

LEASE AGREEMENT

(17821 Georgia Avenue,
Olney, Maryland 20832)

by and between

OLNEY ONE CENTER, LLC
a Delaware limited liability company
("Landlord")

and

MONTGOMERY COUNTY, MARYLAND.,
a body corporate and politic
("Tenant")

Date of Lease: April 1, 2020

LEASE AGREEMENT

(17821 Georgia Avenue,
Olney, Maryland 20832)

THIS LEASE AGREEMENT ("Lease"), dated for reference purposes as of April 1, 2020 ("**Effective Date**"), is entered into by and between **OLNEY ONE CENTER, LLC**, a Delaware limited liability company authorized to conduct business in the state of Maryland ("**Landlord**") and **MONTGOMERY COUNTY, MARYLAND.**, a body corporate and politic ("**Tenant**"), who agree as follows:

1. PREMISES.

1.1 **Lease of Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rental rate and upon the conditions set forth in this Lease, the area shown by crosshatched lines on **Exhibit A** (the "**Area**") together with all improvements now or hereafter situated on the Area for the placement of an approximately 11'9" x 44' trailer and any necessary lighting, decking, ramps, and stairways which are required to enter and exit the trailer (the "**Trailer**"; the Area and the Trailer, collectively, the "**Premises**"), situated within the project located at 17821 Georgia Avenue, in the City of Olney, Montgomery County, State of Maryland (the "**Project**"). Landlord reserves the air rights over and above the Premises and the right to enter upon the Premises upon twenty-four (24) hours prior written notice to tenant, except in the case of an emergency, in which case no prior notice must be given, but Landlord shall provide Tenant with such notice as soon as is practicable under the circumstance, to shore the foundations and/or to install, maintain, use, repair, inspect and replace pipes, ducts, conduits and wires leading under, over or above the Premises and serving other parts of the Project. Tenant shall not interfere with, modify or relocate any such pipes, ducts, conduits, equipment and wires.

1.2 **Non-Exclusive Right to Use Common Areas.** Tenant and its employees, contractors, agents, customers and invitees shall have the non-exclusive right, along with others designated from time to time by Landlord, to the free use of the "**Common Areas**" (defined below) (including, but not limited to, the non-exclusive access into and parking in the Project). The term "**Common Areas**" means (a) the sidewalks, walkways, landscaped areas, parking areas, trash areas, common utilities and facilities and any other facilities or improvements located on the Project designated from time to time by Landlord for common use, and (b) the curb cuts and private driveways or private streets adjacent to the Project which provide access, ingress and egress for the Project and the Premises to and from a public street or road access.

1.3 **Parking Spaces.** Landlord agrees, subject to compliance with Laws, Tenant, at its expense, shall be entitled to post signs stating "Reserved for Police" in front of up to four (4) parking spaces in the Common Areas immediately adjacent to the Premises in the location of such parking spaces pursuant to the Prior Lease (as defined below in Section 2.1) and designated as "**Designated Parking**" on **Exhibit A** attached hereto, or such other spaces as mutually acceptable to Landlord and Tenant ("**Parking Signs**"). Prior to changing the Parking Signs, Tenant shall obtain Landlord's consent on the exact location of the Parking Signs as well as all other relevant details concerning the Parking Signs, such as but not limited to the type of sign, method of installation, materials used and contents of the Parking Signs. Tenant shall maintain the Parking Signs in good condition and repair, and shall remove the Parking Signs upon the expiration or termination of this Lease. Tenant shall direct its employees, agents, guests, and invitees to park in these four (4) parking spaces before using other parking spaces in the Project. Tenant agrees to comply with Landlord's reasonable rules and regulations relating to the use of the parking areas of the Project. In the event of any conflict between this Lease and such rules and regulations, the terms and conditions of this Lease shall control.

2. PRIOR LEASE.

2.1 **Prior Lease.** It is understood and agreed that Tenant currently occupies the Area under a month-to-month tenancy under a prior lease between Tenant and Landlord's predecessor-in-interest dated December 19, 1996, as amended ("**Prior Lease**"). As Tenant is currently occupying the Premises under the Prior Lease, Tenant acknowledges that the Premises are in satisfactory condition and agrees to accept the Premises as of the Effective Date of this Lease in "as is" condition.

3. TERM.

3.1 **Term.** The Term of this Lease shall begin on the Effective Date and end on the last day of the one hundred eightieth (180th) full calendar month thereafter (the "**Expiration Date**"), unless sooner terminated pursuant to the provisions of this Lease. The Term may be extended as provided for in Section 3.2 below.

3.2 Extension Option.

(a) Landlord hereby grants to Tenant the right to extend the Term of the Lease for one (1) period of sixty (60) months (an "**Extension Option**"), as hereinafter provided. If properly exercised and if the conditions have been satisfied, the extension term shall commence immediately following the end of the Initial Term, and in such event, the extension term (the

"Extension Term") shall be deemed to be part of the Term. The right of extension herein granted to Tenant shall be subject to, and shall be exercised strictly in accordance with, the following terms and conditions.

(b) Tenant shall exercise the Extension Option by giving Landlord written notice of the exercise thereof (the "Option Notice") not later than six (6), nor earlier than twelve (12), months prior to the expiration of the initial Term. Time is of the essence as to all dates pertaining to Tenant's exercise of the Extension Option. If the Option Notice is not given timely or if Tenant does not exercise the Extension Option or if there remains any uncured default at the commencement of the Extension Term, then, at Landlord's election, the Option Notice shall be void and Tenant's right of extension with respect to such Extension Term shall lapse, and be of no further force or effect. In no event shall Tenant have the right to extend the Term of this Lease beyond the expiration of the Extension Term.

(c) During the Extension Term, if properly exercised, all the terms, conditions, covenants and agreements set forth in this Lease shall continue to apply and be binding upon Landlord and Tenant, except that the Gross Rent payable during the Extension Term shall be as shown in Section 4.1 below.

3.3 Mutual Early Termination Right. Landlord and Tenant shall both have an ongoing right to terminate this Lease by giving the other written notice of such termination with one hundred eighty (180) days prior written notice. All Rent and other charges due under this Lease shall be prorated through the effective date of termination and Tenant shall promptly pay any of said sums to Landlord.

4. RENT.

4.1 Gross Rent. Commencing on the Effective Date, Tenant shall pay rent to Landlord as set forth herein. If the Effective Date occurs on a date other than the first day of a month, the Gross Rent for the period prior to the first day of the first full month thereafter shall be prorated based upon the number of days from the Effective Date until the first day of the first full month after the Effective Date, and shall be paid with the first monthly installment of Gross Rent.

Gross Rent:	Period of Term	Annually	Monthly
	1-60	\$10,000.00	\$833.33
	61-120	\$11,000.00	\$916.66
	121-180	\$12,100.00	\$1,008.33
	181-240	\$13,310.00	\$1,109.16

For the avoidance of doubt, it is the intention of the parties that the Gross Rent, set forth hereinabove, includes real estate taxes, common area maintenance charges, and property insurance for the Project and the same will not be billed in addition to the Gross Rent. Landlord, in Landlord's sole discretion, shall have the right to apportion any part (or none) of the Gross Rent, as Landlord deems advisable, toward Tenant's share of real estate taxes, common area maintenance charges, and property insurance for the Project.

4.2 Additional Charges and Taxes; Use and Occupancy Taxes. Notwithstanding anything to the contrary in Section 4.1, and separate from real estate taxes for the Project, Tenant shall pay before delinquency any and all taxes, assessments, impositions, excises, fees and other charges levied, assessed or imposed by governmental or quasi-governmental authority upon Tenant or its business operation, or based upon the use or occupancy of the Premises, or upon Tenant's Rent, leasehold interest, trade fixtures, furnishings, equipment, alterations, changes and additions made by Tenant, merchandise and personal property of any kind owned, installed or used by Tenant in, from or upon the Premises. Should the appropriate taxing authority require that any tax, assessment, imposition, excise or other charge referred to in this Section 4.2 be collected by Landlord for or on behalf of the taxing authority, then such tax, assessment, imposition, excise or other charge shall be paid by Tenant within five (5) days after demand therefor. The taxes, assessments, impositions, excises, fees and other charges described in this Section 4.2 shall be the obligation of Tenant and not Landlord, notwithstanding whether the same is billed to Landlord or Tenant.

4.3 Electronic Payments. Landlord further agrees that Tenant may make monthly, automatic, electronic deposits of Gross Rent or any payments of money from Tenant to Landlord required to be paid under this Lease other than Gross Rent ("Additional Rent"; Additional Rent together with Gross Rent collectively "Rent") using the Automated Clearing House (ACH) system or other similar system into Landlord's bank account as set forth in Section 14.2 below. Tenant must fund such account so that sufficient funds are in Tenant's account on the first of each month for the withdrawal and payment of Gross Rent. If not paid by such account, Tenant shall send payments to Landlord at Landlord's Rent payment address in Section 14.2 below.

4.4 Late Payment. If any payment of any amount that Tenant is obligated to pay under this Lease, including, without limitation, Rent is not received by Landlord within ten (10) days after its due date, Tenant shall be immediately obligated to pay, as Additional Rent, a late charge equal to the greater of (i) five percent (5%) of the amount due, or (ii) One Hundred Fifty Dollars (\$150.00) to compensate Landlord for the additional administrative expense and inconvenience occasioned thereby, which late charge shall be due within ten (10) days after written demand therefor by Landlord.

5. - **USE AND OPERATION OF THE PREMISES.**

5.1 **Permitted Use.** The Trailer shall be used for a satellite station of the Montgomery County Police 4th District, and for no other purpose. In no event shall Tenant use the Premises for law enforcement activities, such as questioning, processing, or detaining anyone.

5.2 **Cabling.** Tenant shall provide, install, operate and maintain, at no expense to Landlord, the computer, telephone, cabling/conduit, electrical and other lines which serve the Trailer, as well as any and all other facilities or equipment which may be necessary or appropriate.

5.3 **Right to Install Signs.** Tenant shall have the right, at its own expense, to install and at all times thereafter maintain in good condition and repair a sign on the exterior of the Trailer, similar to that existing as of the Effective Date hereof. The sign must conform to all requirements of governmental and regulatory bodies and be in compliance with all Laws, and sign criteria established and modified by Landlord from time to time.

5.4 **Electricity and Data Services.** Tenant shall be responsible for the cost of all electricity, water, gas, and all other utilities required in order to operate the Trailer. Tenant shall be solely responsible for the cost of all data communications necessary for the operation of the Trailer.

6. **MAINTENANCE.**

6.1 **Maintenance of Premises.** Throughout the Term, Tenant, at its sole expense, shall maintain all portions of the Premises in good condition, ordinary wear and tear excepted, except that Landlord shall maintain any paved areas of the Premises, including removal of accumulations of snow and ice, in conjunction with its maintenance of the paved areas of the Project. Notwithstanding the foregoing, Tenant shall be responsible for promptly removing any ice and snow from the Trailer ramp and any pedestrian access to the ramp. Tenant shall, at its own cost, be responsible for keeping and maintaining and replacing, as needed, the Sanijohn 150 gallon tank located beneath the Trailer, including having the Sanijohn holding tank pumped out on a regular basis as needed, and paying all charges for utilities associated with its use. Tenant shall keep the Trailer in good order and repair, including repairing or replacing the Trailer within a reasonable time after any damage, unless in Landlord's reasonable opinion the damage poses a hazard, in which event Tenant shall repair or replace the Trailer immediately. Any replacement to the exterior portions of the Premises shall require Landlord's prior consent.

6.2 **Maintenance of Common Areas.** Landlord shall at all times operate and maintain the Common Areas in accordance with the standards of first-class projects of comparable size and quality to the Project and in the vicinity of the Project, including, without limitation, landscaping and removal of accumulations of debris and snow from all paved areas, sidewalks and walkways of the Premises and Common Areas.

6.3 **Landlord's Covenants.** During the Term of this Lease, Landlord agrees as follows:

6.3.1 Access to the Premises shall be available through the Common Areas during the Term, as the same may be extended.

6.3.2 Landlord shall be responsible for all costs associated with the compliance of the Project (excluding the Premises) with all present and future federal, state and local common law, statutes (including without limitation The Americans with Disabilities Act), as amended from time to time, rules, codes, ordinances and regulations, and all directions, requirements, rulings and orders of all federal, state and local courts and other governmental (and quasi-governmental) agencies and authorities including, without limitation, those of any health officer, fire marshal, building inspector or other officials, of the governmental agencies having jurisdiction ("Laws").

6.3.3 Landlord, in the performance of maintenance, repairs or other obligations of Landlord, shall not adversely affect the visibility of Tenant's improvements or Tenant's signs or the use of the Premises by Tenant, its employees, agents, contractors, invitees and/or customers.

6.4 **Mechanic's Liens.** If any mechanic's or materialman's lien or notice of lien shall at any time be filed against the Premises or the Project by reason of work, labor, services or materials performed or furnished to, through or under Tenant, Tenant shall immediately, and in all events within thirty (30) days, cause the same to be bonded or discharged of record. Notwithstanding the foregoing, Tenant has the right to contest any such lien, so long as Tenant provides a statutory bond to Landlord of payment that either removes such lien from title to the Premise or Project, or assures that any adverse judgment with respect to such lien shall be paid without affecting title to the Premise or Project.

7. HAZARDOUS MATERIALS.

7.1 No Hazardous Substances and Moisture Infiltration. Tenant shall maintain the Premises, and its operations thereon, in compliance with all federal, state and local laws, regulations, ordinances, rules, orders, and agency policies or guidelines regarding the environment, human health or safety ("Environmental Laws") that apply to the Premises or its use. Tenant shall not store or use hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by Environmental Laws, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §§ 9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §§ 6901 et seq.); "toxic substances" as defined under the Toxic Substances Control Act (TSCA) (15 U.S.C. §§ 2601 et seq.); "hazardous materials" as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable, reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter "Hazardous Substances"). Tenant shall cure any spill, leak, discharge, or other release from, on, about or under the Premises resulting from its breach of this Section 7.1 pursuant to a plan approved by Landlord, but Tenant shall not be responsible for curing any Hazardous Substances caused by Landlord or other tenant or occupant of Landlord during the Term of this Lease. Tenant shall promptly remediate conditions in accordance with EPA guidance on mold prevention and remediation in commercial buildings (EPA publication-402-K-01-001).

7.2 Tenant Indemnification. Tenant shall indemnify and hold Landlord and Landlord's agent, and their lessors, partners, officers, shareholders, members, trustees, principals, agents, property managers, employees, contractors, affiliates, subsidiaries or parent companies and any mortgagee(s) ("Landlord's Indemnitees") harmless from any and all fines, suits, procedures, claims, liabilities, costs and actions of any kind, including reasonable counsel fees and other costs that are awarded by a court of law, arising out of or in any way related to a breach of this Section 7 arising from or out of any occurrence upon or at the Premises, or the occupancy or use by Tenant of the Premises occasioned wholly or in part, to such extent, by any negligent act or omission of Tenant, its agents, contractors, or employees, exempting however any claims arising from the negligence, wrongful acts or omissions of any of the Landlord's Indemnitees. Tenant's obligations and liabilities under this Section 7.2 shall survive the expiration or earlier termination of this Lease.

8. ASSIGNMENT AND SUBLETTING.

8.1 Consent. Without the prior written consent of Landlord in each instance, which consent may be given or withheld in Landlord's sole and absolute discretion, Tenant shall not assign, mortgage, pledge, encumber, sublet, underlet, license or permit the Premises or any part thereof to be used by others, or otherwise transfer, voluntarily, by operation of law, or otherwise, this Lease or the Premises or any interest herein or therein.

8.2 Continuing Liability. Upon any assignment or subletting, Tenant shall at all times remain directly and primarily liable for the payment of Rent and for compliance with all of its other obligations under this Lease.

9. INSURANCE.

9.1 Tenant's Insurance Obligations. Tenant's indemnification liability is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the notice requirements and the damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02, (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase Tenant's liability over and above the caps provided in the County Indemnification Statutes, as applicable. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity of Tenant, its members, officers, employees, or agents pursuant to Maryland law, or otherwise.

Landlord's Insurance. Landlord shall provide property, liability, and/or such other insurance coverages as Landlord, in its sole discretion, deems appropriate for the Project.

9.2 Release and Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Tenant and Landlord hereby waive and release any and all rights of recovery, whether arising in contract or tort, against the other, including their employees and agents, arising from and after the Effective Date for any and all loss or damage to any property located within or constituting a part of the Project (inclusive of the Premises), which loss or damage arises from the perils that could be insured against under worker's compensation insurance or the ISO Causes of Loss-Special Form Coverage (formerly known as "all-risk"), including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self-insures the loss or damage) or which right of recovery arises from any loss or damage that could be insured under time element insurance, including without limitation loss of earnings or rents resulting from loss or damage caused by such a peril. This mutual waiver is in addition to any other waiver or release contained in this Lease. If there is a conflict between this Section 9.3 and any other provision of this Lease, this Section 9.3 shall control. Landlord and Tenant shall cause each worker's compensation and property insurance policy carried by either of them insuring the Premises,

the contents thereof, or the Project, to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against the other party hereto in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit, and shall not be voided by the releases provided for above. The provisions of this Section 9.3 shall not limit the indemnification for liability to third parties pursuant to Section 9.4 hereof. In the event of a permitted sublease or other occupancy agreement for all of the Premises, the subtenant or occupant shall expressly agree in writing to be bound by the provisions of this Section 9.3 (as if such subtenant or occupant were Tenant hereunder) for the benefit of Landlord.

9.3 Indemnification. Tenant shall indemnify and hold Landlord's Indemnitees harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other costs awarded by a court of law in connection with property damage and injuries to persons and/or loss of life arising from or out of any occurrence upon or at the Premises, or the occupancy or use by Tenant of the Premises occasioned wholly or in part, to such extent, by any negligent act or omission of Tenant, its agents, contractors, or employees, exempting however any claims arising from the negligence, wrongful acts or omissions of any of the Landlord's Indemnitees. Any such cost, damage, claim, liability or expense incurred by Landlord's Indemnitees for which Tenant is obligated to reimburse Landlord's Indemnitees under this Lease shall be deemed Additional Rent due and payable within five (5) days after notice to Tenant that payment is due. Tenant's liability under this Lease is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the notice requirements and the damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02, (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase Tenant's liability over and above the caps provided in the County Indemnification Statutes, as applicable. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity of Tenant, its members, officers, employees, or agents pursuant to Maryland law, or otherwise.

9.4 Evidence of Insurance Upon written request. Tenant shall provide Landlord on or before the Commencement Date, and thereafter on or before the renewal date of Tenant's insurance, access to a web-based certificate of insurance or other evidence of insurance (the "COI"), evidencing coverages in force. Landlord shall accept the COI as Tenant's evidence of insurance. Tenant's failure to provide proof of insurance required herein in the time and manner required shall be deemed Tenant's election to self-insure. Evidence of Insurance shall be provided by Tenant to Landlord by email at mmajestic@willardretail.com or such other email or mail address as provided by Landlord.

10. LIMITATION OF LANDLORD LIABILITY.

10.1 Limitation of Landlord Liability. Tenant shall neither assert nor seek to enforce any claim, and hereby waives any and all rights to assert or claim, for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Project, or any portion thereof, and Tenant shall look solely to such interest (subject to the rights of any mortgagee) for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord or Landlord's Indemnitees (or any of their officers, trustees, directors, partners, beneficiaries, joint ventures, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be personally liable for any such liability. This Section 10 shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord (or any of its officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be liable for consequential, speculative, or punitive damages, or lost profits.

11. DAMAGE OR CONDEMNATION.

11.1 Damage or Condemnation. If all of the Premises (or all rights of use or occupancy of the Premises) shall be converted, taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose, or purchased by such authority under threat of such taking (collectively, a "Taking"), this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority. If twenty-five percent (25%) or more of the Project or the Building is the subject of such Taking, then whether or not any portion of the Premises is the subject of a Taking, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any Taking, or for the value of any unexpired portion of the Term, or for loss of profits or moving expenses, or for any other claim or cause of action resulting from such Taking. Tenant shall have the right to make a separate claim against the condemning authority for moving expenses, loss of business, and any other awards to which it may be entitled separately from any award due to Landlord as long as such award to Tenant does not diminish Landlord's award.

12. DEFAULTS: REMEDIES.

12.1 Events of Tenant Default. The occurrence of any of the following shall constitute an event of default (each, an "Event of Default") under this Lease: failure of Tenant to pay any Rent when due including any applicable cure period,

following written notice and demand from Landlord; vacating and/or abandonment of the Premises; and Tenant's failure to perform any other covenant, condition or obligation under this Lease within ten (10) days after written notice and demand by Landlord, unless the failure is of such a character as to require more than ten (10) days to cure, in which event it shall be an Event of Default upon Tenant's failure to commence and proceed diligently to cure such default within such ten (10) day period, and/or (b) Tenant's failure to cure such default within twenty (20) days after Landlord's notice to Tenant of such default;

12.2 Remedies. Upon the occurrence of an Event of Tenant Default:

(a) Landlord may terminate this Lease and/or any services provided to Tenant under this Lease, by giving notice of such termination to Tenant, whereupon this Lease shall automatically cease and terminate, and Tenant shall be obligated to immediately quit the Premises. Any other notice to quit or notice of Landlord's intention to re-enter the Premises is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease, without prejudice, however, to the right of Landlord to recover from Tenant all Rent accrued up to the time of termination or recovery of possession by Landlord, whichever is later, and any and all other monetary damages and/or loss of and/or deficiency in Rent sustained by Landlord.

(b) Whether or not this Lease is terminated pursuant to Section 12.2(a), Landlord may proceed to recover possession of the Premises under and by virtue of the provisions of the Laws of the State of Maryland, or by such other proceedings, including re-entry and possession, as may be applicable.

(c) Any damages and/or loss of and/or deficiency in Rent sustained by Landlord may be recovered by Landlord, at Landlord's option: (i) in one (1) or more separate actions, at any time and from time to time, as and to the extent that said damages and/or Rent shall have accrued; or (ii) in a single action deferred until on or after the Expiration Date or earlier termination date of this Lease. This provision shall be subject to the terms of section 16 of this lease. Non-appropriation shall not constitute an event of default.

(d) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, subject to the terms of Section 16, the right of injunction, the right to specific performance, and the right to invoke any remedy allowed at law or in equity or under this Lease. Non-appropriation shall not constitute an event of default.

12.3 Cumulative Remedies. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be lawfully entitled at law, in equity or under this Lease, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law, in equity or under this Lease as if specific remedies were not provided for herein.

12.4 Landlord Self-Help. If Tenant defaults in the making of any payment or in the doing of any act under this Lease required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act, and charge Tenant the amount of the payment or the cost to perform such act together with interest thereon at an annual rate of interest equal to the lesser of (i) the maximum rate of interest permitted in the State of Maryland, or (ii) twelve percent (12%), calculated on the basis of a 365-day year, actual days elapsed, from the date any cost or expense is incurred until the amount owing (including all interest owing thereon) is fully paid (the "Lease Interest Rate"). Such payment or cost and interest shall constitute Additional Rent due and payable within ten (10) days of Landlord's demand. Landlord's making such payment or taking such action shall not operate to cure such default or to estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled at law, in equity or under this Lease.

12.5 Events of Landlord Default. It shall be a Landlord default in the event Landlord fails to perform any covenants, conditions, and agreements under this Lease within ten (10) days after written notice and demand by Tenant, unless the failure is of such a character as to require more than ten (10) days to cure, in which event it shall be an Event of Default upon Landlord's failure to commence and proceed diligently to cure such default within such ten (10) day period, and/or (b) Landlord's failure to cure such default within twenty (20) days after Tenant's notice to Landlord of such default, in which event Tenant may, at its option, terminate this Lease, in addition to pursuing any and all remedies available at law or equity.

13. SURRENDER OF PREMISES- HOLDING OVER.

13.1 Surrender. Tenant, on the Expiration Date, shall peaceably surrender to Landlord the Premises in broom-clean condition and in good repair, and shall return to Landlord any and all keys (including, without limitation, access cards) furnished to, or otherwise procured by, Tenant relating in any way to the Premises or the Project. Tenant hereby waives any and all notices to vacate. Subject to Section 13.2, Tenant shall remove the Trailer and all of its personal property (unless requested to remain by Landlord), as well as its signs and identification marks (collectively "Personal Property") from the Premises at or before the end of the Term. Tenant agrees to repair all damage caused by such removal. In the event Tenant does not make any repairs as required by this Section 13, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs. No act or thing done by Landlord Parties shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of

Landlord or Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease, and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

13.2 Failure to Remove Personal Property. If Tenant fails to remove all of its Personal Property by the Expiration Date, then such Personal Property shall be deemed abandoned by Tenant (without compensation therefor) and, at the option of Landlord, shall become the property of Landlord, or may be removed by Landlord at Tenant's expense, or may be placed in storage at Tenant's expense.

13.3 Holding Over. If Tenant (or anyone claiming through Tenant) does not immediately surrender the Premises or any portion thereof upon the expiration or earlier termination of the Term, then the Rent payable by Tenant hereunder shall be increased to equal one hundred fifty percent (150%) of the Gross Rent and other sums that would have been payable pursuant to the provisions of this Lease if the Term had continued during such holdover period.

14. NOTICES.

14.1 Notices. Any notice, demand or other communication required or permitted by law or any provision of this Lease to be given or served on either party shall be in writing, addressed to the party at the address set forth in Section 14.2, or such other address as the party may designate from time to time by notice, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by a private mail or courier service, delivery charges prepaid, which provides delivery confirmation (such as, without limitation, Federal Express, Airborne or UPS). Any party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice delivered pursuant to the terms hereof, to change its respective address and to specify any other address within the United States of America, provided said new address is not a post office box or facsimile number. All communications delivered, as set forth herein, shall be deemed received by the addressee on the delivery date, the delivery refusal date, or the undeliverable date, as shown on the return receipt or the delivery confirmation. The "undeliverable date" shall mean the date the notice was first unsuccessfully attempted. Notice from an attorney or agent acting or purporting to act on behalf of a party shall be deemed notice from such party if such attorney or agent is authorized to act on behalf of such party.

14.2 Addresses for Notices and Rent Payments.

LANDLORD'S ADDRESS FOR NOTICES:

Olney One Center, LLC
c/o Willard Retail
4800 Hampden Lane, Suite 800
Bethesda, MD 20814
Attn: Michael Majestic

With a copy to:

Olney One Center, LLC
c/o Willard Retail
4800 Hampden Lane, Suite 800
Bethesda, MD 20814
Attn: Tom Sebastian

LANDLORD'S ADDRESS FOR RENT PAYMENTS:

Olney One Center, LLC
c/o Willard Retail
4800 Hampden Lane, Suite 800
Bethesda, MD 20814

If paying by wire transfer:

Bank Name: Sandy Spring Bank
Bank Address: 17801 Georgia Ave
Olney MD 20832
Bank Routing #: 055001096
SSB Customer Account #: 1744657801
SSB Customer Name: Olney One Center, LLC
SSB Customer Address: 4800 Hampden Ln., Suite 800, Bethesda, MD 20814
Attn: Rockville Branch

TENANT'S ADDRESS FOR NOTICE:

Montgomery County, Maryland
Department of General Services
101 Monroe Street, 9th Floor
Rockville, MD 20850
Attn: Director

With a copy to:

Office of County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850

15. MISCELLANEOUS.

15.1 Governing Law. This Lease is made pursuant to, and shall be governed by and construed in accordance with, the Laws of the State of Maryland and any applicable local or county Laws.

15.2 Counterparts. This Lease may be executed in counterparts (faxed, emailed or otherwise), each of which shall be deemed an original but all of which shall constitute one and the same document. This Lease may also be executed in duplicate, each of which shall be deemed an original.

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

15.4 No Waiver of Rights. No waiver by Landlord of any breach of any covenant, condition or agreement contained in this Lease shall operate as a waiver of such covenant, condition, agreement or rule or regulation itself, or of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

15.5 Quiet Enjoyment. Landlord covenants and agrees that upon Tenant's paying the Gross Rent and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant's peaceful and quiet possession of the Premises during the Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord, subject to the terms and conditions of this Lease, any mortgage, and all matters of record, or any other agreements to which this Lease is or may hereafter be subordinated.

15.6 Subordination. This Lease, automatically and without further act or deed by Tenant, shall be subordinate to any and all mortgages currently existing or that may hereafter be placed upon the Project, or any portion thereof, and to any and all renewals, amendments, modifications, participations, consolidations, replacements and extensions thereof. Upon the request of Landlord or any mortgagee or prospective mortgagee, Tenant shall confirm such subordination by executing and delivering within ten (10) days of such request whatever documents Landlord or any present or prospective mortgagee may require. This Lease is subject to all documents of record. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Project or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise.

15.7 Brokers. Each of the parties hereto represents and warrants that there are no other brokerage commissions or finders' fees of any kind due in connection with this Lease, and each of the parties hereto shall indemnify the other against, and hold it harmless from, any and all liabilities, damages, costs, claims and obligations arising from any such claim (including, without limitation, the cost of attorneys' fees in connection therewith). Tenant's indemnity pursuant to the provisions of this Section 15.7 shall also include the indemnification of Landlord's agent for any such claims.

15.8 Waiver of Jury Trial. **TO INDUCE LANDLORD AND TENANT TO ENTER INTO THIS LEASE, LANDLORD AND TENANT EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY OR ALL ISSUES, CLAIMS, CAUSES OF ACTION AND/OR IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND TENANT OR THEIR SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES AND HEIRS UNDER OR IN CONNECTION WITH THIS LEASE, ANY OF THE PROVISIONS HEREOF, AND/OR TENANT'S USE AND/OR OCCUPANCY OF THE PREMISES. LANDLORD AND TENANT EACH FURTHER ACKNOWLEDGE THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS LEASE AND THIS WAIVER WITH LEGAL COUNSEL.**

15.9 Binding on Successors and Assigns. This Lease and the covenants and conditions herein contained shall

inure to the benefit of and be binding upon Landlord, Tenant and their respective successors and assigns; provided, however, no rights shall inure to the benefit of any assignee or successor of Tenant to the extent such assignee or successor acquired any purported interest herein in violation of Section 8. Upon any sale or other transfer by Landlord of its interest in the Premises, and assumption of possession of the Premises by the transferee, such transferee shall be solely responsible for all obligations of Landlord under this Lease accruing thereafter and Landlord shall be fully and forever released of its obligations hereunder.

15.10 No Recordation. It is agreed that Tenant shall not record this Lease or its Exhibits.

16. NON-APPROPRIATION.

Notwithstanding anything contained in this lease to the contrary, Tenant's obligations under this Lease are subject to, limited by and contingent upon the appropriation and availability of funds. The term Tenant, as used herein, includes the County Executive, the County Council, and all Tenant employees and agents of Tenant. Tenant makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that Tenant's budget constitutes an executive and legislative function that cannot be contracted away. Landlord irrevocably waives any claim against Tenant for unpaid rent or other damages which occur after the date of non-appropriation, if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of Tenant to appropriate funds. Landlord does not waive any claims which arise from Tenant's performance of its obligations under the Lease prior to the date of non-appropriation.

If Tenant, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

Tenant's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the Tenant's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. Tenant shall make effort to give Landlord notice, in writing, seven (7) business days after Tenant makes a final decision not to appropriate funds sufficient for Tenant to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which Tenant has appropriated funds sufficient to pay Rent and will state the date by which Tenant will vacate the Premises.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the later of the dates accompanying a signature by Landlord and Tenant below.

WITNESS:

LANDLORD:

OLNEY ONE CENTER, LLC,
a Delaware limited liability company

By: OLNEY WILLARD MEMBER, LLC, a
Delaware limited liability company, its
managing member


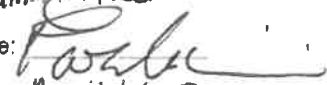
By:  (SEAL)
Name: Michael Majestic
Title: Authorized Signatory
Date of Landlord's Signature: 4/1/2020

ATTEST/WITNESS:



TENANT:

MONTGOMERY COUNTY, MARYLAND.,
a body corporate and politic

By:  (SEAL)
Name: Fariba Kassiri
Title: Deputy Chief Admin. Officer
Federal Tax ID #:
Date of Tenant's Signature: 

April 16, 2020

**EXHIBIT A
TO
LEASE**

Site Plan of Project

Unless expressly set forth to the contrary in this Lease, any site plans, keys, coding, or tenant lists, or other items set forth in this Lease or in Exhibits to this Lease are not intended, in any way, to constitute a representation or warranty by, or on behalf of, Landlord or Landlord's Indemnitees (a) as to the past, current or future layout or dimensions of the Project or any spaces located therein or (b) as to the past, existing or future tenants or occupants in the Project.

