

LEASE AGREEMENT

Between **1907 LINCOLN, LLC** and

ANNE ARUNDEL COUNTY, MARYLAND

Dated SEPT. 7TH, 2016

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LEASE AGREEMENT

This agreement of lease ("Lease") made and entered into as of the 7TH day of SEPT., 2016, by and between **1907 LINCOLN, LLC**, a Maryland Limited Liability Company, hereinafter referred to as "**Landlord**" and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter referred to as "**Tenant.**"

WHEREAS, Landlord owns a parcel of property in Anne Arundel County, Maryland; and

WHEREAS, Tenant has requested that Landlord lease this property which is of sufficient size for the use by Anne Arundel County Department of Health; and

WHEREAS, Tenant and Landlord agree that this Lease will replace and supersede all prior agreements, leases and covenants, whether oral or in writing; and

WHEREAS, Landlord agrees to such Lease upon the following terms and conditions:

NOW, THEREFORE WITNESSETH: Subject to recorded restrictions, reversionary interest, easements and other provisions of record, that for and in consideration of the rents and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. PREMISES, DEFINITIONS AND TERM

1.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all of those certain premises situated and lying in Anne Arundel County, Maryland known and designated as **122 North Langley Road, Glen Burnie, Maryland** together with easements appurtenant thereto.

1.2 Area Definitions and Use.

(a) The premises ("**Premises**") is 122 North Langley Road, Glen Burnie, Maryland together with the Building, Grounds (both as defined below) and easements and appurtenant thereto.

(b) The building ("**Building**") is the entire 20,993 square foot (more or less), one and two floor structure on the Premises.

(c) The grounds ("**Grounds**") is that area of land surrounding (but not under) the Building and owned by Landlord together with the Building as a single legal parcel.

(d) The Premises do not include, and Tenant is given no right to use, alter, control, or occupy, without Landlord's prior written consent the exterior surfaces or the roof of the Building.

1.3 Term. The term of this Lease ("**Term**," or "**Lease Term**") will be for **ten (10)** years and will commence on **July 1, 2016** ("**Lease Commencement Date**"), and will terminate on **June 30, 2026**. The term "**Lease Year**" will mean the twelve (12) month period beginning on the first day of the first calendar month following the Lease Commencement Date, unless the Lease Commencement Date is the first day of a calendar month, in which case, beginning on the Lease Commencement Date; and each subsequent twelve (12) month period thereafter during the Lease Term.

2. RENT

2.1 Base Rent. Tenant agrees to pay Landlord base rent ("**Base Rent**") over the Term of this Lease payable in the following manner:

(a) Commencing upon the Lease Commencement Date and continuing for the first Lease Year, Base Rent will be the sum of Three Hundred Twenty-Nine Thousand One Hundred Seventy Dollars and Twenty-Four Cents (\$329,170.24), or Fifteen Dollars and Sixty-Eight Cents per square

foot (\$15.68), payable in twelve (12) equal monthly installments in the amount of Twenty-Seven Thousand Four Hundred Thirty Dollars and Eighty-Five Cents (\$27,430.85).

(b) For each Lease Year thereafter during the Initial Term, commencing with the second Lease Year, Base Rent will increase by two percent (2.0%) over Base Rent for the immediately preceding Lease Year.

2.2 Additional Rent. In addition to the Base Rent, Tenant shall pay as “**Additional Rent:**”

(a) Annual charges (including, for example, but by limitation, building and property insurance (see **Section 12**), and Anne Arundel County Real Estate property taxes (as defined in **Section 4**)), which are paid to Landlord by Tenant.

(b) Any other item in this Lease designated as Additional Rent.

(c) Except as may otherwise be provided in this Lease, Additional Rent will be payable on an as needed basis within thirty (30) calendar days of presentation. Landlord shall have the same remedies for failure to pay Additional Rent as for nonpayment of Base Rent. It is the agreement of the parties that this Lease will be a ‘triple net lease’, such that Tenant shall reimburse Landlord its share of all costs and expenses incurred by Landlord in operating and maintaining the Building and Grounds.

2.3 Rent Definition. The term “**Rent**” will mean Base Rent plus any Additional Rent due under the terms of this Lease.

2.4 Rent Payments. Except as may otherwise be provided in this Lease, Rent payments are due without notice or demand and without setoff or deduction, unless otherwise allowed by Maryland law. All payments due under this Lease will be delivered to Landlord at the primary address specified in **Section 26.7**.

2.5 Apportioned Rent. Rent for partial months at the beginning and end of the Lease Term will be apportioned based on the number of days in such partial months, based upon a three hundred sixty-five (365) day year.

2.6 Late Rent. Rent payments are due on the first day of the month and will be considered late if received by Landlord after the fifteenth (15th) day of the month. In the event that Tenant fails to make any Base Rent payment within thirty (30) calendar days after payment is due, Tenant will be in default of this Lease. Notwithstanding the foregoing, to assist Tenant at the start of its fiscal year, Tenant will be allowed an additional fifteen (15) calendar days to make the Base Rent payment for the month of July only.

3. RENT COMMENCEMENT AND SECURITY DEPOSIT

3.1 Rent. Tenant's Rent will begin upon the Lease Commencement Date.

3.2 Security Deposit. Tenant will not be required to make a security deposit.

4. TAXES

4.1 Definition of Taxes. As Additional Rent, Tenant shall pay all real property tax levies, front foot benefit and capital facility assessments, real estate taxes, personal property taxes, transaction, privilege, excise or sales taxes, special improvement and other assessments (ordinary and extraordinary), and all other taxes, duties, charges, fees and payments imposed by any governmental or public authority which is imposed, assessed or levied upon, or arising in connection with the ownership, use, occupancy or possession of the Premises or any part thereof during the Lease Term (all of which are collectively herein called "**Taxes**").

4.2 Manner of Payment. The parties agree that Tenant shall pay the cost of such Taxes upon thirty (30) calendar days notice.

4.3 Exclusions. Taxes will not include any federal or state inheritance, general income, gift or estate taxes, or taxes or fees associated with any sale or refinance of the Building and Grounds, except that if a change occurs in the method of taxation resulting in whole or in part in the substitution of any such taxes, or any other assessment, for any Taxes as above defined, such substituted taxes or assessments will be included in the Taxes.

4.4 Tax Protest. Tenant may contest any Taxes by appropriate proceedings conducted at Tenant's expense in Tenant's name or, if required by law, in Landlord's name. Landlord will cooperate with Tenant and execute any documents or pleadings reasonably required for such purpose, but Landlord will not be obligated to incur any expense or liability in connection with such contest. Tenant may defer payment of the contested Taxes pending the outcome of such contest, if such deferment does not subject Landlord's interest in the Premises to forfeiture. Tenant shall deposit with Landlord, if Landlord so requests, an amount of money equal to the payment so deferred plus estimated penalties and interest. Upon notice to Tenant, Landlord may pay such contested Taxes from such deposit if necessary to protect Landlord's interest in the Premises from immediate sale or loss. When all contested Taxes have been paid or cancelled, all monies so deposited to secure the same and not applied to the payment thereof will be repaid to Tenant without interest. In lieu of any such deposit, Tenant may furnish a bond in an amount and with a surety reasonably satisfactory to Landlord. All refunds of Taxes will be the property of Tenant to the extent they are refunds of or an account of payments made by Tenant.

5. SERVICES AND UTILITIES

5.1 Contractual Arrangements. Tenant shall make arrangements for delivery to the Premises of any gas, electrical power, telephone and other utility services and any cleaning, grounds care, interior trash and maintenance services as Tenant deems necessary or desirable for

its operations during the Lease Term. Landlord represents that the foregoing utilities are installed and available at the Premises without any substantial installation costs to Tenant.

5.2 Payment of Service And Utility Charges. Tenant shall promptly pay all charges for utility and other services contracted by Tenant to be delivered to or used upon the Premises during the Lease Term and will be responsible for providing such security deposits, bonds or assurances as may be necessary to procure such services.

5.3 Transition. Landlord and Tenant will each reasonably assist the other in transition of payments for, and control of, services and utilities at the commencement and termination of this Lease.

5.4 Interruption of Service. Landlord will not be liable to Tenant for any interruption or failure of utility services caused by any unavoidable delay, by the making of any necessary repairs and improvements, or for any cause beyond Landlord's reasonable control.

6. MAINTENANCE AND REPAIR

6.1 Present Condition. Landlord represents that as of the Lease Commencement Date the plumbing, fire sprinkler system, and electrical lines and equipment, and the HVAC system serving the Premises, will be in good mechanical and operating condition and that the roof and structural elements of the Building will be in sound condition. Landlord has no knowledge of any conditions which have existed or presently exist which could materially adversely affect Tenant's business or contemplated use of the Premises.

6.2 Tenant's Maintenance and Repair Obligations. During the Lease Term Tenant shall promptly make or cause to be made all non-structural and routine mechanical repairs needed to maintain the Premises in its present condition, subject to reasonable wear and tear. Tenant shall have responsibility for any routine repairs necessary for the continued operation of the electrical,

plumbing, and other utility systems on the Premises. “**Routine Repairs**” will mean maintenance and repairs of those parts of the utility systems (and not to the entire system) which can be made without breaching any walls, flooring, paving, sidewalks, or any other structural components of the Premises. As part of “**Routine Repairs**” Tenant shall provide, at its cost, for at least semi-annual servicing of the HVAC systems, either through a commercial company or by Anne Arundel County personnel experienced in such tasks. Such servicing will include the replacement of filters and tests required to determine the proper operation of the equipment. Should Tenant fail to perform this HVAC service, Tenant will become responsible for any repairs to the HVAC system. Tenant is responsible for the replacement of light bulbs, broken or badly scratched glass in windows and doors and the repair or replacement of doors and door frames in the Premises. Tenant shall not be responsible for any repairs to and/or replacements on the Premises resulting from the gross negligence or willful misconduct by Landlord or any person or entity acting at the instance of Landlord.

6.3 Maintenance by Landlord. If Tenant refuses or neglects or fails to promptly make repairs as required hereunder to the satisfaction of Landlord, after written notice, Landlord may make such repairs without obligation to do so and without liability to Tenant for any loss or damage that may accrue to Tenant’s merchandise, fixtures or other property or to Tenant’s business, including interruption of Tenant’s use of Premises, by reason thereof. Upon completion thereof, Tenant shall pay Landlord’s costs for making such repairs, plus ten percent (10%) for overhead, upon presentation of a bill thereof, as Additional Rent.

6.4 Landlord’s Maintenance and Repair Obligations. Landlord, at its expense, shall make, or cause to be made: (a) necessary structural repairs or replacements to the exterior walls, structural columns, structural floor, structural foundation, and roof which collectively enclose the

Premises (excluding all doors, door frames, door fronts, windows and glass); (b) repairs or replacements to the sidewalks, driveways, and fences, and repaving of asphalt surfaces; and (c) repairs or replacement of the HVAC system (subject to the qualification in **Section 6.2**). Landlord shall be obligated to make the said repairs only when Tenant gives Landlord sufficient notice of the necessity for such repairs and further provided that the necessity for such repairs will not have arisen from or will be caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

7. USE AND COMPLIANCE WITH LAWS

7.1 Permitted Uses. The Premises will be used by Tenant only as professional offices and a health clinic for the Anne Arundel County Health Department (“**Intended Use**”) and for no other purposes without the prior written approval of Landlord which approval will not be unreasonably withheld. If the Premises ceases to be used by Tenant for Intended Use for at least sixty (60) continuous days, this lease may be terminated by Landlord.

7.2 Rules and Regulations. Landlord has developed rules and regulations (“**Rules and Regulations**”) relating to the Premises, a copy of which is attached hereto as **Exhibit A**. Tenant agrees to abide by the Rules and Regulations as part of its obligations under this Lease. Said Rules and Regulations are in addition to and will not be construed to modify or amend this Lease in any way. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the provisions of this Lease will control. Landlord shall have the right to make changes or additions to the Rules and Regulations. If Landlord makes such modifications to the Rules and Regulations, it will provide thirty (30) calendar days written notice to Tenant before such modifications take effect and such modifications will be subject to Tenants consent, which will not be unreasonably withheld. Failure by Landlord to enforce any current or subsequent Rules or

Regulations against Tenant shall not constitute a waiver thereof. Tenant shall abide by the Rules and Regulations as part of its obligations under this Lease.

7.3 Compliance with Laws.

(a) Tenant agrees that it has satisfied itself that its operations on the Premises complies with all necessary governmental rules, laws, and approvals.

(b) Tenant shall obtain all Federal, State, County and other licenses and governmental authorizations required for its Intended Use of the Premises. Tenant shall provide Landlord with copies of any such permits and governmental authorizations.

8. ALTERATIONS

8.1 Alterations. Tenant may, with Landlord's prior written consent or approval, make structural or non-structural alterations, improvements and additions ("**Alterations**") to the Premises (including, by way of example, but not limitation, the installation of drywall partitioning and interior doorways but specifically excluding any Alterations that results in any piercing or weakening of the roof or compromises the structural integrity of the Building), which consent Landlord may withhold in its sole discretion. All Alterations made by Tenant will be made at Tenant's sole cost and expense (except when the funding of such Alterations is negotiated with Landlord), including all costs and expenses incurred in obtaining any required governmental consents, permits or approvals. Landlord shall cooperate with Tenant's efforts to obtain any governmental permits or approvals or consents therefore. All Alterations are to be constructed in a good and workmanlike manner by duly qualified or licensed persons with materials substantially similar or better than existing materials and comply with all applicable governmental laws, ordinances and regulations, including the Americans with Disabilities Act and regulations promulgated thereunder. Tenant will have no obligation to remove any Alterations at the

expiration or earlier termination of this Lease, unless at the time Landlord consents to such Alterations by Tenant, Landlord advises Tenant in writing of Landlord's requirement that such Alteration being consented to by Landlord be so removed by Tenant.

8.2 Tenant's Liens. Tenant shall not (i) by any failure to act or by any act, other than the mere hiring of a material or service provider, allow any materialman's or mechanic's liens to be attached to the Leased Premises; or (ii) by any act or failure to act allow any other liens, deeds of trust, mortgages, or other encumbrances, to be placed on the whole or any portion of the Premises during the Lease Term. Tenant will have the right to acquire or maintain any such liens on Tenant's Property (herein after defined) as it may deem necessary to conduct its business.

9. BUILDING EXTERIOR AND GROUNDS

9.1 Signage. With the consent of Landlord, Tenant will have the right to design and install signs on the Premises. Any sign or advertising matter not approved or consented to by Landlord in writing may be removed or caused to be removed by Landlord at Tenant's expense. Installation and removal of signs will be made in a manner to avoid injury, defacement, or overloading of the Premises and other improvements. Tenant shall ensure that all signs comply with applicable government laws, ordinances, and regulations. Tenant shall remove all signs at the expiration or termination of this Lease and restore the Premises to its condition before such signs were installed.

9.2 Parking. Parking will be made available at no cost to Tenant in common, non-assigned, parking spaces, which will be used on a daily basis only, and not for the parking or storage of any vehicle or trailer overnight. Landlord does not assure the availability of a minimum number of parking spaces at any time.

9.3 Dumpster. Tenant agrees to provide, at its sole expense, a trash dumpster. Tenant agrees not to use the dumpster to discard Hazardous Material, or any other material not permitted in Tenant's contract with the company supplying the dumpster.

9.4 Snow Removal, Landscaping, and Grounds Keeping. These three items will be provided by Tenant at its own expense.

10. TENANT'S PROPERTY For the purpose of this Lease, the term "Tenant's Property" will mean all furniture, appliances (including kitchen appliances, refrigerators and ovens), movable partitions, electronic equipment, inventory, and other articles of movable personal property owned or leased by Tenant used in the conduct of Tenant's trade or business and located in or on the Premises (as distinguished from Leasehold Improvements which remain with and become part of the Premises). All Tenant's Property will be and remain the property owned or leased by Tenant and located in or on the Premises. All Tenant's Property will be and remain the property of Tenant throughout the Lease Term and may be removed by Tenant at any time during the Lease Term. Upon the expiration of this Lease Tenant shall remove all Tenant's Property from the Premises. Tenant, at its sole cost and expense, shall repair any damage to the Premises caused by such removal. Should Tenant fail to remove said items, Landlord at its option may either (i) cause that property to be removed at the risk and expense of Tenant (both as to loss and damage), and Tenant hereby agrees to pay all reasonable costs and expenses incurred thereby, including sums paid to store the property elsewhere and the cost of any repairs to the Premises caused by the removal of the property, (ii) upon fifteen (15) calendar days' written notice to Tenant, which the parties agree is commercially reasonable, sell at public or private sale any or all of such property, whether exempt or not from sale under execution or attachment (such property being deemed charged with a lien in favor of Landlord for all sums due hereunder),

with the proceeds to be applied as set forth in **Section 19** (Default), or (iii) at Landlord's option, title will pass to Landlord.

11. QUIET ENJOYMENT Landlord covenants that Tenant may, at all times during the Lease Term, peaceably and quietly have, hold, occupy and enjoy the Premises consistent with the terms of this Lease.

12. INSURANCE

12.1 Building And Liability Insurance. Throughout the Lease Term, Landlord shall keep in effect (a) liability insurance and (b) insurance on the Building and improvements included in the Premises for the "full replacement value" thereof against loss or damage by perils customarily included under standard "all-risk" policies. The parties agree that the cost of such insurance will be Additional Rent.

12.2 Increase In Risk.

(a) Tenant shall not do or permit to be done any act or thing or permit any omission as a result of which either (1) any policy of insurance of any kind covering (i) any or all of the Premises or Building or (ii) any liability of Landlord in connection therewith, may become void or suspended, or (2) the insurance risk under any such policy would (in the opinion of the insurer thereunder), be made greater; and

(b) Tenant shall pay as Additional Rent, any increase in any premium for such insurance resulting from any breach of such covenant.

12.3 Insurance To Be Maintained By Tenant.

(a) Tenant is a self-insured body corporate and politic of the State of Maryland. In the event it ceases to be self-insured, Tenant shall maintain at its expense, throughout the Lease Term, insurance against loss or liability in connection with bodily injury and property damage,

occurring within the Premises or the Building or the Grounds or arising out of the use thereof by Tenant or its agents, employees, officers, subtenants, contractors, invitees, visitors and guests (collectively, the "**Tenant Indemnitees**"), under one or more policies of general liability insurance with combined limits not less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) policy aggregate and property damage coverage for no less than one million dollars (\$1,000,000.00) policy aggregate. Each such policy will (1) name as the insureds thereunder, as their interests may appear, Landlord and Tenant (and, at Landlord's request, any mortgagee), (2) by its terms, be considered primary and non-contributory with respect to any other insurance carried by Landlord or its successors and assigns, (3) by its terms be cancelable or materially altered only on at least thirty (30) calendar days' prior written notice to Landlord (and, at Landlord's request, any such mortgagee), and (4) be issued by an insurer of recognized responsibility licensed to issue such policy in Maryland, and rated at least A by Best's Key Rating Guide for Property Liability.

(b) (i) At least five (5) calendar days before the Commencement Date, Tenant shall deliver to Landlord an original or a signed duplicate copy of each such policy (or at Landlord's option a certificate thereof), and (ii) at least thirty (30) calendar days before any such policy expires, Tenant shall deliver to an original or a signed duplicate copy of a replacement policy therefore (or at Landlord's option, a certificate thereof); provided, that so long as such insurance is otherwise in accordance with the provisions of this Section, Tenant may carry any such insurance under a blanket policy covering the Premises for the risks and in the minimum amounts specified in **Subsection 12.3(a)**, in which event Tenant shall deliver two (2) insurers' certificates therefore in lieu of an original or a copy thereof, as aforesaid. In the event that Tenant fails to obtain said insurance, Landlord shall have the right, but not the obligation, to obtain such

insurance without notice to Tenant at Tenant's sole cost and expenses, which amounts will be deemed Additional Rent and will be payable to Landlord upon demand.

12.4 Waiver Of Subrogation. If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured, on account of any loss or damage, then such party hereby releases the other party hereto and all other tenants, to and only to the extent of the amount of such proceeds, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, officers or employees; provided, that such release will be effective only as to a loss or damage occurring while the appropriate policy of insurance of the releasing party provides that such release will not impair the effectiveness of such policy or the insured's ability to recover thereunder. Each party hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify the other in writing if such clause cannot be included in any such policy.

12.5 Liability Of Parties. Except if and to the extent that such party is released from liability to the other party hereto pursuant to the provisions of **Subsection 12.4**, then and in that event:

(a) It is understood and agreed that Landlord shall not be liable or be obligated to Tenant against or from any liability for injury, death or damage occurring anywhere on the Building or Grounds (including the Premises), (1) by reason of Tenant's occupancy or use of the Premises or any other portion of the Building or Grounds, or (2) because of fire, windstorm, act of God or other cause unless proximately caused by an intentional act or omission of Landlord during the Lease Term, as aforesaid; and

(b) To the extent permitted by law, Tenant shall be responsible for, and shall defend, indemnify and hold harmless Landlord, its employees, officers, directors, board members, managers, agents, shareholders, partners or other owners (collectively, the "**Landlord Indemnitees**") against and from, any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the Premises or the Building during the Lease Term, or (2) any work or thing whatsoever done or not done on the Premises or the Building during the Lease Term, or (3) any breach or default by Tenant in performing any of its obligations under the provisions of this Lease or applicable law, or (4) a negligent or intentionally tortious act or omission of Tenant or Tenant Indemnitees during the Lease Term, or (5) any injury to or death of any person or damage to any property occurring on the Premises or the Building during the Lease Term unless caused by the gross negligence of Landlord, or (6) any and all losses or damage or charges or liens or demands arising from environmental matters in, on or about the Premises unless caused by the gross negligence of Landlord. Tenant shall be obligated, at all times, to protect the Premises' and/or Building's finishes, including, without limitation, decorative brick, paving, flooring and fixtures. Without limiting the foregoing, Tenant shall be responsible for any damage that Tenant or any of Tenant Indemnitees cause to the Building or Grounds and/or Building's finishes.

13. ESTOPPEL CERTIFICATE Tenant shall from time to time, within seven (7) calendar days after being requested to do so by Landlord or any Mortgagee, execute, enseat, acknowledge and deliver to Landlord (or, at Landlord's request, to any existing or prospective purchaser, transferee, assignee or Mortgagee of any or all of the Premises or Building any interest therein or any of Landlord's rights under this Lease) an instrument in recordable form, certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification

thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (b) as to the dates to which the Rent and other charges arising hereunder have been paid; (c) as to the amount of any prepaid Rent or any credit due to Tenant hereunder; (d) that Tenant has accepted possession of the Premises, and the date on which the Term commenced; (e) as to whether, to the best personal knowledge, information and belief of the signer of such certificate, Landlord or Tenant is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default), and (f) as to any other fact or condition reasonably requested by Landlord or such other addressee; and acknowledging and agreeing that any statement contained in such certificate may be relied upon by Landlord and any such other addressee.

14. LANDLORD'S RIGHT OF ENTRY

14.1 Reasons for Entry, Notice. To the extent permitted by law, landlord and its agents shall be entitled to enter the Premises or the Building at any time during Tenant's business hours and at any other reasonable time (a) to inspect the Premises or the Building, or (b) to exhibit the Premises or the Building to any existing or prospective purchaser or Mortgagee thereof, or (c) to make any alteration, improvement or repair to the Building or the Premises, or remedy any contamination as it may deem necessary for the safety, improvements, preservation, or condition thereof, but Landlord assumes no obligation to do so, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same, or (d) during the last six (6) months of the Lease Term only, to allow Landlord or Landlord's realtor to show the Premises or the Building to prospective tenants, or (e) for any other purpose relating to the operation or maintenance of the Premises; provided, that Landlord shall (a) (unless doing so is impractical or unreasonable because of emergency) give Tenant at least twenty-four (24) hours

prior notice of its intention to enter the Premises, and (b) use reasonable efforts to avoid thereby interfering more than is reasonably necessary with Tenant's use and enjoyment thereof.

14.2 Tenant Not Present. To the extent permitted by law, if Tenant shall have vacated or abandoned the Premises or the Building, or in the event of an emergency, or if in any other instance after Landlord has given notice of Landlord's intention to enter, Tenant or Tenant's agents or employees shall not be personally present to permit an entry into the Premises or the Building then in any such event, Landlord and its contractors and subcontractors and its or their agents and employees may enter the same by the use of reasonable means without rendering Landlord liable therefore, and without in any manner affecting Tenant's obligations under this Lease.

14.3 Last Month. To the extent permitted by law, if during the last month of the Lease Term, Tenant has vacated the Premises and removed all or substantially all of Tenant's Property, Landlord may immediately enter and alter, renovate, and redecorate the Premises or the Building. The exercise of any such reserved right by Landlord shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or the Building and shall not render Landlord liable in any manner to Tenant or to any other person, nor shall the same constitute any grounds for an abatement of Rent hereunder.

15. ENVIRONMENTAL MATTERS

15.1 Definitions. For purpose of this Lease, "Hazardous Material" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et. seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; the common law; and any and all state, local or federal laws, rules,

regulations and orders pertaining to environmental, public health or welfare matters, as the same may be amended or supplemented from time to time (collectively, the "**Environmental Laws**"). Any terms mentioned in this Lease that are defined in any applicable Environmental Laws shall have the meanings ascribed to such terms in such laws, provided however, that if any such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

15.2 Representations Of Landlord. As of the Lease Commencement Date, Landlord has no knowledge of any release, threatened release, deposit, storage (whether by above ground storage tanks, underground storage tanks or otherwise), disposal, burial, discharge, spillage, uncontrolled loss, seepage, or filtration of Hazardous Material at, upon, under or within the Premises.

15.3 Representation Of Tenant. Tenant represents, warrants, and covenants to Landlord that:

(a) Tenant and Premises shall remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations and ordinances identified in Subsection 15.1, all as amended and modified from time to time. All governmental permits relating to these or operation of the Premises required by applicable Environmental Laws are and will remain in effect, and Tenant shall comply with them.

(b) Tenant shall not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of Hazardous Material, as that term is defined hereinafter, on, in, under, or from the Premises. Tenant shall promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be

released, generated, manufactured, stored, treated, transported, or disposed of, on, in, under, or from the Premises; and if any Hazardous Material is found on Premises, Tenant at its own cost and expense shall immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the complete satisfaction of Landlord and the appropriate governmental authorities.

(c) Tenant shall immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws. Tenant shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Landlord. Tenant shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

(d) Landlord shall have the right at all reasonable times and from time to time to conduct environmental audits of the Premises, and Tenant will cooperate in the conduct of those audits. The audits will be conducted by a consultant of Landlord's choosing, and if any Hazardous Material is detected or if a violation of any of the warranties, representations, or covenants contained in this Section is discovered, the fees and expenses of such consultant will be borne by Tenant and will be paid as Additional Rent under this Lease on demand by Landlord.

(e) If Tenant fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any Hazardous Material from the Premises. The costs of Hazardous Material removal and any other cleanup (including transportation and storage costs) will be Additional Rent under this Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by Landlord. Tenant shall give Landlord, its agents and employees, access to the Premises to remove or otherwise clean up any Hazardous Material. Landlord, however, has no affirmative

obligation to remove or otherwise clean up any Hazardous Material, and this Lease will not be construed as creating any such obligation.

(f) To the extent permitted by law, and subject to appropriation and availability of funds, Tenant agrees to indemnify, which indemnification will survive the termination or expiration of this Lease, defend and hold Landlord and Landlord's affiliates, shareholders, directors, officers, employees and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements, or other expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, asserted, or awarded against Landlord or any of them in connection with or arising from or out of:

(1) any misrepresentation, inaccuracy, or breach of any warranty, covenant, or agreement contained or referred to in this Section; or

(2) any violation or claim of violation by Tenant of any Environmental Laws; or

(3) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Material by Tenant or Tenant's assignees, employees, customers or invitees.

16. FIRE OR OTHER CASUALTY

16.1 General. If the Premises are damaged by fire or other casualty during the Lease Term, then:

(a) Landlord may in its sole discretion restore the Premises with reasonable promptness (taking into account the time required by Landlord to effect a settlement with, and to procure any

insurance proceeds from, any insurer against such casualty, but in any event within one hundred eighty (180) calendar days after the date of such casualty) to place the Premises in substantially the same condition as it was immediately before such casualty, and may temporarily enter and possess any or all of the Premises for such purpose (provided, that Landlord shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Tenant), but

(b) The times for commencement and completion of any such restoration will be extended for the period of any delay arising due to force majeure causes beyond Landlord's control. If Landlord undertakes to restore the Premises and such restoration is not accomplished within one hundred eighty (180) calendar days plus the period of any extension due to force majeure, as aforesaid, Tenant may terminate this Lease by giving written notice thereof to Landlord within thirty (30) calendar days after the expiration of such period, as so extended; and

(c) There will be an abatement of Rent upon a pro rata basis between usable and unusable space during such time as the Premises is destroyed by fire or other casualty, including the time of restoration.

16.2 Substantial Destruction. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding,

(a) If during the Lease Term the Building is so damaged by fire or other casualty that either the Premises or the Building is damaged to the extent that Landlord reasonably elects to demolish the Building, or if any Mortgagee requires that any or all of such insurance proceeds be used to retire any or all of the debt secured by its Mortgage, then in any such case Landlord may elect to terminate this Lease as of the date of such casualty, by giving written notice thereof to Tenant within sixty (60) calendar days after such date; and

(b) In such event, (1) Tenant shall pay to Landlord the Rent payable by Tenant hereunder and accrued through the date of such casualty, (2) Landlord shall repay to Tenant any and all prepaid Rent for periods beyond such casualty, and (3) Landlord may enter upon and repossess the Premises without further notice, and (4) Landlord is relieved of all further liability, obligation and responsibility to Tenant and (5) Tenant is relieved of all further liability, obligation and responsibility to Landlord.

16.3 Tenant's Negligence. Subject to **Section 12.4**, anything contained in any provision of this Lease to the contrary notwithstanding, if any such damage to the Premises, the Building or both are caused by or result from the negligent act or omission of Tenant, those claiming under Tenant or any of their respective officers, employees, agents or invitees, except if and to the extent that Tenant is released from liability therefore pursuant to the provisions of **Section 12.5**, then (1) the Rent will not be abated or apportioned as aforesaid, and (2) Tenant shall pay to Landlord upon demand, as Additional Rent, the cost of (i) any repairs and restoration made or to be made as a result of such damage, or (ii) if Landlord elects not to restore the Building, any damages or loss which Landlord incurs as a result of such damage. Tenant's obligations will be reduced by the amount equal to any insurance recovery obtained by Landlord.

17. EMINENT DOMAIN

17.1 Effect Of Condemnation.

(a) If any or all of the Premises, Grounds, or Building are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of any such taking, such action will hereinafter be referred to as a "**Condemnation**".

(b) If (1) all of the Premises are taken by a Condemnation, or (2) any part of the Premises is taken by a Condemnation and the remainder thereof is insufficient for the reasonable operation

therein of Tenant's business or (3) any or all of the Building or Grounds are taken by a Condemnation and, in Landlord's reasonable opinion, it would be impractical to restore the remainder thereof, then, in any such event, the Lease Term will terminate on the date on which possession of such much of the Premises, the Building, or Grounds, as the case may be, as is taken by such Condemnation is taken by the condemning authority thereunder, any Rent and other charges payable hereunder will be apportioned and paid to such date.

(c) If there is a Condemnation and the Lease Term does not terminate pursuant to the foregoing provisions of this Subsection, the operation and effect of this Lease will be unaffected by such Condemnation, except that the Rent payable will be reduced in proportion to the square footage of floor area, if any, of the Premises taken by such Condemnation.

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

18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

18.1. Subordination, Attornment and Non-Disturbance. The parties agree that the issues of Subordination, Attornment and Non-Disturbance shall be addressed in a separate document not a part of this Lease Agreement.

18.2 Foreclosure. No Mortgagee or purchaser of any or all of the Premises, and/or Building, and/or Grounds at any foreclosure proceeding brought under the provisions of any Mortgage will (regardless of whether the Lease is at the time in question subordinate to the lien of any Mortgage) be liable to Tenant or any other person for any or all of such sum (or any other or additional security deposit or other payment made by Tenant under the provisions of this Lease),

unless both (a) Landlord has actually delivered it in cash to such Mortgagee or purchaser, as the case may be, and (b) it has been specifically identified, and accepted by such Mortgagee or purchaser, as the case may be, as such and for such purpose.

19. DEFAULT

19.1 Events Constituting Default. Any of the following events shall constitute a default of this Lease ("Default"):

- (a) If Tenant fails to pay Rent or other sums herein specified within thirty (30) calendar days after receipt of written notice of said Default of the date of such Rent or sums are due; or
- (b) If Tenant fails to perform or comply with any of the conditions or covenants of this Lease.

19.2 Remedies. In the event of a Default by Tenant, Landlord shall have all remedies available under law including, but not limited to, claims for unpaid Rent through the end of the lease term. Landlord shall make reasonable efforts to mitigate damages.

20. SURRENDER AND HOLDING OVER

20.1 Surrender. This Lease will terminate at the end of the Lease Term without the necessity of any notice by Landlord or Tenant to the other. At the end of the Lease Term or upon termination of this Lease, whichever first occurs, Tenant shall quit and surrender possession of the Premises to Landlord broom clean, in the same order, condition and repair as on the Commencement Date, except for ordinary wear and tear or damage by fire or other casualty, together with all improvements and Alterations which have been made upon the Premises (excluding Tenant's Property).

20.2 No Holding Over. Tenant is not permitted to hold over and remain in the Premises after the Lease Term or earlier termination of this Lease, without having first obtained the prior written agreement of Landlord. If Tenant fails to do so, without altering or impairing any of Landlord's rights under this Lease or applicable law or implying any right to remain in possession, Tenant hereby agrees to pay to Landlord as Rent until Tenant surrenders possession of the Premises to Landlord, a sum equaling one hundred fifty percent (150%) of the Base Rent which was last in effect.

21. BROKERAGE Any commission or brokerage fee due to be paid as a result of the execution of this Lease shall be paid by Landlord. The parties acknowledge that there are no brokers or agents involved in the Lease of the Premises.

22. ASSIGNMENT AND SUBLETTING

22.1 Landlord's Consent. Tenant hereby acknowledges that Landlord has entered into the Lease because of Tenant's financial strength, goodwill, ability and expertise and that, accordingly, this Lease is one which is personal to Tenant, and Tenant agrees for itself and its successors and assigns in interest hereunder that it will not, without the written consent of Landlord first obtained, (a) assign this Lease or any of its rights under this Lease, as to all or any portion of the Premises or otherwise, or (b) make or permit to occur any voluntary or involuntary total or partial sale, lease, sublease, assignment, conveyance, license, mortgage, pledge, encumbrance or other transfer of any or all of the Premises or the occupancy or use of any or all of the Premises, or (c) permit any person or entity to occupy all or any portion of the Premises unless the same is an agent or employee of Tenant (each of which is hereinafter referred to as a "Transfer") (including, by way of example rather than limitation, (1) any sale at foreclosure or by the execution of any judgment of any or all of Tenant's rights hereunder, or (2) any Transfer by operation of law)

without first obtaining Landlord's express written consent thereto (which consent (i) may be given or withheld in Landlord's sole discretion and, if given, will not constitute a consent to any subsequent such Transfer, whether by the person hereinabove named as "Tenant" or by any such transferee, and (ii) will not be deemed to have been given by Landlord's acceptance of the payment of Rent after such Transfer occurs, with or without Landlord's knowledge, or by any other act or failure to act by Landlord, other than the giving of such express, written consent, as aforesaid). Without limiting the generality of the foregoing, Landlord shall be entitled, at its sole discretion, to condition any such consent upon the entry by such person into an agreement with (and in form and substance satisfactory to) Landlord, by which such person assumes all of Tenant's obligations hereunder. Any person to whom any Transfer is attempted without such written consent of Landlord will have no claim, right or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same. No Transfer made with or without Landlord's consent will alter or impair the obligations hereunder of any person constituting Tenant, or liable as a guarantor for the obligations of Tenant, before such Transfer, or of any other person holding any interest or obligation hereunder before such Transfer. For purposes of the foregoing provisions of this Subsection, a transfer, by any person or persons controlling Tenant on the date hereof, will be deemed a Transfer of this Lease.

22.2 Assignment Procedure. If Tenant desires to enter into any assignment of this Lease, Tenant shall deliver written notice thereof to Landlord including the identity of the proposed assignee and financial and other information sufficient for Landlord to make an informed judgment with respect to such proposed assignee. Landlord will have thirty (30) calendar days from the date such notice is received by Landlord in which to consider the assignment. With respect to Landlord's consent to an assignment, Landlord may take into consideration any factors which

Landlord may deem relevant, such as, without limitation, the business reputation or creditworthiness of any proposed assignee. For purposes of this Section, an assignment will be deemed to include a change in the majority control of Tenant, resulting from any transfer, sale or assignment of shares of stock or membership interests of Tenant occurring by operation of Law or otherwise, and includes any merger or acquisition. Tenant may not post any "For Rent" or similar signs on the Premises, the Building or the Grounds.

22.3 Rent, No Waiver. If this Lease or any interest herein is assigned or if the Premises or any part thereof is sublet, used, or occupied by anyone other than Tenant without Landlord's prior written consent having been obtained thereto, Landlord may nevertheless collect Rent (including Rent) from the assignee, sublessee, user, or occupant and apply the net amount collect to the Rents herein reserved. Furthermore, in any such event Tenant shall pay to Landlord monthly, as Rent, the excess of the consideration received or to be received during such month for such Assignment (whether or not denoted as rent) over the Rent reserved for such month in this Lease applicable to such portion of the Premises so assigned, sublet, or occupied. No such Assignment or collection will be deemed a waiver of the covenant herein against Assignment by others, or the acceptance of the assignee, subtenant, user, or occupant as Tenant hereunder, or constitute a release of Tenant from further performance by Tenant of the terms and provisions of this Lease. If this Lease or any interest of Tenant herein is assigned or if the whole or any part of the Premises is sublet or used or occupied by others, after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant, and Tenant shall not be released therefrom in any manner.

23. LEASEHOLD IMPROVEMENTS. All Alterations, additions, or improvements made to the Premises or the Building, (collectively, "**Leasehold Improvements**") whether made by Landlord or Tenant, will be deemed to be the property of Landlord and upon Tenant's vacation or abandonment of the Premises, unless Landlord directs otherwise, will remain upon and be surrendered with the Premises in good order, condition and repair, wear and tear excepted.

24. MECHANIC'S LIENS. No work which Landlord permits Tenant to do pursuant to this Lease, whether in the nature of erection, construction, alteration and repair, will be deemed to be for the immediate use and benefit of Landlord so that no mechanic's lien or other lien will be allowed against the Premises or the Building or the estate of Landlord by reason of any consent given by Landlord to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanic's or other lien will at any time be filed against the Premises by reason of work, labor, services and materials performed or furnished, or alleged to be performed or furnished, to Tenant or anyone holding the Premises through or under Tenant, Tenant shall cause the same to be discharged of record or bonded to the satisfaction of Landlord within seven (7) calendar days subsequent to the filing thereof.

25. FORCE MAJEURE. This Lease and the obligation of Tenant to pay Rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed will not be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply, or is delayed in supplying, any service to be supplied by it under the terms of this Lease or is unable to make, or is delayed in making, any repairs, additions, alterations, or decorations or is unable to supply, or is delayed in supplying, any equipment of fixture, if Landlord is prevented or delayed or otherwise hindered from doing

so by reason of any outside cause whatsoever, including, without limitation: acts of God; fire; earthquake; flood; explosion; action of the elements; declared or undeclared war; riots; civil disturbances; inability to procure or a general shortage of labor, equipment, energy, materials, or supplies in the open market; breakage or accident to machinery; partial or entire failure of utilities; failure of transportation; strikes; lockouts; action of labor unions; Condemnation; injunction; court order or decree; governmental preemption; any rule, order, or regulation of any department or subdivision of any government agency; or the conditions of supply and demand which have been or are affected by war or other emergency. Similarly, Landlord shall not be liable for any interference with any services supplied to Tenant by others if such interference is caused by any of the reasons listed in this Section. Nothing contained in this Section will be deemed to impose any obligation on Landlord not expressly imposed by other provisions of this Lease.

26. GENERAL

26.1 Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of Maryland. Any dispute will be resolved solely by an action filed in the Circuit Court for Anne Arundel County, Maryland, and the parties agree that they will consent to the dismissal of any other action or proceeding filed in any other jurisdiction.

26.2 Consents and Approvals. If, pursuant to any provision of this Lease, the consent or approval of either party is required to be obtained by the other party, then, unless otherwise provided herein, the party whose consent or approval is required will not unreasonably withhold, condition or delay such consent or approval.

26.3 Rights and Remedies. All rights and remedies of either party expressly set forth herein are intended to be cumulative and not in limitation of any other right or remedy set forth

herein or otherwise available to such party at law or in equity. Notwithstanding the foregoing, in no event will either party be liable to the other for consequential or punitive damages, except as otherwise provided in this Lease.

26.4 No Waiver. The failure of either party to seek redress for a breach of, or to insist upon the strict performance of any covenant or condition of this Lease, will not prevent a subsequent act which would have originally constituted a breach from having all the force and effect of an original breach. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease by Tenant will not be deemed a waiver of such breach and no provision of this Lease will be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. The payment by Tenant of Rent with knowledge of the breach of any covenant of this Lease by Landlord will not be deemed a waiver of such breach and no provision of this Lease will be deemed to have been waived by Tenant unless such waiver is in writing and signed by Tenant.

26.5 Successors and Assigns. Each and all of the terms and agreements herein contained will be binding upon and inure to the benefit of the parties hereto, and their heirs, legal representatives, successors and assigns. Any sale or transfer of the Premises by Landlord during the Lease Term will be made by an instrument that expressly refers to this Lease as a burden upon the Premises.

26.6 Recording. Tenant, at its expense, may record this Lease, a short form thereof, or a memorandum thereof. Landlord shall cooperate with Tenant in the execution and delivery of such documents as may be required to effectuate the foregoing in accordance with the requirements, customs and practices governing such recordation. Tenant covenants that if at any time any party of Landlord's interest in the Premises will require the recordation of this Lease,

Tenant shall execute such acknowledgments as may be necessary to effect such recordations.

The parties hereto agree that this Lease will not be recorded.

26.7 Notices. All notices, consents, approvals and other communications under this Lease will be in writing and will be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one (1) business day after delivery to any nationally recognized overnight courier service for next business day delivery, fee prepaid; (c) one (1) business day after facsimile transmission, with transmission verified and a hard copy of the transmission promptly sent by U.S. Priority Mail; or (d) three (3) business days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows (or to such other addresses as either party may subsequently designate in writing to the other):

To Landlord: 1907 Lincoln, LLC
c/o David Graham
505 Wilson Road
Annapolis, MD 21401

With copies to:

Kenneth Wagner	Fred Wagner
124 South Street, Suite 2	2614 Oakledge Ct
Annapolis, Maryland 21401	Vienna, VA 22181

To Tenant: Anne Arundel County, Maryland
Office of Central Services
Real Estate Division
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401

With a copy to:

26.8 Entire Agreement; Modifications. This Lease represents the complete understanding and entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. Any agreement hereafter made will not operate to amend, change, modify, terminate or discharge this Lease in whole or in part unless such agreement is in writing and signed by each of the parties hereto and delivered by each of the parties to the other. Landlord has made no representations or promises with respect to the Premises except as are expressly set forth herein.

26.9 Joint and Several Obligations. If Tenant includes more than one person or entity, the obligations will be joint and several of all such persons and entities.

26.10 Counterparts. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute but one and the same instrument.

26.11 Severability. Any provision or provisions of the Lease which will prove to be invalid, void, or illegal will in no way affect or impair or invalidate any other provision, and the remaining provisions will remain in full force and effect.

26.12 Captions and Section Numbers. The captions, section numbers, subsection numbers, and paragraphs appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such notices or articles in this

Lease nor in any way affect this Lease. The terms "section" and "paragraph" will mean the same thing as they pertain to parts of this Lease.

26.13 No Partnership. By entering into this Lease, it is understood and agreed by Tenant that Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a member of a joint enterprise with Tenant.

26.14 No Landlord Personal Liability. No individual member of 1907 Lincoln, LLC, Landlord, whether disclosed or undisclosed, will have any personal liability under any provision of this Lease. If Landlord defaults in performing any of its obligations hereunder or otherwise, Tenant will look solely to Landlord to satisfy Tenant's remedies on account thereof.

26.15 Time Of The Essence. Time is of the essence herein and in every provision of this Lease.

26.16 Non-Discrimination. At all times during the term of this Lease, or any renewal, Tenant shall not discriminate in its use of the Premises against any person or group of persons because of the race, creed, color, sex, age, handicap, national origin, or ancestry of such person or group of persons.

26.17 Government Immunity Defenses. Notwithstanding any provision of this Lease to the contrary, nothing contained herein will preclude Tenant from pleading governmental immunity or any other defense in actions brought against it except for actions filed by Landlord to enforce provisions of this Lease.

26.18 Approval of Council. This Lease is subject to and contingent upon approval by the Anne Arundel County Council, as required by Anne Arundel County Code, Article 8, §3-301. If this Lease Agreement is not approved by ordinance of Council, then it will be null and void ab

initio and of no further effect. Any future amendment of the material terms of this Lease will also require approval of the Anne Arundel County Council before becoming effective.

(The Next Page is the Signature Page)

IN WITNESS THEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

ATTEST:

1907 LINCOLN, LLC

Kenneth Wagner
Member (SEAL)

BY: Kenneth Wagner Date

TITLE:

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

Mark D. Hartzell
(SEAL)

BY: Mark D. Hartzell Date 9-7-14

TITLE: Chief Administrative Officer for

Steven R. Schuh, County Executive

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

[Signature] 9/7/14
Office of Law Date

APPROVED:

Christine A. Romans 9/7/16
Christine A. Romans Date

Central Services Officer

[Signature] 9/7/2016
Dr. Jinlene Chan Date

Health Officer

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

The foregoing instrument was acknowledged before me this 6th day of SEPTEMBER, 2016 by KENNETH R. WAGNER, Member of 1907 Lincoln, LLC, a Maryland limited liability company, who acknowledged that he executed the foregoing Commercial Triple Net Agreement of Lease for the purposes contained therein and that he was vested with full authority to do so, having been authorized by 1907 Lincoln, LLC to so act on its behalf.

Witness my hand and official seal.

(SEAL)


Notary Public

My Commission Expires: AUG. 9, 2017

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

The foregoing instrument was acknowledged before me this 7th day of September, 2016 by MARK D. HARTZELL, who acknowledged himself to be Chief Administrative Officer of Anne Arundel County, who acknowledged that he executed the foregoing Commercial Triple Net Agreement of Lease for the purposes contained therein and that he was vested with full authority to do so, having been authorized by a Resolution of Anne Arundel County, Inc. to so act on its behalf.

Witness my hand and official seal.

(SEAL)

Claire S. Gisellebeck

Notary Public

My Commission Expires: 3/21/18

CLAIRE S. GISSELBECK
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES MARCH 21, 2018

Exhibit A
Rules and Regulations

A. In regard to the use and occupancy of the Premises, Tenant shall:

1. Keep both sides of all glass in the doors and windows in the Premises clean.
2. Replace promptly, at its expense, any cracked or broken plate window glass of like kind and quality.
3. Maintain the Premises at its expense in a clean, orderly, and sanitary condition, and free of insects, rodents, vermin and other pests. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated, using licensed exterminators, from time to time, to the satisfaction of Landlord.
4. Keep any garbage, trash, rubbish or refuse in waterproof and vermin proof containers within the interior of the Premises until removed and prevent any undue accumulations of such materials.
5. Keep the thermostat(s) in the Premises set at no less than 55 degrees at all times.

B. In regard to the use and occupancy of the Premises, Tenant shall not:

1. Permit the obstruction of driveways and walkways.
2. Permit the parking of delivery vehicles so as to interfere with the use of any driveway, walks, or parking areas.
3. Attach or install awnings, signs, or other materials to the outside walls of the Building without Landlord written approval. No curtains, blinds, shades, or screens will be attached to or hung in, or used in connection with any window or door, of the Premises without prior written consent of Landlord. Such curtains, blinds, shades, or screens or other fixtures will be of quality, type, design and color and attached in a manner approved by Landlord.
4. Use for any purpose other than those for which they were constructed the water and wash closets, drinking fountains, lavatories and other plumbing fixtures and no sweepings, rubbish, rags, or other such substances will be thrown therein.
5. Mark, drill into, paint or in any way deface any part of the Premises or of the Building other than the installation of displays, telephone, computer, and flooring. Tenant shall not lay linoleum, tile or floor covering over the flooring provided in the Premises without prior written approval of Landlord and then only in the manner Landlord will direct.
6. Bring into or keep upon the Premises any animals, except those assisting handicapped persons.
7. Make, or permit, any unseemly or objectionable odor, noises, or vibrations which disturb or interfere with occupants of the Building.
8. Use any space in the Premises for manufacturing or lodging. No auction sales of any goods, merchandise or property, including judicial sales pursuant to any Deed of Trust will be permitted upon the Premises without Landlord's prior written consent.
9. Bring or keep upon the Premises any inflammable, combustible, or explosive fluid, chemical or substance, except as found in standard products reasonably required for Tenant's business, and then only in such limited quantities as required for day-to-day use.

10. Place upon any of the doors or windows any additional locks or bolts of any kind, nor will Tenant make any changes in the existing locks or mechanisms without Landlord's prior written consent. Landlord may, at Tenant's expense and without Tenant's consent, replace any lock changed by Tenant in violation of this Rule. Tenant shall, upon the termination of the tenancy, restore to Landlord all keys furnished to Tenant or thereafter procured by Tenant and in the event of the loss of any keys, so furnished, Tenant shall pay to Landlord the cost of replacement, and the cost of changing the locks if deemed necessary by Landlord.

11. Operate in the Premises, or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.

12. There will be no smoking, including e-cigarette smoking, in any portion of the Building.