

RULES AND REGULATIONS

- R-1. Canvassing, soliciting and peddling in the building are prohibited, and each Lessee shall cooperate to prevent the same.
- R-2. No hand trucks shall be brought into or used in or about the building except those equipped with rubber tires and side guards, and no hand trucks shall be permitted on the marble floors on the first floor of the building.
- R-3. Each Lessee, before closing and leaving the demises premises, shall see that all windows are closed and that all entrance doors are locked.
- R-4. Lessor reserves the right to exclude from the building, between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on Sundays and legal holidays, all persons who do not present a pass to the building signed by Lessee's representative. Lessee shall be responsible for any person for whom such a pass is issued.
- R-5. Lessee shall not request building employees to perform any work or do anything outside of the regular duties, unless consent is obtained from the office of the building.
- R-6. The sidewalks, entrances, passages, elevators, stairways and corridors shall not be obstructed or encumbered by any Lessee.
- R-7. Lessee shall not cover or obstruct the sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passages or other public places in the building nor shall any bottles, parcels or other articles be placed on windowsills or in the halls, passageways, stairway or other public places in the building.
- R-8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Lessee on any part of the outside or inside of the building without the prior written consent of Lessor. In the event of the violation of the foregoing by any Lessee, Lessor may remove same without any liability and may charge the expense incurred by such removal to the Lessee violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Lessee by Lessor at the expense of such Lessee and shall be of a size, color and style acceptable to Lessor.
- R-9. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building nor placed in the halls, corridors or vestibules of the building without consent of Lessor.
- R-10. No awnings, window air conditioning units or other projections shall be installed without the prior written consent of Lessor. No curtains, blinds, shades, screens shall be attached to or hung in or used in connection with any window or door of the building without the prior written consent of Lessor. Such awnings, air conditioning units, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color and attached in a manner approved by the Lessor.
- R-11. Lessor reserves the right for the operation of vending machines in the building of which the leased premises are part. Lessee shall not operate any vending machine nor will it allow any vending machines to be operated in the leased premises.
- R-12. The water and water closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the Lessee.
- R-13. No Lessee shall mark, paint, drill into or in any way deface any part of the building. No boring, butting, stringing or attaching of wires shall be permitted except with the prior written consent of the Lessor and as the Lessor may direct. No Lessee shall install any electrical appliance or equipment such as, but not limited to, business machines, heaters, grills, toasters, fans, etc., without the prior written consent of the Lessor. No Lessee shall lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the building, and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first be affixed to the floor by paste or other material that is soluble in water, the use of cement or other similar adhesive being expressly prohibited.
- R-14. No Lessee shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the demised premises, and no cooking shall be done or permitted by any Lessee on said premises without the prior written consent of Lessor.
- R-15. No Lessee shall make or permit to be made any unseemingly or disturbing noise or vibration, or disturb or interfere with other occupants of the building or those having business with them. No Lessee shall throw anything out of the doors, windows or skylights or down passageways, elevator shafts of stairways.
- R-16. No Lessee shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance.
- R-17. No additional locks or bolts of any kind shall be placed upon any doors or windows by any Lessor nor shall any changes be made in the existing locks or the mechanisms thereof. Each Lessee must, upon the termination of Lessee's tenancy, leave the doors and windows in the demised premises in the like condition to that at the outset of said Lease and must restore to Lessor all keys to rooms, closets and toilets.
- R-18. All removals or the carrying in or out of any safes, freight, furniture or bulky material of any description, must take place during the hours which the Lessor or its agent may determine from time to time. Lessor reserves the right to inspect all freight to be brought into the building and exclude from the building all freight which violates any of the rules or regulations of the Lessor.
- R-19. No Lessee shall purchase spring water, ice, towels or other like service from any company or person not approved by Lessor.
- R-20. Lessor shall have the right to prohibit any advertising by any Lessee which, in Lessor's opinion, tends to impair the reputation of the building or its desirability as a building for offices and, upon written notice from Lessor, Lessee shall refrain from or discontinue such advertising.
- R-21. Lessee shall not use the name of the building for any purpose other than that of the business address of Lessee and shall never use any

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picture or likeness of the building in any circulars, notices, advertisements or correspondence without Lessor's prior written consent. Lessee shall not advertise the business, profession or activities of Lessee conducted in the building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities.

R-22. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises or the building.

R-23. The demised premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

R-24. In addition to all other liabilities for breach of any provision of these Rules and Regulations, Lessee shall pay to Lessor all damages caused by such breach. The violation of such provision may also be restrained by injunction.

R-25. The Rules and Regulations which form a part of this Lease may be amended at any time upon written notice from Lessor and shall apply with equal effect not only to Lessee, but also to the employees, agents, servants and invitees of Lessee, as well as those having business with Lessee.

R-26. Floor pads must be used under desk chairs in carpeted areas at all times.

R-27. Parking of all bicycles and motorcycles is limited to parking areas designated for such vehicles.

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This Lease shall be subject to the following terms and conditions:

1. **Rent**

Lessee covenants, without any previous demand therefor, to pay the said specified rent at the time and in the manner hereinbefore provided.

2. **Alterations and Installations**

Lessee shall not make any alterations, decorations, installations, additions or improvements to the premises, including but not limited to the installation of an air conditioning system or unit, a water cooler or other apparatus, or other electrical equipment or appliances with the exception of standard office (business) machines and small cooking appliances, without Lessor's prior written consent, and then only by contractors or mechanics approved by Lessor. All such work, alterations, decorations, installations, additions or improvements shall be done at Lessee's sole expense and at such times and in such manner as Lessor from time to time may designate. At the termination of this Lease or any renewal thereof, Lessee shall have the right to remove any trade fixtures, machinery and equipment, cabinet work and movable partitions installed by Lessee, provided Lessee shall be responsible for repair of any damages occasioned by the removal thereof.

3. **Repairs, Floor Load**

Lessee, during the term of this Lease or any renewal thereof, will keep the demised premises and the appurtenances therein in good order and condition and, at the expiration of the term or at the sooner termination thereof by forfeiture or otherwise, will deliver up the same in the same good order and condition as at the beginning of the tenancy, reasonable wear and tear and such damages as cannot be attributed to the carelessness or neglect of Lessee excepted, and Lessee shall remove all of its property therefrom. Lessee will pay for all damage to the hereby leased premises, its fixtures and appurtenances, due to any waste, misuse or neglect of said premises, its fixtures and appurtenances, by said Lessee, its agents, servants, employees or invitees. Lessee shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which such floor was designed to carry and which may be allowed by law. Lessor reserves the right to prescribe the weight and position of all safes, telephone switchboards or other heavy equipment, and to prescribe the reinforcing necessary, if any, which in the opinion of Lessor may be required under the circumstances, such reinforcing to be at Lessee's expense. Unusual business machines and mechanical

equipment, if approved by Lessor in a separate written agreement between Lessor and Lessee, shall be placed and maintained by Lessee, at Lessee's expense, in settings sufficient in Lessor's judgment to absorb and prevent vibration, noise or annoyance, and Lessee shall at its expense, take such steps as Lessor may direct to remedy any such condition. There shall be no allowance to Lessee for a diminution of rental value and no liability on the part of Lessor by reason of inconvenience, annoyance or injury to business, arising from Lessor, Lessee or others making any repairs, alterations, additions or improvements in or to any portion of the building or of demised premises, or in or to the fixtures, appurtenances or equipment thereof, and the foregoing shall not be construed to mean that Lessor has any such obligations.

4. **Fire Insurance-Condition of Property**

Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said building, or invalidate or conflict with fire insurance policies on the building, fixtures or on property kept therein, or obstruct or interfere with the rights of Lessor or of other tenants, or in any other way injure or annoy Lessor or the other tenants, or subject Lessor to any liability for injury to person or persons or damage to property, or interfere with the good order of said building, or conflict with the laws, rules or regulations of any Federal, State, County, City or Municipal authority or the Maryland Fire Underwriters Rating bureau. Lessee agrees to save harmless the Lessor from any liability arising from injury to person or persons or damage to property in, on or about the demised premises, unless occasioned by a negligent act or omission of Lessee, or Lessee's agents, servants, employees or invitees. The said Lessee agrees that any increase of fire insurance premiums on the building or contents caused by the occupancy of Lessee and any expense or cost incurred in consequence of negligence or carelessness or the willful action of Lessee, its agents, servants, employees or invitees shall, as they accrue, be added to the rent heretofore reserved and be paid as part thereof; and Lessor shall have all the rights and remedies for collection of same as are conferred upon Lessor for the collection of rent provided to be paid pursuant to the terms of this Agreement.

5. **Rules and Regulations**

The Rules and Regulations in regard to said Building and annexed to this Lease shall be considered a part of this Agreement, and Lessee covenants that said Rules and Regulations, as well as further reasonable rules and regulations as Lessor or its agent may from time to time adopt, shall be faithfully observed by Lessee, its agents,

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servants, employees and all persons invited by Lessee into said Building. Lessor reserves the right at any time to enter upon the premises for the purpose of inspecting the same or for any other lawful purpose. Lessor shall not be liable to Lessee for the violation of any of the said Rules and Regulations or the breach of any covenant or condition in any lease by any other tenant in the Building.

6. **Subordination to Mortgage**

Lessee agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust or similar security device now or hereafter placed upon the leased premises, if the mortgagee or beneficiary of said deed of trust or lender for whose benefit any other security device is created so elects; and, upon such election, Lessee will execute any and all instruments required to evidence such subordination; provided, however, such mortgagee, beneficiary or lender shall recognize the validity and continuance of this Lease in the event of a foreclosure of Lessor's interest, as long as Lessee shall not be in default under the terms of this lease. Lessee hereby constitutes and appoints Lessor the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

7. **Property - Loss, Damage**

Unless due to the negligence of Landlord, Lessor shall not be liable for any damage to property placed in the custody of its employees nor for the loss of any property by theft or otherwise. Lessor shall not be liable for damage or injury to person or property unless notice in writing of any defect alleged to have caused such damage or injury shall have been given a sufficient time before the occurrence of such damage or injury, to have reasonably enabled Lessor to correct such defect, and unless such damage or injury is due to Lessor's negligence; nor shall Lessor or its agents be liable for interference with the light, air or other incorporeal hereditaments: nor shall Lessor be liable for any latent defect in the building or its equipment. Lessee shall reimburse Lessor as additional rent for all expenses, damages or fines incurred or suffered by Lessor by reason of any breach, violation or non-performance by Lessee, its agents, servants, employees or invitees, of any covenant or provision of this Agreement, or by reason of damage or injury to person or property caused by moving property of or for Lessee in and/or out of the building., or by the installation or removal of furniture or other property of or for Lessee, or by reason of or arising from the occupancy or use by Lessee of the demised premises or of the building of which the demised premises form a part, or any part of either thereof, or from any other cause due to the carelessness, negligence or improper conduct of Lessee or Lessee's

agents, servants, employees or invitees. Lessee shall not move any safe, heavy machines, heavy equipment, freight, bulky matter or fixtures into or out of the building without Lessor's prior written consent. If such safe, machines, equipment, freight, bulky matter or fixtures require special handling, Lessee agrees to employ only persons holding a proper license to do said work and that all work in connection therewith shall comply with any applicable Federal, State, County, City or other governing laws, rules or regulations. Notwithstanding said consent of Lessor, Lessee shall indemnify Lessor for and hold Lessor harmless and free from damages or injuries sustained by person or property and for any damages or monies paid out by Lessor in settlement of any claims or judgments, as well as for all expenses and attorneys' fees, incurred in connection therewith, and all costs incurred in repairing any damage to the building or appurtenances.

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8. **Liability Insurance - Indemnification**

Lessee shall furnish Lessor with a certificate of liability insurance at Lessee's own cost and expense in minimum amount of \$300,000 per person for bodily injury/property damage and \$600,000 per occurrence for bodily injury/property damage, indemnifying Lessor against all claims for such injury or damage, and hold Lessor and the demised premises free and clear from any and all claims, judgements, liens, fines or penalties occasioned by any act or neglect of Lessee, its agents, employees, customers, servants or invitees, or arising from any accident or damage to property whatsoever, due directly or indirectly to the use of said premises or any part thereof by Lessee or any person claiming under Lessee. Such insurance shall be issued in form satisfactory to Lessor and shall provide for at least thirty (30) days' notice in writing to Lessor prior to any change in coverage or termination of the policy.

9. **Destruction - Fire or Other Casualty**

In case of partial damage to the demised premises by fire or other casualty, Lessee shall give immediate notice thereof to Lessor, who shall thereupon cause the damage to be repaired with reasonable speed at the expense of Lessor, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies on the part of Lessor and/or Lessee and for reasonable delay due to "labor troubles" or any other cause beyond Lessor's control; and to the extent that the premises are rendered untenable, the rent shall abate proportionately, provided the damage above mentioned occurred without the fault or neglect of Lessee, its agents, servants, employees or invitees; but if such partial damage is due to the fault or neglect of Lessee or its agents, servants, employees or invitees, the damage shall be repaired by Lessor but there shall be no apportionment or abatement of rent. In the event the damage shall be such that Lessor shall decide not to repair or rebuild, this Agreement shall be terminated upon written notice to Lessee; and, in such event, the rent shall be paid to or adjusted as of the date of such damage, and the terms of this Agreement shall expire by lapse of time and conditional limitation upon the third day after such notice is mailed, and Lessee shall thereupon vacate the demised premises and surrender the same to Lessor. Lessee shall be charged with the protection of its own property and in no event shall Lessor be held responsible or accountable for the inventory or personal property of Lessee including, but not limited to, building improvement, furniture, fixtures, equipment, etc., in or on the leased premises during the term of this Lease or any renewal thereof; nor shall If, after default in the payment of rent, or violation of any other provision of this Agreement, or upon expiration of this Agreement, Lessee moves out or is

Lessor be liable for any damage to said inventory or property by reason of fire, other casualty or the elements, leakage of water or steam, or for any other reason.

10. **Eminent Domain**

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public, quasi-public or other use whatsoever affecting the leased premises, then and in that event, the term of this Lease or during any option or renewal period thereof, shall cease and terminate from the date of title transfer in such proceedings, and Lessee shall have no claim against Lessor for the value of the unexpired term of said Lease or any award made for such taking of the real property, and no further obligation between Lessor and Lessee will exist.

11. **Subletting or Assignment**

Lessee covenants and agrees that said premises shall be used and occupied by Lessee only, for the purpose hereinbefore mentioned, in a careful, safe and proper manner. Lessee, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Agreement, not sublet or use or permit the demised premises or any part thereof to be used by others, without the prior written consent of Lessor in each instance; written consent will not be unreasonably withheld in such instance or where required under any provision of this Lease. Such subletting or assignment shall be for a period only through the then current term of this Lease. If this Agreement be assigned, or if the demised premises or any part thereof be sublet or occupied by anyone other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, undertenant or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as Lessee, or a release of Lessee from the further observance and performance by Lessee of the covenants herein contained. Any levy or sale in execution or any assignment or sale in bankruptcy, or insolvency, or the appointment of a receiver by a State or Federal Court, shall be deemed an assignment within the meaning of this Lease.

12. **Fixtures - Removal, etc.**

dispossessed and fails to remove any fixtures or other property of Lessee at the time of such moving out or dispossession, then and in any of said events, Lessor

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shall have the option either to regard said fixtures and property as abandoned by Lessee, in which case they shall become the property of Lessor, or shall have the right to demand that Lessee remove said fixtures and property from the premises; and in the event of failure of Lessee to comply with said demand, Lessor shall have the right to remove, sell or dispose of said fixtures and property, in which case Lessee shall be liable for the expenses incurred by Lessor in such removal.

13. **Bankruptcy or Insolvency**

In the event that, at the time of the commencement of the term of this Lease or at any time thereafter until the termination thereof, a petition in bankruptcy shall be filed by or against Lessee, or Lessee shall be adjudicated bankrupt or insolvent, or a receiver or trustee shall be appointed for all or of a portion of Lessee's property, or Lessee shall make any assignment for the benefit of creditors, or Lessee voluntarily or involuntarily takes advantage of any debtor relief proceedings under present or future law, or if Lessee's effects shall be levied upon or attached under process against Lessee, then and in any of said events, this Lease, at the option of Lessor, may be canceled and terminated, within five (5) days after notice to Lessee of the happening of any one or more of such events, by giving notice in writing to Lessee by certified mail addressed to Lessee at the address herein set forth. In such event, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the demised premise, but Lessee or any such person or persons shall forthwith quit and surrender possession thereof, and Lessor, in addition to any other rights or remedies which it may have by reason of any provisions of this Lease or any statute or rule of law, may retain as liquidated damages any rent, security deposit or money received by it from Lessee or from others in behalf of Lessee.

14. **Default**

Lessee covenants that if any one or more of the rents hereby stipulated to be paid shall, at anytime during the continuance of any tenancy created or to arise in pursuance of this Agreement, be for more than ten (10)days in arrears, or if Lessee shall default in performing or otherwise breach any of the covenants, conditions and agreements herein contained, other than the provision requiring the payment of rent; or if Lessee existing facilities permit: (a) provide necessary elevator service on business days from 8:00 a.m. to 5:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m.; (b) furnish heat to the building and air conditioning to the demised premises during what is known as the cooling season, May through October of each year, on regular business

shall fail to move into or take possession of the premises within thirty (30) days after commencement of the term of this Agreement or, if the premises are not immediately available to Lessee at the commencement of said term, then within thirty (30) days after notification by Lessor that the premises are ready for occupancy; then the said tenancy shall at once, and without notice of any kind, terminate and the said Lessor shall become and be entitled to immediate possession of the premises aforesaid, provided Lessor shall so elect, but not otherwise. Lessor shall thereupon immediately have the full right of re-entry upon said premises, by force or otherwise, if permitted by the Laws of the State of Maryland now or then in force, without formal notice or demand and without liability of any kind; and also the right to relet the said premises as the agent of Lessee for any unexpired balance of the term and collect the rent therefore. Lessee agrees that all inventory and property in and on the premises at the time of default will become the property of the Lessor, unless redeemed within ninety days by curing the default and paying for all moving, storage and/or warehouse charges, and Lessee expressly agrees that the Lessor will not be held responsible for or accountable for the condition of said inventory should Lessee redeem said inventory. In the event of such reletting by Lessor, as the agent of Lessee, the reletting shall be on such terms, conditions and rental as Lessor may deem proper, and the proceeds that may be collected from the same, less the expense of reletting, shall be applied upon the rental to be paid by Lessee, and Lessee shall be liable for any balance that may be due under this Agreement. Such reletting shall not operate as a termination of this Agreement, nor as a waiver or postponement of any right of Lessor against Lessee. Mention in this Agreement of any particular remedy shall not preclude Lessor from any other remedy, in law or in equity. Lessee hereby expressly waives any and all rights to redemption from Lessor granted by or under any present or future laws in the event of Lessee's being evicted or dispossessed for any cause, or in the event of Lessor's obtaining possession of the demised premises by reason of the violation of Lessee of any of the covenants and conditions of this Agreement or otherwise.

15. **Elevators, Heat, Air Conditioning, etc.**

As long as Lessee is not in default under any of the covenants of this Lease, Lessor shall, if and insofar as days, excluding New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Days, from 8:30 a.m. to 6:30 p.m.. The drinking fountains and restrooms installed by Lessor, and under its control, are for the use of Lessee in common with others. Lessor reserves the right to stop service of the

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heating, air conditioning, elevator, plumbing and electric systems, when necessary, by reason of accident or emergency, or for repairs, alterations, replacements or improvements, which in the judgment of Lessor are desirable or necessary to be made, until said repairs, alterations, replacements, or improvements shall have been completed. Lessor shall have no responsibility or liability for failure to supply heat, air conditioning, elevator, plumbing and electric service, during said period or when prevented from so doing by laws, orders or regulations of any Federal, State, County, City or Municipal authority or by strikes, accidents, or by any other cause whatsoever beyond Lessor's control.

16. **Fees and Expenses**

If Lessee shall default in the observance or performance of any term or covenant on Lessee's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this Lease, Lessor may immediately, or at any time thereafter, and without notice, perform the same for the account of Lessee; and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within fifteen (15) days of rendition of any bill or statement to Lessee therefor.

17. **Quiet Enjoyment**

Lessor covenants that Lessee, subject to the conditions and covenants herein contained, on paying the rent and performing the conditions stated herein, shall and may peaceably and quietly have, hold and enjoy the demised premises for the hereinbefore stated term and any extension thereof.

18. **Lessee Holding Over**

If Lessee shall not immediately surrender possession of the premises at the termination of this Lease or any extension thereof, Lessee shall become a Lessee from month to month, provided rent shall be paid to and accepted by Lessor, in advance, at the rate of rental payable hereunder just prior to the termination of this Lease; but unless and until Lessor shall accept such rental from Lessee, Lessor shall continue to be entitled to retake possession of the premises without any prior notice whatever to Lessee. If Lessee shall fail to surrender possession of the premises immediately upon the expiration of the term hereof, Lessee hereby agrees that all obligations of Lessee and all rights of Lessor applicable during the term of this Lease shall be equally

applicable during such period of subsequent occupancy, whether or not a month to month tenancy shall have been created as aforesaid.

19. **Possession**

If Lessor shall be unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make the premises ready for occupancy, or by reason of the fact that a certificate of occupancy has not been procured, or for any other reason, then the rent herein reserved and covenanted to be paid shall not commence until possession of the demised premises is given or is available, and Lessee agrees to accept such allowance and abatement of rent as liquidated damages, in full satisfaction for the failure of Lessor to deliver possession of said demised premises on the said date and to the exclusion of all claims and rights which Lessee might otherwise have by reason of possession of said entire premises not being given on the said date, and no such failure to give possession on the date of the commencement of the term shall be deemed to extend the term of this Lease.

20. **Condition of Premises**

Except for any outstanding "punchlist" work, or deficiencies noted prior to move-in, Lessee agrees that the taking of possession of the demised premises by Lessee shall be conclusive evidence that the same were in good and satisfactory condition at the time possession was so taken and indicates that the premises were delivered as promised by Lessor, without reservations on the part of Lessee, and that no representation as to the condition of repair or otherwise have been made by Lessor or the agent of Lessor prior to or at the execution of this Agreement that are not expressed herein.

21. **Inability to Perform**

This Lease and the obligation of Lessee to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Lessee to be performed shall in no way be affected, impaired or excused because Lessor is unable to fulfill any of its obligations under this Lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied; or is unable to make or is delayed in making any repairs, additions, alterations or decoration; or is unable to supply or is delayed in supplying any equipment or fixtures; if Lessor is prevented or delayed from so doing by reason of strikes or labor troubles or any outside cause whatsoever, including,

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but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order or regulation of any department or subdivision of any government agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

22. **No Waiver**

The failure of Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or as a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

23. **Access to Premises and Changes in Services**

Lessor shall have the right, without abatement of rent, to enter the said premises, with reasonable notice to tenant, to examine the same or to make such repairs and alterations as Lessor shall deem necessary for the safety and preservation of the said building, and also to exhibit the said premises to be let. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever for the care, supervision or repair of the building or any part thereof other than as herein provided. Lessor shall also have the right, at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Lessee therefor, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, stairs, toilets, elevators, or other public parts of the building, and to substitute automatic, operator-less equipment for elevators, and to change the name, number or designation by which the building is commonly known.

24. **Written Notices**

Any notice required or permitted by this Lease, to be given by either party to the other, may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties given herein, unless another address shall have been substituted for such address by notice in writing, the date of so depositing or date of personal delivery being taken as the date of giving of such notice.
Agreements, conditions or understandings, either written or oral, between Lessor and Lessee other than those set

25. **Taxes**

Lessee agrees to pay an amount equal to 100% of all sales, use or commercial taxes legislated on rents or lease payments arising out of Lessee's use of premises, all operations permits and minor privilege charges occasioned by the occupancy of the Lessee; as well as any and all taxes and assessments on leasehold improvements made to the leased premises by or for the Lessee. Lessee agrees that all of the above charges will be paid when due and payable, and Lessor agrees that Lessee's responsibility will be limited to the actual months of this Lease and any renewal thereof.

26. **Energy**

Lessee agrees to pay for 100% of the energy charges used in connection with the leased premises.

27. **Parking**

Lessee agrees to inform its employees and invitees that all parking facilities will be restricted to automobiles only, in common with others except where reserved or restricted; Lessee further agrees that all trucks and commercial vehicles under its control and supervision will park and operate only in the trucking and operating spaces. Lessor reserves the right to relocate private parking space or spaces and refuse parking to any individual for or without cause.

28. **Areas in Common**

The building known as Airport South as well as surface parking, operating areas in common, inside and outside the building is private property and the Lessor reserves the right to regulate the use of this private property and to refuse, for or without cause, continued entry to any of these areas to anyone regardless of his or her age, sex or nationality.

29. **No Oral Agreements**

All promises, covenants and agreements set forth in this Lease shall be binding upon and inure to the benefit of the parties hereto. It is expressly understood, however, that except as is otherwise provided herein, there are no

forth in the Lease agreement and any riders thereto, if any, and that so subsequent alteration, amendment,

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change or addition to this Lease shall be binding upon Lessor and Lessee unless it is reduced to writing and signed by both parties.

30. **Section Headings**

All headings preceding the text of the various sections contained herein have been inserted solely for the convenience of reference and are not to be deemed or taken as a summary of the provisions to which they pertain, nor shall they constitute a part of this Lease Agreement nor affect its meaning, construction or effect.

31. **Invalid Provision**

If this Lease or any other instrument by way of reference incorporated herein shall contain any term or provision which shall be invalid or unenforceable, the remainder of this Lease or other instruments by way of reference incorporated herein shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent as permitted by law.

32. **Interior Maintenance/Janitorial Services**

Lessee will be responsible for all cleaning and trash removal from the leased premises.

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RULES AND REGULATIONS

- R-1. Canvassing, soliciting and peddling in the building are prohibited, and each Lessee shall cooperate to prevent the same.
- R-2. No hand trucks shall be brought into or used in or about the building except those equipped with rubber tires and side guards, and no hand trucks shall be permitted on the marble floors on the first floor of the building.
- R-3. Each Lessee, before closing and leaving the demises premises, shall see that all windows are closed and that all entrance doors are locked.
- R-4. Lessor reserves the right to exclude from the building, between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on Sundays and legal holidays, all persons who do not present a pass to the building signed by Lessee’s representative. Lessee shall be responsible for any person for whom such a pass is issued.
- R-5. Lessee shall not request building employees to perform any work or do anything outside of the regular duties, unless consent is obtained from the office of the building.
- R-6. The sidewalks, entrances, passages, elevators, stairways and corridors shall not be obstructed or encumbered by any Lessee.
- R-7. Lessee shall not cover or obstruct the sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passages or other public places in the building nor shall any bottles, parcels or other articles be placed on windowsills or in the halls, passageways, stairway or other public places in the building.
- R-8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Lessee on any part of the outside or inside of the building without the prior written consent of Lessor. In the event of the violation of the foregoing by any Lessee, Lessor may remove same without any liability and may charge the expense incurred by such removal to the Lessee violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Lessee by Lessor at the expense of such Lessee and shall be of a size, color and style acceptable to Lessor.
- R-9. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building nor placed in the halls, corridors or vestibules of the building without consent of Lessor.
- R-10. No awnings, window air conditioning units or other projections shall be installed without the prior written consent of Lessor. No curtains, blinds, shades, screens shall be attached to or hung in or used in connection with any window or door of the building without the prior written consent of Lessor. Such awnings, air conditioning units, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color and attached in a manner approved by the Lessor.
- R-11. Lessor reserves the right for the operation of vending machines in the building of which the leased premises are part. Lessee shall not operate any vending machine nor will it allow any vending machines to be operated in the leased premises.
- R-12. The water and water closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the Lessee.
- R-13. No Lessee shall mark, paint, drill into or in any way deface any part of the building. No boring, butting, stringing or attaching of wires shall be permitted except with the prior written consent of the Lessor and as the Lessor may direct. No Lessee shall install any electrical appliance or equipment such as, but not limited to, business machines, heaters, grills, toasters, fans, etc., without the prior written consent of the Lessor. No Lessee shall lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the building, and if linoleum or other similar floor covering is desired to be used, an interlining of builder’s deadening felt shall be first be affixed to the floor by paste or other material that is soluble in water, the use of cement or other similar adhesive being expressly prohibited.
- R-14. No Lessee shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the demised premises, and no cooking shall be done or permitted by any Lessee on said premises without the prior written consent of Lessor.
- R-15. No Lessee shall make or permit to be made any unseemingly or disturbing noise or vibration, or disturb or interfere with other occupants of the building or those having business with them. No Lessee shall throw anything out of the doors, windows or skylights or down passageways, elevator shafts of stairways.
- R-16. No Lessee shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance.
- R-17. No additional locks or bolts of any kind shall be placed upon any doors or windows by any Lessor nor shall any changes be made in the existing locks or the mechanisms thereof. Each Lessee must, upon the termination of Lessee’s tenancy, leave the doors and windows in the demised premises in the like condition to that at the outset of said Lease and must restore to Lessor all keys to rooms, closets and toilets.
- R-18. All removals or the carrying in or out of any safes, freight, furniture or bulky material of any description, must take place during the hours which the Lessor or its agent may determine from time to time. Lessor reserves the right to inspect all freight to be brought into the building and exclude from the building all freight which violates any of the rules or regulations of the Lessor.
- R-19. No Lessee shall purchase spring water, ice, towels or other like service from any company or person not approved by Lessor.
- R-20. Lessor shall have the right to prohibit any advertising by any Lessee which, in Lessor’s opinion, tends to impair the reputation of the building or its desirability as a building for offices and, upon written notice from Lessor, Lessee shall refrain from or discontinue such advertising.
- R-21. Lessee shall not use the name of the building for any purpose other than that of the business address of Lessee and shall never use any

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picture or likeness of the building in any circulars, notices, advertisements or correspondence without Lessor’s prior written consent. Lessee shall not advertise the business, profession or activities of Lessee conducted in the building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities.

R-22. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises or the building.

R-23. The demised premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

R-24. In addition to all other liabilities for breach of any provision of these Rules and Regulations, Lessee shall pay to Lessor all damages caused by such breach. The violation of such provision may also be restrained by injunction.

R-25. The Rules and Regulations which form a part of this Lease may be amended at any time upon written notice from Lessor and shall apply with equal effect not only to Lessee, but also to the employees, agents, servants and invitees of Lessee, as well as those having business with Lessee.

R-26. Floor pads must be used under desk chairs in carpeted areas at all times.

R-27. Parking of all bicycles and motorcycles is limited to parking areas designated for such vehicles.

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IN WITNESS WHEREOF, the authorized representative of **AIRPORT SOUTH CORPORATION** has set its hand and seal, and **Julie Tran** has caused these presents to be executed the day and year above mentioned.

AIRPORT SOUTH CORPORATION
Lessor

_____ Witness	_____ Marion H. Holt, President	_____ Date
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Lessee

_____ Witness	_____ Julie Tran	_____ Date
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STATE OF MARYLAND, County of ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2024, before me, the subscriber, personally appeared **MARION H. HOLT**, the authorized representative of **AIRPORT SOUTH CORPORATION**, Lessor, in the foregoing Lease Agreement, and acknowledge the execution of said Agreement to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal on the day and year first above written.

Notary Public

My Commission expires:

STATE OF MARYLAND, County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2024, before me, the subscriber a Notary Public of the State of _____, in and for _____ County, aforesaid, personally appeared **Julie Tran**, Lessee in the afore going Lease Agreement, and acknowledged the execution of said Agreement to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal on the day and year first above written.

Notary Public

My Commission expires:

This Lease shall be subject to the following terms and conditions:

1. Rent

Lessee covenants, without any previous demand therefor, to pay the said specified rent at the time and in the manner hereinbefore provided.

2. Alterations and Installations

Lessee shall not make any alterations, decorations, installations, additions or improvements to the premises, including but not limited to the installation of an air conditioning system or unit, a water cooler or other apparatus, or other electrical equipment or appliances with the exception of standard office (business) machines and small cooking appliances, without Lessor's prior written consent, and then only by contractors or mechanics approved by Lessor. All such work, alterations, decorations, installations, additions or improvements shall be done at Lessee's sole expense and at such times and in such manner as Lessor from time to time may designate. At the termination of this Lease or any renewal thereof, Lessee shall have the right to remove any trade fixtures, machinery and equipment, cabinet work and movable partitions installed by Lessee, provided Lessee shall be responsible for repair of any damages occasioned by the removal thereof.

3. Repairs, Floor Load

Lessee, during the term of this Lease or any renewal thereof, will keep the demised premises and the appurtenances therein in good order and condition and, at the expiration of the term or at the sooner termination thereof by forfeiture or otherwise, will deliver up the same in the same good order and condition as at the beginning of the tenancy, reasonable wear and tear and such damages as cannot be attributed to the carelessness or neglect of Lessee excepted, and Lessee shall remove all of its property therefrom. Lessee will pay for all damage to the hereby leased premises, its fixtures and appurtenances, due to any waste, misuse or neglect of said premises, its fixtures and appurtenances, by said Lessee, its agents, servants, employees or invitees. Lessee shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which such floor was designed to carry and which may be allowed by law. Lessor reserves the right to prescribe the weight and position of all safes, telephone switchboards or other heavy equipment, and to prescribe the reinforcing necessary, if any, which in the opinion of Lessor may be required under the circumstances, such reinforcing to be at Lessee's expense. Unusual business machines and mechanical

equipment, if approved by Lessor in a separate written agreement between Lessor and Lessee, shall be placed and maintained by Lessee, at Lessee's expense, in settings sufficient in Lessor's judgment to absorb and prevent vibration, noise or annoyance, and Lessee shall at its expense, take such steps as Lessor may direct to remedy any such condition. There shall be no allowance to Lessee for a diminution of rental value and no liability on the part of Lessor by reason of inconvenience, annoyance or injury to business, arising from Lessor, Lessee or others making any repairs, alterations, additions or improvements in or to any portion of the building or of demised premises, or in or to the fixtures, appurtenances or equipment thereof, and the foregoing shall not be construed to mean that Lessor has any such obligations.

4. Fire Insurance-Condition of Property

Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said building, or invalidate or conflict with fire insurance policies on the building, fixtures or on property kept therein, or obstruct or interfere with the rights of Lessor or of other tenants, or in any other way injure or annoy Lessor or the other tenants, or subject Lessor to any liability for injury to person or persons or damage to property, or interfere with the good order of said building, or conflict with the laws, rules or regulations of any Federal, State, County, City or Municipal authority or the Maryland Fire Underwriters Rating bureau. Lessee agrees to save harmless the Lessor from any liability arising from injury to person or persons or damage to property in, on or about the demised premises, unless occasioned by a negligent act or omission of Lessee, or Lessee's agents, servants, employees or invitees. The said Lessee agrees that any increase of fire insurance premiums on the building or contents caused by the occupancy of Lessee and any expense or cost incurred in consequence of negligence or carelessness or the willful action of Lessee, its agents, servants, employees or invitees shall, as they accrue, be added to the rent heretofore reserved and be paid as part thereof; and Lessor shall have all the rights and remedies for collection of same as are conferred upon Lessor for the collection of rent provided to be paid pursuant to the terms of this Agreement.

5. Rules and Regulations

The Rules and Regulations in regard to said Building and annexed to this Lease shall be considered a part of this Agreement, and Lessee covenants that said Rules and Regulations, as well as further reasonable rules and regulations as Lessor or its agent may from time to time adopt, shall be faithfully observed by Lessee, its agents,

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servants, employees and all persons invited by Lessee into said Building. Lessor reserves the right at any time to enter upon the premises for the purpose of inspecting the same or for any other lawful purpose. Lessor shall not be liable to Lessee for the violation of any of the said Rules and Regulations or the breach of any covenant or condition in any lease by any other tenant in the Building.

6. **Subordination to Mortgage**

Lessee agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust or similar security device now or hereafter placed upon the leased premises, if the mortgagee or beneficiary of said deed of trust or lender for whose benefit any other security device is created so elects; and, upon such election, Lessee will execute any and all instruments required to evidence such subordination; provided, however, such mortgagee, beneficiary or lender shall recognize the validity and continuance of this Lease in the event of a foreclosure of Lessor's interest, as long as Lessee shall not be in default under the terms of this lease. Lessee hereby constitutes and appoints Lessor the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

7. **Property - Loss, Damage**

Unless due to the negligence of Landlord, Lessor shall not be liable for any damage to property placed in the custody of its employees nor for the loss of any property by theft or otherwise. Lessor shall not be liable for damage or injury to person or property unless notice in writing of any defect alleged to have caused such damage or injury shall have been given a sufficient time before the occurrence of such damage or injury, to have reasonably enabled Lessor to correct such defect, and unless such damage or injury is due to Lessor's negligence; nor shall Lessor or its agents be liable for interference with the light, air or other incorporeal hereditaments: nor shall Lessor be liable for any latent defect in the building or its equipment. Lessee shall reimburse Lessor as additional rent for all expenses, damages or fines incurred or suffered by Lessor by reason of any breach, violation or non-performance by Lessee, its agents, servants, employees or invitees, of any covenant or provision of this Agreement, or by reason of damage or injury to person or property caused by moving property of or for Lessee in and/or out of the building., or by the installation or removal of furniture or other property of or for Lessee, or by reason of or arising from the occupancy or use by Lessee of the demised premises or of the building of which the demised premises form a part, or any part of either thereof, or from any other cause due to the carelessness, negligence or improper conduct of Lessee or Lessee's

agents, servants, employees or invitees. Lessee shall not move any safe, heavy machines, heavy equipment, freight, bulky matter or fixtures into or out of the building without Lessor's prior written consent. If such safe, machines, equipment, freight, bulky matter or fixtures require special handling, Lessee agrees to employ only persons holding a proper license to do said work and that all work in connection therewith shall comply with any applicable Federal, State, County, City or other governing laws, rules or regulations. Notwithstanding said consent of Lessor, Lessee shall indemnify Lessor for and hold Lessor harmless and free from damages or injuries sustained by person or property and for any damages or monies paid out by Lessor in settlement of any claims or judgments, as well as for all expenses and attorneys' fees, incurred in connection therewith, and all costs incurred in repairing any damage to the building or appurtenances.

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8. **Liability Insurance - Indemnification**

Lessee shall furnish Lessor with a certificate of liability insurance at Lessee's own cost and expense in minimum amount of \$300,000 per person for bodily injury/property damage and \$600,000 per occurrence for bodily injury/property damage, indemnifying Lessor against all claims for such injury or damage, and hold Lessor and the demised premises free and clear from any and all claims, judgements, liens, fines or penalties occasioned by any act or neglect of Lessee, its agents, employees, customers, servants or invitees, or arising from any accident or damage to property whatsoever, due directly or indirectly to the use of said premises or any part thereof by Lessee or any person claiming under Lessee. Such insurance shall be issued in form satisfactory to Lessor and shall provide for at least thirty (30) days' notice in writing to Lessor prior to any change in coverage or termination of the policy.

9. **Destruction - Fire or Other Casualty**

In case of partial damage to the demised premises by fire or other casualty, Lessee shall give immediate notice thereof to Lessor, who shall thereupon cause the damage to be repaired with reasonable speed at the expense of Lessor, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies on the part of Lessor and/or Lessee and for reasonable delay due to "labor troubles" or any other cause beyond Lessor's control; and to the extent that the premises are rendered untenable, the rent shall abate proportionately, provided the damage above mentioned occurred without the fault or neglect of Lessee, its agents, servants, employees or invitees; but if such partial damage is due to the fault or neglect of Lessee or its agents, servants, employees or invitees, the damage shall be repaired by Lessor but there shall be no apportionment or abatement of rent. In the event the damage shall be such that Lessor shall decide not to repair or rebuild, this Agreement shall be terminated upon written notice to Lessee; and, in such event, the rent shall be paid to or adjusted as of the date of such damage, and the terms of this Agreement shall expire by lapse of time and conditional limitation upon the third day after such notice is mailed, and Lessee shall thereupon vacate the demised premises and surrender the same to Lessor. Lessee shall be charged with the protection of its own property and in no event shall Lessor be held responsible or accountable for the inventory or personal property of Lessee including, but not limited to, building improvement, furniture, fixtures, equipment, etc., in or on the leased premises during the term of this Lease or any renewal thereof; nor shall If, after default in the payment of rent, or violation of any other provision of this Agreement, or upon expiration of this Agreement, Lessee moves out or is

Lessor be liable for any damage to said inventory or property by reason of fire, other casualty or the elements, leakage of water or steam, or for any other reason.

10. **Eminent Domain**

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public, quasi-public or other use whatsoever affecting the leased premises, then and in that event, the term of this Lease or during any option or renewal period thereof, shall cease and terminate from the date of title transfer in such proceedings, and Lessee shall have no claim against Lessor for the value of the unexpired term of said Lease or any award made for such taking of the real property, and no further obligation between Lessor and Lessee will exist.

11. **Subletting or Assignment**

Lessee covenants and agrees that said premises shall be used and occupied by Lessee only, for the purpose hereinbefore mentioned, in a careful, safe and proper manner. Lessee, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Agreement, not sublet or use or permit the demised premises or any part thereof to be used by others, without the prior written consent of Lessor in each instance; written consent will not be unreasonably withheld in such instance or where required under any provision of this Lease. Such subletting or assignment shall be for a period only through the then current term of this Lease. If this Agreement be assigned, or if the demised premises or any part thereof be sublet or occupied by anyone other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, undertenant or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as Lessee, or a release of Lessee from the further observance and performance by Lessee of the covenants herein contained. Any levy or sale in execution or any assignment or sale in bankruptcy, or insolvency, or the appointment of a receiver by a State or Federal Court, shall be deemed an assignment within the meaning of this Lease.

12. **Fixtures - Removal, etc.**

dispossessed and fails to remove any fixtures or other property of Lessee at the time of such moving out or dispossession, then and in any of said events, Lessor

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shall have the option either to regard said fixtures and property as abandoned by Lessee, in which case they shall become the property of Lessor, or shall have the right to demand that Lessee remove said fixtures and property from the premises; and in the event of failure of Lessee to comply with said demand, Lessor shall have the right to remove, sell or dispose of said fixtures and property, in which case Lessee shall be liable for the expenses incurred by Lessor in such removal.

13. **Bankruptcy or Insolvency**

In the event that, at the time of the commencement of the term of this Lease or at any time thereafter until the termination thereof, a petition in bankruptcy shall be filed by or against Lessee, or Lessee shall be adjudicated bankrupt or insolvent, or a receiver or trustee shall be appointed for all or of a portion of Lessee's property, or Lessee shall make any assignment for the benefit of creditors, or Lessee voluntarily or involuntarily takes advantage of any debtor relief proceedings under present or future law, or if Lessee's effects shall be levied upon or attached under process against Lessee, then and in any of said events, this Lease, at the option of Lessor, may be canceled and terminated, within five (5) days after notice to Lessee of the happening of any one or more of such events, by giving notice in writing to Lessee by certified mail addressed to Lessee at the address herein set forth. In such event, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the demised premise, but Lessee or any such person or persons shall forthwith quit and surrender possession thereof, and Lessor, in addition to any other rights or remedies which it may have by reason of any provisions of this Lease or any statute or rule of law, may retain as liquidated damages any rent, security deposit or money received by it from Lessee or from others in behalf of Lessee.

14. **Default**

Lessee covenants that if any one or more of the rents hereby stipulated to be paid shall, at anytime during the continuance of any tenancy created or to arise in pursuance of this Agreement, be for more than ten (10)days in arrears, or if Lessee shall default in performing or otherwise breach any of the covenants, conditions and agreements herein contained, other than the provision requiring the payment of rent; or if Lessee existing facilities permit: (a) provide necessary elevator service on business days from 8:00 a.m. to 5:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m.; (b) furnish heat to the building and air conditioning to the demised premises during what is known as the cooling season, May through October of each year, on regular business

shall fail to move into or take possession of the premises within thirty (30) days after commencement of the term of this Agreement or, if the premises are not immediately available to Lessee at the commencement of said term, then within thirty (30) days after notification by Lessor that the premises are ready for occupancy; then the said tenancy shall at once, and without notice of any kind, terminate and the said Lessor shall become and be entitled to immediate possession of the premises aforesaid, provided Lessor shall so elect, but not otherwise. Lessor shall thereupon immediately have the full right of re-entry upon said premises, by force or otherwise, if permitted by the Laws of the State of Maryland now or then in force, without formal notice or demand and without liability of any kind; and also the right to relet the said premises as the agent of Lessee for any unexpired balance of the term and collect the rent therefore. Lessee agrees that all inventory and property in and on the premises at the time of default will become the property of the Lessor, unless redeemed within ninety days by curing the default and paying for all moving, storage and/or warehouse charges, and Lessee expressly agrees that the Lessor will not be held responsible for or accountable for the condition of said inventory should Lessee redeem said inventory. In the event of such reletting by Lessor, as the agent of Lessee, the reletting shall be on such terms, conditions and rental as Lessor may deem proper, and the proceeds that may be collected from the same, less the expense of reletting, shall be applied upon the rental to be paid by Lessee, and Lessee shall be liable for any balance that may be due under this Agreement. Such reletting shall not operate as a termination of this Agreement, nor as a waiver or postponement of any right of Lessor against Lessee. Mention in this Agreement of any particular remedy shall not preclude Lessor from any other remedy, in law or in equity. Lessee hereby expressly waives any and all rights to redemption from Lessor granted by or under any present or future laws in the event of Lessee's being evicted or dispossessed for any cause, or in the event of Lessor's obtaining possession of the demised premises by reason of the violation of Lessee of any of the covenants and conditions of this Agreement or otherwise.

15. **Elevators, Heat, Air Conditioning, etc.**

As long as Lessee is not in default under any of the covenants of this Lease, Lessor shall, if and insofar as days, excluding New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Days, from 8:30 a.m. to 6:30 p.m.. The drinking fountains and restrooms installed by Lessor, and under its control, are for the use of Lessee in common with others. Lessor reserves the right to stop service of the

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heating, air conditioning, elevator, plumbing and electric systems, when necessary, by reason of accident or emergency, or for repairs, alterations, replacements or improvements, which in the judgment of Lessor are desirable or necessary to be made, until said repairs, alterations, replacements, or improvements shall have been completed. Lessor shall have no responsibility or liability for failure to supply heat, air conditioning, elevator, plumbing and electric service, during said period or when prevented from so doing by laws, orders or regulations of any Federal, State, County, City or Municipal authority or by strikes, accidents, or by any other cause whatsoever beyond Lessor's control.

16. **Fees and Expenses**

If Lessee shall default in the observance or performance of any term or covenant on Lessee's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this Lease, Lessor may immediately, or at any time thereafter, and without notice, perform the same for the account of Lessee; and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within fifteen (15) days of rendition of any bill or statement to Lessee therefor.

17. **Quiet Enjoyment**

Lessor covenants that Lessee, subject to the conditions and covenants herein contained, on paying the rent and performing the conditions stated herein, shall and may peaceably and quietly have, hold and enjoy the demised premises for the hereinbefore stated term and any extension thereof.

18. **Lessee Holding Over**

If Lessee shall not immediately surrender possession of the premises at the termination of this Lease or any extension thereof, Lessee shall become a Lessee from month to month, provided rent shall be paid to and accepted by Lessor, in advance, at the rate of rental payable hereunder just prior to the termination of this Lease; but unless and until Lessor shall accept such rental from Lessee, Lessor shall continue to be entitled to retake possession of the premises without any prior notice whatever to Lessee. If Lessee shall fail to surrender possession of the premises immediately upon the expiration of the term hereof, Lessee hereby agrees that all obligations of Lessee and all rights of Lessor applicable during the term of this Lease shall be equally

applicable during such period of subsequent occupancy, whether or not a month to month tenancy shall have been created as aforesaid.

19. **Possession**

If Lessor shall be unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make the premises ready for occupancy, or by reason of the fact that a certificate of occupancy has not been procured, or for any other reason, then the rent herein reserved and covenanted to be paid shall not commence until possession of the demised premises is given or is available, and Lessee agrees to accept such allowance and abatement of rent as liquidated damages, in full satisfaction for the failure of Lessor to deliver possession of said demised premises on the said date and to the exclusion of all claims and rights which Lessee might otherwise have by reason of possession of said entire premises not being given on the said date, and no such failure to give possession on the date of the commencement of the term shall be deemed to extend the term of this Lease.

20. **Condition of Premises**

Except for any outstanding "punchlist" work, or deficiencies noted prior to move-in, Lessee agrees that the taking of possession of the demised premises by Lessee shall be conclusive evidence that the same were in good and satisfactory condition at the time possession was so taken and indicates that the premises were delivered as promised by Lessor, without reservations on the part of Lessee, and that no representation as to the condition of repair or otherwise have been made by Lessor or the agent of Lessor prior to or at the execution of this Agreement that are not expressed herein.

21. **Inability to Perform**

This Lease and the obligation of Lessee to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Lessee to be performed shall in no way be affected, impaired or excused because Lessor is unable to fulfill any of its obligations under this Lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied; or is unable to make or is delayed in making any repairs, additions, alterations or decoration; or is unable to supply or is delayed in supplying any equipment or fixtures; if Lessor is prevented or delayed from so doing by reason of strikes or labor troubles or any outside cause whatsoever, including,

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but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order or regulation of any department or subdivision of any government agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

22. **No Waiver**

The failure of Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or as a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

23. **Access to Premises and Changes in Services**

Lessor shall have the right, without abatement of rent, to enter the said premises, with reasonable notice to tenant, to examine the same or to make such repairs and alterations as Lessor shall deem necessary for the safety and preservation of the said building, and also to exhibit the said premises to be let. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever for the care, supervision or repair of the building or any part thereof other than as herein provided. Lessor shall also have the right, at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Lessee therefor, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, stairs, toilets, elevators, or other public parts of the building, and to substitute automatic, operator-less equipment for elevators, and to change the name, number or designation by which the building is commonly known.

24. **Written Notices**

Any notice required or permitted by this Lease, to be given by either party to the other, may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties given herein, unless another address shall have been substituted for such address by notice in writing, the date of so depositing or date of personal delivery being taken as the date of giving of such notice.
Agreements, conditions or understandings, either written or oral, between Lessor and Lessee other than those set

25. **Taxes**

Lessee agrees to pay an amount equal to 100% of all sales, use or commercial taxes legislated on rents or lease payments arising out of Lessee's use of premises, all operations permits and minor privilege charges occasioned by the occupancy of the Lessee; as well as any and all taxes and assessments on leasehold improvements made to the leased premises by or for the Lessee. Lessee agrees that all of the above charges will be paid when due and payable, and Lessor agrees that Lessee's responsibility will be limited to the actual months of this Lease and any renewal thereof.

26. **Energy**

Lessee agrees to pay for 100% of the energy charges used in connection with the leased premises.

27. **Parking**

Lessee agrees to inform its employees and invitees that all parking facilities will be restricted to automobiles only, in common with others except where reserved or restricted; Lessee further agrees that all trucks and commercial vehicles under its control and supervision will park and operate only in the trucking and operating spaces. Lessor reserves the right to relocate private parking space or spaces and refuse parking to any individual for or without cause.

28. **Areas in Common**

The building known as Airport South as well as surface parking, operating areas in common, inside and outside the building is private property and the Lessor reserves the right to regulate the use of this private property and to refuse, for or without cause, continued entry to any of these areas to anyone regardless of his or her age, sex or nationality.

29. **No Oral Agreements**

All promises, covenants and agreements set forth in this Lease shall be binding upon and inure to the benefit of the parties hereto. It is expressly understood, however, that except as is otherwise provided herein, there are no

forth in the Lease agreement and any riders thereto, if any, and that so subsequent alteration, amendment,

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change or addition to this Lease shall be binding upon Lessor and Lessee unless it is reduced to writing and signed by both parties.

30. **Section Headings**

All headings preceding the text of the various sections contained herein have been inserted solely for the convenience of reference and are not to be deemed or taken as a summary of the provisions to which they pertain, nor shall they constitute a part of this Lease Agreement nor affect its meaning, construction or effect.

31. **Invalid Provision**

If this Lease or any other instrument by way of reference incorporated herein shall contain any term or provision which shall be invalid or unenforceable, the remainder of this Lease or other instruments by way of reference incorporated herein shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent as permitted by law.

32. **Interior Maintenance/Janitorial Services**

Lessee will be responsible for all cleaning and trash removal from the leased premises.

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RULES AND REGULATIONS

- R-1. Canvassing, soliciting and peddling in the building are prohibited, and each Lessee shall cooperate to prevent the same.
- R-2. No hand trucks shall be brought into or used in or about the building except those equipped with rubber tires and side guards, and no hand trucks shall be permitted on the marble floors on the first floor of the building.
- R-3. Each Lessee, before closing and leaving the demises premises, shall see that all windows are closed and that all entrance doors are locked.
- R-4. Lessor reserves the right to exclude from the building, between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on Sundays and legal holidays, all persons who do not present a pass to the building signed by Lessee’s representative. Lessee shall be responsible for any person for whom such a pass is issued.
- R-5. Lessee shall not request building employees to perform any work or do anything outside of the regular duties, unless consent is obtained from the office of the building.
- R-6. The sidewalks, entrances, passages, elevators, stairways and corridors shall not be obstructed or encumbered by any Lessee.
- R-7. Lessee shall not cover or obstruct the sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passages or other public places in the building nor shall any bottles, parcels or other articles be placed on windowsills or in the halls, passageways, stairway or other public places in the building.
- R-8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Lessee on any part of the outside or inside of the building without the prior written consent of Lessor. In the event of the violation of the foregoing by any Lessee, Lessor may remove same without any liability and may charge the expense incurred by such removal to the Lessee violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Lessee by Lessor at the expense of such Lessee and shall be of a size, color and style acceptable to Lessor.
- R-9. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building nor placed in the halls, corridors or vestibules of the building without consent of Lessor.
- R-10. No awnings, window air conditioning units or other projections shall be installed without the prior written consent of Lessor. No curtains, blinds, shades, screens shall be attached to or hung in or used in connection with any window or door of the building without the prior written consent of Lessor. Such awnings, air conditioning units, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color and attached in a manner approved by the Lessor.
- R-11. Lessor reserves the right for the operation of vending machines in the building of which the leased premises are part. Lessee shall not operate any vending machine nor will it allow any vending machines to be operated in the leased premises.
- R-12. The water and water closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the Lessee.
- R-13. No Lessee shall mark, paint, drill into or in any way deface any part of the building. No boring, butting, stringing or attaching of wires shall be permitted except with the prior written consent of the Lessor and as the Lessor may direct. No Lessee shall install any electrical appliance or equipment such as, but not limited to, business machines, heaters, grills, toasters, fans, etc., without the prior written consent of the Lessor. No Lessee shall lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the building, and if linoleum or other similar floor covering is desired to be used, an interlining of builder’s deadening felt shall be first be affixed to the floor by paste or other material that is soluble in water, the use of cement or other similar adhesive being expressly prohibited.
- R-14. No Lessee shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the demised premises, and no cooking shall be done or permitted by any Lessee on said premises without the prior written consent of Lessor.
- R-15. No Lessee shall make or permit to be made any unseemingly or disturbing noise or vibration, or disturb or interfere with other occupants of the building or those having business with them. No Lessee shall throw anything out of the doors, windows or skylights or down passageways, elevator shafts of stairways.
- R-16. No Lessee shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance.
- R-17. No additional locks or bolts of any kind shall be placed upon any doors or windows by any Lessor nor shall any changes be made in the existing locks or the mechanisms thereof. Each Lessee must, upon the termination of Lessee’s tenancy, leave the doors and windows in the demised premises in the like condition to that at the outset of said Lease and must restore to Lessor all keys to rooms, closets and toilets.
- R-18. All removals or the carrying in or out of any safes, freight, furniture or bulky material of any description, must take place during the hours which the Lessor or its agent may determine from time to time. Lessor reserves the right to inspect all freight to be brought into the building and exclude from the building all freight which violates any of the rules or regulations of the Lessor.
- R-19. No Lessee shall purchase spring water, ice, towels or other like service from any company or person not approved by Lessor.
- R-20. Lessor shall have the right to prohibit any advertising by any Lessee which, in Lessor’s opinion, tends to impair the reputation of the building or its desirability as a building for offices and, upon written notice from Lessor, Lessee shall refrain from or discontinue such advertising.
- R-21. Lessee shall not use the name of the building for any purpose other than that of the business address of Lessee and shall never use any

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picture or likeness of the building in any circulars, notices, advertisements or correspondence without Lessor’s prior written consent. Lessee shall not advertise the business, profession or activities of Lessee conducted in the building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities.

R-22. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises or the building.

R-23. The demised premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

R-24. In addition to all other liabilities for breach of any provision of these Rules and Regulations, Lessee shall pay to Lessor all damages caused by such breach. The violation of such provision may also be restrained by injunction.

R-25. The Rules and Regulations which form a part of this Lease may be amended at any time upon written notice from Lessor and shall apply with equal effect not only to Lessee, but also to the employees, agents, servants and invitees of Lessee, as well as those having business with Lessee.

R-26. Floor pads must be used under desk chairs in carpeted areas at all times.

R-27. Parking of all bicycles and motorcycles is limited to parking areas designated for such vehicles.

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