

**STANDARD FULL-SERVICE OFFICE BUILDING
LEASE AGREEMENT**

THIS LEASE AGREEMENT made this _____ day of _____, by and between **The Board of County Commissioners of Calvert County, Maryland**, hereinafter called "Landlord", and Calvert County State's Attorney's Office - Child Support Division, hereinafter called "Tenant".

WITNESSETH

That in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, premises in the Calvert County Courthouse, 175 Main Street, located in Prince Frederick, Maryland. The Courthouse Building shall be hereinafter referred to as the "Building"; the "Building Area" shall include the Building and other facilities including sidewalks, parking areas, pavements, and other areas of access by all tenants. This Lease shall be for the term, upon the rents, and subject to the terms and conditions hereinafter set forth as follows:

1. LEASED PREMISES.

The portion of the Building leased by the Tenant hereunder is hereinafter referred to as the "Leased Premises" and contains approximately 1,223 square feet of leasehold space. The parties agree that the actual square footage of the leasehold space may be more or less than 1,223 square feet.

2. LEASE COMMENCEMENT DATE.

The "Lease Term" shall commence on October 1, 2021, and shall terminate on September 30, 2022.

3. BASE RENT.

Tenant covenants and agrees to pay to Landlord, as rental for the Leased Premises, a base rental in the amount of \$28,461 per annum (hereinafter the "Base Rent"), payable sixty (60) days after the commencement of the Lease Term or, at the option of Tenant, in twelve (12) equal monthly installments of \$2,372 in advance on the first day of each full calendar month during the Lease Term of this Agreement. Base Rent and Additional Rent to be paid under this section or any other Section of this Lease shall be paid by Tenant without any deductions or set-offs whatsoever and without demand.

All rentals payable by Tenant to Landlord under this Agreement shall be paid to Landlord at the Calvert County Office of Finance and Budget, 175 Main Street, Prince Frederick, Maryland 20678. Tenant will make all payments payable to Calvert County Treasurer. Tenant will promptly pay all rentals herein prescribed when and as the same shall become due and payable. Tenant shall pay a "late charge" equal to five percent (5%) of any installment of rental (or any other charge or payment as may be considered additional rental under the Lease) when paid more than ten (10) days after the due date thereof. In addition to the five percent (5%), Tenant agrees to pay reasonable attorney fees incurred by Landlord as a

result of the Tenant's delinquent payment of rent. If Landlord shall pay any monies, or incur any expenses in the correction of a violation of covenants herein set forth, the amount so paid or incurred shall, at Landlord's option, and on written notice to Tenant, be considered additional rental payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in the respective rentals.

All additional costs and monies required to be paid by Tenant to Landlord under the terms of this Lease, including but not limited to those monies payable under Section 5 of this Agreement, are understood to constitute additional rent for the purposes of this Agreement.

4. **BUILDING EXPENSES.**

Landlord shall pay all Building Expenses incurred by Landlord in connection with its ownership, maintenance, and operations of the Building Area not in excess of the Base Year Taxes and Base Year Expenses as hereinafter defined. For purposes of this Lease, the following definitions shall apply:

(a) "Base Year". The Base Year shall be the fiscal year immediately prior to the year in which this Agreement is first in effect. The fiscal year observed by the Landlord shall begin July 1 and end June 30 of each year.

(b) "Base Year Expenses". Base Year Expenses shall equal the Building Expenses for the Base Year as defined herein.

(c) "Building Expenses". Building expenses shall be those annual expenses paid or incurred by the Landlord in connection with the maintenance, operation, repair, and upkeep of the Building Area, in a manner deemed reasonable and appropriate by Landlord and shall include, without limitation, the following:

(1) All costs and expenses of operating, repairing, lighting, cleaning, and insuring the Building Area, as well as all cost incurred in removing snow, ice and debris therefrom and of policing and regulating traffic with respect thereto;

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

(3) Maintenance and repair of mechanical and electrical equipment including heating, ventilation, and air conditioning equipment.

(4) Window cleaning, janitorial service, trash removal service, and pest control service, including, if applicable, the cost of necessary equipment, uniforms, supplies, and sundries;

(5) Maintenance and repair of elevators, stairways, restrooms, lobbies, hallways, and other common areas and facilities;

(6) All costs and expenses, other than those of a capital nature, for the replacement of paving, curbs, walkways, landscaping, drainage, and lighting facilities;

(7) All costs and expenses of grass cutting, fertilizing, planting, replanting, and replacing flowers, shrubs, or other exterior decorations within the Building Area;

(8) All costs of maintaining and providing the policies of insurance and insurance coverage that the Landlord is required to provide under the terms of this Lease and such other insurance policies and coverage as Landlord shall deem reasonably prudent;

(9) All costs necessary for providing adequate security and/or security personnel to the Building and Building Area, if such is deemed necessary by the Landlord, provided that nothing in this provision shall include costs for sworn law enforcement personnel on routine duty;

(10) All other expenses which would be considered an expense of owning, maintaining, operating, or repairing the Building or Building Area;

(11) Nothing in this section shall be construed to include the cost of capital improvements, as determined under sound accounting principles, or work which the Landlord performs specifically for and at the cost of any particular tenant.

5. **USE.**

No use shall be made or permitted to be made of the Leased Premises or acts done which will increase the existing rate of insurance on the Building or the Building Area or cause the cancellation of any insurance policy covering the Building or the Building Area or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about the Leased Premises any article which may be prohibited by the standard form of fire insurance policies. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any public or private nuisance of any other act or thing which may disturb the quiet enjoyment of any other tenants in the Building. Tenant shall not use the Leased Premises or permit the same to be used in whole or in part for any purposes or use that is deemed to be in violation of any such laws, ordinances, regulations, or rules of any public authority or organization at any time. A judgment of any court of competent jurisdiction, governmental administrative agency, or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, or rules in the use of the Leased Premises, shall be deemed to be a conclusive determination of that fact between Landlord and Tenant.

Tenant shall not transport any safe, heavy machinery, heavy equipment, including computer terminals or other computer equipment, bulky matter or fixtures (the "equipment and machinery") into or out of the Building or Leased Premises without Landlord's prior written consent and approval which consent and approval shall not be unreasonably withheld. In obtaining the Landlord's approval as required under this paragraph, Tenant agrees to provide Landlord with all technical specifications concerning the equipment and machinery and to pay the costs of any and all structural changes which in the sole discretion of the Landlord are required to be made in order to safely and efficiently accommodate the equipment or machinery to be transported into or out of the Building or Leased Premises. If such equipment or

machinery requires special handling, Tenant agrees to employ only persons holding the proper license to do said work, and that all work in connection therewith shall comply with any applicable Federal, State, County, or other governing laws, rules, or regulations. Tenant understands and agrees that it is liable for any damage done to the Building or Leased Premises resulting from the movement of any equipment or machinery.

6. ELEVATORS, HEAT, AND CLEANING.

Subject to the provisions of Section 4 hereof, as long as Tenant is not in default under any of the covenants of the Lease, Landlord shall, if and insofar as existing facilities permit: (a) provide necessary automatic elevator service on business days from 8:00 a.m. to 7:30 p.m. and on Saturdays from 8:00 a.m. to 2:00 p.m. (herein called "normal business hours"); (b) furnish heat or air conditioning to the Leased Premises, when and as required during normal business hours; (c) cause the Leased Premises to be kept clean, provided the same is kept in order by Tenant. Landlord shall have no responsibility to provide any services under (a) or (b) above except during normal business hours. After-hours services shall be provided at the discretion of the Landlord. Additional janitorial service beyond that required for normal office use shall be at the expense of the Tenant and pursuant to terms, conditions, and costs established by the Landlord in its sole discretion. Landlord reserves the right to stop service of the 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 Landlord are desirable or necessary to be made, until said repairs, alterations, replacements, or improvements shall have been completed. Landlord shall have no responsibility or liability for failure to supply heat, air conditioning, elevator, plumbing, cleaning, and electric service, during said period or when prevented from so doing by laws, orders, or regulations of any Federal, State, County or Municipal authority or by strikes, accidents, or by any other cause whatsoever beyond Landlord's control. Landlord's obligations to supply heat and air conditioning are subject to applicable laws and regulations as to energy conservation and other such restrictions.

7. UTILITIES.

Subject to the provisions of Sections 4 and 5 hereof, Landlord will furnish Tenant throughout the Lease Term utilities including, without limitation, electricity, water, and sewage. Nothing in this section shall make the Landlord responsible for loss of such service except by the negligence or recklessness of the Landlord in the loss of such service. The Landlord shall have the right, provided that there is an adequate and reasonable notice to the tenant, to temporally interrupt the service to make repairs or to provide general service of equipment if needed.

8. INSURANCE.

Landlord shall maintain at all times during the term of this Agreement the following policies of insurance for the Building, which shall cover the improvements to the Leased Premises, but which shall not include Tenant's personal property or any other

type of property of the Tenant located upon the Leased Premises or within the Building:

(a) fire and property insurance coverage;

(b) umbrella liability insurance with maximum coverage of up to One Million Dollars (\$1,000,000).

The annual cost of maintaining and providing the aforesaid insurance shall be a Building Expense under section 4 of this Lease Agreement; provided, however, that any increase in the premiums on the aforementioned insurance which are directly attributable to the leasehold improvements made by the Tenant, or materials stored upon the Leased Premises by Tenant, or activities conducted upon the Leased Premises by Tenant, shall be borne solely by Tenant.

9. PUBLIC LIABILITY INSURANCE.

With respect to the Leased Premises, Tenant will keep in force at its own expense, so long as this Lease remains in effect, Comprehensive General Liability Insurance with companies and in a form acceptable to Landlord with a minimum of One Million Dollars (\$1,000,000) of combined single limit general liability coverage, naming both Landlord and Tenant as insured parties. At the request of the Landlord, Tenant will provide Landlord with a "Certificate of Insurance" for the aforesaid coverage.

10. RULES AND REGULATIONS.

Tenant agrees to be bound by the Rules and Regulations as adopted, promulgated, and amended by Landlord, when and if Landlord deems appropriate, pertaining to and for the purpose of maintaining and operating the Building and the Building Area in a clean and orderly manner, preserving the safety and good order thereof, and furthering the convenience and welfare of all of the tenants in the Building Area. Landlord expressly reserves the right to make such rules and regulations. Said Rules and Regulations and any reasonable amendments, changes or additions thereto which Landlord may hereafter make are hereby incorporated in this Lease and shall be binding upon Tenant as if fully set forth herein, provided that said Rules and Regulations shall in no way be in conflict with any of the terms and conditions of this Lease. Any Rules and Regulations shall be effective upon written notice thereof to Tenant in the manner provided in Section 26 hereof.

11. REPAIRS.

Tenant will keep the interior of the Leased Premises in good order and repair. Tenant will surrender the Leased Premises at the expiration of the term, or at such other time as it may vacate the premises, in as good condition as when received, excepting depreciation caused by ordinary wear and tear.

Tenant will promptly repair at its own expense any damage to the Leased Premises caused by bringing into the premises any property for Tenant's use or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused unless caused by Landlord, its agents, employees or contractors; and, in default of such repairs by Tenant, Landlord shall make the same and Tenant agrees to pay the cost thereof to Landlord promptly upon Landlord's demand therefor.

12. **WATER DAMAGE.**

Landlord shall not be liable to Tenant, its agents, employees, contractors, customers, or other visitors for any injury or damage to person or property resulting from water, rain, snow, or dampness which may leak or issue from or through any part of the Building other than that caused by failure of Landlord to make any repairs which it is required to make hereunder following receipt of written notice of such repairs and after having a reasonable opportunity in which to make same.

13. **ALTERATIONS BY TENANT.**

Subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld, and to the provisions of this Section, Tenant at Tenant's expense, may make alterations, additions, or improvements which are non-structural and which do not affect utility services or plumbing and electric lines, in or to the interior of the Leased Premises. All alterations, improvements, or additions shall be removed from the Leased Premises not more than thirty (30) days after the termination of this agreement. All alterations, improvements, or additions that remain upon the Leased Premises more than thirty (30) days after termination of this Lease shall be deemed abandoned and shall become the property of the Landlord. Furthermore, any alteration, addition, or improvement made without written consent from Landlord shall be removed upon a request by the Landlord to do so.

Tenant may remove any of its trade fixtures installed at its expense. Upon removal of any trade fixtures from the premises or upon removal of any alterations, additions, or improvements as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the Leased Premises to the condition existing prior to installation and repair any damage to the Leased Premises or the Building due to such removal. Tenant shall, before making any alterations, additions, installations, or improvements, at its expense, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and, upon completion, certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals, and certificates to Landlord. Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Landlord may require. If any mechanic's lien is filed against the Leased Premises or the Building of which the same forms a part for work claimed to have been done for, or materials furnished to Tenant whether or not done pursuant to this Section, the same shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by filing the bond required by law. It is agreed and acknowledged that Tenant may remove all of its equipment from the Leased Premises at the conclusion of this Lease Agreement.

14. **SIGNS.**

Tenant shall, at its sole cost and expense, affix a sign containing Tenant's name, business practice, and suite location upon or near the exterior entrance door to the Leased Premises or

other location designated by Landlord. The Tenant shall have the right to use of the sign on Main Street containing Tenant's name, business practice, and suite location. The Landlord shall first approve any sign for size, lettering, and general aesthetic conformity with the other signs to be placed in the Building Area or on the Main Street sign.

15. INDEMNITY BY TENANT.

To the extent permitted by law, Tenant will indemnify Landlord and save it harmless from and against any expenses, loss or liability paid, including attorney's fees, suffered or incurred as the result of any breach by Tenant, Tenant's agents, servants, employees, customers, contractors, visitors or licensees, of any covenant or condition of this Lease, and any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof or any other part of the Building Area, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, servants, employees, customers, contractors, visitors or licensees; provided, however, that this indemnification shall not apply to any such injury, loss, damage or liability arising from any such injury, negligence, or misconduct on the part of Landlord, its agents, servants, employees, contractors or licensees.

16. LANDLORD EXCULPATION.

The Landlord shall not be responsible or liable to the Tenant for any injury or damage resulting from acts or omissions of persons occupying property adjoining the Leased Premises or any part of the Building of which the Leased Premises is a part, or for any injury or damage resulting to the Tenant or its property from bursting, stoppage, or leaking of water, gas, sewer or steam pipes, except where such loss or damage arises from the willful or negligent misconduct of the Landlord, its agents, servants, or employees, or from the Landlord's failure to make the repairs as required hereunder.

17. FIRE OR OTHER CASUALTY.

If the Leased Premises, or any other portion of the Building, shall, through no fault of Tenant or Tenant's agents, servant, employees, customers, contractors, visitors or licensees, be damaged by fire, the elements, unavoidable accident or other casualty, but the Leased Premises are not hereby rendered untenable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated; if by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable; if by reason of such occurrence the Leased Premises shall be rendered wholly untenable, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within thirty (30) days after said occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed premises in which event, this Lease and the tenancy hereby created shall cease as of the date of said

occurrence, the rental to be adjusted as of such date. All of the above notwithstanding, if Landlord, in its absolute discretion, shall desire, within a reasonable time after the occurrence of any such accident or casualty (even though the Leased Premises may not have been affected by the same) to demolish, rebuild or reconstruct the Building, then, upon written notice from Landlord to Tenant, this Lease shall terminate on a date to be specified in such notice, and all rent shall be adjusted as of the time of the occurrence of any such accident or casualty.

Landlord and Tenant respectively waive and release each other from any and all rights of recovery, claims, losses, and/or damages arising or resulting from any act or omissions of either with respect to the Leased Premises to the extent that such loss or damage should have been covered under their respective insurance policies in accordance with this Lease Agreement. Furthermore, Landlord and Tenant agree to waive any right of subrogation on behalf of any party in whom such right may otherwise exist or accrue as a result of any of the aforesaid incidents.

18. INSPECTION AND ENTRY BY LANDLORD.

The Tenant at any time during the term shall permit inspection of the Leased Premises during reasonable hours by the Landlord or the Landlord's agents or representatives, and by or on behalf of prospective purchasers, and during the three months next preceding the expiration of this Lease shall permit inspection thereof by or on behalf of prospective tenants. The Tenant shall permit the Landlord to erect, use and maintain pipes and conduits in and through the Leased Premises. The Landlord shall have the right to change the arrangement and/or location of entrances or passageways, doors, and doorways, corridors, stairs, toilets, or any of the other public parts of the building containing the Leased Premises, and after reasonable notice, to change the name, number or designation by which said building is commonly known. If at any time an entry shall be deemed necessary for the protection of the property, or for making any repairs or decorations, whether for the benefit of the Tenant or not, the Landlord or Landlord's agents may enter into the Leased Premises, and accomplish such purposes and make such repairs or decorations. The right and authority hereby reserved do not impose, nor does the Landlord assume by reason thereof, any responsibility or liability whatsoever for the care, maintenance, or supervision of the Leased Premises or any of the pipes, fixtures, appliances, or appurtenances therein contained or therewith in any manner connected.

If the Landlord is required by any law, ordinance, regulation, or order to make any structural alteration, change or addition in the building of which the Leased Premises are part, and to carry out which it is reasonably necessary to take some portion of the Leased Premises, the Landlord shall have the right to do so and the rent herein reserved shall thereafter be proportionately reduced and the Tenant shall not be entitled to any damages which may be occasioned thereby. If such structural alteration, change or addition shall so affect the Leased Premises as to make them substantially unusable for the purpose herein set forth, either the Landlord or the Tenant may terminate this Lease on 30 days written notice and effective upon the date set forth in such notice this Lease shall then cease and expire as if such date were the date herein fixed for the expiration of the term hereof.

19. ASSIGNMENTS AND SUBLETTING.

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the written consent of Landlord first obtained which consent shall not be unreasonably withheld. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Landlord shall have the right at any time to assign this Lease, in whole or in part, to any third party.

20. NOTICE OF DEFAULT TO LANDLORD AND RIGHT TO CURE.

If Landlord shall fail to perform any covenant, term or condition of this Agreement required to be performed by Landlord, Tenant shall give, by certified mail, a notice of default to the Landlord, which shall specifically set forth the nature of the nonperformance by the Landlord and shall give the Landlord thirty (30) days within which to begin to effectuate a cure of such default or nonperformance. Said notice of default shall be a condition precedent to the institution by Tenant of any judicial proceedings for nonperformance or default against the Landlord.

21. PERFORMANCE BY TENANT.

Tenant covenants and agrees that it will perform all covenants and agreements herein expressed on its part to be performed and that it will promptly upon receipt of written notice specifying action desired by Landlord in connection with any such covenant or agreement, commence to comply with such notice; and further, that if Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord may, at its option, enter upon the Leased Premises and do the things specified in said notice, and Landlord shall not be liable to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay as additional rent, promptly upon demand, any expense incurred by Landlord in taking such action.

22. CONDEMNATION.

If the whole or any part of the Leased Premises shall be acquired or condemned by way of condemnation, or under threat thereof, for any public or quasi-public use or purpose, then in the event this Lease and the tenancy created hereunder shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord or against any award obtained for the value of any unexpired portion of the lease term or otherwise unless the Landlord is the condemning party, provided, that the rent payable hereunder shall be adjusted as of the date of any such termination.

23. OTHER REMEDIES OF LANDLORD.

If Tenant shall violate any covenant, including the covenant to pay rent, made by it in this Lease, and shall fail to pay said rent within the ten (10) day period or in the event of a violation of any other covenant commence compliance with said covenant within ten (10) days after being sent notice of such violation by Landlord, Landlord may, at its option, re-enter the Leased Premises

and declare this Lease and the tenancy hereby created terminated; and Landlord shall be entitled to the benefit of all provisions of lands and tenements held over by tenants or proceedings in forcible entry and detainer.

Tenant further agrees that notwithstanding the first paragraph of this Section, Tenant shall remain liable for any rent or damages which may be due or sustained prior thereto, all reasonable costs, professional fees, and expenses incurred by Landlord in leasing the Leased Premises to another tenant, and Tenant shall further be liable for liquidated damages to be calculated in the following manner: Tenant shall pay an amount of money equal to the total rent which but for such termination would have become payable during the unexpired portion of the Leased Term remaining at the time of such termination, less the amount of rent, if any, which Landlord may receive during such period from others to whom the Leased Premises may be rented on such terms and conditions and at such rentals as Landlord, in its sole discretion, shall deem proper. In event that the Landlord declares this Lease Agreement terminated in accordance with this provision, the Landlord agrees to use its best efforts to relet the Leased Premises in order to mitigate its damages. Such liquidated damages shall be payable in monthly installments, in advance, on the first day of each calendar month following such termination, and continuing until the date originally fixed herein for the expiration of the Lease Term. Any suit or action brought to collect any deficiency for any month shall not in any manner prejudice the right of the Landlord to collect any deficiency for any subsequent month by a similar proceeding. Within one month after the date originally fixed herein for the expiration of the Lease Term, Landlord shall give a written statement to Tenant showing all sums received by the Landlord by way of liquidation and all sums received from others to whom the Leased Premises may have been rented. In the event, it appears that Tenant has paid a greater sum of money than is due, as determined by the terms of this paragraph, then, and in such event, Landlord will promptly refund to the Tenant any such excess.

24. REMEDIES CUMULATIVE.

No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instances upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

25. SUCCESSORS AND ASSIGNS.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.

26. NOTICES.

All notices, demands, and requests required under this Lease shall be in writing. All such notices, demands, and requests shall be deemed to have been properly given if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Landlord: Board of County Commissioners
of Calvert County, Maryland
175 Main Street
Prince Frederick, Maryland 20678

(b) If to Tenant: Calvert County State's Attorney
Child Support Division
175 Main Street
Prince Frederick, Maryland 20678

Either party may designate a change of address by written notice to the other party, and thereafter all notices to such parties shall be sent by registered or certified mail to such substitute address.

27. APPLICABLE LAW.

This Lease shall be construed under the laws of the State of Maryland.

28. CAPTIONS AND HEADINGS.

The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision or the scope or intent of this Lease nor in any way affect this Lease.

29. ATTORNMENT.

In the event of any sale of the Building or Building Area or any part thereof, this Lease Agreement shall, at the option of the transferee, continue in full force and effect and Tenant hereunder will, upon request, attorn to and acknowledge the purchaser or purchasers at such sale, as landlords hereunder.

30. QUIET ENJOYMENT.

If and so long as Tenant pays rent and additional rent reserved by this Lease, and performs and observes all the covenants and provisions hereof, Tenant shall enjoy the Leased Premises, subject, however, to the terms and provisions hereof.

31. TERMINATION.

This Lease and the tenancy hereby created shall cease and terminate at the end of the Lease Term, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the

summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given. For the period of three (3) months prior to the expiration of the Lease Term of any extension or renewal thereof, the Landlord shall have the right to show the Leased Premises and all parts thereof to prospective tenants between the hours of 9:00 a.m. and 5:00 p.m. on any day except Saturday and Sunday and except any legal holiday on which Tenant shall not be open for business.

32. HOLDING OVER.

Any holding over after the expiration of the Lease Term by Tenant except with the written consent of the Landlord shall be deemed to be a tenancy from month to month and except for the term thereof, and the rent payable during such term, shall be on the same terms and conditions specified herein, so far as are applicable.

33. NO OPTION.

The submission of this Lease for examination does not constitute a reservation of any option for the Leased Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by the Landlord and Tenant.

34. NO WAIVER.

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

35. ENTIRE AGREEMENT.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement, between the parties or their affiliates shall be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a writing signed by all of the parties hereto or their duly authorized agents.

36. ZONING AND LICENSING APPROVALS.

Anything herein elsewhere contained to the contrary, this Lease and all the terms, covenants, and conditions hereof are in all respects subject and subordinate to all zoning restrictions

affecting the Leased Premises, and the Building in which they are located, and the Tenant agrees to be bound by such restrictions. The Landlord further does not warrant that any license or licenses, permit or permits, which may be required for the business to be conducted by the Tenant on the Leased Premises will be granted, or, if granted, will be continued in effect or renewed, and any failure to obtain such license or licenses, permit or permits, or any revocation thereof or failure to renew the same, shall not release the Tenant from its obligations under this Lease Agreement.

37. **SEPARABILITY.**

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

ATTEST:

LANDLORD:
**BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY, MARYLAND**

BY: _____ (SEAL)
Earl F. Hance,
President

ATTEST:

TENANT:

BY: _____ (SEAL)
Robert H. Harvey, Jr.
State's Attorney