

## LICENSE AGREEMENT

THIS AGREEMENT, MADE THIS 30 DAY OF SEPTEMBER, 1996, by and between HBW Group, agent for Exchange Joint Venture (hereinafter called the "Licensor") and Montgomery County, Maryland (hereinafter called "Licensee").

WHEREAS, the Licensee desires to use on a month-to month basis certain property owned by Licensor for the purpose of temporary parking and access thereto;

WHEREAS, Licensor is agreeable to such use of certain parking facilities and access thereto that are part of the Exchange Plaza Building;

NOW THEREFORE, in consideration of the mutual terms and conditions stated below, the parties agree as follows:

1. The Licensor does hereby provide to Licensee the space described as consisting of thirty (30) non-designated parking spaces and pedestrian and vehicular access to the parking spaces as shown on Exhibit A attached hereto and incorporated herein (hereinafter the "Premises").
2. The term of the Agreement shall be on a month-to-month basis, commencing on July 1, 1996 and ending no later than January 31, 1999. Either Licensor or Licensee shall have the right to terminate this Agreement upon giving thirty (30) days' written notice to the other of its intention to so terminate.
3. The Licensee will pay as rent the sum of One Thousand Three Hundred Fifty Dollars (\$1,350) per month during the term of the Agreement to be paid in advance on the first day of each month of the term period, to and at the offices of Exchange Joint Venture, c/o HBW Group, 900 Hungerford Drive, Suite 200, Rockville, Maryland 20850. The Licensee agrees to pay to the Licensor as additional rent a late fee equal to 3% of any amount due for monthly rent if the rental payment is not made within five (5) days of its due date. Rental shall be prorated for any month during which the Licensee occupies the Premises for less than 30 days. Licensee shall not be charged or assessed any other additional rental, utility charge, taxes, or any other expense incidental to or associated with this Agreement and the use of the Premises.

4. The Licensee shall use and occupy the Premises for the purposes of providing temporary satellite parking facilities for the 401 Hungerford Drive Office Building.
5.
  - A. The Premises are licensed in an "as is" condition, with existing lighting and parking lot striping. No changes will be made by either party to the parking arrangements and layout.
  - B. If deemed necessary, by agreement of Licensor and Licensee, the Licensor shall install signage, at the Licensor's expense, to indicate that the Licensee's parking spaces are reserved for Licensee's use, in the event that, during the term of the Agreement, a problem develops with unauthorized use of Licensee's parking area by others.
6. Licensor grants a temporary easement to Licensee and Licensee's guests, invitees, employees, etc. on and over the driving aisles of the Exchange Plaza property for the purpose of access to and from the Premises for the duration of this Agreement.
7. Licensor will provide lighting for the Premises as is now existing at Licensor's sole cost and expense. Licensor will provide and be responsible for normally and regularly scheduled services for the Premises as provided for the remainder of the Exchange Plaza parking lot, including snow removal and usual cleaning of the parking lot.
8. Licensee shall be responsible for any damage to the Premises arising directly out of the use and occupancy of the Premises by Licensee and will, in the event of damage, repair or cause to be repaired the Premises to the condition they were in upon delivery to the Licensee.
9.
  - A. Licensee will indemnify and hold harmless the Licensor against liability for any claims or demands for personal injury or property damage arising directly out of the Licensee's use of the Premises, excepting claims which may be filed as a result of the negligence of Licensor, his agents, assigns, or employees. This indemnification is conditioned upon Licensor providing Licensee with prompt written notice within thirty

(30) days of the existence of any such claim or demand of which the Licenser may have knowledge.

- B. Licenser will indemnify and hold harmless the Licensee against liability for any claims or demands for personal injury or property damage arising from latent defects or other structural or security related deficiencies associated with the parking facilities, excepting claims which may be filed as a result of the negligence of the Licensee, his agents, assigns or employees. This indemnification is conditioned upon Licensee providing Licenser with prompt written notice within thirty (30) days of the existence of any such claim or demand of which Licensee may have knowledge.
10. The Licenser covenants that upon the payment of the rent herein provided and the performance by the Licensee of the covenants provided for herein, Licensee shall have and hold the Premises, free from any interference from the Licenser.
11. Upon the expiration or termination of this Agreement, Licensee will surrender the Premises to Licenser broom clean and in the same "as is" condition as when Licensee acquired the Premises, ordinary wear and tear excepted, and shall remove all of its property therefrom.
12. Any notice required or given hereunder by Licenser to Licensee shall be deemed to have been given if sent by registered or certified mail, postage prepaid, return receipt requested, if addressed to Montgomery County, Maryland, Department of Public Works and Transportation, Division of Facilities and Services, 110 N. Washington Street, Room 318, Rockville, Maryland, 20850, and if to Licenser: HBW Group, agent for Exchange Joint Venture, 900 Hungerford Drive, Rockville, Maryland, 20850.
13. Non-Discrimination: Licenser agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Licenser assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any

manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.


14. Contract Solicitation: Licenser represents that Licenser has not retained anyone to solicit or secure this Agreement from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bonafide employees or bonafide established commercial, selling or leasing agencies maintained by Licenser for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.
15. Public Employment: Licenser understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.
16. Non-Appropriation: This Agreement is subject to the appropriation of funds. If funds are not appropriated for any reason whatsoever, this Agreement will terminate automatically on July 1 of that year. Licensee shall give Licenser at least thirty (30) days written notice of the lack of appropriation. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.
17. Applicable Law: This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maryland.
18. Waiver: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LICENSEE:  
MONTGOMERY COUNTY, MARYLAND

By: \_\_\_\_\_

By:   
GORDON AOYAGI, SENIOR ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Date: 9/20/96

WITNESS:

LICENSOR:  
~~HBW GROUP, AGENT FOR~~  
EXCHANGE JOINT VENTURE

By: James J Clark

By: Honnan Watkins

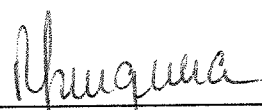
Title: Trustee

Date: 9/24/96

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Rhonda Bell-Pearson

RECOMMENDED

By:   
REY JUNQUERA, LEASING MANAGER  
DIVISION OF FACILITIES AND SERVICES

Date: September 10, 1996

Date: 9/27/96

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EXHIBIT A

North Arrow

N 57° 12' 54" E

34276

37281

26149 22:05 21-11-12  
not for use

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WITNESS:

LICENSEE:  
MONTGOMERY COUNTY,  
MARYLAND

By: \_\_\_\_\_

By: \_\_\_\_\_  
GORDON AOYAGI, SENIOR ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

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

WITNESS:

LICENSOR:  
HBW GROUP, AGENT FOR  
EXCHANGE JOINT VENTURE

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: \_\_\_\_\_

By: \_\_\_\_\_  
REY JUNQUERA, LEASING MANAGER  
DIVISION OF FACILITIES AND SERVICES

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

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

DISK3\451PK.LSE

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11. Upon the expiration or termination of this Agreement, Licensee will surrender the Premises to Licenser broom clean and in the same "as is" condition as when Licensee acquired the Premises, ordinary wear and tear excepted, and shall remove all of its property therefrom.
12. Any notice required or given hereunder by Licenser to Licensee shall be deemed to have been given if sent by registered or certified mail, postage prepaid, return receipt requested, if addressed to Montgomery County, Maryland, Department of Public Works and Transportation, Division of Facilities and Services, 110 N. Washington Street, Room 318, Rockville, Maryland, 20850, and if to Licenser: HBW Group, agent for Exchange Joint Venture, 900 Hungerford Drive, Rockville, Maryland, 20850.
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manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.

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17. Applicable Law: This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maryland.
18. Waiver: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

By:

Belthorne Nessel

LICENSEE:

MONTGOMERY COUNTY,  
MARYLAND

By:

Gordon Aoyagi

GORDON AOYAGI, SENIOR ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Date:

2/20/96

WITNESS:

By:

James J. Clark

LICENSOR:

~~HBW GROUP, AGENT FOR~~  
EXCHANGE JOINT VENTURE

By:

Harold W. Watkins

Title:

Trustee

Date:

9/24/96

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

RECOMMENDED

By:

\_\_\_\_\_

REY JUNQUERA, LEASING MANAGER  
DIVISION OF FACILITIES AND SERVICES

Date:

\_\_\_\_\_


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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LICENSEE:  
MONTGOMERY COUNTY, MARYLAND

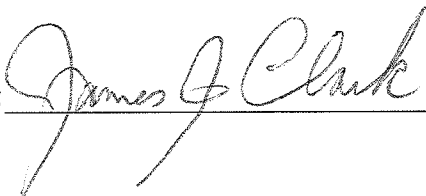
By: \_\_\_\_\_

By:   
GORDON AOYAGI, SENIOR ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Date: 2/20/96

WITNESS:

LICENSOR:  
~~HBW GROUP, AGENT FOR~~  
EXCHANGE JOINT VENTURE

By: 

By: Hansen Watkins

Title: Trustee

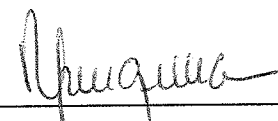
Date: Oct 7 1996

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: 

Date: September 10, 1996

RECOMMENDED

By:   
REY JUNQUERA, LEASING MANAGER  
DIVISION OF FACILITIES AND SERVICES

Date: 9/27/96

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of plot

EXHIBIT A