

Introduced 2-3-2021  
Public Hearing 2-16-2021  
Council Action 3-1-2021  
Executive Action 3-2-2021  
Effective Date 3-2-2021

## County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No. 3

Bill No. 11-2021

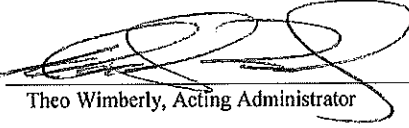
Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a Ninth Amendment of Lease between Howard County, Maryland and Symphony Woods, LLC, that expands the leased premises located at 5950 Symphony Woods Drive, Columbia, Maryland, by approximately 184 square feet and that results in an increased rental amount; authorizing the County Executive to make changes to the Amendment, under certain conditions; authorizing the County Executive to execute the Amendment; and generally relating to the Amendment.

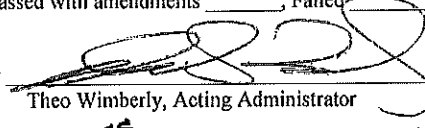
Introduced and read first time February 3, 2021. Ordered posted and hearing scheduled.

By order   
Theo Wimberly, Acting Administrator

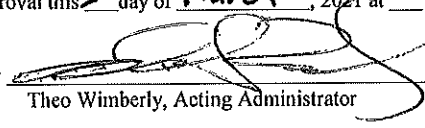
Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on February 16, 2021.

By order   
Theo Wimberly, Acting Administrator

This Bill was read the third time on March 1, 2021 and Passed , Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_

By order   
Theo Wimberly, Acting Administrator

Sealed with the County Seal and presented to the County Executive for approval this 2<sup>nd</sup> day of March, 2021 at 12:15 a.m./p.m.

By order   
Theo Wimberly, Acting Administrator

Approved/Vetoed by the County Executive March 2, 2021

  
Calvin Ball, County Executive

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

1           **WHEREAS**, Symphony Woods, LLC, a Maryland limited liability company, is  
2 the fee simple owner of approximately 1,653 square feet of office space, commonly  
3 known as Suite 503 located at 5950 Symphony Woods Drive, Columbia, Maryland, (the  
4 “Leased Premises”); and

5  
6           **WHEREAS**, on or about September 22, 2010, the County entered into a Full-  
7 Service Office Building Lease Agreement (the “Original Lease”) with Symphony Woods  
8 LLC, attached hereto as Exhibit 1, for a term of 9 months, ending on June 30, 2011; and

9  
10           **WHEREAS**, from 2011-2020, there have been a series of one-year extensions of  
11 the Original Lease; and

12  
13           **WHEREAS**, on or about July 1, 2020, the County began an eighth renewal  
14 period as authorized by the passage of Council Bill No. 5-2020, for a term to expire on  
15 June 30, 2023; and

16  
17           **WHEREAS**, the parties have agreed to expand the Leased Premises by 184  
18 square feet for a total Leased Premises of 1,837 square feet which will result in an  
19 increased rent for the term of the Lease that expires on June 30, 2023; and

20  
21           **WHEREAS**, the County wishes to enter into a Ninth Amendment of Lease,  
22 substantially in the form attached hereto as Exhibit 2, in order to expand the Leased  
23 Premises for the term that expires on June 30, 2023; and

24  
25           **WHEREAS**, such an amendment requires the payment by the County of funds  
26 from an appropriation in a later fiscal year and therefore requires County Council  
27 approval as a multi-year agreement pursuant to Section 612 of the Howard County  
28 Charter.

29  
30           **NOW, THEREFORE,**  
31

1 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in  
2 accordance with Section 612 of the Howard County Charter, it approves the Ninth  
3 Amendment of Lease between Howard County, Maryland and Symphony Woods LLC,  
4 substantially in the form attached as Exhibit 2.

5  
6 **Section 2. And Be It Further Enacted** by the County Council of Howard County,  
7 Maryland that the County Executive is hereby authorized to execute the Ninth  
8 Amendment of Lease for such term in the name of and on behalf of the County.

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

19  
20 **Section 4. And Be It Further Enacted** by the County Council of Howard County,  
21 Maryland that this Act shall be effective immediately upon its enactment.

**FULL SERVICE OFFICE BUILDING LEASE AGREEMENT**

THIS AGREEMENT OF LEASE (the "Lease") is made this 24<sup>th</sup> day of September, 2010 (the "Effective Date"), by and between SYMPHONY WOODS, LLC (the "Landlord"), a Maryland limited liability company, and HOWARD COUNTY, MARYLAND (the "Tenant"), a body corporate and politic.

WITNESSETH, that Tenant covenants and agrees with Landlord as follows:

**LEASED PREMISES**

1. Landlord is the owner of property located at 5950 Symphony Woods Drive, Columbia, Maryland, comprising an office building (hereinafter referred to as the "Building"), with amenities such as a fitness center and deli, and comprising the land upon which the Building is situated, and any additional facilities in subsequent years as may be determined by Landlord to be reasonably necessary or desirable for the management, maintenance or operation of the Building (hereinafter referred to as the "Property").

Landlord does hereby lease unto Tenant, and Tenant does hereby lease from Landlord, that portion of the Building on the fifth (5th) floor comprising a total of approximately 2,357 square feet of rentable area spanning two office suites, commonly known as Suite 503 comprising approximately 1,653 square feet of rentable area ("Suite 503") and a portion of Suite 504 comprising approximately 704 square feet of rentable area ("Suite 504") (Suite 503 and Suite 504 collectively referred to herein as the "Leased Premises"), as identified on Exhibit A attached hereto and incorporated herein. Notwithstanding the foregoing, Landlord and Tenant hereby acknowledge and agree that (i) Suite 504 is currently subject to: (A) that certain Lease dated June 15, 2005 (as amended and assigned, the "Suite 504 Lease"), by and between Landlord, as successor-in-interest to Liberty Property Limited Partnership, a Pennsylvania limited partnership, and IntegriGuard, LLC, a limited liability company ("504 Tenant"), as successor-in-interest to Lumetra, a California non-profit corporation; and (B) that certain Sublease dated April 14, 2008 (the "504 Sublease"), by and between 504 Tenant and Red Arch Solutions, Inc., a Virginia corporation; (ii) the 504 Lease shall expire on January 31, 2011 and the 504 Tenant has elected not to extend the 504 Lease; (iii) the 504 Sublease shall expire on January 31, 2011, concurrently with the 504 Lease; and (iv) the termination of the 504 Lease and 504 Sublease is a condition precedent to the effectiveness of this Lease with respect to Suite 504. Tenant shall have the right of access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week during the Term; provided, however, Tenant hereby acknowledges and agrees that as of the date of this Lease, the doors of the Building are locked Saturday and Sunday and also between the hours of 6:00 p.m. and 7:00 a.m., Monday through Friday, such that access to the Leased Premises requires use of the Building's access control system. Landlord shall provide Tenant with use of the Building's access control system to access the Building during the hours that the Building is locked.

**TERM**

2. The initial term of this Lease (the "Initial Term") shall be for a period of nine (9) months commencing on the first (1<sup>st</sup>) day of October, 2010 (the "Commencement Date"), and ending at 11:59 p.m.

on the thirtieth (30th) day of June, 2011 (the "Initial Term Expiration Date"), unless the Lease is earlier terminated or extended pursuant to any other provision of this Lease or applicable law.

a. Extension of Initial Term. Notwithstanding the foregoing, during the Initial Term, Tenant shall exercise commercially reasonable efforts to obtain County Council approval (the "County Council Approval") to extend the Initial Term of the Lease for an additional five (5) years commencing on July 1, 2011 through June 30, 2016 (the "Extended Term"). Prior to the expiration of the Initial Term Expiration Date, Tenant shall provide Landlord with written notice (the "Approval Notice") setting forth whether Tenant has obtained County Council Approval. To the extent Tenant receives County Council Approval prior to the Initial Term Expiration Date, the parties shall promptly execute an amendment to this Lease extending the Initial Term for an additional five (5) years upon the same terms and conditions set forth herein (the "Term") and confirming that Suite 504 is part of the Leased Premises and will be delivered to Tenant no later than March 1, 2011. If Tenant does not obtain County Council Approval, then (i) subject to Tenant exercising the Extension Options set forth in Section 2(b) below, the Initial Term shall expire on the Initial Term Expiration Date, and (ii) Tenant shall reimburse Landlord the unamortized amount equal to all reasonable out-of-pocket costs actually incurred by Landlord in connection with the Landlord's Work (as defined in Section 5 below) (collectively, the "Reimbursable Costs") amortized on a straight-line basis over the contemplated initial five (5) year nine (9) month Term of this Lease (the "Reimbursement Payment"). Notwithstanding the foregoing, to the extent applicable, neither the Reimbursable Costs or the Reimbursement Payments shall include costs or payments for the Landlord's Work that Tenant has already paid as part of the Annual Rent or Additional Rent as provided for in this Lease. Within ten (10) business days following Landlord's receipt of Tenant's Approval Notice, Landlord shall provide Tenant with the amount of the Reimbursable Costs together with invoices and other reasonably requested documentation evidencing such costs and the amount of the Reimbursement Payment that would be due upon the Initial Term Expiration Date and upon the subsequent, annual Term Expiration Dates if Tenant exercises an Extension Option as provided in Section 2(b) below, other than the Term Expiration Date of June 30, 2016 upon which no Reimbursable Costs or Reimbursement Payment would be due and owing. Tenant shall pay Landlord the applicable Reimbursement Payment upon receiving a written confirmation from Landlord that acknowledges the termination of this Lease and that Landlord has no, or waives all, claims against Tenant relating to the Lease and the termination thereof as of the termination date, excepting the payment of the Reimbursement Payment and all other amounts due and owing to Landlord pursuant to this Lease through the termination date. Tenant's obligation to pay Landlord the Reimbursement Payment shall survive the expiration or earlier termination of this Lease. (The Initial Term and the Extended Term and any Option Period, defined below in Section 2(b), may be referred to in this Lease as the "Term".)

b. Extension Options. To the extent Tenant does not receive County Council Approval prior to the Initial Term Expiration Date, and if, at the end of the Initial Term or subsequent Option Period of this Lease, (a) Tenant is not in default of any of the terms, conditions or covenants of this Lease, beyond any applicable notice and cure period, and (b) Tenant has not assigned or sublet the Leased Premises, then

Tenant shall have the option to extend the Term (each, an "Extension Option") for five (5) additional periods of one (1) year each (each, an "Option Period") upon the same terms and conditions contained in this Lease with the following exceptions: (i) the Annual Rent for each Option Period shall be as set forth in Section 3 below; (ii) there shall be no further extensions of the Term following the expiration of the second Option Period, unless granted by Landlord in writing; and (iii) Tenant will not be granted any rental concessions, rental abatement or finish-out allowances during the Option Periods.

The Extension Options are personal to the original Tenant and may not be exercised or assigned, voluntarily or involuntarily, by or to any person or entity other than such original Tenant. Further, the Extension Options are not assignable separate and apart from this Lease. In the event that at the time an Extension Option is exercisable by Tenant, this Lease has been assigned or a sublease exists, the Extension Option(s) shall automatically terminate and shall be deemed null and void, and Tenant, any assignee or any sublessee shall not have the right to exercise such Extension Option. Notwithstanding anything to the contrary contained herein, if an assignment or sublease has been made to another governmental or quasi-governmental department, division or agency of Howard County, Maryland or the State of Maryland (a "Government Agency"), the Extension Options may be exercised by the Government Agency.

c. Extension Notice. If Tenant desires to exercise an Extension Option to extend the Term (subject to Tenant's compliance with the standards set forth herein), Tenant shall notify Landlord in writing of Tenant's intention to do so at least one hundred twenty (120) calendar days prior to the expiration date of the Term. After proper and timely exercise of the Extension Option by Tenant, all references in this Lease to "Term" shall be considered to mean the Initial Term or Option Period as extended, and all references in this Lease to the expiration date or to the end of the Term shall be considered to mean the termination or end of the applicable Option Period.

d. Early Occupancy. Tenant and its authorized agents, employees and contractors shall have the right, from and after September 20, 2010, at Tenant's own risk, expense and responsibility, to occupy the Leased Premises. If Tenant occupies the Leased Premises prior to the Commencement Date, Tenant shall abide by the terms and conditions of this Lease, including payment of any additional rent or sums payable by Tenant to Landlord pursuant to the Lease as if the Term had already commenced, except that Tenant shall have no obligation to pay Annual Rent or any portion thereof until the Commencement Date. Tenant shall provide certificates of insurance evidencing the existence and amounts of liability insurance carried by Tenant and its agents and contractors, or Tenant's self-insurance coverage, reasonably satisfactory to Landlord, prior to such early occupancy.

e. Early Termination. Notwithstanding anything to the contrary contained in this Lease, in the event that County Council Approval is not obtained and/or funding is not appropriated by Tenant for the designated term, Tenant shall have the right to terminate this Lease on/or before June 30, 2011, or on or before the end of any Option Period by giving the Landlord one hundred twenty (120) days' advanced written notice. In the event that Tenant terminates the Lease under this Section 2(e), then Tenant shall be

liable for the Reimbursement Payment described in Section 2(a), unless otherwise provided for in this Lease.

RENT

3. Tenant shall pay to Landlord a base annual rental (hereinafter called "Annual Rent") calculated as \$20.00 per square foot for full service, Commencing as of the Commencement Date, Tenant shall pay the Annual Rent for Suite 503 of the Leased Premises in monthly installments of \$2,765.00. Commencing as of the date of Landlord's delivery of Suite 504 of the Leased Premises in accordance with Section 5 below, Tenant shall pay the Annual Rent for the entire Leased Premises in monthly installments equal to \$3,928.33. On the one (1) year anniversary of the Commencement Date, and each anniversary thereafter during the Term (including any Option Period), Annual Rent shall be increased by an amount equal to four percent (4%) of the then-current Annual Rent. The Annual Rent is intended to be gross rent other than with respect to Tenant's obligations to pay Tenant's Pro Rata Share (defined below) of Landlord's estimated annual real estate taxes in excess of the real estate tax amount paid by Landlord for Fiscal Year 2011 as set forth in Section 6. Landlord may invoice Tenant separately from time to time for Tenant's Pro Rata Share of any extraordinary or unanticipated costs of providing security and/or snow removal for the Property in excess of the Building's budget.

Tenant agrees to pay each installment of the Annual Rent in advance on the first day of each and every month, promptly as and when due without any setoff or deduction whatsoever. Said rental shall be paid to: Symphony Woods, LLC, c/o Washington Capitol Management, LLC, 1101 30th Street, N. W., Suite 210, Washington, DC 20007, or in such manner and at such other place or to such appointee of Landlord, as Landlord may from time to time designate in writing.

For purposes of this Lease, Tenant's Pro Rata Share is a fraction, the numerator of which is the number of rentable square feet in the Leased Premises and the denominator of which is the number of square feet in the Building, subject to adjustment from time to time as such areas may change. As of the Effective Date, the number of square feet in the Building equals 96,868 square feet.

ADDITIONAL RENT:

4. All sums of money other than Annual Rent required to be paid by Tenant to Landlord pursuant to the terms of this Lease, unless otherwise specified herein, shall be considered additional rent (hereinafter referred to as "Additional Rent"), and shall be collectible by Landlord as Additional Rent, in accordance with the terms of this Lease

DELIVERY OF POSSESSION/BENEFICIAL OCCUPANCY

5. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of Suite 503 of the Leased Premises when Landlord advises Tenant in writing that the Landlord's Suite 503 Work (as defined below) has been "Substantially Completed" (as defined below) and Tenant has completed its walk-through inspection and either accepts the Leased Premises "AS IS" or Tenant delivers a punch list of items to Landlord to be completed by Landlord as soon as reasonably possible.

Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of Suite 504 of the Leased Premises when Landlord advises Tenant in writing that the Landlord's Suite 504 Work (as defined below) has been Substantially Completed and Tenant has completed its walk-through inspection and indicates it will accept the Premises "AS IS" or Tenant delivers a punch list of items to Landlord to be completed by Landlord as soon as reasonably possible. "Substantially completed" shall mean completion of Landlord's Suite 503 Work and/or Landlord's Suite 504 Work, as applicable, except for punch list items, such that Tenant is legally permitted to occupy the Leased Premises without material impediment arising from incomplete or defective performance of Landlord's Suite 503 Work and/or Landlord's Suite 504 Work, as applicable. Promptly following substantial completion of Landlord's Suite 503 Work and/or Landlord's Suite 504 Work, as applicable, Landlord shall exercise its commercially reasonable efforts to obtain a certificate of use and occupancy issued by the Department of Inspections, Licensing and Permits of Howard County, Maryland as soon as reasonably possible.

Landlord anticipates delivering possession of Suite 503 of the Leased Premises to Tenant on or before October 1, 2010. Landlord anticipates delivering possession of Suite 504 of the Leased Premises to Tenant on or before March 1, 2011. If Landlord encounters delays in delivering possession of the Leased Premises to Tenant, this Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay. Notwithstanding anything to the contrary contained herein, if Suite 503 of the Leased Premises is not delivered to Tenant on or before November 1, 2010, subject to extension for Events of Force Majeure (as defined below) and completion of any punch list items, or Suite 504 of the Leased Premises is not delivered to Tenant on or before April 1, 2011, subject to extension for Events of Force Majeure and completion of any punch list items, then Tenant may terminate this Lease without any further obligation or liability to Landlord, including without limitation the obligation to make any or all Reimbursement Payments. As used herein, the term "Events of Force Majeure" shall mean any delay encountered by Landlord in carrying out its obligations under this Section 5 resulting from strikes, lockouts, earthquakes, floods, unavailability of labor, inclement weather, unavailability of standard materials, customary facilities, equipment or supplies, governmental building moratoriums, governmental or administrative action or inaction, riot, insurrection, mob violence or civil commotion, war, acts of God, delays or inaction by utility providers, or other acts beyond the reasonable control of Landlord and not due to Landlord's acts or omissions or financial condition (individually or collectively, "Events of Force Majeure").

As used herein, the term "Landlord's Suite 503 Work" shall mean: (i) painting Suite 503 (Tenant and Landlord shall mutually agree upon a paint color within five (5) business days following the full execution of this Lease); (ii) replacing damaged portions of the existing carpet as reasonably identified by Tenant within five (5) business days following the full execution of this Lease; and (iii) relocating walls pursuant to the Architect Plans (as defined below), and installing insulation between the walls identified in Exhibit B-1 attached hereto.

As used herein, the term "Landlord's Suite 504 Work" shall mean: (a) painting Suite 504 (Tenant and Landlord shall mutually agree upon a paint color within ten (10) business days following the



termination date of the 504 Lease and 504 Sublease, which termination date shall be January 31, 2011); (b) replacing damaged portions of the existing carpet within Suite 504 as reasonably identified by Tenant within ten (10) business days following the termination date of the 504 Lease and 504 Sublease, which termination date shall be January 31, 2011; and (c) relocating walls pursuant to the Architect Plans and installing insulation between the walls identified and shown in Exhibit B-1 attached hereto. The Landlord's Suite 503 Work and Landlord's Suite 504 Work are collectively referred to herein as the "Landlord's Work."

Subject to reimbursement pursuant to Section 2 above, all of Landlord's Work shall be performed at Landlord's expense and in a good and workmanlike manner and consistent with the layout of that certain space plan prepared by Gorman Architects dated May 3, 2010 (as modified on June 16, 2010) and attached hereto as Exhibit B-2 (the "Architect Plans"). Landlord's Work shall comply with all applicable governmental permits, laws, ordinances and regulations. Landlord shall obtain, at Landlord's expense, and comply with all permits required by all public authorities in connection with the performance of the Landlord's Work, collectively, the "Building Permits". Landlord's Suite 503 Work shall be substantially completed within ten (10) business days after the full signing of the Lease and Landlord's receipt of the necessary Building Permits for the Landlord's Suite 503 Work. Landlord's Suite 504 Work shall be substantially completed within fifteen (15) business days after the termination date of the 504 Lease and 504 Sublease, which termination date shall be January 31, 2011, and Landlord's receipt of the necessary Building Permits for the Landlord's Suite 504 Work. "Punch list" items, as referred to in this Section 5, are items that will require correction but that will not materially interfere with, or cause a delay to, Tenant's build-out and occupancy of the Leased Premises as contemplated herein. Within fifteen (15) days following the date of delivery of possession of Suite 503 of the Leased Premises or Suite 504 of the Leased Premises, as applicable, Tenant shall deliver a punch list, if any, with respect to Suite 503 or Suite 504, as applicable, to Landlord. Landlord agrees to correct all such punch list items as soon as reasonably practicable, but in any event no later than twenty (20) business days from the date of the punch list.

Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of any portion of the Leased Premises to Tenant until Landlord has received from Tenant all of the following: (i) a copy of this Lease, fully executed by Tenant, (ii) the \$2,755.00 monthly installment of Annual Rent due and payable for October, 2010, which will be paid upon Landlord signing the Lease, and (iii) the security deposit, which will be paid upon Landlord signing the Lease, and (iv) copies of policies of insurance or certificates thereof as required under Article 10 of this Lease.

Except as expressly provided in Section 2(d) above (Early Occupancy), occupancy in any manner and in any part of the Leased Premises shall be deemed to be beneficial occupancy and installments of Annual Rent shall be due on the part of Tenant. Beneficial occupancy and Annual Rent thereby due shall not depend on official government approval of such occupancy, state of completion of the Building, availability or connection of utilities and services such as but not limited to sewer, water, gas, oil or

electric. No credit for Annual Rent shall be given due to lack of utilities or services, unless caused by the gross negligence of, or non-payment by, Landlord.

ANNUAL TAX ADJUSTMENT AND EXCESS EXPENSE ADJUSTMENT

6. a. REAL PROPERTY TAX ADJUSTMENT. Commencing on the first anniversary of the Commencement Date, Tenant shall pay, as Additional Rent, Tenant's Pro Rata Share of Landlord's annual real estate taxes in excess of the amount billed and paid by Landlord for the base year of Fiscal Year 2011, if any, (the "Tenant's Tax Adjustment"). The parties acknowledge that the "Fiscal Year" commences on July 1 and ends on June 30. Whenever Tenant's Pro Rata Share is used to determine a charge it is understood that it may be subject to change due to a subsequent increase or decrease of the rentable area of the Leased Premises.

b. EXCESS EXPENSE ADJUSTMENT. Tenant shall pay, as Additional Rent, Tenant's Pro Rata Share of what Landlord reasonably deems extraordinary expenses for snow removal or security costs, not specifically due to any individual tenants or the Landlord's management of the Building, in excess of the Building's annual operating budget (the "Excess Expense Adjustment").

c. BILLING. Within sixty (60) days after July 1 of each lease year, Landlord shall submit a statement (hereinafter referred to as the "Adjustment Statement") to Tenant setting forth the actual real estate taxes for FY 2011 and the actual real estate taxes for the current Fiscal Year and the amount of Tenant's Tax Adjustment, if any, and the amount of the Excess Expense Adjustment. The Adjustment Statement shall include a copy of all pertinent bills and budget pages, including without limitation a copy of the FY 2011 real property tax bill, the current Fiscal Year real property tax bill, and the pertinent portions of the Building's current annual operating budget. If Tenant has no dispute regarding the Adjustment Statement, Tenant will pay the total amount of Tenant's Tax Adjustment and the Excess Expense Adjustment with the next payment of Annual Rent that is at least thirty (30) days from the date of the Landlord's billing statement. If Tenant disputes the amount owed, then Tenant shall pay under protest as Landlord and Tenant resolve the discrepancy in a diligent and timely manner, and Landlord and/or Tenant, as applicable, shall pay Tenant or Landlord, as applicable, any adjustment due between the amount paid and the agreed upon amount within thirty (30) days from receipt of the revised Adjustment Statement.

USE

7. Tenant shall use and occupy the Leased Premises solely for the following purpose: General office use and other legally permitted uses approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

LAWS AND REGULATIONS

8. Tenant shall observe and comply with and execute at its expense, all laws, orders, rules, requirements, ordinances and regulations of the United States, State, City or County of the said State, in which the Leased Premises are located, and of all governmental authorities or agencies and of any board

of the fire underwriters or other similar organization (collectively the "Legal Requirements"), respecting the Leased Premises and the manner in which said Leased Premises are or should be used by Tenant.

ASSIGNMENT AND SUBLET

9. Tenant shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any persons other than Tenant or a Government Agency (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall make any request for Landlord's consent to a Transfer by written notice to Landlord. Any Transfer made without Landlord's prior written consent shall be null, void and of no effect, and shall constitute a default by Tenant under this Lease. Each time Tenant requests Landlord's consent to a proposed Transfer, whether or not Landlord shall grant consent, within thirty (30) days after written request by Landlord, as Additional Rent hereunder, Tenant shall pay to Landlord One Thousand Dollars (\$1,000.00) for Landlord's review and processing fees.

Notwithstanding anything to the contrary contained in the Lease, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any written notice requesting Landlord's consent to a Transfer, to recapture the space that is the subject of Tenant's request for consent (the "Subject Space"). Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the written notice requesting Landlord's consent to a Transfer as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the written notice requesting Landlord's consent to a Transfer. If this Lease shall be canceled with respect to less than the entire Leased Premises, the Annual Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Leased Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space under this Section, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee. Landlord shall be entitled to any additional considerations over and above those stated in this Lease, which are obtained in or for the Transfer. If Landlord consents to such assignment or subletting, Tenant shall not be relieved from any liability whatsoever under this Lease, unless in the event that the assignee or sublessee has a financial status equal to or better than Tenant's (which the parties acknowledge may be satisfied only by another Government Agency).

INSURANCE

10. a. TENANT'S INSURANCE

Throughout the term of this Lease, Tenant shall obtain and maintain:

1. Business Personal Property insurance covering Special Causes of Loss.

The Business Personal Property insurance shall not be in an amount less than that required to replace all of the Tenant's trade fixtures, decorations, furnishings, equipment and personal property and in an amount required to avoid the application of any coinsurance provision. Such Business Personal Property insurance shall contain a Replacement Cost valuation provision. This requirement is not intended to have Tenant obtain or maintain business interruption insurance.

2. Commercial General Liability insurance (written on an occurrence basis).

The Commercial General Liability shall include Contractual Liability coverage insuring the obligations assumed by Tenant under this Lease, Premises and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability insurance shall be in minimum amounts typically carried by prudent businesses engaged in similar operations, but, unless otherwise approved by Landlord in writing, in no event shall be in an amount less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a One and One-Half Million Dollar (\$1,500,000) annual aggregate.

3. Workers' Compensation Insurance Including Employer's Liability Insurance.

Unless otherwise approved by Landlord in writing, such Workers' Compensation Insurance shall be for the statutory benefits which may, from time to time throughout the term of this Lease, become payable in the jurisdiction in which the Leased Premises are located. Unless otherwise approved by Landlord in writing, such Employer's Liability Insurance shall be in amounts not less than One Hundred Thousand Dollars (\$100,000) for each accident, Five Hundred Thousand Dollars (\$500,000) as a policy limit for disease and One Hundred Thousand Dollars (\$100,000) per employee for disease. Such Workers' Compensation Insurance will include a Waiver of Subrogation in favor of Landlord.

All such insurance shall: (1) be issued by a company that is "Admitted" to do business in the jurisdiction in which the Leased Premises are located, and that has a rating equal to or exceeding A: XI from A.M. Best Company; (2) (except for Workers' Compensation and Employer's Liability) name Landlord, the managing agent of the Building (if any) and the holder of any Mortgage as Additional Insureds/Loss Payees, as applicable; (3) contain an endorsement prohibiting cancellation or failure to renew without the insurer first giving Landlord thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action (no less than ten [10] days' notice of cancellation or failure to renew for non-payment of premium).

No such Commercial General Liability, Workers' Compensation or Employer's Liability Insurance shall contain a self-insured retention provision except as otherwise provided in this Lease or approved in writing by Landlord, which approval shall not be unreasonably withheld. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings as that which contains the Leased Premises to require similar-sized tenants in similar industries to carry insurance of such higher minimum amounts or of different types. At the commencement of this Lease, Tenant shall deliver a certificate of all required

insurance and will continue throughout the term of this Lease to do so from time to time as requested by the Landlord. Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

4. Notwithstanding anything to the contrary contained in this Lease or in this Section 10, Landlord acknowledges that Tenant is self-insured and shall maintain or appropriate reasonable reserves or funds, as the case may be, to cover the same claims, losses and damages that might arise or be incurred during its occupancy of the Leased Premises as would be covered under the insurance requirements set forth in this Section 10(a).

b. WAIVER OF SUBROGATION AND INDEMNITY

1. As long as all of Landlord's insurance policies provide for a waiver of subrogation against Tenant, its successors, employees, agents, representatives and any other party required to be the recipient of such a waiver under the terms of any written contract or agreement with Tenant pertaining to this Lease and/or to the Leased Premises, in connection with any loss or damage covered by such policy, either all insurance maintained by Tenant, or Tenant under its self-insurance structure, shall provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord, its partners, employees, agents, representatives and any other party required to be the recipient of such a waiver under the terms of any written contract or agreement with Landlord pertaining to this Lease and/or to the Leased Premises, in connection with any loss or damage covered by such policy.

2. Subject to Maryland's Local Government Tort Claims Act, approved budget appropriations and applicable law, Tenant shall indemnify and hold harmless Landlord from and against all claims, damages, losses, liabilities, judgments, costs and/or expenses, including, but not limited to reasonable attorneys' fees, (i) relating to or arising out of Tenant's sole acts or omissions from the use and occupancy of the Leased Premises; or (ii) due to or arising out of any mechanic's lien filed against the Building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to Tenant, which has not been bonded by the County or contested by the County in accordance with the State court procedures. The provisions of this Section shall survive the termination of this Lease for a period of two (2) years with respect to any claims or liability accruing prior to such termination. Notwithstanding anything to the contrary contained in this Section 10(b)(2), Tenant will act in good faith to secure appropriations sufficient to meet its obligations under this Section. Nothing contained in this Section 10(b)(2) or this Lease shall be construed as the Tenant having waived any of the defenses of immunity provided to it under law.

c. LANDLORD'S INSURANCE

Throughout the term of this Lease, Landlord shall obtain and maintain:

1. Real Property Insurance against Special Causes of Loss.

Said insurance shall be subject to Replacement Cost valuation covering the Building and all of Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision.

2. Commercial General Liability Insurance (written on an occurrence basis).

Said insurance shall include Contractual Liability coverage insuring the obligations assumed by Landlord under this Lease, Leased Premises and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability Insurance shall be in amounts not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate, but such limits may be increased if deemed necessary by Landlord.

ALTERATIONS

11. a. Tenant shall make no alterations, installations, additions or improvements (herein collectively referred to as "Alterations") in or to the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed in the case of non-structural alterations, and may be withheld in Landlord's sole and absolute discretion in the case of structural alterations, and then only by contractors or mechanics reasonably approved by Landlord, and at such times and in such manner as Landlord may from time to time reasonably designate.

b. If Tenant shall desire to make any Alterations, plans for the same shall first be delivered to Landlord, and the Alterations shall be constructed by Landlord's contractors or mechanics, unless other contractors or mechanics are approved by Landlord, all at Tenant's expense, and the cost of said Alterations shall be due and payable to Landlord as Additional Rent. In the event that a building permit is required, Landlord shall have the first option to submit the permit application on behalf of the Tenant. Any permit cost shall be at Tenant's expense. Such Alterations shall become the property of Landlord as soon as they are affixed to the Leased Premises and all rights, title and interest therein of Tenant shall immediately cease, unless otherwise agreed to in writing. Landlord may from time to time make available to tenants of the Building the services of its architect to provide test fits.

c. Tenant's plan to install cork or other sound proofing paneling in the conference rooms of the Leased Premises hereby is approved by Landlord and Tenant may install said paneling using its own employees or requirements contractors.

REPAIRS AND MAINTENANCE

12. a. Tenant shall maintain the interior of the Leased Premises in good order and condition, ordinary wear and tear excepted. Landlord shall maintain the interior common areas of the Building, the roof and the exterior of the Building, as well as the structure thereof, and shall maintain the exterior common areas, if any, the parking facilities, and the Property, all in good order and repair, reasonable wear and tear excepted.

b. Tenant shall, at the expiration of the Term or at the sooner termination thereof by forfeiture or otherwise, deliver-up the Leased Premises in the same good order and condition as they were at the beginning of the tenancy, reasonable wear and tear excepted.

SERVICES

13. a. At no additional cost or expense to Tenant, Landlord shall furnish the Leased Premises with electricity suitable for Tenant's Intended use as general office space, heating and air conditioning for the comfortable use and occupancy of the Leased Premises between 8:00 A.M. and 6:00 P.M., Monday through Friday and on Saturdays, 9:00 A.M. through 12:00 P.M. (hereinafter called "Normal Business Hours") of each week during the Term (legal and other business holidays excepted), janitorial service and trash removal, Monday through Friday of each week during the Term (legal and other business holidays excepted), all at Landlord's expense. Additionally, Landlord, at its sole expense, shall (i) provide common area utilities and insurance consistent with the requirements set forth in Section 10(c) above, and (ii) maintain and repair all HVAC, electrical, plumbing and mechanical systems servicing the Building and the Leased Premises, the Building (excluding the interior of the Premises) and common areas of the Property.

If Tenant shall require electrical current or install electrical equipment including but not limited to, electrical heating, additional or supplemental air conditioning equipment, or machines or equipment using current in excess of 110 volts, which will in any way increase the amount of the electricity usually furnished for use as general office space, or if Tenant shall intend to use the Leased Premises in such a manner that the services to be furnished by Landlord hereunder would be required during periods other than or in addition to the Normal Business Hours, Tenant shall be required to obtain Landlord's written approval, which will not be unreasonably withheld, conditioned or delayed, and Tenant agrees to pay periodically for the additional direct expense to Landlord resulting from the same including expenses resulting from any such installation of equipment as Additional Rent. Providing Heating, Ventilating and Air Conditioning ("HVAC") service beyond the Normal Business Hours will be billed directly to Tenant as Additional Rent, on a per HVAC unit, per hour basis. To contract for additional HVAC service, Tenant must contact Landlord at least twenty four (24) hours prior to the time period Tenant requires additional HVAC services and in the event Tenant requires HVAC service on Sunday, Tenant must contact Landlord prior to Noon on the Friday previous to the Sunday requirement. The rate for HVAC override charges will be as determined by Landlord from time to time.

b. Landlord shall furnish, supply and maintain any hallways, stairways, lobbies, elevators, restroom facilities and maintain the grounds, parking facilities and other common areas of the Property, all at Landlord's expense except as may be otherwise provided in this Lease.

c. Landlord shall provide necessary passenger elevator service during the Normal Business Hours as described herein. Tenant shall obtain Landlord's written consent prior to using the elevators for any use other than passenger service. Landlord reserves the right to exclude any other use of the elevators during Normal Business Hours of the Building, except that Landlord will provide access and use to Tenant twenty-four (24) hours per day, seven (7) days per week during the Term.

d. Landlord shall have no liability or responsibility to supply heat, air conditioning, elevator, plumbing, cleaning, and/or electric service, when prevented from so doing by laws, orders or regulations of any Federal, State, County or Municipal authority or by strikes, accidents, or by any other cause whatsoever, beyond Landlord's control and shall have no liability whatsoever for any interruptions in utility services, except for the interruptions caused by Landlord's non-payment, gross negligence or willful misconduct.

DEFAULT

14. If Tenant shall fail to pay installments of Annual Rent, Additional Rent, or any other sum required by the terms of this Lease to be paid by Tenant and such failure shall continue for five (5) days after Landlord has given written notice to Tenant and/or in case Tenant shall fail to comply with any of the non-monetary provisions, covenants, or conditions of this Lease, on its part to be kept and performed, and such default shall continue for a period of ten (10) days after Landlord has given written notice to Tenant, then, upon the happening of any such event, and in addition to any and all other remedies that may thereby accrue to Landlord, Landlord may do the following:

a. Landlord's Election to Retake possession without Termination of Lease. Landlord may retake possession of the Leased Premises and shall have the right, without being deemed to have accepted a surrender thereof, and without terminating this Lease, to relet the same for the remainder of the Term upon terms and conditions satisfactory to Landlord; and if the rent received from such reletting does not at least equal the rent payable by Tenant hereunder, Tenant shall pay and satisfy the deficiency between the amount of rent so provided in this Lease and the rent received through reletting the Leased Premises; and, in addition, Tenant shall pay reasonable expenses in connection with any such reletting, including (i) reasonable attorney's fees incurred in legal actions taken against Tenant for such default, (ii) the cost of renovating, altering and decorating for any occupant, less the aggregate amount of the Reimbursement Payments collected under this Lease and the Improvement costs paid for by the replacement tenant, and (iii) leasing commissions for the remaining years of the unexpired term under this Lease if such commissions are contractually due and paid to the real estate broker or agent responsible for the leasing transaction between Landlord and Tenant.

b. Landlord's Election to Terminate Lease. Landlord may terminate the Lease and forthwith repossess the Leased Premises; and be entitled to recover as damages a sum of money equal to the total of the following amounts:

- i. any unpaid rent or any other outstanding monetary obligation of Tenant to Landlord under the Lease;
- ii. the balance of the rent for the remainder of the Term less all rent received if the Leased Premises is subleased under the terms of the Lease;
- iii. damages for the wrongful withholding of the Leased Premises by Tenant;
- iv. all legal expenses, including reasonable attorney's fees, expert and witness fees, court costs and other costs incurred in exercising its rights under the Lease;



v. all reasonable costs incurred in recovering the Leased Premises, and restoring the Leased Premises to good order and condition, less the aggregate amount of the Reimbursement Payments collected under this Lease and the improvement costs paid for by the replacement tenant;

vi. all leasing commissions for the remaining years of the unexpired term under this Lease if such commissions are contractually due and paid to the real estate broker or agent responsible for the leasing transaction between Landlord and Tenant.

#### DAMAGE

15. In the case of the total destruction of said Leased Premises by fire, other casualties, the elements, or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by Tenant for more than sixty (60) days, this Lease, upon surrender and delivery to Landlord by Tenant of the said Leased Premises, together with the payment of the Annual Rent to the date of such occurrence and a proportionate part thereof to the date of surrender, shall terminate and be at an end, and the parties shall have no further obligations or liabilities under this Lease from the date of said termination, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term. If the Leased Premises are rendered partly untenable by any cause mentioned in the preceding sentence, Landlord shall, at its own expense, within one hundred ten (110) days from the date of the damage restore the base, shell, and core of the Leased Premises with reasonable diligence, including without limitation modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, and the rent shall be abated proportionately for the period of said partial untenability and until the base, shell, and core of the Leased Premises shall have been fully restored by Landlord.

Notwithstanding the terms of the foregoing paragraph, Landlord may elect not to rebuild and/or restore the Leased Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of damage, such notice to include a termination date giving Tenant ninety (90) days, from the date of said notice, to vacate the Leased Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Leased Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred ten (110) days of the date of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or ground or underlying lessor with respect to the Property and/or the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; or (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. In addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the last twelve (12) months of the Term, then notwithstanding anything contained in this Section, Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall cease and terminate as of the date of such notice. Upon any

such termination of this Lease pursuant to this Section, Tenant shall pay the Annual Rent and Additional Rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term.

#### BANKRUPTCY

16. In the event of the appointment of a receiver or trustee for Tenant by any Federal or State court, in any legal proceedings under any provision of the Bankruptcy Act; if the appointment of such receiver or such trustee is not vacated within sixty (60) days, or if said Tenant be adjudicated bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, then and in any of said events, Landlord may, at its option, terminate this tenancy by ten (10) days written notice, and re-enter upon said Leased Premises.

#### PARKING

17. During the Term, Tenant shall have the non-exclusive right to use the covered and surface parking for the Project free of charge; provided, however, Tenant acknowledges that other tenants of the Project shall also have the right to use such parking spaces and Landlord makes no representation or warranty with respect to the number of parking spaces available for Tenant's use, except that there should be approximately 4.18 spaces per One Thousand (1,000) rentable square feet in the Building.

#### SIGNS

18. Signage criteria for the Building has been established by Landlord and all such information for Tenant's suite sign and directory strip sign shall be submitted to Landlord for Landlord's approval of confirmation to this criteria, which approval shall not be unreasonably withheld, conditioned or delayed. Once approved by Landlord, Landlord will order and install Tenant's signage on the Building's directory and next to the main entrance to the Leased Premises, using building standard designs and materials. The cost to manufacture the signage shall be solely at Landlord's expense.

#### LIABILITY

19. Landlord shall not be liable to Tenant for any loss, damage or injury to Tenant or to any other person, or for any loss or damage to the property of Tenant or of any other person within the common areas, unless such loss, damage or injury shall be caused by or result from an act or omission solely on the part of Landlord or any of its agents, servants, or employees, unless otherwise provided for herein.

#### RIGHT OF ENTRY

20. It is understood and agreed that Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall have, upon reasonable notice to Tenant, the right, license and permission, at any and all reasonable times, and for any reasonable purpose whatsoever, to enter through, across or upon the Leased Premises or any part thereof, and, at the option of Landlord, to make such reasonable repairs to or changes in said Leased Premises as Landlord may deem necessary or proper. Notwithstanding the foregoing, (i) Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall not interfere with the business or operations of Tenant, and (ii) if Tenant is conducting sensitive security operations at the time planned for an entry by

Landlord or anyone acting by, through or under Landlord, then Landlord shall reschedule such entry with Tenant to a mutually agreeable date and time.

#### EXPIRATION

21. It is agreed that the Term expires on the Term Expiration Date, without the necessity of any notice by or to any of the parties hereto. If Tenant shall occupy said Leased Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, said Tenant shall hold the Leased Premises as a holdover "Tenant from month to month", subject to all the other terms and conditions of this Lease, at one and one-half (1½) times the highest monthly rental installments reserved in this Lease or agreed to by Landlord and Tenant in writing with respect to the Option Period, if applicable; provided that Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of land and tenements held over by Tenant that may be now in force or may hereafter be enacted, excluding the recovery of consequential damages. As used in this Lease, a "month-to-month" tenancy shall mean that during such period either Landlord or Tenant may terminate this Lease upon thirty (30) days' notice to the other party.

Not more than seven (7) days prior to expiration, Tenant agrees to schedule an inspection with Landlord to confirm that the Leased Premises will be in proper order at expiration.

#### CONDEMNATION

22. It is agreed in the event that condemnation proceedings are instituted against the Leased Premises and title taken by any Federal, State, Municipal or other body, then this Lease shall become null and void at the date of settlement of condemnation proceedings and Tenant shall not be entitled to recover any part of the award which may be received by Landlord.

#### SUBORDINATION

23. It is agreed that Landlord shall have the right to place a mortgage or any form of mortgages on the Leased Premises and this Lease is subject and subordinate to all present and future ground leases of the Property and to the lien of any mortgages or trust deeds, now or hereafter in force against the Property and the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement signed by the lien holder and Tenant. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage, or if any ground or underlying lease is terminated, to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or underlying lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as the lessor under this Lease. Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or

confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases.

NOTICES

24. Any written notice required by this Lease shall be deemed sufficiently given, on the day it is hand delivered if there is a verified signed receipt, or within three (3) business days if sent via first class mail, postage pre-paid, certified mail and there is a signed return receipt, or on the next business day if sent by overnight courier service if there is a verified signed receipt.

Any notice required by this Lease is to be sent to Landlord at:

Symphony Woods, LLC  
c/o Washington Capitol Management LLC  
1101 30th Street, NW, Suite 210  
Washington, DC 20007  
Attn: Asset Manager—Symphony Woods

Any notice required by this Lease is to be sent to Tenant at:

5950 Symphony Woods Drive, Suite 503  
Columbia, Maryland 21044

Copy to:

Tina Hackett, Chief Real Estate Services Division  
George Howard Building  
3430 Court House Drive  
Ellicott City, Maryland 21043

REMEDIES NOT EXCLUSIVE

25. No remedy conferred upon Landlord shall be considered exclusive of any other remedy, but shall be in addition to every other remedy available to Landlord under this Lease or as a matter of law. Every remedy available to Landlord may be exercised concurrently or from time to time, as often as the occasion may arise. Tenant hereby waives any and all rights which it may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

WAIVERS

26. It is understood and agreed that nothing shall be construed to be a waiver of any of the terms, covenants and conditions herein contained, unless the same be in writing, signed by the party to be charged with such waiver, and no waiver of the breach of any covenant shall be construed as the waiver of the covenant of any subsequent breach thereof.

PERFORMANCE

27. It is agreed that the failure of either Landlord or Tenant to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or right, but the same shall remain in full force and effect, unless contrary is expressed in writing by Landlord or Tenant.

SECURITY DEPOSIT AND FINANCIAL STATEMENTS

28. A security deposit of \$2,755.00 will be deposited with Landlord upon the full execution of this Lease, subject to all the conditions of the Security Deposit Agreement attached as Exhibit C. Upon the full execution of the amendment to the Lease providing for the leasing of Suite 504 to Tenant, Tenant shall deposit with Landlord an additional security deposit of \$1,173.33 for a total security deposit of \$3,928.33.

From and after the first anniversary of the date of this Lease, Landlord shall have the right to require annual financial statements of Tenant, in the form that Tenant reasonably can provide.

AGREEMENT CONTENTS

29. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

LEGAL EXPENSE

30. In the event, to enforce the terms of this Lease, either party files legal action against the other, and is successful in said action, the losing party agrees to pay all reasonable expenses to the prevailing party, including the attorneys' fee incident to said legal action, within thirty (30) days of the award or settlement of said action. In the event that Landlord is successful in any legal action filed against Tenant, Landlord's expenses incident to said legal action shall be due as Additional Rent within thirty (30) days of invoice.

RELOCATION

31. Landlord shall have the right at any time during the Term, upon not less than thirty (30) days written notice to Tenant, to relocate Tenant to another location within the Building, provided that the new location is reasonably similar in size, utility and appearance, and Landlord provides the insulation of walls as provided for in Section 5 of this Lease. The parties shall execute an amendment to this Lease which will specify the change in Leased Premises, but this Lease shall in no other respect be amended unless otherwise expressly specified in such amendment to this Lease.

LATE CHARGE

32. If Tenant shall fail to pay when due, the Annual Rent, Additional Rent or any other sum required by the terms of this Lease to be paid by Tenant, then, upon the happening of any such event, and in addition to any and all other remedies that may thereby accrue to Landlord, Tenant agrees to pay to Landlord a late charge equal to the greater of (i) five percent (5%) of the monthly account balance or (ii) \$500.00. The late charge on the Annual Rent accrues after four (4) days from the due date and said late charge shall become part of and in addition to the then due monthly rental. In the event Tenant's rent

is received ten (10) days after the date of said notice, Landlord shall have the option to require the rental payment be made with a certified or cashier's check or wire transfer.

DOCUMENT EXECUTION

33. Tenant agrees to execute any and all reasonable subordination agreements or estoppel certificated required of Tenant by the mortgage holder of the Leased Premises during the Term of this Lease. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement signed by the lien holder.

LEASED PREMISES AS-IS, WHERE IS

34. Except as expressly provided in Section 5 above regarding Landlord's Suite 503 Work and Landlord's Suite 504 Work, Tenant accepts the Leased Premises in its "as-is, where-is" condition.

QUIET ENJOYMENT

35. Tenant, upon paying the Annual Rent on a monthly basis, Additional Rent and other charges herein provided and observing and keeping all of its covenants, agreements, and conditions in this Lease, shall quietly have and enjoy the Leased Premises during the Term without hindrance or molestation by anyone claiming by, through or under Landlord; subject, however, to all exceptions, reservations and conditions of this Lease. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

ESTOPPEL CERTIFICATE

36. Within ten (10) business days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of Exhibit D attached hereto and incorporated herein by this reference, (or such other form as reasonably may be required by any prospective mortgagee or purchaser of the Property, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee or purchaser. Failure of Tenant to timely execute and deliver such estoppel certificate shall constitute an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception. Tenant shall, at any time during the Term or any renewal thereof, upon request of Landlord, execute, acknowledge, and deliver to Landlord or its designee, a statement in writing, certifying that this Lease is unmodified and in full force and effect if such is the fact that the same is in full force. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement signed by the lien holder.

ENVIRONMENTAL REQUIREMENTS

37. Tenant shall not use or allow another person or entity to use any part of the Leased Premises for the storage, use, treatment, manufacture or sale of Hazardous Material. Landlord acknowledges, however, that Tenant will maintain products in the Leased Premises which are incidental to the operation of its general office use, including, without limitation, photocopy supplies, secretarial supplies and limited janitorial supplies, which products contain chemicals which are categorized as Hazardous Materials. Landlord agrees that the use of such products in the Leased Premises in the manner in which such

products are designed to be used and in compliance with applicable laws shall not be a violation by Tenant of this Section 37. As used in this Lease, the term "Hazardous Materials" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively, "Environmental Laws").

Tenant will remain totally liable hereunder regardless of any other provisions which may limit recourse.

#### EXCULPATION CLAUSE

38. Subject to applicable law, no principal, partner, member, officer, director, or trustee of Landlord (collectively, "Landlord Affiliates") shall have any personal liability under any provision of this Lease.

#### CORPORATE TENANTS

39. In the event Tenant is a limited liability company or other entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (i) Tenant is a duly organized corporation qualified to do business in Maryland; (ii) all Tenant's franchise and corporate taxes have been paid to date; and such person(s) that is (are) executing this Lease are duly authorized by the directors of such corporation to execute and deliver this Lease on behalf of the corporation. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

#### RULES AND REGULATIONS

40. Tenant agrees to be bound by the Rules and Regulations as set forth on the schedule attached hereto and labeled Exhibit E and made a part hereof. Landlord shall have the right, from time to time, to issue additional or amended Rules and Regulations regarding the use of the Building and Property. Tenant covenants that said additional or amended Rules and Regulations shall likewise be faithfully observed by Tenant, the employees of Tenant and all persons invited by Tenant into the Building.

#### CONFESSION OF JUDGMENT

42. INTENTIONALLY OMITTED.

#### BROKERS

43. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only Cassidy Turley ("Broker"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's

dealings with any real estate broker or agent other than Broker. Landlord shall pay all commissions earned by and due to Cassidy Turley.

{Signatures follow on next page.}



IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS LEASE, UNDER SEAL, THE DAY AND YEAR FIRST ABOVE WRITTEN;

WITNESS/ATTEST:

\_\_\_\_\_

LANDLORD: SYMPHONY WOODS, LLC

By: *Peter Minshall*  
Printed Name: Peter Minshall  
Title: MANAGING MEMBER

WITNESS/ATTEST:

*Lennie Robbins*  
Lennie Robbins  
Chief Administrative Officer

TENANT: Howard County, Maryland

By: *Ken Ulmer* (SEAL)  
Ken Ulmer  
County Executive

RECOMMENDED FOR APPROVAL:

*James M. Iryin*  
James M. Iryin, Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

*Sharon F. Grelisz*  
Sharon F. Grelisz, Director  
Department of Finance

Approved for Form and Legal Sufficiency  
on this 16 day of September 2010:

*Margaret Ayn Nolan*  
Margaret Ayn Nolan  
County Solicitor

Exhibit A  
DEPICTION OF LEASED PREMISES

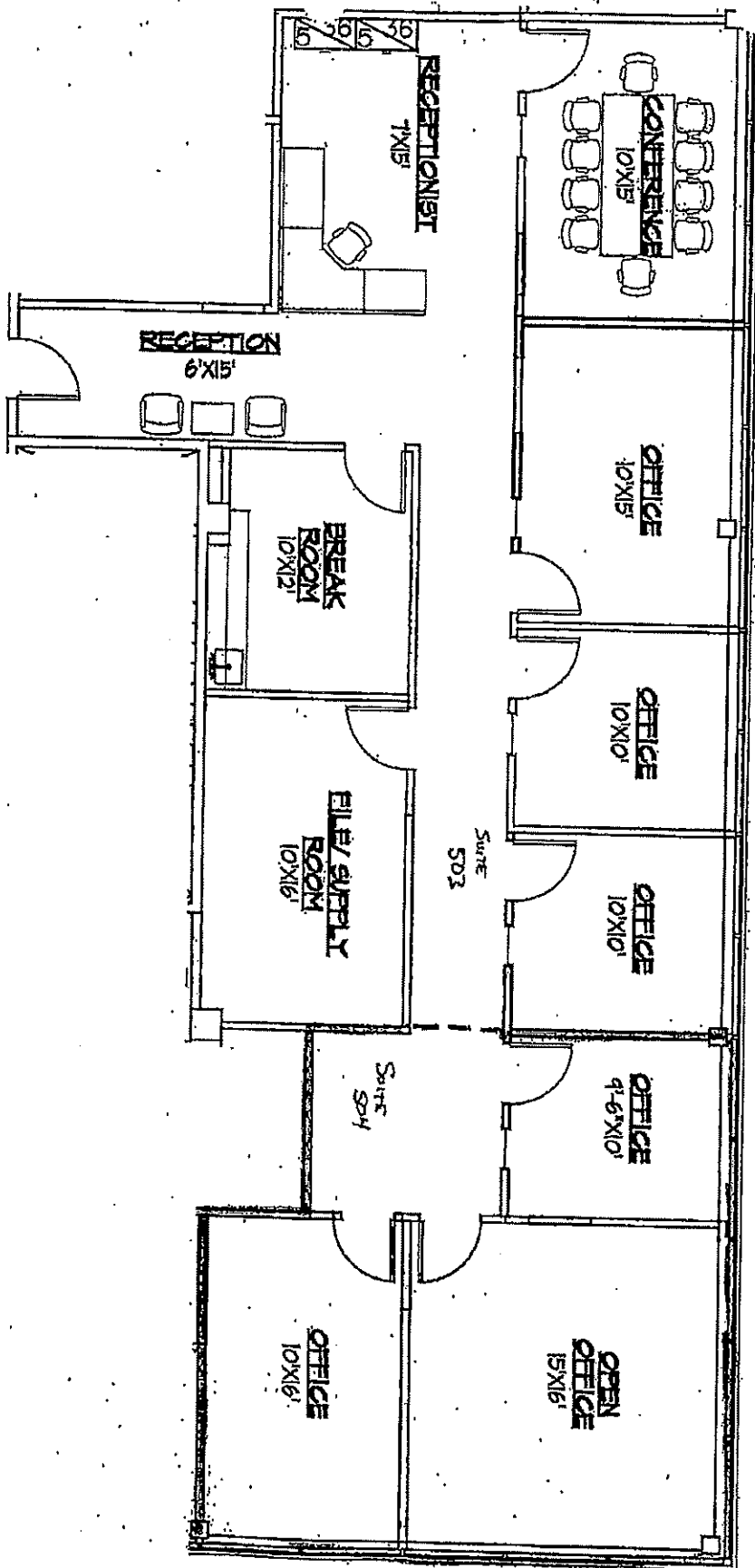
[See attached]

**SUITE 503**

**SYMPHONY WOODS OFFICE CENTER**

**GORMAN ARCHITECTS, PA**

DATE: JUNE 16, 2010  
SCALE: NOT TO SCALE



**EXHIBIT A**

**Exhibit B-1  
DEPICTION OF INSULATION AREAS**

[See attached]

SUITE 503  
SYMPHONY WOODS OFFICE CENTER

GORMAN ARCHITECTS, PA

DATE: JUNE 16, 2010  
SCALE: NOT TO SCALE

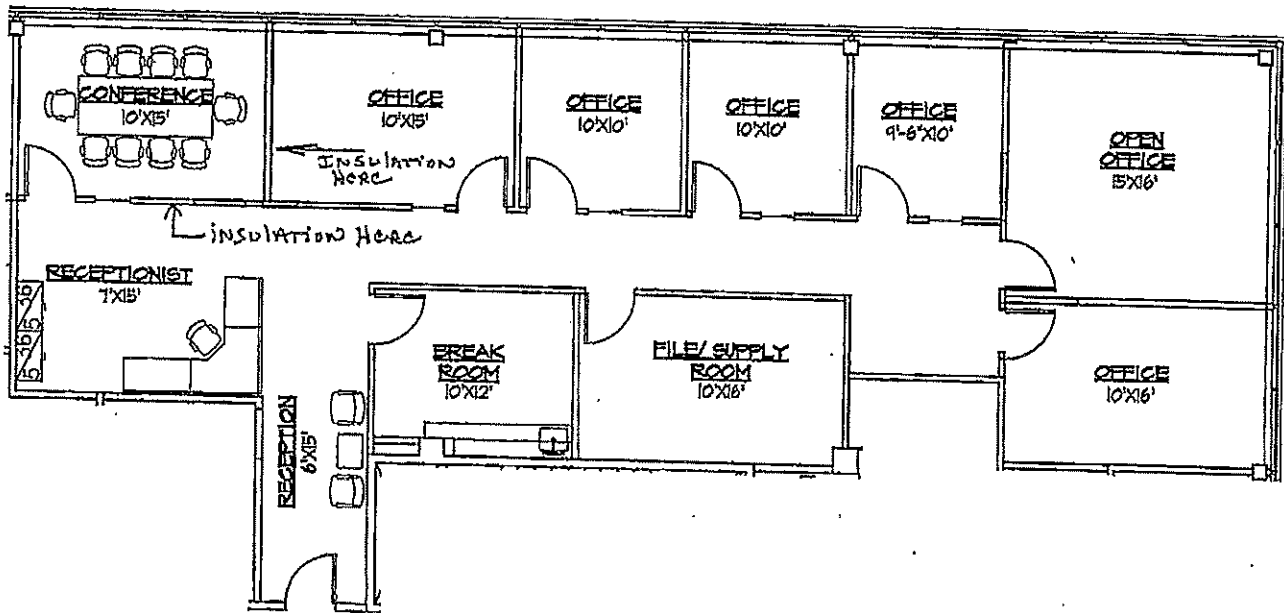


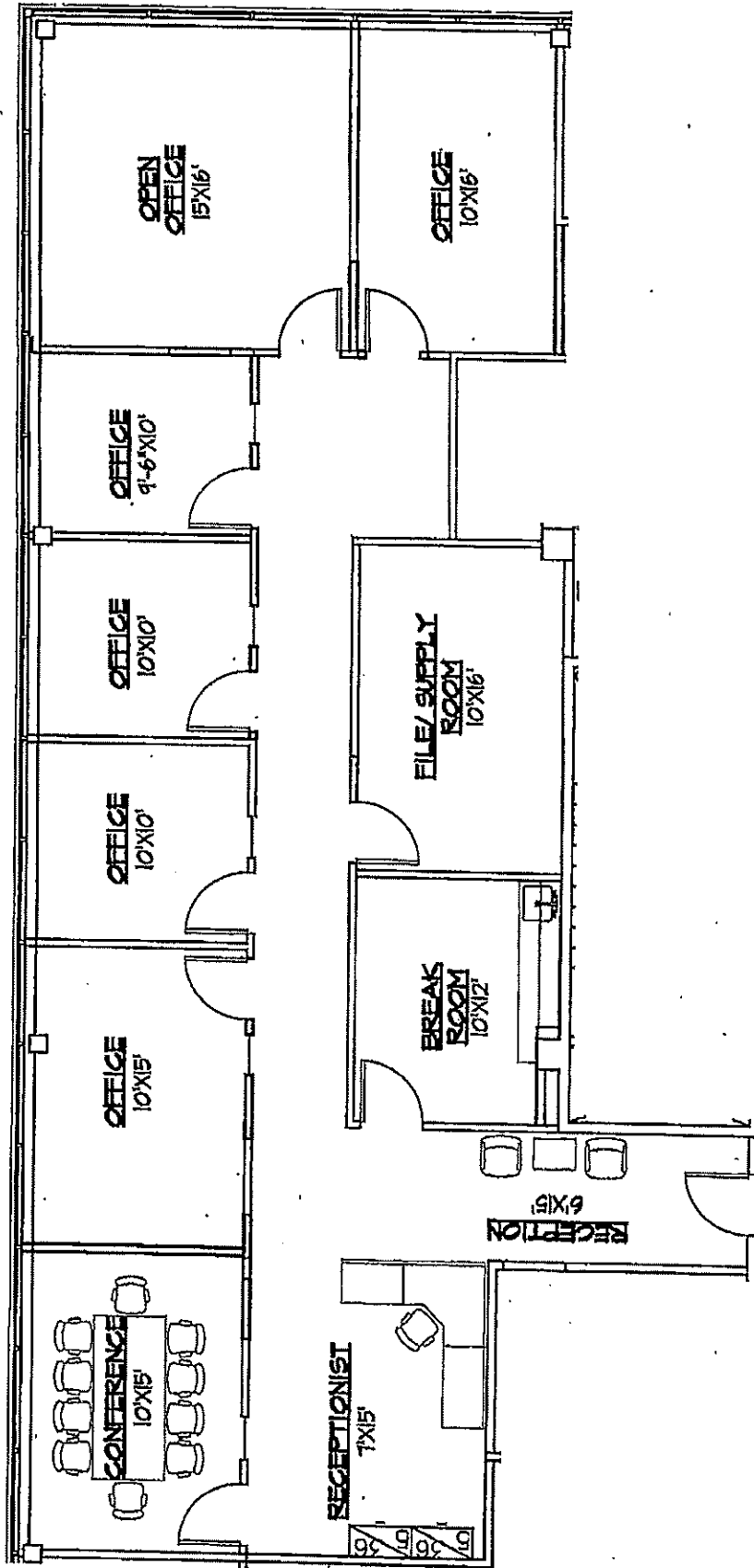
Exhibit B-2  
**ARCHITECT PLANS FOR LEASED PREMISES**

[See attached]

**SUITE 503**  
**SYMPHONY WOODS OFFICE CENTER**

**GORMAN ARCHITECTS, PA**

DATE: JUNE 16, 2010  
SCALE: NOT TO SCALE



**EXHIBIT B - 2**

Exhibit C  
**SECURITY DEPOSIT AGREEMENT**

This is NOT a rent receipt.

Date September 24, 2010

Received from Howard County (the "Tenant"), the amount of \$ 2,753.<sup>00</sup>, as security deposit for Leased Premises.

Landlord agrees that, subject to the conditions listed below, this security deposit will be returned in full within thirty (30) days of vacancy.

Tenant agrees that this security deposit may not be applied by Tenant as rent and that the full monthly rent will be paid on or before the first day of every month, including the last month of occupancy.


**SECURITY DEPOSIT RELEASE PREREQUISITES:**

1. Full term of Lease has expired, unless the Lease is otherwise rightfully terminated by Tenant.
2. No damage to property beyond reasonable wear and tear.
3. Entire Leased Premises clean and in order.
4. No unpaid late charges or delinquent rents.
5. All keys returned to Landlord.
6. All debris and rubbish and discards placed in proper rubbish containers.
7. Forwarding address left with Landlord.

AS WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

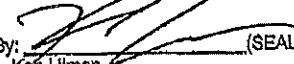
WITNESS:  



LANDLORD: SYMPHONY WOODS, LLC,

By:   
Printed Name: Peter MINSHALL  
Title: MANAGING MEMBER

WITNESS/ATTEST:  
  
Lornie Robbins  
Chief Administrative Officer

TENANT: Howard County, Maryland

By:  (SEAL)  
Ken Ulman  
County Executive

RECOMMENDED FOR APPROVAL:  
  
James M. Irvin, Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:  
  
Sharon F. Grelsz, Director  
Department of Finance

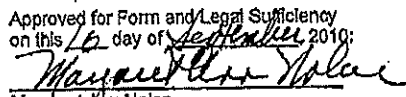
Approved for Form and Legal Sufficiency  
on this 16 day of September 2010:  
  
Margaret Ann Nolan  
County Solicitor



Exhibit D

FORM OF TENANT'S ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

Please refer to the documents described in Exhibit A hereto, (the "Lease Documents") including the "Lease" therein described. The undersigned (the "Tenant"), hereby certifies that it is the lessee under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be assigned to a purchaser of, and/or collaterally assigned in connection with a proposed financing secured by, the property on which the "Leased Premises" under the Lease are located, and certifies both to the landlord under the lease (the "Landlord") and to any and all prospective purchasers (the "Purchasers") and mortgagees of such property, including any trustee on behalf of any holders of notes or other similar instruments, and any holders from time to time of such notes or other instruments, and their respective successors and assigns (collectively the "Mortgagees") that as of the date hereof:

1. The information set forth in Exhibit A hereto is true and correct;
2. Tenant is in occupancy of the Leased Premises and the Lease is in full force and effect and except by such writings as are identified on Exhibit A hereto, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the space rented under the Lease, whether oral or written;
3. All material conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed;
4. Tenant is not in default under the Lease Documents, Tenant has not received any notice of default under the Lease Documents, and, to Tenant's knowledge, there are no events which have occurred that with the giving of notice or the passage of time or both, would result in a default by Tenant under the Lease Documents;
5. Tenant has not paid any rents or sums due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any rent or sums due and payable under the Lease except as set forth in Exhibit A hereto;
6. To Tenant's knowledge, there are no uncured defaults on the part of the Landlord under the Lease Documents, Tenant has not sent any notice of default under the Lease Documents to the Landlord, and there are no events which have occurred that, with the giving of notice or the passage of time or both, would result in a default by Landlord thereunder, and at the present time, Tenant has no claim against Landlord under the Lease Documents;
7. Except as expressly set forth in Part G of Exhibit A, there are no provisions for, and Tenant has no rights with respect to, renewal or extension of the initial term of the Lease; terminating the term, leasing or occupying additional space or purchasing the Leased Premises;
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency laws;
9. The undersigned has the authority to execute and deliver this Certificate on behalf of the Tenant and acknowledges that all Purchasers will rely on this estoppel certificate in purchasing the property and all Mortgagees will rely upon this estoppel certificate in extending credit to Landlord or Landlord's successors in interest; and
10. This Tenant Estoppel Certificate shall be binding upon the successors, assigns and representatives of the undersigned and any party claiming through or under the undersigned and shall inure to the benefit of all Purchasers and Mortgagees.

IN WITNESS WHEREOF, Tenant has duly executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO TENANT ESTOPPEL CERTIFICATE**

Lease Documents, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
  - 1. Landlord:
  - 2. Tenant d/b/a:
- C. Leased Premises known as:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Expiration of Current Term:
- G. Rights to renew, to extend, to terminate, to rent or occupy additional space or to purchase any portion of the property:
- H. Security Deposit Paid to Landlord: \$
- I. Current Fixed Minimum Rent (Annualized): \$
- J. Current Additional Rent (and if applicable, Percentage Rent) (Annualized): \$
- K. Current Total Rent: \$
- L. Square Feet Demised:

**Exhibit E**  
**RULES AND REGULATIONS**

1. The common facilities, and the sidewalks, driveways, and other public portion of the Property (herein "Public Areas") shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress or egress to and from its Leased Premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenant shall invite to, or permit to visit its Leased Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Landlord reserves the right to control and operate, and to restrict and regulate the use of, the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to allocate certain elevators and times of use of elevators for delivery service or moving of Tenant's property, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. The employees, agents, licensees and invitees of any Tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building. No bicycles, vehicles, animals (except seeing-eye-dogs) fish or birds of any kind shall be brought into, or kept in or about any Leased Premises within the Building.
2. No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Leased Premises. Landlord may, without liability, remove any object placed in violation of said Rules and Regulations, and to store the same at the expense of Tenant in such place or places as Landlord, as its sole discretion, may deem proper.
3. There shall not be used in any space, or in the Public Areas, either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, only hand trucks equipped with rubber tires, side guards and such other safeguards as Landlord shall require.
4. All removals, or the carrying in or out of any safes, freight, furniture, large packages, boxes, crates or any other object or matter of any description shall take place after Normal Building Hours or such hours and in such elevators as Landlord may determine, and which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord as Additional Rent. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Leased Premises or the Building under the provisions of this Rule or of Rule 3 thereof.
5. Nothing shall be done or permitted in Tenant's Leased Premises, and nothing shall be brought into, or kept in or about the Leased Premises, which would impair or interfere with any of the HVAC, plumbing, electrical, structural components of the Building or the services of the Building or the proper and economic heating or cooling, cleaning or other services of the Building or the Leased Premises, nor shall there be installed by any tenant any ventilating, air-conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, or the employees, agents, licensees or invitees of any tenant, shall at any time bring or keep upon the Leased Premises Building or Property any flammable, combustible or explosive fluid, chemical or substance. When electric wiring of any kind is introduced, it must be connected as directed by Landlord, and shall be done only by contractors approved by Landlord. Plumbing facilities shall not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.
6. Tenant shall not employ any person or persons other than Landlord's janitors for the purpose of cleaning its Leased Premises, without prior written consent of Landlord. Except for Landlord's janitors, Landlord shall not be responsible to any tenant for any loss of property from its Leased Premises however occurring, or for any damage done to the effects of any tenant by such janitors or any of its employees, or by any other person or any other cause. The janitorial service furnished by Landlord does not include the beating or cleaning of carpets or rugs. Tenant agrees to keep the Leased Premises in a neat, good and sanitary condition and to place garbage, trash, rubbish and all other disposables only where Landlord directs.
7. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of a tenant's Leased Premises, without the consent of Landlord. Nothing shall be placed on the Building's window sills or projections. Such curtains, blinds shades or screens must be of a quality, type, design and color, and attached in the manner, approved by Landlord. If Landlord installs or allows Tenant to install any shades, blinds, curtains in the Leased Premises, Tenant shall not remove them without the prior written consent of Landlord. In order that the Building can be and will maintain a uniform appearance to those persons outside of the Building, each tenant occupying the perimeter areas of the Building shall (a) use only building standard lighting in areas where lighting is visible from the outside of the building and (b) use only building standard blinds in window areas which are visible from the outside of the building.
8. No sign, insignia, advertisement, lettering, notice or other object shall be exhibited, inscribed, painted or affixed by any tenant on any part of the exterior of the Building or Property or on doors, corridor walls, the Building directory or in the elevator cabs or any portion of the Leased Premises which may be

seen from outside of the Building or on any windows or window spaces without the prior written approval of Landlord. If approved by Landlord, Tenant shall obtain all necessary approvals and permits from all governmental or quasi-governmental authorities in connection with such signs. Such signs shall, at the expense of each Tenant, be inscribed, painted or affixed by sign-maker as approved by Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove such signs without any liability, and may charge the expense incurred in such removal to the Tenant or tenants violating this Rule.

9. Landlord shall have the right to prohibit any advertising or identifying sign or by any tenant which, in the judgment of Landlord, tends to impair the appearance or reputation of the Building or the desirability of the Building as a building for offices, and upon written notice from Landlord such tenant shall refrain from the discontinuing such advertising or identifying sign.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof, unless otherwise approved in writing by Landlord. Each tenant shall upon the expiration or sooner termination of the Lease of which these Rules and Regulations are a part, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks. Notwithstanding the foregoing, Tenant may, with Landlord's prior written consent, install a security system on its Leased Premises which uses master codes or cards instead of keys, provided that Tenant shall provide Landlord with the master code or card, for such system.

11. Landlord shall furnish to Tenant at the time of occupancy of the Leased Premises, one (1) key to the entrance door(s) to the Leased Premises for each employee of Tenant's based at the Leased Premises as of the date Tenant commences operations at the Leased Premises, and one (1) access cards to the Building for each employee of Tenant's based at the Leased Premises as of the date Tenant commences operations at the Leased Premises. Any additional keys or access cards Tenant requires shall be purchased from Landlord and is payable as Additional Rent, and shall be limited to one card and/or Key per employee of Tenant based at the Leased Premises. The cost for each additional key is \$50 per key. The cost for each additional access card is currently \$50 per card. It is the Tenant's responsibility to record the serial number of each access card it assigns to its employees.

12. Tenant, before closing and leaving its Leased Premises at any time, shall see that all lights, computers, copying machines and all other non-essential electrical equipment are turned off. All entrance doors to Tenant's in its Leased Premises shall be kept locked by Tenant when its Leased Premises are not in use. Entrance doors shall not be left open at any time.

13. The use of the Building Property and any Leased Premises for sleeping quarters or for any immoral or illegal purpose is strictly prohibited at all times.

14. Canvassing, soliciting and peddling in the Building or on the Property are prohibited and each tenant shall cooperate to prevent the same.

15. No tenant shall cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its Leased Premises which would annoy other tenants or create a public or private nuisance. No cooking shall be done in a tenant's Leased Premises except as is expressly permitted in the Lease unless consented to in writing by the Landlord.

16. No noise, including, but not limited to, music, the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant.

17. Tenant shall not install a vending machine of any kind in the Building or on or about the Property.

18. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the Office Building:

(a) the exclusive right to the use of the name of the Building for all purposes, except that a tenant may use the name as its business address and for no other purpose;

(b) the right to change the name or address of the Building, without incurring any liability to any tenant for so doing, as long as notice of the name or address change is provided to Tenant at least 90 days prior to such change;

(c) the right to install and maintain a sign or signs on the interior of the Building;

(d) the right to limit the space on the directory of the Building to be allotted to a tenant; and

(e) the right to grant anyone the right to conduct any particular business or undertaking in the Building.

19. Landlord reserves the right to rescind, alter, waive or add, any Rule or Regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or

desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of tenants or others in the Building. No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

**NINTH AMENDMENT OF LEASE**

**THIS NINTH AMENDMENT OF LEASE** (the "Ninth Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between **SYMPHONY WOODS, LLC** (the "Landlord"), a Maryland limited liability company, and **HOWARD COUNTY, MARYLAND** (the "Tenant"), a body corporate and politic.

**WHEREAS**, the Landlord and the Tenant entered into that certain Full Service Office Building Lease Agreement dated September 22, 2010 (the "Original Lease"), for the lease of the premises described as Suite 503, comprising 1,653 square feet, (the "Premises"), within the building owned by the Landlord and located at 5950 Symphony Woods Drive, Columbia, Howard County, Maryland.

**WHEREAS**, the Initial Term of the Lease commenced on October 1, 2010 and expired on June 30, 2011.

**WHEREAS**, by the First Amendment to Lease, the Original Lease was amended to extend the term by the first Option Period commencing on July 1, 2011 and expiring on June 30, 2012, among other things.

**WHEREAS**, by the Second Amendment to Lease, the Original Lease was amended to extend the term by the second Option Period commencing on July 1, 2012 and expiring on June 30, 2013, among other things.

**WHEREAS**, by the Third Amendment to Lease, the Original Lease was amended to extend the term by the third Option Period commencing on July 1, 2013 and expiring on June 30, 2014, among other things.

**WHEREAS**, by the Fourth Amendment to Lease, the Original Lease was amended to extend the term by the fourth Option Period commencing on July 1, 2014 and expiring on June 30, 2015, among other things.

**WHEREAS**, by the Fifth Amendment to Lease, the Original Lease was amended to extend the term by the fifth Option Period commencing on July 1, 2015 and expiring on June 30, 2016, among other things.

**WHEREAS**, by the Sixth Amendment to Lease, the Original Lease was amended to extend the term by the sixth Option Period commencing on July 1, 2016 and expiring on June 30, 2017, among other things.

**WHEREAS**, by the Seventh Amendment and Renewal of Lease, authorized by the County Council of Howard County, Maryland as a multi-year agreement, by Bill Number 13-2017 pursuant to Section 612 of the Howard County Charter, the Original Lease was amended to extend the term by the seventh Option Period commencing on July 1, 2017 and expiring on June 30, 2020, among other things.

**WHEREAS**, by the Eighth Amendment and Renewal of Lease (the Eighth Amendment”), authorized by the County Council of Howard County, Maryland as a multi-year agreement, by Bill Number 5-2020 pursuant to Section 612 of the Howard County Charter, the Original Lease was amended to extend the term by the eighth Option Period commencing on July 1, 2020 and expiring on June 30, 2023, among other things. (The Original Lease and the amendments thereto collectively referred to herein as the “Lease”).

**WHEREAS**, the Tenant and the Landlord desire to amend the terms and conditions of the Lease to expand the Premises as further provided below.

**WHEREAS**, the Ninth Amendment will not change the term of the Lease.

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

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

2. **Premises.** Effective as of the Effective Date, the Premises shall be expanded by the addition of an office area containing one hundred eighty four (184) square feet, as shown shaded in green on Exhibit “A”, attached hereto and made part hereof, so that the Premises shall be one thousand eight hundred thirty seven (1,837) square feet in total (the “Expanded Premises”).

3. **Rent.** Effective as of the Effective Date, the Monthly Rent shall be \$4,358.28. The rent schedule table included in Section 3. of the Eighth Amendment is hereby deleted and in lieu thereof the following is inserted:

Month	Monthly Rent based on 1,837 square feet	Yearly Rent based on 1,837 square feet
July 1, 2021 – June 30, 2022	\$4,532.80	\$54,393.57
July 1, 2022- June 30, 2023	\$4,713.44	\$56,561.23

4. **Improvements.** The Landlord, at the Tenant's sole cost and expense, shall perform the improvements described in paragraphs a-g below within the Expanded Premises (the “Improvements”) as shown on (i) the demolition plan titled “Demolition Plan For Howard County Expansion”, attached hereto and incorporated herein as Exhibit “B”, and (ii) the test fit plan titled “Test Fit Plan For Howard County Expansion” attached hereto and incorporated herein as Exhibit “C”, and the Tenant shall reimburse the Landlord for the Improvements within thirty (30) days of receipt by the Tenant of the Landlord's invoice thereof. The Landlord and the Tenant agree that the cost of the Improvements shall not

exceed Fourteen Thousand Nine Hundred Seventy Seven and 87/100 Dollars (\$14,977.87). The Landlord shall complete the Improvements no later than May 1, 2021.

- a. Demolition – of the existing office wall, door and frame, carpet & base, opening into existing office, relocate fire alarm device, 1-existing outlet, 1- existing low voltage, relocate existing light switch, floor protection and dust control.
- b. Rough Carpentry – Set new door frame, door and hardware.
- c. Doors & Hardware – new stain grade 3'x8' oak door, new door frame & new hinges. Re-use existing lockset.
- d. Drywall, Insulation & Ceilings – F & I demised wall with 3 5/8" metal studs, 1/2" drywall, 3 1/2" insulation, ceiling repairs as necessary, skim walls at old base, point up existing walls, finish new walls on both sides make ready for paint.
- e. Carpet & Base – F & I Shaw Switch 5A205 BL color 03530. Johnsonite base to match.
- f. Paint - Paint new & existing walls to match the rest of the existing suite. Stain new door then 2 coats of polyurethane, paint new frame.
- g. Electric & Fire Alarm – Demolish existing wall, F & I 1-new receptacle and ring & string, relocate existing light switch to new wall, relocate existing fire alarm device to new wall, rewiring of light fixtures for new office. New light fixtures are excluded.

5. **Miscellaneous.**

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

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



**IN WITNESS WHEREOF**, the Landlord and the Tenant have each caused this Ninth Amendment to be executed and delivered by their respective duly authorized officers or officials, under seal, on the date first above written.

**LANDLORD:**

**WITNESS/ATTEST:**

**SYMPHONY WOODS, LLC**  
a Maryland limited liability company

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Peter Minshall,  
Managing Member & Authorized Signatory  
Date: \_\_\_\_\_

[Signatures continue on the next page.]

**ATTEST:**

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

**TENANT:  
HOWARD COUNTY, MARYLAND**

BY: \_\_\_\_\_ (SEAL)  
Calvin Ball  
County Executive  
Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Lisa Myers, Chief of Police

**APPROVED:**

\_\_\_\_\_  
Thomas J. Meunier, Director  
Department of Public Works

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Rafiu O. Ighile, Director  
Department of Finance

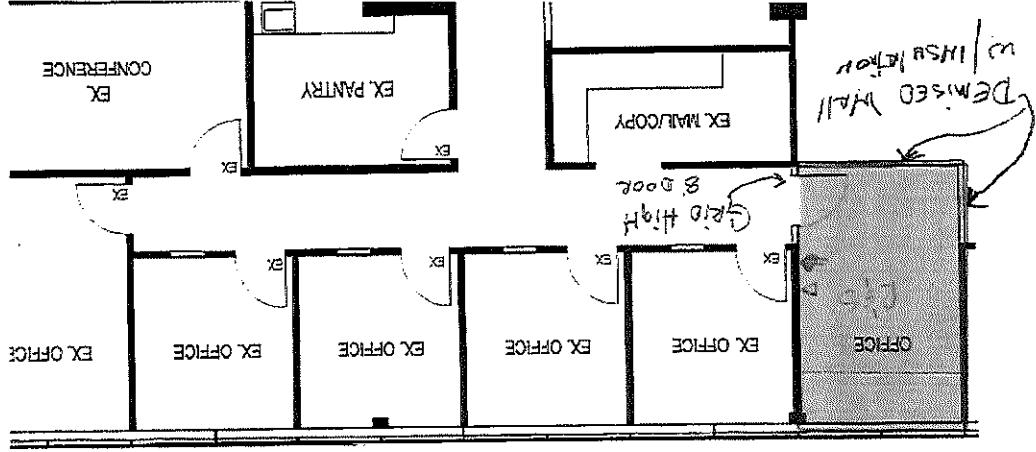
**APPROVED FOR FORM AND LEGAL SUFFICIENCY**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

Reviewing Attorney:

\_\_\_\_\_  
Morenike Euba Oyenusi,  
Sr. Assistant County Solicitor

EXHIBIT A  
[EXPANDED PREMISES]



TEST FIT PLAN FOR:  
**HOWARD COUNTY**  
**EXPANSION**  
NOT FOR CONSTRUCTION



10/29/20 Scale: 3/16" = 1'  
Project: Howard County 5th Floor

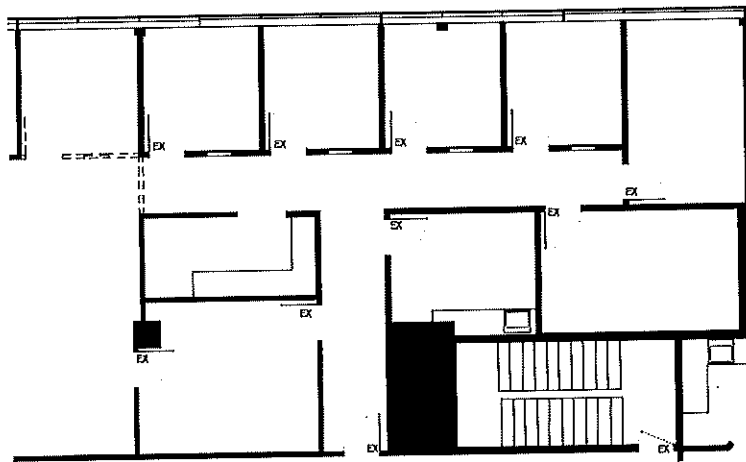
■ CPT Shaw Switch 5A203 BL. color 03530 Gaze pattern 14.4" x 20"

— Base —

■ Base Johnsonite 6" rail Cove color 23

EXHIBIT B  
[DEMOLITION PLAN]

DEMOLITION PLAN FOR:  
**HOWARD COUNTY  
EXPANSION**  
NOT FOR CONSTRUCTION

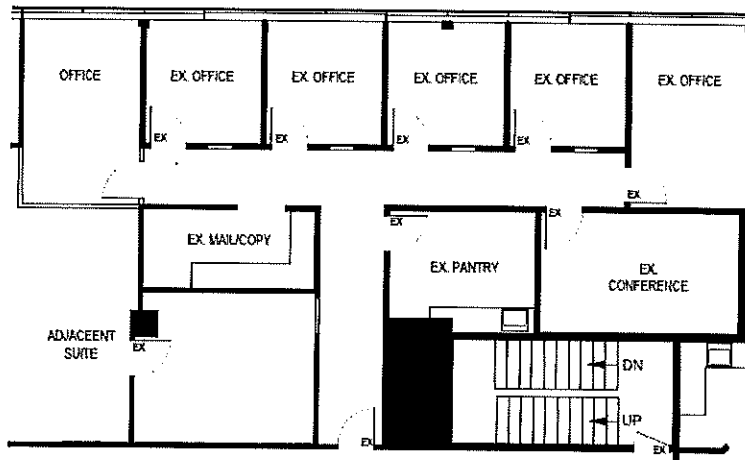


SCALE 1/8" = 1' - 0"  
CRITICAL DIMENSIONS SHALL NOT BE COPIED  
EXISTING CONDITIONS HAVE NOT BEEN FIELD  
VERIFIED BY ARIUM/AE

ARCHITECT / MEP ENGINEER	
<b>ARIUM   AE</b>	
1515 TOWNHOLLS ROAD 2105401 COLUMBIA, MD 21046 301.739.4000 WWW.ARIUM.AE.COM	
PROJECT:	5/16/AC1d
HOWARD COUNTY	DATE: 12/15/20
5TH FLOOR	FILE: 2019-1000
8660 SYMPHONY WOODS RD	BY: EJA
COLUMBIA, MD	SLA: SBN
	6/22/21/21/21

EXHIBIT C  
[TEST FIT PLAN]

TEST FIT PLAN FOR:  
**HOWARD COUNTY  
EXPANSION**  
NOT FOR CONSTRUCTION

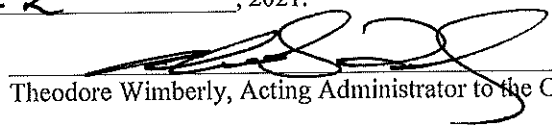


SCALE 1/8" = 1'-0"  
CRITICAL DIMENSIONS SHALL NOT BE SCALED  
EXISTING CONDITIONS HAVE NOT BEEN FIELD  
VERIFIED BY ARIUM/AE

ARCHITECT / MEP ENGINEER	
<b>ARIUM   AE</b>	
<small>5507 NINEGATE ROAD FLOOR 401 COLUMBIA, MD 21045 NEW MARKET 410.225.2500 KOLDFOOT@ARIUM/AE.COM ARIUM/AE.COM</small>	
PROJECT:	DWG: AC1
<b>HOWARD COUNTY 5TH FLOOR</b>	DATE: 02.23.20
5950 SYMPHONY WOODS RD	FILE: 04-RE-HOCO
COLUMBIA, MD	BY: JM, SLA, SBN
	02/23/20

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on March 2, 2021.

  
Theodore Wimberly, Acting Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Theodore Wimberly, Acting Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Theodore Wimberly, Acting Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Theodore Wimberly, Acting Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Theodore Wimberly, Acting Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Theodore Wimberly, Acting Administrator to the County Council

**Office of the County Auditor**  
**Auditor's Analysis**

**Council Bill 11-2021**  
Introduced: February 3, 2021  
Auditor: Melanie A. Bishop

---

Fiscal Impact:

The fiscal impact of this legislation is increased General Fund cost of \$32,405 for the three-year lease term. Costs are detailed in the table below.

<b>One-Time Expense</b>	<b>Amount</b>
Construction Cost	\$ 14,978
New Furniture	5,000
<b>TOTAL One-Time INCREASE</b>	<b>\$19,978</b>

<b>Detail Rent by Fiscal Year</b>	<b>Amount</b>
Fiscal Year 2021 (April – June)	\$1,309
Fiscal Year 2022	5,450
Fiscal Year 2023	5,668
<b>TOTAL RENT</b>	<b>\$12,427</b>
<b>TOTAL</b>	<b>\$32,405</b>

Purpose:

The purpose of Council Bill 11-2021 is to amend the current lease for the Police Department, Internal Affairs Division, located at 5950 Symphony Woods Drive. The proposed change will increase the leased space by 184 square feet to accommodate the reassignment of one existing Internal Affairs officer to this location.

Other Comments:

The Administration has indicated Fiscal Year 2021 costs will be offset by available appropriations due to a decrease in overtime costs in the Police Department.

When this location's last lease renewal was proposed to the Council via CB5-2020, the Administration indicated that the existing square footage met the needs of Internal Affairs and that no fluctuation in staffing was anticipated in the next five years.

The Administration has indicated the rent increase associated with this legislation will take place when the contract for this lease amendment is fully executed. For purposes of estimating the fiscal impact, our Office is presuming the rent increase associated with this amendment will be in effect on April 1, 2021.

If this legislation is approved, the additional space is expected to be available by May 1, 2021.