
EMT/Quick Strike Facility Agreement

by and between

HOWARD COUNTY, MARYLAND

and

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

Dated October 19, 2017

This EMT/Quick Strike Facility Agreement, dated October 19, 2017 (this “Agreement”), is made by and between Howard County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the “County”), and The Howard Research and Development Corporation, a Maryland corporation (the “Developer”).

WHEREAS, in connection with the adoption of Resolution No. 105-2016 and Council Bill No. 56-2016 (“CB-56”), the County and the Developer entered into a Downtown Development Memorandum of Understanding dated November 9, 2016 (the “MOU”).

WHEREAS, Bill-56-2016, which *inter alia*, authorizes the issuance of one or more series or issues of special obligation bonds to finance improvements in the Downtown Columbia Development District (the “TIF Bonds”), states that no bonds shall be issued thereunder unless an enforceable agreement between the County and the Developer provides for a EMT/ Quick Strike Facility and appropriate facilities (“the Crescent Station”) within the parking garage. (the “Area 3 Garage”) to be located in Area 3 of the Crescent. The Area 3 Garage will be available to the general public as hereinafter provided.

WHEREAS, the MOU sets forth certain requirements of the Developer which must be met in connection with the issuance of the bonds as authorized by CB-56.

WHEREAS, the purpose of this Agreement is to satisfy the requirements referred to above with the understanding that the County and the Developer (collectively referred to as the “Parties”) expect to enter into an amendment to this Agreement or additional agreements concerning the financing and operation of the Crescent Station.

WHEREAS, the Developer’s commitments under the MOU are contingent upon the issuance of the TIF Bonds.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The Recitals are hereby incorporated and made a part of this Agreement.

Section 2. Area 3 Garage. The Parties agree that the Area 3 Garage, with the exception of the costs associated with the Crescent Station as outlined herein, shall be developed and financed by the Developer. The Developer shall own and maintain the Area 3 Garage, which shall supply parking for visitors to and employees of the retail/restaurant businesses, employees and patrons of office tenants, patrons of Merriweather Post Pavilion, and other members of the general public, subject to the rules and regulations of Developer as the owner and operator of the Area 3 Garage. In addition, the Area 3 Garage shall provide parking for Merriweather Post Pavilion events beginning at 5:00 p.m. on any weekday and beginning at 8:00 a.m. on Saturdays, Sundays and legal holidays, consistent with the Parking Easement Agreement dated May 31, 2016 and recorded in the Land Records of Howard County in Book 17281, Page 131 attached hereto as Exhibit A (the “Parking Easement Agreement”) and the Downtown Columbia, Crescent Neighborhood, Phase I, Amended Final Development Plan, recorded as Plat

Numbers 24101 – 24110 in the Land Records of Howard County, Maryland (the “Amended FDP”).

Section 3. Construction, Plans & Specification. The Parties agree that, to the extent that TIF Bonds are issued to finance the cost of constructing the Crescent Station, the Developer shall construct the Crescent Station contemporaneously with the construction of the first phase of the Area 3 Garage. The Crescent Station will be a permanent centralized emergency facility located in, or adjacent to, the Area 3 Garage. The Crescent Station will be designed by the Developer, in consultation with the Department of Fire & Rescue Services (“DFRS”) and the County, constructed by the Developer pursuant to the terms outlined herein and in the Special Tax Report, attached as Exhibit C to CB-56, and dedicated by the Developer to the County upon completion. Specifically, the Crescent Station shall have on-grade access for the emergency vehicles with an apparatus bay of approximately 2700 square feet and consist of a working / living space equivalent of an approximate 3500 square foot apartment with a work area suitable for up to 6 firefighters/EMTs to staff a 24-hour pumper apparatus and an ambulance/EMT vehicle, bathrooms, and a kitchen. The Crescent Station shall be built exterior or interior to the Area 3 Garage, but adjacent to the location of the emergency vehicles. A copy of the current plans for the Crescent Station are attached hereto as **Exhibit B** and incorporated herein. In the Area 3 Garage, the first 4 or 5 parking spots shall be reserved for the EMT vehicle, an all-purpose vehicle or equivalent, and a mini-pumper or equivalent (the “Apparatus”) capable of operating within standard parking garages with a capacity of 300 to 500 gallons. At least six (6) additional parking spaces within the Area 3 Garage and near the location of the Crescent Station shall be reserved to allow for personal vehicles of firefighters who are assigned to operate the facility. The staff assigned to the Crescent Station shall have access to the Area 3 Garage to accommodate their schedules, including staff changes from approximately 6:00 a.m. to 8:00 a.m. The specific plans for the Area 3 Garage shall be reviewed and approved by the County.

Section 4. Apparatus & Payment Obligation. The Parties agree that the Apparatus will not be financed with the proceeds of the TIF Bonds. The Developer agrees that it will contribute \$100,000 to County to provide for the payment of a portion of the costs of the Apparatus and any related equipment. The contribution to costs of the Apparatus will be paid by the Developer in a timely fashion. The County’s current estimated cost of the Apparatus is \$500,000.

Section 5. Property Rights. The Developer agrees, for no additional consideration, to (i) convey in fee simple to the County the property in which the Crescent Station will be built pursuant to a condominium regime, as evidenced by associated documents, or (ii) provide access and use rights to the County with respect to the Crescent Station pursuant to an exclusive perpetual easement or right-of-way, or a long-term ground lease, as determined by the County in its sole discretion.

Section 6. Operation of the Area 3 Garage. The Area 3 Garage shall be owned and operated by the Developer and available to the general public as provided in Section 2 above in a manner which is consistent with the provisions outlined herein, the Parking Easement Agreement and the Amended FDP.

Section 7. Expenses. The Developer shall be responsible for the payment of all operation and maintenance costs (“O&M Costs”) associated with the Area 3 Garage. Notwithstanding the Developer’s payment obligation hereunder, expenses directly related to the operation and maintenance of the Crescent Station shall be paid by the County and shall be excluded from any Developer obligations to pay O&M Costs contemplated by the MOU and this Agreement.

Section 8. Miscellaneous.

A. Third Party Beneficiary. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

B. Disclaimer of Partnership Status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the County and the Developer any relationship of partnership, joint venture, or association and the parties to this Agreement hereby disclaim the existence of any such relationship.

C. Giving of Notice. Any notice given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, or by commercial messenger to:

In the case of the County:

Howard County, Maryland
George Howard Building
3430 Courthouse Drive
Ellicott City, Maryland 21043
Attention: Director of Finance
Email: smilesky@howardcountymd.gov

With a copy to:

Howard County Office of Law
Carroll Building
3450 Courthouse Drive
Ellicott City, Maryland 21043
Attention: County Solicitor
Email: gkuc@howardcountymd.gov

In the case of the Developer:

The Howard Research and Development Corporation
One Galleria Tower, 22nd Floor
13355 Noel Road
Dallas, Texas 75240
Attention: General Counsel
Email: Peter.Riley@howardhughes.com

The County and the Developer, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

D. Representatives Not Individually Liable. No member, official, representative, or employee of the County shall be personally liable to the Developer or its successors in interest in the event of any default or breach by the County for any amount which may become due to the Developer or its successors or on any obligations under the terms of the Agreement. No member, partner, director, representative, employee or agent of the Developer or its affiliates or successors in interest shall be personally liable to the County or any agency thereof in the event of any default or breach by the Developer for any amount which may become due to the County on any obligations under the terms of this Agreement unless such person is guilty of fraud.

E. Amendment of Agreement. Any amendment to this Agreement must be by the mutual written agreement of the County and the Developer with the same formality as this Agreement, provided that consents, waivers and modifications of a non-substantive nature may be negotiated and granted by action of the County.

F. Section and Paragraph Headings. The section and paragraph headings have been prepared for convenience only and are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

G. Severability. If any clause provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or section had not been contained herein. If any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be determined to be the agreement or obligation of the County and the Developer, as the case may be, to the full extent by law.

H. Maryland Law. This Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State without regard to principles of conflicts-of-laws.

I. Consent to Jurisdiction; Venue. Each party hereto consents to venue in and the exclusive jurisdiction of the Circuit Court for Howard County if suit is filed to enforce, interpret, or construe this Agreement, and waives any jurisdiction, venue or inconvenient forum objections to such court.

J. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Developer and any of its successors and assigns.

K. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereunder and supersedes any other prior agreements or understanding, written or oral, between the parties with respect to the subject matter thereof.

L. Recitals. The Recitals are hereby incorporated and made a part of this Agreement.

M. Non-Recordation. This Agreement shall not be recorded.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this EMT/Quick Strike Facility Agreement to be duly executed, sealed, and delivered as of the date set forth above.

WITNESS:

**THE HOWARD RESEARCH AND
DEVELOPMENT CORPORATION**

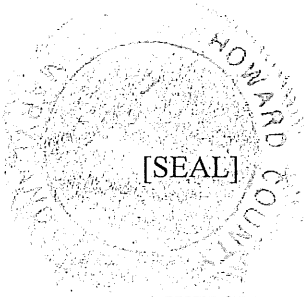
Marissa Henderson

By:  _____ (SEAL)

Name: Grant Heinitz

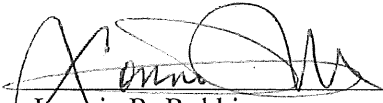
Title: President

[COUNTY SIGNATURES APPEAR ON THE FOLLOWING PAGE.]



ATTEST:

HOWARD COUNTY, MARYLAND



Lonnie R. Robbins
Chief Administrative Officer

By: 

Allan H. Kittleman
County Executive

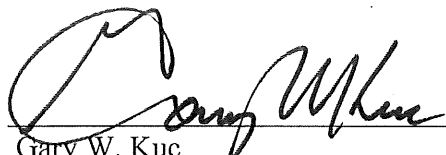
Date: 10/16/2017

APPROVED FOR SUFFICIENCY OF FUNDS:



Stanley J. Milesky
Director of Finance

APPROVED FOR FORM AND
LEGAL SUFFICIENCY THIS
16th DAY OF OCTOBER, 2017:



Gary W. Kuc
County Solicitor

Reviewing Attorney:



Kristen Perry
Assistant County Solicitor

EXHIBIT A
Parking Easement Agreement
(attached)

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[NOTE TO RECORDER: PLEASE RECORD UNDER THE NAMES OF THE PARTIES TO THIS AGREEMENT AND THE FOLLOWING ENTITIES LISTED IN THE JOINDER - 50/60/70 CCC PARKING DECK, LLC; 40 CCC PARKING DECK, LLC; 40 CCC, LLC; 50 CCC, LLC; 60 CCC, LLC; 70 CC, LLC; 10/20/30 CCC PARKING DECK, LLC; TOWN CENTER EAST PARKING LOT BUSINESS TRUST; TOWN CENTER EAST BUSINESS TRUST; AND HRD PARKING DECK BUSINESS TRUST]

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (this "Agreement") is made and entered into this 31st day of May, 2016 by and among MERRIWEATHER POST BUSINESS TRUST, a Maryland business trust ("MPBT"), THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation, on behalf of itself and its affiliates identified on the attached Joinder (collectively, "HRD"), and THE DOWNTOWN COLUMBIA ARTS AND CULTURE COMMISSION, INC., a Maryland corporation ("DCACC"). MPBT, HRD and DCACC are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, MPBT is the current fee simple owner of a 19,418-seat capacity outdoor amphitheater known as Merriweather Post Pavilion, which is located on Lot 13, improved with and comprised of approximately 10.1984 acres of real property and certain improvements located thereon, being known as 10475 Little Patuxent Parkway, Columbia, Maryland 21044 and more particularly described on Exhibit A attached hereto ("MPP");

WHEREAS, It's My Amphitheater, Inc. is currently the operator of MPP under that certain Operating Agreement between IMA and MPBT dated May 1, 2014, which Operating Agreement will be assigned to DCACC at the time of transfer of fee simple title for MPP from MPBT to DCACC;

WHEREAS, HRD is, either itself or through its subsidiaries, engaged in the development, construction, re-development, and management of real estate and owns parcels of real property in Downtown Columbia, including in the areas adjacent to MPP and portions referred to as "The Crescent, portions of the Corporate Center," and portions of the area commonly known as the "Lafayette North," as more particularly described on Exhibit B attached hereto and by this reference incorporated herein ("HRD Land");

11/29/2016 10:08 AM Cash 0045 Reg 0048
T/Ref 0048104193 Grp 0000001 R/Lne 0000002
01 - Main Location
\$0.00
Validation Number: 0048-117192
10000000000-1300-409910-13000000000-9999999
99999999
Parcel Number 15119999
Dic Type: Assessments
Consideration: \$0.00

LR - Easement 75.00
Recording Fee
Name: Howard Research
Ref: 03
LR - Agreement
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Sublot: 115.00
Total: 235.00
11/29/2016 10:57
CC13-98
#764595-00503 -
Columbia, MD
05.03.04 -

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17281, p. 0131, MSA_CE53_17273. Date available 12/06/2016. Printed 12/19/2016.

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WHEREAS, certain portions of the HRD Land contain parking garages, decks or parking structures that primarily serve office users including, without limitation, existing parking garages and associated surface lots known as the 10/20/30 Deck, 40 Deck, and 50/60/70 Deck shown on Exhibit C attached hereto and by this reference incorporated herein (the "**Existing Parking Structures**");

WHEREAS, certain portions of the HRD Land contain surface parking lots in The Crescent and Lakefront North as shown on Exhibit C (the "**Surface Lots**");

WHEREAS, HRD continues to develop and construct or re-develop certain single and mixed-use projects, including parking garages and/or associated surface lots and other such facilities that primarily serve office users on the HRD Land (the "**New Parking Structures**");

WHEREAS, for purposes of this Agreement, the term "**Parking Structures**" means those Existing Parking Structures and New Parking Structures located on HRD Land, now or in the future, which are owned and operated by HRD and which primarily serve office users. The Parking Structures and the Surface Lots are hereinafter referred to collectively as the "**Parking Facilities**";

WHEREAS, Howard County, Maryland (the "**County**"), or an instrumentality of the County, may own (by fee or leasehold title), operate, and/or control one or more public parking garages in The Crescent (each a "**County Garage**"). It is the intent of the Parties that this Agreement does not create any "private business use" (as such term is defined in U.S. Treasury Regulation Section 1.141-3) of any County Garage financed by tax-exempt bonds of the County;

WHEREAS, the Parking Facilities are located in a mixed use shared parking area and a portion of the Parking Facilities are subject to a Delegation Agreement dated December 12, 2014 recorded among the Land Records of Howard County, Maryland at Liber 16172, folio 316 (the "**Delegation Agreement**"), which sets out matters relating to management of the Parking Facilities under the Development Area Declaration and Agreement and applicable shared parking easements, as referenced in the Delegation Agreement;

WHEREAS, the Parties have entered into a Transfer Agreement dated May __, 2016 (the "**Transfer Agreement**"), which addresses the contingencies to the transfer of fee simple title of MPP from MPBT to DCACC, including the provision of parking for MPP Events; and

PAYMENT OF TAXES
NOT NECESSARY

Stanley Milesky

DIRECTOR OF FINANCE OF HOWARD COUNTY

LB

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17281, p. 0132, MSA_CE53_17273. Date available 12/06/2016. Printed 12/19/2016.

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WHEREAS, all defined terms not otherwise defined in this Agreement shall have the meanings set forth in the Transfer Agreement or the Joint Development Agreement by and between MPBT and DCACC dated June 6, 2014, as thereafter amended by that certain First Amendment dated December 8, 2014 and Second Amendment dated January 29, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound, the Parties, for themselves and their successors and assigns, hereby agree as follows:

1. **Grant of Rights to Parking Facilities.**

(a) HRD, on its own behalf, and as authorized by and on behalf of its affiliates which own the respective Parking Facilities, who have each joined in the execution hereof, represents that it has the authority to enter into this Agreement pursuant to the terms of the Delegation Agreement and that such use shall not negate HRD's compliance with all applicable recorded agreements and zoning regulations applicable to the Parking Facilities, and hereby creates, establishes and grants:

(1) Subject to the provisions of Sections 2(a) and 2(e) herein, a perpetual, general, non-exclusive, irrevocable, transferable easement to DCACC, and its successors and assigns, for access and parking by patrons of MPP Events ("**Permitted Users**") on MPP Event days over the Parking Structures and Surface Lots located in The Crescent, identified on Exhibit B, beginning at 5:00 p.m. on any weekdays and/or beginning at 8:00 a.m. on Saturdays, Sundays and/or legal holidays, pursuant to the provisions set forth herein (the "**Permanent Parking Rights**").

(2) Subject to the provisions of Sections 1(c), 1(d), 2(a), 2(b), 2(c), and 2(d) herein, a temporary, general, non-exclusive, revocable, transferable easement to DCACC, and its successors and assigns, for access and parking by Permitted Users on MPP Event days over the Parking Structures and Surface Lots located elsewhere in Downtown Columbia outside of The Crescent, specifically, one or more of the Corporate Center or Lakefront North parcels and/or its affiliated Parking Structure(s), identified on Exhibit B, beginning at 5:00 p.m. on any weekdays and/or beginning at 8:00 a.m. on Saturdays, Sundays and/or legal holidays, pursuant to the provisions set forth herein (the "**Temporary Parking Rights**"). The Permanent Parking Rights and the Temporary Parking Rights are collectively referred to as the "**Parking Rights**."

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(b) HRD agrees that DCACC shall not be required to pay HRD a fee for such Parking Rights; however, DCACC acknowledges that HRD shall have the right to charge Permitted Users for parking pursuant to Section 3 hereof.

(c) Notwithstanding that the Parking Rights are non-exclusive and that individuals other than Permitted Users may use the Parking Facilities on MPP Event days, HRD, its successors and assigns, shall ensure that a Sufficient Number of Suitable Parking Spaces are available for parking by Permitted Users for MPP Events. "**Sufficient Number of Suitable Parking Spaces**" means at least 5,000 parking spaces in the Parking Facilities – calculated in accordance with the Downtown Revitalization Shared Parking Methodology (as defined below) – within a walking distance to MPP not to exceed one (1) mile, which number includes the 350 spaces on-site at MPP (as set forth in the Parking Plan) and must include at least sixty (60) handicap accessible spaces.

(d) Through the SDP review process, consistent with the Final Development Plan for The Crescent, as amended, and pursuant to the Downtown Revitalization Shared Parking Methodology, codified in Section 133.0.F.3 of the Zoning Regulations of Howard County, Maryland, the Howard County Department of Planning and Zoning has or will review each SDP application of HRD, its affiliates, or their successors and assigns that proposes displacement or demolition of then-existing MPP parking within Surface Lots or Parking Structures located in The Crescent to calculate the shared parking requirement for the project that is the subject of the SDP application and determine the number of parking spaces that will be available within The Crescent during the next Operating Season for MPP Events ("**Shared Parking Number**"). The Shared Parking Number shall be listed on the approved SDP, along with the liber and folio references for this Agreement, and shall count toward the satisfaction of the Sufficient Number of Suitable Parking Spaces.

If the County, or an instrumentality of the County, owns (by fee or leasehold title), operates and/or controls any County Garage in The Crescent, commencing upon the issuance of a certificate of occupancy or equivalent for the County Garage, the Shared Parking Number of the County Garage shall count toward the satisfaction of the Sufficient Number of Suitable Parking Spaces.

(e) In accordance with the Parking Plan, HRD or its designee (the "**HRD Parking Manager**"), and any subsequent owner of a Parking Facility that remains subject to this

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Agreement, shall confirm for DCACC and the MPP Operator the specific Parking Facilities and the number of spaces therein available for parking by Permitted Users during any Operating Season and for any individual MPP Event, and the charges, if any, in each Parking Facility.

2. **Termination.**

(a) The term of this Agreement shall be perpetual with respect to the Parking Facilities located in The Crescent, except that, in the event MPP or a successor facility fails to operate as a Performing Arts Venue for two (2) consecutive Operating Seasons, and HRD elects to purchase MPP for fair market value as set forth in Section 8 of the Transfer Agreement, this Agreement shall terminate upon the closing of HRD's purchase of MPP. In the event MPP or a successor facility fails to operate as a Performing Arts Venue for two (2) consecutive Operating Seasons, notwithstanding any other provision of this Agreement, including but not limited to Section 8 hereof, HRD's sole and exclusive remedy is its right to purchase the Property at fair market value, as set forth in Section 8 of the Transfer Agreement, and to terminate this Agreement. In the event MPP or a successor facility fails to operate as a Performing Arts Venue for two (2) consecutive Operating Seasons, DCACC shall not be liable to HRD for monetary damages of any kind whatsoever, but HRD shall be entitled to pursue specific performance and/or injunctive relief to enforce its right to purchase the Property as set forth in Section 8 of the Transfer Agreement. Notwithstanding the foregoing, HRD shall not have the right to purchase the Property or terminate this Agreement if DCACC's failure to operate the Property as a Performing Arts Venue for two (2) consecutive Operating Seasons is due to reconstruction of the Property following a casualty which DCACC is diligently undertaking.

(b) If (1) any Existing Parking Structure, regardless of location, is no longer being used primarily to serve office users, (2) a New Parking Structure owned and/or operated by HRD, its successors or assigns, that is primarily serving non-office users is constructed in The Crescent, or (3) one or more of the Corporate Center or Lakefront North parcels and/or its affiliated Parking Structure(s), identified on Exhibit B, is sold or transferred to a third party or identified for re-development, re-use, repair or reconstruction, HRD shall have the right, upon written notice to DCACC, to terminate the Parking Rights as to that particular Parking Facility, provided a Sufficient Number of Suitable Parking Spaces remain or are provided in other Parking Facility(ies). In that event, this Agreement is terminated as to the specific subdivided parcel on which that particular Parking Facility is located, and an amendment to this Agreement

shall be recorded among the Land Records of Howard County, Maryland reflecting such termination and, if required at the time, the substitution of other Parking Facility(ies).

(c) As a greater number of perpetual, general, non-exclusive, irrevocable, transferable easement(s) are made available for parking spaces within The Crescent to serve MPP Events, the number of parking spaces that were temporarily required in the Corporate Center and Lakefront North Parking Facilities in order to provide a Sufficient Number of Suitable Parking Spaces shall be correspondingly reduced. Thus, in this event, HRD may record a release of the temporary easement from one or more of the Corporate Center and Lakefront North Parking Facilities that are identified on Exhibit B that are no longer necessary to provide a Sufficient Number of Suitable Parking Spaces.

(d) At such time as perpetual, general, non-exclusive, irrevocable, transferable easement(s) for at least a Sufficient Number of Suitable Parking Spaces exist and are available for use by Permitted Users wholly within The Crescent, upon written notice to DCACC, HRD shall have the right to terminate the Parking Rights as to all of the particular Corporate Center and Lakefront North Parking Facilities that are identified on Exhibit B.

(e) If the County, or an instrumentality of the County, owns (by fee or leasehold title), operates and/or controls any County Garage in The Crescent, commencing upon the issuance of a certificate of occupancy or equivalent for the County Garage, HRD shall, upon written notice to DCACC, terminate the Parking Rights as to the specific subdivided parcel on which that particular County Garage is located, and an amendment to this Agreement shall be recorded among the Land Records of Howard County, Maryland reflecting such termination.

3. **Parking Fees.** HRD, or a subsequent owner of a Parking Structure, shall have the right to charge Permitted Users for parking in accordance with the terms of a separate Premium Parking Agreement to be executed concurrently herewith by HRD, DCACC, and the operator of MPP (currently, It's My Amphitheater, Inc.) (the "**MPP Operator**") but held in escrow until Closing. Upon request from DCACC or its designee from time to time, HRD and any subsequent owner of a Parking Structure, shall confirm the number of parking spaces to be available for pre-paid/reserved parking in the Parking Structures for any Operating Season or MPP Event.

4. Operation of the Parking Facilities.

(a) Subject to subsection (c) below, HRD, and any subsequent owner of a Parking Structure, shall, at each such owner's expense, be responsible for all capital improvements and maintenance, management, operations and security at Parking Structures, including providing attendants and security during the use of the Parking Structures by Permitted Users, and removal of all debris and clean-up after MPP Events, which activities may be undertaken by each such owner or its designee, including a third party contractor under a separate agreement.

(b) For MPP Events, DCACC shall or shall cause the MPP Operator to clean, manage, operate and provide security for the Surface Lots, including but not limited to providing attendants and security during the use of the Surface Lots by Permitted Users, and removal of all debris and clean-up after MPP Events. HRD and any subsequent owner of the Surface Lots shall provide DCACC and/or the MPP Operator with reasonable access to the Surface Lots to discharge these responsibilities.

(c) In the event HRD, or a subsequent owner of a Parking Structure, elects not to impose a parking charge at a Parking Structure used by Permitted Users for any given MPP Event, and only in such event, DCACC and/or the MPP Operator shall clean, manage, operate and provide security for such Parking Structures during the use of the Parking Structures by Permitted Users, and removal of all debris and clean-up after MPP Events, consistent with the maintenance of a first-class property, in accordance with the provisions of the Parking Plan. HRD and any subsequent owner of the Parking Structures shall provide DCACC and/or the MPP Operator with reasonable access to the Parking Structures to discharge these responsibilities.

(d) If a Parking Structure is available for use during a given MPP Event, HRD, or a subsequent owner of a Parking Structure, (i) shall ensure that the parking spaces specified by HRD within a Parking Structure are available and accessible in accordance with Section 1, (ii) shall permit vehicles to remain in a Parking Structure until three (3) hours after the conclusion of the MPP Event, and (iii) may, at its discretion, charge fans or attendees at then applicable rates for any additional time vehicles are left in the Parking Structure or tow vehicles left in the Parking Structure more than three (3) hours after the conclusion of the MPP Event.

(e) With prior written notice to DCACC of fifteen (15) days, HRD, or a subsequent owner of a Parking Facility, may suspend the rights granted hereunder as to any particular

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Parking Facility as necessary for any repairs, construction, re-development, or any capital project that may be undertaken with respect to all or any portion of the Parking Facility, or any unforeseen circumstance that would render the Parking Facility unusable or inaccessible, and the Permitted Users shall not be permitted to use such Parking Facility during the period of such suspension. In this event, HRD must provide DCACC with a Sufficient Number of Suitable Parking Spaces in other Parking Facilities. If HRD is unable to provide DCACC with a Sufficient Number of Suitable Parking Spaces within the other Parking Facilities then, subject to the Parking Rights granted in this Agreement, an amendment to this Agreement, reasonably acceptable in form and substance to DCACC, must be recorded among the Land Records of Howard County, Maryland reflecting the addition of other Parking Facility(ies) necessary to provide a Sufficient Number of Suitable Parking Spaces.

(f) Permitted Users shall be prohibited from parking within any parking space or portion of a Parking Structure that is designated by HRD, or a subsequent owner of a Parking Structure, as "reserved" or allocated for the users and customers of the building which the Parking Structure serves. In this event, HRD must provide DCACC with a Sufficient Number of Suitable Parking Spaces in other Parking Facilities. No action by HRD in reserving parking spaces for users and customers of buildings or in its lease arrangements with tenants shall result in the abrogation or diminution of its obligation to provide a Sufficient Number of Suitable Parking Spaces as required in this Agreement.

(g) The MPP Operator shall provide temporary signage or markings within the Parking Structure(s) identifying parking available to Permitted Users.

(h) Only vehicles with proper registration and in good operating condition shall be allowed access to a Parking Facility. HRD, the HRD Parking Manager, or a subsequent owner of a Parking Structure may deny entrance to any individuals who, in its commercially reasonable professional judgment, are unruly or appear to be intoxicated.

(i) HRD, the HRD Parking Manager, or a subsequent owner of a Parking Structure shall be responsible for identification of the available inventory of spaces at the individual Parking Structures and any necessary reallocation of parking among the Parking Facilities, so long as a Sufficient Number of Suitable Parking Spaces remain available in the Parking Facilities for each MPP Event. A preliminary identification of the available inventory of spaces

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at the individual Parking Structures and any necessary reallocation of parking among the Parking Facilities for the upcoming Operating Season shall be provided to DCACC and the MPP Operator at a meeting each December. A revised identification of the available inventory of spaces at the individual Parking Structures and any necessary reallocation of parking among the Parking Facilities for each MPP Event shall be provided to DCACC and the MPP Operator at least thirty (30) days in advance of each MPP Event during any Operating Season. Any subsequent reallocation shall be done consistent with the terms of the Parking Plan.

(j) Neither DCACC nor the MPP Operator shall make any permanent alterations or modifications, structural or non-structural, to the Parking Facilities.

(k) For MPP Events, DCACC and/or the MPP Operator must provide either a reasonable, proper accessible route to MPP from the Parking Facilities or a shuttle service to MPP from the Parking Facilities as needed to comply with the Americans with Disabilities Act.

5. **Parking Plan.** The Parties have agreed to a separate Parking Plan that provides the structure, systems, and procedures for providing and operating the parking for MPP Events. The Parking Plan is intended to be a framework with built-in flexibility to respond to need, special circumstances and events, as well as displacement of spaces as the Downtown Columbia development and redevelopment occurs. DCACC shall require the MPP Operator, at its expense, to designate a parking manager to coordinate among the police and other first responders, each Parking Facility, any County Garage, and Permitted Users, and to interface with HRD, the HRD Parking Manager, and any County Garage operator, if applicable, to assist in responding to traffic or safety issues. If a conflict exists between this Agreement and the Parking Plan, this Agreement shall control.

6. **Insurance.**

(a) **HRD Insurance.** HRD shall maintain, and shall cause its affiliates that own Parking Facilities to maintain, and any subsequent owner of a Parking Facility shall maintain, in full force and effect, at its sole cost and expense, a commercial general liability insurance policy with respect to this Agreement and the Parking Facilities owned by HRD, its affiliates, or any subsequent owner, in which the limits of liability shall be not less than \$5,000,000 per occurrence. In addition, if and when valet-type services are provided for Parking Structures, HRD, its affiliates, or any subsequent owner of a Parking Structure that remains subject to this

EXECUTION VERSION

Agreement, shall, at each such owner's expense, maintain or require any third party valet contractor to maintain (i) a garage keepers liability insurance policy with a limit of not less than \$100,000 per vehicle or \$1,000,000 per occurrence that provides direct primary and non-contributory coverage for damage to vehicles in its care, custody and control, and (ii) an auto liability insurance policy with a limit of not less than \$1,000,000 per occurrence that provides direct primary and non-contributory coverage for damage to vehicles in its care, custody and control. The insurance shall be maintained for the duration of this Agreement including any extensions thereof or additions thereto with an insurance company licensed to do business in the State of Maryland and an AM Best rating of at least A-VIII. DCACC, the MPP Operator, and their affiliates, partners, successors and assigns, and all of their respective employees, agents, officers and directors (collectively, the "DCACC Insureds") shall be named as additional insureds under the policy. An umbrella liability policy may be used in combination with other liability policy(ies) to attain the above-stated coverage limit and the insurance may be obtained under a policy of blanket insurance, which may cover other operations, properties or locations, provided that the limit of the blanket insurance shall not be less than required hereunder. Primary insurance, umbrella/excess insurance, self-insurance, retentions and deductibles maintained by or on behalf of any subcontractor/sublicensee shall be primary to and shall not contribute with and shall not apply as excess over other primary, umbrella/excess insurance, or self-insurance programs afforded the DCACC Insureds. To the fullest extent permitted by law, HRD, its affiliates, and any subsequent owner of a Parking Facility hereby agrees to waive any rights of recovery from the DCACC Insureds and HRD's insurance policies shall confirm or otherwise allow for such waiver of subrogation. Upon execution of this Agreement and annually thereafter by April 1 of each year, HRD, or a subsequent owner of a Parking Facility, shall provide DCACC with a copy of its Certificate of Insurance in form and substance satisfactory to DCACC to evidence the insurance and additional insured status required hereunder.

(b) DCACC Insurance. DCACC shall maintain in full force and effect, at its sole cost and expense, a commercial general liability insurance policy including coverage with respect to this Agreement and use of the Parking Facilities by or on behalf of DCACC in which the limits of liability shall be not less than \$5,000,000 per occurrence. In addition, if and when valet-type services are provided for Surface Lots, DCACC, shall, at its expense, maintain or require the MPP Operator or any third party valet contractor to maintain (i) a garage keepers liability insurance policy with a limit of not less than \$100,000 per vehicle or \$1,000,000 per occurrence that provides direct primary and non-contributory coverage for damage to vehicles in its care,

EXECUTION VERSION

custody and control, and (ii) an auto liability insurance policy with a limit of not less than \$1,000,000 per occurrence that provides direct primary and non-contributory coverage for damage to vehicles in its care, custody and control. The insurance shall be maintained for the duration of this Agreement including any extensions thereof or additions thereto with an insurance company licensed to do business in the State of Maryland and an AM Best rating of at least A-VIII. HRD, the HRD Parking Manager, any subsequent owner of a Parking Facility, and any HRD development manager of the Parking Facilities, and their affiliates, partners, successors and assigns, and all of their respective employees, agents, officers and directors (collectively, the "**HRD Insureds**") shall be named as additional insureds under the policy. An umbrella liability policy may be used in combination with other liability policy(ies) to attain the above-stated coverage limit and the insurance may be obtained under a policy of blanket insurance, which may cover other operations, properties or locations, provided that the limit of the blanket insurance shall not be less than required hereunder. Primary insurance, umbrella/excess insurance, self-insurance, retentions and deductibles maintained by or on behalf of any subcontractor/sublicensee shall be primary to and shall not contribute with and shall not apply as excess over other primary, umbrella/excess insurance, or self-insurance programs afforded the HRD Insureds. To the fullest extent permitted by law, DCACC hereby agrees to waive and shall require its vendors, contractors and MPP Operator to waive any rights of recovery from the HRD Insureds and DCACC's insurance policies shall confirm or otherwise allow for such waiver of subrogation. Upon execution of this Agreement and annually thereafter by April 1 of each year, DCACC shall provide HRD with a copy of its Certificate of Insurance in form and substance satisfactory to HRD to evidence the insurance and additional insured status required hereunder.

(c) To the fullest extent permitted by law, the insurance coverages and requirements set forth in this Section 6 shall not be construed to relieve liability in excess of insurance, nor shall they preclude HRD or DCACC from taking such other actions permitted by law or under other provisions of this Agreement. The insurance required or otherwise maintained by or on behalf of HRD or DCACC is separate and independent to (and is intended to stand alone and not solely support, alter or limit) any indemnity obligation agreement between the Parties.

7. **Indemnity.**

(a) DCACC shall indemnify HRD, the HRD Parking Manager, and their affiliates, partners, successors and assigns, and all of their respective employees, agents, officers and

EXECUTION VERSION

directors from and against any and all actual losses, damages, liability and expense, including attorneys' fees and court costs, in connection with all losses, including loss of life, personal injury and/or damage to property, arising directly from or out of any negligent acts or omissions of DCACC or any of its respective contractors, agents, employees, invitees or sublicensees, except to the extent caused by the negligent acts or omissions of HRD, the HRD Parking Manager, or any of their contractors, agents, employees, or invitees.

(b) HRD shall indemnify DCACC and its affiliates, partners, successors and assigns, and all of their respective employees, agents, officers and directors from and against any and all actual losses, damages, liability and expense, including attorneys' fees and court costs, in connection with all losses, including loss of life, personal injury and/or damage to property, arising directly from or out of any negligent acts or omissions of HRD, the HRD Parking Manager, their affiliates, partners, successors and assigns, or any of their respective contractors, agents, employees, invitees or sublicensees, except to the extent caused by the negligent acts or omissions of DCACC or any of its contractors, agents, employees, or invitees.

8. **Defaults; Remedies.**

(a) **Defaults.** The failure by any party to observe or perform any of the terms or provisions of this Agreement to be observed or performed by such party (the "**Defaulting Party**"), where such failure shall continue for a period of fifteen (15) days after written notice thereof from any other party, shall be deemed an "**Event of Default**" by such Defaulting Party under this Agreement; provided, however, that if the nature of such default is such that more than fifteen (15) days are reasonably required for its cure, then an Event of Default shall not be deemed to have occurred if the Defaulting Party commences such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion. Notwithstanding anything to the contrary herein contained, HRD's or any subsequent owner's failure to provide access to spaces in its Parking Facility such that a Sufficient Number of Suitable Parking Spaces is not available for any MPP Event is an Event of Default and is immediately actionable by DCACC against such Defaulting Party.

In addition, notwithstanding anything to the contrary herein contained, in the event that, as a result of Permitted Users, HRD (i) receives written complaints from tenants or other third parties, or (ii) documents inappropriate incidents that involve "tailgating," open fires of any kind, open containers of alcohol, loitering, or other illegal activities in the free Parking Facilities, HRD

EXECUTION VERSION

shall provide DCACC and the MPP Operator with immediate notice thereof and can demand that DCACC and/or the MPP Operator provide, at DCACC's and/or the MPP Operator's expense, supplemental security personnel, whether MPP staff, private security or off duty/retired police, at the next MPP Event (or next day if a multi-day MPP Event) in the free Parking Facilities. In the event that DCACC and the MPP Operator fail to provide supplemental security personnel or their attempt is inadequate to prevent further incidents, HRD shall have the right to provide reasonable supplemental security personnel, whether private security or off duty/retired police, in the free Parking Facilities and all costs associated with such supplemental security shall be borne by DCACC and/or the MPP Operator.

(b) **Remedies.** Subject to Section 2(a) herein, if an Event of Default occurs a non-defaulting party shall have the right to seek specific performance and/or injunctive relief in addition to all rights and remedies available to it at law or in equity against such Defaulting Party. For the avoidance of doubt, in the event subsequent parties unrelated to HRD own one or more Parking Facilities, each party shall only be responsible for its own actions. Any amounts due under this Agreement which are not paid by a Defaulting Party when due shall bear interest computed from the date of expenditure to the date of payment at a rate equal to fifteen percent (15%) per annum.

9. **Recording.** This Agreement, along with the Exhibits which indicate which Parking Facilities are being provided by HRD, or any subsequent owner, shall be recorded among the Land Records of Howard County, Maryland under the names of all entities owning the Parking Facilities. Amendments to this Agreement may be filed in accordance with this Agreement to change the locations of the Parking Facilities throughout the development of Downtown Columbia, and shall include the joinder of all parties that executed or joined in this Agreement and all then existing lien holders.

10. **Notices.** Notices hereunder shall be in writing and shall be deemed to have been delivered as of the day they are received when delivered personally, via certified mail, or via nationally recognized overnight courier, and such notices shall be addressed as follows:

MPBT: Merriweather Post Business Trust
c/o The Howard Research and Development Corporation
10480 Little Patuxent Parkway, Suite 400
Columbia, Maryland 21044
Attention: John DeWolf
Email: john.dewolf@howardhughes.com

With a copy to: Howard Hughes Corporation
Galleria Tower One, 22nd Floor
13355 Noel Road
Dallas, Texas 75240
Attention: General Counsel
Email: peter.riley@howardhughes.com

HRD: The Howard Research and Development Corporation
10480 Little Patuxent Parkway, Suite 400
Columbia, Maryland 21044
Attention: John DeWolf
Email: john.dewolf@howardhughes.com

With a copy to: Howard Hughes Corporation
Galleria Tower One, 22nd Floor
13355 Noel Road
Dallas, Texas 75240
Attention: General Counsel

DCACC: The Downtown Columbia Arts and Culture Commission, Inc.
10630 Little Patuxent Parkway, Suite 315
Columbia, Maryland 21044
Attention: Ian Kennedy
Email: ian.kennedy7@gmail.com

With a copy to: Gordon Feinblatt LLC
233 East Redwood Street
Baltimore, Maryland 21202
Attention: Searle E. Mitnick, Esquire
Email: smitnick@gfrlaw.com

With a copy to: It's My Amphitheatre, Inc.
6112 Lenox Road
Bethesda, Maryland 20817
Attention: Seth Hurwitz

or to such other address as any party may from time to time specify in writing to the other Parties.

11. **Captions and Headings.** The captions and headings contained in this Agreement are included herein for convenience of reference only and are not to be considered a part hereof, are not intended in any way to limit or enlarge the terms of this Agreement and will not affect the meaning or interpretation of this Agreement.

12. **Governing Law; Waiver of Trial by Jury.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, not including its choice of law rules, and the Parties hereby agree to venue in and the exclusive jurisdiction of the state court in Howard County, Maryland or United States District Court for the District of Maryland, Baltimore Division.

The Parties desire and intend that any disputes arising between them with respect to or in connection with this Agreement be subject to expeditious resolution in a court trial without a jury. **THEREFORE, THE PARTIES EACH HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR OTHER HEARING BROUGHT BY ONE PARTY AGAINST ANOTHER PARTY OR ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, DCACC'S USE OR OCCUPANCY OF THE PROPERTY OR ANY CLAIM OF INJURY OR DAMAGE, OR**

THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

13. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. Any amendment to this Agreement shall be valid only if executed in writing by all Parties hereto and recorded among the Land Records of Howard County, Maryland.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. **Successors and Assigns; Binding Effect.** The rights and obligations granted and imposed on each party under this Agreement shall apply to their respective affiliates, partners, successors and assigns. This Agreement relates to the land referred to herein and shall be binding upon and run with such land. Notwithstanding anything to the contrary in this Agreement, to the extent the HRD Land or any Parking Facility is conveyed, whether voluntarily or involuntarily, to any party that is not a party to this Agreement, such succeeding owner shall only be liable for the obligations herein relating to the parcel conveyed and such owner shall have no obligations or liabilities for any other properties.

[Signatures on following page]

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17281, p. 0146, MSA_CE53_17273. Date available 12/06/2016. Printed 12/19/2016.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

MERRIWEATHER POST BUSINESS TRUST,
a Maryland business trust

BY: The Howard Research and Development Corporation,
its Managing Trustee

By: _____
Name: Grant Herlitz
President
Its: _____

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared GRANT HERLITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of The Howard Research and Development Corporation, the Managing Trustee of Merriweather Post Business Trust, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20TH day of MAY, 2016.

Terri Zrebiec
Notary, Public
TERRI ZREBIEC
(Notary's Printed Name)

My Commission Expires: 07/29/2019



J
THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

By: _____

Name: Grant Herlitz

President

Its: _____

STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared GRANT HERLITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of The Howard Research and Development Corporation, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20TH day of MAY, 2016.

Terri Zrebiec

Notary Public

TERRI ZREBIEC

(Notary's Printed Name)

My Commission Expires: 07/29/2019



JOINDER:

It's My Amphitheater, Inc. hereby joins in this Agreement for purposes of acknowledging its terms and agreeing to be bound by those provisions in which the MPP Operator is referenced and that any successors and assigns shall be so bound.

IT'S MY AMPHITHEATER, INC.

By: Brad Carfield
Authorized Officer

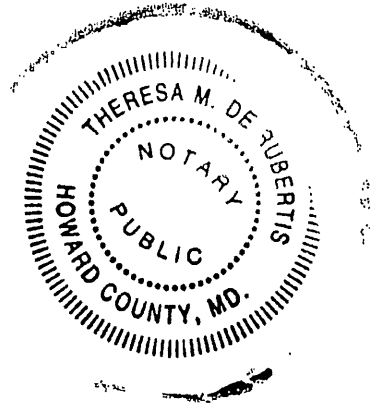
STATE OF MARYLAND)
COUNTY OF HOWARD)

BEFORE ME, the undersigned authority, personally appeared Brad Carfield known to me to be the individual who executed the foregoing instrument as Authorized Officer of IT'S MY AMPHITHEATER, INC., and acknowledged to and before me that he/she executed such instrument as such Authorized Officer of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 3rd day of May, 2016.

Theresa M. de Rubertis
Notary Public
Theresa M. de Rubertis
(Notary's Printed Name)

My Commission Expires: 6/7/2020



JOINDER:

All of the following entities are affiliates of HRD and hereby join in this Agreement for purposes of agreeing to be bound by the terms:

50/60/70 CCC PARKING DECK, LLC

By: _____
Authorized Officer

STATE OF TEXAS)

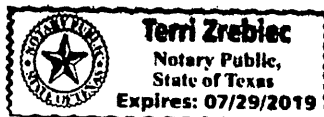
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared GRANT HERITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of 50/60/70 CCC PARKING DECK, LLC, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20th day of MAY, 2016.

Terri Zrebiec
Notary Public
TERRI ZREBIEC
(Notary's Printed Name)

My Commission Expires: 07/29/2019



40 CCC PARKING DECK, LLC

By: _____
Authorized Officer

STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared GRANT HERLITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of 40 CCC PARKING DECK, LLC, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20TH day of MAY, 2016.

Terri Zrebiec
Notary Public
TERRI ZREBIEC
(Notary's Printed Name)

My Commission Expires: 07/29/2019



10/20/30 CCC PARKING DECK, LLC

By: _____
Authorized Officer

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared SCOTT HEPLITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of 10/20/30 CCC PARKING DECK, LLC, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20th day of MAY, 2016.

Terri Zrebiec
Notary Public
TERRI ZREBIEC
(Notary's Printed Name)

My Commission Expires: 07/29/2019



TOWN CENTER EAST PARKING LOT BUSINESS TRUST

BY: THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, Managing Trustee

By: _____
Authorized Officer

STATE OF TEXAS)

)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared GRANT HERLITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of The Howard Research and Development Corporation, the Managing Trustee of Town Center East Parking Lot Business Trust, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20TH day of MAY, 2016.

Notary Public

Terri Zrebiec

TERRI ZREBIEC
(Notary's Printed Name)

My Commission Expires: 07/29/2019



TOWN CENTER EAST BUSINESS TRUST

BY: THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, Managing Trustee

By: _____
Authorized Officer

STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared GRANT HERLITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of The Howard Research and Development Corporation, the Managing Trustee of Town Center East Business Trust, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20TH day of MAY, 2016.

Notary Public TERRI ZREBIEC
(Notary's Printed Name)

My Commission Expires: 07/29/2019



HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17281, p. 0159, MSA_CE53_17273. Date available 12/06/2016. Printed 12/19/2016.

HRD PARKING DECK BUSINESS TRUST

BY: THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, TRUSTEE

By: _____
Authorized Officer

STATE OF TEXAS)

)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared GRANT HERLITZ known to me to be the individual who executed the foregoing instrument as PRESIDENT of The Howard Research and Development Corporation, the Managing Trustee of HRD Parking Deck Business Trust, and acknowledged to and before me that he/she executed such instrument as such PRESIDENT of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20TH day of MAY, 2016.

Notary Public

Terri Zrebiec
TERRI ZREBIEC
(Notary's Printed Name)

My Commission Expires: 07/29/2019



JOINDER:

(As to 10 – 60 Corporate Centers)

Wells Fargo Bank, N.A. hereby joins in this Agreement for purposes of consenting to its terms and subordinating its lien under that Deed of Trust dated May 6, 2015 and recorded among the Land Records of Howard County in Liber W.A.R. 16182, folio 350 to this Agreement.

WELLS FARGO BANK, N.A.

By: [Signature]
Name: Ryan Campbell
Its: Vice President

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, the undersigned authority, personally appeared Ryan Campbell known to me to be the individual who executed the foregoing instrument as VP of WELLS FARGO BANK, N.A., and acknowledged to and before me that he/she executed such instrument as such VP of said company and that said instrument is the free act and deed of said company.

WITNESS my hand and official seal this 20th day of May, 2016.

[Signature]
Notary Public
Kristen Soehnlein
(Notary's Printed Name)

My Commission Expires: 6-27-16



List of Exhibits:

- Exhibit A - Description of MPP
- Exhibit B - Description of HRD Land
- Exhibit C - HRD Parking Facilities:
 - Existing Parking Structures Available for MPP
 - Surface Lots
 - Temporary Surface Lot

Exhibit A

Description of MPP (Lot 13)

Lot 13, as shown on the plats entitled, "Final Plat Columbia, Lots 13 and 23, Plat of Revision, Town Center, Section 1," and recorded among the Land Records of Howard County, Maryland as Plat Nos. 13535 and 13536.

Exhibit B

Description of HRD Land

The Crescent:

Those portions of the residue of the 801.198-acre parcel of land conveyed by G&S Enterprises, Inc. to The Howard Research And Development Corporation by Deed dated October 1, 1963, and recorded among the Land Records of Howard County, Maryland, in Liber 409, folio 8, and the 53-acre parcel of land conveyed by Sebring, Inc. to The Howard Research And Development Corporation by Deed dated November 7, 1963 and recorded among the aforesaid Land Records in Liber 409, folio 549, upon which the Surface Lots and any New Parking Structures are located.

The Corporate Center:

Parcel B, as shown on the plat entitled, "Columbia, Town Center, Section 2, Area 5, Parcels A, B and C, and a Resubdivision of Lot 32, Section 2, Area 1, Sheet 1 of 1", which plat is recorded among the Land Records of Howard County as Plat No. 6321. (40CCC)

Parcel C-1, as shown on the plat entitled, "Columbia, Town Center, Section 2, Area 5, Parcels C-1, C-4 and C-5, a Correction Plat of Parcels C-1, C-4 and C-5", which plat is recorded among the Land Records of Howard County as Plat No. 8577. (50CCC)

Parcel C-4, as shown on the plat entitled, "Columbia, Town Center, Section 2, Area 5, Parcels C-1, C4 and C-5, a Correction Plat of Parcels C--1, C-4 and C-5", which plat is recorded among the Land Records of Howard County as Plat No. 8577. (60CCC)

Parcel B, as shown on the plat entitled, "Columbia, Town Center, Section 2, Area 6, Parcels A, B, and a Resubdivision of Town Center Section 2/5 Parcel C-5, Sheet 1 of 1", which plat is recorded among the Land Records of Howard County as Plat No. 9512. (70CCC)

Parcel A-6, as shown on a Plat entitled, "Columbia, Town Center, Section 2, Area 4, Parcels A-6 and A-7, a Resubdivision of Parcels A-3 and A-5, Sheet 1 of 1" which plat is recorded among the Land Records of Howard County as Plat No. 4965. (10/20/30 Deck)

Parcel A, as shown on the plat entitled, "Columbia, Town Center, Section 2, Area 5, Parcels A, B and C, and a Resubdivision of Lot 32, Section 2, Area 1, Sheet 1 of 1", which plat is recorded among the Land Records of Howard County as Plat No. 6321. (40 Deck)

Parcel E, as shown on the plat entitled, "Columbia, Columbia Town Center, Section 2, Area 8, Parcels 'A' thru 'E' & Lot 1, being in part a resubdivision of Lot 35, Columbia Town Center,

Section 2, Area 1, as shown on Plat No. 12996, Sheet 2 of 2", which plat is recorded among the Land Records of Howard County as Plat No. 14022. (50/60/70 Deck)

Lakefront North:

Parcel D, as shown on the Plats entitled, "Columbia, Town Center, Section 7, Area 8, Sheets 1 through 4 of 4," which Plats are recorded among the Land Records of Howard County, Maryland, as Plat Nos. 4354 through 4357 (Lakefront North Lot).

Parcel E, as shown on the Plats entitled, "Columbia, Town Center, Section 7, Area 8, Sheets 1 through 4 of 4," which Plats are recorded among the Land Records of Howard County, Maryland, as Plat Nos. 4354 through 4357 (Lakefront North Lot).

Parcel D-1, as shown on the Plat entitled, "Revision Plat, Columbia Town Center, Section 7, Area 6, Parcels 'B', 'C-2' & 'D-1' and Open Space Lot 1 (A Revision to Open Space Lot 1 and Parcel 'B', P.B. 21 P.N. 56, Parcel 'C-2', P.N. 16142 and Parcel 'D-1', P.N. 4369, Columbia Town Center, Section 7 Area 6), Sheet 2 of 2," which Plat is recorded among the Land Records of Howard County, Maryland, as Plat No. 18354 (HRD 1 Lot).

Lot A-1, as shown on the Plat entitled, "Columbia Town Center, Lot A-1, a Resubdivision of Parcel A, Lot D-1, a Resubdivision of Parcel D, Lot E-1, a Resubdivision of Parcel E, Lot B-1, a Resubdivision of Parcels B & C, Section 7, Area 1, Sheet 1 of 1," which Plat is recorded among the Land Records of Howard County, Maryland, in Plat Book 26, folio 23 (HRD 1 Lot).

Lot D-1, as shown on the Plat entitled, "Columbia Town Center, Lot A-1, a Resubdivision of Parcel A, Lot D-1, a Resubdivision of Parcel D, Lot E-1, a Resubdivision of Parcel E, Lot B-1, a Resubdivision of Parcels B & C, Section 7, Area 1, Sheet 1 of 1," which Plat is recorded among the Land Records of Howard County, Maryland, in Plat Book 26, folio 23 (HRD 1 Lot).

BOOK: 17281 PAGE: 168

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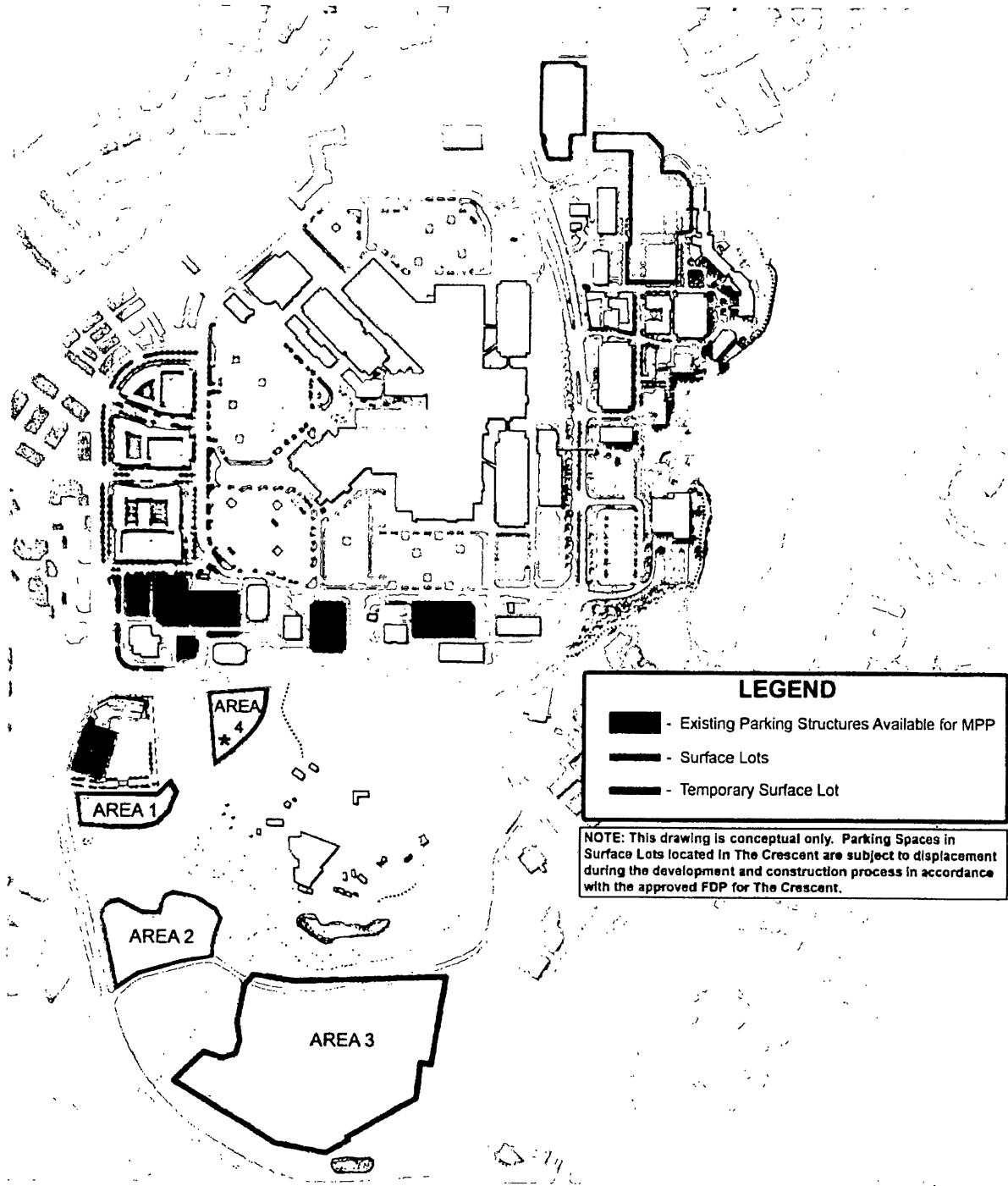
Exhibit C

HRD Parking Facilities

Existing Parking Structures and Surface Lots

[attached]

Exhibit C to Parking Easement Agreement



*Under Construction

April 11th, 2016

EXHIBIT B

Plans for the Crescent Station

