

Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council Of Howard County, Maryland

2015 Legislative Session

Legislative Day No. 7

### Bill No. 27 -2015

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

AN ACT pursuant to Section 612 of the Howard County Charter, approving an Assignment and Amendment of Lease Agreement between Howard County, Maryland and ODC-Retail, LLC, for the lease of space known as Suites I, J, and K located at 9900 Washington Boulevard, Laurel, Maryland; and authorizing the County Executive to take certain actions in connection with the Agreement.

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Introduced and read first time \_\_\_\_\_, 2015. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on \_\_\_\_\_, 2015.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

This Bill was read the third time on \_\_\_\_\_, 2015 and Passed \_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

Approved/Vetoed by the County Executive \_\_\_\_\_, 2015

\_\_\_\_\_  
Allan H. Kittleman, County Executive

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

1           **WHEREAS**, the Howard County Housing Commission (the “Housing Commission”) is  
2 operating a Multi-Service Center at 9900 Washington Boulevard in suites I, J and a portion of K and  
3 would like to assign its lease of the premises to the County in order for the County to continue the  
4 operation of the Center; and

5  
6           **WHEREAS**, ODC-Retail, LLC and The Community Action Council of Howard County, Inc.  
7 (“Community Action Council”) entered into a Lease Agreement (the “Original Lease”) dated March  
8 15, 2010 for the lease of approximately 3,207 square feet of space known as Suites I, J and a portion  
9 of K (the “Premises”) located at 9900 Washington Boulevard in Laurel, Howard County; and

10  
11           **WHEREAS**, the Original Lease was amended by Addendum to Lease Agreement dated  
12 March 15, 2010 (the Original Lease as amended, the “Amended Lease”); and

13  
14           **WHEREAS**, by Assignment and Amended and Restated Lease dated March 10, 2013, the  
15 Amended Lease was amended, restated and assigned from the Community Action Council to the  
16 Housing Commission with an effective date of July 1, 2012 (the “Lease”); and

17  
18           **WHEREAS**, the Housing Commission desires to assign all of its rights, duties, and  
19 obligations under the Lease to Howard County pursuant to an Assignment and Amendment of Lease  
20 Agreement, as attached to this Resolution; and

21  
22           **WHEREAS**, Howard County desires, and ODC-Retail, LLC has agreed, to increase the size  
23 of the Premises by leasing the remaining square footage in Suite K containing approximately 955  
24 square feet; and

25  
26           **WHEREAS**, the Initial Term of the Lease expires on June 30, 2015 with two options to  
27 renew for two extension terms of five (5) years each.

28  
29           **WHEREAS**, Howard County has requested and ODC-Retail, LLC has agreed to enter into

1 the first extension term commencing on July 1, 2015 and expiring on June 30, 2020 and ODC-Retail,  
2 LLC has agreed to grant Howard County an option for one additional extension term making a total  
3 of two remaining extension terms; and  
4

5 **WHEREAS**, such a multi-year term requires the payment by the County of funds from an  
6 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year  
7 agreement pursuant to Section 612 of the Howard County Charter.  
8

9 **NOW, THEREFORE,**  
10

11 *Section 1. Be It Enacted* by the County Council of Howard County, Maryland that in accordance  
12 with Section 612 of the Howard County Charter, it approves the Assignment and Amendment of  
13 Lease Agreement between Howard County and ODC-Retail, LLC for the lease of 4,162 square feet  
14 of space known as Suites I, J and K located at 9900 Washington Boulevard in Laurel for the first 5-  
15 year extension term, and the two additional extension terms, substantially in the form of the Exhibit  
16 attached to this Act.  
17

18 *Section 2. And Be It Further Enacted* by the County Council of Howard County, Maryland that the  
19 County Executive is hereby authorized to execute the Assignment and Amendment of Lease  
20 Agreement for such term in the name of and on behalf of the County.  
21

22 *Section 3. And Be It Further Enacted* by the County Council of Howard County, Maryland that the  
23 County Executive, prior to execution and delivery of the Assignment and Amendment of Lease  
24 Agreement, may make such changes or modifications to the Assignment and Amendment of Lease  
25 Agreement as he deems appropriate in order to accomplish the purpose of the transactions  
26 authorized by this Act, provided that such changes or modifications shall be within the scope of the  
27 transactions authorized by this Act; and the execution of the Assignment and Amendment of Lease  
28 Agreement by the County Executive shall be conclusive evidence of the approval by the County  
29 Executive of all changes or modifications to the Assignment and Amendment of Lease Agreement,

1 *and the Assignment and Amendment of Lease Agreement shall thereupon become binding upon the*  
2 *County in accordance with its terms.*

3

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

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT**  
**NORTH LAUREL MULTI-SERVICE CENTER**  
**9900 WASHINGTON BOULEVARD, SUITES I, J, AND K**

**THIS ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT** (the "Agreement") made on the latest execution date appearing below by and among **ODC-RETAIL, LLC**, a Maryland limited liability company, having an office at 5032 Dorsey Hall Drive, Ellicott City, Maryland, 21042 (the "Landlord"), **HOWARD COUNTY HOUSING COMMISSION**, a public body corporate and politic having an office at 6751 Columbia Gateway Drive, Columbia, Maryland 21046 (the "Assignor"), and **HOWARD COUNTY, MARYLAND**, a body corporate and politic having an office at 3430 Courthouse Drive, Ellicott City, Maryland 21043 (the "Assignee/Tenant").

**WHEREAS**, ODC-Retail, LLC and The Community Action Council of Howard County, Inc. entered into a Lease Agreement dated March 15, 2010 (the "Original Lease") for the lease of 3,207 square feet of space, plus or minus, known as Suites I, J and a portion of Suite K (the "Premises") in the building known as The Shops at Patuxent Square located at 9900 Washington Boulevard, Laurel, Maryland, (the "Building").

**WHEREAS**, the Original Lease was amended by Addendum to Lease Agreement dated March 15, 2010 (the Original Lease as amended, the "Amended Lease").

**WHEREAS**, by Assignment and Amended and Restated Lease dated March 10, 2013 and attached hereto as Exhibit A, the Amended Lease was restated and assigned by The Community Action Council of Howard County, Inc. to Howard County Housing Commission with an effective date of July 1, 2012 (the "Lease").

**WHEREAS**, the Assignor desires to assign all of its rights, duties, and obligations under the Lease to the Assignee/Tenant and the Assignee/Tenant is willing to accept the assignment subject to the terms set forth in this Agreement.

**WHEREAS**, the Assignee/Tenant desires, and the Landlord has agreed, to increase the size of the Premises by leasing the remaining square footage in Suite K containing approximately 955 square feet.

**WHEREAS**, the Initial Term of the Lease expires on June 30, 2015 with two options by the Assignor to renew for two Extension Terms of five (5) years each.

**WHEREAS**, the Assignee/Tenant has requested and the Landlord has agreed to enter into the first Extension Term commencing on July 1, 2015 ("Effective Date") and expiring on June 30, 2020, establish a new minimum rent to be payable effective on the Additional Premises Rent Commencement Date (as hereinafter defined) and provide for two (2) Extension Terms at a new minimum rent; and

**WHEREAS**, the parties now desire that the Lease shall be amended as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that this Agreement hereby modifies the terms of the Lease as set forth herein:

1. Defined Terms.

Except as otherwise specifically defined herein, all terms herein shall have the same meanings as were ascribed to such terms in the Lease.

2. Assignment and Assumption; Landlord's Consent. Effective July 1, 2015 (the "Assignment Effective Date"), Assignor assigns to Assignee/Tenant all of its right, title and interest in the Lease. Assignee/Tenant assumes and agrees to be bound by and perform all covenants, conditions, obligations and duties of Assignor under the Lease accruing on and after the Assignment Effective Date, unless specifically stated otherwise herein or unless otherwise required by the context of reference. Landlord consents to the assignment of the Lease to Assignee/Tenant subject to all monetary obligations of Tenant under the Lease being current. As of the Assignment Effective Date, notices to Tenant under the Lease shall be addressed as follows:

Howard County, Maryland  
3430 Courthouse Drive  
Ellicott City, Maryland 21043  
Attn: Director, Department of Public Works

3. Additional Premises.

a. Additional Premises. Effective on the date Landlord delivers possession of the Additional Premises (as hereinafter defined) to Assignee/Tenant (the "Additional Premises Effective Date") which shall occur no earlier than July 1, 2015 and no later than July 31, 2015, the Premises shall be increased by 955 square feet of space as shown on Exhibit B attached hereto and made a part hereof (the "Additional Premises") to 4,162 square feet of space in the aggregate. Landlord and Assignee/Tenant agree,

no later than ten (10) days following the request of either of the two parties, to execute and deliver to the other, without charge, a written amendment to the Lease confirming the Additional Premises Effective Date. As of the Additional Premises Effective Date, all references in the Lease to the "Premises" shall, unless specifically stated otherwise herein, refer to the Premises as increased in size. Landlord shall deliver possession of the Additional Premises to Assignee/Tenant in vacant, broom clean condition free of all tenancies and occupants in its then "as-is" condition.

b. Term. The Term of the Lease with respect to the Additional Premises shall be coterminous with the Term of the Lease with respect to the Premises and accordingly shall commence on the Additional Premises Effective Date and expire on the last day of the First Extension Term (as hereinafter defined), unless further extended as provided in Section 2.01(b) of the Lease (as amended in Section 4.b. of this Agreement).

c. Tenant's Work in the Additional Premises. The Assignee/Tenant shall, at its sole cost and expense, construct the improvements for the Additional Premises (the "Tenant's Work"), in accordance with the construction drawings which shall be prepared by the Assignee/Tenant and approved in final form by the Landlord. All of Tenant's Work shall be constructed in a good and workmanlike manner by contractors selected by the Assignee/Tenant and in accordance with all applicable laws, codes and regulations. Landlord shall have no obligation to perform or undertake any improvements or alterations in or to the Additional Premises in connection with this Agreement.

#### 4. First Extension Term Exercised; Second and Third Extension Terms.

a. The Initial Term of the Lease is hereby extended for an additional period of five (5) years commencing on July 1, 2015 and expiring on June 30, 2020, (hereinafter the "First Extension Term"). Whenever used in the Lease, the word "Term" shall be deemed to include the Initial Term, the First Extension Term, and, if properly exercised by the Assignee/Tenant pursuant to Section 2.01(b) of the Lease (as amended in Section 4.b. of this Agreement), the Second Extension Term and Third Extension Term.

b. As of the date of this Agreement, Section 2.01(b) of the Lease is deleted in its entirety and the following inserted in lieu thereof:

"(b) Provided this Lease is in full force and effect and Tenant is not in default under this Lease, Tenant shall have the option to extend the term for two (2) extension terms of five (5) years each (the "Second Extension Term" and the "Third Extension Term" respectively, collectively, the "Extension Terms"), upon

the same terms, covenants, and conditions as herein contained, except that the minimum annual rent payable during each year of the Extension Terms shall be increased on each yearly anniversary of the Effective Date by three percent (3%) as more specifically provided in the table in Section 4.01(b) of this Lease. In the event Tenant desires to exercise the Extension Terms, Tenant shall so advise Landlord by giving to Landlord written notice stating same (the "Renewal Notice") at least six (6) months prior to the date of expiration of the First Extension Term or the Second Extension Term, as applicable (time being of the essence). At the expiration of the Third Extension Term, Tenant shall have no further right to renew or extend the term of the Lease. If Tenant fails to exercise the Second Extension Term, the right to extend for the Third Extension Term shall be null and void."

5. Minimum Rent.

As of the date of this Agreement, the following is inserted in the Lease as a new Section 4.01(b):

(b) Effective on the date Assignee/Tenant shall notify the Landlord of the completion date of the Tenant's Work in the Additional Premises or November 1, 2015, whichever occurs first (the "Additional Premises Rent Commencement Date"), and continuing during the First Extension Term and the Second and Third Extension Terms, as applicable, Assignee/Tenant shall pay minimum rent ("Minimum Rent") to Landlord, in advance on the first day of each month of the Term, without demand, deduction, set-off or counterclaim, in the amounts set forth below, in lieu of the amounts set forth in the table in Section 4.01(a) hereof. Prior to the Additional Premises Rent Commencement Date, Assignee/Tenant shall pay Minimum Rent in the monthly amount set forth in the table in Section 4.01(a) hereof for Lease Year 6.

<b>FIRST EXTENSION TERM</b>	<b>Per Square Foot</b>	<b>ANNUAL RENT</b>	<b>MONTHLY RENT</b>
Additional Premises Rent Commencement Date - 6/30/2016	\$23.44	\$97,557.28*	\$8,129.77
7/1/2016-6/30/2017	\$24.14	\$100,470.68	\$8,372.56
7/1/2017-6/30/2018	\$24.86	\$103,467.32	\$8,622.28
7/1/2018-6/30/2019	\$25.61	\$106,588.82	\$8,882.40
7/1/2019-6/30/2020	\$26.38	\$109,793.56	\$9,149.46
<b>SECOND EXTENSION TERM</b>	<b>Per Square Foot</b>	<b>ANNUAL RENT</b>	<b>MONTHLY RENT</b>
7/1/2020-6/30/2021	\$27.17	\$113,081.54	\$9,423.46
7/1/2021-6/30/2022	\$27.99	\$116,494.38	\$9,707.87
7/1/2022-6/30/2023	\$28.83	\$119,990.46	\$9,999.21
7/1/2023-6/30/2024	\$29.69	\$123,569.78	\$10,297.48



7/1/2024-6/30/2025	\$30.58	\$127,273.96	\$10,606.16
<b>THIRD EXTENSION TERM</b>	<b>Per Square Foot</b>	<b>ANNUAL RENT</b>	<b>MONTHLY RENT</b>
7/1/2025-6/30/2026	\$31.50	\$131,103.00	\$10,925.25
7/1/2026-6/30/2027	\$32.45	\$135,056.90	\$11,254.74
7/1/2027-6/30/2028	\$33.42	\$139,094.04	\$11,591.17
7/1/2028-6/30/2029	\$34.42	\$143,256.04	\$11,938.00
7/1/2029-6/30/2030	\$35.45	\$147,542.90	\$12,295.24

\*pro-rated for a period of less than 12 months

6. Tenant's Proportionate Share. Effective as of the Additional Premises Rent Commencement Date, Assignee/Tenant's Proportionate Share of common area maintenance costs (Section 7.03 of the Lease ), real estate taxes (Section 16.01 of the Lease), and Landlord's insurance (Section 15.02 of the Lease) shall be increased to 4.41%. Prior to the Additional Premises Rent Commencement Date, Assignee/Tenant's Proportionate Share of such costs shall be 3.40%.

7. Indemnification by the Assignee/Tenant. Notwithstanding anything to the contrary in the Lease, Assignee/Tenant's obligations to indemnify the Landlord, including but not limited to the provisions contained in Section 6.01 of the Lease and Section 11 of this Agreement, shall be subject to the Maryland Local Government Tort Claims Act as set forth in Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended from time to time, other applicable law, and the appropriation of funds. As a condition of the Assignee/Tenant's agreement to indemnify, the Landlord shall notify the Assignee/Tenant of any suits, claims or potential claims within thirty (30) days of receiving notice of such suits, claims or potential claims. The agreement to indemnify is not to be deemed a waiver of any immunity or defense that may exist in any action against the Assignee/Tenant or its officers, agents, volunteers and employees.

8. Temporary Space.

a. Beginning on or about the date Assignee/Tenant commences construction of Tenant's Work in the Additional Premises, Assignee/Tenant shall have the right to occupy Suite G containing approximately 1,414 square feet as shown on Exhibit B attached to this Agreement (the "Licensed Area"), solely for the purpose of temporary office space as more particularly described in Section 6.01(a) of the Lease. Landlord grants the license to Assignee/Tenant to use the Licensed Area subject to and otherwise on all the same terms and conditions stated in the Lease, as amended by this Amendment, including without limitation, the insurance and indemnification provisions, but excluding the rental obligations, and Assignee/Tenant accepts the license on such terms and conditions.

b. The term of the license to occupy the Licensed Area (the "License Term") shall commence on the date Landlord delivers possession of the Licensed Area to Assignee/Tenant and shall expire on the later to occur of (A) the date Assignee/Tenant surrenders possession of the Licensed Area to Landlord in the same good order and condition as exists on the date Assignee/Tenant takes possession of the Licensed Area (ordinary wear and tear excluded) with all of Assignee/Tenant's personal property removed or (B) October 31, 2015.

c. Throughout the License Term, Assignee/Tenant shall pay Landlord a license fee (the "License Fee") in the amount of One Thousand Seven Hundred Sixty-Seven and 50/100 Dollars (\$1,767.50) per month in advance on the first day of each month of the License. The License Fee shall be prorated on a daily basis for any partial month at the beginning and/or at the end of the License Term. The foregoing notwithstanding, Assignee/Tenant shall make the first full monthly License Fee payment to Landlord prior to commencement of the License Term.

d. Assignee/Tenant has inspected the Licensed Area, has found it to be in good condition and repair and accepts the Licensed Area in its then "as-is" condition. Assignee/Tenant shall maintain the Licensed Area in a good, clean and safe condition. Assignee/Tenant shall make no alterations or improvements to the Licensed Area whatsoever. During the License Term, Assignee/Tenant shall pay for all utilities used in, on or about the Licensed Area and keep the Licensed Area free of all liens, mechanics' liens or other encumbrances.

9. Agreement Binding on Parties. Each of the parties to this Agreement represents and warrants that it has taken all necessary corporate or other governmental approval action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally binding obligation of each party enforceable in accordance with its terms.

10. Successors and Assigns. This Agreement shall bind and inure to the benefit of each of the parties hereto and their respective successors and assigns.

11. Brokers' Fees. No brokers' fees are owed in respect of this Agreement. Each of the parties, subject to Section 7 hereof, shall indemnify and hold harmless the other parties from and against all commissions, fees and expenses, against any of the indemnified parties by any broker, finder, or other person with whom the indemnifying party has or purportedly has dealt.

12. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Maryland without reference to any conflict of law principles. The courts of Howard County, Maryland shall have jurisdiction over any action or proceeding arising under this Agreement.

13. Controlling Agreement. In the event of any inconsistency or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Lease, the terms and provisions of this Agreement shall control.

14. Ratification of Lease. Except as otherwise modified herein, all provisions of the Lease shall remain in full force and effect and, by their signature below, are hereby ratified and confirmed by the parties hereto.

**[Signatures follow on the next page].**

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

**WITNESS:**

\_\_\_\_\_

**LANDLORD:**

**ODC-RETAIL, LLC**

a Maryland limited liability company

By: \_\_\_\_\_ (SEAL)

L. Earl Armiger,  
Managing Member and Authorized  
Signatory

Date: \_\_\_\_\_, 2015

**WITNESS:**

\_\_\_\_\_

**ASSIGNOR:**

**HOWARD COUNTY HOUSING COMMISSION**

a public body corporate and politic

By: \_\_\_\_\_ (SEAL)

Thomas P. Carbo  
Executive Director

Date: \_\_\_\_\_, 2015

**[Signatures continue on the following page.]**

**ACCEPTED** by the Assignee/Tenant on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**HOWARD COUNTY, MARYLAND**

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

By: \_\_\_\_\_ (SEAL)  
Allan H. Kittleman  
County Executive  
Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
James M. Irvin, Director  
Department of Public Works

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Stanley J. Milesky, Director  
Department of Finance

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

Reviewing Attorney:

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

EXHIBIT A  
[Lease]

EXHIBIT B  
[floor plan showing Premises and Additional Premises and Licensed Area]

To be attached





# EXHIBIT A

**THE SHOPS AT PATUXENT SQUARE**

**LAUREL, MARYLAND**

Assignment and Amended and Restated Lease  
by and among

**ODC-RETAIL, LLC,**  
as Landlord

and

**THE COMMUNITY ACTION COUNCIL OF HOWARD COUNTY, INC.,**  
as Assignor

**HOWARD COUNTY HOUSING COMMISSION,** as Assignee or Tenant

Date: MARCH 10, 2012 <sup>2013</sup>

Effective as of July 1, 2012

THIS ASSIGNMENT AND AMENDED AND RESTATED LEASE AGREEMENT, made on the 10<sup>th</sup> day of MARCH, 2012 (this "Lease") and shall be effective as of July 1, 2012, by and among ODC-Retail, LLC, a Maryland limited liability company, having an office at 5032 Dorsey Hall Drive, Ellicott City, Maryland, 21042 ("Landlord"), and The Community Action Council of Howard County, Inc. ("Assignor") a Maryland non-profit corporation, and Howard County Housing Commission, a public body corporate and politic having an office at 6751 Columbia Gateway Drive, Columbia, Maryland 21046 ("Assignee" or "Tenant").

WITNESSETH:

WHEREAS, Landlord and Assignor entered into a Lease Agreement dated March 15, 2010 for the lease of 3,207 square feet of space, plus or minus, Suites I, J and a portion of Suite K (the "Premises") in the building known as The Shops at Patuxent Square located at 9900 Washington Boulevard, Laurel, Maryland, (the "Building"), which lease was amended by Addendum to Lease Agreement dated March 15, 2010 (the "Original Lease"). The term of the Original Lease commenced on August 1, 2010 and expires on July 31, 2015, with two options to renew for Extension Terms of five (5) years each.

WHEREAS, the Assignor desires to assign all of its rights, duties, and obligations under the Original Lease to the Assignee and the Assignee is willing to accept the assignment subject to the approval of the Landlord and the terms set forth in this Lease.

NOW THEREFORE, in consideration of the rents, covenants and agreements herein contained, Landlord leases to Tenant, and Tenant rents from Landlord, the office/retail space (hereinafter called the "Premises" or "Leased Premises") in the Shops at Patuxent Square being part of the first (1<sup>st</sup>) floor of the five (5) story building located at 9900 Washington Boulevard, North Laurel, Howard County, Maryland (the "Project"), containing approximately 3,207 square feet located in Suites I, J and a portion of K as shown on the Site Plan of the Center (the "Site Plan") annexed hereto as Exhibit 1. As used in this Lease, the term "Center" refers to Unit 2 of the Patuxent Square Condominium, together with the limited common elements and general common elements appurtenant thereto, and more particularly set forth in the condominium documents, the Declaration and Bylaws of which are recorded among the Land Records of Howard County, Maryland in Liber 10325, folio 640 and the Condominium Plat which is recorded among the plat records of Howard County, Maryland at 18616-18618, including any amendments to the Declaration, the Bylaws and the Plat (collectively, the "Condominium Documents"). As used in this Lease, the term "Project" refers to (i) the Center and (ii) Unit 1 of the Patuxent Square Condominium, together with the limited common elements and general common elements appurtenant to Unit 1, and more particularly set forth in the Condominium Documents. Unit 1 will consist of four (4) levels above the Center and Unit 1 is operated as an 80 unit residential rental housing complex serving low and moderate income residents with assistance from the Tenant.

NOW THEREFORE, in consideration of the Assignee assuming the rights, duties, and obligations of the Assignor under the Lease, the Assignor assigns to the Assignee all of its right, title, and interest to the furnishings, fixtures, and equipment located in the Premises as coded and identified on Exhibit 6 in an as is condition and the Assignee hereby accepts such furnishings, fixtures, and equipment from Assignee as coded and identified on Exhibit 6. Assignee assumes all obligations of the Tenant under the Lease accruing on and after July 1, 2012.

This Lease is made upon the following terms, covenants and conditions:

ARTICLE I  
INTENTIONALLY DELETED.

ARTICLE II  
TERM

Section 2.01 Commencement Date and Length of Term; Extension Terms

(a) The term of the Lease shall commence on July 1, 2012 (the "Commencement Date") and terminate at 11:59 p.m., Eastern Time, on June 30, 2015 (the "Initial Term").

(b) Provided this Lease is in full force and effect and Tenant is not in default under this Lease, Tenant shall have the option to extend the term for two (2) extension terms of five (5) years each (the "Extension Terms"), upon the same terms,

covenants, and conditions as herein contained, except the minimum annual rent payable during each year of the Extension Terms shall be increased on each anniversary date by three percent (3%) as more specifically provided in Section 4.01(b) of this Lease. In the event Tenant desires to exercise the Extension Terms, Tenant shall so advise Landlord by giving to Landlord written notice stating same (the "Renewal Notice") at least six (6) months prior to the date of expiration of the initial Term or the first Extension Term, as applicable (time being of the essence). At the expiration of the second Extension Term, Tenant shall have no further right to renew or extend the term of this Lease.

### ARTICLE III QUIET ENJOYMENT, SUBORDINATION, ATTORNMENT AND ESTOPPEL CERTIFICATE

#### Section 3.01 Quiet Enjoyment

So long as Tenant complies with the terms, covenants and conditions of this Lease on Tenant's part, Tenant shall have the peaceful and quiet use of the Premises, subject to the terms, covenants and conditions of this Lease, without interference by Landlord or anyone claiming rights in the Premises by, through or under Landlord. In the event of any breach by the Landlord of this covenant, provided the same would in law and/or equity entitle Tenant to cancel this Lease, Tenant may, by written notice given to Landlord within thirty (30) days after any such breach shall have occurred, cancel this Lease, and upon any such cancellation all rights of either party against the other shall cease and the term of this Lease shall expire as if the date of such cancellation were date originally fixed herein for the expiration of the term. Such right of cancellation shall be Tenant's sole remedy for any breach by Landlord of the covenant herein set forth, Tenant hereby waiving all other remedies for such breach.

#### Section 3.02 Mortgage Subordination and Seniority

The holder of any mortgage, deed of trust or ground lease now existing or hereafter placed upon the Center shall have the right to elect, at any time, whether this Lease shall be subordinate to the operation and effect of such mortgage, deed of trust or ground lease, or superior thereto, without the necessity in either case for execution by Tenant of any instrument other than this Lease, and such election shall be binding upon Tenant. If, however, the holder of the mortgage, deed of trust or ground lease desires to confirm the effect of this provision, then Tenant shall execute an attornment or subordination agreement in form satisfactory to such holder within ten (10) business days after request.

#### Section 3.03 Acceptance of the Premises, Commencement Date, Attornment, and Estoppel Certificates

(a) ~~At or about the date hereof, the Tenant and Assignor shall walk through the Premises and shall enter into a statement setting forth the condition of the Premises as of the date of this Lease and the responsibility of Assignor and Tenant to return the Premises to a satisfactory condition. The Tenant shall provide a copy of such agreement to the Landlord.~~ Landlord shall have no obligation to make repairs other than as required in Section 9.01.

(b) If the holder of any mortgage, deed of trust or ground lease now existing or hereafter placed upon the Center or any other person or entity shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or the delivery of a deed or new mortgage, deed of trust or ground lease, then at the request of the successor landlord and upon such successor landlord's written agreement to accept Tenant's attornment and to recognize Tenant's interest under this Lease, Tenant shall be deemed to have attorned to and recognized such successor landlord as Landlord under this Lease. The provisions of this Section 3.03(b) are self-operative and require no further instruments to give effect hereto; provided, however, that Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request evidencing such attornment and containing such other terms and conditions as may be required by the holder of any mortgage, deed of trust or ground lease, provided such terms and conditions do not increase the rent payable under this Lease, increase Tenant's obligations under this Lease in any material respect or adversely affect Tenant's rights under this Lease in any material respect.

(c) When requested by Landlord, Tenant shall promptly execute an agreement in the form required by Landlord: (i) with the holders of the reversionary interest under any ground Lease to which Landlord's estate in the Center is subject, for the purpose of agreeing to attorn to such holders in the event of termination of either of said leases, provided that such holders execute such agreement for the purpose of recognizing this Lease if construction of the Premises is completed; and (ii) with any purchaser or prospective purchaser of Landlord's interest in the Premises, for the purpose of attorning to such purchaser as its landlord, provided that such purchaser executes such agreement for the purpose of recognizing this Lease.

(d) Within ten (10) business days after a written request from time to time made by Landlord, Tenant shall deliver to Landlord a signed and acknowledged statement in writing setting forth: (i) that this Lease is unmodified, in full force and effect,

free of existing defaults of Landlord and free of defenses against enforceability (or if there have been modifications or defaults, or if Tenant claims defenses against the enforceability thereof, then stating the modifications, defaults and/or defenses), (ii) the dates to which rent and additional rent have been paid, and the amount of any advance rentals paid, (iii) the commencement and expiration dates of the original term, (iv) whether Tenant has given written notice exercising its rights, if any to renew this Lease, and if so, the renewal terms so opted, (v) that Tenant has no outstanding claims against Landlord (or if there are any claims, then stating the nature and amount of such claims), and (vi) the status of any other obligations of either party under or with respect to this Lease; it being intended that any such statement may be relied upon by any purchaser or mortgagee of Landlord's interest in the Premises, or any prospective purchaser or mortgagee.

(e) Time is of the essence of all Tenant's obligations under this Section 3.03, and Tenant acknowledges that any delay or refusal on its part in signing and delivering any instruments mentioned in this Section 3.03 may subject Landlord to substantial costs and damages.

**Section 3.04 Financial Statements**

Tenant maintains its current financial statements online at <http://www.howardcountymd.gov/housingpublications.htm>

**ARTICLE IV  
RENT**

**Section 4.01 Minimum Rent**

(a) As set forth in the Original Lease, Tenant shall pay Landlord a minimum rent at the annual rate as set forth below, in advance on the first day of each month, during each lease year of the term hereof. The first monthly installment of minimum rent shall be payable by Tenant when Tenant executes and delivers the Lease. As used in this Lease, the phrase "lease year" means a period of twelve consecutive full calendar months beginning on the date on which the term of this Lease begins, as provided in Article II above, and thereafter, successive periods of twelve (12) months beginning on each subsequent anniversary of the commencement date occurring during the entire term of this Lease. For purposes of this Lease, the Minimum Rent applicable is July 2012 and Lease Year 3 and each year thereafter as set forth below:

<u>Lease Year</u>	<u>Per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
<b><u>INITIAL TERM</u></b>			
Lease Year 1 (8/1/10-7/31/11)	\$22.00	\$70,554.00	\$5,879.50
Lease Year 2 (8/1/11-6/30/12) and July 2012	\$22.66	\$72,670.62	\$6,055.89
Lease Year 3 (8/1/12-6/30/13)	\$23.34	\$74,851.38	\$6,237.62
Lease Year 4 (7/1/13-6/30/14)	\$24.04	\$77,096.28	\$6,424.69
Lease Year 5 (7/1/14-6/30/15)	\$24.76	\$79,405.32	\$6,617.11
<b><u>FIRST EXTENSION TERM</u></b>			
Lease Year 6 (7/1/15-6/30/16)	\$25.50	\$81,778.50	\$6,814.88
Lease Year 7 (7/1/16-6/30/17)	\$26.27	\$84,247.89	\$7,020.66
Lease Year 8 (7/1/17-6/30/18)	\$27.06	\$86,781.42	\$7,231.79
Lease Year 9 (7/1/18-6/30/19)	\$27.87	\$89,379.09	\$7,448.26
Lease Year 10 (7/1/19-6/30/20)	\$28.71	\$92,072.97	\$7,672.75
<b><u>SECOND EXTENSION TERM</u></b>			
Lease Year 11 (7/1/20-6/30/21)	\$29.57	\$94,831.00	\$7,902.58
Lease Year 12 (7/1/21-6/30/22)	\$30.46	\$97,685.22	\$8,140.44
Lease Year 13 (7/1/22-6/30/23)	\$31.37	\$100,603.59	\$8,383.63
Lease Year 14 (7/1/23-6/30/24)	\$32.31	\$103,618.17	\$8,634.85
Lease Year 15 (7/1/24-6/30/25)	\$33.28	\$106,728.96	\$8,894.08

**Section 4.02 Deleted**

**Section 4.03 Additional Rent**

Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the minimum rental herein reserved, whether or not such sum is herein designated as "additional rent" or provision is made for the collection of said sum as additional rent, said sum shall, nevertheless, be deemed to be additional rent, and shall be collectible as rent. All minimum rent required to be paid hereunder, and all other payments fixed herein as to amount and time of payment shall be paid without prior demand; and all minimum rent and additional rent shall be paid without any setoff, abatement, or deduction except as expressly set forth in this Lease. Any payment by Tenant of a lesser amount of minimum or additional rental than is then due shall be applied to such category of arrearage as Landlord may designate irrespective of any contrary designation by Tenant and to the oldest, most recent or other portion of the sum due as Landlord may determine; and Landlord's acceptance of any such partial payment shall not be deemed an accord and satisfaction, and shall be without prejudice to Landlord's right to pursue any other remedies.

As of the Commencement Date, the current monthly charges for Tenant's Proportionate Share of common area maintenance costs (Section 7.03), real estate taxes (Section 16.01), and Landlord's insurance (Section 15.02) are \$837.00 in the aggregate and are subject to annual reconciliation. Tenant's Proportionate Share is 3.40%.

**Section 4.04 Payment**

All rent payable and all statements deliverable by Tenant to Landlord under this Lease shall be paid and delivered to Landlord or Landlord's agent, c/o Orchard Development Corporation, 5032 Dorsey Hall Drive, Ellicott City, Maryland, 21042 or at such other address as Landlord may hereafter designate in writing to Tenant.

**Section 4.05 Net Lease**

In addition to the Minimum Rent, Tenant agrees to pay all costs pertaining to the Premises and to the ownership, operation, and use thereof during the term of this Lease, it being the agreement between Landlord and Tenant that this is a fully net lease, and Landlord shall not pay any costs or expenses related to the Premises, including the Tenant Improvements, during the term of this Lease.

**Section 4.06 Tenant's Disputation of Additional Rent**

Within one hundred twenty (120) days following receipt of an invoice from Landlord for any item of additional rent, including invoices for Tenant's proportionate share of Common Area maintenance costs and expenses, Taxes and Insurance (all as defined in this Lease), Tenant must give notice to Landlord of any claim that Tenant has that Tenant overpaid or has been overbilled for such item. Tenant's failure to give Landlord such notice shall constitute a waiver of Tenant's rights regarding the alleged overpayment or overbilling. Tenant's right to dispute Additional Rent in no way modifies or extends Tenant's obligation to make timely payments of Minimum Rent and Additional Rent as provided in this Lease.

**ARTICLE V  
SECURITY DEPOSIT**

**Section 5.01**

Landlord hereby acknowledges receipt from Assignor of the sum of Five Thousand Eight Hundred Seventy-Nine and 50/100 Dollars (\$5,879.50) which shall be applied to Assignor's obligation to pay rent for July 2012. The balance of the minimum rent for July 2012 in the amount of \$176.39 plus the additional rent in the amount of \$837.00 has been paid by the Assignee. Landlord and Tenant agree no security deposit shall be required from the Assignee.

**ARTICLE VI  
PERMITTED USE AND CONTINUED OCCUPANCY**

**Section 6.01**

(a) **Permitted Use:** The Premises shall be used and occupied during the term hereof for the following purposes, and none other: general offices providing family assistance services of the type provided by the Howard County Department of Citizen Services and similar service organizations selected by the Department of Citizen Services.

(b) **Special Restrictions:** In order to specify particular uses and practices which, if engaged in by Tenant, would be in violation of the Condominium Documents, other leases in, or recorded agreements pertaining to, the Center or of exclusive use privileges which Landlord has, will, or may desire to grant, or which constitute businesses or practices which Landlord may desire to prohibit or control, Tenant shall not, at any time during the term: (1) maintain or permit any vending machines on the Premises; (2) sell any additional merchandise or conduct any business or perform any additional service on the Premises which would violate or be in conflict with any restrictive use covenant or exclusive use privilege at any time binding upon Landlord, but this item (2) shall not be deemed to preclude the use allowed under Section 6.01(a) hereof; or (3) use, or allow to be used, all or any part of the Premises for any of the following: (i) a warehouse, (ii) any industrial, manufacturing or agricultural use, (iii) a bowling alley, (iv) a funeral parlor, (v) a massage parlor, (vi) a day spa, (vii) a pub, tavern, bar or night club, (viii) any store selling material of an "adult" and sexually explicit nature, including, without limitation, an "adult" video or bookstore, (viii) a skating rink, or (ix) an off-track betting establishment.

Tenant shall bear all risks of violation of any provision of this Section 6.01(b) and shall defend, indemnify and save Landlord harmless from all damages and expenses (including counsel and expert fees) resulting from any such violation.

(c) **Hazardous Materials:**

1. Tenant covenants that the Premises shall be kept free of Hazardous Materials except for cleaning products in such quantities which are incidental to the operation of an office, and neither Tenant nor any occupant of the Premises during the term of this Lease or any extension thereof shall use, generate, transport, store, release, dispose of or in any manner deal with Hazardous Materials on the Premises except in compliance with all current and future applicable federal, state and local laws, ordinances, rules and regulations (collectively, "Laws"). Tenant shall comply with, and ensure compliance by all occupants of the Premises with, all Laws, and shall keep the Premises free and clear of any liens imposed pursuant to such Laws. In the event that Tenant receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Premises, Tenant shall promptly notify Landlord. If reasonably requested to do so by Landlord, Tenant shall conduct and complete all investigations, studies, sampling, and testing and, to the extent that the presence on the Premises of Hazardous Materials is caused by Tenant, its agents, contractors or employees during the term of this Lease or any extension term, Tenant shall undertake all remedial actions necessary to clean up and remove all Hazardous Materials from the Premises in accordance with all Laws. The term "Hazardous Materials" as used in this Lease shall include, without limitation, gasoline, petroleum products, explosives, infectious waste, radioactive materials, polychlorinated biphenyls or related or similar materials, or any other substance or material defined as a hazardous or toxic substance or material by a federal, state or local law, ordinance, rule or regulation. The obligations and liabilities of Landlord and Assignor under this Section 6.01 (c) shall survive the expiration or earlier termination of this Lease.

2. Subject to Article XV hereof, Assignor (through the date of this Lease) and Tenant shall pay and discharge, and shall protect, defend, indemnify and hold harmless Landlord, and its agents, employees and contractors ("Indemnified Parties") harmless from and against all claims, demands, liabilities, losses, damages, costs, expenses (including attorneys' fees, expenses and litigation costs), or judgments of any nature arising or alleged to arise from or in connection with the following events (unless the same shall arise out of or in connection with the negligence or willful misconduct of Landlord): (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Materials from, or affecting the Premises or any other property; (ii) any bodily injury or property damage arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, or (iv) any violation of Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses.

3. Subject to Article XV hereof, the obligations of Assignor (through the date of this Lease) and Tenant under this Section 6.01(c) shall survive the expiration or earlier termination of this Lease. All such obligations are expressly made

for the benefit of, and shall be enforceable by, each Indemnified Party separately or together without the necessity of declaring this Lease to be in default. Any Indemnified Party seeking to enforce the indemnification may initially proceed directly against Tenant under this Section 6.01(c) without first resorting to any other rights of indemnification it may have. All payments required to be paid pursuant to this Section shall be made directly to, or as otherwise requested by, the Indemnified Party entitled thereto, upon written demand by such Indemnified Party. All such written demands shall specify the amounts payable and the facts upon which the right to indemnification is based.

#### Section 6.02 Continuous Occupancy

(a) At the commencement of the term of this Lease Tenant shall occupy the Premises and promptly open for business, at which time the Premises shall be fully fixtured and fully staffed. Tenant acknowledges that it has been informed that its obligation to open for business promptly at the commencement of the term has been and will be relied upon by Landlord in dealing with other tenants in the Center, and failure of Tenant to open for business as above specified may cause substantial damages to Landlord. Tenant shall defend, indemnify and save Landlord harmless from any damages which may be claimed against Landlord and shall indemnify Landlord for any losses suffered because of Tenant's failure to comply with its obligations under the first sentence of this Section 6.02(a).

(b) Throughout the term, Tenant shall continuously conduct in the Premises, with a full staff of personnel, the business permitted under Section 6.01(a) on all business days for at least forty (40) hours each week, but in no event shall Tenant operate or be open for business before 6:00 a.m or after 11:00 p.m. Nothing in this Section 6.02(b) shall be construed as a limitation upon Landlord's right to obtain specific performance of Tenant's obligations to continuously conduct business in the manner herein specified. A breach by Tenant of its obligations under subsection (a) of this Section 6.02 shall also constitute a breach of this subsection (b) and entitle Landlord not only to its claims under subsection (a) but also to liquidated damages under this subsection (b) for so long as the breach of this subsection continues.

#### Section 6.03 Permitted Name

Tenant shall conduct business on the Premises in the name of North Laurel-Savage Multiservice Center and the various citizen support service presently located at the Premises.

### ARTICLE VII COMMON AREAS

#### Section 7.01

(a) **Tenant's Right to Use Common Areas:** During the term of this Lease, customers of Tenant shall be entitled to the non-exclusive use, free of charge, but in common with others, of (1) the automobile parking areas (herein called "parking areas") from time to time made available by Landlord for the common parking of all Center tenants and their patrons; (2) the entrances and exits thereto and the driveways thereon, for vehicular and pedestrian ingress and egress only (which parking areas, entrances, exits and driveways are sometimes herein collectively called "vehicle areas"); and (3) the pedestrian walkways in the Center, for pedestrian ingress and egress only. All of the facilities described in (1), (2) and (3) are herein sometimes collectively called "common areas." Tenant and its contractors, agents (other than Premises employees), licensees, invitees and suppliers may use any of the vehicle areas for ingress and egress, and may use the parking areas for parking of noncommercial vehicles and may load and unload commercial vehicles in the parking area at the service door to the Premises and shall thereafter promptly remove such vehicles; and may use any delivery driveway designated by the Landlord for access to the Premises for deliveries, pickups and other services to the Premises, but no other driveways. All such uses shall be subject to such rules and regulations as may be prescribed from time to time by Landlord; and Landlord shall have exclusive management and control over the common areas.

Landlord shall designate five (5) parking spaces as "reserved" for Tenant's clients during the hours of 9:00 am until 5:00 pm Monday through Friday.

(b) **Employee Parking:** Tenant and its Premises employees shall have the right, in common with others, to park vehicles in the areas that Landlord designates as employee parking areas and in no other areas, and may use the other vehicle areas for ingress and egress only. Tenant shall use its best efforts to ensure that its employees park their vehicles in the rear of the building and that the employees not leave the vehicles on the parking lot for longer than twenty-four (24) consecutive hours.

(c) **Control of Parking Areas:** Landlord may temporarily close all or any portion of the common areas as may be required for proper maintenance and/or repair or to avoid dedication to public use, and take such other action as it deems advisable in its business judgment in order to secure or improve the convenience and use thereof by the tenants of the Center and their customers. Landlord may from time to time change the location, layout and arrangement of the parking areas, driveways and walkways and erect buildings or other temporary or permanent structures or improvements thereon, provided that Landlord maintains sufficient automobile parking facilities for the Center to comply with legal requirements, and does not deprive Tenant of access to the Premises.

(d) Intentionally Deleted.

(e) **No Public Use:** Nothing herein contained shall be deemed to be a dedication of the common areas to public use, it being Landlord's intention that the common areas may be used only by Tenant and the other permitted users mentioned in this Section 7.01, and then only for the particular facilities and limited purposes specified as to each user.

(f) **Promotional Sales:** No sidewalk, parking areas, roadways, ingress and egress, or other common areas as defined in this Section 7.01 shall be used by Tenant for the sale, display, or storage of merchandise or any other property of Tenant without the prior written consent of Landlord, and all business conducted by Tenant shall be within the Premises. Notwithstanding the foregoing, tenants of the Center may, from time to time, jointly conduct promotional "sidewalk sales" of limited duration on certain limited portions of the common areas, the specific location and duration of any "sidewalk sale" being subject to Landlord's prior written approval. Whenever a sidewalk area is used by Tenant for the sale, display or storage of merchandise or any other property, such sale, display or storage shall be maintained by Tenant in a neat and orderly manner.

#### Section 7.02 Maintenance of Common Areas

Landlord shall, subject to Section 7.03, provide illumination of the common areas for the tenants of the Center during such after-dark hours as tenants occupying more than fifty percent (50%) of the rented retail floor space in the Center are open for business, and shall keep the common areas in reasonable repair; and Landlord shall substantially clear ice and snow from the vehicle areas and sidewalks to permit substantial use thereof for the intended purpose, with reasonable diligence under the circumstances.

#### Section 7.03 Maintenance Contribution

As a contribution to the Landlord's costs of operating and maintaining the common areas, and the structures and facilities located on the Project, including the Center or appurtenant thereto, Tenant shall pay Landlord its Proportionate Share (3.4%) of Landlord's Insurance described in Section 15.02 and all costs and expenses of maintaining and operating the common areas of the Center (including all areas, structures and facilities within the Center not made available for leasing and all areas, structures and facilities inside, adjacent to or outside of the building in which the Premises is located used in connection with the Center or for which Landlord has responsibility for maintenance or maintenance cost under governing law, the Condominium Documents, this Lease, or other private agreement). Such operating and maintenance costs shall include, but not be limited to, all of the costs set forth on Exhibit 3 hereto, and shall be determined by Landlord and billed no less often than annually for such fiscal year as Landlord may adopt for such purpose, except that Landlord may temporarily adopt a longer or shorter accounting period for a specified period following the opening of the Center. Payments shall be made in monthly installments starting at the beginning of the term, concurrently with minimum rent payments, based on estimated costs projected by Landlord from time to time. The monthly installments paid by Tenant shall be adjusted within thirty (30) days after Landlord determines its actual costs for any fiscal period, to reflect Tenant's actual share of such costs, at which time Tenant shall pay any balance owing on its annual contribution, or shall be refunded or credited any excess, as the case may be; except that the monthly payments made at the above specified rate shall also be adjusted (prospectively and retroactively) to conform to any cost projection adopted by Landlord before the initial accounting period ends.

### ARTICLE VIII ASSIGNMENT AND SUBLETTING

#### Section 8.01 Restrictions on Assignment and Subletting

Except as provided in Section 8.05 below, Tenant shall not assign this Lease, in whole or in part, nor sublet any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments its interest in this Lease (collectively, a "Transfer").



**Section 8.02 Transfer of Ownership**

The prohibition against any Transfer shall apply, without limitation, to the following circumstances, each of which shall be deemed a Transfer; (i) if Tenant or any guarantor of this Lease is a corporation (other than a corporation, the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934 (a "Public Company")), and if shares of such corporation are transferred by sale, assignment, bequest, inheritance, operation of law or otherwise (including a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceeding), so as to result in or make possible a change in the present control of such corporation; (ii) if Tenant or any guarantor of this Lease is a partnership, limited liability company or similar business entity, any change in control or ownership of such partnership, limited liability company or similar business entity; (iii) any transfer by sale, assignment, bequest, inheritance, operation of law or other disposition of all or substantially all of the assets of Tenant or any guarantor which results in or makes possible a change in the present control of the business of Tenant or any such guarantor; (iv) any other change in ownership of Tenant, any guarantor of this Lease or the business operated by Tenant; or (v) any subletting or assignment which occurs by operation of law, merger, consolidation, or reorganization or any change of Tenant's corporate or proprietary structure.

**Section 8.03 Transfer Notice**

If Tenant desires to affect a Transfer, then Tenant shall give Landlord notice (the "Transfer Notice"). To be effective, the Transfer Notice shall be accompanied by Tenant's check, payable to the order of Landlord, in an amount equal to the greater of (i) \$1,000.00 or (ii) one percent (1%) of the annual minimum Rent to compensate Landlord for the cost of reviewing the proposed Transfer. The Transfer Notice must specify the proposed Transferee and the proposed terms of the Transfer, and must contain such information about the proposed Transferee, its experience, its financial situation, its methods of operation, its contribution to the tenant mix of the Center, and its impact on the Center, as a prudent businessman would require in making the Transfer decision. Tenant specifically agrees to apprise Landlord of any adverse or negative information in its possession concerning the proposed Transfer and the proposed Transferee. The Transfer Notice shall also contain a certificate by Tenant (or an officer or general partner of Tenant if Tenant is a corporation, partnership or limited liability company) of all "Transfer Consideration" (as defined below) payable in connection with the proposed Transfer. Within sixty (60) days following receipt of the Transfer Notice, Landlord shall, by written notice to Tenant, elect: (i) to permit the proposed Transfer; (ii) to terminate this Lease; (iii) to sublet (with the right to further sublet) from Tenant for the balance of the term of this Lease (a) all of the Premises, or (b) only so much of the Premises as Tenant proposed to Transfer, at the same rental as Tenant is obligated to pay to Landlord under this Lease; or (iv) to deny consent to the proposed Transfer, in which event Tenant shall continue to occupy the Premises and comply with all of the terms and conditions of this Lease. In the event that Landlord fails to give Tenant notice of its election under this Section within the specified sixty (60) day period, Landlord shall be deemed to have denied its consent to the proposed Transfer.

**Section 8.04 Transferee Assumption**

If this Lease is Transferred, the Transferee shall assume by written instrument all of Tenant's obligations under this Lease and such Transferee, at least thirty (30) days prior to the effective date of the Transfer, shall deliver to Landlord the proposed sublease, assignment and assumption agreement or other instrument evidencing the Transfer and the Transferee's undertaking to perform Tenant's obligations under this Lease. All of such documents shall be subject to Landlord's prior written approval. In addition to the rent reserved under this Lease, Tenant shall pay to Landlord all monies, property and other consideration of every kind whatsoever paid or payable to Tenant in consideration of or related to such Transfer and for all property transferred to the Transferee, as all or part of the consideration including fixtures, other leasehold improvements, furniture, equipment and furnishings as set forth on Exhibit 6 but excluding bona fide consideration reasonably paid for transfer of Tenant's inventory and other similar movable personal property (the "Transfer Consideration"). Following a Transfer of this Lease, Landlord shall not be required to send the named Tenant any notice of default by the approved Transferee.

**Section 8.05 Permitted Transfers**

If Tenant is a Public Company, then Tenant may make a Transfer at any time during the Term of this Lease, to:

(a) any parent, subsidiary or affiliate corporation of Tenant, provided (i) Tenant shall continue to remain liable on this Lease as provided in (b)(v) below and (ii) Tenant shall provide prior notice of such Transfer to Landlord; or

(b) the surviving corporation in connection with a merger, consolidation, or sale of substantially all of the assets of Tenant, provided (i) Tenant shall give Landlord notice of such event within thirty (30) days prior to the date of such event; (ii) the tangible net worth of the Transferee shall not be less than the greater of the tangible net worth of Tenant as of the date of this Lease or the date immediately prior to the Transfer; (iii) such Transferee shall continue to operate the business conducted in the Premises under the same name and in the same manner as Tenant and pursuant to all of the provisions of this Lease; (iv) such Transferee shall assume in writing all of Tenant's obligations under this Lease; and (v) Tenant, to which the Premises were initially leased, if in existence, shall continue to remain liable on this Lease for the performance of all terms including payment of rent and other sums due under this Lease.

#### **Section 8.06 Continued Liability**

Notwithstanding any Transfer, Tenant shall remain primarily liable for the performance of all agreements of Tenant under this Lease. Tenant further agrees that Landlord, in the exercise of its rights under this Lease, may proceed against Tenant, separately or jointly, before, after or simultaneously with any proceeding against any successors and/or assigns of Tenant; provided, however, that Landlord shall give Tenant notice of any such proceedings. If there shall be more than one Transfer, the terms and provisions of this Article VIII shall apply to each such Transfer. Each and every assignee, whether as assignee or as successor in interest of Tenant, shall immediately be and become and remain liable during the term for all Tenant's obligations under this Lease and for the payment of rent and additional rent due under this Lease; and each and every provision of this Lease applicable to Tenant shall also apply to and bind every such assignee with the same force and effect as though such assignee were the Tenant named in this Lease. Amendments or other modifications to this Lease, or waivers or forbearance by Landlord, shall not operate to release any transferring tenant from any liability under this Lease even following a Transfer and even if such acts or omissions are not made known to the transferring Tenant and/or consented to by such transferring Tenant, notwithstanding that any such acts or omissions may be detrimental to the transferring Tenant.

#### **Section 8.07 Acceptance of Rent from Transferee**

Any Transfer without Landlord's consent, whether as a result of any act or omission of Tenant, or by operation of law or otherwise, shall not be binding upon Landlord, and shall confer no rights upon any third person. Each such Transfer shall, without notice or grace period of any kind, constitute a default by Tenant under this Lease. The acceptance by Landlord of any rental, of whatever kind or character, following any Transfer prohibited by this Article VIII shall not be deemed to be a consent by Landlord to any such Transfer, an acceptance of the Transferee as a tenant, a release of Tenant from the performance of any covenants contained in this Lease, or a waiver by Landlord of any remedy of Landlord under this Lease, although amounts actually received shall be credited by Landlord against Tenant's rent obligations. Consent by Landlord to any one Transfer shall not constitute a waiver of the requirement for consent to any other Transfer. No reference in this Lease to assignees, concessionaires, subtenants or licensees shall be deemed to be a consent by Landlord to the occupancy of the Premises by any such assignee, concessionaire, subtenant or licensee. Notwithstanding anything in this Lease or any decision of any court to the contrary, Landlord may, in its sole and absolute discretion, refuse to amend this Lease to permit any Transfer and may also withhold its consent to any Transfer for any reason or no reason. Tenant acknowledges that this provision regarding Transfers has been freely negotiated.

#### **Section 8.08 Assignment by Assignor to Assignee**

Notwithstanding any provision in the Lease to the contrary, Landlord hereby accepts the assignment of Assignor's interest in the Lease to the Assignee, and releases said Assignor from any further rental obligation or claims thereunder, unless the grounds for any such claims existed or had arisen at the time of this assignment or during the period of Assignor's occupancy provided nothing herein shall be deemed to release Assignor of liability arising during its occupancy under the Lease.

### **ARTICLE IX. REPAIRS**

#### **Section 9.01 Repairs by Landlord**

Subject to delays which are caused by labor disputes, inability to obtain materials or labor on reasonable terms, delays excusable under the AIA General Conditions from time to time in force, or any cause whatsoever not due to the fault of Landlord (including Tenant's failure to furnish information as hereinafter provided), Landlord shall make necessary structural repairs to the exterior walls of the Premises (excluding all doors, door frames, storefronts, windows and glass), provided that Tenant gives Landlord written notice of the necessity of such repairs and that the need for such repairs is not due to any act or omission of Tenant, its agents, servants or contractors.

**Section 9.02 Repairs by Tenant**

Saving and excepting the repairs for which Landlord is responsible under Sections 9.01 and 19.01, Tenant shall keep the Premises, including, but not limited to, all doors, door frames, storefronts, windows and glass, and all systems, equipment and facilities in the Premises, including, but not limited to, electrical, mechanical, and plumbing systems, in good condition and repair, and shall make all replacements required to maintain said status of repair. **SEE SECTION 27.12 FOR REPAIR AND MAINTENANCE OF THE HVAC SYSTEM.**

**Section 9.03 Quality of Work and Warranties**

All repairs and replacements made by the parties shall be equal in quality to the original construction. Landlord shall assign to Tenant the benefits of all warranties received from contractors in connection with the original construction of the Premises.

**ARTICLE X  
UTILITIES**

**Section 10.01 Payment for Utilities**

Beginning with the earlier of (i) the date that Tenant enters the Premises pursuant to Section 2.03(b), or (ii) the date the Premises are substantially completed, Tenant shall pay, when due or when billed by Landlord, all charges for water and sewer service furnished to the Premises based on the usage shown by a utility company meter for the Premises or by a submeter for the Premises installed by Landlord, and a proportionate share of water meter and fire service charges for the Center. Tenant shall also pay, when due, all consumption charges for all other utility service furnished to the Premises, including, but without limitation, heat, air conditioning, gas, electricity, and telephone. Landlord shall not be liable to Tenant for damages because of any interruptions in utility services, and Tenant shall not be entitled to claim a constructive eviction due to such interruption; but Landlord shall proceed with reasonable diligence to restore such service to the extent that it is within Landlord's control to do so.

**ARTICLE XI  
TENANT'S OPERATIONS, ALTERATIONS, SIGNS AND LAW COMPLIANCE**

**Section 11.01 Rules and Regulations**

Tenant shall at all times comply with the rules and regulations set forth on Exhibit 4 hereto, and with any additions thereto and modifications thereof adopted from time to time by Landlord, and each such rule or regulation shall be deemed as a covenant of this Lease to be performed and observed by Tenant. Landlord acknowledges that Tenant has other providers of residential services on the Premises and Tenant shall require those providers to comply with the rules and regulations and other provisions of this Lease.

**Section 11.02 Garbage and Recycling Collection Service**

Tenant hereby covenants, at its expense, to keep the Premises, in a clean, neat and orderly manner and remove on a daily basis, all refuse, garbage and trash from the interior of the Premises and the adjacent areas at its expense. Landlord shall arrange, at its expense, for the removal of refuse, recycling, garbage and trash from the trash dumpsters or other receptacles at the Center, and, unless included in the Condominium assessments, the cost of any such service shall be included in the Landlord's common area costs.

**Section 11.03 Alterations**

Tenant shall not make any alterations, additions or improvements to the store front of the Premises or any alterations, additions or improvements affecting structural or support elements of or in the building of which the Premises are a part, or affecting any utility system servicing the Premises or other parts of the Center or Project, or change in the entrance or entrance doors without the prior written consent of Landlord. Tenant will not make any alterations, additions, or improvements on or to the Premises or any part thereof unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant's sole expense, by an architect or other duly qualified person and shall have obtained Landlord's written approval of such plans and specifications. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be

performed, at its expense, in a good and workmanlike manner, promptly, efficiently and competently by duly qualified contractors without interference with or disruption to the operations of other tenants in the Center. All such work shall comply with all applicable codes, rules, regulations and ordinances. Any alterations, additions or improvements by Tenant which are permitted hereunder or hereafter approved by Landlord shall immediately become the property of Landlord and remain upon the Premises at the end of the term unless Landlord notifies Tenant to restore the Premises to its original condition, in which event Tenant shall comply with such requirement prior to the expiration of the term. Tenant shall not cut or drill into, or secure any fixtures, apparatus or equipment of any kind to, any part of the Premises without Landlord's prior written consent; and if Tenant shall in any way cut through or pierce the slab covering the Premises or exterior walls of the Premises, the Landlord's repair obligations respecting the slab covering the Premises or exterior walls (as the case may be) under Section 9.01 hereof shall thereupon terminate. Before undertaking any alterations permitted hereunder or consented to by Landlord hereunder, Tenant shall obtain and furnish to Landlord an endorsement to the public liability insurance policy required to be carried by Tenant under Section 15.02 hereof to cover liabilities incurred in connection with any work undertaken by Tenant.

#### **Section 11.04 Signs**

Tenant shall provide and maintain during the term of this Lease one (1) exterior tenant identification sign on the exterior of the Premises, subject in each and every instance to the prior written approval of Landlord. Such sign shall comply in all respects with the sign criteria set forth in Exhibit 5 hereto. Tenant shall not, without Landlord's prior written consent, place, suffer to be placed or maintain any sign, billboard, marquee, awning, decoration, placard, lettering, advertising matter or other thing of any kind, whether permanent or temporary, on the exterior of the Premises, or in or on (or visible to the outside through) any glass window, window showcase or door of the Premises. In the event of any violation of this Section 11.04 by Tenant, Landlord may take such action as it sees fit to abate such violation without notice to Tenant, and Tenant shall pay to Landlord all expenses incurred by Landlord in connection therewith. Within thirty (30) days after receipt of written notice from Landlord, Tenant shall replace, alter, modernize or remove, at Tenant's expense, any signage approved by Landlord in order to appropriately conform, in Landlord's opinion, to any redecoration, alteration or redesign by Landlord of the Center or its common areas.

Notwithstanding the foregoing provisions of this Section 11.04, Landlord shall be responsible, at Tenant's expense, for placing any new sign on the exterior of the Premises and on the Center's directional kiosk sign indicating the new name under which the Premises conducts business (i.e., North Laurel-Savage Multiservice Center).

#### **Section 11.05 Compliance with Laws and Insurance Requirements**

Tenant shall promptly comply with all current and future laws, rules, regulations, requirements and recommendations of any governmental bodies and public authorities and of the local board of fire underwriters rating bureau or other fire insurance rating organization for the area in which the Premises are situated and of the Landlord's insurers, pertaining to the Premises or the use and occupancy thereof, or to fire preventive, warning and extinguishing apparatus. Tenant shall not do or suffer to be done or keep or suffer to be kept anything in or about the Premises which will contravene any of Landlord's insurance policies on the Center or any part thereof (including without limitation fire, casualty, liability, boiler and rent insurance) or which will prevent Landlord from procuring such policies in companies reasonably acceptable to Landlord, or which will impair Landlord's rights to collect on any insurance policy; and if anything done, omitted to be done or suffered to be done by Tenant (including without limitation, failure to occupy the Premises) or kept, or suffered by Tenant to be kept in or about the Premises shall cause the rate of any such insurance on the Premises or on any other part of the Center to be increased above the rate applicable to the least hazardous type of retail occupancy legally permitted in the Center or shall cause any policy of Landlord's to be canceled or result in the disturbance of an insurance recovery, then Tenant will pay the increase in premium promptly upon Landlord's demand, or indemnify Landlord for any loss to the extent that insurance proceeds are insufficient to fully cover such loss, as the case may be.

### **ARTICLE XII MECHANIC'S LIENS AND OTHER LIENS**

#### **Section 12.01 Mechanic's and Materialmen's Liens**

If any mechanic's or other lien is filed against any part of the Center by reason of any labor, material or service furnished or alleged to have been furnished to Tenant or for any change, alteration, addition or repair to the Premises made by Tenant, Tenant shall cause such lien to be released of record by payment, bond or otherwise as allowed by law, at Tenant's expense, within five (5) days after the filing thereof; and Tenant shall, at its expense, defend any proceeding for the enforcement of any such lien, discharge any judgment thereon and save Landlord harmless from all losses and expenses resulting therefrom, including counsel fees and other expenses incurred by Landlord if it elects to defend or participate in the defense of such proceeding.

**Section 12.02 Other Liens**

Tenant shall not permit the Premises to be subjected to any statutory lien by reason of any act or omission on the part of Tenant or any of its approved concessionaires, licensees or subtenants or their respective agents, servants, employees or contractors; and in the event that any such lien attaches to the Premises or the Center, Tenant shall discharge the same promptly by payment, bond or otherwise as allowed by law, at its own expense, within five (5) days after the filing thereof.

**ARTICLE XIII  
ROOF, WALLS AND INTERIOR**

**Section 13.01 Use of Roof and Walls by Landlord**

Landlord reserves the exclusive rights to the use of all or any part of the floor slab covering the Premises, the ceiling space of the Premises, the roof of the Project, the air space thereabove, and the rear and side walls of the Premises, for support or other purposes as long as such use of the Premises does not materially and unreasonably interfere with the Tenant's use of the Premises or appearance of the Premises.

**Section 13.02 Pipes and Conduits**

Landlord reserves the right to install and maintain pipes, conduits, wires and ducts in and through the Premises to serve any other part of the Project, so long as any visible installation does not unreasonably interfere with the Tenant's use of the Premises or appearance of the Premises.

**ARTICLE XIV  
RADIUS RESTRICTION  
INTENTIONALLY DELETED**

**ARTICLE XV  
INSURANCE AND INDEMNITY**

**Section 15.01 Tenant's Insurance**

Landlord acknowledges that Tenant is covered by Howard County's self-insurance program which Tenant acknowledges requires maintenance of appropriate reasonable reserves or funds, as the case may be, to cover claims, losses and damages that might arise or be incurred during its occupancy of the Premises which otherwise may be covered by Business Personal Property Insurance covering Special Causes of Loss, Commercial General Liability insurance (written on an occurrence basis) which, unless approved by Landlord in writing, in no event shall be for coverage less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a One Million Dollar (\$1,000,000) annual aggregate, and Workers' Compensation insurance including Employer's Liability insurance, which, unless approved by Landlord in writing, such Workers' Compensation insurance shall be for the statutory benefits in the jurisdiction in which the Premises are located.

**Section 15.02 Landlord's Insurance**

Throughout the term of this Lease, Landlord shall obtain and maintain (i) Real Property Insurance against Special Causes of Loss and said insurance shall be subject to Replacement Cost valuation covering the Building and all of Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision, and (ii) Commercial General Liability insurance (written on an occurrence basis) and said insurance shall include Contractual Liability coverage insuring the obligations assumed by Landlord under this Lease, Leased Premises and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability insurance shall be in amounts not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate.

**Section 15.03 Waiver of Subrogation and Indemnity**

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

(b) Subject to Maryland's Local Government Tort Claims Act, approved budget appropriations and applicable law, Tenant shall indemnify and hold harmless Landlord from and against all claims, damages, losses, liabilities, judgments, costs and/or expenses (i) relating to or arising out of Tenant's sole acts or omissions from the use and occupancy of the Leased Premises, or (ii) due to or arising out of any mechanic's lien filed against the Building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to Tenant, which have not been bonded by the Tenant or contested by the Tenant in accordance with the State court procedures. The provisions of this Section shall survive the termination of this Lease for a period of one (1) year with respect to any claims or liability accruing prior to such termination. Notwithstanding anything to the contrary contained in this section, Tenant will use its commercially reasonable efforts to cause Howard County to act in good faith to secure appropriations sufficient to meet its obligations under this Section. Nothing contained in this Lease shall be construed as the Tenant having waived any of the defenses of immunity provided to it under law.

## ARTICLE XVI REAL ESTATE TAXES

### Section 16.01 Payment of Taxes

During the term of this Lease, Landlord shall pay all real property taxes and personal property taxes in a timely manner. Tenant shall pay its proportionate share of the real estate taxes (including any rent or occupancy tax that may hereafter be imposed) and special and benefit assessments (including front foot assessments) levied on or with respect to the Premises. Such payment shall be Tenant's proportionate share of annual taxes as defined in Section 16.02. Tenant shall pay such charges to Landlord within ten (10) days after being billed therefor by Landlord.

Tenant shall pay its Proportionate Share (3.4%) of real estate taxes in monthly installments concurrent with the payment of minimum rent, to be credited towards Tenant's proportionate share of annual taxes as set forth herein. At the beginning of each real estate tax period, Landlord shall bill Tenant for any tax owing by Tenant (the Tenant's proportionate share less the monthly payments previously deposited), or credit to Tenant any surplus that may accrue from advance payment by Tenant exceeding Tenant's proportionate share of the actual taxes payable by Landlord. Landlord may from time to time adjust Tenant's monthly estimated tax payment based on Landlord's anticipation of annual taxes derived from the most recent assessment and the then current tax rates in effect for the place in which the Center is located. If at any time the methods of taxation shall be altered so that there shall be levied, assessed or imposed on the real property tax for the Center (i) a tax, license, fee or other charge, , or (ii) any other type of tax or other imposition in lieu of, or as a substitute for, or in addition to, the whole or any part of any then applicable real estate taxes, then the same shall be included as real estate taxes and Tenant's proportionate share thereof shall be payable by Tenant as additional rent.

### Section 16.02 Apportionment of Tax Bills

The Landlord and Tenant contemplate that the general real estate tax assessment and special and benefit assessments for the Premises will be combined with the tax assessment and special and benefit assessments for all or part of the remainder of Unit 2 of the Condominium and/or the Center (herein called "Combined Assessment"), and it is agreed that Tenant's proportionate share of taxes shall be determined with respect to the portions of the Combined Assessment allocable to the Premises in the following manner:

(a) The improvement assessment (as distinguished from land assessment) for general real estate taxes attributable to the Premises shall be deemed to be the portion of the Combined Assessment allocated to the Premises by the assessing authorities on the internal office records of the assessing authorities. If, however, the improvements on the Premises are not separately assessed or an allocation of the improvement assessment for the Premises is not reflected by the internal office records of the assessing authority, then the portion of the Combined Assessment for all improvements covered by such assessment shall be

multiplied by a fraction, the numerator of which shall be the square footage of the leasable area of the Premises bears to the gross amount of square footage of the leasable area of Unit 2; and the result shall be the improvement assessment for the Premises.

(b) The land assessment for general real estate taxes (as distinguished from the improvement assessment), and the special and benefit assessments attributable to the Premises shall be deemed to be an amount equal to the portion of the Combined Assessment for all land covered by the assessment multiplied by a fraction, the numerator of which shall be the square footage of the leasable area of the Premises bears to the gross amount of square footage of the leasable area of Unit 2; and the result shall be the land assessment for the Premises.

(c) After the allocation of land and improvement assessment for general real estate taxes is determined, Tenant's share of general real estate taxes shall be determined by multiplying the allocated assessment by the aggregate tax rate of all taxing authorities. In the case of special and benefit assessments, the amount of the allocation will represent Tenant's share.

#### **Section 16.03 Licenses and Permits**

Tenant shall be responsible for obtaining all permits respecting Tenant's use and occupancy of the Premises, and shall pay all minor privilege charges, occupancy permit fees, license fees or other charges or taxes which are imposed on or with respect to the Premises or the use and occupancy thereof.

### **ARTICLE XVII TENANT'S PROPERTY**

#### **Section 17.01 Trade Fixtures**

(a) All trade fixtures and equipment (called "fixtures" in this Article) installed by Tenant in the Premises shall be new at the time of installation and shall be owned, leased or financed in the name of Tenant only. Promptly upon Landlord's request, Tenant shall furnish Landlord with evidence of the nature of its interest in such fixtures. Throughout the term, such fixtures shall be maintained by Tenant in attractive condition and in good repair, and shall remain the property of Tenant. Such fixtures shall be removable at the expiration of the term of this Lease if Tenant is not then in default under this Lease, and shall be removed by Tenant at the end of the term upon Landlord's demand; and upon removal Tenant shall repair any damage to the Premises caused by installation or removal of such trade fixtures and any wear and tear caused by the presence or use of such fixtures. The term "fixtures" does not include any items to be installed or paid for by Tenant under Part II of Exhibit 2.

(b) Assignor's interest in certain furnishings, fixtures, and equipment as set forth in Exhibit 6 has been assigned to and accepted by the Tenant.

#### **Section 17.02 Negligence of Landlord and Acts of Other Tenants**

(a) Landlord shall not be liable to Tenant for any damage to any property required to be insured by Tenant pursuant to Section 15.02(e) from any cause, unless (i) such damage is due to Landlord's negligence, and (ii) such damage is caused by an occurrence which is not an insured hazard under the "Special Form - Cause of Loss" or other most comprehensive standard fire and extended coverage insurance which is available for insuring such property of Tenant at the time of the loss; it being understood that it is not the intention of the parties that Landlord be relieved from liability to Tenant for negligence contrary to any statute or public policy of the State of Maryland, but rather that Tenant avail itself of available insurance coverage without subjecting Landlord to liability for losses that could have been insured, and without subjecting Landlord to subrogation claims of any insurer.

(b) Landlord shall not be liable to Tenant for damage to Tenant's property due to the negligence or intentional acts of any other tenant in the Center or to any condition existing on or emanating from the Premises of any other tenant which is caused by such tenant or its agents or contractors, nor shall Tenant be entitled to an abatement of rent or to claim actual or constructive eviction, whole or partial, permanent or temporary, by reason of any such condition on or emanating from such other tenant's premises.

**ARTICLE XVIII  
LANDLORD'S ENTRY ON PREMISES**

**Section 18.01**

Provided that such entry does not unreasonably interfere with Tenant's use of the Premises and upon 1 days prior notice and subject to Tenant's right to be present during such entry, Landlord and its representatives may enter the Premises at any time to inspect the Premises, to enforce the provisions of this Lease, to make repairs required of it hereunder, to rectify defaults of Tenant pursuant to the rights granted to Landlord under Section 23.01, to make repairs to other premises in the Project, to check the temperature in the Premises, and to repair any utility lines or system or systems servicing other parts of the Project, or to rectify any condition in the Premises adversely affecting other occupants of the Project. Landlord may bring upon the Premises all things necessary to perform any work done in the Premises pursuant to this Section 18.01. Nothing herein contained shall be deemed or construed to impose upon Landlord any obligation or responsibility whatsoever for the care, maintenance or repair of the Premises, except as otherwise specifically provided in this Lease. Any work performed by Landlord hereunder shall be completed expeditiously, subject to delays excusable under Section 9.01.

**ARTICLE XIX  
FIRE OR OTHER CASUALTY**

**Section 19.01**

If the Premises shall be damaged or destroyed by fire, or other casualty included in the standard extended coverage endorsement to fire insurance policies used in Maryland, Landlord shall, with reasonable diligence, but subject to delays in adjusting the insurance loss and excusable delays under Section 9.01, repair the damage to (or replace) those parts of the Premises and the facilities therein which were originally constructed and/or installed by Landlord or at its expense under Exhibit 2. If Landlord makes any repairs or replacements because of damage arising out of any casualty (or if damage arising out of any casualty is limited to those parts of the Premises and the facilities therein which were originally constructed and/or installed by Tenant or at Tenant's expense under Exhibit 2 and/or other leasehold improvements made by Tenant on the Premises), then Tenant shall with reasonable diligence repair the damage to (or replace) those parts of the Premises and the facilities therein which were originally constructed and/or installed by Tenant or at Tenant's expense under Exhibit 2, and all other leasehold improvements made by Tenant on the Premises. Notwithstanding the foregoing, in the case of the total destruction of the Premises by fire, other casualties, the elements, or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by Tenant for more than one hundred twenty (120) days, this Lease, upon surrender and delivery to Landlord by Tenant of the Premises, together with the payment of the Annual Rent to the date of such occurrence and a proportionate part thereof to the date of surrender, shall terminate, and the parties shall have no further obligations or liabilities under this Lease from the date of said termination, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term. Except as otherwise provided in this Section 19.01, this Lease shall not terminate as a result of any damage or destruction to the Premises.

Notwithstanding anything to the contrary set forth in this Section, Landlord shall not be obligated to repair, restore, or reconstruct the Premises or any portion of the Center and/or Project if any of the following conditions shall exist: (i) the holder of the first deed of trust, security agreement or mortgage which encumbers any part of the Project or the ground lessor of the Center elects not to permit the insurance proceeds payable upon the damage or destruction of the Premises, Center or Project to be used for repair, restoration, or reconstruction, or (ii) the damage or destruction is not fully covered by insurance maintained by Landlord or for Landlord's benefit, or (iii) the damage or destruction occurs during the last twenty-four (24) months of the Lease Term, or (iv) an event of default, or an event which with the passage of time or giving of notice would become an event of default, exists under this Lease, or (v) Tenant has ceased doing business or vacated the Premises before the casualty. Upon the existence of any of the foregoing conditions, Landlord or Tenant may terminate this Lease by delivering written notice to the other party within sixty (60) days after the occurrence of the damage or destruction.

**ARTICLE XX  
EMINENT DOMAIN**

**Section 20.01    Effect of Total or Partial Condemnation**

If the Premises is condemned in whole or part under the power of eminent domain, this Lease shall terminate as to the part condemned on the date title or possession vests in the condemning authority, whichever is first.



#### **Section 20.02 Partial Condemnation Procedure**

If any condemning authority notifies Landlord of a proposed condemnation of more than 25% of the ground floor area of the Premises, Landlord shall give Tenant written notice of the proposed condemnation together with whatever plats and data are furnished to Landlord by the condemnor concerning the extent of the proposed condemnation of the Premises. Tenant shall have fifteen (15) days after the date of such notice in which to elect to cancel this Lease effective upon consummation of the condemnation. If Tenant gives Landlord written notice of such election within said fifteen (15) days, and if the proposed condemnation is consummated, then this Lease shall terminate entirely on the same date that this Lease terminates as to the condemned portion of the Premises under Section 20.01. If Tenant does not make a timely election to cancel this Lease, and the condemnation is consummated, then Landlord shall, subject to the excusable delays under Section 9.01, restore the remaining Premises as a complete architectural unit; and the minimum rent hereunder shall thereafter be reduced proportionately to the reduction in the ground floor area of the Premises.

#### **Section 20.03 Other Condemnation in the Center**

If more than twenty-five percent (25%) of the ground floor area of the building in which the Premises is located or of other buildings in the Project are condemned under the power of eminent domain, or if the nature, location or extent of any proposed condemnation affecting the Project are such that Landlord elects in good faith to demolish all or substantially all of the Center, then Landlord may terminate this Lease by giving written notice of termination to Tenant at any time after such condemnation, and this Lease shall terminate on the date specified in such notice.

#### **Section 20.04 Condemnation Awards**

In the event of any condemnation of all or part of the Premises or the Center or the Project, Tenant shall not be entitled to share in any part of the condemnation award (including consequential damages) for the taking, either for its leasehold estate or for its rights to use any of the common areas of the Center, whether or not this Lease is terminated under the provisions of this Article XX by reason of such condemnation. Any condemnation awards for any taking of any part of, or interest in, the Premises or the Center or the Project shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's rights, if any, with respect thereto; provided, however, that nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses or the expense of removal of Tenant's trade fixtures, but only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord.

#### **Section 20.05 Condemnation After Discontinuance of Business**

All rights of Tenant under this Article XX to cancel this Lease or to receive reductions of rent, and to claim the benefits of Section 20.01 as to a partial condemnation, shall be operative only if Tenant is not in default of its obligation to continuously conduct business under Section 6.02 on the date Landlord notifies Tenant of any proposed condemnation.

#### **Section 20.06 Definitions**

As used herein the terms "condemned" and "condemnation" include sale by Landlord to a condemning authority under threat of condemnation. Landlord shall have the power and authority to convey the entire fee simple or leasehold title in all or any part of the Premises or the Center to the condemning authority without Tenant's joinder, and any such conveyance by Landlord alone shall be deemed free and clear of any leasehold or other interest of Tenant herein, and any condemning authority shall be entitled to rely upon the provisions of this sentence in accepting a deed from Landlord alone. As used herein the term "condemnation award" includes the proceeds of any sale by Landlord to a condemning authority under threat of condemnation.

**ARTICLE XXI  
ADVERTISING  
INTENTIONALLY DELETED**

**ARTICLE XXII  
BANKRUPTCY OR INSOLVENCY**

**Section 22.01 Bankruptcy or Insolvency**

Tenant agrees that if Tenant fails to pay rent due under this Lease and (i) if Tenant shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or (ii) if Tenant shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (iii) if Tenant shall take any corporate action to authorize any of the actions set forth in subparagraphs (i) or (ii) above; or (iv) if any case, proceeding or other action against Tenant shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (a) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (b) remains undismissed for a period of forty-five (45) days; or (v) if any execution, attachment or mechanic's lien against Tenant be unsatisfied or unsecured by adequate surety bond or cash security for more than five (5) days, then Landlord, in any of such events, upon ten (10) business days prior notice to Tenant, terminate this Lease and re-enter and resume possession of the Premises, retaining all rights or remedies of Landlord under this Lease or at law or in equity. As used in this Section 22.01 the word "Tenant" includes any guarantor of Tenant's obligations under this Lease.

**ARTICLE XXIII  
DEFAULTS AND REMEDIES**

**Section 23.01 Abatement of Tenant's Defaults**

If Tenant fails to maintain any insurance required to be maintained by it under this Lease, or fails to furnish evidence of insurance renewals at the times in this Lease required, or allows such insurance to lapse or be canceled, Landlord may obtain such insurance for Tenant without notice. If Tenant defaults in the performance or observation of any term, covenant or condition to be performed or observed by it under this Lease, and such default continues for more than five (5) business days after prior written notice thereof to Tenant, Landlord may take action to rectify such default on Tenant's behalf, and Landlord may rectify such default on Tenant's behalf immediately and without such notice if immediate action is reasonably believed to be required in order to avoid injury or damage to other persons or property (including Landlord's property). Landlord may enter the Premises to rectify such defaults.

**Section 23.02 Distraint and Default Rent**

If any payments of rent or additional rent are in arrears for more than ten (10) days, (a) Landlord may distraint therefor, and shall be entitled to the benefit of all laws pertaining to distraint or actions in the nature of distraint; and (b) beginning on the eleventh (11<sup>th</sup>) day of arrearage and continuing until such arrearage is paid, Tenant shall be liable to Landlord for payment of additional rent (herein called "arrearage rent" for the purpose of this Section 23.02) for the period of such arrearage at a daily rate equal to one percent (1%) of such arrearage for each of the first thirty (30) days thereof, and an annual rent of fifteen percent (15%) of such arrearage thereafter. Any payments by Tenant to Landlord made after the accrual of arrearage rent may be applied by Landlord to such arrearage rent irrespective of the obligation for which Tenant may earmark such payment.

**Section 23.03 Termination and/or Reletting for Default; Liquidated Damages**

If Tenant defaults in the payment of rent or additional rent payable under this Lease, and such default continues for more than five (5) business days after prior written notice thereof to Tenant; or if Tenant defaults in the performance or observance of any term, covenant or condition to be performed by it hereunder which may be performed merely by the payment of money and such default is not rectified within five (5) business days after prior written notice thereof to Tenant; or if Tenant shall allow any insurance policy required to be carried by it hereunder to lapse or to be canceled and does not cause such insurance to be replaced

and furnished Landlord with evidence of such replacement within five (5) business days after prior written notice of such lapse or cancellation from Landlord, its mortgagee, or the insurer; or if Tenant defaults in the performance or observance of any other term, covenant or condition of this Lease on its part to be performed or observed and does not commence to rectify such default within fifteen (15) business days after prior written notice thereof or does not thereafter diligently complete the rectification thereof; or if Tenant vacates or abandons the Premises; or if Tenant attempts a Transfer in violation of Article VIII of this Lease; or if any guarantor of this Lease breaches any covenant of its Guaranty agreement; then, in any of such events, Landlord may, at its option, (i) terminate this Lease and reenter the Premises without application to or process of law and without liability for any entry by force; or (ii) reenter the Premises in the aforesaid manner without terminating this Lease, and assume custody and control thereof for the purpose of protecting the Premises and/or for re-letting the Premises as agent for Tenant, if Landlord elects to re-let, and such agency shall be deemed as a power coupled with an interest and shall be irrevocable; and in either such event Landlord shall be entitled to the benefit of all provisions of the public general laws of Maryland and the public local laws and ordinances of the locality in which the Premises is located respecting the summary eviction of tenants in default or tenants holding over, or respecting proceedings in forcible entry and detainer. Notwithstanding the foregoing, Section 27.05 and the following provisions of this Section 23.03 shall apply:

(a) Tenant shall remain liable for any rent and damages which may be due or sustained prior thereto, and shall pay Landlord for all costs and expenses, including but not limited to, attorneys', experts' and brokers' fees and expenses, paid or incurred by Landlord in connection with: (i) obtaining possession of the Premises; (ii) removal and storage of Tenant's or other occupant's property; (iii) care, maintenance and repair of the Premises while vacant; (iv) reletting the whole or any part of the Premises; and (v) repairing, altering, renovating, partitioning, enlarging, remodeling, or otherwise putting the Premises, either separately or as part of larger Premises, into condition acceptable to, and reasonably necessary to obtain new tenants.

(b) Intentionally Deleted

(c) The obligations of Tenant under Section 14.01 hereof shall survive termination of this Lease, or reentry by Landlord without termination, pursuant to this Section 23.03 until the fixed termination date fixed by Section 2.01, and shall be binding upon Tenant until such date.

(d) Tenant appoints as its agent to receive service of all dispossessory or other proceedings and notices thereunder and under this Lease the person apparently in charge of the Premises at the time, and if no person then appears to be in charge of the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that, in such later event, a copy of any such proceedings or notice shall also be mailed to Tenant in the manner set forth in Article XXVI of this Lease.

#### ARTICLE XXIV CUMULATIVE REMEDIES AND GOVERNING LAW

##### Section 24.01 Remedies Cumulative

Mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or remedy available at law or in equity; and the failure of Landlord to insist in any one or more instances upon a strict or prompt performance of any obligation of Tenant under this Lease or to exercise any option, right or remedy herein contained or available at law or equity shall not be construed as a waiver of relinquishment thereof, unless expressly waived in writing by Landlord. The waiver by Landlord of any breach of this Lease shall not constitute a waiver of the covenant, term or condition breached or of any subsequent breach of the same or any other covenant, term or condition of this Lease; and the acceptance by Landlord of rent during the continuance of any breach of this Lease by Tenant shall not constitute a waiver of such breach. Whenever any provision of this Lease requires Landlord's consent to or approval of any act or conduct of Tenant, such provision shall be construed to mean Landlord's written consent or approval; and knowledge of, or acquiescence by Landlord in, any such act or conduct shall not be deemed a waiver of the requirement for written consent or approval. Wherever under this Lease Landlord's consent or approval is required, such consent or approval may be denied or withheld by Landlord for no reason or for any reason, in Landlord's sole discretion. Exercise by Landlord, or the beginning of the exercise by Landlord, of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not be construed as an election of remedies so as to preclude the simultaneous or subsequent exercise by Landlord of any other right or remedy for such breach. If Landlord consults with an attorney or expert with respect to this Lease and/or obtains a judgment against Tenant arising out of any default by Tenant under this Lease, then Tenant shall pay Landlord, upon demand, all reasonable counsel and experts' fees incurred by Landlord with respect thereto.

**Section 24.02 Governing Law and Jurisdiction**

This Lease shall be construed under the laws of the State of Maryland. The parties acknowledge that this Lease has been drafted, negotiated, made, delivered and consummated in Howard County, Maryland and any action under this Lease shall be brought in the Circuit Court of Maryland for Howard County.

**Section 24.03. No Trial by Jury; No Counterclaim**

LANDLORD AND TENANT HEREBY MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES. TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM IN ANY ACTION OR PROCEEDING BROUGHT IN RENT COURT BY LANDLORD AGAINST TENANT ARISING OUT OF OR IN CONNECTION WITH THIS LEASE. NOTWITHSTANDING THE FOREGOING, TENANT MAY ASSERT A COUNTERCLAIM IN ANY ACTION OR PROCEEDING ORIGINALLY BROUGHT BY LANDLORD AGAINST TENANT IN THE CIRCUIT COURT OF MARYLAND.

**ARTICLE XXV  
RECORDING, NO REDEMPTION OR MERGER**

**Section 25.01 Recording**

Tenant shall not record this Lease. Tenant agrees that at or prior to the Commencement Date, or at a later date, if requested by Landlord, it will, upon the written request of Landlord, execute, acknowledge and deliver a short form Memorandum of Lease setting forth the date, a description of the Premises, term, renewal option and restrictive covenants, if any, contained and found to exist in this Lease. If the short form Memorandum of Lease herein referred to is recorded, all costs incident thereto shall be paid by party requesting recording. Such short form Memorandum of Lease shall not change the rights and obligations of the respective parties.

**Section 25.02 Waiver of Redemption  
Landlord and Tenant**

The parties stipulate that the Premises hereby leased is leased exclusively for commercial purposes within the meaning of Section 8-110 of Real Property Article of the Annotated Code of Maryland, and that the provisions of Section 8-110(b) of said Article (or of any future statute) pertaining to redemption of reversionary interests under leases shall be inapplicable to this Lease. Upon termination of this Lease in accordance with its terms, or in the event of a judgment for the recovery of possession of the Premises in any action or proceeding, Tenant hereby expressly waives any and all rights of redemption now or hereafter provided or permitted by any statute, law, or decision and does hereby waive, surrender and release all rights or privileges which it may have under or by reason of any present or future law or decision, to redeem the Premises or continue this Lease for the term hereby leased after having been dispossessed or ejected therefrom.



**Section 25.03 Waiver of Claim of Merger**

If Landlord acquires title to the reversionary interest under any ground lease or ground sublease from which its estate in the Center is derived, the merger of Landlord's estate into or with such reversionary interest shall not effect an extinguishment of this Lease, and this Lease shall continue in force notwithstanding any such merger of Landlord's estate and any reversionary estate; and Tenant agrees to execute any instrument that may be required by Landlord, any mortgagee, prospective mortgagee, or purchaser or prospective purchaser of the Premises confirming that this Lease is in force and effect notwithstanding any such merger.

**ARTICLE XXVI  
NOTICES**

**Section 26.01**

All notices from either party to the other under this Lease shall be (i) sent by registered or certified mail, return receipt requested, (ii) delivered by reputable messenger service guaranteeing next day delivery, or (iii) hand-delivered with signed receipt. Whenever in this Lease reference is made to a notice to be given, such notice shall be deemed to be given when mailed, wired or delivered by commercial messenger service or hand delivery to the proper notice address of the party to be notified.

Notices to Landlord shall be addressed to it at c/o Orchard Development Corporation, 5032 Dorsey Hall Drive, Ellicott City, Maryland 21042. Notices to Tenant shall be addressed to it at 6751 Columbia Gateway Drive, Columbia, Maryland 21046 attention Executive Director with a copy to County Solicitor, 3450 Court House Drive, Ellicott City, Maryland 21043

Either party may from time to time designate a different address for receiving notices, by giving the other party notice of the change of address in the manner above specified.

## ARTICLE XXVII MISCELLANEOUS PROVISIONS

### Section 27.01 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 and inure to the benefit of Tenant and its permitted successors and assigns. As used herein the term "Tenant" includes its permitted successors and assigns, and the term "Landlord" includes its successors and assigns.

The term "agents" and "employees" as used with respect to Tenant, shall include sublessees, concessionaires, franchisees and licensees of Tenant approved by Landlord, and the agents, servants and employees of such sublessees, concessionaires, franchisees, and licensees. If Landlord transfers its estate in the Premises, or if Landlord further leases the Premises subject to this Lease, Landlord shall thereafter be relieved of all obligations of Landlord expressed in this Lease or implied by law.

If Tenant obtains a money judgment against Landlord, any of its partners or its successors or assigns under any provisions of, or with respect to this Lease or on account of any matter, condition or circumstance arising out of the relationship of the parties under this Lease, Tenant's occupancy of the building or Landlord's ownership of the Center, Tenant shall be entitled to have execution upon such judgment only upon Landlord's fee simple or leasehold estate in the Center (whichever is applicable), and not out of any other assets of Landlord, any of its partners, or its successors or assigns; and Landlord shall be entitled to have any such judgment so qualified as to constitute a lien only on said fee simple, or leasehold estate, subject to any liens antedating such judgment; provided, however, that this sentence shall be inapplicable to the extent that the judgment against Landlord is covered by insurance.

### Section 27.02 Tenant's Corporate Authority

If Tenant is a corporation, a limited liability company, an association, or partnership it shall, concurrently with the signing of this Lease, furnish to Landlord certified copies of the resolutions of its Board of Directors (or of the executive committee of its Board of Directors) authorizing Tenant to enter into this Lease; and/or it shall furnish to Landlord an opinion of independent counsel (in form reasonably satisfactory to counsel for Landlord) that Tenant is a duly organized corporation, limited liability company, association, or partnership under the laws of the State of its incorporation, is qualified to do business in the State of Maryland, is in good standing under the laws of the State of its incorporation and the laws of the State of Maryland, and has the power and authority to enter into this Lease, and that all corporate action requisite to authorize Tenant to enter into this Lease has been duly taken.

### Section 27.03 Captions; Deletions; Definitions

The headings and captions used in this Lease are for convenience only and are not a part of this Lease. If any printed provision of this Lease is deleted by the parties, such deletion may not be utilized in interpreting the rights of the parties hereunder; but each party shall have all rights which it would have had, at law or otherwise, if such deleted provision has never been printed herein.

As used in this Lease, the term "calendar month" shall mean any of the twelve (12) named months of the year; and the term "calendar quarter" shall mean a period consisting of three (3) calendar months beginning on January 1, April 1, July 1, or October 1. If the term of this Lease begins on a day other than the first (1<sup>st</sup>) day of a calendar quarter as defined in this Section, the first calendar quarter of the term hereof shall be the period beginning on the commencement date of the term and ending on the day preceding the next calendar quarter during the term. If the term of this Lease ends on a day other than the last day of a calendar quarter, the last calendar quarter of the term shall be deemed to end on such date of termination. No provision of this Lease will be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of

this Lease. Tenant acknowledges that it has engaged counsel in connection with the negotiation of this Lease, or that Tenant has freely decided to enter into this Lease without engaging the services of counsel. In any legal proceeding respecting this Lease, this Lease will be construed with equal weight for the rights of both parties, the terms of this Lease having been determined by free and fair negotiation, with due consideration for the rights and requirements of both parties. Both parties agree that they have had equal input into the wording and phraseology of the provisions of this Lease, and that, therefore, no provision will be construed as drafted by one party or the other, without respect to whose draft of this Lease the wording or phraseology arises. To the extent the context requires or permits, (i) any reference to the word "including" or "includes" also means "including, without limitation; (ii) any reference to the word "includes" shall also mean "includes, but is not limited to"; (iii) any reference to "may" also means "may, but is obligated to" or "may, at its option"; (iv) any reference to the phrase "may not" also means "is prevented or prohibited from" or "is not required to"; and (v) reference to the phrase "at any time" also means "from time to time."

#### **Section 27.04 Site Plan**

Nothing shown on Exhibit 1 shall be deemed to be a representation by Landlord as to any matter respecting the Project, including the Center, or as a condition of this Lease, unless such representation or condition is expressly set forth herein, said Exhibit 1 being attached only for the purpose of showing the land encompassed in the Project, the approximate size and location of the Premises and Landlord's present proposed layout of the Center. Any reference to floor area of the Premises shall be deemed to include area measured to the center of party walls between tenants and to the outside of walls between the Premises and any service corridor and/or common areas.

#### **Section 27.05 Obligations Surviving Termination**

If this Lease is terminated for any reason other than default of the Tenant, all liabilities of the parties shall be adjusted as of the effective date of termination. Any termination hereof by reason of a default of the Tenant shall not affect any obligation or liability of Tenant under this Lease which accrued prior to the effective date of termination, and all such obligations and liabilities of Tenant shall survive such termination.

#### **Section 27.06 Genders**

The use of the masculine, feminine or neuter gender herein shall be deemed to mean the correct gender applicable, and the use of the singular shall include the plural, or conversely, as the context may require.

#### **Section 27.07 Modifications for Financing Reasons**

Tenant acknowledges that it has been advised that Landlord intends to procure some part or all of the funds to finance the Center or refinance the Center from time to time from one or more financing institutions. If any such financing institution requires any modification of the terms and provisions of this Lease as a condition to financing (including issuance of a commitment) that Landlord obtains or may desire to obtain, then Tenant shall, within fifteen (15) days after Landlord's request therefor, execute the necessary lease amendment to accomplish such modifications; but notwithstanding anything in this paragraph to the contrary, Tenant shall not be required to agree to any modification of the provisions of this Lease relating to the amount or rate of rental reserved, the purpose for which the Premises may be used, the size and/or location of the Premises, the duration of the term or the commencement date, or the improvements to be made by Landlord to the Premises prior to commencement of the term.

#### **Section 27.08 Partial Invalidity**

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### **Section 27.09 Brokers**

No brokers' fees are owed in respect of this Lease.

#### **Section 27.10 No Partnership**

By executing this Lease Landlord does not, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of Tenant's business, or otherwise. Any provisions of this Lease regarding the use of the Premises or operation of Tenant's business are included solely for the purpose of maintaining an orderly Center.

#### **Section 27.11 Surrender of Premises**

At the expiration of the tenancy hereby created, or upon any reentry by Landlord into the Premises pursuant to Section 23.03 Tenant shall surrender the Premises in the same condition as the Premises were upon the commencement of the original term of this Lease, reasonable wear and tear excepted, and shall deliver all keys for the Premises to Landlord at the place then fixed for the payment of rent, and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all of its trade fixtures and inventory and any alterations, additions or improvements which Landlord requires to be removed pursuant to Section 11.03, before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused by such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. During the last one hundred twenty (120) days of the term, Landlord shall be allowed to place a sign in the window of the Premises indicating the Premises are available for rent.

#### **Section 27.12 HVAC Maintenance**

Landlord at its cost shall obtain and maintain in full force and effect during the initial five (5) year Term, a standard maintenance contract on the heating, ventilation and air conditioning system and related equipment which serves the Premises (the "HVAC System") from a contractor selected by Landlord which shall, among other things, provide for periodic inspections, service, and reports on the condition thereof. In addition, during the initial five (5) year Term, Landlord shall be responsible, at its expense, for making all repairs and replacements to the HVAC System serving the Premises; provided, such repairs or replacements are not caused by the intentional acts of Tenant. During the Extension Terms (if any), the HVAC System shall be operated, maintained, repaired (the foregoing to include without limitation the replacement of any parts which may from time to time be required), and if necessary, replaced in its entirety at the sole cost and expense of Tenant, and Tenant, at its cost shall obtain and maintain in full force and effect during the Extension Terms (and during any further renewals or extensions of this Lease) a standard maintenance contract on said unit(s) and related equipment from a reputable and competent contractor acceptable to Landlord which shall, among other things, provide for periodic inspections, service, and reports on the condition thereof, with a copy of such contract to be forwarded to Landlord prior to the commencement of the Extension Terms. At the expiration of the Term, said HVAC System and the electrical and plumbing systems and their appurtenant and related equipment shall be deemed the absolute property of Landlord, the Tenant to have no right, title, or interest therein, whether or not the same is original equipment or replacement equipment, and regardless of who furnished and installed the same.

#### **Section 27.13 Returned Check Charges**

If Tenant tenders to Landlord any check in payment of any obligation under this Lease, and said check is returned unpaid by any Bank for non-sufficient funds or any other reason, Tenant shall pay to Landlord the sum of Thirty-five Dollars (\$35.00) for each such occurrence, in addition to the amount of said check.

#### **Section 27.14 No Offer**

Submission of this Lease for examination does not constitute an offer to lease, a reservation of, or option for the Premises. This lease shall become effective only upon its execution and delivery by both Landlord and Tenant.

#### **Section 27.15 Holding Over**

Tenant shall not have any right to remain in possession of the Premises after either the Expiration Date or the earlier termination of the Lease without having first received Landlord's written consent. If Tenant remains in possession of the Premises thereafter without Landlord's consent, such possession shall be a default under this Lease and Tenant shall be deemed a holdover tenant on the following terms and conditions: Tenant's use and occupancy of the Premises shall be at a rate equal to double the total of the Minimum Rent as was due during the final month of the Lease Term, calculated on a per diem basis, plus all Additional Rent due in accordance with the terms of this Lease; Tenant shall be fully obligated to perform all of the terms and conditions contained in this Lease except as expressly modified by this paragraph; Landlord shall not be obligated or liable to Tenant for any failure to perform under the Lease; and Tenant shall not be deemed a "month-to-month" tenant. Tenant's failure to pay for its use

and occupancy at the rate set forth above shall be a default under this Lease granting Landlord all rights available to it at law and at equity as well as under the provisions of Article XXIII hereof. If Tenant has remained in possession of the Premises after the Expiration Date or earlier termination of this Lease, Tenant shall vacate and surrender the Premises to Landlord within three (3) days after written notice to Tenant. The provisions of this Section 27.15 shall survive the Expiration Date or earlier termination of this Lease.

**Section 27.16 Relocation**

Intentionally Deleted.

**Section 27.17 Condominium Conversion**

In addition to the existing Condominium formed pursuant to the Condominium Documents, Landlord reserves, in its sole and absolute discretion, the right to subject all or part of the Center, including the Premises, to a commercial condominium structure by recording a condominium declaration among the Land Records of Howard County, Maryland. Upon the recordation of a condominium declaration affecting the Premises, the Premises shall thereafter be subject and subordinate to all of the terms, covenants, conditions and provisions of the condominium. The fees and other charges due and payable under the condominium documents relating to the repair, replacement and maintenance of any of the improvements located within the common area of the Center shall thereafter be part of the Common Area Costs as set forth in Exhibit 3 to this Lease. Provided, however, that the creation of a condominium with respect to all or part of the Center shall not (i) materially decrease Tenant's rights to the use and enjoyment of the Premises, in all respects consistent with the other provisions of this Lease and all laws and regulations, and (ii) increase Tenant's monetary obligations in any material respect from those monetary obligations that would have otherwise been due and payable under this Lease for Common Area Costs. If requested by Landlord, Tenant shall enter into a subordination agreement in form and substance reasonably acceptable to Landlord acknowledging that Tenant's leasehold estate in the Premises is subject to such condominium. Thereafter, Landlord shall be free to sell one or more units in the condominium, but the sale of any condominium unit, including the Premises, shall be subject to Tenant's right to use and occupy the Premises, upon and in accordance with the terms and conditions of this Lease.

**Section 27.18 Prohibited Persons and Transactions**

Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action relating thereto.

**Section 27.19 Enforcement of Indemnities; Costs of Suit**

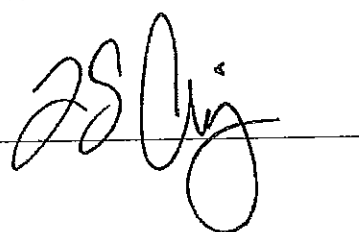
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**Section 27.20 Entire Agreement**

This Lease contains the final agreement between the parties hereto, Landlord shall not have any obligation not expressly set forth in this Lease; and neither party shall be bound by any promises or representations prior to the date hereof which are not expressly set forth in this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease under their respective hands and seals, with the intent that it be a sealed instrument, as of the day and year first above written:

ATTEST:



LANDLORD:  
ODC-RETAIL, LLC, a Maryland limited liability company

By:  (SEAL)  
L. Earl Armiger, Managing Member



WITNESS:

Shirley M. Bunt

TENANT/ASSIGNEE:

HOWARD COUNTY HOUSING COMMISSION

By: Thomas P. Carbo (SEAL)  
Thomas P. Carbo  
Executive Director

ATTEST:

Lindsay L...

ASSIGNOR:

THE COMMUNITY ACTION COUNCIL OF HOWARD COUNTY, INC., a Maryland non-profit corporation

BY: Bita Dayhoff (SEAL)  
Bita Dayhoff, President

2028445v1

STATE OF MARYLAND  
COUNTY OF Carroll

, to wit:

On this 10th day of MARCH, ~~2012~~ 2013, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, L. Earl Armiger, Managing Member of the above-named Landlord, and he acknowledged the above Lease to be the act of the said Landlord.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Anne M. Homes  
Notary Public

9.8.16  
My Commission Expires

STATE OF MARYLAND,  
COUNTY OF Howard

, to wit:

On this 4th day of February, 2013, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas P. Carbo, the Executive Director of the Howard County Housing Commission and he acknowledged the above Lease to be the act of the said Tenant.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Judith C. Davis  
Notary Public

Feb. 4, 2017  
My Commission Expires



STATE OF MARYLAND,  
COUNTY OF Howard

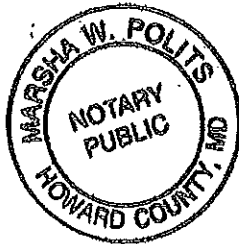
, to wit:

On this 24 day of January, 2012, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Bitia Dayhoff, the President of The Community Action Council of Howard County, Inc. and she acknowledged the above Lease to be the act of the said Assignor.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

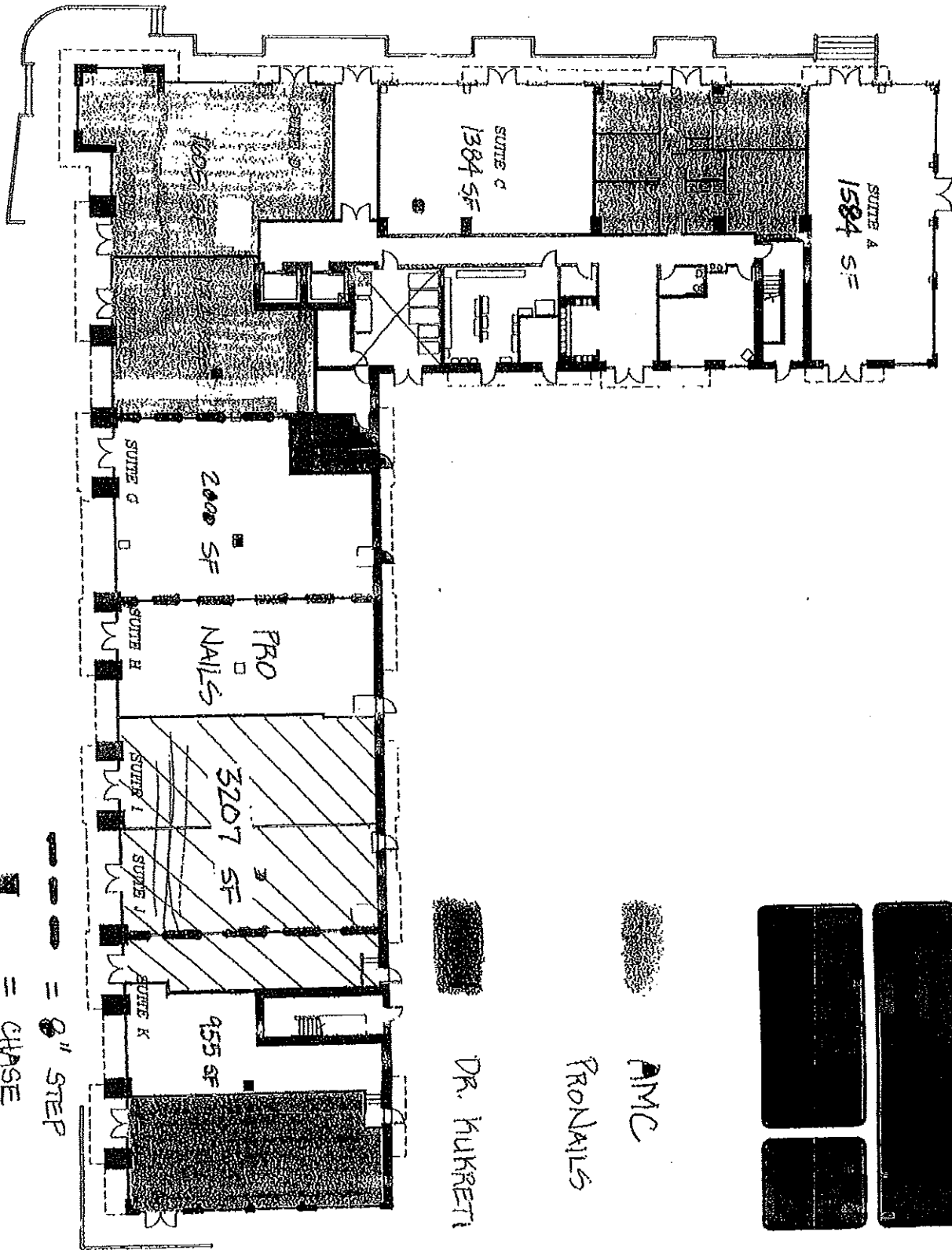
Marsha W. Polits  
Notary Public

4/15/2013  
My Commission Expires



**Exhibit 1**  
**Site Plan**

[On following Page]



**Exhibit 2**  
**Specifications**

I. Provisions governing work performed by Tenant:

1. All work performed by Tenant shall be performed in a first class and workmanlike manner and with new materials.
2. Tenant shall be responsible for obtaining all permits required in connection with the performance of its work.
3. Before Tenant or its contractors commence any work, they shall arrange with landlord for allocation of space for storage of equipment and materials and for access to the site of the work. Storage of all materials and equipment shall be confined to the areas from time to time designated by Landlord, and access to the site of the work by Tenant's contractors, and their employees and suppliers shall be confined to the routes from time to time designated by Landlord.
4. Connections for utility service for Tenant and its contractors during the construction period shall not be made without prior notice to Landlord and without making arrangements satisfactory to Landlord for payment by Tenant for such connections and service.
5. Tenant shall not engage any contractor for work respecting the Premises without Landlord's prior written approval of such contractor.
6. Tenant shall require its contractors to comply with all requirements of Landlord regarding coordination of work in the Center.
7. Tenant shall cause its contractors to remove and dispose of debris, rubbish, surplus materials and temporary structures resulting from Tenant's work in the Premises, as may be necessary to avoid interference with construction or when directed by Landlord.
8. Tenant shall cause its contractors to take all reasonable precautions to protect other work in the Center from any damage owing to work performed by Tenant's contractors; and Tenant shall indemnify Landlord for any damage to any other work in the Center caused by Tenant's contractors.
9. If required by Landlord, Tenant shall cause its contractors to furnish performance and labor and material payment bonds from a reputable surety company and which shall include Tenant, Landlord, and other designees of Landlord as obligees, without cost to Landlord or its designees.
10. If, in the opinion of Landlord's insurer, builder's risk insurance is required to be carried on the improvements made by Tenant, in order to prevent Landlord or its contractors from being deemed co-insurers under the builder's risk insurance carried on the improvements constructed by Landlord. Tenant shall carry builder's risk insurance on the work performed by Tenant in such form and amounts as may be required by Landlord's insurers.
11. All work performed by Tenant shall be performed in compliance with applicable laws and regulations.
12. Tenant shall cause its contractors to furnish the customary one year warranty against defects in workmanship and materials, and in the event the lease does not commence or is terminated prior to the expiration of the warranty period Landlord shall be entitled to the benefit of all such warranties, which are hereby assigned to Landlord.
13. If any labor dispute is caused by or related to any of Tenant's contractors, subcontractors or suppliers, Tenant shall, upon Landlord's demand, cause the contractor, subcontractor or supplier causing, involved in or relating to such labor dispute to immediately cease work and deliveries in the Center until further notice from Landlord.

14. No approval of plans by Landlord shall be deemed to be a representation or warranty by Landlord that such plans or the work provided for therein will comply with laws or be in conformance with any insurance or other requirements which affect the Premises or the Center, or that the Premises are structurally adequate to support the work shown on such plans, and Tenant shall have the sole responsibility of complying with all such requirements notwithstanding Landlord's approval of Tenant's plans.

**Exhibit 3**  
**Common Area Costs**

Operating and maintenance costs of the common areas shall mean, for the purposes of Section 7.03 of the Lease, the total costs and expenses incurred in operating and maintaining the common areas and any appurtenances thereto and facilities thereon (or in or on unpaved outdoor areas of the Center or in adjacent public streets or rights of way), including but not limited to the following:

1. Gardening, landscaping, and maintenance of grass, trees, and shrubbery;
2. All premiums for all insurance on the vehicle areas and on any equipment and systems in or pertaining to the vehicle areas, including but not limited to public liability insurance, property damage insurance, automobile insurance, terrorism insurance, flood insurance, umbrella liability coverage, sign insurance, and fire and extended coverage insurance;
3. Watchman service and other security;
4. Personal property taxes on equipment and systems in, pertaining to, or used in maintaining and operating the vehicle areas and other outdoor areas;
5. Maintenance, repair, replacement, and cleaning of: paving, utility conduits, pumping stations and force mains (on and/or off site) utilized for sanitary sewer and water service in the Center, vehicle area lighting facilities, drainage facilities and/or storm water management facilities and other utility conduits and facilities in the vehicle areas or in unpaved areas of the Center or public streets or private easements, roofs and buildings of the Center, Center signs and wiring, retaining walls, curbs, gutters, fences, sidewalks, canopies, steps, escalators, elevators and ramps on, to, or from the vehicle areas and other outdoor areas of the Center or public streets.
6. Utility charges and other costs of lighting of the vehicle areas and Center signs and operating pumping stations, force mains and other like facilities;
7. Vehicle area line painting and removal of snow and ice;
8. Collection and removal of trash from the trash dumpsters, trash receptacles, vehicle areas and other outdoor areas of the Center;
9. Depreciation of all machinery and equipment used in maintaining and operating the vehicle areas (including cleaning and snow removal equipment), and of Center signs, traffic signals, sewer pumping stations and force mains (on and/or off site), which depreciation shall be calculated on a straight line basis and on lives based upon the Internal Revenue Service guidelines from time to time extant;
10. Power and fuel for operating vehicles and equipment used for cleaning, maintenance and snow removal;
11. Special services for the Center, if any, such as pest control, sprinkler monitoring systems, alarm and life safety systems, video surveillance systems, music program services and loud speaker systems and holiday decorations, whether now or later installed;
12. Surcharges levied upon or assessed against parking spaces or other common facilities by governmental or quasi-governmental authorities, payments toward mass transit or car pooling facilities or otherwise as required by governmental or quasi-governmental authorities;
13. Compliance with federal, state and local governmental ambient air and environmental standards; and charges payable or costs allocable to the Center under any reciprocal easement agreements or declarations of covenants
14. All repairs, replacements and maintenance in and to the Buildings and common facilities, including but not limited to the following: heating, ventilation and air conditioning systems; paving; painting; sprinkler system; irrigation system; restroom facilities (and utility conduits and plumbing fixtures pertaining thereto); lighting facilities; under-canopy lighting; energy saving installations of any nature; drainage facilities; other

utility conduits and facilities in the vehicle areas, and in unpaved areas of the Property or public streets, storm water management area maintenance, pumping stations and force mains (on- and/or off-site) utilized for sanitary sewer and water service for the Center; Center signs and wiring; roofs; retaining walls, curbs, gutters, fences, sidewalks, steps, escalators, elevators and ramps (if any) in the common facilities or other outdoor areas or public streets; and the cost of capital improvements made by Landlord to manage, operate or maintain the Center, together with any financing charges incurred in connection therewith, provided that such capital improvement costs shall be amortized over the useful life of the improvements in accordance with generally accepted accounting principles;

15. Legal, management, and accounting fees;

16. Salaries of personnel directly engaged in operating, cleaning and maintaining the vehicle areas (including security personnel and parking attendants), and all related payroll charges and taxes; and

17. All general and operating assessments due and payable to the Condominium Association under the Condominium Documents with respect to Unit 1.

18. A charge for overhead equal to fifteen percent (15%) of all of the foregoing costs and expenses.



**Exhibit 4**  
**Rules and Regulations**

Tenant shall, at all times during the term of the Lease:

1. Use, maintain and occupy the Premises in a careful, safe, proper and lawful manner, keep the Premises and its appurtenances, including adjoining areas and sidewalks, in a clean and safe condition;
2. Keep the sidewalks and areas contiguous to the Premises free of ice, snow and litter;
3. Keep all glass in the doors and windows of the Premises clean;
4. Not, without the prior written consent of Landlord, place, maintain or sell any merchandise in any vestibule or entry to the Premises, on the sidewalks adjacent to the Premises, or elsewhere on the outside of the Premises;
5. Keep the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests, and if by reason of any infestation of the Premises by insects, rodents, vermin or other pests, any other store in the Center becomes infested by any such condition, Tenant shall be responsible for exterminating any such condition from other infested stores;

If Tenant is permitted by the Permitted Use (as set forth in Section 6.01, (a), hereof) to sell, cook or store food and/or beverages at the Premises, Tenant shall be responsible for any installation, repairs, preventative maintenance and replacement of a grease trap and hood vent system or systems in the Premises, and shall contract for full service of repairs, maintenance and grease removal and cleaning with competent appropriate contractors. Any hood systems shall be cleaned at least quarterly by such contractors, and Tenant will supply Landlord with evidence of such quarterly service visits

If Tenant is permitted by the Permitted Use to sell, cook or store food or beverages at the Premises, then at Tenant's sole cost and expense Tenant shall maintain an insect, rodent and vermin extermination contract with a competent extermination company. Even if Tenant does not sell, cook or store food at the Premises, Landlord may require that Tenant obtain and maintain a pest control contract at Tenant's sole cost and expense. Tenant shall provide Landlord with copies of all required service contracts for Landlord's approval prior to the execution thereof.

6. Not permit undue accumulations of garbage, trash, rubbish and other refuse in the Premises, keep refuse in closed containers within the interior of the Premises until removed, and arrange for regular removal of refuse at its expense;
7. Not use, permit or suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises;
8. Not load or unload fixtures or merchandise from any Premises entrance except the rear delivery entrance;
9. Not deliver or suffer or permit delivery of merchandise to, or collection of refuse from, the Premises except at times prescribed by Landlord for the proper operation of the Center;
10. Light the show windows and exterior signs of the Premises to the extent that Landlord may from time to time require;
11. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises;
12. Not cause or permit objectionable odors to emanate or be dispelled from the Premises;
13. Not overload the floors or electrical wiring and not install any additional electrical wiring or plumbing without Landlord's prior written consent and not use the plumbing or electrical systems for any use not originally intended;
14. Not use show windows in the Premises for any purpose other than display of merchandise for sale in a neat and attractive manner;

15. Not conduct, permit or suffer any public or private auction sale to be conducted on or from the Premises. Tenant shall not use the public or Common Areas for business purposes;
16. Not solicit business in the Common Areas of the Project or distribute hand bills or other advertising materials in the common areas, and if this provision is violated the Tenant shall pay Landlord the cost of collecting same from the common areas for trash disposal;
17. Smoking by Tenant and/or its employees or agents is prohibited within 25 feet of the storefront of the Premises. In addition, smoking is prohibited in all common or shared hallways, pursuant to county and state laws. Tenant shall enforce this non-smoking policy with its employees and invitees. After the first violation of this rule by Tenant and notice thereof from Landlord, Tenant will be assessed One Hundred Fifty Dollars (\$150.00) per violation by Landlord, collectible as Rent if not promptly paid.

**Exhibit 5**  
**Sign Criteria**

**I. General**

The purpose of Landlord's sign criteria is to inform the Tenant of the framework within which the Landlord will review and approve all signs to be erected in the Center by the Tenant. Tenant will not be permitted any deviation from or modification of the criteria set forth herein. When "general" requirements are mentioned, the Landlord reserves the sole right to interpret them. Nothing hereinafter stated shall be construed as limiting the Landlord's right to require modifications to signs prior to its approving them or to modify these criteria at its sole discretion.

**II. Signs**

Each Tenant is permitted one lighted sign mounted on the facade of the building.

All signs are to be an "attached bar letter signage system" where individually lighted letters or logos are applied to an electrical raceway (bar). The raceway is to be mounted on the building and connected to an electrical connection provided by the landlord.

The maximum length of the "bar letter" assembly shall be 15 feet per building "bay". Letters shall be no higher than 20" and logos no higher than 28".

Any typeface or color is permitted, subject to approval.

The mounting height for all facade signs is to be uniform as shown below:

There are to be no lighted signs in windows.

All sign designs must be submitted and approved in writing by the Landlord prior to fabrication.

Drawings to be Submitted: three complete sets of sign drawings must be submitted to the Landlord for approval. Tenant's sign drawings must include the following:

- (a) Elevation view of storefront showing sign (drawn to accurate scale) with dimension of height of sign panel, height of letters and length of sign;
- (b) Color sample of sign panel;
- (c) Color sample of sign letters (unless they are to be white);
- (d) Cross section view through sign letter and sign panel showing location of sign relative to the storefront line and showing the dimensioned projection of the face of the letter from the face of the sign panel.

Exhibit 6  
Furnishings, Fixtures, and Equipment

NORTH LAUREL MULTISERVICE CENTER

Furniture, Fixtures and Equipment

Description of Equipment	Equipment ID Number/ Assignment to County
<b>CONFERENCE ROOM</b>	
Conference Table	2046NL, Assigned to Howard County, Maryland
	Removed by CAC as agreed with County
<b>LOBBY/RECEPTION AREA</b>	
	Removed by CAC as agreed with County
	Removed by CAC as agreed with County
Big Screen 1090 P Westinghouse TV (Donation)	
1 - Dell Optiplex 760 Computer & Monitor (Ho. Co. Gov)	Service Tag # 6CGG811 County's
HP Color LaserJet Printer CP2025 (Weatherization)	2025NL, Removed by CAC as agreed with County
1 Black Office Chair	2016NL, Removed by CAC as agreed with County
	2017NL, Removed by CAC as agreed with County
	2025 NL, Assigned to Howard County, Maryland
	2026NL, Removed by CAC as agreed with County
<b>CHILDRENS ROOM</b>	
	Removed by CAC as agreed with County
	Removed by CAC as agreed with County
<b>GRASSROOTS OFFICE</b>	
	2018NL, Removed by CAC as agreed with County
1 Black Office chair	2019NL, Assigned to Howard County, Maryland
3 Visitors Arm Chairs	Assigned to Howard County, Maryland
1 - Dell Optiplex 755 Computer & Monitor (Ho. Co. Gov)	Service Tag # 43Q1701 County's
<b>FRUN OFFICE</b>	
	2020NL, Removed by CAC as agreed with County
	2021NL, Removed by CAC as agreed with County
2 Visitors Arm Chairs Charcoal	Assigned to Howard County, Maryland
1 - Dell Optiplex 755 Computer & Monitor (Ho. Co. Gov)	Service Tag # 6C535G1 County's
1 Wooden Storage Shelf - Brown (2- Shelf)	Assigned to Howard County, Maryland
<b>DSS OFFICE</b>	
	2022NL, Removed by CAC as agreed with County
1 Black Office Chair	2023NL, Assigned to Howard County, Maryland
2 Visitors Arm Chairs	Assigned to Howard County, Maryland
4 Drawer Gray File Cabinet	Assigned to Howard County, Maryland
1 - Dell Optiplex 755 Computer & Monitor (Ho. Co. Gov)	Service Tag # 84Q17G1 County's
<b>LEGAL AID OFFICE</b>	
	2012NL, Removed by CAC as agreed with County
1 Black Office Chair	2013NL, Assigned to Howard County, Maryland
2 Visitors Gray Arm Chairs	Assigned to Howard County, Maryland
1 Internal 3 drawers file cabinet	2015NL, Assigned to Howard County, Maryland
1 Cabinet 2 Drawer Mahogany	2014NL, Assigned to Howard County, Maryland
<b>CUBICLE #3</b>	
1 Dell 780 Computer & Monitor ( United Way)	2024NL, Assigned to Howard County, Maryland
1 Black Office Chair	2027A Assigned to Howard County, Maryland
<b>CUBICLE #2 - CAC WEATHERIZATION</b>	
	Remain at Center for CAC use
	2028B Remain at Center for CAC use
	Service Tag# C6111F1 County's
<b>CUBICLE #1 - CAC WEATHERIZATION</b>	
	Service Tag # J9CGM1 County's
<b>NL COORDINATOR OFFICE</b>	
	2037 Removed by CAC as agreed with County
1 Office Chair - Black Leather	2035 Assigned to Howard County, Maryland
3 Multi-color Visitors Arm Chairs	Assigned to Howard County, Maryland
1 - Dell Optiplex 755 Computer & Monitor (Ho. Co. Gov)	Service Tag# JDCGM1
1 Side Table	Assigned to Howard County, Maryland
1 Storage Cabinet - 2 Shelf Mahogany	2041NL, Assigned to Howard County, Maryland
1 Hatch - Mahogany	Assigned to Howard County, Maryland
1 Desktop Copier Sharp AL2040	2034 Assigned to Howard County, Maryland
1 Desktop Scanner HP G4010	Assigned to Howard County, Maryland
<b>CAC CASE WORKER OFFICE</b>	
	Remain at Center for CAC use
	2033 Remain at Center for CAC use
	2032 Remain at Center for CAC use
	Service Tag# 591HJ1
	Remain at Center for CAC use
	Remain at Center for CAC use
	Remain at Center for CAC use
<b>FAMILY &amp; CHILDREN SERVICES OFFICE</b>	
	2010 Removed by CAC as agreed with County
1 Office Chair	2029 Assigned to Howard County, Maryland
1 - Dell Optiplex 755 Computer & Monitor (Ho. Co. Gov)	Service Tag# QY0N7G1
1 File Cabinet - 4 Drawer - Black	2028 Assigned to Howard County, Maryland
1 Mesh Office Chair Black	Assigned to Howard County, Maryland
2 Gray Visitors Chairs	Assigned to Howard County, Maryland
<b>KITCHEN AREA</b>	
	2026NL/2027NL, CAC remove as agreed w/ County
1 White Refrigerator - Amana	Assigned to Howard County, Maryland
1 Microwave - Sunbeam	Assigned to Howard County, Maryland
36	
<b>OTHER</b>	
1 Deer Park Water Cooler	Assigned to Howard County, Maryland
Electric Sign	Assigned to Howard County, Maryland
Air Conditioning Unit	Assigned to Howard County, Maryland
	CAC remove as agreed with County



" PREMISES "

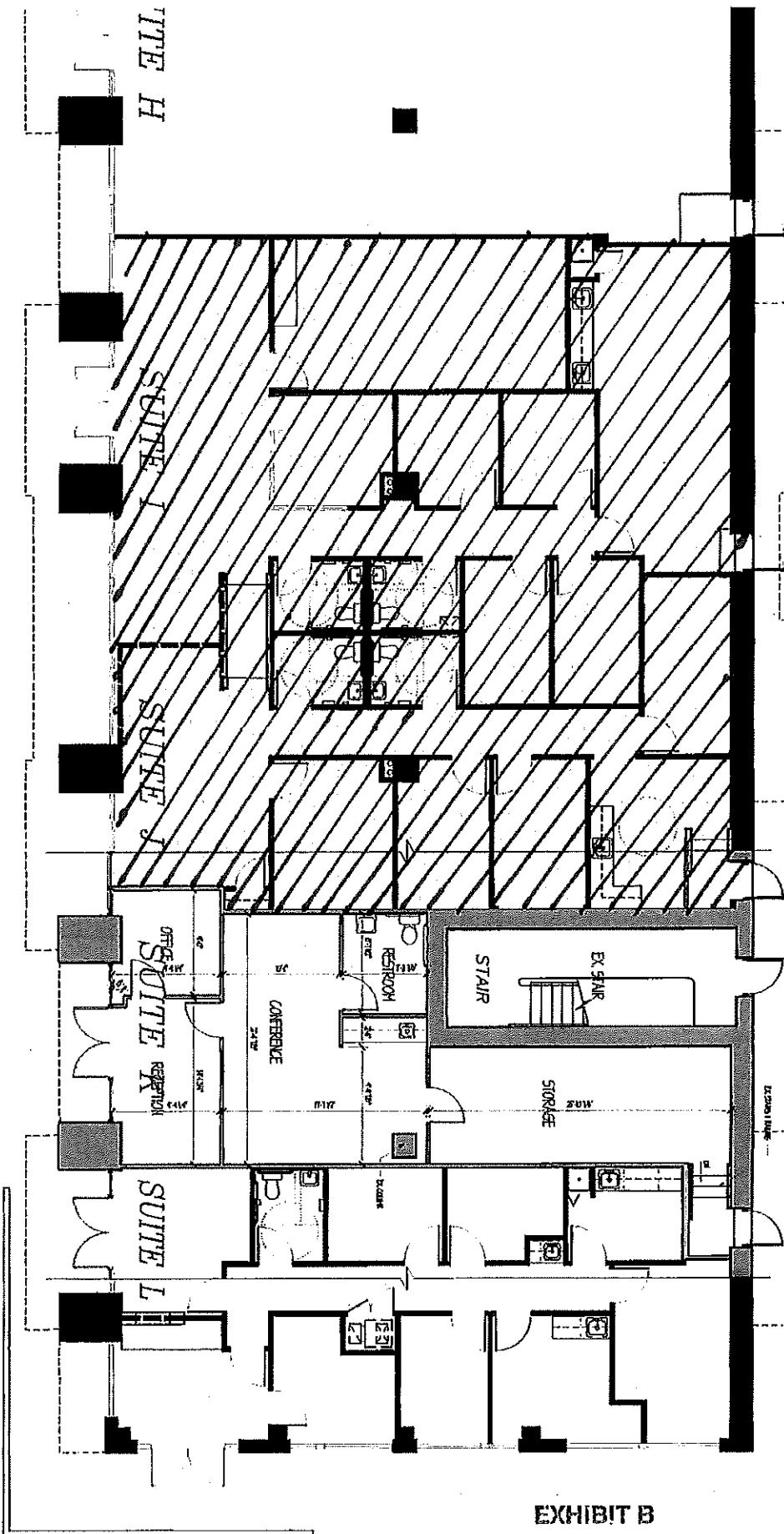
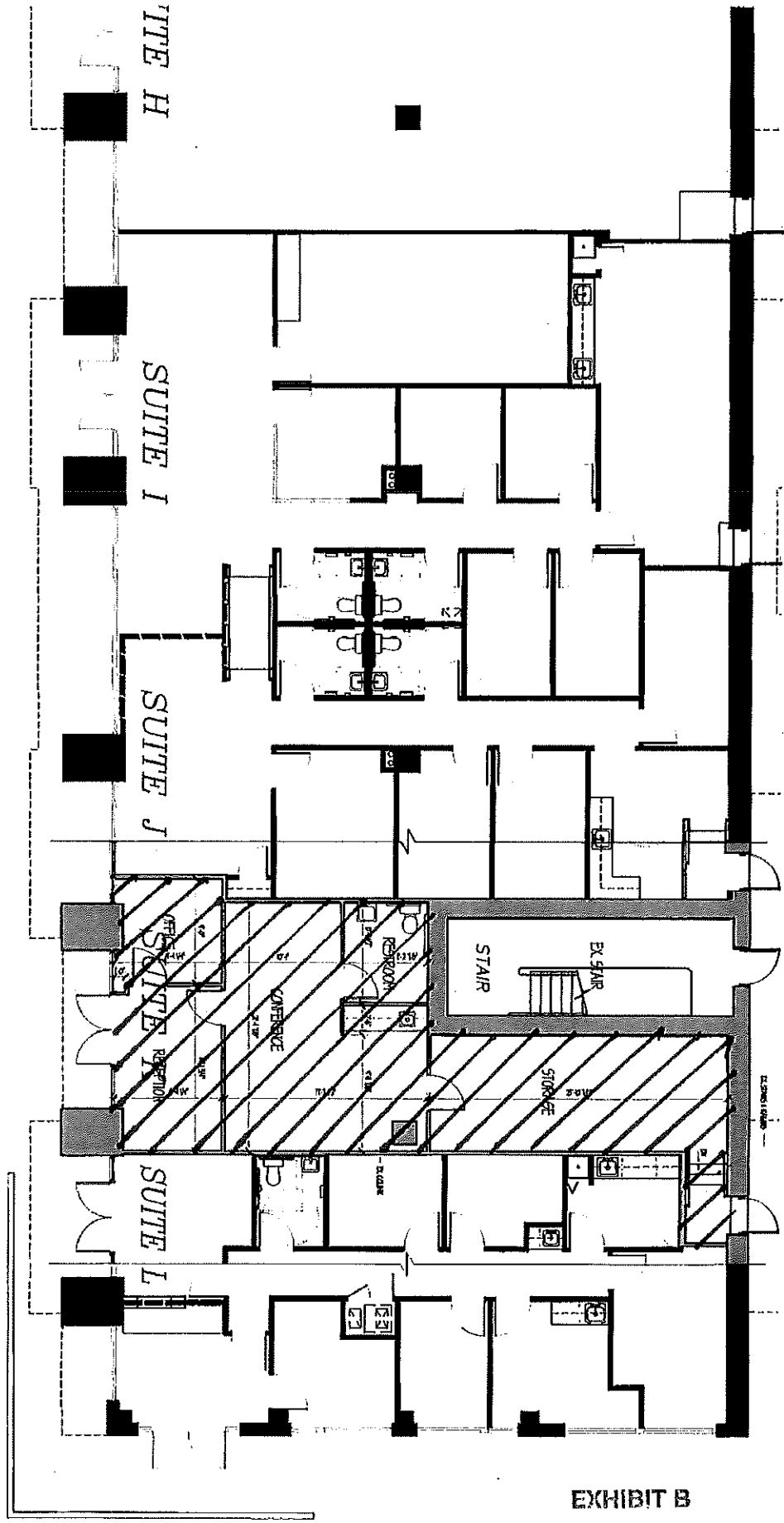


EXHIBIT B

Product: PARTIAL BASE PLAN  
 FIRST FLOOR SUITE L-K  
 9900 WASHINGTON BLVD  
 LAUREL, MARYLAND 20723

DATE: 08/1  
 DATE SHOWN: 08/1  
 VBA-AI-CM  
 BY: SMOOTHERS

**ARIUMæ**  
 SCOTT W. HOLLAND  
 ARCHITECT  
 9900 WASHINGTON BLVD  
 LAUREL, MARYLAND 20723  
 (301) 251-1000



" ADDITIONAL PREMISES "

PARTIAL BASE PLAN  
 FIRST FLOOR SUITE L-K  
 9900 WASHINGTON BLVD  
 LAUREL, MARYLAND 20723

**ARIUMae**  
 ARCHITECTURAL  
 CONSULTING & DESIGN  
 1000 WASHINGTON BLVD  
 LAUREL, MARYLAND 20723

DWG: CB-1  
 DATE: 5/17/03  
 FILE: W99-01-CB-1  
 PLOT: 5/17/03 10:00 AM  
 PLOTTED BY: R. SWANSON

EXHIBIT B



"LICENSED AREA"

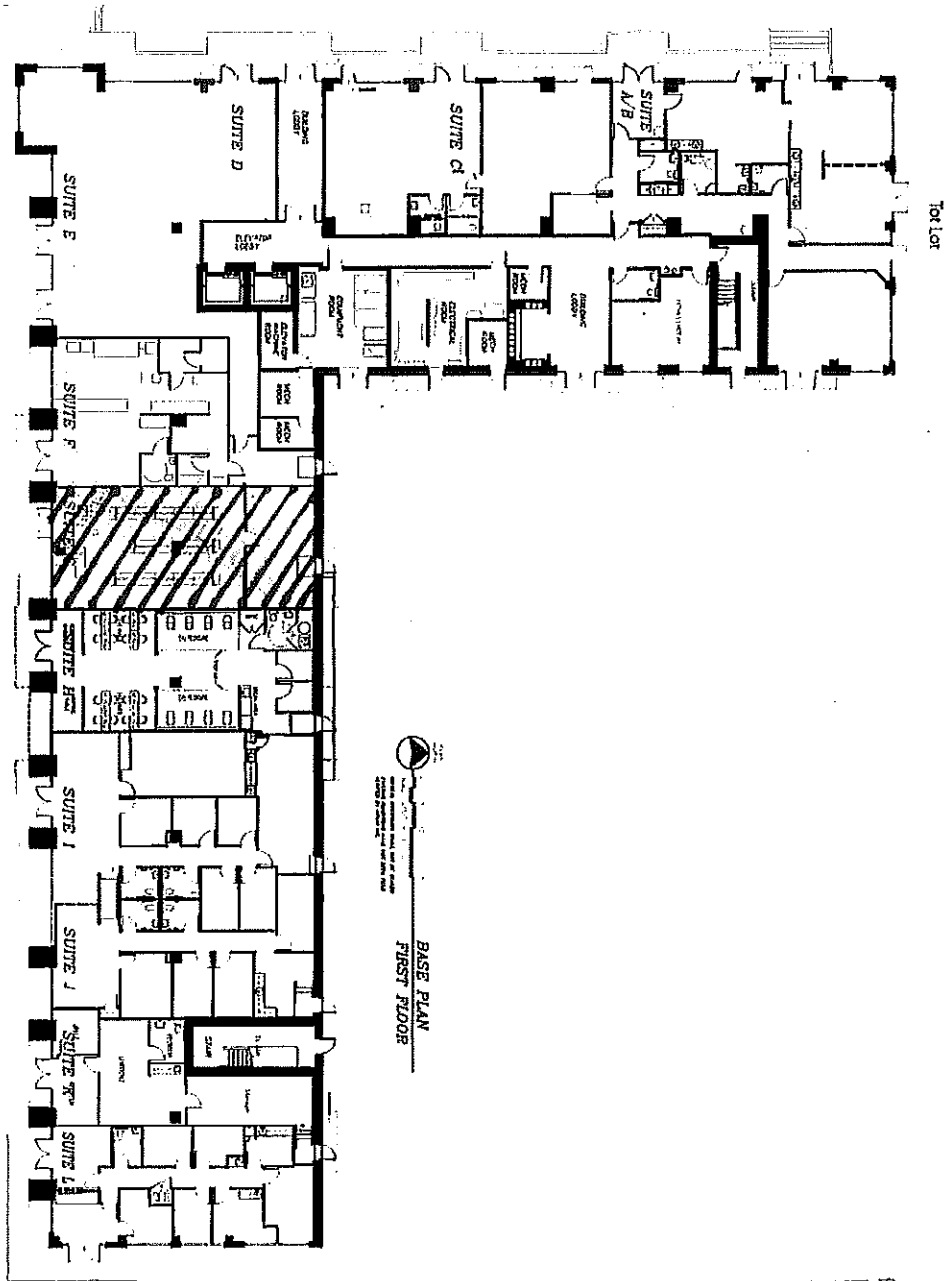


EXHIBIT B

