

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:	*	
ASL INTERPRETER CORPS, LLC,	*	Case No. 22-10594-DER
		(Chapter 7)
Debtor.	*	
* * * * * *	*	* * * * * *
Aircraft Owners and Pilots Association,	*	
Movant,	*	
v.	*	
ASL Interpreter Corps, LLC, Debtor	*	
Craig B. Leavers, Trustee,	*	
U.S. Small Business Administration, and	*	
ODK Capital, LLC,	*	
Respondents.	*	
* * * * * *	*	* * * * * *

**AIRCRAFT OWNERS AND PILOTS ASSOCIATION’S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Aircraft Owners and Pilots Association (the “Landlord”), by and through its undersigned counsel, pursuant to 11 U.S.C. § 362(d) and Fed. R. Bankr. P. 4001, files this motion (the “Motion”) seeking entry of an order granting Landlord relief from the automatic stay to permit Landlord to exercise any and all rights and remedies provided by non-bankruptcy law concerning 411 Aviation Way, Suites 230 and 240, Frederick, Maryland 21701, including, without limitation, a state-court eviction action that includes removal and disposal of office equipment, furniture, and supplies abandoned by Craig B. Leavers, the Chapter 7 Trustee (the “Trustee”) for the bankruptcy estate of ASL Interpreter Corps, LLC (the “Debtor”) that remain in the Premises or in Landlord’s possession.

In support thereof, Landlord states as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Venue is appropriate in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(G).

Background

2. The Debtor commenced the above-captioned bankruptcy case by filing a voluntary petition under chapter 7 of the Bankruptcy Code on February 7, 2022 (the “Petition Date”).
3. As of the Petition Date, the Debtor was a party, as lessee, to an unexpired, sixty (60) month lease dated August 4, 2021, of non-residential real property (the “Lease”) located at 411 Aviation Way, Suites 230 and 240, Frederick, Maryland 21701 (the “Premises”). Ex. A-1. The Lease provides for a monthly full-service rent of \$8,359.75. *Id.* at p. 4.
4. On February 9, 2022, a motion to reject the Lease (ECF No. 7) was filed by the Trustee, which the Court granted and entered an order deeming the rejection effective March 3, 2022 (ECF No. 26).
5. On February 11, 2022, the Trustee filed a Notice of Abandonment (ECF No. 12) concerning Debtor’s office equipment (TVs, printers, computer monitors, etc.), furniture (desks, chairs, tables, etc.) and supplies (the “Office Equipment, Furniture and Supplies”). The Notice became immediately effective after no objections were filed. The abandoned Office Equipment, Furniture and Supplies were not removed from the Premises and remain in the Premises.
6. A UCC-1 Financing Statement on record at the Maryland State Department of Assessments and Taxation (“SDAT”) indicates that the Office Equipment, Furniture, and Supplies are

collateral for a secured loan by Respondent, U.S Small Business Administration (“SBA”).
Ex. B at p.1.

7. Other UCC-1 Financing Statements on record at SDAT indicate that the Office Equipment, Furniture, and Supplies are collateral to other loans of Debtor, including Respondent ODK Capital, LLC (Ex. B at p. 2) and Fundbox. Inc. (Ex. B at p.3). However, Debtor's Schedule D states these loans were paid in full or not perfected. (ECF No.20, p. 11).
8. On April 11, 2022, Debtor’s attorney contacted the U.S. Small Business Administration by email to inquire if the SBA intended to retrieve the abandoned Office Equipment, Furniture and Supplies or leave them at the premises. The SBA responded on April 12, 2022, stating the email had been forwarded “to the appropriate department for review and response.” Ex. C. Debtor’s attorney advised counsel for Landlord by email on May 20, 2022, that no reply from SBA had been received. Ex D at p. 1.
9. On June 6, 2022, counsel for Landlord contacted the U.S. Small Business Administration by email to inquire whether the SBA had any intentions concerning the abandoned Office Equipment, Furniture, and Supplies as a result of the blanket lien, or any objection to them being removed and disposed of by Landlord. Ex. E. No response was received.
10. The last rent payment received by Landlord from Debtor was January 7, 2022. Prior to the Petition date, rent was due February 1, 2022, in the amount of \$8,359.75, and was not paid. Landlord has not received any rent payments post-petition. *See* Decl. of James Hurst, Ex. A at para. 8.
11. Upon information and belief, the Debtor has abandoned the Premises, but the Office Equipment, Furniture and Supplies remain in the Premises or in Landlord’s possession. Ex. A at para. 10.

12. The abandoned Office Equipment, Furniture and Supplies that remain in the Premises make it unavailable for Landlord to lease to subsequent tenants or must be stored at Landlord's expense. Ex. A. at para. 11.
13. Counsel for Debtor states Debtor consents to this motion and has no objection to Landlord removing the Debtor's Office Equipment, Furniture and Supplies from the Premises. Exhibit D at p. 1. Trustee advised this motion is not needed as the Office Equipment, Furniture and Supplies have been abandoned and Debtor has consented to removal. Id at p. 2.

Relief Requested

14. Landlord seeks entry of an Order lifting the automatic stay of 11 U.S.C. § 362(a) permitting Landlord to exercise any and all non-bankruptcy rights concerning the Lease and the Premises, including, without limitation, a state-court eviction action that includes removal and disposal of the abandoned Office Equipment, Furniture and Supplies that remain in the Premises or in Landlord's possession.
15. Section 362(c) of the Bankruptcy Code provides the following concerning the effectiveness of the automatic stay:
- (c) Except as provided in subsections (d), (e), (f), and (h) of this section—
 - (1) the stay of an act against property of the estate under subsection (a) of this section continues until such property is no longer property of the estate;
 - (2) the stay of any other act under subsection (a) of this section continues until the earliest of—
 - (A) the time the case is closed;
 - (B) the time the case is dismissed; or
 - (C) if the case is a case under chapter 7 of this title concerning an individual or a case under chapter 9, 11, 12, or 13 of this title, the time a discharge is granted or denied;
16. In consideration of Section 362(c) and the absence of any specific provision in the Bankruptcy code providing that a Chapter 7 trustee's rejection of a lease of nonresidential

property results in the lease no longer being property of the estate, Landlord believes that relief from automatic stay is necessary.

17. Landlord is entitled to relief from the automatic stay for cause pursuant to section 362(d)(1) because Landlord has not received a rent payment since January 7, 2022, but the abandoned Office Equipment, Furniture and Supplies remain in the Premises making it unavailable for Landlord to lease to subsequent tenants or require storage at Landlord's expense.

18. Section 362(d) of the Bankruptcy Code provides, in part, as follows:

(d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay:

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest; or

(2) with respect to a stay of an act against property under subsection (a) of this section, if:

(A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization. . .

19. "Because the Bankruptcy Code provides no definition of what constitutes "cause," the courts must determine when discretionary relief is appropriate on a case-by-case basis.") *Cloughton v. Mixson*, 33 F.3d 4, 5 (4th Cir. 1994).

20. Cause under Section 362(d)(1) exists because Landlord's interests are not adequately protected as Landlord has not received any rent payments since January 7, 2022, and the Office Equipment, Furniture and Supplies of Debtor remain in the Premises making the Premises unavailable for Landlord to lease to subsequent tenants or be stored at Landlord's expense.

21. Additionally, Landlord is also entitled to relief from the automatic stay under Section 362(d)(2) of the Bankruptcy Code, as (1) Debtor has no equity in the Premises and (2) the Premises cannot be necessary to reorganization because by bringing this case under Chapter

7, the Debtor has elected not to seek to reorganize. *See, e.g., B.N. Realty Assocs. v. Lichtenstein*, 238 B.R. 249, 258 (S.D.N.Y. 1999) (“Since a Chapter 7 petition does not contemplate reorganization, the only issue in a Chapter 7 case under 362(d)(2) would be whether a tenant's lease gave him equity in the property.”)

22. Accordingly, the Landlord has established additional grounds for relief from the automatic stay.

23. Pursuant to Local Bankruptcy Rule 9013-2, no memorandum of fact and law will be filed. The Landlord will rely solely upon this Motion.

24. Pursuant to Local Bankruptcy Rule 9013-6, Landlord consents to entry of a final order by the Court in connection with this motion.

Conclusion

25. For the foregoing reasons, the automatic stay of 11 U.S.C. § 362 in the above-captioned bankruptcy case should be lifted so as to permit Landlord to exercise of any and all non-bankruptcy rights concerning the Lease and the Premises to cause removal, appropriation, sale, destruction, or otherwise dispose of the abandoned Office Equipment, Furniture and Supplies including, but not limited to, a state-court action for eviction,

WHEREFORE, Landlord respectfully requests the following relief:

- A. That the Court enter an Order granting Landlord relief from the automatic stay to permit Landlord to exercise of any and all non-bankruptcy rights concerning the Lease and the Premises to cause removal, appropriation, sale, destruction, or otherwise dispose of the office equipment, furniture and supplies abandoned by the Trustee for the bankruptcy estate of ASL Interpreter Corps, LLC including, but not limited to, a state-court action for eviction; and

B. That the Court grant Landlord such other and further relief as is just and equitable.

DATED: July 12, 2022

/s/ Ron D. Golden
Ronald D. Golden, Bar No. 11448
Justine A. Harrison
Jared M. Allen
Aircraft Owners and Pilots Association
421 Aviation Way
Frederick, MD 21701
Tel: (301) 695-2079
Ron.Golden@aopa.org
*Counsel to Landlord, Aircraft Owners and
Pilots Association*

CERTIFICATE OF MAILING

I hereby certify that on the 12th day of July, 2022, a copy of the foregoing *Aircraft Owners and Pilots Association Motion For Relief From the Automatic Stay* was served on the parties listed below by electronic service via CM/ECF:

Office of the United States
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

Craig B. Leavers
P.O. Box 306
Cockeysville, MD 21030-0306
Trustee

Bud Stephen Tayman, Esq.
13017 Wisteria Drive
Public Mail Box 325
Germantown, Maryland 20874
Attorney for Debtor

And on the following by first class mail, postage prepaid:

ASL Interpreter Corps, LLC
ATTN: Marie Alford
1213 Liberty Road
Box 280
Sykesville, Maryland 21784

United States Attorney
ATTN: Civil Process Clerk
36 S. Charles Street 4th Fl.
Baltimore, MD 21201

Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

U.S. Small Business Administration
ATTN: Marchelle Bailey, Esq., General Attorney
200 W. Santa Anna Blvd., Suite 740
Santa Anna, CA 92701

ODK Capital, LLC
ATTN: David A. Fisher, President
4700 West Daybreak Parkway
Suite 200
South Jordan, UT 84009-5133

ODK Capital, LLC
ATTN: David A. Fisher, President
C/O C T Corporation System
1999 Bryan St.
Ste. 900
Dallas, TX, 75201-3136

/s/ Jared M. Allen
Jared M. Allen, Esq.
Aircraft Owners and Pilots Association
421 Aviation Way
Frederick, MD 21701
Tel: (301) 695-2079
Jared.Allen@aopa.org
*Counsel to Aircraft Owners and Pilots
Association, Landlord*

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:	*	Case No. 22-10594-DER
ASL INTERPRETER CORPS, LLC,	*	
Debtor.	*	(Chapter 7)
* * * * * * *	*	* * * * *

**DECLARATION OF JAMES HURST
IN SUPPORT OF AIRCRAFT OWNERS AND PILOT ASSOCIATION'S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

I, James Hurst, declare as follows:

1. I am over 18 years of age and fully competent to give this declaration.
2. I have personal knowledge regarding the interest of the Aircraft Owners and Pilots Association ("Landlord") in 411 Aviation Way, Suites 230 and 240, Frederick, Maryland 21701 ("Premises") because I am employed by Landlord as the Senior Director of Accounting and Compliance.
3. I am a custodian of Landlord's books, records and files that pertain to the rental of the Premises ("business records"). I have personal knowledge, or knowledge based on the business records of Landlord of the facts stated in this declaration. The relevant business records were made at or near the time by, or from information transmitted by, a person with knowledge; were kept in the course of Landlord's regularly conducted business activity; and it was the regular practice of Landlord's business activity to make such records.
4. The Premises is a nonresidential property owned by Landlord.
5. ASL Interpreter Corps, LLC ("Debtor") was a party, as lessee, to an unexpired, sixty (60) month lease dated August 4, 2021, of the Premises ("Lease"). *See* Exhibit A-1.
6. The Lease provides for a monthly full-service rent of \$8,359.75.
7. Debtor's payment history pursuant to the Lease is as follows:

Rent month	Pmt Date	Amount	Description
Security Deposit	8/19/2021	8,359.75	one month security deposit
Oct-21	10/6/2021	8,359.75	Oct 2021 rent payment
Nov-21	11/8/2021	8,359.75	Nov 2021 rent payment
Dec-21	12/1/2021	8,359.75	Dec 2021 rent payment
Jan-22	1/7/2022	8,359.75	Jan 22 rent payment

8. The last rent payment received by Landlord from Debtor was January 7, 2022 for the month of January 2022. Rent for February 2022 was due February 1, 2022, in the amount of \$8,359.75, and was not paid.
9. Landlord has not received any payments, rent or otherwise, concerning the Premises since January 7, 2022.
10. Debtor's office equipment (TVs, printers, computer monitors, etc.), furniture (desks, chairs, tables, etc.) and supplies (the "Office Equipment, Furniture and Supplies") remain in the Premises or in Landlord's possession.
11. The Office Equipment, Furniture and Supplies of Debtor remaining in the Premises make the Premises unavailable for Landlord to lease to subsequent tenants or must be stored at Landlord's expense.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 8th day of July 2022.


James Hurst
Senior Director, Accounting & Compliance

EXHIBIT A-1

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this 4th day of August, 2021, by and between Aircraft Owners and Pilots Association, a nonprofit organization under the laws of the State of New Jersey having its principal place of business at 421 Aviation Way, Frederick, MD 21701 (hereinafter referred to as "Landlord") and ASL Interpreter corps, LLC. a Maryland corporation and having its most recent principal place of business at 1213 Liberty Road, #280 Sykesville, MD 21784 (hereinafter referred to as "Tenant"). Landlord and Tenant are sometimes individually referred to as a "Party" and collectively as the "Parties." For purposes of this Lease, Landlord and Tenant shall sometimes be collectively referred to herein as the "Parties" or individually as a "Party".

EXPLANATORY NOTE:

WHEREAS, Landlord is the owner of the office building located at 411 Aviation Way, Frederick, Maryland (the "Building"); and

WHEREAS, Landlord desires to make a certain portion of the building available to Tenant for Tenant's use, and Tenant desires to rent such space in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, WITNESSETH: That in reliance upon and in consideration of the representations, warranties, covenants, conditions and limitations herein contained on the part of Tenant (the full and exact performance and observance of each, every and all thereof being agreed by Tenant to be conditions precedent and subsequent to the covenants herein to the continuation of this Lease), Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the herein described premises upon the following terms and conditions:

ARTICLE 1 **FUNDAMENTAL LEASE PROVISIONS**

Section 1.1. Lease Provisions. The fundamental lease provisions contained in this Section 1.1 have been prepared in such a manner as to provide to the users of this Lease a convenient place where a portion of the variable information for this specific Lease may be easily located for easy use and reference. However, while the information in this Section is deemed accurate, such information may require further explanation, definition, and/or embellishment regarding its application in this Lease with respect to the parties to this Lease. Such further explanation, definition, embellishment and application shall be obtained by further reference to those provisions in the Lease following this Section and the Exhibits, Schedules and/or Attachments that are annexed to this Lease.

[Remainder of page intentionally left blank.]

Specifics

- 1.1.1. Use of Leased Premises: General office use
- 1.1.2. Initial Term: **Sixty (60) Months**
- 1.1.3. Option Term(s): None
- 1.1.4. Lease Commencement Date: **September 1, 2021 (for suites 230 & 240)**
- 1.1.5. Rent Commencement Date: **October 1, 2021 (for suites 230 & 240)**
- 1.1.6. Lease Term Expiration Date: **August 31, 2026 (for suites 230 & 240)**
- 1.1.7. Leased Premises: The Leased Premises shall be comprised of the area commonly known as **Suites 230 & 240 at 411 Aviation Way, Frederick MD 21701**, exclusive of any common stairways, entrance areas, lobbies, mechanical rooms and/or similar areas which shall be available for the joint use of the Landlord and other occupants of 411 Aviation Way.
- 1.1.8. Gross Leasable Area – Leased Premises: **Combined Total 4,777**
- **Suite 230: 2,271 rentable square feet calculated** in accordance with BOMA-ANSI, latest edition.
 - **Suite 240: 2,506 rentable square feet calculated** in accordance with BOMA-ANSI, latest edition.
- 1.1.9. Security Deposit: One months' rent.
- 1.1.10. Tenant will provide current credit card to AOPA to be held on file. The card will be used to cover all outstanding rent payments. Prior notice will be provided to tenant before charging card.
- 1.1.11. Broker: MacRo LTD., Inc. for Landlord (or as directed by Landlord).
- 1.1.12. Additional Allowances: Repaint walls and clean carpets.
- 1.1.13. Space access: Tenant will have access to the following suites on the following dates:
- Suite 230: September 1, 2021
 - Suite 240: August 9, 2021

Section 1.2. Description and Location of Leased Premises. Landlord hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the space located at **411 Aviation Way, Suites 230 & 240, Frederick, Maryland 21701** and specifically described to this Lease ("Leased Premises"). Landlord hereby reserves the right at any time, and from time to time, to make alterations or additions to 411 Aviation Way; to build additional stories on 411 Aviation Way; to build adjoining the same; and to install, maintain, use, repair and replace pipes, ducts, conduits, mechanical systems, wires and/or

other improvements, structures and/or materials, leading through, under or over 411 Aviation Way, including the Leased Premises, in locations serving other parts of 411 Aviation Way, which shall not materially interfere with Tenant's use of the Leased Premises. Landlord also reserves the right to enlarge the area of 411 Aviation Way by acquisition or leasehold; to construct other buildings or improvements within 411 Aviation Way, from time to time or by annexing additional properties currently owned by Landlord into 411 Aviation Way, all provided that none of the aforesaid actions materially interfere with Tenant's use of the Leased Premises. The Leased Premises shall include the rights in common with others to use the Common Areas (hereinafter defined), except where such use is restricted and/or exclusively granted to another tenant within 411 Aviation Way, but in all cases subject to such reasonable rules and regulations as Landlord may determine from time to time.

ARTICLE 2

CONDITION OF LEASED PREMISES

The Leased Premises are being leased to Tenant hereunder in "AS IS" condition, "WITH ALL FAULTS" and without representation or warranty (all of which Landlord disclaims) as of the Lease Commencement Date, except for the obligations of Landlord which are specifically set forth herein. The Parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Lease and the Exhibits annexed hereto, which alone fully and completely express their agreement, and that this Lease has been entered into by Tenant after full investigations, or with the Parties satisfied with the opportunity afforded for full investigation, of the Leased Premises and all matters affecting the Leased Premises and the use, occupancy, management, operation and maintenance thereof, and neither Party relying upon any statement or representation by the other, unless such statement or representation is specifically embodied in this Lease or the Exhibits annexed hereto.

ARTICLE 3

LEASE TERM

Section 3.1. Initial Term. The Initial Term of this Lease shall commence on the Lease Commencement Date and shall expire as listed herein subject to the valid and appropriate exercise of any applicable option term by Tenant, if not sooner terminated pursuant to the terms and conditions hereof, on the Lease Expiration Date. Landlord shall not be liable for the failure to give possession of the Leased Premises to Tenant at the commencement of the Term if such failure is due to the fact that the Leased Premises, in Landlord's opinion, not available for any reason beyond the reasonable control of Landlord.

Section 3.2. Option to Extend. None

[Remainder of page intentionally left blank.]

ARTICLE 4

RENTAL

Tenant covenants and agrees to pay Rent to Landlord at the following rates and times:

Section 4.1. Rent. This is a “full service” lease, and the Rent specified herein shall compensate Landlord for all things to be provided to Tenant under this Lease, including services and utilities Landlord is to provide to Tenant for the Leased Premises. Commencing on the Rent Commencement Date, Tenant hereby agrees to pay to Landlord, without demand, deduction or setoff whatsoever, Rent which shall be payable monthly in equal installments by Tenant to Landlord, in advance, on the first day of each calendar month during the Term as follows:

Suites 230 and 240:

- **October 1, 2021 – August 31, 2022: \$21.00 per square foot**
 - Consisting of eleven (11) monthly payments of **\$8,359.75** totaling \$91,957.25
- **September 1, 2022 – August 31, 2023: \$21.00 per square foot**
 - Consisting of twelve (12) monthly payments of **\$8,359.75** totaling \$100,317.00
- **September 1, 2023 – August 31, 2024: \$21.00 per square foot**
 - Consisting of twelve (12) monthly payments of **\$8,359.75** totaling \$100,317.00
- **September 1, 2024 – August 31, 2025: \$21.63 per square foot**
 - Consisting of twelve (12) monthly payments of **\$8,610.54** totaling \$103,326.51
- **September 1, 2025 – August 31, 2026: \$22.28 per square foot**
 - Consisting of twelve (12) monthly payments of **\$8,868.86** totaling \$106,426.31

If the Rent Commencement Date does not occur on the first day of a calendar month, then the rent for that first month shall be abated pro-rata based upon the number of days remaining in such calendar month.

4.1.1. If the payment of Rent shall be in arrears, in whole or in part, for fifteen (15) or more days, then such failure shall, if uncured by Tenant upon ten (10) days’ notice by Landlord, be a Default hereunder and Landlord may elect to pursue such remedies as are set forth herein or otherwise available under Maryland law.

Section 4.2. Confidentiality. Tenant agrees that the financial terms of this Lease shall be confidential and shall not be released to any third party (other than lenders, potential investors, business advisor and the like of Tenant) without the prior written consent of the Landlord.

ARTICLE 5

PAYMENT OF RENT

Section 5.1. Payment Procedures. All Rent payable and all statements deliverable by Tenant to Landlord under this Lease shall be paid and delivered to Landlord at the office of Landlord designated by it for notices under this Lease, unless Tenant shall be notified differently in writing by Landlord.

Section 5.2. Remedies/Interest/Attorneys' Fees/Late Fee. All costs, fees and other expenses, charges and sums of every nature that Tenant assumes or agrees to pay under this Lease, together with

all interest and penalties that may accrue thereon, and all damages, costs, expenses, and sums (including attorneys' fees) that Landlord may suffer or incur by reason of any Default by Tenant in performance of the terms hereof, shall all be deemed to be, and collectible as, Additional Rent due under this Lease. In the event of nonpayment of any item described in this Article by Tenant, Landlord shall have all the rights and remedies as provided in this Lease for Tenant's failure to pay Rent. If Tenant shall default in the performance of any part of this Lease, Landlord may immediately or anytime thereafter, without notice, and in addition to any and all other remedies available to it under this Lease or otherwise by law, perform the same for the account and at the expense of Tenant plus ten percent (15%) of such expenses for Landlord's overhead, which sums shall be payable upon demand, as Additional Rent, with interest thereon at the rate of ten percent (10%) per annum. Landlord may perform such obligations of Tenant, in the event of exigent circumstances, in order to preserve life, limb or property, in which case Tenant shall immediately reimburse Landlord for all costs and expenses incurred by Landlord in performing such obligations. In the event Tenant should default under any of the provisions of this Lease and Landlord should employ attorneys or incur other expenses for the collection of Rent or the enforcement of performance or observance of the terms and conditions of this Lease, Tenant, on demand, shall pay to Landlord such attorneys' fees and such other expenses so incurred, with interest at ten percent (10%) per annum, as Additional Rent hereunder. Such attorneys' fees and other expenses so incurred shall be due and payable by Tenant upon the referral of such matter to an attorney, even if any litigation has not yet been commenced. If Landlord shall, without fault on the part of Landlord, be made a party to any litigation commenced against Tenant, and if Tenant shall fail to provide Landlord with legal counsel approved by Landlord (such approval not to be unreasonably withheld or delayed), Tenant shall pay, upon demand, all costs and attorneys' fees incurred or paid by Landlord in connection with such litigation, with interest at eighteen percent (18%) per annum, as Additional Rent hereunder. In the event that any payment to be paid by Tenant as provided for in this Lease is not paid on the day such payment shall be due, then a "late charge" of five percent (5%) of such late payment and/or Five Hundred Dollars (\$500.00), whichever shall be greater, shall become immediately due to Landlord as liquidated damages for the failure by Tenant to make prompt payment. The entire late charge shall be payable for each month or for any fraction of a month that such payment is overdue.

ARTICLE 6

TENANT'S COVENANTS

Tenant expressly covenants and agrees as follows:

Section 6.1. Use; Unlawful Purpose. Tenant shall use the Leased Premises for the purposes described in Section 1.1.3 above, and shall not permit any use of the Leased Premises for any other purpose without Landlord's prior written consent. Tenant shall not use or permit said Leased Premises, or any part thereof, to be used for any disorderly purpose or in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, now or after the date of this Lease affecting the Leased Premises. Tenant shall, at its own expense, promptly comply with all lawful statutes, ordinances, rules, orders, regulations, and requirements (including but not limited to any and all zoning matters relating to Tenant's use of the Leased Premises) of the federal, state, county or municipal governments now in force or hereafter enacted insofar as the conduct of its business in the Leased Premises shall pertain to the same and with all recommendations of the Association of Fire Underwriters of the State of Maryland with respect to the use and occupancy of the Leased Premises by Tenant.

Section 6.2. Repair and Maintenance of Leased Premises. Tenant shall keep the interior of said Leased Premises, excluding all electrical, plumbing, heating, air conditioning and other mechanical equipment used in connection therewith (collectively the “Mechanical Systems”) in good order and condition and surrender same at the Lease Expiration Date, in the same good order in which they are received, ordinary wear and tear excepts; PROVIDED, HOWEVER, in the event any Mechanical Systems currently installed within 411 Aviation Way or to be installed during the Term which serve more than one tenant of 411 Aviation Way (the “Common Mechanical Systems”), then Landlord shall be responsible for the maintenance, care and/or replacement of such Common Mechanical Systems with the cost and expense of such maintenance, care and/or replacement to be included in the Operating Expenses and payable by Tenant in accordance herewith. Landlord shall be perform repairs, maintenance, alteration or any other action with reference to the Leased Premises or any part thereof, or repair, maintenance, alteration, replacement or any other action with respect to any Mechanical Systems. Tenant shall promptly advise Landlord of any material damage to the Leased Premises. Notwithstanding the foregoing, all damage or injury to the Leased Premises and to its fixtures, appurtenances, and equipment or to 411 Aviation Way or to its fixtures, appurtenances, and equipment that is caused by Tenant, its agents, employees, or invitees, shall be repaired, restored, or replaced promptly by Tenant at its sole cost and expense. Such repairs, restorations, and replacements shall be in quality and class equal to the original work or installations. Landlord has the right to supervise the making of repairs, restorations, and replacements by Tenant and to charge Tenant for its reasonable cost of doing so, and all those repairs, restorations, and replacements shall be performed by a contractor approved in advance by Landlord. If Tenant fails to make those repairs, restorations, or replacements, they may be made by Landlord at the expense of Tenant and the expense (including 15% for Landlord's overhead) shall be collectible as Additional Rent and shall be paid by Tenant within fifteen (15) days after delivery of a statement to Tenant for the expense.

Section 6.3. Trash Disposal. Tenant shall not permit refuse, trash or waste of any nature to accumulate in the Leased Premises, but shall remove the same at its own expense and shall keep the Leased Premises free of insects, rodents, vermin and other pests due to Tenant's operations; furthermore, that Tenant shall not permit refuse, trash, waste or debris which directly or indirectly results from Tenant's business operation to accumulate in any manner on or around the Common Area. Landlord shall have the right to designate that certain tenants, including Tenant, shall be required to share a common trash receptacle (and the service thereof), to be placed at various locations within 411 Aviation Way in a manner and in a place deemed acceptable to Landlord. In the event that Tenant violates this Section 6.4., then Landlord reserves the right to correct such violation and bill Tenant for such costs.

Section 6.4. Personal Property of Tenant. All personal property in said Leased Premises and all Tenant improvements to the Leased Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property or Tenant improvements arising from acts of negligence of any other person; nor shall Landlord be liable for any injury to the agents, employees, invitees and/or guests of Tenant or other persons in and about said Leased Premises, Tenant expressly agreeing to hold Landlord harmless in all such cases and to carry public liability insurance in a company approved by Landlord for that purpose in amounts as set forth below. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, gas, electricity, or any other utilities, caused by any unavoidable delay or by the making of any necessary repairs or improvements. Tenant, at its own expense, shall carry fire insurance with extended coverage on its fixtures, equipment, stock in trade and other personal property. Tenant shall insure any plate glass on the Leased Premises against breakage, furnishing Landlord with a copy of said policy, naming Landlord as a named insured with respect to such insurance.

Section 6.5. Indemnification and Insurance.

6.5.1. During the Initial Term and the Option Term, if applicable, the Tenant will indemnify and save harmless the Landlord against any and all claims, suits, judgments, liens, actions, debts, demands, or obligations which may be made against the Landlord or against the Landlord's title in the Leased Premises and/or 411 Aviation Way, arising out of, or in connection with, any alleged act or omission of the Tenant or any person claiming under, by, or through the Tenant, its licensees or invitees or any trespasser on the Leased Premises or any other matter arising from the Tenant's use of the Leased Premises; and if it becomes necessary for the Landlord to defend any action seeking to impose any such liability, the Tenant will pay the Landlord all costs of court, all costs associated with litigation and/or defense of any nature by Landlord as against such claims, debts, demands and/or obligations, and attorneys' fees incurred by the Landlord in effecting such defense in addition to any other sums which the Landlord may be called upon to pay by reason of the entry of a judgment or ruling against the Landlord. If any Landlord receives actual knowledge of any action, suit, claim, investigation, demand or other proceeding pursuant to which Landlord would be entitled to indemnification hereunder (the "Claims"), then Landlord shall give written notice to Tenant of such Claim. The Tenant shall have the obligation to assume, at its full cost and expense, the defense of such Claim, using counsel of its choice, subject to the right of the Landlord to participate (at Tenant's full cost and expense and with counsel of Landlord's choice) in the defense, compromise or settlement thereof. The Tenant shall not compromise or settle any Claim without the prior written approval of the Landlord.

6.5.2. Tenant will keep in force with companies licensed to do business in the state of Maryland and which have a rating of [A-] or better (or comparable insurance rating service), at Tenant's expense at all times during the Term of this Lease and during such other times as Tenant occupies 411 Aviation Way or any part thereof, the following insurance policies:

(1) Commercial general liability insurance written on an occurrence basis with respect to 411 Aviation Way and the Common Area, with minimum combined single limits of Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. Such liability insurance shall in addition extend, through contractual liability coverage, to any liability of Tenant arising out of the indemnities provided herein and shall be subject to the waiver of subrogation specified therein. Such liability insurance shall also include broad form endorsement coverage including personal injury coverage. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of applicable workers' compensation or similar statutes, Tenant shall also keep in force, at its own expense, workers' compensation or similar insurance affording statutory coverage and compensation or similar insurance affording statutory coverage and containing statutory limits.

(2) All-risk casualty insurance with replacement cost endorsement and without deductible in excess of Ten Thousand Dollars (\$10,000) covering the Tenant's leasehold improvements, which for purposes hereof shall mean and include any improvements made to the Leased Premises by Tenant during the Term, in an amount equal to the full replacement value thereof. The coverage shall include boiler and machinery coverage, where applicable. All proceeds of insurance shall be used to restore Tenant's leasehold improvements to the condition in which they were prior to the occurrence of the loss.

(3) Workers Compensation insurance as per statutory coverage prescribed by the State of Maryland including Employer's Liability Insurance of \$1,000,000 combined single limit each

occurrence.

(4) For the benefit of solely the Tenant, Business Interruption Insurance with limit representing loss of at least approximately six (6) months of income.

(5) On or before the Lease Commencement Date, Tenant will deposit with Landlord copies of policies of insurance required by the provisions of this Section or certificates thereof satisfactory in form and substance to Landlord, together with satisfactory evidence of the payment of the required premium or premiums thereof. Failure to deposit such policies shall not relieve Tenant of its obligations to obtain and keep in force insurance coverage required by this Lease. The insurance required hereby may be maintained by means of a policy or policies of blanket insurance so long as the provisions of this Lease are fully satisfied and the required amounts are specifically allocated to the Leased Premises.

(6) All policies of insurance required to be carried by Tenant by this Section hereof shall provide that the policy shall not be subject to cancellation, termination, or change nor shall such policies be allowed to lapse and/or expire, except after thirty (30) days' prior written notice to Landlord, and all such policies shall name Landlord as an additional insured as its interest may appear.

(7) If Tenant shall not comply with its covenants made in this Section, Landlord may (but shall not be obligated to) cause insurance as aforesaid to be issued, and in such event Tenant agrees to reimburse Landlord for the premium for such insurance promptly upon Landlord's demand (which shall be collectible as Additional Rent hereunder).

(8) If for any reason Tenant fails to provide and keep in force any or all of the insurance policies set forth in this Section, then in such event Tenant shall indemnify and hold Landlord harmless against any and all claims, actions, damages, liability, and expense (including, but not limited to, attorney's fees) which would have been covered by such insurance.

Section 6.6. Increased Insurance Risks. Tenant shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Leased Premises that shall contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, but not limited to, public liability), or that shall prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant shall cause the rate of fire or other insurance on the Leased Premises, or 411 Aviation Way, in companies acceptable to Landlord, to be increased beyond the minimum rate from time to time applicable to the Leased Premises or to buildings of similar construction as the building of which the Leased Premises are a part, Tenant shall pay the whole amount of such increase promptly upon Landlord's demand.

Section 6.7. Excessive Noise and Odor. Tenant shall keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises, and shall not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises. Tenant shall not undertake any activity which would be considered a public or private nuisance. Tenant shall not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Leased Premises.

Section 6.8. Exterior Appearance. Without the express written approval of Landlord to the contrary, Tenant shall not place or suffer to be placed or maintained on the exterior of the Leased

Premises any sign, advertising matter or other thing of any kind; and Tenant shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises or anywhere within the Leased Premises if clearly observed from outside the Leased Premises without first obtaining Landlord's written approval therefor which shall not be granted unless determined by Landlord, in its sole opinion, to be compatible with 411 Aviation Way as a whole and the signage of the other tenants in 411 Aviation Way. Tenant shall not alter the exterior appearance of the Leased Premises and shall not make any changes of a structural nature to the Leased Premises and shall not paint or decorate any part of the exterior of the Leased Premises without first obtaining Landlord's written approval. Tenant agrees that any improvements in the nature of a permanent fixture, repairs, replacements or decorations described in Section 6.13. below, made by Tenant shall immediately become the property of Landlord and shall remain upon the Leased Premises in the absence of agreement to the contrary or in the absence of the exercise of Landlord's option to the contrary as set forth in Section 6.13. below. Furthermore, Tenant shall not cut or drill into or secure any fixture, apparatus, equipment or decoration of any kind to any part of the Leased Premises without first obtaining Landlord's written consent.

Section 6.9. Rules and Regulations. Tenant shall comply with all rules and regulations established by Landlord. The current rules and regulations are attached as Exhibit A to this Lease. Landlord may amend and/or supplement the rules and regulations by providing Tenant fifteen (15) days advance notice of such changes. Tenant shall conduct its business in the Leased Premises in all respects in a dignified, clean, orderly and efficient manner and in accordance with high standards, keeping in mind the fact of the operation and existence of offices located in 411 Aviation Way.

Section 6.10. Abandonment. Should Tenant at any time remove from and vacate said Leased Premises, then even though the Rent herein provided for is tendered, Landlord shall have the right, privilege, and option of either accepting such tender or releasing the Leased Premises to another tenant at the risk, cost, and damage of Tenant in the event that Landlord is unable to obtain the same amount of Rent as herein provided for, or Landlord may, at its option, at any time after a Default of this provision terminate this Lease in its entirety.

Section 6.11. Sale and Leasing. Tenant shall permit Landlord, and its employees, agents and/or contractors, to post a "For Rent" sign and to show said Leased Premises upon reasonable notice to Tenant and at reasonable hours to prospective tenants during the last six (6) months of the Term herein, it being understood and agreed that this Lease and the tenancy hereby created shall cease and determine at the end of the Term hereof, without the necessity of any notice from either Landlord or Tenant to terminate the same; and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Leased Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant shall further permit Landlord, and its employees, agents, and/or contractors, to show the Leased Premises at all reasonable times during the Term hereof, to prospective purchasers of 411 Aviation Way and/or the Leased Premises.

Section 6.12. Alterations/Procedural Requirements. Tenant may, from time to time, at its expense, make alterations or improvements in and to the Leased Premises (hereinafter collectively referred to as "Alterations"), provided that Tenant first obtains the written consent of Landlord in each instance. Landlord's consent to Alterations shall not be unreasonably withheld, provided that:

- (i) the Alterations are non-structural and the structural integrity of 411 Aviation Way shall not be affected;

- (ii) the Alterations are to the interior of the Leased Premises;
- (iii) the proper functioning of the mechanical, electrical, heating, ventilating, air-conditioning (“HVAC”), sanitary and other service systems of 411 Aviation Way shall not be affected and the usage of such systems by Tenant shall not be increased;
- (iv) the Alterations have no adverse effect on other leased premises in 411 Aviation Way;
- (v) Tenant shall have appropriate insurance coverage, reasonably satisfactory to Landlord, regarding the performance and installation of the Alterations;
- (vi) the Alterations shall conform with all other requirements of this Lease; and
- (vii) Tenant shall have provided Landlord with reasonably detailed plans (the “Plans”) for such Alterations in advance of requesting Landlord’s consent. Additionally, before proceeding with any Alterations, Tenant shall:
 - a. at Tenant’s expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations;
 - b. submit to Landlord, for Landlord’s written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received said approval; and
 - c. cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of commercial general liability insurance (providing the same coverages as required in Section 6.6 above) and workers compensation insurance.

Such insurance policies shall satisfy the obligations imposed under Section 6.6 above. After obtaining Landlord’s approval to the Alterations, Tenant shall give Landlord at least five days’ prior written notice of the commencement of any Alterations at the Leased Premises, and Landlord may elect to record and post notices of non-responsibility at the Leased Premises. Tenant shall cause the Alterations to be performed in compliance with all applicable permits, laws and requirements of public authorities, and with Landlord’s reasonable rules and regulations or any other restrictions that Landlord may impose on the Alterations. Tenant shall cause the Alterations to be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the standards for 411 Aviation Way established by Landlord. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations and shall provide Landlord with “as built” plans, copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

Section 6.13. Excessive Weight. Tenant shall not install or store in the Leased Premises any safe, machinery, fixture, equipment or other item of any kind that shall exceed in weight 200 pounds per square foot, without the prior written consent of Landlord, which consent shall not be unreasonably withheld provided that Tenant undertakes such reasonable measures as Landlord’s architect may require in order to avoid any damage or destruction to the Leased Premises and/or 411 Aviation Way.

Section 6.14. Mechanics Liens. Tenant shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Leased Premises, and for all materials furnished for or in connection with the work. Tenant shall indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, costs, and demands on account of the work. If any lien is filed against the Leased Premises, Tenant shall cause the lien to be discharged of record within ten (10) days after it is filed. If Tenant desires to contest the lien, it shall furnish Landlord, within the ten-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the lien, plus estimated costs and interest. If a final non-appealable judgment establishing the validity or existence of the lien for any amount is entered, Tenant shall satisfy it at once. If Tenant fails to pay any charge for which a lien has been filed, and does not give Landlord such security, or does not so satisfy any such judgment, Landlord may, at its option, pay the charge and related costs and interest (and may apply any security given by Tenant), and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, shall be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease is the consent or agreement of Landlord to subject Landlord's interest in the Leased Premises to liability under any lien law. If either Landlord or Tenant receives notice that a lien has been or is about to be filed against the Leased Premises, or that any action affecting title to the Leased Premises has been commenced on account of work done by or for Tenant or labor or materials furnished to or for Tenant, it shall immediately give the other written notice of the notice. At least fifteen (15) days prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Leased Premises, by or for Tenant, Tenant shall give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord shall have the right to post notices of non-responsibility or similar notices on the Leased Premises in order to protect the Leased Premises against liens.

Section 6.15. End of Term. At the end of this Lease, Tenant shall surrender the Leased Premises in good order and condition, ordinary wear and tear excepted. If there is then no Default, Tenant may remove from the Leased Premises any trade fixtures, equipment, and movable furniture placed in the Leased Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the Leased Premises. Tenant shall not remove any trade fixtures or equipment without Landlord's prior written consent if the trade fixtures or equipment are used in the operation of 411 Aviation Way or if the removal of the fixtures or equipment shall impair the structure of 411 Aviation Way. Whether or not there is then a Default, Tenant shall remove the alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Section 6.13. Tenant shall fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, improvements and other personal property not removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant shall pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to 411 Aviation Way or the Leased Premises caused by removal of such property, and shall hold Landlord harmless from loss, liability, or expense arising from the claims of third parties such as lenders whose loans are secured by such property. Tenant's obligation to observe and perform this covenant shall survive the end of this Lease.

Section 6.16. Title. Tenant is leasing the Leased Premises hereunder subject to the following matters:

- (1) all conditions, restrictions, limitations, covenants, easements and liabilities now

existing, including, but not limited to, any mortgage liens, deeds of trust, or other similar matters recorded among the Land Records of Frederick County, Maryland;

- (2) zoning ordinances, building codes, sewer and water, mineral mining and processing and storm water management regulations, and any other laws, ordinances, codes, and/or regulations affecting in any way the construction, maintenance, operation, development or use of any and all improvements within the Leased Premises, whether now existing or hereafter constructed, whether such matters be state, federal, county or municipal in nature; and any other matter within the jurisdiction of any other governmental body now existing or which may hereafter exist by reason of any legal authority throughout the Term of this Lease;
- (3) any matters affecting title to 411 Aviation Way, it being acknowledged by Tenant that Tenant has satisfied itself as to the sufficiency of the present title to 411 Aviation Way; and
- (4) the proper performance by Tenant of all of the terms and conditions contained in this Lease, including, without limitation, the payment of Rent hereunder.

ARTICLE 7

LANDLORD'S COVENANTS

Section 7.1. Quiet Possession and Enjoyment. Landlord hereby covenants and agrees that Tenant shall and may peaceably and quietly have quiet possession and enjoyment of the Leased Premises and the non-exclusive right to the use of Common Area granted herein for the Term of this Lease, subject to the terms and conditions set forth herein.

Section 7.2. Landlord's Repairs and Maintenance. Landlord covenants and agrees to make all necessary repairs during the Term of this Lease to the Mechanical Equipment, the Common Area Mechanical Equipment, roof of 411 Aviation Way and all necessary structural repairs to the exterior walls and foundations and major repairs to the parking lot, provided such repairs are not made necessary through misuse of the same by Tenant or its invitees. It is understood and agreed that Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall have, and Tenant hereby gives each of them, the absolute, and unconditional right, license and permission, at any and all reasonable times, and for any reasonable purpose whatsoever, to enter through, across or upon the Leased Premises or any part thereof, and, at the option of Landlord, to make such reasonable repairs to or changes in the Leased Premises as Landlord may deem necessary or proper. Tenant covenants and agrees that Landlord shall not be held responsible for and Landlord is hereby released and relieved from any liability by reason of or resulting from damage or injury to person or property of Tenant or of anyone else, directly or indirectly caused by

- (i) dampness of water in any part of the Leased Premises or in any part of any other property of Landlord or of others, and/or
- (ii) any leak or break in any part of the Leased Premises or in any part of any other property of Landlord or of others or in the pipes of the plumbing or heating works thereof,
- (iii) no matter how caused, and/or (iii) any interruption in service of water, electricity or any other utilities caused by any unavoidable delay or by the making of any necessary repairs or improvements.

Section 7.3. Building Services. Subject to the terms of this Lease, and the Rules and Regulations referenced herein, Landlord shall furnish Tenant the following services during the Term:

a. Air conditioning and heating (HVAC) as reasonably required for comfortable use and occupancy under normal office conditions, from 7:00 A.M. to 10:00 P.M. Monday through Sunday but not on New Year's Day, July 4th, Labor Day, Thanksgiving, Christmas or other bank or legal holiday's as determined by Landlord. Tenant acknowledges that there will be no air circulation or temperature control within the Leased Premises when the HVAC system is not operating and, consequently, during such times the Leased Premises may not be suitable for human occupation or for the operation of computers and other heat sensitive equipment. Landlord shall use its best efforts to provide HVAC to Tenant at times other than those set forth above subject to

(i) the payment by Tenant of Landlord's standard charge, as determined by Landlord from time to time, in Landlord's sole but reasonable discretion, for after-hours HVAC and

(ii) Tenant providing to Landlord at least one (1) business day's advance written notice of Tenant's need for after-hours HVAC.

As of the date of this Lease, and subject to future increases, the standard charge for after-hours HVAC is Forty Dollars (\$40.00) per hour. Tenant shall pay all after hours HVAC charges to Landlord within thirty (30) days after Landlord bills Tenant for said charges.

b. Water for drinking, lavatory and toilet purposes.

c. Janitor service in and about the Leased Premises, five days per week, and periodic window washing.

d. Elevators for access to and egress from the Building floors on which the Leased Premises are situated.

e. Replacement of fluorescent lamps in ceiling mounted fixtures installed by Landlord, and electric current for standard Building lighting.

f. Equipment to limit access to the Building after normal business hours and to the Leased Premises at such times as Tenant may require pursuant to a card-key or similar system.

Tenant shall not use Building utilities or services in excess of those used by the average office building tenant using its premises for ordinary office use. Except as expressly permitted by the terms of this Lease, Tenant shall not install at the Leased Premises office machines, lighting fixtures or other equipment which will generate above average heat, noise or vibration at the Premises or which will adversely affect the temperature maintained by the HVAC system. If Tenant does use Building utilities or services in excess of those used by the average office building tenant except as expressly permitted by the terms of this Lease, Landlord shall have the right, in addition to any other rights or remedies it may have under this Lease, to

(a) at Tenant's expense, install separate metering devices at the Leased Premises, and to charge Tenant for its usage,

(b) require Tenant to pay to Landlord all costs, expenses and damages incurred by Landlord as

a result of such usage, and

(c) require Tenant to stop using excess utilities or services

No interruption or malfunction of any of such services shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or Building or a breach by Landlord of any of its obligations hereunder or render Landlord liable for damages or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay Rent) or grant Tenant any right of set-off or recoupment. In the event of any such interruption within Landlord's reasonable control, however, Landlord shall use reasonable diligence to restore such service.

ARTICLE 8

PARKING AREAS AND OTHER FACILITIES

Section 8.1. Common Area Defined. The term "Common Area", as used in this Lease, shall be deemed to include all those facilities within 411 Aviation Way that are available for the non-exclusive use of Tenant in common with other authorized users, and shall include, but not be limited to, common vehicular parking areas, roadways, service areas, driveways, areas of ingress and egress, sidewalks, landscaped areas, planted areas, together with plants and planting thereon, and areas containing signs, pylons or structures advertising the common name given for 411 Aviation Way, together with the signs, pylons or structures constructed thereon. Notwithstanding anything herein to the contrary, it is understood and agreed that the Common Area shall not in any event be deemed to be a portion of or included with the Leased Premises leased to Tenant hereunder. Common Area shall not include any area of 411 Aviation Way leased exclusively to any tenant(s) of 411 Aviation Way.

Section 8.2. Use of Common Area. Subject to the provisions of this Article 8, Landlord hereby grants to Tenant, its licensees, concessionaires, suppliers, business invitees, customers, agents, representatives and employees, but only during the Term of this Lease, the non-exclusive right, in common with others duly authorized by Landlord, to use the Common Area and the various portions thereof, respectively, for the uses and purposes designated therefor by Landlord. It shall be the duty of Tenant to keep said Common Area free and clear of any obstructions, barricades or barriers placed or created by Tenant or resulting from Tenant's operations or use of the Leased Premises. Those areas around loading areas (if applicable), overhead doors, and entranceways are to be used for access, customer entry, tenant (including agents, invitees, and employees) entry, loading and unloading, and such areas shall be preserved for such purpose. Accordingly, no trailers (movable or otherwise), trucks, vehicles, or structures of any nature whatsoever shall be stored, stationary placed, or in like manner kept from one day to the next in such loading and/or entrance areas. IN NO EVENT MAY ANY PORTION OF THE COMMON AREA BE USED FOR THE STORAGE OF ANY MATERIALS (OTHER THAN THE TEMPORARY PARKING OF TRUCKS AND VEHICLES) WITHOUT THE EXPRESS WRITTEN CONSENT OF LANDLORD, WHICH MAY BE WITHHELD FOR NO REASON OR ANY REASON, IT BEING UNDERSTOOD AND AGREED THAT ANY AND ALL OF TENANT'S STORAGE OBLIGATIONS SHALL BE SATISFIED WITHIN THE LEASED PREMISES, AND NO OUTSIDE STORAGE OF ANY KIND SHALL BE PERMITTED WITHIN THE BUILDING, EXCEPT AS APPROVED BY LANDLORD IN ACCORDANCE HERewith.

Section 8.3. Management of Common Area. The Common Area shall be subject to the exclusive management and control of Landlord. Landlord shall have the right, from time to time, to designate, withdraw, re-designate, relocate and limit the Common Area. Landlord shall have the right to establish, promulgate and enforce such reasonable rules and regulations concerning the Common Area as

Landlord may deem necessary or advisable for the proper and efficient management, operation, maintenance and use thereof, and Tenant shall comply with the same.

Section 8.4. Employee Parking. In addition to the foregoing, Landlord shall have the right from time to time to designate an area or areas within the Common Area, or reasonably adjacent thereto, or to change and relocate the same, for the purpose of parking automobiles and other light vehicles for passenger transportation of Tenant, its licensees, concessionaires, agents, representatives and employees. Tenant, its licensees, concessionaires, agents, representatives and employees shall park said automobiles and vehicles only in the area or areas so designated by Landlord. Tenant and its employees shall have the right to use such parking areas on a non-exclusive basis and parking shall be on a "first-come, first served" basis. Tenant shall within five (5) days after written notice from Landlord furnish to Landlord the state license numbers of said automobiles and vehicles in order to facilitate the enforcement of the provisions of this Article. Tenant agrees that it shall, upon written demand from Landlord, pay to Landlord the sum of Fifteen Dollars (\$15.00) per day for each automobile or other vehicle parked by Tenant, its licensees, concessionaires, agents, representatives and employees, outside such area or areas so designated by Landlord; provided, however, that any such demands for payment by Landlord must be given to Tenant within sixty (60) days after the particular occurrence or occurrences with respect to which payment is so demanded.

Section 8.5. Maintenance of Common Area. Landlord shall, throughout the Term of this Lease, maintain the Common Area in good order, condition and repair and in compliance with all laws and regulations applicable thereto. At any time hereafter, Landlord shall have the right to select and license or lease to any person, firm or corporation the operation and maintenance of the Common Area on such terms and conditions and for such time as Landlord shall, in its sole judgment, deem reasonable and proper. Any such lease, license agreement, or contract shall require the lessee, licensee or operator to be bound by and to perform all the obligations of Landlord relative to the maintenance and operation of the Common Area, and shall make the lessee, licensee or operator responsible to Tenant and all other tenants in 411 Aviation Way.

Section 8.6. Location of Common Area: Changes Therein. Landlord shall have the right to make changes in the Common Area and any part thereof, including, without limitation, changes in the number, location and relocation of driveways, entrances, exits, vehicular parking spaces, the direction of flow of traffic, the setting apart of prohibited areas, the exclusion of employee parking therefrom as Landlord may deem necessary and advisable for the proper and efficient operation and maintenance of the Common Area, and in particular, the vehicular parking areas for the convenience of the suppliers, business invitees and customers of all tenants of said Office Center and removing areas from the Common Area and improving the same for particular tenants. Notwithstanding the immediately preceding provision, the foregoing is not intended to entitle Landlord to

- (a) effect changes in the location of the Common Area which materially and adversely affect access to the Leased Premises, except temporarily during periods of construction; or
- (b) materially reduce the parking spaces available to tenant (including its employees and guests) surrounding the building in which the Premises is located.

Landlord at all times during the Term of this Lease shall have sole and exclusive jurisdiction and control of the Common Area and each and every part thereof and may, at its option, at any time and from time to time exclude and restrain any person or persons from the use or occupancy thereof, excepting Tenant, its licensees, concessionaires, suppliers, business invitees and customers. Nothing herein contained shall affect the right of Landlord at any time or from time to time to remove any

unauthorized person or persons from said Common Area or to restrain the use of any of said Common Area by any unauthorized person or persons.

ARTICLE 9
PERFORMANCE BY TENANT/DEFAULT

Section 9.1. Tenant's Performance. Tenant agrees that Tenant shall perform all covenants contained in this Lease and that it shall promptly, upon receipt of written notice specifying action desired by Landlord and required by said covenants (with no notice by Landlord being required in the case of nonpayment of Rent), comply with such notice. If Tenant shall not promptly within ten (10) days of mailing of notice in the case of non-monetary defaults begin performance and diligently thereafter pursue the same and comply with such notice then Landlord may, at its option, enter the Leased Premises and take whatever actions are specified in said notice, and/or terminate this Lease and the tenancy created hereby. Tenant agrees to pay promptly, upon demand, any reasonable expense incurred by Landlord in taking the action required by said notice. Tenant's failure to perform all covenants contained within this Lease, including, without limitation, the failure of Tenant to pay any Rent described hereunder shall be considered and deemed a Default.

Section 9.2. Tenant's Default. If Tenant shall be in breach of any of the covenants set forth in this Lease ("Default"), Landlord may at its option, after having given notice set forth below, and if Tenant after such notice shall fail to remedy such Default as set forth below, reenter the Leased Premises without the need for resort to judicial proceedings, and declare this Lease and the tenancy hereunder terminated, and Landlord shall be entitled to the benefit of all provisions of the law respecting the speedy recovery of lands and tenements held over by tenants or proceedings in forcible entry and detainer. Tenant agrees that if Landlord shall so reenter or if this Lease shall be terminated by Landlord because of a Default hereunder by Tenant:

- (i) all of the Rent payable herein shall become due thereupon and be paid up to the time of reentry, dispossession, expiration or termination, together with reasonable expenses of Landlord as hereinafter defined;
- (ii) Landlord may re-let the Leased Premises or any part thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant reasonable concessions; and
- (iii) Tenant shall also pay to Landlord as liquidated damages for the failure of Tenant to observe and perform the covenants of this Lease, any deficiency between

(A) the sum of

- a. the entire Rent set forth in Article 4 above, plus
- b. the Additional Rent (adjusted to a monthly payment) payable hereunder for the month immediately preceding such reentry or termination multiplied by the number of months constituting the balance of the Term, and

(B) the amount, if any, of Rent actually collected on account of the Leased Premises for any of the period following the date of reentry, dispossession, expiration or

termination which would otherwise have constituted the balance of the Term;

provided, Landlord shall make a good-faith effort to obtain no less than the Rent being paid by Tenant at the time of Landlord's reentry or termination. Such liquidated damages shall be computed and payable, at Landlord's option, either in an accelerated lump sum payment in an amount equal to the total amount due hereunder for the remaining Term or payment in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination, and any suit or action brought to collect any such liquidated damages for any month shall not, in any manner, prejudice the right of Landlord to collect any liquidated damages for any subsequent month by a similar proceeding.

Section 9.3. Continuing Liability of Tenant. The maintenance of any action or proceeding to recover possession of the Leased Premises, or any installment or installments of Rent or any other monies that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other monies that may be due or become due from Tenant. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

Section 9.4 Attorneys' Fees - Other Expenses. In computing such liquidated damages, there shall be added to the said deficiency such reasonable expenses as Landlord may incur in connection with re-letting, such as court costs, attorneys' fees, real estate brokerage commissions and for keeping the Leased Premises in good order or for preparing the same for re-letting and including a ten percent (15%) charge for Landlord's overhead.

Section 9.5. Notice. In the event Landlord determines that Tenant shall be in Default in the performance of any of the covenants on its part to be performed hereunder (except for the payment of Rent, in which case no notice shall be required), Landlord shall be required to give written notice thereof to Tenant. Tenant shall have ten (10) days following the mailing of such written notice to cure the Defaults described in such notice, unless Landlord shall agree in writing to any extension of such period; provided, however, if Tenant shall proceed with due diligence to cure said Defaults after said notice, then such ten (10)-day period shall be extended to such a period of time as may be required, in Landlord's reasonable discretion, to cure such listed Defaults while proceeding with due diligence. The provisions herein dealing with notice and granting to Tenant a grace period for performance shall not be applicable to a Default of this Lease because of nonpayment of Rent. There shall be no notice requirements required or grace periods allowed (other than those specifically applicable to payment of Rent) in the case of a Default of this Lease by Tenant for nonpayment of Rent (Minimum and Additional).

Section 9.6. Insolvency. If Tenant makes any assignment or composition for the benefit of creditors, or if any proceedings are commenced to have Tenant declared insolvent, or if a receiver or trustee is appointed to take charge of Tenant's affairs, or if Tenant shall become insolvent or incapable of discharging its debts as they become due, or if anything shall occur which, in the reasonable judgment of Landlord, causes Landlord to deem itself to be insecure, then Landlord, without prior notice to Tenant, may terminate this Lease forthwith, and Tenant shall remain liable for all damage to the Leased Premises. This Lease shall not be or become an asset of the insolvency estate. Tenant agrees to provide to Landlord, such financial statements and other proof of financial condition of

Tenant as shall be required by Landlord. Tenant shall be required to provide such information on a quarterly basis, unless otherwise agreed in writing by Landlord. The failure of Tenant to provide such information shall be considered a Default hereunder. In the event of the termination of this Lease pursuant to this Article, Landlord shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Tenant the liquidated damages described in this Article.

Section 9.7. Cumulative Remedies. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which he may be otherwise entitled either at law or in equity; and the failure of Landlord to insist in any one or more instances upon a strict performance of any promise, covenant, condition or agreement of this Lease or to exercise any option or right herein contained shall not be construed as establishing a course of business conduct and shall not be construed as a waiver or relinquishment for the future of such promise, covenant, condition, agreement, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

ARTICLE 10

SIGNS

Section 10.1. Exterior. Tenant shall not place or suffer to be placed on the exterior of the Leased Premises or upon the roof of any exterior door or wall or on the exterior or interior of any window thereof any sign, awning, canopy, marquee, advertising matter, decoration, lettering, or any other thing of any kind (exclusive of the signs, if any, which may be provided for in the original construction or improvement plans and specifications approved by Landlord and Tenant hereunder) without first obtaining the written consent of Landlord. Landlord hereby reserves the exclusive right to the use of the roof and exterior walls of the building of which the Leased Premises are a part, for any purpose whatsoever. Tenant further agrees to install and maintain such sign, decoration, lettering, advertising matter or other thing, as may be approved, in good condition and repair at all times. Tenant's identification sign shall be generally the same as all other identification signs approved by Landlord, and shall be prepared and installed at Tenant's cost by a sign company approved by Landlord for preparation and installation of such signs so as to maintain uniformity for the appearance of 411 Aviation Way. Tenant agrees to promptly install such sign upon receipt of notice to do so from Landlord. Such exterior sign shall be in compliance with the signage requirements established by Landlord from time to time hereunder.

Section 10.2. Interior. Except as otherwise provided herein, Tenant shall have the right, at its sole cost and expense, to erect and maintain within the interior of the Leased Premises all signs and advertising matter customary or appropriate in the conduct of Tenant's business; provided, however, that Tenant shall upon demand of Landlord immediately remove any sign, advertisement, decoration, lettering or notice that Tenant has placed or permitted to be placed in, upon or about the Leased Premises and that Landlord reasonably deems objectionable or offensive; and if Tenant fails or refuses to do so, Landlord may enter upon the Leased Premises and remove the same at Tenant's cost and expense.

Section 10.3 Windows. Tenant shall at all times maintain its windows and signs in a neat, clean and orderly condition. If, as to any exterior sign, Tenant shall fail to do so after five (5) days' written notice from Landlord, Landlord may repair, clean or maintain such exterior sign and the cost thereof shall be payable by Tenant to Landlord upon demand as additional Rent.

ARTICLE 11
ADDITIONAL AGREEMENTS OF TENANT

Section 11.1. Attornment. In the event that Landlord should sell or otherwise convey the Leased Premises during the Term of this Lease, including any Option Term, Tenant shall, upon request of Landlord, attorn to and acknowledge the purchaser or other grantee of the Leased Premises as Landlord hereunder. In the event of any foreclosure sale or sales under any deeds of trust and/or mortgages that may affect 411 Aviation Way from time to time, during the Term of this Lease, Tenant shall, upon written request of the holder of the aforesaid deeds of trust and/or mortgages, attorn to and acknowledge the foreclosure purchaser or purchasers at such sale as Landlord hereunder. Additionally, as a condition of this Lease, and as a condition to the existing mortgage affecting 411 Aviation Way (if any), Tenant agrees to execute any separate attornment and non-disturbance agreement required by any present or future holder of a deed of trust or mortgage encumbering 411 Aviation Way.

Section 11.2. Subordination. Tenant's rights under this Lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, or other security instrument, now or hereafter existing upon all or any part of the land or building(s) of which the Leased Premises are a part, or any renewal, modification, consolidation, replacement or extension of any such mortgage, deed of trust, or other security instrument, unless the mortgagee or holder of the deed of trust or other security instrument affirmatively elects specifically and not by implication, in writing, to have Tenant's interest hereunder deemed superior to the interest of such mortgagee or such holders. This provision shall be self-operative and no further instrument or subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any certificate evidencing such subordination that Landlord may request.

Section 11.3. Estoppel Certificate. Within no more than fifteen (15) days after written request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a certificate stating

- (i) that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement,
- (ii) the date to which Rent and other sums payable under this Lease have been paid,
- (iii) that no notice has been received by Tenant of any default which has not been cured, or, if such a default has not been cured, what Tenant intends to do in order to effect the cure, and when it shall do so,
- (iv) that Tenant has accepted and occupied the Leased Premises,
- (v) that Tenant has no claim or offset against Landlord, or, if it does, stating the circumstances which gave rise to the claim or offset,
- (vi) Tenant is not aware of any prior assignment of this Lease by Landlord, or, if it is, stating the date of the assignment and assignee (if known to Tenant), and
- (vii) such other matters as may be reasonably requested by Landlord.

Any such certificate may be relied upon by any prospective purchaser of the Leased Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Leased

Premises. If Landlord submits a completed certificate to Tenant, and if Tenant fails to object to its contents within fifteen (15) days after its receipt of the completed certificate, the matters stated in the certificate shall conclusively be deemed to be correct. Furthermore, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver on Tenant's behalf any completed certificate to which Tenant does not object within fifteen (15) days after its receipt.

Section 11.4. Accord and Satisfaction. Payment by Tenant or receipt by Landlord of a lesser amount than the Rent or other charges herein stipulated shall be deemed to be on account of the earliest due stipulated Rent or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as Rent or other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other charges or pursue any other remedy in this Lease to Tenant.

ARTICLE 12 **CONDOMINIUM**

Tenant does hereby consent in advance to subdivision and/or development of 411 Aviation Way, and to the formation of individual and separately saleable units (in the nature of condominium units, cooperative units or otherwise). It does hereby consent in advance to the creation of such condominium regimes, cooperative associations and other organizations in connection with such subdivision and/or development of 411 Aviation Way as Landlord shall determine appropriate, as long as the rights of Tenant pursuant to the terms of this Lease are not thereby adversely affected; and Tenant further agrees to pay all or any portion of the Additional Rents required to be paid under this Lease to such regime, association or organization as may be directed by Landlord, as long as such Additional Rent shall not be increased over and above those required to be paid hereunder by Tenant. Further, in the event Landlord hereunder should so subdivide and/or develop the building and improvements within 411 Aviation Way into separately saleable and/or transferable units, Tenant does hereby agree in advance to attorn to any purchaser of any unit which shall consist of the Leased Premises and recognizes such purchaser as Landlord under the terms and provisions of this Lease and no further consent of Tenant shall be required, as long as the purchaser of any unit consisting of the Leased Premises agrees in writing with Tenant to honor the rights and privileges of Tenant under this Lease. Additionally, Tenant does hereby agree in advance that should 411 Aviation Way as a whole be sold by Landlord, then without further consent being necessary, it shall attorn to the purchaser of 411 Aviation Way and shall recognize such purchaser as Landlord under this Lease, as long as such purchaser shall agree in writing with Tenant to honor the rights and privileges of Tenant under the terms and provisions of this Lease.

ARTICLE 13 **HAZARDOUS SUBSTANCE AND ENVIRONMENTAL ISSUES**

Section 13.1. Definition. For purposes of this Lease, "Hazardous Material" means:

- (i) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601, *et seq.*, or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, all as amended and amended after this date;

- (ii) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901, *et seq.*, as amended and amended after this date;
- (iii) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or amended after this date;
- (iv) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute);
- (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42

U.S.C. § 2011, *et seq.*, as amended and amended after this date; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs; and (vi) chemicals known to cause cancer or reproductive toxicity.

Section 13.2. Prohibitive Activities. Tenant shall not cause or permit to occur:

- (i) any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions, on, under, or about the Leased Premises or arising from Tenant's use or occupancy of the Leased Premises, including, but not limited to, soil and groundwater conditions; or
- (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Material on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Material (other than the storage and dispensing of petroleum products), without written approval of Landlord and pursuant to any applicable rules, laws or regulations and under any specially required governmental permit.

Section 13.3. Tenant Compliance. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Materials, including, but not limited to, compliance with all permitting and financial responsibility obligations required by such laws ("Laws"). If Tenant fails to fulfill any duty imposed under this Section 13 within a reasonable time, Landlord may do so, and in such case, Tenant shall cooperate with Landlord and shall reimburse Landlord for all expenses and costs of any sort (including attorney's fees) associated with fulfilling such duty. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations under this Section 13.

Section 13.4. Environmental Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and their respective beneficiaries, agents and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees of Landlord) and all cleanup costs of every nature arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Materials that occurs during

the Term of this Lease, at or from the Leased Premises, or which arises at any time from Tenant's use or occupancy of the Leased Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by any governmental authorities and any Laws. Tenant's obligations and liabilities under this Section 13 shall survive the termination and/or expiration of this Lease.

ARTICLE 14

LEGAL PROCEEDINGS

Section 14.1. Waiver of Jury Trial. THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING 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 LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. IN THE EVENT LANDLORD COMMENCES PROCEEDINGS FOR NONPAYMENT OF RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING EXCEPT AS SUCH MAY BE REQUIRED BY LAW TO BE INTERPOSED OR FOREVER LOST. THIS SHALL NOT, HOWEVER, BE CONSTRUED IN ANY WAY AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION OR ACTIONS BROUGHT BY TENANT. TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION GRANTED BY OR UNDER ANY PRESENT OR FUTURE LAWS IN THE EVENT OF TENANT BEING EVICTED OR DISPOSSESSED FOR ANY CAUSE, OR IN THE EVENT OF LANDLORD OBTAINING POSSESSION OF THE LEASED PREMISES BY REASON OF THE VIOLATION OF TENANT OF ANY OF THE COVENANTS OR CONDITIONS OF THIS LEASE, OR OTHERWISE.

Section 14.2. Maryland Law. This Lease shall be construed under the laws of the State of Maryland. Landlord and Tenant further agree, as a material term of this Lease, that any dispute which may result hereunder or with respect to the Leased Premises (including any action resulting from Tenant's failure to pay Rent hereunder) shall be subject to the exclusive venue and jurisdiction of the District Court (and/or Circuit Court as may be appropriate) for Frederick County, Maryland or the United States District Court for Maryland. For purposes of any claim, litigation, cause of action and/or other dispute between the Parties, it is expressly understood and agreed that the compliance with the notice provisions set forth in Article 16 below shall be good and sufficient service of process with respect thereto.

ARTICLE 15

CONSTRUCTION OF AGREEMENT

Section 15.1. Headings and Construction. All headings of this Lease preceding the text of the several articles, sections and subsections are inserted solely for the convenience of reference and none of them shall constitute a part of this Lease or affect its meaning, construction or effect. The Parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Lease, and therefore, it is expressly agreed that in the case of any vagueness or ambiguity with regard to any provision of this Lease, there shall be no presumption of construction against the drafter of such provision, but instead this Lease shall be interpreted in accordance with a fair construction of the law.

Section 15.2. Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease shall not be affected,

and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added as a part of this Lease that is as similar to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, and enforceable.

Section 15.3. Time of the Essence. Time is of the essence with regard to this Lease, and all terms, provisions, agreements and conditions hereof.

Section 15.4. Non-Waiver. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent Default in the terms, conditions and covenants herein contained, except as may be expressly waived in writing. In particular, the receipt by Landlord of Rent with knowledge of the Default of any covenant of this Lease shall not be deemed a waiver of such Default, and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

Section 15.5. Entire Agreement/Interpretation. This Lease sets forth all the promises, agreements, conditions, covenants and understandings between Landlord and Tenant relative to the Leased Premises, and there are no promises, agreements, warranties, representations, conditions, covenants or understandings, either oral or written, expressed or implied, between them other than are expressly herein set forth. Except as herein otherwise provided, no subsequent alterations, amendment, change or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No course of prior dealings between the Parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the Term of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. Any intention to create a joint venture, partnership or principal-agency relationship between the Parties hereto is hereby expressly disclaimed.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1. Notices. Any notice required or provided for in this Lease (including the payment of Rent) shall be in writing and delivered via:

- (i) personal hand delivery,
- (ii) overnight courier (i.e. Fed Ex, Airborne, UPS, etc.), or
- (iii) via telefax with confirmation copy by overnight courier service.

Such notices shall be deemed to have been given:

- (i) when received if by personal hand delivery,
- (ii) one (1) business day after the date sent if by overnight courier, and
- (iii) when sent if by telefax. The addresses for service of notices on the Purchaser and Seller are

as follows:

If to Landlord:

[REDACTED]
SVP – Finance & Accounting
Aircraft Owners & Pilots Association
421 Aviation Way
Frederick, Maryland 21701

With a copy to:

[REDACTED]
Macro LTD.
5300 Westview Dr., Suite 302
Frederick, MD 21703

If to Tenant:

[REDACTED]
President
ASL Interpreter Corps LLC.
411 Aviation Way, Suite 230 & 240
Frederick, MD 21701
[REDACTED]

Landlord and Tenant shall each notify the other in writing of a change in address for the service of notices.

Section 16.2. Successors and Assigns. This Lease and the promises, covenants, conditions and agreements herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns; and they shall inure to the benefit of and be binding upon Tenant, and in the event Tenant is an individual shall also inure to the benefit of and be binding upon Tenant's heirs, personal representatives, and permitted assigns. Tenant shall not be allowed to assign its leasehold interest created herein, this Lease, or any of its rights, privileges, or obligations created hereunder without prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. Landlord may withhold its consent arbitrarily and capriciously. Landlord and Tenant have fully bargained for this provision with the intention that Landlord has absolutely no obligation to consider a proposed assignment. If Tenant is a corporation, unincorporated association or partnership, then the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership so as to result in a change in the control thereof by the person, persons or entities owning a controlling interest therein as of the date of this Lease, without the prior written consent of Landlord, which consent shall be in Landlord's sole and absolute discretion, shall be deemed an assignment made in breach of this covenant. Notwithstanding any other provision in this Lease to the contrary, Tenant shall have no right to sublet the Leased Premises, or any part thereof to subtenants. Landlord's consent to any assignment, subletting, occupation, or use by another person other than Tenant shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person other than Tenant, it being understood that Landlord's rights hereunder are continuing and shall not be exhausted, regardless of the number of times such assignment, subletting, occupation or use shall occur.

Section 16.3. Condemnation. If the whole or any part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, in that event, the Term of this Lease, at the option of Landlord in Landlord's sole and absolute discretion, shall cease and terminate. Any award for the land and buildings of which the Leased Premises are a part, and for damages to the residue shall be the property of Landlord, and Tenant hereby assigns to

Landlord all its right, title and interest in and to any such award. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for the interruption of its tenancy and for fixtures and other equipment installed by and belonging to Tenant but only if such awards shall be made by the condemnation court in addition to the award made by it for the land and the building or part thereof so taken. The current Rent in the case of any taking or condemnation shall be apportioned as of the date of Tenant's required vacation of the Leased Premises. In the event Landlord shall not exercise its option to terminate the Lease, Tenant shall have the option to terminate this Lease in the event of a reduction of its Gross Leasable Area because of such taking or condemnation to the point where Tenant can no longer feasibly operate its business. If Tenant elects to continue its tenancy for reduced gross useable area, Tenant shall be entitled to a pro-rata reduction in the annual Rent payable hereunder based on the proportion which the floor area in the space taken bears to the entire floor area of the Leased Premises immediately prior to such taking.

Section 16.4. Fire or Other Casualty. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty other than casualty caused in any part by the failure to act, negligence or willful conduct of Tenant but are not thereby rendered untenable in whole or in part, Landlord shall promptly at its own expense to the extent of insurance proceeds available to Landlord cause such damage to be repaired, and the Rent shall not be abated; if by reason of such occurrence, the Leased Premises shall be rendered untenable only in part [less than fifty percent (50%)], Landlord shall promptly at its own expense to the extent of insurance proceeds available to Landlord cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable; if by reason of such occurrence the Leased Premises shall be rendered wholly or substantially untenable [more than fifty percent (50%)], or 411 Aviation Way shall become substantially untenable, Landlord shall promptly at its own expense to extent of insurance proceeds available to Landlord cause such damage to be repaired, and the Rent meanwhile shall be abated in whole, unless within sixty (60) days after said occurrence Landlord shall give Tenant written notice that Landlord has elected not to reconstruct 411 Aviation Way or the Leased Premises, in which event this Lease shall terminate and the tenancy hereby created shall cease as of the date of said occurrence, the Rent to be adjusted as of such date. If any damage by fire or any other cause is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, Rent shall not be abated. Tenant shall have no right to terminate this Lease on account of any damage to the Leased Premises or 411 Aviation Way, except as expressly set forth in this Lease.

Section 16.5. Entry By Landlord. Landlord, its agents, employees, and contractors may enter the Leased Premises at any time in response to an emergency, and at reasonable hours to

- (i) inspect the Leased Premises,
- (ii) exhibit the Leased Premises to prospective purchasers, lenders, or tenants,
- (iii) determine whether Tenant is complying with its obligations in this Lease,
- (iv) supply any services that this Lease requires Landlord to provide, post notices of non-responsibility or similar notices, or
- (v) make repairs that this Lease requires Landlord to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of 411 Aviation Way; however, all work shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Landlord

may install any and all materials, tools and equipment, structural elements, pipes, ducts, conduits, wires, and other mechanical equipment serving other portions, tenants, or occupants of 411 Aviation Way in, through, under, or above the Leased Premises without constituting an actual or constructive eviction of Tenant.

No exercise by Landlord of any rights provided in this Section shall entitle Tenant to any damage for any inconvenience, disturbance, loss of business, or other damage to Tenant occasioned nor to any abatement of Rent. Tenant waives any claim of injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Leased Premises, or any other loss occasioned by such entry. Landlord shall at all times have a key to unlock all of the doors in the Leased Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord shall have the right to use any means that Landlord may deem proper to open doors in the Leased Premises and to enter the Leased Premises in an emergency. No entry to the Leased Premises by Landlord by any means shall be a forcible or unlawful entry into the Leased Premises, or a detainer of the Leased Premises, or an eviction, actual or constructive, of Tenant from the Leased Premises, or any part of the Leased Premises, nor shall the entry entitle Tenant to damages or an abatement of Rent or other charges that this Lease requires Tenant to pay.

Section 16.6. Broker's Commission. Landlord agrees to be responsible for any commission to Macro Ltd (or any Broker as hired by Landlord). Each of the Parties represents and warrants that there are no other claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim, including, without limitation, the cost of counsel fees in connection therewith.

Section 16.7. Limitation on Liability. Neither the shareholders, officers, directors, trustees, individual members or partners comprising Landlord nor the shareholders (or any of the partners comprising same), directors, trustees, officers, members or partners of any of the foregoing shall be liable for the performance of Landlord's obligations under this Lease nor shall Tenant seek any damages against such parties. The liability of Landlord for Landlord's obligations under this Lease shall not exceed and shall be limited to Landlord's interest in 411 Aviation Way, and Tenant shall not look to any other property or assets of any such parties in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Leased Premises, is to the interest of Landlord, and any successor, in the Leased Premises and 411 Aviation Way. Tenant shall not have any right to satisfy any judgment that it may have against Landlord, or any successor, from any other assets of Landlord, or any successor. In this Section, the terms "Landlord" and "successor" include the shareholders, ventures, and partners of Landlord and any successor as well as the officers, directors, and employees of Landlord and any successor. The provisions of this Section are not intended to limit Tenant's right to seek injunctive relief or specific performance, or Tenant's right to claim the proceeds of insurance (if any) specifically maintained by Landlord for Tenant's benefit.

Section 16.8. Sale of 411 Aviation Way and/or the Leased Premises. If Landlord, or any subsequent owner of the Leased Premises, sells the Leased Premises, its liability for the performance of its agreements in this Lease shall end on the date of the sale of the Leased Premises, and Tenant shall look solely to the purchaser for the performance of those agreements. For the purposes of this Section, any holder of a mortgage or deed of trust that affects the Leased Premises at any time, and any landlord in any lease to which this Lease is subordinate at any time, shall be a subsequent owner of the Leased Premises when it succeeds the interest of Landlord or any subsequent owner of the Leased

Premises. Tenant shall attorn to any subsequent owners of the Leased Premises.

Section 16.9. Security Deposit. To secure the prompt and faithful payment of all Rent in this Lease and the faithful performance by Tenant of all the other covenants and conditions herein contained, Tenant shall deposit with Landlord the sum of money specified as Security Deposit in Section 1.1.13 above. In the event Tenant defaults on any payment of Rent reserved herein or fails to perform any of the other covenants or conditions herein contained, Landlord shall have the right to apply the Security Deposit or any portion thereof, against any expenses, costs or fees incurred by Landlord in curing such default or failure. In the event of any such application by Landlord, Tenant shall, upon written demand of Landlord, forthwith deposit with Landlord a sufficient amount of cash to restore the Security Deposit to the original amount thereof, and Tenant's failure to do so within five (5) days after receipt of such demand from Landlord shall carry with it the same consequences as failure to pay any installment of Rent due under this Lease. In the event this Lease shall be terminated for any reason other than:

- (i) default by Landlord,
- (ii) damage or destruction to the Leased Premises, or
- (iii) condemnation

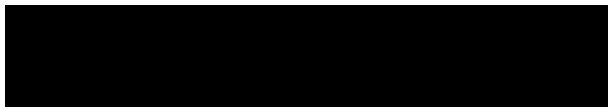
(in any of which events the Security Deposit, less any portion thereof that may have been utilized by Landlord to cure any default or applied to any damages suffered by Landlord and attributable to Tenant pursuant to the terms of this Lease, shall be refunded to Tenant), Landlord shall have the right to retain the Security Deposit until the Termination Date (whether or not this Lease has been earlier terminated) so that the full damages of Landlord may be ascertained. Following the expiration of the Term, provided Tenant has paid all of the Rent herein required and fully performed all of the other covenants and conditions hereunder, Landlord shall return to Tenant the Security Deposit, less any portion thereof that may have been utilized by Landlord to cure any default or applied to any damages suffered by Landlord. Neither the Security Deposit nor the application thereof by Landlord, as hereinabove provided, shall be a bar or defense to any action in unlawful detainer or to any action that Landlord may, at any time, commence for a breach of any of the covenants or conditions of this Lease. No interest shall be paid on any part of the Security Deposit and Landlord shall not be required to keep the Security Deposit separate or in any segregated account. The Security Deposit shall never be applied as Rent (unless so treated by Landlord as an element of damages for breach of this Lease as set forth above) except with Landlord's prior written approval.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day and year accompanying signature below.

[TENANT]

ASL Interpreter Corps LLC.



By: 

Title: President

Date: 8/5/2021

Date: _____

[LANDLORD]

Aircraft Owners and Pilots Association (AOPA)



By: 

Title: Senior VP – Finance & Accounting

Date: 8/4/2021

Date: _____

EXHIBIT A
RULES AND REGULATIONS
411 Aviation Way

1. The sidewalks, halls, passages, exits, entrances, elevators and stairways of 411 Aviation Way shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from the Leased Premises. The halls, passages, exits, entrances, elevators, and stairways are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of 411 Aviation Way and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.

2. Tenant shall not allow the Leased Premises to be used for lodging, nor shall cooking be done or permitted by Tenant on the Leased Premises, except the use by the Tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages and microwave ovens shall be permitted, provided that such use is in accordance with all applicable federal, state and city laws, codes ordinances, rules and regulations.

3. Tenant shall not smoke in or around the Leased Premises or 411 Aviation Way unless Tenant is within the designated smoking area. Such designated smoking area is located at on the south side of the 411 Aviation Way building where the dumpsters are stored and a cigarette receptacle for cigarette butts is located. Any disposal of cigarette butts in a container other than the cigarette receptacle is prohibited.

4. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Leased Premises without the prior written consent of Landlord. Tenant shall in each case furnish Landlord with a key for any such lock. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys and key cards to doors in 411 Aviation Way that shall have been furnished to the Tenant.

5. Tenant shall not use, permit or keep in the Leased Premises or 411 Aviation Way any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation and maintenance of office equipment, or, without Landlord's prior written approval, use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall not use or keep or permit to be used or kept any foul obnoxious gas or substance in the Leased Premises, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord or to other occupants of 411 Aviation Way by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.

6. Landlord shall have the right, exercisable without notice and without liability to any Tenant, to change the name and street address of 411 Aviation Way, and Landlord shall reimburse Tenant for the cost to replace its existing stock of business cards and stationery

provided that same include the name or street address of 411 Aviation Way.

7. In the case of bona fide invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to 411 Aviation Way during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

8. Tenant shall ensure the doors of the Leased Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Leased Premises, to prevent waste or damage. The toilet rooms, toilets, urinals, wash basins and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule by Tenant shall be borne by Tenant.

9. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale at retail, of any goods or merchandise to the general public in or on the Leased Premises, nor shall the Leased Premises be used for manufacturing of any kind (except as described in 1.1.3), or any business or activity other than that specifically provided for in the Lease.

10. Hand trucks shall not be used in any space or public halls of 411 Aviation Way, either by Tenant or any other occupant of the Building, except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into 411 Aviation Way or kept in or about the Leased Premises.

11. Tenant agrees to coordinate all moving activity of office equipment and furniture in and out of 411 Aviation Way with Landlord or Landlord's agent, and, if professional moving company is used, to use the services of an insured professional moving company. Tenant assumes the responsibility for any damage to Tenant's personal property that may be incurred as result of the moving process.

12. Tenant shall store its trash and garbage within the Leased Premises. No material shall be placed in the trash boxes, receptacles or common areas if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the locality in which the Leased Premises are located, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

13. Tenant agrees not to allow or keep any animals or pets of any kind within the Leased Premises, except those seeing-eye dogs that are for the direct purpose of aiding and assisting the visually impaired and occasional family pet visit(s) as along as not a safety issue and/or disruption to other tenant(s).

14. The requirements of the Tenant will be attended to only upon application by telephone

or in person at the office of Landlord or Landlord's agent. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

15. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in 411 Aviation Way, provided that, in the event of any irreconcilable conflict between these Rules and Regulations and the express terms of any Lease to which they are attached, the terms of such Lease shall be controlling.

EXHIBIT B

UCC-1 Filings on SDAT For

ASL Interpreter Corps, LLC

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company
B. E-MAIL CONTACT AT FILER (optional) FilingDept@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Dr Springfield, IL 62703

MD DEPT. OF ASSESSMENTS & TAXATION

200506-0224000 S

Lapse Date: 05/06/2025

Date: 5/6/2020

Time: 2:24 AM

Page Count: 1 Pg

Debtor Count: 1

Filing Fees: \$25.00

Electronic Records Access: \$0.00

Total: \$25.00

Order ID#

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ASL Interpreter Corps LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6028 Oakland Mills Rd		CITY Sykesville	STATE MD	POSTAL CODE 21784	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME U.S. Small Business Administration					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2 North Street, Suite 320		CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

All tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto.

327522 7200

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

1814 87305

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company
B. E-MAIL CONTACT AT FILER (optional) FilingDept@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Dr Springfield, IL 62703

MD DEPT. OF ASSESSMENTS & TAXATION

180208-0835000 S

Lapse Date: 02/08/2023

Date: 2/8/2018

Time: 8:35 AM

Page Count: 1 Pg

Debtor Count: 1

Filing Fees: \$25.00

Electronic Records Access: \$0.00

Total: \$25.00

Order ID#

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ASL INTERPRETER CORPS, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1213 Liberty Rd Suite 280		CITY Sykesville	STATE MD	POSTAL CODE 21784	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ASSN COMPANY					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. BOX 2576		CITY Springfield	STATE IL	POSTAL CODE 62708	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

All presently existing or hereafter arising, now owned or hereafter acquired assets of the debtor.
THE SECURED PARTY NAMED IN THIS RECORD IS ACTING IN A REPRESENTATIVE CAPACITY FOR PURPOSES OF FORWARDING NOTICES and INQUIRIES REGARDING THIS RECORD. FOR MORE INFORMATION, PLEASE CONTACT THE SECURED PARTY AT THE ADDRESS LISTED ABOVE OR AT UCCSPREP@CSCINFO.COM.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

1424 11493

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Wolters Kluwer Lien Solutions 800-331-3282	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	

MD DEPT. OF ASSESSMENTS & TAXATION

200403-0950000 S

Lapse Date: 04/03/2025

Date: 4/3/2020

Time: 9:50 AM

Page Count: 2 Pg

Debtor Count: 1

Filing Fees: \$25.00

Electronic Records Access: \$0.00

Total: \$25.00

Order ID#

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ASL INTERPRETER CORPS, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6028 OAKLAND MILLS ROAD		CITY SYKESVILLE	STATE MD	POSTAL CODE 21784	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Fundbox					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 268 Bush St., # 2821		CITY San Francisco	STATE CA	POSTAL CODE 94104	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See attachment.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

74497121

The Borrower hereby assigns, transfers, conveys, pledges, mortgages and grants to the Lender a security interest and lien in any and all accounts, accounts receivable, chattel paper, contract rights, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, securities, deposit accounts, investment property and all other property of whatever nature and kind, wherever located, in which the Borrower now or hereafter has any right or interest and in any and all cash and non-cash proceeds (including rental proceeds, insurance proceeds, accounts and chattel paper arising out of or related to the sale, use, rental or other disposition thereof) of and to all of the foregoing (collectively called "Collateral") to secure the prompt payment, performance and fulfillment of this Agreement and all present and future indebtedness and obligations of the Borrower to the Lender. Without limiting the foregoing, the Borrower grants the Lender a security interest in the Collateral to secure the Obligations. The Borrower hereby authorizes the Lender to file one or more financing statements, and any other lien-related forms or documents relating to the Collateral, from time to time as the Lender deems in its sole discretion appropriate, in any jurisdiction (and the Borrower shall execute any financing statement or amendment thereto). The Borrower hereby irrevocably appoints the Lender as the true and lawful attorney-in-fact of the Borrower, coupled with an interest, with full power in the Borrower's name, place and stead to execute financing statements on the Borrower's behalf and to do any and all other acts on the Borrower's behalf necessary or helpful to perfect and continue perfection of the Lender's security interest granted in the Collateral pursuant to the Uniform Commercial Code or other applicable law including, but not limited to, completing, as needed, and correcting, any errors and omissions concerning descriptions, serial numbers or other descriptive information relating to the Collateral.

EXHIBIT C

From: [Carr, Sandra C. \(Contractor\)](#)
To: [Bud Stephen Tayman](#); [Lenox, Garrett R. \(Temp\)](#)
Cc: [Craig Leavers](#); [Allen, Jared](#)
Subject: RE: ASL Interpreter Corps, LLC, Chapter 7 Bankruptcy Case No. 22-10594-DER, District of Maryland
Date: Tuesday, April 12, 2022 9:05:11 AM
Importance: High

Mr Tayman,

I have forwarded your email to the appropriate department for review and response.

Thank you,

Sandi

Sandra (Sandi) Carr
Loan Processor (Contractor)
National Disaster Loan Resolution Center
200 W.Santa Ana Blvd, Ste 740
Santa Ana, CA 92701
U.S. Small Business Administration
855-778-3154 ext 3070 Direct
Sandra.Carr@sba.gov



From: Bud Stephen Tayman <btayman@taymanlaw.com>
Sent: Monday, April 11, 2022 8:42 PM
To: Carr, Sandra C. (Contractor) <Sandra.Carr@sba.gov>; Lenox, Garrett R. (Temp) <Garrett.Lenox@sba.gov>
Cc: Craig Leavers <craig@leaverslaw.com>; Allen, Jared <jared.allen@aopa.org>
Subject: ASL Interpreter Corps, LLC, Chapter 7 Bankruptcy Case No. 22-10594-DER, District of Maryland

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Dear Ms. Carr and Mr. Lenox:

As you may know, I am the bankruptcy attorney for ASL Interpreter Corps, LLC ("ASLIC" or the "Debtor"). The SBA has a blanket lien on all or most of the assets of ASLIC. The trustee, Craig Leavers, has abandoned the interest of the bankruptcy estate in the personal property assets which are located at the Debtor's former office premises (the "Abandoned Assets"). The abandonment has been automatically approved in the bankruptcy case by operation of local bankruptcy law. Jared

Allen, the landlord's Assistant General Counsel is copied on this e-mail, as is the Trustee.

I am writing to inquire what action, if any, the SBA intends to take in regard to the Abandoned Assets. Specifically, does the SBA intend to retrieve the Abandoned Assets or leave them at the premises.

The reason I am asking is because if the SBA intends to take no action in regard to the Abandoned Assets, I would like to further inquire if the SBA would have any objection to some or all of the Abandoned Assets being donated to the Maryland Deaf Community Center. The Maryland Deaf Community Center shared office space with ASLIC until ASLIC's business operations terminated in preparation for the filing of the above-referenced Chapter 7 bankruptcy proceeding. The office space used was donated to the Maryland Deaf Community Center by ASLIC. It is believed, without knowing for certain, that the Maryland Deaf Community Center could make very good use of some or all of the Abandoned Assets. Otherwise, if the SBA does not intend to remove the Abandoned Assets, it is assumed that the landlord will take all steps under applicable Maryland law to cause the removal of the Abandoned Assets from the demise premises.

I have addressed this e-mail to Ms. Carr since she has worked with the Trustee in regard to other matters on the case and to Mr. Lenox since he prepared the Proof of Claim filed in the case. I would sincerely appreciate if either or both of you can forward this e-mail to the appropriate person or persons at the SBA for an authoritative response to the inquiries and request made herein.

Should there be any questions in regard to this matter, please do not hesitate to contact me.

Best regards,

Bud Stephen Tayman
Bud Stephen Tayman, P.A.
13017 Wisteria Drive
Public Mail Box 325
Germantown, Maryland 20874
Tel: (301) 972-2306
btayman@taymanlaw.com

EXHIBIT D

Allen, Jared

From: Bud Stephen Tayman <btayman@taymanlaw.com>
Sent: Friday, May 20, 2022 2:43 PM
To: Allen, Jared <jared.allen@aopa.org>; Craig Leavers <craig@leaverslaw.com>
Subject: Re: ASLIC - Assets at Office Premises/ SBA lien

Dear Allen and Craig:

Please note that the Debtor has no objection to the assets being removed by the landlord. In fact, the Debtor has no standing to object in any event.

Allen, I believe your concerns in regard to the SBA lien are justified. As you know, I tried to get the SBA to agree to allow some or all of the assets to be donated to the Maryland Deaf Community but we never received a reply.

I would suggest that you seek stay relief in order to obtain an appropriate bankruptcy court order allowing the assets to be removed in accordance with applicable state law. I would so make the SBA a respondent to the motion along with the Trustee and the Debtor. Just make sure you properly serve the motion and notice of the motion on the SBA in accordance with the applicable bankruptcy rules. That way you be able to get relief even if the SBA continues not to respond.

Please note that the Debtor consents to the motion.

If you are not comfortable proceeding and would like the names of a few competent bankruptcy attorneys you can speak to in regard to representing the landlord on the motion, let me know and I will give you a few names.

Best regards,

Bud

Bud Stephen Tayman
Bud Stephen Tayman, P.A.
13017 Wisteria Drive
Public Mail Box 325
Germantown, Maryland 20874
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From: Allen, Jared <jared.allen@aopa.org>
Sent: Friday, May 20, 2022 2:23:52 PM
To: Craig Leavers <craig@leaverslaw.com>
Cc: Bud Stephen Tayman <btayman@taymanlaw.com>
Subject: RE: ASLIC - Assets at Office Premises/ SBA lien

Craig:

Thanks for quick response. A rent payment was due on February 1, 2022, that was not made. AOPA also has lease rejection damages as detail in the proof of claim. The concern here with abandoned property is that it is, from my understanding, still subject to the SBA lien, possibly others.

Regards,

Jared Allen
Deputy General Counsel
p: 301.695.2079
a: 421 Aviation Way, Frederick, MD 21701
www.aopa.org

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From: Craig Leavers <craig@leaverslaw.com>
Sent: Friday, May 20, 2022 1:06 PM
To: Allen, Jared <jared.allen@aopa.org>
Cc: Bud Stephen Tayman <btayman@taymanlaw.com>
Subject: Re: ASLIC - Assets at Office Premises/ SBA lien

Allen -

You don't need a motion for the office equipment. I've abandoned it and the debtor has consented to you removing it. As for the security deposit, the lease was rejected at the onset of the case. It was my understanding that the debtor had paid you up to the petition date, correct? Let me know if I am wrong.

Best regards,
Craig B. Leavers
The Law Offices of Craig B. Leavers
P.O. Box 306
Cockeysville, Maryland 21030
(443) 318-4526
www.LeaversLaw.com

On Fri, May 20, 2022 at 1:03 PM Allen, Jared <jared.allen@aopa.org> wrote:
Bud and Craig:

I hope all is well. AOPA is preparing to file a motion seeking relief from the automatic stay to permit AOPA to: (1) apply the security deposit (\$8,359.75) to AOPA's claim; and (2) pursue a state court action to allow removal of the office equipment, furniture, and supplies of ASL Interpreter Corps from the units in 411 Aviation Way.

Is ASL Interpreter Corps, as well as the Trustee, willing to advise if it will oppose the motion?

Regards,

Jared Allen

Deputy General Counsel

p: 301.695.2079

a: 421 Aviation Way, Frederick, MD 21701

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EXHIBIT E

From: [Allen, Jared](#)
To: marchelle.bailey@sba.gov
Subject: ASL Interpreter Corps, LLC, Chapter 7 Bankruptcy Case No. 22-10594-DER, District of Maryland
Date: Thursday, June 2, 2022 11:38:00 AM
Importance: High

Marchelle:

I'm counsel for the Aircraft Owners and Pilots Association (AOPA), the landlord that leased premises to ASL Interpreter Corps, LLC, and I'm writing because I noticed that you were named on behalf of the SBA on the certificate of service for the settlement agreement between the Trustee and the SBA in the bankruptcy case noted in the subject line.

You might recall that SBA has a blanket lien on all or most of the assets of ASL Interpreter Corps and that the trustee abandoned the interest of the bankruptcy estate in office equipment, furniture, and supplies that ASL Interpreter Corps had at the leased premises ("abandoned assets"). The abandonment has been automatically approved in the bankruptcy case by operation of local bankruptcy law.

The abandoned assets remain on AOPA's premises. Counsel for ASL Interpreter Corps has no objection to the abandoned assets being removed by AOPA. However, prior to doing so in accordance with state law, I am reaching out to you inquire as to whether SBA has any intentions concerning the abandoned assets as a result of the blanket lien, or any objection to them being removed and disposed of by AOPA.

Could you kindly advise or direct me to one of your colleagues that could do so? Thanks.

Regards,

Jared Allen
Deputy General Counsel
Aircraft Owners and Pilots Association
p: 301.695.2079
a: 421 Aviation Way, Frederick, MD 21701
www.aopa.org

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:	*	
ASL INTERPRETER CORPS, LLC,	*	Case No. 22-10594-DER
Debtor.	*	(Chapter 7)
* * * * *	*	
Aircraft Owners and Pilots Association,	*	
Movant,	*	
v.	*	
ASL Interpreter Corps, LLC, Debtor	*	
Craig B. Leavers, Trustee,	*	
U.S. Small Business Administration, and	*	
ODK Capital, LLC,	*	
Respondents.	*	
* * * * *	*	

**NOTICE OF AIRCRAFT OWNERS AND PILOT ASSOCIATION’S
MOTION FOR RELIEF FROM AUTOMATIC STAY**

PLEASE TAKE NOTICE that on July 12, 2022, the Aircraft Owners and Pilots Association (“Landlord”) has filed a motion with the court in the above-captioned case seeking relief from the automatic stay of 11 U.S.C. § 362(a). This motion will enable Landlord to exercise any and all rights and remedies provided by non-bankruptcy law concerning 411 Aviation Way, Suites 230 and 240, Frederick, Maryland 21701 (“Premises”), including, without limitation, a state-court eviction action that includes removal and disposal of the office equipment, furniture and supplies abandoned by the Chapter 7 Trustee for the bankruptcy estate of ASL Interpreter Corps, LLC (“Debtor”), that remain in the Premises or in Landlord’s possession.¹ Your rights may be affected. You should read these papers carefully and discuss them with your lawyer. If you do not have a lawyer, you may wish to consult one.

PLEASE TAKE FURTHER NOTICE that if you do not want the court to grant the motion for relief from stay, or if you want the court to consider your views on the motion, then by **July 26, 2022**, (parties served by mail may add three (3) additional days to the response deadline)

¹ A copy of the motion with exhibits can be viewed at <https://www.aopa.org/aslinterpretercorps>

you or your lawyer must file a written response to the motion explaining your position with the Clerk of the Bankruptcy Court, 101 West Lombard Street, Ste. 8530, Baltimore, Maryland 21201. A copy of any objection must be served on: Aircraft Owners and Pilots Association, Attn: Jared Allen, 421 Aviation Way, Frederick, Maryland, 21701. An objection must state the facts and legal grounds on which the objection is based.

PLEASE TAKE FURTHER NOTICE that the proposed action may be authorized without further order or notice if no timely objection is filed, and that the court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of whether an objection is filed. A hearing with respect to the motion is scheduled to be held before the Honorable David E. Rice, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Maryland, Baltimore Division, 101 W Lombard St, Baltimore, Maryland, 21201 on **August 8, 2022 at 1:30 PM (ET)**. If you desire further information you may contact the undersigned.

/s/ Ron D. Golden
Ronald D. Golden, Bar No. 11448
Justine A. Harrison
Jared M. Allen
Aircraft Owners and Pilots Association
421 Aviation Way
Frederick, MD 21701
Tel: (301) 695-2079
Jared.Allen@aopa.org
*Counsel to Landlord, Aircraft Owners and
Pilots Association*

CERTIFICATE OF MAILING

I hereby certify that on the 12th day of July, 2022, a copy of the foregoing *Notice of Aircraft Owners and Pilots Association Motion For Relief From the Automatic Stay* was served on the parties listed below by electronic service via CM/ECF:

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P.O. Box 306
Cockeysville, MD 21030-0306
Trustee

Bud Stephen Tayman, Esq.
13017 Wisteria Drive
Public Mail Box 325
Germantown, Maryland 20874
Attorney for Debtor

And on the parties listed below by first class mail, postage prepaid:

ASL Interpreter Corps, LLC
ATTN: Marie Alford
1213 Liberty Road
Box 280
Sykesville, Maryland 21784
(Debtor)

United States Attorney
ATTN: Civil Process Clerk
36 S. Charles Street 4th Fl.
Baltimore, MD 21201

Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

U.S. Small Business Administration
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Santa Anna, CA 92701

ODK Capital, LLC
ATTN: David A. Fisher, President
4700 West Daybreak Parkway
Suite 200
South Jordan, UT 84009-5133

ODK Capital, LLC
ATTN: David A. Fisher, President
C/O C T Corporation System
1999 Bryan St.
Ste. 900
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Parties on Attached Creditor's Matrix

/s/ Jared M. Allen
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*Counsel to Aircraft Owners and Pilots
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Label Matrix for local noticing
0416-1
Case 22-10594
District of Maryland
Baltimore
Tue Jul 12 08:05:39 EDT 2022

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Larry Strauss
CPA & Associates
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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, MD 21201

Daly Ryan, Inc.
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Frederick, MD 21701

M & T Bank Corporation
Legal Document Processing
P.O. Box 844
Buffalo, NY 14240-0844

Myra Foley
2500 Waterside Drive, Unit 405
Frederick, MD 21701

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Eric Madden d/b/a/ Aqua Chroma
WA

End of Label Matrix	
Mailable recipients	141
Bypassed recipients	1
Total	142