

## **LEASE AGREEMENT**

This Lease Agreement (hereinafter the "Lease") entered into this \_\_\_\_ day of January 2019, by and between 8138 Liberty Road, LLC as Lessor, and Jessica Ogunsola & AJ and Lola, LLC as Lessee.

### **ARTICLE 1 Leased Premises**

Premises. Subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described Premises: 8138 Liberty Road, First Floor, Windsor Mill, MD 21244 (hereinafter the "Premises"), comprising an area of approximately 1,200 square feet more or less, in the building together with parking herein further described in Article 26.

### **ARTICLE 2 Term**

2.01. Term. The term of this Lease shall commence February 1<sup>st</sup> 2019 and shall terminate Two (2) years from commencement date. The Lessee's obligation to pay rent hereunder, shall commence February 1<sup>st</sup> 2019 and shall terminate Two (2) years from said date.

2.03. Extension Term. Upon the expiration of the Original Term, Lessee shall have the option to extend the Lease for one additional (2)Two Year Term (an "Extension Term"), provided that Lessee gives Lessor written notice at least one hundred eighty (180) days prior to the expiration of the Original Term of its unconditional and irrevocable exercise of each such option and provided further that Lessee is not then and has not been in default hereunder. Within thirty (30) days following Lessee's notice of its extension of the Original Term or of an Extension Term, Lessor shall notify Lessee of its consent to such extension. In the event that Lessee exercises its option as to any Extension Term, all provisions of the Lease shall apply during each Extension Term.

For each year during the term, (including during the initial term and any renewal term, if applicable, the minimum rent shall be increased by Five (5%) Percent annually.

The Original Term and the Extension Term hereinafter shall collectively be referred to as the "Term".

### ARTICLE 3

#### Rent

3.01. Minimum Rent. During the Term, Lessee shall pay to Lessor an annual minimum rent in accordance with the schedule set forth below (hereinafter "Minimum Rent"), in advance, on the first day of each month without notice, deduction, set-off or demand.

If the Original Term or any Extension Term of the Lease shall commence on a date other than the first day of the month, the Minimum Rent for the period from the date of commencement of the term to the first day of the first full calendar month of the term shall be prorated and shall be payable on the first day of the term.

#### 2. Rental.

Lease Year	Annual Rent	Monthly Rent (Base Rent)
▪ 1	\$11,400	\$ 950

The first monthly installment of basic annual rent shall be due and payable simultaneously with the execution of this Lease.

3.02. Late Payment/Interest. If the Minimum Rent is not received by Lessor on or before the tenth (10<sup>th</sup>) day of each calendar month, Lessee agrees to pay Lessor a late charge of five percent (5%) on each Minimum Rent payment received after the tenth (10<sup>th</sup>) day of the month and interest at 1.5% per month until the Minimum Rent is paid. This shall not constitute a waiver of Lessor's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

3.03. Returned Checks. Lessee agrees to pay Lessor Thirty-Five Dollars (\$35.00) for each check returned by bank.

3.04. Additional Rent. All rent, late fees, charges, costs, fees or payments due to Lessor under this Lease, except Minimum Rent, are also rental obligations and shall be referred to hereinafter as "Additional Rent." All Additional Rent shall be collected in the same manner as Minimum Rent, except as otherwise set forth herein. Any such Additional Rent shall be made payable in advance, together with Minimum Rent on the first day of each month throughout the Term of this Lease. Minimum Rent and Additional Rent are sometimes hereinafter referred to as "Rent." Lessee's covenant to pay Rent hereunder shall be independent of Lessee's covenants and agreements of this Lease, and rental payments shall not be subject to abatement, setoff, or deduction, for any cause whatsoever, except as specifically provided herein.

3.05. Where Payable. The Rent shall be payable without demand at:  
**P.O. Box 65044**  
**Baltimore, MD 21209**, or such other address as provided by Lessor.

3.06. Security Deposit. That Lessor hereby acknowledges receipt from Lessee of the sum of **Nine Hundred Fifty Dollars & 00/100 cents** paid prior to or at time of execution of this Lease, to be held as security for the faithful performance by Lessee of the covenants, conditions, rules and regulations contained herein (hereinafter the "Security Deposit"). The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of Lease or for damage to the Premises by Lessee, Lessee's family, agents, employees or social guests in excess of ordinary wear and tear. It is understood and agreed, however, that irrespective of said Deposit, rent shall be paid when due, in accordance with the terms hereof. Lessee shall have the right to be present when Lessor inspects the Premises after Lessee quits and surrenders the Premises, if Lessee notifies Lessor by certified mail of Lessee's intention to move, the date of moving, and Lessee's new address. The notice to be furnished by the Lessee shall be mailed to Lessor at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, Lessor shall notify Lessee by certified mail of the time and date when the Premises are to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving, as designated in Lessor's notice. In the event of a sale of the Building by Lessor, Lessor shall have the right to transfer the Security Deposit to the vendee, or other transferee, and Lessor shall be considered released by Lessee for all liability for the return of such Security Deposit and Lessee shall look to Lessor's transferees solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Lessee without prior written consent of Lessor and any attempt to do shall be void. No interest shall accrue on the Security Deposit.

#### **ARTICLE 4**

##### **Right of First Refusal**

4.01. N/A

#### **ARTICLE 5**

##### **Utilities and Other Services**

5.01. Utilities Lessee shall be solely responsible for and promptly pay all charges for the use or consumption of heat, sewerage, water, gas, electricity or any other utility used or consumed in the Premises, together with all taxes, levies or other charges on such utilities, and any and all special taxes which may be levied by the City/County where the Premises are located, the State of Maryland or the United States of America, for minor privileges or anything placed or maintained on the Premises by the Lessee or for any other purpose or by reason of any other act, matter or thing occasioned by the Lessee's occupancy of the said Premises. If Lessee shall fail to promptly pay, when due, any such charges or taxes, the Lessor, at its option, may pay the same for Lessee's account, in which event Lessee shall immediately, as additional rent, reimburse Lessor therefore upon Lessor's demand, with interest. In no event shall Lessor be liable for any interruption or failure in the supply of any such utilities to the Premises. Lessee shall not install any equipment which can exceed the capacity of any utility facility and if any equipment installed by Lessee requires additional utility facilities, the same shall be installed at Lessee's expense in compliance with all code requirements and plans and specifications which must be approved in writing by Lessor.

In the event that separate meters are not available to measure Lessee's consumption of the above stated utilities, the Lessee's proportionate share shall be determined by multiplying the total charges for each such utility assessed against the Building by a fraction, the numerator of which is the number of square feet in the Premises and the denominator of which is the total square footage of the Building. Lessee's Pro Rata share of utilities to be 40% of building.

**5.02 Real Estate Tax, Insurance Cost and CAM.** In each calendar year during the Lease term, and any renewal or extension thereof, Lessee shall pay to Lessor Forty percent (40%) of the Real Estate Taxes & Insurance Costs. Additionally, Lessee to be similarly responsible for Forty Percent (40%) of Common Area Maintenance of the building, including but not limited to (if required): Dumpster, Snow Plowing, Grass cutting & Landscaping, Exterminating, and any such other costs as may be required from time to time in the common areas of the building. Such percentage share shall be paid by Lessee in monthly installments in such amounts as are estimated and billed by Lessor at the beginning of each calendar year (or with respect to the first year of the Lease term as shall be estimated and billed by Lessor at the commencement of the Lease for the balance of the then calendar year) commencing and ending on dates designated by Lessor, each installment being due on the first day of each calendar month. Within ninety (90) days (or such additional time thereafter as is reasonable under the circumstances), after the end of each Common Area Maintenance Costs for such preceding calendar year and the monthly installments paid or payable shall be adjusted between Lessor and Lessee, and Lessee shall pay Lessor or Lessor shall credit Lessee's account or (if such adjustment is at the end of the Lease term) pay Lessee, as the case may be, within thirty (30) days of the mailing of such statement, such amounts as may be necessary to effect adjustment to the agreed percentage share for such preceding calendar year. Upon reasonable notice given by Lessee within ten (10) days of the mailing of Lessor's statement, Lessor shall make available for Lessee's inspection at Lessor's office, during normal business hours, Lessor's records relating to Lessor's Real Estate Taxes, Insurance and Common Area Maintenance Costs for such preceding calendar year. Failure of Lessor to provide a statement called for hereunder within the time prescribed shall not relieve Lessee from its obligations hereunder.

The Real Estate Tax Costs of the Building are hereby defined as the total real estate taxes payable with respect to the Building and the land on which it is located, including any charges based on increases in the tax rate or the assessed valuation or by reason of the levy, assessment or imposition of any tax on real estate as such, not now levied, assessed or imposed, or for any other reason.

The Insurance Costs of the Building are hereby defined as the total costs incurred by Lessor for maintaining all risk, fire, flood and extended coverage insurance upon the Building as well as the total cost incurred by Lessor for personal injury and property damage liability insurance or similar insurance upon any or all of the Building. Such insurance may be procured by Lessor in amounts and companies selected by Lessor.

The Common Area Maintenance Costs (CAM) of the Building are hereby defined as the total costs and expenses incurred by Lessor to maintain, manage and administer (1) the Premises, the Buildings, electrical, plumbing and mechanical systems), and (2) the common areas and facilities serving the Building, including parking areas, sidewalks, driveways, lighting, landscaped areas, and other common areas and facilities (the "Common Areas"), note, full replacement of a system, being required, due to end of useful life and not by misuse, so long as maintained properly, would remain responsibility of Landlord.

5.03 Janitorial. Lessee shall be responsible for providing janitorial services for the leased Premises.

## **ARTICLE 6**

### **Repair, Replacement, and Maintenance**

6.01. Lessor's Responsibility. Lessor shall keep the common areas of the Building within which the Premises are contained in good order and repair at Lessor's expense. Lessor covenants and agrees to keep and maintain the roof and other exterior portions of the Premises (exclusive of doors, windows, glass and other portions of the storefront of the Premises) in repair, provided that Lessee shall give Lessor written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by Lessee, its agents, employees, invitees or customers, in which event Lessee shall be responsible therefore and shall promptly repair the same. Lessor shall have no responsibility to make any repairs hereunder until a reasonable time after receipt of written notice of the need for such repairs. Unless otherwise provided, Lessor shall not be under any obligation to maintain any part of the Premises or anything located within the Premises. Lessor shall not be liable for any damage or loss to the property of the Lessee or any other person contained in the Premises caused by fire, theft, vandalism, water infiltration, Acts of God, smoke, explosion, or other causes.

6.02. Lessee's Responsibility. Lessee, at Lessee's sole cost, shall operate, maintain, repair (including necessary replacements) the Premises, together with all fixtures, and appurtenances, including exterior doors and windows, window frames, hardware and the like, and meters, electrical, plumbing, heating and air conditioning system and equipment (including those located on the exterior of the systems and Premises, but which exclusively serve the Premises), in good order, condition and repair throughout the Term. Lessee shall suffer or permit no waste or injury to the Premises. Lessee will not overload the electrical wiring or plumbing and will not install any additional electrical wiring or plumbing unless it has first obtained Lessors written consent thereto and, if such consent is given, Lessee will install the same at its own cost and expense. Lessee will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property for Lessee'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 Lessor, its agents, employees or contractors. Lessee shall surrender the Premises at the expiration of the term in as good condition as when received, ordinary wear and tear excepted

Should Lessee fail to render any needed repair to the Premises, Lessor shall have the option, but not the obligation, to render the repair and to charge the cost of the repair to Lessee as Additional Rent, such amount shall be payable to Lessor upon demand.

## **ARTICLE 7**

### **Use of Premises**

7.01. Demised Use. The Premises may only be used as a Make-Up /Studio/ office & for no other purpose. Lessee shall not permit the Premises to be used for any unlawful or illegal purpose whatsoever. Lessee shall not use the Premises or permit use of the Premises in any manner that tends to create waste or a nuisance, or otherwise disturbs the peaceful use and enjoyment of the Building by other unit owners and residents

7.02. Compliance with the Law. Lessee shall, at Lessee's sole expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants, and restrictions of record, and governmental requirements in effect at the commencement hereof or becoming effective during the Term or any Renewal Term hereof, regulating the use of Premises by Lessee.

In the event Lessee shall fail or neglect to comply with any of the aforesaid laws, rules, orders, directions, requirements or recommendations, Lessor or its agents may enter the Premises and take all such action and do all such work in or to the Premises as may be necessary in order to cause compliance with such laws, rules, orders, directions, requirements or recommendations, and Lessee covenants and agrees to reimburse Lessor promptly upon demand for the expense incurred by Lessor in taking such action and performing such work. Lessee further covenants and agrees not to do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Premises which will contravene Lessor's policies insuring against loss or damage by fire or other hazards, including but not limited to, public liability or which will prevent Lessor from procuring such policies in companies reasonably acceptable to Lessor; and if anything done, omitted to be done, or suffered to be done by Lessee, or kept, or suffered by Lessee to be kept, in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises, or other property of Lessor, in companies reasonable acceptable to Lessor, to be increased beyond the minimum rate from time to time applicable to the Premises, or any adjoining stores or to other property of Lessor for the use or uses made thereof, Lessee will pay the amount of such increase promptly upon Lessor's demand.

7.03. Environmental Covenants. Neither Lessee nor its employees, licensees, invitees, agents or contractors shall use, manufacture, release, store or dispose of, on, under, in or about the Premises, any explosive, flammable substance, radioactive material, asbestos in any form, paint containing lead, materials containing urea formaldehyde, polychlorinated biphenyls, or any other hazardous, toxic or dangerous substances, wastes or materials, whether having such characteristics in fact or defined as such under laws or regulations (hereinafter "Hazardous Materials"). Lessee may store and use cleaning fluids of the type sold in supermarkets, provided that Lessee does so in a safe and lawful manner without contaminating the Premises or the environment. Without limiting the foregoing, Lessee agrees (a) to notify Lessor immediately in the event any Hazardous Materials are released or spilled in or about the Premises; (b) to monitor and clean up immediately, any such releases and spills in compliance with all laws and governmental directions and subject to such instructions (if any) as Lessor may provide; (c) to obtain promptly such evidence or governmental approvals that such clean-up has been completed in compliance with all laws and governmental directions as Lessor may require; (d) to deliver to Lessor, in each instance, within three (3) business days after Lessee's receipt thereof, copies of any and all notices received by

Lessee relating to any actual or alleged contamination of the Premises; and (e) simultaneously with delivering any monitoring report or notice to any governmental agency as to any Hazardous Materials or the operation of the Premises with respect thereto, to deliver a copy thereof to Lessor. Lessee hereby indemnifies and saves Lessor harmless from all liabilities and claims arising from the use, storage or placement of any Hazardous Materials upon the Premises, elsewhere within the Building or on the Property (if brought or placed thereon by Lessee, its agents, employees, contractors or invitees).

7.04. Condition of Premises. Lessee has inspected the Premises and is satisfied with the physical condition thereof. Lessee's acceptance of the Premises shall be conclusive evidence of Lessee's receipt thereof in good and satisfactory order and repair, unless otherwise specified herein. Except as expressly stated in the Lease, Lessee acknowledges that it is leasing the Premises in an "as is" condition and that no representations and warranties as to the physical condition of the Premises have been made by or on behalf of Lessor and that no agreements or promises have been bargained for herein.

Notwithstanding any language to the contrary contained herein, all lighting, electrical plumbing and mechanical (HVAC) systems will be in good working condition as of the date of Lease Commencement.

7.05. Alterations, Improvements, and Additions. Lessee shall not make any alterations, improvements or additions to the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld. If such alterations are approved by Lessor, in writing, Lessee covenants and agrees to restore the Premises, at Lessee's sole expense, to its condition prior to any such alterations at the termination of this Lease. All alterations, improvements or additions to the Premises (including affixed Lessee's finish work), fixtures, and replacements, except the Lessee's moveable office furniture and trade fixtures, shall be and remain the property of Lessor and shall remain and be surrendered in reasonably good condition, ordinary wear and tear excepted, with the Premises as a part thereof at the termination of the Lease, by lapse of time or otherwise. Lessor shall not, by mere consent to such alterations, improvements and additions be deemed to have ordered the same or deemed to have granted authority to Lessee to subject the Building, the Premises or the Property to any mechanic's lien rights. Lessee covenants and agrees to promptly pay for all work done and materials supplied in or about the Premises and not suffer or permit any lien to be asserted against the Premises, the Building or the Property. Lessee further covenants and agrees to cause any such lien to be bonded according to law or to otherwise discharge the same upon demand from Lessor

7.06. Lessee's Operations. Lessee covenants and agrees (i) that it will use, maintain and occupy the Premises in a careful, safe and proper manner, (ii) to keep the inside and outside of all glass in the doors and windows of the Premises clean; (iii) that it will not, without the prior written consent of Lessor, place or maintain any merchandise or other articles in any vestibule or entry to the Premises, or elsewhere on the exterior thereof; (iv) that it will maintain the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests; (v) that it will not permit undue accumulations of garbage, trash, rubbish and other refuse, but will remove the same at its own expense, and will keep such refuse in proper containers within the interior of the Premises until called for to be removed; (vi) that it will not use, nor permit nor suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission in such a manner that the sounds emanating therefrom or caused thereby shall be audible beyond the interior

of the demised premises; (vii) that it will not receive or ship articles, fixtures, or merchandise of any kind, except from that portion of the Premises which Lessor designates for such purpose unless otherwise agreed to by Lessee and Lessor; and (viii) that it will conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of operation.

## **ARTICLE 8**

### **Assignment and Subletting**

8.01. Assignment/Subletting. Notwithstanding any reference in this Lease to assignees, subleases, licensees, concessionaires, or similar persons or entities, Lessee shall not assign any of its rights under this Lease or make or permit any sublease, license, mortgage, pledge or other transfer of any part of the Premises to any person or entity for any reason whatsoever without the prior written consent of Lessor, which consent shall not be unreasonably withheld, condition or delayed, subject to the satisfaction of the Lessor as to the viability of the Sublessee and Lessor shall receive upon execution of its consent any due but unpaid rent or additional rent, and an amount equal to fifty percent (50%) of any and all rent paid or agreed to be paid, directly or indirectly, to Lessee in excess of the annual basic rent payable by Lessee under this Lease.

A change in the partners or shareholders of Lessee shall be deemed an assignment for the purposes of this Section.

## **ARTICLE 9**

### **Insurance and Indemnity**

9.01. Liability Insurance - Lessee. Lessee shall, at Lessee's sole cost and expense, obtain and keep in force, during the Term of this Lease a policy of combined Single Limit Bodily Injury and Property Damage Insurance, insuring Lessee and Lessor, as named insureds, against liability arising out of Lessee's use, occupancy, or maintenance of the Premises and all other areas appur Lessee thereto. Such insurance shall be in an amount not less than Two Million Dollars (\$2,000,000). The policy shall insure performance by Lessee of the indemnity provisions of this Article. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee shall provide Lessor with proof of the insurance as required in Section 9.03. Lessee shall, at Lessee's sole cost and expense, keep in force, during the term of this Lease, a policy of Workman's Compensation Insurance in such amounts as required by state law.

9.02. Additional Insurances - Lessee. Lessee, at its sole cost and expense, shall obtain and keep in force, during the Original Term and any Extension Term of the Lease the following insurances:

9.02.1. Property insurance covering all of the items and other improvements not required to be maintained or repaired by Lessor pursuant to the Lease, as well as trade fixtures and personal property from time to time in, on or upon the Premises and any alterations, improvements, additions or changes made by Lessee thereto in an amount not less than one hundred percent (100%) of their full replacement cost from time to time during the Original Term and Extension Term, providing protection against perils included within the standard Maryland form of fire and



extended coverage insurance policy, together with insurance against flooding,, vandalism and malicious mischief. Lessee is aware that the property is in a flood prone area and is advised to obtain any additional insurance coverages warranted to protect Lessee's contents and improvements. Any policy proceeds from such insurance, so long as the Lease shall remain in effect, shall be held in trust by Lessee's insurance company first for the repair, reconstruction, restoration or replacement of the property damaged or destroyed.

9.02.2 If Property is in a flood zone, any insurance necessary, tenant must purchase, at tenants expense any additional coverages warranted.

9.03. Insurance Policies. Insurance required hereunder shall be maintained with a responsible company reasonably satisfactory to Lessor, with general policyholders rating of not less than A and a financial rating of AAA as rated in the most current available ABest's Insurance Reports, and qualified to do business in Maryland. Each such policy shall be issued in the names of Lessor and Lessee. Said policies shall be for the mutual and joint benefit and protection of each of said parties. Lessee shall deliver to Lessor copies of policies of all insurance required under this Article or a certificate evidencing the existence and amounts of such insurance. No such policy shall be cancellable or subject to reduction or modification of coverage unless, Lessee provides Lessor with written notice thirty (30) days prior to any such reduction, modification or cancellation. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals or binder thereof, or Lessor may order such insurance and charge the cost thereof to Lessee as Additional Rent, which amount shall be payable upon demand. Any failure of Lessee to obtain, maintain, or provide copies or certificates of any insurance required hereunder shall constitute a material and continuing breach of this Lease. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Lessor may carry. All such public liability and property damage policies shall contain a provision that Lessor shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee or any other named insured. Any insurance policies herein required to be procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against the Lessor, any other parties in interest and all other lessees or occupants of space in the Building.

9.04. Indemnity. In addition to and cumulative with any other indemnity set forth in the Lease, Lessee shall indemnify and hold harmless Lessor, and Lessor's directors, officers, residents, employees and agents from and against any and all claims arising from Lessee's use or occupancy of the Premises, the Building or the Property, or from the conduct of Lessee's business or from any activity, work or things permitted, or suffered by Lessee in or about the Premises, the Building, the Property or elsewhere and shall further indemnify and hold harmless Lessor, Lessor's directors, officers, residents, members, employees and agents, from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease or arising from any negligence of Lessee, any of Lessee's agents, contractors, or employees, and from and against all costs, attorney fees, expenses and liabilities, incurred in the defense of any such claims or any action or proceeding, brought thereon, and in any case, action or proceeding brought against Lessor by reason of any such claims, Lessee upon notice of Lessor shall defend the same at Lessee's sole expense by counsel satisfactory to

Lessor. Lessee, as a material part of the consideration to Lessor for this Lease, hereby assumes all risk of damage to the Premises, the Building or the Property or injury to person, in, upon, or about the Premises, the Building or the Property arising from any cause. Lessee hereby waives all claims in respect thereof against Lessor.

9.05. Waiver of Subrogation. Lessee hereby releases and relieves the Lessor from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, in connection with the Premises, or activities conducted in or about the Premises, regardless of the cause of the damage or loss, provided that this release shall apply only to the extent that such loss is covered by such insurance. Lessee shall, at the earlier date of obtaining insurance coverages or the effective date of this Lease, give notice to the insurance carriers involved that the foregoing mutual waiver of liability subrogation is contained in this Lease.

9.06. Restrictions. Lessee shall not permit to be done anything that shall invalidate any policies of insurance now or hereafter in force with respect to the Premises, the Building, or the Property and will pay to Lessor as Additional Rent, on demand, all extra insurance premiums, if any, required to be paid by Lessor on account of extra risk caused by Lessee's use of the Premises.

## **ARTICLE 10**

### **Damages or Destruction**

10.01. Damages or Destruction. The following provisions shall apply in the event that the Premises is destroyed or damaged by any casualty, flood or fire.

10.02. General. If the Premises are damaged by fire or other casualty during the Original Term or the Extension Term then the following shall apply:

(a) Lessor shall restore the Premises with reasonable promptness, taking into account the time required by Lessor to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty, to substantially the same condition as existed immediately before such casualty. Lessor may temporarily enter and possess any or all of the Premises for such purpose. Lessor shall not be obligated to repair or restore any fixture, improvement, alteration, furniture or other property owned or installed by Lessee, except alterations or improvements for which insurance proceeds are specifically made available under policies obtained hereunder.

(b) The times for commencement and completion of any such restoration shall be extended for the period of any delay due to Force Majeure. If Lessor undertakes to restore the Premises and such restoration is not substantially completed within one hundred eighty (180) days plus the period of any extension for Force Majeure as aforesaid, then Lessee may terminate this Lease by giving written notice thereof to Lessor within thirty (30) days thereafter.

(c) From the time of such fire or other casualty to substantial completion of the restoration, Lessee's rental obligations shall be abated proportionately for that portion of the Premises which is rendered unleaseable as a result of the casualty.

10.03. Substantial Destruction. Notwithstanding Section 10.02 hereof, the following shall apply:

(a) Lessor may terminate this Lease, by giving written notice thereof to Lessee within sixty (60) days after the fire or other casualty, if the Building is so damaged thereby that (1) either the Premises or the Building is rendered substantially unfit for occupancy, as reasonably determined by Lessor, (2) the Building is damaged to the extent that Lessor elects to demolish the Building, or (3) any mortgagee requires that any or all of the insurance proceeds issued on account of such damage be used to retire any or all of the debt secured by its mortgage.

(b) If Lessor terminates this Lease under Section 10.03(a) then (1) Lessee shall pay to Lessor the Minimum Rent and any Additional Rent payable by Lessee hereunder through the date of the fire or other casualty, (2) Lessor shall repay to Lessee any and all prepaid Rent for periods after such fire or other casualty, and (3) Lessor may enter upon and repossess the Premises without further notice.

10.04. Lessee's Negligence. Notwithstanding Section 10.02 hereof, but subject to Section 9.03 hereof, if any such damage to the Premises, the Building or the Property is caused by or results from the negligent or intentional act or omission of Lessee or any of its employees, contractors, agents, invitees or licensees then (a) the Rent shall not be abated or apportioned as aforesaid; and (b) Lessee shall pay to Lessor, upon demand and as Additional Rent, the cost of (1) any repairs and restoration made or to be made as a result of such damage, or (2) if Lessor elects not to restore the Premises, the Building, or the Property, as the case may be, all damages and losses that Lessor incurs as a result of such damage.

10.05. Casualty Insurance Proceeds. In the event that insurance proceeds are received by Lessor and Lessee under the casualty policy required to be carried by Lessee under Section 9.01, and the Lease is terminated under Article 10, Lessor shall be entitled to the portion of such proceeds attributable to the fixtures, Lessee improvements, and other property that would remain with the Premises under Section 7.05, and Lessee shall be entitled to the portion of such proceeds attributed to the furniture, trade fixtures, and other contents of the Premises that would be removable by Lessee under Section 7.05.

## **ARTICLE 11**

### **Personal Property at Risk of Lessee**

11.01 Personal Property. All personal property, including goods, wares, merchandise, trade fixtures, and other personal property of Lessee in the Premises, shall be at the risk of the Lessee only. Lessor shall not be or become liable for any damage to such personal property, to the Premises, to Lessee, or any other persons or property as a result of fire, water infiltration, sewerage, electric failure, gas odors, or for any damage whatsoever done or occasioned by or from any plumbing, gas, water, other pipes, or any fixtures, equipment, wiring, or appurtenances, whatsoever, or for any damage caused by water, snow or ice being or coming upon the Premises, or for any damage arising from any act or neglect of other residents, agents, or employees of the Building in which the Premises is situated or arising by reason of the use of, or any defect in, said Building or any fixtures, plumbing, equipment, wiring, or appurtenances therein, or by the act or neglect of Lessor or any other person or caused in any manner whatsoever.

## **ARTICLE 12**

### **Condemnation of Premises**

12.01 Condemnation. In the event that the whole of the Premises shall be condemned or taken in any manner for any public or any quasi-public use, this Lease shall terminate as of the date of taking of possession by the condemning authority. In the event that either a portion of the Premises or the Building of which the Premises is a part is condemned or taken by eminent domain proceedings so as to render the Premises substantially unusable, then in such an event, Lessee shall have the right to cancel and terminate this Lease as of the date of such taking upon giving to Lessor notice, in writing, of such election within ten (10) days after receipt by Lessee from Lessor of written notice of such appropriation or taking. In the event that only a part of the Premises shall be so condemned or taken, and such taking shall not render the Premises substantially unusable, then, effective as of the date of taking, the Minimum Rent hereunder for such part shall be equitably abated, and this Lease shall continue as to such part not so taken. In the event that only a part of the Building shall be so condemned or taken, then if substantial structural alteration or reconstruction of the Building shall, in the reasonable opinion of Lessor, be necessary or appropriate as a result of such condemnation or taking (whether or not the Premises be affected), Lessor may, at Lessor's option, terminate this Lease and the Term herein granted as of the date of such taking by notifying Lessee in writing within thirty (30) days following the taking. All compensation awarded or paid upon any total or partial taking shall belong to and be the property of Lessor without any participation by Lessee, provided, however, that nothing contained herein shall be construed to preclude Lessee from prosecuting a claim against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, cost of removal of, or the value of stock, trade fixtures, furniture, or other personal property belonging to Lessee.

## **ARTICLE 13**

### **Lessee's Default and Bankruptcy**

13.01. Lessee's default. Should default be made by Lessee in the payment of the Rent, when and as herein provided, or should Lessee default in performing, fulfilling, keeping, or observing any of Lessee's other covenants, conditions, provisions, or agreements herein contained, or should a petition in bankruptcy be filed by Lessee, or should Lessee be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or a receiver of any property of Lessee be appointed in any suit or proceedings by or against Lessee, or should the Premises become vacant or abandoned, or should this Lease by operation of law pass to any person other than Lessee, or should the Leasehold interest be levied on under execution, then and in any such events Lessor may, if Lessor so desires, without demand or notice to Lessee or any other person, at once declare this Lease terminated and re-enter the Premises without any formal notice or demand and hold and enjoy the same thenceforth as if this Lease had not been made, without prejudice, however, to any right or action or remedy of Lessor in respect to any breach by Lessee of any of the covenants herein contained including, but not limited to, all of the remedies set forth hereafter. Lessor will provide 30 days written notice before any court filings to Lessee.

13.02. Lessor's Right to Re-enter and Re-let. Should any of the events hereinabove specified occur, whether Lessor has elected to terminate this Lease as provided herein, Lessor shall nevertheless have and is hereby given the right to re-enter the Premises, with or without legal process, and to remove Lessee's signs and all property and effects of the Lessee or other occupants of said Premises, and if Lessor so desires, to relet the Premises or any part thereof upon such terms, to such person or persons and for such period or periods as may seem proper to Lessor. In case of such reletting, Lessee shall be liable to Lessor for the entire difference between the Minimum Rent agreed upon for the remainder of the Term and the net rent for such reletting, such net rent to be determined by deducting from the entire rent to be received by Lessor from such reletting the expenses of recovering possession, reletting (including leasing commission upon such reletting), altering and repairing the Premises and collecting rent therefrom, and Lessee hereby agrees to pay such entire deficiency upon demand from Lessor. The pursuit by Lessor of any or all of the foregoing remedies shall not constitute an election, or a waiver of any other remedy and Lessor shall be entitled to pursue any of the foregoing remedies upon default as well as any other remedies provided at law or in equity.

13.03. Waiver of Jury Trial. **Lessor and Lessee and any guarantors each hereby release and waive any and all rights provided by law to a trial by jury in any court or other legal proceeding to enforce the terms of this Lease or with respect to any and all claims among them inter se that are otherwise connected with this Lease.**

13.04. Waiver of Counter Claims. To the extent permitted by law, Lessee waives any and all right it may have to assert a counterclaim in any summary proceeding.

13.05. Remedies Cumulative. No mention in the Lease of any specific right or remedy shall preclude Lessor 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 in equity.

## **ARTICLE 14**

### **Signs and Other Identification**

14.01 Signs. Lessee shall be permitted to install, at tenant's sole cost and expense, a sign advertising Tenant's business on the Street Sign Pole-Pylon- provided by Lessor which is located near the front curb cut-entrance of the property, Additionally, Tenant May place its advertising if desired on a portion of the front top & rear of the building itself, not to exceed the Local Governing Authority Regulations/Limitations nor 5% of the total surface area of the building, and to be based on pro rata share of Lessees space. Tenant may also use awning over the front door entrance to Lessee's space for Advertising/signage purposes. Lessee shall not place or erect any other signs or identifying marks, trademarks, insignia, or advertising in, on or about the Premises, the Building or the Property of which the Premises is a part except with the prior written consent of Lessor which such consent shall not be unreasonable withheld. In the event that Lessee shall place or cause to be placed any sign, identifying marks, trademarks, insignia, or advertising on or about the Premises, the Building or the Property of which the Premises is a part without the prior written consent of Lessor, Lessor shall have the right and power to remove the same, and the cost thereof shall be paid by Lessee, upon demand, as Additional Rent.

**ARTICLE 15**  
**Right of Entry and Inspection**

15.01 Right of Entry. To provide both routine and emergency maintenance service, Lessor will retain a pass key to the Premises and reserves the right to enter the Premises in accordance with the following provisions: In the case of routine maintenance Lessor shall give 24 hours' prior notice of entry, however, in emergency situations Lessor may enter the Premises at any time, without providing prior notice.

15.02 Inspection of Premises. Lessee covenants and agrees to permit Lessor, its agents, employees and contractors to enter the Premises and all parts thereof at all reasonable times during normal business hours to inspect the Premises and to enforce and carry out any provision of the Lease.

**ARTICLE 16**  
**Quiet Enjoyment**

16.01 Quiet Enjoyment. Lessor covenants that, upon paying the Minimum Rent and Additional Rent as and when due under the terms of the Lease and observing and performing all of the other terms and conditions, on Lessee's part to be observed and performed, in accordance with the terms of the Lease, Lessee may, throughout the Term but subject to the terms and conditions of the Lease and the rules and regulations as modified from time to time, peaceably and quietly hold and enjoy the Premises, and use of the common areas hereunder, free from any interference by Lessor or by anyone claiming by, under or through Lessor.

**ARTICLE 17**  
**Holding Over**

17.01. Holding Over. If Lessee shall remain in possession of the Premises after the expiration of the Term of this Lease such possession shall be as a month-to-month Lessee. During such month-to-month tenancy, rent shall be payable at a rate equal of 150% of that rate that was in effect during the last month of the preceding Term, and the other provisions of this Lease shall be applicable insofar as they are consistent with a month-to-month tenancy.

**ARTICLE 18**  
**Waiver/Severability**

18.01. Waiver. One or more waivers of any provision of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same provision, and Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

18.02. Severability. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **ARTICLE 19**

### **Notices**

19.01. Notices. Any and all notices or demands required or permitted to be given hereunder shall be deemed to be properly served if sent by registered or certified mail, postage prepaid, addressed as follows:

To Lessor:  
8138 Liberty Road, LLC  
P.O. Box 65044  
Baltimore, MD 21209

To Lessee:  
Jessica Ogunsola / AJ and Lola, LLC  
8138 Liberty Road, 2<sup>nd</sup> Floor  
Windsor Mill, MD 21244

or at such other address or addresses as either party may hereafter designate in writing to the other. Any notice or demand so mailed shall be effective for all purposes at the time of deposit thereof in the U.S. mail.

## **ARTICLE 20**

### **Memorandum of Lease**

20.01. Memorandum. At the option of either party, and upon demand, a Memorandum of Lease for recording purposes in form and content acceptable to the requesting party, but in no way altering the terms of this Lease, shall be executed by the parties hereto.

## **ARTICLE 21**

### **No Other Agreements**

21.01. Modification. This Lease contains the entire understanding and agreement of the parties, supercedes all prior understandings and agreements, and cannot be changed orally.

## **ARTICLE 22**

### **Miscellaneous**

22.01. Binding Effect/Gender/Headings. The provisions of this Lease shall be binding upon, inure to the benefit of and apply to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. The masculine pronoun, wherever used, shall include the feminine and neuter, and the singular shall include the plural. Headings are given to the Sections of the Lease solely as a convenience to facilitate reference and shall not be deemed material or relevant to the construction of the Lease or any provisions thereof.

## **ARTICLE 23**

### **Addendum**

23.01. Addendum. In the event that the parties to this Lease have executed and delivered one or more addenda with this Lease, the same are hereby incorporated and made an integral part hereof by this reference.

## **ARTICLE 24**

### **Attorney Fees**

24.01. Fees and Costs. In the event that Lessor shall be required to retain legal counsel and/or institute any legal proceeding to enforce Lessee's compliance with the terms hereof or to obtain possession of the Premises or to collect any sums due from Lessee hereunder, Lessor shall be entitled to recover, and Lessee hereby agrees to pay, reasonable attorney fees and costs, including but not limited to private processor fees and court costs incurred by Lessor by reason of such retention of legal counsel and/or the proceeding.

## **ARTICLE 25**

### **Forum**

25.01. Forum. This agreement shall be governed and construed in accordance with Maryland Law. In the event that Lessor shall be required to institute legal proceedings to enforce Lessee's compliance with any of the provisions contained herein, obtain possession of the Premises, or collect any sums due to Lessor hereunder, such dispute shall be litigated in Baltimore County, Maryland.

## **ARTICLE 26**

### **Parking Areas**

26.01. Parking Areas. The following provisions shall apply as to parking during the Original Term and during any Extension Term of the Lease:

(a) During the Term Lessee & customers and clients of Lessee shall be entitled to the use of the parking area located on the property and where indicated, provided that such use shall be subject to such rules and regulations as Lessor may, from time to time, prescribe governing the



same; and provided further that Lessor shall at all times have full and exclusive control, management and direction of said driveways, footways and parking areas. Lessor shall further have the right to police the same and from time to time to change the arrangement, location, layout and arrangement thereof; to restrict parking by Lessee, its officers, agents and employees; to designate employee parking areas; to construct surface, subterranean or elevated parking areas and facilities; to establish and from time to time change the level of said parking areas and facilities; to close temporarily all or any portion of the parking areas and facilities; to discourage non-customer parking, and to do and perform such other acts in and to such areas as, in the use of good business judgment, Lessor shall determine to be advisable in order to improve or make more convenient the use thereof by Lessee, its officers, agents, employees and customers. It is furthermore understood and agreed that Lessor may from time to time reduce such parking areas, driveways and footways by erecting thereon store buildings or other structures or improvements of any kind, including, but not limited to, extensions to any buildings erected on the Property.

(b) Lessor covenants and agrees that it will provide reasonable illumination for the aforesaid driveways, footways and parking areas, and that it will keep the same in reasonable repair and reasonably free of litter and snow.

## **ARTICLE 27**

### **Personal Guaranty**

27.01. Personal Guaranty. All Terms set forth herein shall be personally guaranteed by Jessica Ogunsola

## **ARTICLE 28**

### **Smoking**

28.01 Smoking. Smoking is not allowed in the Premises or anywhere else in the Building.

## **ARTICLE 29**

### **Subordination**

29.01 Subordination. Lessee's rights under this Lease are, however, and shall always be subordinate to the operation and effect of any ground lease or mortgage, deed of trust or similar security instrument (hereinafter collectively called A Security Instrument now or hereafter placed upon the land or buildings of which the Premises are a part, or any part thereof, by Lessor or any renewal, modification, consolidation, replacement or extension of any such Security Instrument, unless such secured party elects to have Lessee's interest hereunder superior to the lien of such Security Instrument; this clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

Lessee agrees, at any time, and from time to time, upon not less than ten (10) days prior written request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying the commencement and termination dates of the term of this Lease, that this Lease is

unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), and the dates to which rent and other charges have been paid, it being intended that any such statement delivered pursuant to this provision may be relied upon by any prospective purchaser of Lessors interest or holder of a Security Instrument or assigns of any Security Interest upon Lessors estate in the Premises.

### **ARTICLE 30**

#### **Estoppel Certificates**

30.01. Estoppel Certificates. Each party agrees at any time, and from time to time upon not less than ten (10) days prior written request by the other party, to execute, acknowledge and deliver to such other party a statement in writing stating the commencement and termination dates of the Lease, certifying that the Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), the dates to which rent and other charges have been paid, and whether there is any existing notice of default served by such other party, it being intended that such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Property. Time is of the essence of Lessee's obligation under this provision.

### **ARTICLE 32**

#### **Extension of Lease Start Date**

31.01. N/A

### **ARTICLE 32**

#### **Brokerage Commissions**

32.01. Brokerage Commissions. Paid by Lessor

### **ARTICLE 33**

#### **Lessor Improvements**

33.01 Lessor shall deliver, and Tenant shall accept the Premises in AS IS condition

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease, under their respective seals, on the date first above written.

Witness:\_\_\_\_\_

LESSOR:\_\_\_\_\_  
Green Spring Ventures, LLC

Witness:\_\_\_\_\_

LESSEE:\_\_\_\_\_  
AJ and Lola, LLC

Its:

Witness:\_\_\_\_\_

LESSEE:\_\_\_\_\_

Jessica Ogunsola- Personally

### **GUARANTY**

In consideration of the execution of the attached Lease Agreement by \_\_\_\_\_ (in said Lease and hereinafter referred to as "Lessor"), and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, \_\_\_\_\_ (hereinafter jointly and severally referred to as "Guarantors"), their heirs, personal representatives

and assigns, do jointly and severally, unconditionally guarantee to the Lessor, its successors and assigns, the performance by \_\_\_\_\_ the Lessee named in the said Lease (hereinafter referred to as "Lessee"), of each and every undertaking, covenant and agreement on the part of the Lessee to be performed pursuant to the said Lease, to the same extent and with the same full force and effect as though the Guarantors had been named in the said Lease as Lessee, either singly or as Lessee jointly and severally with the Lessee, it being understood and agreed that the obligation hereby assumed shall be deemed primary and not secondary and that the Lessor, its successors or assigns, may proceed for the enforcement of any such covenant, condition or undertaking against the Guarantors or either of them singly, or jointly, or against the Guarantors and the Lessee without having first proceeded separately against the Lessee.

It is further covenanted and agreed that any notice given by the Lessor to the Lessee pursuant to said Lease shall be deemed to have been served upon the Guarantors and that no defense of the Lessee, whether by reason of bankruptcy, insolvency or other disability of the Lessee and no termination or expiration of the Lease, shall in any way impair or affect the obligation hereby assumed by the Guarantors.

The Guarantors further acknowledge that the Guarantors shall be subject to the jurisdiction of the Courts of Maryland, that their Guaranty shall be construed according to the Laws of Maryland and that they waive trial by jury in any action, proceeding or counter-claim, in which the Lessor is a party, involving any matter arising out of, or in any way connected with, this Guaranty This Guaranty shall remain in full force and effect during any renewal or extension of said Lease and the Guarantors waive their right of indemnification from the Lessee.

Any modification of the Lease or waiver of the performance thereof, or the giving by the Lessor of any extension of time for the performance of any of the obligations of the Lessee, or any other forbearance on the part of the Lessor, or any failure by the Lessor to enforce any of its rights under the Lease shall not in any way release the Guarantors from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of the Lessee is so released, terminated, affected or diminished. Notice to the Guarantors of any such modification, waiver, extension, forbearance or failure, or of any default by the Lessee under the terms of said Lease is hereby waived.

IN WITNESS WHEREOF, this Guaranty has been duly executed by Guarantors:

By: \_\_\_\_\_ (SEAL)

WITNESS: \_\_\_\_\_

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

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the subscriber, a Notary Public in and for the State and County/City aforesaid, personally appeared

\_\_\_\_\_, the within named Guarantors, and  
they acknowledged the foregoing Guaranty to be the act and deed of said Guarantors.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_