

## OFFICE SUBLEASE AGREEMENT

**THIS OFFICE SUBLEASE AGREEMENT** (the "Agreement" or "Sublease"), made as of this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Clarksville Business Suites, LLC, a Maryland limited liability company ("Lessor") and \_\_\_\_\_ ("Lessee").

In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. PREMISES.

(a) Lessor hereby subleases to Lessee, and Lessee subleases from Lessor, the premises described as Suite \_\_\_\_\_ (the "Premises"), located in the Building known as "Clarksville Professional Center" at 6339 Ten Oaks Road, Clarksville, Maryland 21029 (the "Property"), upon the terms and conditions set forth in this Office Sublease Agreement, together with the right to use, in common with others, the Common Areas appurtenant to the Building. In addition, Lessor shall provide, at a minimum, the following furniture and equipment, within the Premises, for Lessee's exclusive use during the Term: \_\_\_\_\_

(collectively, the "Furnishings").

(b) Lessee, by its assumption of possession of the Premises, acknowledges and agrees to have accepted the Premises and the Furnishings in their current "AS IS" condition and further acknowledges and agrees that the Premises are ready for occupancy and in the condition required under this Sublease. Neither Lessor nor any of Lessor's agents, have made, and Lessee has not relied upon, any representation or warranty with respect to the Premises, except as expressly set forth in this Sublease.

(c) The Premises will be inspected prior to move in and after move out in order to determine damage caused by Lessee. Damage may include, but not be limited to, damage to walls, carpets, ceilings, doors, door frames, fixtures and furnishings in the Premises and/or in the Common Areas. All damage caused by Lessee to the Premises, Common Areas and/or the Property will be repaired at Lessee's sole cost and expense. All such costs and expenses incurred for said repairs shall be deemed to be Additional Rent.

### 2. TERM.

(a) This Sublease is for a term of \_\_\_\_\_ months (the "Initial Term"), beginning on \_\_\_\_\_ (the "Commencement Date") and ending on \_\_\_\_\_ (the "Termination Date").

(b) Upon the expiration of the Initial Term of this Sublease, provided this Sublease has not been previously terminated pursuant to the provisions of this Sublease as may be set forth elsewhere herein, this Sublease shall automatically renew for successive additional one (1) year renewal terms (individually, a "Renewal Term" and collectively, the "Renewal Terms"; the Initial Term as may be extended by the Renewal Terms [if applicable] is collectively, the "Term"), unless on or before ninety (90) days prior to the then current expiration date of this Sublease, either party has given written notice of such party's intention not to renew this Sublease for an additional one (1) year renewal term.

3. AMENITIES AND USE OF COMMON AREAS. During the Term, subject to rules and regulations promulgated by Lessor:

(a) Lessor grants to Lessee a non-exclusive license to use, in common with others, the driveways, footways, parking areas, and other exterior common areas of the Property, which may exist from time to time, provided that same shall be subject to use by others and to such reasonable rules and regulations as Lessor may from time to time prescribe governing the same; and provided that Lessor shall at all times have full and exclusive control, management and direction thereof.

(b) Lessor grants to Lessee a non-exclusive license to use, in common with others, the three conference rooms located in the Building, on a first reserved, first served, basis. The Lessor currently has an online reservation system that will be made available to the Lessee in order to reserve a conference room. In addition, Lessor grants to Lessee a non-exclusive license to use, in common with others, the elevator, hallways, lobbies, kitchenettes, rest rooms and public balconies located

in the Building.

(c) Lessor will provide building standard internet service to the Lessee, in common with others, via a Building Wi-Fi or via hard-wired access, at no additional cost to the Lessee provided that the Lessee doesn't exceed the typical bandwidth needed for standard office usage (i.e. 10-15 Mbps per user). Lessee understands that the Lessor's wireless network is not secured such that other users on the Lessor's guest wireless network may have access to Lessee transmitted data, list of websites visited or other personal information. To the extent that the Lessee desires a more secure access to the Internet and more robust bandwidth, then the Lessee may want to have a wired connection with a separate VLAN and SSID which the Lessor's IT company may be able to set up for the Lessee for a one-time fee paid by the Lessee. Lessee is responsible for providing Lessee's own computer, monitor, keyboard, mouse and other computer peripheral items. Any and all reasonable out of pocket costs incurred by the Lessor's computer support company for assisting the Lessee with regard to any computer issues and/or setting up and/or securing their network or their computers shall be at the sole expense of the Lessee. In addition, Lessee shall be provided, in common with others, commercially reasonable access to such other office equipment as Lessor provides, from time to time, in its sole discretion. Lessor reserves the right to charge Lessee a reasonable per page charge for any usage of the Lessor's copier to the extent such copier is available.

(d) Lessee hereby acknowledges that the Internet is not owned, operated, managed by or in any way affiliated with Lessor or any of its affiliates, and that it is a separate network of computers independent of Lessor. Lessee's use of the Internet is solely at Lessee's own risk and is subject to all legal requirements and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond Lessor's authority and control. The transmission of any material in violation of any legal requirements is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary, or material judged by Lessor to be inappropriate or improper such as unsolicited bulk e-mail messages. Lessor has zero tolerance for the violation of legal requirements or international law and/or sending unsolicited bulk e-mail messages and reserves the right to terminate the Internet connection in the event that Lessor becomes aware of any such violation or use. Lessee has no rights to use or access the Lessor's computer network.

(e) LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE INTERNET INCLUDING, BUT NOT LIMITED TO, THOSE OF SECURITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES OR SERVICE INTERRUPTION HOWEVER CAUSED. USE OF ANY INFORMATION OBTAINED BY LESSOR'S NETWORK IS AT LESSEE'S OWN RISK. LESSOR SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES.

(f) Routine maintenance and periodic system repairs, upgrades and reconfigurations may result in temporary impairment or interruption in service. As a result, Lessor does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice.

### 4. RENT.

(a) Lessee covenants and agrees to pay to Lessor, as rent for the Premises, on or before the first day of each month (the "Due Date") of the Term, monthly rent payments of \_\_\_\_\_ ("Rent").

All rent checks should be made payable to Lessor and mailed to Lessor at

the address set forth herein. All payments due pursuant to this Sublease shall be deemed rent payments and shall be due and payable without setoff, counterclaim or recoupment.

(b) If Lessee fails to make any payment of Rent or any other monetary sum due Lessor within five (5) days after the Due Date, Lessee shall pay to Lessor, as Additional Rent: (a) a late charge to cover extra administrative costs equal to the greater of (i) \$100.00 or (ii) Five Percent (5%) of the amount due for the first month or portion thereof that such amount is past due; plus (b) interest on the amount remaining unpaid thereafter at the rate of Eighteen Percent (18%) per annum, provided, however, that should such late charge or interest rate at any time violate any applicable law, the late charge or interest rate will be reduced to the highest rate permitted by law. The foregoing fee is not intended as a waiver of any other remedy provided for herein. If any check or payment by Lessee is returned to Lessor due to insufficient funds, Lessee shall pay Lessor \$35.00 for each said incident.

(c) If Lessee fails to make any payment of Rent or any other monetary sum due Lessor, or provide Lessor any documents as required by this Sublease within ten (10) days after the Due Date (or the written date the documents were requested), Lessor shall have the sole authority to disable any locks, keys, etc. and limit access to the Premises (the "Lock Out") until such time as the payment(s) and/or document(s) have been provided. In the event a Lock Out takes place, Lessee shall pay Lessor a \$50.00 reactivation fee. The foregoing reactivation fee is not intended as a waiver of any other remedy provided for herein.

(d) Lessee shall promptly pay all other sums of money to be paid by Lessee hereunder, all of which sums shall be deemed additional rent ("Additional Rent") hereunder, when and as the same shall become due and payable. If Lessor shall pay any monies or incur any expenses in connection with the failure of Lessee to comply with and satisfy the conditions and covenants herein, the amounts so paid or incurred, shall be deemed Additional Rent and shall be due and payable on demand.

(e) The Rent for each Renewal Term shall be three percent (3%) more than the Rent in effect for the Initial Term or the previous Renewal Term as shall be compounded annually.

5. SECURITY DEPOSIT. Simultaneously with the execution of this Agreement, Lessee shall remit to Lessor \_\_\_\_\_ (the "Security Deposit"), to be held by Lessor as security for the payment of Rent and the performance of Lessee's other obligations under this Sublease. The Security Deposit will be returned to Lessee following the termination of this Sublease if all of Lessee's obligations hereunder are performed up to and including the last day of the Term. Upon any Default (as defined hereinafter), Lessor may apply the Security Deposit to payment of the Rent in default or other monies in arrearage or otherwise owing to Lessor (including any cleaning fee or damages to the Premises or Furnishings, normal wear and tear excepted), and/or to the damages and costs incurred by Lessor as a result of such Default, and/or to costs incurred by Lessor in rectifying such Default. Lessee shall thereupon promptly restore the Security Deposit to the original amounts above specified, and the failure to do so shall be a Default hereunder. If, by reason of any Default under this Sublease, Lessor terminates this Sublease, Lessor may retain the Security Deposit as damages, which shall be applied to Lessor's damages pursuant to this Sublease. Lessor's right to apply the Security Deposit as provided above will not be construed as a limitation upon Lessor's right to seek any other remedy available under this Sublease or at law or in equity for breach of this Sublease. Lessor shall be entitled to the full use of the Security Deposit and shall not be required either to keep the Security Deposit in a separate account or to pay interest on account thereof.

6. ADVANCE RENT. Simultaneously with the execution of this Sublease, Lessee shall also pay Lessor the sum of \_\_\_\_\_, of which shall be credited to the first month of the Term and the remainder of which (\$ \_\_\_\_\_) shall be credited to the last month of the Term.

7. LESSEE EQUIPMENT. Lessee shall not, without first obtaining Lessor's written consent thereto, install or operate within the Premises or the Property any machinery or equipment, (i) which will or may necessitate, in Lessor's sole discretion, any excessive use or changes, replacements or additions to the water, plumbing, heating, air

conditioning or the electrical/low voltage systems of the Premises or the Property or (ii) including without limitation any electrical heating, cooking, photocopying or refrigeration equipment, or electronic data-processing machinery, which uses electrical current exceeding 10 amperes at 110 volts, or in any way increases the amount of electricity which would normally be consumed in the Premises or the Property when used as general office space.

8. USE COVENANT & HAZARDOUS MATERIAL PROHIBITION.

(a) Lessee shall, continuously during the Term, occupy and use the Premises for office purposes, and for no other purpose whatsoever. Lessee further covenants that it **SHALL NOT** (i) use the Premises for, among other things, storage of any mechanical, industrial or other construction materials or supplies; (ii) **use a space heater, refrigerator, coffee maker, microwave oven or similar product within the Premises;** (iii) allow the Premises to be occupied Monday through Friday on a Regular Basis by more than \_\_\_\_\_ **individual (a "Regular Basis" shall be defined as no more than 24 hours per week between the hours of 8:30 am and 4:30 pm Monday through Friday);** (iv) allow any patrons, clients, guests, employees, etc. to wait in or on the Property; (v) store any vehicle in the Property's parking lot; or (vi) park more vehicles on the Property's parking lot or grounds than the number of individuals stated in item (iii) above unless previously approved in writing by Lessor.

(b) Lessee covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the Premises or the Property, any asbestos, polychlorinated biphenyl, petroleum products or any other hazardous or toxic materials, wastes or substances which are defined, determined or identified as such in any federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of any orders or judgments, except to the extent such materials are of a nature and in an amount routinely found in an office environment and are stored, used and disposed of in compliance with all applicable laws.

9. MAINTENANCE AND REPAIRS. Lessee shall, at all times during the Term, and at its own cost and expense, keep and maintain the Premises and the fixtures therein in good repair and condition and shall prevent waste, damage or injury. Lessee agrees to keep the inside of the Premises in a clean, orderly and sanitary condition. Lessee shall make all repairs or replacements to the Premises as necessary as a result of any misuse or neglect by Lessee, its agents, employees, officers, contractors, workmen, invitees, assignees or sublessees. Lessee agrees not to overload the electric wiring serving the Premises or within the Premises, and Lessee agrees not to load the Premises beyond its present carrying or loading capacity. Lessor shall make all other necessary repairs to the Premises, including but not limited to routine repairs of floors, walls, ceilings, lights and other parts of the Premises, damaged or worn through normal occupancy, mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

10. ALTERATIONS. Lessee shall not make any alterations, changes, replacements, improvements or additions in or to the Premises or the improvements thereon, or to the mechanical, plumbing, or electrical systems serving the Premises, without Lessor's prior written consent, which consent may be withheld in the sole and absolute subjective discretion of Lessor. In making any expressly permitted alterations, Lessee shall comply with all governmental rules and regulations in connection with such work and shall prevent any lien or obligation from being created against or imposed upon the Premises or the Property, and will discharge all liens or charges for services rendered or material furnished immediately after said liens occur or said charges become due and payable. Title to all alterations, additions and improvements located on the Premises and other items installed thereon and all alterations, changes, improvements or additions thereto, other than Lessee's trade fixtures, equipment, and other tangible personal property of Lessee which can be removed without damage to the Premises, shall remain solely in Lessor.

11. SIGNS. Lessee shall not, without the prior written consent of Lessor, place or suffer to be placed or to maintain in the common areas or on or about the exterior of the Premises or anywhere in the Premises or on the Property, any sign, advertising matter or other thing of any kind, nor place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises.

12. NO NUISANCE.

(a) Lessee agrees to conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of operation. Lessee further agrees not to paint or decorate any part of the Premises, or change any window treatments, without first obtaining Lessor's written approval of such painting or decoration.

(b) Lessee shall not permit, allow, or cause to be used in or at said Premises any devices, the effect of which shall be audible from the exterior of said Premises, excluding any device installed for the purpose of security; and to keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises.

13. ASSIGNMENT AND SUBLETTING. Lessee shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, without the prior written consent of Lessor.

14. SURRENDER. Lessee shall surrender the Premises at the expiration of the Term, or at such other time as it may vacate the Premises, in as good condition as that on the Commencement Date, ordinary wear and tear, and damage by fire or other hazard reimbursed by Lessor's insurance excepted.

15. INSURANCE.

(a) Lessee agrees to provide and keep in force throughout the Term, in form and companies satisfactory to Lessor, general liability insurance coverage on an occurrence basis with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said insurance policy or policies shall cover Lessee and name Lessor, KLAS Property Management, LLC ("KLAS") and 6339 Ten Oaks, LLC ("6339"; KLAS and 6339 are collectively, "Additional Insureds") as additional insureds with respect to general liability and cover them from and against claims for personal injuries, death or property damage occurring in, upon or about the Property. Lessee shall, prior to the entry by Lessee on the Premises, and upon Lessor's request thereafter, furnish Lessor with a certificate or endorsement showing that such insurance is in full force and effect.

(b) Lessee agrees to obtain and keep in force throughout the Term, at its own expense, with a reputable company or companies authorized to do business in the State of Maryland, an all risk insurance policy or policies providing protection against any peril normally included in such a policy, covering its trade fixtures and other property in, on or about the Premises, and all improvements and alterations made by or on behalf of Lessee, for their full insurable value or replacement cost. Such policy or policies of insurance shall be in form satisfactory to Lessor, shall name Lessor and Additional Insureds as additional insureds and loss payee and shall contain a provision by which the insurer waives any right of subrogation against the Lessor and Additional Insureds arising out of any loss covered by such insurance. Lessor and Additional Insureds shall not be liable to Lessee for any loss or damage to such improvements or Lessee's property or estate whether caused by fire, acts of any other lessee at the Property, or for any other reason whatsoever. It is the intent of the foregoing, and Lessor and Lessee covenant and agree, that Lessee shall protect itself against injury, loss or damage to its property arising from any cause whatsoever, without subjecting the Lessor and Additional Insureds to liability to Lessee for any injury, loss or damage, and without subjecting the Lessor and Additional Insureds to subrogation claims of any insurer.

(c) Lessee shall not do or permit to be done nor keep or permit to be kept, anything in, upon or about the Premises which will contravene any policies of insurance against loss or damage by fire or other hazards, including, but not limited to, public liability, or which will prevent procuring such policies in companies acceptable to Lessor; and if anything done, omitted to be done, or permitted to be done by Lessee, or kept, or permitted by Lessee to be kept, in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or Property to be increased beyond the minimum rate from time to time applicable thereto, Lessee shall pay the amount of such increase within fifteen (15) days of the date of Lessor's demand.

(d) All insurance policies to be maintained by Lessee under this Section shall provide that they may not be canceled or modified without thirty (30) days prior written notice to Lessor.

16. INDEMNIFICATION. Lessee agrees that it shall indemnify, defend and hold harmless Lessor, Additional Insureds and Lessor's and Additional Insureds' members, officers, employees, agents, affiliates, successors and assigns, from and against any claims, suits, demands, actions, investigations, liabilities, damages, losses, liens, penalties, fines, settlements, costs and expenses, as and when incurred (including, without limitation reasonable attorneys' fees and court costs and consultants and expert witness fees), arising from or connected with: (a) any injury to or death of any person or entity or damage to any property occurring or arising from or out of the occupancy or use by Lessee of the Premises or any part thereof or any other part of the Property, or otherwise resulting wholly or in part from any act or omission of Lessee or Lessee's agents, employees, servants, contractors, invitees or licensees; (b) any claim or proceeding brought by a third party alleging, in whole or in part, that Lessee's acts, activities, conduct, or omissions in the Premises or Property violate its obligations to comply with a law, rule, order, ordinance, direction, regulation or requirement of federal, state, county and municipal authorities imposing a duty with respect to the use, occupation or alteration of the Premises; and (c) any breach by Lessee of any warranty, representation, covenant or agreement set forth in this Sublease and any costs incurred by Lessor in connection with exercising its rights and remedies hereunder. Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or Additional Insureds or in which Lessor or Additional Insureds may be impleaded with others upon any such matter, claim or claims. The provisions of this Section shall survive any termination or expiration of this Sublease.

17. LIMITATION OF LIABILITY.

(a) Lessee agrees that any liability of Lessor and Additional Insureds hereunder or otherwise relating to the Premises shall be limited to their respective interest in the Premises or the proceeds thereof, including (without limitation) any insurance, condemnation and sale proceeds; and any judgments rendered against Lessor or and Additional Insureds shall be satisfied solely out the proceeds of sale of such companies' interest in the Premises. No personal judgment shall lie against Lessor, Additional Insureds, or any of Lessor's or Additional Insureds' members, partners, officers, directors, agents or employees. The provisions hereof shall inure to the successors and assigns of Lessor and Additional Insureds including any superior mortgagee.

(b) Lessor and Additional Insureds shall not be responsible or liable to Lessee, or to those claiming by, through or under Lessee, for any injury to any person or entity or damage to or loss or theft of property sustained in or about the Premises or any other part of the Property however the same may be caused.

18. DEFAULT & REMEDIES.

(a) Each of the following shall be deemed a default by Lessee and a material breach of this Sublease by Lessee (each a "Default" or an "Event of Default"): (i) Lessee fails to pay any Rent hereunder within five (5) days after the same shall become due; (ii) Lessee breaches any other term, covenant, agreement or representation of this Sublease and fails to cure such breach within five (5) days after notice thereof has been given by Lessor to Lessee; (iii) the commencement by or against Lessee or by any Guarantor of any proceeding under any provision or chapter of any federal or state bankruptcy, insolvency, reorganization, or other debtor relief law whatsoever; (iv) the appointment, or the consent by Lessee or any Guarantor to the appointment, of any receiver, trustee, custodian or liquidator for Lessee or such Guarantor or any of the assets of Lessee or such Guarantor; (v) the commencement of any action or proceeding for the dissolution or liquidation of Lessee or any Guarantor of Lessee's obligations under this Sublease; (vi) the making by Lessee or by any Guarantor of Lessee's obligations hereunder of an assignment for the benefit of creditors; or (vii) the Premises becoming vacant or abandoned.

(b) Upon the occurrence of any Event of Default by Lessee, Lessor, at Lessor's option, may pursue any one or more of the following remedies: (i) terminate this Sublease, in which event Lessee shall immediately surrender the Premises to Lessor and, if Lessee fails to do so, Lessor shall have, in addition to all other rights and remedies

hereunder and under law, to reenter and repossess the Premises peaceably or by force, with or without process of law, and to take possession thereof and relet the same, without being liable to prosecution or any claim for damages; and Lessor shall have the right to enforce its rights hereunder by summary proceedings. In any such event, Lessee shall remain liable to Lessor as herein provided; (ii) declare the entire balance of the Rent for the remainder of the Term due and payable, and collect such balance in any lawful manner either on a monthly basis or, with an appropriate discount for present value, an accelerated basis; such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent or Additional Rent for the remainder of the Term; (iii) institute any appropriate and available actions at law or in equity against Lessee to enforce any term, covenant or provision of this Sublease, to restrain violation thereof or to recover any Rent or Additional Rent, if any, due or other costs and damages sustained through enforcement of this Sublease, including costs of collection and reasonable attorneys' fees; and/or (iv) pursue any combination of such remedies and/or any other remedy available to Lessor on account of such Event of Default hereunder or under applicable law or equity, including, without limiting the generality of the foregoing, instituting and prosecuting suit for damages and for injunctive relief.

(c) **In addition to the remedies available to Lessor pursuant to Section 18(b), upon the occurrence of any Event of Default by Lessee, Lessee hereby authorizes any attorney admitted to practice before any court of record in the United States to appear for Lessee before any court having jurisdiction in one or more proceedings, or before any clerk or other official of such court, and to confess judgment against Lessee for the entire balance of the Rent for the remainder of the Term, and all Additional Rent, including interest, late charges, court costs, expenses and attorneys' fees as provided herein.**

(d) Should Lessee lose the key(s) issued to Lessee to access the Property and/or the Premises and/or a mailbox, Lessor shall issue Lessee a new key upon the payment of a replacement fee in the amount of \$25.00 for each lost key. Should Lessor, in its sole discretion, elect to issue a new key, prior to the payment of the requisite \$25.00, such amount shall be considered Additional Rent, payable together with the next monthly installment of Rent falling due after Lessor's demand for payment.

19. **LESSOR'S CURE OF LESSEE DEFAULT.** Lessee will perform its covenants expressed in this Sublease to the reasonable satisfaction of the Lessor; Lessee will, within ten (10) days of receipt of written notice specifying action desired by Lessor pursuant to any of Lessee's covenants, comply with such notice; and, in addition to Lessor's immediate remedies for Lessee's Default, if compliance to Lessor's reasonable satisfaction has not occurred within such ten (10) days after delivery of such notice (except in emergency, Lessor need not give any notice), then Lessor may, at its option, without prejudice to Lessor's remedies provided for hereunder, perform such action required of Lessee by the notice, and for such purpose Lessor, its agents, servants, and employees, may enter upon the Premises, Lessee waiving any claim to loss or damage from such action, and agreeing to pay Lessor promptly upon demand any expense it incurs. Any money paid or expense incurred by Lessor, including any appropriate overhead cost shall be considered Additional Rent, payable together with the next monthly installment of rent falling due after Lessor's demand for payment.

20. **ACCESS.** Either immediately in an emergency, or otherwise upon prior reasonable notice to Lessee which may be via email or telephone, Lessor, its agents, employees and contractors shall have the right to enter the Premises at all reasonable times, to inspect same, to enforce or carry out the provisions of this Sublease, and to show the same to lenders, prospective subtenants and purchasers.

21. **CASUALTY.** If the Premises shall be damaged by fire, the elements or other casualty, Lessor shall have the right to terminate this Sublease by giving Lessee written notice of its election to do so within ninety (90) days after the date on which the damage occurs, whereupon this Sublease shall terminate as of the date provided by Lessor in the foregoing notice.

22. **EMINENT DOMAIN.** In the event eminent domain proceedings shall be instituted against the Premises or Property, or any part thereof,

Lessor shall have the right to terminate this Sublease when the Premises or Property is taken by the condemning authority, whereupon this Sublease shall terminate.

23. **NO WAIVER.** The mention in this Sublease or the exercise of any specific right or remedy shall not preclude Lessor from exercising any other right or remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and the failure of Lessor to insist in any one or more instances upon a strict performance of any covenant of this Sublease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, right or option, but the same shall remain in full force and effect, unless the contrary is expressed in writing by Lessor. Acceptance by Lessor of any payment of Rent and the application thereof to any indebtedness shall not be deemed a waiver of any right of the Lessor or an accord and satisfaction of any remaining obligation notwithstanding any contrary position taken by Lessee, however manifested, at the time of tender of such payment. Liability for payment of sums due under this Sublease or for violation of any term of this Sublease shall survive the Term or any extensions thereof.

24. **NOTICES.** All payments of rent shall be made to Lessor at such place in the United States as Lessor shall designate. All notices required or permitted to be given under this Sublease shall be in writing and deemed to be properly received, whether or not actually received: (i) if sent by certified mail, postage prepaid, then three (3) days following the date sent, or (ii) if sent by overnight delivery service, such as Federal Express, on the next day following the date sent. Notices to Lessor and to Lessee shall be sent to the following addresses, but either party may by written notice to the other stipulate a different address:

(a) To Lessor:  
Clarksville Business Suites, LLC  
6100 Day Long Lane, Suite 100  
Clarksville, Maryland 21029  
Attn: Kirk J. Halpin

(b) To Lessee:

\_\_\_\_\_

25. **HOLDOVER.** This Sublease and the tenancy hereby created shall cease at the end of the Term, without the necessity of any notice from either Lessor or Lessee to terminate the same, Lessee thereafter being deemed a holdover Lessee from month to month, and Lessee hereby waives notice to vacate and agrees that Lessor shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a Lessee holding over to the same extent as if statutory notice of it were given. Rent during the holdover tenancy shall be paid at a rate of 200% of the rate at which Rent was payable during the last month of the Term.

26. **INTEGRATION.** This Sublease is intended by the parties as a final and complete expression of their agreement and as an exclusive statement of the terms thereof. This Sublease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors and assigns, and shall be binding upon Lessee, its successors and assigns, and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor in writing. Notwithstanding any provision of this Sublease or any applicable law to the contrary, all claims, demands or causes of action which Lessee may have against Lessor shall be enforceable solely against Lessor's interest in Property and the Premises, and not out of any other assets of Lessor or any of its partners. If Lessor transfers its ownership in Property or the Premises, Lessor shall thereafter be relieved of all obligations of Lessor hereunder or implied by law, subject to provisions contained herein relating to security deposits.

27. **SUBORDINATION.** This Sublease is subject and subordinate to the lien of any mortgage or deed of trust or the Master Lease Agreement between Lessor and 6339 now or at any time hereafter placed upon Property or the Premises, and Lessee hereby agrees to promptly execute any and all instruments to effect such subordination that the Lessor may from time to time request or require. Lessee agrees to attorn to any successor to Lessor's interest in the Premises, whether by sale, foreclosure or otherwise, and agrees, within ten (10) days after written request, to execute and deliver to Lessor and/or its designee, Lessee's estoppels certificate in such form as is reasonably requested by Lessor. If Lessee shall fail to execute the same within said ten (10) days, then

Lessee shall thereby be deemed to have granted Lessor a power of attorney to execute said estoppels certificate, which power of attorney shall be irrevocable and coupled with an interest and shall survive the death, disability, bankruptcy or dissolution of Lessee.

28. COVENANT OF QUIET ENJOYMENT. Lessor covenants and agrees that if Lessee shall perform all of the covenants and agreements required to be performed on the part of Lessee, Lessee shall, subject to the terms of this Sublease, have the peaceable and quiet enjoyment of the Premises. If any provision of this Sublease shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Sublease shall not be affected thereby.

29. RULES AND REGULATIONS. Lessee covenants and agrees to comply with all rules and regulations which Lessor may promulgate from time to time for the benefit of Property and/or the Premises. The current Rules and Regulations are attached to this Sublease as Exhibit A thereto.

30. AUTHORITY. If Lessee executes this Sublease as a partnership, limited liability company or corporation, the person(s) executing this Sublease on behalf of Lessee does personally covenant and warrant that Lessee is qualified to do business in Maryland, that it has full right and authority to enter into this Sublease, and that each person signing on behalf of the Lessee was authorized to do so and the Lessee is bound hereby.

31. REAL ESTATE BROKERS. Lessor and Lessee each hereby represents and warrants to the other that each have not dealt with any broker, agent or finder in connection with the procurement and/or signing of this Agreement. Therefore, no commission shall be paid by Lessor or Lessee to any real estate broker, agent or finder. Lessor and Lessee shall each indemnify, defend and save the other harmless from and against any loss, cost, damage or expense, including reasonable attorney's fees, arising from any breach by it of the foregoing representation and warranty.

32. MISCELLANEOUS.

(a) Caption; Construction of Terms. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. The language in all parts of this Sublease shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against either Lessor or Lessee, and the construction of this Sublease and any of its various provisions shall be unaffected by any argument or claim, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of Lessor or Lessee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. If any provision of this Sublease subjects any action, inaction, activity or other right or obligation of Lessee to the prior consent or approval of Lessor, Lessor shall be deemed to have the right to exercise its sole and unfettered discretion in determining whether to grant or deny such consent or approval. As the term "days" is used in this Sublease it shall mean calendar days.

(b) Amendment. No agreement shall be effective to change or modify this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change or modification is sought.

(c) Waiver of Right of Redemption. To the fullest extent permitted by law, Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event Lessor obtains possession of the Premises by reason of the violation by Lessee of any of the covenants and conditions of this lease, or otherwise. Additionally, to the fullest extent permitted by law, Lessee waives all homestead rights and exemptions which Lessee may have under any law as against any obligations occurring under this lease.

(d) Benefit and Burden. The terms, provisions and covenants contained in this Sublease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

(e) Validity and Severability. Each provision of this Sublease shall be construed in such manner as to give such provision the fullest legal force and effect possible. To the extent any provision herein (or part of such provision) is held to be unenforceable or invalid when applied to a particular set of facts, or otherwise, the unenforceability or invalidity of such provision (or part thereof) shall not affect the

enforceability or validity of the remaining provisions hereof (or of the remaining parts of such provision), which shall remain in full force and effect, nor shall such unenforceability or invalidity render such provision (or part thereof) inapplicable to other facts in the context of which such provision (or part thereof) would be held legally enforceable and/or valid.

(f) Attorneys' Fees. In the event of a breach by Lessee of any of the covenants or provisions hereof, and irrespective of whether Lessor declares a Default or exercises its remedies in connection therewith, Lessor shall have the right to bring a legal action against Lessee in connection therewith, to obtain an injunction of such breach therein, and the right to invoke any other remedies allowed at law or at equity as if re-entry, summary proceedings, or other remedies were not herein provided for; and in the event of such breach by Lessee, Lessor shall be entitled to recover from Lessee, payable as Additional Rent hereunder, any and all reasonable expenses as Lessor may incur in connection with its efforts to secure such injunctive relief or other remedy at law or in equity, including, but not limited to, attorney's fees and court costs

(g) Independent Covenants. If Lessor shall commence any proceeding for nonpayment of Rent, or any other payment of any other kind to which Lessor may be entitled, or which it may claim hereunder, Lessee will not interpose any setoff of whatever nature or description, in such proceedings. The parties hereto specifically agree that Lessee's covenants to pay Rent or any other payments required of it hereunder are independent of all other covenants and agreements herein contained. The foregoing shall not be construed as a waiver of Lessee's right to assert any such claim in a separate action brought by Lessee against Lessor.

(h) No Election of Remedies. Mention in this Sublease of any particular remedy shall not preclude Lessor from any other remedy at law or in equity to which it may be entitled, and all remedies herein provided are cumulative.

(i) Full Execution. This Sublease shall not be effective, and no leasehold or other agreement shall be deemed or construed to have been created between Lessor and Lessee, until such time as this Sublease has been fully executed by both Lessor and Lessee, and a fully executed original has been delivered from Lessor to Lessee.

(j) Waiver of Jury Trial. Lessor and Lessee hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other, on any claim or matter whatsoever arising out of or in any way connected with this lease, their relationship as Lessor and Lessee, Lessee's use and occupancy of the Premises and/or any claim for injury or damages.

(k) Assumption of Risk. Lessee assumes all risk and liability associated with compliance with applicable laws pertaining to its use of the Premises.

(l) Representation by Counsel. Lessee has been urged to and has had an opportunity to have legal counsel review this Agreement prior to the execution hereof and has either done so or hereby expressly waives the right to do so.

IN WITNESS WHEREOF, the parties have executed this Sublease, under seal, on the date first above written.

WITNESS/ATTEST: LESSOR: Clarksville Business Suites, LLC

By: \_\_\_\_\_ (Seal)  
Kirk J. Halpin, Manager

Date: \_\_\_\_\_

WITNESS/ATTEST: LESSEE:

By: \_\_\_\_\_ (Seal)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### **Rules and Regulations**

- 1) Lessee shall not obstruct or permit its officers, members, directors, employees, contractors, agents, guests and/or invitees (collectively, the "Lessee Party") to obstruct, in any way, the Common Areas of the Property, including without limitation the sidewalks, walkways, entry passages, parking areas, corridors, halls or stairways of the Premises or Property, as applicable. Lessee shall not (a) bring into, store, or use any materials in the Premises or the Property which could cause a fire or an explosion or produce any fumes or vapor, (b) make or permit any improper or disturbing or loud noises, (c) throw substances of any kind out of windows or doors, or down passages or passageways, or (d) place anything upon the window sills. Any trash or rubbish created by Lessee's moving into the Premises or any heavy or excessive waste materials resulting from Lessee's occupancy and use of the Premises shall be removed from the Premises by Lessee, at its sole cost and expense and shall not be placed by the Lessee in the common dumpster at the Property.
- 2) Plumbing facilities shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, ashes, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.
- 3) Lessee shall not (a) obstruct the windows, doors, partitions and lights that reflect or admit light into the Premises or Common Areas, including halls or other places in the Premises, or (b) inscribe, paint, affix, or otherwise display signs, advertisements or notices in, on, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Premises, Common Areas or Property without the prior written consent of Lessor. If such consent be given by Lessor, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Lessor, or a contractor approved by Lessor, but all cost and expense of the same shall be charged to and be paid by Lessee.
- 4) If Lessee proposes any electrical wiring of any kind, and Lessor consents thereto, the wiring must be connected as directed by Lessor and no stringing or cutting of wires will be allowed, except with the prior written consent of Lessor. All such work shall be done only by contractors approved by Lessor.
- 5) No additional locks shall be installed by Lessee on any door or doors without prior written consent of Lessor.
- 6) Lessee shall not conduct, or permit any other person to conduct, (a) any auction upon the Premises, (b) manufacture or store goods, wares or merchandise upon the Premises, without the prior written approval of Lessor, except the storage of usual supplies and inventory to be used by Lessee in the conduct of its business, (c) permit the Premises to be used for gambling, (d) make any unusual or loud noises in the Premises, (e) permit to be played any musical instrument in the Premises, (f) permit to be played any radio, television, recorded or wired music in such a manner as to disturb or annoy other Lessees, Tenants, or occupants, or (g) permit any unusual odors to emanate from the Premises.
- 7) No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Lessor.
- 8) Canvassing, soliciting and peddling in the Premises or on the Property are prohibited, and Lessee shall cooperate to prevent the same.
- 9) Lessee, before closing and leaving the Premises at the end of business hours each day, or at other appropriated times, shall insure that all entrance doors are locked and shall turn off all lights.
- 10) Excepting service animals, no animals of any kind, including without limitation fish, reptiles or birds of any kind, shall be brought into or kept in or about the Premises.
- 11) Lessor hereby reserves to itself any and all rights not granted to Lessee hereunder, including, but not limited to, the following rights which are reserved to Lessor for its purposes in operating the Property:
  - (a) The exclusive right to use the name of the Property for all purposes, except that Lessee may use the name as its business address and for no other purposes;
  - (b) The right to change the name or address of the Property, without incurring any liability to Lessor for so doing;
  - (c) The right to install and maintain a sign or signs on the exterior of the Property;
  - (d) The exclusive right to use or dispose of the use of the roof of the Property;
  - (e) The right to limit the space on the directory of the Property to be allotted to Lessee; and
  - (f) The right to grant anyone the right to conduct any particular business or undertaking in the Property.
- 12) Lessee and its employees shall park their vehicles only in those portions of the parking area which are unreserved or otherwise as designated by Lessor. Bikes shall not be brought into the Premises.
- 13) Upon Lessor's prior written approval, all moving of any kind of freight, furniture, large packages, boxes, crates or any other object or matter of any description shall take place before or after normal business hours or such hours as Lessor may determine. Lessor shall in no way be liable to Lessee for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or Property under the provisions of this Rule.
- 14) The use of the Premises or the Property for sleeping quarters or for any immoral or illegal purpose is strictly prohibited at all times.
- 15) Lessee shall not permit any smoking in the Premises or the Premises. Smoking cigarettes may be permitted outside of the building in areas designated by Lessor.
- 16) Normal business hours for the Premises shall be 8 a.m. through 6 p.m., although Lessee may have access to its Premises and the Common Areas before and after these hours. Access may not be available due to inclement weather or other declared emergency.
- 17) The Lessor shall have a janitorial company clean the conference rooms, hallways, bathrooms and break room as well as empty trash from these areas on a regular basis. The Lessor shall not provide any trash removal services, cleaning or janitorial services within the Premises. The Lessor shall provide the Lessee with a schedule of when the common areas of the Building will be cleaned and the Lessee shall be responsible for placing Lessee's trash can(s) from the Premises in the hallway at the end of the business day and then place said trash can(s) back in the Premises at the beginning of the next business day once emptied by the Lessor's janitorial company. To the extent that the Lessee is not present in the Premises on a daily basis, then the Lessor or Lessor's agents may enter the Premises for purposes of emptying such trash can(s) and/or returning such trash can(s) to the Premises. Alternatively, the Lessee may remove all trash, rubbish, garbage and waste from the Premises on a regular basis and dispose of this in the large trash receptacle located in the common break room.

**END OF RULES AND REGULATIONS**

**GUARANTY**

In consideration of \$1.00 and other good and valuable consideration, and of the leasing of the Premises described in the foregoing Sublease to the Lessee, as such term is defined in the Sublease, the undersigned hereby:

(a) Unconditionally guarantees the full and faithful performance by Lessee, its successors and assigns, of each and every term, covenant and condition of said instrument of Sublease on the part of Lessee to be performed to the same extent as if said Sublease had been executed by the undersigned as Lessee.

(b) Covenants and agrees with the Lessor, as such term is defined in the Sublease, that if Lessee shall default at any time during the term granted by said Sublease in the payment of the Rent, Additional Rent, or other charges to be paid by Lessee, or in their performance of any of the terms, covenants or conditions of said Sublease on Lessee's part to be performed, then the undersigned will on demand pay to Lessor the said Rent, Additional Rent and other charges, or any arrears thereof that may remain due to Lessor, and also all damages that may arise in consequence of Lessee's default. In addition, upon the occurrence of any Event of Default, as such term is defined in the Sublease, by Lessee, Guarantor(s) hereby authorize(s) any attorney admitted to practice before any court of record in the United States to appear for Guarantor(s) before any court having jurisdiction in one or more proceedings, or before any clerk or other official of such court, and to confess judgment against Guarantor(s) for the entire balance of the Rent for the remainder of the Term, and all Additional Rent, including interest, late charges, court costs, expenses and attorneys' fees as provided in the Sublease.

(c) Covenants and agrees with Lessor that the undersigned may, at Lessor's option, be joined in any action or proceeding commenced by Lessor against Lessee in connection with and based upon said Sublease on any term, covenant or condition thereof.

(d) Covenants and agrees with Lessor that this Guaranty shall remain and continue in full force and effect as to any modification or amendment of said Sublease and as to any successor, assignee, or sub-sublessee of Lessee and regardless of any changed or different use of the Premises (other than that provided for in said Sublease) whether by Lessee or any successor, assignee or sub-sublessee of Lessee.

(e) Covenants and agrees with Lessor that the validity of this Guaranty and the obligations of the undersigned hereunder shall in no way be terminated, affected or impaired by reason of any action which Lessor may take or fail to take against Lessee or failure to enforce, any of the rights or remedies reserved to Lessor in said Sublease, or otherwise, or by reason of any changes or modifications that may be made in the terms, covenants or conditions of said Sublease.

(f) Covenants and agrees that the liability of each Guarantor hereunder shall in no way be affected by (i) the release or discharge of Lessee in any creditors, receivership, bankruptcy or other proceedings, (ii) the impairment, limitation or modification of the liability of the Lessee or the estate of the Lessee in bankruptcy, or of any remedy for the enforcement of Lessee's said liability under the Sublease resulting from the operation of any present or future provision of the U.S. Bankruptcy Code, 11 U.S.C., et seq., or other statute or from the decision in any court; (iii) the rejection or disaffirmance of the Sublease in any such proceedings; (iv) the assignment or transfer of the Sublease by Lessee; (v) any disability or other defense of Lessee; or (vi) the cessation from any cause whatsoever of the liability of Lessee. The Guarantor hereunder further covenants and agrees that (i) it waives any right of subrogation, indemnification, or similar claim for reimbursement against the estate of the Lessee arising in any manner out of said Guarantor's satisfaction of the Lessee's obligation under the Sublease; and (ii) it shall remain liable for any amounts paid by the Lessee to Lessor and recovered by the Lessee in a preference action.

(g) Waives notice to the undersigned of any and all notices or demands which may be given by Lessor to Lessee and whether or not required to be given to Lessee under the terms of said Sublease (provided, however, that nothing herein contained shall modify any requirement in said Sublease for the giving of notice of default by Lessor to Lessee), and the undersigned further expressly waive notice of, but not limited to, the following: (1) any modification, extension or indulgence granted to Lessee, its successors and assigns; (2) any assignment by Lessee, its successors and assigns; (3) the exercise or

non-exercise of any renewal option or options; and (4) any changed or different use of said Premises.

(h) Represents and warrants that the undersigned collectively or individually has an ownership interest in the entity herein named as Lessee, and acknowledges that this Guaranty is a material inducement to Lessor's entry into the Sublease.

(i) This Guaranty may not be changed, modified or terminated orally. In the event there is more than one (1) one guarantor named hereunder, the liability of the named guarantors shall be joint and several.

IN WITNESS WHEREOF, the Guarantor(s) has/have executed this Guaranty, under seal, on the date first above written.

\_\_\_\_\_  
WITNESS [signature]  
Printed Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS [signature]  
Printed Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Date: \_\_\_\_\_