

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated as of 3/01/2024, between
CI LLC., a Maryland corporation (the "Landlord"), and
_____ a Maryland corporation (the "Tenant").

RECITALS

A. Landlord is leasing a approximately 1 acre portion of property, and all appurtenances thereto situated in Baltimore County, Maryland, and known as Map 89, Grid 18, Parcel 1049 (approximately 8410 Pulaski Highway), as further described on Exhibit A hereto (the "Land" or the "Leased Premises").

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and agreements set forth in this Lease, and other good and valuable consideration, the adequacy and receipt of which are acknowledged by the parties hereto, the parties hereby agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

1.1 Recitals. The Recitals set forth above are hereby incorporated as a substantive part of this Lease.

1.2 Definitions. The following terms, when used in this Lease, shall have the meanings set forth below:

"Business Day" means any day other than Saturdays, Sundays and national bank holidays.

"Improvements" means any and all buildings, structures, parking facilities, roads, walkways, terraces, truck loading and docking facilities, lighting fixtures, storm water management facilities, utility lines and facilities, fencing, gasoline pumps, and canopy and appurtenances to any of the foregoing, together with any and all alterations additions, repairs or replacements thereto.

"Landlord" means the party so identified hereinabove, together with its successors and assigns.

"Tenant" means the party so identified hereinabove, together with its successors and assigns.

ARTICLE 2 LEASED PREMISES; PERMITTED USE

2.1 Leased Premises. Pursuant to the terms and provisions of this Lease, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the Leased Premises.

2.2 Condition of Improvements. Landlord makes no representation or warranty as to the physical condition of the Leased Premises including the Improvements, and Tenant agrees to lease and accept the same "AS IS/WHERE IS."

2.3 Permitted Use. Tenant may use the Leased Premises for the **storage of equipment, trucks, and trailers.** The following conditions apply to Tenant's use of the Leased Premises:

(a). Tenant shall be responsible for security of all equipment stored on the Leased Premises, and shall take any steps it reasonably determines necessary to keep its equipment safe and secure. Landlord shall have no responsibility or obligation in this regard.

(b). Tenants shall not store bulk fuels, or any hazardous materials on the Leased Premises, as further prohibited below.

(c). Tenant may keep a reasonable amount of diesel fuel on site, provided that it is stored in a double walled safety storage tank and all applicable environmental, zoning and other laws and regulations are followed. Tenant shall provide Landlord with copies of any governmental reports, complaints or correspondence with respect to such storage tank, and shall allow Landlord to inspect it upon request during business hours.

(d). Tenant shall not operate a field office on the Leased Premises and shall not have access to electrical service or other utilities.

(e). Tenant shall insure that it complies with all zoning laws and regulations with respect to its use of the Leased Premises.

(f). Landlord and its engineers and agents shall have reasonable access to the Leased Premises for the purposes of conducting measurements, surveys, soil tests and similar development work. Landlord shall provide advance notice to Tenant of such access and shall use reasonable efforts to minimize any inconvenience or disruption to Tenant's business.

(g). Any onsite cleaning, steaming or pressure washing must be controlled by a portable containments system. The waste water, solvents, oil, grease etc. shall be transported off site and disposed of properly.

2.4 Adjustment to Leased Premises. In the event that Landlord decides to construct improvements on the Leased Premises, which is anticipated not likely to occur before two (2) years from the Commencement Date, it shall give Tenant at least sixty (60) days written notice, and shall identify the area within the Leased Premises to be the new construction area. Landlord and Tenant shall make arrangements for the Leased Premises to be reduced in size to meet Landlord's construction needs and shall agree upon a reduced Rent based upon the percentage of lost area to Tenant. Landlord or its contractor shall install a fence or other barrier to keep the construction area separate from the Leased Premises and the parties shall agree upon any other necessary and reasonable provisions to keep both areas safe and secure.

ARTICLE 3
TERM

3.1 Initial Term. The “Commencement Date” shall be _____. The term will expire in 36 months. At the end of the Term, if the parties agree in writing, then the Lease shall continue on a month-to-month basis, with all other Lease terms remaining in effect. An increase in rent will occur. There will a 10% increase in rent per year.

3.2 Termination. The Term shall terminate and Tenant shall immediately vacate the Premises upon thirty (60) days written notice of termination provided by Landlord following termination of the Master Lease, for any reason.

3.3 Early Termination. If Tenant so desires, after three months of paid occupancy, may request termination. Tenant shall immediately vacate the Premises upon Thirty (30) days written notice of termination. All monies must be paid in full before vacating.

ARTICLE 4
RENT

4.1 Rent.

4.1.1 Rent. Beginning on the Commencement Date and continuing throughout the Term, the Tenant agrees to pay to the Landlord base rent in the amount of six thousand dollars (6,000.00) per month (the “Rent”) for 36 months.

4.1.2 Payment. The Rent shall be payable in advance on the first (1st) day of each calendar month during the Term without demand, setoff or deduction, except as may be expressly permitted in this Lease.

4.1.3 Underpayment. Any payment of Rent which is less than the amount of rent then due shall constitute a payment made on account thereof, and the Landlord’s acceptance of such payment (whether or not accompanied by an endorsement or statement that such lesser amount or the Landlord’s acceptance thereof constitutes payment in full of the amount of Rent) shall not alter or impair the Landlord’s rights hereunder to be paid all of such amount then due, or in any other respect.

4.1.4 Payment Address. Rent shall be payable to the Landlord by mailing or delivering it to the Landlord’s address set forth in Section 17.2 below or to such other address as the Landlord from time to time specifies.

ARTICLE 5
TAXES, ETC.

5.1 Taxes. Landlord shall pay all real estate taxes with respect to the Leased Premises.

5.2 Insurance Premiums. Tenant shall pay all costs associated with maintaining the insurance coverages required to be maintained by the Tenant hereunder.

5.3 Late Charges. In the event any Rent is not paid within five (5) Business Days after the date it is due, Tenant shall pay a late fee in an amount equal to five percent (5%) of the delinquent installment payable together with such delinquent installment. In addition, any Rent delinquent past 30 days shall bear interest at 18% per annum.

ARTICLE 6
ALTERATIONS AND IMPROVEMENTS

6.1 No Improvements. Tenant shall not make any Improvements to the Leased Premises, unless Landlord and Tenant make a specific written agreement to provide for such Improvements.

6.2 Mechanic's Liens.

6.2.1 The Tenant shall (i) within forty-five (45) days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Leased Premises or any Improvements, by reason of labor or materials provided for or about any or all of the Leased Premises or the Improvements, and (ii) indemnify, defend and hold harmless the Landlord against and from any and all liability, claims or expenses, including reasonable attorney's fees incurred by the Landlord on account of such lien or claim.

6.2.2 Nothing in this Lease shall be deemed in any way (i) to constitute consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide labor or materials for any Improvements, (ii) to give the Tenant any right, power or authority to subject the Landlord's estate in the Leased Premises to any mechanic's lien or materialmans' lien, or (iii) to evidence the Landlord's consent that the Leased Premises be subjected to a lien.

ARTICLE 7
MAINTENANCE

Tenant shall diligently and promptly make or cause to be made all necessary maintenance and repairs to the Leased Premises, including without limitation, the repair of all damages caused by Tenant's use of the Leased Premises.

ARTICLE 8
ASSIGNMENT AND SUBLETTING

8.1 Assignment and Subletting.

- 8.1.1 Prohibited. Neither this Lease nor any interest of Tenant hereunder shall be assigned (by operation of law or otherwise), or the Leased Premises sublet, in whole or in part, or used or occupied, to or by anyone other than the named Tenant without Landlord's prior written consent.
- 8.1.2 Additional Requirements. In the case of any assignment or subletting permitted by Landlord, Tenant shall first provide Landlord with a full copy of such assignment or sublet document.
- 8.1.3 Continuing Liability. No assignment or subletting permitted shall operate to release or discharge Tenant from liability hereunder, it being understood and agreed that the liability of Tenant and each assignee or subtenant of Tenant's interest shall be joint and several and survive any such assignment or sublease, and shall continue with the same force and effect as if no such assignment or sublease had been made.

ARTICLE 9 INSURANCE

9.1 Tenant's Liability Insurance.

- 9.1.1 The Tenant shall at all times during the Term, maintain and keep in full force and effect a comprehensive general liability policy of insurance on an occurrence basis with respect to the Leased Premises and the business operated by the Tenant thereon, with a combined single limit of liability of not less than Two Million and 00/100 Dollars (\$2,000,000.00), as well as excess general liability insurance reasonably acceptable to Landlord.
- 9.1.2 The Tenant shall require any contractor of the Tenant performing work in, on or about the Leased Premises to take out and keep in full force and effect, at no expense to the Landlord, Commercial General Liability insurance, including contractor's liability coverage, contractual liability coverage, broad form property damage endorsement, contractor's protective liability and completed operations coverage, with limits, for each occurrence, of not less than One Million Dollars (\$1,000,000) combined single limit with respect to personal injury or death and property damage.

9.2 Property Insurance. The Tenant shall keep in full force and effect during the Term, a policy of "all risk" fire and extended coverage insurance, insuring the Improvements in an amount equal to Landlord's reasonable estimate of the replacement cost thereof (exclusive of the foundation), but in any event, in such amounts as may be necessary to prevent application of co-insurance under the terms of the applicable policy. The policy shall name Landlord as a loss payee and, if required by Landlord's mortgagee from time to time, such policy shall contain a mortgagee clause satisfactory to Landlord and its mortgagee.

9.3 Evidence of Insurance. Upon request therefor, the Tenant shall cause to be issued to the Landlord appropriate binders or certificates of insurance, or, if requested by Landlord, copies of the insurance policies, evidencing compliance with the applicable covenants of this Article 9. Each such certificate shall provide that no expiration, cancellation or material reduction in the coverage in the insurance evidenced thereby shall be effective unless thirty (30) days

unconditional notice of such expiration, cancellation or reduction shall have been given to the certificate holder. If the Tenant fails, within fifteen (15) days after request therefor, to supply such certificates to the Landlord, the Landlord may, but is not obligated to, obtain and pay for such insurance and receive reimbursement therefor from the Tenant upon demand, together with interest on the amount so expended at the Default Rate. Additionally, such failure shall be a default under this Lease. Notwithstanding the first sentence of this Section 9.3, within ten (10) days after the Commencement Date the Tenant shall deliver to the Landlord a binder or certificate of insurance in compliance with the provisions of this Section.

9.4 Waiver of Right of Recovery. Neither the Landlord nor the Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees.

9.5 General Provisions. Landlord and Tenant shall obtain endorsements to their respective insurance policies as to the Premises effectuating the waivers as set forth in subsection 9.4 above. All insurance policies required hereunder shall be primary policies. Each liability policy shall name as additional insureds the Landlord and the Landlord's mortgagee or deed of trust holder, if any. Such policies, if available at commercially reasonable premium rates, shall be issued by an insurance company or companies with a rating of not less than "A/X" in the most current available Best's Key Rating Guide Property-Casualty, and licensed to do business in the State of Maryland. A party's obligations to carry the insurance required under this Article may be brought within the coverage of a so-called "blanket" policy or policies, provided the coverage afforded the other party is not reduced or diminished by the blanket policy of insurance, an endorsement to that effect is provided, and such blanket policy otherwise conforms to the requirements set forth herein.

ARTICLE 10 CONDEMNATION

10.1 Total Taking. In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between the Landlord and those having authority to exercise such right (hereinafter called a "Taking") of the whole of the Leased Premises, then this Lease and the Term shall cease and expire as of date the Tenant is required to surrender possession of the Leased Premises.

10.2 Partial Taking. In the event of a Taking (i) which materially and adversely affects the Tenant's use of the Leased Premises; or (ii) that results in a material impairment of ingress and/or egress to the public highway servicing the Leased Premises, then and in either such event the Tenant shall have a right to terminate this Lease by written notice to the Landlord within thirty (30) days after the date of such Taking.

10.3 Duties When Lease Continues. In the event of any Taking which does not result in termination of this Lease, Landlord and Tenant shall negotiate an equitable adjustment to the Rent, based on the lost percentage of the Leased Premises.

10.4 Condemnation Awards. The compensation awarded for any Taking of the Leased Premises or any interest therein shall be the sole property of Landlord.

ARTICLE 11
COMPLIANCE WITH GOVERNMENTAL REGULATIONS

11.1 General. Except for the provisions of subparagraph 11.2 hereof, and for any cost or expense arising out of (i) any action by the Landlord, or (ii) any failure to act or other breach by the Landlord under this Lease or (iii) any failure to act by the Landlord at any time the Landlord is the owner of any adjacent parcel, during the Term the Tenant shall, at the Tenant's sole cost and expense, comply with all Laws relating to the Leased Premises or resulting from any Improvements or modifications made by the Tenant to the Leased Premises, including but not limited to the Americans with Disabilities Act.

11.2 Hazardous Materials.

11.2.1 The Tenant covenants that the Tenant, entities or persons claiming under the Tenant such as any sublessee of the Tenant, and the Tenant's agents, contractors and employees will not discharge, dump, manufacture or generate from, spill or store within the Leased Premises any Hazardous Substances in violation of any environmental laws, rules, regulations or ordinances. If any Hazardous Substances are disposed of, released or discharged on, in or under the Leased Premises in violation of any environmental laws, rules, regulations or ordinances by the Tenant, entities or persons claiming under the Tenant such as any sublessee of the Tenant, and the Tenant's agents, contractors and employees, then all costs of removal incurred by, all liability imposed upon, or damages suffered by, the Landlord because of the same shall be borne by the Tenant. The Tenant further agrees to indemnify, defend and hold the Landlord and its officers, employees and agents harmless from any claim, judgment, damage, penalty, fine, liability (including sums paid in settlements of claims) or loss, including reasonable attorneys' fees and litigation costs which arise during or after the Term as a result of the Tenant's breach of the covenant contained herein.

11.2.2 If landlord has reason to believe the tenant has caused any hazardous substances to be disposed of, released on, or under the leased premises the Landlord shall have the right to require the Tenant, prior to the end of the Term, at its sole cost and expense, to provide the Landlord with a Phase I environmental assessment report indicating the environmental condition of the Leased Premises. It is understood that Landlord may have to provide such a report under the Master Lease, and that Landlord would be relying on Tenant to provide such, as the party actually occupying the Leased Premises. If the report indicates that further testing or monitoring is required under applicable law based upon actions which are the responsibility of Tenant under subsection 11.2.1 above, then Tenant shall, at its sole cost, undertake a Phase II assessment and shall perform, at its sole cost, all remediation and/or monitoring recommendation by such Phase II report or which may be otherwise required by applicable law.

ARTICLE 12
QUIET ENJOYMENT; LANDLORD'S WARRANTY

The Landlord represents that the Leased Premises are not subject to any liens (and, to Landlord's knowledge, to any other encumbrances, restrictions, rights of occupancy, or easements) which will adversely affect Tenant's use of the Leased Premises as described in this Lease. The Landlord further represents, warrants and covenants that the Tenant shall have quiet and peaceful enjoyment of the Leased Premises and the rights, licenses and appurtenances thereto leased or granted to the Tenant hereunder throughout the Term against the claims of all persons claiming by, through or under Landlord; that the Landlord has the right to enter into this Lease; that the Landlord has entered into no leases, agreements or restrictive covenants that would prohibit or interfere with such use of the Leased Premises for the specific purposes set forth in Section 2.2.

ARTICLE 13
TENANT'S DEFAULT

13.1 Events of Default. Each of the following shall be an "Event of Default": (i) the Tenant fails to pay Rent when due and such failure is not cured within seven (7) Business Days after the giving of written notice from the Landlord, or (ii) the Tenant breaches any of its other obligations hereunder and fails to cure such breach within thirty (30) days after the receipt of written notice from the Landlord; provided, however, that if such default is not reasonably capable of being cured within thirty (30) days, then such cure period shall be extended for so long as the Tenant is proceeding with reasonable diligence to cure such default. The Tenant shall deliver to the Landlord such evidence of the Tenant's efforts to cure such default as the Landlord may reasonably request.

13.2 Remedies. Upon the occurrence of an Event of Default, the Landlord shall have the right (in addition to all other rights and remedies at law and in equity) to do any one or more of the following:

13.2.1 Continue Lease. The Landlord may, at its option, continue this Lease in full force and effect, without terminating the Tenant's right to possession of the Leased Premises, in which event the Landlord shall have the right to collect Rent when due. In the alternative, the Landlord shall have the right to peaceably re-enter the Leased Premises on the terms set forth below, without such re-entry being deemed a termination of the Lease or an acceptance by the Landlord of a surrender thereof. The Landlord shall also have the right, at its option, from time to time, without terminating this Lease, to relet the Leased Premises, or any part thereof, with or without legal process, as the agent, and for the account, of the Tenant upon such terms and conditions as the Landlord may deem advisable, in which event the rents received on such reletting shall be applied (i) first to the reasonable and actual expenses of such reletting and collection, including without limitation necessary renovation and alterations of the Leased Premises, reasonably determined by the Landlord to be desirable, reasonable and actual attorneys' fees, and any reasonable and actual leasing commissions paid (including leasing

commissions payable to a partner, officer or shareholder of the Landlord), and (ii) thereafter toward payment of all sums due or to become due the Landlord hereunder. If a sufficient sum to pay such expenses and sums shall not be realized or secured by the Landlord as a result of re-letting the Leased Premises, then the Tenant shall pay the Landlord any such deficiency monthly plus all other charges, such as interest, fees and penalties due hereunder, and the Landlord may, at the sole cost and expense of the Tenant, including reasonable attorney's fees, bring an action therefor from time to time as such deficiency and other charges shall arise. The Landlord's re-entry and reletting of the Leased Premises without termination of this Lease shall not preclude the Landlord from subsequently terminating this Lease as set forth below.

- 13.2.2 Terminate Lease. The Landlord may terminate this Lease by written notice to the Tenant specifying a date therefor, which shall be no sooner than ten (10) days following giving of such notice, and this Lease shall then terminate on the date so specified as if such date had been originally fixed as the expiration date of the Term. If this Lease shall be terminated as provided above, by summary proceedings or otherwise, the Landlord, its agents, employees or representatives may immediately or at any time thereafter peaceably re-enter and resume possession of the Leased Premises and remove all persons and property therefrom, either by summary dispossession proceedings or by other suitable action or proceeding at law without liability for damages therefor. Upon such termination, the Tenant shall remain liable for all rent then due hereunder. The Landlord may recover from the Tenant, and the Tenant shall pay to the Landlord upon demand, such reasonable and actual expenses as the Landlord may incur in recovering possession of the Leased Premises, placing the same in good order and condition and repairing the same for reletting, and all other reasonable and actual out-of-pocket expenses, commissions and charges incurred by the Landlord in exercising any remedy provided herein or as a result of any Event of Default by the Tenant hereunder (including without limitation reasonable attorneys' fees).
- 13.2.3 Self Help. The Landlord may perform, on behalf and at the expense of the Tenant, any obligation required to be performed to cure such Event of Default and the reasonable and actual expense incurred by Landlord in so performing such obligation, together with interest thereon at the Default Rate from the date of such expenditure, and shall be payable by the Tenant to the Landlord together with interest thereon within thirty (30) days after demand.
- 13.2.4 Interest. All amounts due under the above sections 13.2.1, 13.2.2 or 13.2.3 shall bear interest at 18% per annum.
- 13.2.5 Remedies Are Cumulative. The various rights and remedies reserved to the Landlord herein, including those not specifically described by law in force and effect at the time of the execution hereof, are cumulative, and the Landlord may pursue any and all rights and/or remedies, whether at the same time or otherwise, regardless of whether such rights and/or remedies were available to landlords of commercial properties in Baltimore County, Maryland, on the date hereof.

ARTICLE 14
SUBORDINATION AND NONDISTURBANCE

Unless Landlord elects otherwise upon advance written notice to Tenant, Tenant's rights under this Lease are and shall always be subordinate to the operation and effect of any mortgage or deed of trust now or hereafter placed upon the Leased Premises or any part thereof by Landlord, or any renewal, modification, consolidation, replacement, or extension of any such instrument; provided, however, that with respect to any mortgage or deed of trust, such subordination shall not be effective unless the holder of any interest in the Leased Premises which may be superior to Tenant's interest under this Lease (the "Holder") executes a commercially reasonable nondisturbance, subordination, and attornment agreement, which agreement shall contain a provision to the effect that so long as Tenant is not in default under this Lease, this Lease shall not be terminated nor Tenant's possession hereunder disturbed in any proceeding to foreclose the mortgage or in any other action instituted in connection with such mortgage, and that Tenant shall not be named as a defendant in any foreclosure action or proceeding which may be instituted by the holder of such mortgage.

ARTICLE 15
SURRENDER OF PROPERTY

At the expiration or sooner termination of this Lease, the Tenant shall surrender the Leased Premises in good condition and repair, with all of the Tenant's personal property, underground storage tanks, and signs removed from the Leased Premises, ordinary wear and tear and damage by fire or other casualty or condemnation excepted.

ARTICLE 16
HOLDING OVER

If the Tenant continues to occupy the Leased Premises after the expiration of the Term or any earlier termination of this Lease without having obtained the Landlord's express, written consent thereto, then without altering or impairing any of the Landlord's rights under this Lease or applicable law and without further notice, (a) such occupancy shall be construed to create a tenancy from month-to-month at the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions specified in this Lease so far as applicable, (b) the Tenant hereby agrees to pay to the Landlord as rent for the Leased Premises, for each calendar month or portion thereof after such expiration of the Term or such earlier termination of this Lease, as aforesaid, until the Tenant surrenders possession of the Leased Premises to the Landlord, a sum equaling one hundred fifty percent (150%) of the amount of the monthly Rent which would have been due and payable under the provisions of this Lease during the last month of the Term, and (c) the Tenant shall surrender possession of the Leased Premises to the Landlord immediately on the Landlord's having demanded the same. Nothing in the provisions of this Lease shall be deemed in any way to give the Tenant any right to remain in possession of the Leased Premises after such expiration or termination, regardless of whether the Tenant has paid any such rent to the Landlord.

ARTICLE 17
MISCELLANEOUS

17.1 Waiver. The waiver by the Landlord or the Tenant of any breach of any provision of this Lease or the failure by the Landlord or the Tenant to insist upon the strict observance of any provision shall not be deemed to be a waiver of any subsequent breach thereof.

17.2 Notices. All notices, demands and requests (collectively, the “notice”) required or permitted to be given under this Lease must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the party intended via a nationally recognized overnight commercial carrier, such as Federal Express, with receipted delivery, or (ii) deposited with the United States Post Office, postage prepaid, certified or registered mail, return receipt requested, to the following addresses:

Landlord: CI LLC.
 P.O. Box 43215
 Baltimore, Maryland 21236
 Attn: Patrick Correlli, President

with a copy to:

 Neal M. Levy, Esquire
 400 Redland Court #1110
 Owings Mills, Maryland 21117

Tenant: _____

17.3 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Maryland.

17.4 Broker’s Fees. Each of the parties hereto represents and warrants that there are no claims for brokerage commissions or finder’s fees in connection with the execution of this Lease; and each party agrees to indemnify the other against, and hold the other harmless from, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith), which obligations shall survive the expiration or any earlier termination of this Lease.

17.5 Attorney’s Fees. If either the Landlord or the Tenant brings suit or other legal proceedings to enforce the provisions of this Lease against the other, then the party prevailing in such suit shall be reimbursed by the other for all reasonable attorneys’ fees and litigation costs incurred by the prevailing party in connection with such suit or proceeding.

17.6 Estoppel Certificates. Each party shall deliver to the other, within ten (10) days after request therefor, an estoppel certificate as to the status of this Lease including the date through which rent has been paid, the remaining term of the Lease, and the outstanding defaults, if any, claimed by the party giving such estoppel, and such other factual matters with respect to the Lease as shall be reasonably requested.

17.7 Written Amendments. This Lease cannot be amended or modified except by written instrument executed by all parties hereto.

17.8 Tenant Indemnity. Except as otherwise specifically set forth in this Lease, Tenant shall indemnify and hold harmless the Landlord from and against any liability, damages, penalties, costs, expenses (including reasonable and actual attorneys' fees) or judgments arising from injury to person or property on the Leased Premises and resulting from any negligent or wrongful, willful act or omission of the Tenant, its contractors, agents or employees. The Tenant shall defend, at its own expense, any such suits or actions brought against or naming the Landlord.

17.9 TRIAL BY JURY. THE LANDLORD AND THE TENANT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, AND/OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF THE LANDLORD AND THE TENANT, THE TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, ANY CLAIM OF INJURY OR DAMAGE, AND/OR STATUTORY REMEDY.

18.10 Time of Essence. Time shall be of the essence of this Lease.

18.11 Inapplicability of Redemption Statute. The parties stipulate that the Leased Premises is leased exclusively for commercial purposes within the meaning of Section 8-110 of the Real Property Article and that the provisions of Section 8-110 (or of any successor statute) pertaining to redemption of reversionary interests under leases shall be inapplicable to this Lease.

ARTICLE 18 SUCCESSORS AND ASSIGNS, LIMITATION ON LIABILITY

18.1 Binding on Successors. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. If Landlord transfers its estate in the Leased Premises, Landlord shall thereafter be relieved of all obligations of Landlord expressed in this Lease or implied by law, except for those obligations which arise prior to the date Landlord transfers its estate in the Leased Premises.

18.2 Limitation. If Tenant obtains a money judgment against Landlord, any of its members or its successors or assigns under any provisions of, or with respect to this Lease or on account of any matter, condition or circumstance arising out of the relationship of the parties under this Lease, or Tenant's occupancy of the Leased Premises or Landlord's ownership of the Leased Premises, Tenant shall be entitled to offset amounts of rental due hereunder to the extent of such judgment and/or to have execution upon such judgment upon any assets of Landlord, or its successors or assigns.

IN WITNESS WHEREOF, the authorized representatives of the Landlord and the Tenant have signed this Sublease on the day and year first above written.

WITNESS/ATTEST:

Landlord:
CI LLC.

By: _____ (SEAL)
Name: Patrick Correlli
Title: President

Tenant:

By: _____ (SEAL)