
From: Wimberly, Theodore
Sent: Tuesday, June 18, 2024 2:14 PM
To: Anderson, Isaiah
Cc: Harrod, Michelle
Subject: FW: CR 69-2024 written testimony
Attachments: avery_foia_ranger_training.pdf; avery_foia_ranger_duty.pdf; Avery_IAT_liquor board.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Please include the attachments in the legislative file.

From: Royalty, Wendy <wroyalty@howardcountymd.gov>
Sent: Tuesday, June 18, 2024 2:02 PM
To: Wimberly, Theodore <twimberly@howardcountymd.gov>
Subject: Fwd: CR 69-2024 written testimony

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From: Barb Krupiarz <barbkrup@verizon.net>
Sent: Tuesday, June 18, 2024 12:00 AM
To: Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Yungmann, David <dyungmann@howardcountymd.gov>; Jung, Debra <djung@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Jones, Opel <ojones@howardcountymd.gov>
Cc: jess.nocera@thebaltimorebanner.com <jess.nocera@thebaltimorebanner.com>
Subject: CR 69-2024 written testimony

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council members,

Please find attached my written testimony opposing CR69-2024, appointment of Reginald Avery to the Howard County Alcoholic Beverage Hearing Board.

Thank you for considering ethical issues in this appointment.

Barb Krupiarz

Ellicott City

Re: The Appointment of Inner Arbor Trust Board member Reginald Avery to the Howard County Liquor Board CR69-2024

I am writing to oppose the appointment of Reginald Avery to the Howard County Alcoholic Beverage Hearing Board at the current time. I believe Maryland law precludes him from being a Board member due to his affiliation with Inner Arbor Trust that had a contentious process to obtain a liquor license. I also believe more investigation is necessary to authenticate Mr. Avery's claims of US Army Ranger training status. Military service people take false claims of military service seriously. Based on legal Freedom of Information Act (FOIA) responses, there is no record to support his claim of Ranger status.

A. According to the Maryland Alcoholic Beverages Code § 23-205(d)

- (2) Except as provided in paragraph (3) of this subsection, a Hearing Board member may not have a direct or indirect interest in:
 - (i) a premises where alcoholic beverages are manufactured or sold;
- (3) A Hearing Board member may be a holder of a 1-day or 2-day license.

The hearing decision for Case No.:18-18 approving the liquor license for Inner Arbor Trust, Inc includes the following justification:

“Ms. Eagan testified that it is very important for the Inner Arbor Trust to be able to have a liquor license to help to develop the park and to help with the expenses of doing so.”

IN THE MATTER OF THE	*	BEFORE THE ALCOHOLIC
APPLICATION OF CHAD DANIEL	*	
CHRISTOPHER D'AMORE, LINDELL	*	BEVERAGE HEARING BOARD
CALDER EAGAN, GREGG MICHAEL	*	
SCHWIND, AND WILLIAM CARLL	*	FOR
WOODCOCK, JR. <u>ON BEHALF OF</u>	*	
<u>INNER ARBOR TRUST, INC.</u> , FOR A	*	HOWARD COUNTY, MARYLAND
NEW CLASS C BEER, WINE, AND	*	
LIQUOR 7-DAY ON-SALE LICENSE	*	Case No.:18-18
	*	

<https://cc.howardcountymd.gov/sites/default/files/migrate/files/Inner%2520Arbor%2520Turst%2520DO.pdf>

The state law does not say that Liquor Board members could recuse themselves from topics for which there is a conflict of interest. It says, “a Hearing Board member may not have a direct or indirect interest in a premises where alcoholic beverages are manufactured or sold.” (except for 1- or 2-day licenses). Mr. Avery was appointed to the Inner Arbor Trust Board on May 9, 2024.

B. According to the Maryland Alcoholic Beverages Code § 23-205(c) To qualify for appointment as a Hearing Board member, an individual shall be:

(1) of good moral character and integrity;

Information related to Reginald Avery:

1. Reginald Avery provided his bio to be read at a HCPSS Board of Education meeting. In his bio, written from his email address, is "He is a trained Army Ranger". This was provided by HCPSS under the Public Information Act.
<https://mpia.hcps.org/requests/2019-020>
2. He is introduced in public at the Board meeting the next evening.
https://www.youtube.com/watch?v=S6mLXas2_GM
3. In response to a FOIA request of the 75th Ranger Regiment Association, Inc, President Richard Barela stated that Mr. Avery was never part of an Army Ranger Regiment. (Attached, 5/19/2018 email)
4. In response to a FOIA request of the Airborne and Ranger Training Brigade of the US Army Infantry Training School, CSM James Brasher stated that Mr. Avery never participated in US Army Ranger training. (Attached, 8/8/2018 email)
5. According to Snopes, "In brief, there are two groups of people (not including veterans who served in Ranger regiments in conflicts that predate creation of the 75th Regiment) [sic 1942] who can fairly describe themselves as Army Rangers: soldiers who served in the 75th Ranger Regiment, and soldiers who have completed a rigorous two-month training program at the U.S. Army Ranger School." <https://www.snopes.com/fact-check/tom-cotton-army-ranger/>

I recently contacted Guardian of Valor to further investigate the claim of Ranger training as well.

Barb Krupiarz

Ellicott City

District 2

Subject: Re: US Army ranger training status
From: Rick Barela <president@75thrra.com>
Date: 5/19/2018, 3:52 PM
To: Barb Krupiarz <barbkrup@verizon.net>

Ms. Krupiarz

Good afternoon, I have looked at our database for Mr. Reginald Thomas Avery and is not a member of the 75th Ranger Regiment Association which means he has not served with the 75th Ranger Regiment or any of the Ranger/LRP/LRRP/BDQ companies from the Viet Nam era.

The best way to determine if he is a ranger qualified is to send a request to the Airborne Ranger Training Brigade (ARTB) at Fort Benning GA. They keep a true record of all who have attended and graduated ranger school and their class dates. Your best bet is to contact SFC Bryon Johnson and he may be able to assist, you may need a FOIA request submitted to the school to determine. His email address is as follows: bryan.d.johnson4.mil@mail.mil

Hope this helps, Please explain to SFC Johnson your concerns and he will direct you to the appropriate office.

RLTW

Rick Barela



Richard (Rick) S. Barela, President
75th Ranger Regiment Assn., Inc.
(509) 440-1126

On 2018-05-19 10:41, Barb Krupiarz wrote:

Dear President Barela,

I recently submitted a FOIA request for information on military records for Reginald Thomas Avery. As you will see in the attached email he submitted as a bio as our previous local PTA Council President, he claims to be a trained Army Ranger, been educated at West Point, and has served as a US Army Attache to the American Embassy in Manila, Philippines.

The FOIA response (also attached) showed that he attended West Point for a semester and a half. His only overseas assignments listed were in Japan and Korean. The response neither confirms nor denies his claim of being a trained Army Ranger. Is there any way that you could confirm this claim?

Mr. Avery is a member of a local government veteran committee, has previously run for political office, and has expressed interest in running for office again. I am trying to verify the accuracy of his military service claims.

Thank you for your assistance.

Barbara Krupiarz
7834 Rockburn Dr
Ellicott City, MD 21043
410-360-7674

Subject: RE: [Non-DoD Source] Fwd: requesting verification (UNCLASSIFIED)
From: "Brasher, James J CSM USARMY INFANTRY SCHL (US)" <james.j.brasher.mil@mail.mil>
Date: 8/8/2018, 5:59 AM
To: Barb Krupiarz <barbkrup@verizon.net>, "Vincent, Douglas G COL USARMY INFANTRY SCHL (US)" <douglas.g.vincent2.mil@mail.mil>
CC: Travis West <travis.west@ranger.org>, "Billings Jeremy K SFC (3/75)" <jeremy.billings1@socom.mil>

CLASSIFICATION: UNCLASSIFIED

We have reviewed our records. We do not show a Reginald Thomas Avery as having participated in Ranger training.

CSM James Brasher
Airborne and Ranger Training Brigade
W: 706-544-7365
C: 706-580-7066
james.j.brasher.mil@mail.mil

-----Original Message-----

From: Barb Krupiarz [<mailto:barbkrup@verizon.net>]
Sent: Sunday, August 5, 2018 4:57 PM
To: Vincent, Douglas G COL USARMY INFANTRY SCHL (US) <douglas.g.vincent2.mil@mail.mil>; Brasher, James J CSM USARMY INFANTRY SCHL (US) <james.j.brasher.mil@mail.mil>
Cc: Travis West <travis.west@ranger.org>
Subject: [Non-DoD Source] Fwd: requesting verification

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

Dear Sirs,

I believe I followed the attached instructions for Ranger Tab Checks provided to me by US Army Ranger Association President, Travis James West. However, I have not received a response from you. Please provide any corrections to the process, if necessary, and I will follow your instructions to obtain the information I am requesting.

Thank you for your assistance.

Barbara Krupiarz

----- Forwarded Message -----

Subject: Fwd: requesting verification

Date: Fri, 11 May 2018 10:08:47 -0400
From: Barb Krupiarz <barbkrup@verizon.net> <Caution-mailto:barbkrup@verizon.net>
To: douglas.g.vincent2.mil@mail.mil <Caution-mailto:douglas.g.vincent2.mil@mail.mil> ,
james.j.brasher.mil@mail.mil <Caution-mailto:james.j.brasher.mil@mail.mil>

Dear sirs,

Per guidance in the attached memo, I am writing to you to request verification of completion of US Army Ranger training by the following individual:

Reginald Thomas Avery; born (I believe) March 15, 1954; attended US Military Academy, West Point July 3, 1972 - March 1, 1973

If you require additional information, please advise.

Thank you.

Barbara Krupiarz
Ellicott City, MD
410-360-7674

----- Forwarded Message -----

Subject: Re: requesting verification
Date: Fri, 11 May 2018 08:26:38 -0500
From: Travis West <travis.west@ranger.org> <Caution-mailto:travis.west@ranger.org>
To: Barb Krupiarz <barbkrup@verizon.net> <Caution-mailto:barbkrup@verizon.net>

Please see attached.

TJ

Travis James West
US Army Ranger Association, President
(608) 535-6421

On Fri, May 11, 2018, 08:23 Barb Krupiarz <barbkrup@verizon.net> <Caution-mailto:barbkrup@verizon.net> > wrote:

Mr. West,

Thank you for your time on the phone today. As discussed, I would appreciate the procedures for requesting verification of completed US Army Ranger training for an individual.

Sincerely,

Barbara Krupiarz
Ellicott City, MD
410-379-5631

Strengthening relationships among all US Army Rangers - past, present, and future; fostering camaraderie among those who have earned the title, US Army Ranger; and providing an extended community for all US Army Rangers and their families.

P.O. Box 52126, Ft. Benning, Georgia 31995-2126 | Caution-www.ranger.org < Caution-<http://www.ranger.org> >

CLASSIFICATION: UNCLASSIFIED

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Tuesday, June 18, 2024 9:11 AM
To: CouncilMail
Cc: rtavery11@gmail.com
Subject: CR69-2024 Reginald Avery's Nomination to the Alcoholic Beverages Hearing Board Should Be Withdrawn
Attachments: CA - The Collective 13 Hospitality Group lease.pdf; CR69-2024 Reginald Avery ABHB .pdf
Follow Up Flag: Follow up
Flag Status: Flagged

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

Attached please find **CR69-2024 - REGINALD AVERY'S MEMBERSHIP ON THE COLUMBIA ASSOCIATION BOARD AND/OR THE INNER ARBOR TRUST BOARD DISQUALIFIES HIM FROM SERVING ON THE HOWARD COUNTY ALCOHOLIC BEVERAGE HEARING BOARD** which explains the legal conflicts which disqualify Avery from serving on the ABHB as provided in the State law for Howard County and/or under the Howard County Public Ethics Law.

For the reasons discussed therein, the nomination should be withdrawn.

Joel Hurewitz

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this "Lease") is made as of the 30 day of Dec., 2021, by and between COLUMBIA ASSOCIATION, INC., a Maryland non-stock corporation ("Landlord"), and THE COLLECTIVE 13 HOSPITALITY GROUP, LLC, a Maryland limited liability company ("Tenant").

WITNESSETH, THAT FOR AND IN CONSIDERATION of the rents, and of the mutual covenants and agreements of the parties hereto, as are hereinafter set forth, Landlord and Tenant do hereby agree as follows:

ARTICLE I - The Premises

Section 1.1. Demise. Landlord hereby leases to Tenant, and Tenant rents from Landlord, those certain premises consisting of (a) approximately 1,425 square feet ("Area A1 and A2"), and (b) approximately 3,760 square feet ("Area B1 and B2"), each as shown on Exhibit A attached hereto (collectively, the "Premises"). Tenant shall accept the Premises on the Commencement Date in its "AS-IS, WHERE-IS" condition, except that Landlord will trim the tree limbs on the three trees (located on the patio to the left side of the Restaurant space, below the stairs) and deliver the Premises with a brick and concrete surface. Under no circumstances shall Tenant be permitted to expand the use of the Premises beyond the limits shown in Exhibit A, with any furniture, rope stanchions or other equipment or fixtures of any type whatsoever.

ARTICLE II - Term; Commencement Date and Renewal

Section 2.1. Date of Effectiveness. The term of this Lease (the "Term") shall commence on that date (the "Commencement Date") on which Tenant opens for business under that certain lease by and between Columbia Mall Business Trust, as landlord and Tenant (the "Restaurant Lease") for the certain restaurant space located at 10221 Wincopin Circle, Columbia, Maryland 21045 (the "Restaurant") and shall continue thereafter for a period of seventy-two (72) full calendar months (unless terminated sooner pursuant to the terms and conditions hereof), but subject to any renewal of the Term as set forth in Section 2.2, below. If for any reason the Commencement Date of the Term of this Lease shall not have occurred within twelve (12) months from the date of this Lease then, unless the parties shall otherwise agree, this Lease shall be canceled, and neither party shall have any further liability arising hereunder. Tenant shall have the right to terminate this Lease upon 30 days' notice to Landlord: (a) at any time during the last six (6) months of the Term; and (b) upon the termination of the Restaurant Lease for any reason other than Tenant default thereunder. In addition to and notwithstanding anything to the contrary contained in this Lease, if at any time during the Term, the Restaurant Lease or any other right of Tenant to occupy or use the Restaurant terminates for any reason, this Lease shall terminate simultaneously with the termination of Tenant's rights to the Restaurant.

Section 2.2. Renewal. Tenant shall be entitled to renew this Lease for one (1) additional term of five (5) years, commencing immediately following the expiration of the original Term, on the same terms and conditions of this Lease, except that the Base Rent for Area A1 and A2 for the renewal term shall be Nineteen Thousand Two Hundred Dollars (\$19,200) per year and the Base Rent for Area B1 and B2 shall be as set forth in Section 3.1.2 hereof. Tenant shall be obligated to pay Base Rent beginning on the commencement date of the renewal term. Tenant shall be required to give written notification to Landlord not less than six (6) full calendar months prior to the scheduled termination date of the original Term of its intention to elect to renew this Lease.

ARTICLE III - Rents; Real Estate Taxes and Insurance

Section 3.1. Base Rent.

3.1.1. Area A1 and A2. Tenant covenants and agrees to pay to Landlord, beginning on the Rent Commencement Date, annual Base Rent for Area A1 and A2 of Sixteen Thousand Eight Hundred Dollars (\$16,800), in monthly installments of \$1,400, payable in advance on the first day of each calendar month without demand therefor and without any set-off or deduction whatsoever; provided, however, that if the Term of this Lease shall commence on a day other than the first day of a month, the first payment shall include any prorated Base Rent for the period from the Rent Commencement Date to the first day of the first full calendar month thereafter. For purposes of this Lease, the Rent Commencement Date shall mean that date, as to Area A1 and A2, which is ninety (90) days after the Commencement Date. Provided that no Event of Default shall then exist, Tenant shall receive a credit against its Base Rent obligation for Area A1 and A2 for such ninety (90) day period. Provided that no Event of Default shall exist, Tenant shall also receive a credit against its Base Rent obligation otherwise due for Area A1 and

A2 for (a) the thirteenth (13th), fourteenth (14th) and fifteenth (15th) months of the Term of the Lease, and (b) for the twenty-fifth (25th), twenty-sixth (26th) and twenty-seventh (27th) months of the Term of the Lease.

3.1.2. Area B1 and B2. Notwithstanding the foregoing, Tenant shall have the right during the Term, as to Area B1 and B2 only, to lease Area B1 and B2 for a period of May 1 through September 30 (each an "Area B Term"), by giving Landlord written notice during the period from February 1 to March 1 each year. Notwithstanding the foregoing, July 4 and July 5 shall not be included in an Area B Term during the term of this Lease. Tenant covenants and agrees to pay to Landlord, beginning on the commencement of an Area B Term, monthly Base Rent for Area B1 and B2 of Two Thousand Dollars (\$2,000), in advance on the first day of each calendar month without demand therefor and without any set-off or deduction whatsoever. Tenant shall also have the right to lease Area B1 and B2 from time to time upon not less than five (5) days' prior written notice to Landlord during periods other than the Area B Term (each, a "Per Diem Term"). The daily Base Rent during the Per Diem Term shall be Five Hundred Dollars (\$500.00). During each calendar year, Tenant shall be entitled to two (2) days during a Per Diem Term for which Tenant is not obligated to pay the daily Base Rent for leasing Area B1 and B2. As to any Per Diem Term, Tenant shall pay the applicable rental prior to the applicable Per Diem Term without demand therefor and without any set-off or deduction whatsoever.

Section 3.2. Additional Rent. Whenever, under the terms of this Lease, any sum of money required to be paid by Tenant in addition to the Base Rent, whether or not such sum is herein designated as "Additional Rent," or provision is made for the collection of such sum as "Additional Rent," then said sum shall, nevertheless, at Landlord's option, if not paid when due, be deemed Additional Rent, and shall be collectible as such. The term "Rent" shall include Base Rent (for both Area A1 and A2 and Area B1 and B2, as applicable), Additional Rent and all other sums required to be paid by Tenant under this Lease.

Section 3.3. Payment of Rent. Tenant shall pay the Rent, in lawful currency of the United States of America, to Landlord by delivering or mailing it (postage prepaid) to Landlord's address which is set forth in Article X (Notice and Payment Addresses) hereof, or to such other address or in such other manner as Landlord from time to time specifies by written notice to Tenant. In addition to all other remedies, Tenant shall pay a "late charge" equal to five percent (5%) of any installment of Base Rent or Additional Rent if the payment is not received by Landlord within five (5) days of the date when due, to cover the extra expense incurred by Landlord as a result of a delinquent payment, which late charge shall be deemed Additional Rent, plus interest (which shall also be deemed Additional Rent) at the annual rate of twelve percent (12%) from the due date of any such payment if such payment is not received by Landlord within five (5) days of its due date. Any payment made by Tenant to Landlord on account of Rent may be credited by Landlord to the payment of any Rent then past due before being credited to Rent currently falling due. Any such payment which is less than the amount of Rent then due shall constitute a payment made on account thereof, the parties hereto hereby agreeing that Landlord's acceptance of such payment (whether or not with or accompanied by an endorsement or statement that such lesser amount or Landlord's acceptance thereof constitutes payment in full of the amount of Rent then due) shall not alter or impair Landlord's rights hereunder to be paid all of such amount then due, or in any other respect.

ARTICLE IV – Security Deposit

Section 4.1. Security Deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum of \$1,400.00 as a security deposit (the "Security Deposit"), the receipt of which is hereby acknowledged by Landlord. Landlord shall have the right, but not the obligation, at any time to apply the Security Deposit to cure any breach by Tenant under this Lease, and in that event, Tenant shall immediately pay Landlord any amount necessary to restore the Security Deposit to its original level. To the extent permitted by law, Landlord shall be entitled to the full use of the Security Deposit and shall not be required either to keep the Security Deposit in a separate account or to pay interest on account thereof. The Security Deposit, or so much thereof as remains after application by Landlord as permitted by this Lease, shall be returned to Tenant within thirty (30) days following the later to occur of (a) the date upon which the Term ends, and (b) the date upon which Tenant has performed all of the obligations imposed upon Tenant pursuant to this Lease.

ARTICLE V - Use of the Premises

Section 5.1. Permitted Uses. The Premises shall be used solely for a patio/outdoor seating area consisting of tables, chairs and trash receptacles furnished by Tenant at its sole cost and expense (the "Outdoor Area Furniture") for customers purchasing beverages and/or food from the Restaurant and for private parties catered by

Tenant with live music accompaniment (which live music must be coordinated in advance with Landlord) (the "Intended Use") in accordance with applicable zoning regulations, and for no other purpose without Landlord's consent. The Outdoor Area Furniture, including, without limitation, the color, design, material, finish, method of installation, size, number of seats and exact location of the Outdoor Area Furniture shall be approved by Landlord and all applicable governmental and/or quasi-governmental authorities and all third parties (if any) with approval rights. If required by any governmental or quasi-governmental authority, Tenant shall be obligated to include a rail or fencing for the Premises. Tenant shall, however, at all times maintain boundary markings or barriers for the Premises and all such boundary markings and/or barriers shall be subject to Landlord's reasonable requirements and consent. The Premises shall only be operated during those hours as Tenant is open for business to the public pursuant to the terms of Tenant's lease for the Restaurant; provided, however, in no event shall the Premises be operated at any time when prohibited by applicable laws or any requirements, including any applicable liquor board requirements. In addition, Tenant shall not use, occupy, suffer or permit the Premises or any part thereof to be used in any manner, or suffer or permit anything to be brought into or kept therein, which would violate: (i) any mortgage, deed of trust or loan agreement which may now or hereafter affect the Premises; (ii) any law, statute, ordinance, notice, order, rule, regulation or other requirement of any federal, state or municipal government or the appropriate department, commission, board or office thereof now or hereafter in force which may be applicable to any portion of the Premises and all requirements, obligations and conditions of all instruments of record affecting the Premises; or (iii) any requirements of any insurance policy covering or applicable to any part of the Premises or the use thereof, any requirements of the issuer of any such policy, and any orders, rules, regulations, recommendations and other requirements of the local board of fire underwriters of any other body exercising the same or similar functions and having jurisdiction or cognizance of any part of the Premises. Tenant shall be responsible to secure all permits and approvals, at its sole cost and expense, required for the use and operation of the Premises and shall pay for all inspection fees.

Further and in addition to the foregoing, Tenant covenants and agrees that Tenant, at Tenant's expense, will: (a) maintain the Premises, at its expense, in a clean, attractive, orderly and sanitary condition and free of insects, rodents, vermin and other pests and including removing any snow and ice therefrom while in operation by Tenant, and including regularly power-washing (not less than once per month) the Premises and cleaning/clearing of the outdoor drain, and policing the Premises each day after closing or before opening so as to remove any debris that may have been discarded by employees and/or patrons of Tenant); (b) keep any garbage, trash, rubbish or refuse in suitable refuse containers and have such garbage, trash, rubbish and refuse removed at its expense on a regular basis; (c) place neat, fitted covers to be placed over food grill, beverage dispensers and similar equipment during hours that Tenant is not utilizing the Premises; (d) clean waterfowl waste from the Premises and prohibit its staff and patrons from feeding waterfowl; and (e) not cause or permit any nuisance to be conducted in or about the Premises. Tenant shall coordinate any activities that include live, recorded, amplified music or announcements with Landlord's contractors and subcontractors hired to implement and execute summer events and activities scheduled in the areas surrounding the Premises. Approved amplified music and announcements by Tenant must comply with all governmental noise control ordinances, rules and regulations stated in *Howard County, Maryland Code of Ordinances, Title 8. Crimes & Misdemeanors, Subtitle 9. Noise, Section 8.900, Noise Affecting Residential Areas*. Tenant shall use its commercially reasonable efforts to discourage loitering in the Premises by persons who are not paying customers. Tenant shall not store equipment, furnishings or other property in the Premises during any period that Tenant is not actively utilizing the Premises. If Tenant should default in the performance of any of its obligations under this Section 5.1 and has not corrected the violation within twenty four (24) hours after notice (which may be verbal or by e-mail) of such violation from Landlord, Tenant shall pay Landlord a daily fee per violation of Two Hundred and Twenty Five Dollars (\$225.00). Said daily fee shall accrue until Tenant corrects said violation to the satisfaction of Landlord. Thereafter, Landlord may, but is not obligated to, and in addition to any other rights it may have in law or in equity, after five (5) days' advance written notice to Tenant (except in the case of an emergency) to cure such default, and Tenant shall reimburse Landlord for any sums paid or costs incurred by Landlord in curing such default, which sums, costs and interest shall be deemed Additional Rent, and shall be payable by Tenant within ten (10) days of demand therefor by Landlord.

Use of vehicles by Tenant is strictly prohibited on the Premises and the surrounding property. Tenant shall repair promptly, at its sole cost and expense, any damage Tenant causes to the Premises and the surrounding property owned by Landlord by bringing onto the Premises any property for Tenant's use or by the installation or removal of such property. Tenant shall make periodic inspections to determine whether damage has occurred and if so, shall promptly make repairs. Tenant also shall make repairs within thirty (30) days of receiving written notice from Landlord of the need for such repairs. In the event Tenant fails to make such repairs, Landlord may, but is not

obligated to make the repairs, and Tenant shall reimburse Landlord for the costs of such repairs within five (5) days after receipt of Landlord's invoice for such work.

Subject to Tenant's strict compliance with all applicable laws and the provisions of this Lease, Tenant shall have a revocable and non-transferrable license during the Term to offer alcoholic beverages for on-premises consumption. In addition to all of Tenant's other obligations under this Lease, Tenant shall comply with all laws applicable to production, display, sale and consumption of wine, beer, liquor or other alcoholic beverages and shall obtain and maintain all required zoning approvals and permits. Tenant shall maintain all liquor liability insurance described in Section 6.1 and shall indemnify Landlord as provided for in Section 15.2. This license is personal to Tenant and may be revoked by Landlord at any time following a default by Tenant under this Lease, including without limitation any failure to comply with applicable laws and the other provisions of this Section. Any breach of any of the foregoing by Tenant shall be an immediate event of default hereunder, without any right to cure (except that in the event that Tenant is cited by a governmental authority for a failure to comply with applicable laws, and such governmental authority grants to Tenant a cure period for the cited violation, Landlord shall grant Tenant a concurrent cure period), in respect of which Landlord may exercise any or all rights and remedies provided in this Lease including, without limitation, the right to terminate this Lease.

Section 5.2. Hazardous Materials; Indemnity. Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees in violation of any federal, state or local environmental laws, and the regulations promulgated under such laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs, for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the original Term or any renewal term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of any Hazardous Material present on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all reasonable actions, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Maryland or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (i) defined as a hazardous substance or material under the laws of the State of Maryland; (ii) petroleum, petroleum products, anti-freeze, grease, natural gas, natural gas liquids and synthetic gas; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act (See U.S.C. Section 1321); (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq.

Section 5.3. Zoning and License Approvals. Anything herein elsewhere contained to the contrary, this Lease and all the terms, covenants and conditions hereof are in all respects subject and subordinate to all zoning and other restrictions affecting the Premises in which they are located, and Tenant agrees to be bound by such restrictions. Landlord further does not warrant that any license or licenses, permit or permits, which may be required for business to be conducted by Tenant on the Premises will be granted, or, if granted, will be continued in effect or renewed, and any failure to have obtained such license or licenses, permit or permits, or any revocation thereof or failure to renew the same shall not release Tenant from its obligations under this Lease. Tenant acknowledges and agrees that Tenant has reviewed all applicable zoning restrictions and site plans affecting the Premises to the extent Tenant deems such review to be necessary or desirable. Tenant further agrees that Tenant shall not participate in any action or proceeding to challenge or change any zoning restrictions.

ARTICLE VI - Insurance

Section 6.1. Tenant's Insurance. Throughout the Term of this Lease, and any extensions and renewals thereof, Tenant, at its sole cost and expense, and for the mutual benefit of Landlord and Tenant, shall carry and maintain the following types of insurance in the amounts specified:

(1) General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

(2) Worker's compensation to the extent and in the amounts required by law in the state of Maryland with Employers' Liability limit of One Million Dollars (\$1,000,000.00) each accident/ One Million Dollars (\$1,000,000.00) policy limit/ One Million Dollars (\$1,000,000.00) each employee.

(3) Umbrella Liability coverage limit of Five Million Dollars (\$5,000,000.00) with follow form of the General Liability and Employers' Liability.

(4) Insurance on the Premises against loss or damage by fire and all of the hazards included in the extended coverage endorsement, at full replacement cost value.

(4) All risk property insurance written at full replacement cost value covering all of Tenant's property within the Premises. Coverage to include Business Interruption to the fullest extent possible.

In addition to (and not in lieu of) all other insurance policies required in this Lease, at Tenant's sole cost and expense, shall obtain and thereafter maintain at all times during the Term, either: (a) a policy of liquor liability coverage; or (b) an endorsement to Tenant's commercial general liability policy that provides an exception to the policy's liquor liability exclusion. In addition, in the event Maryland passes a law, either judicially or through the legislature, regarding dram shop liability, Tenant, within thirty (30) days of such enactment shall obtain any additional coverages of liquor law legal liability insurance and/or Dram Shop liability insurance, in compliance with such requirements. Such policy or policies of insurance shall have a minimum combined single limit per occurrence in amounts reasonably acceptable to Landlord, but not less than One Million and 00/100 Dollars (\$1,000,000.00), shall apply to bodily injury, fatal or nonfatal; injury to means of support; and injury to property of any person. In the event Tenant shall fail to procure and thereafter maintain such insurance, then sales of the foregoing products shall be suspended immediately until such coverage is again in force.

Section 6.2. Tenant's Policy Requirements. All policies required by Tenant hereunder shall be maintained with insurers reasonably acceptable to Landlord and licensed to issue insurance in the State of Maryland. Tenant agrees that certificates of insurance will be delivered to Landlord as soon as practicable after the placing of the required insurance and in all events prior to the Commencement Date and then at least five (5) days prior to any renewal of insurance. Tenant shall notify Landlord in writing, by registered mail, not less than 30 days prior to any material change, reduction in coverage, cancellation, or termination thereof. All Tenant's policies, including general liability and umbrella liability, shall be written as primary policies and not contributing with, or in excess of, any coverage which Landlord may carry and shall name Landlord, and at the request of Landlord, its mortgagee(s), as additional insured(s). Subject to Section 6.5 herein, all public liability and property damage policies shall contain a provision that Landlord, without regard to any partial or total exclusion or exception of such coverage for Tenant, shall be entitled to recover under said policies for any loss occasioned to it, its employees, agents, customers, visitors, licensees or concessionaires, by reason of the willful or negligent acts or omissions of Tenant, its employees, agents, visitors, licensees, subtenants or concessionaires. All insurance required to be maintained by Tenant must be issued by carriers having a Best's Rating of A or better, and a Best's Financial Size Category of VIII, or better, and/or Standard & Poor Insurance Solvency Review A-, or better.

Section 6.3. Landlord's Insurance. Landlord will have the right, but not the obligation, to obtain property, flood and such other insurance as Landlord determines from time to time or is required by any mortgagee of the Premises. Landlord will not insure Tenant's fixtures or equipment or building improvements installed or paid by Tenant. Landlord may obtain commercial general liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability with respect to the Premises. The policy obtained by Landlord will not provide primary insurance, will not be contributory and will be excess over any liability insurance maintained by Tenant. Landlord may also maintain a rental income insurance policy, with loss payable to Landlord. All deductibles, retentions, and/or uninsured amounts shall be paid by, assumed by, for the account of, and at Tenant's

sole risk. Landlord shall not be responsible for payment of any deductible or self-insured retention or uninsured amount.

Section 6.4. Increase in Insurance Premiums. Tenant covenants that it will not do, suffer nor permit anything to be done in or about the Premises which will contravene the policy or policies of insurance against loss by fire, public liability or any other policies of insurance, if any, which may be carried by Landlord on the Premises. If any insurance policy carried by Landlord on the Premises or personal property contained therein shall be cancelled or cancellation shall be threatened or the coverage thereunder reduced or threatened to be reduced, in any way by reason of the use or occupancy of the Premises or any part thereof by Tenant or by any one claiming through or under Tenant or by anyone permitted by Tenant to be upon the Premises, and, if Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation or reduction of coverage within five (5) days after written notice thereof, then, Landlord may, at its option: (i) exercise any remedy available to it for breach of this Lease pursuant to Article XVII hereof; or (ii) assess against Tenant, as Additional Rent, any increase in premiums for said insurance policy over the rates therefor otherwise available to Landlord that may be charged during the Term of this Lease on the amount of such insurance which may be carried by Landlord on the Premises, resulting from the type of business operated by Tenant or by any act or omission of Tenant in the Premises, whether or not Landlord has consented to the same and whether or not said act or omission is referred to in Landlord's policy of insurance.

Section 6.5. Mutual Waiver of Subrogation. Notwithstanding any other provisions of this Lease to the contrary, Landlord and Tenant hereby waive any right that each may have against the other on account of any loss or damage occasioned to its property arising from any risk generally covered by general liability and umbrella liability, worker's compensation and fire and extended coverage insurance, together with insurance against sprinkler damage, vandalism and malicious mischief, whether or not such a policy shall be in force. The parties hereto also each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that such insurance company(ies) may have against Landlord, said other parties, tenant or occupants, or Tenant, as the case may be.

ARTICLE VII - Maintenance

Section 7.1. Tenant's Repairs.

(1) Tenant hereby covenants to keep the Premises in good order including, when necessary, replacements of any installations or equipment, or any part thereof, and to surrender the peaceful and quiet possession of the Premises at the end of the Term or any renewal thereof in as good condition as when received, ordinary wear and tear and damage by fire or other casualty excepted. Tenant will repair promptly, at its own expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation, use or removal of such property, regardless of fault or by whom such damage shall be caused.

(2) If Tenant shall not proceed promptly and diligently to make any repairs or perform any obligation imposed upon it by the preceding subsections within three (3) business days after receiving written notice from Landlord to make such repairs or perform such obligation, then and in such event Landlord may, at its option, enter the Premises and do and perform the things specified in said notice, without liability on the part of Landlord for any loss or damage resulting from any such action by Landlord, and Tenant agrees to pay promptly within five (5) days of demand therefor, as Additional Rent, any cost or expense incurred by Landlord in taking such action.

ARTICLE VIII - Fire and Other Casualties

Section 8.1. General. If the Premises are destroyed or rendered untenable, either wholly or in part, by fire or other casualty ("Casualty"), Tenant will immediately notify Landlord in writing upon the occurrence of such Casualty. Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease will remain in full force and effect, or (ii) terminate the Lease as of the date the Casualty occurred. Landlord will notify Tenant within thirty (30) days after receipt of notice of the Casualty whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant may, upon not less than fifteen (15) days' written notice to Landlord after receipt of Landlord's notice electing to repair the damage, terminate this Lease. If Landlord elects to repair the damage (and Tenant does not elect to terminate this Lease as provided above, in this Section 8.1), Tenant will pay Landlord the portion of the deductible amount under Landlord's insurance allocable to the damage to the Premises and, if the damage was due to an act or

omission of Tenant or its employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord.

ARTICLE IX - Condemnation

Section 9.1. Right to Award. If any or all of the Premises is taken by the exercise of any power of eminent domain or is conveyed to or at the direction of any governmental entity under a threat of any such taking (each of which is hereinafter referred to as a "Condemnation"), Landlord shall be entitled to collect from the condemning authority thereunder the entire amount of any award made in any such proceeding or as consideration for such conveyance, without deduction therefrom for any leasehold or other estate held by Tenant under this Lease. Tenant hereby: (a) assigns to Landlord all of Tenant's right, title and interest, if any, in and to any such award; (b) waives any right which it may otherwise have in connection with such Condemnation, against Landlord or such condemning authority, to any payment for (i) the value of the then-unexpired portion of the Term of this Lease, (ii) leasehold damages, and (iii) any damage to or diminution of the value of Tenant's leasehold interest hereunder or any portion of the Premises not covered by such Condemnation; and (c) agrees to execute any and all further documents which may be required to facilitate Landlord's collection of any and all such awards. Subject to the operation and effect of the foregoing provisions of this Section 9.1, Tenant may seek, in a separate proceeding, a separate award on account of any damages or costs incurred by Tenant as a result of such Condemnation, so long as such separate award in no way diminishes any award or payment which Landlord would otherwise receive as a result of such Condemnation.

Section 9.2. Effect of Condemnation. If the Premises are covered by a Condemnation, in whole or in part, this Lease shall terminate as to the part condemned on the date title or possession vests in the condemning authority, whichever is first. If (a) twenty-five percent (25%) or more of the Premises is covered by a Condemnation, then Landlord or Tenant may elect, by written notice to the other within thirty (30) days of the Condemnation, to terminate this Lease, or (b) any of the Premises is covered by a Condemnation and, in Landlord's opinion, it would be impractical to restore or to continue to operate the remainder thereof, then Landlord may elect to terminate this Lease by written notice within thirty (30) days of the Condemnation. Upon any such election, the Term shall terminate on the date on which title or possession of so much of the Premises as is covered by such Condemnation is taken by the condemning authority thereunder, and all Rent and other charges payable hereunder shall be apportioned and paid to such date.

Section 9.3. Limitation of Liability. If there is a Condemnation, Landlord shall have no liability to Tenant on account of any: (a) interruption of Tenant's business upon the Premises; (b) diminution in Tenant's ability to use the Premises; or (c) other injury or damage sustained by Tenant as a result of such Condemnation.

Section 9.4. Conduct of Proceedings. Except for any separate proceeding brought by Tenant under the provisions of Section 9.1, Landlord shall be entitled to conduct any such condemnation proceeding and any settlement thereof free of interference from Tenant, and Tenant hereby waives any right which it otherwise has to participate therein.

ARTICLE X - Notice and Payment Addresses

Section 10.1. Landlord's Address. All payments to be made to Landlord and all notices to be provided to Landlord hereunder shall be in writing and sent to: Columbia Association, Accounting Division, 6310 Hillside Court, Columbia, Maryland 21046.

Section 10.2. Tenant's Address. All notices to be provided to Tenant hereunder shall be sent to Tenant at 5115 Crystal Park Lane, Ellicott City, MD 20143, Attn: Staci Samaras.

Section 10.3. Change of Address. Tenant and Landlord may change their notice and payment addresses by providing written notice thereof to the other party.

Section 10.4. Effectiveness of Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) (1) forty-eight (48) hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (2) the next business day after having been deposited (in time for delivery by such service on such business day) with Federal Express or another national courier service, or (3) (if

such party's receipt thereof is acknowledged in writing) upon having been sent by telefax, electronic mail or another means of immediate electronic communication, in each case to the address of such party set forth above, or (ii) (if such party's receipt thereof is acknowledged in writing) upon being given by hand or other actual delivery to such party.

ARTICLE XI - Assignment and Subletting

Section 11.1. Conditions. Tenant shall not assign, transfer (which shall include a change in the controlling interest in Tenant), mortgage, hypothecate or otherwise encumber this Lease, nor sublease all or any part of the Premises, nor permit other persons to occupy the Premises or any part thereof, nor grant any license or concession for all or any part of the Premises (a "Transfer"), without the prior written consent of Landlord, which consent shall, if the requested Transfer is part of the same transaction where the landlord under the Restaurant Lease has consented to an assignment, subletting or other transfer of the Restaurant Lease, not be unreasonably withheld, conditioned or delayed. In all other circumstances, Landlord's consent to a Transfer may be withheld in the sole and absolute discretion of Landlord. Any consent by Landlord to a Transfer hereunder shall not constitute a waiver of the necessity of obtaining such consent as to any subsequent Transfer, nor shall it relieve Tenant of liability under this Lease. With any request for Landlord's consent to a Transfer, Tenant shall pay to Landlord any and all costs (including reasonable attorneys' fees) incurred by Landlord in connection with such consent, whether or not Landlord gives its consent. An assignment for the benefit of Tenant's creditors or otherwise by operation of law shall not be effective to transfer or assign Tenant's interest under this Lease unless Landlord shall have first consented thereto in writing. Any consent given by Landlord pursuant to the terms of this Article XI shall be expressly subject to each and every term, covenant and condition of this Lease, unless otherwise specifically provided in writing.

ARTICLE XII - Alterations

Section 12.1. Landlord's Approval Required. Tenant shall not make any alterations, additions or improvements to the Premises, or any part thereof, without Landlord's prior written consent in each instance first had and obtained, which consent may be withheld in the sole and absolute discretion of Landlord. Any alterations, additions or improvements made by Tenant shall immediately become the property of Landlord (excluding Tenant's trade fixtures which shall remain the property of Tenant) and shall remain upon the Premises or Landlord, at its election, may require Tenant to remove the same and restore the Premises to its original condition, in which event Tenant shall comply with such requirement prior to the expiration or other termination of this Lease. Tenant shall not cut or drill into or secure any fixture, apparatus or equipment of any kind in or to any part of the Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant acknowledges and agrees that no fixtures, decorations, lights, advertising, banners, lettering or any other items are permitted to be attached to the trees or vegetation in, on or around the Premises.

Section 12.2. Liens Upon Landlord's Property. No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, and no mechanics or other lien shall be allowed against the interest of Landlord in the Premises by reason of any consent given by Landlord to Tenant to improve, alter or repair the Premises. Tenant shall pay promptly all persons furnishing labor and/or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the reasonable satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded within fifteen (15) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rent.

ARTICLE XIII- Subordination and Attornment

Section 13.1. Subordination. Tenant's rights under this Lease are, and shall always be, subordinate to the operation and effect of any mortgage or deed of trust or any other instrument of financing now or hereafter placed upon the Premises, or any part thereof, by Landlord, or any renewal, modification, consolidation,

replacement or extension of any such instrument (hereinafter collectively referred to as "Financing Instrument"). The foregoing sentence shall not be operative if the holder of a Financing Instrument elects to have Tenant's interest hereunder superior to the interest of the holder of such Financing Instrument. This provision shall be self-operative and no further instrument of subordination shall be necessary, but Tenant shall execute promptly any instrument of subordination that Landlord may request. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant.

Section 13.2. Attornment. Tenant agrees that upon the sale or the placing of a mortgage on the Premises or upon foreclosure or sale under a Financing Instrument to which this Lease is now or shall thereafter become subject and subordinate, Tenant will attorn to the mortgagee or purchaser upon foreclosure, will pay to said mortgagee or purchaser all the rents and other monies required to be paid by Tenant hereunder, and perform all of the other terms, covenants, conditions and obligations in this Lease contained as if said mortgagee or purchaser was the original landlord herein.

ARTICLE XIV - Right of Entry

Section 14.1. Right of Entry. Landlord or Landlord's agents shall have the right upon reasonable prior notice to enter the Premises at all reasonable times to examine the same, and to show to prospective purchasers, mortgagees, or lessees of the Premises, and to make (or cause to be made) such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If a representative of Tenant shall not be present to open and permit an entry into the Premises, at any time, when for any reason an entry therein shall be immediately necessary or permissible as a result of an emergency, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or any part thereof, except as otherwise herein specifically provided.

ARTICLE XV - Non-Liability and Indemnification

Section 15.1. Non-Liability. Neither Landlord nor Landlord's agents or representative shall be liable to Tenant or Tenant's agents, employees, contractors, invitees or licensees or any other occupants of the Premises, and Tenant shall save Landlord and Landlord's agents and representatives harmless from any loss, cost, liability, claim, damage, expense (including reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or any damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the Premises or caused by operations in construction of any private, public or quasi-public work, except to the extent due to the gross negligence of Landlord or Landlord's agents without contributory negligence on the part of Tenant, its employees, agents, contractors, invitees or licensees. Landlord and Landlord's agents shall not be liable, to the extent of Tenant's insurance coverage, for any loss or damage to any person or property even if due to the gross negligence of Landlord or Landlord's agents.

Section 15.2. Indemnification. Tenant hereby agrees to protect, indemnify, defend and save harmless Landlord and Landlord's agents against liability in connection with or arising from (i) any default by Tenant in the performance of any of the terms of this Lease on Tenant's part to be performed, or (ii) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming through or under Tenant, or (iii) any acts, omissions, negligence or intentional acts of Tenant or any such person, or the contractors, agents, employees, invitees or licensees of Tenant or any such person, in or about the Premises either prior to, during or after the expiration of, the Term. If any action or proceeding shall be brought against Landlord or Landlord's agents, based upon any such claim, Tenant additionally shall indemnify Landlord or Landlord's agents for reasonable attorneys' fees, penalty, fines, damages (including actual, consequential and punitive) or charges imposed or settlements thereof for any violation of any laws and disbursements in connection with such action or proceeding. In addition, Tenant shall indemnify and defend Landlord from and against all actual or alleged claims, suits, judgments and settlements asserted or claimed by any customer, his or her heirs, executors, administrators or by any member of the family of a customer or by any other party (such as, without limitation, a third party injured by an alcohol-impaired customer whether within or outside the Premises, including, without limitation, the Restaurant, sidewalks and parking areas) which may arise or be related to the production, distribution or serving of alcoholic beverages to such customer, including liability under any dram shop law, host liquor law or similar law and any damages, injury or death which may result therefrom. Tenant shall pay to Landlord as Additional Rent, within fifteen (15) days

following rendition by Landlord to Tenant of bills or statements therefor, sums equal to all losses, costs, liabilities, claims, damages, fines, penalties and expenses referred to herein.

ARTICLE XVI - Termination; Surrender; Holdover

Section 16.1. Termination. This Lease and the tenancy hereby created shall cease and terminate at the end of the original Term hereof (or as provided in this Lease), or, in the event of a validly exercised renewal option, at the end of such renewal term, without the necessity of any notice or termination from either Landlord or Tenant, and Tenant hereby waives notice to remove and agrees that Landlord shall be entitled to the benefit of laws respecting summary recovery of possession of property from a tenant holding over to the same extent as if statutory notice were given.

Section 16.2. Surrender Upon Termination of Term. Promptly upon the expiration or earlier termination of the Term of this Lease, Tenant shall yield up the Premises to Landlord, clean and neat, and in the same condition, order and repair in which they are required to be kept throughout the Term of this Lease, and Tenant shall remove therefrom Tenant's signs, goods and effects and the Outdoor Area Furniture and any machinery, fixtures and equipment used in the conduct of Tenant's trade or business, and Tenant shall repair any damage caused by the installation or the removal thereof. All trade fixtures installed by Tenant in the Premises, other than improvements made by Tenant to the Premises, shall remain the property of Tenant and shall be removable from time to time and also at the expiration of the Term of this Lease or other termination thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; otherwise such fixtures shall not be removable and Landlord shall have a lien thereon to secure itself pursuant to the provisions hereof.

Section 16.3. Failure to Surrender. If the Premises are not surrendered upon the expiration or earlier termination of this Lease, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. In addition, in the event Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without the execution of a new lease and without the consent of Landlord, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a tenant from month to month, at a monthly rental equal to double the monthly Base Rent payable during the last full calendar month of the Term, plus any Additional Rent and any other amounts due hereunder, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE XVII - Defaults by Tenant

Section 17.1. Events of Default and Remedies. If (i) Tenant shall default in the payment of Rent, on the days and time and at the place that the same are made payable hereunder, which default shall not be cured within five (5) days after notice thereof given to Tenant (but Landlord shall not be required to provide notice more than twice in any calendar year); or (ii) Tenant shall violate any of the terms, conditions or covenants herein contained, and if Tenant shall fail to commence to cure said default within fifteen (15) days after written notice of said default from Landlord (collectively, an "Event of Default"), Landlord may re-enter and repossess the Premises, together with any and all improvements thereon and additions thereto, and/or pursue any remedy permitted by law or equity for the enforcement of the provisions hereof; or, in the alternative, and at the election of Landlord, Landlord may give to Tenant at any time after the occurrence of such event of default written notice of Landlord's election to terminate this Lease on a date to be specified in said notice, not less than ten (10) days after the giving thereof; and upon the date specified in said notice, this Lease and the Term shall (except for the continued liability of Tenant as hereinafter provided) expire and come to an end as fully and completely as if the date specified in said notice were the date definitely fixed in this Lease for the expiration of the Term, and Tenant shall quit and surrender the Premises, on or before the said date, to Landlord, without cost or charge to Landlord. Upon any expiration, termination or re-entry, neither Tenant nor Tenant's creditors and representatives shall thereafter have any right, legal or equitable, in or to the Premises, any portion thereof, or in or to the possession of same, and Tenant hereby waives any and all right of redemption which may then be provided by law.

Section 17.2. Bankruptcy or Insolvency. If any sale of Tenant's interest in the Premises created by this Lease shall be made under execution or similar legal process, or if Tenant shall be adjudicated a bankrupt or insolvent, or if a receiver or trustee shall be appointed for its business or property, or if a petition shall be filed under the Federal or any state bankruptcy act for a corporate reorganization of Tenant or an arrangement with its creditors, or if Tenant shall make an assignment for the benefit of creditors or initiate proceedings for the benefit of any

insolvency law, or if in any other manner Tenant's interest under this Lease shall pass to another by operation of law, then, in any of said events, Tenant shall be deemed to have committed a material breach of this Lease and Landlord may, at its option, re-enter the Premises and declare this Lease and the tenancy hereby created terminated; and, in addition, Landlord may exercise any remedy allowed pursuant to the terms hereof for default. If at any time, Landlord shall have reasonable grounds for insecurity with respect to Tenant's performance under the terms of this Lease, Landlord may demand adequate assurance of due performance by Tenant, and if Landlord does not receive such assurance within five (5) days from the date of its demand, Tenant shall be deemed to have committed a material breach of this Lease and Landlord may, at its option, re-enter the Premises and declare this Lease and tenancy hereby created terminated, and further may exercise any remedy allowed pursuant to the terms hereof for default.

Section 17.3. Delinquent Rent. Landlord shall be entitled to receive, and Tenant shall be obligated to pay as Additional Rent hereunder upon demand, interest at the rate of twelve percent (12%) per annum, upon any delinquent payment of Rent or upon any delinquency in the payment of any other sum due from Tenant under this Lease, computed from the fifth day of such delinquency for the first such delinquency and computed from the first day of such delinquency for each successive delinquency.

Section 17.4. Tenant's Liability for Rent. If this Lease is terminated as herein provided, or if Tenant's possession is terminated by re-entry, summary dispossession proceedings or any other method, Tenant shall remain liable for any Rent and damages which may be due or sustained prior to such termination, and all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies under this Article XVII. In addition, Tenant shall be liable to Landlord for Rent for the period from the date of such termination until the time when this Lease would have expired but for such prior termination (said period hereinafter referred to as the "Termination Period"), said unpaid Rent to be calculated and paid, at the election of Landlord, as follows: (i) an amount or amounts equal to the Rent otherwise due during the Termination Period, less amounts actually received by Landlord from re-letting after deduction for reasonable costs incurred by Landlord in re-letting, and the same shall be computed in equal monthly installments, payable in advance, on the first day of each month during the Termination Period, and any action brought to collect any such unpaid Rent for any month shall not in any manner prejudice the right of Landlord to collect any unpaid Rents for any subsequent month; or (ii) an amount equal to the Rent otherwise due during the Termination Period, discounted at the rate of six percent (6%) to present value, less the fair rental value of the Premises during the Termination Period similarly discounted to present value, or in the event that the Premises are relet for the Termination Period, then less the rental value of such reletting similarly discounted to present value. If Landlord shall elect this option, the amount payable pursuant to this clause (ii) shall become due and payable upon the demand of Landlord, as Additional Rent.

Section 17.5. Right to Relet Premises. If this Lease or Tenant's possession of the Premises should be terminated as herein provided or by re-entry, summary dispossession proceedings or any other method, Landlord may, at Landlord's option, as an additional or alternative remedy: (i) re-let the Premises or any part or parts thereof for the account of Tenant for the remainder of the Term as herein originally specified; or (ii) re-let the Premises or any part or parts thereof for a period extending beyond the date when this Lease would have expired but for such prior expiration on default or for such re-entry and termination, and deem that portion of the period within the Term as herein originally specified, as a rental for the account of Tenant (which such re-letting may provide for reasonable concessions in rent or a reasonable free rent period, but without thereby in any way affecting Tenant's liability hereunder for the Rent payable under this Lease for the period of such concession or free rent) and, in any of such events, Landlord may receive the rent therefor, applying the same first to the payment of such expenses of every kind and nature as Landlord may have incurred or assumed in recovering the possession of the Premises and in connection with the re-letting of the Premises, and then (to the extent of the remainder of so much of the said rent as shall have been received with respect to the Term) to the fulfillment of the covenants and agreements of Tenant hereunder including the payment of the Rent herein reserved, and Tenant shall remain liable as herein provided, but there shall be no obligation on the part of Landlord to re-let nor any liability on its part for failure to re-let, and Tenant's liability shall not be diminished or affected by such failure to re-let, or the giving of such rental or other concessions in the event of any re-letting, as aforesaid.

Section 17.6. Definition of Rent. Any and all mention in this Lease of "Rent" shall be deemed to refer to the Base Rent plus all Additional Rent and such additional sums as Tenant shall be obligated to pay to Landlord under any of the terms, covenants and conditions of this Lease, whether or not designated or indicated herein to be payable as Rent or Additional Rent.

ARTICLE XVIII - Landlord

Section 18.1. Definition of Landlord. The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the Premises, so that in the event of any sale of the Premises or an assignment of this Lease, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchasers, assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder which shall thereafter accrue. The provisions of the preceding sentence shall be applicable to any successor Landlord.

Section 18.2. No Personal Liability; Limitation of Liability. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that there shall be no personal liability on the part of Landlord, with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by any successor-in-interest of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

Section 18.3. Landlord's Default. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Tenant agrees to give any mortgagee, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice, Tenant has been notified, in writing, of the address of such mortgagee. Tenant further agrees that if Landlord shall fail to cure such default within the time provided for in this Lease, then the mortgagee shall have an additional thirty (30) days in which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to commencement of foreclosure proceedings, if necessary to effect such cure).

ARTICLE XIX - Miscellaneous

Section 19.1. Relationship of Parties. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of landlord and tenant.

Section 19.2. Quiet Enjoyment. Upon Tenant's paying the rent hereunder and observing and performing the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession and enjoyment of the Premises for the term hereof, free from any disturbance or molestation by Landlord, or anyone claiming by, through or under Landlord, subject to the term of this Lease. Tenant acknowledges and agrees that concerts, performances and movies occur from time to time in the area around the Premises and that the occurrence of such concerts, performances and movies shall not be deemed a violation of this Section 19.2.

Section 19.3. Recordation. Neither party may record this Lease or any memorandum thereof.

Section 19.4. Injury From Leakage, Steam. Landlord shall not be liable to Tenant, its agents, employees, contractors, customers or other visitors for any injury or damage to person or property resulting from falling plaster, steam, gas, electricity, water, rain, snow or dampness which may leak or issue from or through any part of the Premises or from pipes, appliances, or plumbing, and Tenant shall defend and indemnify Landlord from any claim of liability from which Landlord is hereby exonerated, except to the extent caused by Landlord's gross negligence or intentionally tortious act.

Section 19.5. Attorneys' Fees. In the event of employment of an attorney by either party because of the violation of any term or provision of this Lease by the other party, which results in litigation, the defaulting party shall pay the reasonable attorneys' fees of the non-defaulting party, if the non-defaulting party prevails in such litigation based on said default.

Section 19.6. Waiver of Trial by Jury. Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage, and any statutory remedy.

Section 19.7. Successors and Assigns. This Lease and the covenants, terms and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant to whom an assignment by Tenant has been consented to in writing by Landlord.

Section 19.8. Interpretation. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Reference to masculine, feminine or neuter gender shall include proper genders, as the case may be. The captions at the beginning of each Article and Section of this Lease are for convenience only and not a part of this Lease. This Lease shall be interpreted in accordance with the laws of the State of Maryland.

Section 19.9. Remedies Cumulative. The failure of Landlord to insist in any one or more instances upon the performance of any of the covenants or conditions of this Lease or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving or relinquishing Landlord's right to the performance of any such covenants, conditions, rights or privileges, and the same shall continue and remain in full force and effect, and the waiver of one default or right shall not constitute waiver of any other default, and the receipt of any Rent by Landlord from Tenant or any assignee or subtenant of Tenant, whether the same be Rent that originally was reserved or that which may become payable under any covenants herein contained, or of any portion thereof, shall not operate as a waiver of the right of Landlord to enforce the payment of the Rent or of any of the other obligations of this Lease by such remedies as may be appropriate, and shall not waive or avoid the right of Landlord at any time thereafter to elect to terminate this Lease, on account of such assignment, sub-letting, transferring of this Lease or any other breach of any covenant or condition herein contained, unless evidenced by Landlord's written waiver thereof.

Section 19.10. Entire Agreement. This Lease contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Lease in whole or in part unless such agreement is in writing and signed by each of the parties hereto. Landlord has made no representations or promises with respect to the Premises except as are herein expressly set forth.

Section 19.11. Estoppel Certificates. Within ten (10) days after Landlord's request, Tenant will execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Tenant or this Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may require. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Premises, and such purchaser or encumbrancer may rely conclusively upon such statement as true and correct. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon (and Tenant will be estopped from denying): (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under this Lease.

Section 19.12. Brokers. Landlord and Tenant each covenant, warrant and agree with the other that no person, company, firm, corporation or other entity, other than Cushman & Wakefield, has acted as a broker or performed any work for which it is entitled to brokerage commissions, finder's fees or any other monies and each of the parties hereto, respectively, agree to indemnify and save each other harmless from and against all judgments, suits, costs, and expenses which either party may incur by reason of any action or claim for commissions by any

other such person, firm, company, corporation, or other entity by reason of this lease transaction, except as such judgments, etc., that may arise by reason of one party's breach of the foregoing representation and warranty.

Section 19.13. Landlord's Lien. Tenant hereby grants to Landlord an express first and prior contract lien and security interest on all fixtures, equipment, inventory and other property which may be placed in the Premises or affixed or attached thereto and also upon all proceeds of any insurance which may be issued on account of damage to any such property. All exemption laws are hereby waived in favor of said lien and security interest benefiting Landlord. This lien and security interest is given in addition to any statutory lien benefiting Landlord and shall be cumulative thereto or alternative thereto as elected by Landlord at any time. If requested by Landlord, Tenant shall execute, deliver to Landlord and/or file at Tenant's expense with the public records Uniform Commercial Code financing statements in sufficient form to perfect the security interest hereby given. Landlord shall, in addition to all of its rights under the Lease, also have all of the rights and remedies of a secured party under the Maryland Uniform Commercial Code.

Section 19.14. Patriot Act. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named in the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

Section 19.15. Counterparts. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument. Execution of this Lease may be evidenced by PDF signature or facsimile signature, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF the parties hereto, by the properly authorized persons, and with their respective seals attached, have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

THE COLUMBIA ASSOCIATION

WITNESS:

Michael Bost

By: LaKey Boyd (SEAL)
LaKey Boyd (Doc: 20-2921-09-19 (57))
Name: LaKey Boyd
Title: President and CEO

TENANT:

THE COLLECTIVE 13 HOSPITALITY GROUP, LLC

WITNESS:

RELA

By: Anastacia Y. Samaras (SEAL)
Name: ANASTACIA SAMARAS
Title: AUTHORIZED PERSON

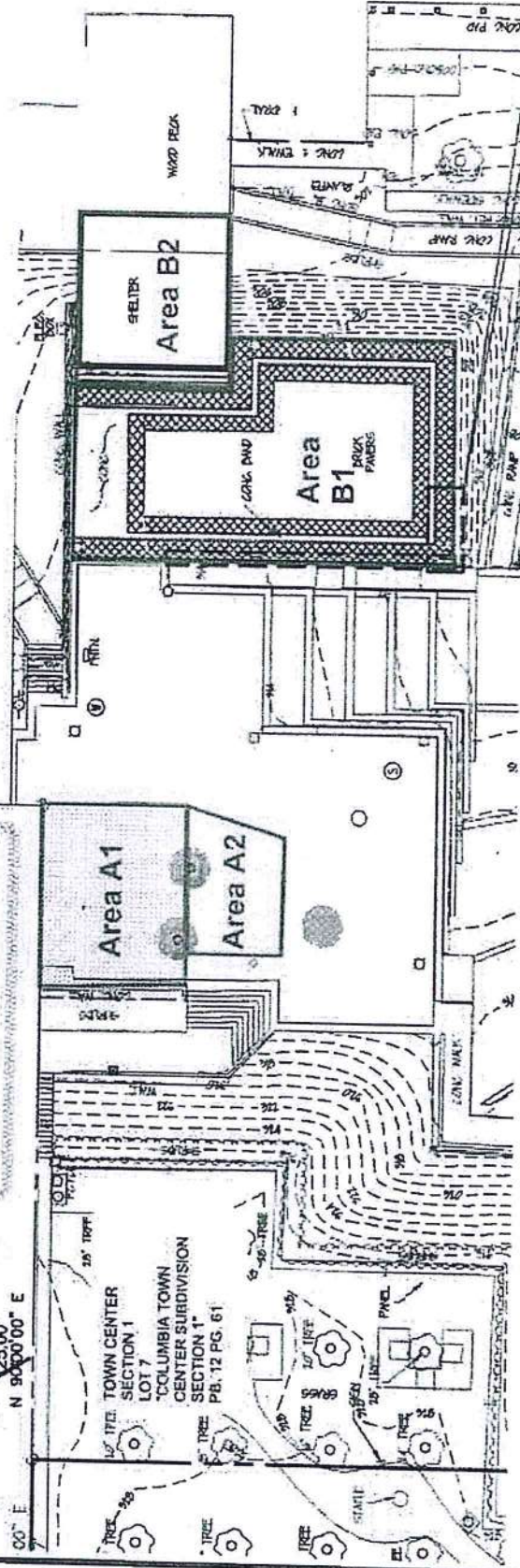
EXHIBIT A
THE PREMISES

See attached.

GRAPHICAL SCALE
 20' 0' 20'

LOT 3, SECTION 1
 COMMERCIAL USE
 "COLUMBIA TOWN CENTER"
 PLAT Bk. 12 PLAT No. 61

EXISTING TEACHER'S BUILDING



Area A1 = 960 sf

Area A2 = 465 sf (Additional Requested Outdoor Area)

Area B1 = 2,800 sf

Area B2 = 960 sf

Total Lease Area = 5,185 sf

Outdoor Rental Space Exhibit

EXHIBIT A



CR69-2024 - REGINALD AVERY’S MEMBERSHIP ON THE COLUMBIA ASSOCIATION BOARD AND/OR THE INNER ARBOR TRUST BOARD DISQUALIFIES HIM FROM SERVING ON THE HOWARD COUNTY ALCOHOLIC BEVERAGE HEARING BOARD

A. INTRODUCTION

1. Reginald Avery (“Avery”) has been nominated in CR69-2024 to serve as the representative from District 2 on the Alcoholic Beverage Hearing Board (“ABHB”).

2. Section 23-205(d) of the Alcoholic Beverages Code states:

(1) A Hearing Board member:

(i) may not hold another public office or be employed by the county government;

(ii) shall be a registered voter of the county during the Hearing Board member's term of office; and

(iii) is subject to the public ethics laws of the county.

(2) Except as provided in paragraph (3) of this subsection, a Hearing Board member may not have a direct or indirect interest in:

(i) a premises where alcoholic beverages are manufactured or sold; or

(ii) a business wholly or partly devoted to the manufacture or sale of alcoholic beverages.

(3) A Hearing Board member may be a holder of a 1-day or 2-day license.

(emphasis added).

3. Section 23-205(g) of the Alcoholic Beverages Code further provides in part that:

The County Council may remove a Hearing Board member for:

(7) a violation of subsection (d)(2) of this section.

(emphasis added).

4. Beginning on or before May 11, 2023 Avery has served as a member of the Columbia Association (“CA”) Board.

5. Avery currently serves on the CA Board as the representative from Long Reach.
6. Unlike the Alcoholic Beverages Code for some other counties, the Howard County provision does not define "direct or indirect interest." See e.g. Alcoholic Beverages Section 26-202(c)(1) (Prince George's County).
7. Rather than authorizing recusal, the Alcoholic Beverages Code places a disqualification on the person with a "direct or indirect interest."
8. In comparison to the restrictions in the Alcoholic Beverages Code placed on the members of the ABHB, the Rules of the Board of License Commissioners place restrictions on the direct or indirect interest in holding more than one license. See "R 2.11 - Interest in More Than One License; Chain Stores, etc. - Prohibited."

**B. THE DIRECT OR INDIRECT INTERESTS WHICH DISQUALIFY
AVERY FROM SERVING ON THE ABHB**

**I. AS A CA BOARD MEMBER, AVERY HAS A DIRECT OR INDIRECT
INTEREST IN THE PREMISES OF COLUMBIA ASSOCIATION'S FAIRWAY
HILLS GOLF CLUB WHERE ALCOHOLIC BEVERAGES ARE SOLD WITH A
CLASS GC BEER AND LIGHT WINE 7-DAY LICENSE**

9. Paragraphs 1-8 are restated herein.
10. At the May 11, 2023 meeting of the CA Board, with Avery participating, the CA Board appointed the officers of CA which included Susan Krabbe, Vice President and Secretary; Mary Lynn Schwartz, Treasurer and Don Van Deusen, Assistant Secretary.

7. **Reappointment of Officers of Columbia Association**

Mr. Stack moved that the Board of Directors adopt the resolution reappointing the slate of officers of Columbia Association. Mr. Greenberg seconded the motion.

Mr. Klein noted that the slate showed the position for Mr. Matthey as Interim President/CEO, which was the incorrect title of this officer as noted in CA's bylaws or charter. The word "Interim" was considered to be a typographical error and was deleted from the resolution.

Action: Mr. Greenberg asked if there were any objections to the motion. Hearing none, the motion passed.

The officers are:

Dennis Matthey	President/CEO
Susan Krabbe	Vice President and Secretary
Mary Lynn Schwartz	Treasurer
Don Van Deusen	Assistant Secretary

11. At the May 9, 2024 meeting of the CA Board, with Avery participating, the CA Board appointed the current officers of CA including: Susan Krabbe, Vice President; Mary Lynn Schwartz, Treasurer and Stephen Reeves, Assistant Secretary.

**COLUMBIA ASSOCIATION, INC.
MEETING OF THE BOARD OF DIRECTORS**

Held: May 9, 2024

Election of Officers

RESOLVED, that the Board of Directors hereby reappoints the following Officers of the Corporation, effective May 9, 2024:

Dennis Matthey, Interim President/CEO
Susan Krabbe, Vice President
Mary Lynn Schwartz, Treasurer
Stephen Reeves, Assistant Secretary, and

FURTHER RESOLVED, that the Board of Directors hereby appoints John J. Kuchno as Secretary of the Corporation, effective May 9, 2024.

12. CA owns and operates the 204-acre Fairway Hills Golf Club located at 5100 Columbia Road, Columbia, Maryland 21044. <https://columbiaassociation.org/sports-recreation/golf/>

13. CA holds a Class GC Beer and Light Wine 7-Day License for Fairway Hills.

14. At the May 28, 2024 meeting of the ABHB, CA appeared before the ABHB to change the names of the persons on the license from Donald Van Deusen, Mary Lynn Schwartz and Susan Krabbe to Stephen Reeves, Susan Marie Krabbe and Mary Lynn Schwartz.

**CHANGE OF RESIDENT AGENT
CLASS GC BEER & LIGHT WINE
7-DAY LICENSE**

From: Columbia Association, Inc. t/a Fairway Hills Golf Club in the names of Donald VanDeusen, Mary Lynn Schwartz and Susan Krabbe for a 6,252 sq. ft. clubhouse with a 204 acre golf course located at 5100 Columbia Road, Columbia, MD 21044.

To: Columbia Association, Inc. t/a Fairway Hills Golf Club in the names of Stephen Reeves, Susan Marie Krabbe and Mary Lynn Schwartz for a 6,252 sq. ft. clubhouse with a 204 acre golf course located at 5100 Columbia Road, Columbia, MD 21044.

15. On May 28, 2024, Stephen Reeves testified before the ABHB.

16. Reeves' testimony included that service of alcoholic beverages was provided from carts on the Fairway Hills golf course.

17. An officer of CA selected by the CA Board appeared before the ABHB regarding the change of resident agent.

18. Avery had a direct role in the appointments of Van Deusen, Reeves, Schwartz and Krabbe as officers of CA.

19. Even though it is not in the statute, had Avery been a member of the ABHB on May 28, 2024 he would have needed to recuse due to his involvement in the appointment of the officers appearing before the ABHB regarding the liquor license and the change of Resident Agent.

20. After the 2018 flood event, the CA Board had substantial discussions regarding the future of Fairway Hills, due to the washout of a bridge on the golf course.

21. The CA Board has approved an operating and capital budget which includes expenditures for Fairway Hills.

22. For the foregoing reasons, as a member of the CA Board, Avery is disqualified from serving on the ABHB under Section 23-205(d)(2)(i) of the Alcoholic Beverage Code because he has a direct or indirect interest in the premises of Fairway Hills Golf Club where alcoholic beverages are sold with a Class GC Beer and Light Wine 7-Day License.

II. AS A CA BOARD MEMBER, AVERY HAS A DIRECT OR INDIRECT INTEREST IN COLUMBIA ASSOCIATION WHICH IS A BUSINESS PARTLY DEVOTED TO THE SALE OF ALCOHOLIC BEVERAGES BECAUSE IT OWNS AND OPERATES FAIRWAY HILLS GOLF CLUB WHERE THERE IS A CLASS GC BEER AND LIGHT WINE 7-DAY LICENSE

23. Paragraphs 1-21 are restated herein.

24. CA is a business partly devoted to the sale of alcoholic beverages.

25. For the foregoing reasons, as a member of the CA Board, Avery is disqualified from serving on the ABHB under Section 23-205(d)(2)(ii) of the Alcoholic Beverage Code because he has a direct or indirect interest in the business of CA which is partly devoted to the sale of alcoholic beverages because it owns and operates Fairway Hills Golf Club which has a Class GC Beer and Light Wine 7-Day License.

III. AS A CA BOARD MEMBER, AVERY HAS A DIRECT OR INDIRECT INTEREST IN THE PREMISES OF HOBBIT'S GLEN GOLF CLUB WHERE ALCOHOLIC BEVERAGES ARE SOLD BECAUSE THE TURN HOUSE HAS A CLASS GC - GOLF COURSE, BEER, WINE & LIQUOR 7-DAY ON-SALE LICENSE

26. Paragraphs 1-8 are restated herein.

27. CA owns and operates the 204-acre Hobbit's Glen Golf Club.

<https://columbiaassociation.org/sports-recreation/golf/>

<https://columbiaassociation.org/sports-recreation/golf/hobbits-glen/>

28. CA leases space at the Hobbit's Glen Golf Club for the operation of the Turn House Restaurant at 11130 Willow Bottom Road, Columbia, MD 21044. <https://theturnhouse.com/>

29. The Turn House is operated by The Steel Merchant, LLC t/a The Turn House ("The Turn House"). In the Matter of Thomas John Zippelli, on Behalf of The Steel Merchant, LLC T/A The Turn House for a Resident Agent Change on a Class GC Golf Course, Beer, Wine & Liquor 7-Day On-Sale License, Decision and Order ABHB Case No. 19-41, November 13, 2019, p. 1. (hereinafter "ABHB D&O No. 19-41").

30. On or about November 13, 2019, the ABHB granted to The Steel Merchant, LLC t/a The Turn House a "Class GC-Golf Course, Beer, Wine, & Liquor 7-Day On-Sale License for a 6,500-square foot restaurant/bar with a 204-acre Hobbit's Glen Golf Course located at 11130 Willow Bottom Road, Columbia, MD 21044." ABHB D&O No 19-41, p. 2.

31. The CA Board has approved an Operating and Capital Budget which includes expenditures for the Hobbit's Glen Golf Club.

32. For the foregoing reasons, as a member of the CA Board, Avery is disqualified from serving on the ABHB under Section 23-205(d)(2)(i) of the Alcoholic Beverage Code because he has a direct or indirect interest in the premises of the Hobbit's Glen Golf Club where alcoholic beverages are sold because the Turn House holds a Class GC-Golf Course, Beer, Wine, & Liquor 7-Day On-Sale License.

IV. AS A CA BOARD MEMBER, AVERY HAS A DIRECT OR INDIRECT INTEREST IN THE PREMISES OF THE LAKEFRONT WHERE ALCOHOLIC BEVERAGES ARE SOLD BECAUSE THE COLLECTIVE - OFFSHORE & ENCORE HAS A CLASS B BEER, WINE AND LIQUOR 7-DAY LICENSE

33. Paragraphs 1-8 are restated herein.

34. CA owns and operates open space at the Lakefront of Lake Kittamaqundi located on or near 10221 Wincopin Circle, Columbia, Maryland 21044.

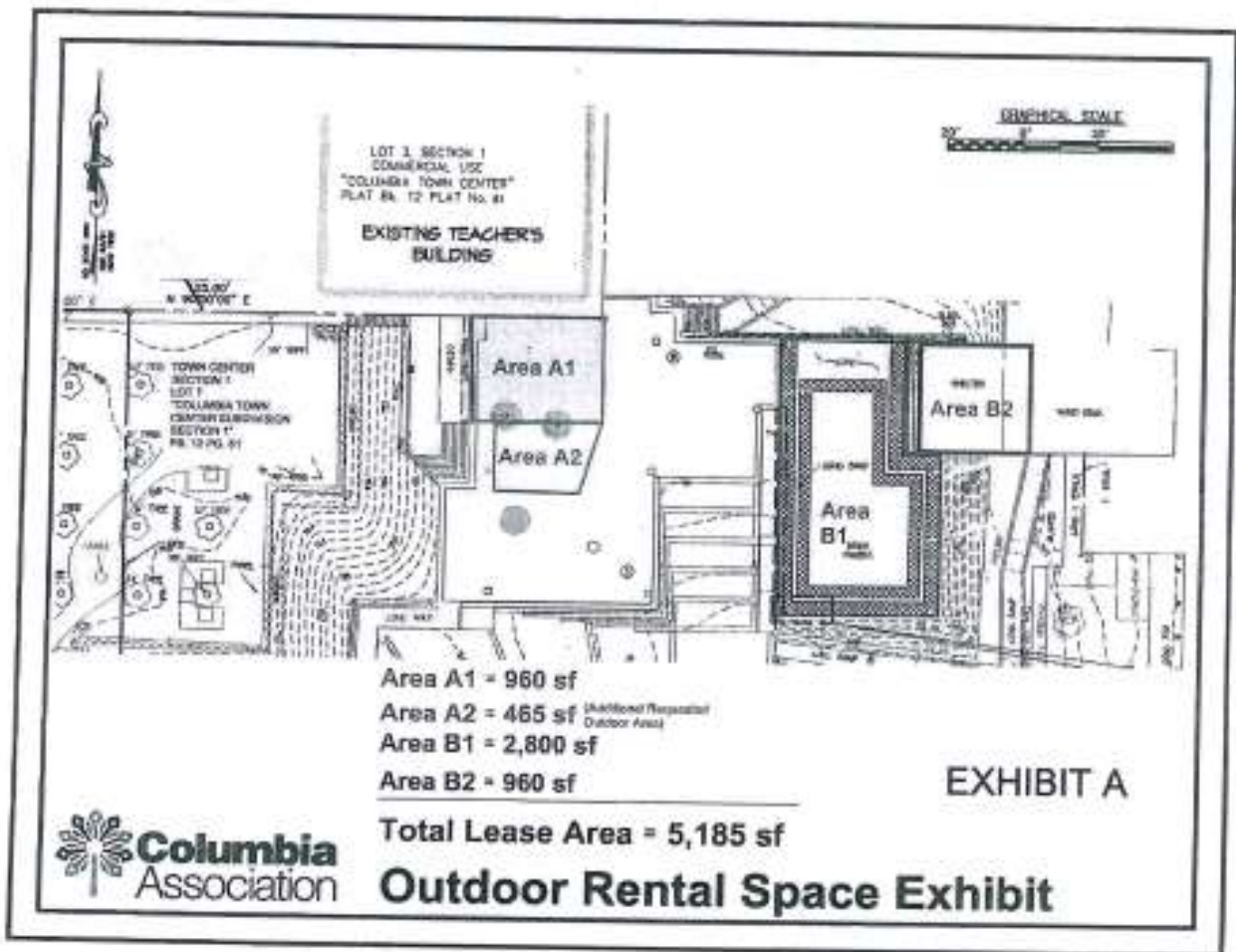
35. The Collective 13 Hospitality Group, LLC operates the Collective - Offshore & Encore at 10221 Wincopin Circle, Columbia, Maryland 21044.

36. On or about December 30, 2021, CA leased outdoor space to the Collective 13 Hospitality Group, LLC (“The Collective”). (The full Agreement of Lease is attached and is incorporated herein).

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this "Lease") is made as of the 30 day of Dec., 2021, by and between COLUMBIA ASSOCIATION, INC., a Maryland non-stock corporation ("Landlord"), and THE COLLECTIVE 13 HOSPITALITY GROUP, LLC, a Maryland limited liability company ("Tenant").

37. Article I - The Premises and Exhibit A of the Agreement of Lease identify the outdoor areas owned by CA.



38. Article V - Use of the Premises in the Agreement of Lease describes the uses of the area by The Collective.

39. Article XIV - Right of Entry in the Agreement of Lease provides for CA's rights to enter the leased premises.

40. On September 22, 2022, The Collective appeared before the ABHB for a “New Class B, Beer, Wine and Liquor, 7-day license for a 12,358 square foot restaurant and venue with a 5,185 square foot patio and pavilion located at 10221 Wincopin Circle, Columbia, MD 21044.” In the Matter of the Application of Anastacia Larne Samaras on Behalf of the Collective 13 Hospitality Group, LLC T/A the Collective - Offshore & Encore for a New Class B Beer, Wine and Liquor 7-Day License, ABHB Case No. 22-45, p. 1 (hereinafter “ABHB Case No. 22-45”).

41. Anastacia Larne Samaras testified for The Collective and stated “that the outside areas are owned by the Columbia Association.” ABHB Case No. 22-45, p. 2.

42. On or about December 8, 2022 the ABHB approved the requested license for The Collective. ABHB Case No. 22-45, p. 5-6.

43. The CA Board has approved an operating and capital budget which includes expenditures for the Lakefront including the area leased to The Collective.

44. For the foregoing reasons, as a member of the CA Board, Avery is disqualified from serving on the ABHB under Section 23-205(d)(2)(i) of the Alcoholic Beverage Code because he has a direct or indirect interest in the premises of the Lakefront where alcoholic beverages are sold because The Collective holds a Class B Beer, Wine and Liquor 7-Day License.

V. AS A CA BOARD MEMBER, AVERY HAS A DIRECT OR INDIRECT INTEREST IN THE PREMISES OF MERRIWEATHER PARK AT SYMPHONY WOODS WHERE ALCOHOLIC BEVERAGES ARE SOLD BECAUSE THE INNER ARBOR TRUST HAS A CLASS CLASS C BEER, WINE AND LIQUOR 7-DAY ON-SALE LICENSE

45. Paragraphs 1-8 are restated herein.

46. CA owns the open space known as Symphony Woods at Merriweather Park.
<https://innerarbortrust.org/about-us-1>

47. On or about March 14, 2014 CA provided the Inner Arbor Trust, Inc. with a perpetual development rights to Symphony Woods at Merriweather Park in an Amended and Restated Declaration of Restrictive Covenants and Easement Agreement recorded in the Land Records of the Howard County Circuit Clerk at Liber 15703 Folio 229.

48. The CA Board has continued to provide the Inner Arbor Trust with grants of financial assistance.

49. On or about May 22, 2018, Inner Arbor Trust, Inc. received a Class C, Beer, Wine, and Liquor 7-Day On-Sale License from the ABHB. In the Matter of the Application of Chad Daniel Christopher D’Amore, Lindell Calder Eagan, Gregg Michael Schwind, and William Carll Woodcock, Jr. on Behalf of Inner Arbor Trust, Inc. for a New Class C Beer, Wine, and Liquor 7-Day On-Sale License, ABHB Case No. 18-18.

50. During the hearing for the license before the ABHB, CA President and CEO Milton Mathews testified and demonstrated CA's involvement in the Inner Arbor's premises:

Milton Matthews, President and CEO of the Columbia Association, was sworn and testified before the Board. Mr. Matthews stated that he reviewed the Liquor License application and described the easement area and the easement area agreement between Columbia Association and the Inner Arbor Trust. He indicated that the Columbia Association supports Inner Arbor Trust receiving a liquor license. He went on to explain how the land will be used between Merriweather and Inner Arbor Trust with the per diem licenses. The following exhibit was submitted into the record during Mr. Matthews testimony:

5. Agreement between Columbia Association and Inner Arbor Trust

ABHB Case No. 18-18, p. 4.

51. For the foregoing reasons, as a member of the CA Board, Avery is disqualified from serving on the ABHB under Section 23-205(d)(2)(i) of the Alcoholic Beverage Code because he has a direct or indirect interest in the premises of Symphony Woods at Merriweather Park where alcoholic beverages are sold because Inner Arbor Trust, Inc. has a Class B Beer, Wine and Liquor 7-Day License.

VI. AS AN INNER ARBOR TRUST BOARD MEMBER, AVERY HAS A DIRECT OR INDIRECT INTEREST IN INNER ARBOR TRUST, INC. WHICH IS A BUSINESS PARTLY DEVOTED TO THE SALE OF ALCOHOLIC BEVERAGES BECAUSE IT HOLDS A CLASS CLASS C BEER, WINE AND LIQUOR 7-DAY ON-SALE LICENSE

52. Paragraphs 45-50 are restated herein.

53. At the May 9, 2024 meeting of the CA Board, Avery was selected to serve as a representative of CA on the Board of Directors of the Inner Arbor Trust, Inc.

54. Inner Arbor Trust is a business partly devoted to the sale of alcoholic beverages.

55. As a member of the Inner Arbor Trust Board of Directors has a direct or indirect interest in a business with a Class C Beer, Wine, and Liquor 7-Day On-Sale License.

56 For the foregoing reasons, as a member of the Inner Arbor Trust, Inc. Board, Avery is disqualified from serving on the ABHB under Section 23-205(d)(2)(ii) of the Alcoholic Beverage Code because he has a direct or indirect interest in the business of Inner Arbor Trust, Inc. which is a business partly devoted to the sale of alcoholic beverages because it has a Class C Beer, Wine, and Liquor 7-Day On-Sale License.

VII. AS AN INNER ARBOR TRUST BOARD MEMBER, AVERY HAS A DIRECT OR INDIRECT INTEREST IN THE PREMISES OF MERRIWEATHER PARK AT SYMPHONY WOODS WHERE INNER ARBOR TRUST, INC. HOLDS A CLASS CLASS C BEER, WINE AND LIQUOR 7-DAY ON-SALE LICENSE

57. Paragraphs 45-50 and 53-55 are restated herein.

58. For the foregoing reasons, as a member of the Inner Arbor Trust, Inc. Board, Avery is disqualified from serving on the ABHB under Section 23-205(d)(2)(i) of the Alcoholic Beverage Code because he has a direct or indirect interest in the premises of Symphony Woods at Merriweather Park where Inner Arbor Trust, Inc. holds a Class C Beer, Wine, and Liquor 7-Day On-Sale License.

VIII. AVERY'S MEMBERSHIP ON THE COLUMBIA ASSOCIATION BOARD OF DIRECTORS DISQUALIFIES HIM FROM SERVING ON THE ABHB UNDER THE HOWARD COUNTY PUBLIC ETHICS LAW

59. Paragraphs 1-51 are restated herein.

60. Section 23-205(d)(iii) of the Alcoholic Beverages Code states that the ABHB members are "subject to the public ethics laws of the county."

61. The Howard County Public Ethics Commission has considered the application of the Public Ethics Law to CA Board Members and has found it is a "position of trust":

On multiple occasions, this Commission has construed the employment provision broadly to include affiliation that does not result in monetary compensation. Volunteer service on management or operational boards of charitable organizations or professional associations has been analyzed as an employment interest. (Opinions 06-01 and 01-00). In this situation, the non-compensated service on the CA Board of Directors constitutes an employment relationship under our prior opinions. Based on the Requestor's description of the activities of the Association, there will likely be areas of overlap between the Association and the Requestor's official duties.

The fact that employment is non-compensated is immaterial, if the employee holds a "position of trust." The Commission looks to the substance of the employee's relationship with the outside entity rather than to the existence or amount of compensation. If the employee holds an office, directorship, or other position of trust with an entity subject to the authority of, or having contractual dealings with the employee's agency into which she would reasonably be expected to have a personal loyalty or commitment to the goals of that entity, then holding the position will be prohibited by the ethics law.

Given the responsibilities of the CA Board, there is no question that an elected board member would hold a "position of trust." Members of the CA Board have a

fiduciary responsibility to the CA Board, including oversight and approval of the CA budget and review of CA financial statements. Board Members are one of eleven members of a decision making body which may decide to enter into contracts, acquire or own property, sue and be sued, etc. In addition the CA Board is required to abide by its own Code of Ethics, which includes conflicts of interests and confidentiality policies.

* * * *

As under the employment provision, the Commission has consistently construed the relationship with the business entity to include a non-compensated interest when the official holds a position of trust. The official participation of the Requestor would be as one of eleven members of the CA having the ability to make managerial and policy decisions on behalf of Columbia. Thus, participation would not be merely ministerial or administrative. As previously indicated, when the position is one of trust, it is the substance of the relationship, rather than the existence of compensation or financial benefit that generates the conflict. See, e.g., at 07-04; State Op. 02-02.

Opinion No. 12-05, April 18, 2012, p. 5-7.

62. Section 23-207(c)(1) of the Alcoholic Beverages Code states that “The compensation of the Hearing Board members for the performance of their duties shall be the amount set by the County Council.”

63. CR142-2015 set the compensation of the ABHB members at “\$100 per meeting attended, not to exceed 14 \$2,400 in a fiscal year.”

64. The Ethics Commission further stated:

E. Appearance of Conflict/Inconsistent Employment

Under prior decisions of the Ethics Commission, we will consider an appearance of conflict a use of prestige of office prohibited under the Ethics Law. Section 22.204(d). See also Op. No. 07-05; 04-02. One type of appearance of conflict is deemed “inconsistent employment.” Inconsistent employment arises when a situation raises clear and serious conflict of interest issues, but in which specific authority or contractual affiliations set forth in 22.204(b) are not present. Op. No. 07-05. Even if the connection between the Requestor’s County Employment and her volunteer service on the CA Board is not deemed an “affiliation,” barring the official’s employment under 22.204(b)(1)(iii), it is, at a minimum, employment that has the potential for creating an appearance of a conflict.

The Ethics Commission typically looks to the following non-cumulative list of factors to determine whether a relationship is inconsistent employment:

- (1) How the employment was acquired;
- (2) Whether the employment was obtained on County time;
- (3) How the subject matter of the activity relates to County duties;
- (4) Whether outside activity derives from work performance or relationships that occur in connection with County responsibilities;
- (5) Whether some aspect of the County job would be impacted by the employment relationship; and
- (6) Whether the employer would feel pressured or perceived an advantage in County dealings because of its hiring of the County employee.

See., Op. No. 07-05.

Opinion No. 12-05, p. 8.

65. The Ethics Commission further stated:

In regard to the fifth factor, the Commission considered whether the employment relationship between the County position and the CA volunteer position create a perception that County government has an advantage in dealings with the CA. Arguably, her volunteer position has no impact on her County employment because the Requestor is not in a policy making or managerial role with the County. She is not involved in policy decisions that implicate or involve the Columbia Association specifically, nor is she involved in the institutional relationship between CA and County government. For example, she is not involved in grants or funding for CA; DPZ or Planning Board approval of the proposed redevelopment of Symphony Woods; or agreements with Recreation and Parks for Wine in the Woods. Finally, County officials do not generally deal directly with CA board members, but rather with the appropriate staff. (The Executive, for example, may occasionally interact with the President of CA).

Opinion No. 12-05, p. 9.

66. Contrary to the situation at issue in Opinion No. 12-05, Avery's role on the ABHB would be involved in policy decisions that implicate or involve CA specifically.

67. In its Conclusion, the Ethics Commission stated

V. CONCLUSION

For the reasons stated, the Requestor's elected service on the CA Board is not in conflict with her County employment, with the following restrictions: 1) She must not participate in any specific CA matter to which she substantially participated as the County's community liaison; 2) Requestor will not be involved in any County matters

where the Columbia Association is a party or likely to be a party; 3) She must avoid disclosing confidential information, and if confidential information is integral to the deliberations before the CA board, the participation must be avoided in order to guard against an appearance of impropriety; and 4) She declines membership on the CA's External Relations Committee, which is primarily responsible for CA's relationship with the community and other external stakeholders.

68. Service on the CA Board is inconsistent employment for an ABHB member.

69. If under the Public Ethics Law, Avery were to recuse from the license matters involving Fairway Hills Golf Club, Hobbit's Glen Golf Club, The Collective, and/or The Inner Arbor Trust, it would help to demonstrate the prohibited direct or indirect interests under Section 23-205(d)(2) of the Alcoholic Beverages Code.

70. For the foregoing reasons, Avery's membership on the CA Board of Directors disqualifies him from serving on the ABHB under the Howard County Public Ethics Law.

IX. AVERY'S MEMBERSHIP ON THE INNER ARBOR TRUST BOARD OF DIRECTORS DISQUALIFIES HIM FROM SERVING ON THE ABHB UNDER THE HOWARD COUNTY PUBLIC ETHICS LAW

71. Paragraphs 1-8 and 45-68 are restated herein.

72. As with service on the CA Board, service on the Inner Arbor Trust Board is a "position of trust."

73. Contrary to the situation at issue in Opinion No. 12-05, Avery's role on the ABHB would be involved in policy decisions that implicate or involve the Inner Arbor Trust specifically.

74. Service on the Inner Arbor Trust Board is inconsistent employment for an ABHB member.

75. If under the Public Ethics Law, Avery were to recuse from the license matters involving The Inner Arbor Trust, it would help to demonstrate the prohibited direct or indirect interests under Section 23-205(d)(2) of the Alcoholic Beverages Code.

76. For the foregoing reasons, Avery's membership on the Inner Arbor Trust Board of Directors disqualifies him from serving on the ABHB under the Howard County Public Ethics Law.

C. CONCLUSION

Any one of the foregoing nine situations should disqualify Reginald Avery, as well as any other person serving as a member of the board for CA and/or Inner Arbor Trust. Disqualification is even more necessary when the situations are considered collectively.

THEREFORE, the nomination of Reginald Avery to serve on the ABHB should be withdrawn or in the alternative rejected by the County Council.

Respectfully submitted,

Joel Hurewitz
Columbia, Maryland

June 18, 2024