

AGREEMENT OF LEASE

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

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

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. TERM.

2.1. Length.

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

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

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

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

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

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

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

SECTION 3. RENT.

3.1. Amount. The Rent for the term of this Lease shall be paid monthly, in advance, on or before the first of the month, as follows:

(a) Original Term - The Rent for the Original Term is \$20.25 per square foot of the Premises, with monthly rent equaling \$9,666.00.

(b) First Renewal Lease Year - The Rent for the first Renewal Lease Year is \$21.00 per square foot of the Premises, with monthly rent equaling \$10,024.00.

(c) Second Renewal Lease Year - The Rent for the second Renewal Lease Year is \$21.75 per square foot of the Premises, with monthly rent equaling \$10,382.00.

3.2. Payment of Rent. The County shall pay the annual Rent for each Lease Year in equal monthly installments in advance, by check payable to the order of Landlord, mailed to CCI Management, Inc., 409 Washington Avenue, Suite 1015, Towson, Maryland 21204, or to such other address as Landlord from time to time specifies by written notice to the County.

3.3 Maintenance Included in Rent. The Rent set forth in Section 3.1 includes all of the costs incurred by Landlord with respect to the Maintenance of the Building including the costs of Insurance, Taxes, and Snow Removal. There shall be no other charges other than Rent to the County under this Lease, unless expressly set forth herein.

3.4 Janitorial Expenses, Utilities, Water and Sewer. The janitorial, utilities and water and sewer service serving the Premises shall be paid by the Landlord.

SECTION 4. RENOVATIONS

4.1 Improvements. The Landlord has agreed, at its expense, to make modifications to the Premises (the "Improvements"), as follows:

- (a) Provide a second entrance into the training room.
- (b) Remove wall between the space adjacent to Office #8.
- (c) Modify the reception area by removing glass enclosures, removing floor file cabinets, replacing carpet, and removing lower walls if possible.
- (d) Extend wall floor to ceiling adjacent to reception area.
- (e) Modify Office No. 10 by installing the exterior door in this space and using best efforts to make this space an enclosed working office space.
- (f) Provide a doorbell to the Premises.

4.2 Americans With Disabilities Act. The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and regulations and guidelines promulgated thereunder, as amended and supplemented from time to time (collectively the "ADA"), establish requirements for business operations, accessibility and barrier removal, and that such requirements may apply to the Premises and Building depending on, among other things: (i) whether the County's business is deemed to be a "public accommodation" or "commercial facility", (ii) whether such requirements are "readily achievable", and (iii) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. Landlord shall be responsible for ADA Title III compliance in the Building and the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease

SECTION 5. INSURANCE

5.1 Landlord's Insurance. Landlord shall maintain the Insurance, at its cost, throughout the Term.

5.2 County's Insurance. The County is self-insured for general liability and property insurance. The County's Risk Management Administration may provide a certificate of insurance.

5.3 No Subrogation. County and Landlord each releases the other, and waives any right of recovery, from liability for any loss or damage to the extent that such loss is insurable under the terms of standard fire and extended coverage insurance policies. Each shall submit documentation that their insurance carriers agree to waive subrogation in the event of a loss. Each waives any right to recover from the other the amount of any deductible under their respective policies of insurance.

5.4 No Hazards. County shall not permit any hazardous substances within the Premises except the type and in the quantities typically required for an office.

SECTION 6. MAINTENANCE, SERVICES AND INDEMNIFICATION.

6.1. Maintenance and Services Provided by Landlord. Landlord shall provide the Maintenance to maintain in a safe condition the structural elements of the Building including, without limitation, the roof, gutters, pipes, and utility lines on the exterior of the Building, the electrical supply system, water and sewer system, heating and air-conditioning systems, walkways, parking lot, access driveway, grassed areas, and all Common Areas.

6.2. Maintenance of the Premises by the County. The County shall at all times during the Term take good care of and keep the Premises and all improvements, fixtures, and equipment therein (including, but not limited to, interior windows, interior doors, including locks and hardware, interior pipes, interior plumbing but excluding interior water and sewer connections, light fixtures, floor coverings, thermostats and the HVAC system) in good order and condition and, at the County's sole cost and expense, shall make all necessary repairs thereto arising from

the County's use and occupancy of the Premises. Notwithstanding the foregoing, the County shall not be responsible for the replacement of any improvements, fixtures, and equipment therein (including, but not limited to, interior windows, interior doors, including locks and hardware, interior pipes, interior plumbing, interior water and sewer connections, and light fixtures). Landlord, in addition to the obligations set forth in Section 6.1, shall maintain, repair and replace, when necessary, all interior pipes and plumbing, interior water and sewer connections, light fixtures, floors, thermostats and the HVAC system.

6.3. **Telephone and Data Charges.** The Premises shall be separately wired for communication and data services, and the County agrees to pay for such services directly to the companies providing such services.

6.4. **Indemnification.** Subject to Maryland's Local Government Tort Claims Act and other applicable laws and subject to County appropriations, the County shall indemnify and hold Landlord harmless from and against any claim, action, damage, liability, and expense (including reasonable attorneys' fees) arising from or out of the County's use of the Premises, except to the extent that such claim, action, damage, liability and expense arose from or relates to the negligent, reckless, or intentional acts or omissions of Landlord. The indemnification provided for herein shall not be deemed as a waiver of any immunity afforded to the County in any action against the County. Such indemnification shall not apply to the extent of insurance recovery as detailed in Section 5.3.

The Landlord shall indemnify and hold the County harmless from and against any claim, action, damage, liability, and expense (including reasonable attorneys' fees) arising from or out of the Landlord's acts or omissions relating to the Building, Common Areas, and/or the Premises, except to the extent of the negligent, reckless, or intentional acts or omissions of the County.

SECTION 7. RIGHT OF ENTRY.

Landlord and its agents shall be reasonably entitled to enter the Premises upon reasonable notice to inspect the Premises and to make any alteration, improvement or repair to the Premises. Landlord shall not interfere with the operations and business of the Tenant when conducting such inspections or completing alterations, improvements or repairs. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises with immediate notice in the event of an emergency, including, but not limited to, a failure of the plumbing, heating, or electrical systems. Upon notice of such emergency, the County may elect to enter the Premises with Landlord.

SECTION 8. FIRE AND OTHER CASUALTIES and CONDEMNATION.

8.1 **Fire and Other Casualty.** If the Premises are damaged by fire or other casualty during the Term, Landlord may promptly restore the Premises to substantially the condition of the Premises immediately before such casualty, and may temporarily enter and possess any or all of the Premises for such purposes. So long as the County is deprived of the use of any or all of the Premises on account of such casualty, the Rent payable under the provisions of Section 3.1 shall be abated in proportion to the number of square feet of the Premises rendered unfit for

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

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

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

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

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

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. NOTICES.

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

SECTION 12. GENERAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

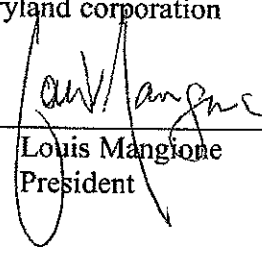
IN WITNESS WHEREOF, each party hereto has executed this Lease, under seal, or caused it to be executed under seal on its behalf by its duly authorized representatives, on the day and year first above written.

LANDLORD:
EXECUTIVE CENTER, INC.
a Maryland corporation

ATTEST:

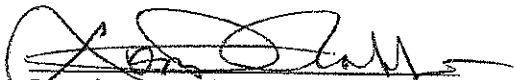


Linda Licata
Corporate Secretary

BY:  (SEAL)

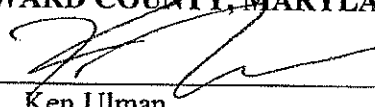
Louis Mangione
President

WITNESS:



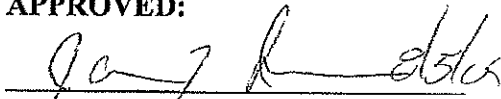
Lonnie R. Robbins
Chief Administrative Office

HOWARD COUNTY, MARYLAND

By:  (SEAL)

Ken Ulman
County Executive

APPROVED:



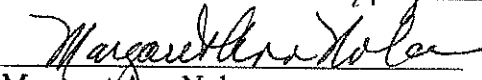
James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:



Sharon Greisz, Director
Department of Finance

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



Margaret Ann Nolan
County Solicitor