agreements, in a form acceptable to, and copies of which must be delivered to, Purchaser. Pursuant to County Ethics law, such consultants are prohibited from bidding on any resulting subsequent solicitation.

f) Unless otherwise agreed upon in writing by Purchaser and Seller, the contracts resulting in Remediation Costs subject to this Section will be granted and managed by the County as appropriate under Howard County procurement laws, utilizing a standard competitive bid process for the proposed work. Purchaser shall provide Seller with descriptions of all proposed work. In the event that the Purchaser utilizes a competitive bid process, then the forty-eight (48) month Escrow Period and the 24 month Preliminary Period

shall be extended by a term of six (6) months. A six month extension will be added each time a competitive bid process is utilized.

g) Within five business days from the date of Purchaser's written demand for reimbursement from the Escrow Funds, Escrow Agent shall disburse to Purchaser the amount of the demand. Demands for disbursement may be made from time to time throughout the Escrow Period. A copy of each demand for reimbursement shall be forwarded to Seller in accordance with paragraph 14.4 herein.

h) All terms and provisions of this Section shall survive Closing and the final disbursement of Escrow Funds as provided herein. In the event of any inconsistency or ambiguity between the terms and provisions of this Section, and the terms and provisions of the Agreement, the terms and provisions of this Section shall control.

7.1.10 Other Documents. Seller shall deliver to settlement agent such other documents as may reasonably be required by the settlement agent or title company and Purchaser, including, without limitation, organizational documents, good standing certificates and consents, court orders approving the sale, if applicable, and tax certificates. Among other documents, Seller shall deliver to Purchaser a Certification of Representations and Warranties and Consent of Member in the forms attached hereto as Exhibit K and L, respectively.

7.2 Purchaser's Obligations at Closing. At Closing, and as a condition of Closing, Purchaser shall comply with the following obligations:

7.2.1 Payment of Purchase Price. Purchaser shall pay to Seller, upon delivery of the documents required under this Agreement, the Purchase Price, subject to adjustments and credits provided for in this Agreement.

7.2.2 Other Documents. Such other documents as are reasonably required to complete the transaction contemplated herein.

7.3 Prorations and Adjustments. The following items shall be adjusted between Seller and Purchaser as follows:

7.3.1 Rents. Amounts related to rents and other charges for leased space received by Seller prior to Closing shall be prorated as of the Closing Date and credited to Purchaser at Closing, if applicable. If security deposits paid under the Leases are being retained by Seller on the Closing Date, all such security deposits shall be transferred to Purchaser at Closing by separate check. In the event there remains any unpaid rent, common area maintenance charges, or utility charges for a period prior to the month of Closing, all payments received from such tenant after Closing shall be applied to sums owed to Purchaser except as provided below. On the Closing Date, Seller shall deliver to Purchaser a schedule of all such Delinquent Amounts. Purchaser shall include any Delinquent Amounts on the first bills sent to tenants and will continue to do so for the earlier of the repayment of the Delinquent Amount or six (6) months. Purchaser will remit to Seller any payments of Delinquent Amounts less a twenty (20) percent collection fee. Purchaser will not be obligated to commence any legal proceedings or take any

other action other than to submit invoices for the Delinquent Amounts. Seller reserves unto itself a right to pursue collection of any Delinquent Amounts solely in the event that at any time within three years following the Closing Date any tenant included within the list of Delinquent Accounts terminates its lease and abandons its leased premises.

7.3.2 Taxes. All real estate taxes, payments in lieu of real estate taxes, ad valorem and personal property taxes, and all other state, county and municipal taxes, charges and assessments (including Metropolitan District, Sanitary Commission or other such benefit charges, special or otherwise), assessed on the basis of the calendar or tax year for which the same are levied, imposed or assessed, and regardless of when the same become a lien or are payable and due, shall be prorated and adjusted as of the Closing Date. Thereafter, Purchaser shall pay such taxes. If the rate of any such taxes, charges or assessments shall not be fixed prior to the Closing Date, the adjustment thereof at Closing shall be upon the basis of the rate for the preceding calendar year applied to the latest assessed valuation (or other basis of valuation) and the same shall be appropriately adjusted, if necessary, when the rate for the current tax period is fixed.

7.3.3 Charges for Utilities. Charges for water, electricity, gas and other utilities shall be prorated and adjusted as of the Closing Date. As of Closing, Purchaser shall take all actions necessary to establish new utility account services in its name.

7.3.4 Operating Expenses. Any amounts collected by Seller from any tenant of space within the Property for any operating expenses of the Improvements, for common area charges or maintenance, or for deferred maintenance for, or capital improvements to, the Improvements, or for any other expenses of Seller with respect to the Property shall be pro rated as of the date of Closing. Similarly, the parties shall cooperate in computing any end of year adjustments owed by tenants, and shall be appropriately adjusted.

7.3.5 Errors in Computations. Any errors or omissions in computing adjustments at Closing shall be corrected promptly thereafter.

7.4 Seller's Costs and Expenses. At Closing, by way of a credit against the Purchase Price in favor of Purchaser, Seller shall pay the following costs and expenses (i) all brokers' commission payable to Seller's broker and any broker having a claim to a commission for the sale of the Property, (ii) fees of Seller's counsel, (iii) the fees for recording the Deed, and (iv) to the extent not previously paid, engineering fees for the preparation of the condominium plat, and (v) any release fees for existing liens on the Property caused by Seller. The parties acknowledge that, as of the Effective Date under Maryland's laws, Seller would not have to pay transfer or recordation taxes on the conveyance of the deed to Purchaser.

7.5 Brokers. Seller and Purchaser represent to each other that neither party has engaged the services of a real estate broker or agent in negotiating or consummating the Closing. To the extent permitted by law, each party hereby indemnifies and holds the other harmless from and against all damages, claims, liabilities, costs and expenses, incurred by such party in disputing and/or defending against such claims relating to or arising from any inaccuracy in such party's representation.

7.6 Purchaser's Costs and Expenses. Purchaser shall pay the following costs and expenses (i) the fee for the title commitment and the premium for the owner's title policy, as well as any endorsements to such policy, (ii) survey costs, and (iii) all other due diligence costs of Purchaser.

7.7 Other Costs and Expenses. All other costs and expenses incident to this transaction and the closing thereof not specifically described above shall be paid by the party incurring same.

8. Purchase of Safeway Store Condominium. On or about the date of this Agreement, Seller created a condominium regime that established a unit consisting of Safeway Store No. 35-1370, as shown on the condominium plat as "Unit 1", located on the Land, which is intended to be conveyed by Seller to Celebration Church, Inc., (the "Church"). In the event that the Church fails to acquire Unit 1 within one hundred twenty (120) days from and after the Effective Date, then, on or before the expiration of one hundred fifty (150) days from and after the Effective Date, Purchaser shall acquire Unit 1 from the Seller and Seller shall sell Unit 1 to Purchaser at and for a sale and purchase price of Two Million Five Hundred Thousand Dollars (\$2,500,00.00). Seller hereby repeats and reaffirms all representations and warranties set forth in paragraph 5 herein as they relate to Unit 1. All terms and conditions contained within Paragraph 6 herein shall be applicable to the sale of Unit 1 to the Purchaser.

9. Damage or Destruction Prior to Closing. Seller shall bear the risk of all loss or damage to the Property from all causes up to the consummation of Closing. In the event any of the Improvements, the Land or any of the items constituting the Personal Property should be damaged or destroyed as a result of fire or other casualty or any other cause whatsoever which occurs prior to the consummation of Closing, Seller promptly shall give Purchaser written notice of such destruction or damage. The rights and obligations of Seller and Purchaser by reason of such destruction or damage shall be as follows:

If the cost to repair the damage is in excess of \$250,000.00, then Purchaser shall have the option either to (a) proceed to Closing, pay the full Purchase Price and accept title to the Property in its destroyed or damaged condition, or (b) terminate this Agreement by giving notice to Seller not later than ten (10) days after the cost of repair and restoration is determined. If the cost to repair is less than \$250,000.00 or if Purchaser elects to accept title to the Property in its destroyed or damaged condition, then, at Closing, Seller shall deliver to Purchaser the proceeds of insurance received by Seller (less the actual cost of any repairs or restoration performed and paid for by Seller with Purchaser's consent prior to the Closing) and assign to Purchaser all of Seller's right, title and interest in and to all insurance proceeds payable with respect to such damage or destruction. If Purchaser elects, in accordance with clause (b) above, to terminate this Agreement, then Purchaser shall be entitled to the immediate return of the Deposit, and thereafter neither party shall have any further obligations or liabilities hereunder.

10. Default.

10.1 Purchaser's Default. In the event Purchaser breaches or defaults under any of the terms of this Agreement prior to Closing, the sole and exclusive remedy of Seller shall be

to terminate this Agreement and receive from Escrow Agent the full amount of the Deposit paid to date as liquidated damages and Purchaser shall have no rights therein. Purchaser and Seller acknowledge that the damages to Seller resulting from Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' efforts to approximate such potential damages.

11. Seller's Default. In the event Seller fails to close in accordance with the terms of this Agreement prior to Closing, Purchaser as its sole and exclusive remedies, waiving all other remedies at law or in equity, shall be entitled to either (i) terminate this Agreement, upon which termination neither party shall have any further rights or obligations hereunder except that Seller shall reimburse Purchaser for its actual out-of-pocket costs and expenses incurred in connection with the performance of its due diligence review of the Property (including, without limitation, environmental, survey and engineering consultants' fees and expenses and reasonable attorneys' fees) up to a cap of Fifty Thousand Dollars (\$50,000.00) ("Purchaser's Expenses"), or (ii) sue for specific performance and compel Seller to sell the Property pursuant to the terms of this Agreement.

12. Seller's Default Prior to Closing. Notwithstanding anything in this Agreement to the contrary, if (a) any representation or warranty of Seller contained in this Agreement shall not be true and correct in all material respects as of the Closing Date as a result of Seller's intentional acts or omissions, (b) any condition to Purchaser's obligation to close shall fail to be fulfilled on or prior to the Closing Date as a result of any act or omission of Seller, or (c) Seller shall otherwise be in default of any obligation of Seller contained in this Agreement, then Purchaser's remedies are to elect (i) to terminate this Agreement and receive an immediate refund of the Deposit, in whereupon this Agreement shall be null and void and of no further force and effect and neither party shall have any obligation to the other, except for those obligations expressly stated to survive the termination of the Agreement, (ii) to bring an action for specific performance to compel Seller to cure any such default, breach of warranty or misrepresentation or to fulfill any such condition or perform any such covenant or agreement of Seller contained in this Agreement to be performed by Seller on or prior to the Closing Date or (iii) to expressly waive in writing any such default, breach of warranty or misrepresentation or the nonfulfillment of any such condition or failure of Seller and proceed to Closing.

13. Matters Concerning the Deposit.

13.1 Account. The Deposit shall be promptly deposited by Escrow Agent in an interest bearing account at a nationally recognized commercial bank that is federally insured. All interest accruing on the Deposit shall be deemed to be added to the Deposit. Any interest earned on the Deposit shall be paid over to the party entitled to receive the Deposit in accordance with this Section 13.

13.2 Delivery of the Deposit. Escrow Agent shall deliver the Deposit in accordance with the following provisions:

13.2.1 If the Closing shall occur pursuant to this Agreement, the Deposit shall be delivered to Seller on the Closing Date, as a credit reflected on the settlement statement.

13.2.2 To Seller, either (a) upon the consummation of the Closing contemplated herein, with the Deposit being applied to the Purchase Price, or (b) upon receipt of a written notice from Seller stating that Seller is entitled under this Agreement to the Deposit because of Purchaser's default and demanding payment of the same. If Seller makes a demand under Section 10.1, then Escrow Agent will deliver the Deposit to Seller, provided, however, that Escrow Agent will not honor such demand until after the date (i) which Escrow Agent delivers to Purchaser (by registered or certified mail, return receipt requested) a copy of Seller's notice and demand, and (ii) the Escrow Agent receives written confirmation from Purchaser to release the Deposit to Seller.

13.2.3 To Purchaser, either (a) in the event the Agreement is terminated by the Purchaser in accordance with the terms and conditions of the Agreement prior to the Closing, and the Purchaser is entitled to a return of the Deposit under the terms of this Agreement, or (b) upon receipt of a written notice from Purchaser stating that Purchaser is entitled under this Agreement to the Deposit because of Seller's default and demanding payment of the same. If Purchaser makes a demand under Section 11, then Escrow Agent will deliver the Deposit to Purchaser, provided, however, that Escrow Agent will not honor such demand until after the date (i) which Escrow Agent delivers to Seller (by registered or certified mail, return receipt requested) a copy of Purchaser's notice and demand, and (ii) the Escrow Agent receives written confirmation from Seller to release the Deposit to Purchaser.

13.2.4 Notice of Objection. Within two (2) business days of the receipt by Escrow Agent of a Seller's notice and demand for Deposit or a Purchaser's notice and demand for Deposit, Escrow Agent shall send a copy thereof to the other party in accordance with Section 14.4 of this Agreement. The other party shall have the right to object to the delivery of the Deposit by sending written notice (the "Notice of Objection") of such objection to Escrow Agent in accordance with Section 14.4 of this Agreement, which Notice of Objection shall be deemed null and void and ineffective if such Notice of Objection is not received by Escrow Agent within the time periods prescribed in this Agreement. Such notice shall set forth the basis for objecting to the delivery of the Deposit. Upon receipt of a Notice of Objection, Escrow Agent shall promptly send a copy thereof to the party who sent the written demand.

13.2.5 Escrow Agent Actions. In the event Escrow Agent shall have received the Notice of Objection within the time periods prescribed in this Section 13 of this Agreement, Escrow Agent shall continue to hold the Deposit unless (i) Escrow Agent receives joint written notice from Seller and Purchaser directing the disbursement of the Deposit in which case Escrow Agent shall then disburse the Deposit in accordance with such joint direction, (ii) in the event of litigation between Seller and Purchaser, Escrow Agent elects to deliver the Deposit to the clerk of the court in which said litigation is pending, (iii) an order of court directing Escrow Agent as to the party to whom the Deposit is payable. The Escrow Agent may take such affirmative steps as Escrow Agent may elect, at Escrow Agent's option, in order to terminate Escrow Agent's duties including, but not limited to, depositing the Deposit in a court of appropriate jurisdiction in the State of Maryland, and bringing an action for interpleader, the costs thereof to be borne by whichever of Seller or Purchaser is the losing party.

13.3 Limited Liability. It is expressly understood that Escrow Agent acts hereunder as an accommodation to Seller and Purchaser and as a depository only and is not responsible or

liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instruments or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrow Agent or the parties may act. Escrow Agent shall not have any duties or responsibilities, except those set forth in this Article and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so. Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and by and with the advice of counsel which may be selected by it and shall be fully protected in so acting or refraining from acting upon the advice of such counsel. Escrow Agent shall not be responsible for any act or failure to act on its part, except in the case of its own willful default or gross negligence. Escrow Agent shall be automatically released from all responsibility and liability under this Agreement upon Escrow Agent's delivery or deposit of the Deposit in accordance with the provisions of this Article.

13.4 Copies of Notices. Seller and Purchaser agree that if either party shall deliver to Escrow Agent a written demand for the Deposit, the party making such demand shall promptly deliver a copy of such demand to the other party, together with a statement of the facts and circumstances underlying the demand.

13.5 Escrow Agent Acknowledgement. Escrow Agent shall either execute this Agreement or indicate in writing that it has accepted the role of Escrow Agent pursuant to this Agreement which in either case will confirm that Escrow Agent is holding and will hold the Deposit in escrow, pursuant to the provisions of this Agreement.

14. Miscellaneous Provisions.

14.1 Binding Effect. This Agreement and all covenants, terms, conditions and warranties contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.2 Final Agreement. This Agreement contains the final and entire agreement between the parties, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

14.3 Amendment. This Agreement shall not be modified except by instrument in writing executed by the parties hereto.

14.4 Notices. All notices, requests, consents and other communications required under this Agreement shall be in writing and shall be personally delivered, sent by nationally recognized overnight delivery service (*eg.*, Federal Express) or mailed by first class, registered or certified mail, return receipt requested, postage prepaid:

If to Purchaser:

Howard County, Maryland
County Executive Office
3430 Court House Drive
Ellicott City, Maryland 21043
Attn: Mark Thompson
Email: mthompson@howardcountymd.gov
Fax: (410) 313-0573

With copy to:

Howard County, Maryland
County Solicitor
3450 Court House Drive
Ellicott City, Maryland 21043
Fax: (410) 313-3292

If to Seller:

Long Reach Village Associates, LLC
678 Reisterstown Road
Baltimore, Maryland 21208
Email: Kstander@aol.com
Fax: (410) 653-5676

With copy to:

Sellman Hoff, LLC
The Cooperage
2201 Old Court Road
Baltimore, Maryland 21208
Email: dsellman@sellmanhoff.com
Fax: (410) 332-1746

If to Escrow Agent:

Edwin E. Tillman, Jr. President
Colony Title Group, Ltd.
5950 Symphony Woods Road, Suite 418
Columbia, Maryland 21044
Email: tee.tillman@colonytitle.com
Telephone: (410) 884-1160

Any notice, request, consent or other communication shall be deemed received on the earlier of (i) when it is personally received from a messenger or by registered or certified mail,

and there is a written confirmation of receipt, or (ii) the next business day after it is deposited with a nationally recognized overnight delivery service and delivery is confirmed by said service.

14.5 Assignment by Purchaser. This Agreement may be assigned by the Purchaser, without the consent of Seller, to any entity which is affiliated with or controlled by Purchaser, as long as such assignment would not cause the transaction contemplated herein to be subject to recordation and transfer tax. All other assignments shall require written consent of the Seller.

14.6 Governing Law. This Agreement shall be governed by, and construed and interpreted under, the laws of the State of Maryland.

14.7 Counterparts. This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when one or more counterparts have been signed by or on behalf of each of the parties and shall have been delivered by each of the parties to the other. It shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute one and the same agreement.

14.8 Attorney's Fees. If any dispute or litigation arises under the terms of this Agreement, then the prevailing party, subject to a court order, shall be entitled to the payment of all costs incurred, including reasonable attorney's and expert's fees and all litigation costs and expenses. A prevailing party shall be the party for whom the court rules favorably.

14.9 Computation of Time. Unless otherwise provided herein, in computing any period of time presented or allowed by a provision of this Agreement, the date of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. All notice periods or other periods expire as of 5:00 p.m. Eastern Time on the last day of the time period provided for under this Agreement.

14.10 Time of the Essence. Time shall be of the essence with respect to the all of the terms and provisions in this Agreement.

14.11 Effective Date. The Effective Date of this Agreement shall be the date upon which this Agreement is fully executed by Purchaser and Seller, which Effective Date shall be shown on the first page of this Agreement.

14.12 When Binding. This Agreement shall be binding upon the parties only at the time the Agreement has been fully executed by all parties.

14.13 WAIVER OF JURY TRIAL. PURCHASER AND SELLER HEREBY UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS RELATED HERETO, ANY DEALINGS BETWEEN PURCHASER AND SELLER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY

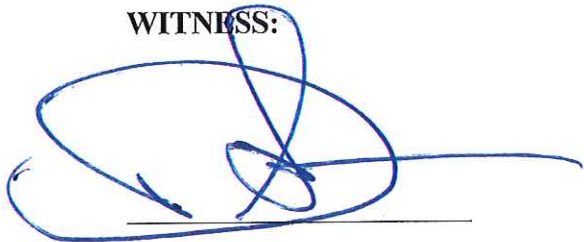
RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN PURCHASER AND SELLER HEREUNDER.

15. Confidentiality. Subject to the Maryland Public Information Act, Purchaser and Seller shall keep confidential, until the earlier of Closing or termination of this Agreement, the terms of this Agreement and the information supplied by the Seller to the Purchaser.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives under seal, with the intent that it be a sealed instrument with all benefits inherent to a sealed instrument, as of the date first written above.

WITNESS:



SELLER:

Long Reach Village Associates, LLC,
a Delaware limited liability company

By:

 (SEAL)

Carl J. Verstandig,

Managing Member and Authorized Signatory

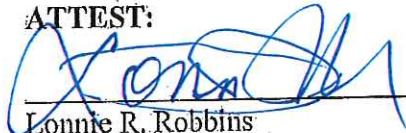
Date: September 23 2014

*MANAGING
MEMBER*


(Signatures continue on next page.)

**PURCHASER:
HOWARD COUNTY, MARYLAND**

ATTEST:



Lonnie R. Robbins
Chief Administrative Officer

By:  (SEAL)

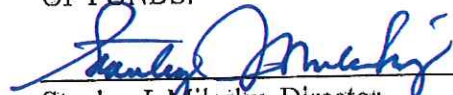
Ken Ulman
County Executive
Date: September 23, 2014

REVIEWED AND APPROVED:




James M. Irvin, Director
Department of Public Works

APPROVED: FOR SUFFICIENCY
OF FUNDS:



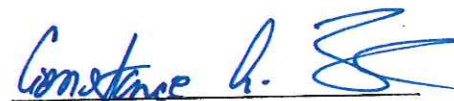
Stanley J. Milesky, Director
Department of Finance

APPROVED as to Form and Legal Sufficiency
this 23 day of Sept., 2014:

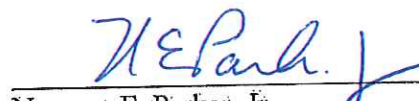


Margaret Ann Nolan
County Solicitor

Reviewing Attorney:



Constance A. Tucker
Senior Assistant County Solicitor



Norman E. Parker, Jr.
Senior Assistant County Solicitor

EXHIBIT A

Legal Description of the Property

PARCEL ONE:

BEING KNOWN AND DESIGNATED as Unit No.2, LRVC Revitalization Condominium, being part of the property in horizontal property regime known as LRVC Revitalization Condominium, as said Unit and said Condominium are established pursuant to a Declaration and By-Laws recorded among the Land Records of Howard County in Liber WAR 15780, folio 71-88, by Long Reach Village Associates, LLC and as shown on Plats thereof entitled, "Condominium Plat First Floor for LRVC Revitalization Condominium, Parcel B-1" and on "Condominium Plat Second Floor for LRVC Revitalization Condominium, Parcel B-1", which plats are recorded among the Land Records of Howard County, Maryland, in Plat Book 22982 and Plat Book 22983.

SUBJECT to and together with terms, provisions, conditions, restrictions, charges and advantages as set forth In Declaration and By-Laws aforesaid, together with percentage of interest In general and common elements as set forth therein.

PARCEL TWO:

BEING KNOWN AND DESIGNATED AS Parcel G-I, as shown on Plat entitled, "Columbia, Village of Longreach, Section 1, Area 5, Parcels E, F-1 and G-1, a Resubdivision of Parcels F and G, Sheet 1 of 1", which Plat Is recorded among the Land Records of Howard County in Plat Book No. 9737.

EXHIBIT B

PURCHASE AND SALE AGREEMENT

Tenant List

Unit 2
Ademola and Flaside Abolarin
8775 Cloudleap Court
Columbia, MD 21045

Unit 3 - Vacant

Unit 4
Angel Nail
8775 Cloudleap Court
Columbia, MD 21045

Unit 5
Multienvious
8775 Cloudleap Court
Columbia, MD 21045

Unit 6
Gourmet Garden
8775 Cloudleap Court
Columbia, MD 21045

Unit 7- Vacant

Unit 8
Community Cuts
8775 Cloudleap Court
Columbia, MD 21045

Unit 9
Long Reach Beauty Supply
8775 Cloudleap Court
Columbia, MD 21045

Unit 10 - Vacant

Unit 11 - Vacant

Unit 12
Liberty Tax Service
8775 Cloudleap Court
Columbia, MD 21045

Unit 13 - Vacant

Unit 14
Howard County Police Dept.
8775 Cloudleap Court
Columbia, MD 21045

Unit 15
Chick N' Friends
8775 Cloudleap Court
Columbia, MD 21045

Unit 16
Longreach Laundromat
8775 Cloudleap Court
Columbia, MD 21045

Unit 17
Subway
8775 Cloudleap Court
Columbia, MD 21045

Unit 18
NappStar
8775 Cloudleap Court
Columbia, MD 21045

Unit 19 - Vacant

OF200 - Gross and Brown
8775 Cloudleap Court
Columbia, MD 21045

OF200 & 205 - Gross and Brown
Enterprises LLC
8775 Cloudleap Court
Columbia, MD 21045

OF210 - Vacant

OF212 - Vacant

OF214A - Leighton Bronte Tinkew t/b/a Swiftway
Services
8775 Cloudleap Court
Columbia, MD 21045

OF214B - Howard County Cab Inc.
8775 Cloudleap Court
Columbia, MD 21045

OF218 - Vacant

OF 220 - Vacant

OF222 - Vacant

OF223 - Celebration Church
8775 Cloudleap Court
Columbia, MD 21045

OF224 - Family Medical Center Group
8775 Cloudleap Court
Columbia, MD 21045

OF225 - Vacant

OF226 - GemStar Prop. Management
8775 Cloudleap Court
Columbia, MD 21045

OF227 Celebration Church
8775 Cloudleap Court
Columbia, MD 21045

OF230 - TCC Wireless
8775 Cloudleap Court
Columbia, MD 21045

OF231 - Keli Enterprises
8775 Cloudleap Court
Columbia, MD 21045

OF235 - Celebration Church
8775 Cloudleap Court
Columbia, MD 21045

OF236 - Hopkins Family Dental Center
8775 Cloudleap Court
Columbia, MD 21045

EXHIBIT C

PURCHASE AND SALE AGREEMENT

FORM OF BILL OF SALE AND ASSIGNMENT

LONG REACH VILLAGE ASSOCIATES, LLC, a Delaware limited liability company, (“Seller”), for the consideration provided for in that certain Purchase and Sale Agreement dated September __, 2014, by and between Seller and **HOWARD COUNTY, MARYLAND** (“Buyer”), hereby grants, sells, assigns, transfers and delivers to Buyer all of Seller’s rights, title and interests in and to the personal property identified in Exhibit A, attached hereto and made a part hereof, said property being owned by Seller and located at the real property known as 8775 Cloudleap Court, Columbia, Maryland 21045 (all such property being the “Assets” and such building located on the real property being the “Building”).

Seller represents that (i) Seller is the lawful owner of the Assets, (ii) Seller has the right and authority to convey the Assets to Buyer, and (iii) the Assets are free and clear of all liens encumbrances, security interests or any other claims whatsoever.

EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER REGARDING THE ASSETS AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE MERCHANTABILITY OR AS TO THE FITNESS OF THE ASSETS FOR ANY PARTICULAR USE OR PURPOSE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE ASSETS. THE ASSETS AND ALL OF SELLER’S RIGHTS TO THE ASSETS ARE HEREBY CONVEYED TO BUYER “AS IS”.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment under seal as on the _____ day of September, 2014.

WITNESS:

SELLER:

LONG REACH VILLAGE ASSOCIATES, LLC,
a Delaware limited liability company

By: _____ (SEAL)

Carl J. Verstandig,
Managing Member and Authorized Signatory

Date: _____

Exhibit A

(to be completed by Seller)

EXHIBIT D

PURCHASE AND SALE AGREEMENT

FORM OF ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LEASES

Long Reach Village Associates, LLC, a Delaware limited liability company (hereinafter referred to as "Assignor") for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to it paid by **Howard County, Maryland**, a body corporate and politic ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has ASSIGNED, SOLD and TRANSFERRED, and by these presents does ASSIGN, SELL and TRANSFER, unto Assignee all of the following:

Any and all of Assignor's interest in and to the tenant leases listed in the Rent Roll attached hereto as Exhibit A and by this reference made a part hereof, (the "Leases"), together with any deposits and prepaid rent reflected thereon and actually received and held by Assignor (collectively, the "Deposits"),

As a part of the consideration to Assignor for the assignment, transfer and sale of the Leases and Deposits, Assignee, by its acceptance hereof, hereby assumes and agrees to perform all of the responsibilities and obligations of the landlord or lessor under the Leases arising and accruing under said Leases from and after the date of this instrument, including but not limited to responsibility for said Deposits to the extent received by Assignee. Assignee hereby agrees to performance on the part of Assignee of any covenants or conditions of the Leases arising or accruing from and after the date hereof.

This Assignment and Assumption of Leases shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signatures on following page]

This the _____ day of September 2014.

ASSIGNOR:

LONG REACH VILLAGE ASSOCIATES, LLC
A Delaware limited liability company

By: _____ (SEAL)
Name: Carl J. Verstandig
Title: Managing Member

This the _____ day of September 2014.

ASSIGNEE:

ATTEST:

Lonnie R. Robbins
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

By: _____ (SEAL)
Ken Ulman
County Executive
Date: _____

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2014:

Margaret Ann Nolan
County Solicitor

REVIEWING ATTORNEY:

Constance A. Tucker
Senior Assistant County Solicitor

Norman E. Parker, Jr.
Senior Assistant County Solicitor

APPROVED FOR SUFFICIENCY OF
FUNDS:

Stanley J. Milesky
Director of Finance

DEPARTMENT APPROVED:

James M. Irvin
Director of Department of Public Works

EXHIBIT A
Rent Roll

EXHIBIT E

PURCHASE AND SALE AGREEMENT

FORM OF DEED

TRANSFER TO GOVERNMENT

Exempt from Recordation Tax and Transfer Tax under Annotated Code of Maryland, Tax Property Article, Sections 12-108 (a) and 13-207(a), respectively, and exempt from Recording Fees under Annotated Code of Maryland, Real Property Article, Section 3-603

Tax I.D. No. 16-101028 and 16-200255

Project No. C-0309

DEED

THIS DEED is made this _____ day of _____, 2014, by and between **LONG REACH VILLAGE ASSOCIATES, LLC**, (the "Grantor"), a Delaware limited liability company and **HOWARD COUNTY, MARYLAND** (the "Grantee"), a body corporate and politic.

WHEREAS, the Grantor owns, in fee simple, that certain real property commonly known as 8775 Cloudleap Court, Columbia, Howard County, Maryland and shown as: "Parcel B-1" comprising 7.578 acres, more or less, on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels B-1, D-1 & E-1, A Resubdivision of Parcel B as shown on Plat Book 21, folio 82, Parcel D as shown on Plat Book 22, Folio 84 and Parcel E as shown on Plat No 9737", said plat recorded among the Land Records of the County as Plat MDR No. 12409; currently referred to as of the date hereof as Tax Account No. 16-101028, Tax Map 36, Grid 12, Parcel 6, PAR B-1; and of (ii) "Parcel G-1", comprising 0.133 acres, more or less, as shown on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels E, F-1, and G-1 a Resubdivision of Parcels F and G", said plat recorded among the Land Records of the County as Plat MDR No. 9737; located within the Sixth Election District of Howard County, Maryland, and more commonly shown as Parcel 6 on Tax Map 36 (the "Grantor's Parcel").

WHEREAS, the Grantor by this Deed is conveying to Grantee the Grantor's Parcel, comprising 6.140 acres, more or less (the "Property").

NOW, THEREFORE WITNESSETH, in consideration of Five Million Dollars (\$5,000,000.00), the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, in fee simple, the Property, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

THE PROPERTY BEING part of the Grantor's Parcel conveyed by Cedar-Long Reach, LLC, a Delaware limited liability company to the Grantor by Special Warranty Deed dated

October 29, 2010 and recorded among the Land Records of Howard County, Maryland in Liber 12828, folio 123 on November 9, 2010.

TOGETHER with all buildings and improvements thereon and all rights, alleys, ways, easements, waters, privileges, appurtenances and advantages belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, in fee simple forever.

THE GRANTOR hereby covenants that it is the sole owner of the Property, that Grantor has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property, that Grantor warrants specially the Property subject to matters of public record, that Grantor will execute such further assurances of the same as may be requisite, and that Grantor, and its signatory, are duly authorized and have the power and right to convey the Property.

All references herein to Grantor shall be deemed plural if more than one person has an interest in the Property. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered, under seal, by its duly authorized officer or official, on the date first above written.

WITNESS/ATTEST:

GRANTOR:
LONG REACH VILLAGE
ASSOCIATES, LLC
a Delaware limited liability company

By: _____ (SEAL)
Carl J. Verstandig,
Managing Member and Authorized Signatory
Date: _____

[Notary follows on the next page.]

STATE OF MARYLAND, _____ COUNTY/CITY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Carl J. Verstandig, Managing, Member and Authorized signatory of Long Reach Village Associates, LLC, a Delaware limited liability company, the Grantor in the within Deed, and he acknowledged the same to be the act of the limited liability company for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[Signatures continue on the following page.]

ACCEPTED by the Grantee on this ____ day of _____, 2014.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Ken Ulman
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 _____, 2014.

Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

Constance A. Tucker
Senior Assistant County Solicitor

Norman E. Parker, Jr.
Senior Assistant County Solicitor

**COUNTY EXECUTIVE:
STATE OF MARYLAND, HOWARD COUNTY, TO WIT:**

I HEREBY CERTIFY that on this _____ day of _____, 2014, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Ken Ulman, the County Executive for Howard County, Maryland, the Grantee in the within Deed, who acknowledged the same to be the act of the County and that he executed the foregoing Deed for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, the grantee named in the within Deed.

Tina D. Hackett, Chief
Real Estate Services Division

After Recording, Return To:
Howard County, Maryland
Real Estate Services Division
3430 Court House Drive
Ellicott City, Maryland 21043

EXHIBIT A

Legal Description of the Land

PARCEL ONE:

BEING KNOWN AND DESIGNATED as Unit No.2, LRVC Revitalization Condominium, being part of the property in horizontal properly regime known as LRVC Revitalization Condominium, as said Unit and said Condominium are established pursuant to a Declaration and By-Laws recorded among the Land Records of Howard County in Liber WAR 15780, folio 71-88, by Long Reach Village Associates, LLC and as shown on Plats thereof entitled, "Condominium Plat First Floor for LRVC Revitalization Condominium, Parcel B-1" and on "Condominium Plat Second Floor for LRVC Revitalization Condominium, Parcel B-1", which plats are recorded among the Land Records of Howard County, Maryland, in Plat Book 22982 and Plat Book 22983.

SUBJECT to and together with terms, provisions, conditions, restrictions, charges and advantages as set forth In Declaration and By-Laws aforesaid, together with percentage of interest In general and common elements as set forth therein.

PARCEL TWO:

BEING KNOWN AND DESIGNATED AS Parcel G-I, as shown on Plat entitled, "Columbia, Village of Longreach, Section 1, Area 5, Parcels E, F-1 and G-1, a Resubdivision of Parcels F and G, Sheet 1 of 1", which Plat Is recorded among the Land Records of Howard County in Plat Book No. 9737.

EXHIBIT F
LIST OF RELATED AGREEMENTS

NONE.

EXHIBIT G

(Intentionally Deleted)

EXHIBIT H

PURCHASE AND SALE AGREEMENT

PERMITTED EXCEPTIONS

1. Subject to a Public Utility Agreement Baltimore Gas and Electric Company recorded in Liber 468, Folio 239 and Liber 662, folio 591.
2. Subject to future tax levies, public charges and assessments, for existing or proposed improvements whether levied or assessed, or to be levied or assessed, and not as yet due and payable.
3. Subject to covenants, conditions and restrictions in Agreement with Columbia Parks and Recreation recorded in Liber 463, Folio 158.
4. Subject to covenants, conditions and restrictions in Declaration for the Village of Long Reach recorded in Liber 532, Folio 181 and Declaration of Annexation recorded in Liber 559, folio 630.
5. Subject to terms, provisions, notes, easements, rights of ways, setbacks, building restriction lines and all other miscellaneous matters as shown on that plat recorded among the Land Records of Howard County in Plat Book 22982 and 22983.
6. Subject to covenants, conditions and restrictions in Declaration and By-Laws recorded in Liber WAR 15780, folio 71-88.
7. Subject to terms, provisions, notes, easements, rights of ways, setbacks, building restriction lines and all other miscellaneous matters as shown on that plat recorded among the Land Records of Howard County in Plat Book 9737 and Plat Book 12409.
8. Subject to terms and provisions in Memorandum of Lease between Subway Real Estate LLC and Long Reach Village Associates, LLC recorded In Liber 14118, folio 360.
9. Subject to terms and provisions in Declaration by Columbia Mall, Inc. recorded In Liber 2375, folio 657.
10. Subject to terms and provisions in Deed between The Howard Research and Development Corporation and Howard County, Maryland recorded in Liber 1001, folio 418.
11. Subject to terms and provisions in Deed and Agreement between The Howard Research and Development Corporation et al and Howard County, Maryland recorded in Liber 610, folio 431.
12. Subject to terms and provisions in Deed and Agreement between Longreach Associates et al and Howard County, Maryland recorded in Liber 595, folio 681.

13. Subject to covenants, conditions and restrictions in Declaration by The Howard Research and Development Land Company recorded in Liber 1794, folio 506. Amendment recorded in Liber 1805, folio 442.
14. Subject to terms and provisions in Deed and Agreement of Easement between The Howard Research and Development Corporation and Long Reach Company recorded in Liber 704, folio 469.
15. Subject to terms and provisions in Agreement of Easement recorded in Liber 4003, folio 571.
16. Subject to terms and provisions in Agreement of Easement recorded in Liber 4003, folio 576
17. Subject to terms and provisions in Reciprocal Easement recorded in Liber 4003, folio 591.
18. Subject to terms and provisions in Access Easement recorded in Liber 4003, folio 561.
19. Subject to terms and provisions in Deed and Agreement by Long Reach Company recorded in Liber 921, folio 94.
20. Subject to terms and provisions in Amendment to Deed and Agreement by Long Reach Company recorded in Liber 940, folio 115.
21. Subject to terms and provisions in Easement Agreement by Columbia Mall, Inc. recorded in Liber 5186, folio 562.
22. Subject to terms and provisions in Deed between Jufang S. Kim and Hea Ja Kim and Columbia Mall recorded in Liber 4003, folio 554.
23. Subject to such state of facts discoverable by an accurate survey and inspection of the premises.
24. Subject to covenants, conditions and restrictions, if any, appearing in the public records.
25. Subject to easements or servitudes, if any, appearing in the public records.
26. Subject to the horizontal property regime known as LRVC Revitalization Condominium, as said Unit and said Condominium are established pursuant to a Declaration and By-Laws recorded among the Land Records of Howard County in Liber WAR 15780, folio 71-88, by Long Reach Village Associates, LLC and as shown on Plats thereof entitled, "Condominium Plat First Floor for LRVC Revitalization Condominium, Parcel B-1" and on "Condominium Plat Second Floor for LRVC Revitalization Condominium, Parcel B-1", which plats are recorded among the Land Records of Howard County, Maryland, in Plat Book 22982 and Plat Book 22983, and the terms, provisions, conditions, restrictions, charges and advantages as set forth in Declaration and By-Laws aforesaid.

EXHIBIT I

PURCHASE AND SALE AGREEMENT

Howard County Charter Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on

conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Howard County Code
Section 22.204. Prohibited Conduct and Interests.

(a) Participation Prohibitions.

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
- (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

- e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1 of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

- (i) The disqualification leaves a body with less than a quorum capable of acting;
- (ii) The disqualified official or employee is required by law to act; or
- (iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) Employment and Financial Interest Restrictions.

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

- (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
 - (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

- a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
- b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
- c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

- a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
- b. Ceremonial gifts or awards that have insignificant monetary value;
- c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
- d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
- e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
- f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
- g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
- h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or

represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

EXHIBIT J

ENVIRONMENTAL ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and among **LONG REACH VILLAGE CENTER ASSOCIATES**, a Delaware limited liability company (“**Seller**”), and **HOWARD COUNTY, MARYLAND**, a body corporate and politic (“**Purchaser**”), and **COLONY TITLE GROUP, LTD.** (the “**Escrow Agent**”).

RECITALS

A. Purchaser and Seller entered into a Purchase and Sale Agreement dated _____, 2014 (the “**Agreement**”), in connection with the proposed purchase by Purchaser from Seller of certain real property described in the Agreement.

B. The Agreement provides, in part, in Section 7.1.9, that Purchaser and Seller will enter into this Escrow Agreement to set forth the duties of the Escrow Agent in connection with all sums defined as the escrow funds in the Agreement, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated by this reference.
2. Appointment of Escrow Agent and Receipt of Escrow Funds. Colony Title Group, Ltd. is hereby appointed, and hereby accepts the appointment, to serve as Escrow Agent pursuant to the terms and conditions of this Escrow Agreement and the Agreement, of which the Escrow Agent acknowledges receipt. By its signature below, Escrow Agent acknowledges receipt from Purchaser of Four Hundred Thousand Dollars (\$400,000) in the form of cash or certified check (the “**Escrow Funds**”) to be held and released in accordance with the terms of this Escrow Agreement and the Agreement. Seller, Purchaser and Escrow Agent hereby agree that the afore-mentioned Section 7.1.9 of the Agreement is incorporated herein and made a part of this Escrow Agreement, and agree to be bound by the provisions of such section.
3. Release of Escrow Funds by Escrow Agent. Escrow Agent shall cause the Escrow Funds to be deposited in a federally-insured interest bearing account at a financial institution selected by the Escrow Agent, but subject to the approval of the Seller, said approval not to be unreasonably withheld, with any interest on the Escrow Funds belonging to Seller, and said interest paid to the Seller no less than every quarter as long as the funds are held in escrow under this Escrow Agreement. The Escrow Agent shall cause the Escrow Funds to be released to the Purchaser or the Seller in accordance with the terms of the Agreement or as directed by written notice signed by Purchaser.
4. Rights of Escrow Agent. Escrow Agent shall have no duties or responsibilities except those expressly set forth herein and in Section 7.1.9 of the Agreement, and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow

Agent shall not be liable for confirming the identity, authority or rights of any person, firm or corporation executing, delivering or purporting to execute or deliver this Escrow Agreement. Escrow Agent's duties hereunder shall be limited to the safekeeping of the Escrow Funds and the release of such Escrow Funds in accordance with the provisions of the Agreement and this Escrow Agreement.

5. Evidence of Succession or Assignment. No person, firm or corporation will be recognized by Escrow Agent as a successor or assignee of Purchaser or Seller until there shall be presented to Escrow Agent evidence reasonably satisfactory to Escrow Agent of such succession or assignment.

6. Reliance by Escrow Agent. Escrow Agent shall be entitled to rely reasonably upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety, validity or the service thereof. Escrow Agent may act in reasonable reliance upon any instrument or signature believed by it to be genuine and may reasonably assume that any person purporting to give notice, receive, advise or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

7. Indemnification. Escrow Agent shall not be liable, except for its own gross negligence or willful misconduct, and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, Purchaser, to the extent permitted by law and subject to available appropriations, and Seller shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Escrow Agreement. All costs or expenses incurred by the Escrow Agent because of litigation or dispute between Purchaser and Seller arising out of the holding of the Escrow Funds shall be divided equally among and be paid by the Purchaser and the Seller. The Escrow Agent shall have a lien on the Escrow Funds for any and all of these costs, attorneys' fees and other expenses.

8. Retention of Escrow Funds Pending Resolution of Disputes. In the event of any disagreement between the parties set forth in writing and distributed to all of the relevant parties and resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that Escrow Agent in good faith is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Funds until Escrow Agent shall have received (i) a written agreement executed by Purchaser and Seller directing delivery of the Escrow Funds, in which event Escrow Agent shall release the Escrow Funds from escrow in accordance with such agreement, or (ii) an unappealable Order of Court directing the disposition of the Escrow Funds. Escrow Agent shall immediately act on such agreement or decision without further question or condition.

9. Notices. All notices, demands, communications ("Notices") permitted or required to be given hereunder shall be in writing and, if mailed, registered or certified United States Mail, return receipt requested, first class postage prepaid, shall be deemed given on the earlier to occur of two (2) days after the date of mailing thereof or the date of actual receipt; all other

notices not so mailed shall be deemed given on the date of actual receipt. Notices shall be addressed to Seller or Purchaser, as the case may be, at the address or telecopy number shown below or to such other address or telecopy number as either party shall notify the other in accordance with the provisions hereof. Actual receipt for purposes of notice given by telecopy shall be when the notice is transmitted to the party's telecopy number specified below and confirmation of receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours (normal business hours deemed to end at 5:00 p.m., Monday through Friday, except legal holidays):

If to Seller: Long Reach Village Associates, LLC
678 Reisterstown Road
Baltimore, Maryland 21208
Email: Kstander@aol.com
Fax: (410) 653-

With copy to: David S. Sellman, Esq.
Sellman Hoff, LLC
2201 Old Court Road
Baltimore, Maryland 21208
Email: dsellman@sellmanhoff.com
Fax: (410) 332-1746

If to Purchaser: Howard County, Maryland
County Executive Office
3430 Court House Drive
Ellicott City, Maryland 21043
Attn: Mark Thompson
Email: mthompson@howardcountymd.gov
Fax: (410) 313-0573

With a copy to: Howard County, Maryland
County Solicitor
3450 Court House Drive
Ellicott City, Maryland 21043
Fax: (410) 313-3292

If to Escrow Agent: Edwin E. Tillman, President
Colony Title Group, Ltd.
5950 Symphony Woods Road, Suite 418
Columbia, Maryland 21044
Email: tee.tillman@colonytitle.com

10. Compensation of Escrow Agent. Escrow Agent shall not receive any compensation for its services as Escrow Agent.

11. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns. This agreement contains

the entire agreement between the parties covering this matter and other written and/or oral agreements are merged herein.

12. Governing Law. This Escrow Agreement shall be governed and interpreted by the laws of the State of Maryland, exclusive of the conflict of laws rule.

13. Termination. This Escrow Agreement shall terminate and the Escrow Agent shall be discharged of all responsibilities hereunder at such time as the Escrow Agent shall have completed its duties hereunder, and as specified in the Agreement. This Escrow Agreement shall survive the Closing, as defined in the Agreement, and termination of the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives under seal, with the intent that it be a sealed instrument with all benefits inherent to a sealed instrument, as of the date first written above.

WITNESS:

SELLER:

Long Reach Village Associates, LLC,
a Delaware limited liability company

By: _____ (SEAL)

Carl J. Verstandig,

Managing Member and Authorized Signatory

Date: September __, 2014

(Signatures continue on next page.)

**PURCHASER:
HOWARD COUNTY, MARYLAND**

ATTEST:

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Ken Ulman
County Executive
Date: September __, 2014

REVIEWED AND APPROVED:

James M. Irvin, Director
Department of Public Works

**APPROVED: FOR SUFFICIENCY
OF FUNDS:**

Stanley J. Milesky, Director
Department of Finance

APPROVED as to Form and Legal Sufficiency
this _____ day of _____, 2014:

Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

Constance A. Tucker
Senior Assistant County Solicitor

Norman E. Parker, Jr.
Senior Assistant County Solicitor

**ESCROW AGENT:
COLONY TITLE GROUP, LTD.**

By: _____

EXHIBIT K

CERTIFICATION OF REPRESENTATIONS AND WARRANTIES

THIS CERTIFICATION OF REPRESENTATIONS AND WARRANTIES (this "Certification") is made and entered into as of this _____ day of September, 2014, by and between **LONG REACH VILLAGE ASSOCIATES, LLC**, a Delaware limited liability company ("Seller") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase and Sale Agreement dated September _____, 2014 (the "Agreement"), with respect to certain real property located at 8775 Cloudleap Court, Columbia, Maryland 21045 (the "Property");

WHEREAS, Seller made certain representations and warranties in Sections 5.1, 5.3, 5.4, and 6.2 of the Agreement (the "Seller Representations"); and

WHEREAS, Buyer made certain representations and warranties in Section 5.2 of the Agreement (the "Buyer Representations").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby certify as follows:

1. Seller's Certification. Seller hereby certifies that the Seller Representations are true and correct as of Closing and the Seller Representations shall survive the Closing except as expressly provided in the Agreement.

2. Buyer's Certification. Buyer hereby certifies that the Buyer Representations are true and correct as of Closing and the Buyer Representations shall survive the Closing except as expressly provided in the Agreement.

3. Governing Law. This Certification shall be governed by and construed in accordance with the laws of the State of Maryland.

4. Counterparts. This Certification may be executed and delivered via "PDF" email attachments or via facsimile and in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

5. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Certification to be duly executed as of the day and year first above written.

SELLER:

WITNESS/ATTEST:

LONG REACH VILLAGE ASSOCIATES, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Kevin Stander,
Member and Authorized Signatory
Date: _____

(Signatures continue on the next page.)

BUYER:

HOWARD COUNTY, MARYLAND

ATTEST:

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Ken Ulman
County Executive
Date: _____

APPROVED: DEPARTMENT OF PUBLIC WORKS

James M. Irvin, Director

APPROVED: FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky, Director
Department of Finance

APPROVED as to Form and Legal Sufficiency
this _____ day of _____, 2014:

Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

Constance A. Tucker
Senior Assistant County Solicitor

Norman E. Parker, Jr.
Senior Assistant County Solicitor

EXHIBIT L

LONG REACH VILLAGE ASSOCIATES, LLC,
a Delaware limited liability company

UNANIMOUS CONSENT OF THE MEMBERS

LONG REACH VILLAGE ASSOCIATES, LLC, a Delaware limited liability company, (the "Company"), a Maryland limited liability company, hereby adopts on this _____ day of September, 2014, by written consent, the following resolutions:

WHEREAS, the Company owns certain real property commonly known as 8775 Cloudleap Court, Columbia, Maryland 21045 (the "Property").

WHEREAS, the Company desires to sell the Property to Howard County, Maryland (the "Purchaser"), and the Purchaser desires to purchase the Property from the Company (the "Transaction") for a purchase price of Five Million Dollars (\$5,000,000.00) (the "Purchase Price"), in accordance with the terms and conditions set forth in that certain Purchase and Sale Agreement dated September _____, 2014, (collectively the "Purchase Agreement").

NOW, THEREFORE, IT IS RESOLVED, that the Members hereby unanimously approve the sale of the Property by the Company to Purchaser for the Purchase Price in accordance with the terms, provisions and conditions set forth in the Purchase Agreement;

RESOLVED FURTHER, that the Managing Member, Carl J. Verstandig, be, and hereby is, authorized to execute and deliver on behalf of the Company, a deed to transfer title from the Company to Purchaser and also to sign all additional agreements, documents and instruments (collectively the "Transaction Documents") as he shall deem necessary or proper to carry out fully the intent and purposes of the foregoing resolutions;

RESOLVED FURTHER, that the Members hereby approve the performance by the Company of its obligations under each of the Transaction Documents;

RESOLVED FURTHER, that all Transaction Documents executed and delivered on behalf of the Company in order to implement the foregoing resolutions shall be in such form, and shall contain such additional provisions, as the Managing Member shall approve in his sole discretion, such approval to be evidenced conclusively by his execution thereof; and

RESOLVED FURTHER, that all actions taken by the Company in connection with the intent and purposes of the foregoing resolutions hereby are ratified and confirmed.

(Signatures follow on the next page.)

IN WITNESS WHEREOF, the undersigned Members executed these resolutions on the day and year first above written.

WITNESS/ATTEST:

_____ By: _____ (SEAL)
Kevin Stander

By: _____ (SEAL)
Carl J. Verstandig

By: _____ (SEAL)
Richard Butchok

Clairmoore, LLC

By: _____ (SEAL)
Marc Grebow, Managing Member

By: _____ (SEAL)
David Sellman