

**NINTH AMENDMENT TO LEASE**

**THIS NINTH AMENDMENT TO LEASE** (this “Ninth Amendment”) is entered into as of this \_\_\_\_ day of November, 2021, by and between COMMISSIONERS OF ST. MICHAELS (“Landlord”), and LONG & FOSTER REAL ESTATE, INC., a Virginia corporation (“Tenant”).

**RECITALS**

**WHEREAS**, Landlord and Tenant are parties to that certain Lease dated June 8, 2006, as amended by that, Amendment to Lease, dated November 30, 2011; that Second Amendment to Lease, dated August 8, 2012; that Third Amendment to Lease, dated August 14, 2013; that Fourth Amendment to Lease, dated May 14, 2014; that Fifth Amendment to Lease, dated May 15, 2015; that Sixth Amendment to Lease, dated March 11, 2016; that Seventh Amendment to Lease, dated March 27, 2017; and that Eighth Amendment to Lease, dated June 25, 2018; (as amended, collectively, the “Lease”), for certain premises consisting of approximately 2,299 rentable square feet in the building located at 109 South Talbot Street, Box 236, St. Michaels, Maryland, 21663, as more particularly described in the Lease (the “Premises”).

**WHEREAS**, Landlord and Tenant desire to amend the Lease pursuant to the terms hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given in the Lease.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and the foregoing Recitals (which are incorporated herein by this reference), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Lease is hereby extended for a period of one (1) year commencing on December 1, 2021 (“Extension Term Commencement Date”) and expiring on November 30, 2022 (the “Extension Term”), unless otherwise modified or sooner terminated pursuant to the terms of the Lease (as amended hereby).

2. **Base Rent.** From and after the Extension Term Commencement Date, Tenant shall pay Landlord Base Rent in the following amounts:

Period	Rent Per Sqft	Monthly Rent	Annual Rent
12/1/2021 – 11/30/2022	\$19.92	\$3,816.01	\$45,792.16

3. **Broker’s Commissions.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Ninth Amendment. Landlord acknowledges that Tenant is a licensed real estate broker acting on its own behalf, and Tenant agrees it is not entitled to a commission in connection with this transaction. Landlord and Tenant shall indemnify and hold the other harmless from any and all claims of any broker or agent acting on behalf of the indemnifying party with regard to this transaction.

**4. Conflicts of Interest.**

(a) As of the date of this Amendment, Landlord expressly covenants, represents and warrants to Tenant, as a material inducement to Tenant to enter into this agreement, that Landlord, and any of its affiliates:

- (i) Has no direct or indirect landlordship\* in Tenant, or any of its affiliates;
- (ii) Has no other direct or indirect economic or other financial interest in Tenant, or any of its affiliates;
- (iii) Has no direct or indirect ability to direct the management or decisions of Tenant, or any of its affiliates; or
- (iv) Has no direct or indirect ability (or appearance of the ability) to influence any decision or business dealing of Tenant, or any of its affiliates;

\*Landlordship of registered securities which are publicly traded on a recognized stock exchange may be disregarded.

(b) Intentionally omitted.

(c) For purposes of the foregoing paragraph, the following definitions shall apply:

Affiliate: Any person or entity that directly or indirectly controls, is controlled by, or under common control with, Tenant or Landlord, as the case may be.

(d) Landlord agrees to immediately notify Tenant if it discovers that any of the representations or warranties made by it in this Section was untrue when made or has subsequently become untrue.

**5. Interpretation.** Except as otherwise defined herein, all defined terms and phrases herein shall have the same meaning as set forth in the Lease. In the event of any conflict between the Lease and this Amendment, the terms of this Amendment shall control.

**6. Confirmation.** Except as otherwise expressly modified by the terms of this Amendment, the Lease and each and every provision thereof shall remain unchanged and in full force and effect. Landlord acknowledges that no default by Tenant has occurred or is continuing under the Lease nor has any event occurred and is continuing which with the giving of notice or the lapse of time or both would constitute such a default.

**7. Binding Effect.** All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**8. Effectiveness.** This Amendment shall not be effective and binding unless and until fully-executed and delivered by each of the parties hereto.

**9. Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute one and the same document. Faxed signatures shall have the same binding effect as original signatures.

**10. Partial Invalidity.** If any provision contained herein is determined to be invalid, illegal or unenforceable in any respect, then (a) such provision shall be enforced to the fullest extent allowed, and (b) such invalidity, illegality, or unenforceability will not affect any other provision of this Amendment.

**11. OFAC Certification.** Both Landlord and Tenant certify to each other that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked

Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Landlord and Tenant agree to defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach by the indemnifying party of the foregoing certification.

12. **Authority.** Landlord and Tenant and each person signing on their behalf hereby covenant and warrant that it is a duly authorized and existing entity in good standing under the laws of the state of its formation, that it has full right and authority to enter into and to perform this Amendment, and that the person signing on its behalf has been authorized to do so by all necessary corporate (or equivalent) action.

13. **Entire Agreement.** This Amendment, together with the Lease, is intended by the parties hereto to be an integration of all prior and contemporaneous terms, provisions, conditions and covenants between the parties hereto, and contains all of the agreements of the parties with respect to the matters contained herein. There are no terms, provisions, conditions, covenants, understandings, warranties or representations pertaining to any such matters, neither oral or written, nor express or implied, between the parties other than those specifically set forth herein which shall be effective for any purpose. In addition, no amendment, modification, addition or alleged or contended waiver to any of the provisions of the Lease or this Amendment shall be binding unless it is made in writing and signed by all parties hereto.

14. **Governing Law.** This Ninth shall be governed by and construed in accordance with the laws of the state of Maryland.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Ninth Amendment to Lease as of the date set forth above, intending to be lawfully bound hereby.

**LANDLORD:**

**COMMISSIONERS OF ST. MICHAELS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**LONG & FOSTER REAL ESTATE, INC.**

By: \_\_\_\_\_  
Name: Bruce L. Enger  
Title: Chief Financial Officer