

# OFFICE/WAREHOUSE LEASE AGREEMENT

**THIS LEASE**, Made on this \_\_\_\_ day of April, 2022, by and between SP LIMITED PARTNERSHIP, a Maryland limited partnership, the owner of the Office/Warehouse Building defined in Section 1.A. below ("Landlord"), and ORPE Human Rights Advocates, \_\_\_\_\_, a Maryland non-profit company, ("Tenant"), (both parties collectively called "Parties").

## WITNESSETH:

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the Rents and the mutual independent covenants and agreements in this Lease, the parties agree as follows:

### 1. **DEFINED TERMS:**

The following capitalized words, when initially capitalized in this Office/Warehouse Lease Agreement, (Lease) shall have the meaning assigned to each of them:

A. **OFFICE/WAREHOUSE BUILDING:** That building known as 6701 Baymeadow Drive, Glen Burnie, Maryland, and situated in Anne Arundel County, Maryland.

B. **PREMISES:** An area located in the Office/Warehouse Building, known as Suite B and as cross-hatched on Exhibit A of this Lease.

C. **OFFICE/WAREHOUSE BUILDING AREA:** That parcel of land described on Exhibit B of this Lease.

D. **TERM:** The Term of this Lease, unless modified by the provisions of this Lease by written agreement of the Parties, or by operation of law, shall begin on the Commencement Date, and shall be for a period of Five Years and Two Months, and shall end at Midnight on the Termination Date.

E. **COMMENCEMENT DATE:** August 1, 2022.

F. **RENT COMMENCEMENT DATE:** October 1, 2022

F. **TERMINATION DATE:** The earlier of (i) September 30, 2027 or (ii) in the event of a breach of this Lease by Tenant as provided for herein.

G. **RENT:** The Rent for the Premises during the Term shall be payable monthly as follows:

(i) \$ 0.00 from August 1, 2022, through September 30, 2022; and

- (ii) \$ 5,291.17 per month from October 1, 2022, through September 30, 2023; and
- (iii) \$ 6,174.50 per month from October 1, 2023, through September 30, 2024; and
- (iv) \$ 7,057.83 per month from October 1, 2024, through September 30, 2025; and
- (v) \$ 7,941.17 per month from October 1, 2025, through September 30, 2026; and
- (vi) \$ 8,789.17 per month from October 1, 2026, through September 30, 2027; and

H. SECURITY DEPOSIT: \$7,000.00

I. ADVANCE RENT: \$5,291.17

J. OPERATING YEAR: The first Operating Year shall be the period from the Commencement Date to and including December 31, 2022. Thereafter an Operating Year shall be each twelve-month period commencing January 1st and ending the following December 31st, except that the last Operating Year shall be from January 1st of the last Lease Year to the Lease termination or expiration date.

K. TAX YEAR AND INSURANCE BASE: July 1, 2022 – June 30, 2023.

L. LATE CHARGE: Six percent (6%) of the unpaid balance due from Tenant to Landlord to be compounded monthly and collectible as Additional Rent.

M. OPERATING COST, UTILITIES AND REAL ESTATE TAX AND ASSESSMENT FACTOR: 12.35%

N. ADDITIONAL RENT: All dollar amounts of whatever nature in addition to Rent payable by Tenant.

O. NOTICE ADDRESSES:

(1) Landlord:  
SP Limited Partnership  
1312 Bellona Ave., Suite 301  
Lutherville, MD 21093  
Attn: Sage Platt

(2) Tenant:  
ORPE Human Rights Advocates  
6701 Baymeadow Drive, Suite B  
Glen Burnie, MD 21060  
Attn: Edward T. Moises

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P. **RENTAL YEAR:** A Rental Year shall be a period of twelve successive full calendar months during the Term commencing with the first full calendar month during the Term.

Q. **LANDLORD CONSENT:** As referred to herein, Landlord 'consent' and/or 'approval' shall mean that such consents or approvals shall be reasonable and not unreasonably withheld, denied, delayed or conditioned. Provided, however, that Landlord shall retain sole discretion in granting or withholding approval to proposed Tenant improvements to the Premises which would be visible from outside the Premises. Without limiting the generality of the foregoing, all Tenant improvements to the Premises shall be constructed in good and workmanlike manner, consistent with the quality and appearance of the Office/Warehouse Building.

2. **SECTION REFERENCES:**

All references in Sections, Subsections and Paragraphs shall be to the respective sections, subsections and paragraphs of this Lease.

3. **USE AND QUIET ENJOYMENT:**

A. Landlord leases to Tenant and Tenant rents from Landlord the Premises "as is and where is" as set forth in Section 1.B for the Term set forth in Section 1.D. to be used only for a general office and related purposes for Tenant's business. Tenant agrees to use the Premises in a manner which does not interfere with the right of quiet enjoyment of any other tenants and which is not a nuisance and to comply with all applicable laws and regulations. Landlord agrees that so long as Tenant is not in default of any covenant or term of this Lease, Tenant shall have the right to peaceful and quiet enjoyment of the Premises, the Office/Warehouse Building and Office/Warehouse Area during the Term.

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4. **SUBORDINATION, ATTORNMENT AND ESTOPPEL:**

A. Tenant acknowledges that its rights under this Lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, ground lease or other similar security instrument and of all covenants and restrictions running with the land now or to be placed upon all or any portion of the Office/Warehouse Building Area. Upon Landlord's prior written request, Tenant will execute and deliver as directed by Landlord an appropriate instrument in the form prescribed by Landlord to effect such subordination, and upon the request of Landlord's mortgagees, ground lessors or trustees under any such mortgage or deed of trust, Tenant will execute an attornment instrument and attorn to such mortgagees, ground lessors or trustees and become its Tenant on the same terms and covenants of this Lease for the unexpired portion of the Term. Tenant also agrees, but not more frequently than two (2) times during any Rental Year within ten (10) days of a written request by Landlord to execute, ground lessor or other similar secured party designated by Landlord a certificate stating, (i) that the Lease is unmodified and in full force and effect (or if there have been



modifications, that the Lease is in full force and effect as modified and identifying the modification agreements), or if this Lease is not in full force and effect, the certificate shall so state, (ii) the date to which Rent has been paid, (iii) whether or not there is any existing default by Tenant in the payment of Rent or any other sums due under this Lease and whether or not there is any other existing default by either party with respect to which a notice of default has been served, and if there is such a default specifying its nature and extent, (iv) whether or not there are any set-offs, defenses or counterclaims against enforcement of the obligations to be performed by Tenant under this Lease, and (v) such other matters relating to this Lease as may be reasonably requested by Landlord or any mortgagees, ground lessors, trustees or other secured party.

Subsequent to Tenant's execution and delivery of this Lease, with respect to any mortgage, deed of trust or other hypothecation, Landlord shall use its best efforts to obtain a non-disturbance agreement in form and substance similar to Exhibit E attached hereto and made a part hereof in favor of Tenant, its successor and assigns which states that so long as this Lease shall be in full force and effect, Tenant's right to quiet possession and use of the Premises in accordance with the provisions of this Lease shall not be affected or disturbed by reason of such subordination to or any modification of or default under the mortgage or other lien provided Tenant shall not be in default, for any reason, of this Lease. Tenant may condition the granting of any third-party subordination or attornment agreement upon the receipt of a signed non-disturbance agreement as provided above.

B. Failure of Tenant to respond within ten (10) days as provided, to a written request delivered pursuant to the provisions of Section 41 of this Lease by Landlord pursuant to this Section shall operate as an irrebuttable presumption, which presumption shall be for the sole and exclusive use and reliance of any mortgagee, trustee, ground lessor or other similar secured party that Landlord is not in default of any covenant of this Lease; and that the facts set forth in any Certificate Requests are true, correct and complete. Tenant hereby appoints Landlord as Tenant's true and lawful attorney-in-fact (such appointment being coupled with an interest hereby being declared irrevocable) for the purposes of completing, executing, acknowledging and delivering on behalf of Tenant any instrument or certificate requested of Tenant pursuant to this Section and not completed, executed, acknowledged and delivered to Landlord by Tenant within ten (10) days of a written request therefor.

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5. **TERM AND TERMINATION:**

A. The Term shall begin on the Commencement Date and unless extended or renewed shall end without notice at midnight on the Termination Date. Tenant agrees to vacate the Premises at the end of the Term and that Landlord shall be entitled to the benefit of all summary proceedings to recover the possession of the Premises at the end of the Term as if statutory notice had been given.

B. For the period of six (6) months prior to the end of the Term, Landlord may display on the Premises a "for rent" sign and show the Premises to prospective tenants during normal business hours; provided Landlord has notified Tenant and Tenant shall have the right to arrange an escort.

C. If Tenant remains in possession of the Premises after the expiration of the Term, the Term shall not renew by operation of law, and Landlord may consider Tenant as a



Tenant-at-Will liable for the payment of Rent at the market rate as determined by Landlord or may consider Tenant as a "Tenant Holding Over" liable for 150% the Rent in effect as of the last month of this Lease. In either event, all other covenants of this Lease shall remain in full force and effect.

6. **RENT:**

A. Tenant covenants to pay to Landlord or its agent, without notice, demand, abatement, deduction or set-off during the Term, Rent for the Premises. The Rent shall be payable at the place designated for Notices on the first day of each month, in advance, in amounts which shall be the full monthly Rent plus all then due amounts of Additional Rent.

B. Commencing with the beginning of the first month of the first Operating Year and on the first day of each month thereafter during the Term, Tenant shall pay to Landlord or its Agent as Additional Rent, one-twelfth of that amount computed by multiplying the percentage figure in Section 1.M. by Landlord's Operating Costs, as herein defined, for the Office/Warehouse Building and Office/Warehouse Building Area for each such Operating Year. Landlord will prepare for each Operating Year an estimated budget for the operation of the Office/Warehouse Building and Office/Warehouse Building Area set forth in Section 1.C. An example of the such budget is attached to this lease as Exhibit C. Landlord shall bill Tenant for one-twelfth of the Additional Rent for Operating Costs each month for which Additional Rent is due each Operating Year, provided that Landlord's failure to bill Tenant shall not excuse Tenant from prompt payment of Additional Rent for Operating Costs so long as Landlord has furnished Tenant the estimated budget as set forth herein.

C. Operating Cost data shall be available during each Operating Year of the Term upon Tenant's written request. Landlord may revise such Operating Cost data on a quarterly basis. Any change in Additional Rent will be implemented in a monthly statement transmitted to Tenant no later than the fifteenth (15th) day of the month before the Additional Rent is due and payable. Additional Rent shall be paid by Tenant no later than the first day of each month during the Term; provided, however, the payment of any Additional Rent for the first full calendar month of the Term, together with any prorated Additional Rent from the Commencement Date to the first day of first full calendar month of the Term shall be payable on the Commencement Date. Additional Rent shall be paid by Tenant without abatement, deduction or set-off. Within one hundred twenty (120) days after the end of each Operating Year, Landlord shall submit to Tenant a statement (Landlord's Statement) calculating the difference between actual operating costs, and operating costs paid by Tenant. Landlord's Statement shall set forth specific line item costs and expenses in a format consistent with Landlord's ordinary course of business. The Landlord's Statement shall reflect either a credit against the Additional Rent account of the Tenant for its share of any overpayments or an amount due Landlord from Tenant as Additional Rent which shall then be due and payable as provided for herein. Tenant shall have forty-five (45) days from its receipt of the aforesaid statement of operating costs to audit Landlord's books, records and operations for the purpose of verifying the accuracy of Landlord's Statement and present to Landlord any modifications thereto. In the event Tenant does not note any modifications to the aforementioned on or before forty-five (45) days from receipt then and in such event the statement shall be deemed conclusive, binding and create an irrebuttable presumption of accuracy. In the event Tenant's audit reveals a discrepancy of 10% or more in Tenant's favor, or in favor of the tenants collectively, between the audit results and the Landlord's Statement, Landlord shall bear 100% of the reasonable costs of such audit.

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D. Commencing with the beginning of the first month of the Term and on the first day of each month thereafter during the Term, Tenant shall pay as Additional Rent one-twelfth (1/12th) of that amount computed by multiplying the percentage figure in Section 1.M. by the Landlord's Real Estate Taxes and Insurance, as herein defined, for each Rental Year of the Term. Landlord will prepare for each Tax Year of the Term, commencing July 1, 2020, a budget for the Real Estate Taxes and Insurance of the Office/Warehouse Building and Office/Warehouse Building Area set forth in Section 1.C and reasonably based on the immediately preceding Tax and Insurance Year's actual Real Estate Taxes and Insurance as modified by facts then known pertaining to the then-current Tax and Insurance Year. Tenant shall immediately deposit with Landlord the amount presently owed for the balance of the current year and sufficient additional funds to assure the Landlord that funds are on deposit to pay the next year's Taxes and Insurance when due. Upon the Termination Date, all unused Tax and Insurance Deposits which remain with Landlord will be promptly returned to Tenant. Tenant will deposit with Landlord one-twelfth of the Additional Rent for Real Estate Taxes and Insurance as indicated on such budget each month for which Additional Rent is due each Tax Year, but Landlord's failure to invoice Tenant shall not excuse Tenant from prompt payment of Additional Rent for Real Estate Taxes and Insurance, provided Landlord has furnished Tenant with the budget for Real Estate Taxes and Insurance as set forth herein.

E. Real Estate Tax and Insurance data shall be available and shall be delivered to Tenant during each Rental Year of the Term upon Tenant's written request. Landlord may revise estimates of Real Estate Taxes and Insurance on a quarterly basis. Any change in Additional Rent will be implemented in a monthly statement transmitted to Tenant no later than the fifteenth (15) day of the month before the Additional Rent is due and payable. Additional Rent shall be paid by Tenant no later than the first day of each month during the Term; provided, however, the payment of any Additional Rent for the first full calendar month of the Term, together with any prorated Additional Rent from the Commencement Date to the first day of the first full calendar month in the Term, shall be paid by Tenant without abatement, deduction or set-off. Within one hundred twenty (120) days after the end of each Operating Year, Landlord shall submit to Tenant a statement (Landlord's Statement) calculating the difference between actual Real Estate Taxes and Insurance paid by Tenant. The Landlord's Statement shall reflect either a credit against the Additional Rent account of the Tenant for its share of any overpayments or an amount due Landlord from Tenant as Additional Rent which shall then be due and payable as provided for herein. Tenant shall have forty-five (45) days from its receipt of the aforesaid statement of Operating Costs to audit the statement and present to Landlord any modifications thereto. In the event Tenant does not note any modifications to the aforementioned on or before forty-five (45) days from receipt then and in such event the statement shall be deemed conclusive, binding and create an irrebuttable presumption of accuracy. In the event Tenant's audit reveals a discrepancy of 10% or more in Tenant's favor, or in favor of the tenants collectively, between the audit results and the Landlord's Statement, Landlord shall bear 100% of the reasonable costs of such audit.

F. All Rent and Additional Rent is due on the 1<sup>st</sup> day of the month. Landlord must have received the Rent and Additional Rent on the 1<sup>st</sup> day of the month to avoid late payment of this obligation. Landlord may forgive the late payment of Rent or Additional Rent, however Landlord shall have the right to charge Tenant, as Additional Rent, a sum equal to six percent (6%)



of such unpaid amounts compounded monthly in the event any installment of Rent or Additional Rent shall be past due. Landlord hereby agrees to forgive the late payment of Rent and Additional Rent at least once every six months, provided that such payment is made no later than the 5<sup>th</sup> day of the month it is otherwise due.

G. If two (2) or more of Tenant's checks shall be dishonored by the bank within any twelve (12) month period, then Landlord shall have the right to demand, at any time, that all payments of Rent or Additional Rent be made either in cash or by certified check. Landlord in its sole discretion, shall have the right to apply all sums paid by Tenant whether so paid as Rent or Additional Rent, to any balance owed by Tenant to Landlord.

7. **ADVANCE RENT:**

Tenant shall pay the amount set forth in Section 1.I. to be held as Advance Rent and security to be forfeited, without limitation or other remedies, for any defaults of this Lease by Tenant occurring prior to the rent commencement of the Term. If no such defaults occur, Landlord shall apply the Advance Rent against the first installment of Rent payable by Tenant.

8. **SECURITY DEPOSIT:**

Tenant shall deposit with Landlord the amount set forth in Section 1.H as a Security Deposit to be held until the final inspection of Premises by Landlord. All sums related to any required repairs under this Lease will be deducted from the return of this deposit unless immediately fixed by Tenant. Landlord shall have the responsibility to return undisputed deposit funds to Tenant within Five Business Days from the Termination of this Lease.

9. **OPERATING COSTS:**

A. "Operating Costs" as referred to in this Lease shall refer to all costs, fees, charges and expenses paid or incurred by Landlord regarding services to and in connection with operating, maintaining and repairing the Office/Warehouse Building and Office/Warehouse Building Area, or any part thereof, and common parking, open space and other areas associated with the Office/Warehouse Building and Office/Warehouse Building Area, in the manner deemed by Landlord to be reasonable and appropriate to the best interest of Landlord and its property, and/or the property of tenants (including Tenant) of the Office/Warehouse Building, consistent with the principles of sound real estate management. Operating Costs shall include by way of illustration only but not be limited to the following:

(1) Operating, repairing, lighting and cleaning the Office/Warehouse Building and Office/Warehouse Building Area, or any part thereof, as well as all costs incurred in removing snow, ice and debris therefrom and of policing and regulating traffic with respect thereto;

(2) Electricity, steam and fuel used in lighting, heating, ventilating, and air conditioning;

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(3) Maintenance and repair of mechanical and electrical equipment, including, but not limited to, plumbing, electrical, heating, ventilating, and air conditioning equipment;

(4) Security, painting, cleaning, window cleaning, waste removal and janitorial service, including equipment, uniforms, supplies, and sundries;

(5) Maintenance of the Office/warehouse Building Area and Office/Warehouse Building and other common areas, including, but not limited to, stairways, common area parking lots, and other common areas, and charges under maintenance and service contracts for mechanical equipment;

(6) Repainting and redecorating of all commonly used areas;

(7) Maintaining and repairing of pavement, curbs, walkways, roof, walls, windows, floors, drainage, pipes, ducts, conduits and similar items, lighting facilities, parking lot, landscaping (including replanting and replacing flowers and other plantings);

(8) Maintenance, management and other expenses and those matters required under covenants, agreements, and declarations;

(9) Depreciation of all machinery and equipment used for the above operations, amortization expenses, and increases related to the office/Warehouse Building Area;

(10) Taxes, sales and use taxes on supplies or services, any assessments and other charges referred to in recorded documents;

(11) Management fees, wages, salaries and compensation for all persons engaged in the Office/Warehouse Building Area and common area (including Landlord's share of all payroll taxes);

(12) Legal, accounting, and engineering fees and expenses;

(13) All other items which would be considered as procured or incurred in maintaining, operating, or repairing the office/Warehouse Building, Office/Warehouse Building Area, and Common Areas under sound accounting principles; and

(14) The cost of any capital improvement, reasonably amortized over the useful life thereof, that reduces other Operating Costs or is made in compliance with any law or governmental regulation, together with interest on such cost at the highest prime rate published in the Wall Street Journal at the time of completion of such improvement.

#### 10. **REAL ESTATE TAXES AND INSURANCE:**

A. Real Estate Taxes shall refer to all taxes or assessments levied by and paid to Anne Arundel County, the State of Maryland or any other governmental body or agency annually to

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satisfy the assessment levied on the Office/Warehouse Building and/or Office/Warehouse Building Area, and/or the Premises by such entities, including but not limited to all assessments, if any, levied or imposed by The Declaration of Uses and Restrictions dated November 11, 1976 and recorded among the Land Records of Anne Arundel County at Liber 2909, folio 352, Metropolitan District Charges, sewer service charges, and other similar charges included in Landlord's tax bill. If, at any time, during the Term, or any extension thereof, the method of taxation prevailing at the commencement of the Term, shall be altered or eliminated so as to cause the whole or any part of the items listed in the preceding sentence to be replaced by a levy, assessment or imposition, wholly or partly as a capital levy, or otherwise, on the rents or income received from the Office/Warehouse Building wholly or partly in place of an imposition on, or as a substitute for, or as an increase of, taxes in the nature of Real Estate Taxes levied or imposed against the Office/Warehouse Building, then the charge to Landlord resulting from such altered or replacement method of taxation shall be deemed to be within the definition of Real Estate Taxes as used herein. All reasonable expenses incurred by Landlord, including attorneys' fees and costs and expert witnesses fees, in contesting any increase in the assessment of the Office/Warehouse Building Area or Office/Warehouse Building shall be included as an item of Real Estate Taxes for purposes of this Lease.

B. Insurance shall refer to all premiums for insurance against fire, extended coverage, theft or other casualties, umbrellas, rental loss insurance, workmen's compensation insurance covering personnel, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring in and about the Office/Warehouse Building and Office/Warehouse Building Area, and plate glass window insurance.

#### 11. UTILITIES AND SERVICES:

A. Landlord shall provide heat for and to the Premises and the Office/Warehouse Building, the cost of which shall be included in Operating Costs as hereinabove defined. The Parties agree that any and every request of a private or public utility company or service regarding conservation and/or distribution of fuels and energy sources and that all applicable laws and rules, regulations and guidelines of any government or agency regulating the provision of these services, the use of utilities, or the conservation of utilities, or regulating the conservation of fuels and energy, if in conflict with this Lease, shall be controlling and that the Landlord shall not be liable for any disruption or discontinuance in the provision of these services resulting from Landlord's voluntary compliance with such requests, mandatory compliance with such laws, rules, regulations and guidelines, failures on the part of the utility company to supply the service or utility or other similar causes beyond Landlord's reasonable control, including shutdowns due to temporary repairs, unless the disruption or discontinuance is attributable to a grossly unreasonable act and/or grossly unreasonable omission of Landlord. Tenant shall be responsible, liable, and pay for all costs, usage fees, and utility consumption charges required for the Premises to the appropriate entity providing the services contemplated herein.

B. Landlord and Tenant further agree that Tenant shall be responsible, liable and obligated for the capital costs and expenses and the repair and maintenance costs and expenses of whatever kind or nature regarding, associated with or allocated to all improvements of whatever kind or nature within the Premises and/or located anywhere within the Office/Warehouse Building and/or Office/Warehouse Building Area that are exclusive to the use by Tenant and/or for servicing the

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Premises including but not limited to the air conditioning unit, vents, etc. on the roof of the Office/Warehouse Building designed and installed for the use of the Premises.

**12. TENANT'S ACCEPTANCE OF PREMISES:**

A. By occupying the Premises Tenant accepts them in their present "as-is, where-is" condition and acknowledges they are suited for their intended use and agrees that Landlord shall not be required to make any repairs or improvements.

B. Tenant, shall, at Tenant's sole cost and expense, comply promptly with all statutes, laws, ordinances, orders, regulations and requirements of the Federal, State and Local Governments and any and all of said departments and Bureaus, and of the Board of Fire Underwriters applicable to Tenant's use of the Premises, for the correction, prevention and abatement of nuisances or violations in, upon or connected with the Premises during the Term and for the prevention of fires; provided, however, that Landlord and not Tenant shall make all structural changes and correct all structural defects in the Office/Warehouse Building necessary to comply with requirements of law, and make all repairs, changes or alternations necessary because the Office/Warehouse Building was not constructed in compliance with any of said statutes, ordinances, laws, orders, regulations or requirements.

C. Tenant shall not use or occupy the Premises in violation of any certificate of occupancy, permit or other governmental consent issued for the Building. Landlord warrants that the Premises are zoned W-1B for Anne Arundel County, MD and that general office use is an approved uses per that zoning. If any governmental authority, after the commencement of the Term, shall contend or declare that the Premises are being used for a purpose which is in violation of such certificate of occupancy, permit, or consent, then Tenant shall, upon five (5) days notice from Landlord, immediately discontinue such use of the Premises. If thereafter the governmental authority asserting such violation threatens, commences or continues criminal or civil proceedings against Landlord for Tenant's failure to discontinue such use, in addition to any and all rights, privileges and remedies given to Landlord under this Lease for default therein, Landlord shall have the right to terminate this Lease forthwith. Tenant shall indemnify and hold Landlord harmless of and from any and all liability for any such violation or violations.

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**13. ALTERATIONS AND IMPROVEMENTS:**

A. Tenant will not make or cause to be made any alterations or improvements to the Premises, the Office/Warehouse Building or the Office/Warehouse Building Area without first obtaining Landlord's written approval of such alterations or improvements, provided, however, that any and all improvements to the Premises, the Office/Warehouse Building or the Office/Warehouse Building Area, made or caused to be made by Tenant shall be constructed in a good and workmanlike manner, consistent with the quality and appearance of the Office/Warehouse Building. Tenant agrees that, in the absence of a written agreement to the contrary, any improvements made by it shall immediately become the property of Landlord and shall not be removed by Tenant unless required to do so by Landlord. Tenant will install additional electrical wiring required for the Tenant's use only with Landlord's written approval. Tenant will not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Office/Warehouse Building without first obtaining



Landlord's written consent. Tenant shall upon the removal of any improvements restore the Premises to their condition at the time of the execution of this Lease, excepting normal wear and tear. In the event Landlord has approved the plans and specifications for Tenant alterations and improvements, Landlord shall have the right but not the duty of reasonable oversight, inspection, and supervision of the construction process of all Tenant improvements to assure compliance with the plans and specifications and all Local, County, State and Federal building, zoning, subdivision, code, ordinances, laws, regulations, etc.

B. **DISCHARGE OF MECHANIC'S LIEN.** Tenant shall be in breach hereunder if Tenant causes or suffers to be done any act whereby Tenant's interest in the leased Premises or any part thereof may be encumbered by any mechanic's lien. If, notwithstanding the aforementioned sentence, Tenant shall cause the Premises, the Office/Warehouse Building or the Office/Warehouse Building Area to be so encumbered by a mechanic's lien, Tenant shall within ten (10) days after receipt of prior written notice from Landlord discharge or bond to Landlord's satisfaction any mechanic's lien for materials or labor claimed to have been furnished to the Tenant's behalf. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit; nor shall any mechanic's lien or materialmen's lien attach to or encumber the reversionary, leasehold or the other estate or interest of the Landlord in and to Premises, or the Office/Warehouse Building or the Office/Warehouse Building Area.

14. **REPAIRS AND OPERATION:**

A. Landlord will keep the exterior of the Premises in repair unless the need for structural repairs is caused by the carelessness or negligence of Tenant, its agents, employees or servants, in which event Tenant shall be responsible for the costs of such repairs. Tenant shall promptly give Landlord written notice of the necessity for such repairs regardless of cause. Landlord agrees that at the Commencement Date the HVAC units serving the Premises shall be in good operating order. Tenant agrees to enter into and maintain a maintenance agreement with a reputable HVAC contractor acceptable to Landlord to provide quarterly maintenance service in order to properly maintain and repair all HVAC units currently servicing the Premises, and will furnish to Landlord a copy of such current maintenance policy at all times during this Lease.

B. Tenant will keep the interior of the Premises clean and in good repair; will surrender them in as good condition as when received, excepting depreciation caused by ordinary wear and tear, damage by fire or other insured casualty, unavoidable accident or Act of God; will not overload the electrical wiring serving the Premises; will maintain all mechanical equipment and sound producing or reproducing equipment it owns or operates in the Office/Warehouse Building Area in good working order free from vibrations or noise which may interfere with the quiet enjoyment of others of the Office/Warehouse Building Area; will receive and ship articles in and out of the Office/Warehouse Building through the loading dock and/or drive-in garage facilities only; will replace promptly with glass of like kind and quality any glass in the Premises which may become broken or cracked and will not, without the prior written approval of Landlord, place any sign, advertisement or decoration on the exterior, window or door of the Premises which is visible from the exterior of the Premises.

C. Tenant will pay for all damage to the Office/Warehouse Building, its fixtures

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17. **TENANT'S INSURANCE:**

A. Tenant will keep in force at its expense as long as its Lease remains in effect and during such other time as Tenant occupies the Premises or any part thereof: (i) general public liability insurance, including contractual liability, with respect to the Premises in companies and in form acceptable to Landlord, to afford protection to the limit, per occurrence of not less than Two Million Dollars (\$2,000,000.00) with respect to personal injury, death and property damage; and (ii) all-risk insurance written at replacement cost value on Tenant's personal property, trade fixtures, floor coverings, furniture and other property removable by Tenant and Tenant's leasehold improvements installed by it pursuant to the terms of this Lease, or shall agree to make no claim against Landlord's policy for any such losses. Tenant will further deposit with Landlord certificates of such insurance policies, which policies shall name Landlord and/or its designee as additional insureds, and shall also contain a provision stating that such policy or policies shall not be canceled except after thirty (30) days written notice to Landlord and/or its designee. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of local workmen's compensation or similar statutes, Tenant shall also keep in force, at its expense, so long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits. All casualty insurance policies required to be procured by Tenant as set forth herein shall contain an express waiver of any right of subrogation by the insurance company against the Landlord.

B. Tenant shall, require any contractor of Tenant who is to perform work on the Premises to keep in force at contractor's expense during such times as contractor is working in the Premises in accordance with the terms of this Lease; (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage in companies and in form acceptable to Landlord to afford protection to the limit, per occurrence of not less than Two Million Dollars (\$ 2,000,000.00) with respect to personal injury or death, and One Million Dollars (\$ 1,000,000.00) with respect to property damage. Tenant will cause Tenant's contractors to deposit the policy or policies of such insurance or certificates thereof with Landlord prior to commencing any such work, which policies shall name Landlord or its designee as additional insureds, and shall also contain a provision stating that such policy or policies shall not be canceled except after thirty (30) days written notice to Landlord. Tenant shall also require its contractors to keep in effect workmen's compensation or similar insurance affording statutory coverage and containing statutory limits during the period such contractor is performing work in the Premises on Tenant's behalf. In addition, Tenant shall indemnify Landlord pursuant to Section 18 with respect to any aforesaid work and contractors.

C. If Tenant shall not comply with its covenants made in this Section 17, Landlord may cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay, as Additional Rent, the premium for such insurance upon Landlord's demand.

D. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything

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17. **TENANT'S INSURANCE:**

A. Tenant will keep in force at its expense as long as its Lease remains in effect and during such other time as Tenant occupies the Premises or any part thereof: (i) general public liability insurance, including contractual liability, with respect to the Premises in companies and in form acceptable to Landlord, to afford protection to the limit, per occurrence of not less than Two Million Dollars (\$2,000,000.00) with respect to personal injury, death and property damage; and (ii) all-risk insurance written at replacement cost value on Tenant's personal property, trade fixtures, floor coverings, furniture and other property removable by Tenant and Tenant's leasehold improvements installed by it pursuant to the terms of this Lease, or shall agree to make no claim against Landlord's policy for any such losses. Tenant will further deposit with Landlord certificates of such insurance policies, which policies shall name Landlord and/or its designee as additional insureds, and shall also contain a provision stating that such policy or policies shall not be canceled except after thirty (30) days written notice to Landlord and/or its designee. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of local workmen's compensation or similar statutes, Tenant shall also keep in force, at its expense, so long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits. All casualty insurance policies required to be procured by Tenant as set forth herein shall contain an express waiver of any right of subrogation by the insurance company against the Landlord.

B. Tenant shall, require any contractor of Tenant who is to perform work on the Premises to keep in force at contractor's expense during such times as contractor is working in the Premises in accordance with the terms of this Lease; (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage in companies and in form acceptable to Landlord to afford protection to the limit, per occurrence of not less than Two Million Dollars (\$ 2,000,000.00) with respect to personal injury or death, and One Million Dollars (\$ 1,000,000.00) with respect to property damage. Tenant will cause Tenant's contractors to deposit the policy or policies of such insurance or certificates thereof with Landlord prior to commencing any such work, which policies shall name Landlord or its designee as additional insureds, and shall also contain a provision stating that such policy or policies shall not be canceled except after thirty (30) days written notice to Landlord. Tenant shall also require its contractors to keep in effect workmen's compensation or similar insurance affording statutory coverage and containing statutory limits during the period such contractor is performing work in the Premises on Tenant's behalf. In addition, Tenant shall indemnify Landlord pursuant to Section 18 with respect to any aforesaid work and contractors.

C. If Tenant shall not comply with its covenants made in this Section 17, Landlord may cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay, as Additional Rent, the premium for such insurance upon Landlord's demand.

D. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything

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in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Office/Warehouse Building Area to be increased beyond the rate from time to time applicable to the Premises or to any such property for the use or uses made thereof. Tenant will pay, as Additional Rent, the amount of any such increase upon Landlord's demand.

E. Landlord, its agents and employees shall not be liable to Tenant for (i) any damage to property of the Tenant either entrusted to persons employed by Landlord to provide services for or stored in or on the Premises, Office/Warehouse Building or the Office/Warehouse Building Area; or (ii) any injury or damage to persons, to property, or to the business or the Tenant, resulting from any latent or apparent defect or change or condition in the Premises, the Office/Warehouse Building or the Office/Warehouse Building Area, crime, accident, natural disorder, electrical, mechanical or plumbing equipment or works, water, damage by other tenants or persons in the Office/Warehouse Building, interference with the light or other incorporeal hereditaments, operations in the construction or any public or quasi-public work, or for any other cause not the result of the act or omission of Landlord.

F. Tenant may maintain fire and casualty insurance covering its personal property and trade fixtures, but not covering the Premises.

**18. INDEMNIFICATION:**

A. Tenant will indemnify and defend, at Landlord's option, Landlord and save it harmless and defend, at Landlord's option, from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with (i) loss of life, personal injury, and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises, the Office/Warehouse Building or the Office/Warehouse Building Area or any other part of Landlord's property, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, or invitees; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Lease to be fulfilled, kept, observed or performed by Tenant.

**19. FIRE AND OTHER CASUALTY:**

A. In the event the Premises is damaged by fire or other casualty not the result of any act or omission of Tenant, its agents, contractors, employees, or invitees, and after Tenant notifies Landlord, an equitable reduction of Rent shall be allowed for the period the Premises is unusable. This Lease shall continue in full force and effect and, subject to force majeure as defined in Section 20 and Subsection (c) of this Section 19, and delays in making of insurance adjustments, Landlord shall repair the Premises. Landlord shall not be required to expend sums in excess of the insurance proceeds it receives to repair the Premises.

B. If the Premises is damaged by fire or other casualty which is the result of the act or omission of Tenant before or after the commencement of the Term, or if the Office/Warehouse



Building is so damaged that Landlord decides not to make repairs and to demolish it, upon notice to Tenant given within forty-five (45) days following the fire or other casualty, the Term of this Lease shall cease and terminate, and the accrued Rent and Additional Rent, if any, shall be paid up to the time of the occurrence causing such termination. All proceeds of insurance payable as a result of fire or other casualty, shall be the property of Landlord.

C. In the event of fire or other casualty not the result of any act or omission of Tenant which renders the Premises materially and substantially unusable for a period longer than one hundred and twenty (120) days from the event, Tenant shall have the right at its election to Terminate this Lease.

20. **FORCE MAJEURE:**

Landlord shall be excused for the period of any delay in the performance of any obligation when the delay is due to any cause or causes beyond its control, which include but are not limited to all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing.

21. **CONDEMNATION:**

A. If, during the term of this Lease, all or a substantial part of the Premises shall be taken by or under power of eminent domain, this Lease shall terminate as of, and the Rent shall be apportioned to and abate from and after, the date of taking. Tenant shall have no right to participate in any award or damages for such taking and hereby assigns all of its right, title and interest therein to Landlord. For the purposes of this paragraph, "a substantial part of the Premises" shall mean such part that, in Tenant's reasonable determination, the remainder thereof is rendered inadequate for the Tenant's business and that such remainder cannot practicably be repaired and improved so as to be rendered adequate to permit Tenant to carry on its business with substantially the same efficiency as before the taking.

B. If, during the Lease term, less than a substantial part of the Premises (as hereinabove defined) is taken by or under power of eminent domain, this Lease shall remain in full force and effect according to its terms; and Tenant shall not have the right to participate in any award or damages for such taking and Tenant hereby assigns all of its right, title and interest in and to the award to Landlord. In such event Landlord shall, at its expense, promptly make such repairs and improvements as shall be necessary to make the remainder of the Premises adequate to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the taking; provided that in no event shall Landlord be required to expend an amount in excess of the award received by Landlord for such taking. If, as a result of such taking, any part of the Premises is rendered permanently unusable, the Rent reserved hereunder shall be reduced in such amount as may be fair and reasonable, which amount shall not exceed the proportion which the area so taken or made unusable bears to the total area which was usable by Tenant prior to the taking. If the taking does not render any part of the Premises unusable, there shall be no abatement of Rent.

C. For purposes of this section, "taking" shall include a negotiated sale or lease and transfer of possession to a condemning authority under bona fide threat of condemnation for

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public use, and Landlord alone shall have the right to negotiate with the condemning authority and conduct and settle all litigation connected with the condemnation. As hereinabove used, the words "award or damages" shall, in the event of such sale or settlement, include the purchase or settlement price.

D. Nothing herein shall be deemed to prevent Tenant from claiming and receiving from the condemning authority, if legally payable, a separate award or compensation for the taking of Tenant's own tangible property and such amount as may be payable by statute or ordinance toward Tenant's damages for removal and relocation expenses.

**22. NO ASSIGNMENT OR SUBLETTING:**

A. Notwithstanding any references to assignees, subtenants, concessionaires or other similar entities in this Lease, without Landlord's written consent, which consent shall be granted in the Landlord's sole and absolute judgment, Tenant shall not (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Premises or any part thereof, (iii) grant any license or concession for all or any part of the Premises, or (iv) permit the assignment or other transfer of the Lease or any of Tenant's rights hereunder by operation of law. Any such attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Premises in violation of the foregoing sentence, whether voluntary or involuntary or by operation of law or otherwise, shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, licensee, concessionaire or occupant, and shall, at Landlord's option, terminate this Lease without relieving Tenant of any of its obligations hereunder for the balance of the Term. In the event that Tenant, notwithstanding the foregoing prohibition, assigns or in any manner transfers this Lease or any estate or interest herein, Tenant shall remain liable for any of its obligations hereunder. The sale, issuance, or transfer of any voting capital stock, of Tenant or Tenant's Guarantor or any corporate entity which directly or indirectly controls Tenant, which results in a change in the voting control of Tenant, or any corporate entity which directly or indirectly controls Tenant shall be deemed to be an assignment of this Lease within the meaning of this Section. If the Tenant is a partnership, a limited liability company or an unincorporated association, then the sale, issuance or transfer of a majority interest in Tenant, or the transfer of a majority interest in or a change in the voting control of any partnership, limited liability company or unincorporated association or corporation which directly or indirectly controls Tenant, or the transfer of any portion or all of any general partnership or managing partnership or member interest, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section 22. The consent by Landlord to any assignment, transfer, or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease. Violation(s) of the foregoing shall constitute a default under the provisions of Section 24. Any costs and expenses, including attorney's fees, incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as additional rent.

B. In the event of an assignment or transfer of Tenant's interest in this Lease, or



a sublease of all or a portion of the Premises, to a third party, any monthly rent or other payment accruing to Tenant as the result of any such assignment, transfer or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer, or sublease, which is in excess of the rent then payable by Tenant under the Lease shall be paid by Tenant to Landlord monthly as Additional Rent. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature. Notwithstanding any assignment, subletting or transfer of this Lease or Tenant's right hereunder, Tenant shall remain fully liable on this Lease and for the performance of all terms, covenants and provisions of this Lease.

C. In the event Landlord elects to terminate this Lease pursuant to Section 22(A) above, Landlord agrees to provide Tenant written notice of its election and Tenant shall have fifteen (15) days to cure its default; provided however that any failure to provide notice by Landlord to Tenant shall not void, negate, remove, abate, waive Landlord's right to terminate.

### 23. **PERFORMANCE BY TENANT:**

Tenant covenants that it will perform all agreements expressed on its part to be performed, and that it will promptly, upon receipt of written notice specifying action desired by Landlord in connection with any such covenant, except the covenant to pay Rent, commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord, then Landlord may, at its option, enter upon the Premises and do the things specified in the notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, as Additional Rent, any expense incurred by Landlord in taking such action.

### 24. **DEFAULTS AND REMEDIES:**

A. **LANDLORD.** If the Rent and all other sums of money which may be considered Additional Rent in whole or in part are not paid when due, Landlord may distrain upon Tenant's goods located on the Premises. In the event; (i) Tenant shall breach the covenant to pay Rent by failing to pay Rent or all other sums of money which may be considered Additional rent when due, (ii) the Premises shall be deserted or vacated, (iii) the Tenant shall fail to comply with any term, provision, condition or covenant of this Lease other than as set forth in (i) above, or any of the Rules and Regulations now or hereafter established for the government of the Premises, Office/Warehouse Building and Office/Warehouse Building Area, and shall not cure such default within the time specified by Landlord after Landlord delivers to Tenant of such default, (iv) any petition or other proceeding is filed by or against Tenant under the National Bankruptcy Act, as amended, or any proceeding provided by the applicable law of Maryland in the nature of a bankruptcy or for the benefit of creditors, (v) Tenant shall become insolvent or make a transfer for the benefit of creditors, (vi) Tenant shall make an assignment for the benefit of creditors, (vii) the leasehold interest is levied on under execution -- in any such events, Landlord shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or equity by this Lease:

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(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; but if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to any other remedy Tenant may have for possession or arrearages in Base Rent, Additional Rent or damages for breach of contract, enter upon the Premises and remove Tenant and his effects by force if necessary, without being liable to prosecution or any claim for damages; and Tenant agrees to indemnify Landlord for all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the Premises, or through decrease in Base Rent, or otherwise. In the event of such termination, Landlord may, at its option, declare the entire amount of the Base Rent which would become due and payable during the remainder of the Term to be immediately due and payable, in which event Tenant agrees to pay the same at once, together with all Base Rents and Additional Rents due to Landlord. Such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Base Rent for the remainder of the Term. Upon making such payment, Tenant shall be entitled to receive from Landlord all Base Rents received by Landlord from other tenants on account of the Premises during the term of this Lease, provided, however, that the monies to which the Tenant shall so become entitled shall in no event exceed the entire amount payable by Tenant to Landlord as Rent and Additional Rent.

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(b) Enter the Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages and relet the Premises as the agent of the Tenant and receive the Base Rent therefor, and the Tenant shall pay on demand to the Landlord any deficiency that may arise by reason of such reletting, as well as Landlord's costs of the reletting, including brokerage fees, costs of any alterations or improvements made by Landlord for the new tenant, reasonable legal fees incurred by Landlord and similar expenses.

(c) Perfect and otherwise enforce a lien, which Tenant agrees that Landlord shall have, on all personal property, fixtures and trade fixtures of Tenant, presently existing or subsequently acquired, placed in the Premises by or for the benefit of Tenant.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided by this Lease or by Law. Tenant hereby covenants and agrees to pay to Landlord as Additional Rent, promptly upon demand, all costs and expenses incurred by Landlord in enforcing any and every provision of this Lease and/or in pursuing any remedy for default of this Lease. In the event of any legal dispute between Landlord and Tenant arising under this Lease or on account of Tenant's occupancy of the Premises, the prevailing party shall be entitled to an award of court costs and reasonable attorney's fees, including, but not limited to, the costs of preparation of documents and



the filing of any and all papers with the courts, and the costs of depositions and investigations.

B. **LANDLORD AND TENANT.** Landlord and Tenant hereby waive trial by jury in any action or proceeding or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly arising out of or with respect to the Lease, including without limitation, the relationship of Landlord and Tenant, the use and occupancy by Tenant of the Premises, any statutory remedy and/or any claim or injury or damage regarding the Lease, and/or the relationship of Landlord and Tenant, and any emergency.

C. **NOTICE.** In the event of a default by Tenant in payment of rent or other monetary sum due by Tenant under this Lease, Landlord agrees to provide Tenant with notice, as provided herein in Section 41, of the default. Tenant shall have the right to (i) cure any monetary default within ten (10) days of Landlord's notice, provided that notwithstanding the foregoing, Landlord shall only be required to give Tenant two (2) such notices as to nonpayment of rent within any calendar year during the Term, and (ii) commence the curing of a non-monetary default within ten (10) days of Landlord's notice. In the case of a non-monetary default, Tenant shall use its best efforts and due diligence in eliminating the event or circumstances which give rise to the non-monetary default. Landlord's failure to provide notice shall not waive, abate, defer, release, prevent, estop Landlord from proceeding with any or all of its remedies provided for Landlord in this Lease or at law or at equity.

25. **PERSONALTY OF TENANT:**

If Tenant shall not remove all of its personal property from the Premises at the termination of this Lease, Landlord may remove all or part of that property in any manner Landlord chooses and may store the same without liability to Tenant for its loss or damage. Tenant shall be liable to Landlord for all expenses incurred in the removal and storage of Tenant's personal property.

26. **APPLICABLE LAW:**

This Lease shall be construed according to the laws of the State of Maryland.

27. **CAPTIONS AND HEADINGS:**

The captions and headings throughout this Lease are for convenience and reference only, and shall in no way affect the interpretation, construction or meaning of any provision of this Lease.

28. **ADDITIONAL RENT:**

All monetary sums payable by Tenant in accordance with the provisions of this Lease shall be deemed to be Additional Rent and shall be collectible as such by Landlord.

29. **JOINT AND SEVERAL LIABILITY:**

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In the event that two (2) or more parties shall sign this Lease as Tenant, the liability of each such party to pay Rent and perform all other covenants of this Lease shall be joint and several.

**30. NO DISCRIMINATION:**

Landlord requires the Office/Warehouse Building be operated in such a manner so that all tenants, and their customers, employees, licensees and invitees shall have an equal opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Office/Warehouse Building without discrimination because of race, creed, color, sex, age, national origin or ancestry. Tenant agrees not to discriminate in the conduct and operation of the business in the Premises against any person or group of persons because of race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

**31. NO OPTION:**

The submission of this Lease to Tenant for execution does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery to Tenant by Landlord.

**32. SEVERABILITY:**

If the application of any term or provision of this Lease, whether in whole or in part, be held invalid or unenforceable, in general or in any instance, the remainder of this Lease shall not be affected by such holding and shall be fully enforced.

**33. INTEGRATION OF AGREEMENTS:**

This writing including all Exhibits is intended by the Parties as a final expression of their agreement and is a complete and exclusive statement of its terms and all negotiations, considerations and representations between the Parties are incorporated. No course of prior dealings between the Parties are admissible to supplement, explain, or vary any or the terms of this Lease. Acceptance of, or acquiescence to a course of performance rendered under this Lease or any prior agreement between the Parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms or covenants of this Lease. Other than as specifically set forth in this Lease, no representations, understandings, or agreements have been made or relied upon in the making of this Lease. This Lease can only be modified by a writing signed by each of the Parties or their agents.

**34. THIRD PARTY BENEFICIARY:**

Nothing herein contained in this Lease shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

**35. NO WAIVER:**

The failure of Landlord to insist, in any one or more instances, upon a strict



performance of any of the covenants or to exercise any option contained in this Lease shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, and the same shall continue and remain in full force and effect. The receipt by Landlord of Rent or Additional Rent coupled with knowledge of the breach of any covenant of this Lease shall not be a waiver of such breach. The acceptance by Landlord of any partial payment of Rent or Additional Rent shall not be a waiver of Tenant's obligation to make full payment thereof.

**36. REAL ESTATE BROKER:**

Landlord and Tenant warrant that no real estate broker or brokerage firm other than Colliers International (the "Broker") has participated in bringing about this Lease and Landlord and Tenant agree to hold each other harmless and to indemnify each other from all claims of others arising out of the negotiation or entering into of this Lease. Landlord agrees to pay the Broker a commission for services in connection with this Lease pursuant to a separate agreement between Landlord and the Broker.

**37. ENVIRONMENTAL:**

**A. DEFINITIONS.** For the purposes of this Lease, the following terms shall have the meanings specified:

(1) "Hazardous Materials" means hazardous wastes, hazardous substances, toxic substances, oil, petroleum products and their byproducts, asbestos, polychlorinated biphenyls (PCBs), radon, pollutants, and contaminants, as those terms are defined by the Environmental Laws, and any other substance that is required by or forms the basis of liability under the Environmental Laws or constitutes a hazard to human health or the environment, including, but not limited to, medical and dental products, byproducts and waste and biologically and chemically active substances and materials;

(2) "Environmental Laws" means all laws, ordinances, statutes, regulations, rules, orders and decrees of any federal, state or local governmental agency relating to the protection of human health or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Coastal Zone Management Act, 16 U.S.C. Section 1451 et seq., and the Flood Disaster Protection Act, 42 U.S.C. Section 4001 et seq.

**B. TENANT'S COVENANTS.** Neither Tenant nor any person or entity acting by, through or under Tenant, including but not limited to, Tenant's agents, employees and contractors (collectively, "Controlled Persons") shall (either with or without negligence) cause or permit the release, leak, discharge, spill, disposal or emission of Hazardous Materials in, on, under or from the Premises, Office Building or Office Building Area (collectively, the "Property"). Neither Tenant nor any Controlled Person shall bring onto or generate at, or permit to be brought onto or generated at, the Property any Hazardous Materials except in the ordinary course of



Tenant's business and then only after written notice to Landlord identifying such Hazardous Materials and detailing Tenant's plan for the proper transportation, use, storage and disposal thereof, which disposal shall in no instance be in, on or under the Property. Any Hazardous Materials permitted to be brought onto or generated at the Property shall be transported, used, stored and disposed of in strict accordance with all Environmental Laws and the highest prevailing industry standards relating thereto. Tenant shall be solely responsible for the disposal of all Hazardous Materials brought onto or generated at the Property by Tenant or any Controlled Person and shall not commingle such Hazardous Materials with any trash or waste disposed of by Landlord. Landlord, at Tenant's sole cost and expense, shall be permitted to do such testing and investigation as Landlord may elect to determine compliance by Tenant with this Section 37; provided, however, that such testing and investigation shall not be performed more than once per year unless required by any lender or Environmental Law. Tenant shall execute such affidavits, representations and certificates as Landlord may, from time to time, reasonably request concerning Tenant's knowledge of Hazardous Materials at the Property and Tenant's compliance with Environmental Laws and this Section 37.

**C. TENANT'S INDEMNIFICATION.** Tenant agrees to indemnify and hold harmless Landlord and, upon request, defend Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials brought onto, generated at, transported to or from, used or stored at or released, leaked, discharged, spilled, disposed of or emitted in, on, under or from the Property by Tenant or any Controlled Person. The provisions of this Section 38 shall survive the expiration or earlier termination of this Lease.

**38. CORPORATE TENANT:**

Tenant is a Maryland corporation; the undersigned officer of Tenant hereby warrants and certifies to Landlord that Tenant is a nonprofit corporation in good standing and duly organized under the laws of the State of Maryland. The undersigned officer of Tenant hereby further warrants and certifies to Landlord that he, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his signature thereto.

**39. TIME OF ESSENCE:**

Time shall be of the essence of this Office/Warehouse Lease Agreement.

**40. LANDLORD'S LIMITATION ON LIABILITY:**

If the Landlord or any successor in interest shall be an individual, joint venture, tenancy in common, firm, or partnership, general or limited, there shall be no personal liability on such individual or on the members of such joint venture, tenancy in common, firm, or partnership, or on such joint venture, tenant in common, firm, or partnership, in respect to any of the covenants or conditions of this Lease or arising out of the occupancy by Tenant of the Premises. The Tenant shall look solely to Landlord's interest in the leasehold estate for the Office/Warehouse Building Area and





there shall be no other liability of Landlord to Tenant for the satisfaction of the remedies of the Tenant in the event of a breach by the Landlord of any of the covenants or conditions of this Lease.

**41. NOTICES:**

If either party desires to give notice to the other, or is otherwise required to pursuant to this Lease, in connection with and in accordance to the terms of this Lease, such Notice shall be given in writing by certified mail, return receipt requested, directed to the addressees and addresses specified in Section 1.O. Unless otherwise specified in this Lease with respect to a particular notice, the date of notice shall be deemed to be the date of actual receipt or four (4) days after mailing, whichever first occurs. Either party may change the place at which notice is to be given by written notice in the manner set forth in this Section.

**IN WITNESS WHEREOF**, the Parties hereto have executed this above written.

**WITNESS:**

**LANDLORD:**

**HMC LIMITED PARTNERSHIP**  
a Maryland limited partnership

**BY: GREYHOUND INVESTMENTS, LTD.**

*BY*

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Dwight S. Platt Jr., President

**WITNESS:**

**TENANT:**

**ORPE HUMAN RIGHTS ADVOCATES**

By: *Edward T. Moises* (SEAL)  
Edward T. Moises, President

**ACKNOWLEDGMENT OF LANDLORD**

**STATE OF MARYLAND, COUNTY OF \_\_\_\_\_**, to wit:

**I HEREBY CERTIFY**, that on this \_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared DWIGHT S. PLATT JR., who acknowledged himself to be the President of PLATT REALTY CORPORATION (the



"Corporation") acting in its capacity as General Partner of SP LIMITED PARTNERSHIP, a Maryland limited partnership (the "Limited Partnership") and that he, as such Officer, being authorized so to do, executed the foregoing instrument on behalf of the said Corporation acting in its capacity as General Partner of the Limited Partnership, for the purposes therein contained.

**WITNESS** my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

**ACKNOWLEDGEMENT OF TENANT**

**STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward T. Moises, who acknowledged himself to be the President of ORPE Human Rights Advocates, a Maryland Non-Profit corporation, ("Corporation") and that he, as such, being authorized so to do, executed the foregoing Lease Agreement for the purposes therein contained by signing the name of the Corporation by herself as such.

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**WITNESS** my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

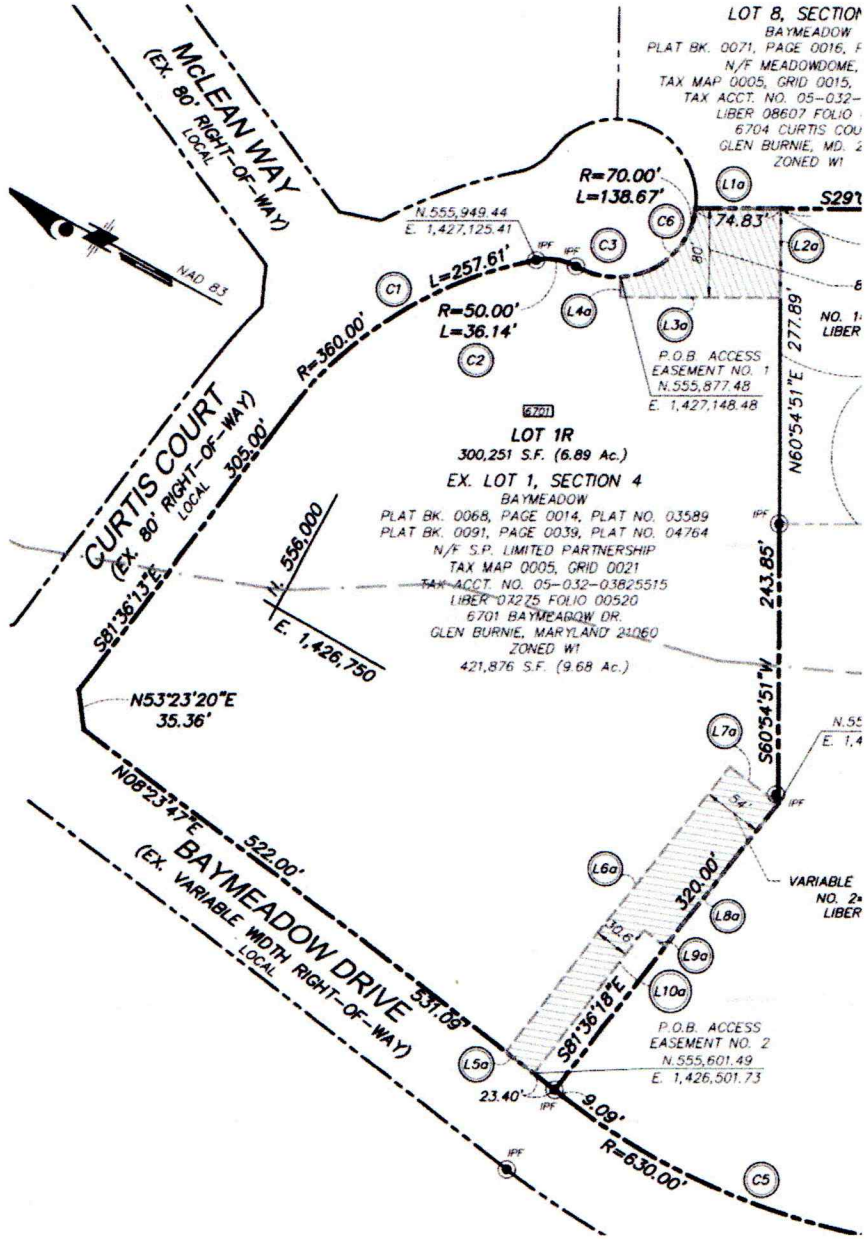






EXHIBIT B

DESCRIPTION OF OFFICE/WAREHOUSE BUILDING AREA



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EXHIBIT C

OPERATING BUDGET

	<u>2022 Budget</u>	<u>2022 Per SF Cost</u>
Management Fees	\$ 25,000.00	\$ 0.29
Electricity	\$ 6,000.00	\$ 0.07
Water & Sewer	\$ 3,500.00	\$ 0.04
Gas	\$ 17,000.00	\$ 0.20
Security Contracts	\$ 6,500.00	\$ 0.08
Snow Removal	\$ 10,000.00	\$ 0.12
Window Cleaning	\$ 600.00	\$ 0.01
Landscaping	\$ 8,000.00	\$ 0.09
Boiler	\$ 9,000.00	\$ 0.10
Electrical Repairs	\$ 3,000.00	\$ 0.03
General Building Repairs	\$ 8,000.00	\$ 0.09
Roof Repairs	\$ 7,500.00	\$ 0.09
Parking Lot Repairs	\$ 25,000.00	\$ 0.29
Generator Maintenance	\$ 10,000.00	\$ 0.12
<b>TOTAL OPERATING COSTS</b>	<b>\$ 139,100.00</b>	<b>\$ 1.61</b>
Property Insurance	\$ 8,507.00	\$ 0.10
Real Estate Taxes	\$ 76,500.00	\$ 0.89
<b>TOTAL INSURANCE &amp; TAXES</b>	<b>\$ 85,007.00</b>	<b>\$ 0.98</b>
<b>TOTAL BUILDING EXPENSES</b>	<b>\$ 224,107.00</b>	<b>\$ 2.60</b>

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**EXHIBIT D**

**CURRENT RULES AND REGULATIONS**

**OFFICE/WAREHOUSE LEASE AGREEMENT**

**by and between**

**SP LIMITED PARTNERSHIP**

**and**

**ORPE HUMAN RIGHTS ADVOCATES**

1. Tenant shall not obstruct or permit its agents, servants, employees, customers, contractors, visitors or licensees to obstruct, in any way, the sidewalks, entry passages, corridors, halls or stairways of the Office/Warehouse Building or the Office/Warehouse Building Area, or use the same in any other way than as a means of passage to and from the office of Tenant; bring in, store, use any materials in the office Building or the Office/Warehouse Building Area which could cause a fire or an explosion or produce any fumes or vapor; make or permit any improper or disturbing noises; throw substances of any kind out of windows or doors, or down passages or passageways; or place anything upon the window sills, or clean the windows. Any trash or rubbish created by Tenant's moving into the Premises, or any heavy or excessive waste materials resulting from Tenant's occupancy and use of the Premises, shall be removed from the Premises by Tenant at Tenant's sole cost and expense.

2. Plumbing facilities shall not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

3. Tenant shall not (i) obstruct the windows, or doors, partitions, and lights that reflect or admit light into the halls or other places in the Office/Warehouse Building, or (ii) inscribe, paint, affix, partition, or other part of the interior or exterior of the Office/Warehouse Building or the Office/Warehouse Building Area without the prior written consent of Landlord. If such consent be given by Landlord, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Landlord, or a contractor approved by Landlord, but the cost of the same shall be charged to and paid by Tenant, and Tenant agrees to pay the same promptly, upon demand.

4. When electric wiring of any kind is introduced, it must be connected as directed by Landlord, and no stringing or cutting of wires will be allowed, except with the prior written consent of Landlord, and shall be done only by contractors approved by Landlord. No tenant shall lay linoleum or other similar floor covering so that the same shall be in direct contact with the floor of the Premises; and if linoleum or other similar floor covering is desired to be used, an interlining of

builder's deadening felt shall be first affixed to the floor by a paste or other material, the use of cement or other similar adhesive material being expressly prohibited.

5. Landlord shall not be responsible to Tenant for any loss of property from the Premises however occurring, or for any damage done to the effects of Tenant by any other person or any other cause.

6. Tenant shall not conduct, or permit any other person to conduct, any auction upon the Premises; manufacture or store goods, wares or merchandise upon the Premises, without the prior written approval of Landlord, except the storage of usual supplies and inventory to be used by Tenant in the conduct of its business; permit the Premises to be used for gambling; make any unusual noises in the Office/Warehouse Building; permit to be played any musical instrument in the Leased Premises; permit to be played any radio, television, recorded or wired music in such a loud manner as to disturb or annoy other tenants; or permit any unusual odors to be produced upon the Leased Premises. Tenant shall not occupy or permit any portion of the Leased Premises to be occupied as an office for a public stenographer or typewriter, or for the storage, manufacture, or sale of intoxicating beverages, narcotics, tobacco in any form, or as a barber or manicure shop.

7. No awnings or other projections shall be attached to the outside walls of the Office/Warehouse Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of Landlord. Such awnings, curtains, blinds and shades must be of a quality, type, design, and color approved by Landlord and attached in a manner approved by Landlord.

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8. Canvassing, soliciting and peddling in the Office/Warehouse Building and the Office/Warehouse Building Area are prohibited, and Tenant shall cooperate to prevent the same.

9. Tenant, before closing and leaving the Leased Premises at the end of business hours each day, shall insure that all windows are closed and all entrance doors locked, and shall turn off all lights and all standard electrical office equipment.

10. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Office/Warehouse Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

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

(a) the right to change address of the Office/Warehouse Building, without incurring any liability to Tenant for so doing;



**EXHIBIT E**

**SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between ORPE Human Rights Advocates, having its principal office at 6701 Baymeadow Drive, Glen Burnie, Maryland 21060 ("Tenant") and SP Limited Partnership having its principal office at 1312 Bellona Ave., Suite 301, Lutherville, MD 21093 ("Landlord") and \_\_\_\_\_ (Mortgagee) having its principal office at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Landlord and Tenant have entered into a Lease Agreement (the "Lease") dated \_\_\_\_\_ of certain commercial office/warehouse space described therein (the "Premises") located at 6701 Baymeadow Drive, Anne Arundel County, Maryland 21060 and erected on the tract of land described in Exhibit "A" attached hereto and made a part of the Lease; and

WHEREAS, Landlord has made, executed and delivered to Mortgagee a certain promissory note secured by a first Deed of Trust (the "Mortgage") on the land and building thereon of which the Premises are a part; and

WHEREAS, the Lease has been, or may be, assigned by Landlord to Mortgagee pursuant to that certain assignment of rentals and leases dated \_\_\_\_\_ as further security for the promissory note.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Tenant, Landlord, and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. The Lease shall be subject and subordinate to the lien of the Mortgagee and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, consolidations, extensions, modifications or replacements thereof.

2. Provided Tenant is not in default beyond the applicable grace period provided for in the Lease:

(a) Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Mortgage.

(b) Tenant shall not be evicted from the Premises nor shall any of Tenant's

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**EXHIBIT D**

**CURRENT RULES AND REGULATIONS**

**OFFICE/WAREHOUSE LEASE AGREEMENT**

**by and between**

**SP LIMITED PARTNERSHIP**

**and**

**ORPE HUMAN RIGHTS ADVOCATES**

1. Tenant shall not obstruct or permit its agents, servants, employees, customers, contractors, visitors or licensees to obstruct, in any way, the sidewalks, entry passages, corridors, halls or stairways of the Office/Warehouse Building or the Office/Warehouse Building Area, or use the same in any other way than as a means of passage to and from the office of Tenant; bring in, store, use any materials in the office Building or the Office/Warehouse Building Area which could cause a fire or an explosion or produce any fumes or vapor; make or permit any improper or disturbing noises; throw substances of any kind out of windows or doors, or down passages or passageways; or place anything upon the window sills, or clean the windows. Any trash or rubbish created by Tenant's moving into the Premises, or any heavy or excessive waste materials resulting from Tenant's occupancy and use of the Premises, shall be removed from the Premises by Tenant at Tenant's sole cost and expense.

2. Plumbing facilities shall not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

3. Tenant shall not (i) obstruct the windows, or doors, partitions, and lights that reflect or admit light into the halls or other places in the Office/Warehouse Building, or (ii) inscribe, paint, affix, partition, or other part of the interior or exterior of the Office/Warehouse Building or the Office/Warehouse Building Area without the prior written consent of Landlord. If such consent be given by Landlord, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Landlord, or a contractor approved by Landlord, but the cost of the same shall be charged to and paid by Tenant, and Tenant agrees to pay the same promptly, upon demand.

4. When electric wiring of any kind is introduced, it must be connected as directed by Landlord, and no stringing or cutting of wires will be allowed, except with the prior written consent of Landlord, and shall be done only by contractors approved by Landlord. No tenant shall lay linoleum or other similar floor covering so that the same shall be in direct contact with the floor of the Premises; and if linoleum or other similar floor covering is desired to be used, an interlining of

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builder's deadening felt shall be first affixed to the floor by a paste or other material, the use of cement or other similar adhesive material being expressly prohibited.

5. Landlord shall not be responsible to Tenant for any loss of property from the Premises however occurring, or for any damage done to the effects of Tenant by any other person or any other cause.

6. Tenant shall not conduct, or permit any other person to conduct, any auction upon the Premises; manufacture or store goods, wares or merchandise upon the Premises, without the prior written approval of Landlord, except the storage of usual supplies and inventory to be used by Tenant in the conduct of its business; permit the Premises to be used for gambling; make any unusual noises in the Office/Warehouse Building; permit to be played any musical instrument in the Leased Premises; permit to be played any radio, television, recorded or wired music in such a loud manner as to disturb or annoy other tenants; or permit any unusual odors to be produced upon the Leased Premises. Tenant shall not occupy or permit any portion of the Leased Premises to be occupied as an office for a public stenographer or typewriter, or for the storage, manufacture, or sale of intoxicating beverages, narcotics, tobacco in any form, or as a barber or manicure shop.

7. No awnings or other projections shall be attached to the outside walls of the Office/Warehouse Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of Landlord. Such awnings, curtains, blinds and shades must be of a quality, type, design, and color approved by Landlord and attached in a manner approved by Landlord.

8. Canvassing, soliciting and peddling in the Office/Warehouse Building and the Office/Warehouse Building Area are prohibited, and Tenant shall cooperate to prevent the same.

9. Tenant, before closing and leaving the Leased Premises at the end of business hours each day, shall insure that all windows are closed and all entrance doors locked, and shall turn off all lights and all standard electrical office equipment.

10. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Office/Warehouse Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

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

(a) the right to change address of the Office/Warehouse Building, without incurring any liability to Tenant for so doing;

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(b) the right to install and maintain a sign or signs on the exterior of the Office/Warehouse Building;

(c) the exclusive right to use or dispose of the use of the roof of the office/Warehouse Building;

(d) the right to limit space on the directory of to Tenant; and

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

12. Tenant and its employees shall park their cars only in those portions of the parking area designating by Landlord.

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**EXHIBIT E**

**SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between ORPE Human Rights Advocates, having its principal office at 6701 Baymeadow Drive, Glen Burnie, Maryland 21060 ("Tenant") and SP Limited Partnership having its principal office at 1312 Bellona Ave., Suite 301, Lutherville, MD 21093 ("Landlord") and \_\_\_\_\_ (Mortgagee) having its principal office at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Landlord and Tenant have entered into a Lease Agreement (the "Lease") dated \_\_\_\_\_ of certain commercial office/warehouse space described therein (the "Premises") located at 6701 Baymeadow Drive, Anne Arundel County, Maryland 21060 and erected on the tract of land described in Exhibit "A" attached hereto and made a part of the Lease; and

WHEREAS, Landlord has made, executed and delivered to Mortgagee a certain promissory note secured by a first Deed of Trust (the "Mortgage") on the land and building thereon of which the Premises are a part; and

WHEREAS, the Lease has been, or may be, assigned by Landlord to Mortgagee pursuant to that certain assignment of rentals and leases dated \_\_\_\_\_ as further security for the promissory note.

*EVJ*

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Tenant, Landlord, and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. The Lease shall be subject and subordinate to the lien of the Mortgagee and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, consolidations, extensions, modifications or replacements thereof.
2. Provided Tenant is not in default beyond the applicable grace period provided for in the Lease:
  - (a) Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Mortgage.
  - (b) Tenant shall not be evicted from the Premises nor shall any of Tenant's

executed by the duly authorized representatives as of the day and year first above written.

**WITNESS:**

**LANDLORD**

**SP LIMITED PARTNERSHIP**

**BY: GREYHOUND INVESTMENTS,**

**LTD.**

\_\_\_\_\_

By: \_\_\_\_\_  
Dwight S. Platt, President

**MORTGAGEE**

\_\_\_\_\_

By: 

**TENANT**

\_\_\_\_\_

By: \_\_\_\_\_





STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2020  
by \_\_\_\_\_ of  
\_\_\_\_\_, corporation, for and in behalf of said corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

